

GRANT OF UTILITY EASEMENT

This Agreement for granting of a Utility Easement is entered into this _____ day of _____, 20____, between:

Name: _____
 (P parcel ID _____)

Address: _____

hereinafter referred to as "Grantor"

and the **Fountain Sanitation District**, 11545 Link Road, Fountain, CO 80817, hereinafter referred to as the "District".

RECITALS

- A. Grantor is the owner of the real property described in Exhibit A & B ("Grantor's Property").
- B. The District wants to acquire a minimum 30-foot wide easement across Grantor's Property for purposes of a utility easement, and the Grantor is willing to grant such easement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor expressly grants and conveys to the Fountain Sanitation District a perpetual nonexclusive easement over and across the Grantor's Property, the description, location and dimensions of the Easement being set forth in Exhibit A attached hereto. A sketch depicting the location of the Easement is attached hereto as Exhibit B and incorporated by this reference.
2. Purpose of Easement. The Easement to the District shall be for the purposes of construction, replacement, improvement, repair, maintenance and operation of utility facilities, including but not limited to pipes, manholes, fixtures, water and wastewater collection lines, fixtures, appurtenances, and attachments, together with the right of ingress and egress to and from said Easement over and across Grantor's Property in the exercising of the rights granted herein.
3. Use of Easement by Grantor. No building, structure, trees, shrubs, fences, landscaping other than a lawn, or other improvement shall be placed or constructed on or within said Easement by the Grantor without the District's express written consent. The District shall have the right to remove all obstructions or improvements

from the Easement which interfere with the use and enjoyment of the Easement, without liability to Grantor. Provided, however, Grantor may place typical types of paving, curbs, and gutters across the Easement as necessary for use and enjoyment of the Grantor's Property. The District agrees that if it is required to disturb the surface of the Easement for construction, maintenance or operation of the utility facilities, it shall restore the surface to the pre-disturbance condition.

Grantor agrees to not use, or to allow use of, the Easement property in a way that would interfere with the District's use of the Easement or place the District's improvements and any appurtenances at risk of damage. Any other utilities placed within the nonexclusive easement (i.e., natural gas, telephone, cable, etc.) shall only be placed with the District's prior written consent, which consent shall not be unreasonably withheld or delayed, so that such other utilities shall not be located on top of the District's utility facilities or so close thereto as to interfere with or impair the District's access, construction, replacement, and maintenance of the utility facilities within said Easement.

- 4. **Authority.** All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.
- 5. **Binding Effect.** The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

GRANTOR: _____
 Print

Signature

STATE OF COLORADO)
)ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public

GRANT OF UTILITY EASEMENT ACCEPTED:

By: Fountain Sanitation District

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

PERPETUAL NON-EXCLUSIVE EASEMENT

FOR: FOUNTAIN SANITATION DISTRICT

GRANTOR: _____

EXHIBIT B

SKETCH OF PERPETUAL NON-EXCLUSIVE EASEMENT

FOR: FOUNTAIN SANITATION DISTRICT

GRANTOR: _____