

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION 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.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which are hereby acknowledged, Grantor has this day bargained, sold, conveyed, transferred, and delivered unto the City, its successors, and assigns a non-exclusive temporary easement and right-of-way in, over, across, and upon the real property described on the attached **Exhibits A and B** (the “Easement Area”) to use the Easement Area for work space for construction of City-owned facilities and appurtenances thereto; provided, however, that the City shall restore the ground surface disturbed by the City during its construction activity—including hard surfaces, pavement, and sidewalk areas—to its prior condition after any disturbance of such surface except as necessarily modified to accommodate the project.

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

Exhibit A – Easement Description

Exhibit B – Easement Depiction

This easement shall be available for use by the City thirty (30) days after the City gives written notice to Grantor of the City’s intent to begin construction and shall continue for a term of eighteen (18) months thereafter. The City shall provide notice to Grantor of its intent to begin construction no later than two (2) years after the date of execution of this easement by the City. The City shall have the option to extend the eighteen (18) month term of use on a month-to-month basis, not to exceed one (1) year, for the additional sum of \$500.00 per month upon the City’s written notice to Grantor of its decision to extend the easement.

TO HAVE AND TO HOLD said temporary easement unto the City, its successors, and assigns. This 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 warrant and defend the title thereto against lawful claims of all persons whomsoever.

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

GRANTOR:

Signature: _____

Date: _____

Print Name: _____

Title: _____

State of _____)

) ss

County of _____)

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:

Rod Wensing, Acting City Manager

Assistant City Attorney

ATTEST:

City Clerk

Date