

A G R E E M E N T

THIS AGREEMENT is made and entered into this 29th day of December, 1983 by and between

THE CITY OF FORT COLLINS,  
a municipal corporation,  
hereinafter referred to as "applicant", and

THE ARTHUR IRRIGATION COMPANY,  
a Colorado mutual irrigation company,  
hereinafter referred to as "ditch company."

PROJECT

Construction and installation of a twenty-seven (27") inch sanitary sewer line adjacent to City bike trail east of North Taft Hill Road as same crosses ditch company's ditch, in the City of Fort Collins, County of Larimer, State of Colorado.

WITNESSETH:

WHEREAS, the ditch company is the owner of an irrigation ditch and the right-of-way therefor through land located one-half mile north of Vine Drive south of and adjacent to City bike trail twelve hundred feet east of North Taft Hill in the Northwest 1/4 of Section 3, Township 7 North, Range 69 West of the 6th P.M., in the City of Fort Collins, County of Larimer, State of Colorado; and

WHEREAS, applicant desires to construct and install a sanitary sewer line under ditch company's ditch at the location above described and further detailed in the exhibits attached hereto and made a part hereof by reference; and

WHEREAS, attached hereto as Exhibit "A", dated November 21, 1983, (consisting of two (2) sheets ) are detailed plans of such construction showing the location of such sanitary sewer as same will cross the ditch of ditch company and the manner in which such sanitary sewer will be constructed and installed.

37-01-000

WHEREAS, said Exhibit "A" sets forth all of the plans and specifications, and the terms of this grant shall be in no way modified or changed by any subsequent or related plans or materials not included therein; and

WHEREAS, the ditch company is willing to grant to applicant this right upon the terms and conditions hereinafter expressed;

NOW, THEREFORE, in consideration of the premises and the terms of the within agreement, it is agreed as follows:

1. The ditch company grants unto applicant the right to construct, install and maintain the above described sanitary sewer as shown in Exhibit "A", under the existing ditch of ditch company, and further grants unto the applicant the right for ingress and egress to a part of its ditch as shall be reasonable and necessary for the exercise of the rights granted herein.
2. Applicant will, upon the completion of the project, furnish to ditch company an "as built" exhibit further supplementing in final form the work described in Exhibit "A".
3. Applicant has paid to ditch company an application fee in the amount of Two Hundred and No/100 Dollars (\$200.00) for the grant of this right-of-way. This shall be determined a minimum initial payment to cover preliminary expenses, such as legal work, time and car use of superintendent and/or directors; review of the application; and other preliminary matters. In addition thereto, applicant agrees to pay such additional reasonable and necessary expenses of the ditch company for legal services and inspection of the works by the ditch company's President, engineers and/or superintendent until final approval of the project.
4. The construction herein contemplated shall be in strict accordance with the final set of plans with modifications set forth in Exhibit "A". Any excavations or changes in the present ditch shall be backfilled, compacted and stabilized to the entire satisfaction of the ditch company. All compaction for dikes shall be done for ninety-five (95%) percent standard Proctor density.

The dikes shall be in conformance with the plans for construction of the sanitary sewer. Said work shall further be done under the supervision of the superintendent or other designated agents of the ditch company.

5. All construction shall be commenced and completed prior to April 15, 1984 and applicant agrees said construction shall in no way interrupt or impede the flow of water.

6. Upon the completion of the project, the applicant shall promptly notify the ditch company, and the parties shall jointly inspect the ditch at the place of construction. If there are any deficiencies in the work of the applicant or any variations from the plans set forth in Exhibit "A", the applicant shall forthwith remedy the same and in so doing, the applicant shall meet all reasonable requirements of the ditch company for the protection of the ditch and surrounding property.

7. It is the intent of this agreement that applicant exercise care in the construction of said crossing. Accordingly, it is hereby recognized by and between the parties hereto that the ditch company is in no way responsible for any damages caused by such construction or structure.

8. The parties hereto recognize that because of the construction of the City's project upon ditch company property, there is increased opportunity for claims to be made by third parties against the City and the ditch company. To the extent that the company's risks or obligations are increased because of the City's location of its project upon ditch company property, the City shall defend, indemnify and hold the ditch company harmless therefrom.

9. The ditch company shall have full power to operate, maintain, alter, enlarge or relocate its ditch as if this agreement had not been made, and any expenses caused thereby to the applicant shall not be chargeable to the ditch company.

10. In the event either the applicant or the ditch company shall be in default in any of their covenants herein so as to require the party not in default to retain counsel to attempt to enforce the covenants by negotiations or otherwise, or to commence

legal or equitable action against the defaulting party, the defaulting party agrees to pay all reasonable expenses of said litigation incurred by the enforcing party, including but not limited to docket fees, depositions and reasonable attorney's fees.

11. Applicant agrees to record this agreement or an executed copy thereof, at its own expense, with the Clerk and Recorder of Larimer County, Colorado and furnish evidence of such recording to the ditch company.

THIS AGREEMENT shall extend to and be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

Approved As To Form:

*John W. Nuiger*  
City Attorney

THE CITY OF FORT COLLINS, COLORADO,  
a municipal corporation,

By: *[Signature]*  
Title: City Manager

(SEAL)

ATTEST:

*Wanda M. Krajicek*  
Title City Clerk

THE ARTHUR IRRIGATION COMPANY,  
a Colorado mutual irrigation company,

By: *[Signature]*  
President

(SEAL)

ATTEST:

*William C. Stover*  
William C. Stover, Secretary

STATE OF COLORADO )  
                              ) ss.  
County of Larimer )

The above and foregoing agreement was acknowledged before me this 29th day of December, 1983 by John E. Arnold as City Manager, and attested to by Wanda M. Krajicek as City Clerk, of THE CITY OF FORT COLLINS, COLORADO, a municipal corporation.

witness my hand and official seal.

My Commission Expires: May 19 1985

(SEAL)

*[Signature]*  
Notary Public

Address: *[Address]*

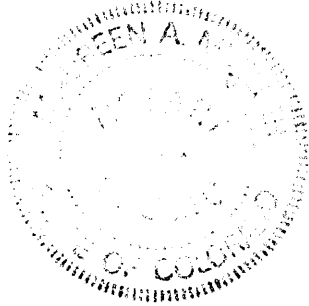
STATE OF COLORADO )  
 ) ss.  
County of Larimer )

The above and foregoing agreement was acknowledged before me this 12th day of June 1985 by Calvin Johnson as President, and attested to by William C. Stover, as Secretary, of THE ARTHUR IRRIGATION COMPANY, a Colorado mutual irrigation company.

Witness my hand and official seal.

My Commission Expires: 12-11-85

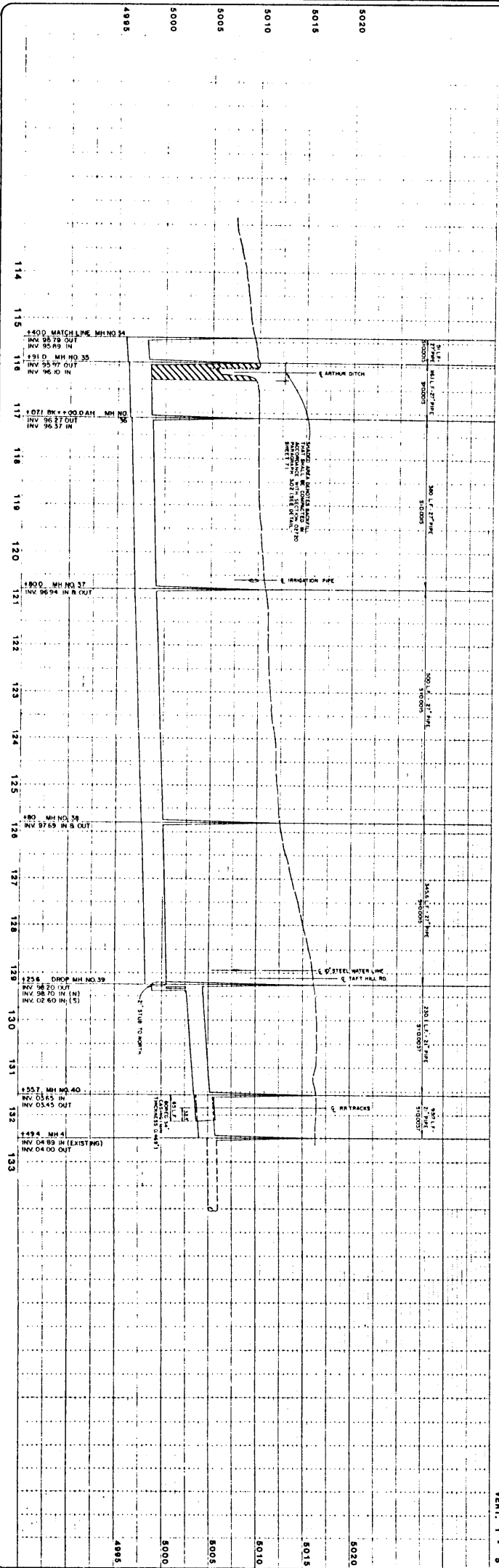
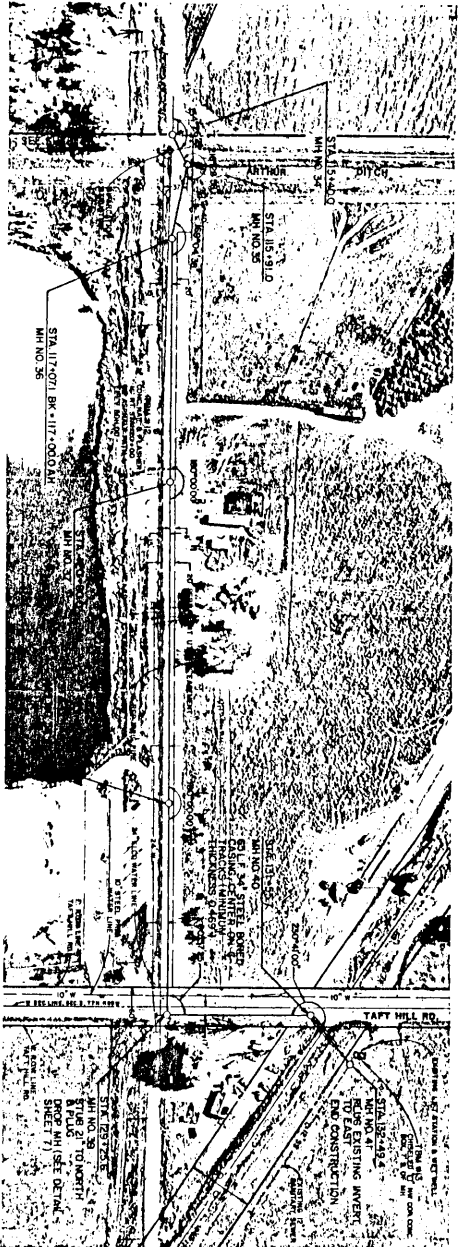
(SEAL)



Steven A. Muehle  
Notary Public

Address 177 3rd St  
Fort Collins, CO 80522

EXHIBIT "A"



SCALE:  
 HORIZ. 1" = 100'  
 VERT. 1" = 8'

REVISIONS

DATE	DESCR.	BY

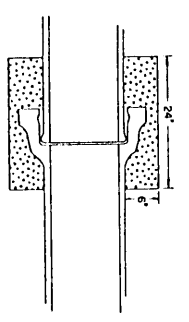
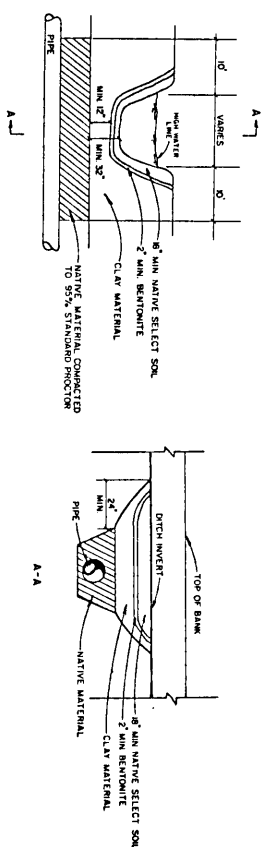
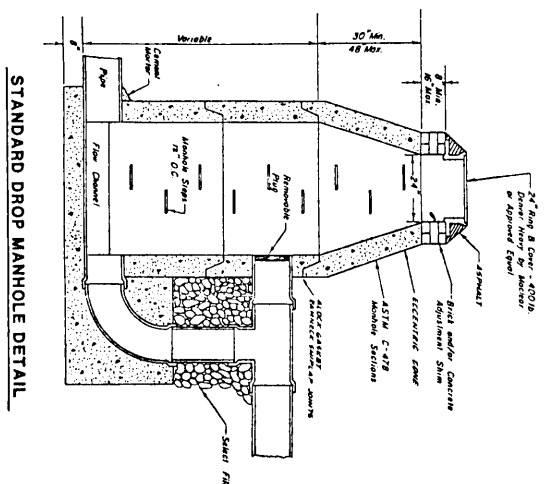
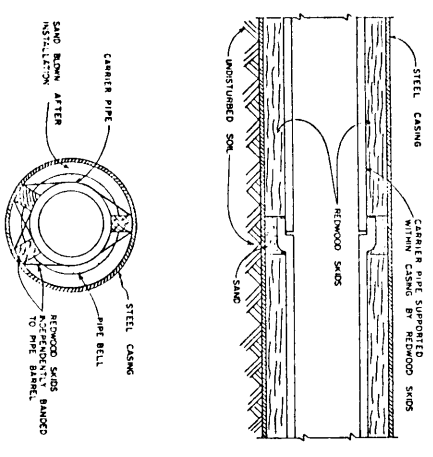
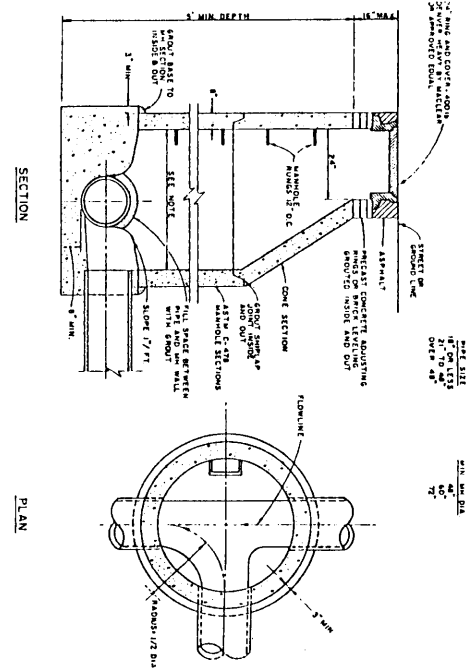
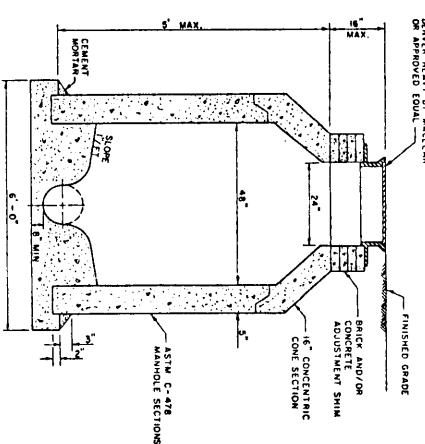
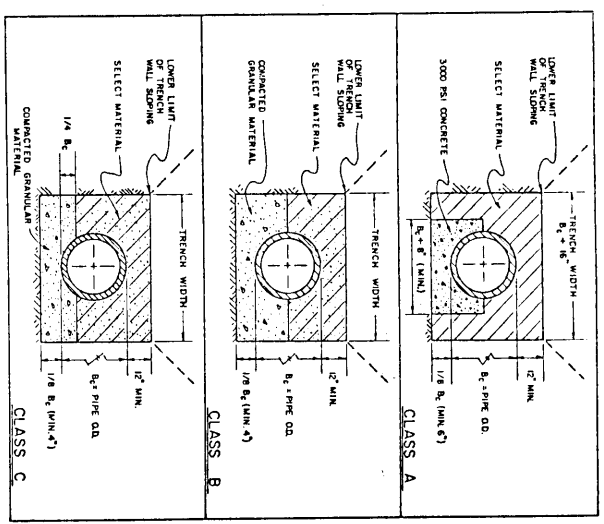
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 APPROVED BY \_\_\_\_\_ DRAWING NO. 3-0055  
 PROJECT NO. \_\_\_\_\_



**CITY OF FORT COLLINS**  
 WATER UTILITIES  
 P.O. BOX 180 FORT COLLINS, COLORADO 80521

**NORTHWEST TRUNK - PHASE A**  
 STA. 115+36 THRU 132+34

SHEET 6  
 OF 7



STANDARD BORE DETAIL

STANDARD DROP MANHOLE DETAIL

STANDARD SHALLOW MANHOLE DETAIL

STANDARD MANHOLE DETAIL

CONCRETE ENCASMENT COLLAR DETAIL

(TO BE USED WHEN JOINT IS WITHIN 10 FEET OF PIPE CROSSING)

REVISIONS	
DATE	BY
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 PROJECT NO. \_\_\_\_\_

CITY OF FORT COLLINS  
 WATER UTILITIES  
 NORTHWEST TRUNK - PHASE A  
 SHEET 7  
 OF 7