

## GRANT OF PEDESTRIAN WAY EASEMENT

THIS GRANT OF PEDESTRIAN WAY EASEMENT is made and entered into by and between \_\_\_\_\_ (“Grantor”), with an address of \_\_\_\_\_, and the CITY OF LOVELAND, a Colorado home rule municipal corporation (the “City”), with an address of 500 E. Third Street, Loveland, Colorado 80537. This Grant of Pedestrian Way Easement is effective as of the date of the City’s Official Acceptance in the City’s signature block below.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which are hereby acknowledged, Grantor has this day bargained, sold, conveyed, transferred, and delivered unto the City, its successors, and assigns, in perpetuity, a nonexclusive easement and right-of-way in, over, and across the real property described on the attached **Exhibits A and B** (the “Easement Area”), including the perpetual right to enter upon the Easement Area at a time that it may see fit, for a right of way for public access in, across, over, through and upon the Easement Area, and to construct, repair, replace, relocate, inspect, and operate a pedestrian way in, across, over, through and upon the Easement Area.

Grantor hereby reserves the right to use the Easement Area so long as such use is not inconsistent with and does not unreasonably interfere with the City’s and the public’s use of the Easement Area as set forth herein and all such uses are first approved by the City in writing, provided, however, that the following uses are hereby specifically approved by the City and do not require further written approval: (i) vehicular access to cross over the Easement Area; and (ii) installation of utilities over, across, and upon the Easement Area which do not unreasonably interfere with City’s or public’s use of the Easement Area.

Grantor shall retain all responsibilities and shall solely bear costs and liabilities of any kind related to the ownership, upkeep and maintenance of the real property. Grantor further agrees to defend and indemnify City against all such costs and liabilities, including court costs and attorney’s fees.

The Easement Area hereby granted, situated in Larimer County, Colorado, is described as follows:

**Exhibit A – Easement Description**

**Exhibit B – Easement Drawing**

TO HAVE AND TO HOLD said easement unto the City, its successors, and assigns forever. This perpetual easement and the rights, benefits, and obligations created hereby constitute a burden upon the estate of Grantor in the underlying lands and shall run with the land and be binding upon Grantor and its successors, personal representatives, assigns, and heirs. 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 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.

