

E A S E M E N T

THIS EASEMENT, made the 1<sup>st</sup> day of Dec, 1971, between

Community Airpark Association, Inc., hereinafter referred to as "first party," and the BOXELDER SANITATION DISTRICT, a Quasi-Municipal Corporation, hereinafter referred to as "second party,"

WHEREAS, first party is the owner of certain lands situate in the County of Larimer, State of Colorado;

AND WHEREAS, second party is engaged in the business of furnishing sewer facilities for the inhabitants and residents included within the boundaries of said District;

AND WHEREAS, second party desires an easement to construct and maintain sewer lines under a certain portion of the lands owned in fee by first party;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by second party, receipt of which is hereby acknowledged by party of the first part, first party hereby grants, bargains, sells, conveys and quit claims to second party, its successors and assigns, full and free right and authority and a perpetual easement for the construction, maintenance, removal and replacement of said sewer lines of such size as desired by the second party within a parcel described as follows:

(Legal description attached and incorporated herein as Exhibits A and B.)

The right of easement is hereby granted, including the right for the necessary use of surface of said lands, for construction, laying, maintenance, removal, repair and replacement of said lines;

Together with the rights, easements and privileges in or to said land which may be required for the full enjoyment of the rights herein granted, including the right to use so much of the adjoining land of the parties of the first part as shall be reasonably necessary to enable workmen and equipment to properly and conveniently construct said line.

It is understood that the land and improvements will be returned to its original condition, and any damage caused to adjoining land or structures as a result of line construction or maintenance must be repaired, including replacement of grass, trees or shrubs, if removal of such is necessary for construction of the sewer lines. It is also agreed that the temporary construction easement, as described in Exhibit "A", is granted for the original construction and will be forever relinquished upon completion and initial use of said sewer line. It is further agreed that there will be no manholes placed closer than 150 feet perpendicular from the centerline extended of the runway, and that during construction, and subsequent maintenance of said sewer line, extreme care will be taken to protect the users of the airport and their equipment, and that no equipment will be parked closer than 150 feet perpendicular from the centerline extended of the runway. All construction and maintenance operations within 150 feet perpendicular of the extended centerline of the runway will be done between sunrise and sunset.

The first party expressly reserves the right of use of the surface of the easement hereby granted for uses not inconsistent with the use of said easement by the second party for the purpose for which the same is granted; but the first party shall not plant trees and shall not construct any structures upon said easement area, other than taxiways, runways, or other improvements desirable for the growth of the airport. After original construction and initial use of said sewer line, it is agreed that within 150 feet perpendicular of the extended centerline of the runway, all surface rights to the easement property are rescinded. This easement is subject to any and all prior easements granted, and of record.

It is understood that the party of the first part is hereby granted the right to construct extensions from said sewer lines on the easement to serve lands owned by the party of the first part, their heirs, successors, or assigns without payment of any additional fees, charges or compensations whatsoever to the party of the second part.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

COMMUNITY AIRPARK ASSOCIATION, INC.

(SEAL)  
ATTEST:

Clyde B. Russell  
Secretary

By: W. Sterling  
President

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 1st day of July, 1977, by W.A. STERLING as President, and Clyde B. Russell as Secretary of Community Airpark Association, Inc.

My commission expires:

June 9-1978

[Signature]  
Notary Public



# COMMUNITY AIRPARK R.C. & H.L. FUGATE UTILITY EASEMENT

AND

NORTH 1/4 COR.  
SEC. 8-7-68

NO SCALE  
SEPT. 1971



2996.11'

5 00' 00" 00" E  
2996.11'

TRUE PT. OF  
BEGINNING

N 89° 35' W

1244.50'

COMMUNITY AIRPARK

20' UTILITY  
EASEMENT

EASEMENT "A"

PROPERTY LINE

50' TEMP. CONST.  
EASEMENT

N 59° 30' W

TERMINAL  
POINT

R.C. & H.L.  
FUGATE

LOT 1

TEDDY G. ANDERSON

EASEMENT "C"

N 39° 40' W

EASEMENT "B"

LOT 2

COMMUNITY AIRPARK

TERMINAL POINT  
M & I INC.  
CONSULTING ENGINEERS  
FORT COLLINS, COLORADO

1971