

GRANT OF RIGHT OF WAY

Sharon R. Bennett of the County of El Paso, State of Colorado, hereinafter called the "Grantor", for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, grants to **Mountain View Electric Association, Inc., a Colorado Corporation**, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right-of-way to install, maintain, or own, or permit any commercial broadband supplier, including a broadband affiliate, to install, maintain, or own, fiber-optic cable for communication and broadband purposes, attached facilities for operation by a commercial broadband supplier, including a broadband affiliate, in providing commercial broadband service; and to lease or otherwise provide to a commercial broadband supplier, including a broadband affiliate, any excess capacity of attached facilities for purposes of providing commercial broadband service, including the necessary poles, conduits, cables, and fixtures and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such facilities, as may be found advisable, together with the right of ingress and egress across Grantor's property for any purpose necessary in connection therewith, over, upon, under and along land owned by Grantor located on, under, over, and across the Grantor's following described real property situate on the County of El Paso, State of Colorado:

Grantor is the owner of that certain real property described below:

The Southwest quarter of the Southeast quarter of Section 30 in Township 11 South, Range 63 West of the 6th P.M.

An easement twenty (20) twenty feet in width, being ten (10) ten feet on either side of the centerline of Grantee's existing electric facilities within said real property, to also include all guying as needed.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs and assigns, not to change grade or erect any building or structure within the limits of said strip of land; and the Grantee, its successors and assigns, shall have the right, upon 10 days written notice to Grantor, to remove objects or buildings interfering with the construction, maintenance, operation, control and use of said lines, to restore grade, or to relocate Grantee's facilities and right-of-way in order to remove the interference at Grantor's expense (or the expense of Grantor's successors or assigns).

The Grantor agrees that all poles, wires, cables and other facilities, including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

This grant is subject to the right of the Grantor, his successors and assigns, to pass over said strip of land from one portion of the land to another, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to repair, replace or pay for any damage which may arise from constructing, maintaining, operating or removing said fiber-optic cable or cables so far as the same shall affect fences, irrigation or draining ditches, or growing lawns, gardens or crops (not including trees unless specifically agreed to by a separate writing) that do not interfere with the operation and use of Grantee's lines and equipment, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor (or its successors or assigns), one by the Grantee and the third person by the two persons aforesaid; the award of such three persons to be final and conclusive.

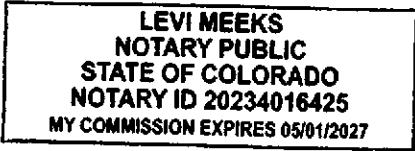
The word "Grantor", wherever used herein, shall include either one or more persons or entities, and the masculine case wherever used shall include the feminine or neuter case. All covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the successors, heirs and assigns of the parties.

Executed this 9th day of June, 2023

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

Grantor(s):
Sharon R. Bennett
Sharon R. Bennett

The within instrument was acknowledged before me this 9th day of June, 2023, by Sharon R. Bennett.



Seal

WITNESS my hand and official seal
Levi Meeks
Notary Public
1146 Interquest Plaza
Notary's Address
My Commission Expires 5-1-27