

**GRANT OF WATER PIPELINE EASEMENT
TO
LONGS PEAK WATER DISTRICT**

THIS AGREEMENT is made on _____, 200_____ between _____ (individually or collectively referred to as Grantor), and **LONGS PEAK WATER DISTRICT**, a Title 32 special district and political subdivision of the State of Colorado (District), whose legal address is 9875 Vermillion Road, Longmont, Colorado 80504-9738.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Grantor hereby grants to the District, and its successors and assigns, a permanent exclusive right (Easement) to occupy and use the real property situate in Weld County, State of Colorado, and more fully described on **EXHIBIT A** attached and incorporated herein by reference (Property), to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, operate and use one or more underground water pipelines, and all underground and surface appurtenances and facilities with respect of such pipelines, of such size and capacity as necessary or required by the District, in, through, over and across the Property, together with the right of ingress and egress over Grantor's adjacent real property for the purposes for which the above-mentioned rights are granted.

The attached **EXHIBIT A** includes a description of both the real property on which the easement is located as well as the easement itself, and a sketch of the property and easement.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the parties as follows:

1. The District shall have and may exercise the right of ingress and egress in, to, over, through and across the Property for any purpose needed for the full enjoyment of any other right of occupancy or use provided for in this Agreement.
2. Grantor shall neither cause nor permit the parking or storage of goods or equipment, or the construction or placement of any structure or building, street light, power pole, or yard light within any part of the Easement. Should the planting of any tree, woody plant or nursery stock, of any kind within the Easement be done, Grantor understands that District may remove such planting if necessary to undertake operations, maintenance and/or replacement of its facilities without liability of said plantings. Where paved roadways are installed on all or any part of the surface of the Easement they shall be installed and maintained by Grantor on and over the entire width thereof, with no planters, islands or median structures. Any prohibited use or installation located on the

Easement as of or after the date of this Agreement, including installations not conforming to Paragraph 7 below, may be removed by the District at Grantor's expense without liability to it for damages arising therefrom.

3. Fences existing as of the date hereof of this Agreement that are disturbed or destroyed by the District in the exercise of its rights hereunder shall be replaced by the District to their original condition as nearly as may reasonably be done. Grantor shall not, however, construct or install new fencing across or within the Easement without the advance written consent of the District, such consent shall not be unreasonably withheld.
4. All water pipelines installed within the Easement shall be laid not less than three feet below the surface of the adjacent ground.
5. The District shall have and may exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights granted in this Agreement. Grantor shall neither take nor permit any action which would impair the lateral or subjacent support for any water pipelines or appurtenances or cause the earth cover over any water pipeline within the Easement to be less than four feet or more than eight feet, measured vertically from the top of the pipeline. Grantor shall not add to the earth cover more than 24" over a District pipeline without advance written authorization from the District, which authorization shall provide for full payment or reimbursement to the District of all costs of adjusting District facilities made necessary by such modification. Grantor shall not remove more than 12" of earth cover over a District pipeline without advance written authorization from the District.
6. After any construction or other operations by the District which disturb the surface of the Property, the District will restore the general surface of the ground, including paving and authorized appurtenances, as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate District facilities. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the Property at the sole expense of the District. For a period of one year following disturbance of the surface of the Property by the District, the District will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the District. Seeding or sod replacement will be completed by the District as soon as is practical after completion of the installation and grading.
7. Service lines from adjacent properties which are to receive service from District facilities in the Easement may be installed in the Property by the District. Other public utilities such as water, storm sewer, gas, electric, telephone, data transmission, communication, and cable television lines may be installed in the Property only with Grantor's and District's written authorization, and on the condition that they do not interfere with the

District's rights herein granted. Public utilities which cross the Property shall cross District's facilities at approximately right angles and maintain a minimum vertical clearance from District facilities of two feet, and utilities which parallel the District's facilities shall not be located closer than five feet thereto. Except for utilities as authorized in this Agreement and for roadways, all surface and subsurface uses of the Property, including fences, trails, bikepaths, etc., must be approved in writing by the District before installation.

8. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy are consistent with, and do not impair, any grant or covenant contained in this Agreement.
9. The District is acquiring its rights in the Property in order to ensure to it a dominant easement for the exercise of the District's functions. The District may permit and authorize such other uses of the Easement not reserved by Grantor as will not impair the District's dominant rights, upon payment of reasonable compensation to the District and upon such terms, limitations and conditions as the District shall find reasonably necessary to protect its dominant right of occupancy without undue or unnecessary injury to or impairment of the estate retained by the Grantor.
10. If the District, by written instrument, releases its rights as granted in this Agreement and ceases to use the same, all right, title and interest of the District hereunder shall cease and terminate, and the Grantor or its successors in title shall hold the Property, as the same may then be, free from the rights so released and shall own all material and structures of the District so released, but nothing in this Agreement shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the District at the time of the termination of the District's rights.
11. Grantor warrants that it has full right and lawful authority to make the grant contained in this Agreement, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in title or in Grantor's right to make said grant, subject to general taxes for the year this instrument is recorded, and subject further to easements, encumbrances, exceptions, limitations, restrictions and reservations contained in instruments of record prior to the date this Agreement is recorded. The District, may in its sole discretion, require Grantor to obtain such other releases, consents, permits and grants from those persons and entities having such prior recorded interests, including mortgage holders and beneficiaries of deeds of trust.
12. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties to this Agreement.
13. This writing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

14. This Agreement shall constitute a covenant running with the land for the benefit of the District, and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

My commission expires: _____.

Witness my hand and official seal.

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Notary Public