

## PERMANENT UTILITY EASEMENT AGREEMENT

This PERMANENT UTILITY EASEMENT AGREEMENT (the "Agreement") is made and executed this seventh day of July, 2020 (the "Effective Date"), by and between St. Vrain Valley School District RE-1J, a public school district of the State of Colorado, whose address is 395 South Pratt Parkway, Longmont, Colorado 80501 ("Grantor"), and the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, 645 Holbrook Street, Erie, CO 80516 (the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, Grantor is the owner of the real property in the Town of Erie, Weld County, State of Colorado more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Easement Property");

WHEREAS, the Town wishes to construct and install, and thereafter use, operate, inspect, maintain and repair sewer, water and storm sewer facilities and related appurtenances and facilities on, over, across and under the Easement Property, as depicted in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Facilities");

WHEREAS, for this purpose, Grantor is willing to convey this permanent easement to the Town, which allows the Town to install, operate, use, repair and maintain sewer, water and storm sewer facilities upon and beneath the surface of the property described in **Exhibit A**, as the Easement Property; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained here, Grantor and the Town mutually agree as follows:

1. Grant of Easement. Grantor hereby grants to the Town, its successors and assigns, lessees, licensees and agents, a permanent, perpetual, non-exclusive easement (the "Easement") to enter, re-enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove water, sewer and storm sewer lines, conduits, vaults, accessories, improvements, or manholes and all necessary appurtenances thereto, (the "Improvements") in, through, over, across, under and above the Easement Property.
2. Town's Rights. The Town and its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Easement Property for access to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.
3. Non-exclusive Use. The Town agrees, following written request to and approval by the Town, that other public utilities may be installed in the Easement Property if such utilities do not interfere with the Town's rights as herein granted or the Town's use of the Easement and Easement Property. All surface and subsurface uses of the Easement Property must be approved in writing by the Town prior to installation.
4. Maintenance. The Town shall be solely responsible for maintaining the Facilities and the Improvements. All Improvements installed by the Town on the Easement Property shall remain the Town's property.

5. No Interference. Grantor shall not construct or place any structure or building, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such prohibited structure or item placed on the Easement Property may be removed by the Town at Grantor's expense and without liability to the Town for damages arising therefrom. Grantor shall retain the right to the use and occupancy of the Easement Property to the extent that it does not interfere with the Town's rights or its use of the Easement.
6. Maintenance of Grantor's Improvements. Grantor shall be solely responsible for the maintenance of all Grantor's improvements located within the Easement Property.
7. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.
8. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of this Easement.
9. Recordation. Except as otherwise expressly provided herein, all provisions of this Agreement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. The Town shall record this Agreement in timely fashion in the official records of \_\_\_\_\_ County and may re-record it at any time as may be required to preserve its rights in this Agreement.
10. No Merger. It is the express intent of the Parties that the doctrine of merger shall not apply to this Agreement and there will be no merger of estate between the Easement granted by this Agreement and the Property.
11. Miscellaneous.
- a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- b. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- c. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.
- d. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- e. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.



f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town, its officers, attorneys or employees.

i. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**GRANTOR:**

By: Brian Lamer

(Name) Brian Lamer, Assistant Superintendent

STATE OF COLORADO

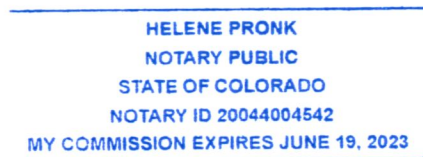
COUNTY OF Boulder

The foregoing instrument was subscribed, sworn to, and acknowledged before me this seventh day of July, 2020, by Brian Lamer as Asst Sup of St Vrain valley Schools.

My commission expires:

June 19, 2023

(S E A L)



Helene Pronk  
Notary Public

**GRANTEE:**

**TOWN OF ERIE, COLORADO**

\_\_\_\_\_  
**Jennifer Carroll, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Heidi Leatherwood, Town Clerk**

# EXHIBIT "A"

LOCATED IN THE NORTH HALF QUARTER OF SECTION 20, TOWNSHIP 1 NORTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF ERIE, WELD COUNTY, STATE OF COLORADO

SHEET 1 OF 3

A PORTION OF LOT 1, BLOCK 5, ERIE HIGHLANDS FILING NO. 11 AS DESCRIBED IN THE RECORDS OF WELD COUNTY, RECORDED ON APRIL 06, 2017 AT RECEPTION NO. 4291875, LOCATED IN THE NORTH HALF OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A NORTHERLY LINE OF SAID LOT 1 TO BEAR NORTH 89°47'26" EAST, A DISTANCE OF 670.58 FEET BETWEEN A NORTHEASTERLY CORNER OF SAID LOT 1 BEING A FOUND #5 REBAR WITH 1 1/4" ORANGE PLASTIC CAP (ILLEGIBLE) AND A NORTHEASTERLY CORNER OF SAID LOT 1 BEING A FOUND 1 1/4" ORANGE PLASTIC CAP "AZTEC PLS 38064", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHEASTERLY CORNER OF SAID LOT 1 BEING A FOUND 1 1/4" ORANGE PLASTIC CAP "AZTEC PLS 38064", THENCE ALONG AN EASTERLY LINE OF SAID LOT 1 SOUTH 01°11'21" EAST, A DISTANCE OF 43.72 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID EASTERLY LINE, SOUTH 01°11'21" EAST, A DISTANCE OF 30.01 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 43.44 FEET; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 11.79 FEET; THENCE NORTH 89°52'23" WEST, A DISTANCE OF 196.87 FEET; THENCE NORTH 37°42'06" WEST, A DISTANCE OF 23.90 FEET; THENCE SOUTH 89°34'59" WEST, A DISTANCE OF 6.51 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 23.06 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 22.84 FEET; THENCE SOUTH 89°34'59" WEST, A DISTANCE OF 267.13 FEET; THENCE SOUTH 46°41'46" WEST, A DISTANCE OF 82.92 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 285.83 FEET; THENCE SOUTH 19°59'48" WEST, A DISTANCE OF 74.30 FEET TO A POINT ON A SOUTHERLY LINE OF SAID LOT 1 AND A POINT OF NON-TANGENCY; THENCE 30.14 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET, AN INCLUDED ANGLE OF 04°43'50" AND SUBTENDED BY A CHORD BEARING NORTH 75°16'29" WEST, A DISTANCE OF 30.13 FEET TO A POINT; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 19°59'48" EAST, A DISTANCE OF 71.78 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 293.49 FEET; THENCE NORTH 46°41'46" EAST, A DISTANCE OF 107.66 FEET; THENCE NORTH 89°34'59" EAST, A DISTANCE OF 330.30 FEET; THENCE SOUTH 37°42'06" EAST, A DISTANCE OF 24.08 FEET; THENCE SOUTH 89°52'23" EAST, A DISTANCE OF 194.57 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 11.75 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 30.39 FEET TO A POINT ON SAID EASTERLY LINE AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 31,995 SQ.FT. OR 0.73 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOHN B. GUYTON  
COLORADO P.L.S. #16406  
CHAIRMAN/CEO, FLATIRONS, INC.

JOB NUMBER: 19-73,312  
DRAWN BY: S. SILVA  
DATE: JUNE 25, 2020

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



FSI JOB NO. 19-73,312

**Flatirons, Inc.**  
*Surveying, Engineering & Geomatics*



3825 IRIS AVE, STE 395  
BOULDER, CO 80301  
PH: (303) 443-7001  
FAX: (303) 443-9830  
[www.FlatironsInc.com](http://www.FlatironsInc.com)



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RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF ERIE, WELD COUNTY, STATE OF COLORADO

TRACT A  
ERIE HIGHLANDS FILING NO. 11  
REC. NO. 4291875  
04/06/2017

BASIS OF BEARINGS  
N89°47'26"E 670.58'

S01°11'21"E  
43.72'

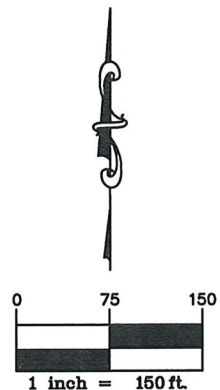
LOT 1, BLOCK 5, .  
ERIE HIGHLANDS FILING NO. 11  
REC. NO. 4291875  
04/06/2017

HIGHLANDS CIRCLE  
(70' WIDE PUBLIC ROW)(P)



- FOUND MONUMENT AS DESCRIBED
- <sup>1</sup> FOUND #5 REBAR WITH  
1 1/4" ORANGE PLASTIC CAP  
"AZTEC PLS 38064"
- SET 18" #5 REBAR WITH  
1 1/2" ALUMINUM CAP  
"FLATIRONS SURV 16406"

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RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF ERIE, WELD COUNTY, STATE OF COLORADO

SHEET 3 OF 3

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.01	S01°11'21"E
L2	43.44	N90°00'00"W
L3	11.79	N45°00'00"W
L4	196.87	N89°52'23"W
L5	23.90	N37°42'06"W
L6	6.51	S89°34'59"W
L7	23.06	S00°00'00"E
L8	30.00	N90°00'00"W
L9	22.84	N00°00'00"E
L10	267.13	S89°34'59"W
L11	82.92	S46°41'46"W

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L12	285.83	S00°00'00"E
L13	74.30	S19°59'48"W
L14	71.78	N19°59'48"E
L15	293.49	N00°00'00"E
L16	107.66	N46°41'46"E
L17	330.30	N89°34'59"E
L18	24.08	S37°42'06"E
L19	194.57	S89°52'23"E
L20	11.75	S45°00'00"E
L21	30.39	N90°00'00"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	30.14	365.00	4°43'50"	N75°16'29"W	30.13



JOB NUMBER: 19-73,312  
DRAWN BY: S. SILVA  
DATE: JUNE 25, 2020

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## **EXHIBIT B**

### **Depiction of Utilities**



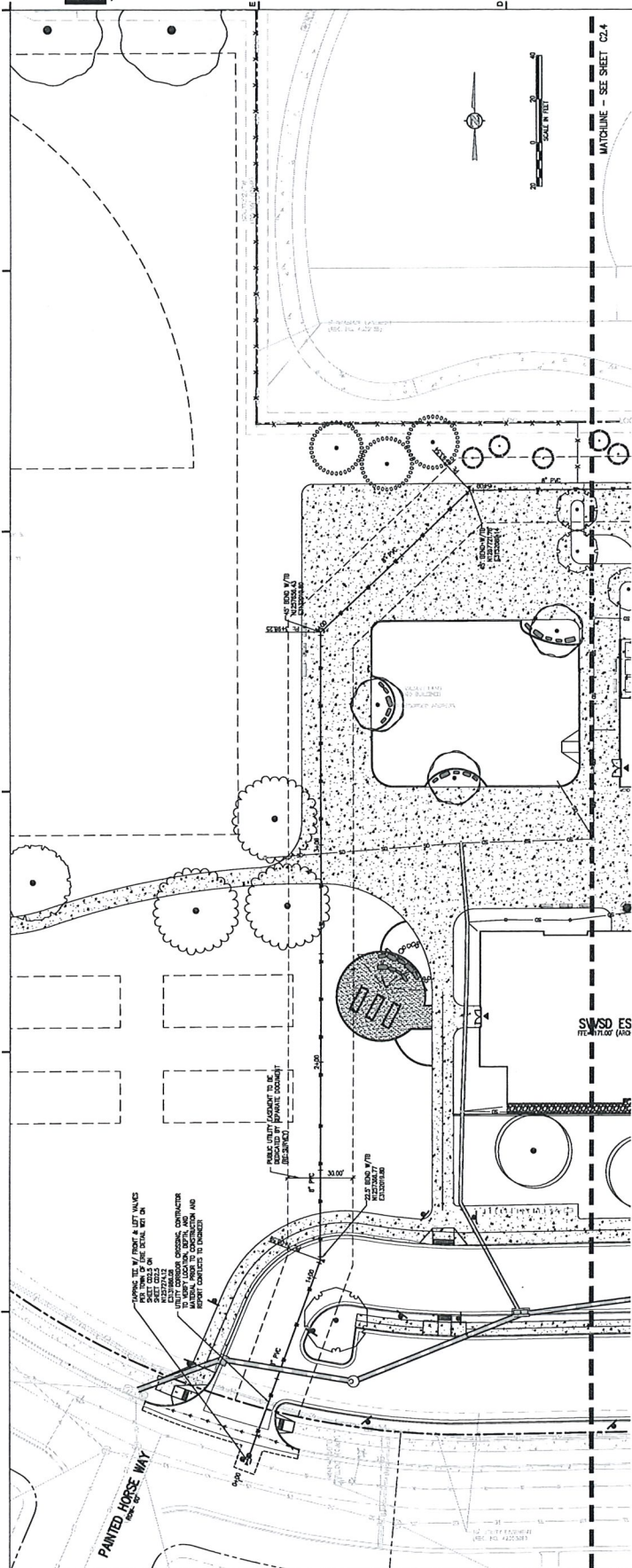


11	06/12/2008	PR-59
1	06/15/2008	CITY REC-SUBMITTAL
No.	Date	Revision
Project Name		
SVS02 #28		
Project Number		
218126.00		
Date (YYYYMMDD)		
2020030713		
Drawn By		
WDD		
Checked By		
KJC		

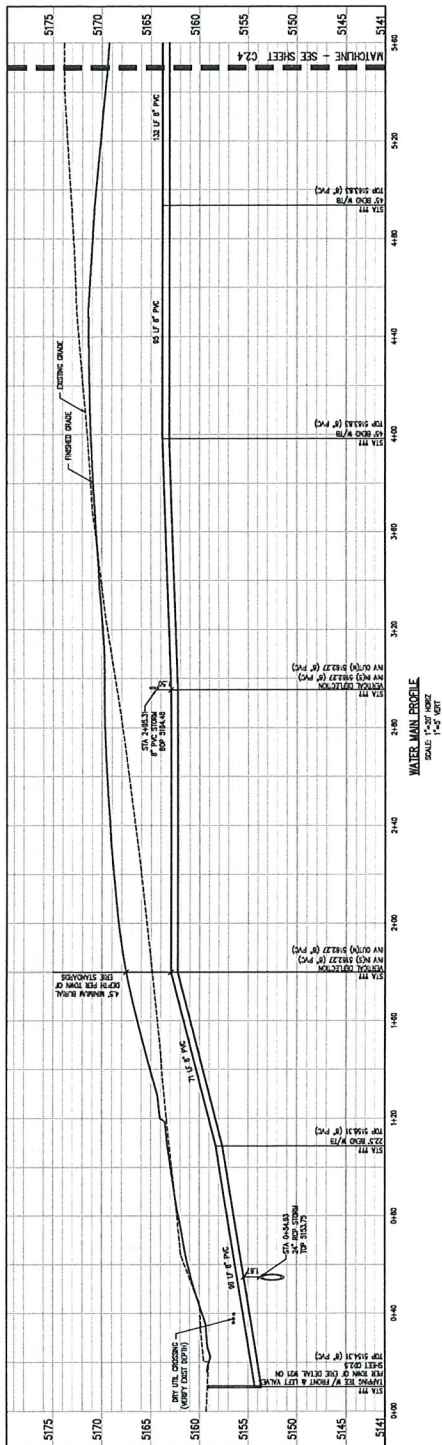
PROF. DR. C. J. VAN DER WERF  
EXHIBIT B  
C2.3

**SECRET**

© Harv Gordon Music, Inc.



**WATERLINE PLAN AND PROFILE NOTES:**  
1. FOR MAXIMUM PIPE DEFLECTION REFERENCE MANUFACTURER SPECIFICATIONS







ST. VRAIN VALLEY SCHOOLS  
 SVSD #28  
 ERIE HIGHLANDS

herd | coplan | macht  
 ARCHITECTURE  
 LANDSCAPE ARCHITECTURE  
 PLANNING  
 INTERIOR DESIGN



Project Name	SVSD #28
Project Number	2784300
Client	BOULDER CITY RECREATION
Design By	JCC
Drawn By	WDD
Scale	AS SHOWN
Waterline Plan and Profile	EXHIBIT B
C2.4	

CONTRACT DOCUMENTS  
 © Herd Cooper Macht, Inc.

