

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is granted this _____ day of _____, 2020, by **LYONS VALLEY TOWNHOMES, LP**, a Colorado limited partnership whose legal address is 283 West Front Street, Suite 1, Missoula, MT 59802, (the "Owner"), to the **TOWN OF LYONS**, a statutory municipality of the State of Colorado, whose legal address is 432 5th Avenue 80540 (the "Town").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the Owner hereby grants to the Town, its contractors, agents, representatives, employees, successors and assigns, a Permanent Easement on, through, over, under, and along a certain parcel of real property in the Town of Lyons (the "Easement Parcel") and as further shown on the attached **Exhibit 1**, a permanent non-exclusive utility easement for the purpose of constructing, installing, operating, maintaining and replacing municipal and public utility improvements, in the nature of PUBLIC UTILITY LINES AND ALL RELATED FACILITIES including, but not limited to, electric distribution lines, transformers, electric service laterals, electric streetlights, conduit, sewer mains, sewer laterals, water mains, water laterals, fire suppression hydrants, and cable and broadband lines.

Together with all appurtenances thereto, and together with the permanent and perpetual right to enter upon said premises and upon so much of the adjoining premises of the Owner as may be reasonable and necessary for the full enjoyment of the rights granted herein.

In further consideration hereof, the Owner covenants and agrees that no building, improvement, structure or other above or below ground obstruction will be placed, erected, installed or permitted upon the above-described premises that will interfere with the purposes aforesaid; and further covenants and agrees that in the event of any violation of the terms of this paragraph, such violation will be corrected and eliminated immediately upon receipt of notice from the Town, and the Town shall have the right to correct and eliminate such violation in which event the Owner, its administrators, legal representatives, successors and assigns, shall promptly reimburse the Town for the actual costs thereof.

In further consideration of the granting of this Easement, it is hereby agreed that all work performed by the Town, its successors and assigns, or by public utility providers, in connection with this Easement shall be done with reasonable care, and the surface of any adjoining property which may be damaged as a result of the Town's or such public utility provider's construction activities shall be restored reasonably similar to its original condition prior to the start of construction following completion of the construction and installation of the municipal and public utility improvements.

The Owner covenants and agrees that, as of the date hereof, the Owner is well seized of the property underlying the premises conveyed hereby, and has full power and authority to grant and convey the same as aforesaid, and that the same are free and clear of all former grants, bargains, sales, liens, delinquent taxes or assessments,

or any other encumbrances or restrictions of any kind. The Owner hereby warrants title in the conveyed premises to the Town, its successors and assigns, against the claims and demands of any persons lawfully claiming the same.

The rights and benefits created, granted, bargained, sold and conveyed hereby shall constitute a perpetual burden upon the estate of the Owner in the underlying lands, and shall run with the land and be binding upon the Owner and its administrators, successors and assigns. This Easement shall be recorded in the real property records of Boulder County, Colorado, and shall serve as notice to and shall be binding upon and inure to the benefit of the Parties and upon the successive owners of Owner's property.

IN WITNESS WHEREOF, the Owner has executed this instrument this _____ day of _____, 2020.

OWNER:

By:
Title:

STATE OF MONTANA)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____.

Witness my hand and seal.

My commission expires: _____

[S E A L]

Notary Public

EXHIBIT 1 – EASEMENT DRAWING