

DEED OF EASEMENT

THIS DEED, made this ___ day of _____, 2004, between **KARIN A. LIVINGSTON, PERSONAL REPRESENTATIVE OF THE ESTATE OF SCOTT LIVINGSTON AKA SCOTT P. LIVINGSTON AKA SCOTT PHILIP LIVINGSTON**, of the County of Larimer, State of Colorado, **GRANTOR**, whose address is 930 North Shields Street, Fort Collins, Colorado 80521, and **THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation**, **GRANTEE**, whose address is 300 LaPorte Avenue, Fort Collins, Colorado 80521.

WITNESSETH:

That for and in consideration of the covenants and agreements herein set forth, the sum of **FIVE THOUSAND Dollars (\$5,000.00)**, and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt and adequacy of which is hereby acknowledged, the Grantor hereby grants, sells and conveys to the Grantee, its successors and assigns, a perpetual easement and right-of-way to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time a utility and drainage easement, together with a right-of-way for access, on, along, through and under all of the hereinafter described real property situated in the County of Larimer, State of Colorado, being described more fully on Exhibit "A" attached hereto and by this reference made a part hereof.

In addition thereto, Grantor grants to the Grantee a temporary construction easement being described more fully on Exhibit "B" attached hereto and by this reference made a part hereof for the purpose of constructing the aforementioned public improvements. As a condition of the granting of this temporary construction easement, the Grantee covenants and agrees to make best efforts to avoid damage to existing evergreen trees and treated fence posts located within the easement area. In the event such trees and posts are damaged due to the construction, Grantee shall replace them with like-kind evergreen trees no less than eight (8) feet in height and treated fence posts of the type being replaced.

The Grantor further grants to the Grantee:

- (a) the right of ingress to and egress from said easements over and across said lands of the Grantor by means of roads and lanes thereon; provided, that if any portion of said lands is or shall be subdivided and dedicated roads or highways on such portion shall extend to said easements, said right of ingress and egress on said portion shall be confined to such dedicated roads and highways;

- (b) the right from time to time to enlarge, improve, reconstruct, relocate and replace any public improvements, or other structures constructed hereunder with any other number or type of public improvements, or other structures either in the original location or at any alternate location or locations within said easements;
- (c) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easements;
- (d) the right to mark the location of said easements by suitable markers set in the ground; provided that said markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of said easements.

Grantor reserves the right to use said easements for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; and the parties further agree that the uses of said easement by Grantor and the agreements concerning those uses shall be as follows:

- (a) Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or otherwise add to the ground level in said easements; and,
- (b) Grantor shall not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said easements.

The Grantor states that it is the lawful owner in fee simple of the real property described herein; that it has a good and lawful right and authority to grant, sell and convey said property or any part thereof and that it warrants the title of said property.

Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal the day and year first above written; and the Grantee has caused this Deed to be executed as an Agreement by its City Manager, attested to by its City Clerk, and its corporate seal to be hereunto affixed on the ___ day of _____, 2004.

GRANTOR:

Karin A. Livingston, personal representative
of the Estate of Scott Livingston, AKA Scott
P. Livingston AKA Scott Philip Livingston

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this ___ day of _____, 2004, by Karin A. Livingston, personal representative of the Estate of Scott Livingston AKA Scott P. Livingston AKA Scott Philip Livingston, as Grantor.

Witness my hand and official seal.

My Commission expires:

Notary Public

THE CITY OF FORT COLLINS, COLORADO,
Municipal Corporation

By _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM

Assistant City Attorney



LEGAL DESCRIPTION

**CITY OF FORT COLLINS - VEHICLE SERVICES BUILDING
UTILITY AND DRAINAGE EASEMENT**

A 50.00 FOOT WIDE UTILITY AND DRAINAGE EASEMENT OVER AND ACROSS THAT TRACT OF LAND DESCRIBED AT RECEPTION NUMBER 91047692, LARIMER COUNTY RECORDS LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2 BEING MONUMENTED AT THE SOUTH END BY A 3" ALUMINUM CAP STAMPED "LS 20123, T7N R69W, SEC COR" IN A MONUMENT BOX AND AT THE NORTH END BY A 2 1/2" ALUMINUM CAP STAMPED "PLS 4502, T7N, R69W, 1/4, S2, S3, 1997" IN A MONUMENT BOX IS ASSUMED TO BEAR N00°39'49"E.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;
THENCE N46°56'49"E A DISTANCE OF 1831.88 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF SAID TRACT OF LAND;
THENCE N89°20'11"W ON THE SOUTH LINE OF SAID TRACT OF LAND A DISTANCE OF 50.00 FEET;
THENCE N00°40'13"E PARALLEL WITH THE EAST LINE OF SAID TRACT OF LAND A DISTANCE OF 350.11 FEET TO THE NORTH LINE OF SAID TRACT OF LAND;
THENCE ON SAID NORTH LINE THE FOLLOWING TWO (2) COURSES:

1. N84°05'19"E A DISTANCE OF 33.44 FEET;
2. N88°48'10"E A DISTANCE OF 16.79 FEET TO THE NORTHEAST CORNER THEREOF;


THENCE S00°40'13"W A DISTANCE OF 354.48 FEET TO THE POINT OF BEGINNING.

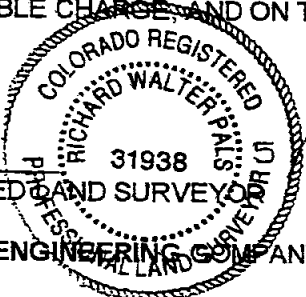
CONTAINING A CALCULATED AREA OF 0.405 ACRES (17,638 SQUARE FEET).

SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR EXISTING.

LEGAL DESCRIPTION STATEMENT:

I, RICHARD W. PALS, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


 RICHARD W. PALS, REGISTERED LAND SURVEYOR
 COLORADO NO. 31938
 FOR AND ON BEHALF OF THE ENGINEERING COMPANY



17/2004

CITY OF FORT COLLINS
TRAIL AND OPEN SPACE
BOOK 1973 PAGE 59

N88°48'10"E 16.79'
N84°05'18"E 35.44'
WIRE FENCE

FOUND #5 REBAR AND
ILLEGIBLE PLASTIC CAP

WEST 1/4 CORNER SECTION 2
TOWNSHIP 7 NORTH, RANGE 69 WEST
FOUND 2 1/2" ALUMINUM CAP STAMPED
"PLS 4502, T7N R69W, 1/4, S2, S3, 1997"
IN A MONUMENT BOX

FOUND #5 REBAR
W/ILLEGIBLE CAP

WEST LINE OF THE SW 1/4 OF SECTION 2
N00°39'49"E 2653.43'
BASIS OF BEARINGS

LIVINGSTON
RECEPTION NO. 91047692

N00°40'13"E 350.11'

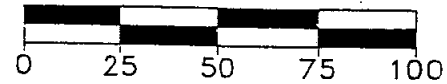
S00°40'13"W 354.48'

25' WIDE DRAINAGE EASEMENT
PER BOOK 2065 PAGE 708

6' CHAIN LINK FENCE

PROPOSED 50' WIDE
UTILITY AND
DRAINAGE EASEMENT

N89°20'11"W 50.00'



Scale: 1" = 50'



CITY OF FORT COLLINS
BOOK 1960 PAGE 508

N46°56'49"E
1831.88'

POINT OF COMMENCEMENT
SOUTHWEST CORNER SECTION 2
TOWNSHIP 7 NORTH, RANGE 69 WEST
FOUND 3" ALUMINUM CAP STAMPED
"LS 20123, T7N R69W, SEC COR" IN
A MONUMENT BOX

WIRE FENCE

GATE

POINT OF
BEGINNING

FOUND REBAR
NO CAP

THE ENGINEERING COMPANY AND
SURVEYOR OF RECORD DO NOT
EXPRESS NOR IMPLY ANY WARRANTY
WITH THIS DRAWING.
THIS DRAWING DOES NOT REPRESENT
A MONUMENTED SURVEY AND IS
ONLY INTENDED TO DEPICT THE
ATTACHED LEGAL DESCRIPTION.



The Engineering Company

2310 East Prospect Road, Suite B Fort Collins, CO 80525
(970) 484-7477 www.tec-engrs.com

LEGAL DESCRIPTION
EXHIBIT
CITY OF FORT COLLINS



**LEGAL DESCRIPTION
CITY OF FORT COLLINS-VEHICLE SERVICES BUILDING
TEMPORARY CONSTRUCTION EASEMENT**

A 20.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS THAT TRACT OF LAND DESCRIBED AT RECEPTION NUMBER 91047692, LARIMER COUNTY RECORDS LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2 BEING MONUMENTED AT THE SOUTH END BY A 3" ALUMINUM CAP STAMPED "LS 20123, T7N R69W, SEC COR" IN A MONUMENT BOX AND AT THE NORTH END BY A 2 1/2" ALUMINUM CAP STAMPED "PLS 4502, T7N, R69W, 1/4, S2, S3, 1997" IN A MONUMENT BOX IS ASSUMED TO BEAR N00°39'49"E.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;
THENCE N46°56'49"E A DISTANCE OF 1831.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND;
THENCE N89°20'11"W ON THE SOUTH LINE OF SAID TRACT OF LAND A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;
THENCE N00°40'13"E PARALLEL WITH THE EAST LINE OF SAID TRACT OF LAND A DISTANCE OF 350.11 FEET TO THE NORTH LINE OF SAID TRACT OF LAND;
THENCE S84°05'19"W ON SAID NORTH LINE A DISTANCE OF 20.13 FEET;
THENCE S00°40'13"W A DISTANCE OF 347.80 FEET TO SAID SOUTH LINE;
THENCE S89°20'11"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.160 ACRES (6,979 SQUARE FEET).

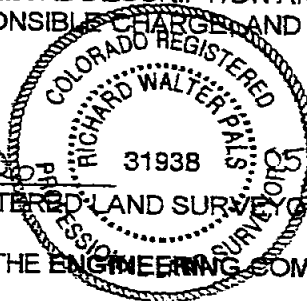
SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR EXISTING.

THIS EASEMENT SHALL TERMINATE ON DECEMBER 31, 2005

LEGAL DESCRIPTION STATEMENT:

I, RICHARD W. PALS, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

Richard W. Pals



05/17/2004

RICHARD W. PALS, REGISTERED LAND SURVEYOR
COLORADO NO. 31938
FOR AND ON BEHALF OF THE ENGINEERING COMPANY

CITY OF FORT COLLINS
TRAIL AND OPEN SPACE
BOOK 1973 PAGE 59

S84°05'19"W .20.13'
WIRE FENCE

FOUND #3 REBAR AND
ILLEGIBLE PLASTIC CAP

WEST 1/4 CORNER SECTION 2
TOWNSHIP 7 NORTH, RANGE 69 WEST
FOUND 2 1/2" ALUMINUM CAP STAMPED
"PLS 4502, T7N R69W, 1/4. S2, S3, 1997"
IN A MONUMENT BOX

FOUND #3 REBAR
ILLEGIBLE CAP



WEST LINE OF THE SW 1/4 OF SECTION 2
N00°39'49"E 2653.45'
BASIS OF BEARINGS

LIVINGSTON
RECEPTION NO. 91047692

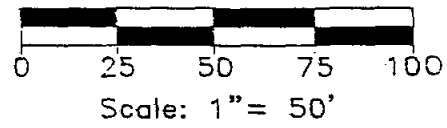
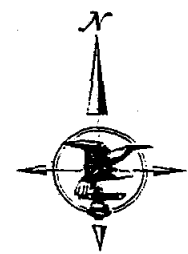
PROPOSED 20' WIDE TEMPORARY
CONSTRUCTION EASEMENT

25' WIDE DRAINAGE EASEMENT
PER BOOK 2065 PAGE 708

6' CHAIN LINK FENCE

S00°40'13"W 347.80'

N00°40'13"E 350.11'



N89°20'11"W 50.00'

POINT OF
BEGINNING

S89°20'11"E 20.00'

FOUND REBAR
NO CAP

CITY OF FORT COLLINS
BOOK 1960 PAGE 508

WIRE FENCE

GATE

N46°56'49"E
1831.88'

POINT OF COMMENCEMENT
SOUTHWEST CORNER SECTION 2
TOWNSHIP 7 NORTH, RANGE 69 WEST
FOUND 3" ALUMINUM CAP STAMPED
"LS 20123, T7N R59W, SEC COR" IN
A MONUMENT BOX

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SURVEYOR OF RECORD DO NOT
EXPRESS NOR IMPLY ANY WARRANTY
WITH THIS DRAWING.
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A MONUMENTED SURVEY AND IS
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LEGAL DESCRIPTION
EXHIBIT
CITY OF FORT COLLINS