UTILITY EASEMENT GRANT

THIS GRANT, made this _____ day of _____, 20___, by _____, hereinafter called "Grantor," (whether grammatically singular or plural), to the CITY AND COUNTY OF BROOMFIELD, COLORADO, hereinafter called "City,"

WITNESSETH:

For and in consideration of good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the City, its agents, successors and assigns, a utility easement and right to enter, re-enter, occupy and use the hereinafter described property to construct, repair, replace, remove, or enlarge one or more utility lines and associated appurtenances. For such purposes, the City may use the parcel of land described in Exhibit A, which is situated, lying and being in the County of Broomfield and State of Colorado.

The conditions of this grant are as follows:

1. The City shall have and exercise the right of ingress and egress in, to, over, through and across the above described property for any purpose needful for the full enjoyment of the right of occupancy or use provided for herein.

2. The City shall not construct or place any permanent structure, building, improvement, or fixture on any part of the above described easement other than those necessary to maintain and operate said utilities.

3. After construction of any utility, as hereinabove referred to, the general surface of the ground shall be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installation by the City shall be removed from the right-of-way at the sole expense of the City.

4. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

5. The Grantor warrants that he has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the City in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained.

6. Each and every one of the benefits and burdens hereunder shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the parties hereto.

7. Unless special provisions are attached hereto, the above and foregoing constitute all terms and conditions of this grant and no additional or different oral representation, promise or agreement shall be binding on Grantor or the City with respect to the subject matter of this instrument. To the extent that any special provisions attached hereto are in conflict with any other provisions hereof, such special provisions shall control and supersede any other term or provision hereof.

8. SPECIAL PROVISIONS:

8.1 Indicate "None." If not applicable.

IN WITNESS WHEREOF, the Grantor(s) has/have executed this Easement Grant the day and year first above written.

_____
Grantor

_____
Signer's Name, Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, as _____ of _____.

My commission expires: _____

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)