

DRAINAGE UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that _____,
whose address is _____, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by and between the parties, does hereby grant to the City of Greeley, a Colorado municipal corporation, whose address is 1000 10th Street, Greeley, CO 80631, and to its successors and assigns, a non-exclusive drainage utility easement, legally described on exhibit A, attached hereto and incorporated herein.

The drainage utility easement shall be used for the purposes of providing storm water detention and conveyance in a capacity of _____ (_____) cubic feet.

This easement grants the City of Greeley, its successors and assigns the right and privilege to construct, reconstruct, inspect, alter, improve, remove, repair and maintain the drainage utility easement, including all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over adjoining lands of Grantor's property for the purpose of exercising the easement and rights herein granted.

Grantor agrees that Grantor shall maintain the drainage utility facilities contained within the easement in good working order. "Good working order" is defined as the drainage system operating as designed and constructed in accordance with the as-built construction drawings on file with the City of Greeley; including but not limited to, maintaining the structures and side slopes of the easement free of debris, impoundments or alterations to the flow of drainage.

Upon failure of Grantor to properly maintain a drainage facility in good working order as stated above, Grantee is hereby given the right to maintain the easement in good working order, effective after five (5) days written notice to Grantor. After notice, should Grantor fail to properly maintain the easement in good working order, the City of Greeley is hereby granted the immediate right of entry to perform all necessary repairs, maintenance, reconstruction to restore the drainage utility improvements, slopes and easement within the property to its proper working order.

Any and all costs for repair, reconstruction, and/or maintenance made by the City of Greeley, shall be paid by the Grantor, including an additional administrative cost assessed by the City of Greeley to the Grantor. Failure by the Grantor to pay City of Greeley's costs incurred, including its administrative costs within a reasonable period of time, not to exceed thirty (30) days, shall cause the costs to be assessed against Grantor's remaining property as a lien pursuant to City of Greeley's Code of Ordinances.

Grantor shall have the right to make landscaping improvements within the easement, so long as such improvements do not interfere with the function or capacity of the drainage facility and its good working order. No permanent structures are to be located within the easement which would interfere with the function or capacity of the drainage utility and its improvements or fixtures hereinafter installed by the Grantor within the area of the easement.

This grant of easement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, 2004.

GRANTOR:

By: _____
Its: _____

GRANTOR:

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____ 2004_, by
_____.

SUBSCRIBED TO AND SWORN before me.

Notary Public
My Commission Expires: _____