

EXHIBIT A TO RESOLUTION 2025-001

INTERGOVERNMENTAL AGREEMENT  
CONCERNING THE LIVERMORE CONSERVATION PROJECT

This Intergovernmental Agreement (Agreement) is made this \_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF FORT COLLINS, COLORADO (the "City") and LARIMER COUNTY, COLORADO (the "County").

WHEREAS, part 2 of Article 1 of Title 29, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the County has imposed a sales and use tax via the "Help Preserve Open Spaces Initiative" for the purchase and maintenance of open space, natural areas, wildlife habitat, parks and trails and a portion of the funds generated by said sales tax are distributed to municipalities located within Larimer County, including the City; and

WHEREAS, the City has imposed a dedicated 0.25% sales and use tax known as "Open Space Yes!", portions of the revenues from which are intended and available for the purchase and maintenance of open space, natural areas, and trails; and

WHEREAS, the parties recognize through the Larimer County Open Lands Master Plan and Fort Collins Natural Areas Master Plan that certain lands in the County's Livermore Priority Area and greater Laramie Foothills – Mountains to Plains Conservation Area ("Conservation Area") are important to be conserved through various means such as fee acquisition, conservation easements, and regulatory measures; and

WHEREAS, the parties have historically worked cooperatively to conserve lands within the Conservation Area, provide limited public recreation, and protect and promote the quality of life, wildlife, the natural environment and the character of the region; and

WHEREAS, the Larimer County Natural Resources Department and the City of Fort Collins Natural Areas Department share common goals in conserving land in the Conservation Area, and by this IGA intend to form a partnership to carry out a land conservation project to protect approximately 4,897 acres, comprised of the properties described in **Exhibit A**; and

WHEREAS, Larimer County was awarded in 2024, \$2,500,000.00 in Great Outdoors Colorado (GOCO) grant funds to acquire, in partnership with the City, conservation easements on the properties described in **Exhibit A** ("Livermore Area Properties"); and

WHEREAS, the parties desire to cooperate and contract with one another concerning the sharing of costs and responsibilities for the conservation of the Livermore Area Properties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

A. Subject Properties/Easements

EXHIBIT A TO RESOLUTION 2025-001

1. The County will make reasonable efforts to acquire conservation easements on each of the Livermore Area Properties (the "Conservation Easements"), subject to final approval by the Larimer County Board of County Commissioners in its discretion.

2. The total purchase price for all of the Conservation Easements is estimated to be approximately \$15,000,000.00. The purchase price for each Conservation Easement is shown in **Exhibit B**, attached hereto and incorporated herein by reference.

3. The parties are responsible for paying the costs designated to each of them as shown in **Exhibit B**.

4. The County will prepare the deed of conservation easement instruments ("Deeds"). The County shall submit the Deeds, upon completion of the transaction, to the Larimer County Clerk and Recorder for recording in the real property records of the County and shall provide a copy of each recorded Deed to the City upon completion of recording.

5. Until such time as the closing and conveyance of the Conservation Easements, Larimer County shall remain the primary negotiator with the landowners. Additionally, the County shall have the discretion to make decisions related to the negotiations including choice of surveyor, title company, and other administrative matters, consistent with this Agreement. The parties shall promptly communicate with each other on any new developments in the negotiations and new material information related to the subject properties and the Conservation Easement acquisitions.

**B. Management of the Livermore Area Properties**

1. The private properties will remain under the management of their respective owners. Larimer County will steward and monitor the Conservation Easements.

**C. Assignment of the Conservation Easements**

1. The City agrees to be the contingent Conservation Easement holder for all of the Livermore Area Property Conservation Easements. If the County seeks to assign its rights and obligations under any of the Conservation Easements for the Livermore Area Properties, it first must offer the assignment to the City, in a manner that is consistent with the terms and conditions of the Conservation Easement and any GOCO-related grant requirements (the "Right of First Refusal"). The County agrees to not amend or eliminate the Right of First Refusal from any of the Conservation Easements without the written permission of the City. If the County amends or eliminates the Right of First Refusal from any of the Conservation Easements without the written permission of the City, the Parties agree that such action constitutes a default under Section D.6. of this Agreement.

2. In the event all or any portion of the Conservation Easements are sold, exchanged, transferred or otherwise extinguished, or taken by eminent domain, the net proceeds from such disposition shall be divided between the County and the City in the same proportion as their respective contributions to the initial purchase payments for acquiring the Conservation Easements as defined in **Exhibit B**. This division of proceeds is described in each Conservation Easement (the "Division"). The County agrees to not amend or eliminate the Division from any of the Conservation

EXHIBIT A TO RESOLUTION 2025-001

Easements without the written permission of the City. If the County amends or eliminates the Division from any of the Conservation Easements without the written permission of the City, the Parties agree that such action constitutes a default under Section D.6. of this Agreement.

D. General Provisions.

1. Each party agrees to execute all additional instruments and documents necessary to effectuate the transactions and purposes described herein, subject to any necessary approvals.

2. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

3. Financial obligations of the parties payable after the current fiscal year are contingent upon the governing bodies of the parties, in their discretion, appropriating funds sufficient and intended for such purposes.

4. Each party is responsible for its own negligence and that of its officers, employees and volunteers. Nothing in this Agreement waives the immunities, limits of liability, or other terms and conditions of the Colorado Governmental Immunity Act as now in force or hereafter amended.

5. Any notices required or permitted to be given shall be in writing and personally delivered to the office of the parties hereof, or sent by first class mail, postage prepaid, or by overnight commercial courier, addressed as follows:

Katie Donahue	Daylan Figgs
Natural Areas Director	Natural Resources Director
City of Fort Collins – Natural Areas Department	Larimer County Natural Resources Department
PO Box 580, Fort Collins, CO 80522	1800 S County Rd 31, Loveland, CO 80537
kdonahue@fcgov.com	<a href="mailto:dfiggs@larimer.org">dfiggs@larimer.org</a>

Any such notice shall be effective (i) in the case of personal delivery or by overnight courier, when the notice is actually received, or (ii) in the case of first-class mail, the third day following deposit in the United States mail, postage prepaid, addressed as set forth above. Any party may change these persons or addresses by giving notice as required above.

6. If either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof. If a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself

EXHIBIT A TO RESOLUTION 2025-001

of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

7. Nothing in this Agreement shall imply any partnership, joint venture, or other association between the City and the County. Each party shall have sole responsibility for the content and the conduct of its activities. Neither party shall use the other's name or logo to suggest co-sponsorship or endorsement of any activity without the other's prior written approval.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement concerning the Livermore Conservation Project, on the day and year first above written.

THE CITY OF FORT COLLINS, COLORADO,  
A Municipal Corporation

By: \_\_\_\_\_  
Jeni Arndt, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

EXHIBIT A TO RESOLUTION 2025-001

BOARD OF COUNTY COMMISSIONERS  
LARIMER COUNTY, COLORADO

By: \_\_\_\_\_  
Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
County Attorney

**EXHIBIT A**

**(Page 1 of 4)**

**Legal Descriptions of each Conservation Easement**

**Ranch A**

PARCEL A:

IN TOWNSHIP 9 NORTH, RANGE 71 WEST OF THE 6TH P. M.

SECTION 1: W1/2W1/2;

SECTION 2: S1/2SW1/4, SW1/4SE1/4, NE1/4, N1/2SE1/4, SE1/4SE1/4, N1/2SW1/4, S1/2NW1/4;

SECTION 3: SE1/4SE1/4, N1/2SE1/4;

SECTION 10: E1/2;

SECTION 11: NW1/4, S1/2NE1/4, NW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, N1/2SE1/4, NE1/4NE1/4;

SECTION 12: NW1/4NW1/4;

SECTION 14: W1/2NW1/4;

SECTION 15: NE1/4;

ALL IN THE COUNTY OF LARIMER, STATE OF COLORADO

PARCEL B:

IN TOWNSHIP 10 NORTH, RANGE 71 WEST OF THE 6TH P. M.

SECTION 36: W1/2SW1/4; NW1/4 LYING WEST OF THE FOLLOWING DESCRIBED LINE: A LINE LYING IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 71 WEST OF THE 6TH P. M., COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE EAST LINE OF SAID SECTION 36, AS MONUMENTED BY A 1 1/2" DIAMETER ALUMINUM CAP, P.L.S. 9911 AT THE SOUTHEAST CORNER OF SAID SECTION 36 AND BY A 1 1/2" ALUMINUM CAP, P.L.S. 14647 AT THE NORTHEAST CORNER OF SAID SECTION 36, TO BEAR AN ASSUMED BEARING OF NORTH, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO. THE BEGINNING COURSE AND THE TERMINAL COURSE SHALL BE PROLONGED OR FORESHORTENED SO AS TO BEGIN ON THE NORTH RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 74E AND SO AS TO TERMINATE ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36. BEGINNING AT A POINT ON THE EXISTING CENTERLINE OF LARIMER COUNTY ROAD 74E FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 59 DEGREES 07 MINUTES 09 SECONDS EAST 5,816.87 FEET AND FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS SOUTH 65 DEGREES 20 MINUTES 26 SECONDS EAST, 5,493.21 FEET; THENCE NORTH 08 DEGREES 02 MINUTES 43 SECONDS EAST 1,372.96 FEET; THENCE NORTH 79 DEGREES 21 MINUTES 45 SECONDS WEST 102.82 FEET; THENCE NORTH 07 DEGREES 42 MINUTES 00 SECONDS EAST TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, EXCEPT TRACT IN BOOK 1591 AT PAGE [438](#);

SECTION 35: E1/2SE1/4; NE1/4; SW1/4SE1/4 AND A TRACT IN THE N1/2NW1/4 DESCRIBED AS FOLLOWS: BEGINNING AT N1/4 CORNER OF SAID SECTION, THENCE WEST 475 FEET, THENCE SOUTH 49 DEGREES 26 MINUTES WEST 886.79 FEET, THENCE SOUTH 45 DEGREES 59 MINUTES WEST 499.26 FEET, THENCE NORTH 85 DEGREES 55 MINUTES WEST 1,225 FEET TO WEST LINE OF SAID SECTION, THENCE SOUTH 02 DEGREES 50 MINUTES WEST 385.04 FEET TO SW CORNER OF NW1/4NW1/4 OF SAID SECTION, THENCE EAST ALONG SOUTH LINE OF SAID N1/2NW1/4 TO SOUTH LINE OF NW1/4 OF SAID SECTION, THENCE NORTH ALONG THE EAST LINE OF SAID NW1/4 TO POINT OF BEGINNING.

ALL IN THE COUNTY OF LARIMER, STATE OF COLORADO.

EXCEPTING FROM THE ABOVE PARCELS ANY LAND AS DESCRIBED IN DEED RECORDED FEBRUARY 22, 2024 AT RECEPTION NO. [20240006465](#)

**EXHIBIT A**

**(Page 2 of 4)**

**Legal Descriptions of each Conservation Easement**

**Ranch B**

THE E 1/2 OF THE W 1/2 AND THE E 1/2 OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

THE E 1/2 OF THE NW 1/4 AND THE SW 1/4 OF THE NW 1/4 AND THE SW 1/4 AND THE NE 1/4 OF SECTION 12, TOWNSHIP 9 NORTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

THE W 1/2 AND THE W 1/2 OF THE E 1/2 OF SECTION 6, TOWNSHIP 9 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

THE SE 1/4 AND THE E 1/2 OF THE SW 1/4 IN SECTION 36, TOWNSHIP 10 NORTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO LYING SOUTH OF COUNTY ROAD 74E

A TRACT OF LAND SITUATE IN THE WEST 1/2 OF SECTION OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 70 WEST OF THE SIXTH P.M., COUNTY OF LARIMER, STATE OF COLORADO, WHICH CONSIDERING THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31 AS BEARING S 00°05'38" W AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, IS CONTAINED WITHIN THE BOUNDARY LINES WHICH BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 31, AND RUN THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 N 00°38'22" E 2638.83 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, N 00°38'22" E 104.75 FEET TO A POINT ON THE EXISTING CENTERLINE OF COUNTY ROAD 74E; THENCE ALONG SAID CENTERLINE, S 86°15'54" E 491.57 FEET AND AGAIN N 88°40'25" E 450.01 FEET, AND AGAIN S 85°24'44" E 447.88 FEET, AND AGAIN S 85°57'26" E 469.78 FEET AND AGAIN N 88°19'16" E 452.92 FEET, AND AGAIN S 86°45'21" E 414.88 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE ALONG SAID EAST LINE, S 00°05'38" W 2604.07 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 31, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, S 89°11'45" W 2749.04 FEET TO THE POINT OF BEGINNING

THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO LYING SOUTH OF LARIMER COUNTY ROAD 74E AND EAST OF THE FOLLOWING DESCRIBED LINE:

A LINE LYING IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SAID SECTION 36 TO BEAR AN ASSUMED BEARING OF NORTH, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THE BEGINNING COURSE AND THE TERMINAL COURSE SHALL BE PROLONGED OR FORESHORTENED SO AS TO BEGIN ON THE NORTH RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 74E AND SO AS TO TERMINATE ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36.

BEGINNING AT A POINT ON THE EXISTING CENTERLINE OF LARIMER COUNTY ROAD 74E FROM WHEN THE NORTHEAST CORNER OF SAID SECTION 36 BEARS N 59°07'09" E A DISTANCE OF 5,816.87 FEET AND FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS S 65°20'26" E FOR A DISTANCE OF 5,493.21 FEET;

THENCE N 08°02'43" E FOR A DISTANCE OF 1,372.96 FEET;

THENCE N 79°21'45" W FOR A DISTANCE OF 102.82 FEET;

THENCE N 07°42'00" E TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36,

AND,

THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 71 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO LYING SOUTH OF COUNTY ROAD 74E.

**EXHIBIT A**

**(Page 3 of 4)**

**Legal Descriptions of each Conservation Easement**

**Ranch C**

PARCEL A:

TOWNSHIP 9 NORTH, RANGE 70 WEST OF THE 6TH P. M. COUNTY OF LARIMER, STATE OF COLORADO

SECTION 6: E1/2 E1/2;

SECTION 5: W1/2 NW1/4, SW1/4, AND AN UNDIVIDED 1/2 INTEREST IN A TRACT OF LAND DESCRIBED AS COMMENCING AT A POINT ON THE WEST LINE OF THE NE1/4 NW1/4, 174 FEET SOUTH OF THE NORTHWEST CORNER OF NE1/4 NW1/4, THENCE EAST 337 FEET TO A STONE AND STAKE, THENCE SOUTHWESTERLY TO THE SW CORNER OF NE1/4 NW1/4, THENCE NORTH TO POINT OF BEGINNING.

PARCEL B:

TOWNSHIP 10 NORTH, RANGE 70 WEST OF THE 6TH P. M. COUNTY OF LARIMER, STATE OF COLORADO

SECTION 31: E1/2 SE1/4 EXCEPT THOSE PORTIONS CONVEYED IN DEEDS RECORDED DECEMBER 23, 1980 IN BOOK 2094 AT PAGE [280](#) AND MARCH 7, 2019 AT RECEPTION NO. [20190011259](#);

W1/2 SE1/4, LESS A PORTION IN COUNTY ROAD 74E;

EXCEPT ANY PORTION LYING NORTH OF THE SOUTH RIGHT OF WAY OF COUNTY ROAD 74E

SECTION 32: W1/2S W1/4, EXCEPT TRACTS IN DEEDS RECORDED SEPTEMBER 14, 1953 IN BOOK 956 AT PAGE [492](#) AND FEBRUARY 25, 1976 IN BOOK 1687 AT PAGE [138](#) AND DECEMBER 23, 1980 IN BOOK 2094 AT PAGE [280](#) ;

EXCEPT ANY PORTION LYING NORTH OF THE SOUTH RIGHT OF WAY OF COUNTY ROAD 74E



**EXHIBIT A**

**(Page 4 of 4)**

**Legal Descriptions of each Conservation Easement**

**Ranch D**

A TRACT OF LAND SITUATE IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 70 WEST OF THE SIXTH P.M., COUNTY OF LARIMER, STATE OF COLORADO, WHICH, CONSIDERING THE NORTH LINE OF SAID SOUTHEAST 1/4 AS BEARING S 90°00'00" E AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, IS CONTAINED WITHIN THE BOUNDARY LINES WHICH BEGIN AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 WHICH BEARS S 02°22'01" W 731.76 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 31, AND RUN THENCE ALONG SAID EAST LINE, S 02°22'01" W 1259.66 FEET; THENCE DEPARTING SAID EAST LINE, N 78°37'59" W 1317.06 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SOUTHEAST 1/4; THENCE ALONG SAID WEST LINE, N 01°54'32" E 1433.01 FEET TO A POINT ON THE ASSUMED SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 74E; THENCE ALONG SAID ASSUMED SOUTH RIGHT-OF-WAY LINE, ALONG THE ARC OF A 5251.20 FOOT RADIUS CURVE CONCAVE TO THE NORTH A DISTANCE OF 83.72 FEET, WHOSE CENTRAL ANGLE IS 00°54'48", THE LONG CHORD OF WHICH BEARS S 67°31'56" E 83.72 FEET, AND AGAIN ALONG THE ARC OF A 1905.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH A DISTANCE OF 452.47 FEET, WHOSE CENTRAL ANGLE IS 13°36'32", THE LONG CHORD OF WHICH BEARS S 76°40'02" E 451.41 FEET, AND AGAIN S 83°28'25" E 808.86 FEET TO THE POINT OF BEGINNING

**EXHIBIT B**

**Conservation Easement Acquisition Costs**

<b>Livermore Area Property</b>	<b>Larimer County</b>	<b>Fort Collins</b>	<b>GOCO</b>	<b>Additional Grants</b>	<b>Total</b>
Ranch A	\$5,107,500.00	\$1,250,000.00	\$1,000,000.00	\$142,500.00	\$7,500,000.00
Ranch B	\$3,107,500.00	\$1,250,000.00	\$1,000,000.00	\$142,500.00	\$5,500,000.00
Ranch C	\$857,500.00	\$500,000.00	\$500,000.00	\$142,500.00	\$2,000,000.00
Ranch D	-	-	-	-	-
<b>TOTALS</b>		<b>\$3,000,000.00</b>	<b>\$2,500,000.00</b>	<b>\$427,500.00</b>	