

ORDINANCE NO. 170, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE CONVEYANCE OF A PERMANENT NON-EXCLUSIVE UTILITY  
EASEMENT ON PROPERTY JOINTLY OWNED BY THE CITY OF FORT COLLINS  
AND THE CITY OF LOVELAND AT THE NORTHERN COLORADO REGIONAL  
AIRPORT TO THE FORT COLLINS-LOVELAND WATER DISTRICT

WHEREAS, the City of Fort Collins (“City”) and the City of Loveland (“Loveland”) (collectively, the “Cities”) jointly own property located in Loveland (the “Property”) known as the Northern Colorado Regional Airport (the “Airport”); and

WHEREAS, the Cities currently operate and maintain the Airport pursuant to that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Airport dated January 22, 2015, as amended (the “IGA”); and

WHEREAS, in connection with the expansion of its public water systems, the Fort Collins-Loveland Water District (the “District”) has requested the Cities grant it an easement (the “Easement”) over Airport property for the installation of a regional waterline that will, in part, service residents of southern Fort Collins; and

WHEREAS, as consideration to the Airport and the Cities, the District will install water service infrastructure in locations to be determined by Airport staff that will extend service to portions of Airport property anticipated for future development in accordance with the Airport Master Plan; and

WHEREAS, a professional appraiser valued the Easement to be conveyed and the new infrastructure to benefit the Airport, and has determined that the value of the infrastructure exceeds the value of the Easement; and

WHEREAS, the Cities desire to grant the Easement on the terms and conditions more fully set forth in the Easement Agreement attached hereto as Exhibit A and incorporated herein by this reference (the “Easement Agreement”); and

WHEREAS, City Code Section 23-111(a) authorizes the City Council to sell, convey, or otherwise dispose of any interest in real property owned by the City, provided that the City Council first finds, by ordinance, that such sale or disposition is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby finds that the City’s conveyance of the Easement in exchange for the District’s installation of water infrastructure on the Airport results in the City receiving, at a minimum, fair market value for the Easement.

Section 3. That the City Council hereby authorizes the Mayor to execute the Easement Agreement substantially in the form attached hereto as Exhibit A with such modifications or additional terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Fort Collins, Colorado, a municipal corporation, and the City of Loveland, Colorado, a municipal corporation, hereinafter referred to jointly as “the Grantors” and Fort Collins-Loveland Water District, a quasi-municipal corporation and a political subdivision of the state of Colorado, hereinafter referred to as “the District”.

WHEREAS, Grantors jointly own and operate the Northern Colorado Regional Airport (the “Airport”) located in Loveland, Colorado on a parcel of property legally described in “Exhibit A” attached hereto and incorporated herein (hereinafter the “Grantors’ Property”); and

WHEREAS, the District desires to install, and obtain an easement for, a regional waterline under and through Grantors’ Property for connection to the portion of the District’s public water system located east of the Grantors’ Property; and

WHEREAS, as consideration for this easement, the District has agreed to install such waterline in a manner that will benefit the Airport and Grantors by bringing water infrastructure to areas of the Grantors’ Property that may be developed in the future, as further described herein.

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 do grant and convey unto the District, its successors and assigns, a permanent non-exclusive easement (the “Easement”) for the installation, construction, maintenance, inspection, operation, replacement, enlargement, and/or removal of one (1) or more domestic waterlines of such size and capacity as the District determines and all underground and surface appurtenances thereto, including without limitation metering stations and other fixtures (collectively, the “Facilities”), in, through, over, across, and upon that portion of the Grantors’ Property described and depicted below (the “Easement Area”):

See “Exhibit B” – Legal Description of Easement Area.

See “Exhibit C” – Easement Area depiction.

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 full width of the Easement Area and to provide no less than five feet (5’) and no more than six feet (6’) of earth cover, measured vertically from the top of any part of the waterline; provided, however, that if the District determines that more than six feet (6’) of earth cover is necessary or appropriate, 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, the term “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 the information and direction given by Airport staff pursuant to this Agreement and shall have no obligation to verify that any 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 Area 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 within the Easement Area 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 7460-1 “Notice of Proposed Construction or Alteration.”

EXHIBIT A TO ORDINANCE NO. 170, 2023

D. To mark the location of the Easement Area and/or the waterline with paint or markers set in the ground provided that any such markers remaining after the period of construction of the Facilities shall be placed in locations which will not interfere with any reasonable use of the Easement Area by the Grantors.

E. For all of the District's access needs to the Easement Area or any other portion of Grantors' Property, 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 with as much access as possible to the Easement Area while complying with the various rules and regulations associated with operating an 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 as 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 Grantors hereby covenant and agree 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, berm, or hard landscaping on the Easement Area, excluding the installation of permanent paved surfaces, including but not limited to roadways and taxiways needed for Airport purposes over the Easement Area by the Grantors. In the event of the placement of any such obstacles within the Easement Area contrary to the provisions of this subparagraph A, the District shall have the right to require the Grantors to remove such disallowed obstacles from the Easement Area and, in the event the Grantors fail to do so upon request, the District may remove such obstacles at the Grantors' expense and 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 Grantor's 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 Area and the Grantors' Property, and that the Grantors have a good and lawful right to convey the Easement to the District.

C. The District shall have the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights described in this Agreement. The Grantors shall take no action that would impair the earth cover over, or the lateral or subjacent support for, any of the Facilities within the Easement.

The District does hereby covenant and agree to and with the Grantors as follows:

A. The District will install five (5) water main stubs each fitted with a valve and a fire hydrant assembly in locations to be determined by Airport staff in writing that provide the capability to extend water service into portions of the Grantors' Property anticipated to be subject to future development. For the avoidance of doubt, all fees associated with connecting to the District's water system shall be paid by the entity desiring to make such connection.

B. The District shall not fence or otherwise enclose the Easement Area, except during periods of construction and repair.

C. All trenches and excavations made in the laying or repairing of the Facilities 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 Area by the Grantors shall be suitable for the purpose now used, subject to the District's rights hereunder. The District will maintain the trench area and the Facilities at its own cost and expense.

D. The District may not use the Easement Area 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

EXHIBIT A TO ORDINANCE NO. 170, 2023

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.

E. Grantors reserve the right to use the Easement Area and Grantors' Property for any purposes that will not interfere with District's full enjoyment of the rights granted herein.

F. 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 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

EXHIBIT A TO ORDINANCE NO. 170, 2023

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 Area.

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. Grantors 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.

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. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Larimer County, Colorado.

[Remainder of Page Intentionally Left Blank]

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

GRANTORS:

City of Fort Collins, Colorado  
A municipal corporation,

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

City of Loveland, Colorado  
A municipal corporation,

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney

GRANTEE:

FORT COLLINS LOVELAND – WATER DISTRICT,  
a quasi-municipal corporation and political subdivision of the State of  
Colorado

By: Janet Butlie 11/22/2023  
District Engineer

EXHIBIT A TO ORDINANCE NO. 170, 2023

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF LARIMER )

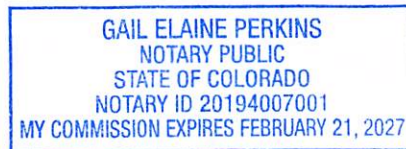
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of November 2023 by  
Sandra Bratlie.

Witness my hand and official seal.

My Commission Expires:

February 21, 2027

Gail Elaine Perkins  
Notary Public



**EXHIBIT A**  
**(Legal Description of Airport)**

Section 1:

Tract A, Barnstorm 2<sup>nd</sup> Addition, City of Loveland, County of Larimer, State of Colorado

Section 2:

Tract B, Barnstorm 2<sup>nd</sup> Addition, City of Loveland, County of Larimer, State of Colorado, Less Barnstorm 1<sup>st</sup> Subdivision, Less FNL Condominiums, a leasehold condominium, less 20090028294 (Fort-Love Hangar Condos), Less ROW 20050071130-031, Less ROW 20190050171

Section 3:

Lots 1 and 2, Barnstorm 1<sup>st</sup> Subdivision, City of Loveland, County of Larimer, State of Colorado

Section 4:

That portion of the N 1/2 of Section 28, Township 6 North, Range 68 West of the 6th P.M., more particularly described as follows: Considering the North line of the NW 1/4 of said Section 28 as bearing East and West and with all bearings contained herein relative thereto: BEGINNING at the Northwest corner of said Section 28; thence along the North line of said Section 28 East 820.14 feet to the TRUE POINT OF BEGINNING; thence S28° 47'E 164.69 feet; thence S41°55'E 152.85 feet; thence S0°09'E 157.83 feet; thence East 231.41 feet to a point on the centerline of the Loudon Ditch as it now exists; thence along said centerline through the following courses and distances; S19°30'E 131.00 feet; thence S14°30'E 150 feet to the beginning of a tangent curve concave to the Northeast having a central angle of 39°44' and a radius of 217.0 feet; thence Southeasterly along the arc of said curve 150.48 feet to the end of said curve; thence tangent from said curve S54°14'E 115.00 feet to the beginning of a tangent curve concave to the North having a central angle of 43°06' and a radius of 91.0 feet; thence Southeasterly along the arc of said curve 68.45 feet to the end of said curve; thence Northerly 889.68 feet to a point on the North line of said Section 28, said point being 1525.26 feet East of the Northwest corner of said Section 28; thence West along North line of said Section 28, 705.12 feet to POINT OF BEGINNING, subject to easement and right-of-way for the Loudon Ditch; subject to easement and right of way for County Road No. 30; and subject to easement and right of way granted to Poudre Valley Rural Electric Association in Book 2065 at Page 628; in the County of Larimer, State of Colorado.

**EXHIBIT B**

**Legal Description of Easement Area**

**[Attached]**

B1 – North Half

B2 – South Half

**EXHIBIT "B-1"**

**EXHIBIT DESCRIPTION**

**PARCEL ONE**

Being a portion of Tract B of Barnstorm Second Addition to the City of Loveland, Colorado, as recorded August 12, 1986 at Reception No. 86044345 in the Larimer County Clerk and Recorder's Office, located in Section 28, Township 6 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 28, as monumented by a 2-1/2" aluminum cap on 3/4" rebar, LS5028, 2005, which bears South 00° 05' 42" West, a distance of 2692.36 feet from the Northwest Corner of said Section 28, as monumented by a 3/4" rebar with 2-1/2" aluminum cap, LS29407, 2009, with all bearings herein relative thereto;

Thence North 04°57'17" East a distance of 1056.16 feet to a point on the South Line of that easement recorded at Book 2183 Page 570 in the Larimer County Clerk and Recorder's Office, the POINT OF BEGINNING;

Thence on the South, East, and North lines of said easement the following three (3) courses and distances:

1. Thence South 89°54'18" East a distance of 79.53 feet;
2. Thence North 00°05'42" East a distance of 80.00 feet;
3. Thence North 89°54'17" West a distance of 99.00 feet;

Thence departing the North Line of said easement, North 00°05'42" East a distance of 1330.95 feet, parallel with and 20.00 feet east of the East Right-of-Way of Larimer County Road No. 9 as described at said Reception No. 86044345;

Thence South 89°42'48" West a distance of 20.00 feet to said East Right-of-Way of County Road No. 9;

Thence on said East Right-of-Way, North 00°05'42" East a distance of 20.00 feet;

Thence departing said East Right-of-Way, North 89°42'48" East a distance of 20.00 feet;

Thence North 00°05'42" East a distance of 60.09 feet, parallel with and 20.00 feet east of said East Right-of-Way;

Thence parallel with and 10' south of the Southerly Line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office the following two (2) courses and distances:

1. Thence South 87°05'52" East a distance of 425.83;
2. Thence South 63°38'22" East a distance of 282.17 feet;

Thence South 41°38'14" East a distance of 885.57 feet;

Thence South 64°54'17" East a distance of 3.76 feet to said Southerly Line;

Thence on said Southerly Line, South 64°54'17" East a distance of 305.33 feet;

Thence departing said Southerly Line, South 38°02'34" East 824.65 feet;

Thence South 28°31'44" East a distance of 12.46 feet;

Thence South 35°01'46" East a distance of 43.02 feet;

Thence South 41°31'48" East a distance of 697.12 feet to said Southerly Line;

Thence on said Southerly Line, South 00°24'44" West a distance of 517.90 feet;

Thence departing said Southerly Line, South 44°35'16" East a distance of 36.87 feet;

Thence South 87°33'33" East a distance of 1871.67 feet, parallel with and 25.13 feet south of said Southerly Line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office;

Thence South 42°46'34" East a distance of 25.05 feet;

Thence North 47°13'26" East a distance of 36.44 feet;

Thence South 88°08'59" East a distance of 18.24 feet to the West Line of that Public Right-of-Way described at Reception No. 20190050171 in the Larimer County Clerk and Recorder's Office;

Thence on said West Line, South 02°26'27" West a distance of 20.00 feet;

Thence departing said West Line, North 88°08'59" West a distance of 9.82 feet;

Thence South 47°13'26" West a distance of 28.23 feet;

Thence South 42°46'34" East a distance of 178.18 feet;

Thence South 00°00'13" West a distance of 317.19 feet;

**EXHIBIT "B-1"**

**EXHIBIT DESCRIPTION**

**PARCEL ONE**

Thence South 44°59'47" East a distance of 27.85 feet;

Thence North 89°57'29" East a distance of 483.62 feet;

Thence South 44°58'36" East a distance of 47.74 feet;

Thence South 00°07'53" West a distance of 2065.53 feet to the North Right-of-Way of Earhart Road as described in Barnstorm First Subdivision to the City of Loveland, recorded at Reception No. 97053492 in the Larimer County Clerk and Recorder's Office;

Thence on said North Right-of-Way of Earhart Road, South 86°23'36" West a distance of 30.06 feet;

Thence departing said North Right-of-Way, North 00°07'53" East a distance of 17.90 feet;

Thence South 89°52'07" East a distance of 10.00 feet;

Thence North 00°07'53" West a distance of 1007.96 feet;

Thence North 89°52'07" West a distance of 10.00 feet;

Thence North 00°07'53" East a distance of 20.00 feet;

Thence South 89°52'07" East a distance of 10.00 feet;

Thence North 00°07'53" East a distance of 1013.33 feet;

Thence North 44°58'36" West a distance of 31.14 feet;

Thence South 89°57'29" West a distance of 483.62 feet;

Thence North 44°59'47" West a distance of 44.43 feet;

Thence North 00°00'13" East a distance of 243.22 feet;

Thence North 21°23'11" West a distance of 138.59 feet;

Thence North 42°46'34" West a distance of 54.45 feet;

Thence North 65°10'04" West a distance of 144.75 feet;

Thence North 87°33'33" West a distance of 207.95 feet, parallel with and 45.13 feet south of the Southerly Line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office;

Thence South 02°26'27" West a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 20.00 feet;

Thence North 02°26'27" East a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 729.82 feet, parallel with and 45.13 feet south of said Southerly Line;

Thence South 02°26'27" West a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 20.00 feet;

Thence North 02°26'27" East a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 316.78 feet, parallel with and 45.13 feet south of said Southerly Line;

Thence South 02°26'27" West a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 20.00 feet;

Thence North 02°26'27" East a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 516.00 feet, parallel with and 45.13 feet south of said Southerly Line;

Thence North 00°24'44" East a distance of 481.87 feet;

Thence North 20°33'32" West a distance of 136.00 feet;

Thence North 41°31'48" West a distance of 640.56 feet;

Thence North 28°31'44" West a distance of 18.91 feet;

Thence North 33°17'09" West a distance of 31.51 feet;

Thence North 38°02'34" West a distance of 757.03 feet;

EXHIBIT "B-1"

EXHIBIT DESCRIPTION

PARCEL ONE

Thence North 51°28'26" West a distance of 88.26 feet;

Thence North 64°54'17" West a distance of 263.06 feet, parallel with and 30.00 feet south of the Southerly Line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office;

Thence North 41°38'14" West a distance of 848.86 feet;

Thence North 52°38'18" West a distance of 72.51 feet;

Thence parallel with and 30.00 feet south of said Southerly Line, North 63°38'22" West a distance of 197.74 feet;

Thence North 75°22'07" West a distance of 77.25 feet;

Thence parallel with and 30.00 feet south of said Southerly Line, North 87°05'52" West a distance of 339.65 feet;

Thence South 45°02'09" West a distance of 16.36 feet;

Thence South 00°05'42" West a distance of 1357.40 feet, parallel with and 50.00 feet east of said East Right-of-Way of Larimer County Road 9;

Thence parallel with and 20.00 feet easterly of the North, East, and South lines of said easement recorded at Book 2183 Page 570 in the Larimer County Clerk and Recorder's Office, the following three (3) courses and distances:

1. Thence South 89°54'17" East for a distance of 89.00 feet;
2. Thence South 00°05'42" West for a distance of 120.00 feet;
3. Thence North 89°54'18" West for a distance of 99.53 feet;

Thence North 00°05'42" East for a distance of 20.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 238,171 square feet or 5.468 acres, more or less, and is subject to any rights-of-way or other easements of record now existing on said described parcel of land.

Basis of Bearings: The West line of the Northwest Quarter of Section 28, Township 6 North, Range 68 West, of the 6th/ Principal Meridian bears North 00°05'42" East 2692.36 feet from the West Quarter Corner, being marked by a 2 1/2" Aluminum Cap on 3/4" rebar, LS5028, 2005, to the Northwest Corner, being marked by a 3/4" rebar with 3 1/4" Aluminum Cap, LS29407, 2009, based upon G.P.S. observations and modified Colorado North Zone State Plane Coordinates with a combined scale factor of 1.00027973, with all bearings herein relative thereto.

SURVEYOR'S CERTIFICATION STATEMENT

I, Peter E. Paulus, a Professional Licensed Land Surveyor in the State of Colorado, do hereby certify that this Property Description was prepared by me or under my direct personal supervision and that it is correct based upon my knowledge, information, and belief.

EXHIBIT "B-2"

EXHIBIT DESCRIPTION  
PARCEL TWO

PROPERTY DESCRIPTION

Being a portion of Barnstorm First Addition to the City of Loveland, as recorded August 18, 1997 at Reception No. 97053492 in the Larimer County Clerk and Recorder's Office, and a portion of Tract B, Barnstorm Second Addition to the City of Loveland, Colorado, as recorded August 12, 1986 at Reception No. 86044345 in the Larimer County Clerk and Recorder's Office, located in the Northeast Quarter of Section 33, Township 6 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 33, as monumented by a 3" brass cap on 2" pipe, LS13446, which bears North 00° 24' 37" West, a distance of 2599.37 feet from the East Quarter Corner of said Section 28, as monumented by a 3/4" rebar with 2" aluminum cap, LS11989, 1997, with all bearings herein relative thereto;

Thence South 52°14'37" West a distance of 95.88 feet to a point on the South Right-of-Way of Earhart Road as described in Barnstorm First Subdivision to the City of Loveland, recorded at Reception No. 97053492 in the Larimer County Clerk and Recorder's Office; the POINT OF BEGINNING;

Thence departing said South Right-of-Way, South 00°07'53" West a distance of 20.60 feet;

Thence South 47°01'19" East a distance of 43.23 feet to the West Line of that easement described at Book 2151 Page 382 in the Larimer County Clerk and Recorder's Office;

Thence on said West Line, South 00°24'37" East a distance of 1404.87 feet to the South Line of said Barnstorm First Subdivision to the City of Loveland;

Thence continuing on said West line, South 00°24'37" East a distance of 64.94 feet;

Thence departing said West line, South 45°22'06" East a distance of 63.69 feet to the East Line of said Northeast Quarter of Section 33;

Thence on said East Line of the Northeast Quarter of Section 33, South 00°24'37" East a distance of 28.31 feet;

Thence departing said East line, North 45°22'06" West a distance of 91.99 feet;

Thence North 00°24'37" West a distance of 65.96 feet, parallel with and 20.00 feet west of said West Line of that easement described at Book 2151 Page 382 in the Larimer County Clerk and Recorder's Office;

Thence South 89°35'23" West a distance of 50.00 feet;

Thence North 00°24'37" West a distance of 20.00 feet;

Thence North 89°35'23" East a distance of 20.49 feet to the West Line of said Barnstorm First Subdivision to the City of Loveland;

Thence continuing North 89°35'23" East a distance of 29.51 feet;

Thence North 00°24'37" West a distance of 1383.51 feet, parallel with and 20.00 feet west of said West Line of that easement described at Book 2151 Page 382 in the Larimer County Clerk and Recorder's Office;

Thence North 47°01'19" West a distance of 43.34 feet;

Thence North 00°07'53" West a distance of 29.62 feet to said South Right-of-Way of Earhart Road;

Thence on said South Right-of-Way, North 89°01'46" West a distance of 20.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 33,317 square feet or 0.765 acres, more or less, and is subject to any rights-of-way or other easements of record now existing on said described parcel of land.

Basis of Bearings: The East line of the Northeast Quarter of Section 33, Township 6 North, Range 68 West, of the 6th Principal Meridian bears North 00°24'37" West 2599.37 feet from the East Quarter Corner, being marked by a 2" aluminum cap on 3/4" rebar, LS11989, 1997, to the Northeast Corner, being marked by a 3" aluminum cap on 2" pipe, LS13446, based upon G.P.S. observations and modified Colorado North Zone State Plane Coordinates with a combined scale factor of 1.00027973, with all bearings herein relative thereto.

SURVEYOR'S CERTIFICATION STATEMENT

I, Peter E. Paulus, a Professional Licensed Land Surveyor in the State of Colorado, do hereby certify that this Property Description was prepared by me or under my direct personal supervision and that it is correct based upon my knowledge, information, and belief.

**EXHIBIT C**

**Depiction of Easement Area**

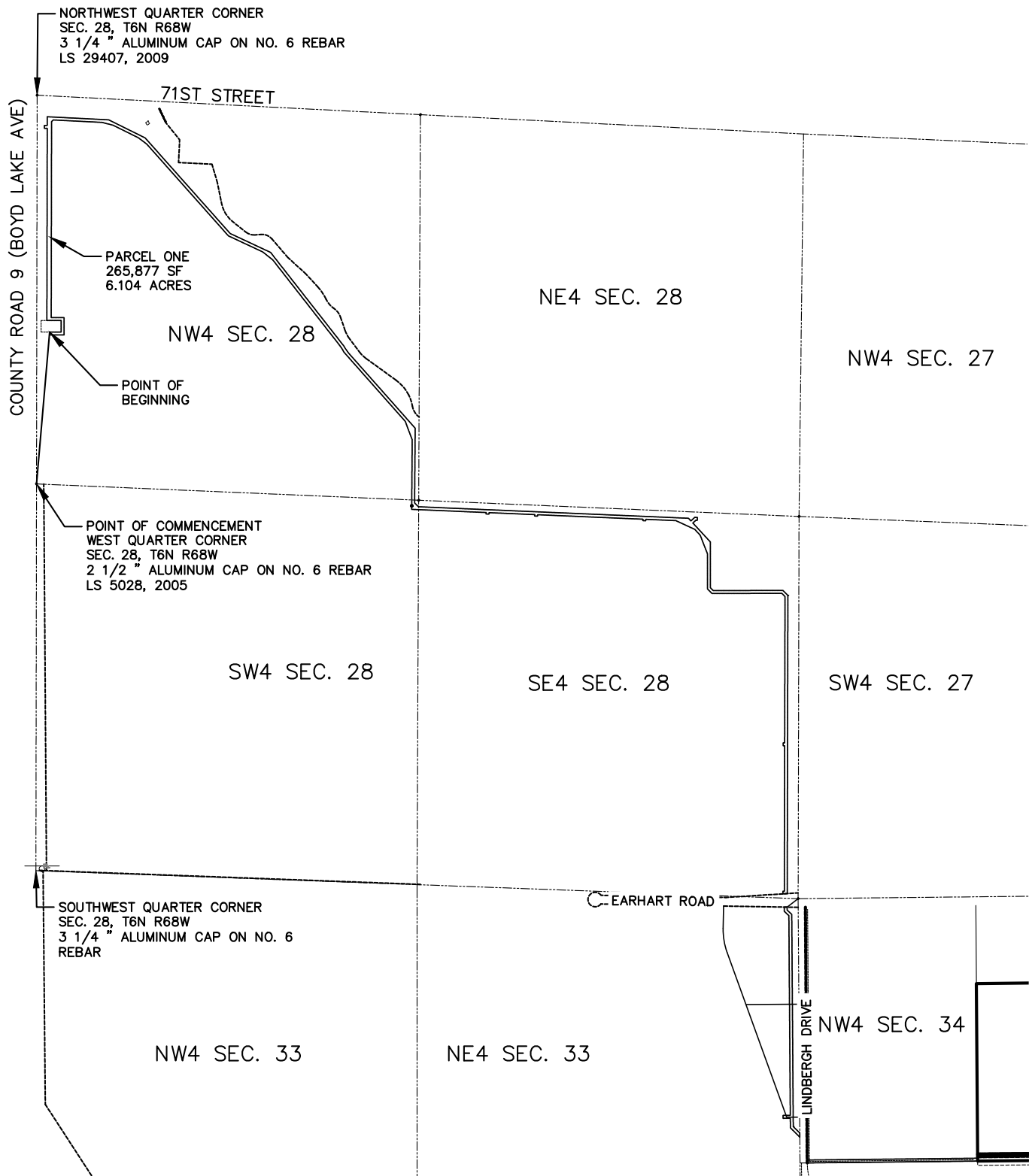
**[Attached]**

C1 – North Half

C2 – South Half

EXHIBIT "C-1"

EXHIBIT DESCRIPTION  
PARCEL ONE



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. (13-80-105 C.R.S. 2012)

NOTE: THIS EXHIBIT DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.

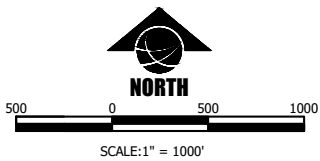
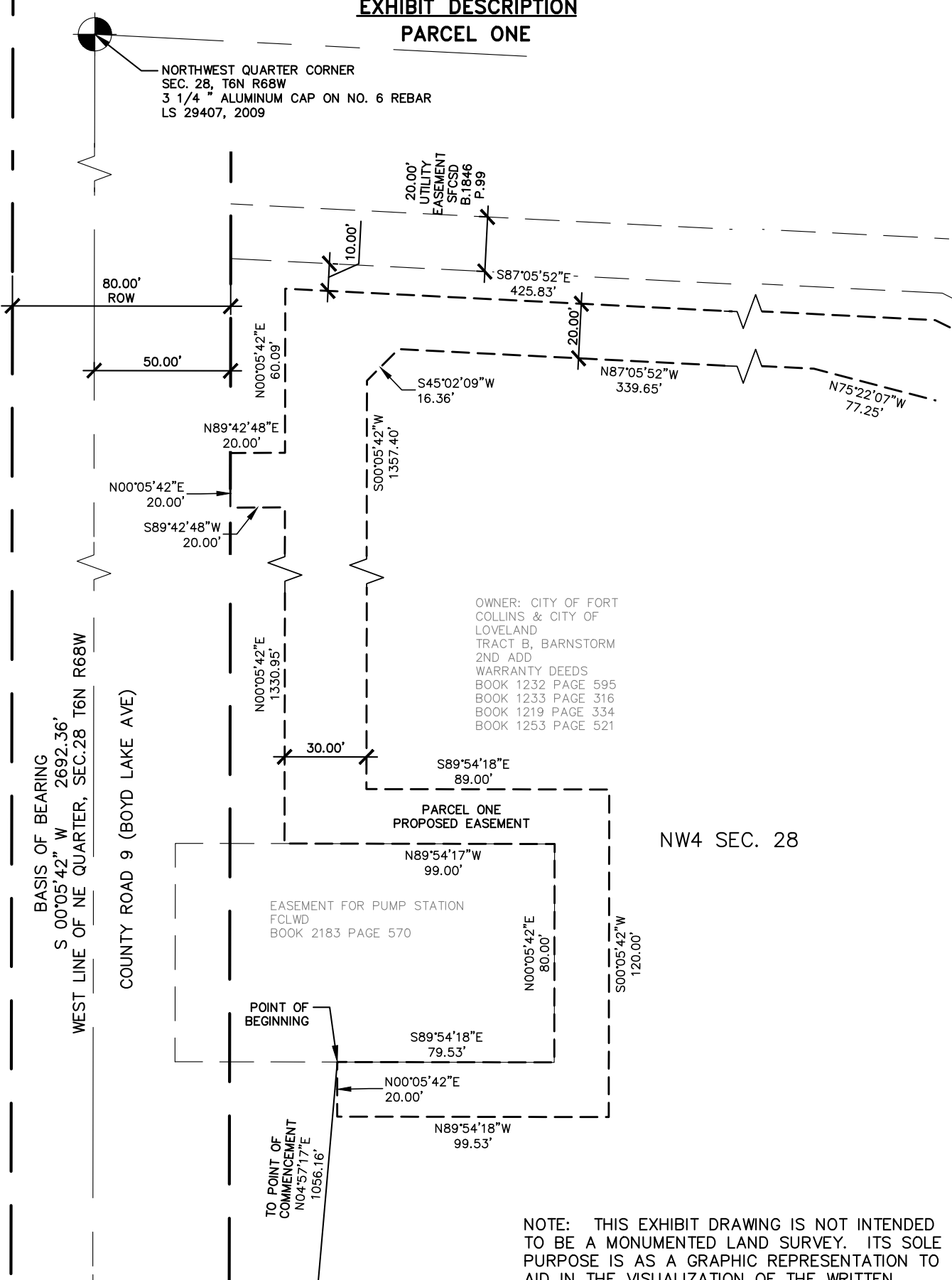


EXHIBIT "C-1"

EXHIBIT DESCRIPTION  
PARCEL ONE



NW4 SEC. 28

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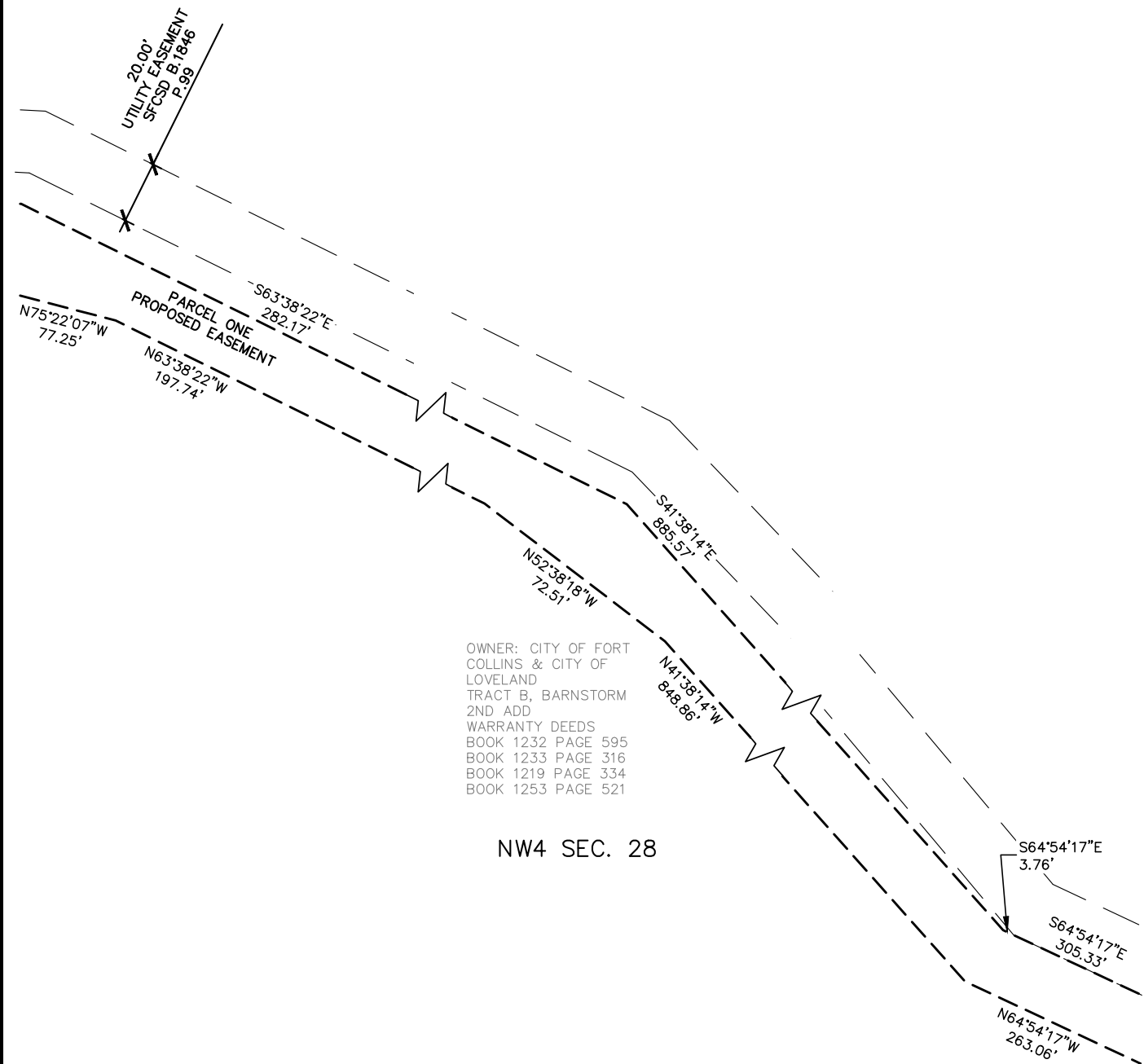
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25 0 25 50  
SCALE: 1" = 50'

EXHIBIT "C-1"

EXHIBIT DESCRIPTION  
PARCEL ONE



OWNER: CITY OF FORT  
COLLINS & CITY OF  
LOVELAND  
TRACT B, BARNSTORM  
2ND ADD  
WARRANTY DEEDS  
BOOK 1232 PAGE 595  
BOOK 1233 PAGE 316  
BOOK 1219 PAGE 334  
BOOK 1253 PAGE 521

NW4 SEC. 28

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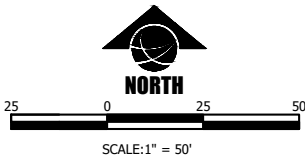
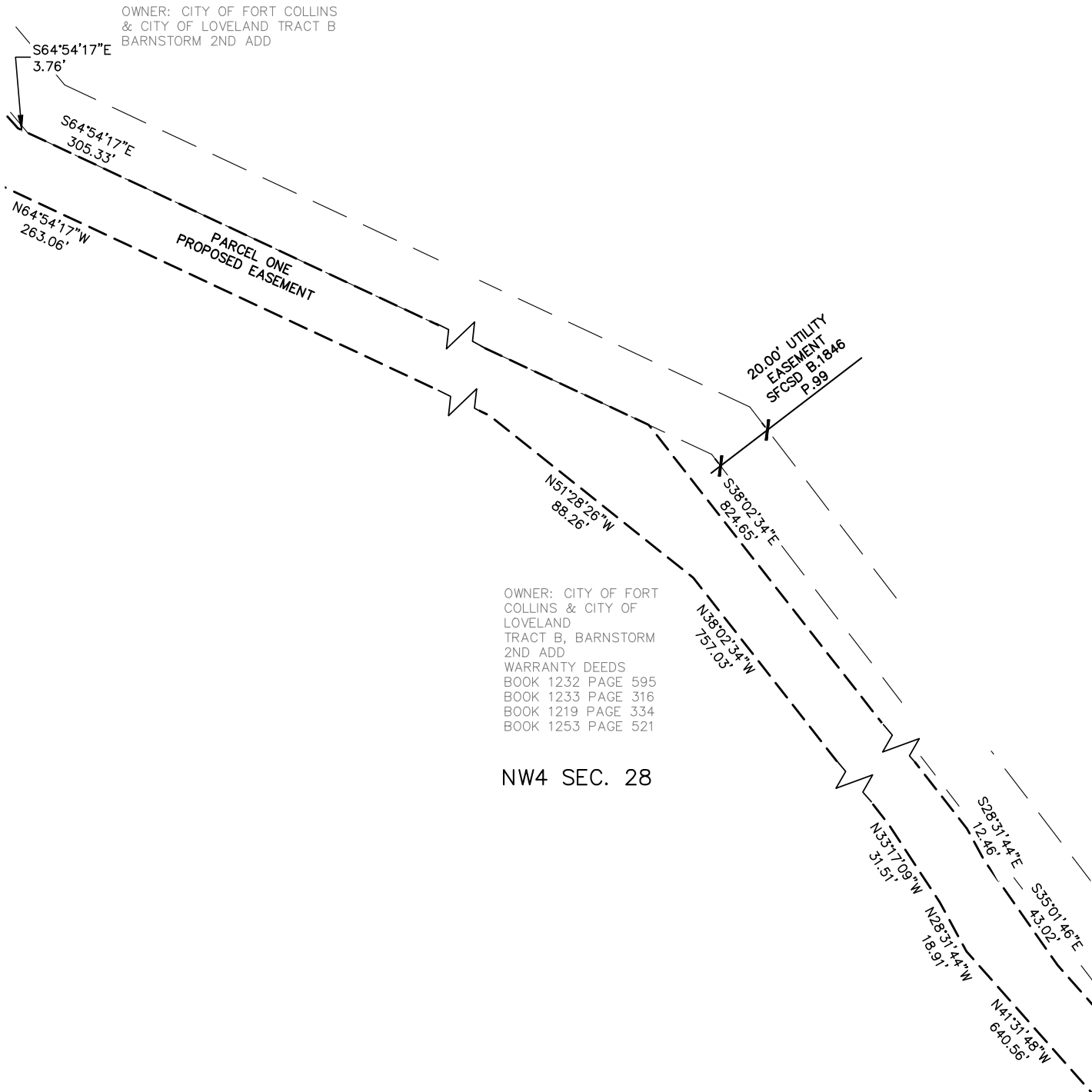


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PARCEL ONE



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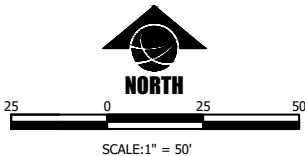
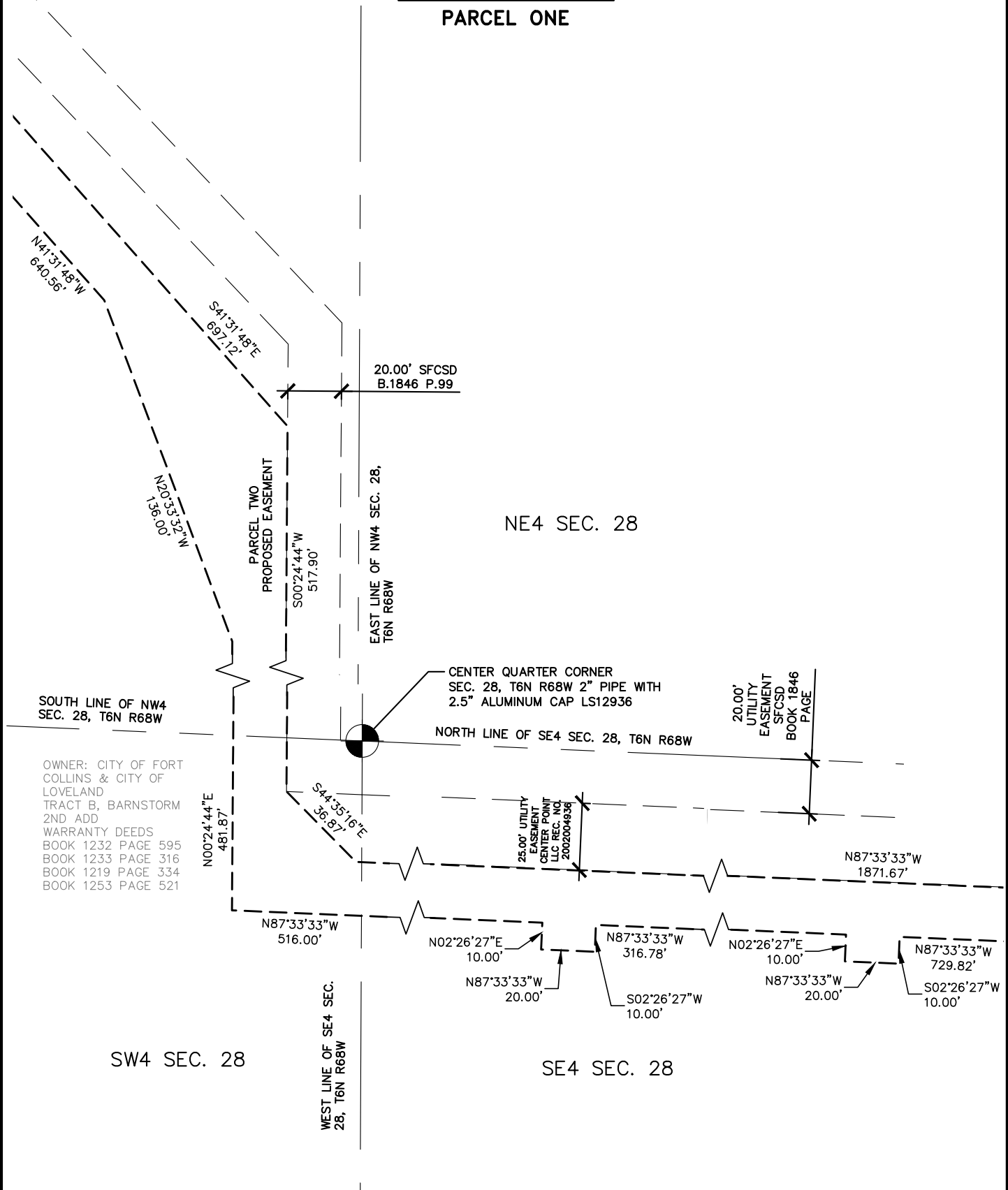


EXHIBIT "C-1"

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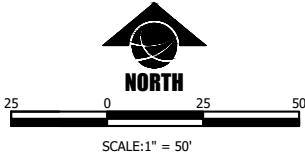
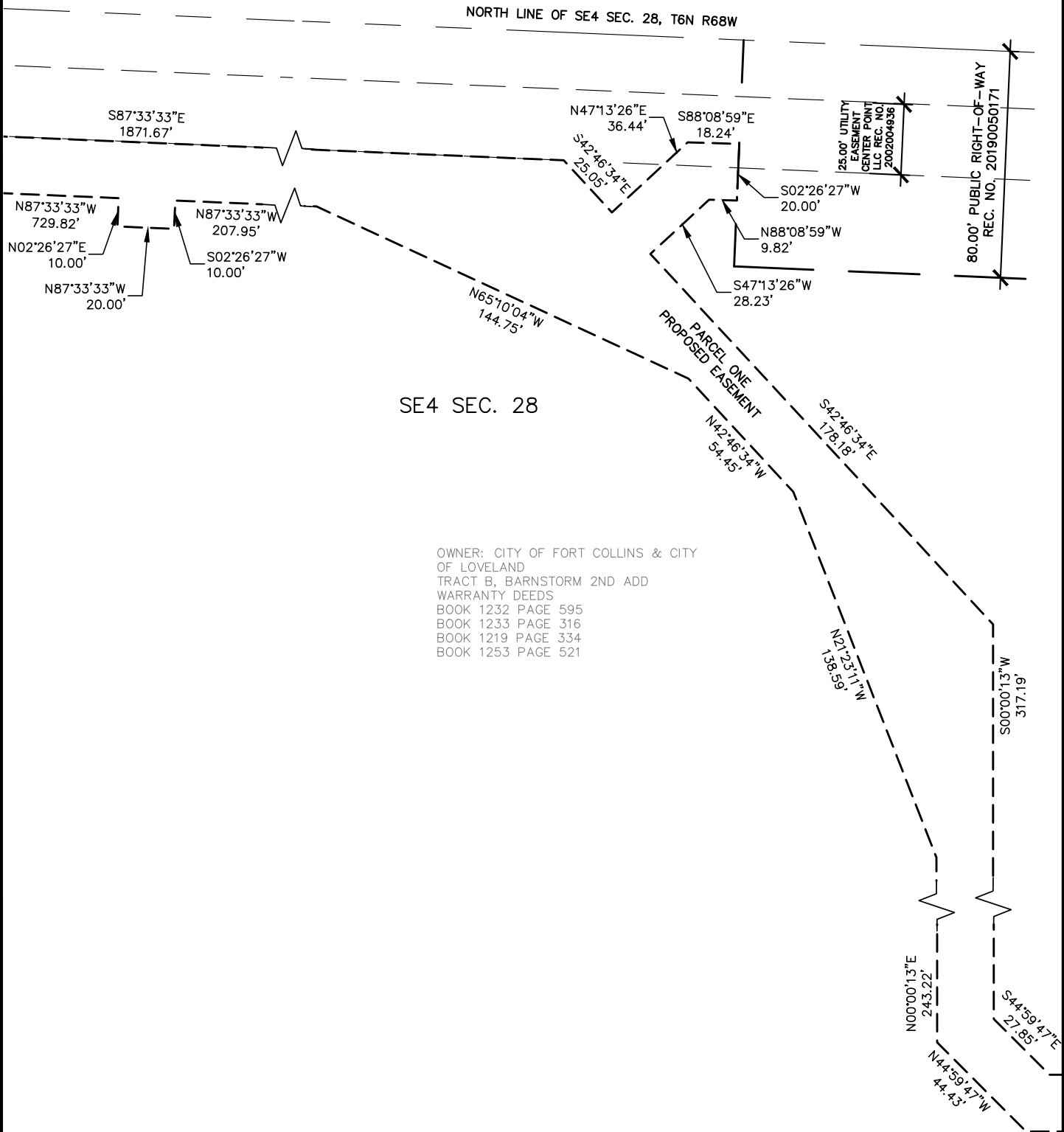


EXHIBIT "C-1"

EXHIBIT DESCRIPTION  
PARCEL ONE

NE4 SEC. 28



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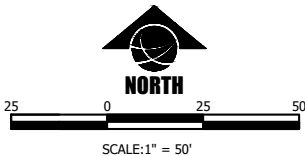
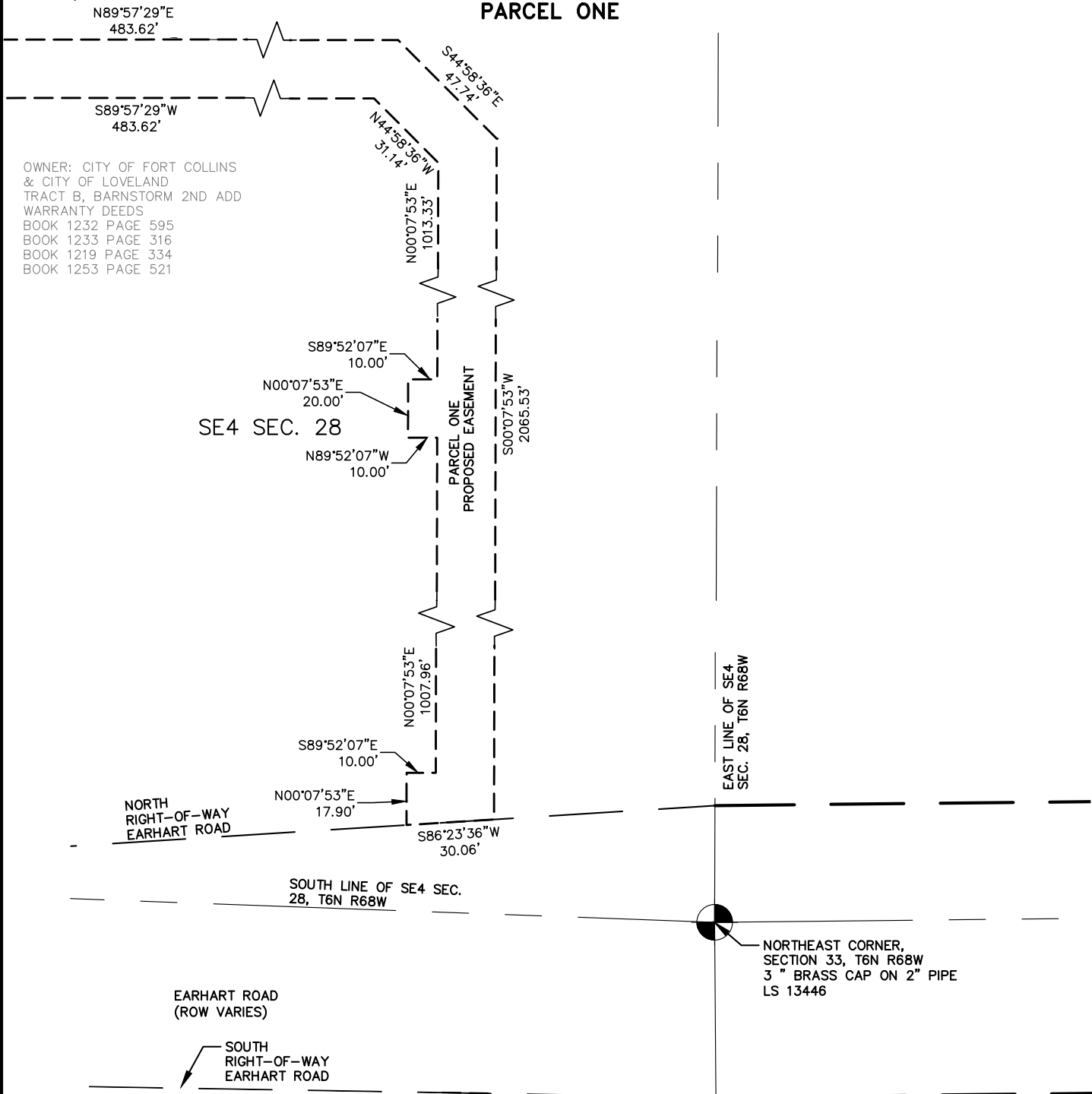


EXHIBIT "C-1"

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PARCEL ONE



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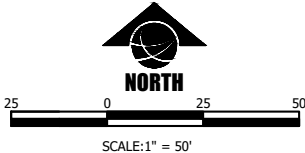
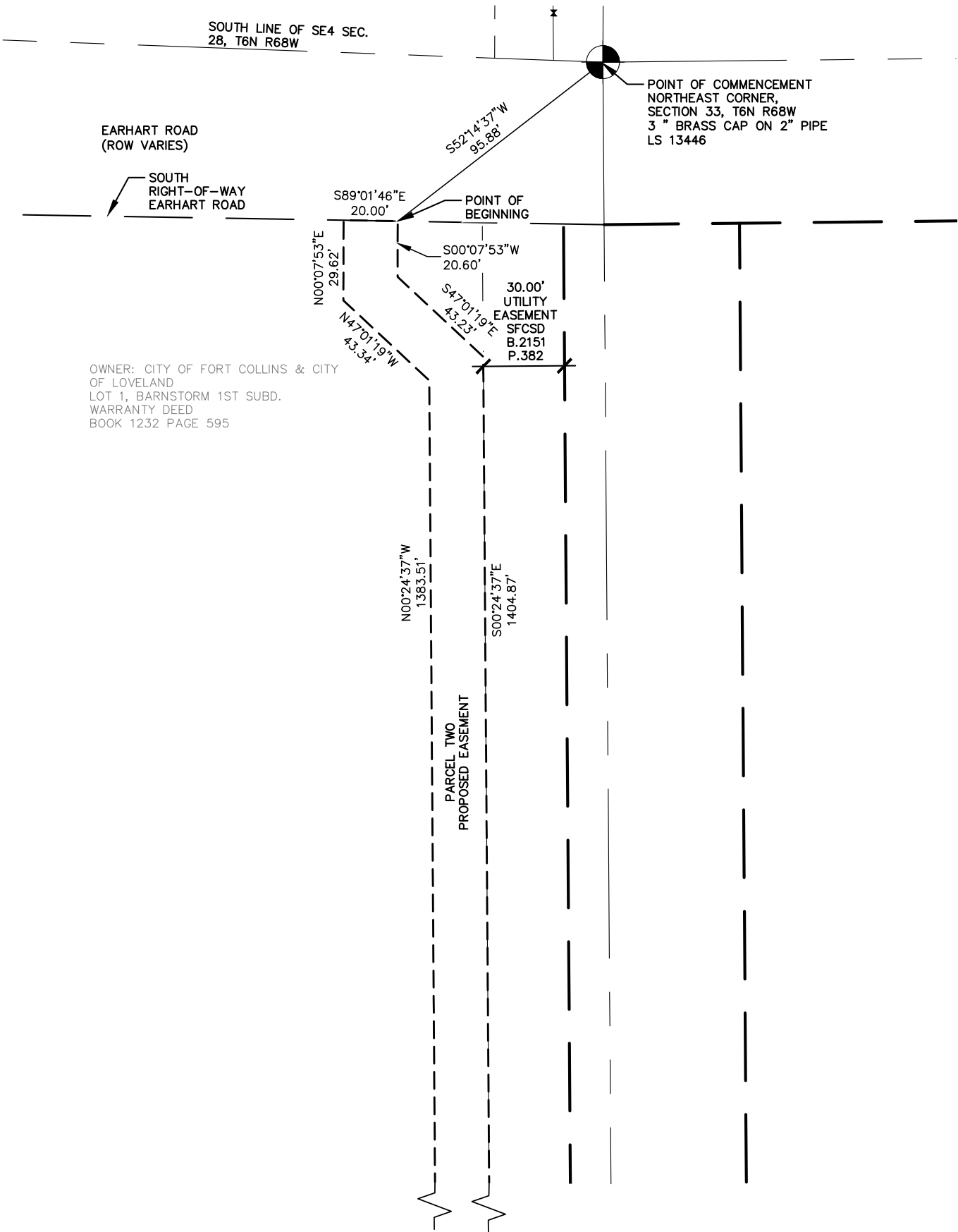


EXHIBIT "C-2"

EXHIBIT DESCRIPTION  
PARCEL ONE



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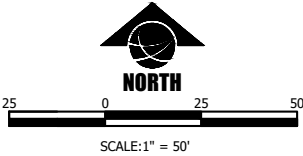


EXHIBIT "C-2"

EXHIBIT DESCRIPTION

PARCEL TWO

