

EXHIBIT A TO ORDINANCE NO. 065, 2024

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20__, by and between the CITY OF LOVELAND, COLORADO, a municipal corporation, with an address of 500 E. Third Street, Loveland, CO 80537, and the CITY OF FORT COLLINS, COLORADO, a municipal corporation, with an address of 300 Laporte Ave, Fort Collins, CO 80521, hereinafter referred jointly to as “the Grantors” and South Fort Collins Sanitation District, a Political Subdivision of the State of Colorado, hereinafter referred to as “the District”. This Grant of Utility Easement is effective as of the date of the City’s Official Acceptance in the City’s signature block below.

WHEREAS, the Grantors jointly own and operate the Northern Colorado Regional Airport (the “Airport”) located in Loveland, Colorado on a parcel of property legally described below; and

WHEREAS, the District desires to install, and obtain an easement for a sanitary sewer line necessary to serve the Airport’s terminal facility that is under construction as of the date of this Agreement.

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained 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 sanitary sewer lines for the collection and service of sanitary sewer and wastewater, and all underground and surface appurtenances thereto, including metering stations and other fixtures, in, over, across, and upon:

A ___30___ foot easement, the centerline of which is described in the attached Easement Exhibit:

The parties hereto acknowledge that said easement (hereinafter referred to as “the Easement”) is located on a parcel of property owned by the Grantors legally described as follows and hereinafter referred to as “the Grantors’ Property”:

A parcel of land, being part Larimer County Parcel No. 8633006902, situate in the Southeast Quarter (SE1/4) of Section Twenty-eight (28), Township Six North (T.6N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Loveland, County of Larimer, State of Colorado

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. The District will coordinate with Airport staff to perform such grading at a time that does not unduly interfere with Airport operations. For purposes of this Agreement, “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 information and direction given by Airport staff and shall have no obligation to verify if that particular individual has been duly authorized by the Grantors to provide such information and/or direction.

B. Subject to Airport security requirements and prior written consent of Airport staff, which shall not be unreasonably withheld, the right of ingress and egress in, to, through, over and across the Easement by means of existing roads (whether public or private) located on the Grantors’ Property.

C. The right to grade, construct, maintain, and use any access roads upon the Grantors’ Property for such purposes of initial construction and ongoing maintenance with prior written consent of the 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 to the Federal Aviation Administration a Form 760-1 “Notice of Proposed Construction or Alteration.”

D. To mark the location of the Easement with markers set in the ground provided that any such markers remaining after the period of construction of the sanitary sewer line and appurtenances shall be placed in locations which will minimize interference with any reasonable use of the Easement area by the Grantor.

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E. For all the District's access needs, such access is subject to the prior written consent of Airport staff pursuant to the Northern Colorado Regional Airport's security requirements and other applicable laws, plans, policies, and rules and regulations. It is the parties' intent to provide the District as much reasonable access as possible to the Easement while complying with the rules and regulations associated with operating the Airport.

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

G. Other public utilities such as sanitary sewer, storm sewer, gas, electric, and cable lines may be installed in the Easement so 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 this 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 excluding the installation of permanent paved surfaces, including but not limited to roadways and taxiways needed for Airport purposes. In the event of the placement of such obstacles on the Easement contrary to the provisions of this subparagraph A, the District shall have the right to require the Grantors to remove such prohibited obstacles from the Easement and, in the event the Grantors fail to do so upon request, the District may remove such obstacles 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 Property. The District shall be responsible at its sole cost and expense for repair and 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 and the Grantors' Property, and that the Grantors have a good and lawful right to convey the Easement to the District.

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, except during periods of construction and repair.

B. All trenches and excavations made in the laying or repairing of the sanitary sewer line 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 sanitary sewer line at its sole cost and expense.

C. The District may not use the Easement or any of Grantors' Property for any purpose other than to transport, serve and distribute potable water. If the Easement 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. To the extent allowed by law, the District shall be liable for loss and damage which shall be caused by any wrongful exercise of the rights or ingress or egress to or from the Easement or by wrongful or negligent acts or omission of its agents or employees during the course of their employment on the Grantors' Property. 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, if such injury, loss, or 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

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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 80521

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.

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 provision 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. Airport staff shall give the District adequate written notice of any future agreements that may impair any grant contained in this Agreement.

E. This Agreement 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 Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Easement. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

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F. This Agreement may be executed in separate counterparts, and the counterparts taken together shall constitute the whole of this Agreement. Facsimile, scanned and other electronic signatures permitted by law, for purposes of this Agreement, shall be deemed as original signatures.

G. The District shall at its sole expense record this Agreement in the real property records of the Clerk and Recorder of Larimer County, Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTOR:
City of Fort Collins, Colorado
A municipal corporation

By: _____

Date: _____

Print Name: _____

Title: _____

ATTEST:

Name: _____ Date: _____

Title: _____

APPROVE AS TO FORM:

Assistant City Attorney

GRANTOR:
City of Loveland, Colorado
A municipal corporation

EXHIBIT A

PARCEL DESCRIPTION

A parcel of land, being part Larimer County Parcel No. 8633006902, situate in the Southeast Quarter (SE1/4) of Section Twenty-eight (28), Township Six North (T.6N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Loveland, County of Larimer, State of Colorado and being more particularly described as follows:

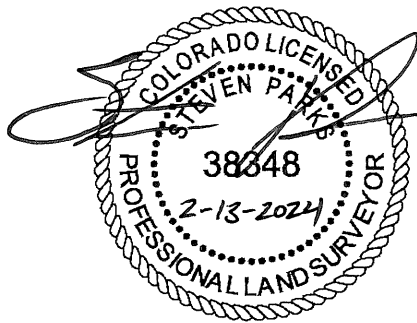
COMMENCING at the Center Quarter corner of said Section 28 and assuming the North line of said Se1/4 as bearing South 87°33'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2635.84 feet, monumented by a 2" iron pipe with 2 1/2" aluminum cap stamped LS 12936 at the Center Quarter corner and a #6 rebar with 3.25" aluminum cap stamped LS 38209 1.0' Witness Corner at the East Quarter corner and with all other bearings contained herein relative thereto;

THENCE South 27°24'36" East a distance of 2445.65 feet to the POINT OF BEGINNING;
THENCE South 54°43'29" East a distance of 30.00 feet;
THENCE South 35°16'31" West a distance of 359.06 feet;
THENCE North 54°43'29" West a distance of 30.00 feet;
THENCE North 35°16'31" East a distance of 359.06 feet to the POINT OF BEGINNING.

Said described parcel of land contains 10,722 Square Feet or 0.247 Acres, more or less (±).

SURVEYORS STATEMENT

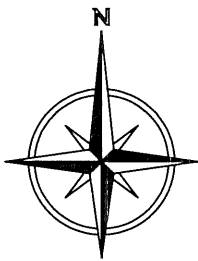
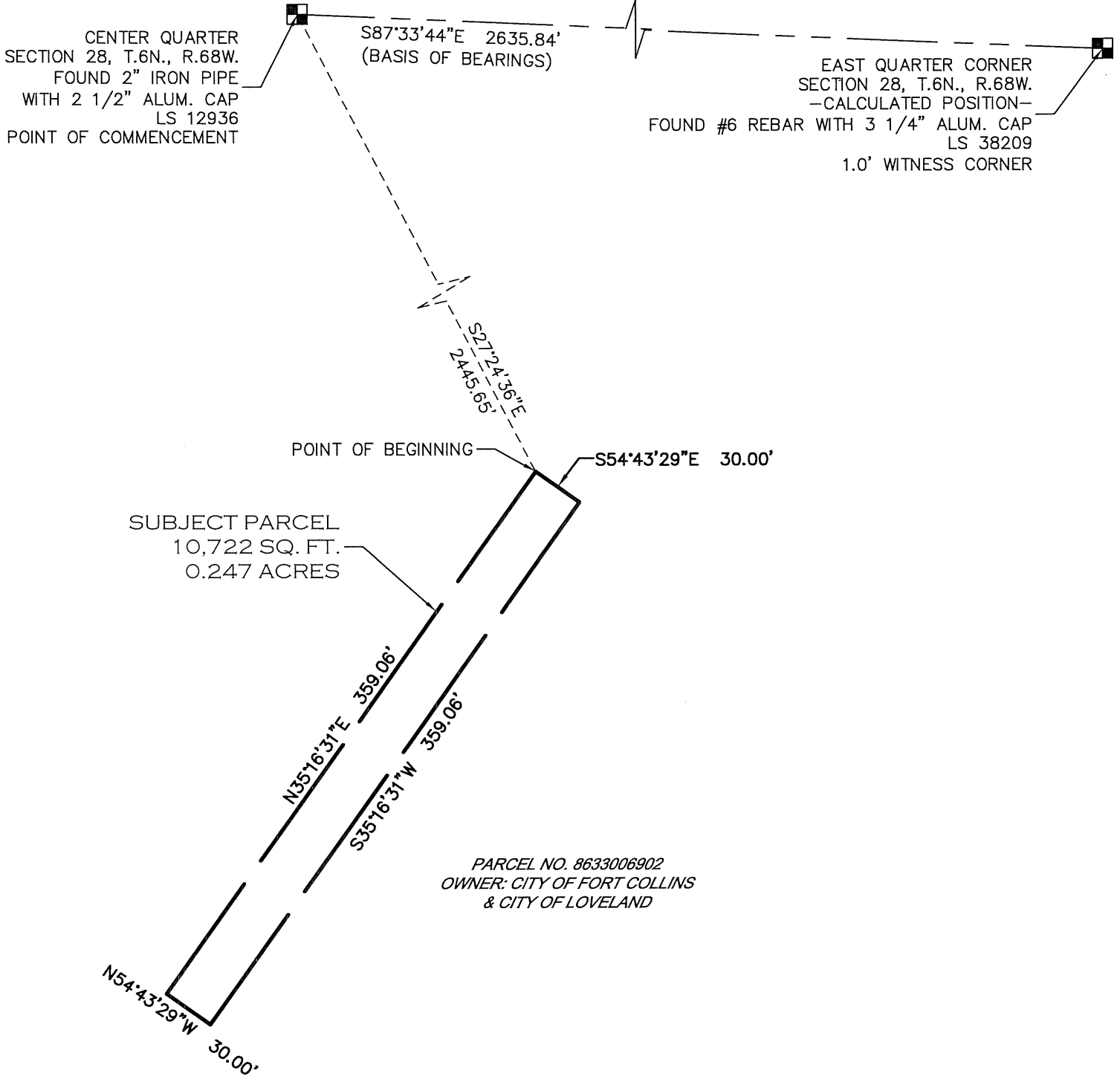
I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

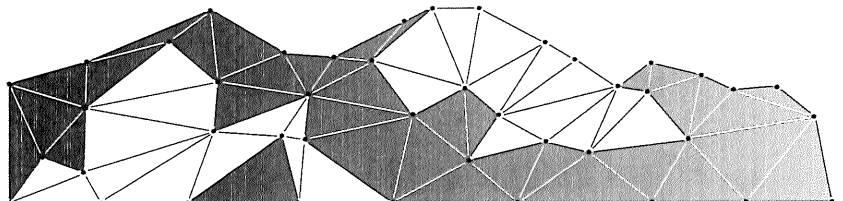
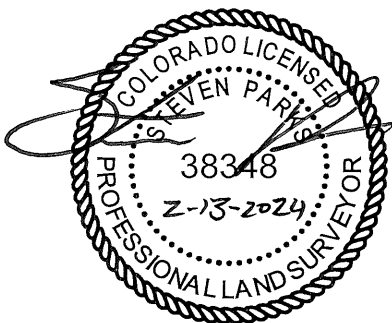


EXHIBIT B



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



MAJESTIC SURVEYING