

EASEMENT and RIGHT-OF-WAY AGREEMENT
(NON-EXCLUSIVE)

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantor"), for and in consideration of the sum of \$10.00 (Ten Dollars and 00/100) and other good and valuable consideration herein recited, the receipt and sufficiency of which is hereby acknowledged, grants and conveys to the **NORTH TABLE MOUNTAIN WATER AND SANITATION DISTRICT**, 14806 West 52nd Avenue, Golden, Colorado 80403-1228, a quasi-municipal corporation of the State of Colorado (hereinafter called "Grantee"), its successors and assigns, a non-exclusive permanent easement and right-of-way "EASEMENT" to enter, lay, repair, remove, and operate water pipelines, together with all underground and surface appurtenances thereto. By way of explanation, the parties intend to include within the terms "pipelines" and "appurtenances" the following: mains, conduits, service lines, valves, vaults, manholes, control systems, underground utility location notice signage, ventilators and the like, in, through, over and across the following described parcels of land situate, lying and being in the County of Jefferson, State of Colorado, to wit:

* (SEE ATTACHED LEGAL DESCRIPTION)

Grantor and Grantee hereby mutually covenant and agree as follows:

1. Grantee shall have the right of ingress and egress in, to, over, through, and across the herein described property for any purpose necessary for the full enjoyment of the rights of use and occupancy provided herein. It is agreed that the Grantor, its successors and assigns, shall not construct or place any tree, shrub, landscaping, grass, structure, or other obstruction to impede Grantee's full use of the easement, including but not limited to, any building, fence, mailbox, powerpole, yardlight, streetlight, on or within any part of the surface of the above described EASEMENT, without the prior written consent of the Grantee, excluding signs and driveways. Any such obstruction placed on the EASEMENT without the prior written consent of Grantee may be removed by Grantee without liability for damage thereto, notwithstanding any other provision of this agreement. Grantor may permit other utilities

to be installed within the described EASEMENT provided that plans for installing any such utilities shall be submitted to the Grantee prior to construction in order to assure that there will be no interference with the operation and maintenance of Grantee's facilities.

2. After construction of any water pipelines, as hereinabove referred to, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored by Grantee as nearly as may reasonably be possible to the grade and condition prior to construction. Grassed areas disturbed or destroyed by any construction shall be restored with top soil seeded to match existing cover, as near as may be reasonably possible, to pre-construction conditions. Top soil shall be replaced and any excess earth resulting from water lines installation shall be removed by Grantee. For a period of one year following completion of construction within the EASEMENT, Grantee will maintain the surface elevation of the soil by correcting any settling or subsiding that may occur as a result of work done by Grantee. If in entering, laying, repairing, removing or operating the water lines Grantee causes any damages to Grantor's property outside the easement, Grantee shall repair such damage.

3. Grantor shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the full and complete enjoyment of the rights herein described. Grantor shall take no action which would impair the earth cover over or the lateral or subjacent support of water lines within the EASEMENT provided that after obtaining written permission of the Grantee, earth cover may be modified so long as such modification will not unreasonably interfere with the operation or maintenance of water lines.

4. Except as otherwise provided herein, Grantor retains the right to the undisturbed use and occupancy of the above described property insofar as said use and occupancy is consistent with and does not impair any grant herein contained.

5. Grantor warrants that Grantor has full and lawful authority to make the grant herein contained and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in title to the EASEMENT herein described or Grantor's right to make the grant herein.

