

ORDINANCE NO. 024, 2019
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING A NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT FOR CITY
STORM SEWER LINES ON COLORADO STATE UNIVERSITY PROPERTY, INCLUDING
VACATION OF EASEMENTS GRANTED IN 1966 RIGHT-OF-WAY AGREEMENT

WHEREAS, the Board of Governors of the Colorado State University System, acting by and through Colorado State University (“Colorado State”) as grantor and the City of Fort Collins, Colorado (“City”), as grantee entered into a Right of Way Agreement dated May 27, 1966 (“ROW Agreement”) whereby Colorado State granted to the City a right of way for the construction, maintenance, servicing and operation of underground storm sewer lines upon certain properties of Colorado State University; and

WHEREAS, a portion of the storm sewer lines installed under the ROW Agreement are on real property now owned by the Colorado State University Research Foundation (“CSURF”); and

WHEREAS, the parties have reviewed the currently existing City storm sewer lines installed on the properties of Colorado State University under the ROW Agreement and have agreed to restate the legal description to depict the specific areas in which such lines are located and currently exist as of the date surveyed on March 2, 2018; and

WHEREAS, the parties have further agreed to replace and restate the ROW Agreement in its entirety, including vacation and termination of the prior grant of easement rights for storm sewer lines set forth in the ROW Agreement and the grant of easement rights for the existing City storm sewer lines on the terms and conditions set forth in the Non-Exclusive Utility Easement Agreement attached hereto as Exhibit A and incorporated herein by this reference (the “New Utility Easement Agreement”); and

WHEREAS, the vacation of the easements for stormwater purposes granted in the ROW Agreement by approval of the New Utility Easement Agreement requires Council action by Ordinance pursuant to Section 23-115 of the Fort Collins City Code; and

WHEREAS, staff has advised Council that easements granted in the ROW Agreement for City storm sewer lines are no longer needed for public right-of-way purposes and it is in the public’s interest to vacate the same upon the grant of the easements for City storm sewer lines set forth in the New Utility Easement Agreement; and

WHEREAS, staff has advised Council that the City Engineer has routed the vacation request to, and solicited comments from potentially affected utility agencies, City staff, emergency service providers and affected property owners in the vicinity of the right of way and easements to be vacated, if any, and recommended vacation of the easements for City storm sewer lines granted in the ROW Agreement to the City’s Director of Planning, Development and Transportation, who has in turn recommended to Council vacation of the easements for City storm sewer lines granted in the ROW Agreement upon the grant of the easements for City storm sewer lines set forth in the New Utility Easement Agreement.

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

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


Section 2. That the City Council hereby vacates the easements for City storm sewer lines as set forth in the ROW Agreement upon the effective date of the New Utility Easement Agreement. Title to the vacated right-of-way shall vest in accordance with Colorado Revised Statutes Section 43-2-302.

Section 3. That the City Council hereby accepts the easements for City storm sewer lines as granted in the New Utility Easement Agreement.

Introduced, considered favorably on first reading, and ordered published this 19th day of February, A.D. 2019, and to be presented for final passage on the 5th day of March, A.D. 2019.



Mayor

ATTEST:

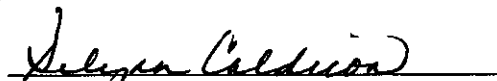

City Clerk



Passed and adopted on final reading on the 5th day of March, A.D. 2019.


Mayor

ATTEST:


City Clerk



Non-Exclusive Utility Easement Agreement

This Non-Exclusive Utility Easement Agreement ("Agreement") is made and entered into this day of _____, 2018 (the "Effective Date"), by and between THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY ("Grantor"), and THE CITY OF FORT COLLINS, COLORADO, a municipal corporation ("Grantee").

Recitals

- A. Grantor and Grantee entered into a Right of Way Agreement dated May 27, 1966 ("ROW Agreement") whereby Grantor granted to Grantee a right of way for the construction, maintenance, servicing and operation of underground storm sewer lines upon certain properties of Grantor.
- B. The parties have reviewed the currently existing storm sewer lines of Grantee on such properties of Grantor and have agreed that it is advisable to restate the legal description of the areas in which such lines are located.
- C. Grantor and Grantee have agreed to replace and restate the ROW Agreement in its entirety with this Easement Agreement.

Agreement

1. Grantor's Property. Grantor is the owner of those certain parcels of real property located in Larimer County, Colorado, which are described on Exhibit A, attached hereto and made a part of this Agreement (the "Property").
2. Grant of Non-Exclusive Utility Easement – Consideration and Description. For and in consideration of the covenants and agreements herein set forth, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the parties hereto agree to the terms and provisions herein. The Grantor grants, sells and conveys to the Grantee, its successors and assigns, a twenty (20) foot wide, non-exclusive utility easement (the "Easement") on, over, under and across the Property, subject to the conditions and restrictions set forth below. This Easement is granted solely for use as a storm sewer pipeline.
3. Purpose and Use of Easement. During the term of this Agreement and subject to all provisions herein, Grantee may use the Easement to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, storm sewer line improvements (the "Improvements"), and for access to the Improvements, on, over, under and across the Easement.
4. Construction Easement. [Intentionally deleted]
5. Additional Rights of Grantee. Grantor further grants to the Grantee:
 - (a) the right of ingress to and egress from the Easement over and across the Property by means of any established roads and lanes thereon, subject to the provisions of this Agreement;

- (b) the right from time to time to enlarge, improve, reconstruct, and replace the Improvements constructed hereunder with other public improvements consistent with the intended purpose of the Easement; and
- (c) the right to mark the location of the Easement by suitable markers set in the ground.

6. Grantor's Rights in Easement Area. Grantor reserves all rights (including mineral rights) in the land described, and the right to occupy and use it for all purposes not inconsistent with the rights granted herein to the Grantee, and which will not interfere with the Grantee's Improvements or the use thereof without Grantee's consent.

7. Access. During the term of this Agreement, Grantee shall have access at all times to the Easement for construction, repair, operation and maintenance of the Improvements constructed or installed under this Agreement.

8. Maintenance of the Easement Area. As a condition of continued use of the Easement, Grantee shall properly maintain the Improvements installed by the Grantee in connection with this Agreement. The Grantor may, after written notice to Grantee, so maintain such Improvements at Grantee's costs upon any failure by Grantee to properly maintain as required hereunder. Grantor will maintain the surface of the Easement in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirement, and will not deposit, or permit to be deposited, significant rubbish, debris, or any other substance or material on the Easement.

9. Environment and Character of Land. Any work or activity undertaken by Grantee in connection with this Agreement shall be so planned, designed and carried out as to interfere as little as reasonably possible with the character, appearance, and potential development of the nearby land and the surrounding environment, including its aesthetic character.

10. Drawings and Specifications. Drawings and specifications for major repair work contemplated in this Agreement shall be submitted to the Grantor or its representative for approval prior to commencement of any work. Such review and approval shall be for the purpose of determining whether or not the proposed improvements are consistent with the rights granted in this Agreement, and any approval by the Grantor shall not be construed as expanding such rights, or as an approval of the technical merits or adequacy of the Improvements. The Grantee shall be solely responsible for performing the work or construction in accordance with the rights granted herein and for any liability arising from the performance of such work.

11. Consent for Work. Except in cases of emergency and for routine inspection, Grantee shall obtain the prior consent of the Grantor or its representative before undertaking any work or activity within the Easement. Such consent shall not be unreasonably withheld. Provided however, Grantee shall not undertake any work or activity in the Easement area at the beginning and end of Colorado State University's semesters, except for emergency repairs.

12. Costs. All costs incurred in connection with any work, construction, restoration, or maintenance of Grantee's Improvements shall be borne entirely by the Grantee.

13. Restoration. After completion of any work undertaken in connection with this Agreement (whether the work involves original construction or later repair, replacement, maintenance or demolition), Grantee shall, at its own expense, restore the land and any improvements thereon substantially to the condition immediately prior to such work to the satisfaction of Grantor.

14. Compliance with Rules and Regulations. Grantee shall comply with all reasonable rules and regulations regarding the use of the Easement which have been or may be adopted and published by Grantor, to the extent such compliance does not unreasonably interfere with Grantee's use of the Easement as contemplated in this Agreement.
15. Continuous Use, Right of Entry for Conditions Broken. This Agreement is conditional on Grantee's continuous use of the Easement for the purposes described herein, and if the Grantee ever decides to permanently abandon the Easement, the Grantee agrees to take the necessary steps pursuant to the City Code and administrative policies to properly vacate the Easement. If Grantee fails to do so, Grantor shall have the right to re-enter the said premises and terminate this Agreement by bringing an action of ejectment or an equivalent action after having given notice of Grantor's election to so terminate in the manner specified in this Agreement.
16. Sale, Lease or Other Easement. Grantor may grant other easements within the Easement, so long as Grantee's use of the Easement is not unreasonably impaired. Grantee shall not grant any easements within or other rights to use the Easement to any others.
17. Right to Relocate. Grantor reserves the right to relocate the Easement and any Improvements constructed by Grantee hereunder, so long as such relocation does not adversely impact the purpose of the Easement and the performance of said Improvements. Grantor shall notify Grantee of any plans to relocate the Easement and provide a reasonable opportunity for Grantee to submit comments to Grantor. In such event, Grantor shall be responsible for the costs of such relocation. If such relocation is outside of the Easement area described on Exhibit A, this Agreement shall be amended to include the new location as part of the Easement.
18. Prior Easements. The Easement is granted subject to all easements, rights-of-way, and other matters of record, and those previously granted and now in force and effect. Grantor makes no warranties or representations as to matters of title.
19. Additional Use. Use of the Easement for any purpose not specified herein shall require prior amendment of this Agreement, executed in the same manner as this Agreement.
20. Non-Assignability. This Agreement is not assignable by the Grantee without the Grantor's prior written consent.
21. Successors. Subject to the limitations on assignment set forth herein, this Agreement shall be binding on the parties' legal successors.
22. No Third Party Beneficiary. It is expressly understood and agreed that the enforcement and conditions of this Agreement and all rights contained herein relating to its enforcement, shall be strictly reserved to the Grantee and the Grantor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person or entity. It is the express intention of the Grantor and the Grantee that any such person or entity, other than the Grantor or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
23. Sovereign Immunity. Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Grantor or Grantee, its departments, agents, officials and employees is controlled and limited by the provisions of

Section 24-10-101, et seq., C.R.S. as now or hereafter amended, and the risk management statutes, Section 24-30-1501, et seq., C.R.S. as now or hereafter amended.

24. Severability. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the agreement of the parties is capable of execution.

25. Notices. All notices required to be given under this Agreement shall be deemed given when personally delivered, or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following addresses:

CSU:
CSU-Real Estate Office
2537 Research Blvd.
Suite 200
Colorado State University
Fort Collins, CO 80522

City of Fort Collins:
Real Estate Services Manager
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522-0580

With Copy to:
Office of General Counsel
01 Administration Building
Colorado State University
Fort Collins, CO 80523-0006

With a Copy to:
City Attorney's Office
P.O. Box 580
Fort Collins, CO 80522-0580

26. Additional Terms and Conditions. Whenever used herein, the singular number includes the plural, the plural the singular; and the use of any gender is applicable to all genders. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

27. No Corrupt Influences. The signatories hereto aver that they are familiar with C.R.S. Section 18-8-301, et seq. (Bribery and Corrupt Influences) and C.R.S. Section 18-8-401, et seq. (Abuse of Public Office) as may be amended from time to time, and that no violation of such provisions is present.

28. No Beneficial Interest. The signatories hereto aver that to their knowledge, no State employee has any personal or beneficial interest in the property described herein.

29. ROW Agreement. Upon full execution of this Agreement by the parties, the Right of Way Agreement between the parties dated May 27, 1966 shall be of no further force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first above written.

GRANTOR:

**THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM,
acting by and through
COLORADO STATE UNIVERSITY**

By: _____
Lynn Johnson
Vice President for University Operations

Date: _____

Legal Review:
OFFICE OF THE GENERAL COUNSEL

By: _____
Jean M. Christman
Senior Associate Legal Counsel
Colorado State University System

Date: _____

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Lynn Johnson, Vice President for University Operations, Colorado State University.

Witness my hand and official seal.

My Commission expires:

Notary Public

GRANTEE:

THE CITY OF FORT COLLINS, COLORADO

Date: _____

By: _____
Darin A. Atteberry, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Date: _____

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2018, by Darin A. Atteberry as City Manager and _____ as
City Clerk of the City of Fort Collins.

Witness my hand and official seal.

My Commission expires:

Notary Public

**DESCRIPTION OF A STORM SEWER EASEMENT TO BE CONVEYED
TO THE CITY OF FORT COLLINS
(SECTION 14-7-69)**

A TWENTY FOOT (20') WIDE STRIP OF LAND LOCATED IN SECTION 14, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; BEING TEN FEET (10') ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINES:

STRIP A:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO BEAR N00°29'55"E, SAID LINE BEING MONUMENTED ON ITS SOUTH END BY A 3" ALUMINUM CAP STAMPED LS 20123, AND ON ITS NORTH END BY AN ILLEGIBLE HEXAGONAL BRASS CAP, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE N00°29'55"E, A DISTANCE OF 1,295.00 FEET;
THENCE S89°30'05"E, A DISTANCE OF 36.23 FEET TO THE POINT OF BEGINNING, SAID POINT LYING N00°32'53"E, 10.00 FEET FROM THE CENTER POINT OF AN EXISTING STORM WATER MANHOLE;

THENCE ALONG THE CENTER LINE OF AN EXISTING STORM SEWER LINE (AND ITS NORTHERLY EXTENSION) THE FOLLOWING TWENTY-SIX (26) COURSES:

1) S00°32'53"W, A DISTANCE OF 1273.32 FEET; 2) N89°31'58"E, A DISTANCE OF 277.47 FEET;
3) S00°10'57"W, A DISTANCE OF 284.62 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A";
4) S46°22'37"E, A DISTANCE OF 557.68 FEET; 5) S89°19'53"E, A DISTANCE OF 375.83 FEET;
6) N89°51'33"E, A DISTANCE OF 432.31 FEET; 7) S21°16'38"E, A DISTANCE OF 355.00 FEET;
8) S00°40'16"W, A DISTANCE OF 403.72 FEET TO A POINT HEREINAFTER KNOWN AS POINT "B";
9) N86°49'37"E, A DISTANCE OF 63.31 FEET; 10) S88°59'55"E, A DISTANCE OF 278.69 FEET;
11) N89°45'56"E, A DISTANCE OF 465.74 FEET; 12) S75°56'00"E, A DISTANCE OF 83.97 FEET;
13) S89°06'18"E, A DISTANCE OF 234.18 FEET; 14) N83°27'06"E, A DISTANCE OF 226.99 FEET;
15) S89°15'12"E, A DISTANCE OF 373.21 FEET; 16) S00°01'54"W, A DISTANCE OF 105.19 FEET;
17) S29°22'12"E, A DISTANCE OF 15.59 FEET; 18) S00°22'07"W, A DISTANCE OF 205.43 FEET;
19) S30°28'29"W, A DISTANCE OF 17.73 FEET; 20) S00°25'20"W, A DISTANCE OF 338.29 FEET;
21) S47°53'01"E, A DISTANCE OF 100.25 FEET 22) S06°53'08"W, A DISTANCE OF 116.55 FEET;
23) S05°06'48"E, A DISTANCE OF 73.18 FEET; 24) S00°09'34"W, A DISTANCE OF 153.01 FEET;
25) S01°38'41"W, A DISTANCE OF 165.01 FEET; 26) S76°30'11"E, A DISTANCE OF 36.79 FEET TO THE POINT OF TERMINUS, SAID POINT BEARING N87°44'29"E, A DISTANCE OF 830.47 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION.

STRIP B:

BEGINNING AT THE AFOREMENTIONED POINT "A";

THENCE ALONG THE CENTER LINE OF AN EXISTING STORM SEWER LINE THE FOLLOWING TWO (2) COURSES:

1) N46°24'22"W, A DISTANCE OF 278.97 FEET;
2) S89°18'17"W, A DISTANCE OF 110.44 FEET TO THE POINT OF TERMINUS, SAID POINT LYING ON THE WEST LINE OF SECTION 14, BEING 69.96 FEET SOUTH OF THE WEST QUARTER CORNER OF SAID SECTION.

STRIP C:

BEGINNING AT THE AFOREMENTIONED POINT "B";

THENCE ALONG THE CENTER LINE OF AN EXISTING STORM SEWER LINE THE FOLLOWING NINE (9) COURSES:

1) S89°16'04"W, A DISTANCE OF 429.07 FEET;
2) N72°25'48"W, A DISTANCE OF 189.10 FEET;

- 3) S88°54'28"W, A DISTANCE OF 157.69 FEET;
4) N88°03'04"W, A DISTANCE OF 210.93 FEET TO A POINT HEREINAFTER KNOWN AS POINT "C";
5) N82°11'34"W, A DISTANCE OF 85.19 FEET;
6) N89°04'43"W, A DISTANCE OF 367.24 FEET;
7) S69°59'52"W, A DISTANCE OF 32.96 FEET;
8) N89°21'28"W, A DISTANCE OF 169.77 FEET;
9)E S87°04'05"W, A DISTANCE OF 29.15 FEET TO THE POINT OF TERMINUS, SAID POINT LYING ON THE WEST LINE OF SECTION 14, BEING 1321.23 FEET SOUTH OF THE WEST QUARTER CORNER OF SAID SECTION.;

STRIP D:

BEGINNING AT THE AFOREMENTIONED POINT "C";
THENCE ALONG THE CENTER LINE OF AN EXISTING STORM SEWER LINE (AND ITS SOUTHERLY EXTENSION) THE FOLLOWING TWO (2) COURSES:

- 1) S00°49'59"W, A DISTANCE OF 284.23 FEET;
2) S00°39'47"E, A DISTANCE OF 78.44 FEET TO THE POINT OF TERMINUS, SAID POINT BEARING S00°39'47"E, 10.00 FEET FROM THE CENTER POINT OF AN EXISTING STORM WATER MANHOLE;

LESS AND EXCEPT ANY PORTION OF THE ABOVE-DESCRIBED 20 FOOT STRIPS LYING WITHIN THE RIGHTS OF WAY OF LAUREL STREET, SHIELDS STREET, LAKE STREET, CENTER AVENUE, AND/OR PROSPECT ROAD, **AND LESS AND EXCEPT** ANY PORTION LYING WITHIN THE EXISTING UTILITY EASEMENT TO THE CITY OF FORT COLLINS AS SHOWN AND DESCRIBED ON THE INSTRUMENT RECORDED DECEMBER 10, 2010 AT RECEPTION NO. 20100078862.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



EXHIBIT OF
STORM WATER EASEMENT TO BE CONVEYED
TO THE CITY OF FORT COLLINS
(SHEET 1)

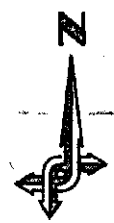
NW COR.
SEC 14-7-69
FD ILLEGIBLE
HEXAGONAL
BRASS CAP IN
MON. BOX

POINT OF
BEGINNING

N0°28'55"E 2647.81' (BASIS OF BEARINGS)

EASEMENT AREA

STRIP A



FEBRUARY 23, 2018.
1"=300'

POINT OF COMMENCEM'T
W 1/4 COR. SEC. 14-7-69
FD 3" ALUM. CAP
STAMPED LS 2012J IN
MONUMENT BOX

COLORADO STATE
UNIVERSITY



STRIP B

POINT "A"

EASEMENT AREA

SHIELDS STREET

STRIP A

MATCH LINE - SEE SHEET 2

POINT "C"

STRIP C

EASEMENT AREA

STRIP C

POINT "B"

PITKIN STREET

STRIP D

EASEMENT AREA

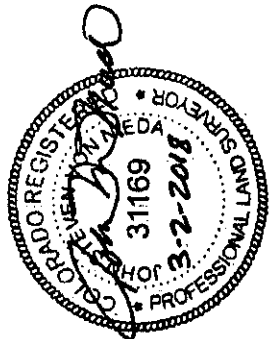
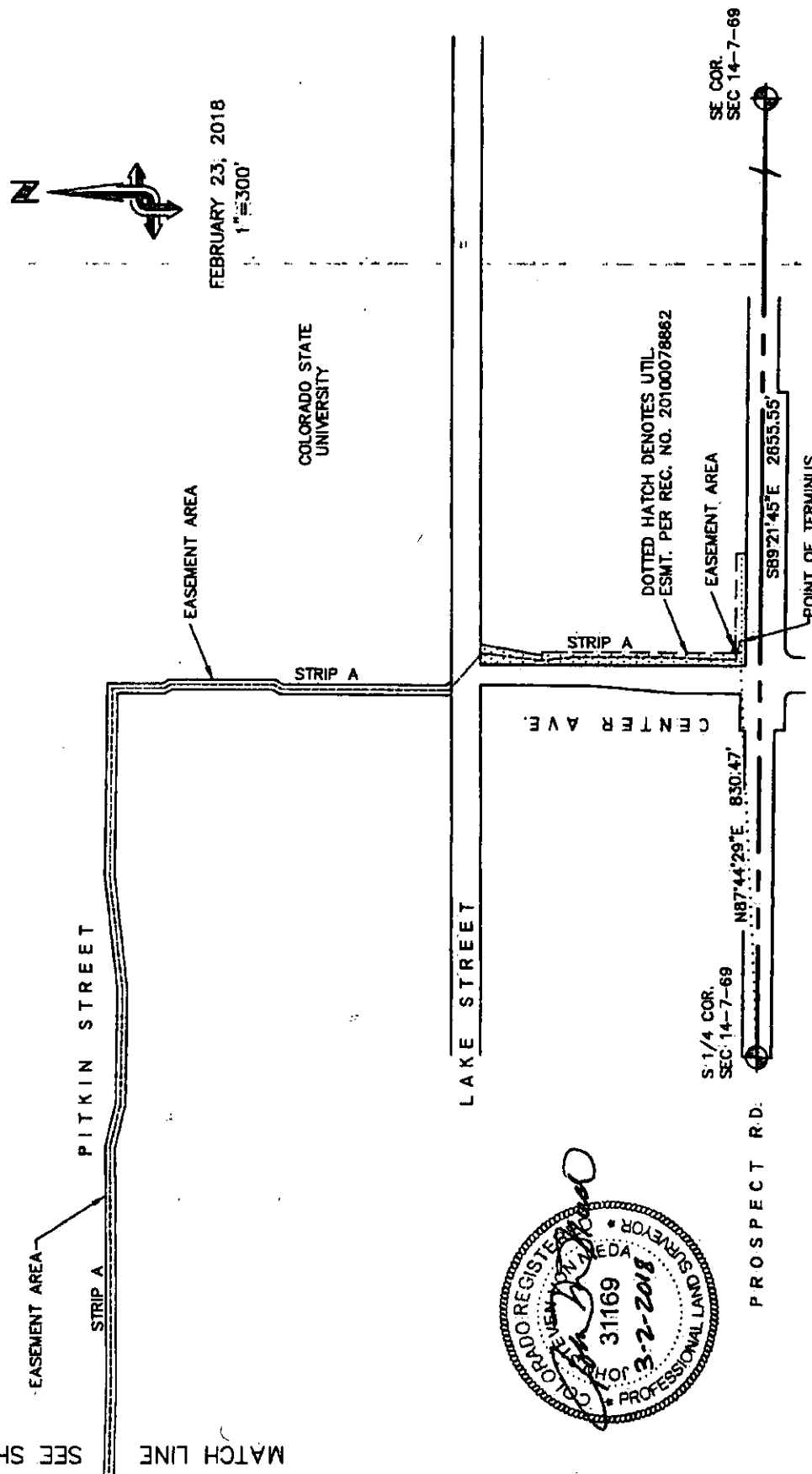
THIS EXHIBIT'S SOLE INTENT IS TO GRAPHICALLY REPRESENT AND AUGMENT THE ATTACHED PROPERTY DESCRIPTION. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AS DEFINED IN C.R.S. 38-51-102. IN THE EVENT OF DISCREPANCIES BETWEEN THIS EXHIBIT AND THE ATTACHED PROPERTY DESCRIPTION, THE INFORMATION CONTAINED WITHIN THE ATTACHED PROPERTY DESCRIPTION SHOULD BE RELIED UPON.

S:\Engineering\Departments\Survey\Projects\Storm Water\CSU Storm Sewer Survey\Design\CSU Storm_CSD\Bay Farm 2013\Boundary GM.dwg

EXHIBIT OF
STORM WATER EASEMENT TO BE CONVEYED
TO THE CITY OF FORT COLLINS
(SHEET 2)

SEE SHEET 1

MATCH LINE



THIS EXHIBIT'S SOLE INTENT IS TO GRAPHICALLY REPRESENT AND AUGMENT THE ATTACHED PROPERTY DESCRIPTION. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AS DEFINED IN C.R.S. 38-51-102. IN THE EVENT OF DISCREPANCIES BETWEEN THIS EXHIBIT AND THE ATTACHED PROPERTY DESCRIPTION, THE INFORMATION CONTAINED WITHIN THE ATTACHED PROPERTY DESCRIPTION SHOULD BE RELIED UPON.

**DESCRIPTION OF A UTILITY EASEMENT TO BE CONVEYED
TO THE CITY OF FORT COLLINS
(BOARD OF GOVERNORS OF CSU, SECTION 23-7-69)**

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHERLY TWENTY FEET (20.00') OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED JULY 17, 2013 AT RECEPTION NO. 20130057135 LYING EAST OF THE UTILITY EASEMENT DESCRIBED IN THE NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT RECORDED APRIL 12, 2016 AT RECEPTION NO. 20160025394.

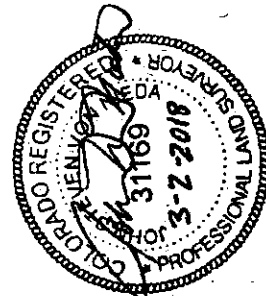
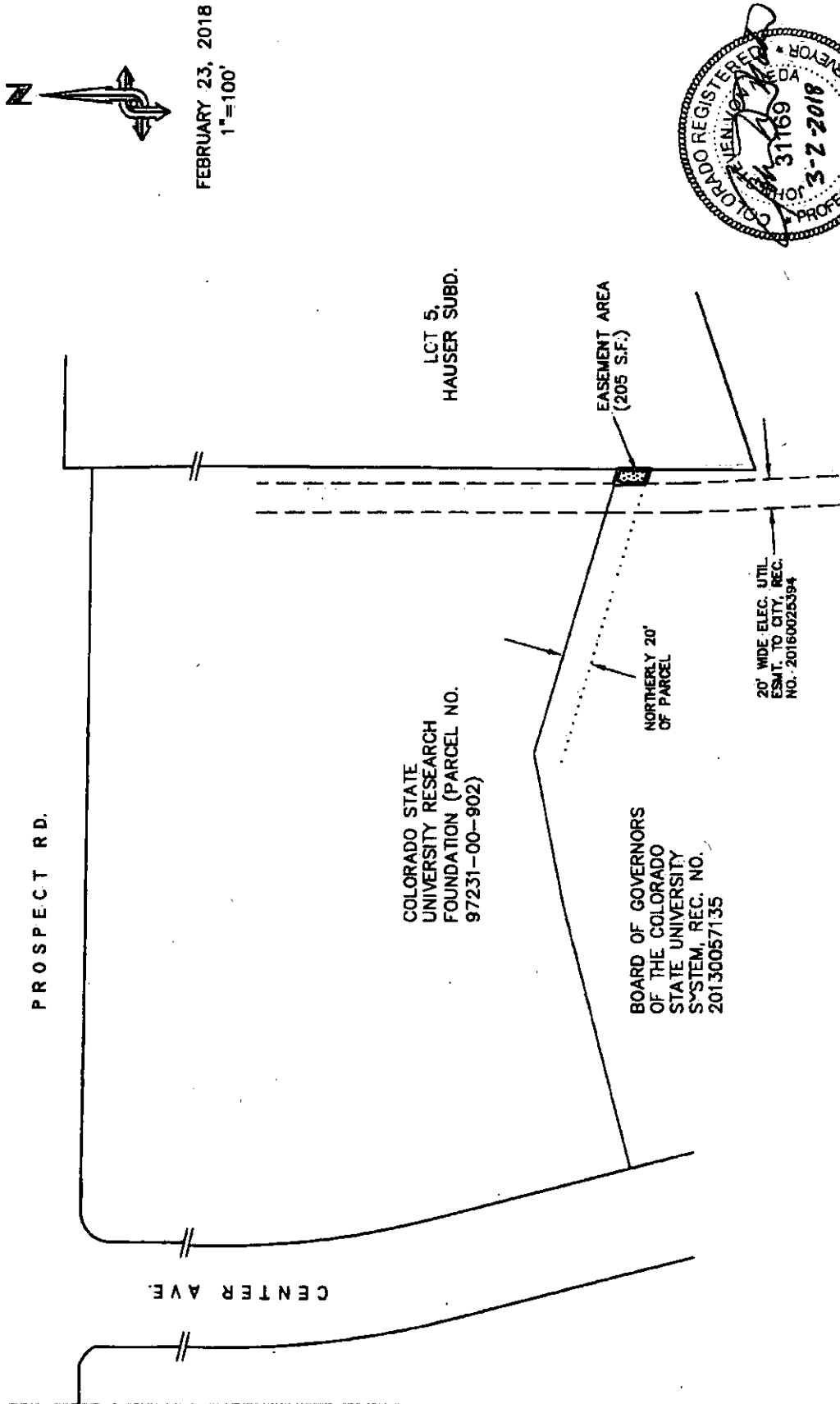
CONTAINING 205 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIÉDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



EXHIBIT OF
 UTILITY EASEMENT TO BE CONVEYED TO THE CITY OF FORT COLLINS
 (CSURF, SECTION 23)



THIS EXHIBIT'S SOLE INTENT IS TO GRAPHICALLY REPRESENT AND AUGMENT THE ATTACHED PROPERTY DESCRIPTION. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AS DEFINED IN C.R.S. 38-51-102. IN THE EVENT OF DISCREPANCIES BETWEEN THIS EXHIBIT AND THE ATTACHED PROPERTY DESCRIPTION, THE INFORMATION CONTAINED WITHIN THE ATTACHED PROPERTY DESCRIPTION SHOULD BE RELIED UPON.