

WATER EASEMENT

THIS EASEMENT is made this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Grantor"), _____ successors and assigns, and _____ DISTRICT, a quasi-municipal corporation of the State of Colorado within the County of _____, (hereinafter referred to as "District").

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the District to Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant, convey and transfer unto the District, its successors and assigns, a perpetual easement and right to construct, install, remove, replace, add to, maintain, repair, operate, change or alter underground water lines and all underground and surface appurtenances related thereto such as valve boxes, meter vaults and manholes (hereinafter "water lines"), together with any and all water lines situate therein, all necessary rights-of-way for convenient ingress and egress thereto and therefrom, and the right to occupy and use, from time to time, as much of the adjoining land of the Grantor as may be reasonably necessary for any of the aforesaid purposes, over, under and across the following described premises, situate in the County of _____, State of Colorado, to-wit:

See EXHIBIT A attached hereto and incorporated herein by reference.

Grantor warrants that the Grantor has the lawful right to grant and convey such easement, rights-of-way, and water lines. Further, Grantor warrants that the water lines are free and clear of all liens and encumbrances.

Grantor will at no time permit, place or construct any structure, building or improvement of any kind, temporary or permanent, on any part of the above-described premises. Any structure, building or improvement located on the above-described premises as of the date of this Easement, may be removed by the District without liability for damages arising therefrom.

Following the completion of the purpose of any entry by the District upon such easement for any of the aforesaid objects, the District shall restore the premises to substantially the same condition existing at the time of the entry thereon, except for shrubs, plants, sidewalks, driveways or parking areas thereon located or damaged thereby.

All provisions of the Easement, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, subject to the provisions hereof.

Please Return to:
Marian Phelps
Eagle River Water & Sanitation
846 Forest Road
Vail, CO 81657

