

NONEXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER OPTIC NETWORK AND UNDERGROUND UTILITIES

This NONEXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER OPTIC NETWORK AND UNDERGROUND UTILITIES (“Agreement”) is made this _____ day of _____, 2023, by and between **CRYSTAL LAKES ROAD AND RECREATION ASSOCIATION**, a Colorado Common Interest Ownership Act (CCIOA) entity (“Licensor” or “CLRRA”), whose address is **300 Tami Road, Red Feather Lakes, CO 80545**, and **[FIBER PROVIDER]** a xxxxx, (“Licensee”), having its principal place of business at **xxxxx**.

RECITALS

A. Licensor holds good and valid title to the Public Rights of Way and desires to protect and preserve the ROW. Licensor further maintains the authority to regulate access to and use of the ROW in a manner that protects the public health, safety and welfare, consistent with Applicable Law.

B. Licensee is in the business of providing Services to its customers through underground Networks, (“the Network to be installed in CLRRA, in accordance with regulations promulgated by the Federal Communications Commission (“FCC”) and other Utilities pursuant to this Agreement. Licensee expects to install Licensee Facilities in a manner designed to ensure all entities located within the jurisdiction of Licensor are capable of receiving Services.

C. Licensee desires Licensor’s permission to use and occupy a portion of the ROW within and throughout the Subdivision (“Licensed Property”), for installation, construction, operation, repair, and maintenance of Licensee Facilities under the Licensed Property.

D. Licensor desires to grant to Licensee a nonexclusive license (“License”) for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

NOW, THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Licensee, with respect to such interest as Licensor may have in the ROW, the authorization to install, construct, operate, maintain, repair, inspect, remove and replace the Licensee Facilities in, under, or along the ROW, subject to the following:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this Agreement.

1.1 “Applicable Law” means any statute, ordinance, judicial decision, order (including, without limitation, FCC orders), executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.2 “Claims” means (1) losses, liabilities, costs and expenses of any sort, including attorneys’ fees; (2) fines and penalties; (3) environmental costs, including, but not limited to,

investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other reasonably related costs or expenses incurred by CLRRRA as a result of the Licensees' use of CLRRRA's property.

1.3 "Hazardous Substance" means any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste, or substance or related injurious materials, whether injurious by themselves or in combination with other materials, provided, however, janitorial supplies in reasonable quantities which are used in accordance with manufacturer's instructions and Applicable Laws shall not be deemed a Hazardous Substance.

1.4 "Installation Date" shall mean the date that the first Licensee Facility is installed by the Licensee pursuant to this Agreement.

1.5 "Licensee Facility" means electronics equipment, transmission equipment, conduit, fiber optic cables, coaxial cables, mounts, hangers, pull boxes, conduit, brackets, fiber optic cable and other accessories and component equipment related to the operation of Licensee's Network.

1.6 "Network" means the systems operated by the Licensee within the CLRRRA to serve its customers in CLRRRA.

1.7 "Right-of-Way" or "ROW" means the space in, upon, above, along, and below the private streets, roads, lanes, courts, ways, including utility easements that are under the jurisdiction of CLRRRA. This term shall not include CLRRRA parkland, open space, trails, or any property owned by any person or entity other than CLRRRA, except as provided by Applicable Laws or pursuant to an agreement between CLRRRA and any such person or entity.

1.8 "Services" means the utilities or telecommunications or broadband services provided through the Network by the Licensee to its customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the Network to another person or entity, provided that Licensee at all times retains exclusive control over the Network and remains responsible for locating, servicing, repairing, relocating or removing its Network pursuant to the terms of this Agreement. This includes any Licensee network damage that occurs due to road maintenance and repair.

Section 2. Scope and Term of Agreement. The term of this Agreement shall be fifteen (15) years from the date it has been executed by both parties. All rights expressly granted to the Licensee under this Agreement, which shall be exercised at the Licensee's sole cost and expense, shall, subject to Applicable Law. All rights expressly granted to the Licensee under this Agreement shall be subject to the Licensor's lawful exercise of its police powers and the prior and continuing right of the Licensor under Applicable Law to use any parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the ROW. Except with respect to the License granted herein, nothing in this Agreement shall be deemed to grant convey, create, or vest in the Licensee a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to, and shall conform to Applicable Law. Nothing in this Agreement shall be deemed to grant a franchise, nor permit CLRRRA to collect a franchise fee. This

Agreement does not grant a franchise or other right to utilize the ROW to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services. This Agreement will be automatically extended for an additional term of fifteen (15) years from the expiration date of the current term, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations) at least three (3) years before the expiration of this Agreement. Notwithstanding the expiration of this Agreement, and so as long as the parties are negotiating in good faith, and until such time as either a new agreement has been reached or CLRRRA has determined not to renew this Agreement, Licensee shall have the right to continue to occupy and use the ROW pursuant to the terms of this Agreement.

Section 3. Construction and Maintenance. The Licensee intends to install its Utilities or Network at the locations set forth on plans to be approved by the Licensor and submitted as a request for supplemental site license. The Licensee shall be required to obtain a supplemental site license, using the form attached to this Agreement as Exhibit A, for each Licensee Facility location by submitting all information required by Exhibit A prior to beginning construction. The Licensor will authorize the Licensee to commence construction with the grant of a supplemental site license and the provision of all necessary permits and Licensor's granting or approval applicable to such licenses shall not be unreasonably, withheld, conditioned, or delayed. Approved supplemental site licenses will be attached to this document as part of Exhibit B. Each supplemental site shall be limited to a reasonable size that will minimize impacts to the public, as determined by the Licensor. The Licensee shall comply with Applicable Law, and generally applicable, nondiscriminatory Licensor technical specifications and requirements related to the construction, installation, operation, maintenance, and control of Licensee Facilities installed in the ROW.

3.1 **Obtaining Required Permits.** The installation of Licensee Facilities in the ROW shall require the supplemental site license described on Exhibit B and shall additionally require compliance with any applicable provisions related to applicable Larimer County Right of Way Use Permits. All attachments, maintenance, or location of Licensee Facilities in the ROW shall also require a permit as required by CLRRRA's indicating exact location and depth. The Licensee shall apply for such permits and pay the permit fees as published in CLRRRA's policy fee schedule. The Licensor shall respond to the Licensee's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Licensee in facilitating the deployment of the Network in the ROW in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the ROW, the Licensee shall identify the horizontal and vertical locations of any other existing underground utility or other facilities in the ROW in the proximity of the proposed work area, in accordance with state laws for subsurface utility engineering. Licensee shall provide construction drawings for permitting purposes, stamped by an engineer that identifies Utilities and identifies the location of all Licensee Facilities to be installed. Such drawings shall be provided to the Licensor with each request for a supplemental site license. For each supplemental site license, Licensee shall submit construction drawings prepared by an engineer licensed in the state of Colorado for review no less than fifteen (15) business days prior to beginning construction. If revisions to the construction drawings are required by the Licensor, an additional ten (30) business days shall be allotted for review of each set of revised plans. Construction shall not begin until written confirmation of grant of a supplemental site license by the Licensor and the acquisition of all necessary permits. Licensee shall be allowed to seek permits year-round and all permits granted by Licensor shall stay open for no fewer than twelve (12) months from the date the permit was granted. The Licensee shall be limited to two (2) active permits for

supplemental sites at any time. All work associated with a permit must be completed, including all restoration of pavement, sidewalks, landscaping, and other items, before a permit can be closed and a new permit issued.

3.2 Fees. In the event that the fees included in Licensor's Right of Way fee schedule are not sufficient to cover the cost of Licensor's review of Licensee's supplemental site license applications for authorization to install specific Licensee Facilities, Licensee hereby agrees to pay CLRRRA any costs that CLRRRA incurs to allow CLRRRA to recover its actual costs for plan review, engineering and surveying review, prior to and during the permitting process, and for construction observation, inspection and materials testing during the construction process. Should CLRRRA elect to utilize an engineering consultant to perform any review or observation duties, the Licensee hereby agrees to pay that cost, plus a 10% administrative fee, less the applicable fees collected pursuant to CLRRRA's permit fee schedule.

3.3 Public Infrastructure Security. Licensee shall provide financial security, in the form of letter of credit (in a form approved by CLRRRA) or cash, for the cost to repair or reconstruct all public infrastructure anticipated to be required with any supplemental site license. The Licensee shall provide an engineer's estimate of the anticipated work for review with the associated supplemental site license, and shall provide security in the approved amount prior to issuance of the supplemental site license and any required construction permit. When all required repairs or reconstruction of public infrastructure has been completed in accordance with CLRRRA standards, the Licensor shall release the security back to the Licensee within three years. Should the Licensee fail to complete the required repairs or reconstruction within a reasonable timeframe in which to minimize impacts to the public, as determined by CLRRRA or designee, the Licensor may use this security for the sole purpose of completing the repairs or reconstruction?

3.4 Restoration Security. With each supplemental site license, Licensee shall provide financial security, as determined by CLRRRA, in the form of letter of credit (in a form approved by CLRRRA) or cash, which amount is to secure the necessary restoration of areas of private property and privately owned improvements disturbed with the construction. When all restoration work has been completed by the Licensee, the Licensor shall release the security back to the Licensee within a three year period. Should the Licensee fail to complete the restoration pursuant to the procedure described in Section 5, below, the Licensor may use this security for the sole purpose of completing the restoration work, including reimbursing a third-party property owner who caused such restoration following Licensee's failure to adhere to the requirements of Section 5. The release of the restoration security by the Licensor does not relieve the Licensee of any remaining obligations associated with private property restoration, including landscaping or other improvements not owned by the Licensor.

3.5 Winter Completion. Should the construction associated with any permit be completed between December 1 and March 31, the Licensee shall be required to complete any outstanding repairs and/or restoration by May 1. The Public Infrastructure Security and/or the Restoration Security (as applicable) will be held by CLRRRA until all repairs and/or restoration are completed. Depending on the scope of the outstanding repairs and/or restoration, CLRRRA may consider such permits substantially completed for the purpose of issuing additional permits, subject to the permit limitations set forth in this Agreement, as determined by CLRRRA or designee.

3.2 Utility Notification Center. Licensee shall contact the Utility Notification Center of Colorado, <https://www.colorado811.org/>, for location of any underground Utilities, and locate the Licensee Facility as required. Licensee shall use commercially reasonable efforts to coordinate with Licensor and any affected Utilities to undertake locations in accordance with the policies of each entity.

3.3 Blasting. Licensee shall not do or permit to be done any blasting above, underneath, or near the ROW.

3.4 Location of Licensed Facilities. All Licensed Facilities shall be placed a minimum of: (i) ten (10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and nonpotable water lines; and (ii) eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and nonpotable water lines and wherever possible at perpendicular crossings. In the event Licensee is unable to install Licensee Facilities in accordance with this Section 3.4, or has otherwise determined such placement is not feasible, the Licensee and Licensor will work collaboratively to determine the location of the Licensee Facilities in accordance with CLRRA. All Licensed Facilities shall be placed underground.

3.5 To the extent that Licensee or any of its contractors cause damage to other utility facilities, if there is damage caused to any major facility, at the discretion of CLRRA, all construction within CLRRA shall cease in order to allow the affected Utilities to have the damage repaired. Any contractor of Licensee that causes damage to another utility's facilities more than two times may be forbidden by the Licensor from doing any further work under this Agreement.

Section 4. Relocation, Removal and Abandonment of Licensee Facilities.

4.1 Relocation of Licensee Facilities. The Licensee understands and acknowledges that Licensor may require the Licensee to relocate one or more of its Licensee Facility installations horizontally or vertically. The Licensee shall at Licensor's direction relocate such Licensee Facility at the Licensee's sole cost and expense not later than one hundred and eighty (180) days after receiving written notice that the Licensor reasonably determines that the relocation is needed for any of the following purposes: (a) construction, completion, repair, relocation, or maintenance of a Licensor facility or ROW; (b) interference with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Licensor property; or (c) to protect or preserve the public health or safety. In any such case, Licensor shall use its best efforts (but shall not be required to incur financial costs) to afford the Licensee a reasonably equivalent alternate location. If the Licensee shall fail to relocate any Licensee Facility as requested by the Licensor within one hundred and eighty (180) days after the above-referenced notice in accordance with this subsection, Licensor shall be entitled to relocate the Licensee Facility at the Licensee's sole cost and expense, without further notice to the Licensee.

4.2 Removal and Abandonment of Licensee Facilities.

4.2.1 Notification of Abandoned Licensee Facilities. If Licensee intends to discontinue use of any Licensee Facilities, it shall notify Licensor in writing of the intent to discontinue use. Such notice shall describe the Licensee Facilities for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than thirty (30) days

from the date such notice is submitted to the Licensor and the method of removal and restoration. The Licensee may not remove, destroy or permanently disable any such Licensee Facilities during said thirty (30) day period without written approval of Licensor. After thirty (30) days from the date of such notice, Licensee shall remove and dispose of such Licensee Facilities as set forth in the notice, as the same may be modified by the Licensor, and shall complete such removal and disposal within sixty (60) days, unless additional time is requested from and approved by Licensor. If Licensee fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the Licensor, upon written notice to the Licensee, shall have the right at the Licensor's sole election, but not the obligation, to perform this removal work and charge the Licensee for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of the Licensee's property after removal within sixty (60) days after the date of a written demand for this payment from the Licensor.

4.2.2 Conveyance of Licensee Facilities. At the discretion of Licensor, and upon written notice from Licensor within thirty (30) days of the notice of abandonment, Licensee may abandon the Licensee Facilities in place, and shall further convey full title and ownership of such abandoned Licensee Facilities to Licensor in a form acceptable to Licensor. The consideration for the conveyance is Licensor's permission to abandon the Licensee Facilities in place. The Licensee is responsible for all obligations as owner of the Licensee Facilities, or other liabilities associated therewith, until the conveyance is completed.

4.2.3 Abandonment of Licensee Facilities in Place. At the discretion and upon written notice of Licensor, Licensee may abandon the Licensee Facilities in place, but Licensee still retains the responsibility for all obligations as Owner of the Facilities, or other liabilities associated therewith.

4.2.4 The provisions of the Section shall survive the expiration or earlier termination of this Agreement. Unless removed by the Licensor as set forth herein, the Licensee may remove its Licensee Facilities from the ROW at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting requirements.

Section 5. Damage and Restoration. Unless otherwise provided by Applicable Law, whenever the installation, removal or relocation of any Licensee Facility is required or permitted under this Agreement, and such installation, removal or relocation shall cause the ROW or any Licensor or other public or private property to be damaged, or whenever Licensee, in connection with any of its operations, causes damage to the ROW or any other public or private property, the Licensee, at its sole cost and expense, shall repair, or cause to be repaired, the damage and return the ROW in which the Licensee Facility is located and all affected property to a safe and satisfactory condition, as follows: if CLRRRA or its designee determines that any damage poses a risk to the safety and/or health of the public, such damage shall be repaired within 24 hours; any damage to public infrastructure, including roadways, sidewalks, drainage or utility infrastructure, and associated items, or actively operating irrigation systems, shall be repaired within ten (10) days; any other damage to private property shall be repaired within thirty (30) days. If the Licensee does not repair the damage as described herein, then the Licensor shall have the option, upon fifteen (15) days' prior written notice to the Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of the Licensee and to

(1) use the Licensee's Restoration Security to fund such work and (2) charge the Licensee for the actual costs incurred by the Licensor at Licensor's standard rates, including administrative time. Upon the receipt of a demand for payment by the Licensor, the Licensee shall promptly reimburse the Licensor for such costs. In the case of fire, disaster or other emergency impacting the public health and safety, the Licensor may remove or disconnect the applicable Licensee Facility located in the ROW or on any other property of the Licensor. To the extent feasible as a result of any emergency, the Licensor shall provide reasonable notice to the Licensee prior to taking such action and if the situation safely permits, provide the Licensee with the opportunity to perform such action within twenty-four (24) hours unless, in the Licensor's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

Section 6. Other Utilities; Other Service Providers.

6.1 Licensee agrees and understands that if Licensor has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities within the ROW, Licensee has been fully advised by Licensor that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Licensee shall advise all employees, agents, contractors, and other persons who enter upon the Property the existence and nature of such natural gas facilities and the potential danger and risk involved.

6.2 Licensee agrees and understands that any natural gas facilities, if located within the ROW, may be subject to cathodic protection by rectifier and related anode beds, and that Licensor shall not be liable for stray current or interfering signals induced in the Licensee Facility as a result of the operating of the cathodic protection system.

6.3 Licensee agrees and understands that if Licensor has permitted and allowed to be constructed electric transmission, distribution, or related facilities within the ROW, Licensee has been fully advised by Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property of the existence and nature of such electric facilities and the potential danger and risk involved.

Section 7. Hazardous Substances. Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the ROW in violation of any Applicable Law. Except to the extent of the negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Licensee is only using a small portion of the ROW and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's, its agents' or contractors' specific activities and responsibilities under this Agreement.

Section 8. Indemnification and Insurance.

8.1 Indemnity. Licensee shall indemnify, defend and hold the Licensor, its employees, officers, elected officials, agents and contractors (the “Indemnified Parties”) harmless from and against all injury, loss, damage or liability (or any Claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Network and any Licensed Facilities, or the Licensee’s breach of any provision of this Agreement. Licensee’s indemnification obligations extend to any Claims asserted by and person or entity, including, but not limited to, employees of Licensee or its contractors, subcontractors, or their employees; and any Claims arising from, or alleged to be arising in any way from, the acts or omissions of Licensee, its sublessees, invitees, agents, or employees.

8.1.1 Licensor shall give the Licensee timely written notice of the making of any Claim or of the commencement of any action, suit or other proceeding in connection with any Claim. In the event such Claim arises, Licensor shall tender the defense thereof to the Licensee and the Licensee shall reasonably consult and reasonably cooperate with the Licensor’s CLRRRA Attorney’s Office while conducting its defense. Licensor and the Indemnified Party shall cooperate fully therein with Licensee’s legal representative and shall be consulted on any settlements of claims prior to the execution of any settlement agreements.

8.1.2 If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by Licensee to represent the Licensor, the Licensee shall pay for all reasonable expenses incurred by the Licensor as a result of such separate representation; provided, however, in the event separate representation becomes necessary, Licensor shall select its own counsel and any other experts or consultants, subject to the Licensee’s prior approval, which shall not be unreasonably withheld. Licensor’s expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants’ fees.

8.2 Insurance Requirements.

8.2.1 Licensee shall carry at its own cost and expense, the following insurance: (i) commercial general liability insurance with a limit of liability of at least \$5,000,000 per occurrence and \$5,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) excess or umbrella liability on an occurrence basis in excess of the commercial general liability insurance, which has coverage as broad as such policy, with a limit of at least \$2,000,000; (iii) Workers’ Compensation Insurance as required by law and employers’ liability insurance with limits of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 bodily injury disease policy limit. Notwithstanding the foregoing, upon sixty (60) days’ prior notice to and review by Licensee, no more than once every three (3) years, Licensor may increase the aforementioned limits of insurance in its reasonable discretion in order to provide for levels of coverage similar to that required of other rights of way users at that point in time.

8.2.2 All of the insurance coverages identified in Section 8.2.1, except the workers’ compensation insurance and employer’s liability insurance, shall include Licensor as an additional insured as their interest may appear under this Agreement. Each of such insurance coverages shall contain a waiver of subrogation for Licensor’s benefit. Further, the insurance

coverages identified in Section 8.2.1 will be primary and noncontributory with respect to any self-insurance or other insurance maintained by Licensor.

8.2.3 Upon execution of this Agreement and upon any subsequent request of Licensor, Licensee shall provide Licensor with a Certificate of Insurance and blanket additional insured endorsements evidencing the coverage required by this Section 8.

8.2.4 Upon receipt of notice from its insurer, Licensee shall provide thirty (30) days advance notice to Licensor in the event of cancellation of any coverage.

8.2.5 All of the insurance policies Licensee and its subcontractors that undertake trenching, directional boring within the Right-of-Way are required to maintain pursuant to this Section 8 shall be obtained from insurance carriers having an A.M. Best rating of at least A-VII. All other subcontractors shall be subject to reasonably appropriate insurance requirements set by Licensee which are commensurate with the type of work the subcontractor is performing.

8.3 Governmental Immunity. Licensor does not waive any provisions, coverages or protections of the Colorado Governmental Immunity Act as a result of entering into this Agreement.

Section 9. Notices.

9.1 Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

Licensee _____

Attention: _____

Licensor Crystal Lakes Road and Recreation Association
300 Tami Road
Red Feather Lakes, CO 80545
970-881-2250
Generalmanager@crystal-lakes.org

A Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two business days after it shall be mailed by United States certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

9.2 Emergency Contact. Licensee shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring Licensor to take immediate action. Licensee's 24/7 call center number is: _____.

Section 10. Miscellaneous Provisions.

10.1 A Licensee representative shall have one copy of the applicable rights of way permit issued for work authorized under any supplemental site license on the Property and available during construction of any Licensed Facility

10.2 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.3. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any proceeding arising out of this Agreement shall be in Douglas County, Colorado.

10.4 No Waiver. A party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. Both Licensor and Licensee expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither Licensor nor Licensee shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.

10.5 Force Majeure. With respect to any provisions of this Agreement, the violation or noncompliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or noncompliance shall be excused where such violation or noncompliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, pandemics, or other events, the occurrence of which was not reasonably foreseeable by such party and is beyond such party's reasonable control, and which was not caused and could not have been avoided by a party which used its best efforts in its operations to avoid such results. If a party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Agreement, it shall provide documentation as reasonably required by the other party to substantiate its claim. If that party has not yet cured the deficiency, it shall also provide the other party with its proposed plan for remediation, including the timing for such cure.

10.6 Limitation of Liability. Except for indemnification pursuant to Section 8, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10.7 Representations and Warranties. Each party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective

obligations hereunder and that such obligations shall be binding upon it without the requirement of the approval or consent of any other person or entity in connection herewith.

10.8 No Third-Party Beneficiaries. This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.

10.9 Other ROW Users. The parties understand and agree that Licensor permits other persons and entities to install utility facilities in the ROW. In permitting such work to be done by others, Licensor shall not be liable to Licensee for any damage caused by those persons or entities.

10.10 Public Disclosure. Licensee acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, §24-72-202(6), C.R.S., and accordingly may be disclosed to the public.

10.11 This Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

10.12 All Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

LICENSOR:
THE CRYSTAL LAKES ROAD AND RECREATION ASSOCIATION, xxxx

LICENSEE:

Add Signature Blocks

**EXHIBIT A to MASTER LICENSE AGREEMENT
FORM OF SUPPLEMENTAL SITE LICENSE**

SUPPLEMENTAL SITE LICENSE AGREEMENT

THIS SUPPLEMENTAL SITE LICENSE AGREEMENT is entered into this ___ day of _____, 202_ (“Effective Date”) between the CRYSTAL LAKES ROAD AND RECREATION ASSOCIATION, (“Licensor” or “CLRRA”) and [Fiber Provider]. (“Licensee”) (collectively, the “Parties”).

Section 1. Supplemental Site License. CLRRA grants to Licensee a nonexclusive, revocable Supplemental Site License to locate, construct, operate, control and maintain the Equipment, as contemplated and defined in that certain Master License Agreement For Fiber Network in connection with the operation of Licensee’s Network, between CLRRA and Licensee dated _____, 2022 (the “License Agreement”), within the Right Of Way (“ROW) (as defined in the License Agreement) segment shown in **Exhibit A**, attached hereto and incorporated herein by this reference (“Equipment Location”).

The grant of this Supplemental Site License indicates that at the time of its execution, Licensee is materially compliant with all other Supplemental Site Licenses granted by CLRRA for grids which are under construction at time of application or have been completed immediately prior to application. Should Licensee be in violation of any material term of any Supplemental Site License granted by CLRRA, CLRRA shall provide Licensee written notice of such violation and CLRRA shall have the option to deny Licensee’s Supplemental Site License applications which are subject to CLRRA’s approval at the time CLRRA informed Licensee of the applicable violations. In the event CLRRA denies the issuance of new Supplemental Site Licenses pursuant to the provisions of this Section 1, CLRRA and Licensee shall promptly meet and negotiate in good faith to determine the obligations Licensee must fulfill prior to the issuance of new Supplemental Site Licenses. If Licensee and CLRRA mutually agree on the obligations Licensee must perform, Licensee shall promptly undertake performance of such obligations and so as long as Licensee is diligently pursuing performance and notwithstanding the fact the obligations have not been fulfilled, CLRRA shall have the option to commence the issuance of new Supplemental Site Licenses.

Section 2. Incorporation of Agreement. All of the terms and conditions of the License Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the License Agreement. In the event of a contradiction, modification or inconsistency between the terms of the License Agreement and this Supplemental Site License, the terms of this Supplemental Site License shall govern. This Supplemental Site License shall, when executed, be attached as part of Exhibit B to the License Agreement. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the License Agreement unless otherwise indicated herein.

Section 3. Plan and Profile. Plans and profiles for the construction and installation of the applicable Equipment at the Equipment Location based on CLRRA as built drawings and/or GIS information and documenting variances from the standard depth or running line due to conflicts with

existing facilities shall be submitted to and approved by CLRRRA in writing before beginning any work within the ROW or public utility easements or other easements benefiting CLRRRA within CLRRRA or installation of such Equipment. Plans in up to 300 roof top increments shall show Licensee's drawings of Equipment as compiled in accordance with CLRRRA's practices and procedures as they are in effect from time to time, as well as any information required by Applicable Law. "As-Built" drawings with respect to the Equipment will be provided to CLRRRA within ninety (90) days after completion of installation of the applicable grid. Depths of the existing CLRRRA Utilities will be detailed using the existing CLRRRA GIS records available to Licensee. If the location and/or depth of the existing CLRRRA utility is unknown, Licensee or its contractor will provide locates and/or pothole at the time of Equipment placement and provide a new plan and depth to CLRRRA in the form of a redline after construction.

Section 4. Equipment. The Equipment to be installed at the Equipment Location is described in **Attachment 1, Table 1**, attached hereto and incorporated herein by this reference.

Section 5. Term of Supplemental Site License. The term of this Supplemental Site License shall be as set forth in Section 2 of the License Agreement.

Section 6. Commencement Date of Supplemental Site License. The commencement date of this Supplemental Site License is the date Licensee completes installation of the applicable Equipment at the Equipment Location and receives final approval of the installation from CLRRRA ("Installation Date").

Section 7. Approvals. It is understood and agreed the Licensee's ability to install its Equipment in the ROW is contingent upon its obtaining all of the appropriate certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required under Applicable Law (as defined in the License Agreement), and such approval which shall not be unreasonably withheld, conditioned, or delayed by CLRRRA. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) Licensee determines the Equipment Location is no longer technically compatible or financially feasible for its use, Licensee shall have the right to terminate all or part of this Supplemental Site License. Notice of Licensee's exercise of its right to terminate shall be given to CLRRRA in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All standard and customary permit fees paid to said termination date shall be retained by CLRRRA. Upon such termination, all or part of this Supplemental Site License, as applicable, shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder and in the License Agreement and CLRRRA's obligation to pay any fees which Licensee may have accrued and which are subject to reimbursement under the applicable Supplemental Site License.

Section 8. Nonliability. Licensee acknowledges that CLRRRA's review and approval of the plans for the Equipment is done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to Licensee or third parties is assumed by such review approval, or immunity waived, as is more specifically set forth in the Colorado Governmental Immunity Act.

Section 9. Hold Harmless. Licensee agrees to indemnify, defend and hold CLRRA harmless from any claims brought by any third party against CLRRA which are attributable to any act of Licensee, its employees, agents, contractors, subcontractors, and consultants with respect to: (i) the construction and installation of the Equipment at the Equipment Location; and (ii) any activities undertaken pursuant to this Supplemental Site License. This indemnification does not extend to claims of willful misconduct or negligence brought by any third party against CLRRA which is attributable to any act or omission of CLRRA.

Section 10. Notice and Communications. All notices, requests, and demands to or upon any party to this Supplemental Agreement shall be in writing addressed to the person designated below for the Parties at the indicated address. A Party may by notice in writing change its address for the purpose of this Supplemental Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two business days after it shall be mailed by United States certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery via electronic mail or otherwise, or (iii) one business day after deposit with any recognized commercial air courier or express service.

<u>Licensee</u>	x _____ _____ Attention: _____
	x. _____ _____ Attention: _____

Licensor CLRRA

Section 11. Governmental Immunity. CLRRA and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Supplemental Site License, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to CLRRA and its officers, attorneys or employees.

Section 12. Incorporation of Exhibits. All Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

CRYSTAL LAKES ROAD AND RECREATION
ASSOCIATION:

CLRRA General Manager

[Fiber Provider]

Name/Title:

EXHIBIT A to Supplemental Site License
(Drawings of specific installation proposed in rights-of-way as
covered by this Supplemental Site License)

ATTACHMENT 1 TO SUPPLEMENTAL SITE LICENSE

Table 1

ROW SITE ID NO.	STREET NAMES/INTERSECTIONS/LOCATIONS OF SPECIFIC EQUIPMENT BEING INSTALLED	DESCRIPTION OF EQUIPMENT TO BE DEPLOYED AT SPECIFIC LOCATION AUTHORIZED IN SSL

**EXHIBIT B TO MASTER LICENSE AGREEMENT
LIST OF APPROVED SUPPLEMENTAL SITE LICENSES**

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY CLRRA:

SUPPLEMENTAL SITE ID NO.	DATE GRANTED	APPROVED BY: