

E A S E M E N T

THIS EASEMENT, made the 1st 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.

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UTILITY EASEMENTSCOMMUNITY AIRPARK

A twenty foot wide permanent utility easement and a temporary fifty foot wide construction easement as shown on accompanying plat over and across a portion of Section 8, T7N, R68W, Larimer County, Colorado, the centerline of the 20 foot permanent utility easement is ~~100~~ ¹⁰⁰ foot West of the East ~~book~~ ^{property line} of the ~~Community Airpark subdivision~~ ^{Community Airpark subdivision}, and more particularly described as follows:

Considering the East line of the NW 1/4 of said Section 8 as bearing S 00° 00' E and with all bearings contained herein relative thereto.

EASEMENT A

Commencing at the NW 1/4 Corner of said Section 8; thence S 00° 00' E 2996.11 feet; thence N 89° 35' W 1255.50 feet to the True Point of Beginning; thence S 00° 00' E 1882.25 feet to the terminal point of Easement "A", said terminal point lying on North property line of Lot 1 of Community Airpark.

EASEMENT B

Thence from the terminal point of Easement "A" S 00° 00' 00" E a distance of 131.92 feet through the R. C. & H. L. Fugate property to a point on the North line of Lot 2 of the Community Airpark Subdivision, this point being the True Point of Beginning of Easement "B"; thence S 00° 00' E ~~187.07~~ ^{187.07} feet to the terminal point of Easement "B".

R. C. & H. L. FUGATE

EASEMENT C.

The true point of beginning being the terminal point of Easement "A", thence S 00° 00' 00" E a distance of 131.92 feet to a point being the beginning point of Easement "C".

Within 150 feet of the centerline extended of the runway, there will be no temporary 50 foot construction easement. The width of the easement is limited to 20 feet.

M & I
CONSULTING ENGINEERS
FORT COLLINS, COLORADO

272-031
1971

Recorded AUG 3 1978
Book No. 262637

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August, 19 78, by and between Community Airport Association, Inc., party of the first part, and BOXELDER SANITATION DISTRICT, party of the second part, WITNESSETH:

That for and in consideration of the covenants and agreements herein and the sum of \$ 7,000.00 and other valuable considerations in hand paid by second party to first party, receipt of which is hereby acknowledged, first party has granted and conveyed, and by these presents does grant and convey to second party, its successors and assigns, a permanent easement for the installation, inspection, maintenance, replacement or removal of a buried sewer pipeline in and upon land situate in the County of Larimer, State of Colorado, being described as follows, to-wit:

See Exhibit "A"

As part of the consideration hereof, and by acceptance of this grant of right of way, said second party agrees as follows:

1. That said permanent easement shall not exceed 31 ^{at above described} feet in width ^{over} and across the above described property, ^{except that the} party of the first part does hereby grant to the party of the second part a temporary easement of N/A feet over and across the above described property for purposes of construction of said sewer line.

2. All trenches and excavations made in the laying or repairing of such pipeline shall be properly backfilled and as much of the original surface soil as possible shall be placed on top. All large gravel, stones and clods will be removed from the finished backfill. Second party will finish the backfill after normal settling of the soil so that the use and enjoyment of said land by first party shall be suitable for the purpose now used. Second party will maintain the trench area and buried sewer pipeline and be wholly responsible for

all damages, real or personal, which may be caused by the installation, reinstallation, maintenance and use of said sewer pipeline.

Both parties hereto agree that all sewer pipelines or other facilities constructed or installed at second party's expense upon property owned by first party shall remain the property of second party and shall be removable at the option of second party upon termination of the agreed service to or on said property, and agree to reconvey this easement to first party on cessation of need for this easement.

First party does hereby covenant with second party that first party is lawfully seized and possessed of the real property described, that first party has a good and lawful right to convey said property or any part thereof and that first party warrants the title thereto.

Whenever used herein the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and affixed their corporate seals, the day and year first above written.

[Signature]
Party of the First Part

[Signature]
Party of the First Part

BOXELDER SANITATION DISTRICT
By [Signature]
Chairman of Board of Directors
Party of the Second Part

ATTEST:
[Signature]
Secretary

STATE OF COLORADO)
COUNTY OF LARIMER) ss.

The foregoing instrument was acknowledged before me this day of August, 1976, by [Signatures]
Witness my hand and official seal.
My commission expires: December 10, 1977



[Signature]
Notary Public