

GRANT OF EASEMENT
(Sewer Mains)

This Easement (“Easement”) is made effective as of the day of _____, 200__, by and between _____ (the “Grantor”) whose address is _____ and the Mount Werner Water and Sanitation District (the “District”) whose address is PO Box 880339, Steamboat Springs, CO 80488.

RECITALS

- A. Grantor is the owner of certain real property described as Exhibit A (the “Servient Estate”).
- B. In connection with development on the property, Grantor has agreed to grant a 20-foot wide utility easement to the District upon completion of utility work by the Grantor.
- C. Grantor desires to grant an easement to the District over and across the Servient Estate.

AGREEMENT

1. GRANT OF EASEMENT. Grantor does hereby grant and convey unto the District, its successors and assigns, forever, a perpetual 20-foot wide easement for purposes of installation, construction, maintenance, repair and reconstruction of sewer mains, manholes, and related appurtenances (the “Facilities”), and for ingress and egress of persons, vehicles, and equipment to accomplish such purposes, on, under, over and across the Servient Estate in Steamboat Springs, Colorado, more particularly described as follows:

[legal description of the 20-foot corridor through the Servient Estate measuring 10 feet distant from each side of the centerline of the sewer mains AS-BUILT]

Such easement as herein granted is referred to as the “Easement.”

This Easement shall be owned in gross by the Mount Werner Water and Sanitation District and its successors and assigns and shall burden the above-referenced Servient Estate and run with said Servient Estate.

If it shall be necessary to disturb the surface of the Servient Estate to reconstruct, repair, operate or maintain such Facilities subsequent to Final Acceptance by the District of the Facilities thereof, the District shall perform such restoration work at its cost to return the disturbed surface of the Servient Estate to approximately its sub-grade condition at the time of completion of initial construction of the Facilities in the Easement. If the Grantor installs improvements or additional landscaping within the Easement in the course of development or subsequent to completion of initial construction of the Facilities, such installations are at the sole risk of Grantor, and the District is not required to restore, or pay for the restoration of, such installations if the District disturbs the same in connection with reconstruction, repair, operation, or maintenance of such Facilities.

2. FUTURE VACATION OR RELEASE OF EASEMENT. The District may at any time vacate and release the Easement, or any part thereof. The Easement, or part thereof, shall be deemed to have been so vacated and released, and thus made of no further force and effect, if the District (i) executes and records in the real property records of Routt County, Colorado, a quit claim deed conveying unto the then fee owner of the real property which is burdened by the Easement, or which is burdened by the part of the Easement which is to be so vacated and released, all of its right, title and interest in and to the Easement, or part thereof, or (ii) executes and records in the real property records of Routt County, Colorado, a document stating that the Easement, or that part thereof which is to be vacated and released, is so vacated and released.

3. RELOCATION. The District understands that the Grantor, or its successors or assigns, may, from time to time in the future, require that the herein described easement, or some part thereof, be relocated in order to accommodate the development of the real property which is burdened by such easement, or by some part thereof. The District, for itself and for its successors and assigns, agrees that it shall, if requested to do so by the Grantor, or by the Grantor's successors or assigns, permit the Grantor, or its successors or assigns, to relocate said easement, or part thereof, provided (i) that the proposed relocation does not degrade the operational efficiencies of the Facilities to be relocated, or degrade the access to the Facilities by the District for maintenance, repair, or reconstruction, and (ii) that the Grantor or its successors or assigns, pays the cost of said relocation (the costs of the relocation being the actual cost of relocation or that part of the relocation costs assessed by the District under its then existing policies and procedures, whichever of said amounts is the lesser) and, (iii) that the Grantor, or its successors or assigns, grants unto the District a replacement easement (which replacement easement shall be a perpetual and unencumbered easement in substantially the same form and content as this document) for the herein easement, or part thereof, so relocated. At such time as the herein described Easement, or part thereof, is relocated pursuant hereto, the District, or its successors or assigns, shall vacate and release the herein described Easement, or part thereof, which has been replaced by the herein provided for relocated easement.

4. COUNTERPARTS. This Easement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, but all of which shall together constitute one and the same document.

5. NUMBER AND GENDER. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular and the use of any gender shall include all genders.

6. CAPTIONS. The captions in this Easement Agreement are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit or otherwise describe the scope of this Easement Agreement or the intent of this Easement Agreement.

7. CHOICE OF LAW. This Easement Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado without regard to its conflict of laws principles.

8. BINDING. The covenants and agreement herein set forth shall be binding upon and inure to the benefit of the Grantor and the District, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this document on the respective dates set forth below.

GRANTOR:

Date: _____, 200____

STATE OF _____)

) ss.

COUNTY OF _____)

THE FOREGOING GRANT OF EASEMENT was executed and acknowledged before me this _____ day of _____, 200____, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

THE FOREGOING GRANT OF EASEMENT is hereby accepted by the Mount Werner Water and Sanitation District, provided that the District shall not undertake to maintain or repair any of the Facilities now or hereafter constructed within the Easement except pursuant to any subsequent written agreement of the District or resolution of its Board of Directors.

MOUNT WERNER WATER AND SANITATION DISTRICT, a Colorado special district

By: _____
General Manager

STATE OF COLORADO)

) ss.

COUNTY OF ROUTT)

The foregoing Acceptance of Grant of Easement was acknowledged before me this _____ day of _____, 200____, by _____, General Manager of the Mount Werner Water and Sanitation District, a Colorado special district.

Witness my hand and official seal.

My Commission expires: _____

Notary Public