

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT granted by \_\_\_\_\_, a \_\_\_\_\_ company, ("Grantor"), having an address of \_\_\_\_\_, to the BERKELEY WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the state (the "District"), having an address of 4455 West 58th Avenue, Suite A, Arvada, Colorado, 80002.

WHEREAS, Grantor is [DESCRIPTION OF WORK] to be dedicated to the District (hereafter referred to as the "Improvements") within certain real property owned by Grantor and situate in Adams County, Colorado, which real property is more particularly described and depicted in Exhibit A attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, Grantor is willing to grant a *non-exclusive* 20-foot-wide easement to the District in the Easement Area for the aforesaid purposes, subject to the terms and provisions herein.

NOW THEREFORE, for the consideration of Ten Dollars (\$10.00) paid to Grantor by the District, and for the additional consideration of the performance by the parties of the terms and conditions herein, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant to the District, and the District accepts from Grantor, the following easement as set forth below:

1. Grant of Easement. Grantor does hereby grant and convey to the District, its public successors and assigns, an *non-exclusive* perpetual easement upon, over, under, across and through the Easement Area for the purpose of the operation, maintenance, repair, and replacement of the Improvements required by the District (the "Easement").

2. Grant of Ingress and Egress. The District shall have the right of ingress and egress over and across the Grantor's parcel immediately adjacent to the Easement Area as may be necessary in connection with the District's operation, maintenance, repair and replacement of the Improvements located within the Easement.

3. Grantor's Covenant - Limitation on Construction. Grantor shall not construct or place any structure or fixture, whether temporary or permanent, or any plant, shrub or other landscaping feature including irrigation improvements on any part of the Easement Area which materially interferes with the use of the Easement by the District for the stated or intended purpose herein without the express written permission of the District, which consent will not be unreasonably withheld. Any property or structure of Grantor placed upon or within the Easement Area which constitutes a material interference may be removed by the District without liability for damages arising there from.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with the District's permitted use of the Easement Area.

5. Covenants of The District. The District hereby represents, covenants and warrants in favor of Grantor and its successors and assigns as follows:

A. The District shall protect the Easement and Easement Area of Grantor over which the District has rights of ingress and egress from damage caused in whole or in part by acts or omissions of the District, its employees, agents, contractors, and assigns as the result of ingress and egress only. The District shall clean, cure and correct any such damage to any elements in the Easement Area and shall keep Easement Area reasonably clean and clear of equipment, building materials, dirt, debris and similar materials during the District's maintenance and repairs. If the District fails to clean, cure, or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at the District's expense. The District will provide Grantor at least forty-eight (48) hours prior written notice before performing work on the Easement, except in the event of an emergency.

B. In all activities undertaken on property belonging to Grantor, the District and/or its employees, agents, contractors, successors, and assigns shall conduct and construct all work in a good and workmanlike manner.

C. The District shall not cause or permit to be caused by any of its employees, agents, contractors, successors, or assigns, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants, or contaminants, as defined by CERCLA or hazardous waste as defined by the Resource Conservation and Recovery Act ("RCRA"), including but not limited to asbestos, and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Easement Area. Any hazardous, toxic or flammable substances used by the District, its employees, agents, contractors, successors, or assigns in the operation, maintenance, repair, or replacement of the Improvements shall be utilized in a lawful manner and in compliance with all federal, state, and local requirements relating to protection of health or the environment.

D. The Grantor, at Grantor's expense, shall be solely responsible for the maintenance of streets, surfacing, curbs, and gutters within said easement, except as specified in this paragraph. When the District deems it necessary to reconstruct, repair, relocate, remove, replace, enlarge, operate, or in any way maintain its water mains or pipes, and appurtenances thereto, the District will backfill, compact, and resurface the area of excavation, to include replacement of asphalt and/or concrete pavement, curbs, and gutters, damaged by the District's activity, to the grade and condition existing immediately prior to excavation, as nearly as reasonable. The District will exercise all reasonable means to prevent damage to pavement, curbs, and gutters which are situated within the easement but outside of the immediate area of excavation. In the event said improvements are damaged due solely to District's negligence, the District will repair and/or replace said improvements at the District's expense.

6. Grantor's Right of Relocation. In the event that the Grantor's construction of any other structural improvements upon, over, under or across the Easement Area necessitates the relocation and/or encasement of the Improvements, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation of the Improvements in accordance with plans approved in advance by the District, in writing, and in compliance with

the District's standards and specifications. In the event of relocation, Grantor shall dedicate to the District a replacement easement, at Grantor's cost, in a form acceptable to the District.

7. Subjacent and Lateral Support. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation, maintenance, repair, or replacement of the Improvements. It is specifically agreed between and among the parties that the Grantor shall not take any action which would impair the lateral or subjacent support for or the earth cover over the Improvements. It is also hereby acknowledged and agreed that the Grantor's approved plans for development of the Property will not impair the lateral or subjacent support for the Improvements.

8. Easement Termination. The District agrees that at such time and in the event that the Improvements and/or Easement are abandoned by the District or any permitted assignee by written notice to Grantor, such Easement shall terminate by quitclaim deed and the real property interest represented by such Easement shall revert to the Grantor, its successors and/or assigns.

9. Assignment. The District shall have the right and authority to assign to any local government entity all rights to use, and all obligations associated with the Easement as are granted to and assumed by the District herein.

10. Grantor's Authority. The Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the District in the exercise of its right hereunder against any defect in its title to the land involved or its right to make the grant contained herein.

11. Property Covenants. The rights and responsibilities set forth in this Easement Deed are intended to be covenants on the Easement Area and are to run with the land until this Easement is terminated pursuant to the terms set forth herewith.

12. Dominant Easement for the Benefit of the District. The District is acquiring the rights in the Easement Area in order to insure to the District a dominant easement for the exercise of the District's functions, and that the exercise of any rights in the Easement other than those retained by the Grantor shall be within the discretion of the District. In accordance with the foregoing, other utilities, public or private, may be installed in the Easement Area only with the advanced written consent of the District.

13. Recording. A fully executed copy of this Easement Deed shall be recorded by the District in the real property records of Adams County, Colorado.

DATED this \_\_\_ day of \_\_\_\_\_, 202\_.

*[signatures and acknowledgments on following page]*

GRANTOR:

[COMPANY NAME],  
a [STATE] [TYPE OF ENTITY]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE of COLORADO     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to and before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_ as  
the [POSITION] of [COMPANY NAME], a [STATE] [TYPE OF ENTITY].

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

GRANTEE:

BERKELEY WATER AND SANITATION  
DISTRICT,  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE of COLORADO     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to and before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_  
as [POSITION] of [COMPANY NAME], a [STATE] [TYPE OF ENTITY].

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION AND DIAGRAM OF EASEMENT**