

# **AGENDA ITEM SUMMARY**

## **FORT COLLINS CITY COUNCIL**

**ITEM NUMBER: 17**

**DATE: May 2, 2006**

**STAFF: Patrick Rowe**

### **SUBJECT**

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Resolution 2006-049 Authorizing the Mayor to Execute an Intergovernmental Agreement Between the City and Colorado State University to Convey Right-of-Way to the City as Part of the East Prospect Road Improvement Project.

### **RECOMMENDATION**

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Staff recommends adoption of the Resolution.

### **FINANCIAL IMPACT**

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The City will pay Colorado State University \$12,525 for the property conveyed. This is the market rate according to City-ordered appraisals.

### **EXECUTIVE SUMMARY**

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In April, the City began work on the East Prospect Road Improvement Project, which involves widening a portion of Prospect Road adjacent to the Colorado State University (CSU) property at the Environmental Learning Center (ELC). CSU has agreed to convey to the City a strip of property adjacent to Prospect Road approximately 64 feet wide and 726 feet long to be used as right-of-way for Prospect Road.

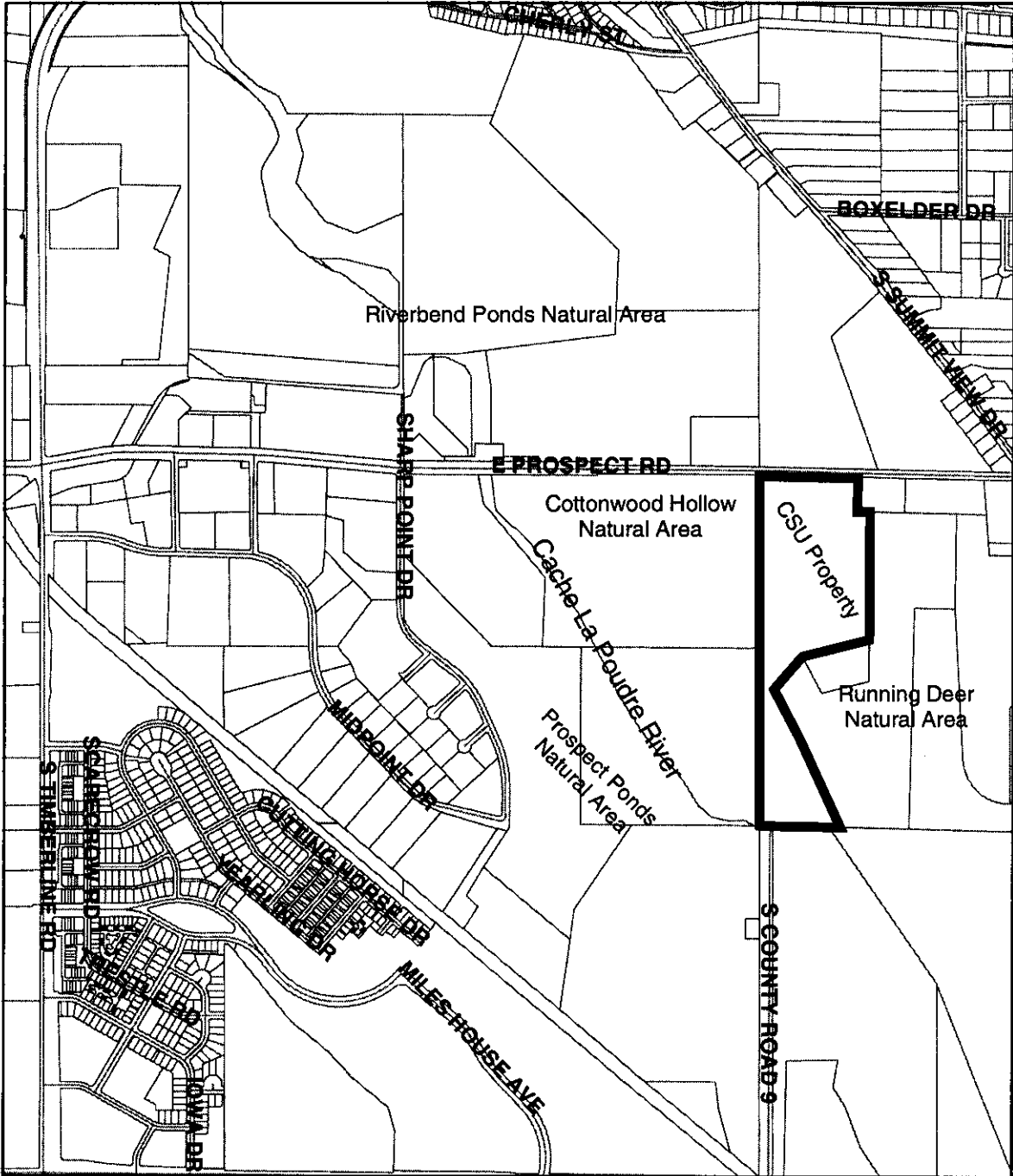
The City will pay CSU fair market value of \$12,525 for the property. However, because this project will eliminate access to an existing parking lot on CSU's property, as a condition of conveying the property, CSU is also requiring the City to perform additional work as part of the Improvement Project to ensure the impact on CSU's property is mitigated. These work items, outlined in a proposed "Agreement to Convey Right of Way", include the following:

- The City shall construct public access, a parking area, trail access to the ELC and related improvements on City property adjacent to the ELC.
- The City will remove the Environmental Learning Center sign, fencing, and the gate currently located at the parking lot on the ELC property and deliver them to another CSU location.

- The City will remove the poles/railroad ties that line the current parking lot at the ELC, and will remove some large mounds of dirt currently on the ELC property and the gravel in the existing parking lot, and will restore the parking lot area to a more natural condition. The City will be able to use the dirt and gravel removed from CSU's property for the Improvement Project.
- The City will conduct some wetland mitigation on the ELC property.

These work items have been made a part of the scope of work to be performed by the City's contractor on the Improvement Project. The Agreement to Convey Right-of-Way is attached as an exhibit to the Resolution.

# Prospect Road Widening Project - CSU Property Location Map



 CSU Property



RESOLUTION 2006-049  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY AND COLORADO STATE UNIVERSITY  
TO CONVEY RIGHT-OF-WAY TO THE CITY AS PART OF THE  
EAST PROSPECT ROAD IMPROVEMENT PROJECT

WHEREAS, Colorado State University ("CSU") has agreed to convey to the City a strip of property adjoining East Prospect Road to be used as right-of-way to widen the road as part of the East Prospect Road Improvement Project (the "Project"); and

WHEREAS, the City will pay CSU fair market value of \$12,525 for the property conveyed;  
and

WHEREAS, in addition to the compensation described above and the usual terms and conditions of a real property conveyance, CSU is requiring that the City do additional work to mitigate the impact of the Project on CSU's remaining property; and

WHEREAS, these additional work items, which have been made part of the contractor's scope of work for the Project, include constructing a public parking area on adjacent City property and access to CSU's property from such parking area; removing an existing sign, fencing and gate from CSU's property and delivering them to another location; removing gravel, dirt and other materials from CSU's property and doing restoration work on the property, and wetland mitigation; and

WHEREAS, these work items, as well as other terms and conditions of the property conveyance, are included in the Agreement to Convey Right of Way between the City and CSU attached to this Resolution as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Mayor is hereby authorized to execute the Agreement to Convey Right of Way between the City of Fort Collins and Colorado State University attached hereto as Exhibit "A" and incorporated herein by this reference, with such additional terms and conditions as the City Manager, in consultation with the City Attorney, may determine to be necessary or appropriate to protect the interests of the City.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 2nd day of May, A.D. 2006.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**AGREEMENT TO CONVEY RIGHT OF WAY**

The BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ("Board"), whose legal address is 200 Administration Bldg, Fort Collins, CO 80523 County of LARIMER, and State of COLORADO, agrees to sell and convey and the City of Fort Collins, a Political Subdivision of the State of Colorado ("City"), whose legal address is 300 LaPorte Avenue, Fort Collins, CO 80521, County of Larimer and State of COLORADO, agrees to buy that certain real property ("Property") in the County of Larimer and State of Colorado as described on Exhibit A, attached hereto and incorporated herein, pursuant to the terms and conditions set forth in this Agreement.

1. Upon execution of this Agreement, the City shall have the right to enter and occupy the property for the purpose of completing the work and improvements identified herein. This right to enter and occupy the Property shall terminate upon closing or February 28, 2007, whichever shall occur first.
2. The Purchase Price shall be \$12,525.00 payable in U. S. Dollars by City to Board at closing. The Board's obligation to sell the Property is expressly conditioned upon the City completing the following items of work prior to closing:
  - a) City shall, no later than December 31, 2006, substantially complete the widening and improvements of East Prospect Road as contemplated by the City in the plans for the East Prospect Road Improvement Project (the "Project") dated March 10, 2006, and on file with the office of the City Engineer (the "Plans").
  - b) Board acknowledges that the Project will eliminate existing access from Prospect Road to the Northwestern most portion of the Board property known as the Environmental Learning Center ("ELC") and shown on Exhibit "B". As part of the Project the City shall construct public access, a parking area, trail access to the ELC and related improvements, as shown and described in the Plans, on City property adjacent to the ELC (the "City Property"). The Board shall have no obligation hereunder to operate or maintain these improvements.
  - c) City will remove the Environmental Learning Center sign, fencing, and the gate currently located at the Board parking lot on the ELC property and deliver the same to 2400 Ziegler Rd, Fort Collins, CO 80525.
  - d) City will remove poles/railroad ties that line the current parking lot at the ELC, and will remove from the ELC property the unnatural large dirt mounds on ELC property, located within the temporary construction easement conveyed by a Non-Exclusive Easement Agreement described in Section 10 below, and the gravel in the existing parking lot on the ELC property as needed for the restoration of the parking lot area as per the Plans. Such dirt and gravel shall become the property of the City to be used or disposed of in the City's sole discretion.
  - e) City will conduct wetland mitigation as needed to complete the Project as described in the Plans.

- f) After completion of the work identified above, City shall immediately restore the remaining ELC property, buildings and other improvements thereon to the condition immediately prior to such work, as provided in the Plans including without limitation the removal of any access routes and work areas, but excepting the improvements, removals and mitigation described above.

3. All work or activity undertaken by City prior to closing on the ELC property shall be so planned, designed and carried out in a manner consistent with the Non-exclusive Easement Agreement described below, so as to interfere as little as reasonably possible with the character and appearance of the ELC property and the surrounding environment, including its aesthetic character. All cost incurred in connection with any work, construction, restoration or maintenance contemplated in this Contract shall be borne entirely by City. City is responsible for payment for all inspections, surveys, and engineering reports or for any other work performed at City's request and shall pay for any damage which occurs to the Property as a result of such activity. City shall not permit claims or liens of any kind against the ELC property or the Property for inspections, surveys, engineering reports and for any other work performed thereon at City's request prior to closing. The provisions of this subsection shall survive the termination of this contract for default.

4. All documents, plats, legal descriptions and plans attached hereto as exhibits or otherwise provided by City, are based on surveys conducted by the City or its agent and at its sole expense; the Board assumes no responsibility for the accuracy of such surveys or plans obtained or for damages resulting from any inaccuracies. Further, nothing contained in this Contract shall be construed to permit City to impact, via storm drainage or otherwise, any property of the Board adjacent to the Property transferred hereunder.

5. Upon substantial completion of the Project and completion of the other items described in Section 2, above, the City shall notify the Board in writing of such completion, and closing shall be held within 60 days thereafter, but in no event later than February 28, 2007, at a time and location mutually agreed upon by the parties.

6. Time is of the essence in the performance of this Agreement.

7. This Agreement and the Non-Exclusive Easement Agreement described below constitute the entire agreement between the parties and supersede and cancel any and all prior contracts, agreements or proposals, whether written or oral, between the parties relating to the subject matter hereof.

8. This Agreement shall be construed according to the laws of the State of Colorado and venue for any dispute hereunder shall be in the District Court of the County of Larimer, Colorado.

9. This Agreement shall not be binding upon City, its successors and assigns, until it has been formally approved by the City Council.

10. No later than 10 days following approval of this Agreement by the City Council, Board shall convey to the City a permanent easement for slope, storm drainage and public access purposes, and a temporary construction easement for purposes of construction of the Project and other work described in Section 2, above. Such conveyance shall be made by a Non-Exclusive Easement Agreement in substantially the form attached hereto as Exhibit "C".

11. Upon execution of the deed by the Board of Governors of the Colorado State University System or its designee, City shall have the right to permanently occupy and utilize the property described in Exhibit "A."

WHEREFORE, the parties have executed this Contract as of the date and year first above written.

**The Board of Governors of the  
Colorado State University System  
for the use and benefit of Colorado State University**

By: \_\_\_\_\_  
Keith Ickes, Vice President  
for Administrative Services

APPROVED:

By: \_\_\_\_\_  
Donna W. Aurand  
Deputy General Counsel

**City of Fort Collins, Colorado**

By: \_\_\_\_\_  
Douglas P. Hutchinson, Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant City Attorney

**DESCRIPTION OF A TRACT OF LAND LOCATED ON COLORADO STATE BOARD OF AGRICULTURE FOR THE BENEFIT OF COLORADO STATE UNIVERSITY PROPERTY TO BE DEDICATED TO THE CITY OF FORT COLLINS**

A Tract of land located in the Northwest quarter of Section 21, Township 7 North, Range 68 West of the Sixth Principal Meridian, Larimer County, Colorado, the said tract is also located in that certain tract of land described in a Quit Claim Deed recorded March 27, 1992 at Reception No. 92015942 records of the Clerk and Recorder of Larimer County, being more particularly described as follows;

Considering the north line of the said northwest quarter of Section 21 as bearing South 88 degrees 22 minutes 55 seconds East between a 2.5" Aluminum Cap Monument, PLS 17497 at the northwest corner and a 2.5" Aluminum Cap Monument, PLS 14823 at the north quarter corner of Section 21, based upon GPS observation and City of Fort Collins coordinate base, and with all bearings contained herein relative thereto;

Commencing at the said northwest corner of Section 21;

THENCE along the west line of the said northwest quarter of Section 21, South 00 degrees 07 minutes 39 seconds West for a distance of 30.01 feet to the existing right of way of East Prospect Road and to the TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE continuing along the said west line of the northwest quarter, South 00 degrees 07 minutes 39 seconds West for a distance of 64.12 feet;

THENCE leaving the said west line, South 88 degrees 31 minutes 28 seconds East for a distance of 725.06 feet to the east line of the said tract described at Reception No. 92015942;

THENCE along the said east line, North 01 degrees 37 minutes 05 seconds East for a distance of 62.30 feet to the said existing right of way of East Prospect Road;

THENCE along the said existing right of way, North 88 degrees 22 minutes 55 seconds West for a distance of 726.72 feet to the point of beginning. Containing 45878 square feet (1.053 acres) more or less.

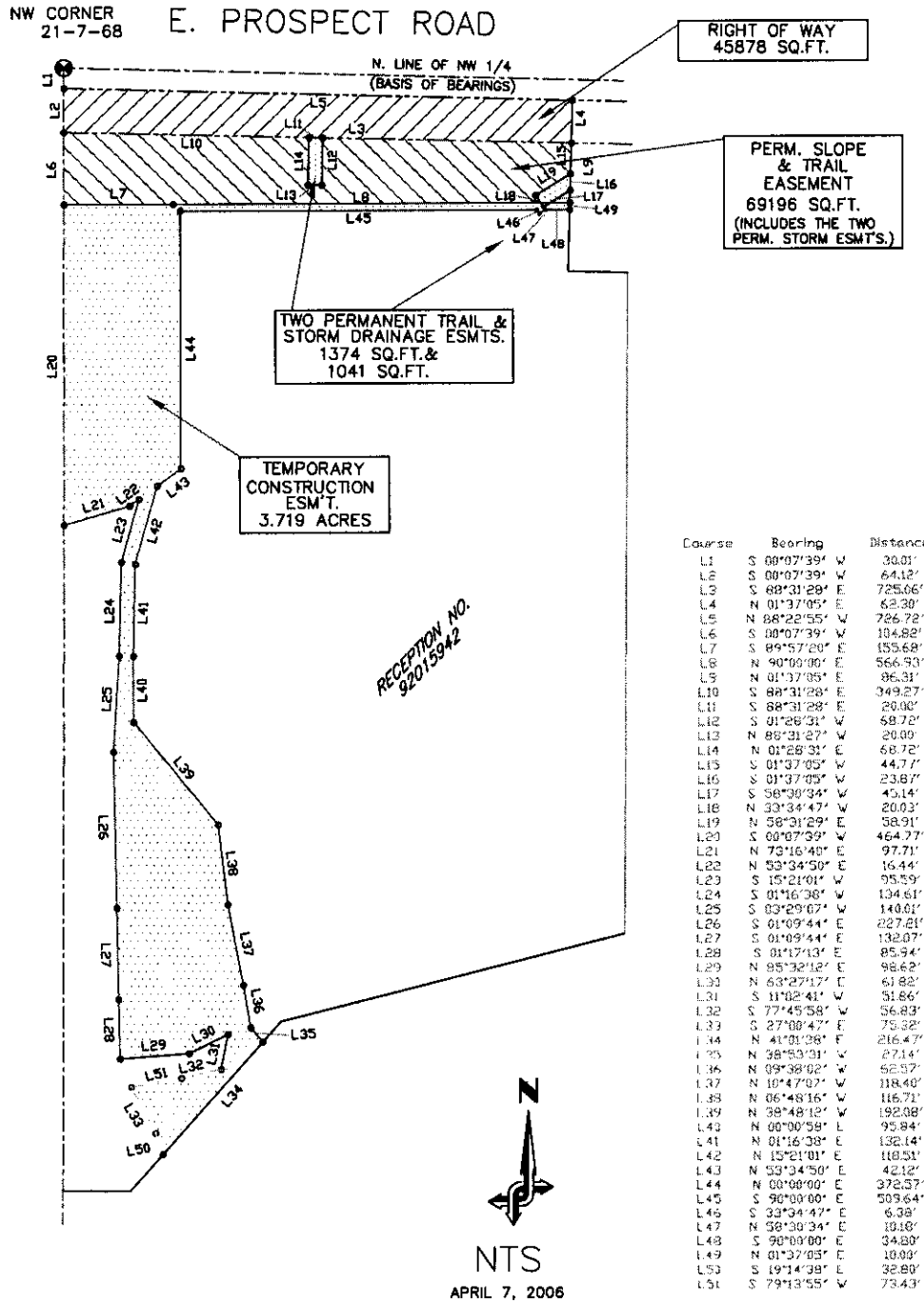
The above described tract is subject to all easements and rights of ways now existing or of record.

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. The description is based upon previously recorded plats and deeds and not upon a actual field survey.

**WALLACE C. MUSCOTT COLORADO P.L.S. 17497  
P.O. BOX 580 FORT COLLINS, CO 80522**



LOCATION SKETCH  
 COLORADO STATE BOARD OF AGRICULTURE  
 FOR COLORADO STATE UNIVERSITY

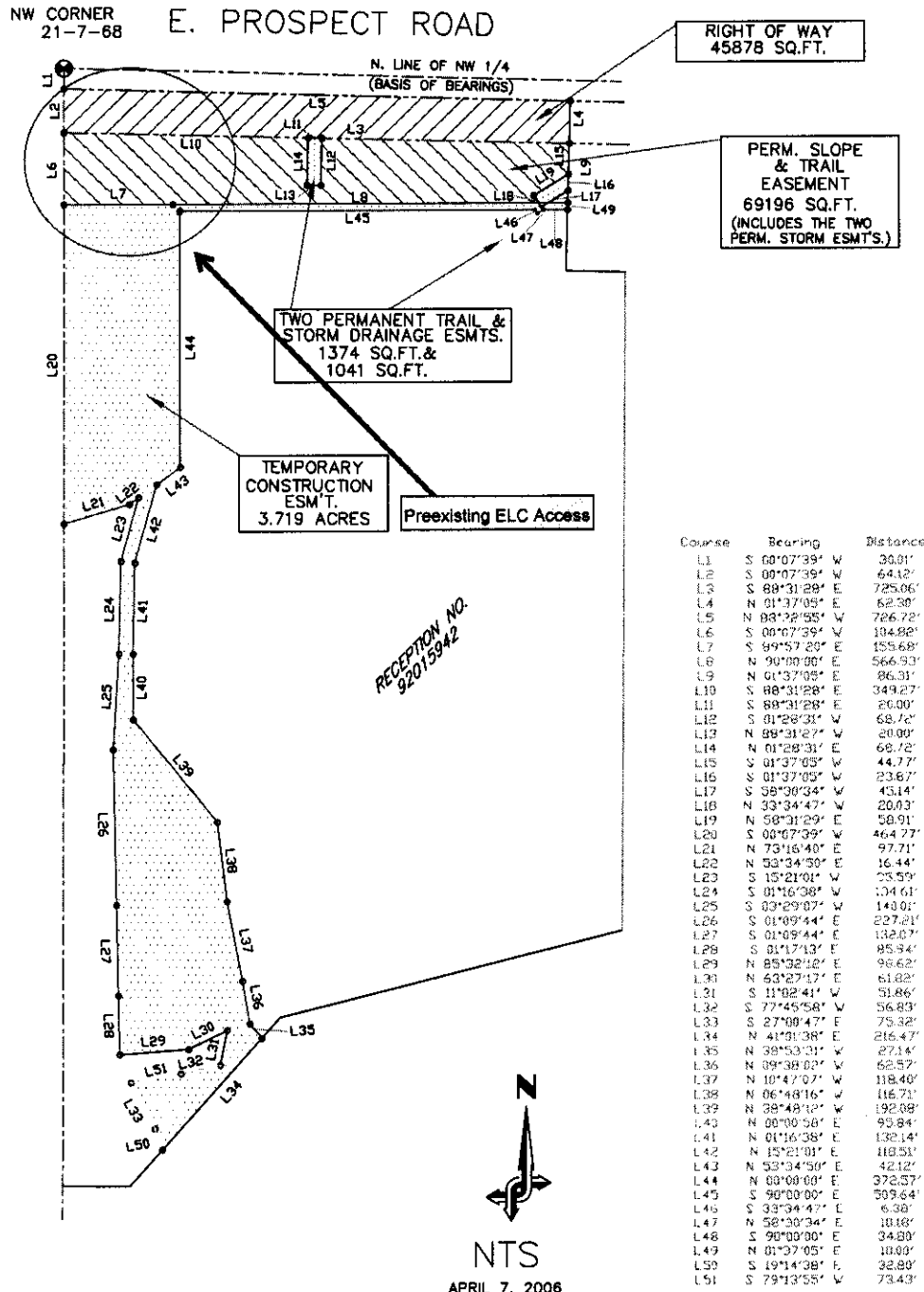


THIS SKETCH AND THE AREAS SHOWN DEPICT THE ATTACHED PROPERTY DESCRIPTION ONLY, AND DO NOT REPRESENT A MONUMENTED BOUNDARY SURVEY.

NTS  
 APRIL 7, 2006

K:\SURVEY\PROJECTS\CP\PROS

# LOCATION SKETCH COLORADO STATE BOARD OF AGRICULTURE FOR COLORADO STATE UNIVERSITY



THIS SKETCH AND THE AREAS SHOWN DEPICT THE ATTACHED PROPERTY DESCRIPTION ONLY, AND DO NOT REPRESENT A MONUMENTED BOUNDARY SURVEY.

NTS  
APRIL 7, 2006

K:\SURVEY\PROJECTS\CP\PROS

**Non-Exclusive Easement Agreement**

This Non-Exclusive Easement Agreement (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between the Board of Governors of the Colorado State University System by and through Colorado State University, whose address is 309 Administration, Fort Collins, CO 80523 ("Board"), Grantor; and The City of Fort Collins, a Colorado Municipal Corporation whose address is 300 LaPorte Avenue, Fort Collins, CO 80522 ("City"), Grantee.

**Grant of Non-Exclusive Easement by the Board: Consideration, Description and Purpose.**

In exchange for the promises of the Board and the Grantee as set forth in this Agreement, and in consideration of the payment by the Grantee to the Board of the sum of Nine-Thousand Four-Hundred and Thirty Dollars (\$9,430) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms herein. The Board grants and conveys to the Grantee a permanent non-exclusive easement in gross over the land of the Board more particularly described in Exhibit A and generally shown in Exhibit B ("Permanent Easement"). Exhibits A and B are attached hereto and are incorporated herein by this reference. This Permanent Easement is granted for the purposes of re-sloping and/or re-contouring the grounds as necessary for the reconstruction of the adjacent East Prospect Road, to provide storm drainage, and for construction, maintenance and public access to a City trail.

1.1. **Access.** During the term of this Agreement and subject to all provisions in paragraph 2 herein, Grantee shall have access at all times to the Permanent Easement for construction, repair, and maintenance of the slope, storm drainage, and trail ("Improvements") constructed under this Agreement.

1.2. **Construction Easement.** The Board grants to the Grantee a temporary construction easement on, under and across the property described on Exhibit C, attached hereto and incorporated herein by reference ("Construction Easement), for purposes of initial installation of the Improvements as well as wetland mitigation, and the removal of dirt mounds, gravel and other materials from the Construction Easement Area as contemplated by the plans for the Prospect Road Improvement Project. Grantee's access and construction shall be confined to the Permanent Easement and the Construction Easement. The Grantee will assure that all gates accessed are closed and secured, and any fencing disturbed during access or construction is repaired or replaced. The Construction Easement shall expire upon final completion of the Prospect Road Improvement Project, but in any event not later than December 31, 2006.

1.3. **Other Uses.** Grantee acknowledges that the Permanent Easement described in Exhibits A and B is intended to accommodate and will be subject to other specific easements in gross to other utility providers. Grantee agrees to cooperate with the Board and the recipients of other easements in the construction, installation, and maintenance of the Improvements.

Upon Recordation Return To:  
City of Fort Collins  
117 North Mason Street  
Fort Collins, CO 80524

2. Agreement of Grantee. In exchange for the Board's grant of the Permanent Easement, Grantee agrees to the following terms:

2.1. Survey. The Grantee agrees that all documents, plats and descriptions attached hereto as exhibits are the result of surveys engaged by the Grantee at its sole expense for the purpose of surveying the boundaries for the Permanent Easement, and the Board assumes no responsibility for the accuracy of such surveys obtained by the Grantee nor for damages resulting from inaccuracies.

2.2. 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 and appearance of the nearby land and the surrounding environment, including its aesthetic character.

2.3. Drawings and Specifications. Drawings and specifications for any major work or construction contemplated in this Agreement shall be submitted to the Board or its representative for approval prior to commencement of construction. Such review and approval shall be solely 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 Board 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.

2.4. Consent for Work. Except in cases of emergency and routine maintenance, Grantee shall obtain the prior consent of the Board or its representative before undertaking any work or activity within the Permanent Easement. Such consent shall not be unreasonably withheld. All access routes to the Permanent Easement for Grantee's construction, repair or maintenance of easement area shall be by route or routes reasonably designated by the Board.

2.5. Costs. All costs incurred in connection with any work, construction, restoration or maintenance contemplated in this Agreement shall be borne entirely by the Grantee.

2.6. Restoration. After completion of any work undertaken in connection with this Agreement (whether the work involves original construction or later repair, maintenance or demolition), other than the removal of the unnatural dirt mounds, the Grantee will reseed and re-vegetate the remaining disturbed ground in a matter similar as now existing. Subsequent to re-contouring and re-vegetating, the Grantor shall have full possession and use of the easement premises.

2.7. Surface Structures. All surface structures or devices, if any, must be approved by the Board, as per section 2.3 above, and shall be so located as to present the least possible interference to the Board's use and preservation of the value of the surface of the land.

2.8. Maintenance. Grantee shall properly maintain the Improvements in connection with this Agreement. The Board may, after written notice to Grantee, so maintain such Improvements at Grantee's cost upon any failure by Grantee to properly maintain as required hereunder.

2.9. Indemnification. **Not Applicable.**

2.10. Compliance with Rules and Regulations. Grantee will comply with all reasonable rules and regulations regarding the use of the land which have been or may be adopted by the Board, and published and announced to the general public in the Fort Collins area or to the Grantee in particular, but only to the extent such compliance does not unreasonably interfere with Grantee's use of the land as contemplated in this Agreement.

2.11. Removal of Access Routes and Work Areas. Routes of access to the Permanent Easement and work areas used for construction, repair, maintenance or removal shall be as few as necessary, and, after completion of any work, Grantee shall destroy and remove them, restoring the land in the manner provided in paragraph 2.6. herein.

3. Rights Reserved by the Board. The Board reserves all rights (including mineral rights) in the Permanent Easement, and the right to occupy and use it for all purposes not inconsistent with the rights granted herein to the Grantee.

3.1. Continuous Use, Right of Entry for Condition Broken. This Agreement is conditional on Grantee's continuous use of the Permanent Easement for the purposes described herein, and if the Grantee shall cease to use the Permanent Easement for the described purposes, the Board shall have the right to re-enter the said unused premises and terminate this Agreement after having given notice of the Board's election to so terminate in the manner specified in this Agreement. To enforce this provision, the Board may, but is not required to bring an action for ejectment or an equivalent action.

3.2. Sale, Lease or Other Easement. The Board may grant other easements within the Permanent Easement, so long as Grantee's use of the Permanent Easement is not unreasonably impaired. The Grantee shall not grant any easements within or other rights to use the Permanent Easement.

3.3. Right to Relocate. The Board reserves the right, at the Board's cost, to relocate this Permanent Easement and the Improvements constructed by City hereunder so long as such relocation does not adversely impact the purpose of the Permanent Easement and the performance of said improvements. The Board shall consult with the City prior to any such relocation to minimize interference with the operation of the City's Improvements, and to ensure the purpose of the Permanent Easement and improvements is not adversely impacted.

4. Other Terms and Conditions. The parties agree to the following additional terms and conditions:

4.1. Prior Easements. This Permanent 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. The Board makes no warranties or representations as to matters of title.

4.2. Additional Use or Equipment. Use of the Permanent Easement for any purpose, equipment or facilities not specified herein shall require written consent of the Board, or its designee, and prior amendment of this Agreement, executed in the same manner as this Agreement.

4.3. Non-Assignability. This Agreement is not assignable by the Grantee.

4.4. Successors. Subject to the limitations on assignment set forth in paragraph 4.3 herein, this Agreement shall be binding on the parties' legal successors.

4.5 Third Party Beneficiary: It is expressly understood and agreed that the enforcement and conditions of this Agreement and all rights contained herein relating to enforcement, shall be strictly reserved to the Board and the Grantee. 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 Board and the Grantee that any such person or entity, other than the Board or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

4.6 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 a party, 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 here after amended.

4.7. Representatives and Notice. For the purposes of this Agreement, the parties designate the following persons as their representatives and list the following addresses for the delivery or mailing of notices and other communications:

Representative for the Grantee:

with copy to:

City Manager  
City of Fort Collins  
P.O. Box 580  
Fort Collins, CO 80522

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

Representative for the Board:

with copy to:

CSU Real Estate Office  
1415 S. College Avenue  
Fort Collins, CO 80524

CSU General Counsel  
01 Administration Building  
Colorado State University  
Fort Collins, CO 80523-6030

Any notice required or desired to be given under this Agreement shall be delivered or mailed by certified mail to the addresses listed above.

5. Jurisdiction. The laws of the State of Colorado and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference, that provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. 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.

6. No Corrupt Influences. The signatories hereto aver that they are familiar with C.R.S. 18-8-301 et seq. (Bribery and Corrupt Influences) and C.R.S. 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.

7. 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.

8. Non-Appropriation. The parties' obligations hereunder are subject to the annual appropriation of funds sufficient therefore by the parties respective governing bodies.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

City of Fort Collins, Colorado,  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
By: City Manager

\_\_\_\_\_  
By: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant City Attorney

STATE OF COLORADO            )  
  )ss  
COUNTY OF LARIMER         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 2006 by \_\_\_\_\_ and \_\_\_\_\_ as City Manager and City Clerk of the City of Fort Collins, Colorado.

My commission expires \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

The Board of Governors of the CSU System  
for the use and benefit of Colorado State  
University

APPROVED:

By: \_\_\_\_\_  
Keith Ickes  
Vice President for Administrative  
Services

By: \_\_\_\_\_  
Donna Aurand  
Deputy General Counsel

STATE OF COLORADO            )  
  )ss  
COUNTY OF LARIMER         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by Keith Ickes, Vice President for Administrative Services for the Board of Governors of the Colorado State University System.

My commission expires \_\_\_\_\_ . Witness my hand and official seal.

\_\_\_\_\_  
Notary Public