

**DEED OF PERPETUAL EASEMENT**  
(Underground Utility)

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_ ("Owner"), whose address is \_\_\_\_\_, and **BOXELDER SANITATION DISTRICT** ("District"), a statutory special district and political subdivision of the State of Colorado, whose address is 3201 East Mulberry Unit Q, Post Office Box 1518, Fort Collins, Colorado 80522.

**WITNESSETH:**

1. That for and in consideration of the covenants and agreements herein set forth, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and other good and valuable consideration in hand paid by the District to the Owner, the receipt and adequacy of which is hereby acknowledged, the Owner, who is the recorded owner of that certain parcel of real property described in Exhibit "A" (**Note: Exhibit A is to be a legal description of the parcel on which the easement is granted**) attached hereto and incorporated herein by this reference ("Property"), hereby grants, sells and conveys to the District, its successors and assigns, a perpetual non-exclusive easement to install, construct, operate, maintain, repair, reconstruct, replace, inspect, survey, and remove, at any time and from time to time, underground utilities and pipelines, including all underground improvements and appurtenances thereto, together with an easement for access for construction, maintenance and repair on, along, and in all of the hereinafter described more fully on Exhibits "B" and "C", (**Note: Exhibit B is to be a legal description of the easement, Exhibit C is to be a drawing on 8-1/2" x 11" sheet(s) of the easement**) attached hereto and incorporated herein by this reference, to the extent reasonably necessary to exercise and accomplish the operational purposes.
2. The Owner further grants to the District:
  - (a) The right from time to time to change the grade of the easement, enlarge, improve, reconstruct, relocate and replace any underground utility lines, improvements or other appurtenances constructed hereunder with any other number or type of underground utilities and pipelines, or other structures either in the original location or at any alternate location or locations within said perpetual easement. Upon completion of the repairs and/or maintenance, the District will return the grade to as near the original as possible.
  - (b) The right to mark the location of said easement by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use the Owner shall make of said perpetual easement.
  - (c) The right to install gates and locks in fences, which exist or may be constructed in the future, at the edge of or across the easement.
  - (d) The right to install and maintain a gravel access road within the prescribed easement for use by District personnel, equipment and vehicles.
3. The Owner reserves the right to use said easement for purposes which will not interfere with the District's full enjoyment of the right hereby granted; and the parties further agree that the uses of

said easement by the Owner and the agreements concerning those uses shall be as follows:

- (a) The Owner shall not erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or decrease or substantially increase ground level, or plant or allow the growth of any trees or shrubs whose height is greater than 4-feet, or install landscaping, which will interfere with the District's underground use or surface access.
  - (b) The Owner shall not allow the installation of other utilities, in said easement without obtaining the written permission of the District, which permission shall not be unreasonably withheld;
  - (b) The Owner shall take no action which would impair or in any way decrease or substantially increase the ground level, or the lateral, or subjacent support for, or which would interfere with the use of the aforementioned underground utility lines, improvements and appurtenances within the easement without obtaining the specific written permission of the District, which permission shall not be unreasonably withheld;
  - (c) The Owner may use the easement for any and all lawful purposes consistent with the purposes set forth in this easement, including but not limited to setbacks, density, open space, landscaping, roadways, and parking, so long as such uses do not interfere with the continued use, maintenance and repair of, or cause damage to the facilities constructed hereunder within the easement; and
  - (d) In the event any of the terms of this agreement are violated by the Owner or by any person in privity with the Owner, such violation shall be immediately corrected and eliminated upon receipt of notice from the District, and if not corrected, the District shall have the right to correct and eliminate such violation, and the Owner, its heirs, administrators, successors and assigns, shall promptly pay the actual costs to correct said violation including, but not limited to, the District's reasonable attorney costs. If such violation is not corrected within a reasonable length of time following receipt of notice from the District, the District shall also have the right to file appropriate proceedings to enjoin any violation and request specific performance of the conditions described herein. This provision shall not preclude the District from recovery of damages to the improvements caused by the Owner's acts or omissions.
  - (e) The District reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise that disrupts or affects the utility.
4. The District shall restore to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed by the District, or repair any damages caused on said easement, or improvements permitted by this easement, arising out of the construction or reconstruction, maintenance and repair of said underground utilities, pipelines, and appurtenances.
  5. In case the District shall permanently abandon the easement herein granted, and cease to use the same, all right title and interest hereunder of the District shall revert to the Owner of the Property.
  6. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party,

or its agents or employees, hereto.

7. The Owner warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the District in the exercise of its right hereunder against any defect in the Owner's title to the land involved or Owner's rights to make the grant hereinabove contained.

8. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

9. The signatures hereto warrant that they have full and lawful authority to make the grant hereinabove contained on behalf of Owner.

**IN WITNESS WHEREOF**, the undersigned have set their hands hereto on the day and year first above written.

[Signature page follows]

**OWNER:**

\_\_\_\_\_  
Full Name of Owner

State of \_\_\_\_\_ )  
                                  ):SS.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

**BOXELDER SANITATION DISTRICT:**  
a statutory special district and political  
subdivision of the State of Colorado

\_\_\_\_\_  
Brian Zick  
District Manager

State of Colorado        )  
                                  ):SS.  
County of Larimer        )

The foregoing instrument was subscribed, sworn to and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Karen L. Reynolds as General Manager of Boxelder Sanitation  
District.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_