

AGREEMENT ON PERMIT FOR EASEMENT CROSSING

THIS AGREEMENT, made and entered into this _____ day of _____, 2_____, by and between the LITTLE THOMPSON WATER DISTRICT, a Colorado special district quasi-municipal corporation, (Grantor), and _____, [a _____ (insert type of organization) authorized to do business in the State of Colorado] (Grantee), is upon the following terms and conditions, to-wit:

1. Grantor hereby grants unto Grantee, its successors or permitted assigns, a permit (the "Permit") over and across its water line and easement as presently located in the following described property located in the County of _____ and State of Colorado (the "Premises"), to-wit:

(Description)

2. The Permit shall be only for the construction, reconstruction, repair, operation and maintenance of a _____ (hereinafter the "Facilities"). The rights granted in this Permit are subordinate to the rights of the Grantor and to the rights granted by Grantor to any prior permittee or licensee on the Premises.

3. Grantee, its successors and assigns, shall have and hold the Permit until Grantee, its successors and assigns shall cease to use the rights granted herein in an active and substantial way for a period of twelve consecutive months or upon removal of the Facilities. On termination of the Permit, Grantee shall be obligated to remove at its own expense, all of the Facilities from the Premises and restore the Premises to the condition existing prior to the granting of the Permit.

4. Grantor grants to Grantee the right of ingress and egress to and from said right of way as necessary and reasonable for the exercise of the rights granted herein, said rights to be exercised, however, only within the space of _____ feet on each side of the center-line of the above granted Permit, and shall not extend to the entire water line right of way. Grantee shall bear the sole obligation of obtaining from the fee title owner of the Premises or others owning proprietary interest in the Premises, such authority or rights as Grantee may need in addition to this Permit for Grantee's use of the Premises.

5. Grantee shall comply with all federal, state and local laws, rules and regulations applicable to the project. None of the Facilities nor any other structure shall be placed upon the right of way of the water line of Grantor, and all of the Underground Facilities shall be maintained below the water line at such a depth so as not to interfere in any manner with the Grantor's operation, maintenance, dredging or other use of its water line. All underground crossings of the water line must be by boring. Any underground Facility shall be installed such that a minimum of ten foot horizontal clearance for the parallel portion of the encroachment, and a minimum twenty-four inch vertical clearance when crossing the water line are maintained. Further, durable markers such as Carsonite⁷ posts or equivalent shall be placed where the licensed Facility enters and departs the Premises and at all points of change in direction of the licensed facility. If said markers cannot practically be set over the centerline of the licensed facility because of roadways or similar obstructions on the surface, markers shall be placed as closely as practicable to said centerline. Such markers shall have a placard affixed, bearing the legend, "Marker is not over underground facility," or equivalent.

6. The grant of the Permit does not prohibit the Grantor from enlarging, removing, relocating, accessing or otherwise dealing with its water line system, and if such water line or water line facility is removed, relocated, changed or otherwise altered, the Grantee will replace the Facilities, at Grantee's sole expense, so as not to interfere with the water line or water line facility as altered, changed, repaired or relocated. All uses of Grantee under the Permit shall be subordinate to the rights of Grantor in its property, easement and right of way.

7. (a) (i) As used in this Permit, the term "Claims" means (1) losses, liabilities, 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 costs or expenses.

(ii) As used in this Permit, the term "Injury" means (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened health effect; and (4) any consequential or other damages.

(b) To the extent permitted by law, Grantee covenants and agrees to at all times protect, indemnify,

hold harmless, and defend Grantor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this Permit; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the facilities of Grantor on the Premises; or (3) Grantee's or any other person's presence at the Premises as a result of or related to this Permit.

(c) Grantee's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of Grantee or its contractors, subcontractors, or their employees;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Premises of water and water line(s) or other associated facilities; or

(iii) Claims arising from, or alleged to be arising in any way from, the acts or omissions of Grantee, its sublessees, invitees, agents, or employees.

8. No repair or maintenance of the Facilities by Grantee shall be done at such times or in such manner so as to interfere with the Grantor's operation or maintenance of its water line. Installation, repair and maintenance of the Facilities shall be entirely without cost to Grantor. The Grantee shall return the Premises to its condition prior to installation of the Facilities. Any damage done to the Premises, to Grantor's water line and/or other facilities as a result of the construction, operation, maintenance, repair, inspection, removal, replacement or relocation of the Grantee's Facilities shall be paid for or repaired at the expense of the Grantee. Grantee shall neither permit nor suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Premises for any work done or material furnished thereon at the instance or request or on behalf of Grantee. Grantee shall indemnify and hold harmless Grantor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

9. The Grantee, at the time of execution of this Agreement, will pay Grantor the sum of \$ _____ and in addition shall reimburse Grantor for all of its engineering, legal and other expenses.

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Permit may not be assigned or transferred by Grantee without the prior written consent of Grantor, which consent shall not be unreasonably withheld. In the event of any breach of this Permit by Grantee, the rights granted to Grantee shall immediately cease and terminate; and Grantee, its successors or permitted assigns shall pay to Grantor all of Grantor's costs and expenses, including Grantor's actual attorney fees and costs caused by such breach.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LITTLE THOMPSON WATER DISTRICT

By: _____
Manager

STATE OF COLORADO

ss.

COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this ____ day of _____, 2____, by _____, as Manager of the Little Thompson Water District, a Colorado special district quasi-municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(insert printed name)

ATTEST:

By: _____
[Manager, President, Authorized Officer]

[Secretary—Attesting Officer]

STATE OF _____
ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2____, by _____, as _____ [Manager, President, Authorized Officer and _____, as [Secretary—Authorized Attesting Officer], of _____, a Colorado [limited liability company, corporation, partnership, etc.—strike or change] as Grantee.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[HERE INSERT PLAN, PROFILE, TIMING OF CONSTRUCTION, AND LEGAL DESCRIPTION OF AREA AND CROSSING PLANS]