EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into as of the _____ day of _____, _____, by and between:

hereinafter called "Grantor", (whether grammatically singular or plural) and the:

hereinafter called "Distributor".

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Grantor in hand paid by the Distributor, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Distributor, its successors and assigns, the permanent right to enter, re-enter, occupy and use the described property to construct, maintain, repair, replace, remove, enlarge and operate one or more water pipelines and all underground and surface appurtenances thereto, including electric or other related control systems, underground cables, wires and connections and surface appurtenances. By way of example and not by way of limitation, the parties intend to include within the terms "pipelines" and "appurtenances" the following: mains and conduits, valves, vaults, manholes, control systems, ventilators, and the like, in, through, over and across the following described parcel of land situate, lying and being in the County of and State of Colorado, to-wit:

(For Legal Description, please see Exhibit "A", attached hereto and made a part hereof)

IT IS HEREBY MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. The Distributor shall have and exercise the right of ingress and egress in, to, over, through and across the above described property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein. The Distributor shall have the right to construct and maintain an all-weather roadway of varying width, as needed in the opinion of the Distributor, along the length of the easement. Both parties agree that the purpose of this roadway is to allow the Distributor vehicular access. The easement area shall be free of obstacles throughout the length of the easement. Due to variations in topography, the easement and the pipe may take on an uphill or downhill direction having a slope of greater than 4%; however, sloping within the easement across its width may not exceed 4% to insure stability of

maintenance equipment and vehicles. A slope across the width of the easement greater than 4% may be allowed upon prior written permission of the Distributor and Denver Water.

2. The Grantor shall not construct or place any structure or building, fence, retaining wall, street light, power pole, yard light, mail box, sign, trash receptacle, temporary or permanent, or plant any shrub, tree, woody plant or nursery stock, on any part of the above described easement. Any structure or building, fence, retaining wall, street light, power pole, yard light, mail box, sign, trash receptacle, temporary or permanent, or shrub, tree, woody plant or nursery stock, of any kind situated on the above described easement as of the date of this Agreement, may be removed by the Distributor without liability for damages arising therefrom.

3. The Grantor, for itself, its successors and assigns, shall provide to the Distributor any information within its possession about past and currently existing Environmental Contamination in the easement area. Such information shall include but not be limited to environmental studies, reports, samples, agreements, liens, letters and any remediation work that has been done or is ongoing to clean the area or is planned to occur. If contaminated soils exist in the easement area upon the effective date of this Agreement, for which the Grantor or its successors or assigns are responsible under applicable state or federal laws, the Grantor, at Grantor's sole expense, shall take Corrective Action to clean the contamination to the full width of the easement area and a depth of at least twelve (12) feet from finished grade or to two (2) feet below the bottom of the water line as determined by the Distributor. Contamination shall be cleaned to the appropriate state and federal standards set forth by the U.S. Environmental Protection Agency and Colorado Department of Public Health and Environment or to the standards of Corrective Action plans for the property currently approved by the U.S. Environmental Protection Agency and Colorado Department of Public Health and Environment. Grantor shall provide documents verifying Corrective Action to the Distributor prior to the installation of pipeline facilities.

4. To the extent it legally may, and as long as the Distributor did not cause Environmental Contamination, the Grantor, for itself, its successors and assigns, shall indemnify the Distributor against any liability, damages, costs, expenses, causes of action, claims, losses, settlements, fines and penalties, and reasonable attorneys' fees claimed against the Distributor relating to (1) the existence, mitigation, or remediation of Environmental Contamination in the easement area; (2) any Corrective Action in the easement area; (3) any Environmental Contamination in the easement area that occurs or is discovered after conveyance of the easement; or (4) the occurrence, disturbance, or movement of existing contaminated soils resulting directly or indirectly from any work conducted by the Distributor in exercise of the Distributor's functions.

5. As used in this Agreement, "Corrective Action" shall refer to risk assessment, active remediation, passive remediation, voluntary cleanup, investigation and/or monitoring of Environmental Contamination.

6. As used in this Agreement, "Environmental Contamination" means the presence within the easement area of any hazardous material, including but not limited to any substances defined as or included in the definition of "hazardous substance," "hazardous material" or "toxic

substances" in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws.

7. The water pipeline and all appurtenances shall be installed in accordance with then current Distributor and Denver Water Engineering Standards.

8. Fencing existing at the time of this Agreement which is disturbed or destroyed by the Distributor or its agents in constructing its facilities shall be replaced by the Distributor to its original condition as nearly as reasonable; however, the Grantor shall not construct new fencing across or within the easement.

9. The Distributor shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights hereinabove described. It is specifically agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any water pipeline or lines and appurtenances within the easement. Denver Water's Engineering Standards require no less than four and one-half (4½) feet and no more than ten-feet (10) of earth cover, measured vertically from the top of any pipeline or lines. Deviation from this requirement will be permitted only upon specific prior, written permission from Denver Water and the Distributor. If such modification undertaken by the Grantor requires alterations to any pipeline facility, such alteration shall be at the Grantor's expense.

10. After construction of any water pipeline or lines, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored, as nearly as reasonable, to the grade and condition immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the Distributor shall be removed from the easement at the sole expense of the Distributor. The Distributor agrees that for a period of one-year following construction which involves disturbance of the surface of the ground, the Distributor will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Distributor.

11. The Distributor agrees that other public utilities such as sanitary sewer, storm sewer, gas, and electric lines, may be installed in the easement as long as they do not interfere with the Distributor's rights herein granted and as long as piping crossing the waterline at the discretion of the Distributor is metallic or concrete or is encased in an acceptable material. Any piping or cable crossing the waterline must be installed in accordance with Denver Water Engineering Standards. Any and all utilities which parallel the Distributor's facilities will not be permitted within ten-feet (10) of Distributor's facilities **without express prior permission from the Distributor**. The intent is to reserve for the Distributor's water lines at least twenty-feet (20) of the easement width.

12. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

13. The Distributor is acquiring the rights in the subject property in order to insure to the Distributor a dominant easement for the exercise of the Distributor's functions, and that the exercise of any rights in the subject property other than those retained by the Grantor shall be within the discretion of the Distributor. The Distributor agrees to permit and authorize such other uses of the subject property, not reserved in the Grantor, as will not impair the Distributor's dominant rights, upon the payment of reasonable compensation to the Distributor and upon such terms, limitations, and conditions as the Distributor shall find reasonably necessary to protect Distributor's dominant right of occupancy of the subject property for the purpose of the Distributor without undue or unnecessary injury to or impairment of the estate retained by the Grantor.

14. If the Distributor abandons use and operation of the pipeline facilities laid pursuant to this easement, such abandonment shall not constitute abandonment of its rights under this easement.

15. The Grantor warrants that Grantor has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Distributor in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's right to make the grant contained herein.

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

17. Unless special provisions are listed below and/or attached, the above constitutes the whole agreement between the parties and 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. To the extent that any special provisions added are in conflict with any other provisions, the special provisions shall control and supersede any other terms or provisions.

SPECIAL PROVISIONS:

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement as of the day and year first above written.

<insert Company name> , LLC,
a <insert LLC type> limited liability company

<insert name> select title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The within and foregoing instrument was acknowledged before me by _____ _____<insert name>_____ as select title of _____<insert Company name>_____, LLC a _____<insert LLC type>_____ limited liability company, on this _____ day of _____, 20____.

Witness my hand and official seal. My commission expires: _____.

{S E A L}

_____
Notary Public

ATTEST:

_____ _____
Secretary President

(DISTRIBUTOR)