

GRANT OF TRAIL EASEMENT AND AGREEMENT

This Grant of Trail Easement and Agreement (“Easement” or “Agreement”) is made and entered into as of the date of mutual execution hereof by and between EDKA LAND CO LLC, a Colorado limited liability company (“Grantor”), and THE CITY OF GRAND JUNCTION, a Colorado home rule municipal corporation (“Grantee” or “City”), whose address is 250 North 5th Street, Grand Junction, CO 81501 (collectively, “the Parties”).

RECITALS.

- A. Grantor is the owner of that certain real property located in the City of Grand Junction, County of Mesa, State of Colorado, described as follows:

Tract A and Tract B of Tawny Subdivision, as depicted and described on the Plat of that name recorded in the official land records of Mesa County, Colorado

(the Property).

B. Grantor is subdividing and developing Tawny Subdivision as a residential subdivision under the name of Tawny Subdivision (Development). As a condition of approval of the Development and in accordance with the Grand Junction Circulation Plan, the City has required a public trail easement over certain portions of the Property.

C. Grantor desires to convey, and Grantee desires to accept, such Easement, subject to the provisions of this Agreement.

D. Grand Valley Drainage District (GVDD) and Palisade Irrigation District (PID) operate a ditch for drainage and/or irrigation over which the Easement crosses. By signing below, GVDD and PID acknowledge and consent to the granting and acceptance of this easement and related obligations and rights of the Parties hereto.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grantor hereby grants and conveys to the Grantee and Grantee’s successors and assigns forever, a perpetual easement on, along, over, under, through and across the Property within the limits and area described and depicted on the plat for Tawny Subdivision as recorded in the land records of Mesa County, Colorado, to have and to hold said Easement subject to the terms, covenants, conditions, and restrictions stated in this Agreement, for the following limited purposes:

a perpetual easement for the use of the public forever, subject to the rules and regulations of the City, for purposes of constructing, installing, maintaining, using, and repairing a pedestrian way and appurtenant facilities and for ingress, egress and access for the public use as pedestrians, and/or with their wheelchairs and other mobility

devices (motorized and non-motorized), bicycling and other non-motorized forms of transportation for commuting, recreational, and other lawful purposes, subject to any historical and recorded rights and usage of or by the Grand Valley Drainage District to install, operate, maintain and repair drainage and irrigation water and water transmission and distribution facilities, to have and to hold said Easement subject to the terms, covenants, conditions and restrictions stated herein.

2. The pedestrian way and appurtenant facilities shall include improvements as depicted on the City-approved Plans for Construction of Tawny Subdivision, as may be amended, and may include surface improvements, benches, lighting, trash cans, pet waste disposal facilities or bag dispensaries, directional signage or markers, bridges, fences, barricades and other appurtenances reasonably related to the purposes of the easement and the rights granted herein and hereby (“Trail Facilities”).
3. Grantor reserves the right to use and occupy the Property burdened by said Easement for any lawful purpose which does not unreasonably interfere with the purposes of the Easement and the rights granted herein and hereby.
4. Grantee shall maintain and repair the Trail Facilities in good condition and with due care using commonly accepted standards and techniques, taking precautions for the protection of persons and property, at Grantee’s expense and without cost to Grantor.
5. Following the completion of any work within the easement area or Trail Facilities by Grantee, Grantee shall promptly restore the Property to a condition reasonably approximate to that which existed prior to entry by the Grantee.
6. Grantee shall have the right, but not the obligation, to remove any item or fixture which might unreasonably interfere with the use and maintenance of the easement area by Grantee and the general public, or which might prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the easement area.
7. The Parties acknowledge and agree that Grantor is subdividing and developing the Property as a residential subdivision and that such development, as approved by the City, shall not be deemed, construed, or claimed to unreasonably interfere with the easement rights granted hereby.
8. The Grantee shall comply with the terms of the Crossing Agreement by and among the Parties and Grand Valley Drainage District (“GVDD”) and the Palisade Irrigation District (“PID”) (“Crossing Agreement”).
9. Grantee acknowledges and understands that in the event that the Trail Facilities are damaged, relocated, or removed by GVDD or PID in the course of said entities’ reasonably necessary maintenance of the Price Ditch, over which the Easement crosses, that neither Grantor, GVDD, nor PID shall be responsible or liable to the Grantee for

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9. Grantee acknowledges and understands that in the event that the Trail Facilities are damaged, relocated, or removed by GVDD or PID in the course of said entities’ reasonably necessary maintenance of the Price Ditch, over which the Easement crosses, that neither Grantor, GVDD, nor PID shall be responsible or liable to the Grantee for

the cost of replacement, repair, restoration, relocation or other improvements to the Trail Facilities necessitated thereby.

- 10. Grantee shall cause the Easement and Trail Facilities to be insured in the same manner as the City insures its other real and personal property holdings.
- 11. This Agreement shall be recorded in the land records of Mesa County, indexed by Grantor and Grantee.
- 12. This Agreement, together with the terms and conditions of the above-referenced Crossing Agreement, constitute the entire agreement between the Parties. This Agreement may be amended only in writing duly executed by both Parties and recorded in the official land records of Mesa County.
- 13. The Parties warrant and covenant that the signatories below have the full authority of the entity for which they are signing to bind such Party as to all matters set forth in this Agreement.
- 14. Grantor covenants and warrants with Grantee that it has good title to the Property and that it has good and lawful right to grant this Easement and the rights granted hereby to the Grantee.

WHEREFORE the Parties set their hand as of the date set forth:

GRANTOR: EDKA LAND CO LLC, a Colorado limited liability company

By: Edison S. Lenhart
Edison S. Lenhart, Member

5/8/23
Date

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 8 day of May, 2023 by Edison S. Lenhart as Manager of EDKA LAND CO LLC.

2023

My commission expires: 3-18-2024



Witness my hand and official seal.

Karen A. Crespin
Notary Public

GRANTEE: CITY OF GRAND JUNCTION, a Colorado home rule municipality

By: *Greg Caton*
Greg Caton, City Manager

5/15/2023
Date

Attest:

By: *Amy Phillips*
City Clerk

ACKNOWLEDGEMENT AND CONSENT:

GRAND VALLEY DRAINAGE DISTRICT

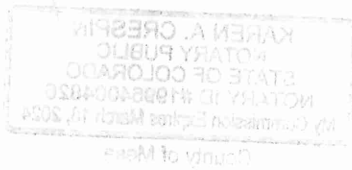
By: *John Justman*
Printed Name: John JUSTMAN

Date: 5-02-23
Title: President

PALISADE IRRIGATION DISTRICT

By: *Kent Brumbach*
Printed Name: KENT BRUMBACK

Date: 05/04/2023
Title: PRESIDENT



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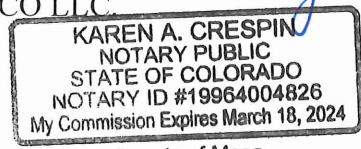
5/8/23
Date

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 8 day of May, 2022 by Edison S. Lenhart as Manager of EDKA LAND CO LLC.

2023
②

My commission expires: 3-18-2024



Witness my hand and official seal.

Karen A. Crespin
Notary Public