

**EASEMENT AND RIGHT-OF-WAY AGREEMENT (WATER)**

THIS AGREEMENT, made and entered into as of the 26<sup>th</sup> day of March, 1998, by and between BLAIR A. KIEFER, hereinafter referred to as the "Grantor", and N. LARRY HANSEN and MARY J. HANSEN, hereinafter referred to as the "Grantees".

**WITNESSETH:**

For and in consideration of the mutual promises and covenants herein contained, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, Grantor has granted and conveyed, and by these presents does bargain and convey, unto the Grantees, their successors and assigns, a permanent easement for the installation, construction, maintenance, inspection, operation, replacement, or removal of one (1) water line for the transmission of irrigation water and all underground and surface appurtenances thereto, including metering station and/or pump from Paige Brothers Reservoir to Grantees' real property described on Exhibit C attached hereto and incorporated by reference herein.

The right-of-way and easement has a centerline which is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN FOR LEGAL DESCRIPTION.

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN FOR DIAGRAM OF LOCATION OF WATER EASEMENT.

The parties hereto acknowledge that said easement and right-of-way (hereinafter referred to as "the Easement") is located on a parcel of property owned by Grantor.

In addition to the foregoing grant of easement and right-of-way by Grantor to the Grantees, the Grantor further grants and conveys to the Grantees the following rights and privileges:

A. The right of ingress and egress to and from the Easement reasonably necessary taking into consideration the minimization of damage to the Grantor's Property and crops.

B. To mark the location of the Easement with markers set in the ground provided that any such markers remaining after the period of construction of the water line and appurtenances shall be placed in locations which will minimize interference with any reasonable use of the Easement area by the Grantor.

O&B - 3/24/98

*Osturn & Bloom  
217 W. Olive  
Fort Collins CO 80501*



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The Grantor hereby covenants and agrees to and with the Grantees, their successors and assigns that:

C. Except as otherwise provided in this subparagraph C, the Grantor, his successors and assigns, shall not erect or place any permanent building, structure, tree, or other landscaping on the Easement. In the event of the placement of such obstacles on the Easement contrary to the provisions of this subparagraph C, the Grantees shall have the right to require Grantor to remove such obstacles from the easement; and, in the event Grantor fails to do so upon request, the Grantees may remove such obstacles without any liability for repair or replacement thereof. Notwithstanding the foregoing, Grantor, his successors and assigns, shall have the right, without the consent of the Grantees, to plant crops and other ground cover.

D. The Grantor does hereby covenant and agree to and with the Grantees that the Grantor is lawfully seized of the Easement and Grantor's Property, and that the Grantor has a good and lawful right to convey the Easement to the Grantees and that Grantor warrants the title thereto.

E. The Grantees do hereby covenant and agree to and with the Grantor as follows:

1. The Grantees shall not fence or otherwise enclose the Easement, except during periods of construction and repair.

2. All trenches and excavations made in the laying or repairing of the water line shall be properly backfilled and as much of the original surface soil as reasonably possible shall be placed on top. All large gravel, stones and clods will be removed from the finished backfill. The Grantees will finish the backfill after normal settling of the soil so that the use and enjoyment of said Easement by the Grantor shall be suitable for the purpose now used.

F. In the event the Grantor's Property is being used for production of any crops which require irrigation at the time the pipeline is constructed or repaired as set forth in this Agreement, the Grantees agree, unless otherwise provided, to install and operate flumes or appropriate crossing devices across the Easement at all times during such construction operations. The Grantees further agree, unless otherwise provided, not to block, dam or obstruct in any manner any irrigation canal, drainage ditches or creeks located on the Grantor's Property and further agree to replace, repair or pay for any levees or banks or crops disturbed or damaged by the activities of the Grantees on the Grantor's Property.

G. The Grantees shall pay the fair market value for any crops, fences or livestock of the Grantor, his tenants and lessees which are damaged or destroyed as a result of the construction, operation and maintenance of the water line.





# EXHIBIT A

## EASEMENT AND RIGHT-OF-WAY AGREEMENT (WATER)

### EASEMENT DESCRIPTIONS

**Kiefer Easement No. 1:** A 5.00 foot wide irrigation easement situate in the Northeast 1/4 of Section 23, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado which considering the East line of the said Northeast 1/4 as bearing N 00° 01' 00" W and with all bearings contained herein relative thereto and the East line of the 5.00 foot wide easement begins at a point on the East line of the said Northeast 1/4 which bears N 00° 01' 00" W 1261.80 feet from the East 1/4 corner of said Section 23 and run thence N 00° 01' 00" W 335.77 feet.

**Kiefer Easement No. 2:** A 10.00 foot wide irrigation easement situate in the Northeast 1/4 of Section 23, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado which considering the East line of the said Northeast 1/4 as bearing N 00° 01' 00" W and with all bearings contained herein relative thereto and the centerline of the 10.00 foot easement begins at a point on the East line of the said Northeast 1/4 which bears N 00° 01' 00" W 1597.57 feet from the East 1/4 corner of said Section 23 and runs thence N 48° 29' 34" W 157.94 feet; thence N 59° 04' 50" W 102.27 feet; thence N 51° 06' 41" W 96.26 feet; thence N 40° 04' 42" W 165.51 feet; thence along the arc of a non-radial curve to the right a distance of 220.28 feet, the long chord of which bears N 31° 32' 00" W 217.50 feet; thence N 20° 24' 42" W 55.82 feet; thence along the arc of a non-radial curve to the right a distance of 406.06 feet, the long chord of which bears N 11° 51' 58" W 403.74 feet; thence N 15° 24' 11" E 37.01 feet.

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## EXHIBIT C

### EASEMENT AND RIGHT-OF-WAY AGREEMENT (WATER)

A parcel of land situate in the Northwest 1/4 of Section 24, Township 7 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, being more particularly described as follows: Considering the North Line of said Northwest 1/4 as bearing N 89°37'52" W, and with all bearings contained herein relative thereto; commencing at the North 1/4 corner of said section, thence S00°05'34" E, along the East Line of said Northwest 1/4 a distance of 2645.09 feet to a point on the south line of said Northwest 1/4, said point also being the center 1/4 corner of said section, thence along said south line N 89°39'49" W, a distance of 1175.00 feet to the true point of beginning; thence continuing along said south line N 89°39'49" W, a distance of 1476.29 feet to a point on the west line of said Northwest 1/4, said point also being the West 1/4 corner of said section, thence along said West line N00°01'00" W, a distance of 1261.80 feet; thence S 80°22'34" E a distance of 1517.62 feet; thence S01°06'23" W, a distance of 1016.95 feet to the true point of beginning.

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