

EXHIBIT A TO ORDINANCE NO. 027, 2024

GRANT OF EASEMENT

THIS AGREEMENT made as of the ___ day of _____, 2024, between LARIMER COUNTY BOARD OF COUNTY COMMISSIONERS, County of Larimer, State of Colorado, THE CITY OF FORT COLLINS, COLORADO and THE CITY OF LOVELAND COLORADO (collectively, the GRANTOR), and SOUTH FORT COLLINS SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado organized and existing pursuant to Article 1, Title 32, C.R. S. (GRANTEE), represented by the officer executing this agreement.

WITNESSETH:

Prior to GRANTOR owning the land subject to the easement described hereby, GRANTEE constructed and has operated and maintained a sanitary sewer main line since approximately 1980. By this Grant of Easement (the Easement), the parties desire to document and define such existing easement. Therefore, the parties hereto covenant and agree as follows:

1. The GRANTOR, for and in consideration of the sum of ten dollars (\$ 10.00) and the provisions contained in this agreement, does hereby grant and convey to the GRANTEE, and its successors, licensees, lessees and assigns, a perpetual, non-exclusive easement for a sanitary sewer main line and appurtenances, in, upon, over, and under the land described in Exhibit A (the Easement Area), attached hereto and made a part hereof.
2. The grant of easement shall include the right to access and enter the above-described Easement Area and to locate, survey, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove, and monitor structures and appurtenances thereto. GRANTEE must exercise reasonable care and minimize any interference with GRANTOR's use and possession of the land.
3. The GRANTEE, in exercising the rights granted by this Easement, shall promptly restore vegetation and control erosion in any disturbed areas, including areas used for access, in accordance with the current Larimer County Resource Protection and Restoration Standards. This shall include vegetation establishment, weed control and soil erosion.

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4. The GRANTEE shall exercise due care and diligence in the exercise of rights and privileges granted herein. The GRANTEE agrees to repair or reasonably compensate the GRANTOR for damage to vegetation and other resources that occurs as a result of the exercise of the rights granted herein, except as provided for in Section 3, above.
5. The GRANTOR is the sole owner of the property over which this Easement is granted and has the lawful right to convey this easement interest.
6. The GRANTOR shall have the right to manage the Easement Area for open space uses, as consistent with a land management plan to be developed by the GRANTOR and have access to and across the Easement Area described herein for any purposes which will not constitute a safety hazard or unreasonably interfere with any of the rights and privileges herein granted to the GRANTEE. The GRANTEE must notify the GRANTOR in writing of any activity of the GRANTOR within the Easement Area that it determines to be a safety hazard or which unreasonably interferes with any of the rights and privileges herein granted to the GRANTEE; for any such activity, the parties shall confer and agree upon a reasonable approach to accommodate both parties' activities to the extent possible.
7. The following activities are prohibited within the Easement Area unless written permission is granted by the GRANTEE, which shall not be unreasonably withheld:
 - i) GRANTOR shall not erect any structures; by way of example, structures shall include, but are not limited to buildings, mobile homes, signs, light standards, storage tanks, or similar facilities;
 - ii) GRANTOR shall not drill wells or conduct mining operations; and
 - iii) GRANTOR shall not appreciably change the character of existing topography.
8. In the event of permanent abandonment of any or all rights to the Easement granted herein to the GRANTEE, GRANTEE shall execute and record a quitclaim deed in favor of the

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GRANTOR, or its successors, to terminate the Easement. The GRANTEE, or its assigns, shall remove, within a reasonable time, all structures, facilities, and equipment placed in, upon, under or over the Easement by or on behalf of the GRANTEE from the Easement Area whether before or after execution of the quitclaim deed.

9. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the licensees, lessees, and assigns of the GRANTEE.
10. The GRANTEE agrees it is solely responsible for the maintenance of any structures, facilities, or equipment that GRANTEE places within the easement. Further, GRANTEE agrees to be responsible and liable for any damages resulting from those structures, facilities, and equipment and any activities relating to those structures, facilities, and equipment.
11. At the time of construction, GRANTEE acquired an easement and consent from North Loudon Ditch and Reservoir Company for the right to construct a sewer line over, under or across the North Loudon Ditch. That easement and consent are attached as Exhibit B and incorporated herein.
12. This Easement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Easement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Easement. This Easement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

IN WITNESS WHEREOF, the parties hereto have signed their names, the day and year first above written.

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GRANTOR: BOARD OF COMMISSIONERS OF LARIMER COUNTY, COLORADO

Chair

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, Chairman of the Board of County Commissioners of Larimer County, Colorado.

Witness my hand and official seal.

[Seal]

Notary Public
My commission Expires: _____

DATE: _____
APPROVED AS TO FORM _____

COUNTY ATTORNEY

EXHIBIT A TO ORDINANCE NO. 027, 2024

GRANTOR:

THE CITY OF FORT COLLINS, COLORADO
a Municipal Corporation

Date: _____

By: _____
Jeni Arndt, Mayor

ATTEST:

City Clerk

(Printed name)

APPROVED AS TO FORM:

Assistant City Attorney

(Printed name)

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Jeni Arndt as Mayor of the City of Fort Collins.

Witness my hand and official seal.

My Commission expires:

Notary Public

EXHIBIT A TO ORDINANCE NO. 027, 2024

GRANTOR: CITY OF LOVELAND, COLORADO

Date: _____

By: _____
Stephen C. Adams, City Manager

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

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

Witness my hand and official seal.

[Seal]

Notary Public
My commission Expires: _____

EXHIBIT A TO ORDINANCE NO. 027, 2024

GRANTEE:

Eric Bailey, District Manager

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

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

Witness my hand and official seal.

[Seal]

Notary Public
My commission Expires: _____

EXHIBIT A
(1 of 4)
PROPERTY DESCRIPTION

A strip of land, Thirty (30) feet in width for most of its length, being part of the East Half of the East Half (E1/2 E1/2) of Section Twenty-three (23), Township Six North (T.6N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, the centerline of said strip of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 23 and assuming the East line of the Northeast Quarter (NE1/4) of said Section 23, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS20676, 2015" in a monument box at both ends, as bearing South 00°10'01" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2654.37 feet, with all other bearings contained herein relative thereto;

THENCE South 89°03'29" West along the North line of the Northeast Quarter (NE1/4) of said Section 23 a distance of 76.66 feet;

THENCE South 00°07'45" East a distance of 25.88 feet to the South line of that sanitary sewer easement described in that Easement Agreement recorded October 28, 1999 as Reception No. 0099093250 of the records of the Larimer County Clerk and Recorder, said point being the **POINT OF BEGINNING** of said centerline;

THENCE continuing South 00°07'45" East a distance of 584.57 feet;

THENCE South 01°39'12" East a distance of 438.34 feet to a point being Fifteen (15) feet, as measured at a right angle, West of the West Right-of-way line of US Highway 287 as established by that Special Warranty Deed recorded January 16, 1958 in Book 1060 at Page 55 as Reception No. 738563 of the records of the Larimer County Clerk and Recorder;

THENCE South 00°10'01" East along a line being Fifteen (15) feet, as measured at a right angle, West of and parallel with said West Right-of-way line of US Highway 287 a distance of 799.72 feet;

THENCE South 01°04'53" West, leaving said parallel line, a distance of 398.53 feet;

THENCE South 00°09'17" East a distance of 3011.15 feet to the North Right-of-way line of W. 71st Street established by that *Grant of Easement and Right of Way* recorded June 15, 1998 as Reception No. 98049988 of the records of the Larimer County Clerk and Recorder, said point being the **POINT OF TERMINATION** of said centerline;

The sidelines of said described strip of land shall be shortened or lengthened so as to result in continuous lines through angle points and so as to terminate on said South line of said sanitary sewer easement near the point of beginning and on said North Right-of-way line of W. 71st Street near the point of termination.

Said described parcel of land contains 156,969 sq. ft. or 3.604 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20230298

REC. NO. 2002077968

NORTH QUARTER CORNER
SECTION 23, T.6N., R.69W.

NORTHEAST CORNER
SECTION 23, T.6N., R.69W.
POINT OF COMMENCEMENT

S89°03'29"W 2638.29'

POINT OF BEGINNING

L1
L2

SEE DETAIL FOR THIS AREA

SANITARY SEWER EASEMENT AGREEMENT
TO SOUTH FORT COLLINS SANITATION DISTRICT
REC. NO. 99093250

ADDITIONAL R.O.W. HWY 287
REC. NO. 20140062147

SANITARY
MANHOLE

SAN SEWER EASEMENT
TO SFCSO
REC. NO. 99093250

POINT OF BEGINNING

DETAIL
n.t.s.

SANITARY
MANHOLE (TYP.)

S00°07'45"E
584.57'

SANITARY
SEWER LINE

WEST R.O.W. LINE HWY 287
B.1060 P.55

COUNTY OF LARIMER (50%)
CITY OF FORT COLLINS (33.3%)
CITY OF LOVELAND (16.7%)
LARIMER COUNTY PARCEL #9623000907

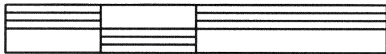
156,969 SQ.FT.
3.604 ACRES

S01°39'12"E
438.34'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°03'29"W	76.66'
L2	S00°07'45"E	25.88'
L3	S57°09'32"E	89.46'



200 100 0 200



SCALE IN FEET
SCALE: 1"=200'

BASIS OF BEARINGS: S00°10'01"E 2654.37'

US HWY 287

15'
30'
15'

S00°10'01"E
799.72'

COUNTY OF LARIMER (50%)
CITY OF FORT COLLINS (33.3%)
CITY OF LOVELAND (16.7%)
LARIMER COUNTY PARCEL #9623000908

LOCATION OF 1980 DITCH CROSSING EASEMENT
TO SOUTH FORT COLLINS SANITATION DISTRICT
FROM NORTH LOUDEN DITCH AND RESERVOIR COMPANY

SEE SHEET 3



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

NOTE: This exhibit drawing is not intended to be a monumentalized 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.



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20230298
DATE: 11/7/2023
CLIENT: SFCSO
DWG: LARIMER COUNTY-PE
DRAWN: SMF CHECKED: MCD

LOCATION OF 1980 DITCH CROSSING EASEMENT
TO SOUTH FORT COLLINS SANITATION DISTRICT
FROM NORTH LOUDEN DITCH AND RESERVOIR COMPANY

SEE SHEET 2

COUNTY OF LARIMER (50%)
CITY OF FORT COLLINS (33.3%)
CITY OF LOVELAND (16.7%)
LARIMER COUNTY PARCEL #9623000908

S01°04'53"W
398.53'

156,969 SQ.FT.
3.604 ACRES

BASIS OF BEARINGS: S00°10'01"E 2654.37'

EAST QUARTER CORNER
SECTION 23, T.6N., R.69W.

WEST R.O.W. LINE HWY 287
B.1060 P.55

US HWY 287

15'
30'
15'

S00°09'17"E
3011.15'

SANITARY
SEWER LINE

SANITARY
MANHOLE (TYP.)

S00°10'01"E 2653.35'

COUNTY OF LARIMER (50%)
CITY OF FORT COLLINS (33.3%)
CITY OF LOVELAND (16.7%)
LARIMER COUNTY PARCEL #9623000901



SEE SHEET 4

Michael Chad Dilka – On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

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KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20230298
DATE: 11/7/2023
CLIENT: SFCSD
DWG: LARIMER COUNTY-PE
DRAWN: SMF CHECKED: MCD

COUNTY OF LARIMER (50%)
CITY OF FORT COLLINS (33.3%)
CITY OF LOVELAND (16.7%)
LARIMER COUNTY PARCEL #9623000901

156,969 SQ.FT.
3.604 ACRES

SEE SHEET 3

US HWY 287

WEST R.O.W. LINE HWY 287
B.1060 P.55

SANITARY
MANHOLE (TYP.)

SANITARY
SEWER LINE

NORTHERLY R.O.W. LINE
REC. NO. 98049988

POINT OF
TERMINATION

SOUTHEAST CORNER
SECTION 23, T.6N., R.69W.

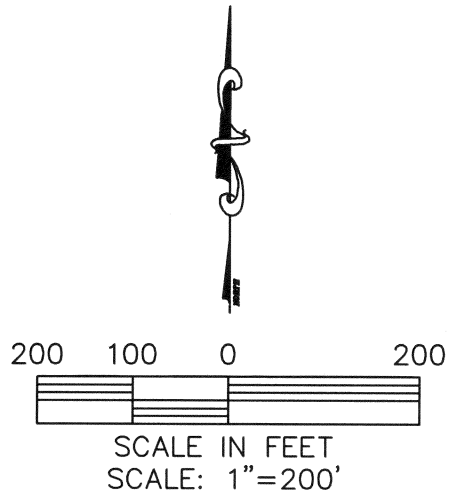
S88°51'49"W 2644.32'

SOUTH QUARTER CORNER
SECTION 23, T.6N., R.69W.

W 71ST ST



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106



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KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
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email: contact@KingSurveyors.com

PROJECT NO:20230298
DATE: 11/7/2023
CLIENT: SFCSD
DWG: LARIMER COUNTY-PE
DRAWN: SMF CHECKED: MCD

No Receipt

Exhibit B

12-17-80

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, **NORTH LOUDEN DITCH AND RESERVOIR COMPANY**, hereinafter referred to as "First Party", for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto

South Ft. Collins Sanitation District,

hereinafter referred to as "Second Party", the right to construct over, under or across the ditch of First Party the following:

A 10" PVC Sanitary Sewer Line, Minimum (7) Seven Feet, Under the North Loudon Ditch West of the West Right-Of-Way of U.S. 287, Being More Particularly Located As Follows: South of the NE Corner of Sec. 23, T6S, R69W Along the West Sec. Line of Said Section 1885 Feet, More or Less, Thence Due East 75 Feet, More or Less, To Said Crossing.

and to place, operate, repair, maintain, and relocate such structure. Said structure shall be constructed, repaired, relocated or removed only after reasonable notice to and under the supervision of the superintendent of First Party or such representative as First Party shall employ, and Second Party shall pay the cost of such supervision.

In granting this easement it is understood that the construction and maintenance shall be such as to form no interference to ditch operations of First Party.

The Second Party shall assume all liability for any damage resulting from the construction, maintenance, removal or existence of said structure and nothing herein shall limit First Party from bringing an action against any contractor doing work on said structure if not done in a proper manner and in conformity with the provisions hereof.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 12 day of Dec 17, 1980.

NORTH LOUDEN DITCH AND RESERVOIR COMPANY

By [Signature], Secretary

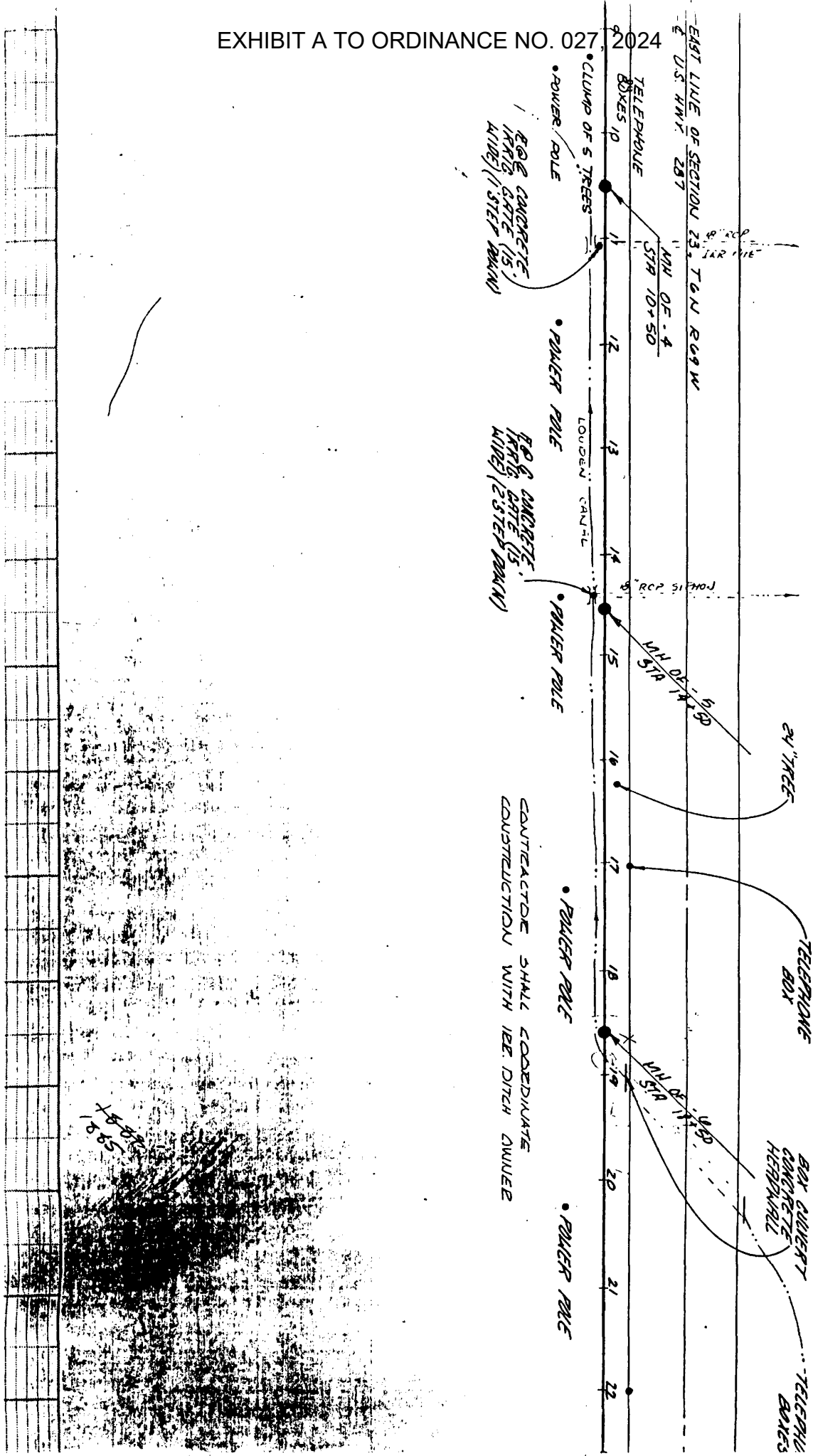
ATTEST:

[Signature]

[Signature]

By Sec. Manager
South Fort Collins
Sanitation District

EXHIBIT A TO ORDINANCE NO. 027, 2024



58.8
58.8
58.8

**Fort Collins-Loveland Water District
South Fort Collins Sanitation District**

4700 South College Avenue
FORT COLLINS, COLORADO 80525
TELEPHONE 226-3104 — 669-4321

(agreement with) South Ft. Collins Sanitation District

A Ten -inch sewer line to cross under the North Loudon Ditch and run for 800 feet along the east bank of the ditch, as shown in engineering drawing approved by the South Ft. Collins Sanitation District. South Ft. Collins Sanitation District agrees to be responsible for restoring the bank in a strong, compacted water-tight condition at least SIX feet wide at top from center of ~~xxxx~~ and to properly seed the bank to prevent erosion. SFCSD agrees to guarantee the water tightness of the restored bank through the 1981 and 1982 irrigation seasons

M. Drake
Sec. Manager
South Fort Collins Sanitation District