

AMC 8 1978
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EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August, 19 78, by and between COMMUNITY AIRPARK ASSOCIATION, INC., party of the first part, and BOXELDER SANITATION DISTRICT, party of the second part, WITNESSETH:

That for and in consideration of the covenants and agreements herein and the sum of \$ 7,000.00 and other valuable considerations in hand paid by second party to first party, receipt of which is hereby acknowledged, first party has granted and conveyed, and by these presents does grant and convey to second party, its successors and assigns, a permanent easement for the installation, inspection, maintenance, replacement or removal of a buried sewer pipeline in and upon land situate in the County of Larimer, State of Colorado, being described as follows, to-wit:

See Exhibit "A"

As part of the consideration hereof, and by acceptance of this grant of right of way, said second party agrees as follows:

1. That said permanent easement shall not exceed 31 feet in width ^{over} and across the above described property, ^{as above described} except that the party of the first part does hereby grant to the party of the second part a temporary easement of N/A feet over and across the above described property for purposes of construction of said sewer line.

2. All trenches and excavations made in the laying or repairing of such pipeline shall be properly backfilled and as much of the original surface soil as possible shall be placed on top. All large gravel, stones and clods will be removed from the finished backfill. Second party will finish the backfill after normal settling of the soil so that the use and enjoyment of said land by first party shall be suitable for the purpose now used. Second party will maintain the trench area and buried sewer pipeline and be wholly responsible for

all damages, real or personal, which may be caused by the installation, reinstallation, maintenance and use of said sewer pipeline.

Both parties hereto agree that all sewer pipelines or other facilities constructed or installed at second party's expense upon property owned by first party shall remain the property of second party and shall be removable at the option of second party upon termination of the agreed service to or on said property, and agree to reconvey this easement to first party on cessation of need for this easement.

First party does hereby covenant with second party that first party is lawfully seized and possessed of the real property described, that first party has a good and lawful right to convey said property or any part thereof and that first party warrants the title thereto.

Whenever used herein the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and affixed their corporate seals, the day and year first above written.

Loren R. Haly Sec
Party of the First Part

V. H. [Signature]
Party of the First Part

BOXELDER SANITATION DISTRICT

By [Signature]
Chairman of Board of Directors
Party of the Second Part

ATTEST:
Ina R. Miller
Secretary

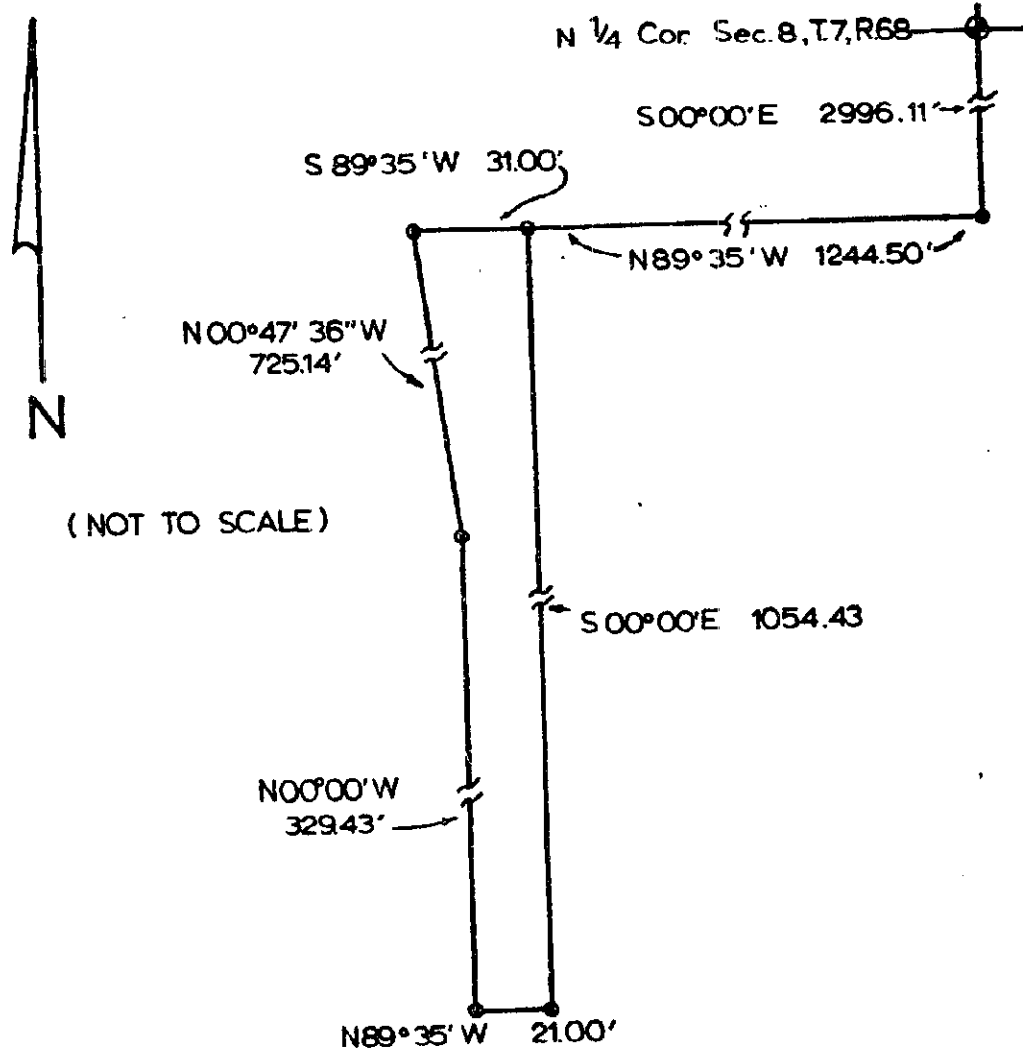
STATE OF COLORADO)
COUNTY OF LARIMER) ss.

The foregoing instrument was acknowledged before me this 1 day of August, 1946, by [Signature]
Witness my hand and official seal.

My commission expires: Dec. 10, 1954

[Signature]
Notary Public





(NOT TO SCALE)

EASEMENT DESCRIPTION

A permanent utility easement as shown on above plat, over and across a portion of Section 8, Township 7, North, Range 68 West Larimer County, Colorado and more particularly described as follows.

Considering the East line of the NW 1/4 of said Section 8 as bearing S 00° 00' E and with all bearings contained herein relative thereto. Beginning at the N 1/4 corner of said Section 8, thence proceeding S 00° 00' E 2996.11 feet and N 89° 35' W 1244.50 feet to the true point of beginning thence S 00° 00' E 1054.43 feet, N 89° 35' W 21.00 feet, thence N 00° 00' W 329.43 feet, thence N 00° 47' 24'' W 725.14 feet, thence S 89° 35' E 31.00 feet to the true point of beginning.

BOXELDER SANITATION DISTRICT

JULY 15 1978

JPM