

TEMPORARY CONSTRUCTION EASEMENT
(City Property)

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

Grantor Signing Authority and Title: Jenni Arndt, Mayor

Grantor Mailing Address: C/O Real Estate Services,
P.O. Box 580,

Fort Collins, Colorado 80522

Grantor Phone Number/Email: (970) 221-6211 / RealEstateServices@fcgov.com

Grantee: Board of County Commissioners of Larimer County, Colorado

Grantee Signing Authority and Title: John Kefalas, Chair

Grantee Mailing Address: PO Box 1190, Fort Collins, CO 80521

Grantee Phone Number/Email: 970-498-5710 / jcore@larimer.org

Project: CR 40 Improvement Project, including the installation of certain Drainage Improvements, being two (2) eighteen (18) inch corrugated steel pipe culverts, squash pipes, rip-rap, and related improvements

Effective Date: Date of mutual execution

Expiration Date: One (1) year after the Effective Date

Consideration: \$141.00

Exhibit A – Larger Parcel Description: 1 page

Exhibit B – TCE Area Legal Description and Depiction: 4 pages

This **TEMPORARY CONSTRUCTION EASEMENT** (the “TCE”) is made and entered into by and between Grantor and Grantee on the dates written below, and the above referenced Exhibits A through B are attached to and made a part of this TCE.

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 “Larger Parcel”).

2. Grant of Easement. 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 temporary construction easement (the “Easement”) on, over, under, and across that certain portion of the Larger Parcel described more fully and depicted on **Exhibit B** (the “TCE Area”), subject to the conditions and restrictions set forth below.

3. Purpose and Use of Easement.

A. During the term of this TCE, Grantee may use the TCE Area for the following temporary activities related to the Project (defined above):

- i. Construction activities;
- ii. Marking the location of the TCE Area by suitable markers set in the ground;
- iii. Storage and staging of materials and equipment;
- iv. Fencing and gates for security and safety purposes;
- v. Ingress and egress to the construction site;
- vi. The right to use existing gates in all fences which now cross or shall hereafter cross the TCE Area.

B. Grantee's use of the Easement is subject to the following:

- i. Grantee may only access the TCE Area from any adjoining public right of way or other legal access point, and Grantee has no right of ingress and egress across any portion of the Larger Parcel not included in the TCE Area;
- ii. If Grantor's main access to the Larger Parcel is located within the TCE Area, Grantee must allow for Grantor's reasonable access to the Larger Parcel;
- iii. All activities by Grantee in the TCE Area must be carried out in a manner and on a schedule reasonably expected to minimize disturbance to the natural features of said property and Grantor's intended purposes and uses therefor; Grantee shall protect all trees located on the Larger Parcel from any damage by Grantee's construction activities;
- iv. Grantee shall restore the TCE Area in accordance with Section 6 below;
- v. Grantee shall provide Grantor notice of the date it intends to commence construction operations for the Project, insofar as said operations pertain to the TCE Area, at least seven (7) calendar days prior to such date, and such notice shall include any construction plans and construction schedule for the Project. Grantee shall coordinate such work in the TCE Area with Grantor;
- vi. All activities by Grantee within the TCE Area must be carried out in a secure and sanitary manner and to prevent injury or damage to persons or property;
- vii. Grantee shall provide Grantor notice of any accident, emergency, or other dangerous or hazardous occurrence in the TCE Area within one calendar day of such occurrence and Grantee must make best efforts to correct or mitigate any such occurrence as soon as practicably possible; and
- viii. Grantee shall not be permitted to enter any portion of any building located within the TCE Area without obtaining the prior written consent of Grantor.

4. Grantor's Rights in the TCE Area. For security and safety, the TCE will be fenced off and access to the TCE by Grantor or any other party is not permitted.

5. Maintenance of the TCE Area. During the term of this TCE, the Grantee will maintain the surface of the TCE Area, specifically limited to any conditions directly caused by Grantee's use and occupancy of the TCE Area or conditions reasonably within Grantee's control. Grantee will not release, or permit, or allow to be released any hazardous or combustible substance or material within the TCE Area.

6. Restoration of TCE Area.

- A. Prior to the Expiration Date, Grantee, in accordance with the requirements of this Section 6, will make such repairs or take such other action as may be necessary to restore the TCE Area to a condition comparable to its condition as of the Effective Date (the “Construction Repairs”), including but not limited to the reseeding and replanting of any disturbed areas, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee’s activities.
- B. The Grantee agrees to provide to Grantor a one-year maintenance guarantee and a one-year repair guarantee covering the design, construction, and maintenance of the Construction Repairs (the “Restoration Guarantees”). The Restoration Guarantees shall commence upon the date of the City’s final approval and acceptance of the Construction Repairs, which shall be in writing (the “Final Approval”). Subject to the foregoing, the ownership of the Construction Repairs shall pass to Grantor upon Final Approval.

7. Term. This TCE will commence on the Effective Date and will automatically terminate thirty (30) days after final completion of the Project, but in no event later than the Expiration Date. No extension of this TCE term shall be effective unless an amendment hereto is executed by both parties, and no release or notice of termination shall be required to be filed to evidence the automatic termination of this TCE.

8. No Recordation. The parties agree that this TCE shall not be recorded by either party.

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

10. Representations of Grantor. Grantor makes no representations or warranties as to the lawful ownership of the Larger Parcel.

11. 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 the Grantee’s use of the TCE Area or other activities on the Larger Parcel. 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 Larger Parcel, including but not limited to the construction, installation, operation, repair, and maintenance of improvements within the TCE Area, and for any actions or omissions by Grantee in violation of this TCE. Nothing shall require Grantee to indemnify Grantor from any claim or liability, including reasonable attorney’s fees and costs, for claims arising from the negligence or willful misconduct of Grantor.

- B. Grantee shall procure, pay for, and keep in full force and effect during the term of the TCE a comprehensive policy of general liability insurance 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 TCE Area or on Grantor's Larger Parcel (including acts or omissions of Grantee or of its officers, employees, or agents), and protection against liability for non-owned and hired automobiles.
 - C. 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.
 - D. 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 the Grantee reasonable notice of its election to do so, to take out and maintain such insurance at the expense of the Grantee, and in such event the cost of such insurance shall be paid for by the Grantee promptly upon receipt of an invoice covering such charges.
12. Notice. Any notice or other communication relating to this TCE must be in writing and shall be deemed given upon actual receipt at the physical or electronic mailing addresses set forth above, which may be amended by providing written notice to the other party.
13. Default, Remedies and Litigation Expenses. If a party to this TCE is in default in performance of its respective obligations hereunder, the other party has the right to an action for specific performance and/or damages. 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.
14. Assignment. The Grantee may not assign its rights under this TCE without the prior written consent of the Grantor.
15. 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 of the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, and assigns. The parties agree that this TCE is to be construed and enforced according to the laws of Colorado, and venue for any proceeding relating to the subject matter of this TCE shall be in Larimer County, Colorado. If any term of this TCE is determined by any court to be unenforceable, the other terms of this TCE 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 TCE as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

16. Final Agreement. This TCE represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes and replaces all previous oral and written representations, understandings, and agreements between the parties pertaining to the subject matter of this TCE.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date(s) written below, but this TCE shall be effective as of the Effective Date; and the Grantor has caused this TCE to be executed pursuant to Ordinance No. ____, 2025, passed on final reading by the City Council of the City of Fort Collins on _____, 2025.

[Signatures on the following page(s)]

GRANTOR:

Date: _____

Jeni Arndt, Mayor

ATTEST:

Delynn Coldiron, City Clerk

APPROVED AS TO FORM:

Ted Hewitt, Assistant City Attorney

ACCEPTANCE BY GRANTEE:

**Board of County Commissioners of Larimer
County, Colorado**

Date: _____

John Kefalas, Chair

ATTEST:

Signature

(Name, Title)

Exhibit A
Larger Parcel
 (Page 1 of 1)

Description:

164.876 acres, more or less, located in the Southwest Quarter (SW/4) of Section 27 and 28, T7N, R68W, 6th PM, Larimer County, Colorado, being more particularly described in the Special Warranty Deed from Cottonwood Land and Farms, LLC, to the City of Fort Collins, Colorado, dated February 11, 2014, recorded at Reception No. 20140008160, Clerk and Recorder's Records, Larimer County, Colorado.

Location Address:

4109 East Horsetooth Road
 Fort Collins, Colorado 80525

Assessor Parcel Number(s):

8728400901 & 8728400902

Map:

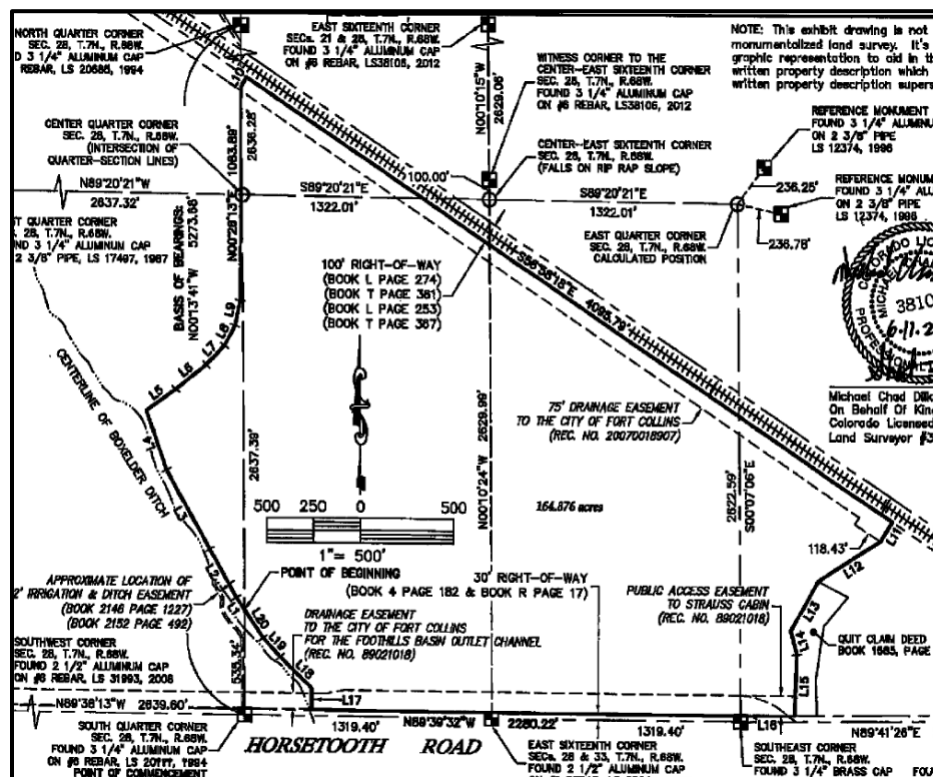


Exhibit B

TCE Legal Description and Depiction
(Page 1 of 4)

A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PARCEL OF LAND LOCATED IN
THE SE1/4 OF THE SE1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF LARIMER, STATE OF COLORADO

THE FOLLOWING IS A LEGAL DESCRIPTION FOR A TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF
SECTION 28, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY,
COLORADO, ALSO BEING A PART OF RECEPTION NUMBER 20140008160 AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, SAID CORNER BEING MARKED
BY A 3.25 INCH ALUMINUM CAP ON A #6 REBAR STAMPED P.L.S. 31169, 2019, AND CONSIDERING THE
SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID
SECTION 28 TO BEAR N89° 22' 33"W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N89° 22' 33"W, A DISTANCE OF 386.64 FEET TO A POINT ON SAID SOUTH LINE;

THENCE N00° 37' 27"E, A DISTANCE OF 30.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH
RIGHT-OF-WAY (R-O-W) LINE OF LARIMER COUNTY ROAD 40 (CR40) PER BOOK R, PAGE 17, SAID
POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N89° 22' 33"W, A DISTANCE OF 5.00 FEET ALONG THE SAID NORTH R-O-W LINE;
THENCE DEPARTING SAID R-O-W N00° 01' 01"E A DISTANCE OF 67.24 FEET;
THENCE S89° 58' 49"E A DISTANCE OF 20.00 FEET;
THENCE S00° 01' 01"W A DISTANCE OF 67.45 FEET, MORE OR LESS, TO AFORESAID R-O-W;
THENCE ALONG SAID R-O-W N89° 22' 33"W A DISTANCE OF 5.00 FEET;
THENCE DEPARTING SAID R-O-W N00° 01' 01"E A DISTANCE OF 62.40 FEET;
THENCE N89° 58' 49"W A DISTANCE OF 10.00 FEET;
THENCE S00° 01' 01"W A DISTANCE OF 62.29 FEET, MORE OR LESS, TO AFORESAID R-O-W AND THE
POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 0.017 ACRES OR 723.45 SQUARE FEET,
MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS AND RIGHT OF WAYS OF RECORD OR THAT
EXIST ON THE GROUND.

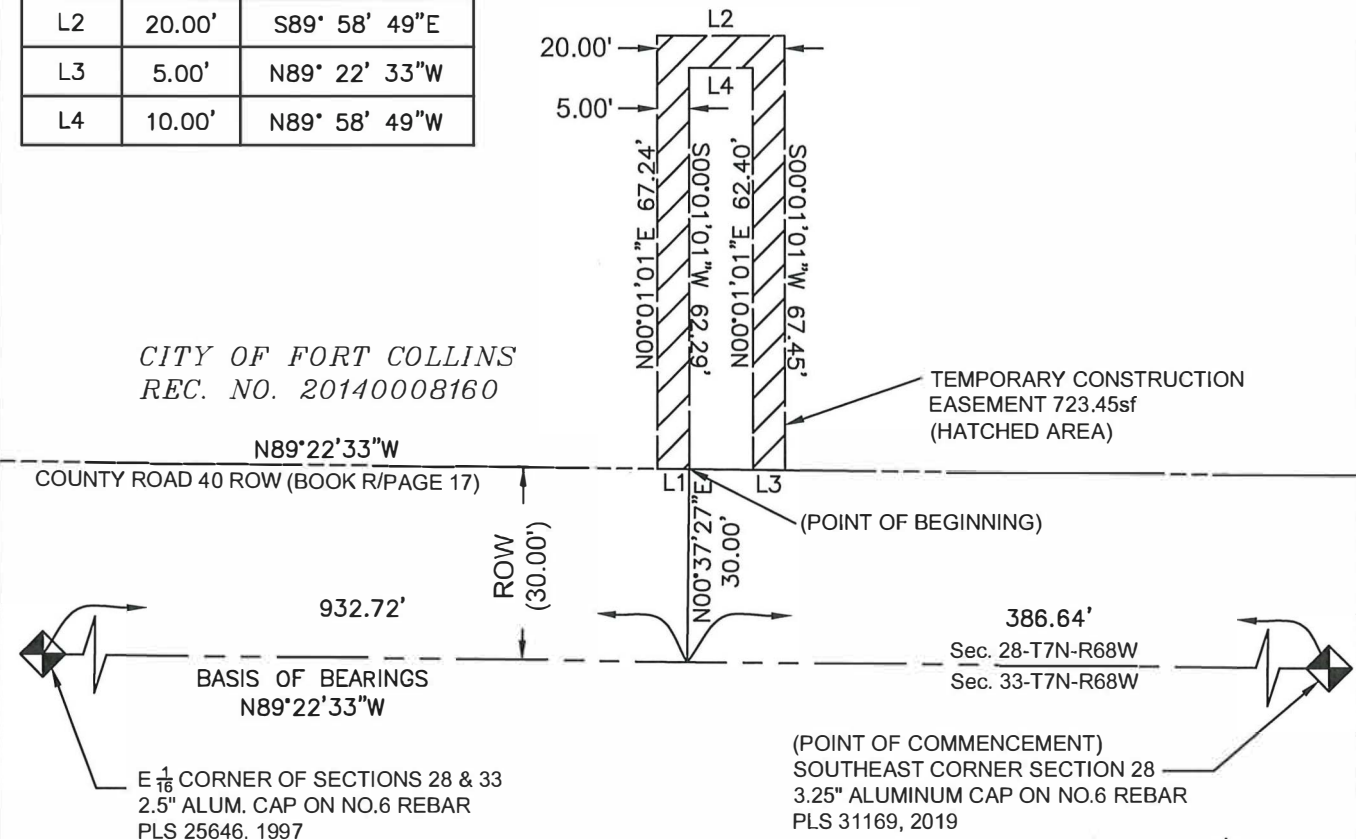


Celine M. Bromley – on behalf of Larimer County
Colorado Licensed Professional Land Surveyor #38779

EXHIBIT B

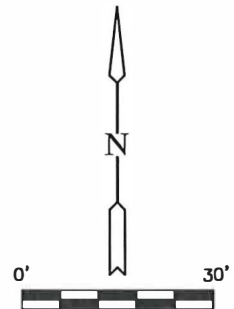
A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PARCEL OF LAND LOCATED IN THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

Line Table		
Line #	Length	Bearing
L1	5.00'	N89° 22' 33"W
L2	20.00'	S89° 58' 49"E
L3	5.00'	N89° 22' 33"W
L4	10.00'	N89° 58' 49"W



LEGEND

- PROPOSED TEMPORARY EASEMENT
- EXISTING ROW
- SECTION LINE



ENGINEERING DEPARTMENT
200 WEST OAK, SUITE 3000
POST OFFICE BOX 1190
FORT COLLINS, COLORADO 80522-1190
(970)498-5700
(970)498-7986 FAX

EXHIBIT B

A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PARCEL OF LAND LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

THE FOLLOWING IS A LEGAL DESCRIPTION FOR A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, ALSO BEING A PART OF RECEPTION NUMBER 20140008160 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, SAID CORNER BEING MARKED BY A 3.25 INCH ALUMINUM CAP ON A #6 REBAR STAMPED P.L.S. 31169, 2019, AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 28 TO BEAR N89° 22' 33"W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N89° 22' 33"W, A DISTANCE OF 1241.22 FEET TO A POINT ON SAID SOUTH LINE;

THENCE N00° 37' 27"E, A DISTANCE OF 30.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY (R-O-W) LINE OF LARIMER COUNTY ROAD 40 (CR40) PER BOOK R, PAGE 17, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N89° 22' 33"W, A DISTANCE OF 5.34 FEET ALONG THE SAID NORTH R-O-W LINE;

THENCE DEPARTING SAID R-O-W N21° 01' 41"E A DISTANCE OF 67.31 FEET;

THENCE S68° 58' 19"E A DISTANCE OF 20.00 FEET;

THENCE S21° 01' 41"W A DISTANCE OF 59.88 FEET, MORE OR LESS, TO AFORESAID R-O-W;

THENCE ALONG SAID R-O-W N89° 22' 33"W A DISTANCE OF 5.34 FEET;

THENCE DEPARTING SAID R-O-W N21° 01' 41"E A DISTANCE OF 56.74 FEET;

THENCE N68° 58' 19"W A DISTANCE OF 10.00 FEET;

THENCE S21° 01' 41"W A DISTANCE OF 60.45 FEET, MORE OR LESS, TO AFORESAID R-O-W AND THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 0.016 ACRES OR 685.95 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS AND RIGHT OF WAYS OF RECORD OR THAT EXIST ON THE GROUND.



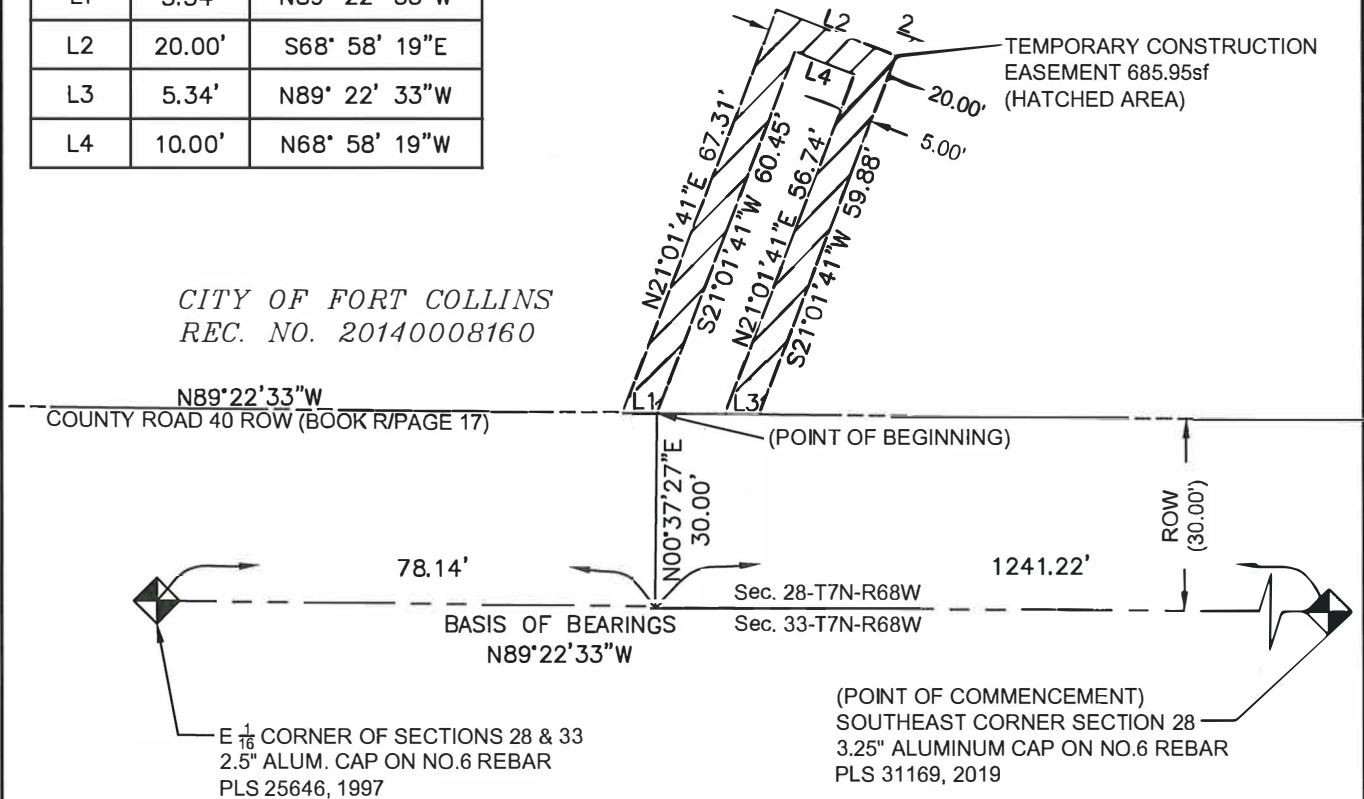
Celine M. Bromley – on behalf of Larimer County
Colorado Licensed Professional Land Surveyor #38779

EXHIBIT B

A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PARCEL OF LAND LOCATED IN THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

Line Table		
Line #	Length	Bearing
L1	5.34'	N89° 22' 33"W
L2	20.00'	S68° 58' 19"E
L3	5.34'	N89° 22' 33"W
L4	10.00'	N68° 58' 19"W

CITY OF FORT COLLINS
REC. NO. 20140008160

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- EXISTING RIGHT OF WAY LINE
- SECTION LINE

**ENGINEERING DEPARTMENT**

200 WEST OAK, SUITE 3000
POST OFFICE BOX 1190
FORT COLLINS, COLORADO 80522-1190
(970)498-5700
(970)498-7986 FAX