

Permanent Easement Agreement

This Permanent Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between Flight Park LLC, a Colorado Limited Liability Company with an address of 3000 Airport Drive, Unit 203, Erie, Colorado 80516 ("Grantor"), and the Town of Erie, a Colorado home rule municipality 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 water 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. 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. Nonexclusive 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. Grantor's Obligations.

a. 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.

b. Grantor shall be solely responsible for the maintenance of all Grantor's improvements located within the Easement Property.

c. Grantor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Grantor's noncompliance with such accessibility standards.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of Easement contained in this Agreement.

8. Recordation. 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. All provisions of this Agreement 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.

9. 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.

10. 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.

l. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

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

By: *Zachary Nassar*
Zachary Nassar, member

State of Colorado _____)
County of Weld) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13 day of March, 2026, by Zachary Nassar as the Member of Flight Park LLC.

My commission expires: 09/14/2026

(Seal)

Notary Public

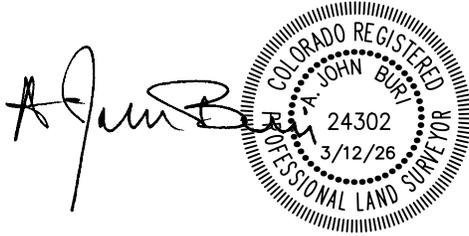
**KAYLA LOUIE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224036181
MY COMMISSION EXPIRES 09/14/2026**

Exhibit A
Legal Description of Easement Property

EXHIBIT A (PAGE 1 OF 1)

LEGAL DESCRIPTION:

LOT 1, ERIE AIR PARK SUBDIVISION REPLAT D, A PLAT RECORDED ON 12/05/22 AT RECEPTION NO. 4870475, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.



A. JOHN BURI P.L.S. 24302
FOR AND ON BEHALF OF
SITWORKS
1911 11TH STREET, SUITE 200
BOULDER, CO 80302
303.918.7859

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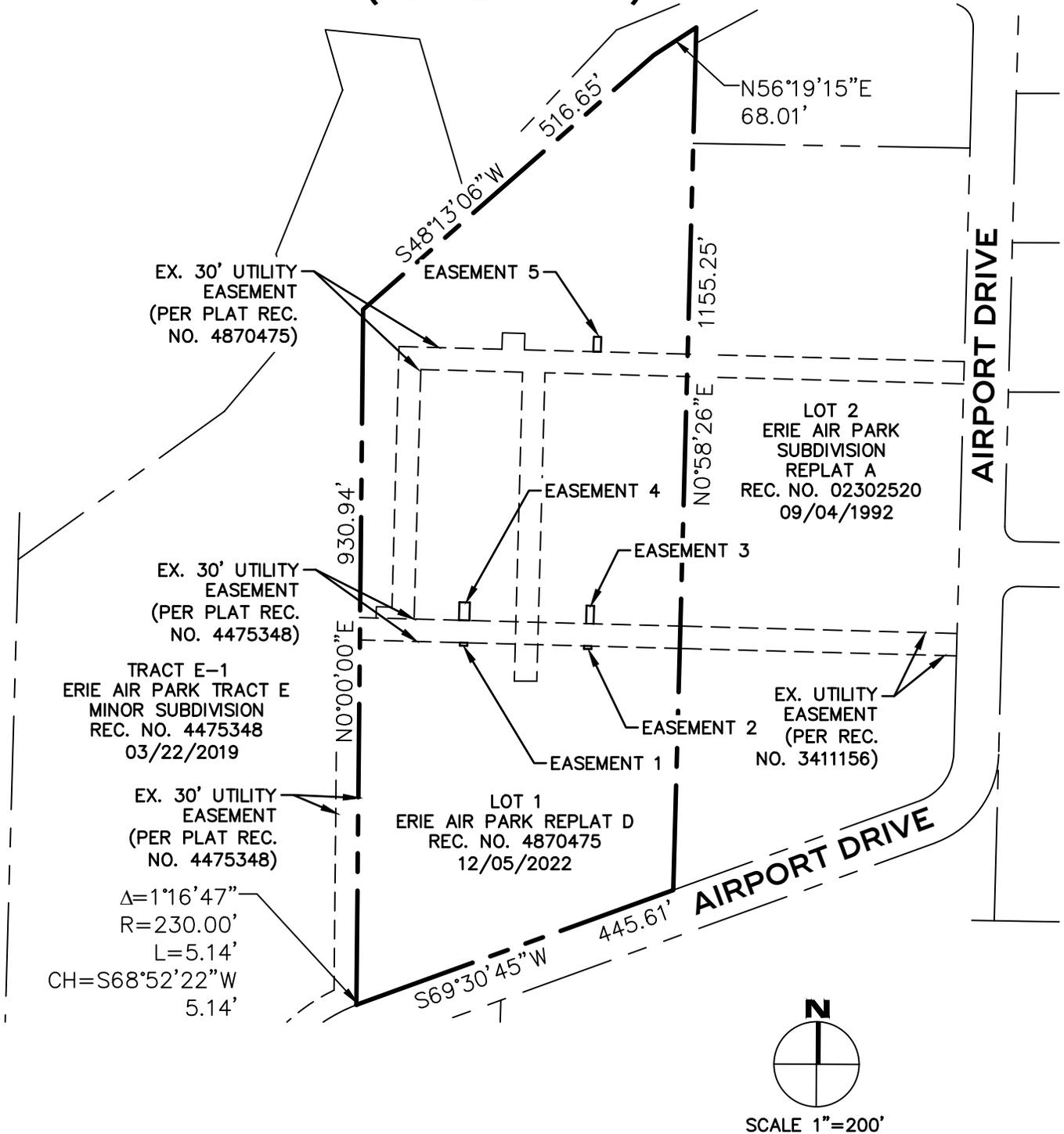
Lot 1 Easements

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

Exhibit B
Depiction of Facilities

EXHIBIT B (PAGE 1 OF 11)



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Lot 1 Easements

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 2 OF 11)

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF LOT 1, ERIE AIR PARK REPLAT D, A PLAT RECORDED 12/05/2022 AT RECEPTION NO. 4870475, AT THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SW 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 WHENCE THE WEST LINE OF SAID 1 BEARS N00°00'00"E, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N00°00'00"E ALONG SAID WEST LINE, A DISTANCE OF 485.55 FEET TO A POINT ON THE SOUTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON THE ERIE AIR PARK TRACT E MINOR SUBDIVISION, A PLAT RECORDED ON 03/22/2019 AT RECEPTION NO. 4475348; THENCE S89°01'33"E ALONG THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 133.78 FEET TO THE POINT OF BEGINNING;

THENCE S00°58'27"W, A DISTANCE OF 4.00 FEET;

THENCE S89°01'33"E PARALLEL TO THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;

THENCE N00°58'27"E, A DISTANCE OF 4.00 FEET ;

THENCE N89°01'33"W ALONG THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 40 SQUARE FEET.



A. JOHN BURI P.L.S. 24302
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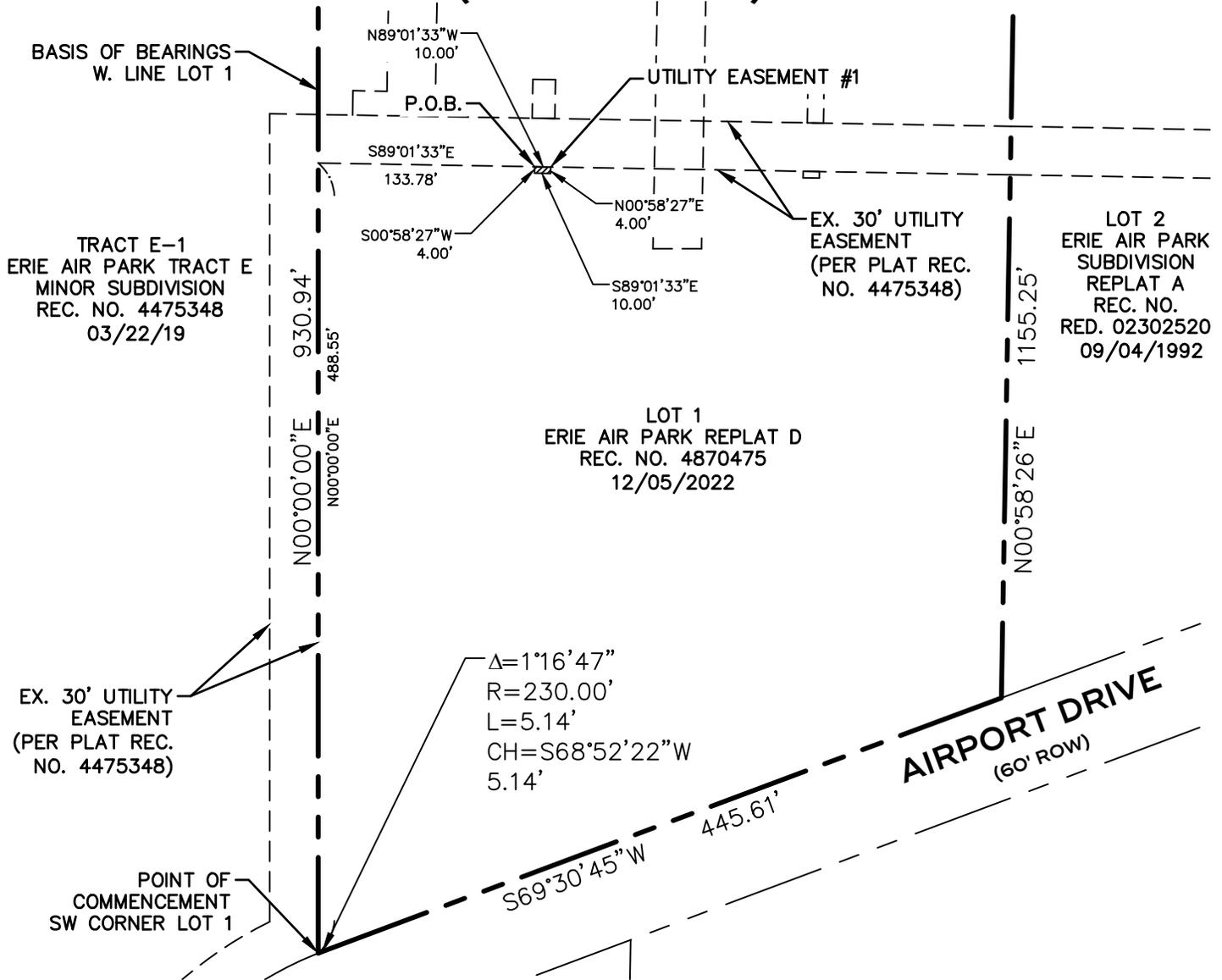
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Utility Easement #1

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 3 OF 11)



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EASEMENT EXHIBIT MAP

SCALE: 1" = 100'



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Utility Easement #1

Lot 1	Project: 23126E
Erie Air Park Replat D	File: 23126E-1
	Date: 03/13/26

EXHIBIT B (PAGE 4 OF 11)

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COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 WHENCE THE WEST LINE OF SAID 1 BEARS N00°00'00"E, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N00°00'00"E ALONG THE SAID WEST LINE, A DISTANCE OF 485.55 FEET; TO A POINT ON THE SOUTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON THE ERIE AIR PARK TRACT E MINOR SUBDIVISION, A PLAT RECORDED ON 03/22/2019 AT RECEPTION NO. 4475348; THENCE S89°01'33"E ALONG THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 299.78 FEET TO THE POINT OF BEGINNING;

THENCE S00°58'27"W, A DISTANCE OF 4.00 FEET;
THENCE S89°01'33"E PARALLEL TO THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;
THENCE N00°58'27"E, A DISTANCE OF 4.00 FEET ;
THENCE N89°01'33"W ALONG THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 40 SQUARE FEET.



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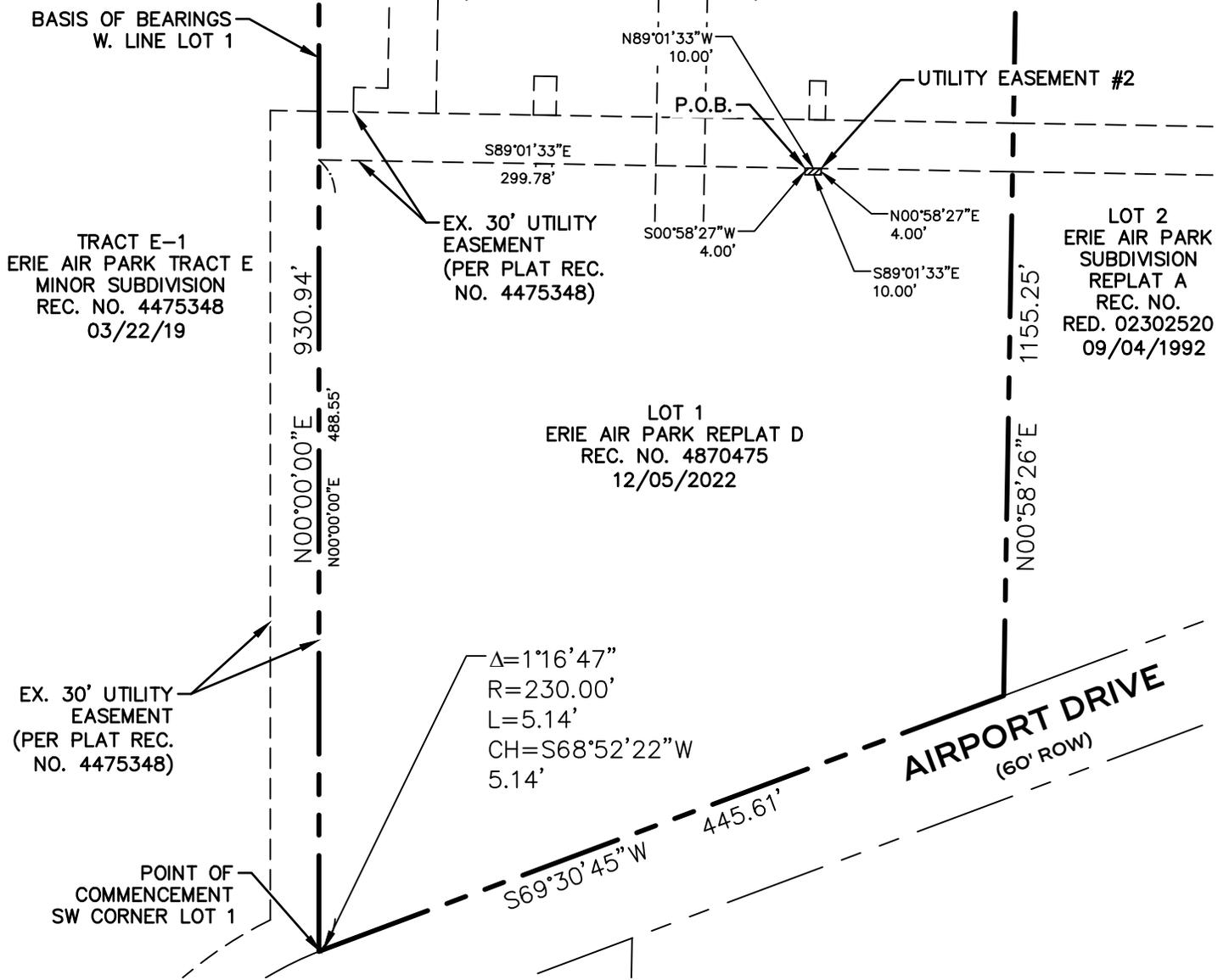
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Utility Easement #2

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 5 OF 11)



1

EASEMENT EXHIBIT MAP

SCALE: 1" = 100'



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Utility Easement #2

Lot 1	Project: 23126E
Erie Air Park Replat D	File: 23126E-1
	Date: 03/13/26

EXHIBIT B (PAGE 6 OF 11)

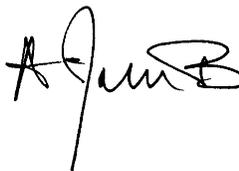
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COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 WHENCE THE WEST LINE OF SAID 1 BEARS N00°00'00"E, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N00°00'00"E ALONG SAID WEST LINE, A DISTANCE OF 518.55 FEET TO A POINT ON THE NORTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON THE ERIE AIR PARK TRACT E MINOR SUBDIVISION, A PLAT RECORDED ON 03/22/2019 AT RECEPTION NO. 4475348; THENCE S89°01'33"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 302.28 FEET TO THE POINT OF BEGINNING;

THENCE S89°01'33"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;
THENCE N00°58'27"E, A DISTANCE OF 24.00 FEET;
THENCE N89°01'33"W PARALLEL TO THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;
THENCE S00°58'27"W, A DISTANCE OF 24.00 FEET TO THE POINT OF TRUE BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 240 SQUARE FEET.



A. JOHN BURI P.L.S. 24302
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Utility Easement #3

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 8 OF 11)

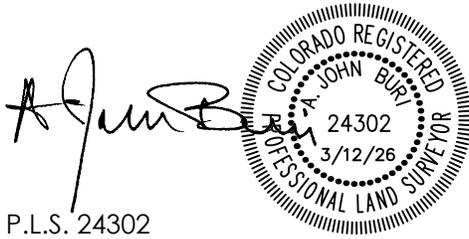
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COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 WHENCE THE WEST LINE OF SAID 1 BEARS N00°00'00"E, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N00°00'00"E ALONG SAID WEST LINE, A DISTANCE OF 518.55 FEET TO A POINT ON THE NORTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON THE ERIE AIR PARK TRACT E MINOR SUBDIVISION, A PLAT RECORDED ON 03/22/2019 AT RECEPTION NO. 4475348; THENCE S89°01'33"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 132.28 FEET TO THE POINT OF BEGINNING;

THENCE S89°01'33"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 14.00 FEET;
THENCE N00°58'27"E, A DISTANCE OF 24.00 FEET;
THENCE N89°01'33"W PARALLEL TO THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 14.00 FEET;
THENCE S00°58'27"W, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 336 SQUARE FEET.



A. JOHN BURI P.L.S. 24302
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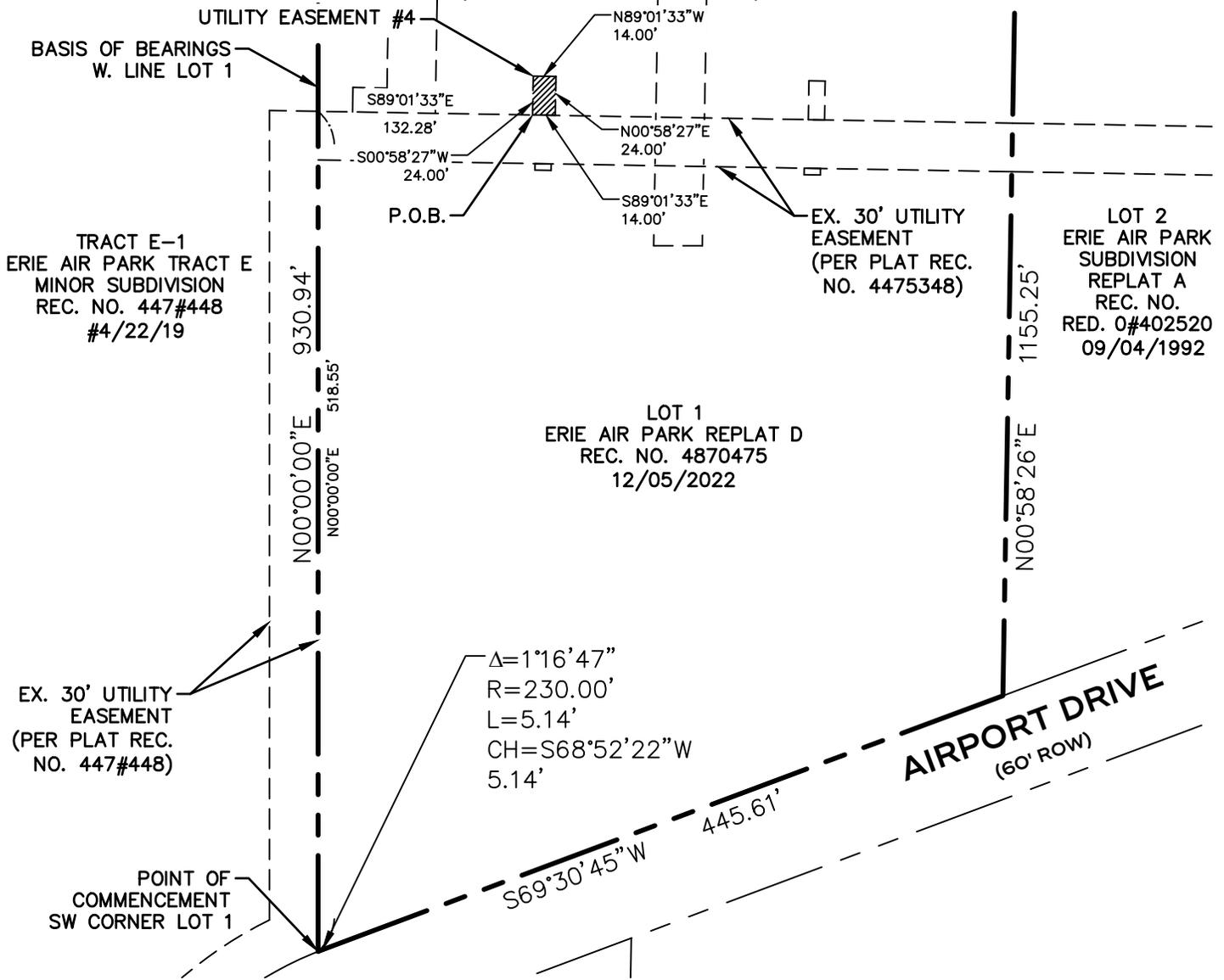
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Utility Easement #4

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 9 OF 11)



1

EASEMENT EXHIBIT MAP

SCALE: 1" = 100'



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Utility Easement #4

Lot 1	Project:	23126E
Erie Air Park Replat D	File:	23126E-1
	Date:	03/13/26

**EXHIBIT B
(PAGE 10 OF 11)**

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COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 WHENCE THE EAST LINE OF SAID 1 BEARS S00°58'26"W, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE S00°58'26"W ALONG SAID EAST LINE, A DISTANCE OF 437.56 FEET TO A POINT ON THE NORTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON SAID ERIE AIR PARK REPLAT D; THENCE N89°02'43"W ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 116.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°57'17"E, A DISTANCE OF 20.00 FEET;
THENCE N89°02'43"W PARALLEL TO THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;
THENCE S00°57'17"W , A DISTANCE OF 20.00 FEET;
THENCE S89°02'43"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 200 SQUARE FEET.



A. JOHN BURI P.L.S. 24302
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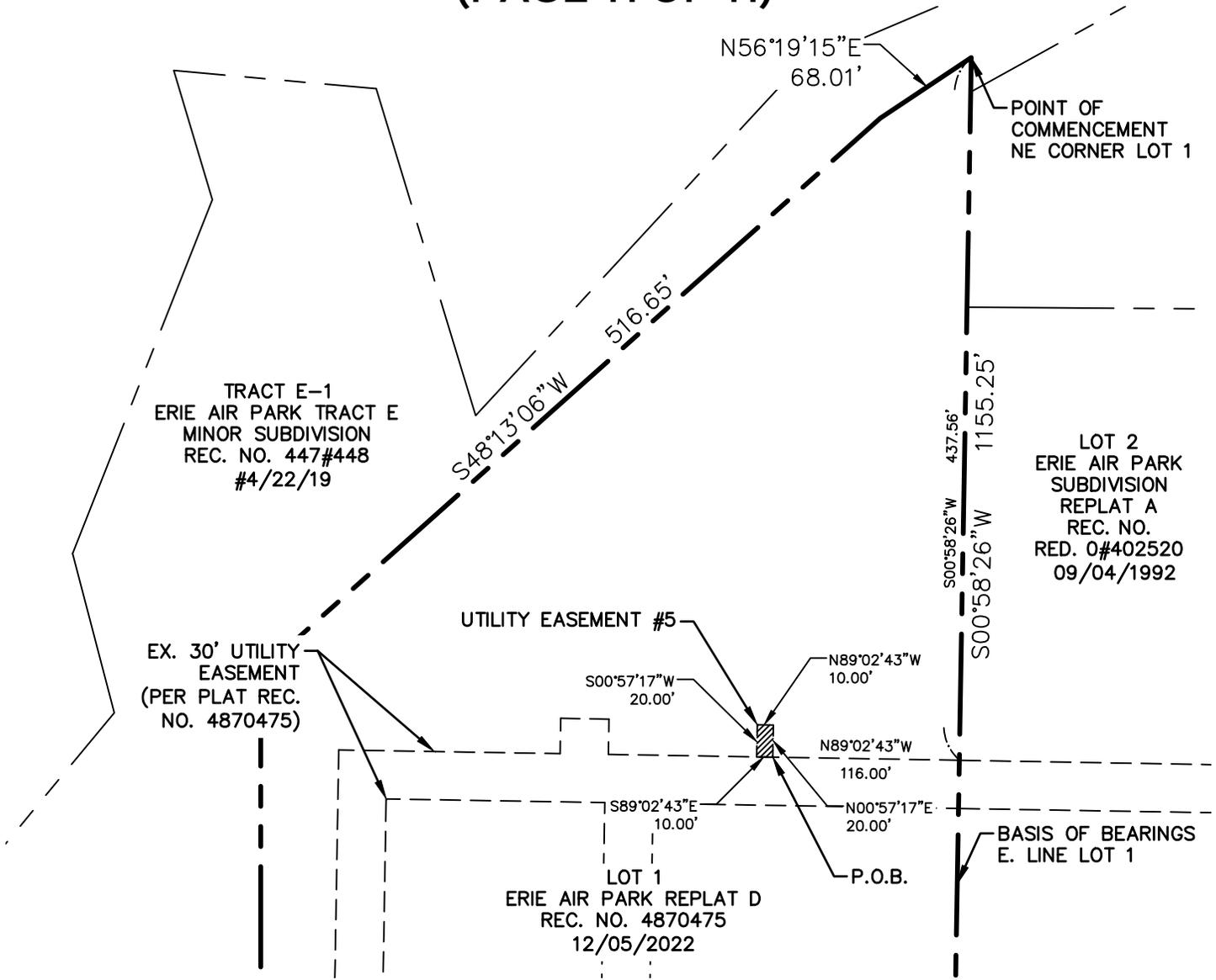
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Utility Easement #5

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 11 OF 11)



1

EASEMENT EXHIBIT MAP

SCALE: 1" = 100'



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Utility Easement #5

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26