

## AGREEMENT TO ACCEPT PARTIAL ASSIGNMENT OF LICENSE AGREEMENT

(Spring Hill Crossings)

THIS AGREEMENT TO ACCEPT PARTIAL ASSIGNMENT OF LICENSE AGREEMENT (“Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2024 by and among the **Northern Colorado Water Conservancy District**, a quasi-municipal entity and political subdivision of the State of Colorado (“Northern Water”), the **New Consolidated Lower Boulder Reservoir and Ditch Company**, a Colorado nonprofit corporation (“Lower Boulder”) (collectively, “Easement Owners”), the **Town of Erie**, Colorado (“Town”), and **ME Erie, LLC**, a Colorado limited liability company (“Licensee”). The Town, Northern Water, Lower Boulder, and Licensee may collectively be referred to as the “Parties” and individually as a “party.”

### RECITALS

A. Easement Owners and Licensee are parties to that certain License Agreement recorded in the real estate records of Weld County, Colorado on November 14, 2023 at Reception No. 4930869 (“License Agreement”).

B. Pursuant to the License Agreement, Licensee may install certain road, pedestrian bridge, and water and sewer facilities across a canal and canal easement owned by Northern Colorado and Lower Boulder (each a “Crossing”).

C. Certain of the Crossings, specifically the WCR3 Crossing, Road A Crossing, Water Crossing, and Sanitary Crossing as defined in Recital B of License Agreement (the “Assigned Crossings”), will be located within the right of way owned by the Town, and the License Agreement contemplates assignment of License Agreement from Licensee to the Town with respect to the Assigned Crossings.

D. The Town wishes to evidence its agreement to accept assignment of obligations pertaining to the Assigned Crossings as anticipated in the License Agreement, subject to the modifications to the License Agreement set forth in this Agreement.

E. As a condition of approving this Agreement which assigns the certain of the obligations in the License Agreement to the Town, but not others, the Easement Owners desire to ensure that the obligations not assumed by the Town will be the responsibility of an entity that continues in existence.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree:

### AGREEMENT

1. **Agreement to Accept Assignment.** If the Easement Owners accept the Crossings as provided for in Paragraph 5.8 of the License Agreement, Licensee provides Town proof of payment of \$70,000 for the installation cost for the Gates as defined and required in Section 19 of the License Agreement, and the Town issues a final written acceptance of the Assigned Crossings within the Town right of way, then the Town agrees to accept an assignment from Licensee or its

successors of the rights and obligations pertaining to the Assigned Crossings in the License Agreement, subject to the following: (a) in no event will the Town be responsible for the Annual Maintenance Assessment Costs for the Assigned Crossings under Section 19 of the License Agreement; (b) in no event will the Town be responsible for any party's attorney fees under Section 5.3 of the License Agreement; (c) the Town will not be subject to the provisions in Section 11 of the License Agreement; and (d) the Town shall not be responsible for any costs under Section 13 that arise from the activities of Licensee or its other assigns on the Canal Easements. Licensee shall continue to be responsible for all fees and assessments due as set forth in Sections 2 and 19 of the License Agreement, as well as any costs under Section 13 that arise from the activities of Licensee on the Canal Easements. At or before the Town acceptance of an assignment of the Assigned Crossings, Licensee shall assign any continuing obligations with respect to the Assigned Crossings not assumed by the Town including those enumerated in (a) through (c) above to a special district formed and operating under Colorado law which boundaries include the Assigned Crossings.

2. **Remainder of Crossings Unaffected.** The obligations of the Licensee pertaining to the Crossings and Licensed Facilities as defined in the License Agreement that are not assigned by this Agreement shall remain unaffected by this Agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

TOWN OF ERIE, COLORADO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NORTHERN COLORADO WATER  
CONSERVANCY DISTRICT

By: *Edward M. Meyer*  
Title: *General Manager*



THE NEW CONSOLIDATED LOWER  
BOULDER RESERVOIR AND DITCH  
COMPANY

DocuSigned by:



By: 7EE70C45B38F4CA...  
Title: President

ME Erie, LLC

  
By:   
Print Name: Christopher Elkhart  
Title: Manager