

EASEMENT WITH TERMS AND CONDITIONS

Grantor: City of Fort Collins, Colorado, a municipal corporation
Grantor Signing Authority and Title: Jenni Arndt, Mayor
Grantor Mailing Address: P.O. Box 580, Fort Collins, Colorado 80522
Grantor Phone Number/Email: 970-416-2815 / naturalareas@fcgov.com

Grantee: Josh Sanger and Dusti Sanger
Grantee Mailing Address: 2887 W Trilby Road, Fort Collins, CO 80526
Grantee Phone Number/Email:

Effective Date: Date of Last Signature

Consideration: n/a

Easement Improvements: Access Road to Utilities

Easement Appurtenant to Grantee's Property? ☒ **Y** ☐ **N:** If yes, see **Exhibit C**.

Special Restoration Requirements? ☒ **Y** ☐ **N:** If yes, see **Exhibit D**.

Exhibits [check all that apply]:

- ☒ **Exhibit A – Grantor's Property** (number of pages): 1
- ☒ **Exhibit B – Easement Area** (number of pages): 2
- ☒ **Exhibit C – Grantee's Property** (number of pages): 1
- ☒ **Exhibit D – General Resource Protection Standards** (number of pages): 5

All checked exhibits are attached and incorporated into this Deed by reference.

This **EASEMENT WITH TERMS AND CONDITIONS** (the "Deed") is made and entered into on the Effective Date by and between Grantor and Grantee.

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described on **Exhibit A** (the "Property").

2. Grant of Easement – Consideration. For and in consideration of the covenants and agreements herein set forth, the sum of the Consideration and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, Grantor grants, sells, and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") on, over, under, and across the Property as described more fully on **Exhibit B**, (the "Easement Area"), for the benefit of Grantee's Property described more fully on **Exhibit C**, if applicable, subject to the conditions and restrictions set forth below. The Easement includes the right of vehicular and pedestrian ingress and egress to the Easement Area, and the right to install, maintain, and use gates in all fences that cross the Easement Area now or in the future.

3. Purpose and Use of Easement. Grantee may use the Easement to access, maintain, repair, reconstruct, improve, replace, and inspect the water supply and storage system, including a

cistern, a water pump, an electrical panel, and electric and water lines (Water Infrastructure), that lies within an existing 15' utility easement and 20' x 20' water tank easement dedicated by the Hazelhurst Minor Land Division Plat (recorded at Larimer County Reception No. 20190054758), as needed. Grantor and Grantee agree to the following:

- The right of ingress to and egress from the Easement Area over and across Grantor's Property is depicted in Exhibit B. Stipulations regarding Grantee's obligations regarding the Easement Area are further outlined in Section 5 below.
- The Grantee will notify the Grantor, in writing, within 48 hours after any instance when Grantee must enter the Easement Area for emergency purposes.
- Grantee will comply with all applicable requirements contained in the Deed of Conservation Easement (recorded at Larimer County Reception #20190057273 and hereinafter the "CE"). Without limiting the foregoing, Grantor will walk the Easement Area with Grantee prior to the recording of the Easement, and each subsequent year at the time of the annual conservation easement monitoring visit of the Grantee's property, to ensure all parties agree on a path of least disturbance and the expectations outlined within the CE.

4. Grantor's Rights in Easement Area.

- A. Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted herein, including Grantor's right to operate or allow others to operate utility improvements within the Easement Area.
- B. Grantor may plant or maintain permanent trees, shrubs or other plant material in the Easement Area provided that no such plantings may be planted directly over the Grantee's improvements. Grantor may install or utilize signs or paths over the Easement Area.

5. Grantee's Obligations Regarding Easement Areas.

- A. All activities by the Grantee on the Easement Area, including access across Grantor's Property, shall minimize damage and any impact to the underlying City of Fort Collins Natural Area, any improvements thereon, and the Grantor's intended purposes for the Natural Area.
- B. Grantor's access to the Water Infrastructure shall be created in such a manner that the impact/damage to the underlying natural area is minimized. In no event shall the area of disturbance exceed 20 feet in width, with the exception of that area needed for turn-around or within 5 feet of the top of bank of any ravine.
- C. Grantee shall not perform any construction in the Easement Area.
- D. In the event damage occurs from Grantee's use of or activities over or within the Easement Area or otherwise on Grantor's Property, Grantee will make such

reasonable repairs or take such other reasonable action as may be necessary to restore Grantor's Property to a condition reasonably comparable to its prior condition, including without limitation the provision of ongoing maintenance of any seeded or planted areas, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities, until such time as any such repair and restoration is fully established and stabilized. Such restoration shall be completed in consultation with Grantor and in accordance with the City's General Resource Protection Standards ("GRPS") a copy of which is attached hereto as **Exhibit D**, as the same may be revised by the Grantor from time to time for comparable work on the City of Fort Collins natural areas, subject to written waivers as may be issued by Grantor to Grantee. The parties acknowledge that sensitive vegetation, habitat or other natural conditions may require special effort by Grantee to protect, restore, or replace in the event they are disturbed by Grantee's activities.

- E. Following completion of restoration work in connection with disturbance of the Easement Areas by Grantee, Grantee must seek the issuance of a Certificate of Conditional Acceptance from Grantor, which such issuance shall not be unreasonably withheld, conditioned, or delayed. Upon such issuance, Grantor will assume responsibility for ongoing vegetation management, including weed control, mowing, and reseeded, as needed, in areas disturbed by said reconstruction and seeded in accordance with GRPS and the provisions of this Deed. Per the terms of the City of Fort Collins Natural Areas Easement Policy and GRPS, Grantor may charge a reasonable fee for vegetation management in connection with future disturbance of the Easement Area by Grantee, if any.

6. Maintenance of the Easement Area.

- A. Grantor will maintain the surface of the Easement Area in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by Grantee's use and occupancy of the Easement Area.
- B. Grantor will not deposit, or permit, or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area.

7. Representations of Grantor. Grantor makes no representations or warranties as to lawful ownership of Grantor's Property.

8. Recordation. Grantee will record this Deed in the records of the Larimer County Clerk and Recorder and furnish evidence of such recording to Grantor. This Deed will not be valid until it is recorded. If this Deed has not been recorded with the Larimer County Clerk and Recorder within ninety (90) days of the Effective Date, then this Deed will be null and void and have no force and effect whatsoever, and the parties will be relieved of any remaining obligations hereunder as of the date of such termination.

9. Indemnity and Insurance.

- A. Grantee agrees to release and, unless Grantee is a governmental entity, indemnify Grantor, its officers, agents, employees, representatives, successors and assigns from and against all claims that may accrue to Grantee for personal injury, death or property damage resulting from or arising out of Grantee's use of the Easement Area or other activities on Grantor's Property. To the extent permitted by law, and without waiving any of the provision so the Colorado Governmental Immunity Act, Grantee assumes responsibility, as between Grantor and Grantee, for any liability to third parties arising out of Grantee's use of the Easement Area or other activities on Grantor's property, including but not limited to the construction, installation, operation, repair, and maintenance of improvements within the Easement Area, and for any actions or omissions by Grantee in violation of this Deed.

- B. Grantee shall procure, pay for, and keep in full force and effect during the term of this Deed a comprehensive policy of general liability insurance covering the Improvements and insuring Grantee in an amount not less than One Million dollars (\$1,000,000.00) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence. Such coverage must include, without limitation, the insured's liability for property damage, bodily injuries, and death of persons in connection with Grantee's activities in the Easement Area or on Grantor's Property, the operation, maintenance, or use of the Improvements (including acts or omissions of Grantee or of its officers, employees, or agents), and protection against liability for non-owned and hired automobiles. Such coverage must also include coverage for such other risks as are customarily required by private institutional mortgage lenders with regard to property similar in construction, location, and use as the Improvements. All policies of insurance required hereunder must name Grantor as an additional insured and shall contain a provision that the policy or policies cannot be canceled or materially altered either by the insured or the insurance company until fifteen (15) days' prior written notice thereof is given to Grantor. Upon issuance or renewal of any such insurance policy, Grantee shall furnish a certificate of insurance to Grantor. In the event Grantee fails or neglects to maintain, or require its contractor to procure and maintain, as applicable, the insurance required by this paragraph, then Grantor shall have the right, upon giving Grantee reasonable notice of its election to do so, to take out and maintain such insurance at the expense of Grantee, and in such event the cost of such insurance shall be paid for by Grantee promptly upon receipt of an invoice covering such charges.

10. Notices. Any notice or other communication relating to this Deed must be in writing and shall be deemed given (i) when delivered personally or by email when delivered to the email address on the first page of this Deed, or (ii) on the first business day which is three (3) days

following mailing by certified mail, return receipt requested and postage prepaid, or (iii) the next business day after sending by a nationally recognized overnight delivery service, and addressed to the party at its respective address on the first page of this Deed.

11. Default, Remedies and Litigation Expenses. If a party to this Deed is in default in performance of its respective obligations hereunder, the other party has the right to an action for specific performance or damages or both. Prior to proceeding with any such action, the party not in default must first send written notice to the defaulting party specifying the default and affording such party a reasonable period to cure the default. Each party shall be responsible for its own attorney's fees and costs.

12. Assignment. Grantee may not assign its rights under this Deed without the prior written consent of Grantor.

13. Additional Terms and Conditions. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender is applicable to all genders. All the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, and assigns. This Deed is to be construed and enforced according to the laws of Colorado, and venue in any proceeding related to this Deed shall be in Larimer County, Colorado. If any term of this Deed is determined by any court to be unenforceable, the other terms of this Deed shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Deed as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. Any obligation of the Grantor under this Deed for fiscal years after the year of this Deed are subject to annual appropriation by Grantor's governing body, in their sole discretion, of funds sufficient and intended for such purposes. Nothing in this Deed shall be construed to waive the City's immunity under the Colorado Governmental Immunity Act.

14. Authority. Each person executing this Deed represents and warrants that he or she is duly authorized to execute this Deed in his or her individual or representative capacity as indicated.

IN WITNESS WHEREOF, Grantee has hereunder set its hand and seal the day and year written below; and Grantor has caused this Deed to be executed by its Mayor, attested to by its City Clerk, and its corporate seal to be hereunto affixed, all pursuant to Ordinance No. _____20__, passed on final reading by the City Council of the City of Fort Collins on the _____ day of _____, 20____.

GRANTOR:

**THE CITY OF FORT COLLINS,
COLORADO
a municipal corporation**

Date

Jeni Arndt, Mayor

ATTEST:

City Clerk

(Printed name)

APPROVED AS TO FORM:

Assistant City Attorney

(Printed name)

GRANTEE:

Date

Dusti Sanger

Date

Josh Sanger

Exhibit A
Grantor's Property
(Page 1 of 1)

Lot 1, Hazelhurst MLD No. 19-LAND3896 (20190054758)

Exhibit B
Easement Area
(Page 1 of 2)

**DESCRIPTION OF AN EASEMENT TO BE CONVEYED
FROM THE CITY OF FORT COLLINS TO SANGER**

A 20' WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN LOT 1 OF THE HAZELHURST M.L.D. AS RECORDED AT RECEPTION NO. 20190054758 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER; BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16, AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16 TO BEAR N89°46'48"E, SAID LINE BEING MONUMENTED ON ITS WEST END BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED LS 16404, AND ON ITS EAST END BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED LS 10740, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S81°56'23"E, A DISTANCE OF 1,443.12 FEET TO A POINT ON THE EASTERLY BOUNDARY OF AN EXISTING 20' ACCESS AND EMERGENCY ACCESS EASEMENT AS SHOWN ON SAID M.L.D, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE GENERALLY IN A SOUTHEASTERLY DIRECTION ALONG THE MOST PRACTICABLE ROUTE, 440 FEET MORE OR LESS TO A POINT FROM WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 16 BEARS N63°27'04"E, 956.50', SAID POINT BEING THE **POINT OF TERMINATION**.

TOGETHER WITH AN AREA FOR TURNAROUND BEING THAT AREA CONTAINED WITHIN THE CIRCLE WHOSE CENTER POINT IS THE POINT OF TERMINATION, AND WHOSE RADIUS IS 30.00 FEET.

IT IS THE INTENT OF THIS DESCRIPTION THAT ITS BOUNDARIES BE LENGTHENED OR FORESHORTENED TO END ON THE EASTERLY BOUNDARY OF SAID EXISTING ACCESS AND EMERGENCY ACCESS EASEMENT, AND ON THE NORTHERLY BOUNDARIES OF THE EXISTING 20' X 20' WATER TANK EASEMENT AND THE EXISTING 15' UTILITY EASEMENT AS BOTH ARE SHOWN ON SAID M.L.D.

CONTAINING 0.25 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522

Survey\Projects\Natural Areas\Coyote Ridge Nat Area\
2024 Hazelhurst\Legals\Access Esmt.docx



Exhibit B continued

Easement Area

(Page 2 of 2)

**DESCRIPTION OF AN EASEMENT TO BE CONVEYED
FROM THE CITY OF FORT COLLINS TO SANGER**

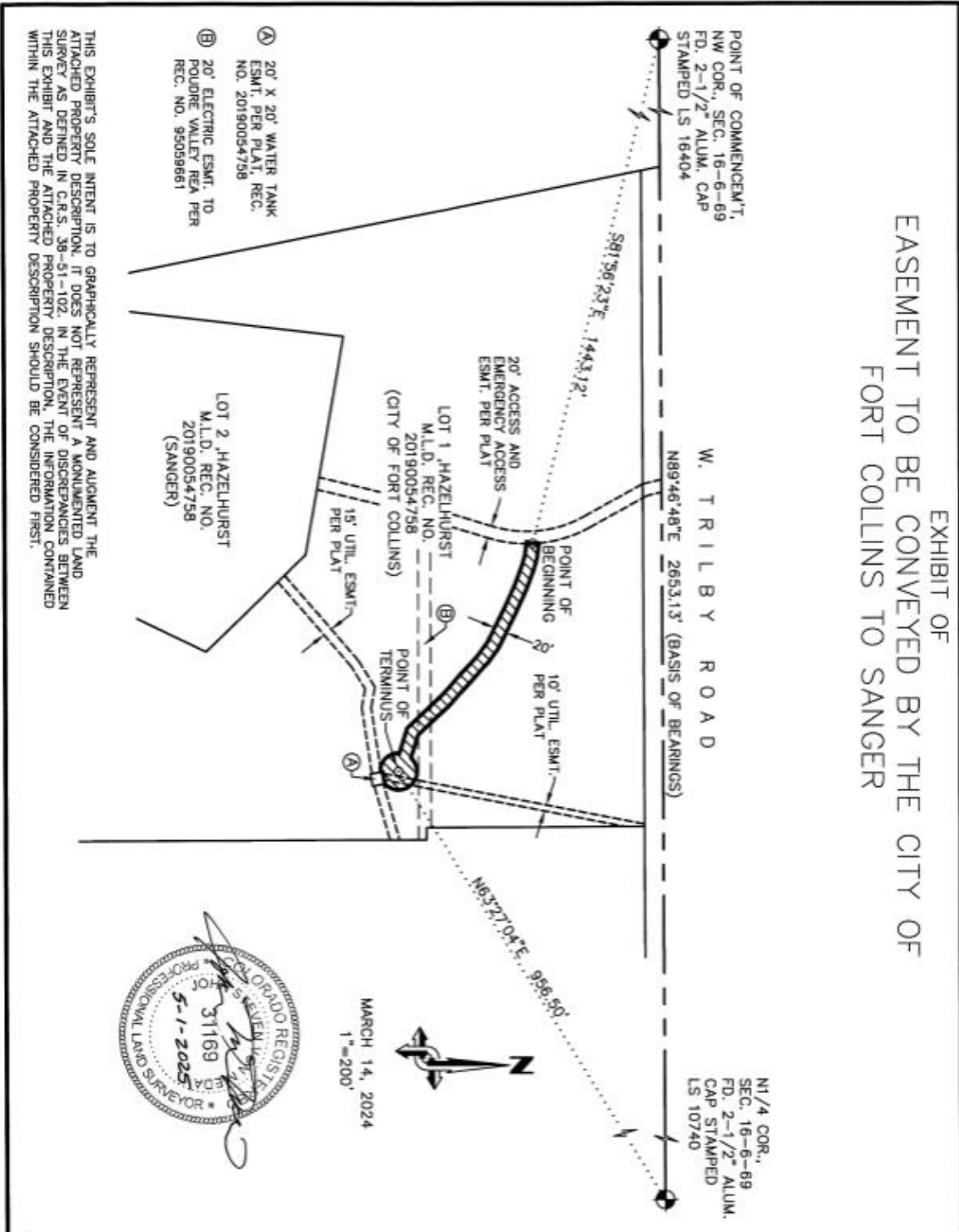


Exhibit C
Grantee's Property
(Page 1 of 1)

Lot 2, Hazelhurst MLD No. 19-LAND3896 (20190054758)

Exhibit D

Special Restoration Requirements

(Page 1 of 5)

**General Resource Protection Standards for Easements or Rights-of-Way
on City of Fort Collins (“City”) Natural Areas and Conserved Lands**

Update March 2020

Introduction

This document lists the various resource protection standards that may be required as conditions of granting an easement, license to enter, or right-of-way (collectively referred to in this document as “easements”) on City Natural Areas and other conserved lands, in order to protect or restore natural resource values. These measures are consistent with the requirements in the City Land Use Code for Ecological Characterization Studies and for Resource Protection associated with development projects. The measures will be evaluated for each easement request and applied as needed, depending on the site location, characteristics of the site, and on the nature of the easement.

The applicable resource protection standards will be specifically included in the terms of the Deed. They must also be included as notes on the approved construction plans for the easement request. The easement holder (“Grantee”) must provide these standards to all contractors who will be doing work for the Grantee within the easement area. The City may also attach some or all of these requirements as an addendum to the Grantee’s Development Agreement, if applicable.

These resource protection standards are current as of August 2013. They may be updated from time to time by the Natural Areas Department based on new information about the resources of the City’s natural areas or on new information about best management practices. Applicants must contact the Natural Resources Department for a current list of standards.

The Grantee is responsible for completing, or requiring all its contractors and sub-contractors to complete, each of the following conditions that the City determines is applicable to the Grantee’s project:

Plans and Permits

Prior to starting any construction on the Project:

1. Submit final plans to the City and ensure that they have been approved and signed on behalf of the City. Confirm that all permanent and temporary easements have been approved by City Council and that the easement documents have been signed by both parties and recorded at the County Clerk’s Office. Plans must include: 1’-2’ contours; property lines with adjoining property ownership shown; all wetlands; streams; ditches; riparian areas; prairie dog colonies; raptor nests; all existing and proposed man-made structures; all existing utilities; all needed easements for access, construction staging areas, and construction (limits of disturbance); construction plans and profiles; restoration plans; and general notes stating all construction and restoration requirements.
2. Obtain a City Excavation Permit.
3. Perform field investigations and surveys to determine the presence and location of sensitive plants or animal species and geological or archeological features.
4. Develop an erosion control plan. This plan must comply with the City’s Storm Drainage Design

Criteria and Construction Standards. Ensure that the erosion control plan has been approved and signed by the City.

5. Contact the Corps of Engineers to obtain a 404 permit and/or clearance of the project. Submit two copies of the permit, or the letter of clearance from the Corps, to the City.

6. Conduct a Preble's meadow jumping mouse survey according to U.S. Fish and Wildlife Service guidelines. Submit two copies of the report and letter of clearance from the U.S. Fish and Wildlife Service to the City.

7. Conduct a Ute ladies' tresses orchid survey according to U.S. Fish and Wildlife Service guidelines. Submit two copies of the report and letter of clearance from the U.S. Fish and Wildlife Service to the City.

Construction Coordination and Project Acceptance

8. Arrange for the City's designated representative to attend the pre-construction meeting to meet the contractors, discuss the importance of the resource protection requirements, discuss and approve the construction schedule and establish lines of communication to be used during construction.

9. Maintain ongoing communication with the City's representative during construction to communicate progress, changes in schedule, problems, and periodic inspections.

10. Once the project has been completed, arrange for the City's representative to inspect the project site to verify that the project was completed, and the site restored according to the applicable plans and agreements. Once the City accepts the restoration work, the City will generally take over the vegetation maintenance, per the specific terms of the Deed.

11. Provide the City with Drawings of Record within sixty (60) days after the completion of the improvements.

Wildlife

12. Raptors: Survey the site to determine if any of the following species are present and check with the City for information on possible nesting, feeding or roosting sites.

a. If the site is used as a winter-feeding area by large birds of prey, construction cannot take place from October 15 through March 15 to avoid disturbing feeding eagles and large hawks, unless otherwise directed by the City.

b. If a bald eagle and/or ferruginous hawk winter night roost is located near the proposed easement, construction cannot take place from October 15 through March 15 to avoid disturbing night-roosting eagles and/or hawks.

c. If a Swainson's hawk nest is located near the proposed easement, construction cannot take place from April 1 through July 15 to avoid disrupting the nesting cycle of the hawk.

d. If a red-tailed hawk nest is located near the proposed easement, construction cannot take place from March 1 through July 15 to avoid disrupting the nesting cycle of the hawk.

e. If burrowing owls are nesting within 330 feet of the limits of development, construction cannot take

place from April 1 through August 1 to avoid disrupting the nesting cycle of the owls.

13. If construction will be taking place in or through an area that contains or may contain prairie dogs, either relocate the prairie dogs or fumigate the burrows immediately prior to any grading. Relocation of Prairie dogs between February 1 and August 1 is not permitted. Burrowing owl survey required prior to fumigation. Proof of prairie dog eradication required prior to grading.

14. Perform the wildlife surveys described below, notify the City of the survey results and obtain approval of construction schedule prior to starting construction. These surveys may be done several months prior to construction, but if done more than 30 days prior to construction they must be performed again within 30 days prior to the start of construction to verify results.

a. The site may contain den sites for red foxes. Conduct surveys to determine if any foxes are denning within 100 feet of the limits of development. If foxes are found to be denning within 100 feet, then construction cannot take place during the normal denning and pup-rearing season (February 1 through October 1).

b. The site may contain den sites for coyotes. Conduct surveys to determine if any coyotes are denning within 300 feet of the limits of development. If coyotes are found to be denning within 300 feet, then construction cannot take place during the normal denning and pup-rearing season (February 1 through October 1).

c. The site may contain den sites for badgers. Conduct surveys to determine if any badgers are denning within 300 feet of the limits of development. If badgers are found to be denning within 300 feet, then construction cannot take place during the normal denning and young-rearing season (January 1 through August 1).

Plants

15. The site may contain plant species listed as rare in Colorado. If a rare plant is discovered prior to or during construction activities, notify the City. The City may, in its discretion, require the Grantee to remove all such plants within the limits of disturbance prior to construction, keep plants alive and replant after construction is completed, or the City may salvage existing plants and shrubs for transplanting to other sites.

16. The site may contain native shrubs and/or trees that may be within the limits of development. Any native shrubs/trees removed to allow construction or damaged during construction must be replaced on a two-for-one/same species basis. All replacement shrubs/trees must be 1-gallon container size and must be warranted to survive for 2 complete growing seasons.

Structures

17. Remove, store, protect and replace any man-made structures (e.g., kiosks, raptor perch poles, prairie dog barriers and fencing) within the limits of disturbance.

18. Repair any damage to concrete bike trails, fences, parking lots, or any other improvements caused directly or indirectly by the construction. Repair/replace improvements immediately to current City standards, including matching the color of the concrete.

19. Install orange construction fencing to mark the easement limits (limits of disturbance) on the site. Do not begin any construction activities until the City's representative has approved the fence location.

20. Post temporary signs informing the public that this is the Grantee's project and indicating the purpose of the project and the Grantee's phone number. Signs must be posted at the locations designated by the City.

21. Have erosion control measures in place and approved by a City representative prior to any construction.

Grading/Construction

22. Required documentation that equipment has been washed/disinfected prior to arriving on site to prevent the spread of noxious species.

23. For areas with native vegetation, strip topsoil in all areas of excavation to a depth of 8 inches and stockpile separately. Wetland and upland soils must be stockpiled separately from each other. Place the topsoil in an 8-inch layer on top of the subsoil in the corresponding zone immediately following the completion of construction.

24. For areas with non-native vegetation, strip the top 2 inches of topsoil from the entire construction easement area and remove the topsoil from the site to remove the non-native vegetation seed source. Then strip 8 inches of topsoil from the area to be excavated and stockpile separately. Wetland and upland soils must be stockpiled separately from each other. Place the topsoil in an 8-inch layer on top of the subsoil in the corresponding zone immediately following the completion of construction.

25. Maintain a safe work area and protect the safety and welfare of Grantee's employees, contractors or subcontractors, and the general public, including without limitation providing barricades and safety fences around excavations and drop-offs left open at the end of a workday. Safety precautions must be in compliance with all applicable laws, rules and regulations.

26. Compact backfill in trenches to 95% Standard Proctor Density. Test the compacted soils at 100' intervals horizontally and 2' intervals vertically within the area of excavation to ensure that this requirement has been met. Submit to the City all laboratory Proctor density results, and a copy of all field compaction tests. After compaction to final subgrade (8" below finished grade), the top 6 inches of subsoil must be ripped (no more than 20" between intervals), and the previously stripped and stockpiled topsoil materials spread evenly over the excavated areas. Soils in backfilled, compacted, topsoil trenches must match the grade of the surrounding undisturbed areas.

27. Set all manhole covers, valve lids, vaults, etc. below or flush with the finished topsoil surface. If any improvements are approved for construction above the final grade, they must be painted with a color approved by the City.

28. Remove the upper sections of all existing manholes to be abandoned and fill the holes with soil. This soil must be compacted to 95% Standard Proctor Density to prevent settlement.

29. Remove the upper sections of all existing manholes to be retained, but that are not flush with the finished topsoil surface and rebuild to be flush with the topsoil surface.

30. Bring to grade (match surrounding topography) all settled and eroded areas along the existing pipeline, if any, to be abandoned during construction of the new pipeline. Repair any settlement that occurs over the existing pipeline or new pipelines after completion and acceptance of the project by the City. Any necessary repairs must be conducted in a manner and at a time directed by the City. Repaired areas must be restored as per restoration requirements outlined in this document or in the Deed.

31. Areas within the limits of disturbance that have been driven over, compacted or rutted by equipment must be scarified to a depth of 8" (not to exceed 10" between intervals), and regraded to original grade and contours.

32. Meet with the City's representative to discuss and get approval of the final grading and the seeding/mulching process prior to reseeding. Seed all disturbed and topsoiled areas with a seed mix of native species specified by the City. The seed must be drilled into the soil an appropriate depth for the species in the mix and existing conditions, using a range drill (not a Brillion). Immediately following seeding roll the seeded areas with a sheep's foot roller to lightly compact and imprint the soil. This removes air voids, provides better seed-soil contact and provides indentation's in the soil that will capture moisture. All seeded areas must then be hydromulched in accordance with the City's Storm Drainage Design Criteria and Construction Standards. Following final grading and initial seeding of the Construction Easement Area and acceptance by the City, the City will be responsible for ongoing vegetation management, including weed control, mowing, and reseeding, as needed, in areas disturbed and seeded in accordance with this paragraph. The cost for the City to perform the vegetation management over the next five to ten years is calculated to be three thousand dollars (\$3,000.00) per acre of disturbance based on grassland/shrubland cover types. Vegetation management fees will be determined on a case-by-case basis for other cover types.

Any requirements listed above that are not completed in a timely manner may be corrected by the City at the Grantee's expense. The City will bill the Grantee for the cost of the correction plus management costs.