

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT (this “Agreement”) is made and entered into _____ (the “Effective Date”) by and between **Scott A. Fortenberry and Christine J. Fortenberry** (the “Fortenberrys”) and **THE CITY OF FORT COLLINS, a municipal corporation** (the “City”). The Fortenberrys and the City may be referred to individually as a “Party” and together as the “Parties.”

RECITALS

- A. The Fortenberrys are the owners of the real property located in the County of Larimer, State of Colorado, depicted on **Exhibit A** attached hereto and incorporated herein by this reference as the “Fortenberry Before Parcel”.
- B. The Fortenberrys may also have limited private party rights to a public highway right of way (“The Highway ROW”) that fronts the Fortenberry Before Parcel and also fronts and/or goes over and across City owned property west and south of the Fortenberry Before Parcel, depicted on **Exhibit A**.
- C. Title to the Highway ROW is recorded in the Larimer County Clerk and Records office via a 1936 Quitclaim Deed to the Larimer County Board of County Commissioners on Page 598 of Book 654. The Highway ROW has subsequently been managed and abandoned by the State of Colorado Department of Transportation. The current ownership and nature of the Highway ROW title is unclear. For purposes of this Agreement only, the parties agree that the Highway ROW is an easement held by either Larimer County, or the State of Colorado Department of Transportation.
- D. The City is the owner of the real property located in the County of Larimer, State of Colorado, also depicted on **Exhibit A** as the “North City Before Parcel” (318 Acres) and the “South City Before Parcel” (35 Acres).
- E. Purpose of Exchange. The Parties have been working to resolve longstanding access and title questions related to a historic highway corridor adjacent to the Fortenberry property and City-owned land. The exchange of property interests described in this Agreement will clarify ownership, extinguish any claimed private interests in the historic highway corridor, and establish a permanent and lawful access route to the Fortenberry residence while protecting City operations and property interests.

F. The Fortenberrys wish to convey to the City the following property, as depicted on **Exhibit B**, attached hereto and incorporated herein by this reference.

1. A 0.4287 Acre portion of the Fortenberrys' Before Parcel via General Warranty Deed, attached as to form as **Exhibit E**.
2. A 3.2159 Acre portion of the Fortenberry Before Parcel via Special Warranty Deed, attached as to form as **Exhibit F**.
3. Any interest in the approximate 17.2 Acre Highway ROW via Bargain and Sale Deed, attached as to form as **Exhibit G**.

The properties to be conveyed by the Fortenberrys are collectively referred to as "The Fortenberry Exchange Properties".

G. The City wishes to convey to the Fortenberrys the following property, as depicted on **Exhibit B**, attached hereto and incorporated herein by this reference.

1. A 0.932 Acre Access Easement over the South City Before Parcel, via Appurtenant Exclusive Access Easement, attached as to form as **Exhibit H**.
2. A 3.6965 Acre portion of the North City Before Parcel via Special Warranty Deed, attached as to form as **Exhibit I**.

The properties to be conveyed by the City are collectively referred to as "The City Exchange Properties".

H. The Fortenberry Exchange Properties and the City Exchange Properties may be referred to individually as an "Exchange Property" and together as the "Exchange Properties."

I. The exchange of the Exchange Properties as described herein (the "Exchange") will result in three reconfigured parcels as depicted on **Exhibit C**, attached hereto and incorporated herein by this reference. The resulting City-owned property is referred to hereafter as the "City After Parcels" and the resulting The Fortenberrys'-owned property is referred to as the "The Fortenberrys' After Parcel."

J. The "Term of this Agreement" shall mean the period of time between the Effective Date of this Agreement and the Closing Date or termination of this Agreement.

AGREEMENT

The parties hereby adopt the factual recitals set forth above. In consideration for the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the Parties agree to be legally bound whereby The Fortenberrys agree to convey to the City The Fortenberry Exchange Properties, and the City agrees to convey to The Fortenberrys the City Exchange Properties, all on the terms and conditions set forth in this Agreement.

1. City Council Approval. Notwithstanding anything to the contrary herein, the City's obligations to convey any interest in real property under this Agreement are expressly contingent upon approval of such conveyance by the Fort Collins City Council by ordinance. This Agreement shall not become binding upon the City, and the City shall have no obligation to proceed to Closing, unless and until such approval is obtained. In the event such approval is not obtained, this Agreement shall terminate without further obligation of either Party.
2. Effective Date. The Effective Date of this Agreement is the Date of Mutual Execution.
3. The Properties. The Parties agree the Fortenberry Properties and the City Properties include all improvements located thereon and all of owner's rights, title, and interest in and to all appurtenances thereto, including but not limited to the following:

The City Exchange Properties are to be conveyed TOGETHER with all right, title and interest of the City, if any, in and to all easements, rights-of-way and rights to same and any similar rights, belonging or in any way appertaining to the City Exchange Property, and in and to all stripes and gores of land lying between City Exchange Property and adjoining property, streets or roads, open or proposed, including, without limitation, any private rights of access.

The Fortenberry Exchange Properties are to be conveyed TOGETHER with all right, title and interest of the Fortenberrys, if any, in and to all easements, rights-of-way and rights to same and any similar rights, belonging or in any way appertaining to the Fortenberry Exchange Properties, and in and to all stripes and gores of land lying between the Fortenberry Exchange Properties and adjoining property, streets or roads, open or proposed, including, without limitation, any private rights of access.

4. Value of the Properties. The Parties agree and stipulate that the fair market value of the properties to be conveyed by the Fortenberrys to the City is \$81,749. The Parties agree and stipulate that the fair market value of the properties to be conveyed by the City to the Fortenberry is \$76,736.

Exchange Parcels	Value
Fortenberry to City	
Land, Improvements & Diminutions from part Fortenberry 35 Acre site to City, as to be granted per Exhibits E and F.	\$61,799
Quitclaim of Approximate 17.2 Acre Highway right of way (ROW) - Fortenberry to City, as to be granted per Exhibit G.	\$19,950
Total Fortenberry to City	\$81,749
City to Fortenberry	
An Appurtenant Exclusive Access Easement over part of City 35 Acre site to Fortenberry, including Diminutions, as to be granted per Exhibit H.	\$63,744
Land, Improvements & Diminutions from part of City 318 Acre site to Fortenberry, as to be granted per Exhibit I.	\$12,992
Total City to Fortenberry	\$76,736
Value Difference requiring cash payment by City to Fortenberry	
	\$5,013

5. Encumbrances. The Properties to be conveyed under this Agreement shall be free and clear of all liens for special improvements installed as of the date of the Parties' signatures hereon, whether assessed or not. Except for the property rights associated with Highway ROW held by Larimer County and/or the State of Colorado Department of Transportation, the Properties to be conveyed under this Agreement shall be free and clear of all liens and encumbrances, and recorded and/or apparent easements.
6. Acknowledgement: The Parties acknowledge that the historic highway corridor referenced in this Agreement may constitute a public right-of-way previously used for highway purposes. Nothing in this Agreement is intended to convey or affect any interest of Larimer County, the State of Colorado, or any other public

entity in such right-of-way, if any such interest exists. Rather, the Fortenberrys agree to convey to the City, by bargain and sale deed, any private right, title, or interest they may claim in the referenced corridor or adjacent areas, if any, for the purpose of extinguishing any potential private claims and clarifying the respective property interests of the Parties.

7. Surveys. The City has performed surveys and created legal descriptions of the Exchange Properties, excepting the survey of the City After Parcels and Fortenberry After Parcel Depicted on **Exhibit C**. The survey maps and legal descriptions, upon completion and mutual agreement by the Parties, are included as attachments to the conveyance documents as shown on **Exhibits E, F, G, H and I**.

After closing, the City shall conduct surveys of the City After Parcels Depicted on **Exhibit C**.

The Fortenberrys, at their option, may engage and pay for a private surveyor to conduct a survey and create a legal description of the Fortenberry After Parcel Depicted on **Exhibit C**.

8. Driveway Project.

(a) As a condition of this Agreement the Fortenberrys acknowledge that they will no longer have any right of access (except in the event of an emergency) to the highway right of way on the western boundary of the Fortenberry After Parcel. Physical access to the highway right of way shall be eliminated by virtue of a continuous livestock fence, without gates, as further described in Section 8 below.

(b) In the event of flood, fire, storm or other natural emergency, or if there is eminent threat to the health and safety of the Fortenberrys (or guest) the Fortenberrys may use the abandoned driveways and historic access points onto the highway right of way on the western boundary of the Fortenberry After Parcel for emergency ingress and egress purposes. The Fortenberrys may cut or otherwise remove the fencing for emergency access purposes. Upon expiration of the emergency, the Fortenberrys agree to repair the damaged fencing within one month at their sole cost.

(c) As a condition of this Agreement the City shall grant the Fortenberrys an Exclusive Access Easement depicted on **Exhibits B, C and D**, and legally described on **Exhibit H**.

(d) The Fortenberrys agree that the Exclusive Access Easement shall provide acceptable legal access to County Road 92 south of the Fortenberry After Parcel. The Exclusive Access Easement shall exclude use by both third parties and the City, granting exclusive surface use to the Fortenberrys. The exclusive access easement shall be an easement appurtenant (attached) to the Fortenberry After Property, and this easement shall run with the land.

(e) In order to physically restore access to the Fortenberry residence an approximate 1,450 linear foot driveway will need to be constructed. The Fortenberrys agree to be responsible for all costs of permitting and constructing the replacement driveway and associated access apron onto CR 92.

(f) The City agrees to fence its unencumbered property abutting the driveway/Exclusive Access Easement. The fencing work shall be completed in accordance with Section 8 (ii) below.

(g) The Fortenberrys agree to release and hold harmless the City and its officers, agents, licensees, invitees, representatives, employees, contractors, subcontractors and customers (collectively, the "Releasees") from any claims that the Fortenberrys may have arising out of or in connection with the Fortenberrys' activities pursuant to this Agreement the failure by the Fortenberrys, its affiliates or any of their respective successors, assigns, officers, directors, members, managers, tenants, subtenants, agents, representatives, employees, contractors, subcontractors, customers, guests, licensees and invitees to comply fully with their obligations under this Agreement (collectively, the "Claims"), specifically excepting any Claims caused by or resulting from the negligence or intentional conduct of any of the Releasees.

9. Fencing.

(a) The City shall be responsible for all costs of fencing as generally depicted on **Exhibit D**. The City shall construct fencing in the general locations shown on Exhibit D for the purpose of separating the Fortenberry After Parcel from City property and the historic highway corridor. The fencing shall generally consist of livestock fencing as determined appropriate by the City. The City shall be responsible for construction and maintenance of such fencing except where otherwise specified in this Agreement.

- i. Approximately 802 linear feet of fencing with no gates shall be constructed on the eastern boundary of the 3.6965 acre north tract of land conveyed from the City to the Fortenberrys. Wooden braces will be constructed on the North and South ends. The north brace shall tie to new fencing to be constructed by the city along the highway ROW. The south brace shall tie to existing fencing along the eastern and northern limits of the Fortenberry property before the exchange.

The City shall be responsible for maintenance of the fence and consent to enter the Fortenberry property for fence maintenance must be obtained prior to entry.

- ii. Approximately 1,015 linear feet of fencing with no gates shall be constructed on the east and west sides of the Exclusive Access Easement, totaling approximately 2,030 linear feet. The north ends will include wooden braces that shall tie to existing fencing along the southern limits of the Fortenberry property. The south ends will include wooden braces that shall tie to existing fencing

along the northern limits of the CR 92 ROW.

The City shall be responsible for maintenance of the fence and consent to enter the Fortenberry property for fence maintenance must be obtained prior to entry.

- iii. Approximately 1,868 linear feet of fencing, with no gates, shall be constructed approximately 10 to 50 feet west of the Fortenberrys' west boundary. The fencing location may vary due to the physical lay of the land and the need to account for snow plowing functions on the highway ROW. Generally, the fencing will be located within the highway ROW area conveyed from the Fortenberrys to the City.

There is also a 10 foot strip of land area being conveyed by the Fortenberrys to the City along the western boundary of the Fortenberry property intended to be used by the City for fence maintenance and other roadway related uses. A 10-foot maintenance area is also reserved by the City west of the 3.6965 acre tract of land conveyed by the City to the Fortenberrys. Approximately 898 linear feet of fencing shall be constructed in this area by the City.

The Fortenberrys acknowledge that the highway ROW fence is located west of the property boundary and the fence is not a property boundary marker. The Fortenberry agree not place any improvements or otherwise trespass on City property, except to the extent required to care for livestock or animals that may enter on City property east of the highway fence. Entry into the fence maintenance area may also be allowed for emergency purposes or emergency fence repair.

The City may place boundary markers along the City/Fortenberry property line.

The Fortenberrys shall notify the City if there is any routine fence repair required and the City shall be responsible for maintenance and repair of the fence.

The section of fencing replaces fencing built by the Fortenberrys and the value of the existing fencing is considered in the valuation of the property interests. The existing fencing and the northern gate shall be removed and the materials shall be placed on the Fortenberry property, after the exchange. The Fortenberrys may salvage the original fencing, or dispose of the fencing at their discretion and costs.

There are two access drives onto the highway ROW and these access points shall be fenced off and abandoned. The abandoned access points may only be used for access under emergency situations as previously outlined in Section 6(b) above.

There is no existing gate at the primary southern access. There is a metal cattle gate at the secondary northern access that will be salvaged by the Fortenberrys.

iv. There is approximately 402 linear feet of fencing, with no gates, along the northern boundary of the Fortenberry Property before the exchange.

All maintenance and repair of the 402 foot fence are the responsibility of the Fortenberrys. The City holds no interest in the 402 foot fence after the exchange and Fortenberrys may maintain or remove at their discretion.

11. Due Diligence. Each party acknowledges that it has had the opportunity to inspect the property and provide objection or accept the property in its current condition by April 30, 2026:

12 Amendments. This Agreement may be modified or amended only by a duly authorized written instrument approved by the City Manager of the City and the Fortenberrys. Oral amendments to this Agreement are not permitted.

13 Termination Prior to Closing. Prior to Closing, if a Party finds objectionable the results of any report, disclosure or other information from any actions undertaken in Section 11 of this Agreement, such Party shall notify the other Party, and agrees to negotiate in good faith an acceptable resolution; however if no such resolution can be reached, the objecting Party may terminate this Agreement without any further obligation by either Party. The objecting Party must terminate this Agreement by April 30, 2026, or all such objections shall be deemed waived.

A. Termination After Closing. After Closing, this Agreement may only be terminated by written amendment.

B. Survival. All warranties, covenants, representations, agreements, and guarantees contained in this Agreement shall survive the Closing, execution, and delivery of the Deeds, Easement and any other documents contemplated by this Agreement; and all Parties shall continue to be bound by this Agreement until all of their respective obligations hereunder have been performed or satisfied. No such warranty, covenant, representation, or agreement shall merge with said Deeds and Easement.

C. Breaches and Remedies. If a Party breaches any of its material obligations under this Agreement, the other Party may declare the defaulting Party in breach of this Agreement and pursue any remedies available at law or in equity. Without limiting the foregoing, if the Fortenberrys breach this Agreement by failing to allow the City to possess, use and control the

properties to be conveyed, the City shall be entitled to specific performance to such possession, use and control, subject to the other obligations of this Agreement.

- D. Public Purpose. The Parties acknowledge and agree that the exchange of the Properties subject to this Agreement is in the best interest of the City, and that the exchange serves a public purpose.
- E. Recordation. Notice of this Agreement may be recorded against the Properties in the records of the Larimer County Clerk and Recorder by the City.
- F. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- G. Exhibits. All exhibits referred to in this Agreement are incorporated into this Agreement by reference.
- H. Assignment. This Agreement may not be assigned by any Party.
- I. Drafting. Each Party acknowledges having had the opportunity to participate in the drafting of this Agreement. This Agreement shall not be construed against any Party based upon authorship.
- J. Warranty Against Certain Breaches and Defaults. The parties hereto represent and warrant as of the date hereof and as of the date of Closing that neither the execution of this Agreement nor the consummation of the transaction provided for herein constitutes, or will result in, any breach of any of the terms, conditions, or provisions, or constitute a default under any indenture, charter, bylaw, mortgage, loan agreement, lien, lease, license, judgment, decree, order, instrument, or other verbal or written agreement to which the seller is a party of or is subject to, or to which any of the Properties is subject to.

14. Notices. Any notice required or desired to be given by the Parties hereto shall be in writing and may be personally delivered; mailed, certified mail, return receipt requested; sent by a nationally recognized receipted overnight delivery service for earliest delivery the next business day; or sent by electronic mail. Any such notice shall be deemed given when personally delivered; if mailed, three (3) delivery days after deposit in the United States mail, postage prepaid; if sent by electronic mail, on the day sent if sent on a business day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next business day; or if sent by overnight delivery service, one (1) business day after

deposit in the custody of the delivery service for earliest next business day delivery. The addresses and electronic mail addresses for the mailing, transmitting, or delivering of notices shall be as follows:

If to the Fortenberrys, to:

Scott A. and Christine J. Fortenberry
6808 E County Road 92
Carr, CO 80612
Sc410berry@gmail.com

If to the City, to:

City of Fort Collins
Attn: Kelly DiMartino, City Manager
300 LaPorte Avenue
P.O. Box 580
Fort Collins, CO 80522
Email: dkennedy@fcgov.com

With a copy to:

City Attorney's Office
300 LaPorte Avenue
P.O. Box 580
Fort Collins, CO 80522
Email: CityAttorneysOffice@fcgov.com

Notice of a change of address of either Party shall be given in the same manner as all other notices as hereinabove provided.

14. Immunity. Nothing in this Agreement shall be construed to waive the City's immunity under the Colorado Governmental Immunity Act.

The rest of this page is intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this Real Estate Exchange Agreement as of the day and year set forth below their respective signatures.

CITY OF FORT COLLINS,
a municipal corporation

By: _____
Kelly DiMartino, City Manager

Date: _____

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM:

Assistant City Attorney

The Fortenberrys

By: _____
Scott A. Fortenberry

Date: _____

Christine J. Fortenberry

Date: _____

EXHIBIT A

Depiction of the Fortenberrys Before Parcel and the City Before Parcel

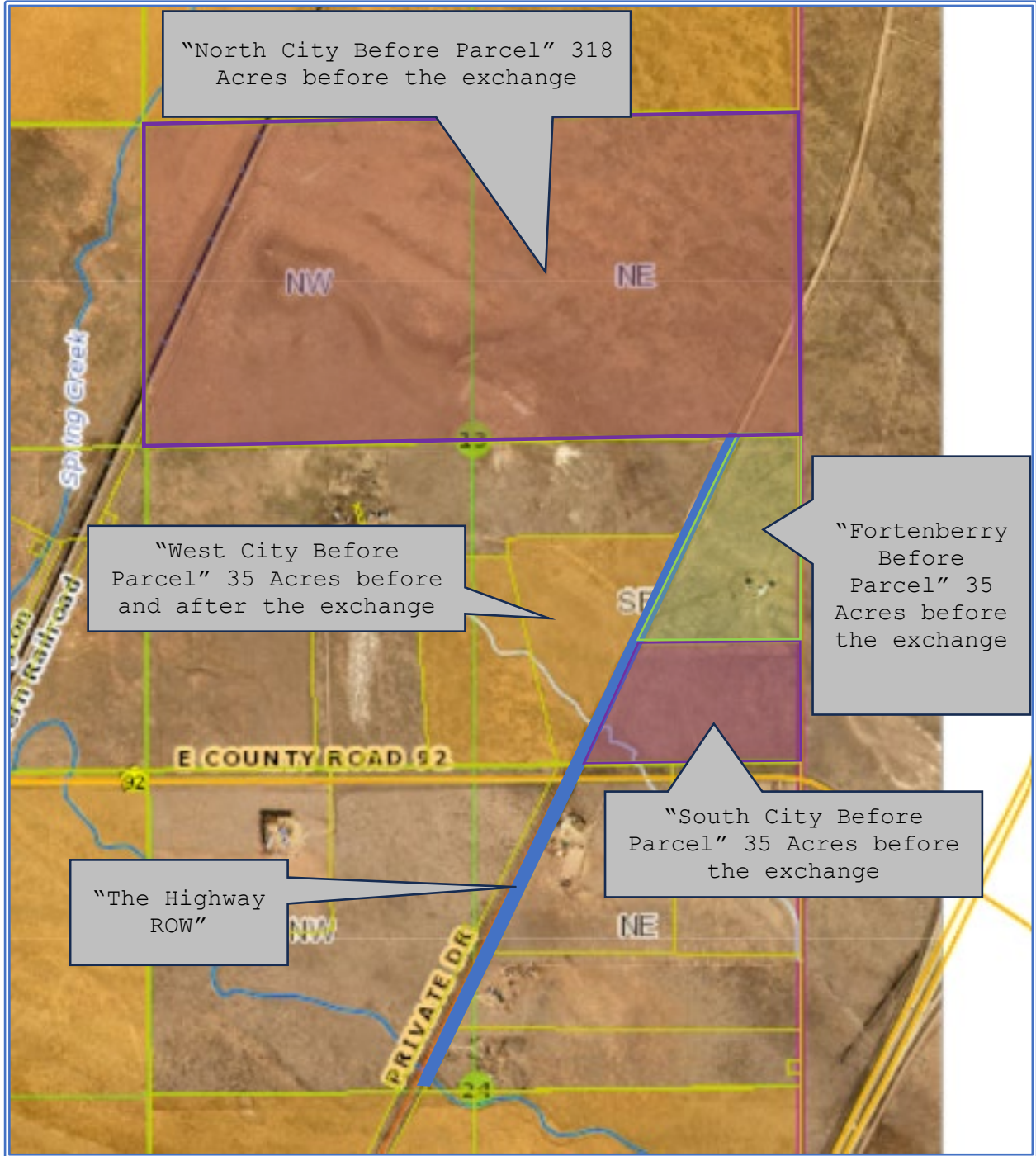


EXHIBIT B

General Depiction of the Fortenberry Exchange Properties and the City Exchange Property

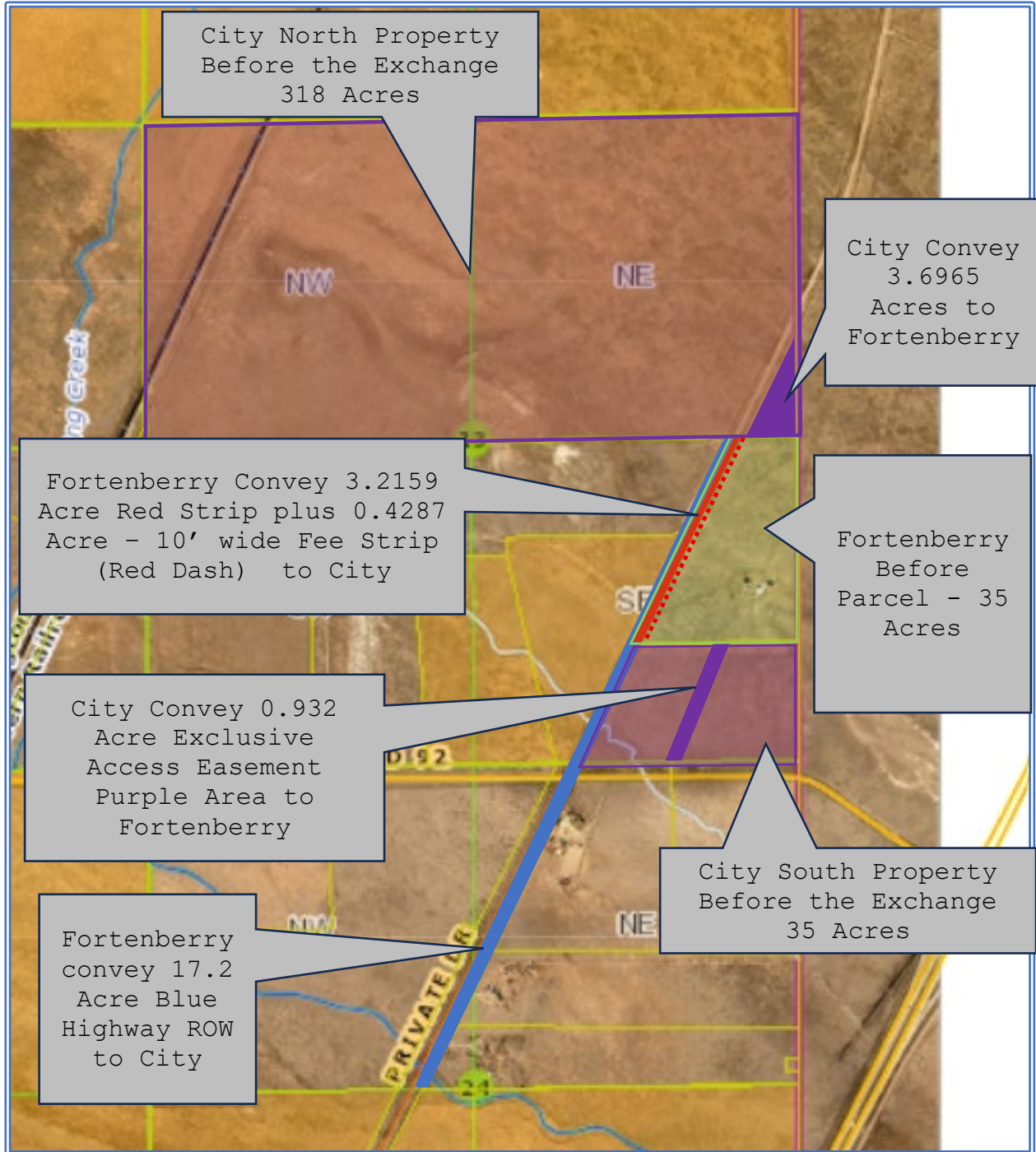


EXHIBIT C

Depiction of the Fortenberrys' After Parcel and the City After Parcel

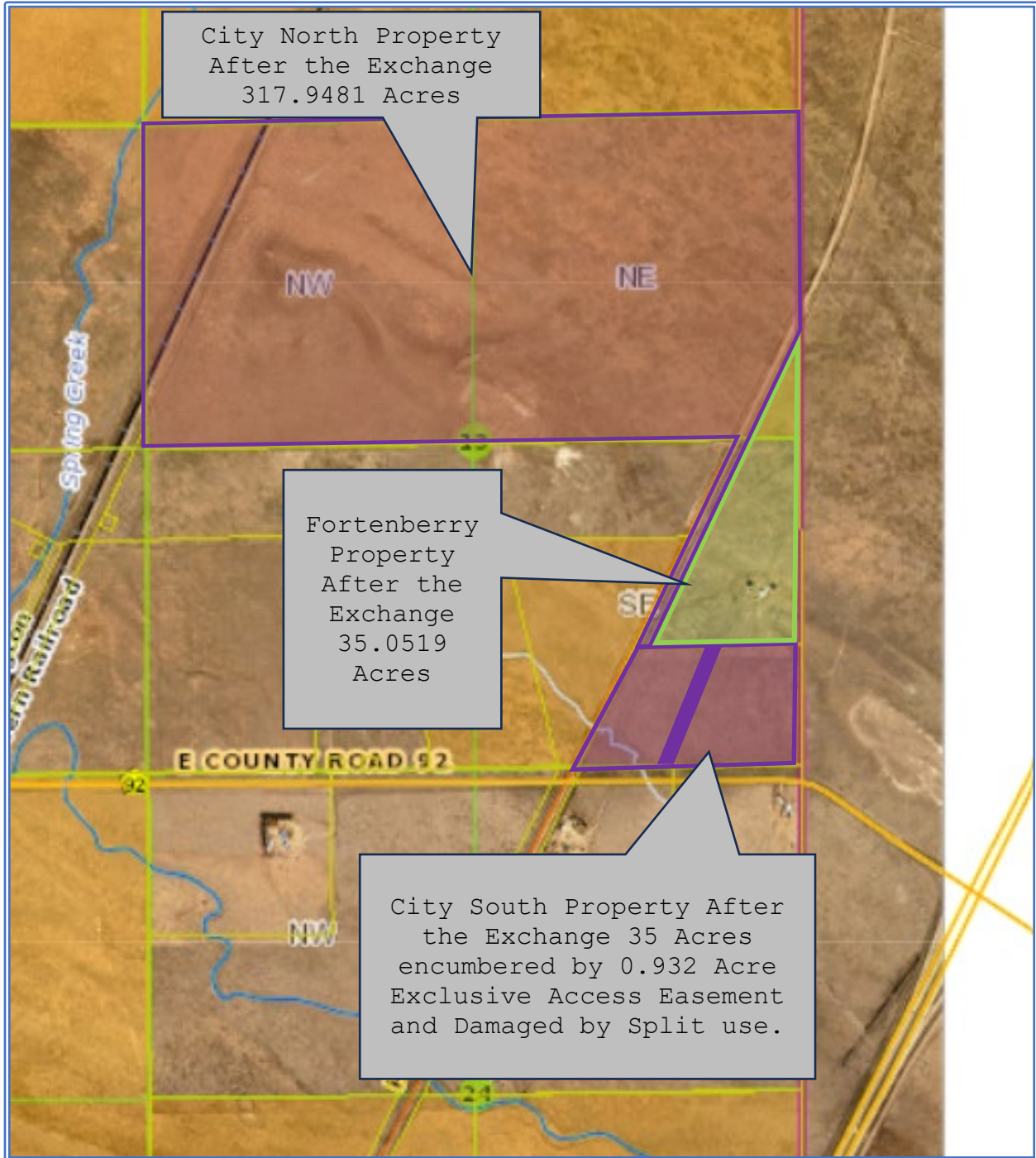
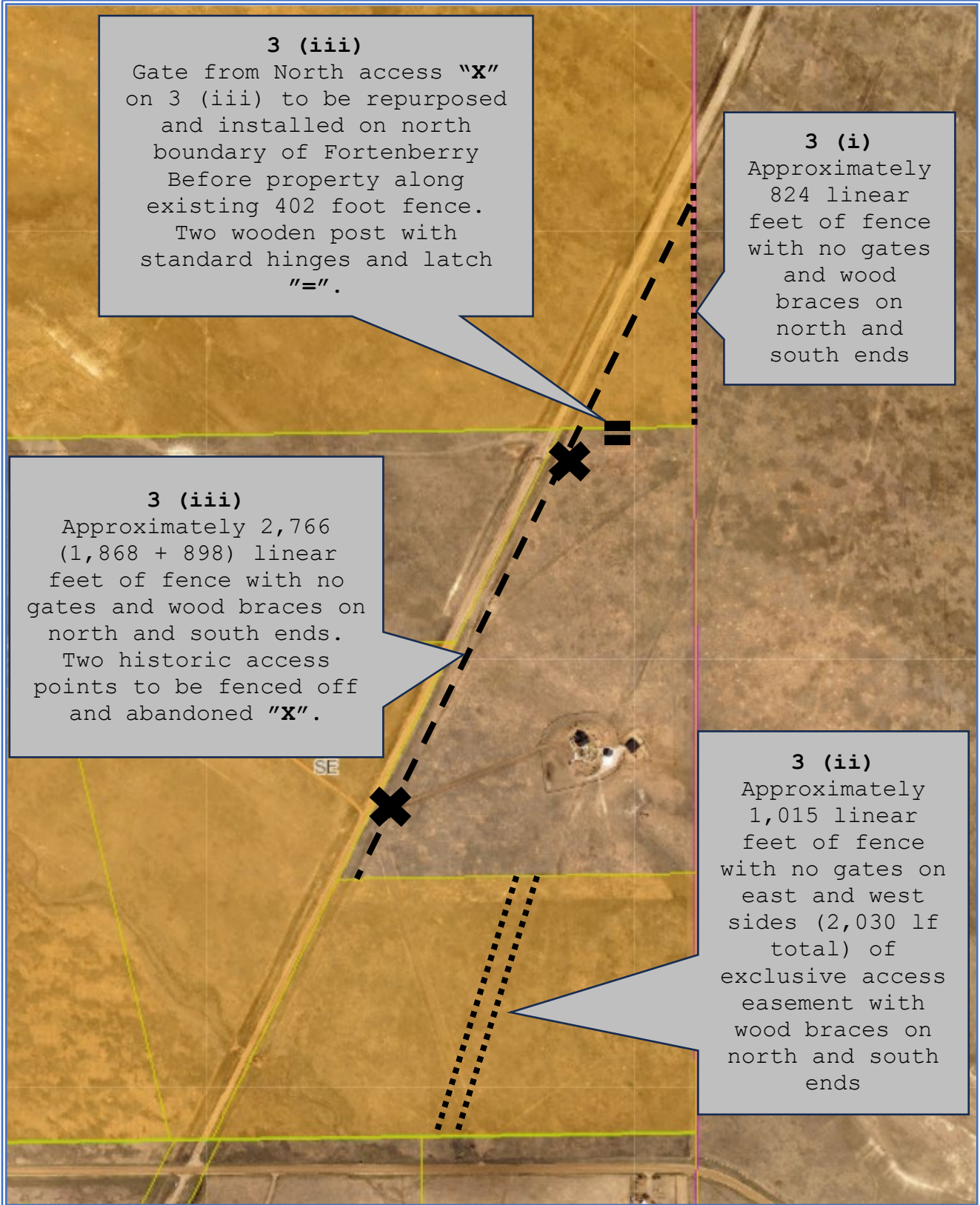


EXHIBIT D -Fence Exhibit



3 (iii)
Gate from North access "X"
on 3 (iii) to be repurposed
and installed on north
boundary of Fortenberry
Before property along
existing 402 foot fence.
Two wooden post with
standard hinges and latch
"=".

3 (i)
Approximately
824 linear
feet of fence
with no gates
and wood
braces on
north and
south ends

3 (iii)
Approximately 2,766
(1,868 + 898) linear
feet of fence with no
gates and wood braces on
north and south ends.
Two historic access
points to be fenced off
and abandoned "X".

3 (ii)
Approximately
1,015 linear
feet of fence
with no gates on
east and west
sides (2,030 lf
total) of
exclusive access
easement with
wood braces on
north and south
ends

Exhibit E

Form of Deed – The Fortenberrys to City of Fort Collins

GENERAL WARRANTY DEED

Grantor: Scott A. Fortenberry and Christine J. Fortenberry

Grantor Signing Authority and Title: By: Scott A. Fortenberry and Christine J. Fortenberry

Grantor Mailing Address: 6808 E County Road 92, Carr, CO 80612

Grantee: City of Fort Collins, Colorado, a municipal corporation

Grantee Signing Authority and Title: Kelly DiMartino, City Manager

Grantee Mailing Address: c/o Real Estate Services, P.O. Box 580, Fort Collins, Colorado 80522

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Property Legal Description: 1 page

Exhibit B-Property Depiction: 1 page

This **GENERAL WARRANTY DEED** is made on the Effective Date between Grantor and Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of the Consideration above and other good and valuable consideration to Grantor in hand, paid by Grantee, the receipt and adequacy of which are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Larimer, State of Colorado, more particularly described on **Exhibit A** and generally depicted on **Exhibit B**, attached hereto and incorporated herein by this reference, which real property shall be hereinafter referred to as the "Property".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto Grantee and its successors and assigns forever. And Grantor, for itself and its personal representatives, successors and assigns, does covenant, grant, bargain, and agree to and with Grantee and its successors and assigns, that at the time of the ensembling and delivery of these presents Grantor is wellseized of the Property; has good, sure, perfect, absolute, and indefeasible

estate in law, in fee simple; has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid; that, except as hereinafter provided, the same are free from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever; and the Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee and Grantee's successors and assigns against all and every person or persons lawfully claiming the whole or any part thereof, subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patentsof record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments, and charges for the year as dated below by Grantor and all subsequent years.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

Scott A. Fortenberry and Christine J. Fortenberry

Date

Exhibit not for Signature

Scott A. Fortenberry

Date

Exhibit not for Signature

Christine J. Fortenberry

STATE OF COLORADO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,
By **Scott A. Fortenberry and Christine J. Fortenberry**.

Witness my hand and official seal.

My Commission expires:

Notary Public

ACCEPTED BY GRANTEE:

Date

Exhibit not for Signature

Kelly DiMartino, City Manager

ATTEST:

Exhibit not for Signature

City Clerk

(Print Name, Title)

APPROVED AS TO FORM:

Exhibit not for Signature

Assistant City Attorney

(Print Name, Title)

Exhibit A to Exhibit E – Legal Description

**DESCRIPTION OF A TRACT OF LAND TO BE CONVEYED
TO THE CITY OF FORT COLLINS
(10' STRIP)**

A STRIP OF LAND 10 FEET IN WIDTH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 14, 1995 AT RECEPTION NO. 95049123 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13 TO BEAR N89°54'11"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON BOTH ENDS BY A 2-1/2" ALUMINUM PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED LS 10855, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTH LINE, N89°54'11"W, A DISTANCE OF 401.78 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG A LINE PARALLEL WITH AND 10.00 FEET (AS MEASURED AT RIGHT ANGLES) EASTERLY OF THE EASTERLY BOUNDARY OF THE ROAD RIGHT-OF-WAY CONVEYED TO LARIMER COUNTY BY QUIT CLAIM DEED RECORDED IN BOOK 654, PAGE 598 (LCCR), S26°52'37"W, A DISTANCE OF 1,867.79 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO THE CITY OF FORT COLLINS RECORDED APRIL 30, 2003 AT RECEPTION NO. 20030057523 (LCCR);
THENCE ALONG SAID NORTH LINE, N89°53'16"W, A DISTANCE OF 11.20 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID ROAD RIGHT-OF-WAY;
THENCE ALONG SAID EASTERLY BOUNDARY, N26°52'37"E, A DISTANCE OF 1,867.79 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 13;
THENCE ALONG SAID NORTH LINE, S89°54'11"E, A DISTANCE OF 11.20 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 18,678 SQUARE FEET (0.4287 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

Water & Sewer\Meadow Springs Ranch 13-11-68\Legals\Fee Pcl to City 10ft.doc



Exhibit B to Exhibit E – Property Depiction

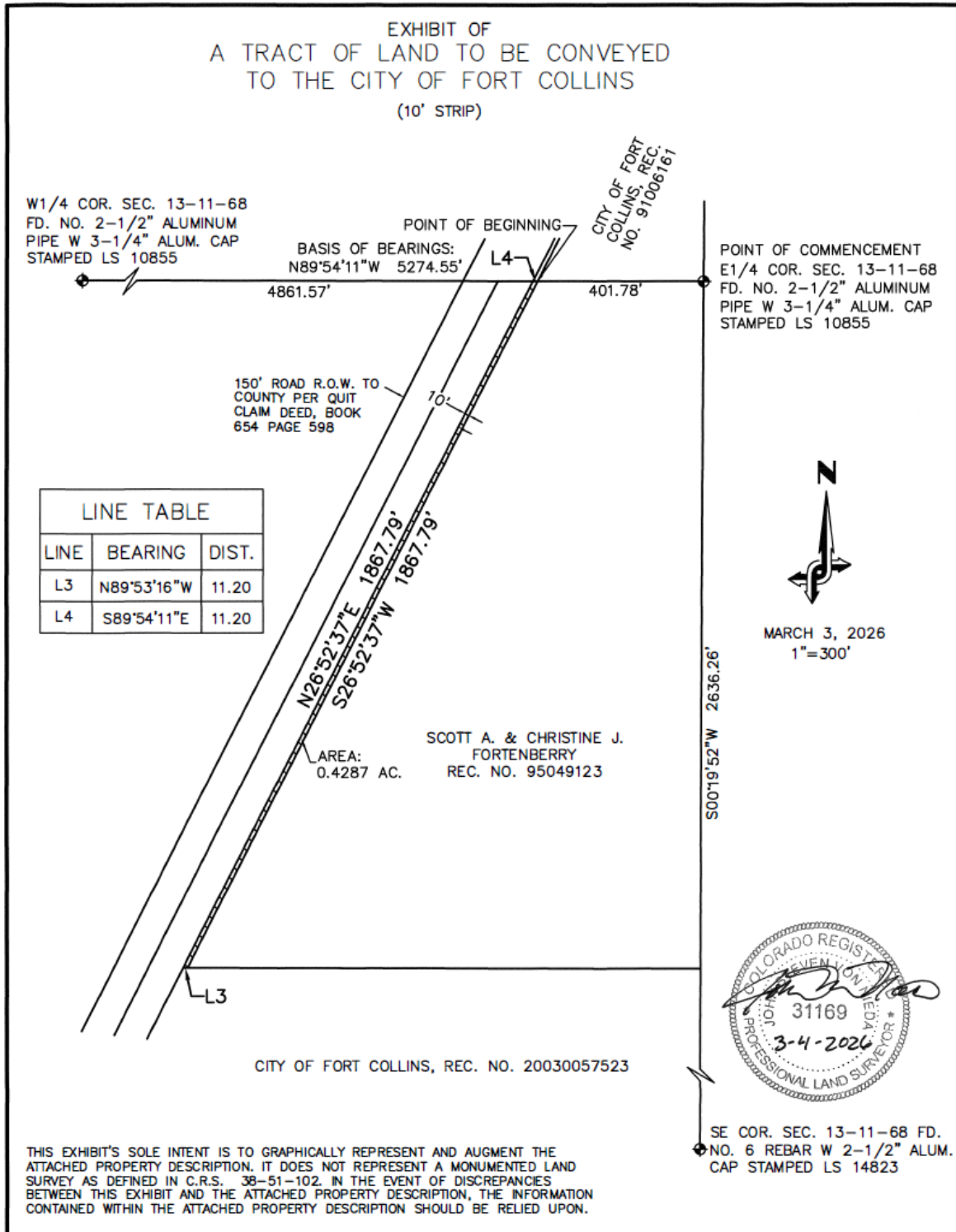


Exhibit F

Form of Deed – The Fortenberrys to City of Fort Collins

SPECIAL WARRANTY DEED

Grantor: Scott A. Fortenberry and Christine J. Fortenberry

Grantor Signing Authority and Title: By: Scott A. Fortenberry and Christine J. Fortenberry

Grantor Mailing Address: 6808 E County Road 92, Carr, CO 80612

Grantee: City of Fort Collins, Colorado, a municipal corporation

Grantee Signing Authority and Title: Kelly DiMartino, City Manager

Grantee Mailing Address: c/o Real Estate Services, P.O. Box 580, Fort Collins, Colorado 80522

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Property Legal Description: 1 page

Exhibit B-Property Depiction: 1 page

This **SPECIAL WARRANTY DEED** is made on the Effective Date between Grantor and Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of the Consideration above and other good and valuable consideration to Grantor in hand, paid by Grantee, the receipt and adequacy of which are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Larimer, State of Colorado, more particularly described on **Exhibit A** and generally depicted on **Exhibit B**, attached hereto and incorporated herein by this reference, which real property shall be hereinafter referred to as the "Property".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto Grantee and its successors and assigns forever. And Grantor, for itself and its personal representatives, successors and assigns, does covenant, grant, bargain, and agree to and with Grantee and its successors and assigns, that at the time of the ensembling and delivery of these presents Grantor is wellseized of the Property; has good, sure, perfect, absolute, and indefeasible

estate in law, in fee simple; has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid; that, except as hereinafter provided, the same are free from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever; and the Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee and Grantee's successors and assigns against all and every person or persons lawfully claiming the whole or any part thereof by, through or under Grantor, subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patents of record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments, and charges for the year as dated below by Grantor and all subsequent years.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

Scott A. Fortenberry and Christine J. Fortenberry

Date

Exhibit not for Signature

Scott A. Fortenberry

Date

Exhibit not for Signature

Christine J. Fortenberry

STATE OF COLORADO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
By **Scott A. Fortenberry and Christine J. Fortenberry**.

Witness my hand and official seal.

My Commission expires:

Notary Public

ACCEPTED BY GRANTEE:

Date

Exhibit not for Signature

Kelly DiMartino, City Manager

ATTEST:

Exhibit not for Signature

City Clerk

(Print Name, Title)

APPROVED AS TO FORM:

Exhibit not for Signature

Assistant City Attorney

(Print Name, Title)

Exhibit A to Exhibit F – Legal Description

**DESCRIPTION OF A TRACT OF LAND TO BE CONVEYED
TO THE CITY OF FORT COLLINS
(75' STRIP)**

A STRIP OF LAND 75 FEET IN WIDTH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 14, 1995 AT RECEPTION NO. 95049123 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); ALSO BEING A PART OF THE ROAD RIGHT-OF-WAY CONVEYED TO LARIMER COUNTY BY QUIT CLAIM DEED RECORDED IN BOOK 654, PAGE 598 (LCCR); SAID STRIP ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13 TO BEAR N89°54'11"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON BOTH ENDS BY A 2-1/2" ALUMINUM PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED LS 10855, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTH LINE, N89°54'11"W, a distance of 412.98 Feet to the **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID ROAD RIGHT-OF-WAY RECORDED IN BOOK 654, PAGE 598, S26°52'37"W, a distance of 1,867.79 Feet TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO THE CITY OF FORT COLLINS RECORDED APRIL 30, 2003 AT RECEPTION NO. 20030057523 (LCCR);

THENCE ALONG SAID NORTH LINE, N89°53'16"W, a distance of 84.00 Feet;
THENCE ALONG THE CENTER LINE OF SAID ROAD RIGHT-OF-WAY RECORDED IN BOOK 654, PAGE 598, N26°52'37"E, a distance of 1,867.76 Feet TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13;
THENCE ALONG SAID NORTH LINE, S89°54'11"E, a distance of 84.01 Feet to the **POINT OF BEGINNING**.

Containing 140,083 Square Feet (3.2159 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

Water & Sewer\Meadow Springs Ranch 13-11-68\Legals\Fee Pd to City 75ft.doc



Exhibit B to Exhibit F – Property Depiction

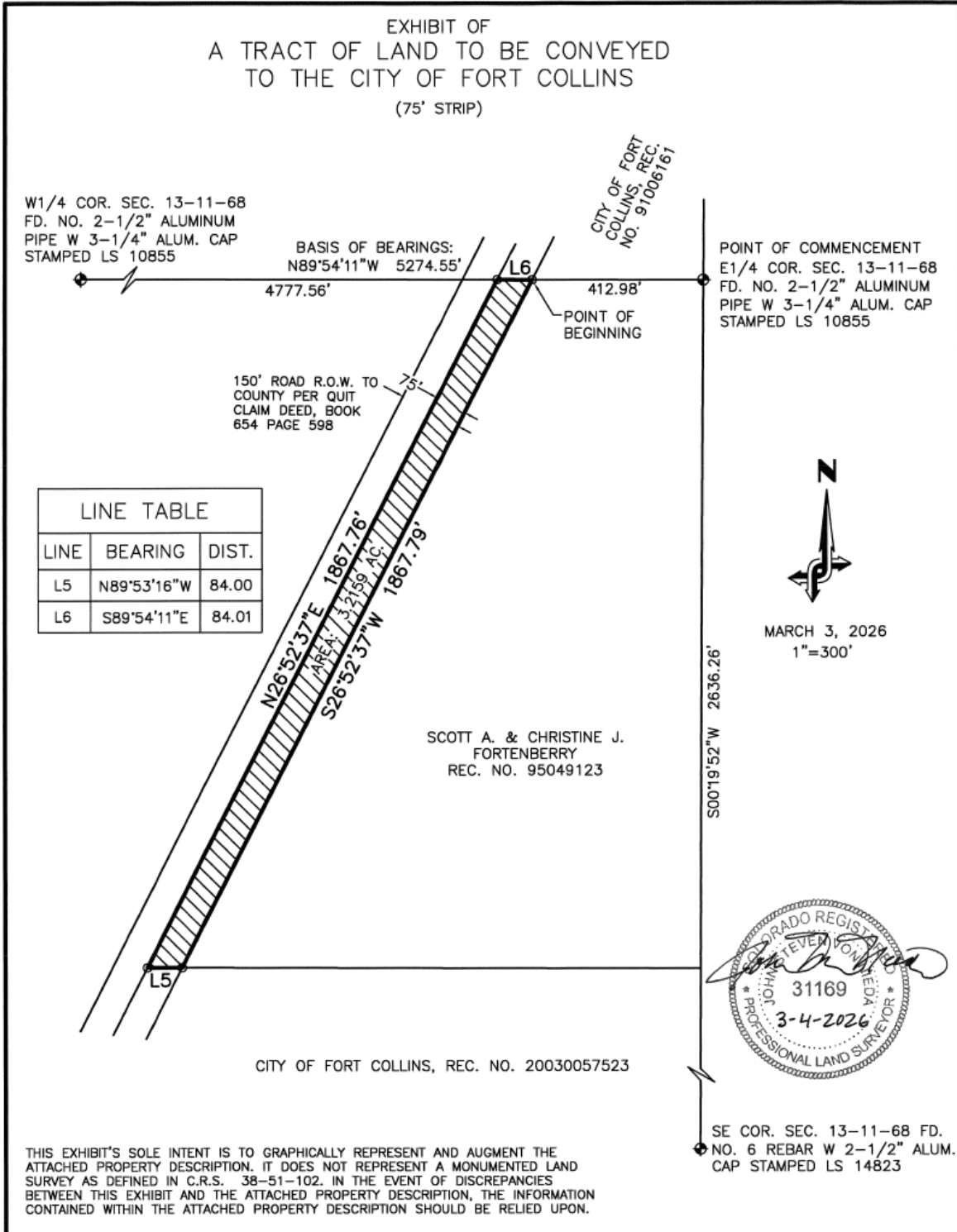


Exhibit G

Form of Deed – The Fortenberrys to City of Fort Collins

BARGAIN AND SALE DEED

Grantor: Scott A. Fortenberry and Christine J. Fortenberry

Grantor Signing Authority and Title: By: Scott A. Fortenberry and Christine J. Fortenberry

Grantor Mailing Address: 6808 E County Road 92, Carr, CO 80612

Grantee: City of Fort Collins, Colorado, a municipal corporation

Grantee Signing Authority and Title: Kelly DiMartino, City Manager

Grantee Mailing Address: c/o Real Estate Services, P.O. Box 580, Fort Collins, Colorado 80522

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Property Legal Description: 1 page

Exhibit B-Property Depiction: 1 page

This **BARGAIN AND SALE DEED** is made on the Effective Date between Grantor and Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of the Consideration above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Grantee, its heirs, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any,, situate, lying, and being in the County of Larimer, State of Colorado described on **Exhibit A** and generally depicted on **Exhibit B**, attached hereto and incorporated herein by this reference, which real property shall be hereinafter referred to as the "Property".

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

Scott A. Fortenberry and Christine J. Fortenberry

Date

Exhibit not for Signature

Scott A. Fortenberry

Exhibit not for Signature

_____)
Date

_____)
Christine J. Fortenberry

STATE OF COLORADO)

)

COUNTY OF _____)

The foregoing BARGAIN AND SALE DEED was acknowledged before me this _____ day of _____, 2026,

By **Scott A. Fortenberry and Christine J. Fortenberry.**

Witness my hand and official seal.

My Commission expires:

Notary Public

ACCEPTED BY GRANTEE:

Date

Exhibit not for Signature

Kelly DiMartino, City Manager

ATTEST:

Exhibit not for Signature

City Clerk

(Print Name, Title)

APPROVED AS TO FORM:

Exhibit not for Signature

Assistant City Attorney

(Print Name, Title)

Exhibit A to Exhibit G – Legal Description

A part of the north ½ of Section 24 and the south ½ of Section 13, Township 11 N, R 68 W, 6th P.M.; being that property described in the first paragraph of the quitclaim deed recorded October 26, 1936 in Book 654, Page 598 in the Office of the Larimer County Clerk and Recorder, being described therein as follows:

A strip of land being 150 feet wide, 75 feet on either side and parallel to the following described center line: beginning at a point on the south line of the north one-half of Section 24, Township 11 N, Range 68W, which bears North 38 degrees 44' E 3,342.5 feet from the SW corner of Section 24, Township 11 N, Range 68W. said point also being Station 1,409-55.5 on center line: thence N. 26 degrees, 37' E 2,987.1 feet to the north line of Section 24, Township 11 N, Range 68W, which point bears N. 89 degrees 56' W. 1,822.9 feet (measured: N. 89 degrees 53'23" W. 1,816.51 feet) from the NE corner of Section 24. Said point also being Station 1,439-42.6 on center line, thence N. 26 degrees 37' E. 2,941.8 feet (measured: N. 26 degrees 52'37" E. 2952.49 feet) to the north line of the south ½ of Section 13, Township 11 N, Range 68W. Said point being Station 1,468-84.4 on center line and which bears N. 10 degrees 52' W. 2,680.2 feet (measured: N. 10 degrees 21'11" W. 2680.70 feet) from the SE corner of Section 13, Township 11 N, Range 68W, said tract containing **20.416 acres** more or less.

The area to be conveyed is less and except:

A STRIP OF LAND 75 FEET IN WIDTH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 14, 1995 AT RECEPTION NO. 95049123 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); ALSO BEING A PART OF THE ROAD RIGHT-OF-WAY CONVEYED TO LARIMER COUNTY BY QUIT CLAIM DEED RECORDED IN BOOK 654, PAGE 598 (LCCR); SAID STRIP ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13 TO BEAR N89°54'11"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON BOTH ENDS BY A 2-1/2" ALUMINUM PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED LS 10855, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTH LINE, N89°54'11 "W, a distance of 412.98 Feet to the POINT OF BEGINNING;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID ROAD RIGHT-OF-WAY RECORDED IN BOOK 654, PAGE 598, S26°52'37"W, a distance of 1,867.79 Feet TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO THE CITY OF FORT COLLINS RECORDED APRIL 30, 2003 AT RECEPTION NO. 20030057523 (LCCR);

THENCE ALONG SAID NORTH LINE, N89°53'16"W, a distance of 84.00 Feet;

THENCE ALONG THE CENTER LINE OF SAID ROAD RIGHT-OF-WAY RECORDED IN BOOK 654, PAGE 598, N26°52'37"E, a distance of 1,867.76 Feet TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13;

THENCE ALONG SAID NORTH LINE, S89°54'11 "E, a distance of 84.01 Feet to the POINT OF BEGINNING.

Containing 140,083 Square Feet (**3.2159 Acres**), more or less, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

The net area to be conveyed is approximately **17.2 Acres** ($20.416 - 3.2159 = 17.2001$).

Exhibit B to Exhibit G – Property Depiction

Depiction of the Highway right of way (ROW) to be conveyed by Bargain and Sale Deed

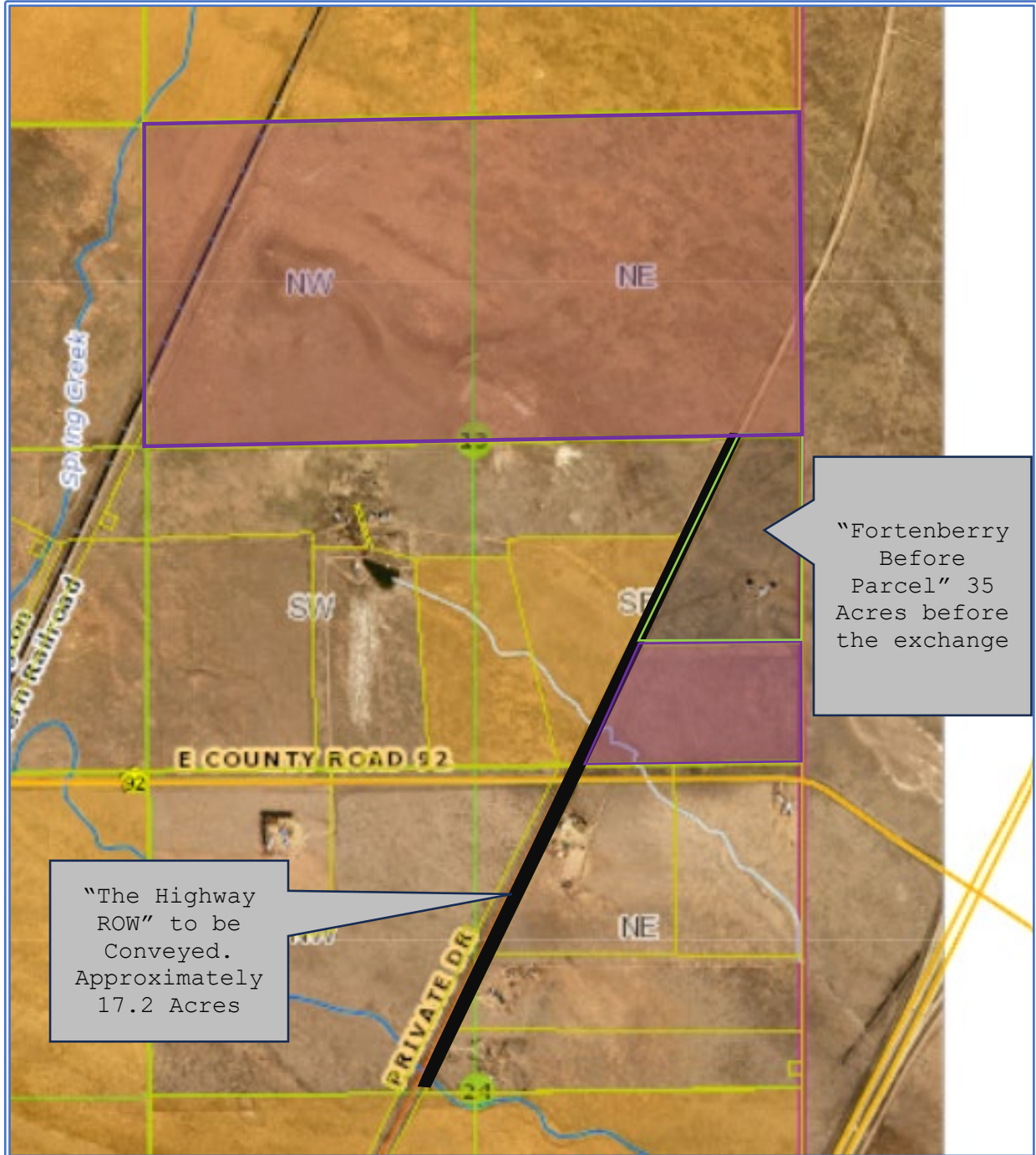


Exhibit H

Form of Easement –City of Fort Collins to Scott A. Fortenberry and Christine J. Fortenberry

EXCLUSIVE APPURTENANT ACCESS EASEMENT

Grantor: City of Fort Collins, Colorado, a municipal corporation
Grantor Signing Authority and Title: Emily Francis, Mayor
Grantee Mailing Address: P.O. Box 580, Fort Collins, Colorado 80522

Grantee: Scott A. Fortenberry and Christine J. Fortenberry
Grantee Signing Authority and Title: Scott A. Fortenberry and Christine J. Fortenberry
Grantee Mailing Address: 6808 E County Road 92, Carr, CO 80612

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Burdened Property Legal Description: 1 page
Exhibit B- Appurtenant Property Legal Description: 1 page
Exhibit C – Easement Legal Description: 1 Page
Exhibit D – Easement Area Depiction: 1 Page

This **EXCLUSIVE APPURTENANT ACCESS EASEMENT** is made on the Effective Date between Grantor and Grantee.

This **EXCLUSIVE APPURTENANT ACCESS EASEMENT WITH TERMS AND CONDITIONS** (the “Easement”) 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 “Burdened Property”).
2. Grantee’s Property. Grantee is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described on **Exhibit B** (the “Appurtenant Property”). The grant of this Exclusive Access Easement is appurtenant to and for the benefit of the Grantee’s property and this easement shall run with the Grantee’s property.
3. 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, exclusive easement (the “Easement”) on, over, under, and across the Property as described more fully on **Exhibit C**, (the “Easement Area”), and generally depicted on **Exhibit D**, 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.

4. Purpose and Use of Easement. Grantee may use the Easement to install, access, operate, maintain, repair, reconstruct, relocate, improve, enlarge, replace, inspect, and remove, at any time and from time to time, the Easement Improvements, and for the temporary storage and staging of materials and equipment. Grantor further grants to Grantee:

- The right of ingress to and egress from the Easement Area over and across Grantor's Property by means of any roads and lanes thereon, or as otherwise agreed in writing by Grantor;
- The right to mark the location of the Easement Area by suitable markers set in the ground;
- The right to install temporary fencing and gates for security and safety purposes during construction activities;
- The right of exclusive use by the Grantee to include the right to exclude entry by the Grantor and any third parties, to the extent allowed by law; and

After initial installation of the Improvements, if Grantee wishes to relocate or replace the Improvements with any other number or type of similar improvements, either in the original location or at any alternate location or locations within the Easement Area, such improvements must be generally consistent with the intended purposes of the Easement, and Grantee must give Grantor advance notice of any change in the type, number or location of improvements and cannot proceed until Grantor has provided its written consent, which shall not be unreasonably withheld or delayed.

5. Maintenance of the Easement Area.

- A. Grantee will maintain the surface of the Easement Area (except for the Easement Improvements) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- B. Grantee 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.

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

7. Recordation. Grantor will record this Easement in the records of the Larimer County Clerk and Recorder and furnish evidence of such recording to Grantee.

8. 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 Easement.
- B. Grantee shall procure, pay for, and keep in full force and effect during the term of this Easement 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.

9. Notices. Any notice or other communication relating to this Easement must be in writing and shall be deemed given (i) when delivered personally, 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 Easement.

10. Default, Remedies and Litigation Expenses. If a party to this Easement 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. In the event a party defaults in any of its covenants or obligations and the party not in default commences and substantially prevails in any legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

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

12. 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 Easement is to be construed and enforced according to the laws of Colorado, and venue in any proceeding related to this Easement shall be in Larimer County, Colorado. If any term of this Easement is determined by any court to be unenforceable, the other terms of this Easement 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 Easement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

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

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

THE CITY OF FORT COLLINS
a Colorado municipal corporation

By: Exhibit not for Signature
Emily Francis, Mayor

Date

ATTEST:

Exhibit not for Signature
(Signature)

(Name)

(Title)

APPROVED AS TO FORM:

Exhibit not for Signature
Assistant City Attorney

(Print Name)

ACCEPTED BY GRANTEE:

GRANTEE:

Scott A. Fortenberry and Christine J. Fortenberry

_____)
Date

Exhibit not for Signature

Scott A. Fortenberry

_____)
Date

Exhibit not for Signature

Christine J. Fortenberry

STATE OF COLORADO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,

By **Scott A. Fortenberry and Christine J. Fortenberry.**

Witness my hand and official seal.

My Commission expires:

Notary Public

Exhibit A to Exhibit H – Burdened Property Legal Description

That portion of the Southeast Quarter of Section 13, Township 11 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, more particularly described as follows: Considering the South line of said Southeast Quarter, as monumented by a Larimer County Survey Monument at the South Quarter corner and at the Southeast corner of said Section, to bear South 89°53'23" East with all bearings contained herein, relative thereto, BEGINNING at the South Quarter corner of said Section; thence along the South line of said Southeast Quarter South 89°53'23" East 831.73 feet to the Southeast corner of that certain parcel described in Book 2171 at Page 1131, said point being the TRUE POINT OF BEGINNING, said point being described therein as being on the centerline of old U.S. Highway 87; thence along the Easterly line of said parcel North 26°52'43" East 1084.83 feet; thence South 89°53'23" East 1331.62 feet to the East line of said Southeast Quarter; thence along said East line South 00°19'42" West 968.58 feet to the Southeast corner of said Section; thence along the South line of said Southeast Quarter North 89°53'23" West 1816.52 feet more or less to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado

Exhibit B to Exhibit H – Appurtenant Property Legal Description

That portion of the Southeast Quarter of Section 13, Township 11 North, Range 68 West of the 6th P. M., County of Larimer, State of Colorado, more particularly described as follows:

Considering the South line of said Southeast Quarter, as monumented by a Larimer County Survey Monument at the South Quarter corner and at the Southeast corner of said Section, to bear South 89 degrees 53 minutes 23 seconds East with all bearings contained herein relative thereto.

Beginning at the South Quarter corner of said Section;
thence along the South line of said Southeast Quarter South 89 degrees 53 minutes 23 seconds East 831.73 feet to the Southeast corner of that certain parcel described in Book 2171 at Page 1131, said point being described therein as being on the centerline of old U. S. Highway 87;
thence along the Easterly line of said parcel North 26 degrees 52 minutes 43 seconds East 1084.83 feet to the TRUE POINT OF BEGINNING,
thence continuing along said Easterly line North 26 degrees 52 minutes 43 seconds East 1867.86 feet to the East-West centerline of said Section;
thence along said Centerline South 89 degrees 54 minutes 02 seconds East 496.71 feet to the East Quarter corner of said Section;
thence along the East line of said Southeast Quarter South 00 degrees 19 minutes 42 seconds West 1667.80 feet;
thence North 89 degrees 53 minutes 23 seconds West 1331.62 feet more or less to the TRUE POINT OF BEGINNING.

County of Larimer, State of Colorado.

Exhibit A to Exhibit H – Easement Legal Description

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

A 40' WIDE STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED APRIL 30, 2003 AT RECEPTION NO. 20030057523 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13, AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 TO BEAR N89°53'23"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON ITS EAST END BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED LS 14823, AND ON ITS WEST END BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED LS 29413, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, N89°53'23"W, A DISTANCE OF 866.26 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE, N89°53'23"W, A DISTANCE OF 41.92 FEET;

THENCE N17°30'28"E, A DISTANCE OF 1,014.91 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT DESCRIBED AT RECEPTION NO. 20030057523; THENCE ALONG SAID NORTH LINE, S89°53'16"E, A DISTANCE OF 41.92 FEET; THENCE S17°30'28"W, A DISTANCE OF 1,014.91 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 40,596 SQUARE FEET (0.932 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



Exhibit B to Exhibit H – Easement Depiction

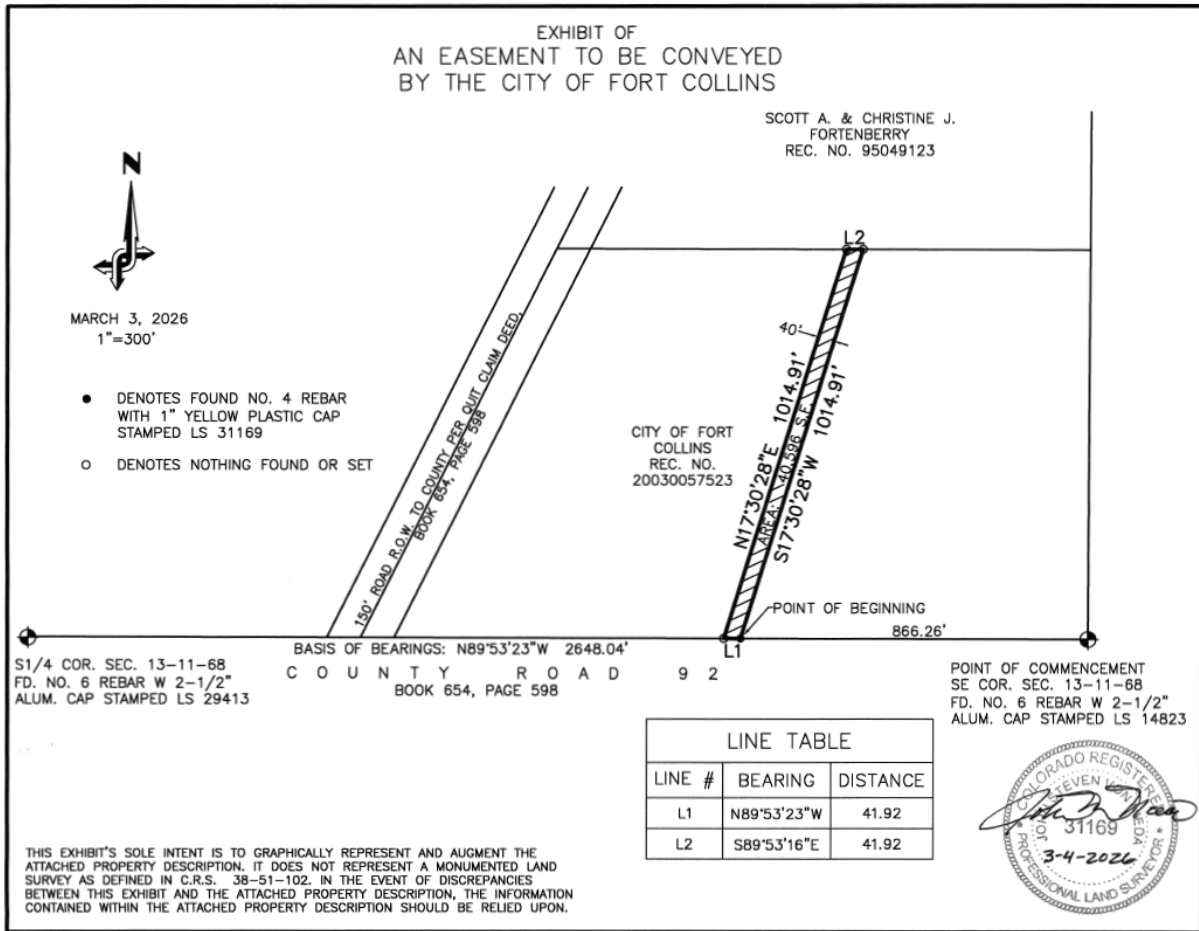


Exhibit I

Form of Deed –City of Fort Collins to Scott A. Fortenberry and Christine J. Fortenberry

SPECIAL WARRANTY DEED

Grantor: City of Fort Collins, Colorado, a municipal corporation
Grantor Signing Authority and Title: Emily Francis, Mayor
Grantee Mailing Address: P.O. Box 580, Fort Collins, Colorado 80522

Grantee: Scott A. Fortenberry and Christine J. Fortenberry
Grantee Signing Authority and Title: Scott A. Fortenberry and Christine J. Fortenberry
Grantee Mailing Address: 6808 E County Road 92, Carr, CO 80612

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Property Legal Description: 1 page
Exhibit B-Property Depiction: 1 page

This **SPECIAL WARRANTY DEED** is made on the Effective Date between Grantor and Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of the Consideration above and other good and valuable consideration to Grantor in hand, paid by Grantee, the receipt and adequacy of which are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Larimer, State of Colorado, more particularly described on **Exhibit A** and generally depicted on **Exhibit B**, attached hereto and incorporated herein by this reference, which real property shall be hereinafter referred to as the "Property".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and

remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto Grantee and its successors and assigns forever. And Grantor, for itself and its personal representatives, successors and assigns, does covenant, grant, bargain, and agree to and with Grantee and its successors and assigns, that at the time of the enrolling and delivery of these presents Grantor is wellseized of the Property; has good, sure, perfect, absolute, and indefeasible estate in law, in fee simple; has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid; that, except as hereinafter provided, the same are free from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever; and the Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee and Grantee's successors and assigns against all and every person or persons lawfully claiming the whole or any part thereof by, through or under Grantor, subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patents of record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments, and charges for the year as dated below by Grantor and all subsequent years.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

THE CITY OF FORT COLLINS
a Colorado municipal corporation

By: **Exhibit not for Signature**
Emily Francis, Mayor

Date

ATTEST:

Exhibit not for Signature
(Signature)

(Name)

(Title)

APPROVED AS TO FORM:

Exhibit not for Signature
Assistant City Attorney

(Print Name)

ACCEPTED BY GRANTEE:

GRANTEE:

Scott A. Fortenberry and Christine J. Fortenberry

Date

Exhibit not for Signature

Scott A. Fortenberry

Date

Exhibit not for Signature

Christine J. Fortenberry

STATE OF COLORADO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2026,
By **Scott A. Fortenberry and Christine J. Fortenberry.**

Witness my hand and official seal.

My Commission expires:

Notary Public

Exhibit A to Exhibit I – Legal Description

**DESCRIPTION OF A TRACT OF LAND TO BE CONVEYED
BY THE CITY OF FORT COLLINS**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED FEBRUARY 13, 1991 AT RECEPTION NO. 91006161 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 13, AND CONSIDERING THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 13 TO BEAR N89°54'11"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON BOTH ENDS BY A 2-1/2" ALUMINUM PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED LS 10855, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, N89°54'11"W, A DISTANCE OF 401.78 FEET; THENCE ALONG A LINE PARALLEL WITH AND 10.00 FEET (AS MEASURED AT RIGHT ANGLES) EASTERLY OF THE EASTERLY BOUNDARY OF THE ROAD RIGHT-OF-WAY CONVEYED TO LARIMER COUNTY BY QUIT CLAIM DEED RECORDED IN BOOK 665, PAGE 257 (LCCR), N26°52'37"E, A DISTANCE OF 897.84 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 13; THENCE ALONG SAID EAST LINE, S00°17'38"W, A DISTANCE OF 801.55 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 161,023 SQUARE FEET (3.6965 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



Exhibit B to Exhibit I – Property Depiction

