

AGREEMENT TO ACCEPT PARTIAL ASSIGNMENT OF RELOCATION AGREEMENT  
(Spring Hill)

THIS AGREEMENT TO ACCEPT PARTIAL ASSIGNMENT OF RELOCATION AGREEMENT (“Agreement”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and among the **Erie Coal Creek Ditch and Reservoir Company**, a Colorado mutual irrigation company and nonprofit corporation (“Company”), the **Town of Erie**, Colorado (“Town”), and **ME Erie, LLC**, a Colorado limited liability company (“Developer”). The Town, the Company, and Developer may collectively be referred to as the “Parties” and individually as a “party.”

RECITALS

A. The Company and Developer are parties to that certain Relocation Agreement recorded at reception number \_\_\_\_\_ in the Weld County real estate records (“Relocation Agreement”).

B. Pursuant to the Relocation Agreement, Developer may install certain road, pedestrian path/sidewalk, water and dry utility facilities across a pipeline owned by the Company (each a “Crossing”).

C. Certain of the Crossings, specifically the Roadway and Waterline Crossings (the “Assigned Crossings”), will be located within the right of way owned by the Town, and Developer contemplates assignment of the Relocation Agreement from Developer 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 Relocation Agreement, subject to the modifications to the Relocation Agreement set forth in this Agreement.

E. As a condition of approving this Agreement which assigns the certain of the obligations in the Relocation Agreement to the Town, but not others, the Company desires 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 Company accepts the Crossings and the Town issues a final written acceptance of the Assigned Crossings, then the Town agrees to accept an assignment from Developer or its successors of the rights and obligations pertaining to the Assigned Crossings and be bound by the Relocation Agreement, subject to the following: (a) in no event will the Town be responsible for any party’s attorney fees under Section 18 of the Relocation Agreement; and (b) the Town will not be subject to the provisions in Sections 11.2 and 11.3 of the Relocation Agreement. Developer shall continue to be responsible for all fees and assessments due as set forth in Section 7 of the Relocation Agreement. At or before the Town acceptance of an assignment of the Assigned Crossings, Developer shall assign any continuing

obligations with respect to the Assigned Crossings not assumed by the Town to a special district formed and operating under Colorado law which boundaries that include the Assigned Crossings.

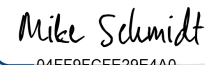
2. **Remainder of Crossings Unaffected.** The obligations of the Developer pertaining to the Crossings that are not assigned by this Agreement shall remain unaffected by this Agreement.


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

TOWN OF ERIE, COLORADO

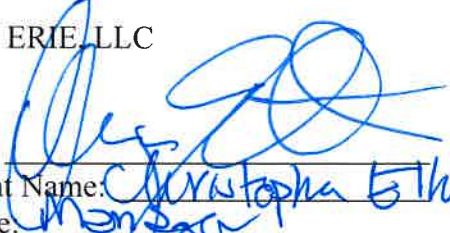
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ERIE COAL CREEK DITCH AND  
RESERVOIR COMPANY

By: DocuSigned by:  
  
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Michael Schmidt, President

Attest: DocuSigned by:  
  
39AB6FAB6DF3457...  
Angela R. Swanson, Secretary

ME ERIE, LLC

By:   
Print Name: Christopher E Hoff  
Title: Manager