

GRANT OF RECREATIONAL TRAIL EASEMENT

THIS EASEMENT is made this ____ day of _____, 2022, by and between, **CITY OF GREELEY, COLORADO, A COLORADO HOME RULE MUNICIPALITY**, whose address is 1000 10th Street, Greeley, Colorado 80631, hereinafter referred to as “Grantor,” and the **CITY OF LOVELAND, A COLORADO MUNICIPAL CORPORATION**, whose address is _____ hereinafter referred to as “City.”

RECITALS

A. Grantor is the owner of a parcel of property, identified by Larimer County parcel number_____, and legally described as:

See **Exhibit A** (“the Property”).

B. City desires to use and occupy a portion of the Property for construction, operation, repair, and maintenance, of a Recreational Trail (“Improvements”) in, under, or along portions of the Property as more particularly shown on **Exhibits B and C** (“Easement Area”), attached hereto and made a part hereof, and desires to obtain Grantor’s permission therefore.

C. Grantor agrees to grant to City a non-exclusive easement (“Easement”) for the above-stated purpose, upon the terms and conditions contained below.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto the City, its successors, and assigns, in perpetuity, a nonexclusive easement and right-of-way in, over, and across the real property hereinafter described, including the perpetual right to enter upon said property at a time that it may see fit, and to construct a recreational trail across, over, through, upon, and under the real property hereinafter described and to repair, replace, relocate, inspect, operate, and maintain said recreational trail. The term “recreational trail” as used herein shall be broadly defined to include a hard or soft surface recreational trail for pedestrian, bicycle, and similar public recreational uses, including equipment and structures associated therewith.

Grantor hereby reserves the right to use the real property that is the subject of the easement so long as such use is not inconsistent with and does not unreasonably interfere with the City’s use of the easement as set forth herein and all such uses are first approved by the City in writing.

City agrees to:

1. With exception of installed Improvements, restore at its sole cost and expense the surface of the Easement, as nearly as practicable and permissible, to its prior condition and contour following any disturbance of the Easement Area occasioned by the uses granted to City.

2. Repair at its sole cost and expense any damage to the Property or Grantor's facilities located on the Property, as nearly as practicable and permissible, to its prior condition and contour following any disturbance of the Property occasioned by the uses granted the City in this Easement.

City acknowledges that the Property is actively used by Grantor as water treatment facilities ("Facilities") with certain requirements and restrictions for their operation. In consideration of the operations of the Facilities, City further agrees to the following additional terms and conditions:

1. Grantor reserves the right to cross the Easement Area, at times and frequency of its choosing, as part of the operations of the Facilities, in locations agreed upon by both parties in writing.
 - a. Grantor shall have no liability for damage, cracking, erosion, or degradation from its crossing of the Easement Area.
 - b. The Improvements shall be constructed in the agreed upon crossing locations to withstand heavy construction and industrial equipment.
2. City agrees to install, maintain, repair, and replace signage along the Easement Area, in a form and locations agreed to by Grantor in writing prior to installation, notifying users of the Easement that:
 - a. Users may encounter cross traffic as part of Grantor's Facilities operations.
 - b. Users of the Easement shall be required to yield to any vehicle or equipment traffic.
 - c. Notifies Users of the Easement Area that the Property is a "no fly zone" for drones within 1,250 feet of the Property.
3. City agrees to install, maintain, repair, and replace interpretive signage in no less than two (2) locations, in a form and location as agreed to by Grantor prior to installation, providing history and contextual information on the reservoirs, ditches, agricultural heritage and Grantor's Facilities related to the Property.
4. City agrees to restrict access to Grantor's Property outside the Easement Area to Users of the Easement by means of signage and/or fencing, in locations as agreed to by Grantor in writing.

TO HAVE AND TO HOLD said Easement unto City, its successors, and assigns forever.

Grantor does hereby covenant with 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 said 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 Recreational Trail Easement the day and year first above written.

(Signatures to follow)

Notary Public

CITY OF LOVELAND

Steven Adams, City Manager

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney