

**TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 12, SERIES 2013**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF EASEMENTS FOR THE
INSTALLATION OF A SANITARY SEWER INTERCEPTOR**

WHEREAS, The Town of Timnath (the "Town") is a home rule municipality operating under the Timnath Home Rule Charter (the "Charter") adopted on November 7, 2006 and the Town's Municipal Code (the "Code"). Pursuant to the Charter, the Code and the authority given home rule municipalities, the Town may adopt and amend ordinances; and

WHEREAS, Permanent and Temporary easements are required from Sara & Gerald Buchleiter for the installation of a sanitary sewer interceptor; and

WHEREAS, Permanent and Temporary easements are required from Julie M. Deters for the installation of a sanitary sewer interceptor; and

WHEREAS, Permanent and Temporary easements are required from the J.L & G.D. Fewell Living Trust for the installation of a sanitary sewer interceptor; and

WHEREAS, monetary compensation to the property owners may be required; and

WHEREAS, the Town Council intends to affect such conveyance utilizing the Easement Agreements attached hereto as Exhibit A (the "Easement Agreement"); and

WHEREAS, The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of public health, welfare, peace, safety and property and that this Ordinance is necessary for the protection of public convenience and welfare.

**NOW, THEREFORE, THE COUNCIL OF THE TOWN OF TIMNATH,
COLORADO, ORDAINS:**

ARTICLE 1 - APPROVAL OF EASEMENT AGREEMENTS

The Town Council hereby approves and authorizes the Town Manager to execute the Easement Agreements, and to take any other incidental action required in order affect the re-conveyance of the above-referenced property, including but not limited to exchange of compensation and the recording said Easement Agreements in the Larimer County Real Property Records.

ARTICLE 2 – CAUSES OF ACTION RETAINED

Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed.

ARTICLE 3 – SEVERABILITY

If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of

✓
Please Return to:
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

ARTICLE 4 – EFFECTIVE DATE

This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, ON SEPTEMBER 24, 2013, AND SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON OCTOBER 8, 2013 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH COLORADO AND ORDERED PUBLISHED BY TITLE THIS 8TH DAY OF OCTOBER, 2013.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON OCTOBER 8, 2013.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



Exhibit A
(Easement Agreement)

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and between Gerald W. and Sara B. Buchleiter hereinafter referred to as "the Grantor" and the Town of Timnath, a municipal corporation of the State of Colorado (the "Town").

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained and the sum of ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, the Grantor has granted and conveyed and by these presents does grant and convey unto the Town, its successors and assigns, including but not limited to the South Fort Collins Sanitation District, a permanent non-exclusive easement for the installation, construction, maintenance, inspection, operation, replacement, or removal of one (1) or more sanitary sewer lines for the collection and service of sanitary sewer and wastewater, and all underground and surface appurtenances thereto, including metering stations and other fixtures, in, over, across, and upon:

An easement, as depicted on **EXHIBIT A** and described as follows:

THE NORTH 40 FEET AND EAST 40 FEET OF LARIMER COUNTY PARCEL NUMBER 86020-00-003 AS DESCRIBED AT RECEPTION NUMBER 87037936, RECORDED IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER. SAID PARCEL CONTAINS 2.98 ACRES MORE OR LESS.

The parties hereto acknowledge that said easement (hereinafter referred to as "the Easement") is located on a parcel of property owned by the Grantor and hereinafter referred to as "the Grantor's Property":

In addition to the foregoing grant of easement by the Grantor to the Town, the Grantor further grants and conveys to the Town the following rights and privileges:

A. The right to grade the Easement for the full width thereof in such manner as the Town may reasonably determine to be necessary or advisable.

B. The right to support pipelines located within the Easement across ravines and watercourses with such structures as the Town shall reasonably determine to be necessary or advisable.

C. The right of ingress and egress to and from the Easement by means of existing roads (whether public or private) located on the Grantor's Property, if any, or in the absence of such roads, by such other routes as the Town shall determine to be reasonably necessary taking into consideration the minimization of damage to the Grantor's Property. Notwithstanding the foregoing, in the event the Grantor's Property is subdivided and in the event roads are dedicated on the plat of such property, which roads provide adequate access to the Easement, then the Town's right of ingress and egress over the Grantor's Property to the Easement shall be limited to such dedicated roads.

D. The right to grade, construct, maintain, and use any private roads upon the Grantor's Property in such manner as the Town may deem necessary or advisable in the exercise of its right of ingress and egress to and from the Easement.

E. To install, maintain, and use gates or other livestock barriers on all fences which now cross or hereafter cross the Easement.

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

G. All other rights necessary and incident to the full and complete use and enjoyment of the Easement for the purposes herein granted, including the right to use a buffer extending 80 feet west and south of the Easement and including 5.73 acres more or less, for temporary construction and maintenance operation.

The Grantor hereby covenants and agrees to and with the Town, its successors and assigns that:

A. Except as otherwise provided in subparagraph A, the Grantor, its heirs, personal representatives, administrators, successors, and assigns shall not erect or place any permanent building, structure, improvement, fence, tree, or other landscaping on the Easement. In the event of the placement of such obstacles on the Easement contrary to the provisions of this subparagraph A, the Town shall have the right to require the Grantor to remove such obstacles from the Easement and, in the event the Grantor fails to do so upon request, the Town may remove such obstacles without any liability for repair or replacement thereof. Notwithstanding the foregoing, the Grantor, its heirs, personal representatives, administrators, successors, and assigns shall have the right, without the consent of the Town, to plant grasses and other groundcover and small shrubs upon the Easement area which are usual and customary for the full use and enjoyment of the Property. However, the Town shall not be responsible for repair or replacement of any "exotic" plantings, ornamental trees, or similar landscaping other than usual and customary groundcovering and shrubs.

B. The Grantor does hereby covenant and agree to and with the Town that the Grantor is lawfully seized of the Easement and the Grantor's Property, and that the Grantor has a good and lawful right to convey the Easement to the Town and that the Grantor warrants the title thereto.

The Town does hereby covenant and agree to and with the Grantor as follows:

A. The Town shall not fence or otherwise enclose the easement, except during periods of construction and repair.

B. All trenches and excavations made in the laying or repairing of the sanitary sewer line shall be properly backfilled and as much of the original surface soil as reasonably possible shall be placed on top. All large gravel, stones, and clods will be removed from the finished backfill. The Town will finish the backfill after normal settling of the soil so that the use and enjoyment of said Easement by the Grantor shall be suitable for the purpose now used. The Town will maintain the trench area and the sanitary sewer line.

C. In the event the Grantor's Property is being used for grazing purposes, the Town agrees that, during the period of construction of the sanitary sewer line or any subsequent alteration, removal or replacement of said sanitary sewer line, the Town will leave or arrange for reasonable crossings over the Easement for cattle and livestock of the Grantor and its tenants and lessees. Further, whenever it becomes necessary for the Town, its agents or contractors to cut a fence on the Grantor's Property, the Town shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or to construction in any one or more places substantial gates with dual locks and to furnish the Grantor with one (1) set of keys thereto. Before any such fence is cut by the Town, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the Town's temporary opening.

D. In the event the Grantor's Property is being used for production of any crops which require irrigation at the time the pipeline is constructed as set forth in the Agreement, the Town agrees, unless otherwise provided, to install and operate flumes or appropriate crossing devices across the Easement at all times during such construction operations. The Town further agrees, unless otherwise provided, not to block, dam, or obstruct in any manner any irrigation canal, drainage ditches, or creeks located on the Grantor's Property and further agrees to replace or repair any levees or banks disturbed or damaged by the activities of the Town on the Grantor's Property to substantially the same condition as existing immediately prior to any activities of the Town on the Grantor's property.

E. The Town shall pay the fair market value for any crops, fences, or livestock of the Grantor, his tenants and lessees which are damaged or destroyed as a result of the construction, operation, and maintenance of the sanitary sewer line.

F. To the extent allowed by law, the Town shall be liable for loss and damage which shall be caused by any wrongful exercise of the rights or ingress or egress to or from the Easement or by wrongful or negligent acts or omission of its agents or employees during the course of their employment on the Grantor's Property.

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 Town, the Grantor shall retain the right to use and enjoy the Easement.

B. The benefit and burdens of this Agreement shall inure to and be binding upon the respective heirs, personal representatives, successors, or assigns of the parties hereto.

C. Whenever used herein, the singular shall include the plural and the plural the singular and the use of any gender shall apply to all genders.

NOTICE: 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.

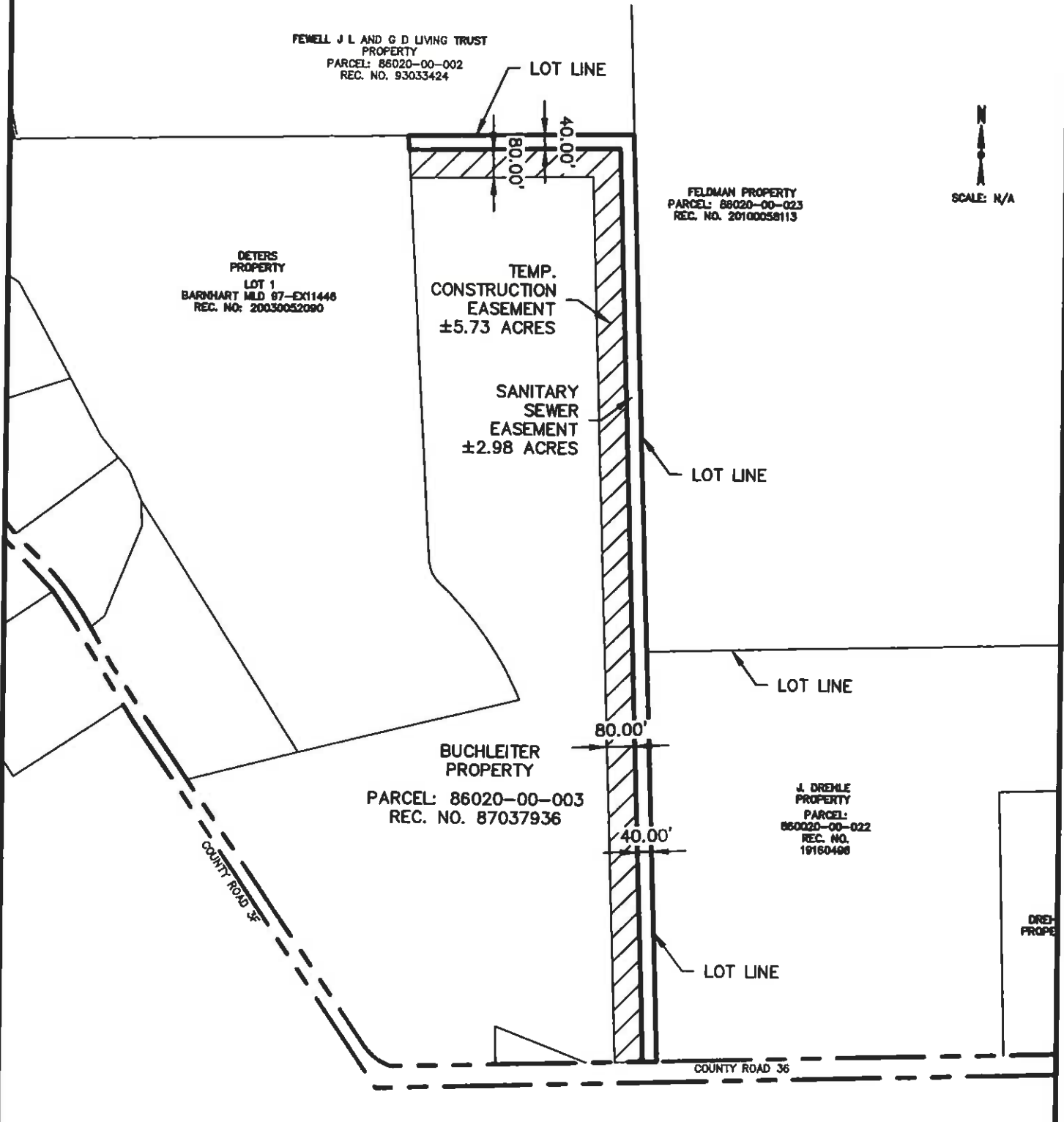


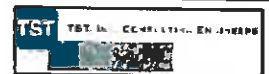
EXHIBIT A

OWNER: SARA & GERALD
BUCHLEITER

TIMNATH SANITARY SEWER
SOUTH TOWN LATERAL
EASEMENT
EXHIBIT FOR BUCHLEITER
PROPERTY

SANITARY SEWER EASEMENT

A UTILITY EASEMENT LOCATED IN THE WEST HALF OF THE
SOUTHEAST QUARTER OF SECTION 02, TOWNSHIP 6 NORTH, RANGE
68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF TIMNATH,
COUNTY OF LARIMER, STATE OF COLORADO



760 Wholens Way
Building C, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204
Job no. 0879.0607.00
Filename: K:\879\607\10
SURVEY\LEGALS\MAPS\EASEMENTS
SANITARY ALIGNMENT V2\BUCHLEITER
DATE: 05/18/2015 DWG BY: NOB

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20____, by and between Julie M. Deters hereinafter referred to as "the Grantor" and the Town of Timnath, a municipal corporation of the State of Colorado (the "Town").

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained and the sum of ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, the Grantor has granted and conveyed and by these presents does grant and convey unto the Town, its successors and assigns, including but not limited to the South Fort Collins Sanitation District, a permanent non-exclusive easement for the installation, construction, maintenance, inspection, operation, replacement, or removal of one (1) or more sanitary sewer lines for the collection and service of sanitary sewer and wastewater (hereinafter referred to collectively as "the Sanitary Sewer Line"), and all underground and surface appurtenances thereto, including metering stations and other fixtures, in, over, across, and upon:

An easement, as depicted on EXHIBIT A and described as follows:

THE NORTH 40 FEET OF LOT 1, BARNHART MLD 97-EX1146, BEING LARIMER COUNTY PARCEL NUMBER 86024-10-701 AS DESCRIBED AT RECEPTION NUMBER 20030052090, RECORDED IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER. SAID PARCEL CONTAINS 1.06 ACRES MORE OR LESS.

The parties hereto acknowledge that said easement (hereinafter referred to as "the Easement") is located on a parcel of property owned by the Grantor and hereinafter referred to as "the Grantor's Property":

In addition to the foregoing grant of easement by the Grantor to the Town, the Grantor further grants and conveys to the Town the following rights and privileges:

A. The right to grade the Easement for the full width thereof in such manner as the Town may reasonably determine to be necessary or advisable.

B. The right to support pipelines located within the Easement across ravines and watercourses with such structures as the Town shall reasonably determine to be necessary or advisable.

C. The right of ingress and egress to and from the Easement by means of existing roads (whether public or private) located on the Grantor's Property, if any, or in the absence of such roads, by such other routes as the Town shall determine to be reasonably necessary taking into consideration the minimization of damage to the Grantor's Property. Notwithstanding the foregoing, in the event the Grantor's Property is subdivided and in the event roads are dedicated on the plat of such property, which roads provide adequate access to the Easement, then the Town's right of ingress and egress over the Grantor's Property to the Easement shall be limited to such dedicated roads.

D. The right to grade, construct, maintain, and use any private roads upon the Grantor's Property in such manner as the Town may deem necessary or advisable in the exercise of its right of ingress and egress to and from the Easement.

E. To install, maintain, and use gates or other livestock barriers on all fences which now cross or hereafter cross the Easement.

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

G. All other rights necessary and incident to the full and complete use and enjoyment of the Easement for the purposes herein granted, including the right to use a buffer extending 80 feet south of the Easement and including 2.22 acres more or less, for temporary construction and maintenance operation (the

Temporary Construction Easement"). The Temporary Construction Easement shall end on the date that is ninety (90) days after completion of the construction of the Sanitary Sewer Line or on December 31, 2014, whichever date first occurs.

The Grantor hereby covenants and agrees to and with the Town, its successors and assigns that:

A. Except as otherwise provided in subparagraph A, the Grantor, its heirs, personal representatives, administrators, successors, and assigns shall not erect or place any permanent building, structure, improvement, fence, tree, or other landscaping on the Easement. In the event of the placement of such obstacles on the Easement contrary to the provisions of this subparagraph A, the Town shall have the right to require the Grantor to remove such obstacles from the Easement and, in the event the Grantor fails to do so upon request, the Town may remove such obstacles without any liability for repair or replacement thereof. Notwithstanding the foregoing, the Grantor, its heirs, personal representatives, administrators, successors, and assigns shall have the right, without the consent of the Town, to plant grasses and other groundcover and small shrubs upon the Easement area which are usual and customary for the full use and enjoyment of the Property. However, the Town shall not be responsible for repair or replacement of any "exotic" plantings, ornamental trees, or similar landscaping other than usual and customary ground covering and shrubs. Notwithstanding the other provisions in this paragraph, the Grantor shall have the right to construct, install, maintain, repair, improve and replace a street or road ("the Road") over, across and upon the Easement which may be surfaced with gravel, asphalt, concrete or other hard surfacing and may provide access to the Grantor's Property and other properties in the general vicinity of Grantor's Property. The Grantor shall also have the right to construct, install, maintain, repair, improve, replace and operate one or more utility lines, systems and facilities, together with underground and surface appurtenances thereto, including metering stations and other fixtures, in, on, over, across and upon the Easement to provide water, sewer, gas, electric, telecommunication and other utilities to the Grantor's Property and other properties in the general vicinity of Grantor's Property ("the Utility Lines") so long as such Utility Lines do not interfere with use of the Easement by the Grantee for the Sanitary Sewer Line. Use of the Road and Utility Lines shall not be limited to present uses of the Grantor's Property or other properties within the general vicinity of Grantor's Property or presently available utilities. The Grantor may dedicate the Road to the public or transfer ownership of the Road to a homeowners association. The Grantor may transfer the Utility Lines to the utility provider(s). Grantor shall only be liable for damage done to the Sewer Line as a result of wrongful or negligent acts or omissions of Grantor or Grantor's agents, employees or contractors during the course of the performance of any work on the Road or Utility Lines.

B. The Grantor does hereby covenant and agree to and with the Town that the Grantor is lawfully seized of the Easement and the Grantor's Property, and that the Grantor has a good and lawful right to convey the Easement to the Town and that the Grantor warrants the title thereto, subject to easements and rights-of-way in place or of record; discrepancies, conflicts in boundaries, shortages in area, and encroachments; restrictions, reservations, conditions, covenants, and exceptions of record; mineral reservations and exceptions of record; real property taxes and assessments for the year 2013; notes and all other matters shown on any survey or plat of the Grantor's Property; building, zoning, subdivision, and other governmental rules, regulations, and ordinances; and inclusion of the Property within any special taxing districts.

The Town does hereby covenant and agree to and with the Grantor as follows:

A. The Town shall not fence or otherwise enclose the easement, except during periods of construction and repair.

B. All trenches and excavations made in the laying or repairing of the sanitary sewer line shall be properly backfilled and as much of the original surface soil as reasonably possible shall be placed on top. All large gravel, stones, and clods will be removed from the finished backfill. The Town will finish the backfill after normal settling of the soil so that the use and enjoyment of said Easement by the Grantor shall be suitable for the purpose now used. The Town will maintain the trench area and the sanitary sewer line.

C. In the event the Grantor's Property is being used for grazing purposes, the Town agrees that, during the period of construction of the sanitary sewer line or any subsequent alteration, removal or replacement of said sanitary sewer line, the Town will leave or arrange for reasonable crossings over the Easement for cattle and livestock of the Grantor and its tenants and lessees. Further, whenever it becomes necessary for the Town, its agents or contractors to cut a fence on the Grantor's Property, the Town shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle

or livestock through such opening, or to construction in any one or more places substantial gates with dual locks and to furnish the Grantor with one (1) set of keys thereto. Before any such fence is cut by the Town, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the Town's temporary opening.

D. In the event the Grantor's Property is being used for production of any crops which require irrigation at the time the pipeline is constructed as set forth in the Agreement, the Town agrees, unless otherwise provided, to install and operate flumes or appropriate crossing devices across the Easement at all times during such construction operations. The Town further agrees, unless otherwise provided, not to block, dam, or obstruct in any manner any irrigation canal, drainage ditches, or creeks located on the Grantor's Property and further agrees to replace or repair any levees or banks disturbed or damaged by the activities of the Town on the Grantor's Property to substantially the same condition as existing immediately prior to any activities of the Town on the Grantor's Property.

E. The Town shall pay the fair market value for any crops, fences, or livestock of the Grantor, his tenants and lessees which are damaged or destroyed as a result of the construction, operation, and maintenance of the sanitary sewer line.

F. To the extent allowed by law, the Town shall be liable for loss and damage which shall be caused by any wrongful exercise of the rights or ingress or egress to or from the Easement or by wrongful or negligent acts or omission of its agents or employees during the course of their employment on the Grantor's Property.

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 Town, the Grantor shall retain the right to use and enjoy the Easement.

B. The benefit and burdens of this Agreement shall inure to and be binding upon the respective heirs, personal representatives, successors, or assigns of the parties hereto.

C. Whenever used herein, the singular shall include the plural and the plural the singular and the use of any gender shall apply to all genders.

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

GRANTOR:

Julie M. Deters

Signed: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

GRANTEE:

TOWN OF TIMNATH,
A municipal corporation of the State of Colorado

By: _____
April D. Getchius, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

NOTICE: 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.

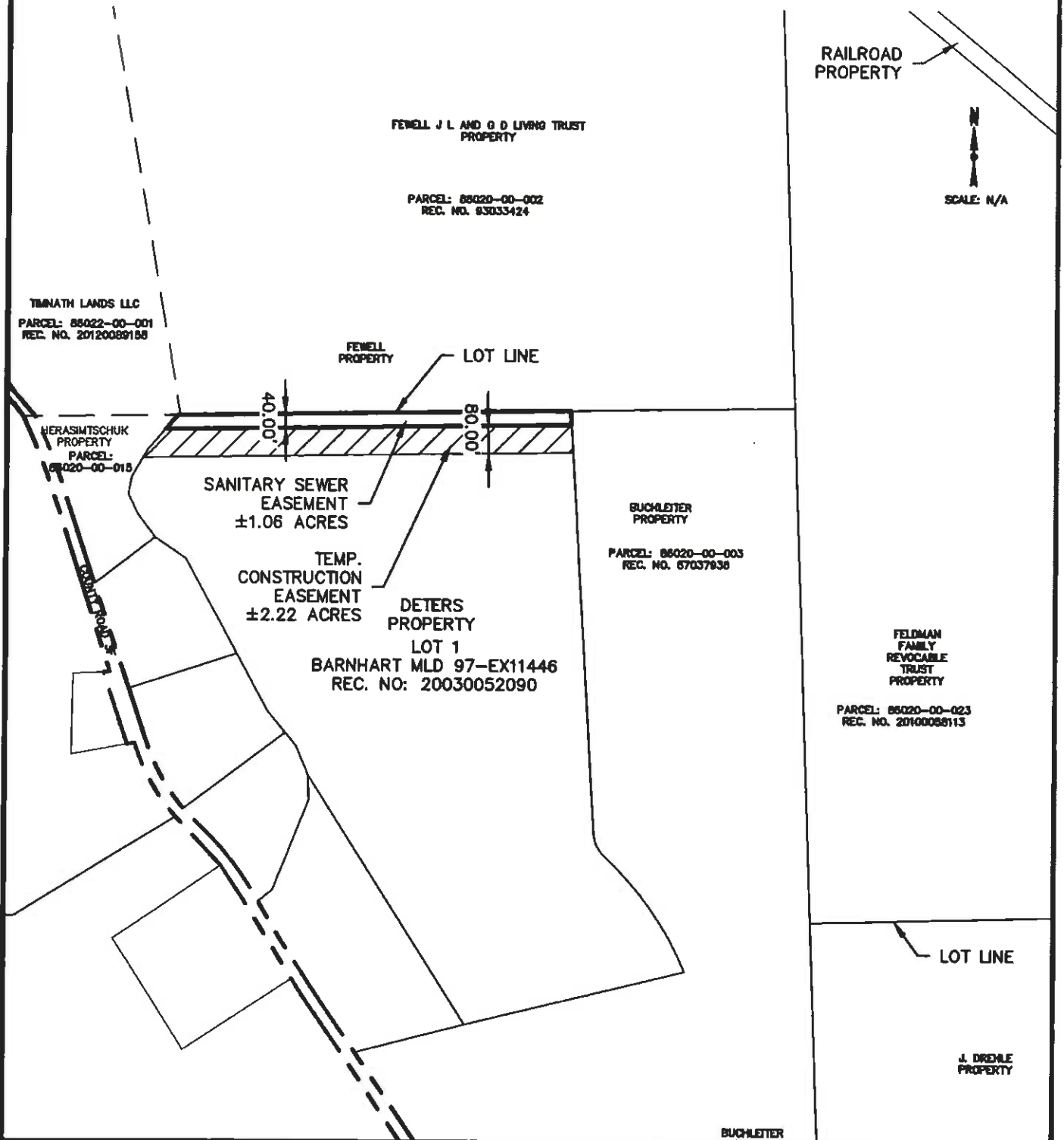


EXHIBIT A

OWNER: JULIE M. DETERS

TIMNATH SANITARY SEWER SOUTH TOWN LATERAL EASEMENT EXHIBIT FOR DETERS PROPERTY

SANITARY SEWER EASEMENT

A UTILITY EASEMENT LOCATED IN THE SOUTH HALF OF SECTION 02, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO

TST TOWN & SURVEY ENGINEERS

780 Whalers Way
 Building C, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557
 Fax: 970.228.0204
 Job no. 0679.0807.00
 Filename: K:\879\807\10
 SURVEY\LEGALS\MAPS\EASEMENTS
 SANITARY ALIGNMENT V2\DETERS
 DATE: 05/18/2015 PWB: ROB

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20__, by and between Fewell J L and GD Living Trust hereinafter referred to as "the Grantor" and the Town of Timnath, a municipal corporation of the State of Colorado (the "Town").

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained and the sum of ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, the Grantor has granted and conveyed and by these presents does grant and convey unto the Town, its successors and assigns, including but not limited to the South Fort Collins Sanitation District, a permanent non-exclusive easement for the installation, construction, maintenance, inspection, operation, replacement, or removal of one (1) or more sanitary sewer lines for the collection and service of sanitary sewer and wastewater, and all underground and surface appurtenances thereto, including metering stations and other fixtures, in, over, across, and upon:

An easement, as depicted on EXHIBIT A and described as follows:

THE WEST 45 FEET OF THE SOUTH 1,413.2 FEET OF LARIMER COUNTY PARCEL NUMBER 86020-00-002 AS DESCRIBED AT RECEPTION NUMBER 93033424, RECORDED IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER. SAID PARCEL CONTAINS 1.46 ACRES MORE OR LESS.

The parties hereto acknowledge that said easement (hereinafter referred to as "the Easement") is located on a parcel of property owned by the Grantor and hereinafter referred to as "the Grantor's Property":

In addition to the foregoing grant of easement by the Grantor to the Town, the Grantor further grants and conveys to the Town the following rights and privileges:

A. The right to grade the Easement for the full width thereof in such manner as the Town may reasonably determine to be necessary or advisable.

B. The right to support pipelines located within the Easement across ravines and watercourses with such structures as the Town shall reasonably determine to be necessary or advisable.

C. The right of ingress and egress to and from the Easement by means of existing roads (whether public or private) located on the Grantor's Property, if any, or in the absence of such roads, by such other routes as the Town shall determine to be reasonably necessary taking into consideration the minimization of damage to the Grantor's Property. Notwithstanding the foregoing, in the event the Grantor's Property is subdivided and in the event roads are dedicated on the plat of such property, which roads provide adequate access to the Easement, then the Town's right of ingress and egress over the Grantor's Property to the Easement shall be limited to such dedicated roads.

D. The right to grade, construct, maintain, and use any private roads upon the Grantor's Property in such manner as the Town may deem necessary or advisable in the exercise of its right of ingress and egress to and from the Easement.

E. To install, maintain, and use gates or other livestock barriers on all fences which now cross or hereafter cross the Easement.

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

G. All other rights necessary and incident to the full and complete use and enjoyment of the Easement for the purposes herein granted, including the right to use a buffer extending 80 feet north and east of the Easement and including 2.85 acres more or less, for temporary construction and maintenance operation.

The Grantor hereby covenants and agrees to and with the Town, its successors and assigns that:

A. Except as otherwise provided in subparagraph A, the Grantor, its heirs, personal representatives, administrators, successors, and assigns shall not erect or place any permanent building, structure, improvement, fence, tree, or other landscaping on the Easement. In the event of the placement of such obstacles on the Easement contrary to the provisions of this subparagraph A, the Town shall have the right to require the Grantor to remove such obstacles from the Easement and, in the event the Grantor fails to do so upon request, the Town may remove such obstacles without any liability for repair or replacement thereof. Notwithstanding the foregoing, the Grantor, its heirs, personal representatives, administrators, successors, and assigns shall have the right, without the consent of the Town, to plant grasses and other groundcover and small shrubs upon the Easement area which are usual and customary for the full use and enjoyment of the Property. However, the Town shall not be responsible for repair or replacement of any "exotic" plantings, ornamental trees, or similar landscaping other than usual and customary ground covering and shrubs.

B. The Grantor does hereby covenant and agree to and with the Town that the Grantor is lawfully seized of the Easement and the Grantor's Property, and that the Grantor has a good and lawful right to convey the Easement to the Town and that the Grantor warrants the title thereto.

The Town does hereby covenant and agree to and with the Grantor as follows:

A. The Town shall not fence or otherwise enclose the easement, except during periods of construction and repair.

B. All trenches and excavations made in the laying or repairing of the sanitary sewer line shall be properly backfilled and as much of the original surface soil as reasonably possible shall be placed on top. All large gravel, stones, and clods will be removed from the finished backfill. The Town will finish the backfill after normal settling of the soil so that the use and enjoyment of said Easement by the Grantor shall be suitable for the purpose now used. The Town will maintain the trench area and the sanitary sewer line.

C. In the event the Grantor's Property is being used for grazing purposes, the Town agrees that, during the period of construction of the sanitary sewer line or any subsequent alteration, removal or replacement of said sanitary sewer line, the Town will leave or arrange for reasonable crossings over the Easement for cattle and livestock of the Grantor and its tenants and lessees. Further, whenever it becomes necessary for the Town, its agents or contractors to cut a fence on the Grantor's Property, the Town shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or to construction in any one or more places substantial gates with dual locks and to furnish the Grantor with one (1) set of keys thereto. Before any such fence is cut by the Town, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the Town's temporary opening.

D. In the event the Grantor's Property is being used for production of any crops which require irrigation at the time the pipeline is constructed as set forth in the Agreement, the Town agrees, unless otherwise provided, to install and operate flumes or appropriate crossing devices across the Easement at all times during such construction operations. The Town further agrees, unless otherwise provided, not to block, dam, or obstruct in any manner any irrigation canal, drainage ditches, or creeks located on the Grantor's Property and further agrees to replace or repair any levees or banks disturbed or damaged by the activities of the Town on the Grantor's Property to substantially the same condition as existing immediately prior to any activities of the Town on the Grantor's property.

E. The Town shall pay the fair market value for any crops, fences, or livestock of the Grantor, his tenants and lessees which are damaged or destroyed as a result of the construction, operation, and maintenance of the sanitary sewer line.

F. To the extent allowed by law, the Town shall be liable for loss and damage which shall be caused by any wrongful exercise of the rights or ingress or egress to or from the Easement or by wrongful or negligent acts or omission of its agents or employees during the course of their employment on the Grantor's Property.

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 Town, the Grantor shall retain the right to use and enjoy the Easement.

B. The benefit and burdens of this Agreement shall inure to and be binding upon the respective heirs, personal representatives, successors, or assigns of the parties hereto.

C. Whenever used herein, the singular shall include the plural and the plural the singular and the use of any gender shall apply to all genders.

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

GRANTOR:

FEWELL J L AND GD LIVING TRUST

Trustee: _____

Signed: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

GRANTEE:

TOWN OF TIMNATH,
A municipal corporation of the State of Colorado

By: _____
April D. Getchius, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

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NOTICE: 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.

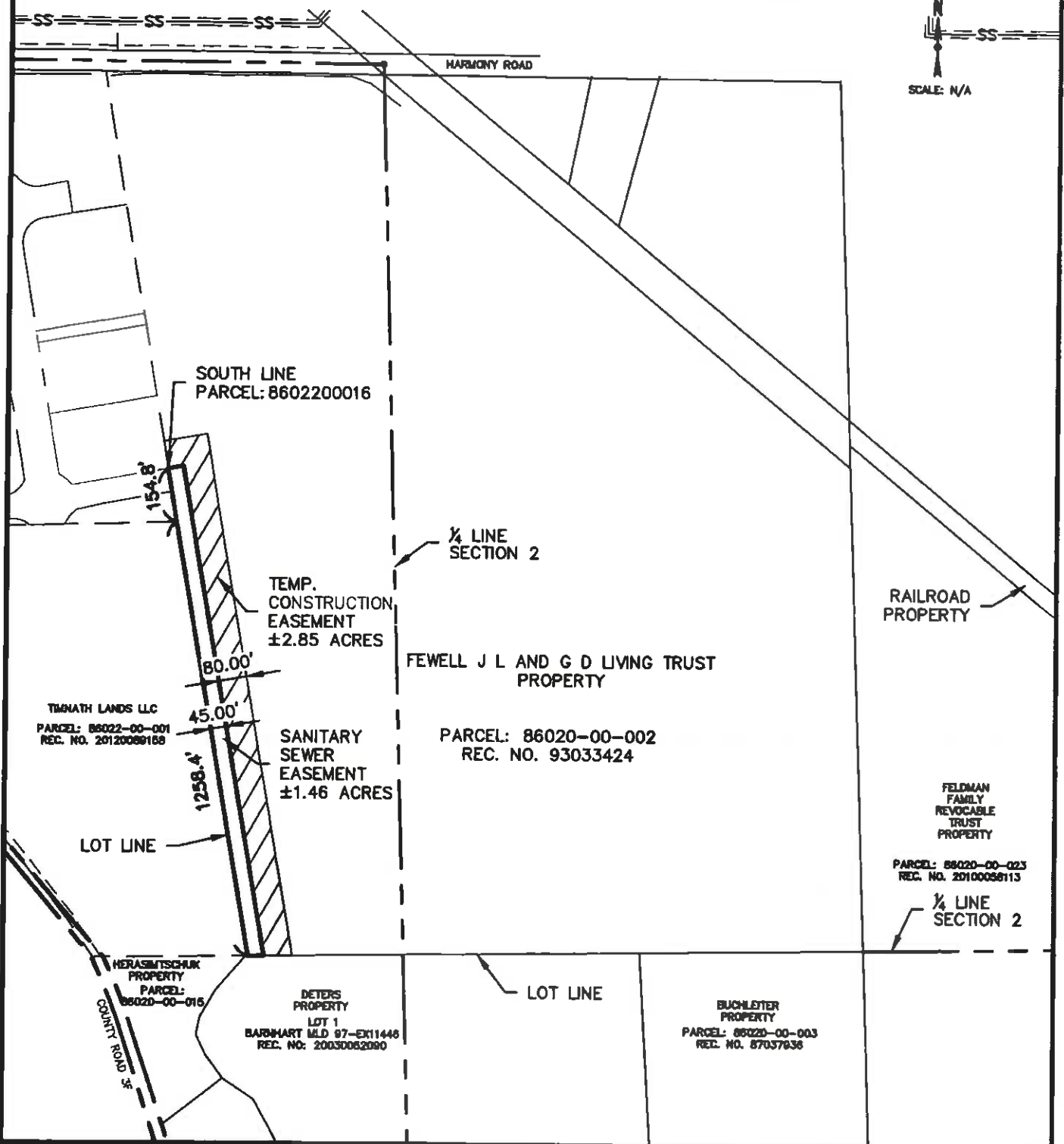


EXHIBIT A

OWNER: FEWELL J L AND G D LIVING TRUST

TIMNATH SANITARY SEWER SOUTH TOWN LATERAL EASEMENT EXHIBIT FOR FEWELL TRUST PROPERTY

SANITARY SEWER EASEMENT

A UTILITY EASEMENT LOCATED IN THE NORTH HALF OF SECTION 02, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO

TST T&E, INC. CONSULTING ENGINEERS

780 Whalers Way
 Building C, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557
 Fax: 970.226.0204
 Job no. 0879.0607.00
 Filename: K:\879\807\10
 SURVEY\LEGALS\MAPS\EASEMENTS
 SANITARY ALIGNMENT V2\FEWELL
 DATE: 05/18/2011 BY: ROB