

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into to be effective on the 3rd day of May, 2016, by and between [REDACTED] ("Grantor"), and [REDACTED], whose address is [REDACTED] ("Grantee").

WITNESSETH

For and in consideration of the mutual covenants contained herein, Grantor hereby grants to Grantee, its successors and assigns, the permanent, non-exclusive right (the "Easement") to enter, re-enter, occupy and use the hereinafter described property for the construction, maintenance, repair, replacement, removal, enlargement and operation of one or more water or sanitary sewer facilities or pipelines and all underground and surface appurtenances thereto, including electric or other related control systems, underground cables, wires and connections and surface appurtenances (the "Improvements"), in, through, over and across the parcel of land described in Exhibit A attached hereto, situate, lying and being in the County of Douglas, State of Colorado (the "Easement Tract").

IT IS HEREBY MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. Grantee shall have and exercise the right of ingress and egress in, to, over, through and across the Easement Tract for any purpose necessary for the full enjoyment of any right of occupancy or use provided for herein.
2. Except as provided herein, Grantor shall not construct or place any structure or building, street light, power pole, yard light, fence, mail box or sign, temporary or permanent, or plant any shrub, tree, woody plant or nursery stock, on any part of the Easement Tract. Any structure or building, street light, power pole, yard light, mail box or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock of any kind situated on the Easement Tract as of the date of this Agreement may be removed by Grantee without liability for damages.
3. In addition to the Easement, Grantor hereby grants to Grantee, its successors and assigns, a license to enter as much of Grantor's property which is adjacent to the Easement Tract (the "Additional Easement Area") as is reasonably necessary to allow Grantee to construct, maintain, repair, replace, remove, enlarge and operate the Improvements.
4. Grantor shall have the right to relocate the Improvements at Grantor's sole cost and expense, provided that Grantor shall grant or cause to be granted to Grantee easements or rights for the relocated Improvements reasonably similar in nature and scope to the Easement and provided that the Improvements as relocated will be reasonably comparable in all material respects to the original Improvements.



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5. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. It is specifically agreed between the parties that Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support of, any Improvements within the Easement Tract, provided, however, that upon obtaining the specific written permission of Grantee, which shall not unreasonably be withheld, the earth cover over any pipeline(s) may be modified, but normally permission will not be granted for a modification involving a cover of less than four feet or greater than ten feet measured vertically from the top of any pipeline(s), and any modification undertaken by Grantor shall be upon terms which provide for reimbursement to Grantee of the cost of any alterations to any Improvements made necessary by the change.

6. Grantor, at Grantor's expense, shall be solely responsible for the maintenance of street surfacing, curbs and gutters within the Easement Tract. When Grantee deems it necessary to reconstruct, repair, relocate, remove, replace, enlarge, operate or in any way maintain the Improvements, Grantee will promptly restore the landscaping and backfill and compact and resurface the area of excavation, to include replacement of asphalt or concrete pavement, curbs and gutters damaged by Grantee's activity, to the grade and condition existing immediately prior to excavation, as nearly as may reasonably be possible. Grantee will exercise all reasonable means to prevent damage to pavement, curbs and gutters which are situated within the Easement Tract but outside of the immediate area of excavation. In the event said improvements are damaged due to the acts or omissions of Grantee or its agents, employees or contractors, Grantee will promptly repair or replace said improvements at its expense.

7. Grantee agrees that, for a period of one year following construction which involves disturbance of the surface of the ground, at Grantee's expense, Grantee 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 Grantee.

8. Grantor has retained the right to the undisturbed use and occupancy of the Easement Tract insofar as such use and occupancy is consistent with and does not impair any grant herein contained.

9. Grantee is acquiring the rights in the Easement Tract as herein provided in order to insure to Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the Easement Tract granted to Grantee by this Agreement shall be within the discretion of Grantee.

10. In case Grantee shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold said premises, as the same may then be, free from the rights so abandoned and shall, at Grantor's option, own all material and Improvements of Grantee so abandoned. In such case Grantee will execute a written release and termination notice which may be recorded.

11. Grantor warrants that Grantor has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights

hereunder against any defect in the title to the Easement Tract, exclusive of all matters of public record as of the date of the full execution hereof, or Grantor's right to make the grant herein.

12. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective successors and assigns of the parties.

13. Grantee shall assure that Grantee and any person acting on Grantee's behalf under this Agreement carries the following insurance with one or more insurance carriers at any and all times such party or person is on or about the Easement Tract or acting pursuant to this Agreement, in such amounts as from time to time are reasonably required by Grantor: Commercial General Liability and Umbrella Liability Insurance; (\$1,000,000.00 minimum coverage prior to commencement of construction; thereafter, \$5,000,000.00 minimum coverage).

14. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of Douglas County, Colorado. In any action or proceeding brought to enforce any provision of this Agreement, or when any provision hereof is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees and court costs in addition to any other available remedy.

15. The above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on either of the parties hereto with respect to the subject matter of this Agreement. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

16. Upon completion of any construction, maintenance, repair or other work within the Easement Tract, Grantee shall promptly repair any damage to the Easement Tract, the Additional Easement Area or any other portion of Grantor's property caused by such work in order to restore such property to substantially the same condition it was in prior to the commencement of such construction, maintenance, repair or other work. Grantee agrees to defend, indemnify and hold harmless Grantor from and against (a) any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters, arising out of, incidental to or resulting from the operations on the Easement Tract or the exercise of Grantee's rights under this Agreement by Grantee or Grantee's agents, employees, guests, licensees, invitees or independent contractors, and (b) from and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including attorneys' fees; and each assignee of Grantee's interest in this Agreement agrees to indemnify, defend and hold harmless Grantor in the same manner provided above. The provisions of this paragraph shall survive the termination of this Agreement.

17. Grantee shall not use, dispose of or release on or under the Easement Tract or on lands adjacent thereto, or permit to exist or be used, disposed of or released, any substances (other than those which Grantee has been licensed or permitted by applicable public authorities to use on the

Easement Tract) which are defined as "hazardous materials," "toxic substances" or "solid waste" under federal, state or local laws, statutes or ordinances. If any pollutant, hazardous material, toxic substances, contaminated waste or solid waste should be accidentally released (other than as the result of the act or omission of Grantor or any of its agents, employees, guests, licensees, invitees or independent contractors), Grantee shall notify Grantor promptly after notifying the applicable governmental authorities of such event. Grantee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including, but not limited to penalties. Grantee shall be responsible for, and shall comply with, all applicable laws and regulations as to any required permitting, licenses, and fees related thereto concerning, relating to or arising from Grantee's use of the Easement Tract and the Improvements.

GRANTOR:



GRANTEE:

