

RESOLUTION NO. 16 SERIES 2025

A RESOLUTION APPROVING A TEMPORARY AND PERMANENT EASEMENT DEEDS BETWEEN THE TOWN OF TIMNATH AND NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto are the Temporary Construction Easement Deed and the Easement Deed (the “Easement Deeds”); and

WHEREAS, the Town of Timnath (“Grantor”), the owner of certain real property located on Exhibit A map (the “Property”), has agreed to grant easements on a portion of said Property to Northern Integrated Supply Project Water Activity Enterprise (“Grantee”) a government-owned business; and

WHEREAS, the easements granted will be for the purposes of installing and constructing a water pipeline (the “Project”), which is necessary for the public good and in the best interest of the community; and

WHEREAS, the granting of a Temporary Easement and Permanent Easement will allow Grantee to carry out the Project while ensuring compensation to the Grantor for the use of the Property in accordance with agreed terms; and

WHEREAS, the Town Council is familiar with the Easement Deeds and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The Easement Deeds are hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Public Works Director, Town Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON FEBRUARY 25, 2025.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk



EXHIBIT A

TEMPORARY AND PERMANENT EASEMENT DEEDS

TEMPORARY CONSTRUCTION EASEMENT DEED

This Temporary Construction Easement Deed is made this 25 day of February 2025, by and between Town of Timnath, a Municipality, whose address is 4750 Signal Tree Drive, Timnath, CO 80547 ("GRANTOR"), and the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.*, and owned by the Northern Colorado Water Conservancy District, whose address is 220 Water Avenue, Berthoud, Colorado 80513 ("GRANTEE").

GRANTOR, for and in consideration of the sum of Nine Thousand Seven Hundred Seventy Two Dollars (\$9,772.) paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by this Temporary Construction Easement Deed does grant, bargain, sell, convey, and confirm to the GRANTEE, its successors and assigns, a temporary non-exclusive easement on and under the property described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference, located in Larimer County, Colorado ("Property"), for the purposes of:

1. Surveying, locating, installing, and constructing a buried water pipeline on lands adjacent to the Property, in whole or in part; and
2. Cutting and clearing trees, brush, debris, and other obstructions on the Property that might interfere with GRANTEE'S activities on the Property.

GRANTOR also hereby grants GRANTEE access, during the term of this Temporary Construction Easement, for purposes of surveying, locating, installing, and constructing a buried water pipeline, across property owned by the GRANTOR that is contiguous to the Property (described on Exhibit B attached hereto and incorporated herein by this reference) with the GRANTOR'S consent, which consent shall not be unreasonably withheld.

The term of this Temporary Construction Easement shall begin **forty two (42) days** after GRANTEE or its agent gives written notice to GRANTOR at the address set forth above of GRANTEE's intent to commence construction ("Commencement Date") and shall continue for a term of **two (2) years** from the date stated in the notice of intent to commence construction. In the event that construction is not completed within the two-year term described above, then GRANTEE or its agent may give notice to GRANTOR **thirty (30) days** before expiration of the term that it is extending the term of the Temporary Construction Easement for up to an additional **twelve (12) months** and the GRANTOR shall, for each month of such extended term, be paid a sum equal to 1/24th of the consideration amount above. If the Commencement Date does not occur on or before the date that is **five (5) years** after the date of execution of this Temporary Construction Easement Deed, then the Temporary Construction Easement shall automatically terminate.

Until the Temporary Construction Easement is terminated, GRANTOR shall not place, erect, install or permit any above or below ground building, structure, or other obstruction on the Property

that may interfere with the GRANTEE's activities on the Property hereunder.

The GRANTEE shall:

1. Restore the surface of the ground to substantially its condition prior to GRANTEE'S activities on the Property;
2. Restore fences, drain tile, irrigation systems, landscaping, private roads, and other improvements, to substantially the conditions existing prior to GRANTEE'S activities on the Property, or at GRANTEE's option pay the actual damages to such items caused by GRANTEE'S activities on the Property; and
3. Pay the GRANTOR the actual damages to growing crops, livestock, and other items caused by GRANTEE'S activities on the Property.

GRANTOR warrants and will forever defend the title to the Property.

GRANTOR: Town of Timnath, a Municipality

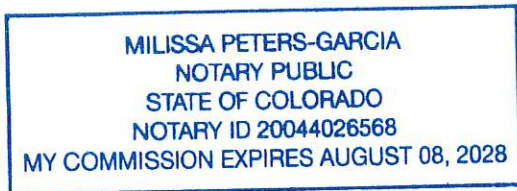


STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 25 day of
 February , 202 5 , by Robert Axmacher .

My commission expires 8/8/28 .

Witness my hand and official seal.



Milissa Peters-Garcia
Notary Public

EXHIBIT "A"

S41°16'24"W.
216.01' (TIE)

E1/4 COR. SEC. 24
T7N, R68W 6TH P.M.
FOUND 3.5" ALUM. CAP
STAMPED L.S. 34995

WILDWING DRIVE

POINT OF BEGINNING

S'LY
R.O.W.

C1 C2

14' U.E.
PER PLAT

SE 1/4 SECTION 24,
T7N, R68W, 6TH P.M.
LARIMER COUNTY

14' U.E.
PER PLAT

OWNER:
5258 RANCH LLC
RECEPTION NO.
4867766

SW 1/4 SECTION 19,
T7N, R68W, 6TH P.M.
WELD COUNTY

CLP #138

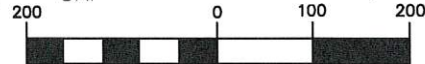
OWNER:
5258 RANCH LLC
REC. NO. 4018154

70' R.O.W. PER PLAT
WILDWING FINAL PLAT FILING NO. 2
REC. NO 20160012605

40' EASE. & R.O.W. AGREEMENT-NORTH
WELD COUNTY WATER DISTRICT
REC. NO. 2001103478

E. LINE SE1/4 SEC. 1
BASIS OF BEARING
N00°10'32"W 2654.49'

SE. COR. SEC. 24
T7N, R68W 6TH P.M.
FOUND ALUMINUM
CAP



1 inch = 200 ft.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°10'32"E	643.00'
L2	S22°40'32"E	33.94'
L3	S00°10'32"E	528.61'
L4	N26°15'07"W	61.45'
L5	N37°17'18"W	21.52'
L6	N00°10'32"W	448.29'
L7	N22°40'32"W	33.94'
L8	N00°10'32"W	647.83'

TRACT A
WILDWING FINAL PLAT
FILING NO. 2
REC. NO 20160012605

CLP #573

OWNER:
TOWN OF TIMNATH

TEMPORARY
EASEMENT
AREA=46,514 S.F.±
OR 1.068 ACRES±

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	31.93'	63.50'	28°48'33"	N88°04'17"E	31.59'
C2	8.69'	139.50'	3°34'16"	N75°27'05"E	8.69'

S'LY SIDE
TRACT A

LOT 2 BLOCK 22
WILDWING FINAL PLAT
FILING NO. 2
REC. NO. 20160012605

TRACT F

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) 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 AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: JB
CHKD. BY: JN
DATE: 06/05/24
SCALE: 1" = 200'

FILE: R12971-A_NISP 2023
SHEET: 1 OF 2
W/O #:

TEMPORARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT A OF WILDWING FINAL PLAT FILING NO. 2 FILED IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 20160012605, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, ASSUMED TO BEAR $N00^{\circ}10'32''W$ A DISTANCE OF 2654.49 FEET FROM AN ALUMINUM CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 24 TO A 3.5" ALUMINUM CAP STAMPED L.S. 34995 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 24;

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WILDWING DRIVE, SAID POINT BEARS $S41^{\circ}16'24''W$ A DISTANCE OF 216.01 FEET FROM SAID EAST QUARTER CORNER;

THENCE $S00^{\circ}10'32''E$ A DISTANCE OF 643.00 FEET; THENCE $S22^{\circ}40'32''E$ A DISTANCE OF 33.94 FEET; THENCE $S00^{\circ}10'32''E$ A DISTANCE OF 528.61 FEET TO THE SOUTHERLY SIDE OF SAID TRACT A; THENCE ALONG SAID SOUTHERLY SIDE THE FOLLOWING TWO COURSES: 1.) THENCE $N26^{\circ}15'07''W$ ALONG SAID SOUTH LINE A DISTANCE OF 61.45 FEET; 2.) THENCE $N37^{\circ}17'18''W$ A DISTANCE OF 21.52 FEET; THENCE $N00^{\circ}10'32''W$ A DISTANCE OF 448.29 FEET; THENCE $N22^{\circ}40'32''W$ A DISTANCE OF 33.94 FEET; THENCE $N00^{\circ}10'32''W$ A DISTANCE OF 647.83 FEET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY ON A CURVE TO THE LEFT AN ARC LENGTH OF 31.93 FEET WITH A RADIUS OF 63.50 FEET, CENTRAL ANGLE $28^{\circ}48'33''$, AND A CHORD WHICH BEARS $N88^{\circ}04'17''E$ A DISTANCE OF 31.59 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT AN ARC LENGTH OF 8.69 FEET WITH A RADIUS OF 139.50 FEET, CENTRAL ANGLE $03^{\circ}34'16''$, AND A CHORD WHICH BEARS $N75^{\circ}27'05''E$ A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTHEAST CORNER BEARS $S03^{\circ}27'32''E$ A DISTANCE OF 2496.68 FEET.

SAID PARCEL CONTAINS 46,514 SQUARE FEET OR 1.068 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.


Christopher P. Juliana 06/05/24
CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND BEHALF OF PRECISION SURVEY & MAPPING, INC.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: JB
CHKD. BY: JN
DATE: 06/05/24
SCALE: 1" = 200'

FILE: R12971-A_NISP 2023
SHEET: 2 OF 2
W/O #: _____

**TEMPORARY
EASEMENT**

Exhibit B

Tract A, Wildwing Final Plat Filing No. 2, a replat of Wildwing Filing No. 1, Amendment No. 2, and Lots 1 through

10, Block 1, Wildwing Subdivision Replat D, situate in the South half of Section 24, and the Northeast quarter of

Section 25, Township 7 North, Range 68 West of the 6th P.M., Town of Timnath, County of Larimer, State of

Colorado.

EASEMENT DEED

This Easement Deed is made this 25 day of February, 2025, by and between Town of Timnath, a Municipality, whose address is 4750 Signal Tree Drive, Timnath, CO 80547 ("GRANTOR"), and the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., and owned by the Northern Colorado Water Conservancy District whose address is 220 Water Avenue, Berthoud, Colorado 80513 ("GRANTEE").

GRANTOR, for and in consideration of the sum of Twenty Five Thousand Nine Hundred Eighty Six Dollars (\$25, 986) paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this Easement Deed does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a permanent non-exclusive easement on, under, and across the property described on Exhibit A attached hereto and incorporated herein by this reference, located in Larimer County, Colorado ("Property"); to enter, re-enter, occupy and use the Property for the purposes of:

1. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing and replacing one or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities, including but not limited to electric or other related control systems, underground cables, wires, and connections;
2. Marking the location of the Property and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Property under the terms of this Easement Deed; and
3. Cutting and clearing trees, brush, debris and other obstructions on the Property that might interfere with the operation and maintenance of GRANTEE'S activities and facilities on the Property.

GRANTOR also hereby grants to GRANTEE the right of access to the Property across the property owned by the GRANTOR described on Exhibit B attached hereto and incorporated herein by this reference that is contiguous to the Property, provided that GRANTOR must consent to such access, which consent shall not be unreasonably withheld.

The GRANTEE shall:

4. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the ordinary cultivation of the Property;
5. Restore the surface of the ground to substantially its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
6. Restore fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to substantially the conditions existing prior to GRANTEE'S activities on the Property, or at GRANTEE's option pay the actual damages to such items caused by GRANTEE'S activities on the Property;
7. Pay the GRANTOR the actual damages to growing crops, livestock, and other items on the Property caused by GRANTEE'S activities on the Property upon written notification from GRANTOR to GRANTEE within two years of the cause of damage; and
8. Restore or replace fences, structures, improvements, or trees that were installed by the GRANTOR on the Property after execution of this Easement Deed with the written consent of the GRANTEE as provided below, should such fences, structures, improvements, or trees be disturbed by the GRANTEE.

The GRANTOR reserves the right to use and occupy the Property for any purpose consistent with the rights and privileges granted herein which will not interfere with or endanger any of the GRANTEE'S facilities on or under the Property or GRANTEE'S use thereof. GRANTOR shall not:

9. Construct or allow the construction of any fences, structures, roads, or improvements of any kind on the Property without prior written consent of GRANTEE. GRANTEE will not unreasonably withhold consent for the following:
 - a. Gates and fences along property lines, provided that GRANTEE may install its own gates as necessary for GRANTEE's access and use of the Property;
 - b. Paved, gravel-surfaced, or unsurfaced roads that cross the easement perpendicularly;
 - c. Paved, gravel-surfaced, or unsurfaced parking areas that do not involve long-term storage;

- d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, and volleyball courts; and
 - e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
 - f. Utility crossings constructed substantially perpendicularly to GRANTOR's pipeline infrastructure.
- 10. Impound water or other substances on or over the Property;
 - 11. Store or dispose of any dangerous, toxic or hazardous substance on or under the Property;
 - 12. Plant or allow any trees to grow wholly or partially on the Property without the prior written consent of GRANTEE.

GRANTOR warrants and will forever defend the title to the Property.

GRANTOR: Town of Timnath, a Municipality

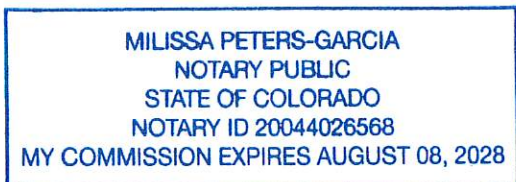


STATE OF COLORADO)
) ss.
 COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 25 day of February , 20 25 , by Robert Axmacher

My commission expires 8/8/28 .

Witness my hand and official seal.



 Melissa Peters-Garcia
 Notary Public

EXHIBIT "A"

S41°16'24"W
216.01' (TIE)

E1/4 COR. SEC. 24
T7N, R68W 6TH P.M.
FOUND 3.5" ALUM. CAP
STAMPED L.S. 34995

WILDWING DRIVE

POINT OF BEGINNING

S'LY
R.O.W.

14' U.E.
PER PLAT

14' U.E.
PER PLAT

SE 1/4 SECTION 24,
T7N, R68W, 6TH P.M.
LARIMER COUNTY

OWNER:
5258 RANCH LLC
RECEPTION NO.
4867766

SW 1/4 SECTION 19,
T7N, R68W, 6TH P.M.
WELD COUNTY

CLP #138

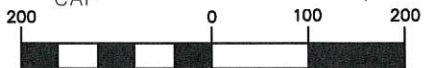
OWNER:
5258 RANCH LLC
REC. NO. 4018154

70' R.O.W. PER PLAT
WILDWING FINAL PLAT FILING NO. 2
REC. NO 20160012605

40' EASE. & R.O.W. AGREEMENT-NORTH
WELD COUNTY WATER DISTRICT
REC. NO. 2001103478

E. LINE SE1/4 SEC. 1
BASIS OF BEARING
N00°10'32"W 2654.49'

SE. COR. SEC. 24
T7N, R68W 6TH P.M.
FOUND ALUMINUM
CAP



1 inch = 200 ft.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°49'28"E	29.60'
L2	S00°10'32"E	634.42'
L3	S22°40'32"E	33.94'
L4	S00°10'32"E	571.15'
L5	S89°49'28"W	52.34'
L6	N15°05'13"W	29.77'
L7	N00°10'32"W	530.45'
L8	N22°40'32"W	33.94'
L9	N00°10'32"W	643.00'

TRACT A
WILDWING FINAL PLAT
FILING NO. 2
REC. NO 20160012605

CLP #573

OWNER:
TOWN OF TIMNATH

**PERMANENT
EASEMENT**
AREA=74,227 S.F.±
OR 1.704 ACRES±

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.65'	139.50'	12°35'12"	N83°31'49"E	30.58'

S'LY SIDE
TRACT A

LOT 2 BLOCK 22
WILDWING FINAL PLAT
FILING NO. 2
REC. NO. 20160012605

TRACT F

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) 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 AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: JB
CHKD. BY: JN
DATE: 06/05/24
SCALE: 1" = 200'

FILE: R12971-A_NISP 2023
SHEET: 1 OF 2
W/O #: _____

PERMANENT EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT A OF WILDWING FINAL PLAT FILING NO. 2 FILED IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 20160012605, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, ASSUMED TO BEAR $N00^{\circ}10'32''W$ A DISTANCE OF 2654.49 FEET FROM AN ALUMINUM CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 24 TO A 3.5" ALUMINUM CAP STAMPED L.S. 34995 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 24;

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WILDWING DRIVE, SAID POINT BEARS $S41^{\circ}16'24''W$ A DISTANCE OF 216.01 FEET FROM SAID EAST QUARTER CORNER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT AN ARC LENGTH OF 30.65 FEET WITH A RADIUS OF 139.50 FEET, CENTRAL ANGLE $12^{\circ}35'12''$, AND A CHORD WHICH BEARS $N83^{\circ}31'49''E$ A DISTANCE OF 30.58 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY $N89^{\circ}49'28''E$ A DISTANCE OF 29.60 FEET; THENCE $S00^{\circ}10'32''E$ A DISTANCE OF 634.42 FEET; THENCE $S22^{\circ}40'32''E$ A DISTANCE OF 33.94 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH COUNTY ROAD 1; THENCE $S00^{\circ}10'32''E$ ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 571.15 FEET TO THE SOUTHERLY SIDE OF SAID TRACT A; THENCE ALONG SAID SOUTHERLY SIDE THE FOLLOWING TWO COURSES: 1.) THENCE $S89^{\circ}49'28''W$ ALONG A DISTANCE OF 52.34 FEET; 2.) THENCE $N15^{\circ}05'13''W$ A DISTANCE OF 29.77 FEET; THENCE $N00^{\circ}10'32''W$ A DISTANCE OF 530.45 FEET; THENCE $N22^{\circ}40'32''W$ A DISTANCE OF 33.94 FEET; THENCE $N00^{\circ}10'32''W$ A DISTANCE OF 643.00 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTHEAST CORNER BEARS $S03^{\circ}27'32''E$ A DISTANCE OF 2496.68 FEET.

SAID PARCEL CONTAINS 74,227 SQUARE FEET OR 1.704 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.


Christopher P. Julian 06/05/24
CHRISTOPHER P. JULIAN, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: JB
CHKD. BY: JN
DATE: 06/05/24
SCALE: 1" = 200'

FILE: R12971-A_NISP 2023
SHEET: 2 OF 2
W/O #: _____

**PERMANENT
EASEMENT**


Exhibit B

Tract A, Wildwing Final Plat Filing No. 2, a replat of Wildwing Filing No. 1, Amendment No. 2, and Lots 1 through

10, Block 1, Wildwing Subdivision Replat D, situate in the South half of Section 24, and the Northeast quarter of

Section 25, Township 7 North, Range 68 West of the 6th P.M., Town of Timnath, County of Larimer, State of

Colorado.

 Northern Water Northern Integrated Supply Project	MEMORANDUM OF AGREEMENT	Project NISP	Alignment CLP
		Parcel/s 573	County Larimer

This agreement made on _____ 20____ is between the NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE, a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., and owned by the Northern Colorado Water Conservancy District (Grantee), for the purchase of the property/properties described in the attached exhibit from Town of Timnath, a municipality _____ (GRANTOR). Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration.

Fee Land (described in attached exhibits)		\$	N/A
Permanent Easements (described in attached exhibits)	1.704 * 30,500 /AC * %50	\$	25,986
Temporary Easements (described in attached exhibits)	Active 1.068*30,500 /AC * %10*2 years Inactive 1.068*30,500 /AC * %2 *5 years	\$	9,772
Total (fair Market value)		\$	35,800 (R)
Incentive Amount	Heather Ault (in person) -or- hault@northernwater.org-or- (Valid if signed MOA delivered to <u>220 Water Avenue Berthoud CO 80513</u> by 5pm <u>02</u> / <u>28</u> /20 <u>25</u>)	\$	8,950
Total Compensation		\$	44,750
Other Conditions			

The GRANTOR:

- Has entered into this agreement only because the GRANTEE has the power of eminent domain and dominant eminent domain and requires the property for public purposes;
- Shall be responsible for delivering clear, unencumbered title to GRANTEE, subject to permitted exceptions attached hereto. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- Will execute and deliver to GRANTEE the documents attached hereto no later than 7 days from the date of full execution of this Agreement.


The GRANTEE:

- Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- Will be held harmless from any claims against the property or to any interest in the property.
- Will make payment after receiving executed deeds from the GRANTOR;
- Will take possession and use of the property/properties upon payment of the purchase price.

The following documents are attached:

- General Warranty Deed
 Permanent Easement
 Temporary Easement
 Exceptions
 Other

Continued on Page 2

 Northern Water Northern Integrated Supply Project	MEMORANDUM OF AGREEMENT	Project NISP	Alignment CLP
		Property/Properties 573	County Larimer

The GRANTOR and the GRANTEE further agree as follows:

1. Any and all obligations of GRANTEE that may arise under this Agreement, whether financial or otherwise, shall be payable solely from the revenues, income, rents and receipts earned by GRANTEE. Nothing herein shall be deemed to prevent GRANTEE from making any payments from any other legally available source. In no event shall GRANTEE be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Agreement or which would cause GRANTEE to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, neither GRANTEE nor Northern Colorado Water Conservancy District (NORTHERN WATER) shall be required to expend any funds or impair any assets of NORTHERN WATER in the performance of any of GRANTEE's obligations under this Agreement. The obligations of GRANTEE under this Agreement do not constitute a debt or indebtedness of GRANTEE or NORTHERN WATER within the meaning of any constitutional, charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of GRANTEE or NORTHERN WATER.
2. Nothing in this Agreement shall constitute a waiver, in whole or in part, of the governmental immunities, rights, or protections provided to GRANTEE by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to -120, or any successor or similar statutes of the State of Colorado.
3. GRANTOR represents, warrants, covenants and agrees that, as of the date this Agreement is fully executed and as of the date of closing, GRANTOR has and will have the full right, power, and authority to sell and convey the above referenced property to GRANTEE as provided in this Agreement and to carry out its obligations hereunder, and all required governmental or corporate action necessary to authorize GRANTOR to enter into this Agreement and to carry out its obligations hereunder has been or upon the date of closing will have been taken.
4. This Agreement, when executed and delivered, shall bind the parties and their survivors, representatives and assigns. Any amendments or modifications to this Agreement must be in writing and executed by all parties to be valid and binding.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
6. This Agreement consists of all the agreements, understandings, and promises between the GRANTOR and GRANTEE, and there are no agreements, understandings, or promises between GRANTOR and GRANTEE other than those set forth in this Agreement.
7. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants or agreements contained within this Agreement shall not be construed to constitute a waiver, relinquishment, or release of such obligations, covenants, or agreements.

Order Check \$ 44,750	Payable to: Town of Timnath, a municipality
ROW agent	Grantor Signature
Real Estate Manager	Grantor Signature (if applicable)
Grantee (Bradley Wind-General Manager)	Grantor Signature (if applicable)

Company	10	Account	730000
Fund	140	Facility	9999
Department	280	Task	280001
Project	22140610		

NORTHERN WATER
USE ONLY

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any and all interest in all oil, gas and other mineral rights reserved by David Becker and Elsie Becker in the instrument recorded March 13, 1980 in [Book 2031 at Page 412](#), and any and all assignments thereof or interests therein.
9. Terms, conditions, provisions, agreements and obligations contained in the Sewerline Agreement recorded March 26, 2003 at Reception No. [20030109602](#) and Amended and Restated Agreements recorded January 16, 2008 at Reception No. [20080003243](#) and re-recorded May 27, 2016 at Reception No. [4207234](#) and July 30, 2008 at Reception No. [20080048645](#) and re-recorded May 27, 2016 at Reception No. [4207232](#).
10. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement for Wildwing Annexations 1 through 5 as recorded March 20, 2007 at Reception No. [20070020756](#), Ordinance 75, Series 2009 Amending said Agreement recorded October 42, 2009 at Reception No. [20090069795](#) and Amended and Restated Subdivision Improvement Agreement for Wilding Filing No. 2 and Future Filings recorded March 2, 2016 at Reception No. [20160012491](#).

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SCHEDULE B, PART II - Exceptions

(continued)

11. Terms, conditions, provisions, agreements and obligations contained in the Town of Timnath, Ordinance No. 19-2006 recorded October 27, 2007 at Reception No. [20070080543](#).
12. All matters shown on the Map of Boekel Annexation #5 recorded September 5, 2007 at Reception No. [20070067936](#).
13. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Declaration recorded November 20, 2007 at Reception No. [20070086611](#), First Amendment recorded January 30, 2012 at Reception No. [20120006063](#), Second Amendment recorded April 4, 2012 at Reception No. [20120022151](#), Third Amendment recorded February 8, 2013 at Reception No. [20130010638](#), Termination and Release of Certain Declarant Rights recorded February 26, 2016 at Reception No. [20160011597](#), Fourth Amendment recorded March 9, 2016 at Reception No. [20160014404](#), and any and all amendments, annexations, assignments and supplements thereto.
14. Terms, conditions, provisions, agreements and obligations contained in the License Agreement recorded December 20, 2007 at Reception No. [20070095167](#).
15. Any taxes or assessments by reason of the inclusion of the Land in the Wildwing Metropolitan District No. 1, as evidenced by instrument recorded January 22, 2008 at Reception No. [20080004105](#) and Amendment recorded April 14, 2008 at Reception No. [20080022951](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Assignment and Assumption Agreement recorded May 20, 2008 at Reception No. [3555207](#) (Weld County Records).
17. Terms, conditions, provisions, agreements and obligations contained in Resolution No. [2008050602](#) Wildwing Metropolitan District No. 1 Capital Recovery Fee Resolution as recorded May 20, 2008 at Reception No. [3555209](#) (Weld County Records).
18. Terms, conditions, provisions, agreements and obligations contained in the Guaranty Agreement and Acknowledgement recorded May 20, 2008 at Reception No. [3555212](#) and Reception No. [3555215](#) (Weld County Records).
19. Terms, conditions, provisions, agreements and obligations contained in the Estoppel Agreement recorded May 20, 2008 at Reception No. [3555217](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Assignment of Sewer System Capacity as recorded May 20, 2008 at Reception No. [20080031828](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Agreement recorded August 14, 2008 at Reception No. [20080052478](#), Amendment thereto recorded August 22, 2008 at Reception No. [20080054250](#) and Second Amendment recorded April 4, 2012 at Reception No. [20120022151](#).

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SCHEDULE B, PART II - Exceptions

(continued)

22. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvement Agreement recorded October 7, 2008 at Reception No. [20080063633](#).
23. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 2008-08-01 Wildwing Metropolitan District No. 1 Resolution Imposing a Wild Teal Unit Recovery Charge as recorded August 15, 2008 at Reception No. [20080052331](#).
24. Terms, conditions, provisions, agreements and obligations contained in the Agreement Concerning Preliminary Acceptance of Sanitary Sewer Infrastructure as recorded January 5, 2010 at Reception No. [20100000511](#).
25. Any and all interest in all oil, gas and other mineral rights granted to Delta Properties II, LLC in the instrument recorded November 16, 2011 at Reception No. [20110069904](#), and any and all assignments thereof or interests therein.
26. Any and all interest in all oil, gas and other mineral rights granted to Delta Properties II, LLC in the instrument recorded November 16, 2011 at Reception No. [20110069905](#), and any and all assignments thereof or interests therein.
27. Terms, conditions, provisions, agreements and obligations contained in the Special District Public Disclosure and Map Boundaries Pursuant to Sections 32-1-104.8, C.R.S. as recorded December 23, 2014 at Reception No. [20140074100](#).
28. Any and all of grantors interest in all oil, gas and other mineral rights, if any, reserved by Delta Properties II, LLC, a Colorado limited liability company in the instrument recorded January 20, 2012 at Reception No. [20120004116](#), and any and all assignments thereof or interests therein.
- NOTE: Said Deed contains a surface use restriction.
29. Terms, conditions, provisions, agreements and obligations contained in the Order creating Wildwing Metropolitan District No. 4 as recorded December 18, 2015 at Reception No. [20150085042](#).
30. All matters shown on the Wildwing Final PD Overlay recorded March 2, 2016 at Reception No. [20160012489](#).
31. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: March 2, 2016

Recording No: Plat [Book W at Page 697](#)

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SCHEDULE B, PART II - Exceptions

(continued)

32. Terms, conditions, provisions, agreements and obligations contained in the Settlement Agreement and Second Amendment to the Amended and Restated Wild Teal Sewerline Agreement recorded May 2, 2016 at Reception No. [20160026989](#).
33. Terms, conditions, provisions, agreements and obligations contained in the General Discloser and Common Questions Regarding Wildwing Metropolitan District Nos. 1-5 as recorded May 4, 2016 at Reception No. [20160027793](#).
34. Terms, conditions, provisions, agreements and obligations contained in the Wild Teal Sewerline Agreement recorded May 27, 2016 at Reception No. [4207233](#) (Weld County Records).
35. Terms, conditions, provisions, agreements and obligations contained in Ordinance No. 10, Series 2016 as recorded September 29, 2016 at Reception No. [20160065977](#).
36. Terms, conditions, provisions, agreements and obligations contained in the General Disclosure recorded February 21, 2017 at Reception No. [20170011817](#).
37. Covenants, conditions, restrictions and lien rights but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, and any and all amendments thereto, as set forth in the document.
- Recording Date: June 27, 2017
Recording No.: [20170042323](#)
38. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
- Recording Date: April 10, 2019
Recording No.: [20194480048](#)
39. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
- Recording Date: September 1, 2020
Recording No.: [20200069259](#)
40. Terms, conditions, provisions, agreements and obligations contained in the Water Rights as set forth below:
- Recording Date: September 17, 2018
Recording No.: [57242-2018](#)

END OF SCHEDULE B, PART II

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