

RED01TRL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: PUBLIC PEDESTRIAL AND BICYCLE TRAIL

NAME OF PROPERTY OWNER OR GRANTOR: RED JUNCTION LLC, A  
COLORADO LIMITED LIABILITY COMPANY AND REDLANDS MESA LLC, A  
COLORADO LIMITED LIABILITY COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK):  
BLOCK 11, REDLANDS MESA FILING 1 -FILE# FPP-2001-123 FOR DIA  
SEE FILE# RMD01RDG

PARCEL NO.: 2945-203-00-001

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

DOC FEE \$ EXEMPT

GRANT OF PUBLIC TRAIL EASEMENT

THIS GRANT OF PUBLIC TRAIL EASEMENT is made and entered into this 2nd day of February, 2002, by and between RED JUNCTION LLC, a Colorado limited liability company ("Golf Land Owner"), REDLANDS MESA LLC, a Colorado limited liability company ("Redlands Mesa"), and THE CITY OF GRAND JUNCTION, Colorado ("City").

**RECITALS:**

A Golf Land Owner is the owner of The Golf Club at Redlands Mesa, City of Grand Junction, Mesa County, Colorado, including without limitation Golf Blocks 15 and 16, Redlands Mesa Filing 1, according to the Plat thereof recorded July 17, 2000 in Plat Book 17 at Page 354 in the Office of the Clerk and Recorder of Mesa County, Colorado; and

B. Redlands Mesa is the owner of Block 11, Redlands Mesa Filing 1, according to said recorded Plat thereof; and

C. City desires to obtain an easement for a public pedestrian and bicycle trail over and across a portion of said Golf Blocks 15 and 16 and Block 11, Redlands Mesa Filing 1, and Golf Land Owner and Redlands Mesa are prepared to grant such easement, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Golf Land Owner and Redlands Mesa hereby respectively grant, transfer and convey unto City and its successors and assigns forever a perpetual, non-exclusive easement and right-of-way over, across, upon and beneath the Trail Easement described on Exhibit A and depicted on Exhibit B, both Exhibits being attached hereto and made a part hereof by this reference, as and to the extent said Trail Easement lies upon Golf Blocks 15 and 16 and Block 11, Redlands Mesa Filing 1, respectively, for purposes of installing, operating, maintaining and repairing/replacing a public pedestrian and bicycle trail, without motorized uses, and for no other uses or purposes whatsoever. The Trail Easement is granted without warranties of title. It is expressly understood that a portion of the Trail Easement is at present and will continue to be a golf cart path that is used and enjoyed by Golf Land Owner and its customers and invitees as a part of the golf course, and City acknowledges and agrees that such golf cart path use is the dominant use and will not be materially interfered with by City in the exercise and enjoyment of the easement rights granted hereunder. Furthermore, the Golf Land Owner and Redlands Mesa, for themselves and their respective successors and assigns in the ownership of Golf Blocks 15 and 16 and Block 11, Redlands Mesa Filing 1, respectively, expressly reserve the right to use and enjoy the Trail Easement and the land beneath and the air space above the same for all other uses

and purposes (including without limitation underground utility lines) which do not materially interfere with the exercise and enjoyment by City of the easement rights granted to it herein.

2. Construction and Maintenance of Trail. City hereby assumes complete responsibility for the construction of a pedestrian and bicycle trail within the Trail Easement, which construction shall be performed in a good and workmanlike manner, in accordance with all applicable laws and codes, and in such manner as not to materially interfere with the existing golf path. City further agrees to maintain and repair the Trail Easement in a clean and attractive condition and in a good and safe order and repair, at its sole cost and expense.

3. Limitation on Golf Land Owner Liability. City expressly acknowledges that the Trail Easement is granted for a "recreational purpose" under C.R.S. Section 33-41-101, et. seq., and that Golf Land Owner and Redlands Mesa are individually and collectively entitled to the benefits, protections and limitations on liability afforded by Colorado law governing recreational easements, including without limitation said Section 33-41-101, et. seq.

4. City Indemnification of Golf Land Owner. By separate Indemnification Agreement of even date herewith, and subject to the terms and provisions thereof, City has agreed to indemnify Golf Land Owner from and against any and all claims, demands, actions, causes of action, damages, losses, costs, expenses or liabilities of any kind or nature arising from any property damage, personal injury or death caused directly or indirectly by errant golf balls striking persons or property using the Trail Easement.

5. Attorney's Fees. In the event of any litigation arising out of this Grant of Public Trail Easement, including the interpretation or enforcement of any of the terms or provisions hereof, the prevailing party shall also be entitled to recover its reasonable attorney's fees and costs incurred therein.

6. Counterparts and Facsimile Signatures. This Grant of Public Trail Easement may be executed in counterparts, in which case all such counterparts together shall constitute one and the same instrument which is binding on all of the parties thereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Facsimile signatures shall be treated as original signatures hereon.

7. Binding Effect. This Grant of Public Trail Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, shall be construed in accordance with and governed by the laws of the State of Colorado, and may not be amended or modified except by an instrument in writing signed by both parties.



Jessica Congden  
Notary Public

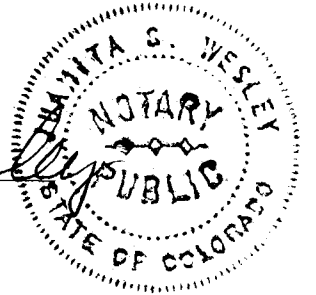
State of Colorado )  
                          ) ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 4th day of April, 2002, by Cindy Enos-Martinez Mayor of The City of Grand Junction, Colorado, a home rule municipality.

Witness my hand and official seal.

My commission expires: 10-10-2005

Juanita S. Wesley  
Notary Public



## EXHIBIT A

## EASEMENT DESCRIPTION

An easement situated in the south half of the southwest quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, eight feet in width, lying four feet on either side of the following described centerline being more particularly described as follows:

Commencing at a B.L.M. Cadastral Survey marker for the west sixteenth corner on the south line of said Section 20 whence a B.L.M. Cadastral Survey marker for the southwest corner of said Section 20 bears North 89°44'02" West, a distance of 1320.20 feet, with all bearings herein relative thereto;

Thence North 37°30'47" East, a distance of 486.11 feet to a point on the southerly boundary of Redlands Mesa Filing 3, a plat recorded in the Mesa County Clerk and Recorders Office at Reception No. 2031159, the Point of Beginning;

Thence South 73°05'45" West, a distance of 62.02 feet;  
 Thence South 09°27'35" West, a distance of 55.13 feet;  
 Thence South 05°25'36" East, a distance of 19.33 feet;  
 Thence South 06°30'04" East, a distance of 26.96 feet;  
 Thence South 15°23'20" East, a distance of 52.36 feet;  
 Thence South 02°07'34" West, a distance of 19.38 feet;  
 Thence South 41°42'24" West, a distance of 18.60 feet;  
 Thence North 88°13'43" West, a distance of 25.72 feet;  
 Thence South 61°43'09" West, a distance of 29.90 feet;  
 Thence North 47°42'55" West, a distance of 13.57 feet;  
 Thence North 61°43'12" West, a distance of 12.73 feet;  
 Thence North 45°42'33" West, a distance of 16.63 feet;  
 Thence North 33°35'44" West, a distance of 19.50 feet;  
 Thence North 26°49'22" West, a distance of 18.99 feet;  
 Thence North 24°12'11" West, a distance of 9.63 feet;  
 Thence North 80°51'48" West, a distance of 11.10 feet;  
 Thence North 70°44'43" West, a distance of 8.05 feet;  
 Thence North 46°40'45" West, a distance of 16.96 feet;  
 Thence North 51°37'12" West, a distance of 14.84 feet;  
 Thence North 39°53'12" West, a distance of 20.05 feet;  
 Thence North 51°02'08" West, a distance of 23.35 feet;  
 Thence North 48°57'05" West, a distance of 13.67 feet;  
 Thence North 53°12'56" West, a distance of 28.15 feet;  
 Thence North 81°34'48" West, a distance of 19.01 feet;  
 Thence North 79°33'05" West, a distance of 10.49 feet;  
 Thence North 85°44'53" West, a distance of 15.40 feet;  
 Thence North 69°21'47" West, a distance of 19.00 feet;  
 Thence North 59°19'55" West, a distance of 19.56 feet;  
 Thence North 56°08'39" West, a distance of 12.27 feet;  
 Thence North 49°45'58" West, a distance of 17.56 feet;  
 Thence North 53°32'08" West, a distance of 15.74 feet;  
 Thence North 63°52'02" West, a distance of 30.71 feet;  
 Thence North 61°07'45" West, a distance of 10.94 feet;  
 Thence North 50°35'28" West, a distance of 8.60 feet;  
 Thence North 45°15'19" West, a distance of 18.10 feet;  
 Thence North 39°19'41" West, a distance of 13.89 feet;  
 Thence North 54°13'44" West, a distance of 7.48 feet;  
 Thence North 68°21'09" West, a distance of 15.29 feet;  
 Thence North 72°25'05" West, a distance of 19.88 feet;  
 Thence North 78°12'55" West, a distance of 17.19 feet;  
 Thence North 68°31'55" West, a distance of 17.75 feet;  
 Thence North 69°39'50" West, a distance of 20.22 feet;  
 Thence North 67°44'41" West, a distance of 8.98 feet;

