

AGENDA ITEM SUMMARY

December 16, 2014

City Council

STAFF

Tawnya Ernst, Real Estate Specialist III
John Stokes, Natural Resources Director
Mark Sears, Natural Areas Program Manager

SUBJECT

Second Reading of Ordinance No. 177, 2014, Authorizing the Conveyance of a Shared Access Easement to Michael and Carleen Birchette across City Property on Ackerman Court.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on December 2, 2014, authorizes the conveyance of a shared access easement between the City and Michael and Carleen Birchette across a private road called Ackerman Court. The City of Fort Collins Natural Areas Department owns property immediately north of the Poudre River and east of Shields Street known as McMurry Natural Area. Michael and Carleen Birchette own a small tract of adjoining land. The access to the two properties is by means of an existing private road, Ackerman Court, of which a portion falls on to each property. In order to establish an easement of record and the allowed use of the private road by each party, the Natural Areas Department and Birchettes have proposed the conveyance of a shared access easement allowing both parties the right to use the private road for access purposes.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, December 2, 2014 (w/o attachments) (PDF)
2. Ordinance No. 177, 2014 (PDF)

AGENDA ITEM SUMMARY

December 2, 2014

City Council

STAFF

Tawnya Ernst, Real Estate Specialist III
John Stokes, Natural Resources Director
Mark Sears, Natural Areas Program Manager

SUBJECT

First Reading of Ordinance No. 177, 2014, Authorizing the Conveyance of a Shared Access Easement to Michael and Carleen Birchette across City Property on Ackerman Court.

EXECUTIVE SUMMARY

The purpose of this item is to authorize the conveyance of a shared access easement between the City and Michael and Carleen Birchette across a private road called Ackerman Court. The City of Fort Collins Natural Areas Department owns property immediately north of the Poudre River and east of Shields Street known as McMurry Natural Area. Michael and Carleen Birchette own a small tract of adjoining land. The access to the two properties is by means of an existing private road, Ackerman Court, of which a portion falls on to each property. In order to establish an easement of record and the allowed use of the private road by each party, the Natural Areas Department and Birchettes have proposed the conveyance of a shared access easement allowing both parties the right to use the private road for access purposes.

STAFF RECOMMENDATION

Staff recommends adoption of this Ordinance on First Reading.

BACKGROUND / DISCUSSION

The City Property, ("McMurry Natural Area") was purchased in 1998 by the Natural Areas Department for public natural area purposes. The Birchettes own a 1.23-acre residential property, ("Birchettes' Property") which is bounded by McMurry Natural Area on the south and east. (**Attachment 1**)

The access to both McMurry Natural Area and the Birchettes' Property is by means of a private road, Ackerman Court, located off of North Shields Street. Historic aerial photographs as early as 1950 reveal the private road has existed in its current location for many decades. (Larimer County does not maintain records of private roads.) Ackerman Court runs the length of the boundary line between McMurry Natural Area and the Birchettes property. Approximately two-thirds of Ackerman Court's physical width is on the Natural Area and the other third lies on the Birchettes property. (See **Attachment 2** for the current alignment.)

The City uses Ackerman Court for maintenance and emergency purposes only. There are no plans to provide public access via Ackerman Court. The Birchettes use Ackerman Court to access their residence and to provide access to their tenants who lease a duplex on their property.

The North Shields right-of-way and bridge replacement project will realign the entrance of Ackerman Court such that the first 100+/- feet will lie entirely on the Birchette property. (See **Attachments 3 and 4** for the realignment depiction.) Natural Areas staff is agreeable to this realignment under the condition that Natural Areas' access to the McMurry Natural Area remains unimpeded. During discussions about the realignment, it was determined that no easement had ever been recorded for Ackerman Court. The conveyance of the

shared access easement will establish for the record the location of the easement and the allowed use by each party.

FINANCIAL / ECONOMIC IMPACTS

Given the existence and usage of Ackerman Court by the City, the Birchettes and their predecessors for many decades, the shared access easement will be granted to the Birchettes at no cost.

BOARD / COMMISSION RECOMMENDATION

At its October 1, 2014 regular meeting, the Land Conservation and Stewardship Board unanimously voted to recommend adoption of the ordinance on a Reciprocal Easement to provide maintenance access to McMurry Natural Area and residential access to the Birchettes. An excerpt of the meeting minutes is included as **Attachment 5**.

ATTACHMENTS

1. Vicinity Map of Ackerman Court Shared Easement (PDF)
2. Location Map Current Alignment of Ackerman Court (PDF)
3. Location Map Proposed Realignment of Ackerman Court (PDF)
4. Aerial Map of Proposed Realignment of Ackerman Court (PDF)
5. Land Conservation and Stewardship Board Minutes, October 1, 2014(PDF)

ORDINANCE NO. 177, 2014
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CONVEYANCE OF A SHARED ACCESS EASEMENT
TO MICHAEL AND CARLEEN BIRCHETTE ACROSS CITY PROPERTY
ON ACKERMAN COURT

WHEREAS, the City owns two parcels of land identified in the County Assessor's records as Parcel Nos. 97023-00-909 and 97023-00-042 (the "City Property"); and

WHEREAS, the City Property is a portion of McMurray Natural Area adjacent to North Shields Street; and

WHEREAS, Michael and Carleen Birchette own a parcel of land adjacent to the City Property at 1004 and 1028 Ackerman Court (the "Birchette Property"); and

WHEREAS, Ackerman Court is a private road that lies partly on the City property and partly on the Birchette Property and provides access to both properties as shown on Exhibit "A", attached and incorporated herein by reference; and

WHEREAS, the owners of the City Property and the Birchette Property, including prior owners, have historically used Ackerman Court for access to their properties, but there is no formal agreement in place for the shared use of Ackerman Court; and

WHEREAS, as part of its North Shields right-of-way and bridge replacement project Larimer County is relocating the intersection of North Shields Street and Ackerman Court further north on the Birchette Property; and

WHEREAS, to ensure the City has continued access to Ackerman Court and better define the obligations of the owners of the road, the City and the Birchettes have negotiated a Shared Access Easement Deed and Agreement, attached hereto as Exhibit "B" (the "Shared Easement"); and

WHEREAS, under the terms of the Shared Easement, the City would grant an easement to the Birchettes over that portion of Ackerman Court that lies on the City Property, and the Birchettes would grant an easement to the City over that portion of Ackerman Court that lies on the Birchette Property; and

WHEREAS, City staff is recommending that the Birchettes not be charged for the grant of the Shared Easement on the City Property because the Birchettes are not charging the City for the Shared Easement and Ackerman Court has historically been used by the owners of both properties, and the purpose of the Shared Easement is just to document and better define the existing rights of both parties; and

WHEREAS, City staff has not identified any negative impacts to the City resulting from the granting of the Shared Easement; and

WHEREAS, Section 23-111(a) of the City Code authorizes the City Council to sell, convey or otherwise dispose of any and all interests in real property owned in the name of the City, provided that the City Council first finds, by ordinance, that such sale or other disposition is in the best interests of the City.

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

Section 1. That the conveyance of the Shared Easement on the City Property to Michael and Carleen Birchette in exchange for the above-described conveyance of an easement to the City as provided herein is in the best interests of the City.

Section 2. That the Mayor is hereby authorized to execute the Shared Easement Deed and Agreement in substantially the form attached as Exhibit B, together with such additional terms and conditions or documents as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City, including, but not limited to, any necessary changes to the legal description of the Shared Easement, as long as such changes do not materially increase the size or change the character of the Shared Easement.

Introduced, considered favorably on first reading, and ordered published this 2nd day of December, A.D. 2014, and to be presented for final passage on the 16th day of December, A.D. 2014.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 16th day of December, A.D. 2014.

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

(PAGE 1)

DESCRIPTION OF PORTIONS OF BIRCHETTE PROPERTY AND CITY PROPERTY
TO BE CONVEYED AS A SHARED ACCESS EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 2, AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 TO BEAR S00°22'45"W, SAID LINE BEING MONUMENTED ON ITS NORTH END BY A 2-1/2" ALUMINUM CAP STAMPED LS 4502, AND ON ITS SOUTH END BY A 3-1/4" ALUMINUM CAP STAMPED LS 20123, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/1992, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, S00°22'45"W, A DISTANCE OF 79.93 FEET;
THENCE S89°37'15"E, A DISTANCE OF 20.00 FEET TO A POINT ON THE FORMER EAST RIGHT-OF-WAY LINE OF SHIELDS STREET, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, N00°22'45"E, A DISTANCE OF 20.00 FEET;

THENCE S89°37'15"E, A DISTANCE OF 16.07 FEET;

THENCE 65.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 62°10'20", AND A CHORD WHICH BEARS S58°32'05"E A DISTANCE OF 61.96 FEET;

THENCE 42.80 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 61°18'15", AND A CHORD WHICH BEARS S58°06'02"E, A DISTANCE OF 40.79 FEET;

THENCE S88°45'09"E, A DISTANCE OF 102.70 FEET;

THENCE N89°44'04"E, A DISTANCE OF 223.50 FEET TO A POINT ON THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED SEPTEMBER 17, 2004 AT RECEPTION NO. 20040091973;

THENCE ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, S00°20'49"W, A DISTANCE OF 20.00 FEET;

THENCE S89°44'04"W, A DISTANCE OF 223.55 FEET;

THENCE N88°45'09"W, A DISTANCE OF 102.97 FEET;

THENCE 64.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 61°18'15", AND A CHORD WHICH BEARS N58°06'02"W A DISTANCE OF 61.18 FEET;

THENCE 43.40 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 62°10'20", AND A CHORD WHICH BEARS N58°32'05"W, A DISTANCE OF 41.31 FEET;

THENCE N89°37'15"W, A DISTANCE OF 16.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 9,004 SQUARE FEET (0.207 ACRES), 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 NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PORTIONS OF BIRCHETTE PROPERTY AND OF CITY PROPERTY TO BE CONVEYED AS A SHARED ACCESS EASEMENT

(PAGE 2)



NOVEMBER 20, 2014
1"=60'

PT. OF COMMENCEMENT
W 1/4 COR. SEC 2-7-69
FD 2-1/2" ALUM CAP
STAMPED LS 4502 IN
MONUMENT BOX

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	65.11	60.00	62°10'20"	S58°32'05"E	61.96
C2	42.80	40.00	61°18'15"	S58°06'02"E	40.79
C3	64.20	60.00	61°18'15"	N58°06'02"W	61.18
C4	43.40	40.00	62°10'20"	N58°32'05"W	41.31

CARLEEN M. AND
MICHAEL D. BIRCHETTE
REC. NO. 20040091973

PT. OF BEGINNING

SHIELDS STREET
(BASIS OF BEARINGS)
S0°22'45"W 2653.31'

R.O.W. PER LARIMER
COUNTY/CDOT PROJ.
NO. BRO C060-059
(REC. NOS.
20140064232 AND
20140065376)

FORMER R.O.W.

SW COR. SEC 2-7-69
FD 3-1/4" ALUM. CAP
STAMPED LS 20123 IN
MONUMENT BOX

S88°45'09"E 102.70' N89°44'04"E 223.50'
N88°45'09"W 102.97' S89°44'04"W 223.55'

AREA: 9,004 S.F.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S0°22'45"W	20.00
L2	S89°37'15"E	16.07
L3	S0°20'49"W	20.00
L4	N89°37'15"W	16.07
L5	S89°37'15"E	20.00
L6	S0°22'45"W	79.93

McMURRY PONDS
OPEN SPACE
CITY OF FT. COLLINS
REC. NOS. 98056810
& 98056811



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.

SHARED ACCESS EASEMENT DEED AND AGREEMENT

THIS EASEMENT DEED AND AGREEMENT (“Deed”) is made and entered into this [] day of [], 2014 (the “Effective Date”), by and between **THE CITY OF FORT COLLINS, COLORADO, a municipal corporation**, (“City”), whose address is P.O. Box 580, Fort Collins, Colorado 80522 and **CARLEEN M. BIRCHETTE and MICHAEL D. BIRCHETTE** (the “Birchettes”) whose address is 1004 Ackerman Court, Fort Collins, CO 80524.

1. City’s Property. City is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described on **Exhibit A**, consisting of one (1) page, attached to and made a part of this Deed (“City Property”).

2. Birchettes’ Property. The Birchettes are the owners of that certain parcel of real property located in Larimer County, Colorado, which is legally described on **Exhibit B**, consisting of one (1) page, attached to and made a part of this Deed (“Birchettes Property”).

3. Grant of Easement – Consideration. 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 the parties acknowledge, the City and Birchettes each hereby grant, sell and convey to the other and their respective successors and assigns, a perpetual, non-exclusive shared access easement (the “Easement”) on, over, under and across their respective Properties in the locations shown and described more fully on **Exhibit C**, consisting of [] pages, attached to and made a part of this Deed (the “Easement Area”), subject to the conditions and restrictions set forth below.

4. Purpose and Uses of Easement. The parties acknowledge that the Easement overlies an existing private road, known as Ackerman Court, which has been in place for many decades. It was recently determined that an easement for Ackerman Court had never been recorded. The conveyance of this Easement will establish for the record the location of the Easement and the allowed use by each Party. The parties may use the Easement to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, access drive improvements (the “Improvements”), and for access to their respective properties and the Improvements, on, over, and across the Easement Area. With the exception of a gate (see paragraph 5(c) below) which the Birchettes may maintain at the westerly boundary of the easement, neither party shall install, reconstruct, replace or remove Improvements on the Easement Area without advance notice to and the consent of the other, which shall not be unreasonably delayed or withheld.

5. Additional Rights of the Parties.
 - (a) the right from time to time to, improve, reconstruct, and replace the Improvements with any other number or type of similar improvements, generally consistent with the intended purposes of the Easement, subject to the notice and consent requirement described in paragraph 4 above;

- (c) the Birchettes shall have the right to install and maintain a gate and fence across the Easement Area; the gate must be a minimum of 60' east of the eastern edge of Shields Street pavement; the City will be provided with the access code or allowed to install its own lock.
- (d) the right to mark the location of the Easement Area by markers set in the ground; provided that said markers must be placed in locations which will not interfere with any reasonable use either party may make of the Easement Area, and must not pose a danger to users of the Easement.
- (e) The use of the easement by the City is intended to be for the purposes of maintaining property owned by the City and adjacent to the Easement Area, the easement is not intended for public access or use.

6. Parties' Rights in Easement.

- (a) Each party reserves the right to use the Easement Area for purposes that will not interfere with the other party's full enjoyment of the rights granted herein, including but not limited to each party's right to operate or allow others to operate utility improvements on its own property within the Easement Area.
- (b) The Parties agree not to install permanent buildings over the Easement Area. The Parties may install or utilize signs or paths over the Easement Area, and may pave, surface in some other manner, or otherwise improve the Easement Area, subject to the notice and consent requirement described in paragraph 4 above.
- (c) Neither party shall deposit or permit others to deposit, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation acceptable to both parties.

7. Parties' Obligations Regarding Easement Area.

- (a) All activities by the Parties on the Easement Area, including access across the Easement Area, must be carried out in a manner reasonably expected to minimize disturbance to the natural features of each party's respective property, any improvements thereon, and such party's intended purposes therefor.
- (b) The City and the Birchettes shall jointly share in the costs and maintenance of the Improvements, with the exception of snow removal, which, if the Birchettes' wish to have snow removed, any removal shall be the Birchettes' responsibility. As of the date of this Deed the Improvements consist of a XXX' wide gravel road. If either party determines, in its reasonable judgment, that maintenance or repair of the Improvements is needed in order to keep the Improvements in a secure, safe and sanitary condition that will not cause injury or damage to persons or property, then such party will contact the other party and the parties will cooperate in good

faith to complete the necessary work. The parties agree, however, that the Improvements will not be graded more than once per year.

- (c) Each party shall notify the other prior to performing any construction, maintenance, repair or other work on or within the Easement Area. The Birchettes will need a Temporary Construction Easement from the City if working on the City's Property outside of the Easement Area. The City will need a Temporary Construction Easement from the Birchettes if working on the Birchettes' Property outside of the Easement Area. Notwithstanding these notification requirements, in cases of emergency repair, the party conducting such repair shall notify the other party of the emergency and provide related construction plans and schedules as soon as reasonably practicable.
- (d) In the event one party's use of or activities over or within the Easement Area, including but not limited to the installation, maintenance, or operation of the Improvements within the Easement Area, causes damage to the other party's property or the Easement Area, the responsible party shall make such repairs or take such other action as may be necessary to restore the Easement Area or other property to a condition comparable to their prior condition, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to the other party, and the provision of ongoing maintenance of any seeded or planted areas, correction of any subsidence, and restoration of any other affected improvements or conditions, until such time as any such repair and restoration is fully established and stabilized.

9. Representations of the Parties. Subject to deeds of trust encumbering the Birchettes' property and originally issued in favor of FIRSTBANK of NORTHERN COLORADO and recorded at reception numbers 20030103627 and 20060038340 of the records of the Clerk and Recorder of Larimer County, Colorado, each party represents that it is the lawful owner in fee simple of its respective property, and that it has good and lawful right and authority to grant, sell and convey its portion of the Easement Area to the other party.

10. Recordation. The City will record this Deed in the records of the Larimer County Clerk and Recorder and furnish evidence of such recording to the Birchettes. This Deed will not be valid until it is recorded.

11. Liability. Each party is responsible for its own negligence and that of its officers, agents, employees, invitees, tenants and representatives in its use of the Easement Area or other activities on the other party's property, including but not limited to the construction, installation, operation, repair, and maintenance of improvements within the Easement Area, and for any actions or omissions in violation of this Deed. Each party agrees to release the other from any claims, demands, damages or causes of action the releasing party may have for injury or damage to persons or property arising out of the releasing party's use or occupancy of or activities within the Easement Area, unless caused by the gross negligence or intentionally wrongful acts of the other party.

13. Notices. Any notice or other communication relating to this Deed must be given by one party to the other at its respective address as set forth below by hand delivery; commercial carrier; or U.S. mail. The notice or other communication will be effective on the date it is delivered or on the third business day after being sent, whichever comes first.

If to the Birchettes:
Carleen M. Birchette and Michael D. Birchette
1004 Ackerman Court
Fort Collins, CO 80524

With a copy to:
Brad March
March, Olive & Pharris, LLC
110 East Oak Street, Suite 200
Fort Collins, CO 80524

If to City:
Real Estate Services Manager
City of Fort Collins
Mailing Address:
P.O. Box 580
Fort Collins, CO 80522-0580
Hand Delivery:
117 North Mason St.
Fort Collins, CO 80524

With a copy to:
City Attorney's Office
City of Fort Collins
Mailing Address:
P.O. Box 580
Fort Collins, CO 80522-0580
Hand Delivery:
300 LaPorte Avenue
Fort Collins, CO 80521

14. Default and Litigation Expenses. If a party to this Deed is in default in performance of its respective obligations hereunder, the other party has the right to an action for specific performance or damages or both. Prior to proceeding with any such action, the party not in default must first send written notice to the defaulting party specifying the default and affording such party a reasonable period to cure the default. In the event a party defaults in any of its covenants or obligations and the party not in default commences and prevails in any legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

15. Assignment. The easements rights shall be appurtenant to and run with the City Property and the Birchette Property.

16. Obligations Subject to Appropriation. Obligations of the City under this Deed to be performed in subsequent fiscal years are subject to the annual appropriation of funds sufficient and intended for such purpose by the Fort Collins City Council in its sole discretion.

17. Additional Terms and Conditions.

- (a) Whenever used herein, the singular number includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.
- (c) The parties intend and agree that this Deed is to be construed and enforced according to the laws of Colorado, that venue in any proceeding related to the subject matter of this Deed will be in Larimer County, Colorado, and that this Deed is binding upon the parties hereto, their trustees, heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Birchettes have hereunder set their hand and seal the day and year first above written; and the City has caused this Easement Deed and Agreement to be executed by its Mayor, attested to by its City Clerk, and its corporate seal to be hereunto affixed, all pursuant to Ordinance No....., passed on final reading by the City Council of the City of Fort Collins on the day of, 2014.

Exhibit "A"
City Property

Parcel Numbers:

97023-009-09, 97023-009-48, 97023-009-49, 97023-009-50

Legal Description:

COMMENCING AT A POINT 450 FEET EAST OF THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE EAST 868.12 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 30 SECONDS WEST 904.55 FEET; THENCE SOUTH 88 DEGREES 01 MINUTES WEST 305.45 FEET; THENCE NORTH 55 DEGREES 00 MINUTES WEST 130.23 FEET; THENCE NORTH 53 DEGREES 06 MINUTES WEST 181.30 FEET; THENCE NORTH 37 DEGREES 15 MINUTES WEST 297 FEET; THENCE NORTH 46 DEGREES 05 MINUTES WEST 79.90 FEET; THENCE NORTH 62 DEGREES 02 MINUTES WEST 152.18 FEET; THENCE NORTH 70 DEGREES 42 MINUTES WEST 410.51 FEET; THENCE NORTH 113.93 FEET; THENCE EAST 450 FEET; THENCE NORTH 120 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO.

Exhibit "B"
The Birchettes' Property

Parcel Number:
97023-00-042

Legal Description:

THAT PORTION OF THE SW1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE SW1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M., THENCE EAST ALONG THE NORTH LINE 450.0 FEET, THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SW1/4, 120.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE 450.0 FEET; THENCE NORTH 120.0 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO.

EXHIBIT C
(PAGE 1)
DESCRIPTION OF PORTIONS OF BIRCHETTE PROPERTY AND CITY PROPERTY
TO BE CONVEYED AS A SHARED ACCESS EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 2, AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 TO BEAR S00°22'45"W, SAID LINE BEING MONUMENTED ON ITS NORTH END BY A 2-1/2" ALUMINUM CAP STAMPED LS 4502, AND ON ITS SOUTH END BY A 3-1/4" ALUMINUM CAP STAMPED LS 20123, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/1992, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, S00°22'45"W, A DISTANCE OF 79.93 FEET;
THENCE S89°37'15"E, A DISTANCE OF 20.00 FEET TO A POINT ON THE FORMER EAST RIGHT-OF-WAY LINE OF SHIELDS STREET, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, N00°22'45"E, A DISTANCE OF 20.00 FEET;
THENCE S89°37'15"E, A DISTANCE OF 16.07 FEET;
THENCE 65.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 62°10'20", AND A CHORD WHICH BEARS S58°32'05"E A DISTANCE OF 61.96 FEET;
THENCE 42.80 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 61°18'15", AND A CHORD WHICH BEARS S58°06'02"E, A DISTANCE OF 40.79 FEET;
THENCE S88°45'09"E, A DISTANCE OF 102.70 FEET;
THENCE N89°44'04"E, A DISTANCE OF 223.50 FEET TO A POINT ON THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED SEPTEMBER 17, 2004 AT RECEPTION NO. 20040091973;
THENCE ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, S00°20'49"W, A DISTANCE OF 20.00 FEET;
THENCE S89°44'04"W, A DISTANCE OF 223.55 FEET;
THENCE N88°45'09"W, A DISTANCE OF 102.97 FEET;
THENCE 64.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 61°18'15", AND A CHORD WHICH BEARS N58°06'02"W A DISTANCE OF 61.18 FEET;
THENCE 43.40 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 62°10'20", AND A CHORD WHICH BEARS N58°32'05"W, A DISTANCE OF 41.31 FEET;
THENCE N89°37'15"W, A DISTANCE OF 16.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 9,004 SQUARE FEET (0.207 ACRES), 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 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 C
 PORTIONS OF BIRCHETTE PROPERTY AND OF CITY PROPERTY TO BE
 CONVEYED AS A SHARED ACCESS EASEMENT

(PAGE 2)

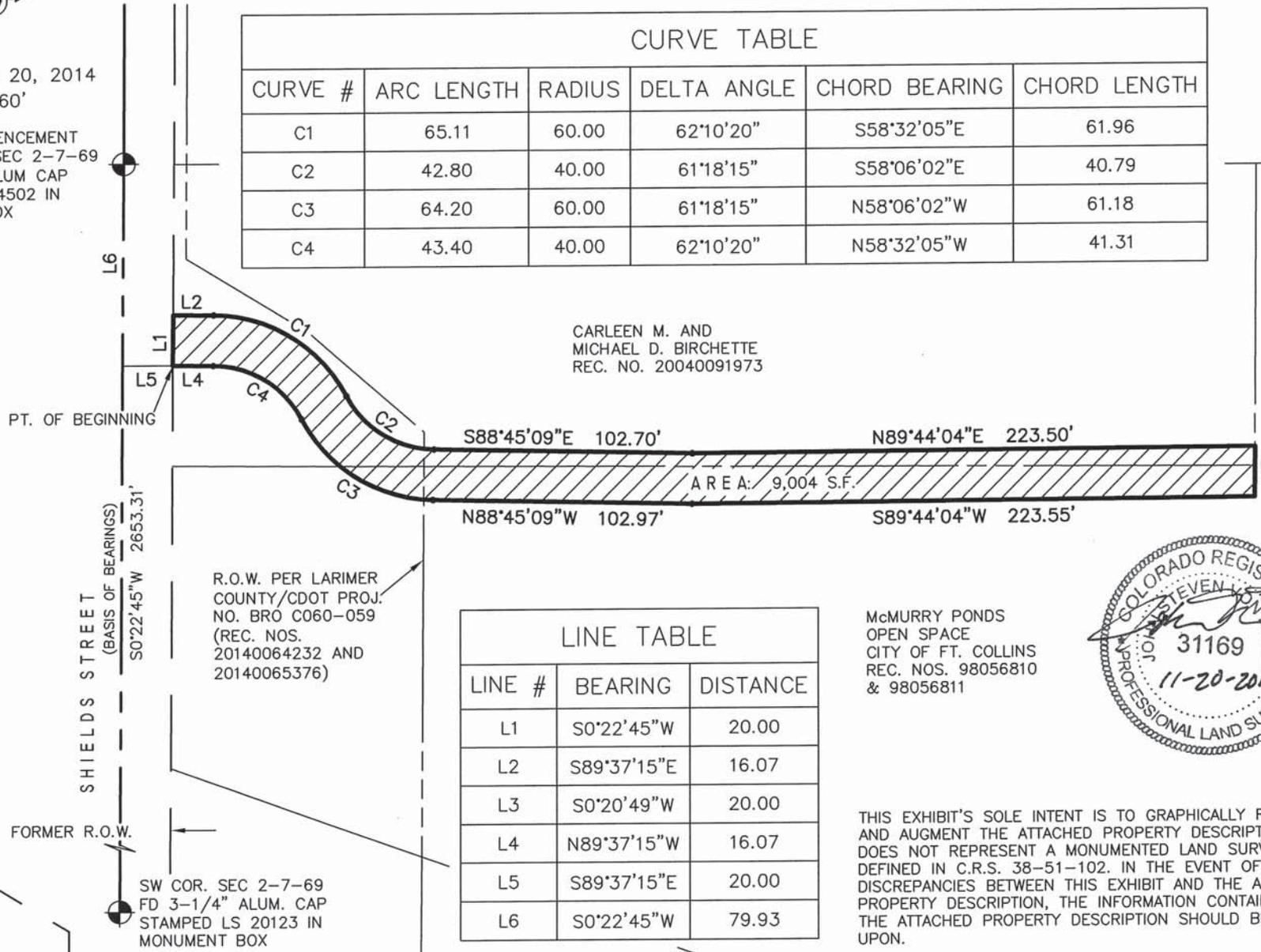


NOVEMBER 20, 2014
 1"=60'

PT. OF COMMENCEMENT
 W 1/4 COR. SEC 2-7-69
 FD 2-1/2" ALUM CAP
 STAMPED LS 4502 IN
 MONUMENT BOX

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	65.11	60.00	62°10'20"	S58°32'05"E	61.96
C2	42.80	40.00	61°18'15"	S58°06'02"E	40.79
C3	64.20	60.00	61°18'15"	N58°06'02"W	61.18
C4	43.40	40.00	62°10'20"	N58°32'05"W	41.31

CARLEEN M. AND
 MICHAEL D. BIRCHETTE
 REC. NO. 20040091973



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S0°22'45"W	20.00
L2	S89°37'15"E	16.07
L3	S0°20'49"W	20.00
L4	N89°37'15"W	16.07
L5	S89°37'15"E	20.00
L6	S0°22'45"W	79.93

McMURRY PONDS
 OPEN SPACE
 CITY OF FT. COLLINS
 REC. NOS. 98056810
 & 98056811



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.