

GRANT OF PUBLIC TRANSPORTATION EASEMENT

THIS GRANT OF PUBLIC TRANSPORTATION 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. This Grant of Public Transportation Easement is effective as of the date of the City’s Official Acceptance in the City’s signature block below.

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, in perpetuity, an exclusive easement over, under, through, across, and upon the real property described on the attached **Exhibits A and B** (the “Easement Area”) for purposes of constructing, repairing, replacing, relocating, inspecting, operating, maintaining, and accessing public transportation improvements over, under, through, across, and upon the Easement Area. The term “public transportation improvements,” includes, but is not limited to, streets, sidewalks, curb and gutter, bridge, bridge headwall, slope and grading, public utilities, paving, guard rail, street lights, street signs, traffic lights, and landscaping.

Grantor is prohibited from constructing or placing on any part of the Easement Area without prior written approval from the City any permanent or substantial structure and is prohibited from making or permitting any use of the Easement Area that would impair, impede, or interfere with the City’s full use and exercise of the easement granted herein. The City shall be permitted to immediately remove without liability for damages any obstruction prohibited herein.

The Easement Area 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. This perpetual 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 forever warrant and defend the title thereto against lawful claims of all persons whomsoever.

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

GRANTOR:

Signature: _____

Date: _____

Print Name: _____

Title: _____

State of _____)
County 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