

Clerk and Recorder: Please index in real property transfer records with Routt County, Colorado, a body corporate and politic as Grantee and David Clemente as Grantor.

PERPETUAL MAINTENANCE EASEMENT

THIS PERPETUAL MAINTENANCE EASEMENT is made this ____ day of October, 2019, by and between **David Clemente** hereinafter referred to as “Grantor,” owner of certain lands located in Routt County, Colorado, and **Routt County, Colorado, a body corporate and politic**, whose legal address is P.O. Box 773598, Steamboat Springs, Colorado 80477, of the County of Routt, State of Colorado, hereinafter referred to as “Grantee,” and provides as follows:

Grantor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, grants, bargains, sells and conveys unto Grantee, its successors, and assigns forever a perpetual, non-exclusive easement for the purpose of installing and maintaining a culvert along the West Fork of the Elk River on Routt County Road 44, under and across a tract of land located in the NE1/4, SE1/4 of Section 12, Township 6 North, Range 86 West of the 6th P.M., Routt County, Colorado, as more specifically described in Exhibit A, attached hereto and incorporated herein (the “Burdened Real Property”). The easement granted hereby shall include the right to excavate and remove soil, stone and other materials for the purpose of installing the culvert.

This Perpetual Maintenance Easement shall run with the Land and be binding upon all successors, assigns, heirs and personal representatives of the Grantor. By acceptance of this Easement, and as part of the consideration for the execution and delivery hereof, Grantee, its successors and assigns, agree to indemnify and hold harmless the Grantor, and Grantor’s heirs, successors and assigns, against any and all action, claims and demands resulting from the rights, privileges and use hereby granted to the Grantee. In the event the Grantee abandons its rights herein granted and ceases to use the same, all rights and interest herein shall cease and terminate.

Grantee is hereby granted the right to enter upon the Burdened Real Property for the uses and purposes permitted by this easement. **The Burdened Real Property is currently used by Grantor for agricultural purposes, including animal grazing. Grantee will endeavor to provide Grantor with reasonable notice, except in the case of an emergency, prior to entering upon the Burdened Property for the uses and purposes permitted by this easement.** Grantee shall not take any action or cause or permit any third party to take any action which would have the effect or result of damaging the Burdened Real Property.

Grantee hereby agrees that all fences and vegetation located on the Burdened Real Property which are removed or damaged by Grantee or its agents during the installation or maintenance of the culvert referenced above, will be repaired, replaced or restored to a condition fully equal to that existing before the installation or maintenance of the culvert commenced.

Grantor, for itself, its heirs, executors and administrators does covenant, grant, bargain and agree to and with Grantee, its heirs and assigns, that Grantor is seized of the easement above

conveyed and has good right, full power and authority to grant, bargain, sell and convey said easement, and that said easement is free and clear from all former and other grants, bargains, sells, liens, taxes, assessments and encumbrances of any kind whatsoever.

Executed on the ____ day of October, 2019.

David Clemente

By: _____

Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

The foregoing Perpetual Maintenance Easement was acknowledged before me this ____ day of October, 2019 by _____ as _____ of David Clemente

My commission expires _____
Witness my hand and official seal.

Notary Public

Acceptance

Routt County, Colorado, a body corporate and politic, by and through its Board of County Commissioners, being the Grantee hereunder, hereby accepts the foregoing Perpetual Maintenance Easement on the terms and conditions set forth above.

Dated: October __, 2019

Routt County, Colorado

By: _____
Timothy V. Corrigan, Chairman
Routt County Board of County Commissioners