

Permanent Easement Agreement

This Permanent Easement Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between FARFRUMWURKIN, LLLP, a Colorado limited liability limited partnership, with an address of PO BOX 983, Broomfield, CO 80038 ("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 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 sanitary 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 (collectively the "Facilities"); and

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 the Facilities upon and beneath the surface of the Easement Property.

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

1. Termination of Existing Easement. That certain Permanent Easement Agreement by and between Grantor and Grantee dated April 9, 2024 and recorded in the real property records of Weld County at Reception No. 4956285, on April 23, 2024, is hereby terminated in its entirety and of no further force or effect.
2. 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 the Facilities in, through, over, across, under and above the Easement Property.
3. 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 Facilities.

4. Non-exclusive Use. The Town agrees, following written request to and approval by the Town, that other utilities and facilities 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.
5. Maintenance. The Town shall be solely responsible for maintaining the Facilities, and the Facilities shall remain the Town's property.
6. 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 on the Easement Property that will interfere with or obstruct the 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.
7. Maintenance of Grantor's Improvements. Grantor shall be solely responsible for the maintenance of all Grantor's improvements located within the Easement Property.
8. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.
9. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of Easement contained in this Agreement.
10. 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 Weld County and may re-record it at any time as may be required to preserve its rights in this Agreement.
11. 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 and the Easement Property.
12. 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.

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.



Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Grantor

FARFRUMWURKIN, LLLP,
a Colorado limited liability limited
partnership

By: Party of Five, LLLP, a Colorado
limited liability limited partnership
General Partner

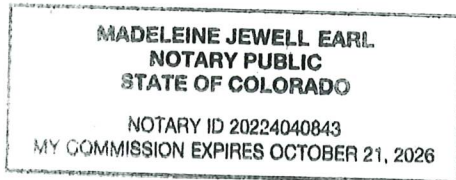
By: *[Signature]*
Name: Jon P. File
Title: General Partner

State of Colorado _____)
County of Weld) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me
this 2nd day of April, 2026 by Jon P. File as the General Partner of Party
of Five, LLLP, a Colorado limited liability limited partnership.

My commission expires:

(Seal)



[Signature]
Notary Public

[Handwritten initials]

Exhibit A

JPS

Legal Description of Easement Property

PARCEL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF OUTLOT A, THE SHORES ON PLUM CREEK FILING NO. 3, AS RECORDED AT RECEPTION NO. 5075600 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, SITUATED IN THE SOUTH HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, BEARING SOUTH 89°56'36" EAST, A DISTANCE OF 1333.68 FEET, MONUMENTED AT THE WEST SIXTEENTH CORNER BY A 2.5" ALUMINUM CAP ON #6 REBAR STAMPED "ZBS INC., W1/16|S29|S32, 1994, PLS 11434" AND AT THE NORTH QUARTER CORNER BY A 2.5" ALUMINUM CAP ON #6 REBAR STAMPED "ZBS INC., T2N R68W 1/4|S29|S32, 1994, PLS 11434".

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 32;
THENCE SOUTH 02°11'31" EAST, A DISTANCE OF 2634.16 FEET TO THE NORTH LINE OF SAID OUTLOT A, ALSO BEING THE **POINT OF BEGINNING**;

THENCE COINCIDENT WITH SAID NORTH LINE, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89°45'30" EAST, A DISTANCE OF 1247.42 FEET;
- 2) SOUTH 89°44'47" EAST, A DISTANCE OF 574.31 FEET;

THENCE SOUTH 76°55'53" WEST, A DISTANCE OF 130.19 FEET;
THENCE NORTH 89°44'47" WEST, A DISTANCE OF 447.62 FEET;
THENCE NORTH 89°45'30" WEST, A DISTANCE OF 1247.42 FEET;
THENCE NORTH 00°14'30" EAST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 52,752 SQUARE FEET OR 1.2110 ACRES, MORE OR LESS.

I, JEREMY ALAN FELDER, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

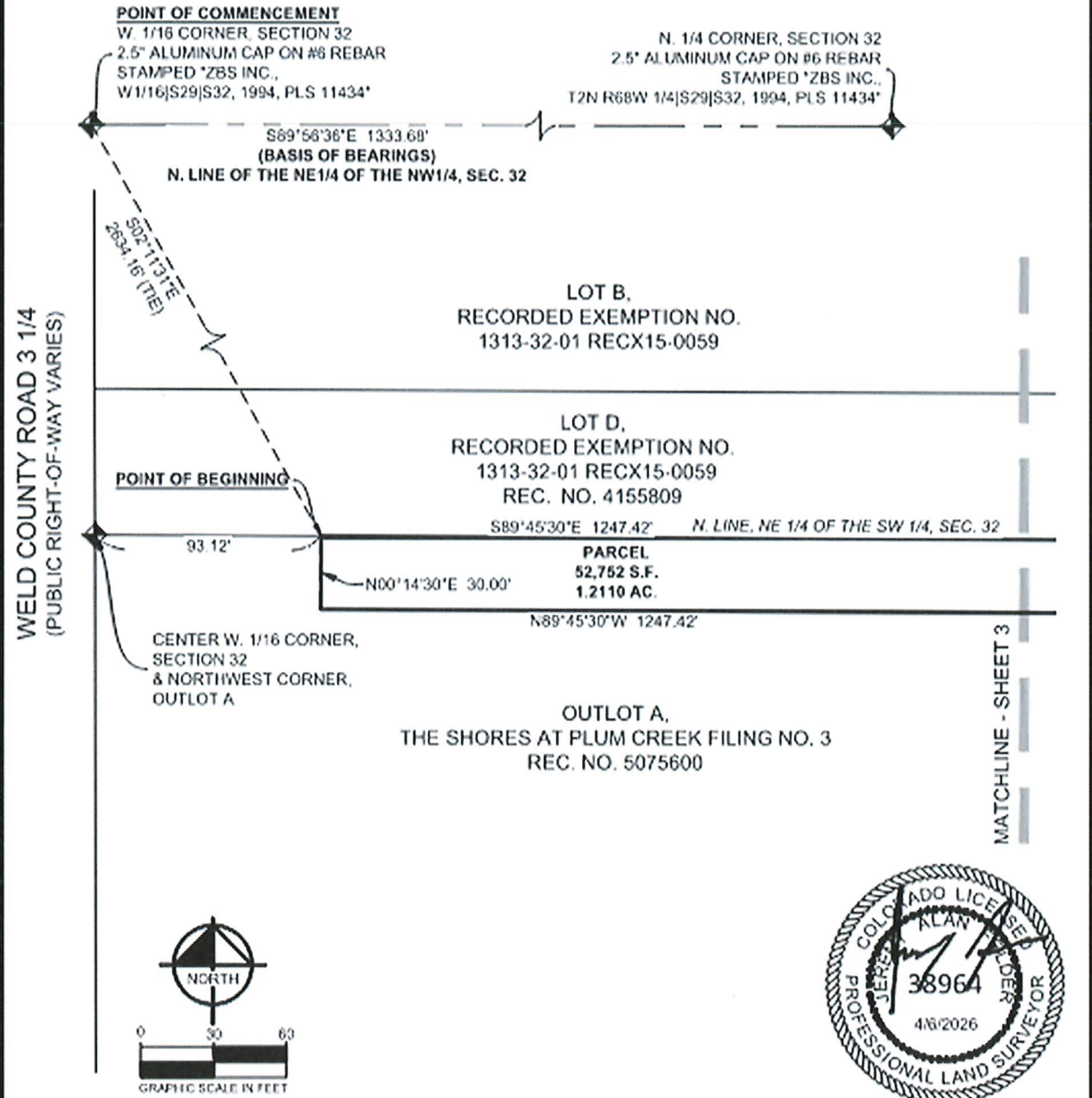


JEREMY ALAN FELDER, PLS 38964
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

JPJ

EXHIBIT A

A PORTION OF OUTLOT A, THE SHORES ON PLUM CREEK FILING NO. 3,
SITUATED IN THE SOUTH 1/2 OF SEC. 32, T2N, R68W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



NOTES:
1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

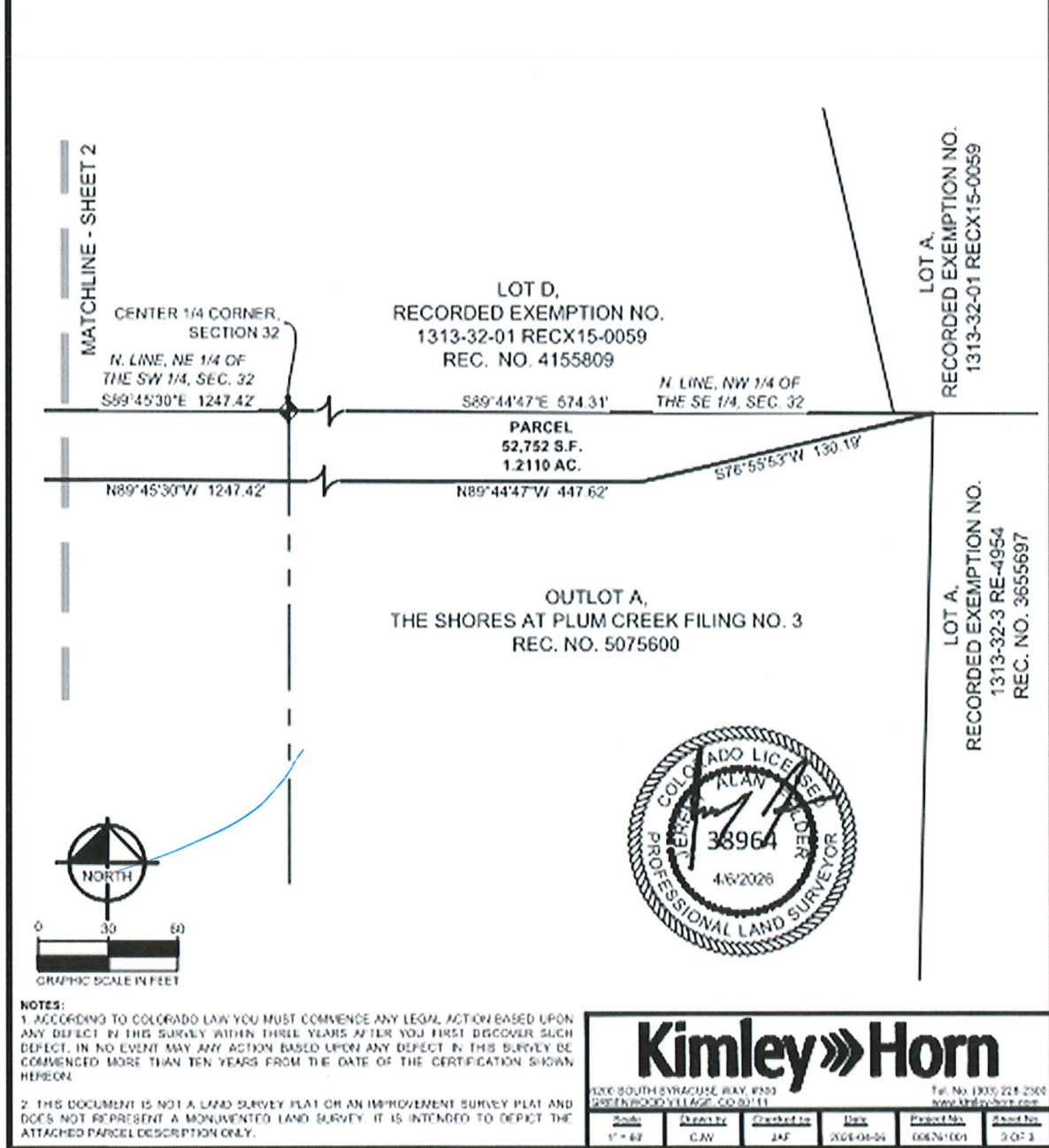
8333 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111
Tel: No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
1" = 60'	CJA	JAF	2026-04-06	006701031	2 OF 3

W:\D\C\21462026 11-22 AMK\DEN CIVL\06701001 SUMMERFIELD\CAD\05\SURVEY\DWG\06701001 FA97 RUMULT\90N LILP EAST PARCEL EASEMENT.DWG

EXHIBIT A

A PORTION OF OUTLOT A, THE SHORES ON PLUM CREEK FILING NO. 3,
SITUATED IN THE SOUTH 1/2 OF SEC. 32, T2N, R68W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



JAF

EXHIBIT A

PARCEL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF OUTLOTS C, E, AND F, THE SHORES ON PLUM CREEK FILING NO. 2, AS RECORDED AT RECEPTION NO. 5075580 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 31 AND THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, BEARING NORTH 89°56'05" WEST, A DISTANCE OF 1333.46 FEET, MONUMENTED AT THE WEST SIXTEENTH CORNER BY A 2.5" ALUMINUM CAP ON #6 REBAR STAMPED "ZBS INC., W1/16|S29|S32, 1994, PLS 11434" AND AT THE NORTHWEST CORNER BY A 3.5" BRASS CAP ON 2" PIPE STAMPED "U.S. CADASTRAL SURVEY, BUREAU OF LAND MANAGEMENT, 31|32".

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 32;
THENCE SOUTH 01°40'22" WEST, A DISTANCE OF 1892.14 FEET TO THE EAST LINE OF OUTLOT E, THE SHORES ON PLUM CREEK FILING NO. 2, ALSO BEING THE POINT OF BEGINNING;

THENCE COINCIDENT WITH SAID EAST LINE, SOUTH 00°08'14" WEST, A DISTANCE OF 40.00 FEET;
THENCE SOUTH 89°57'09" WEST, A DISTANCE OF 504.79 FEET;
THENCE NORTH 00°08'14" EAST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 89°57'09" WEST, A DISTANCE OF 621.47 FEET;
THENCE SOUTH 34°41'25" WEST, A DISTANCE OF 403.62 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 02°11'25", A RADIUS OF 11510.00 FEET, AN ARC LENGTH OF 440.00 FEET, A CHORD BEARING OF SOUTH 33°35'33" WEST, AND A CHORD DISTANCE OF 439.97 FEET;

THENCE SOUTH 32°01'09" WEST, A DISTANCE OF 13.79 FEET TO THE SOUTH LINE OF SAID OUTLOT E;
THENCE COINCIDENT WITH SAID SOUTH LINE, SOUTH 87°59'30" WEST, A DISTANCE OF 36.20 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT E;
THENCE COINCIDENT WITH THE NORTHWEST LINE OF SAID OUTLOT E, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 32°01'09" EAST, A DISTANCE OF 34.04 FEET;
- 2) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 02°11'50", A RADIUS OF 11510.00 FEET, AN ARC LENGTH OF 441.39 FEET, A CHORD BEARING OF NORTH 33°35'30" EAST, AND A CHORD DISTANCE OF 441.37 FEET;
- 3) THENCE NORTH 34°41'25" EAST, A DISTANCE OF 419.33 FEET;

THENCE NORTH 89°57'09" EAST, A DISTANCE OF 637.15 FEET;
THENCE NORTH 00°08'14" EAST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 89°57'09" EAST, A DISTANCE OF 504.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 65,357 SQUARE FEET OR 1.5004 ACRES, MORE OR LESS.

I, JEREMY ALAN FELDER, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

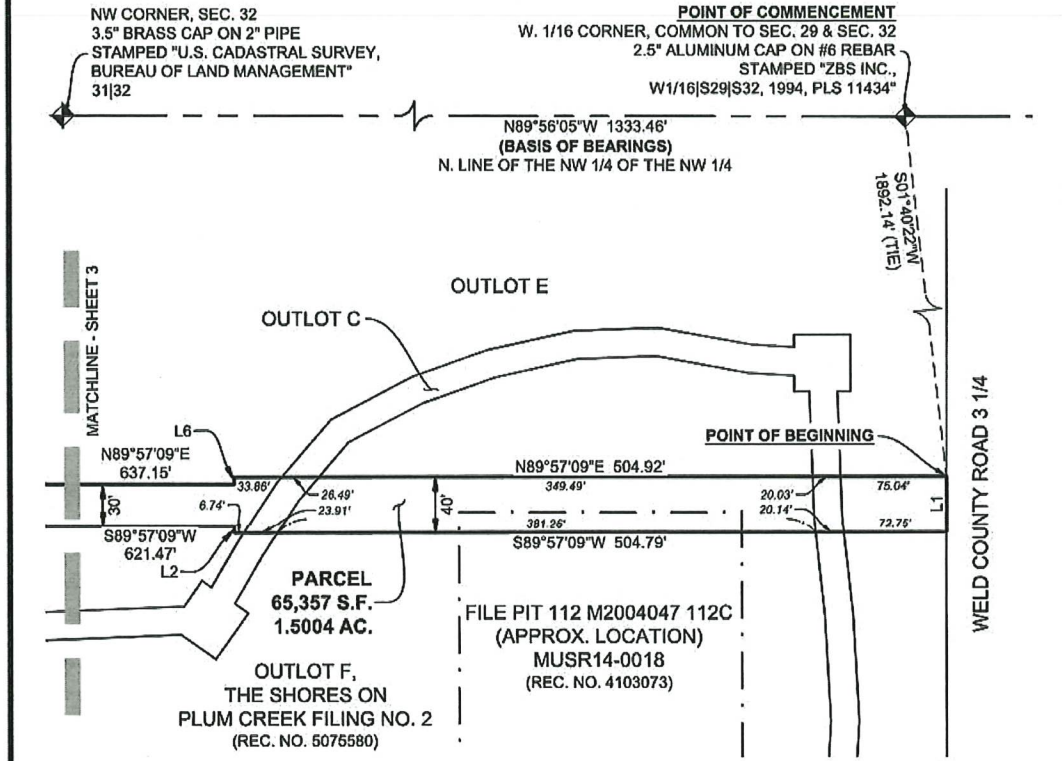


JEREMY ALAN FELDER, PLS 38964
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

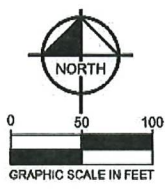
Handwritten signature/initials in blue ink.

EXHIBIT A

A PORTION OF OUTLOTS C, E, AND F, THE SHORES ON PLUM CREEK FILING NO. 2
SITUATED IN THE NE 1/4 OF SEC. 31 & NW 1/4, SEC. 32, T2N, R68W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°08'14"W	40.00'
L2	N00°08'14"E	5.00'
L6	N00°08'14"E	5.00'



NOTES:
1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn
6200 SOUTH SYRACUSE WAY, #300 GREENWOOD VILLAGE, CO 80111 Tel. No. (303) 228-2300 www.kimley-horn.com

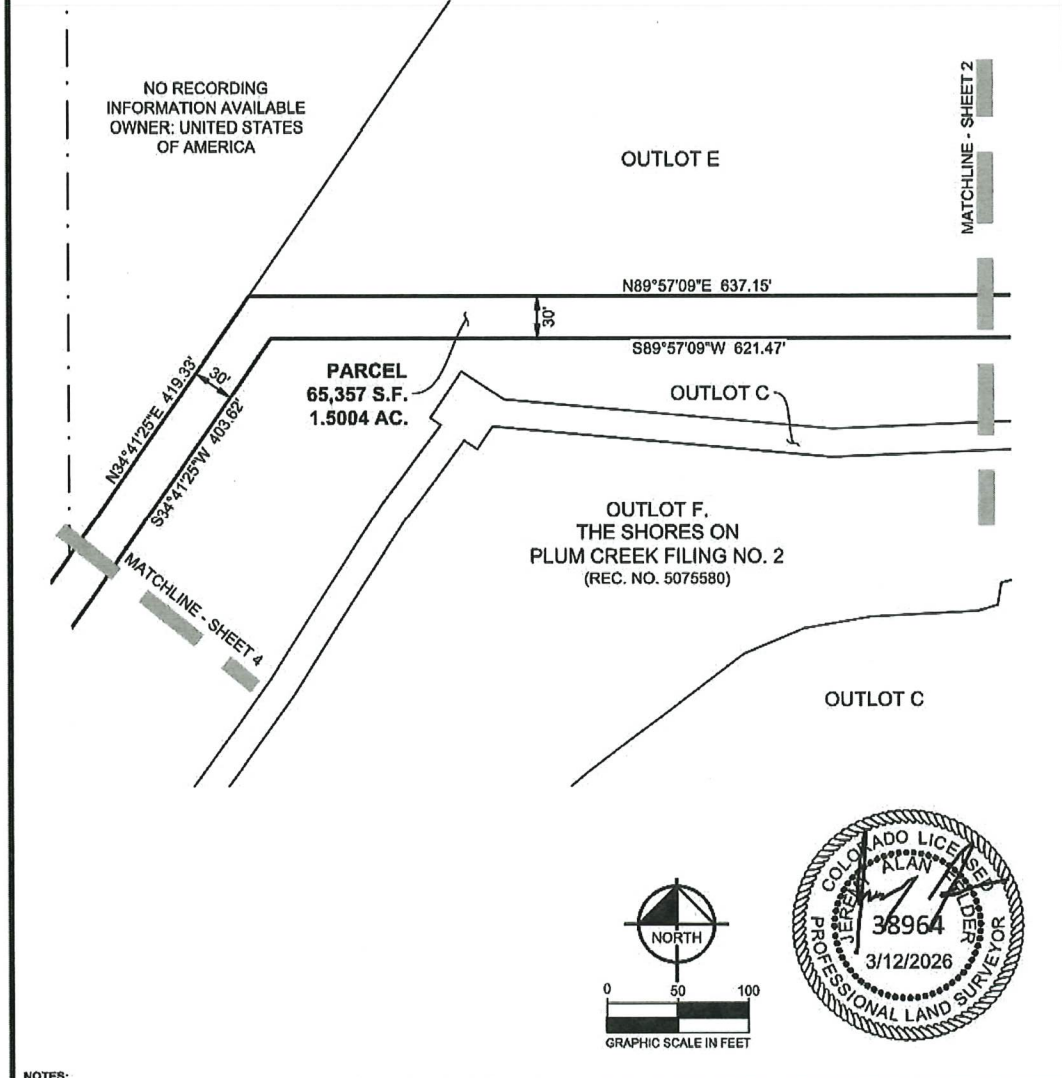
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1"=100'	CJW	JAF	2026-03-11	096761001	2 OF 4

WIDICK, CJ 3/12/2026 2:55 PM K:\DEN CIVIL\096761001 SUMMERFIELD\CADD\SURVEY\DWG\LD&E\S096761001 FARFRUMWURKIN LLLP PERMANENT UTILITY EASEMENT.DWG

JAF

EXHIBIT A

A PORTION OF OUTLOTS C, E, AND F, THE SHORES ON PLUM CREEK FILING NO. 2
SITUATED IN THE NE 1/4 OF SEC. 31 & NW 1/4, SEC. 32, T2N, R68W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



NO RECORDING
INFORMATION AVAILABLE
OWNER: UNITED STATES
OF AMERICA

OUTLOT E

N89°57'09"E 637.15'

S89°57'09"W 621.47'

PARCEL
65,357 S.F.
1.5004 AC.

OUTLOT C

OUTLOT F.
THE SHORES ON
PLUM CREEK FILING NO. 2
(REC. NO. 5075580)

OUTLOT C

N24°41'25"E 419.93'
S34°41'25"W 403.62'

MATCHLINE - SHEET 4

MATCHLINE - SHEET 2



NOTES:
1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn
6200 SOUTH SYRACUSE WAY, #300 GREENWOOD VILLAGE, CO 80111 Tel. No. (303) 228-2300 www.kimley-horn.com

Scale 1" = 100'	Drawn by CJW	Checked by JAF	Date 2025-03-11	Project No. 006761001	Sheet No. 3 OF 4
--------------------	-----------------	-------------------	--------------------	--------------------------	---------------------

WIDICK, CJ 3/12/2026 2:56 PM K:\DEN CIVIL\096761001 SUMMERFIELD\CADD\SURVEY\DWG\LD&E\S\096761001 FARFRUMWURKIN LLLP PERMANENT UTILITY EASEMENT.DWG

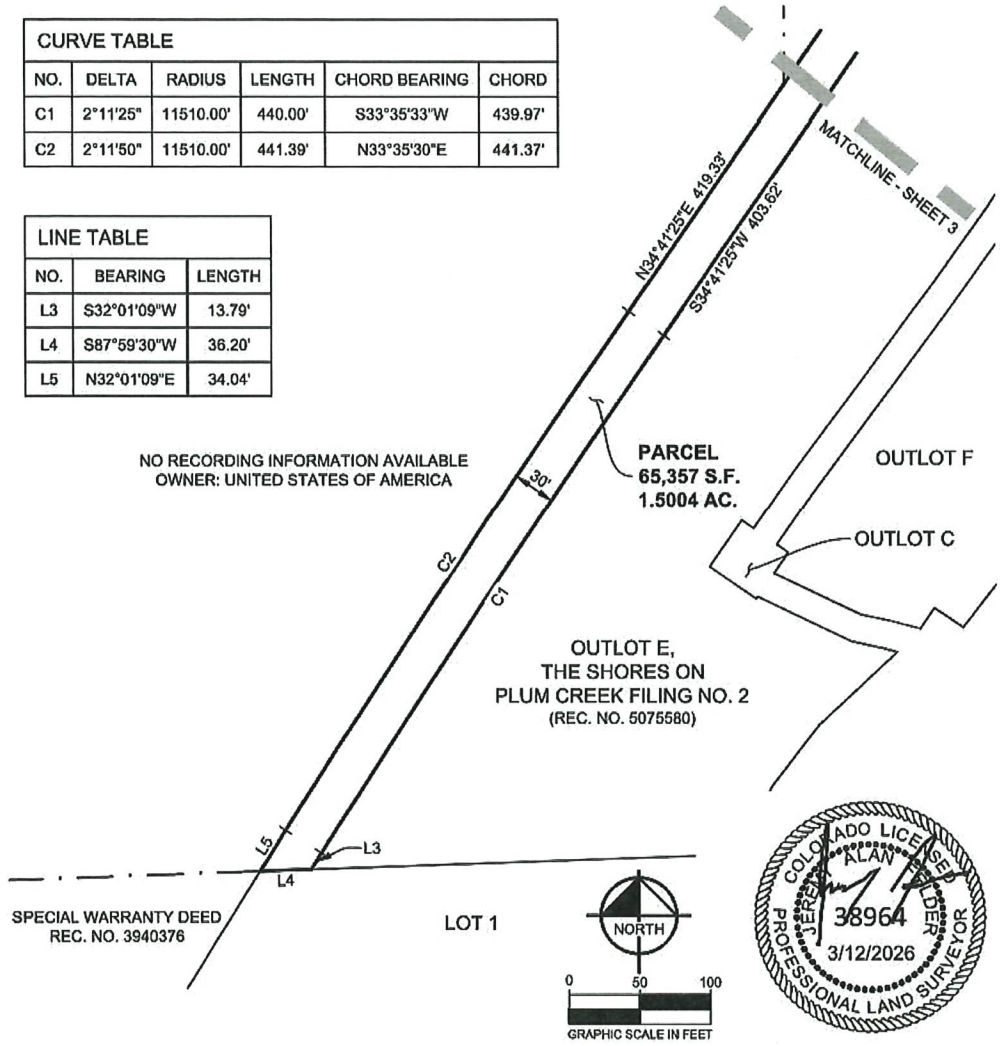
JAF

EXHIBIT A

A PORTION OF OUTLOTS C, E, AND F, THE SHORES ON PLUM CREEK FILING NO. 2
SITUATED IN THE NE 1/4 OF SEC. 31 & NW 1/4, SEC. 32, T2N, R68W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	2°11'25"	11510.00'	440.00'	S33°35'33"W	439.97'
C2	2°11'50"	11510.00'	441.39'	N33°35'30"E	441.37'

LINE TABLE		
NO.	BEARING	LENGTH
L3	S32°01'09"W	13.79'
L4	S87°59'30"W	36.20'
L5	N32°01'09"E	34.04'



NOTES:
 1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
 2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

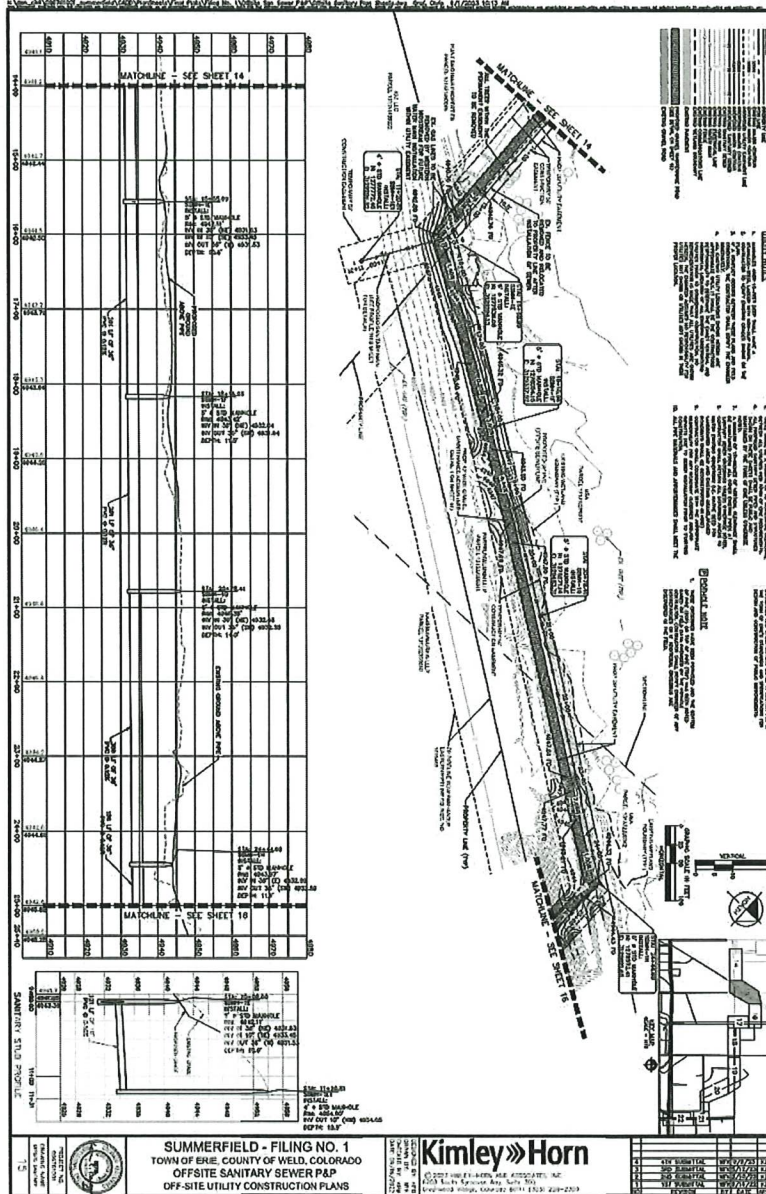
Kimley»Horn
 8200 SOUTH SYRACUSE WAY, #300 GREENWOOD VILLAGE, CO 80111 Tel. No. (303) 228-2300 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	C.W.	JAF	2026-03-11	095761001	4 OF 4

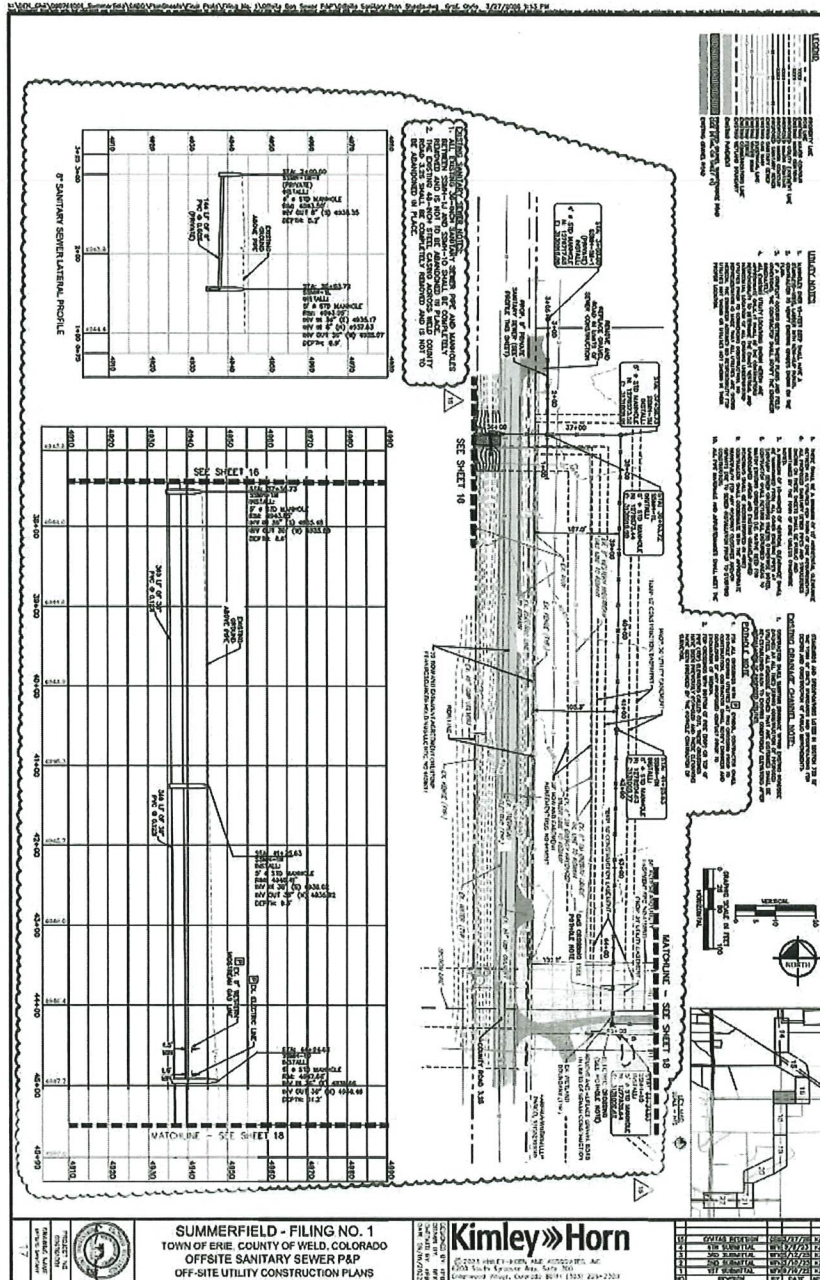
WIDICK, CJ 3/12/2026 2:56 PM K\DEN CIVIL\096761001 SUMMERFIELD\CADD\SURVEY\DWG\LD&E\S\096761001 FARFRUMWURKIN LLLP PERMANENT UTILITY EASEMENT.DWG

JAF

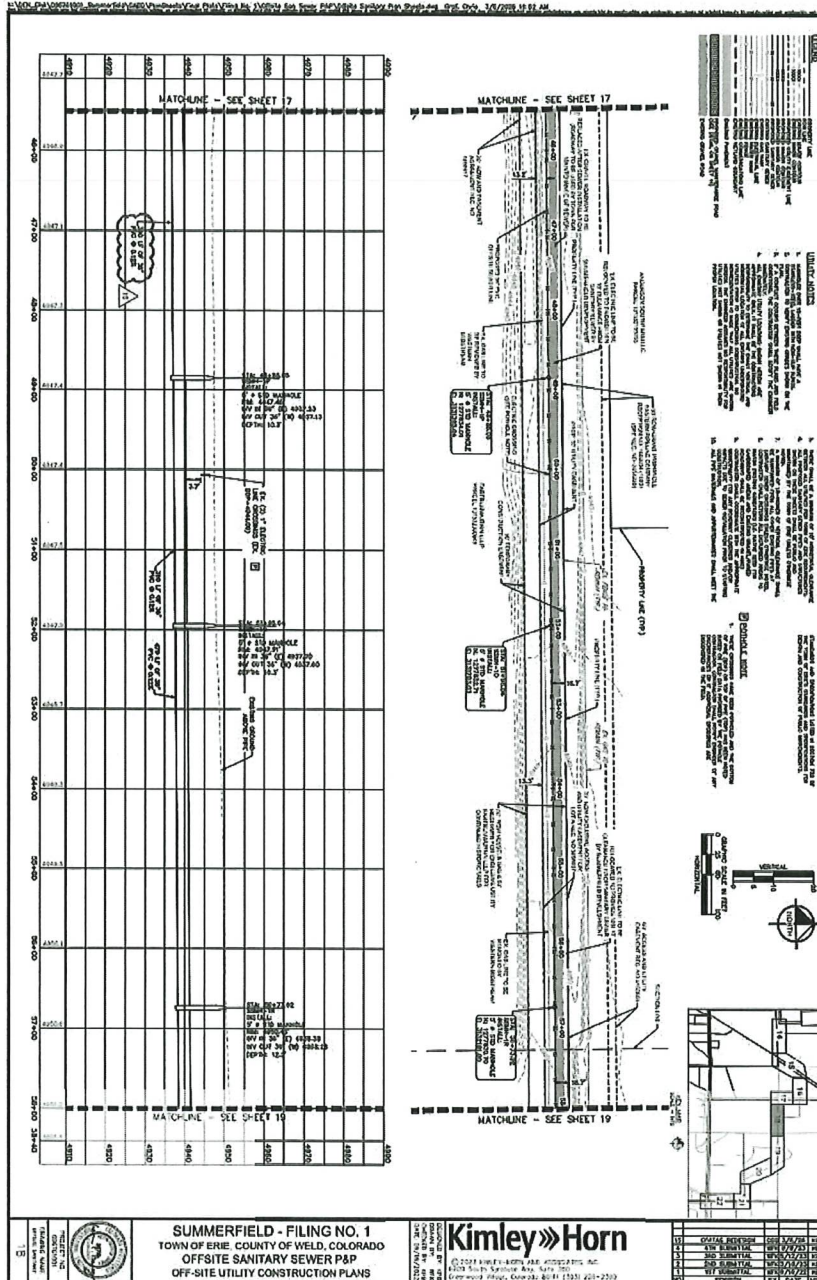
Exhibit B Depiction of Facilities



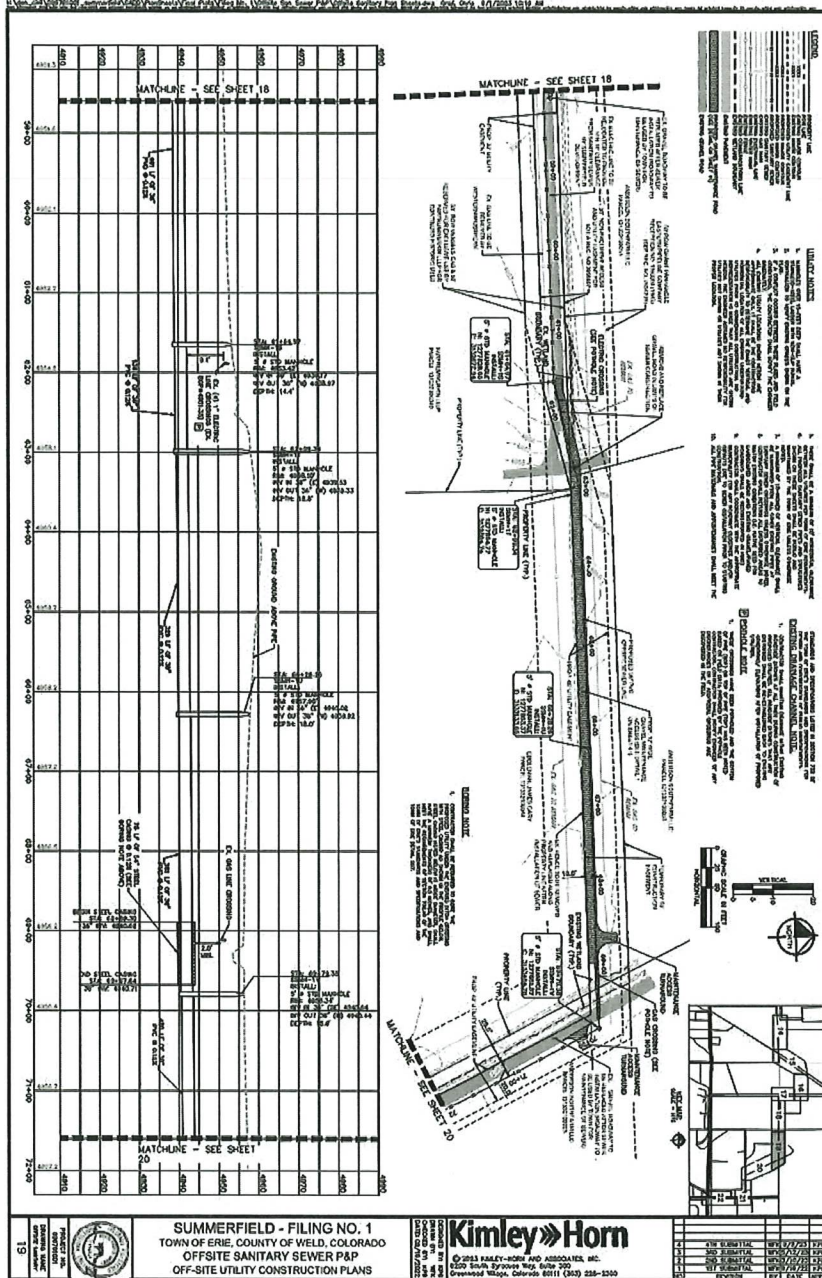
JK



JPS



Handwritten signature in blue ink.



JPI