

Prepared by and return to: Rick L. Lynch, 207 S. Washington, Bloomfield, IA 52537 (641) 664-1997

TRAIL CORRIDOR EASEMENT

This Agreement is made this _____ day of June, 2022, by the Davis County Community School District, of 608 S. Washington, Bloomfield, Iowa 52537 (hereinafter referred to as "Grantor"), and the City of Bloomfield, Iowa, of 111 W. Franklin Street, Bloomfield, Iowa 52537 (herein after together referred to as "Grantee").

For valuable consideration, Grantor hereby grants to Grantee a 50 foot-wide easement and trail right-of-way over, through and for the protection of the property as generally outlined on the map attached hereto as Exhibit "A" and by this reference made a part hereof, which is hereinafter referred to as the "Trail Corridor"; and

Whereas, the property possesses recreational, scenic, or natural value appropriate for public enjoyment, recreation and conservation;

Whereas, the Grantee, its successors or assigns is an organization formed to develop and maintain a trail for recreation and non-motorized transportation purposes;

Now Therefore, the Grantor, their heirs, successors and assigns, by this Agreement grants to the Grantee, its successors and assigns, a trail easement for the purpose of developing a trail to be used for public recreation purposes.

1. The Grantee its successors and assigns shall have following rights within the Trail Corridor as holder of this easement:
 - A. Exclusive rights to the use of the Trail Corridor for development and maintenance of a recreation trail.
 - B. The right to permit general public access by foot, bicycle, ski, skate or other non-motorized vehicle.

- C. The right to lay out, mark, develop, construct and maintain or relocate a 10 ft wide trail, to post signs marking the trail, to manage vegetation on the Trail Corridor through selective planting, pruning or manage removal of trees, exotic or nuisance plant species, and to maintain and enhance the trails scenic, natural, recreational and/or ecological value.
 - D. The right to prohibit public access by motor vehicles through the installation of gates or other obstructions and to limit access by the public, by appropriate means, from any portion of the Trail Corridor not in use from time to time as the primary path.
 - E. The right to inspect or maintain the Trail Corridor or allow emergency or law enforcement access via motorized or non-motorized vehicles.
2. Grantor agrees to maintain the trail for its intended public use for a minimum of twenty years after the date of its construction.
 3. Grantee assumes all risk relating to persons or property, other than the Grantor or their invitees, within the Trail Corridor. Grantee shall hold harmless, indemnify, and defend Grantor, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter relating to or occurring on or about the Trail Corridor, regardless of cause. Provided, however, indemnification arising from the negligence of any of the Indemnified Parties shall only be for amounts over and above any applicable insurance carried by the indemnified parties.
 4. Grantee shall maintain liability insurance on the Trail Corridor.
 5. This easement shall be permanent and bind the parties hereto, their successors and assigns. Said easement shall run with the land.
 6. Nothing herein shall be construed as limiting the right of the Grantor to sell, give or otherwise convey the Trail Corridor or any portion or portions of it, provided such conveyance is subject to the terms of this easement.
 7. This grant of easement and trail right-of-way and the Grantee's allowance of the public use thereof shall not grant to the public an additional right, right-of-way or easement.
 8. Upon mutual agreement, Grantor and Grantee and their successors and assigns may terminate or modify this conveyance notwithstanding the public's past use of any part or all thereof.
 9. Grantor's warrant that they have title to the property herein conveyed free and clear of all liens.

10. If the trail contemplated herein is not constructed within five (5) years from the date hereof, this Easement shall be null and void in its entirety.

Grantor: Davis County Community School District, June _____, 2022

Grantee: City of Bloomfield, Iowa, June _____, 2022

IN WITNESS WHEREOF, Grantor and Grantee have executed this Trail Corridor Easement on the day and year first above written.

GRANTOR

By: _____
_____ for City of Bloomfield, Iowa

GRANTOR’S ACKNOWLEDGMENT

STATE OF IOWA

DAVIS COUNTY, SS:

On this _____ day of June, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known who being by me duly sworn, did say that he/she is the _____ for the City of Bloomfield, Iowa, that said instrument was signed on behalf of said entity and that the said official acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it and by him/her voluntarily executed.

Notary Public

GRANTEE

By: _____
_____ for City of Bloomfield, Iowa

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA

DAVIS COUNTY, SS:

On this ____ day of June, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known who being by me duly sworn, did say that he is the _____ for the City of Bloomfield, Iowa, that said instrument was signed on behalf of said entity and that the said official acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it and by him voluntarily executed.

Notary Public