

## 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.

