

EXHIBIT A TO ORDINANCE NO. 016, 2025

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2025, by and between the City of Fort Collins, Colorado, a municipal corporation, and the City of Loveland, Colorado, a municipal corporation, hereinafter referred to jointly as “the Grantors”, and Fort Collins-Loveland Water District, a Political Subdivision of the State of Colorado, hereinafter referred to as “the District”.

WHEREAS, Grantors jointly own and operate the Northern Colorado Regional Airport (the “Airport”) located in Loveland, Colorado, on a parcel of property legally described in “Exhibit A” attached hereto and incorporated herein (hereinafter the “Grantors’ Property”); and

WHEREAS, the Grantors previously granted an easement for a regional waterline under and through Grantors’ Property through an Easement Agreement dated February 16, 2024 (the “Waterline Easement”); and

WHEREAS, the Easement granted herein relates to the Waterline Easement and is necessary to connect a suction line to the regional waterline installed in the area of the Waterline Easement.

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained and the sum of three thousand six hundred fifty-four Dollars (\$3,654.00) and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, the Grantors have granted and conveyed and by these presents does grant and convey unto the District, its successors and assigns, a permanent non-exclusive easement for the installation, construction, maintenance, inspection, operation, replacement, or removal of one (1) or more domestic waterlines for the transmission and distribution of domestic water, and all underground and surface appurtenances thereto, including metering stations and other fixtures (collectively, the “Facilities”), in, over, across, and upon that portion of the Grantors’ Property described and depicted below (the “Easement Area”):

See “Exhibit B” – Legal Description of Easement Area

See “Exhibit C” – Easement Area Depiction

In addition to the foregoing grant of Easement by the Grantors to the District, the Grantors further grant and convey to the District the following rights and privileges:

A. The right to grade the Easement for the full width thereof in such manner as the District may reasonably determine to be necessary or advisable.

B. The right to support pipelines located within the Easement across ravines and watercourses with such structures as the District shall reasonably determine to be necessary or advisable.

C. Subject to Airport security requirements and prior written consent of Airport staff which shall not be unreasonably withheld, the right of ingress and egress to and from the Easement by means of existing roads (whether public or private) located on the Grantors’ Property, if any, or in the absence of such roads, by such other routes as the District shall determine to be reasonably necessary taking into consideration the minimization of damage to the Grantor’s Property. For purposes of this Agreement, the term “Airport staff” shall mean the individual(s) designated and authorized by Grantors to make the decisions and take the actions described and directed herein. The District may rely on the information and direction given by Airport staff pursuant to this Agreement and shall have no obligation to verify that any particular individual has been duly authorized by the Grantors to provide such information and/or direction.

D. The right to grade, construct, maintain, and use any access roads upon the Grantor’s Property within the Easement Area for such purposes of initial construction and ongoing maintenance with prior written consent of Airport staff in the exercise of its right of ingress and egress to and from the Easement. For any construction or alteration on the Easement or Grantors’ Property, the District will be required to complete and submit the Federal Aviation Administration a Form 7460-1 “Notice of Proposed Construction or Alteration.”

F. To mark the location of the Easement Area and/or the waterline with markers set in the ground provided that any such markers remaining after the period of construction of the domestic waterline and

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appurtenances shall be placed in locations which will minimize interference with any reasonable use of the Easement Area by the Grantors.

G. For all of the District's access needs to the Easement Area or any other portion of Grantors' Property, such access is subject to the prior written consent of Airport staff pursuant to the Airport's security requirements and other applicable laws, plans, policies, and rules and regulations. It is the parties' intent to provide the District with as much access as possible to the Easement Area while complying with the various rules and regulations associated with operating the Airport.

H. All other rights necessary and incident to the full and complete use and enjoyment of the Easement for the purposes herein granted.

I. Other public utilities, such as sanitary sewer, storm sewer, gas, electric, and cable lines may be installed in the Easement Area as long as they do not interfere with the District's rights hereunder and meet the District's requirements for separation and crossing of utilities.

The Grantor hereby covenants and agrees to and with the District, its successors and assigns that:

A. Except as otherwise provided in subparagraph A, the Grantors, their heirs, personal representatives, administrators, successors, and assigns shall not erect or place any permanent building, structure, improvement, fence, tree, or other landscaping on the Easement Area, excluding the installation of permanent paved surfaces, including but not limited to roadways and taxiways needed for Airport purposes over the Easement Area by the Grantors. In the event of the placement of such obstacles within the Easement Area contrary to the provisions of this subparagraph A, the District shall have the right to require the Grantors to remove such disallowed obstacles from the Easement Area and, in the event the Grantors fail to do so upon request, the District may remove such obstacles at the Grantors' expense and without any liability for repair or replacement thereof. Notwithstanding the foregoing, the Grantors, their heirs, personal representatives, administrators, successors, and assigns shall have the right, without the consent of the District, to plant grasses and other groundcover and small shrubs upon the Easement Area which are usual and customary for the full use and enjoyment of the Grantors' Property. However, the District shall be responsible at its sole cost and expense for repair or replacement of any permanent paved surfaces and associated landscaping damaged or removed by the District.

B. The Grantors do hereby covenant and agree to and with the District that the Grantors are lawfully seized of the Easement Area and the Grantors' Property, and that the Grantors has a good and lawful right to convey the Easement Area to the District and that the Grantors warrant the title thereto.

C. The District shall have the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights described in this Agreement. The Grantors shall take no action that would impair the earth cover over, or the lateral or subjacent support for, any of the Facilities within the Easement Area.

The District does hereby covenant and agree to and with the Grantors as follows:

A. The District shall not fence or otherwise enclose the Easement Area, except during periods of construction and repair.

B. All trenches and excavations made in the laying or repairing of the domestic waterline shall be properly backfilled and as much of the original surface soil as reasonably possible shall be placed on top. All large gravel, stones, and clods will be removed from the finished backfill. The District will finish the backfill after normal settling of the soil so that the use and enjoyment of said Easement by the Grantors shall be suitable for the purpose now used. The District will maintain the trench area and the domestic waterline.

C. The District may not use the Easement Area of any of Grantors' Property for any purpose other than to transport, serve and distribute potable water. If the Easement Area is used by the District for any purpose other than stated herein, the Easement may be terminated at the Grantors' sole discretion and all of the right, title and interest of District (and District's successors or assigns) in and to the Easement become null and void, and the Easement shall absolutely revert to and revest in Grantors as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and District shall remove improvements. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of this paragraph.

D. Grantors reserve the right to use the Easement Area and Grantors' Property for any purposes that will not interfere with District's full enjoyment of the rights granted herein.

F. To the extent allowed by law, District agrees to indemnify and hold harmless the Grantors, their officers, employees, and agents, from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with District's use of the Easement Area, if such injury, loss, or

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damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the District or any officer, employee, agent, or contractor of the District, or any other person for whom the District is responsible. The District shall notify Grantors and provide a copy of any and all written claims or demands within two business days of receipt. The District's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the negligent act or omission of the Grantors.

Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed to the then-current email address for the addressee, or three days after being sent by certified mail, return receipt requested:

If to Grantors:

City of Fort Collins
Attn: City Manager
City Hall West
300 LaPorte Avenue
Fort Collins, CO 80521

With a copy to:

City Attorney
City of Fort Collins
City Hall West
300 LaPorte Avenue
Fort Collins, CO 8 0521

City of Loveland
Attn: City Manager
500 E. Third Street
Loveland, CO 80537

With a copy to:

City Attorney
City of Loveland
500 E. Third Street
Loveland, CO 80537

If to District:

District Engineer
Fort Collins-Loveland Water District
5150 Snead Drive
Fort Collins, CO 80525

It is mutually agreed between the parties hereto that:

A. Except to the extent that such rights may be inconsistent with or interfere with the rights and privileges herein granted to the District, the Grantors shall retain the right to use and enjoy the Easement Area.

B. The benefit and burdens of this Agreement shall inure to and be binding upon the respective heirs, personal representatives, successors, or assigns of the parties hereto.

C. Whenever used herein, the singular shall include the plural and the plural the singular and the use of any gender shall apply to all genders.

D. This Easement is and shall be subordinate to the provisions of existing and future agreements between the Grantors and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds for the benefit of the Airport. Grantors shall give the District adequate written notice of any future agreements that may impair any grant contained in this Agreement.

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GRANTEE:

FORT COLLINS LOVELAND – WATER DISTRICT,
a Political Subdivision of the State of Colorado

By: _____
District Engineer

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this __ day of _____, 20__ by
_____.

Witness my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A"

EASEMENT DESCRIPTION

PARCEL ONE

Being a portion of Tract B of Barnstorm Second Addition to the City of Loveland, Colorado, as recorded August 12, 1986 at Reception No. 86044345 in the Larimer County Clerk and Recorder's Office, located in Section 28, Township 6 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 28, as monumented by a 3/4" rebar with 2-1/2" aluminum cap, LS29407, 2009, which bears North 00° 05' 42" East, a distance of 2692.36 feet from the West Quarter Corner of said Section 28, as monumented by a 2-1/2" aluminum cap on 3/4" rebar, LS5028, 2005, with all bearings herein relative thereto;

Thence South 61°32'42" East a distance of 115.95 feet to a point on the Southerly Right-of-Way of East Larimer County Road 30 as recorded at Reception No. 86044332 in the Larimer County Clerk and Recorder's Office, the POINT OF BEGINNING;

Thence continuing on said southerly right-of-way, South 87°05'27" East a distance of 30.01 feet, parallel with and 50.00 feet south of the North line of said Section 28;

Thence departing said Southerly Right-of-Way, South 04°38'20" West a distance of 32.99 feet;

Thence South 27°37'02" West a distance of 68.65 feet to the North line of that easement to Fort Collins-Loveland Water District recorded at Reception No. 20240018146 in the Larimer County Clerk and Recorder's Office;

Thence along said North line, North 87°05'52" West a distance of 27.71 feet to the Northwest corner of said easement to Fort Collins-Loveland Water District;

Thence departing said North line, North 00°05'42" East a distance of 10.45 feet, parallel with and 70.00 feet east of the West line of said Section 28;

Thence North 27°37'02" East a distance of 64.86 feet;

Thence North 04°38'20" East a distance of 25.99 to the POINT OF BEGINNING.

The above-described parcel contains 3,032 square feet or 0.0696 acres, more or less, and is subject to any rights-of-way or other easements of record now existing on said described parcel of land.

Basis of Bearings: The West line of the Northwest Quarter of Section 28, Township 6 North, Range 68 West, of the 6th/ Principal Meridian bears North 00°05'42" East 2692.36 feet from the West Quarter Corner, being marked by a 2 1/2" Aluminum Cap on 3/4" rebar, LS5028, 2005, to the Northwest Corner, being marked by a 3/4" rebar with 3 1/4" Aluminum Cap, LS29407, 2009, based upon G.P.S. observations and modified Colorado North Zone State Plane Coordinates with a combined scale factor of 1.00027973, with all bearings herein relative thereto.

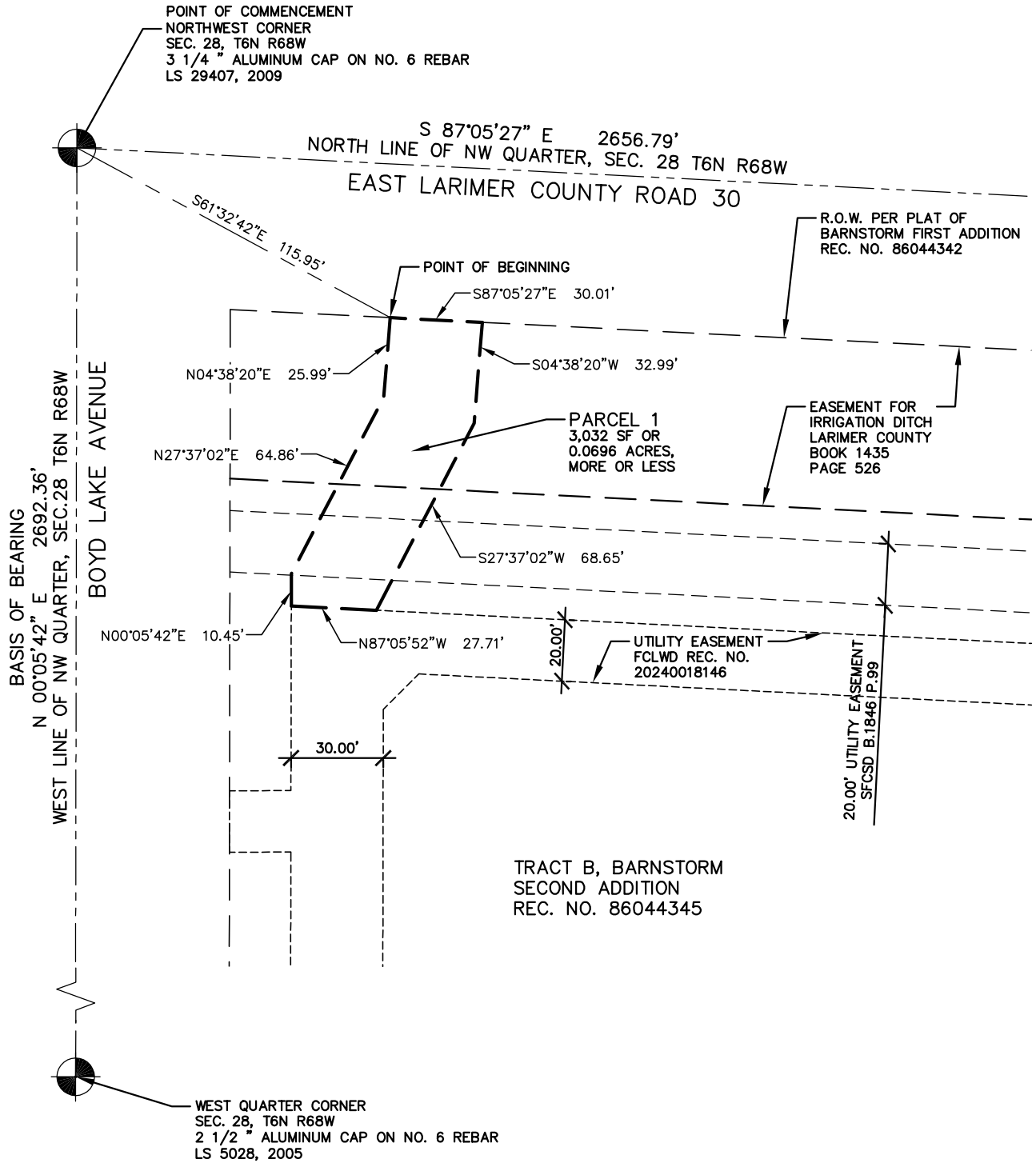
SURVEYOR'S CERTIFICATION STATEMENT

I, Peter E. Paulus, a Professional Licensed Land Surveyor in the State of Colorado, do hereby certify that this Property Description was prepared by me or under my direct personal supervision and that it is correct based upon my knowledge, information, and belief.



EXHIBIT A-1

EASEMENT MAP PARCEL ONE



NOTE: THIS EXHIBIT DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. (13-80-105 C.R.S. 2012)

