

## **APPLEWOOD SANITATION DISTRICT EASEMENT PREPARATION AND SUBMITTAL PROCEDURES**

These procedures have been prepared in order to provide general guidelines for the submittal of information necessary for the preparation of sewer easements for the Applewood Sanitation District ("District"). This information generally includes legal descriptions, exhibit drawings, and a title commitment. Information contained herein should be used in conjunction with the District's sewer system specifications.

Nothing herein is intended to limit the District's ability to require additional information or documentation or to otherwise require a different form of Easement Agreement. Please contact the District to discuss the specifics of your proposed project.

All information required in the submittal section of these procedures must be presented to the District prior to the approval of and release of construction plans. Submittals must be accompanied by this form with Part A completed by the Easement Grantor or its designated representative.

### Submittals

The following information must be submitted to the District Engineer of the Applewood Sanitation District:

1. An **Easement Agreement** as shown at the end of this document titled "Easement Agreement."
2. A **Legal Description** and an **Exhibit Drawing**, signed and stamped by a licensed land surveyor, showing all proposed easements, as well as all existing easements, including pocket easements, ditches, and structures. The exhibit drawing must be prepared on 8 ½" X 11" paper in either 1" = 50' or 1" = 60' scale.

Each separate property ownership requires a separate legal description and exhibit drawing. Legal descriptions and exhibit drawings shall be numbered consecutively as parcel number 1, parcel number 2, etc.

All legal descriptions and exhibit drawings must have ties to public land corners or platted lot corners.

The acreage of the proposed easements shall be indicated on the legal descriptions and exhibit drawings.

3. A current **Title Commitment** or title policy on the tract of land over which easement is to be granted, or
4. **Proof of Ownership** as described in Part A (below).

Part A (to be completed by Grantor)

1. On the lines provided below, please type or print the name of the Grantor for each easement exactly as the Grantor's name appears on the Deed by which the Grantor took title to the property. If the Grantor is a corporation, please list the State of organization, plus the names of all general partners. If Grantor is a general partnership, a copy of the recorded trade name affidavit must be furnished. If Grantor is a limited partnership, a certificate of limited partnership must be provided.

<u>Easement Number</u>	<u>Name, title, address, and telephone number of persons who will be signing Easement Deed</u>
_____	_____
_____	_____

2. Please provide the name, address, and telephone number of the party to whom the prepared documents should be forwarded for signature.

<u>Easement Number</u>	<u>Name, address &amp; telephone number</u>
_____	_____
_____	_____
_____	_____

3. A request is made to include the following special provisions within the Easement Deed. Please explain the reasons such special provisions are desired.

\_\_\_\_\_

\_\_\_\_\_

Part B (to be completed by District Engineer)

1. I have reviewed the proposed easements and recommend that they be accepted by the District.

\_\_\_\_\_  
Engineer for the District

\_\_\_\_\_  
Date Approved

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ ("**Grantor**") and the APPLEWOOD SANITATION DISTRICT ("**District**"), a quasi-municipal corporation of the State of Colorado. Each party of this Agreement may be referred to individually as "**Party**," and collectively as "**Parties**." The Parties agree as follow:

1. GRANT OF EASEMENT: For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to the Grantor in hand paid by the District, and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged by the Grantor, the Grantor grants, bargains, and sells to the District, its successors, and assigns, the permanent, non-exclusive right to enter, re-enter, occupy, and use the real property located in the County of Jefferson and State of Colorado described in the attached **Exhibit A** (hereinafter referred to as the "**Easement**") to construct, install, inspect, improve, monitor, maintain, patrol, survey, remove, replace, repair, change the size of, alter, enlarge, and operate one or more sanitary sewer line and all underground and surface appurtenances, collectively "**Facilities**," in, through, over, and across the Easement, at the District's cost and expense. By way of example and not by way of limitation, the parties intend to include (i) mains and conduits within the term "**pipeline(s)**," and (ii) ventilators, manholes, lamp poles, electric or other related control systems, underground cables, wires, connections, and the like within the term "**appurtenance(s)**."

2. EXHIBITS: The following Exhibit is attached to and incorporated in this Agreement:

### **Exhibit A** – Legal Description and Exhibit Drawing of the Easement

In the event the survey, the legal description in Exhibit A, and/or the exhibit drawing attached to Exhibit A are found to be inaccurate, the Grantor will comply with the District's request to execute, acknowledge, initial, and/or deliver to the District any documentation the District deems necessary to correct such inaccurate documents to fulfill the purposes of this Agreement.

3. DISTRICT'S RIGHT OF ACCESS: The District shall have and exercise the unimpeded right of ingress and egress in, to, over, through and across the Easement limited however for only those purposes needed for the full enjoyment of any rights or use provided for hereinabove.

In case the District abandons its right herein granted and ceases to use same, all right, title, and interest hereunder of the District shall cease and terminate and the Grantor shall

hold said premises, as the same may then be, free from the rights so abandoned and shall own all material and structures of the District so abandoned. If the District abandons its rights under this Agreement, the District agrees to execute and acknowledge an instrument evidencing its abandonment suitable for recording.

Incidental or unavoidable damage to Grantor's property and or improvements caused by District's reasonable exercise of its rights under this agreement shall not be borne by District.

4. SLOPE: Due to variations in topography, the Easement and the pipeline(s) may take on an uphill or downhill direction having a slope greater than 4 percent; however, sloping within the Easement across its width may not exceed 4 percent in any direction to ensure stability of maintenance equipment and vehicles.

5. PROHIBITED OBSTRUCTIONS: Except as expressly identified in this Agreement, the Grantor shall not construct, place, plant or allow any of the following, whether temporary or permanent, on any part of the Easement: any building, foundation, retaining wall, overhang, streetlight, power pole, fence, yard light, mailbox, or trash receptacle, or other structure; shrub, tree, woody plant, or nursery stock; or any other obstruction of any kind (collectively referred to as "**Prohibited Obstructions**"). Grantor may plant vegetation within said easement, provided that the root system of the vegetation will not interfere with the utility lines or appurtenances. Grantor shall not violate these restrictions except as reserved above. The District may, without notice to Grantor, remove any Prohibited Obstructions situated on the Easement without liability for damages and at the sole expense of the Grantor.

6. PROHIBITED ACTIONS: The Grantor shall not stop, limit, hinder, or interfere with the construction, maintenance, repair, replacement, removal, enlargement, or operation of the Facilities with the Easement.

7. SURFACE RESTORATION:

7.1. After construction of any sewer pipeline(s) by the District, the general surface of the ground, except as it may have been necessarily modified to accommodate the appurtenances, shall be restored, as nearly as reasonable, to the grade and condition existing immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the Easement at the sole expense of the District.

7.2. For a period of one year following completion of construction by the District that involves disturbance of the surface of the ground, the District shall

maintain the surface elevation and quality of the soil by correcting any settling or subsiding that occurs as a result of the work done by the District.

- 7.3. Existing fencing disturbed or destroyed by the District in constructing its Facilities shall be replaced by the District to its original condition to the extent possible. The Grantor shall not construct new fencing across or within the easement described herein without written approval of the District, not to be unreasonably withheld.

8. SUBJACENT AND LATERAL SUPPORT; EARTH COVER:

- 8.1. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for its full, complete, and undisturbed enjoyment of the rights herein described. The Grantor shall take no action that would impair the earth cover over, or the lateral or subjacent support for, any of the Facilities within the Easement. If, however, Grantor obtains specific prior, written permission from the District, the earth cover over the permitted Facilities may be modified. If such permitted deviation undertaken by the Grantor requires any alterations, repairs, or replacements to any pipeline(s), such alteration, repair, or replacement shall be at the Grantor's expense. Grantor understands that the District is under no obligation to provide written permission for such modification.

9. PUBLIC UTILITIES:

- 9.1. Crossings: Other public utilities such as water, storm sewer, gas, electric, and cable lines may be installed in the Easement as long as they do not interfere with the District's rights and as long as the utilities are crossing the pipeline(s) at right angles, or at substantially right angles. Any gas, electric, or cable line that crosses the pipeline(s) and it not metallic or concrete shall be encased within steel conduit and/or concrete ducts.
- 9.2. Parallel: Within the easement, the District's pipeline(s) shall have an exclusive width of at least 20 feet. Any and all other parallel utilities shall not be permitted within 10 feet of district pipe.

10. GRANTOR'S RETAINED INTERESTED:

The Grantor specifically retains the right to the full undisturbed use and occupancy of the Easement Property insofar as such use and occupancy is consistent with and does not impair any grant or agreement contained herein and except as herein provided.

In the event Grantor shall deem it necessary in order to develop the property owned by Grantor, Grantor may relocate this easement and District's pipeline at Grantor's expense and with District's prior approval, such approval not to be unreasonably withheld, to a location which will accommodate Grantor's development. Grantor agrees to locate the new pipeline and easement as near as is reasonably possible to the existing easement and pipeline and not to unreasonably interfere with the operation of the pipeline.

Grantor warrants that it has full right, title, and lawful authority to grant this easement and to make and enforce the promises herein subject to existing easements, restrictions, and rights-of-way of record. Grantor agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or against the absence of right of the Grantor to make the grant hereinabove contained.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and all rights herein granted, or any of them separately, may be released or assigned in whole or part. It is understood that this Agreement cannot be changed in any way except in writing, signed by the Grantor and a duly authorized agent of the District.

Each and every one of the benefits and burdens of this conveyance and Agreement shall inure to and be binding upon the legal representatives, heirs, executors, administrators, successors and assigns of the parties to this conveyance and Agreement.

The foregoing constitutes the whole conveyance and Agreement between the parties. No additional or different oral representation, promise, or Agreement shall be binding on any of the parties with respect to the subject matter of this instrument.

If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

In witness whereof, the parties have executed the within Easement Agreement as of the day and year first above written.

GRANTOR'S NAME:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

