

Permanent Easement Agreement

This Permanent Easement Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between St. Vrain Valley School District RE-1J, a Colorado public school district and political subdivision of the State with an address of 395 S. Pratt Pkwy, Longmont, CO 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 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 traffic signals 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. **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.
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 Facilities.
3. **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.
4. **Maintenance.** The Town shall be solely responsible for maintaining the Facilities, and the Facilities 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 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.

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 Easement contained in this Agreement.

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 Weld 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 and the Easement 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 Parties and their 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 Parties, their officers, attorneys or employees.

i. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties 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

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Exhibit A
Legal Description of Easement Property



PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 4206840 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 2" ALUMINUM CAP STAMPED "LS 14083" AT THE WEST 1/4 CORNER AND A 2.5" ALUMINUM CAP STAMPED "LS23501", SAID LINE BEARING N00°12'52"W AS SHOWN ON THE PLAT OF COLLIER'S HILLS FILING NO. 4G RECORDED UNDER RECEPTION NO. 4691344 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER.

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 16;

THENCE ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, N00°12'52"W A DISTANCE OF 120.95 FEET;

THENCE N89°47'08"E A DISTANCE OF 42.50 FEET, TO THE POINT OF BEGINNING;

THENCE ON A LINE BEING 42.50 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, N00°12'52"W A DISTANCE OF 80.01 FEET;

THENCE N89°47'08"E A DISTANCE OF 5.00 FEET;

THENCE S00°12'52"E A DISTANCE OF 30.00 FEET;

THENCE N89°48'56"E A DISTANCE OF 40.00 FEET;

THENCE S00°12'52"E A DISTANCE OF 49.94 FEET;

THENCE S89°42'52"W A DISTANCE OF 45.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,399 SQUARE FEET OR 0.0551 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT

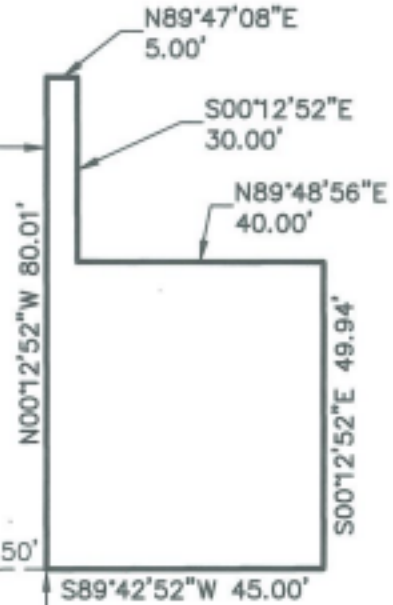
NW COR. SEC. 16
T.1N, R.68W, 6TH P.M.
2.5" ALUMINUM CAP
STAMPED "LS 23501"

NW 1/4 SEC. 16
T.1N, R.68W, 6TH P.M.

FLORA VIEW DRIVE
REC. NO. 4691344

COUNTY ROAD 5
(90' R.O.W.)

BASIS OF BEARINGS
W. LINE, NW 1/4 SEC. 16
N00°12'52"W 2631.66'



POINT OF BEGINNING

ST. VRAIN SCHOOL DISTRICT RE-1J
REC. NO. 4206840



POINT OF COMMENCEMENT
W 1/4 COR. SEC. 16
T.1N, R.68W, 6TH P.M.
2" ALUMINUM CAP
STAMPED "LS 14083"



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

TRANSPORTATION EASEMENT
COLLIERS
PROJECT NO.: 15893.02
DATE: 10/21/22



SHEET: 1 OF 1

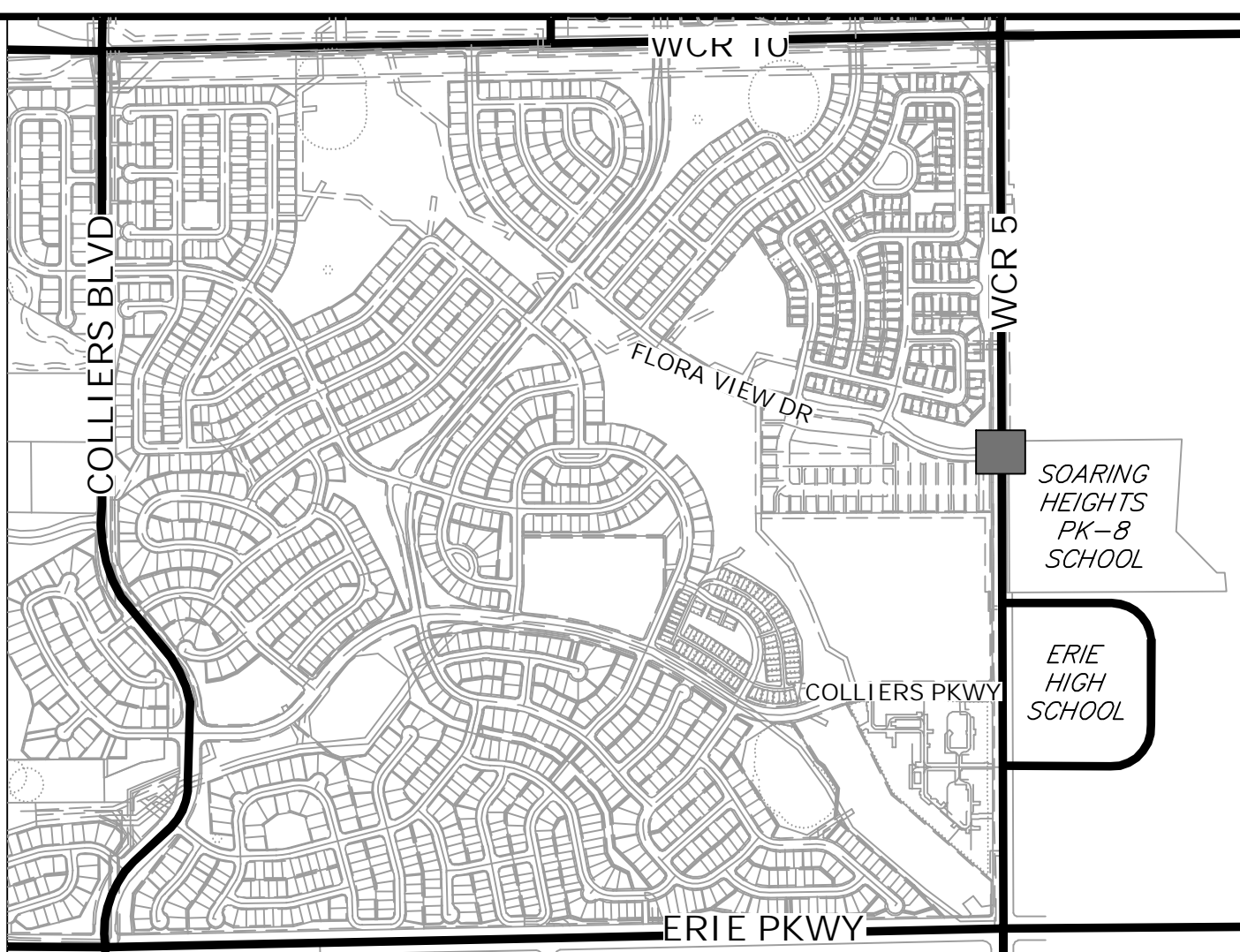
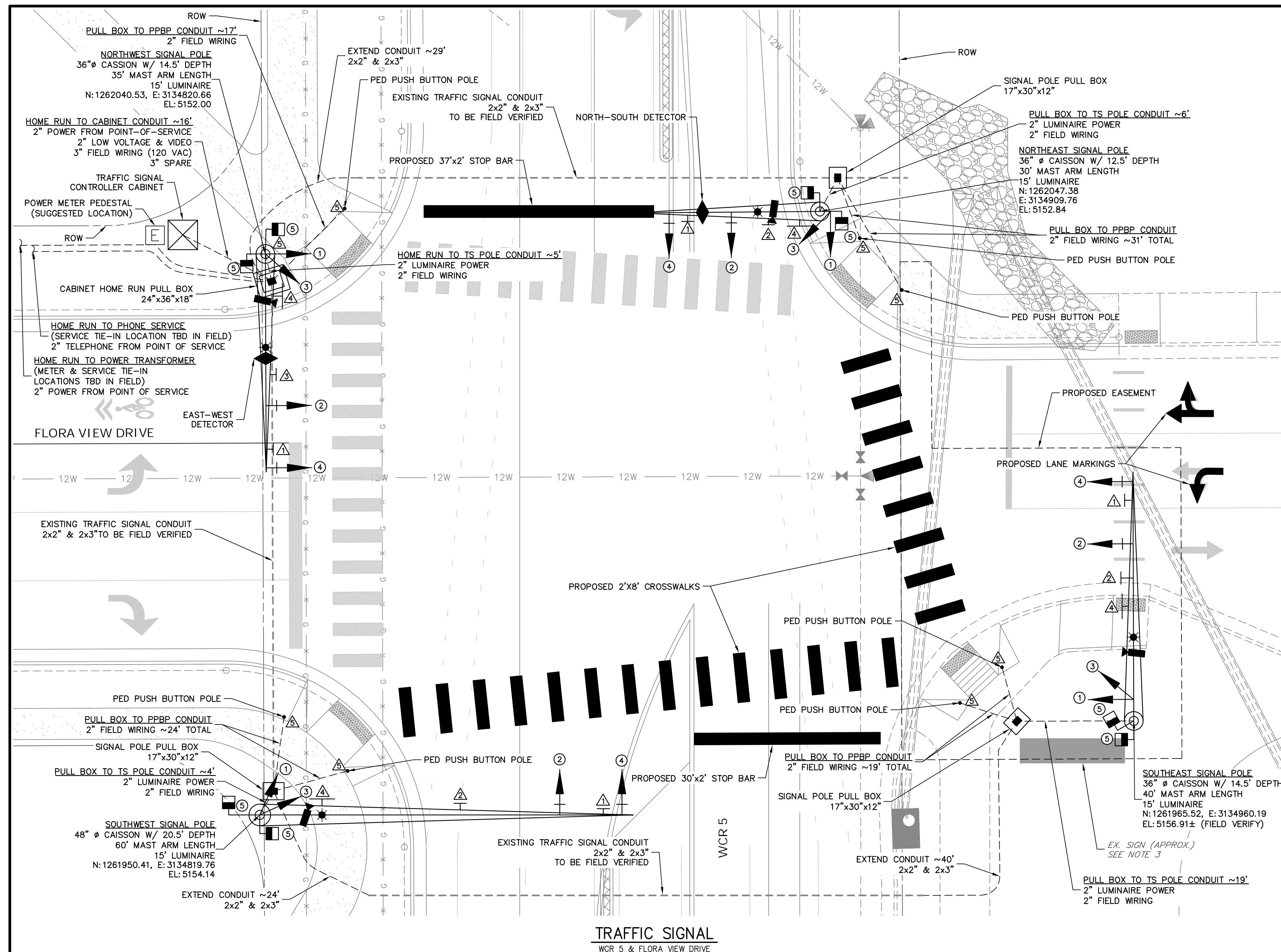


J-R ENGINEERING

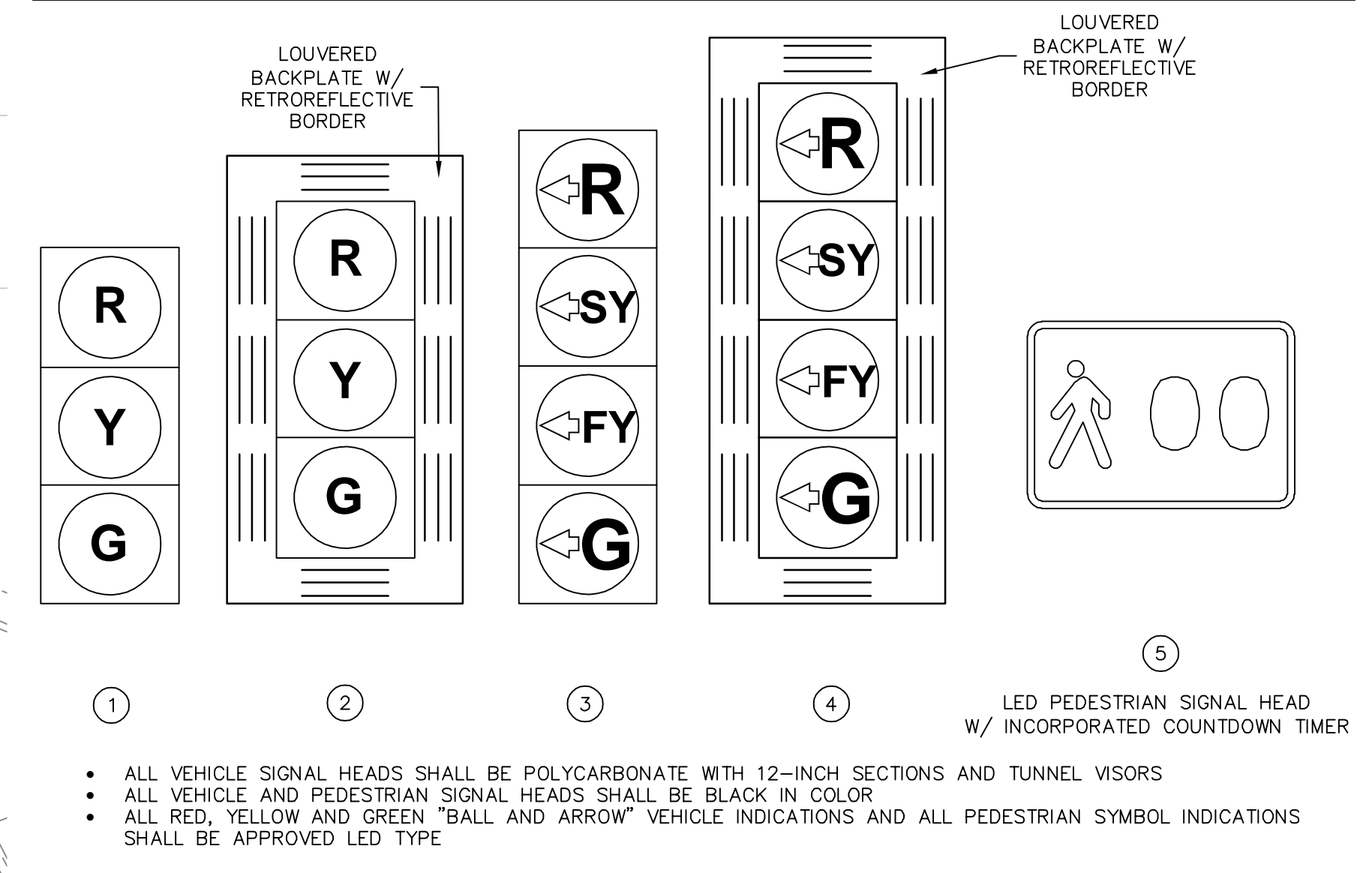
A Westman Company

Centennial 303-740-8888 • Colorado Springs 719-580-2580
Fort Collins 970-481-9888 • www.jrengineering.com

Exhibit B
Depiction of Facilities

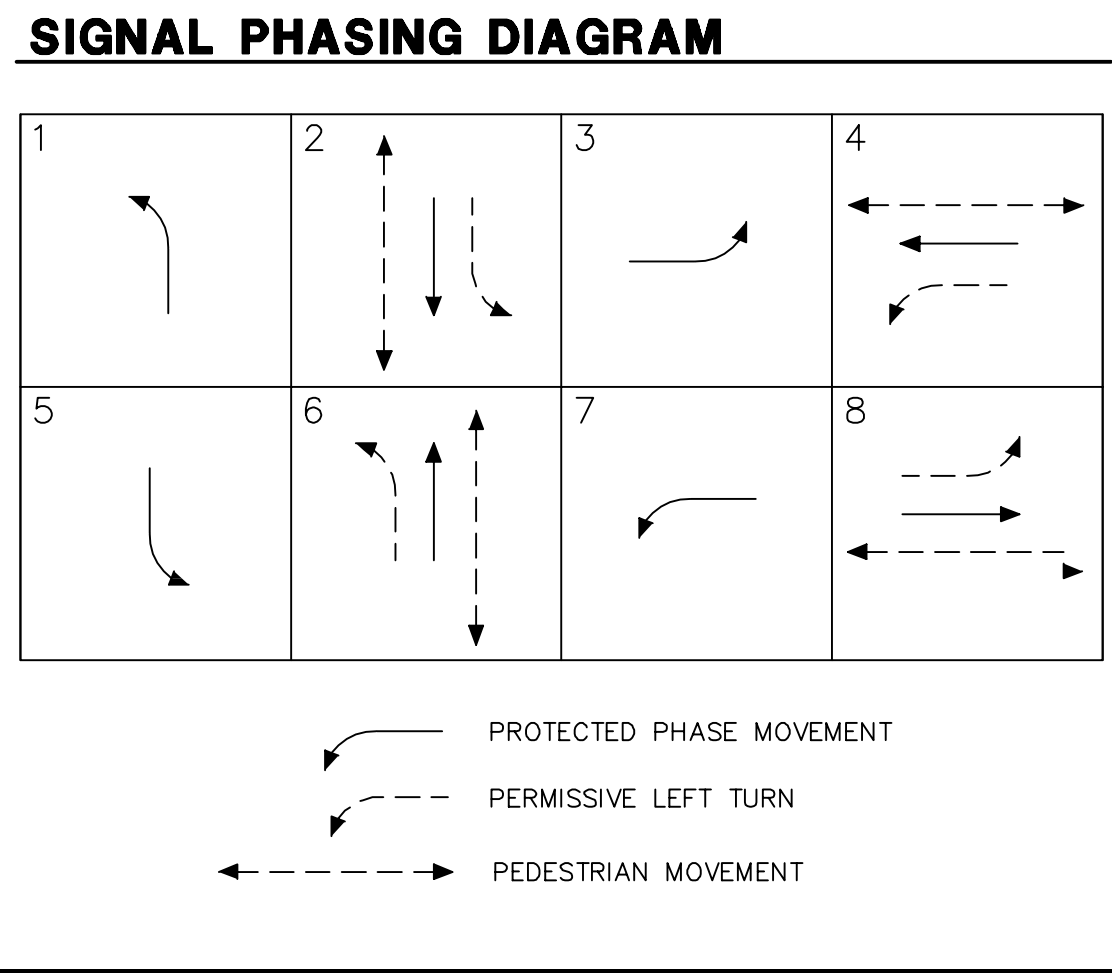
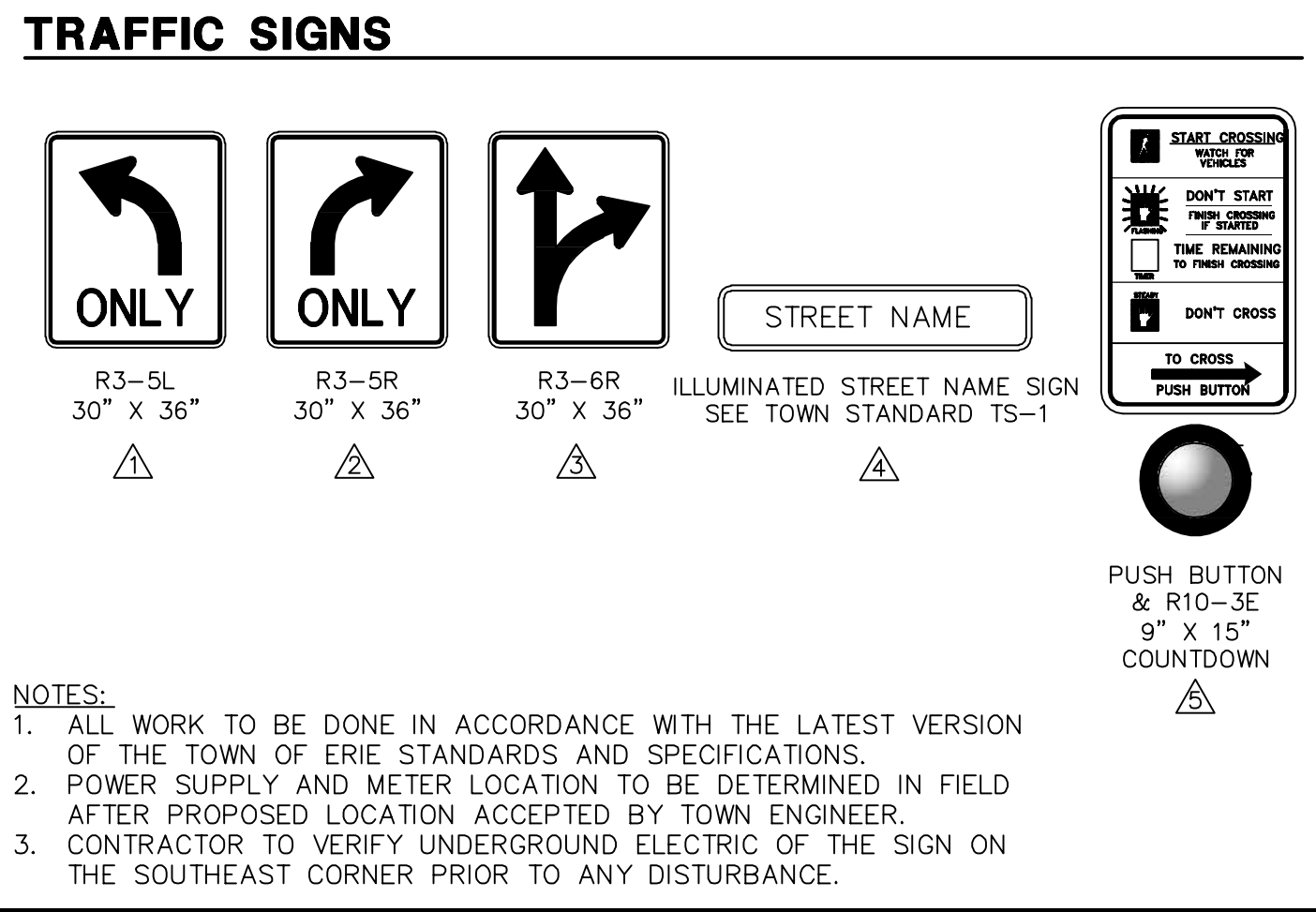
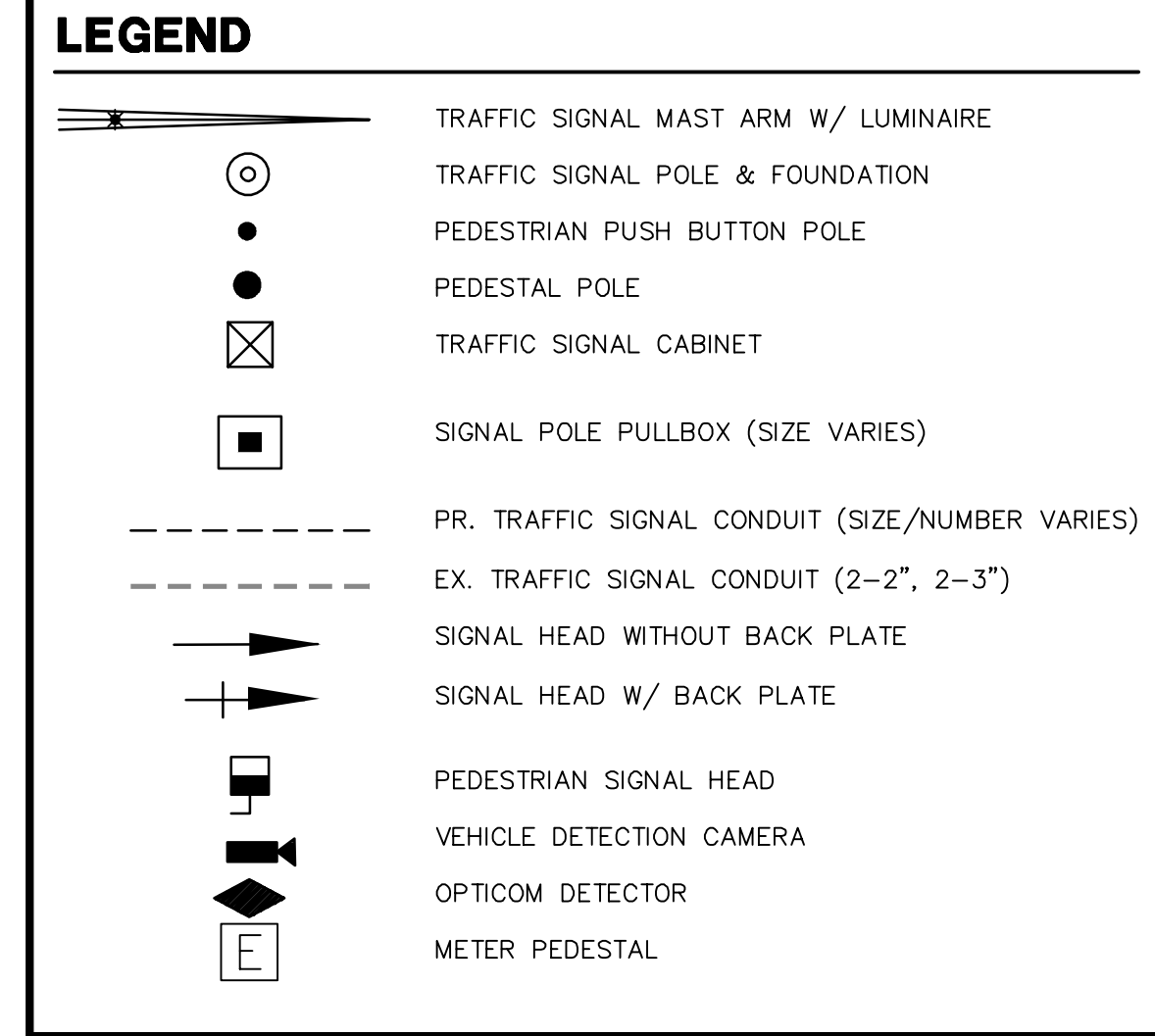


TRAFFIC SIGNAL HEADS



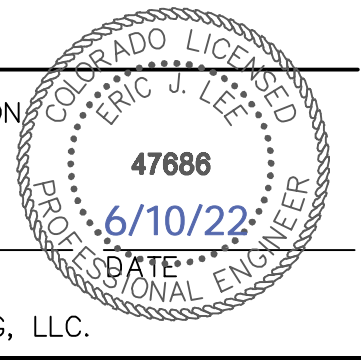
- ALL VEHICLE SIGNAL HEADS SHALL BE POLYCARBONATE WITH 12-INCH SECTIONS AND TUNNEL VISORS
- ALL VEHICLE AND PEDESTRIAN SIGNAL HEADS SHALL BE BLACK IN COLOR
- ALL RED, YELLOW AND GREEN "BALL AND ARROW" VEHICLE INDICATIONS AND ALL PEDESTRIAN SYMBOL INDICATIONS SHALL BE APPROVED LED TYPE

TRAFFIC SIGNAL QUANTITY TABULATION (FOR INFORMATION ONLY)				
SPEC	STANDARD	ITEM	QTY	UNIT
1108	TS-8, TS-11	2IN CONDUIT	400	LF
1108	TS-8, TS-11	3IN CONDUIT	250	LF
1109	TS-5	PULL BOX 17"x30"x12"	3	EA
1109	TS-5	HOME RUN PULL BOX 24"x36"x18"	1	EA
1113	TS-13A	VIDEO DETECTOR	4	EA
1115, 1121	TS-7, TS-9	PEDESTRIAN SIGNAL FACE, ADA COMPLIANT PUSH BUTTON AND SIGN ASSEMBLY	8	EA
1116	-	EMERGENCY VEHICLE DETECTOR UNIT & TIMER	2	EA
1117	TS-4, TS-8	POWER METER	1	EA
1119, 1130	TS-10	CONTROLLER CABINET (INCLUDES BASE, ECONOLITE COBALT CONTROLLER, UPS)	1	EA
1121	TS-9	TRAFFIC SIGNAL HEAD (12-12-12)	4	EA
1121	TS-9	TRAFFIC SIGNAL HEAD (12-12-12) W/ BACKPLATE	4	EA
1121	TS-9	TRAFFIC SIGNAL HEAD (12-12-12) W/ BACKPLATE	4	EA
1121	TS-9	TRAFFIC SIGNAL HEAD (12-12-12) W/ BACKPLATE	4	EA
1122	TS-13A,B,C,D	TRAFFIC SIGNAL POLE W/ 30' MAST ARM	1	EA
1122	TS-13A,B,C,D	TRAFFIC SIGNAL POLE W/ 35' MAST ARM	1	EA
1122	TS-13A,B,C,D	TRAFFIC SIGNAL POLE W/ 40' MAST ARM	1	EA
1122	TS-13A,B,C,D	TRAFFIC SIGNAL POLE W/ 55' MAST ARM	1	EA
1122	-	15' LUMINAIRE ARM W/ 250 WATT HPS LUMINAIRE	4	EA
1124	TS-7	PEDESTRIAN PUSH BUTTON POLE W/ R10-3E SIGN	7	EA
1125	TS-1	ILLUMINATED STREET NAME SIGN	4	EA
-	-	R3-5L SIGN	4	EA
-	-	R3-5R SIGN	3	EA
-	-	R3-6R SIGN	1	EA
-	TS-14E	DRILLED CAISSON (36 IN) [13'-15' DEPTH]	43	LF
-	TS-14E	DRILLED CAISSON (48 IN) [21' DEPTH]	21	LF
-	-	WIRING	1	LS
-	-	PREFORMED PLASTIC PAVEMENT MARKING	520	SF



ACCEPTED
Town of Erie
Jun 30 2022
Public Works
Department
Tyler Burhenn

ENGINEER'S STATEMENT
PREPARED UNDER MY DIRECT SUPERVISION
ERIC J. LEE, P.E.
COLORADO NO. 47686
FOR AND ON BEHALF OF JR ENGINEERING, LLC.



UNTIL SUCH TIME AS THESE DRAWINGS ARE REVISED BY THE REVIEWING AGENCIES, THE ENGINEERING APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR
COLLIERS HILL METROPOLITAN DISTRICT

PREPARED BY
JR ENGINEERING
A Western Company
Central 303-740-0393 • Colorado Springs 719-589-2593
Fort Collins 970-491-9888 • www.jrengineering.com

WELD COUNTY ROAD 5 AND FLORA VIEW DRIVE TRAFFIC SIGNAL
TRAFFIC SIGNAL PLAN

SHEET 1 OF 2
JOB NO. 15893.02

Certificate Of Completion

Envelope Id: 96774CD7CFD94F7B95A9C8FC5A182EE0	Status: Completed
Subject: Complete with DocuSign: Soaring Heights Signal Easement-A111822 (FINAL) (1).pdf	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lyndsy Willette
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	lwillette@erieco.gov
	IP Address: 50.206.104.130


Record Tracking

Status: Original	Holder: Lyndsy Willette	Location: DocuSign
12/9/2022 4:05:33 PM	lwillette@erieco.gov	

Signer Events

Brian Lamer
 lamer_brian@svvsd.org
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 204.154.122.1

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 Viewed: 12/12/2022 1:43:41 PM
 Signed: 12/12/2022 1:44:43 PM

Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Tyler Burhenn
 tburhenn@erieco.gov
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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Tyler Burhenn
 tburhenn@erieco.gov
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	12/9/2022 4:35:25 PM
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Envelope Updated	Security Checked	12/12/2022 8:41:34 AM
Certified Delivered	Security Checked	12/12/2022 1:43:41 PM
Signing Complete	Security Checked	12/12/2022 1:44:43 PM
Completed	Security Checked	12/12/2022 1:44:45 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.