# Easement and Right of Way Agreement

This Easement and Right of Way Agreement, made and entered into as of the ____ day of _____, 2024 by and between _____ hereinafter called "Grantor" (whether grammatically singular or plural), and the LITTLE THOMPSON WATER DISTRICT, a quasi-municipal corporation, 835 East Highway 56, Berthoud, Colorado 80513, hereinafter called the "District."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants, sells, conveys and transfers to the District, its successors and assigns, the sole, exclusive and permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, reconstruct, inspect, upgrade, increase line size or capacity, operate, repair, maintain, replace, remove and operate one or more lines for the transmission, distribution and service of water, and all underground and service appurtenances thereto, including metering stations, vaults, enclosures, identification signs and other fixtures, over, across, under and upon the following described land, situate in the County of _____, State of Colorado, to wit:

INSERT LEGAL DESCRIPTION HERE

1) A permanent water line easement _____ feet in width as described on Exhibit ____ attached hereto (the "Permanent Easement"); and

2) A temporary construction easement described on Exhibit _____ attached hereto (the "Temporary Easement"), which shall commence upon mailing of notice to Grantor of commencement of construction and automatically terminate and thereafter be null and void at the earlier of (i) completion of the water line or (ii) two years from the date of mailing of the notice to Grantor.

**GRANTOR FURTHER GRANTS TO THE DISTRICT:**

(a) The right to grade the Permanent Easement for the full width thereof and to extend the cuts and fills with such grading into and on the land along and outside the Permanent Easement to the extent as the District may find reasonably necessary.

(b) The right to support the pipelines across ravines and water courses with such structures as District shall deem necessary.

(c) The right of ingress to and egress from the Permanent Easement over and across the land by means of roads and lanes thereon, if such exists, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of the land which is isolated from the Permanent Easement by any public road or highway now crossing or hereafter crossing the land; provided, further, that if any portion of the land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the Permanent Easement, the right of ingress and egress on the portion shall be confined to such dedicated roads and highways;

(d) The right of grading for, constructing, maintaining and using such roads on and across the lands as the District may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the land;

(e) The right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Permanent Easement.

SAMPLE

(f) The right to mark the location of the Permanent Easement by suitable markers as determined by the District, or as otherwise approved by the Grantor, set in the ground; provided that any such markers remaining after the period of construction shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Permanent Easement.

(g) All other rights necessary and incident to the full and complete use and enjoyment of the right-of-way and easement for the purposes herein granted.

**GRANTOR HEREBY CONVENANTS AND AGREES:**

(a) That Grantor shall not erect or place any permanent building, structure, improvement, fence or tree on the described easement; and the District shall not be liable for their removal if they are so placed, and Grantor agrees, at Grantor's sole expense to so remove such items.

(b) Once water line construction is complete, the Grantor shall not diminish the ground cover over the water lines and shall not substantially add to the ground cover over the water lines or their appurtenances by and between; diminish more than 0.50 feet or add to by more than 1.0 foot unless approved in writing by the District.

(c) Grantor shall not grant any other easement, right-of-way, permit or license upon, under or over said property without the written consent of the District.

(d) Grantor warrants that Grantor is the owner in fee of the above-described lands and will defend the title thereto against all claims and that said lands are free and clear of encumbrances and liens of whatsoever character, except the following:

1. ADD ANY LIEN HOLDERS HERE LISTED IN THE TITLE COMMITMENT

**THE DISTRICT HEREBY COVENANTS AND AGREES:**

(a) The District shall not fence or otherwise enclose the Permanent Easement, except during periods of construction and repair.

(b) That all trenches and excavations made in the laying or repairing of such pipeline shall be properly backfilled and as much, of the original surface soil as possible shall be placed on top. All large gravel, stones and clods will be removed from the finished backfill. The District will finish the backfill after normal settling of the soil so that the use and enjoyment of said land by Grantor shall be suitable for the purpose now used. The District will maintain the trench area and buried water pipeline during installation. Reinstallation and maintenance of said waterline.

(c) In the event that the above-described lands are being used for grazing purposes, the District agrees that during the period of construction of the pipeline hereunder, or any subsequent altering, removing or replacing of said pipeline, it will leave or arrange for reasonable crossing over said right-of-way Permanent Easement for the cattle and livestock of Grantor and his tenants and lessee. Further whenever it becomes necessary for the District, its agents or contractors to cut a fence on the above-described lands. The District agrees, at its option, either to keep the gap closed or guard it in such a manner so as to prevent the entrance and exit of cattle or other livestock through such gap or to construct at such place or places substantial gates with dual locks and furnish Grantor with one set of keys thereto. Before any such fence is cut by the District, the same shall be braced in order to prevent slackening of the wires along with fence in each direction from the District's temporary gap.

(d) In the event that the above-described lands are being used for the growing of a crop which requires irrigation at the time the pipeline is constructed hereunder, the District agrees, unless otherwise

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provided for to install and operate flumes or appropriate crossing devices across the right-of-way at all times during such construction operations. The District further agrees, unless otherwise provided for, not to block, dam or obstruct in any manner, any irrigation canal, drainage ditches, or creeks located on said lands, and also agrees to replace or repair any levees or banks disturbed or damaged by the District's operations on said lands.

(e) The District shall be liable to the extent allowed by law for loss and damage which shall be caused by any wrongful exercise of the rights of ingress and egress or by wrongful or negligent act or omission of or of its agents or employees in the course of their employment.

**IT IS MUTUALLY AGREED BY THE PARTIES:**

(a) Grantor reserves all oil, gas and other minerals in, on and under the above-described lands, and Grantor shall not grant any right in the surface or otherwise that will materially interfere with the rights and privileges herein granted to the District.

(b) Each and every one of the benefits and burdens of this easement and right-of-way shall inure to and be binding upon the respective personal representatives, successors, and assigns of the parties hereto.

(c) Grantor reserves the right to use and occupy the Permanent Easement and for any lawful purpose consistent with the rights and privileges granted herein, so long as such uses do not unreasonably interfere with or endanger any of the District's facilities on or under the Permanent Easement. Without limitation, Grantor reserves the following rights: (i) to alter or replace any fence or gate on the Permanent Easement such that it meets the separation requirements of the District and provides the District uninterrupted access to the Permanent Easement, (ii) to use the Permanent Easement for open space areas with or without landscaping, (iii) to use the Permanent Easement for utility lines crossing at right angles with prior approval by the District to ensure appropriate separation; and (iv) to use maintain, repair, and replace irrigation facilities located on the Permanent Easement and to add new irrigation facilities while maintaining adequate separation requirements from District facilities. Other recreation areas and uses, maybe allowed by the District subject to review and written approval issued from the District.

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**IN WITNESS WHEREOF** the undersigned has set his hand and seal as Grantor this _____day of _____, 2024.

GRANTOR: _____
NAME of GRANTOR HERE

GRANTOR: _____
NAME of GRANTOR HERE

STATE OF COLORADO }
}
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2024

by _____ as Grantor.

_____
Notary Public

My commission expires: _____

{Notary Seal}

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