AN AGREEMENT BY AND BETWEEN THE TOWN OF MEAD, COLORADO AND SANBORN RESERVOIR AND DITCH COMPANY FOR THE GRANT OF A REVOCABLE LICENSE FOR A CONCRETE PEDESTRIAN TRAIL AND DITCH CROSSING

THIS TRAIL LICENSE AND DITCH CROSSING AGREEMENT is made and entered into by and between the Town of Mead (the "Town") and Sanborn Reservoir and Ditch Company, a Colorado Nonprofit Corporation with a principal address of 13500 County Line Road 13, Longmont, CO 80504 ("Sanborn"), (each individually a "Party" and collectively the "Parties").

RECITALS

- A. The Town is the owner of certain real property located in the Town of Mead, Weld County, identified as Parcel 120728104002 of Liberty Ranch Filing 2, 2nd Amendment in Section 28, Township 3N, Range 68W, at Reception Number 396232, as depicted in **Exhibit A** attached hereto (the "Property").
- B. The Town desires to construct a public concrete pedestrian trail (the "Trail") located along the west side of the Property as depicted in **Exhibit B** attached hereto.
- C. The Trail will be located in a 25' Pedestrian Utility & Landscape Easement (Rec. No. 3797671) owned by the Town ("Licensed Premises"); and
- D. The Trail will also be located within three overlapping easements on the Property: (1) a 30' water easement owned by Longs Peak (Rec. No. 3602765); (2) a 25' water line easement owned by Sanborn (Rec. No. 3653911), and (3) a 25' Sanborn Reservoir and Ditch Company Easement owned by Sanborn (Rec. No. 3653797); and
- E. The Parties desire to enter into this License Agreement to memorialize the terms of permission for the Town to construct and maintain the Trail.

AGREEMENT

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. LICENSE. Sanborn hereby grants to the Town a revocable license for use of the Licensed Premises to construct, install, operate, use, inspect, maintain, repair, survey, replace, and remove—if necessary—the Trail as depicted in **Exhibit B** to this Agreement, subject to the following terms:
 - 1.1 Sanborn shall design, construct, and install a grate over the splitter box located on the Property (as depicted in **Exhibit A**) and the Town shall reimburse the costs of designing, constructing, and installing such grate.

- 2. PURPOSE OF THE TRAIL. The purpose of the Trail shall be for the use of the public as a pedestrian and non-motorized vehicle recreational path. The only motorized vehicles permitted on the Trail are vehicles and/or motorized equipment owned or leased by the Town or owned or leased by a third-party contracted by the Town for the purpose of maintaining the Trail or Property, such as for snow plowing and/or landscaping.
- 3. TERM. This License Agreement shall commence on execution hereof and run in perpetuity so long as the Trail is used as a pedestrian trail is used consistent with the Purpose of the Trail set forth in Section 2 of this Agreement.
- 4. NOTICES. Any notice, or other communication given by any Party hereto to any Party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice, payment, or other communication shall be deemed given when so hand-delivered or three (3) business days after so mailed:

Town of Mead

Attn: Town Manager 441 3rd Street Mead, CO 80542

Sanborn Reservoir and Ditch Company

Attn: Dale Rademacher P.O. Box 646 Mead, CO 80542

Any party may direct the other in writing to send any notices to such addresses or to any addresses subsequently designated by that party in writing.

5. CONTINUED RIGHTS OF EASEMENT. All parties owning easement rights within the Licensed Premises shall retain all easement rights not inconsistent with the provisions of this Agreement.

6. USE AND OPERATION OF LICENSED PREMISES.

- 6.1 The Town shall coordinate with the designated Party representatives regarding the exact location and alignment of the Trail within the Licensed Premises prior to the initial installation thereof. It is the intent of the Parties that the Trail be located along the west side of the Property.
- 6.2 Any work within the Licensed Premises by the Town shall be accomplished in a manner that will cause the least injury to the surface of the Licensed Premises around such work and, following any work, the Town shall, at its sole cost and expense replace the earth so removed by it and restore the area to as near the same condition as it was prior to such work as is practical and reasonable under all of the circumstances.
- 6.3 The Town shall provide written notice to the other Parties a minimum of ten (10) days, or such other time period as agreed to between the Parties, prior to the

commencement of any work under this License Agreement, which notice shall include the estimated commencement and ending dates of all work, including restoration.

- 6.4 Sanborn shall have no obligation for any costs or expenses in connection with the installation, use, maintenance, operation, alteration, addition to, repair, replacement, reconstruction, inspection and/or removal of the Trail within the Licensed Premises; all such costs and expenses shall be solely the responsibility of the Town.
- 7. MAINTENANCE. During the initial installation of the Trail and during any alteration, repair, replacement, reconstruction and/or inspection activities related to the Trail, the Town shall keep and maintain the Licensed Premises in a clean, healthy, and safe condition and in a manner which will protect the general public and prevent, to the greatest degree practicable, interference with or disruption of the use and enjoyment of the Property by the other Parties.
- 8. MODIFICATION OF THE LICENSED PREMISES. The Parties mutually recognize the significant public benefit of the Trail to the surrounding residential neighborhoods. In the event the Parties believe it necessary to modify or relocate the Trail or in the event the relocation of the Trail is deemed necessary by the Parties, the Parties shall endeavor to agree to diligently explore and conclusively determine on a new location for the Trail. Any such relocation must be acceptable to the Parties. If the Trail is desired to be moved out of the easement areas onto a separate area of the Property, the Town shall only consult with the Parties to the extent that such Trail will be located within easements owned by the other Parties. Any such modification or relocation of the Trail shall be the sole responsibility of the Town and at the Town's sole costs and expense. In the event a relocation within the Licensed Area cannot be agreed upon, Sanborn, at its sole option may terminate this License Agreement in accordance with Section 12.0.
- 9. GOVERNMENTAL REGULATIONS COMPLIANCE WITH COVENANTS. The Town shall comply with all rules and regulations of any city, county, state, federal or other appropriate jurisdiction relating to its their use of the Licensed Premises.
- 10. INSURANCE. At all times during the term of this License Agreement the Town and/or its contractors shall maintain policies of insurance in amounts and types sufficient to insure against all obligations assumed by the Town pursuant to this License Agreement.
- 11. DISTURBANCE TO LICENSED PREMISES/INDEMNIFICATION. The Town shall exercise its privileges hereunder at its own risk. Sanborn shall not be liable to the Town if, for any reason whatsoever, the Town's occupancy or use of the Licensed Premises is hindered or disturbed. To the extent permitted by law, the Town shall indemnify, defend and hold Sanborn, its officers, board members, employees and agents harmless from and against any and all claims, causes of action or demands for any loss, cost, interest, penalties, expense or damage of any sort or nature and against all liability for any loss or expense resulting from, arising out of, or in any way connected with the occupancy or use of the Licensed Premises by the Town.

12. TERMINATION OR REVOCATION.

12.1 In the event of relocation of the Trail as provided in Section 8.0, Sanborn may terminate or revoke this License Agreement.

- 12.2 Upon termination of this License Agreement, unless otherwise mutually agreed upon by the Parties, the Town shall promptly remove all improvements and fixtures within the Licensed Premises, and restore the Licensed Premises to its original condition, all at the Town's sole cost and expense. In the event that the Trail is not removed and the Licensed Premises is not restored to its original condition as required in this License Agreement, in addition to all other remedies provided herein, Sanborn may at is sole option, remove and restore the same and Town shall immediately reimburse the Party for all costs and expenses related to such work, including without limitation any and all attorney fees and costs of collection.
- 13. ASSIGNMENT. The Town intends to convey a portion of the Property to Mountain View Fire Rescue. The Parties agree that this License Agreement shall be assigned to the Mountain View Fire Rescue for the portion of Trail that runs through such parcel that is conveyed to the Fire Rescue. Any portion of the Trail that is not conveyed to Mountain View Fire Rescue shall not be conveyed or assigned to any other third party without prior written approval by all Parties.
- 14. APPLICABLE LAW. This License Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, and the District Court of Weld County, Colorado shall have sole jurisdiction in deciding disputes under the terms of this License Agreement.
- 15. BINDING AGREEMENT. Subject to the provisions of Section 14.0 herein above, all of the covenants and conditions of this License Agreement shall inure to the benefit of and be binding on the parties' hereto, their successors and assigns.
- 16. COVENANTS. The provisions of this Agreement, and the burden and benefits herein, shall, subject to the provisions hereof, be covenants running with the Property during the term of this License Agreement and shall inure to the benefit of and be binding upon all future owners of the Property.
- 17. RECORDING. This License Agreement shall be recorded, and the Town shall pay any and all costs of such recording. The Parties agrees to notify any successor in interest to the Property of this License Agreement and to provide any such successor a copy of this Agreement.
- 18. GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended to waive any protection afforded to the Town, or their officials, employees, and agents by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, their officials, employees, and agents.

THIS AGREEMENT is executed and made effective as provided above.

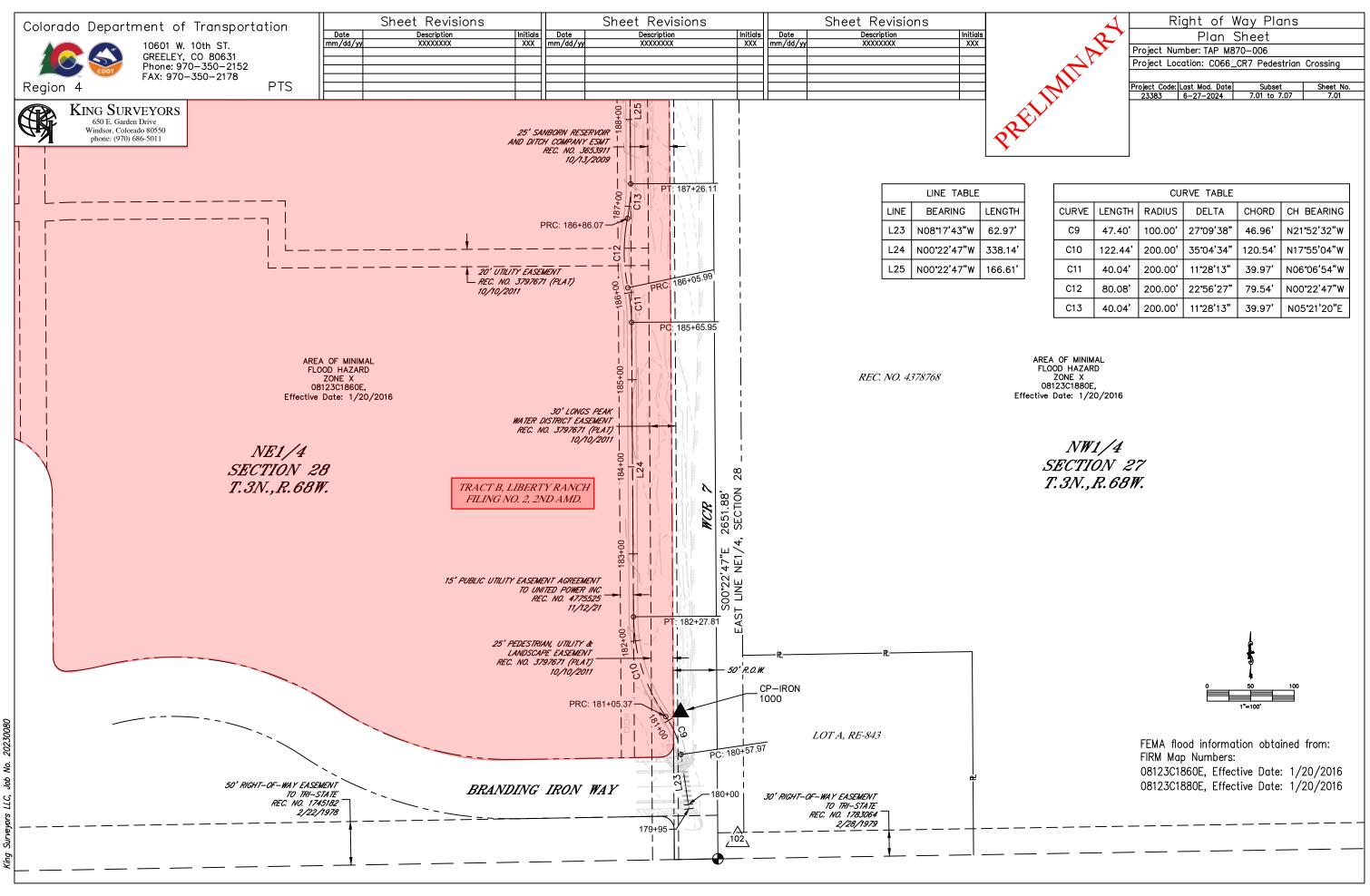
TOWN OF MEAD, COLORADO

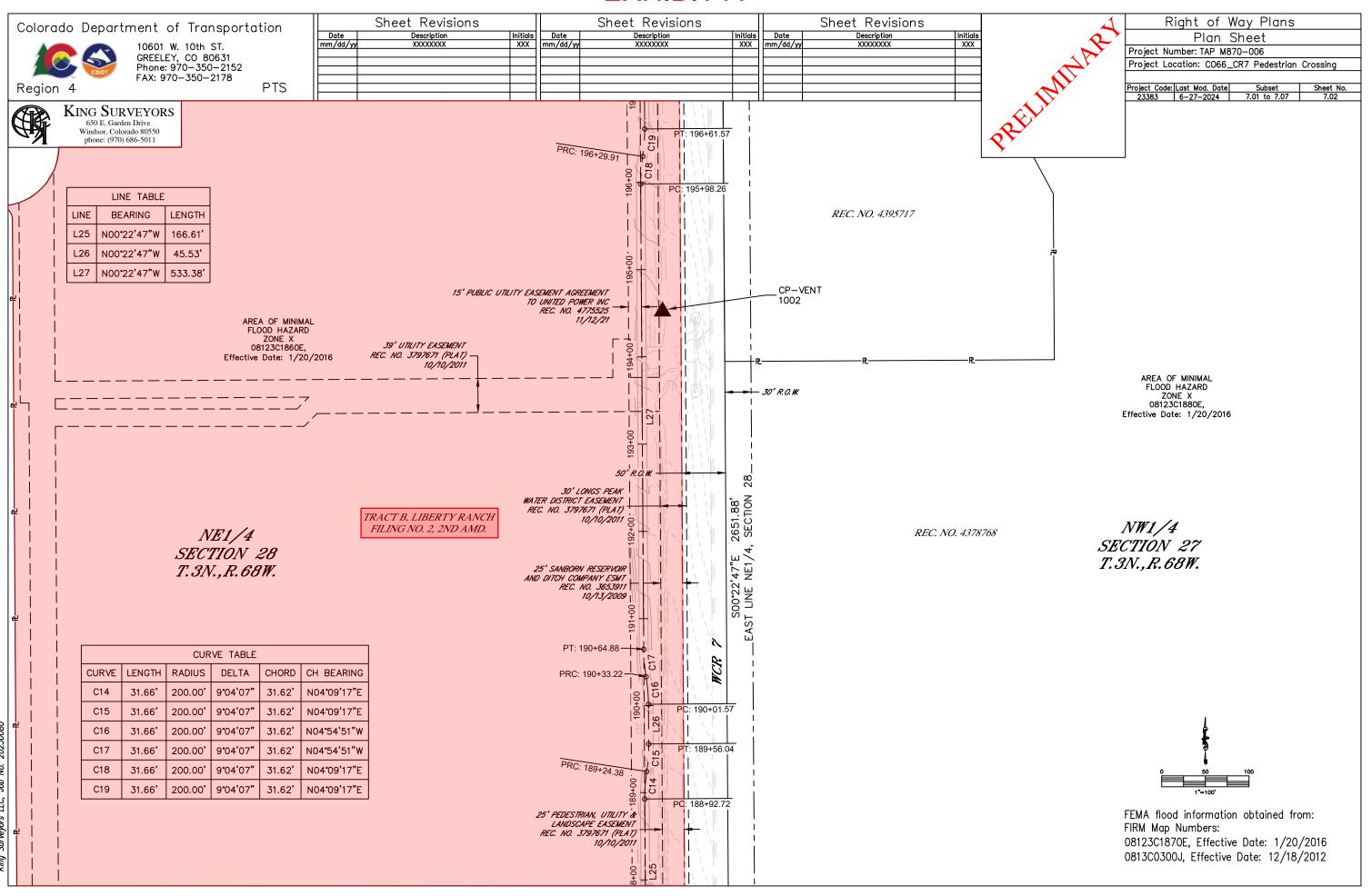
	By:
	Helen Migchelbrink, Town Manager
	Date of execution:
ATTEST:	
By: Mary Strutt, MMC Town Clerk	

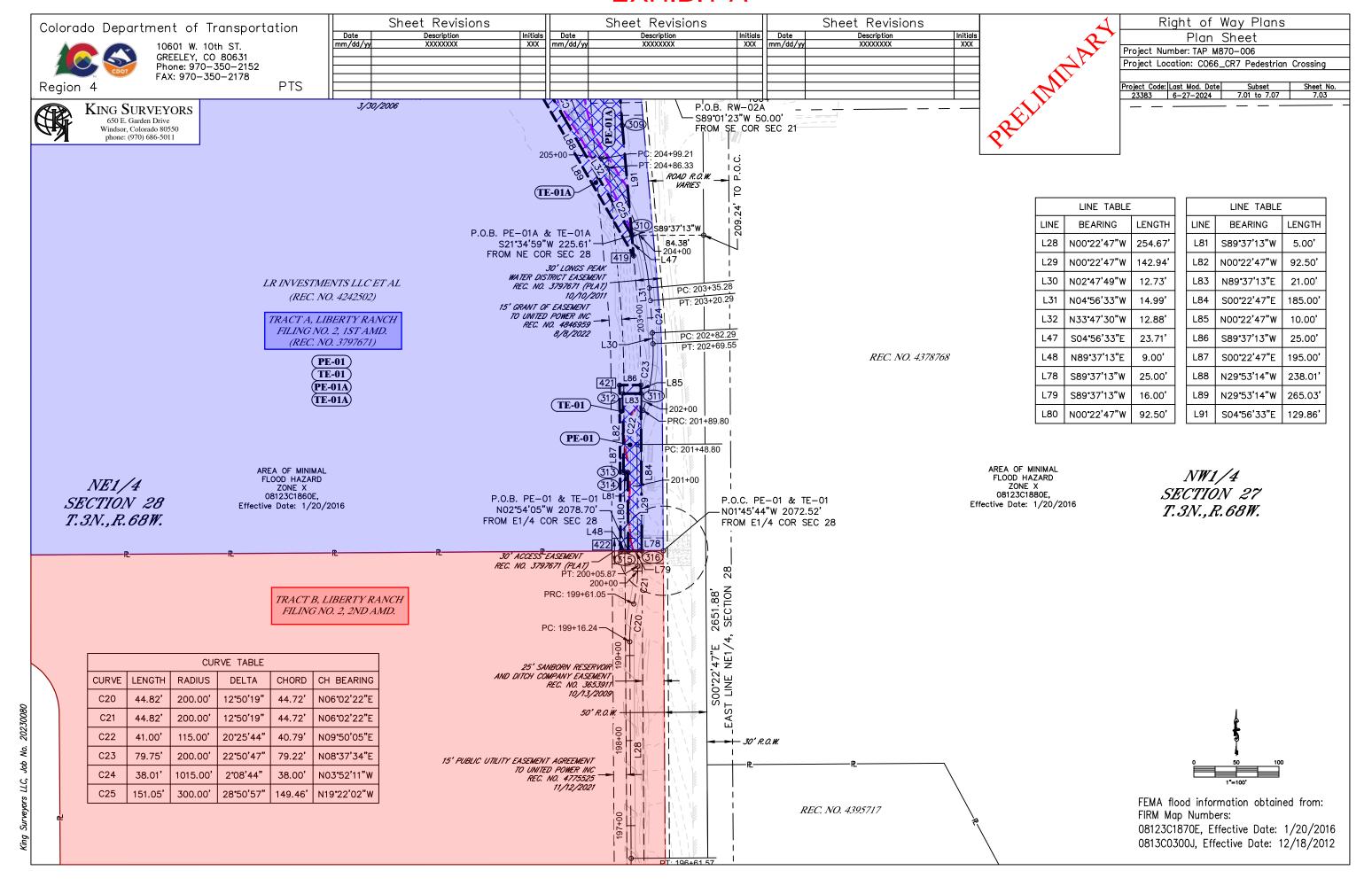
SANBORN RESERVOIR AND DITCH COMPANY (The) (Water):

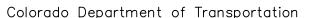
	I	By:	
	I	Printed Name:	
	-	Title:	
	I	Date of execution:	
STATE OF COLORADO)		
COUNTY OF) ss. _)		
The foregoing License Agreement day of	, 20_ of	ribed, sworn to and acknowledged before me this, by,	as a
My commission expires:			
(SEAL)			
		Notary Public	

EXHIBIT A DEPICTION OF PROPERTY











Region 4

0601 W. 10th ST.	
REELEY, CO 80631	
hone: 970-350-2152	
AX: 970-350-2178	
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Ρ.	ΓS

	Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials	j
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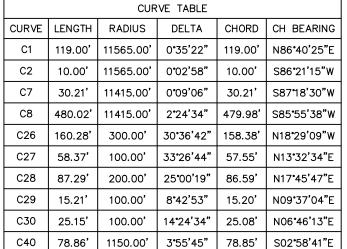
	LINE TABLE			LINE TABLE	
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S89°35'48"W	10.00'	L6	N03*37'05"W	54.87'
L2	S13*58'30"W	136.63'	L7	N28°14'41"E	162.28
L3	S00°26'03"E	52.17'	L8	N00°26'03"W	108.31
L4	S28°14'30"W	162.00'	L9	N13°58'30"E	48.22'
L5	S03°37'05"E	52.00'	L10	N00°26'03"W	162.70'

		LINE TABLE	
	LINE	BEARING	LENGTH
	L19	S89°01'23"W	30.00'
	L20	N00°26'03"W	88.89
	L21	N00°26'03"W	89.79
	L22	N00°26'03"W	88.25
	L33	N0310'48"W	228.59

	LINE TABLE	
LINE	BEARING	LENGTH
L34	N30°15'56"E	30.01'
L35	N05°15'37"E	89.20'
L36	N13°58'30"E	57.72
L37	N00°26'03"W	256.45
L90	N89°01'23"E	103.33

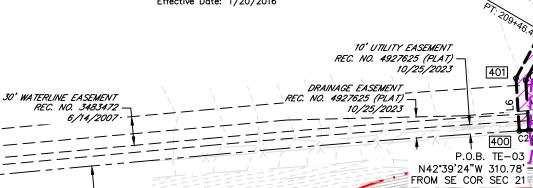
LINE BEARING LENGTH
L92 S89°01'23"W 11.42'

		l						
0"E	48.22'		L22	N00°26'03"W	88.25	L37	N00°26'03"W	256.45
3"W	162.70'		L33	N03°10'48"W	228.59'	L90	N89°01'23"E	103.33
			1					
	H BEARIN	G						
, ,	186*40'25"	F]					





AREA OF MINIMAL FLOOD HAZARD ZONE X 08123C1860E, Effective Date: 1/20/2016



STATE HIGHWAY 66 C8

1306.81

15' GRANT OF EASEMENT TO UNITED POWER INC REC. NO. 4911465

PT: 206+59.49 7/27/2023 (505 L92 7 (307

405

90' R.O.W.

PC: 212+25.89

PT: 211+68.17

(TE-03)

PC: 211+52.96

404

(PE-03)

J TOWN OF MEAD REC. NO. 3492061

30' BY PRESCRIPTION/USAGE

30' DEDICATED BY REC. NO. 4162823 (PLAT) 30' DEDICATED BY REC. NO. 4927625 (PLAT)

EQUINOX MEAD LLC REC. NO. 3518788

OUTLOTF,

FINAL PLAT,

MEAD PLACE

AMENDMENT NO. 1

(REC. NO. 4927625)

(PE-03)

(TE-03)

REC. NO. 4911909 (RW-02) P.O.B. RW-02 P.O.C. RW-02A, PE-01A & TE-01A SE COR SEC 21

(501)

P.O.B. PE-03

P.O.C. TE-03

N2117'49"W 252.72' FROM SE COR SEC 21

(502)

/c7

FEMA flood information obtained from: FIRM Map Numbers: 08123C1870E, Effective Date: 1/20/2016 0813C0300J, Effective Date: 12/18/2012

 $\langle 200 \rangle$

N84°43'12"E 830.70'

TRACT A, LIBERTY-RANCH FILING NO. 2, 1ST AMD. (REC. NO. 3797671)

S89°01'23"W 2643.93' SOUTH LINE SE1/4, SECTION 21

20' GAS EASEMENT - REC. NO. 3374719 3/30/2006

(RW-02A)

JILDARDO GOMEZ

REC. NO. 4911909

418 (TE-01A) 206+ 100 CP-66 1004 P.O.B. RW-02A

Right of Way Plans

Plan Sheet

Project Location: CO66_CR7 Pedestrian Crossing

30' WATERLINE EASEMENT REC. NO. 3483472 6/14/2007

30' R.O.W.

TRACT 1 WEINGARDT

ESTATES

SW1/4

SECTION 22

T.3N.,R.68W.

AREA OF MINIMAL FLOOD HAZARD

ZONE X 08123C1880E,

Effective Date:

1/20/2016

JILDARDO GOMEZ

Project Number: TAP M870-006

PT: 212+51.03

N

OF BEARINGS: NOO EAST LINE SE1/4,

EXHIBIT B TRAIL IMPROVEMENTS

