

## NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_; ("Grantor"); and ST. VRAIN SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), whose legal address is 11307 Business Park Circle, Longmont, CO 80504,

FOR GOOD AND VALUABLE CONSIDERATION, including the payment for damage to crops, if any, the receipt and sufficiency whereof are acknowledged, Grantor hereby grants to the District, its successors and assigns, a permanent non-exclusive right ("Easement") to occupy and use certain portions of Grantor's properties situated in Section \_\_\_\_\_, Township \_\_\_\_\_ North, Range \_\_\_\_\_ West of the 6<sup>th</sup> PM, Weld County, Colorado, (the "Property"), to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, operate and use one or more underground sanitary sewer lines, and all underground and surface facilities and appurtenances thereto, including surface manholes, of such size and capacity as necessary or required by the District, in, through, over, under, 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, including a Construction Easement as described herein.

The Easement hereby granted shall be as described and located across the above-described real property as follows: See attached Exhibit "A" and shown on attached Exhibit "B".

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT WHICH SHALL EXPIRE 2 YEARS AFTER THE SATISFACTORY COMPLETION OF THE SEWER PROJECT TO ALLOW THE CONTRACTOR TO COMPLETE ANY NECESSARY WARRANTY WORK, SAID EASEMENT AS DESCRIBED ON ATTACHED EXHIBIT "A" AND SHOWN ON ATTACHED EXHIBIT "B".

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 Easement for any purpose needed for the full enjoyment of any other right of occupancy or use provided for herein.
2. Grantor shall neither cause, nor permit, the permanent parking or storage of goods or equipment, or the construction or placement of any structure or building, street light, power pole, yard light, within any part of the Easement which unreasonably interferes with the District's access to its facilities. Any prohibited use or installation located on the Easement as of or after the date of this Agreement, including installations not conforming to the conditions stated herein, may be removed by the District at Grantor's expense without liability to it for damages arising there from. Grantor shall neither cause nor permit the planting of any tree, the roots of which can be expected to extend more than the horizontal distance from the tree to the centerline of the sewer line.

3. All sewer pipelines installed within the Easement shall be laid not less than five (5) feet below the surface of the adjacent ground.
4. Grantor shall neither take nor permit any action which would cause the earth cover over any pipeline within the Easement to be less than three (3) feet or more than ten (10) feet, measured vertically from the top of the pipeline. Grantor shall not modify the earth cover over a District pipeline without advance written authorization from the District, which shall provide for full payment or reimbursement to the District of all costs of adjusting District facilities made necessary by such modification.
5. 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 (1) 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.
6. Grantor has the right to grant rights to other utilities (such as water, gas and electricity etc.) to utilize this Easement through and across the Easement granted herein, provided that such other grantees do not interfere with the District's rights herein granted. Public utilities which cross the District's lines shall cross at approximately right angles, and utilities which parallel the District's facilities shall not be located closer than ten (10) feet thereto. Except for utilities as herein authorized and for roadways, all surface and subsurface uses of the Easement, including fences, trails, bike paths, *etc.*, must be approved in writing by the District before installation.
7. Grantor retains the right to the undisturbed use and occupancy of the Easement insofar as such use and occupancy; (1) are consistent with and do not impair any grant or covenant herein contained; and (2) do not require the Grantee to undertake any actions or incur any expenses/costs that are beyond what is normal and customary under applicable industry standards for the installation, use, and operation of sanitary sewer facilities, such additional protective sheathing, increased depth, relocation, or other protective measures.
8. If the District, by written instrument, releases and relinquishes its easement rights herein granted 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 relinquished and shall own all material and structures of the District so released.
9. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in title or in Grantor's rights to make said grant, subject to general taxes for



**ST. VRAIN SANITATION DISTRICT**

**By:** \_\_\_\_\_

**Title:** President

**STATE OF COLORADO )**

) **ss.**

**COUNTY OF WELD )**

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of St. Vrain Sanitation District, this \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_.

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

Witness my hand and official seal.

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

\_\_\_\_\_  
Legal counsel: Approved as to  
form and content

\_\_\_\_\_  
District Manager