

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

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**AMENDMENT TO DEED OF EASEMENT AND EASEMENT AGREEMENT
BETWEEN CAMILLETTI & SONS, INC. AND ROUTT COUNTY, COLORADO
RECEPTION NO. 319910**

THIS AMENDMENT TO DEED OF EASEMENT AND EASEMENT AGREEMENT is made this 16 day of May, 2023, by and between Camilletti and Sons, Inc., of Milner, Colorado whose mailing address is HCR 66 Box 69 Milner, Colorado 80487-9804, hereinafter referred to as "Grantor," and **Routt County, Colorado, a body corporate and politic**, whose legal address is 522 Lincoln Ave., Suite 34, Steamboat Springs, Colorado 80487, of the County of Routt, State of Colorado, hereinafter referred to as "Grantee," and provides as follows:

This Amendment generally updates the purpose of the Deed of Easement and Easement Agreement dated July 6, 1982, recorded in the records of Routt County, Colorado at Reception No. 319910. This Amendment further modifies exhibits and the width of the temporary construction easement described in the Deed of Easement and Easement Agreement. This Amendment replaces the Deed of Easement and Easement Agreement in its entirety.

Grantor, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, grants, bargains, sells and conveys unto Grantee, its successor, and assigns the following exclusive easements for the purpose of constructing, operating, and maintaining a community wastewater treatment system.

1. Grant of Temporary Easement.

Grantor hereby grants and conveys to the Grantee and to its construction contractors a temporary construction easement as described in **Exhibit A**, which is attached to and incorporated herein. The right, privilege, and temporary use shall cease and terminate immediately following the completion of construction and installation of a new sewage treatment facility. The easement area shall be restored to its original condition or as may be reasonably requested by Grantor.

2. Grant of Permanent Easements.

Grantor hereby grants and conveys to the Grantee perpetual easements as follows:

A. Wastewater Treatment Facility Easement as described in **Exhibit B**, which is attached to and incorporated herein, for the purposes of constructing, installing, operating, and maintaining the lift station area to include the following facilities:

- (1) a portion of the plant access-road;
- (2) an eight inch diameter sewer line;
- (3) the wastewater treatment plan building;
- (4) a portion of the four inch diameter sewer force main;
- (5) wastewater treatment system area driveway; and
- (6) miscellaneous fencing and other improvements.

Any future expansion or modification of the lift station area shall require Grantor approval which shall not be unreasonably withheld.

The Grantor shall have access to adjacent property through the wastewater treatment system easement by means of an existing driveway constructed by the Grantee along the north side of the wastewater treatment system easement. Grantee shall have access to wastewater treatment system building area and to the former "Sewage Treatment Facility Tract."

The Grantee shall be responsible for maintaining all fences, roads and driveways constructed by the Grantee within the easement, including winter maintenance (snowplowing) if deemed necessary by the Grantee for access. Roads shall be constructed and maintained using ¾" road base and non-graded ("pit run") materials shall not be used.

B. Access Road and Sewage Force Main Easement as described in **Exhibit C**, which is attached to and incorporated herein, for the purposes of constructing, installing, operating, expanding, modifying and maintaining the access road and force main to include the following facilities:

- (1) the existing sewage treatment facility access road; and
- (2) a portion of the four inch diameter sewage force main and appurtenances.

Both parties shall have the right of ingress and egress through the easement. Grantee shall have the right of ingress and egress over Grantor's adjoining property as may be reasonably necessary for the operation and maintenance of the access road and force main together with the right to perform operation and maintenance functions, whether or not contained in the perpetual easement. Grantee must provide prior notification of the need to perform maintenance or repair work outside of the easement. Any portions of Grantor's adjacent property which are damaged as a result of the exercise by Grantee of this right of ingress or egress or maintenance shall be restored by Grantee, at its expense, as nearly as possible to their original state. To the extent restoration is not possible, Grantee shall pay to Grantor reasonable damages.

The Grantee shall be responsible for maintaining the access road, including weed management. Any gates constructed by Grantee shall be wire gates and Grantee shall be responsible for maintaining the gates in serviceable condition. Grantee shall conduct winter maintenance for access at its discretion.

C. Effluent Discharge Ditch Easement as described in **Exhibit D**, which is attached to and incorporated herein, for the purposes of constructing, installing, operating, expanding, modifying and maintaining an effluent discharge ditch.

Grantee shall have the right of ingress and egress over Grantor's adjoining property as may be reasonably necessary for the operation and maintenance of the easement, whether or not contained in the easement. Any portions of the Grantor's adjacent property which are damaged as a result of the exercise by Grantee of this right of ingress or egress

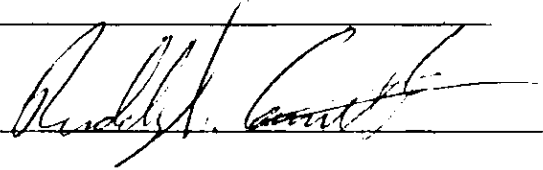
easement, whether or not contained in the easement. Any portions of the Grantor's adjacent property which are damaged as a result of the exercise by Grantee of this right of ingress or egress shall be restored by Grantee, at its expense, as nearly as possible to their original state. To the extent restoration is not possible, Grantee shall pay to Grantor reasonable damages.

Grantee shall be responsible for maintaining the ditch to such an extent that free drainage of treatment plant effluent occurs. This maintenance shall be at Grantee's expense. Grantor shall not make any alterations or modifications to the effluent discharge ditch or to the surrounding property which may adversely affect the discharge of effluent from the sewage treatment plant site.

This **AMENDMENT TO DEED OF EASEMENT AND EASEMENT AGREEMENT** 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, agrees to indemnify and hold harmless the Grantor, and the 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 and revert to Grantor.

Grantor, for itself, its heirs, executors and administrators does covenant and agree that Grantor is well 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, sales, liens, taxes, assessments and encumbrances of any kind whatsoever.

Executed this 9 day of May, 2023.

By: 

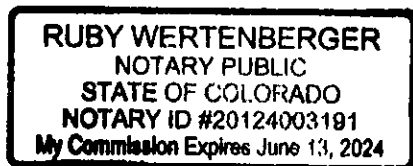
5-9-23
Date

STATE OR COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing **AMENDMENT TO DEED OF EASEMENT AND EASEMENT AGREEMENT** was acknowledged before me this 9th day of May, 2023 by Ruddy L. Camilletti.

My commission expires: 11/13/2024

Witness my hand and official seal.



Ruby Wertenberger
Notary Public
Address: 101 N 1st St
Hayden CO 81639

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 **AMENDMENT TO DEED OF EASEMENT AND EASEMENT AGREEMENT** on the terms and conditions set forth above.

Dated this 16 day of May, 2023.

Routt County, Colorado

By: Linn Redmond