

## **PERPETUAL EASEMENT**

THIS PERPETUAL EASEMENT entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Board of County Commissioners of Cheyenne County, Colorado whose mailing address is P. O. Box 567, Cheyenne Wells, Colorado 80810, hereinafter called and referred to as Grantor, and \_\_\_\_\_, whose mailing address is \_\_\_\_\_, hereafter called and referred to as Grantee;

### **WITNESSETH:**

That for and in consideration of the following acts, covenants, conditions, doings, and things both parties agrees to as following, to wit:

1. In consideration of the sum of Two hundred Dollars, (\$200.00) per road crossing and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, it's successors and assigns, an easement along a county roadway or highway, and, if applicable, the crossing of a county roadway or highway. Said easement is for the purpose of constructing, maintaining and operating the following \_\_\_\_\_, hereinafter called and referred to as line.

Said easement to be located within the County of Cheyenne, State of Colorado, more particularly described as follows, to-wit: **(Please attach map with road numbers)**

2. Said easement granted herein shall be possessed and enjoyed by Grantee, its successors, and assigns, so long as said line constructed pursuant hereto shall be maintained and operated by Grantee, its successors, and assigns. In the event said line is abandoned by Grantee, then said easement shall immediately cease and Grantor, through its Board of County Commissioners may, by resolution, declare the cessation of said easement.

3. Grantee agrees to bury all lines to a depth of forty-eight (48) inches from the surface together with placing a warning tape above the buried cable in order to notify the public that a line is buried below said tape. In addition, Grantee shall place an adequate number of warning signs along the aforementioned right-of-way notifying the public of the existence of said line. At all times, Grantee shall bury all lines to such a depth to ensure that the line shall be of at least forty-eight (48) inches below all borrow pit's, culverts, and all roadways or pipelines. In addition, Grantee shall bury said line at the bottom of the borrow pit adjacent to the aforementioned roads.

4. In the event Grantee is desirous of crossing an actual county road, highway, or right-of-way, Grantee shall bore under said road or highway and, in no event, shall Grantee cut, dig, or incise across said county road, highway or right-of-way. In addition, in the event said right-of-way is necessary for the transmission, passage, or carrying of non-liquid or non-gases material such as, by way of example, a fiber optic cable, then and in that event said Grantee is further required to encase all non-liquid, non-gaseous material in a suitable encasement, cover or insulate, appropriate for the materials being conveyed. In addition, whenever necessary or deemed appropriate in the sole discretion of Grantor, Grantor may, in addition, require the venting of said lines but, in no event, shall any vents be placed on the drivable portion of any county road or highway but, shall be required to be installed into the non-drivable portion of said county right-of-ways. This Section shall only apply to lines greater than two (2) inches diameter and lines two (2) inches or less in diameter may be specifically exempt to the provisions of this Section 4 only, but not exempt from any other provisions contained herein.

5. This easement is being given by Grantor without any warranty of any kind either expressed or implied.

6. Grantee shall perform its operations in such a manner as to cause the least minimum interference with the normal use of said roads and rights-of-ways and shall further cause minimum interference with rights of any adjoining landowners.

7. Grantor's Road and Bridge District Foreman shall be contacted by Grantee prior to completion of project to inspect depth of line. Once Grantor's Foreman is satisfied with line depth, then Foreman shall sign off at the end of this agreement. Grantee at its own cost and expense and upon completing the installation of said line shall restore said roadway, highway or right-of-way to its original condition.

8. Grantee shall save Grantor, its officials, agents, and employees harmless from all liability or damage arising out of any acts or omissions by Grantee in Grantee's laying, constructing, maintaining, and operating said line. Further, Grantee shall indemnify Grantor, it's officials, agents and employees from any claims, choices in action, litigation, arbitration, or demands made by third parties including any employees of Grantor that may be injured as a result of such line, upon Grantor, it's officials, agents or employees as a result of any acts or omissions by Grantee in exercising its rights granted herein.

9. Grantor reserves the right to use and enjoy the roadways, highways, and right-of-ways to its fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein.

10. This perpetual easement and all rights herein of Grantee shall, at the option of Grantor, terminate on the failure by Grantee to remedy any default in the performance of any term or condition of this instrument within a reasonable time after receipt of written notice of said breach.

11. Grantor shall make a good faith effort to not cut, or otherwise damage said line, but in the event said line is damaged or cut by Grantor, it's officials, agents or employees, Grantee shall hold said Grantor, it's officials, agents or employees harmless from said cut or damage.

12. Grantee specifically agrees to relocate its line whenever Grantor requires it in the exercise of its police power to protect the public health, safety, or convenience.

13. This perpetual easement shall be and become binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

14. Upon completion of the project, Grantee shall record with the Clerk and Recorder of Cheyenne County a copy of a detailed map, showing clearly and accurately the location of said line.

15. Under appropriate circumstances, Grantor may reduce or waive filing fees.

16. By signing said perpetual easement by Grantee, Grantee acknowledges that he has read the contents of said perpetual easement in its entirety and specifically agrees to abide by all of the terms and conditions contained herein.

17. Contractor shall attach evidence of Financial Responsibility, by either Certificate of General Liability Insurance, or Bond running to the County in the Amount of \_\_\_\_\_ or N/A.

18. Grantee shall call 811 (locate utilities) before commencing work.

IN WITNESS WHEREOF, the parties have executed this perpetual easement the date and year first above written.

**GRANTEE**

**GRANTOR:**

**BOARD OF COUNTY COMMISSIONERS  
CHEYENNE COUNTY, COLORADO**

\_\_\_\_\_  
NAME (Printed)

\_\_\_\_\_  
R.J. Jolly, COMMISSIONER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
Ronald R. Smith, COMMISSIONER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
Rick Pelton, COMMISSIONER

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
CONTRACTOR SIGNATURE

**ATTEST:**

\_\_\_\_\_  
**Allison Brown, CLERK TO THE BOARD**

Date Approved: \_\_\_\_\_ (Permit is void after 6 months from date approved if work is not completed. Contractor or Landowner shall notify County if not going to complete project.)

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I, \_\_\_\_\_, Grantor's Road and Bridge District Foreman, have inspected the line depth prior to burial of line and am satisfied with the depth.

\_\_\_\_\_  
Road & Bridge District Foreman Signature

\_\_\_\_\_  
Date