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**SECTION 4****PARCEL C****4.1 INTRODUCTION**

Parcel C is located west and north of Houts Reservoir and Equalizer Lake and includes approximately 482 acres. Parcel C encompasses the west portion of Parcel D of the northwest region of the Millennium Addition, the western portion of Parcel B of the Savanna Addition, the Cloverleaf West Parcel of the Grange Addition and the adjacent lakes and the related buffer areas. Refer to Map 1 and Map 6 in Section 11 for location of this neighborhood.

Opportunity exists to create better, more livable patterns of development, including:

- A. Provision of a variety of Housing Types allowing more people the opportunity to live near the substantial employment base evolving in the GDP.
- B. The preservation and enhancement of Environmentally Sensitive Areas on and adjacent to the property.
- C. The creation of a cohesive series of walkable neighborhoods linked to each other and to the schools, jobs, and services in the GDP.
- D. Building neighborhoods with identity defined by “edges,” entry features, streetscape treatments, architectural compatibility, “centers” and/or other unique design elements.
- E. Encouraging the integration of appropriate nonresidential uses such as schools, churches, day-care, live/work uses, small-scale offices, clinics, and other services into residential neighborhoods.

**4.2 LAND USE INFORMATION****4.2.1 Existing Land Uses**

Parcel C is currently used for agricultural purposes and residential development. The existing agricultural uses shall be allowed to continue as legal non-conforming uses within this parcel.

**4.2.2 Proposed Land Uses**

The land use categories for Parcel C include Residential Uses with a variety of Housing Types (with a maximum of 1,500 Dwelling Units permitted in Sub-parcels C-1 and C-2); and a maximum of 180,000 gross square feet of non-residential uses in Subparcels C-1 and C-2 and a maximum of 900,000 gross square feet of non-residential uses in Subparcel C-4. Refer to Section 1.3 for a detailed list of the specific uses within each land use category, and the Land Use Legend on Map 6 in Section 11 for the identification of each land use category as either a Use-by-Right or a Special Review Use. Section 12 contains the review processes applicable to such uses. Please refer to Section 12.3.3 and General Condition No. 12 for information on the ability to increase the number of Dwelling Units.

The GDP (Map 6 in Section 11) designates Subparcels C-1 and C-2 as MUNs.

**4.2.3 Density**

Density information for Residential Uses is provided on Map 6 in Section 11 and in Sections 9 and 10.

**4.2.4 Airport Influence Areas**

Any Special Conditions applicable to development in Parcel C because of its proximity to the Airport are included in the Special Conditions attached as Appendix 4-1 attached to this Section 4.

**4.3 CIRCULATION****4.3.1 Site Access**

Subject to City approval of specific Development Projects, primary access to Parcel C will be from Boyd Lake Avenue at the locations indicated on the GDP (Lost Creek Drive, Frank Road, and Carrie Lane). Additional access points are anticipated from East 37<sup>th</sup> Street.

**4.3.2 Internal Circulation**

An integrated network and hierarchy of transportation ways will be provided for pedestrians, bicyclists and automobiles. The planned arterial and major collector system as shown on Map 6 in Section 11, lends

itself to accommodating potential public transportation in the future. Refer to Section 7, Access, Circulation and Parking, for detailed circulation standards.

The Conceptual Amenity Map (Map 2 in Section 11) illustrates a proposed trail system. Details on any proposed trail system shall be provided with applications for GDP Sketch Plat and/or GDP Final Plat review or applications for a building permit.

#### **4.3.3 Standards**

Within MUNs, Streets will be designed as per LCUASS as required by General Condition No. 22 and the Performance Standards included of the GDP, with the minor exceptions for reduced design speeds and collector cross section allowed in any “Urban Character Villages” (See Map 8 in Section 11 and Section 9). In accordance with Section 9.6.2.B, alternative Street designs shall be allowed subject to approval by the City Engineer.

### **4.4 PUBLIC AND PRIVATE UTILITIES**

The following subsections indicate the utility providers currently available to provide services to Parcel C. The provision of services by other utility providers will be determined at the time of development.

#### **4.4.1 Water and Wastewater**

The City will provide water and wastewater service. Collection and distribution systems shall be designed and constructed as per current City standards. Further details of services will be worked out at time of GDP Sketch Plat, and/or final development plan, or at the time of application for a Site Development Plan.

#### **4.4.2 Storm Drainage**

Detention shall either be provided on-site or off-site in a regional detention pond in accordance with the City’s storm drainage master plan; provided, that any off-site regional detention pond is located up-stream from Houts Reservoir and Equalizer Lake. Water quality treatment will be required for new development projects that do not utilize existing regional detention ponds prior to on site drainage entering Houts Reservoir or Equalizer Lake.

#### **4.4.3 Electric**

Electric service will be provided by the City’s Water and Power Department. Electric service is available from existing lines located south of Parcel C, from a 600 amp overhead feeder located along the west side of North Boyd Lake Avenue, and from existing underground electric lines and a 600A feeder located along the East side of North Boyd Lake Avenue.

All new electric distribution for single family and two family Lots shall be front Lot underground construction, unless otherwise accepted by the City’s Water and Power Department.

#### **4.4.4 Natural Gas**

It is presently anticipated that Xcel Energy Company will provide natural gas from existing lines in the area.

#### **4.4.5 Telephone**

It is presently anticipated that telephone and telecommunications services will be provided by CenturyLink, or other City-approved franchise, from existing lines in the area.

#### **4.4.6 Irrigation Ditches**

There is one existing irrigation ditch on the property, the Greeley and Loveland Irrigation Canal. The existing irrigation ditch will be maintained in place, boxed, lined and/or re-aligned as necessary. If any realignment or physical change is proposed in the ditch or improvement is proposed to any portion of an irrigation ditch, the ditch company will be contacted for approval. A copy of a letter from the ditch company shall be submitted to the City prior to any approval that directly impacts the ditch. Irrigation ditches may be used as a raw water supply for irrigation of Open Space areas.

### **4.5 NATURAL AREAS**

Any Environmentally Sensitive Areas within Parcel C have been identified in two ESARs. The ESARs applicable to Parcel C are provided in Section 14 of the GDP.

For Subparcels C-1 and C-2, please refer to the ESAR prepared by Cedar Creek Associates dated January, 1999.

For Subparcel C-4, please refer to the ESAR prepared by Ecological Resource Consultants dated June 8, 2004.

For that portion of Subparcel C-4 known as the Cloverleaf West Parcel of the Grange Addition, please refer to the ESAR prepared by FlyWater Consulting, Inc. dated February 12, 2008.

The lakes and surrounding environments that form the easterly edge of Parcel C provide an opportunity to protect and enhance existing natural wildlife features while creating a variety of recreational and educational features for neighborhood residents. Detailed Preliminary Design Plans (as described in Section 6) will be prepared for each identified Environmentally Sensitive Area and related buffer prior to or in conjunction with the approval of any GDP Sketch Plat creating Building Lots within 300 feet of that sensitive area.

#### **4.6 TYPICAL RESIDENTIAL NEIGHBORHOOD LAYOUTS**

Map 9 in Section 11 of the GDP illustrates Neighborhood Planning Concepts (as described in Section 9) anticipated to be utilized in the MUNs in Subparcels C-1 and C-2. Further criteria governing neighborhood layout is included in Section 9.

#### **4.7 LANDFORM MODIFICATION**

The topography of Parcel C gently slopes from west to east. Landform modification is expected to occur only in order to create visual interest throughout the site, for screening, or to provide for proper management of drainage.

Refer to the Conceptual Utility/Grading Map, (Map 3 in Section 11), as well as Sections 6.11 and 6.17 for additional information.

#### **4.8 DEVELOPMENT CONDITIONS**

Development within Parcel C shall be subject to the applicable General Conditions in Appendix 1-1 of

Section 1 and the applicable Performance Standards in Sections 6 through 10 and 16.

Development within Parcel C shall also be subject to the applicable Special Conditions in Appendix 4-1 attached to this Section 4 and incorporated herein by this reference.

## APPENDIX 4-1

### SPECIAL CONDITIONS FOR PARCEL C AIRPORT

#### Special Condition No. 1 (Parcel C):

The owners of those portions of Parcel C that are located within the boundaries of the Airport Influence Area as depicted on Map 6 in Section 11 of the GDP shall execute and deliver to the City for recording concurrently with the GDP Final Plat for such property, an Aviation Easement in the form attached hereto as Attachment No. 1.

#### Special Condition No. 2 (Parcel C):

Those portions of Parcel C that are located within the Airport Influence Area may experience noise from low-flying aircraft as a result of 24 hour per day aircraft operations, therefore, all Subdivision plats for property within Parcel C that is wholly or partially located within the boundaries of the Airport Influence Area as depicted on Map 6 in Section 11 of the GDP shall contain the following language: "All or a portion of the property being subdivided may be located within the Airport Influence Area of the Northern Colorado Regional Airport. Such property may experience noise from low-flying aircraft as a result of 24 hour per day aircraft operations."

#### Special Condition No. 3 (Parcel C):

No structures located within those portions of Parcel C that are located within the Airport Influence Area as shown on Map 6 in Section 11 of the GDP shall extend into restricted air space as defined by FAA Regulation, Part 77, and the Applicant shall comply with all applicable notice requirements of such FAA Regulation.

#### Special Condition No. 4 (Parcel C):

Except to the extent otherwise required by applicable Federal law, all new bodies of water within Parcel C that are located within the Airport Influence Area as depicted on Map 6 in Section 11 of the GDP and within a radius of 10,000 feet from the end of any

runway of the Airport, shall be prohibited if: (1) they are larger than one-quarter acre in size; (2) they are installed after July, 11, 2006; (3) they are designed to hold or retain water permanently or over extended periods of time; and (4) they are bird attractants. To the extent permitted by Federal law, this prohibition shall not apply to a relocation or expansion of any existing water body or to detention ponds that have outlet structures designed to prevent the permanent containment of water.

#### Special Condition No. 5 (Parcel C):

No exterior lighting, reflective material, smoke emissions or electronic emissions shall be permitted in those portions of Parcel C that are also located within the Airport Influence Area as depicted on Map 6 in Section 11 of the GDP which would materially lower pilots' visibility or cause material interference with the Airport's navigation and communication systems. For purposes of this condition, "reflective material" is defined as glazing with a reflectivity of 65% or greater.

#### Special Condition No. 6 (Parcel C):

Residential Uses are not permitted in those portions of Parcel C of the GDP which are also located within the Airport's critical zone as depicted on Map 6 of Section 11 of the GDP. In the event that such critical zone is reduced in area pursuant to an amendment of the Airport Master Plan, such new critical zone boundary shall be used to determine the applicability of this condition.

#### Special Condition No. 7 (Parcel C):

The Developer shall include the following disclosure statement in all of its contracts for the sale of any of the property located within Parcel C of the GDP which is also within the Airport Influence Area as shown on Map 6 in Section 11 and further, shall include a provision in such sales contracts that the purchaser thereof shall include the following disclosure statement in all of its subsequent contracts for sale of such property: "The property subject to this contract may be located within the Airport Influence Area of the Northern Colorado Regional Airport. Such property may experience noise from low-flying aircraft as a result of 24 hour per day aircraft operations." Each

such contract subject to this Special Condition shall expressly provide that the disclosure provision survives closing and is enforceable at law or in equity by the City as a third party beneficiary of such contract.

## **ENVIRONMENTAL FEES AND ENVIRONMENTAL LAND DEDICATIONS**

### Special Condition No. 8 (Parcel C):

Pursuant to the Agreement Regarding Environmental Fees among the City, Developer and the Environmental Entities dated June 27, 2006, and all amendments thereto, prior to 50% build-out of both Parcels B and C, an environmental center shall be constructed near the Houts and Equalizer Reservoirs by or on behalf of the Environmental Entities. "Build-out", as used herein in connection with both residential and non-residential development, shall mean the construction of all principal Buildings for the total number of residential Dwelling Units and the total amount of non-residential square footage permitted within both Parcels B and C.

### Special Condition No. 9 (Subparcels C-1 and C-2):

Each residential building permit issued for a new Dwelling Unit in Subparcels C-1 and C-2 through December 31, 2040 shall require the payment of a Residential Environmental Fee of \$0.43 per finished and unfinished square foot of habitable space within the Dwelling Unit including basements, but excluding garages, carports, porches and decks. Each Residential Environmental Fee shall be delivered to the City in the form of a check made payable to the HPF.

### Special Condition No. 10 (Subparcel C-1):

Each building permit issued for a new non-residential Building within that portion of Subparcel C-1 located east of a line 2,625 feet east of the centerline of Boyd Lake Avenue through December 31, 2040 shall require the payment of a Non-Residential Environmental Fee of \$1.00 for each gross square foot of the non-residential Building. Each Non-Residential Environmental Fee shall be delivered to the City in the form of a check made payable to the HPF.

### Special Condition No. 11 (Subparcel C-1):

Each building permit issued for an addition to an existing non-residential Building within that portion of Subparcel C-1 located east of a line 2,625 feet east of the centerline of Boyd Lake Avenue through December 31, 2040, which addition results in an increase of the Building's gross square footage, shall be assessed a Non-Residential Environmental Fee of \$1.00 per square foot based on the gross square footage of the addition to the Building. Each Non-Residential Environmental Fee shall be delivered to the City in the form of a check made payable to the HPF.

### Special Condition No. 12 (Subparcel C-4):

Each building permit issued for a new non-residential Building within Subparcel C-4 through December 31, 2040 shall require the payment of a Non-Residential Environmental Fee of \$0.50 for each gross square foot of the non-residential Building. Each Non-Residential Environmental Fee shall be delivered to the City in the form of a check made payable to the HPF.

### Special Condition No. 13 (Subparcel C-4):

Each building permit issued for an addition to an existing non-residential Building within Subparcel C-4 through December 31, 2040, which addition results in an increase of the Building's gross square footage, shall be assessed a Non-Residential Environmental Fee of \$0.50 per square foot based on the gross square footage of the addition to the Building. Each Non-Residential Environmental Fee shall be delivered to the City in the form of a check made payable to the HPF.

### Special Condition No. 14 (Subparcels C-1, C-2 and C-4):

The written consent of the Environmental Entities is required prior to the City's final approval of a rezoning of any of the following Subparcels: C-1, C-2 and C-4, if such rezoning would result in the removal of the Subparcel from the GDP.

## FEES/CREDITS/REIMBURSEMENTS

### Special Condition No. 15 (Subparcels C-1, C-2 and C-4):

With the exception of the local Street segment as defined in LCUASS, all Streets that are included in the City's Transportation Capital Improvement Plan as part of the Transportation Plan ("CIP"), shall be deemed part of the City's Street CEF system and eligible for Street CEF reimbursement consistent with City policy, which City policy presently designates only those Streets classified as arterial or above as part of such CIP system and eligible for reimbursement. To the extent the Developer, as a condition of the development of Subparcels C-1, C-2 or C-4, but excluding that portion of Subparcel C-1 located east of a line 2,625 feet east of the centerline of Boyd Lake Avenue, has designed and/or constructed, or caused to be designed and constructed, improvements to such Streets, it shall be entitled to a reimbursement therefor but such reimbursement shall be in an amount equal to the costs incurred by or on behalf of the Developer in the design and construction of such Streets (including the cost of off-site easement acquisition), plus interest at the average rate received by the City on its investments over the 12-month period preceding the date such interest commences to accrue, compounded annually and accruing from the date of completion and acceptance of the eligible improvement to the date reimbursement has been made. The Developer shall be reimbursed an amount equal to 80% of each applicable Street CEF actually paid by any person or entity other than the City for each building permit within all projects in the GDP, and such reimbursement shall continue to apply until the Developer has received reimbursements in an amount equal to the total cost, as calculated above, of those eligible Streets designed and constructed, or caused to be designed and constructed, by the Developer. The remaining 20% of each applicable Street CEF paid at building permit issuance may be used by the City to fund capital transportation costs in other areas of the City, as it deems appropriate. Reimbursements shall be made by the City to the Developer on a quarterly basis. Notwithstanding the foregoing, the Developer shall not be entitled to any reimbursement from the City under this Special Condition for those "Public Improvements" which are not eligible for reimbursement from the City under

Section 12.3 of the MFA. All reimbursements shall be in compliance with the City's standard reimbursement policies outlined in LCUASS Section 1.9.3 and identified as a reimbursable improvement in the City's latest adopted Transportation Plan.

### Special Condition No. 16 (Subparcel C-1):

Pursuant to the MFA, projects within that portion of Subparcel C-1 located east of a line 2,625 feet east of the centerline of Boyd Lake Avenue (MFA Commercial Area) shall not be eligible to receive reimbursement from the City to which they might otherwise be entitled pursuant to City Regulations, as defined in the MFA, for the design and construction of public improvements therein, with the exception of the following reimbursements:

(a) The City's obligation to reimburse Centerra Properties West, LLC for certain costs incurred for a preliminary design of the arterial Street Improvements. Refer to Section 6.5 of the PVH Agreement for specific terms.

(b) Reimbursements for public improvements which were completed prior to January 20, 2004. Refer to Sections 12.3 and 13.5 of the MFA for specific terms.

(c) Reimbursements for the design and construction of all or a portion of the arterial Street Improvements completed by Applicants of non-residential projects within that portion of Subparcel C-1 located east of a line 2,625 feet east of the centerline of Boyd Lake Avenue (PVH Commercial Area) to serve such projects, in the event of the City's failure to appropriate money for such improvements. Refer to Section 6.1.5 of the PVH Agreement for specific terms.

(d) Reimbursements for public improvements completed in connection with Development Projects not within the MFA Commercial Area, unless such public improvements are not eligible for reimbursement pursuant to Section 12.3 of the MFA.

### Special Condition No. 17 (Subparcel C-1):

Except as provided in Special Condition No. 17 above, the Applicant of every project within that portion of Subparcel C-1 located east of a line 2,625 feet

east of the centerline of Boyd Lake Avenue (MFA Commercial Area) shall be responsible for payment of all applicable City development fees and use taxes and for satisfaction of all raw water requirements. Refer to Section 12.3 of the MFA for the specific terms.

Special Condition No. 18 (Subparcel C-1):

Centerra Properties West, LLC and its affiliates are entitled to receive certain credits against City water system impact fees and City CEF for Streets in connection with Development Projects within that portion of Subparcel C-1 located east of a line 2,625 feet east of the centerline of Boyd Lake Avenue (MFA Commercial Area) pursuant to the terms of the MFA. Refer to Section 12.1 of the MFA for the specific terms.

**NOTIFICATION  
OF MINERAL  
ESTATE OWNERS**

Special Condition No. 19 (Subparcel C-4):

C.R.S. §24-65.5-101 *et seq.* requires that, upon the first application for a Subdivision plat which requires a public hearing, public notice shall be provided at least 30 Days prior to the such public hearing to the owners of mineral estates within the property to be platted, as such owners are defined by C.R.S. §24-65.5-102(5). Such notice has been provided with respect to all of the properties within Parcel C, and no further notice to mineral estate owners is required in order to comply with these statutory requirements.

**TRANSPORTATION**

Special Condition No. 20 (Subparcel C-1):

The following roadways shall be exempt from compliance with the ACF Regulations in connection with the development of non-residential uses in that portion of Subparcel C-1 located east of a line 2,625 feet east of the centerline of Boyd Lake Avenue:

(a) Rocky Mountain Avenue from, but not including, its intersection with County Road 24 (29<sup>th</sup> Street), north to and including its intersection with Crossroads Boulevard and that portion of Crossroads

Boulevard from its intersection with Rocky Mountain Avenue east to and including its intersection with the west I-25 frontage road. This has been completed in its entirety.

(a) Existing portions of County Road 24E (37<sup>th</sup> Street) or any extension thereof west through its intersection with Boyd Lake Avenue. This has been completed in its entirety and is called Kendall Parkway.

(b) Existing portions of Rocky Mountain Avenue from County Road 24 (29<sup>th</sup> Street) south through its intersection with Hahn's Peak Drive. This is complete.

Special Condition No. 21 (Subparcel C-1):

Except for those Streets for which there is an approved exception from the ACF Regulations, Applicants of non-residential projects within that portion of Subparcel C-1 located east of a line 2,625 feet east of the centerline of Boyd Lake Avenue (PVH Commercial Area) shall be required to improve Public Street intersections adjacent to such projects to City standards to the extent necessary to comply with ACF Regulations in the operation of such intersections and, in addition, shall be responsible for designing and installing all Private Street improvements necessary to adequately serve such projects. Refer to Section 6.4 of the PVH Agreement for specific terms.

Special Condition No. 22 (Subparcel C-1):

In accordance with Section 6.4 of the PVH Agreement, prior to the issuance of any building permit for the last 25 acres of undeveloped non-residentially zoned property within Subparcels B-1, B-2, B-4, B-6, B-7, B-9, B-10, that portion of B-11 north of East 29<sup>th</sup> Street, B-12 and that portion of Subparcel C-1 located within the PVH Commercial Area (which properties exclude the PVH Property), all applicable ACF Regulations must be met for all Public Streets within the PVH Commercial Area with the exception of I-25 and its interchanges and US 34 and its intersections.

Special Condition No. 23 (Subparcel C-4):

Unless designed and constructed by others or by the City pursuant to the PVH Agreement, or otherwise approved by the City Engineer, and if rationally related and roughly proportional to demand created by a Development Project and as agreed to by the City Engineer and to the extent needed to comply with the ACF Regulations and any approved exceptions thereto, the Applicant shall design and construct, or cause to be designed and constructed at no cost to the City, the applicable Street improvements to the standards required by the Transportation Plan and LCUASS. The timing, scope and phasing of such construction shall be determined during review and approval of future Development Projects within Subparcel C-4.

## **UTILITIES**

Special Condition No. 24 (Subparcel C-1):

With the exception of those improvements which are the responsibility of the City pursuant to the PVH Agreement, any existing utilities that must be redesigned, rearranged, relocated, upgraded or extended in connection with the development of that portion of Subparcel C-1 located east of a line 2,625 feet east of the centerline of Boyd Lake Avenue (PVH Commercial Area) shall be done at the Applicant's expense unless otherwise agreed upon by the utility in question.

**Attachment No. 1  
To Appendix 4-1**

**“Avigation Easement Form”**

**AVIGATION EASEMENT**

WHEREAS,       (insert name of owner/owners)       (hereinafter jointly called the “**Grantors**”), are the owners in fee or contract purchasers of those certain parcels of land situated in the County of Larimer, State of Colorado, more particularly described and depicted on Exhibit “A” attached hereto, herein called (“**Grantors’ Property**”);

WHEREAS, the CITY OF FORT COLLINS, COLORADO, a municipal corporation, and the CITY OF LOVELAND, COLORADO, a municipal corporation, hereinafter called the “**Grantees**”, are owners of the FORT COLLINS-LOVELAND MUNICIPAL AIRPORT, the legal description of which is set forth on Exhibit “B” attached hereto and incorporated herein by reference (the “**Airport**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell, and convey unto the **Grantees**, their successors and assigns for the use and benefit of the public, as easement and right-of-way, appurtenant to the Airport for the unobstructed use and passage of all Aircraft (as hereinafter defined) in and through the airspace above Grantors’ Property beginning at a height consistent with the Runway 33 Approach Profile described in the Airport Master Plan Update, Fort Collins-Loveland Municipal Airport, May, 1993 (the “**Airport Master Plan**”), and as further defined by FAA Regulation, Part 77. The restricted airspace as defined above is depicted on Exhibit “C” (“Runway 33 Approach Plan View”) and Exhibit “D” (“FAA Regulation, Part 77, Runway 33R Approach Profile”), said exhibits being attached hereto and incorporated herein by reference.

Said easement and right-of-way shall be appurtenant to the Airport and for the benefit of the Grantees and their successors and assigns, guests, and invitees, including any and all persons, firms or corporations operating Aircraft to or from the Airport.

Said easement and burden shall include all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all air space above or in the vicinity of the surface of Grantors’ Property such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said Aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of Aircraft over or in the vicinity of Grantors’ Property or in landing at or taking off from, or operation at or on the Airport; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantees, their successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the usual and customary operation of Aircraft landing at, or taking off from, or operating at or on the Airport, or by

Aircraft landing at, taking off from or operating on the Airport as part of an airshow conducted as a special event authorized by Grantees provided that, in connection with any such airshow, the Grantees have developed and implemented a traffic control plan so as to avoid a material disruption to uses in place on the Grantors' Property, and provided further that no aerobatic flights involved in such an airshow shall operate within the airspace over the Grantors' Property unless the owner thereof or said owner's agent, consents to such aerobatic flights, which consent may be withheld in said owner's sole discretion. For purposes of this Avigation Easement, "aerobatic flight" means an intentional maneuver involving an abrupt change in an aircraft's attitude, an abnormal attitude, or abnormal acceleration, not necessary for normal flight.

The easement and right-of-way hereby granted includes the continuing right in the Grantees to prevent the erection or growth upon Grantors' Property of any building, structure, tree, or other object within the air space easement granted hereby, and to remove from said air space, or at the sole option of the Grantees, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects on upon, or which in the future may be upon Grantors' Property, together with the right of ingress to, egress from, and passage over Grantors' Property for the above purpose.

The provisions of said easement shall apply to the following:

- (1) The current Airport facilities and the present operation of the Airport therein; and
- (2) Any expansion of, or change to, the Airport facilities or operation of the Airport therein which is consistent and in accordance with the City of Loveland Comprehensive Master Plan dated October 18, 1994, as currently amended, including the latest amendment thereto dated February 18, 2003 (the "Comprehensive Plan") and the Airport Master Plan. "Comprehensive Plan" as used herein shall specifically not include any amendments thereto adopted by the City after February 18, 2003, and "Airport Master Plan" as used herein shall specifically not include any amendments thereto adopted by the Grantees after May, 1993.

As used herein, and to the extent consistent with the Airport Master Plan, the term "Aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereinafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the Grantees, their successors and assigns, until said Airport shall be abandoned or shall cease to be used for public airport purposes, at which time the easement and right-of-way hereby granted shall automatically revert to Grantors, their successors and assigns.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, authorize the erection or growth of, or authorize to remain upon Grantors' Property any building, structure, tree or other object extending into the

aforesaid prohibited air space, and that they shall not hereafter use or authorize the use of Grantors' Property in such a manner as to create electrical interference with radio communication between any installation upon the Airport and Aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to authorize any use of the Grantors' Property that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the Airport or as otherwise to endanger the landing, taking off or maneuvering of Aircraft. Grantors furthermore waive all damages and claims for damages caused or alleged to be caused by or incidental to the prohibition of such activities.

It being understood and agreed that the aforesaid covenants and agreements shall run with the Grantors' Property and shall be forever binding upon the heirs, administrators, executors, successors and assigns of the Grantors.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**GRANTORS:**

**Insert signature blocks and acknowledgements for  
owner/owners**

Exhibit “A”

Grantors’ Property

**(Insert legal description)**

\* \* \* \* \*

Exhibit “B”

Airport Legal Description

“All of the Barnstorm Second Addition to the City of Loveland, Colorado.”

\* \* \* \* \*

Exhibit “C”

Runway 33 Approach Plan View

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Exhibit “D”

FAA Regulation, Part 77, Runway 33R Approach Profile