

**PERMANENT EASEMENT**

Grant of Permanent Easement, between \_\_\_\_\_  
("Grantor"), whose address is \_\_\_\_\_  
and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM, 87103.

Subject to existing rights of record, Grantor grants to the City an exclusive, permanent easement ("Easement") in, over, upon and across the real property described on Exhibit "A" attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of \_\_\_\_\_, together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs any improvements ("Improvements") within the Easement, the City has the right to enter upon Grantor's property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any Improvements or encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvements or encroachments. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvements or encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements or encroachments.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the Property for the benefit of the City and its successors and assigns until terminated.

This Easement shall not be effective until approved by the City Engineer in the signature block below.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF ALBUQUERQUE:

GRANTOR

By: \_\_\_\_\_

By [signature]: \_\_\_\_\_

Richard Dourte City Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

GRANTOR: \_\_\_\_\_

By[signature]: \_\_\_\_\_

Name [print]: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

INDIVIDUAL'S NOTARY

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of individual).

(SEAL)

My Commission Expires: \_\_\_\_\_  
Notary Public

CORPORATION'S NOTARY

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name), \_\_\_\_\_ (title)  
of \_\_\_\_\_ (entity), a \_\_\_\_\_ (i.e. a  
New Mexico) corporation, on behalf of the corporation.

(SEAL)

My Commission Expires: \_\_\_\_\_  
Notary Public

PARTNERSHIP'S NOTARY

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name), partner(s), on behalf of  
\_\_\_\_\_ (entity), a partnership.

(SEAL)

My Commission Expires: \_\_\_\_\_  
Notary Public

(EXHIBIT "A" ATTACHED)