TOWN OF TIMNATH
ORDINANCE NO. 15, SERIES 2014

AN ORDINANCE RATIFYING TRANSFER OF
EASEMENTS TO THE SOUTH FORT COLLINS
SANITATION DISTRICT

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 under the Colorado Constitution, the Town may adopt and amend ordinances;
and

WHEREAS, pursuant to Section 15.4 of the Charter, subject to certain limitations, the Town
Council shall approve the purchase, sale, exchange or disposition of any interest in real property
by ordinance; and

WHEREAS, the Town Council has been advised of certain easements requiring transfer for the
continuing maintenance of public infrastructure including the sewer system; and

WHEREAS, the Town Council desires to assign such easements to the South Fort Collins
Sanitation District, a Colorado special district and political subdivision, for the purpose of such
maintenance and thus ratify all of the easement transfers contained in the instruments attached
herein as Exhibit A.

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

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein
by reference and adopted as findings and determinations of the Council.

Section 2. Transfers. The Assignments of Interest in Easement Agreement, conveying the
interests in the Deters, Buchleiter, and Fewell easements, are hereby ratified as attached herein as
Exhibit A.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this
Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect
the validity or constitutionality of the remaining portions of this Ordinance. The Council hereby
declares that it would have passed this Ordinance and each part or parts hereof irrespective of the
fact that any one or parts be declared unconstitutional or invalid.

Please Return to:
Town of Timnath
4800 Goodman Street
Timnath, CO 80547
Section 4. Repeater. All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 5. 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, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON DECEMBER 9th, 2014 AT THE TIMNATH TOWN ADMINISTRATIVE BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 11th DAY OF NOVEMBER, 2014.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON DECEMBER 9th, 2014.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk

TOWN OF TIMNATH
COLORADO

SEAL
EXHIBIT A

ASSIGNMENTS OF INTEREST IN EASEMENT AGREEMENTS
ASSIGNMENT OF INTEREST
IN EASEMENT AGREEMENT
Buchleiter Easement

This ASSIGNMENT OF INTEREST IN EASEMENT AGREEMENT, including any and all exhibits attached hereto (the “Assignment”) is made this 24th day of June, 2014, by and between: the TOWN OF TIMNATH, Colorado (the “Assignor”), which is the Grantee under the Easement Agreement described herein; and the South Fort Collins Sanitation District, a Colorado special district and political subdivision (the “Assignee”). The Assignor and Assignee are hereby collectively referred to as the “Parties.”

RECITALS

WHEREAS, Grantor and Assignor entered into the Easement Agreement on November 1, 2013, attached hereto as Exhibit A (the “Easement Agreement”), desiring to convey an easement from Grantor to Assignor over the property described therein as: THE NORTH 40 FEET AND EAST 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 “Easement Property”); and

WHEREAS, the purpose of the Easement Agreement is to allow for installation of a sanitary sewer line by the Assignor; and

WHEREAS, the Assignor hereby seeks to further that purpose and convey its interest in the Easement Agreement to allow for the ongoing maintenance or replacement of the sewer system; and

WHEREAS, the Assignee is responsible for the maintenance, upkeep, repairs, and other work to ensure the functioning of the sewer system, and requires access to the Easement Property for such purpose.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged. The Parties agree as follows:

TERMS AND CONDITIONS

1. Assignment. Assignor hereby quitclaims and assigns with a one year warranty in accordance with the Easement Agreement all of its rights and obligations as Grantee under the terms of the Easement Agreement, as permitted by the Easement Agreement.

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Easement Agreement.

3. Release of Original Grantee. Assignor is hereby released from any and all obligations and liability as Grantee under the terms of the Easement Agreement, for all events
arising after this Assignment. Assignee is hereby released from any and all obligations and liability as Grantee under the terms of the Easement Agreement for events arising prior to the date of this Assignment.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this Agreement on this ___ day of ______, 2014. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Assignment.

ASSIGNOR:

THE TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado

[Signature]
Jill Grossman-Belisle
Mayor

ATTEST:

[Signature]
Town Clerk

STATE OF COLORADO )
 ) ss.
COUNTY OF Larimer )

The foregoing instrument was acknowledged before me this 30 day of October, 2014, by Jill Grossman-Belisle, as the Mayor of The Town of Timnath.

WITNESS my hand and official seal.

My commission expires: June 10, 2017

Assignor's Signature Page to Assignment of Interest in Easement Agreement

1229:0600.635058
ASSIGNEE:

SOUTH FORT COLLINS SANITATION DISTRICT, a Colorado special district and political subdivision

Michael D. DiTullio, Manager

5150 Sneed Drive
Fort Collins, CO 80525

STATE OF COLORADO )
COUNTY OF Larimer ) ss.

The foregoing instrument was acknowledged before me this 14th day of November, 2014, by Michael D. DiTullio, as the District Manager of South Fort Collins Sanitation District.

WITNESS my hand and official seal.

My commission expires: 06/11/2016

Kathy L. Hawkins
Notary Public

Assignee's Signature Page to Assignment of Interest in Easement Agreement
EXHIBIT A

EASEMENT AGREEMENT
EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 26th day of October, 2013, 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, 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 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 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 reasonable 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 reasonable and necessary taking into consideration the minimization of damage to the Grantor’s Property. Notwithstanding the foregoing, In the event 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 are 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 clogs 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 construct 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, its 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:

Sara B. Buchleiter

Signed: 

Gerald W. Buchleiter

Signed: 

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was acknowledged before me this 26th day of October, 2013 by

Gerald W. Buchleiter

Witness my hand and official seal.

My Commission Expires: March 27, 2017

KARLEE N HILL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134014439
MY COMMISSION EXPIRES MARCH 27, 2017

GRANTEE:

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

By: April D. Getchius, Town Manager

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was acknowledged before me this 21st day of November, 2013 by

April D. Getchius

Witness my hand and official seal.

My Commission Expires: June 10, 2017

Desire M. Sanchez
Notary Public
State of Colorado
Notary ID 20134032854
Commission Expires June 10, 2017
ASSIGNMENT OF INTEREST
IN EASEMENT AGREEMENT
Deters Easement

This ASSIGNMENT OF INTEREST IN EASEMENT AGREEMENT, including any and all exhibits attached hereto (the "Assignment") is made this 24th day of November 2014, by and between: the TOWN OF TIMNATH, Colorado (the "Assignor"), which is the Grantee under the Easement Agreement described herein; and the South Fort Collins Sanitation District, a Colorado special district and political subdivision (the "Assignee"). The Assignor and Assignee are hereby collectively referred to as the "Parties."

RECITALS

WHEREAS, Grantor and Assignor entered into the Easement Agreement on November 1, 2013, attached hereto as Exhibit A (the "Easement Agreement"), desiring to convey an easement from Grantor to Assignor over the property described therein as: THE NORTH 40 FEET OF LOT 1, BARNHART MLD 97-EX1146, BEING LARIMER COUNTY PARCEL NUMBER 86024-10-701 AS DESCRIBED AT RECEIPTION NUMBER 20030052090, RECORD IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER. SAID PARCEL CONTAINS 1.06 ACRES MORE OF LESS (the "Easement Property"); and

WHEREAS, the purpose of the Easement Agreement is to allow for installation of a sanitary sewer line by the Assignor; and

WHEREAS, the Assignor hereby seeks to further that purpose and convey its interest in the Easement Agreement to allow for the ongoing maintenance or replacement of the sewer system; and

WHEREAS, the Assignee is responsible for the maintenance, upkeep, repairs, and other work to ensure the functioning of the sewer system, and requires access to the Easement Property for such purpose.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged. The Parties agree as follows:

TERMS AND CONDITIONS

1. Assignment. Assignor hereby quitclaims and assigns with a one year warranty in accordance with the Easement Agreement all of its rights and obligations as Grantee under the terms of the Easement Agreement, as permitted by the Easement Agreement.

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Easement Agreement.

3. Release of Original Grantee. Assignor is hereby released from any and all obligations and liability as Grantee under the terms of the Easement Agreement, for all events
arising after this Assignment. Assignee is hereby released from any and all obligations and liability as Grantee under the terms of the Easement Agreement for events arising prior to the date of this Assignment.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of ______, 2014. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Assignment.

ASSIGNOR:

THE TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado

Jill Grossman-Belisle
Mayor

ATTEST:

Miltia Peters
Town Clerk

STATE OF COLORADO )
) ss.
COUNTY OF Larimer

The foregoing instrument was acknowledged before me this 30 day of October, 2014, by Jill Grossman-Belisle, as the Mayor of The Town of Timnath.

WITNESS my hand and official seal.

My commission expires: June 10, 2017

(SEAL)

Dezire M. Sanchez
Notary Public
State of Colorado
Notary ID 20134032854
My Commission Expires June 10, 2017

Assignor’s Signature Page to Assignment of Interest in Easement Agreement
ASSIGNEE:

SOUTH FORT COLLINS SANITATION DISTRICT, a Colorado special district and political subdivision

[Signature]
Michael D. DiTullio, Manager

5150 Sneed Drive
Fort Collins, CO 80525

STATE OF COLORADO                      )
COUNTY OF (LAKE)

The foregoing instrument was acknowledged before me this 14th day of November, 2014, by Michael D. DiTullio, as the District Manager of South Fort Collins Sanitation District.

WITNESS my hand and official seal.

My commission expires: 6/1/2016

[Signature]
Kathy L. Hawkins
Notary Public

Assignee’s Signature Page to Assignment of Interest in Easement Agreement
EXHIBIT A

EASEMENT AGREEMENT
EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the _ _ day of _ _ Nov, _, 2013, 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 200300052090, 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: [Signature]

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was acknowledged before me this 1 day of November, 2013 by

Julie M. Deters

Witness my hand and official seal.

JOANNE R. MILLIGAN

My Commission Expires: 01/18/14
Notary Public

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

By: April D. Getchius
April D. Getchius, Town Manager

STATE OF COLORADO )
) ss.
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 20 day of November, 2013 by

April D. Getchius

Witness my hand and official seal.

My Commission Expires: June 10, 2017

Desiree M Sanchez
Notary Public
State of Colorado
Notary ID 20134032554
My Commission Expires June 10, 2017
EXHIBIT A

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

OWNER: JULIE M. DETERS
TIMNATH SANITARY SEWER SOUTH TOWN LATERAL EASEMENT EXHIBIT FOR DETERS PROPERTY

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.

FENWELL J. L. AND C. O. LIVING TRUST PROPERTY
PARCEL: 00020-00-002
REC. NO. 930033424

SANITARY SEWER EASEMENT ±1.06 ACRES
TEMP. CONSTRUCTION EASEMENT ±2.22 ACRES

DETERS PROPERTY
LOT 1
BARNHART MLD 97-EX11446
REC. NO: 20030052090

BUCHELTER PROPERTY
PARCEL: 00020-00-003
REC. NO. 07037936

FELDMAN FAMILY REVOCABLE TRUST PROPERTY
PARCEL: 00020-00-003
REC. NO. 20100085113

J. DREHLE PROPERTY

RAILROAD PROPERTY
SCALE: N/A

LOT LINE

760 Western Way
Building D, Suite 200
Fort Collins, Colorado
Phone: 870.225.0207
Fax: 870.225.0204
Job: 0079, 0079, 0079, 0079, 0079, 0079
File name: K:\670\670\670\10
SURVEY LEGAL\MAPS\EASEMENTS
SANITARY ALIGNMENT VOL DETERS
DATE: 05/11/07
SIGNED: ROB
ASSIGNMENT OF INTEREST  
IN EASEMENT AGREEMENT  
Fewell Easement

This ASSIGNMENT OF INTEREST IN EASEMENT AGREEMENT, including any and all exhibits attached hereto (the “Assignment”) is made this 24 day of November, 2014, by and between: the TOWN OF TIMNATH, Colorado (the “Assignor”), which is the Grantee under the Easement Agreement described herein; and the South Fort Collins Sanitation District, a Colorado special district and political subdivision (the “Assignee”). The Assignor and Assignee are hereby collectively referred to as the “Parties.”

RECITALS

WHEREAS, Grantor and Assignor entered into the Easement Agreement on November 1, 2013, attached hereto as Exhibit A (the “Easement Agreement”), desiring to convey an easement from Grantor to Assignor over the property described therein as: 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 OF LESS (the “Easement Property”); and

WHEREAS, the purpose of the Easement Agreement is to allow for installation of a sanitary sewer line by the Assignor; and

WHEREAS, the Assignor hereby seeks to further that purpose and convey its interest in the Easement Agreement to allow for the ongoing maintenance or replacement of the sewer system; and

WHEREAS, the Assignee is responsible for the maintenance, upkeep, repairs, and other work to ensure the functioning of the sewer system, and requires access to the Easement Property for such purpose.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged. The Parties agree as follows:

TERMS AND CONDITIONS

1. Assignment. Assignor hereby quitclaims and assigns with a one year warranty in accordance with the Easement Agreement all of its rights and obligations as Grantee under the terms of the Easement Agreement, as permitted by the Easement Agreement.

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Easement Agreement.

3. Release of Original Grantee. Assignor is hereby released from any and all obligations and liability as Grantee under the terms of the Easement Agreement, for all events arising after this Assignment. Assignee is hereby released from any and all obligations and liability.
as Grantee under the terms of the Easement Agreement for events arising prior to the date of this Assignment.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this Agreement on this ___ day of ________, 2014. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Assignment.

ASSIGNOR:

THE TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado

\[ Signature \]
Jill Grossman-Belisle
Mayor

ATTEST:

\[ Signature \]
Town Clerk

STATE OF COLORADO )
COUNTY OF Larimer ) ss.

The foregoing instrument was acknowledged before me this 30 day of October, 2014, by Jill Grossman-Belisle, as the Mayor of Town of Timnath.

WITNESS my hand and official seal.

My commission expires: June 10, 2017

(SEAL)

\[ Signature \]
Notary Public

Assignor's Signature Page to Assignment of Interest in Easement Agreement
ASSIGNEE:

SOUTH FORT COLLINS SANITATION DISTRICT, a Colorado special district and political subdivision

Michael D. DiTullio, Manager
5150 Smead Drive
Fort Collins, CO 80525

STATE OF COLORADO )
COUNTY OF Larimer ) ss.

The foregoing instrument was acknowledged before me this 12th day of November, 2017, by Michael D. DiTullio, as the District Manager of South Fort Collins Sanitation District.

WITNESS my hand and official seal.

My commission expires: 6/1/2016

[Notary Public]
Kathy L. Hawkins

Assignee’s Signature Page to Assignment of Interest in Easement Agreement
EXHIBIT A

EASEMENT AGREEMENT
BASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 28th day of January, 2014, 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. However, prior to any taking such other routes, the Town will consult with Grantor in an effort to minimize any damage on 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. Any grading, construction, of any roads or access will be done in such a manner as to minimize damage to the Grantor’s property. Further the parties agree any new construction, of any type, will first be attempted on the properties western edge.

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 operations.
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. Further, the Grantor, its heirs, personal representatives, administrators, successors, and assigns shall have the right, without the consent of the Town, to plant all farming crops on the easement. 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 slacking off 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: Heritage Trust Company

Signed: [Signature]

STATE OF COLORADO 
COUNTY OF LARIMER 
ss.

The foregoing instrument was acknowledged before me this 9 day of January, 2014 by

Brian Hill 
Witness my hand and official seal.

My Commission Expires: 9/24/2015
Notary Public

GRANTEE:

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

By: [Signature] 
April D. Getchius, Town Manager

STATE OF COLORADO 
COUNTY OF LARIMER 
ss.

The foregoing instrument was acknowledged before me this 9 day of January, 2014 by

April D. Getchius
Witness my hand and official seal.

My Commission Expires: 8-8-16
Notary Public

[Notary Seal]

Milesa A. Peters
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044025056
MY COMMISSION EXPIRES AUGUST 8, 2016
SANITARY SEWER EASEMENT

A/utility EASEMENT LOCATED IN THE NORTH HALF OF SECTION 02, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF TIMNATH, COUNTY OF LARimer, STATE OF COLORADO