

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 20____, by and between _____, a _____, whose address is _____ (the “Grantor”) and the ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY, whose address is 13031 E. Caley Avenue, Centennial, CO 80111 (the “Grantee”).

1. Grant. FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to Grantee and its successors and assigns a perpetual non-exclusive easement (the “Easement”), in, to, through, over, under and across that certain parcel of real property located in _____ County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Premises”) for (i) vehicular and pedestrian ingress and egress and (ii) to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain water, sanitary sewer and storm sewer improvements, including lines and mains, manholes, conduits, ventilators, lampholes, cables, electrical facilities and apparatus, landscaping improvements, riprap, boulders, wingwalls, drop structures, channel improvements and related improvements and appurtenances thereto (collectively, the “Improvements”) in, to, through, over, under and across the Premises, subject and pursuant to the terms and conditions set forth herein.

2. Limitations on Use. The Grantor shall not construct or place any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any landscaping features, trees or shrubs, on any part of the Premises without having first obtained the prior written consent of the Grantee, which consent shall not be unreasonably withheld if Grantor’s proposed improvements will not interfere with the Grantee’s use of the Easement granted hereby; provided that, (i) the Grantor may plant vegetation within the Premises without such consent so long as no plants, trees or shrubs exceed 48" in height at maturity and the root system of the vegetation will not interfere with or damage the Improvements, and (ii) the Grantor may pave the surface of the Premises without such consent. Any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or any pavement, curb, gutter, landscaping features, trees or shrubs situated on the Premises as of the date of this Agreement or subsequently placed thereon may be removed by the Grantee without liability for damages arising therefrom. Additionally, if the Grantor violates these restrictions or if Grantor’s actions cause damage to Grantee’s Improvements, the Grantor will be liable for the cost to correct such violation or damage.

3. Access. The Grantee, its agents, contractors, successors and assigns, shall have the right of perpetual ingress and egress in, to, through, over, under, and across the Premises for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Agreement.

4. Restoration. Upon completion of any of its activities which disturb the surface of the Premises, the Grantee shall restore the grade of the Premises to the condition it was in immediately prior to such disturbance, except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Any excess earth resulting from installations by the Grantee shall be removed from the Premises at the sole expense of the Grantee.

5. Maintenance. Grantee shall maintain the Improvements only as deemed necessary by Grantee. Aesthetic maintenance (including but not limited to the mowing of lawns, grasses and the trimming of bushes and shrubs) shall not be performed by Grantee.

6. Certain Reserved Rights. Except as otherwise provided in this Agreement, the Grantor reserves the rights to use the Premises and to grant further easement interests in the Premises to other grantees so long as (i) such interests and uses do not materially or unreasonably interfere with the use of the Grantee, as determined by Grantee, its successors and assigns as permitted herein, and (ii) Grantor does not allow any other utility lines or facilities to be located within six feet (6') of any Improvements without obtaining Grantee's prior written consent.

7. Subjacent and Lateral Support; Earth Cover. The Grantee shall have the right of subjacent and lateral support for the Improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements or modify or impair the earth cover over any installed lines, mains or other underground Improvements.

8. Assignment. The Grantee shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein.

9. Title. The Grantor represents and warrants that it owns the Premises in fee simple and has full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid. The Grantor, for itself, its heirs, personal representatives, successors and assigns, does covenant and agree that it shall warrant and forever defend the Grantee in its quiet and peaceful possession of the Premises against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under Grantor.

10. Runs With Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Premises and are to run with the land.

11. Attorneys' Fees. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

12. Section Headings. The section headings contained herein are included for reference purposes only.

13. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

14. Consent Agreement. If requested by Grantee, Grantor's lender ("Lender") shall execute the attached Consent Agreement subordinating all of such Lender's rights and liens (if any) to Grantee's rights and liens. A Consent Agreement form is attached hereto as **Exhibit B.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

_____, a

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

ARAPAHOE COUNTY WATER AND
WASTEWATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

[S E A L]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as Manager of the Arapahoe County Water and Wastewater Authority.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

[S E A L]

EXHIBIT A
Premises

EXHIBIT B
Consent Agreement

