

EASEMENT AND RIGHT OF WAY

(Facilities To Be Installed And Maintained By Grantor)

THIS EASEMENT, granted this _____ day of _____, by _____, Grantor, to Pueblo, a Municipal Corporation, Grantee:

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of _____, in, through, over, under and across Grantor’s property situated in Pueblo County, Colorado described in the attached Exhibit “A” (the "Property").

Grantor shall install _____ (the "Facilities") in the Property in accordance with plans and specifications therefore approved by, and on file with Grantee, and, thereafter, Grantor shall maintain the Facilities in good working order and condition, and repair and replace the Facilities.

Grantee shall have the right at its option (but not the obligation) to inspect, control, maintain, repair and replace the Facilities and recover all costs and expenses thereof plus an administrative charge of 15% from the Grantor. For such purposes, Grantee is granted the right to enter upon the Property and adjoining property of Grantor. Failure of Grantee to inspect, control, maintain, repair or replace the Facilities shall not subject the Grantee to any liability for such failure.

Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the privilege above granted and which will not interfere with or endanger any equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee’s quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the Property.

“Grantee” shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and Grantee.

SIGNED this _____ day of _____.

GRANTOR:

By: _____

ACKNOWLEDGEMENT

(For an individual acting as principal by an attorney in fact)

State of _____)
_____)ss
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 201___ by _____
_____ as attorney in fact on behalf of _____.

[seal]

Notary Public
My Commission Expires:

ACKNOWLEDGMENT

(By any public officer, trustee, or personal representative)

State of _____)
_____)ss
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 201__ by _____
_____ as _____ for the Owner, _____
_____.

[seal]

Notary Public
My Commission Expires:

Accepted this __ day of _____, 20__ by and on behalf of Pueblo, a municipal corporation, pursuant to §16-12-10(a)(3), P.M.C.

Director of Stormwater, Pueblo, a municipal corporation.