

COMPROMISE, RELEASE, AND SETTLEMENT AGREEMENT

The Compromise, Release, and Settlement Agreement ("Agreement") is entered into as of the ____ day of July, 2022, ("the Effective Date") between Zayo Group, LLC, a Delaware limited liability company whose address is 1821 30th Street, Unit A, Boulder, Colorado 80301, its affiliates, successors, and assigns ("Zayo") and the City of San Antonio, a municipality in the State of Texas ("the City"), whose address is 114 W. Commerce, 6th Floor, San Antonio, Texas 78205. Zayo and the City are referred to collectively as "the Parties."

In consideration of the premises and their respective covenants, Zayo and the City agree as follows:

1. **Background.** This agreement compromises and resolves in its entirety a dispute between the City and Zayo regarding a conflict where Zayo facilities exist in conflict with a storm drain within the City of San Antonio on or about Goliad Road. Because of this conflict, the City will incur delay costs and change order costs to its contractor for roadway construction and excavation of the area where the Zayo facilities exist while Zayo adjusts its facilities. The parties wish to resolve this dispute.
2. **Payment.** Within thirty (30) days of receiving a valid invoice from the City, Zayo agrees to pay the City a sum not to exceed sixty-two thousand and 00/100 (\$62,000.00), which payment shall constitute full satisfaction and final payment of any and all outstanding amounts due and any claims the City may have against Zayo arising out of or based on the subject matter herein.
3. **Releases.** In consideration of the payment described in Paragraph 2 of this Agreement and the release provide herein, the Parties mutually release each other and any and all of their employees, officers, directors, agents, parents, subsidiaries, predecessors, successors, assigns, affiliates, attorneys, contractors in individual and official capacities, from any and all obligations to pay, liability, damages, claims, actions, sums of money due, attorneys' fees, court costs, expenses, in law or in equity, contract or tort, known or unknown, which the Parties had, now has or might have in the future relating to, arising out of, or in connection with the relocation that is the subject of this Agreement, whether known or unknown. The parties warrant that they have not assigned, encumbered, pledged, or otherwise transferred or assigned the released claim to any extent, that it owns them free of any third-party claim or encumbrance.
4. **Attorneys Fees and Expenses.** Each Party shall bear all of its own costs, including its own attorneys' fees and expenses, in connection with the dispute and resolution.
5. **No Admissions.** This Agreement is undertaken solely for the purpose of resolving a disputed matter between the Parties by compromise, and in order to avoid the expense and inconvenience of litigation. This Agreement does not constitute an admission of liability or of fact by either of the Parties, and neither the Agreement nor any of its details may be tendered as evidence of any admission or fact in any further proceeding.
6. **Parties Bound.** This Agreement will bind the respective administrators, legal representatives, successors, and assigns of each party.

7. **Governing Law and Venue.** This Agreement is a Texas contract made under the laws of the State of Texas and deemed executed in Texas. It will be enforced according to Texas law without regard to its conflict of laws rules or any other rules directing referral to foreign laws or forums.
8. **Headings.** The captions in this Agreement are solely for convenience, and will not affect the interpretation of any terms of the Agreement.
9. **Counterparts.** The parties have executed and delivered to one another duplicate originals of this Agreement, each of equal dignity to the other. All faxed and electronic signatures (e.g. PDF) hereto shall be deemed to be originals.
10. **Interpretation and Entirety of the Agreement.**
 - a. Each Party acknowledges that this Agreement has been negotiated at arms' length, that each of the undersigned Parties has been represented in the negotiations by counsel, and that none of the undersigned Parties has reposed trust or confidence in the other such as to create any confidential or fiduciary relationship. This Agreement will be deemed to have been prepared jointly by the Parties and will not be construed against one or the other solely because of authorship. The language will be interpreted as a whole, according to its fair meaning.
 - b. This Agreement state all understandings and obligations of the Parties with respect to the subject matter hereof. All terms, including the recitals, are binding on the Parties. No amendment or modification of this Agreement will be valid or binding unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers. Any prior negotiations or representations by any agent or representative of the Parties are merged into this Agreement, and no such prior negotiations or representations shall be binding on the Parties or have any force or effect.
11. **Authorization.** Each of the signatories below represents that he or she is authorized to execute this Agreement on behalf of the entity named above their respective signature, and to bind such entity to the terms of this Settlement Agreement. This Settlement Agreement is binding upon all successors and assigns of each party.

SIGNATURES BELOW

WITNESS the signatures of the Parties on the day and year set forth below:

FOR: Zayo GROUP, LLC

By: 
Name: John Coughlin

Title: Director of Outside Plant

Date: 7/7/2022

FOR: City of San Antonio

By: _____
Name:
Title:
Date:

Certificate Of Completion

Envelope Id: 816AFE8C9D9C469B99B59D2977D7BB3A

Status: Completed

Subject: Please DocuSign: San Antonio Release 7.7.2022.docx

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Brittany McNamara

AutoNav: Enabled

1805 29th Street, Suite 2050

Envelope Stamping: Enabled

Boulder, CO 80301

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

brittany.mcnamara@zayo.com

IP Address: 67.190.169.19

Record Tracking

Status: Original

Holder: Brittany McNamara

Location: DocuSign

7/7/2022 9:52:29 AM

brittany.mcnamara@zayo.com

Signer Events

John Coughlin

john.coughlin@zayo.com

Director of Outside Plant

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



F6CCA01EF7984E8...

Signature Adoption: Pre-selected Style

Using IP Address: 205.209.41.236

Timestamp

Sent: 7/7/2022 9:57:09 AM

Viewed: 7/7/2022 10:01:12 AM

Signed: 7/7/2022 10:01:55 AM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2022 10:01:12 AM

ID: aa0fd904-7a8d-49df-9fc0-b93f122330d0

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/7/2022 9:57:09 AM

Certified Delivered

Security Checked

7/7/2022 10:01:12 AM

Signing Complete

Security Checked

7/7/2022 10:01:55 AM

Completed

Security Checked

7/7/2022 10:01:55 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Zayo Group, Inc - Human Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Zayo Group, Inc - Human Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: HR@zayo.com

To advise Zayo Group, Inc - Human Resources of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at HR@zayo.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Zayo Group, Inc - Human Resources

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to HR@zayo.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Zayo Group, Inc - Human Resources

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to HR@zayo.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Zayo Group, Inc - Human Resources as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Zayo Group, Inc - Human Resources during the course of your relationship with Zayo Group, Inc - Human Resources.