

## GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Grantor”), whose address is \_\_\_\_\_, and the CITY OF LOVELAND, COLORADO, a Colorado home rule municipal corporation (“City”), whose address is 500 E. Third Street, Loveland, Colorado 80537.

### 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, an exclusive easement in, over, under, through, and across the real property described below for purposes of constructing, repairing, replacing, relocating, inspecting, operating, maintaining, and accessing City-owned utility systems across, through, upon, and under the real property described below; 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,” as used herein, shall include above and below ground wires, lines, cables, ducts, conduits, pipes, pumps, pedestals, risers, poles, vaults, manholes, fire hydrants, and any other equipment, appurtenances, and structures associated with electric, water, wastewater, communications, and stormwater systems that are owned and operated by the City.

The term “exclusive easement” means: that Grantor is prohibited from constructing or placing on any part of the easement 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 land burdened by this easement, 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 this easement 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 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. Grantor does hereby covenant with the City that it is lawfully seized and possessed of

