

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

URBAN TRAILS EASEMENT

For Valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Aspen View Properties, LLC, an Arizona limited liability company, hereinafter referred to as “Grantor”, hereby grants and conveys unto the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as “Grantee”, a perpetual easement, hereinafter referred to as “Easement,” for a non-motorized public access pathway for pedestrians, bicycles and other similar non-motorized uses, hereinafter referred to as the “Trail” as part of the Flagstaff Urban Trails System under, over, across and through the real property of Grantor situated in Coconino County, Arizona, and described in Exhibits A and A-1, both of which are attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. Purpose. This Easement is granted to Grantee for the benefit of the public, and to enable the Grantee at its own expense to locate, construct, repair, replace, alter, maintain and operate a non-motorized public access trail as part of the Flagstaff Urban Trails System, including any fencing, walls, grading, landscaping, lateral and subjacent support, drainage structures and facilities, signing, or other features associated with the Trail.
2. Non-Exclusive. This Easement is granted on a non-exclusive basis; provided however, any subsequently recorded easement or permit shall not conflict or interfere with public safety, the use, operation, or maintenance of the Trail or terms and conditions of this Easement.
3. Prohibited Encroachments. Grantor shall not construct or permit any improvements within the Easement, including buildings, structures, poles, driveways, parking lots, fences, walls, cut or fill slopes, grading, or surface drainage features.
4. Underground/Utility Encroachments. Grantor may construct or permit underground improvements within the Easement, subject to all of the following:
 - a. Prior written consent of Grantee is required. Consent will not be unreasonably withheld, provided that the proposed improvement will not conflict or interfere with public safety, the use, operation, or maintenance of the Trail as determined by Grantee.
 - b. Utility boxes, meter boxes, valve boxes, manholes, or handholes (collectively “Utility Equipment”) shall not be constructed within that portion of the Trail that is designed, maintained or designated for regular public travel or within three (3) feet of either side of that pathway (the pathway and shoulders collectively referred to as the “Clear Zone”).
 - c. Grantor and/or its permittee shall restore the Trail to its original condition after completion of any construction or maintenance.

5. Vegetation. Grantee may remove, alter, and maintain vegetation within the limits of the Easement that conflicts or interferes with the use, operation, or maintenance of the Trail. Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the vegetation so removed or altered.
6. Lateral Support. Grantee further agrees for itself and its heirs, successors, and assigns that it shall not cause or allow any act, occurrence, or condition of land that disturbs the lateral and subjacent support of the Trail. Lateral and subjacent support may include cut or fill slopes and retaining walls.
7. Maintenance Access. Grantee shall have the right of reasonable access to the Easement over adjacent property owned or controlled by the Grantor limited to the extent necessary for construction, maintenance, repair, or reconstruction of the Trail.
8. Restoration. Upon completion of any removal, alteration or maintenance of the Trail improvements within the Easement by Grantee, the Grantee shall have the obligation to restore the attributes of the property disturbed by any such removal, alteration or maintenance to as near the pre-disturbance condition or better, as physical characteristics of the constructed Trail improvements permit.
9. Indemnification. To the extent permitted by Arizona law, Grantee shall indemnify and hold Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its officers', agents', employees', licensees', and invitees' use of the Easement granted herein.
10. Covenant to Run with the Land. Grantor hereby agrees that this instrument shall be binding upon itself, its successor and assigns.

If Grantor is a corporation, by the signature of its authorized agent it signifies that the agent has been authorized by its Board of Directors or other necessary authorities to make this conveyance on behalf of the corporation.

IN WITNESS WHEREOF, Grantor has caused this Urban Trails Easement to be executed in its name by the undersigned officers this _____ day of _____, 2020.

GRANTOR:

By: _____

Title: _____

STATE OF _____)

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2020, by _____, the _____ of
_____, on behalf of _____.

Notary Public

My Commission Expires:

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