

## VACATION OF EASEMENT AGREEMENT

This Vacation of Easement Agreement (“Agreement”) is made this 25th day of July, 2025, by and between SUPER VACUUM MANUFACTURING CO., INC., a Colorado corporation, (“Super Vac”), Bonfire, LLC, a Colorado limited liability company (“Bonfire”) (Super Vac and Bonfire are collectively referred to as the “Owners”) and City of Fort Collins, Colorado, a municipal corporation (“City”).

### RECITALS

- A. The Owners are the record title owners of that real property more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes (the “Owners Parcel”).
- B. City is the record title owner of that real property more particularly described in Exhibit B attached hereto and incorporated herein by reference for all purposes (the “City Parcel”).
- C. The City Parcel is a portion of a larger parcel more particularly described in Exhibit C attached hereto and incorporated herein by reference for all purposes (the “Benefitting Parcel”).
- D. The Owners Parcel is burdened by that certain railroad easement agreement between the Owners’ predecessor in interest, Redman Homes Inc. (“Original Grantor”), and Frontage Road Industrial Associates, LTD. (“Original Grantee”), recorded May 7, 1979, at Reception No. 305528 of the real estate records of the Clerk and Recorder of Larimer County established an easement for the construction of a railroad spur over and across the Owners Parcel for the benefit of the Benefitting Parcel (the “Easement”).
- E. City has no intention or desire to make beneficial use of the Easement and for purposes of that portion of the Benefitting Parcel that the City Parcel consists of has agreed to the vacation of any and all interest it may have in the Easement.
- F. The parties hereby intend to vacate the Easement.

NOW THEREFORE, it is agreed between the parties as follows:

1. Recitals. The Recitals set forth above are material in this Agreement and are hereby incorporated herein as if set forth fully below.
2. Vacation of Original Easement. Upon execution of this Vacation of Easement, City irrevocably and permanently vacates and releases any and all interest in the Easement and any burdens or benefits which run with the City Parcel pursuant to the Easement.

3. Release of Easement. This vacation of the Easement hereby releases the Owners Parcel from any and all restrictions imposed upon it by the Easement as it relates to the City Parcel and any covenants running with the land as a result of the Easement are hereby released and returned to the Owners or their successor or assigns.

4. Rights of Successors. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

5. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, addressed as follows:

To SUPER VACUUM MANUFACTURING CO., INC. and Bonfire, LLC at:  
3842 Redman Rd.  
Fort Collins, CO 80524

To City of Fort Collins, Colorado:  
City Attorney's Office  
PO BOX 580  
Fort Collins, CO 80522

Notices shall be deemed to have been given upon receipt. Refusal of delivery or undeliverable for any reason shall be deemed received for purposes of this Agreement.

6. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document, and do not in any way affect the terms and provisions hereof.

7. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified, altered or amended in any respect except by a writing executed and delivered in the same manner as required by this document.

8. Counterparts. This Agreement may be executed by the parties in one or more counterparts, all of which together shall constitute one and the same instrument.

9. Severability; Waiver. In the event any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms and provisions hereof shall remain in full force and effect to the fullest extent permitted by law. Any party's failure to enforce the terms of this Agreement for any given default or violation hereof shall not be deemed to waive or forego all or any rights of enforcement for any subsequent default or violation hereof.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the undersigned have signed this Agreement with the intent that it be effective upon the date of recording in the real estate records of the Clerk and Recorder of Larimer County.

SUPER VACUUM MANUFACTURING CO., INC.

Bonfire, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF FORT COLLINS, COLORADO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

STATE OF COLORADO     )  
  )     ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of SUPER VACUUM MANUFACTURING CO., INC.

WITNESS my Hand and Official Seal.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT B TO ORDINANCE NO. 115, 2025

STATE OF COLORADO     )  
  )  
COUNTY OF \_\_\_\_\_ )     ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2025, by \_\_\_\_\_, as \_\_\_\_\_ of Bonfire, LLC.

WITNESS my Hand and Official Seal.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF COLORADO     )  
  )  
COUNTY OF \_\_\_\_\_ )     ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2025, by \_\_\_\_\_, as \_\_\_\_\_ of CITY OF FORT COLLINS,  
COLORADO.

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WITNESS my Hand and Official Seal.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A

TRACT 1:

A tract of land situate in the Northeast 1/4 of Section 9, Township 7 North, Range 68 West of the Sixth P.M., Larimer County, Colorado, which considering the West line of the Northeast 1/4 of said Section 9 as bearing South 00° 10' 15" West and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the said West line which bears South 00° 10' 15" West 1769.82 feet from the North 1/4 corner of said Section 9, and run thence South 89° 45' 25" East 2409.46 feet to a point on the Westerly right-of-way line of Interstate Highway I-25 as recorded in Book 1244 at Page 324 of the Larimer County Clerk and Recorder's office; thence South 01° 58' 30" West 80.00 feet along the said Westerly right-of-way line; thence North 89° 45' 25" West 648.77 feet; thence South 00° 14' 35" West 560.78 feet; thence North 88° 55' 05" West 349.20 feet; thence South 00° 09' 50" West 225.00 feet; thence North 88° 55' 05" West 1109.42 feet; thence North 77° 36' 45" West 306.00 to a point on the West line of the said Northeast 1/4; thence North 00° 10' 15" East 780.00 feet To The Point Of Beginning

TRACT 2:

A tract of land situate in the Northeast 1/4 of Section 9, Township 7 North, Range 68 West of the Sixth P.M., Larimer County, Colorado, which considering the East-West centerline of said Section 9 as bearing N 89°01'00" W and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point which bears N 83°31'31" W 261.20 feet and again N 89°01'00" W 973.11 feet and again N 00°09'50" E 198.22 feet from the East 1/4 corner of said Section 9 and run thence N 00°09'50" E 30.00 feet; thence S 89°01'00" E 189.00 feet; thence S 00°09'50" W 30.00 feet; thence N 89°01'00" W 189.00 feet To The Point Of Beginning COUNTY OF LARIMER, STATE OF COLORADO.

EXHIBIT B

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, WHICH CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER, SECTION 9 AS BEARING SOUTH 88°32'10" EAST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE NORTH- SOUTH CENTERLINE OF SAID SECTION 9, SOUTH 00°10'15" WEST 843.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID CENTERLINE NORTH 86°10'42" EAST 44.86 FEET; THENCE NORTH 29°44'50" EAST 332.10 FEET; THENCE NORTH 36°15'50" EAST 73.55 FEET; THENCE NORTH 45°27'40" EAST 201.56 FEET; THENCE NORTH 01°27'50" EAST 311.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD NUMBER 48; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 88°32'10" EAST 845.09 FEET; THENCE DEPARTING SAID LINE SOUTH 01°03'28" WEST 465.59 FEET; THENCE NORTH 89°37'59" WEST 143.75 FEET; THENCE SOUTH 00°57'05" WEST 355.75 FEET; THENCE NORTH 89°02'56" WEST 171.76 FEET; THENCE SOUTH 00°32'41" WEST 894.41 FEET; THENCE NORTH 89°45'25" WEST 913.76 FEET TO A POINT ON THE NORTH- SOUTH CENTERLINE OF SAID SECTION 9; THENCE ALONG SAID CENTERLINE NORTH 00°10'15" EAST 926.48 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO

EXHIBIT C

Benefiting Parcel:

Beginning at a point which bears S.  $00^{\circ}10'15''$  W. 843.34 feet from the North quarter corner of Section 9, Township 7 North, Range 68 West of the 6th P.M., and run thence N.  $86^{\circ}09'50''$  E. 44.88 feet; thence N.  $29^{\circ}44'50''$  E. 332.10 feet; thence N.  $36^{\circ}15'50''$  E. 73.55 feet; thence N.  $45^{\circ}27'40''$  E. 201.56 feet; thence N.  $01^{\circ}27'50''$  E. 311.14 feet; thence S.  $88^{\circ}32'10''$  E. 1447.88 feet to the Westerly right of way line of Interstate Highway 25; thence along said Westerly Line, S.  $01^{\circ}27'50''$  W. 11.86 feet; and again S.  $82^{\circ}50'30''$  E. 423.70 feet, and again S.  $13^{\circ}33'$  E. 632.00 feet, and again S.  $00^{\circ}06'$  E. 600.00 feet, and again S.  $01^{\circ}58'30''$  W. 423.94 feet; thence N.  $89^{\circ}45'25''$  W. 2409.46 feet; thence N.  $00^{\circ}10'15''$  E. 926.48 feet to the point of beginning, County of Larimer, State of Colorado.