

Permanent Easement Agreement

This Permanent Easement Agreement (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between ANADARKO E&P ONSHORE LLC, a Delaware limited liability company, with an address of 1099 18th Street, Suite 700, Denver, Colorado 80202 (together with its successors and assigns, "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 also depicted in **Exhibit A**, 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 herein 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 by a Party of any one or more defaults or breaches of this Agreement by the other Party 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 Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Grantor

ANADARKO E&P ONSHORE LLC, a
Delaware limited liability company

By: 

Name: Don C. Jobe, III

Title: Attorney-in-Fact

State of Colorado

)

) ss.

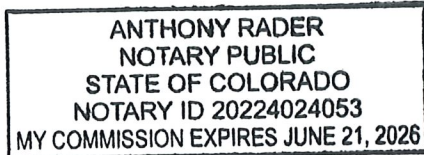
County of Denver

)

The foregoing instrument was subscribed, sworn to, and acknowledged before me
this 6th day of October, 2025, by Don C. Jobe, III as the Attorney-in-Fact of
ANADARKO E&P ONSHORE LLC, a Delaware limited liability company.

My commission expires: June 21, 2026

(Seal)




Notary Public

Exhibit A
Legal Description of Easement Property

EXHIBIT A

UTILITY EASEMENT DESCRIPTION

A VARIABLE-WIDTH UTILITY EASEMENT BEING A PORTION OF LOT B AND LOT C, RECORDED EXEMPTION NO. 1313-33-3 AMRE-3067, RECORDED AT RECEPTION NO. 3359259 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, 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: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 IS ASSUMED TO BEAR NORTH 89°51'27" EAST, AS MONUMENTED ON BOTH ENDS BY A 3.25" ALUMINUM CAP STAMPED, "2020, PLS 38445" IN MONUMENT BOX.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33;
THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, NORTH 00°27'41" WEST, A DISTANCE OF 605.64 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°32'19" EAST, 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 (A VARYING-WIDTH PUBLIC RIGHT-OF-WAY), AND THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

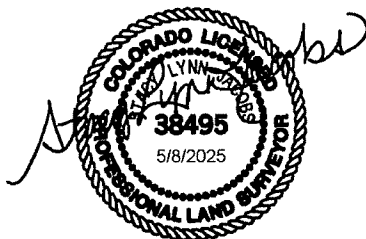
1. NORTH 00°27'41" WEST, A DISTANCE OF 736.03 FEET;
2. NORTH 00°27'52" WEST, A DISTANCE OF 135.81 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 03°20'13" EAST, A DISTANCE OF 476.18 FEET;

THENCE SOUTH 02°59'15" WEST, A DISTANCE OF 396.97 FEET TO THE POINT OF BEGINNING;

CONTAINING 10,409 SQUARE FEET OR 0.239 ACRE, MORE OR LESS.

I, STACY LYNN JACOBS, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



STACY LYNN JACOBS, PLS 38495
FOR AND ON BEHALF OF MANHARD CONSULTING



UTILITY EASEMENT	
LOCATED IN THE SW 1/4 SEC. 33, T2N, R68W	
COUNTY OF WELD, STATE OF COLORADO	
PROJ. MGR.: SLJ	SHEET 1 OF 2 KHA.ERCO01
DRAWN BY: CAD	
DATE: 5/7/2025	
SCALE: N/A	

Dwg Name: \\mcl-dmv-nas\Projects-DNA\Khaeco01\dwg\Surv\Final Drawings\Exhibits\Surf\Anadarko\Utility.dwg Updated By: cdilow
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