PERMANENT SLOPE EASEMENT

THIS INDENTURE, Made this _____ day of ____________, 200__,
by and between NAME AND NAME, formerly known as NAME (IF APPLIES),
hereinafter referred to in the singular and as “Owner,” whether one or more persons,
firms or corporations, and the CITY OF LOVELAND, COLORADO, a Municipal
Corporation, hereinafter referred to as “City”,

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of
which is hereby acknowledged, Owner has this day bargained and sold, and by these
presents does bargain, sell, convey, transfer and deliver unto the City, its successors and
assigns, a slope easement in, over and across the following described real property
situated in Larimer County, Colorado:

See Exhibit A, attached hereto, and by this reference made a part hereof.

1. Said slope easement is for the purpose of providing and maintaining
lateral support and proper drainage grade for public improvements along
Street Name. City, its successors, contractors or assigns, and its agents
and employees, shall have full right to enter upon said premises to survey,
construct, repair, remove, replace, reconstruct, inspect, improve and
maintain a suitable slope or grade which will provide the above-mentioned
lateral support and proper drainage grade.

2. City shall restore said easement to its original condition, or as close
thereto as possible, except as necessarily modified to accommodate the
new slope and grade installed by City, and shall repair damages caused on
said slope easement or adjoining lands arising out of the construction or
reconstruction, maintenance and repair of said slope and grade when
caused by the exercise of the rights hereby provided to City. In the event
damages are not restored by City, City shall pay the Owner for such
damages. Any such damages payable hereunder shall be paid at the time
such damages occur and are agreed to between the parties, or, in case the
parties do not agree, at such time as such damages are finally adjudicated
or otherwise determined.

3. The parties hereto agree that neither has made or authorized any
agreement with respect to the subject matter of this instrument other than
expressly set forth herein, and no oral representation, promise, or
consideration different from the terms herein contained shall be binding on
either party, or its agents or employees, hereto.
4. Owner does hereby covenant with City that it is lawfully seized and possessed of the real property above described, that it has full and lawful authority to make the grant hereinabove contained, and Owner promises and agrees to defend City in the exercise of its rights hereunder against any defect in Owner’s title to the land involved or Owner’s rights to make the grant hereinabove contained.

IN WITNESS WHEREOF, the Owner has executed this Grant of Easement the day and year first above written.

OWNERS:

NAME

NAME, formerly known as
NAME

STATE OF __________________________
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this ____ day of ____________, 200____, by NAME and NAME, formerly known as NAME, as Grantors.

My commission expires:

________________________________________
Notary Public

CITY OF LOVELAND
Official Acceptance:

________________________________________
Name Date

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

________________________________________
Assistant City Attorney