

## Easement and Right of Way Agreement

This Easement and Right of Way Agreement, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by and between \_\_\_\_\_ hereinafter called "Grantor"

(whether grammatically singular or plural), and the LITTLE THOMPSON WATER DISTRICT, a quasi-municipal corporation,

835 East Highway 56, Berthoud, Colorado 80513, hereinafter called the "District."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants, sells, conveys and transfers to the District, its successors and assigns, the sole, exclusive and permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, reconstruct, inspect, upgrade, increase line size or capacity, operate, repair, maintain, replace, remove and operate one or more lines for the transmission, distribution and service of water, and all underground and service appurtenances thereto, including metering stations, vaults, enclosures, identification signs and other fixtures, over, across, under and upon the following described land, situate in the County of \_\_\_\_\_, State of Colorado, to wit: (Insert legal description.)

County Recorded \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

Reception Number \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

The easement and right of way shall be \_\_\_\_\_ feet wide.

### GRANTOR FURTHER GRANTS TO THE DISTRICT:

- (a) The right to grade the strip of land for the full width thereof and to extend the cuts and fills with such grading into and on the land along and outside the strip to the extent as the District may find reasonably necessary;
- (b) The right to support the pipelines across ravines and water courses with such structures as District shall deem necessary;
- (c) The right of ingress to and egress from the strip over and across the land by means of roads and lanes thereon, if such exists, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of the land which is isolated from the strip by any public road or highway now crossing or hereafter crossing the land; provided, further, that if any portion of the land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the strip, the right of ingress and egress on the portion shall be confined to such dedicated roads and highways;
- (d) The right of grading for, constructing, maintaining and using such roads on and across the lands as the District may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the land;
- (e) The right to install, maintain and use gates in all fences which now cross or shall hereafter cross the strip;
- (f) The right to mark the location of the strip by suitable markers set in the ground; provided that any such markers remaining after the period of construction shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the strip;
- (g) All other rights necessary and incident to the full and complete use and enjoyment of the right-of-way and easement for the purposes herein granted.

### GRANTOR HEREBY CONVENANTS AND AGREES:

- (a) That Grantor shall not erect or place any permanent building, structure, improvement, fence or tree on the described easement; and the District shall not be liable for their removal if they are so placed, and Grantor agrees, at Grantor's sole expense to so remove such items.
- (b) Grantor shall not diminish the ground cover over the water lines and shall not substantially add to the ground cover over the water lines or their appurtenances by and between: \_\_\_\_\_.
- (c) Grantor shall not grant any other easement, right-of-way, permit or license upon, under or over said property without the written consent of the District.
- (d) Grantor warrants that Grantor is the owner in fee of the above-described lands and will defend the title thereto against all claims and that said lands are free and clear and clear of encumbrances and liens of whatsoever character, except the following:

