

TAXIWAY IMPROVEMENT AND EASEMENT AGREEMENT

This Agreement made and entered into this 4th day of May, 1982, by and between the CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, and the CITY OF LOVELAND, COLORADO, a Municipal Corporation, hereinafter collectively referred to as the "Cities"; and TRIAD DEVELOPMENT CORPORATION, INC., an Arizona Corporation, hereinafter referred to as "Triad".

WITNESSETH:

WHEREAS, Triad desires to obtain access to the Fort Collins - Loveland Municipal Airport (hereinafter "Airport") runway and taxiway systems from certain real property owned by Triad; and

WHEREAS, the Cities have determined that such access is reasonable and proper and will benefit the operations of the Airport and aid in the improvement and natural development of the Airport; and,

WHEREAS, the parties desire to establish a mutually satisfactory method for installing the necessary taxiway improvements;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the parties agree as follows:

1. Taxiway Improvements. Triad is hereby authorized to construct upon the Loveland - Fort Collins Airport taxiway improvements located as shown upon Exhibit "1" attached hereto, to have a paved surface no less than forty feet (40') in width and be constructed in accordance with the design shown on Exhibit "2". The cost of such construction shall be eligible for refunding in accordance with Paragraph 2. Triad, in its discretion, may at anytime oversize the taxiway improvements but shall have no obligation to do so. All improvements shall be constructed in accordance with specifications and plans approved by the Cities, which approval shall not be unreasonably withheld.

The installation of the taxiway improvements shall be performed in a good and workmanlike fashion, and the contractor performing such work shall guarantee the materials and workmanship for a period of no less than one (1) year. The Cities shall have the right to inspect the work during

construction and upon completion of the work. Upon its completion and provision to the Cities of evidence sufficient to show title to the work unencumbered by mechanic or materialmen's lien, all such improvements located upon the Airport property shall thereupon be conveyed to the Cities.

2. Refunding. It is agreed that Triad shall have the right and opportunity to recoup fifty percent (50%) of the costs eligible for refunding. In order to provide such reimbursement, at such time as any portion of the land within the "taxiway use zone" (as shown upon Exhibit "3"), is first leased by the Cities for use for aeronautical related activities, there shall be paid to Triad by the Cities a sum to be calculated by multiplying fifty percent (50%) of the cost of the taxiway improvements installed by Triad times a fraction in which the numerator is equivalent to the square footage of the leased area, and the denominator is equivalent to the total square footage in the taxiway use zone which the Cities plan to use or make available for use for aeronautical related activities.

The Cities agree that, at the time any land in the "taxiway use zone" is first leased or improved for aeronautical activities, the Cities will define the area within the "taxiway use zone" which will be assessed for reimbursement. Such area will include all land within the "taxiway use zone" which will be reasonably expected to benefit from the taxiway improvements installed by Triad, but shall not include automobile service stations, rental auto offices or public auto parking lots and roadways. The area so determined shall be called the "taxiway contribution area".

Triad shall, within one hundred and twenty (120) days after completion of any improvements constructed pursuant to this Agreement, supply to the Cities a statement of the total costs of such improvements, and supporting documentation if requested by the Cities.

The obligation of the Cities to provide reimbursement to Triad hereunder shall extend for a period of fifteen (15) years from the date of completion of the improvements, and shall terminate without any act of

the parties at the expiration of said period unless extended in writing by the Cities.

3. Use and Fee Covenants. Triad agrees to impose covenants upon the property shown as Block 3 of the Master Plan of Loveland - Fort Collins Industrial Airpark, as approved by the County of Larimer, Colorado (hereinafter referred to as "Block 3"), prohibiting uses of the property for commercial aeronautical activities (as hereafter defined), and prohibiting sale of aviation fuel to the public. Such covenants shall not prevent aeronautical uses which are secondary or incidental to the primary use of the property which is not a commercial aeronautical use, and shall not prevent any aircraft operator from adjusting, repairing, refueling, cleaning, and otherwise servicing his own aircraft.

For the purposes of this Agreement, the following shall constitute "commercial aeronautical activities" if provided at retail to the public: airtaxi, charter, and aircarrier service operations; pilot training; aircraft rental; aerial sightseeing, spraying, and advertising; retail aircraft sales and service; aircraft storage; retail sale of aircraft parts; repair and maintenance of aircraft; retail sale of aviation petroleum products.

The Cities covenant and agree that no owner of property in said Block 3 shall be charged any fee, rental or other charge which is used to defray or reimburse any of the costs of taxiway improvements installed by Triad in accordance with this agreement.

4. Control of Access.

A. The parties agree that in the event that either party or the owners in Block 3 find it desirable to provide a means by which access between Block 3 and the Airport is controlled in order to protect and preserve the property and interest of the owners of land in Block 3 or to preserve the Cities' interest in protecting the general welfare and safety and the operation of the Airport, the Cities may establish reasonable methods and procedures designed to insure that access to and from Airport facilities and Block 3 by use of the taxiway improvements installed by Triad may be gained only by the owners of property in Block 3.

B. As a condition for access onto the Airport from Block 3, each property owner or user shall be obligated to abide by the covenants placed upon the property by the owners. Further, as

an additional condition for gaining access to the Airport from Block 3, each property owner or user shall be prohibited from engaging in the sale of aviation fuel on the property contained in Block 3.

C. It is specifically understood and agreed that the provisions of this Section 4 shall be enforceable against each lot owner individually or each person gaining access to the Airport from Block 3 individually.

5. Grant of Easement. The Cities agree that upon commencement of the construction by Triad of the improvements described in this Agreement, which shall occur no later than two (2) years hereafter, the Cities shall forthwith execute and deliver to Triad an access easement in the form attached hereto as Exhibit "4".

6. Maintenance. The Cities shall maintain the completed improvements constructed by Triad on Airport land, however it is agreed that the costs of such maintenance should be shared equitably by property owners in Block 3 having a taxiway easement and others having access to the taxiway as follows:

A. The property owners in Block 3 shall be responsible for reimbursement to the Cities for that portion of the maintenance costs calculated by multiplying the total costs of maintenance times a fraction whose numerator is the square footage of property in Block 3 adjacent to taxiway systems in Block 3, and whose denominator is equivalent to the sum of the numerator plus the square footage of land in the "taxiway contribution area" which has been leased or improved for use for aeronautical related activities.

B. Triad agrees to impose covenants upon the land in Block 3 requiring the property owners in that portion of Block 3, subject to reimbursement of maintenance costs as set forth above, to provide payment monthly, or at longer intervals as may be selected by the Cities, to the Cities for the costs of maintenance as calculated in paragraph 6.A. above within thirty (30) days following written notification by the Cities of the amount of costs for which they are responsible, together with supporting documentation. Such payments shall be collected and paid to the Cities by a property owners association composed of those subject to the obligation for such reimbursement, which association Triad hereby agrees to create in connection with the covenants imposed. Failure to pay the maintenance assessments owing may, at the Cities' option, result in closure of the point of access to the taxiway until such assessments are paid.

C. "Maintenance" costs, for the purposes of this agreement, shall mean all costs incurred by Cities for snow removal, sweeping, repair, lighting, electricity, resurfacing and all other expenses necessary to maintain such improvements. Such costs shall be determined and allocated using generally accepted accounting practices and principles.

7. Fees.

A. Each property owner located in Block 3 shall remit to the Cities eight percent (8%) of the wholesale cost of aviation fuels dispensed into aircraft from aviation fuels facilities located upon its property located in Block 3.

B. Nothing herein shall be construed to prevent Cities from imposing fees, notes, tolls and charges for the use of airport facilities. All such fees, rates, tolls and charges shall be similar for similar classes of users, and shall be reasonably related to the services and facilities used.

C. Failure of any property owner or user to remit payment for said rates, fees, rental or other charges imposed herein or by rule or regulation shall be grounds upon which the Cities can deny access to the Airport.

8. Term, Effect and Integration. This Agreement constitutes to such user or owner the entire Agreement of the parties hereto and may be altered, amended or otherwise revised only by written agreement of the parties hereto.

The terms of this Agreement shall be binding upon and inure to the benefit of the successors, representatives, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed their hands and seals on the day and year first set forth above.

TRIAD DEVELOPMENT CORPORATION, INC.

By: Tom R. Van Sickle
Tom R. Van Sickle

ATTEST:

Janice K. Kitch
Asst. Secretary

CITY OF FORT COLLINS, COLORADO,
A Municipal Corporation

By: Jerry Quast
Mayor

Approved As To Form:

John W. Winger
City Attorney

CITY OF LOVELAND, COLORADO,
A Municipal Corporation

By: Tom R. Van Sickle
Mayor

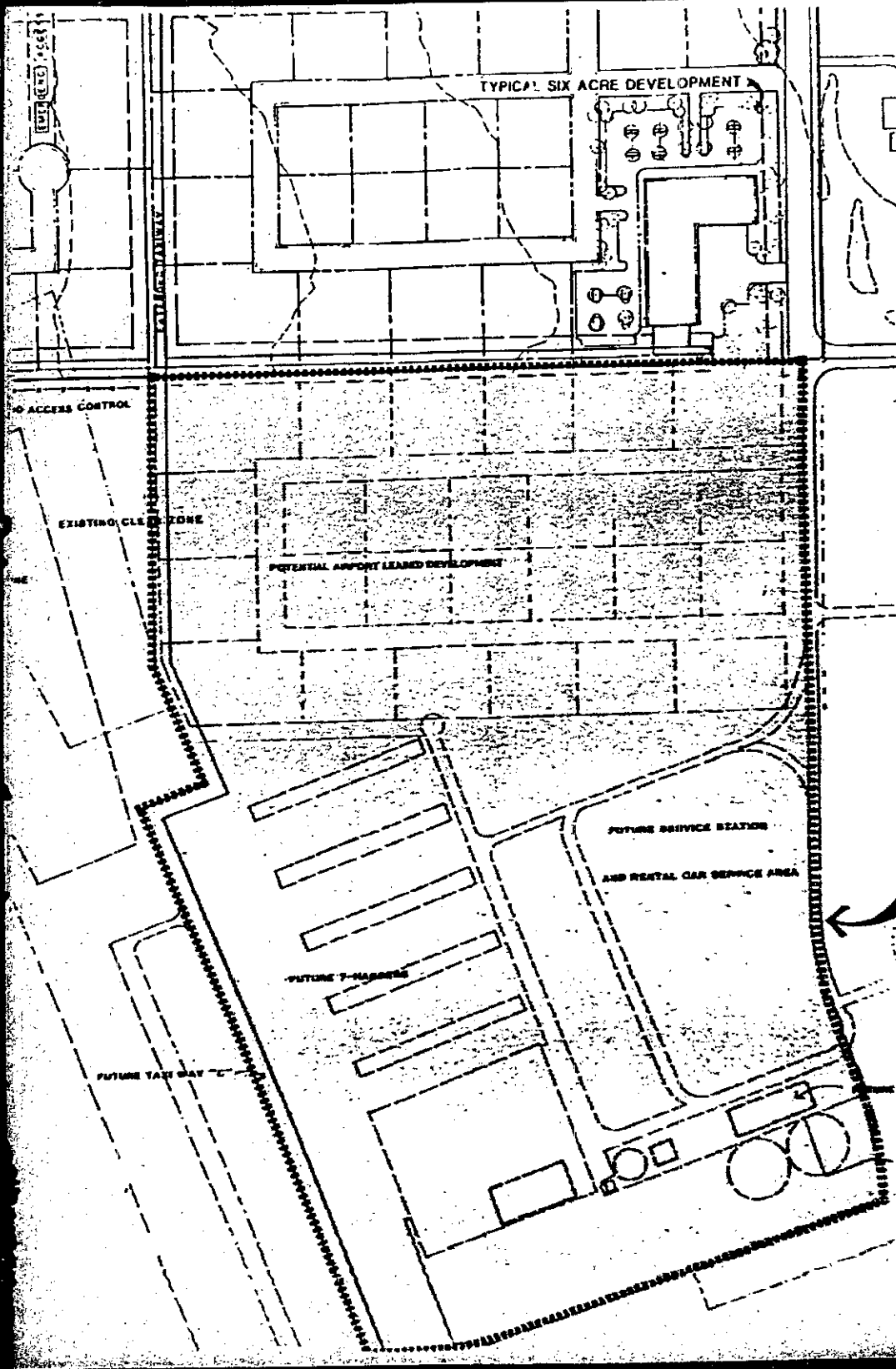
ATTEST:

Janice K. Kitch
City Clerk

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City Clerk

APPX. EXTENT OF AREA CONTRIBUTING TO TAXIWAY REPAYMENT
Taxiway Improvement and Easement Agreement between Loveland
and Fort Collins, and Title
EXHIBIT
No. 11111111



GRANT OF EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the City of Loveland, a Colorado municipal corporation, and Fort Collins, a Colorado municipal corporation (hereinafter referred to as "Grantors"), do hereby grant to Triad Development Corporation, Inc., an Arizona corporation, its representatives, successors and assigns, and any person or entity now owning or hereafter acquiring all or any portion of the property described in Exhibit "A" attached hereto, an easement and right-of-way for aircraft and ground service vehicles into, upon, over, across and through the following described real property:

TAXIWAY EASEMENT No. 1

DESCRIPTION OF a 20 foot wide permanent taxiway easement with shortened and extended side lines to meet existing property lines as shown on the said accompanying plat attached hereto as Exhibit "B" and incorporated herein by this reference; located in the SE 1/4 of Section 28, T6N, R68W, or the 6th P.M. Larimer County, Colorado, being more particularly described as follows:

Considering the east line of the SE 1/4 of said Section 28, as bearing N 00°09'44" E and with all bearings contained herein relative thereto.

Commencing at the SE corner of the said Section 28, said point being the True Point of Beginning; thence, along the said east line, being the easterly line of the said 20 foot easement; N 00°09'44" E 2647.54 feet to the E 1/4 corner of said Section 28, said point being the Terminal Point of the said easement.

and;

TAXIWAY EASEMENT No. 2

DESCRIPTION OF a 100 foot wide permanent taxiway easement with shortened and extended side lines to meet existing property lines and holding apron as shown on the said accompanying plat attached hereto as Exhibit "B"; located in the SE 1/4 of Section 28, T6N, R68W, of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Exhibit "4"
 { Taxiway Improvement and Easement Agreement
 between Loveland and Fort Collins, and Triad }

Considering the east line of the SE 1/4 of said Section 28 as bearing N 00°09'44" E and with all bearings contained herein relative thereto.

Commencing at the SE corner of the said Section 28; thence, along the said east line, N 00°09'44" E, 1525.00 feet to the True Point of Beginning; thence, along the centerline of the said easement, N 89°50'16" W, 271.50 feet; thence, 35.15 feet along the arc of a curve to the left with a central angle of 20°08'31", radius of 100.00 feet and whose long chord bears S 80°05'28" W, 34.97 feet; thence S 70°01'13" W, 220.77 feet; thence, 157.08 feet along the arc of a curve to the right, with a central angle of 90°00'00", radius of 100.00 feet, and whose long chord bears N 64°58'47" W, 141.42 feet, thence, N 19°58'47" W, 150.00 feet more or less to the centerline of the existing unimproved cross-wind runway of the Fort Collins-Loveland Municipal Airport; thence, S 70°01'13" W, 2213 feet more or less to the centerline of the existing north-south taxiway, said point being the Terminal Point of the said easement.

together with aircraft and ground service vehicle access to all the taxiway and runway systems of the Fort Collins - Loveland Municipal Airport as they now, and hereafter may exist.

The easement and right-of-way herein granted shall be appurtenant to and benefit and run with the land described in said Exhibit "A", and all persons using the taxiway and runway systems of the Fort Collins - Loveland Municipal Airport shall be subject to and shall comply with rules and regulations as are now or may hereafter be established by governmental or quasi-governmental bodies having authority to control the use of the said Airport.

DATED this ____ day of _____, 1982.

CITY OF FORT COLLINS, COLORADO
A Municipal Corporation

By _____
MAYOR

ATTEST:

City Clerk

CITY OF LOVELAND, COLORADO,
A Municipal Corporation

By _____
MAYOR

ATTEST:

City Clerk

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THE
GRANT OF EASEMENT FROM THE CITY OF LOVELAND AND THE
CITY OF FORT COLLINS TO TRIAD DEVELOPMENT CO., INC.

The land benefited by the easement is all of that land shown as "Block 3" of the Master Plan dated November 4, 1981 and revised December 15, 1981 of the Loveland - Fort Collins Industrial Airpark, being the Amended Master Plan of the Mountain Air Industrial Park for lands located in the West Half of Section 34 and the Southwest Quarter of Section 27, all in Township 6 North, Range 68 West of the 6th P.M., Larimer County, Colorado.

