

DIVERSION LICENSE

RECITALS

I, _____, hereinafter referred to as the **Petitioner(s)**, represent that I am the owner of the property whose address is _____, Colorado, and identified by Tax Parcel Number _____. The Petitioner(s) has requested that **Grand Valley Drainage District (GVDD)** issue a revocable license that allows the Petitioner(s) to **divert waste water** from the drainage ditch identified as the _____ **DRAIN SYSTEM**, within an easement granted to GVDD in **Book** _____, **Pages** _____ for an existing drainage way, described as follows, and shown in yellow on EXHIBIT "A":

Based on the foregoing, the GVDD has determined that such action would not at this time be detrimental to property owners within the District.

IT IS THEREFORE AGREED AS FOLLOWS:

1. GVDD reserves and retains a perpetual right to utilize all or any portion of the herein described License Area for any purpose whatsoever.
2. The Petitioner(s)'s use and occupancy of the License Area hereby authorized shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging the drainage facilities existing or which may in the future exist in said License Area.
 - a. The use permitted under this license is to install any necessary equipment adjacent to and in such a manner that it will not interfere with the maintenance of said Drain, obstruct the existing easement, or impede the flow within said drain
 - b. The use permitted under this license includes the Petitioner(s)s right to remove any equipment installed by Petitioner(s) in such a manner that such removal will not interfere with the maintenance of said Drain, obstruct the existing easement, or impede the flow within said drain.
3. The Petitioner(s) shall be solely responsible for the installation and maintenance costs for all parts of the irrigation system for the utilization of the waste water pumped from said drain, including but not limited to pumping equipment sump manholes, pipelines, or other equipment.
4. The Petitioner(s) agrees that the GVDD shall not be responsible for maintenance of any portion of any irrigation system for the utilization of the waste water pumped from said drain, including but not limited to sump manholes, pipelines, or other equipment.
5. The Petitioner(s) agrees that the GVDD does not guarantee the availability of adequate flows and quality of waste water within the drain.
6. The Petitioner(s) agrees that no building or other permanent improvement will be placed within the license area.
7. The Petitioner(s) agrees that no shrubs, trees, vines, or bushes may be cultivated or allowed to grow within the License Area.

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- 8. This license is personal in nature and is not intended to be a conveyance of a property interest and does not run with the land.
- 9. The Petitioner(s), for himself and his heirs, agree that he shall not hold nor attempt to hold, the GVDD, its officers, employees and agents liable for damages caused to any property of the Petitioner(s) or any other party within the License Area, as a result of the Petitioner(s)'s occupancy, possession, or use of said license area or as a result of any activity or use thereof or as a result of the installation, operation, maintenance, repair, and replacement of existing or future facilities by GVDD.
- 10. GVDD reserves and retains the right to revoke this License at any time and for any reason. Notice of Termination of the this license may be given by either party by mailing a first class letter to the last known address of the other party. Within 30 days of notice of revocation of this License, the Petitioner(s) shall, at their sole expense and cost, peaceably surrender said License Area and at their own expense, remove all encroachments upon the License Area.

IN WITNESS WHEREOF, this Revocable License Agreement has been executed the day and year herein contained.

ACCEPTED BY Petitioner(s)

Dated: _____

Dated: _____

GRAND VALLEY DRAINAGE DISTRICT

Approved on: _____
Date

By _____
Tim Ryan, Manager