

After recording, return to:

Town of Mead  
Attn: Town Clerk  
441 Third Street  
P.O. Box 626  
Mead, CO 80542

**TRAIL EASEMENT AGREEMENT (Kiteley Farms, LLLP)**

This TRAIL EASEMENT AGREEMENT (“**Agreement**”) is entered into by and between KITELEY FARMS, LLLP, a Colorado limited liability limited partnership with a principal address of 17460 Primrose Lane, Mead, Colorado 80542 (“**Grantor**”), and TOWN OF MEAD, a statutory municipality of the State of Colorado whose address is 441 Third Street, Mead, Colorado 80542 (“**Town**”) (collectively, the “**Parties**”), and shall be effective as of the execution date provided below.

RECITALS:

- A. Grantor owns certain real property legally described below (“**Subject Property**”), which Subject Property includes that certain parcel more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference (the “**Easement Parcel**”).

LOT B, OF AMENDED RECORDED EXEMPTION NO. 1207-21-3 AMRE-2787, ACCORDING TO MAP RECORDED JUNE 17, 2003 AS RECEPTION NO. 3073852, BEING A PORTION OF THE SW1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P. M., COUNTY OF WELD, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED FEBRUARY 24, 2020 AS RECEPTION NO. 4568724

- B. Property adjacent to the Subject Property is within the Town of Mead incorporated boundaries and subject to the Gopher Gulch RV Park Administrative Plat, recorded with the Weld County Clerk and Recorder at Rec. No. 4778076 (“**Plat**”).
- C. The Plat grants a ten (10) foot wide easement to the Town for an eight (8) foot wide regional trail, and Town and Grantor desire to relocate a portion of such easement over the Easement Parcel, as more particularly provided herein.
- D. Grantor desires to grant and convey to Town, and Town desires to accept from Grantor, a perpetual easement over the Easement Parcel, as described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Grantor and the Town, as grantee, agree as follows:

1. GRANT OF TRAIL EASEMENT. The Grantor hereby grants, bargains, sells, and conveys to the Town, its agents, successors, and permitted assigns a perpetual and exclusive public trail easement, in, to, through, over, under and across the Easement Parcel (“**Trail Easement**”) for the purpose of enlarging, replacing, repairing, operating, removing and/or maintaining an eight (8) foot wide concrete public recreational trail, associated grading, and associated landscaping (“**Improvements**”), and all other actions consistent with this Agreement. It is expressly understood that acceptance of the Trail Easement shall not create any responsibility that does not otherwise exist by operation of law or by separate agreement between the Grantor and the Grantee for the Grantee to construct, maintain or repair any Improvements in or on the Easement Parcel.

2. TOWN ACCESS RIGHTS; SUBJACENT AND LATERAL SUPPORT. The Town, its agents, successors, and permitted assigns shall have and exercise the right of permanent and perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel at all times as necessary or convenient for the full use and enjoyment of the rights granted to it in this Agreement. Further, the Town, its agents, successors, and assigns shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. The Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

3. PUBLIC ACCESS. The general public shall be allowed access to and use of the Trail Easement for all uses consistent with a non-motorized recreational trail. Other than in connection with the Town’s rights set forth herein, use of motorized vehicles within the Trail Easement is prohibited with the exception of electric-powered bicycles. The general public’s use of the Trail Easement shall be in accordance with the Town’s rules and regulations applying to public recreational trails, as the same may be amended from time to time.

4. IMPROVEMENTS AND INTERFERENCE WITH EASEMENT. The Improvements installed on or within the Trail Easement shall be the property of the Town, following final acceptance of the Trail Improvements by the Town, removable at the Town’s option. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping or design feature or object on or within any part of the Easement Parcel (“**Interference**”), except with the prior written consent of the Town. Any Interference situated on or within the Easement Parcel as of the date of this Agreement or subsequently placed thereon may, except where the Town has consented thereto in writing, be removed by the Town without liability for damages arising from such removal. The Town shall be authorized to remove any Interference and to charge the entire cost thereof, together with a ten percent (10%) administrative fee, to the Grantor (“**Costs**”). The Grantor shall pay the Costs in full within forty-five days of receipt of an invoice from the Town. The Parties specifically agree and

intend that Costs (as defined herein) shall constitute fees or charges of the Town as those terms are used in Sec. 1-4-80 of the *Mead Municipal Code* (“MMC”) and that the Costs shall constitute a lien upon the Subject Property from the due date thereof until paid. If the Costs are not paid when due, in addition to any other means provided by law, the Town Clerk shall certify such lien to the Weld County Treasurer, and the Costs shall be collected with real property taxes, as specifically authorized by the MMC.

5. ASSIGNMENT. The Town, its agents, successors, and assigns shall have the right and authority to assign any and all rights to use, and all obligations associated with, the Trail Easement as are granted to and accepted by the Town herein. In addition, the Town shall have the right and authority to grant temporary construction easements or license agreements for purposes authorized herein with respect to the operation and maintenance of the Improvements.

6. AUTHORITY TO CONVEY. The Grantor warrants, covenants, grants, bargains, and agrees to and with the Town that the Grantor is well seized of the Easement Parcel and has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to forever defend the Town in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or seeking to claim the whole or any part thereof.

7. BENEFITS AND BURDENS. The benefits and burdens of this Trail Easement shall be binding upon and shall inure to the benefit of the Grantor and the Town, and their respective successors and assigns. This Trail Easement and the rights and obligations created hereunder shall run with the land.

8. NOTICES. All notices pertaining to this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other address that may be specified by written notice:

If to Grantor:                    Kiteley Farms, LLLP  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Town:                        Town of Mead  
441 Third Street  
P.O. Box 626  
Mead, CO 80542

With a copy to:           Town of Mead  
                                  Town Attorney  
                                  c/o Michow Guckenberger & McAskin LLP  
                                  5299 DTC Boulevard, Suite 300  
                                  Greenwood Village, CO 80111

9.     GOVERNING LAW. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

10.    SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

11.    RECORDATION. This Agreement shall be recorded in the offices of the County Clerk and Recorder for Weld County, Colorado.

12.    AMENDMENTS. Any modification, amendment or termination of this Agreement shall become effective only upon the mutual execution by Grantor and the Town of a written instrument. Any written modification, amendment or termination of this Agreement shall be recorded in the offices of the County Clerk and Recorder for Weld County, Colorado.

13.    COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

14.    SECTION HEADINGS. Any section headings contained herein are included for reference purposes only.

15.    NO WAIVER OF GOVERNMENTAL IMMUNITY. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

16.    POLICE POWERS RESERVED. Nothing in this Agreement waives or is intended to waive the Town's authority to exercise its police powers.

[SIGNATURE PAGE(S) FOLLOW.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

**GRANTOR:**  
**KITELEY FARMS, LLLP**, a Colorado limited liability limited partnership

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

Name: \_\_\_\_\_

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

**STATE OF COLORADO** )  
 ) **ss.**  
**COUNTY OF** \_\_\_\_\_ )

The foregoing Trail Easement Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Kiteley Farms, LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

[S E A L]

\_\_\_\_\_  
Notary Public

*[Grantor signature page.]*

**Accepted and approved by the TOWN OF MEAD, COLORADO, as grantee:**

---

Colleen G. Whitlow, Mayor

**ATTEST:**

---

Mary E. Strutt, MMC, Town Clerk

*[Grantee signature page.]*

**EXHIBIT A**

*[Four pages attached.]*

# EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 4

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 21 TO BEAR NORTH 00°18'27" WEST, A DISTANCE OF 2652.10 FEET BETWEEN A FOUND 1" PIPE WITH 2" BRASS CAP "S.E. SEC. 20 T3N R68W 6TH P.M. 1995 A. MICHAEL HASCALL LS 23500" IN CONCRETE MONUMENT BOX AT THE SOUTHWEST CORNER OF SECTION 21 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP "MICHAEL HASCALL T3S R68W 1/4 S20 S21 1994 PLS 23500" IN MONUMENT BOX AT THE WEST 1/4 CORNER OF SECTION 21, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;  
THENCE ALONG SAID WEST LINE, NORTH 00°18'27" WEST, A DISTANCE OF 1667.78 FEET;  
THENCE DEPARTING SAID WEST LINE, NORTH 89°41'33" EAST, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, GOPHER GULCH RV PARK ADMINISTRATIVE PLAT AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON NOVEMBER 19, 2021, AT RECEPTION NO. 4778076,

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 45°47'38" EAST, A DISTANCE OF 313.12 FEET;
2. THENCE SOUTH 43°50'09" EAST, A DISTANCE OF 578.00 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE, 52.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 309.00 FEET, AN INCLUDED ANGLE OF 09°39'27", AND SUBTENDED BY A CHORD BEARING SOUTH 49°33'04" EAST, A DISTANCE OF 52.02 FEET;  
THENCE SOUTH 44°43'20" EAST, A DISTANCE OF 42.94 FEET TO A POINT OF CURVATURE;  
THENCE 136.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3272.12 FEET, AN INCLUDED ANGLE OF 02°23'29", AND SUBTENDED BY A CHORD BEARING SOUTH 43°31'35" EAST, A DISTANCE OF 136.57 FEET;  
THENCE SOUTH 42°19'50" EAST, A DISTANCE OF 75.50 FEET;  
THENCE SOUTH 41°50'50" EAST, DISTANCE OF 37.70 FEET TO A POINT OF CURVATURE;



THIS IS NOT A "LAND SURVEY PLAT" OR  
"IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT  
IS NOT INTENDED FOR PURPOSES OF TRANSFER  
OF TITLE OR SUBDIVISIONS OF LAND. RECORD  
INFORMATION SHOWN HEREON IS BASED ON  
INFORMATION PROVIDED BY CLIENT.

JOB NUMBER: 19-73,270 (G)  
DRAWN BY: E. PRESCOTT  
DATE: DECEMBER 4, 2023

**Flatirons, Inc.**  
Land Surveying Services



655 FOURTH AVE  
LONGMONT, CO 80501  
PH: (303) 776-1733  
FAX: (303) 776-4355  
[www.FlatironsInc.com](http://www.FlatironsInc.com)



# EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 4

THENCE 15.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, AN INCLUDED ANGLE OF 06°52'38", AND SUBTENDED BY A CHORD BEARING SOUTH 38°24'31" EAST, A DISTANCE OF 14.99 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1;

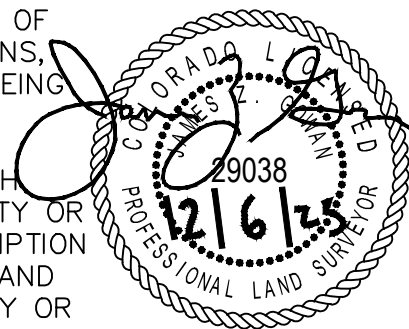
THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°05'03" WEST, A DISTANCE OF 0.54 FEET;
2. THENCE NORTH 43°50'09" WEST, A DISTANCE OF 358.97 FEET, MORE OR LESS TO THE POINT OF BEGINNING..

SAID PARCEL CONTAINING 1,644 Sq. Ft. OR 0.04 ACRES, MORE OR LESS.

BY:EPRESCOTT FILE:73270 DESC G TRAIL C21.DWG DATE:12/6/2023 1:44 PM

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JAMES Z. GOWAN  
COLORADO P.L.S. #29038  
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 19-73,270 (G)  
DRAWN BY: E. PRESCOTT  
DATE: DECEMBER 6, 2023

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**Flatirons, Inc.**  
*Land Surveying Services*



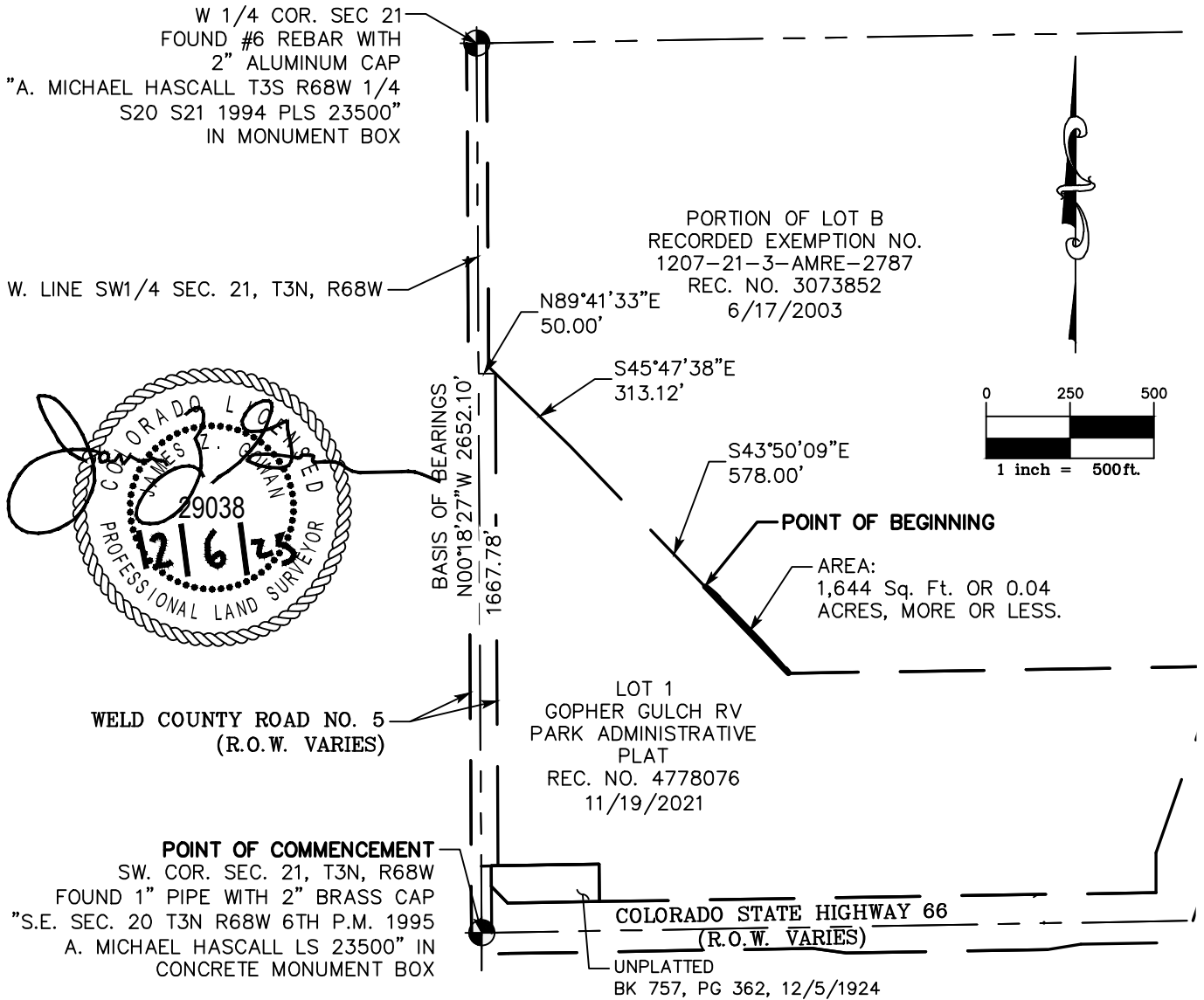
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LONGMONT, CO 80501  
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SHEET 3 OF 4

## BASIS OF BEARINGS



JOB NUMBER: 19-73,270 (G)  
DRAWN BY: E. PRESCOTT  
DATE: DECEMBER 6, 2023

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**Flatirons, Inc.**  
Land Surveying Services



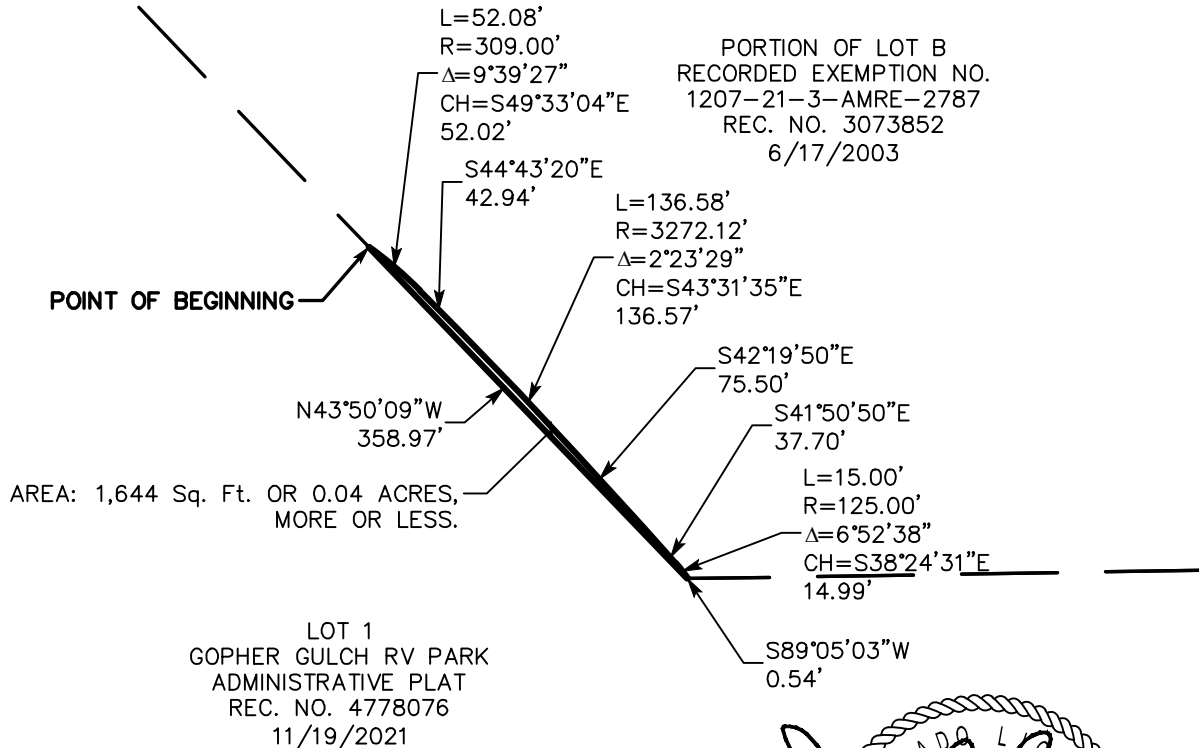
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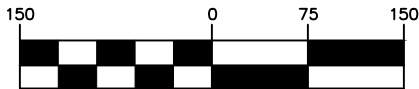
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TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 4 OF 4

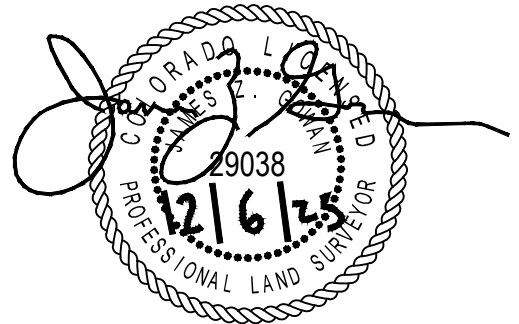


GRAPHIC SCALE



( IN FEET )

1 inch = 150 ft.



BY:EPRESCOTT FILE:73270 DESC G TRAIL C21.DWG DATE:12/6/2023 1:44 PM

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