

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT is made and entered into by and between _____ (“Grantor”), with an address of _____, and the CITY OF LOVELAND, COLORADO, a Colorado home rule municipal corporation (“City”), with an address of 500 E. Third Street, Loveland, Colorado 80537. This Grant of Utility Easement is effective as of the date of the City’s Official Acceptance in the City’s signature block below.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which is hereby acknowledged, Grantor has this day bargained, sold, conveyed, transferred, and delivered unto the City, its successors, and assigns, in perpetuity, a non-exclusive easement in, over, under, through, and across the real property described on the attached **Exhibits A and B** (the “Easement Area”) for purposes of constructing, repairing, replacing, relocating, inspecting, operating, maintaining, and accessing City-owned utility systems across, through, upon, and under the Easement Area; provided, however, that the City shall restore the ground surface to its prior condition after any disturbance of such surface. The term “City-owned utility systems,” means above and below ground wires, lines, cables, ducts, conduits, pipes, pumps, pedestals, risers, poles, vaults, manholes, fire hydrants, mast arms, traffic and pedestrian signals, pull boxes, caissons, and any other equipment, appurtenances, and structures associated with electric, water, wastewater, communications, traffic signal, and stormwater systems that are owned and operated by the City.

Grantor is prohibited from constructing or placing on any part of the Easement Area without prior written approval from the City any fence or gate, building, above or below ground utility systems or appurtenances not owned or maintained by the City, or any other permanent or substantial structure. Grantor is prohibited from making or permitting any use of the Easement Area that would impair, impede, or interfere with the City’s access to or along the easement, or the City’s full free use and exercise of the easement. The City shall be permitted to immediately remove without liability for damages any obstruction prohibited by this easement that interferes with the City’s access to the City-owned utility systems or impairs the City’s full free use and exercise of the easement.

The Grantor or their successors and assigns owns the trees and other vegetation on the Easement Area, and the Grantor acknowledges, for itself and for all successors and assigns, that this easement provides the City with the authority to cut and remove trees and other vegetation that encroaches upon the Easement Area if, in the sole discretion of the City, such trees or vegetation interfere with the City’s use and enjoyment of this easement.

The Easement Area hereby granted, situated in Larimer County, Colorado, is described as follows:

Exhibit A – Easement Description

Exhibit B – Easement Drawing

TO HAVE AND TO HOLD said easement unto the City, its successors, and assigns forever. This perpetual easement and the rights, benefits, and obligations created hereby constitute a burden upon the estate of Grantor in the underlying lands and shall run with the land and be binding upon Grantor and its successors, personal representatives, assigns, and heirs. Grantor does hereby covenant with the City that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey the easement herein granted, that the easement is free and clear of all liens and encumbrances, and that it will forever warrant and defend the title thereto against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Grant of Utility Easement on the date below.

GRANTOR:

By: _____

Date: _____

Print Name: _____

Title: _____

State of _____)
County of _____) ss

Acknowledged before me this ____ day of _____, 20__, by (Name) _____ as (Title) _____.

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

(S E A L)

Notary Public

OFFICIAL ACCEPTANCE BY THE CITY OF LOVELAND

APPROVED AS TO FORM:

Jim Thompson, City Manager

Assistant City Attorney

ATTEST:

City Clerk

Date

(S E A L)