

Permanent Easement Agreement

This Permanent Easement Agreement (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between Village Cooperative of Erie, a Colorado cooperative corporation with an address of 1303 Corporate Center Drive, Suite #400 Eagan, MN 55121 ("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 "Property");

Whereas, Grantor wishes to construct and install, and thereafter allow the Town to use, operate, inspect, maintain and repair, water meter facilities and related appurtenances on the Property as described and depicted on **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 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 Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove the Facilities in, through, over, across, under and above the 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 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 that, following a written request to and approval by the Town, other utilities and facilities may be installed in the Property if such utilities do not interfere with the Town's rights as herein granted or the Town's use of the Easement and Property.
4. **Maintenance.** The Town shall be solely responsible for maintaining the Facilities, and the Facilities shall remain the Town's property. Following any such maintenance, the Town shall return the Property to the same condition it was in prior to such maintenance, or as near thereto as possible, subject to Section 5 hereof.

5. No Interference. Grantor shall not construct or place any structure, building, shrub, tree, wood plant or nursery stock, or driveway, roadway or sidewalk improvement, whether temporary or permanent, of any kind or nature on the Property that will interfere with or obstruct the Easement granted herein without the prior written consent of the Town. Any such prohibited structure or item placed on the 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 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 Property.
7. Retained Rights. Grantor shall have all rights to the 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 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 either 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.

j. *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 Permanent Easement Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

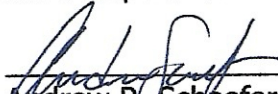
Attest:

Debbie Stamp, Town Clerk

Grantor

Village Cooperative of Erie, a Colorado
cooperative corporation

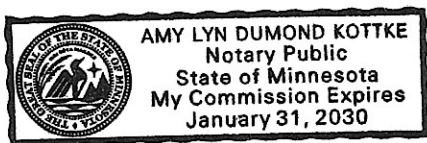
By:




Andrew R. Schaefer, Authorized
Signatory

State of Minnesota)
) ss.
County of Dakota)

The foregoing instrument was subscribed, sworn to, and acknowledged before me
this 29th day of April, 2025, by Andrew R. Schaefer, an Authorized Signatory of
Village Cooperative of Erie, a Colorado cooperative corporation.





Notary Public
My commission expires: 01-31-2030

(Seal)

Exhibit A
Legal Description of Property

A PORTION OF LOT 5D, BLOCK 1, VISTA RIDGE FILING NO. 11, BLOCK 1, LOT 5 MINOR SUBDIVISION, AMENDMENT NO. 1, RECORDED UNDER RECEPTION NO. 4999008 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY LINE OF VISTA RIDGE FILING NO. 11, BLOCK 1, LOT 5 MINOR SUBDIVISION, AMENDMENT NO. 1, BEING MONUMENTED AT THE WEST AND EAST ENDS BY A NAIL AND DISC STAMPED "ILLEGIBLE", PER PLAT SAID LINE BEARS N89°38'17"E.

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 5D, BLOCK 1, VISTA RIDGE FILING NO. 11, BLOCK 1, LOT 5 MINOR SUBDIVISION, AMENDMENT NO. 1, RECORDED UNDER RECEPTION NO. 4999008 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTHERLY LINE OF SAID LOT 5D, N89°38'17"E A DISTANCE OF 197.41 FEET, TO THE WESTERLY LINE OF THE 25.00 FEET WIDE UTILITY EASEMENT AS SHOWN ON VISTA RIDGE FILING NO. 11, BLOCK 1, LOT 5 MINOR SUBDIVISION, AMENDMENT NO. 1;

THENCE ON SAID WESTERLY EASEMENT LINE, N00°42'24"W A DISTANCE OF 37.49 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EASEMENT LINE, THE FOLLOWING THREE (3) COURSES:

THENCE S89°20'55"W A DISTANCE OF 59.93 FEET;

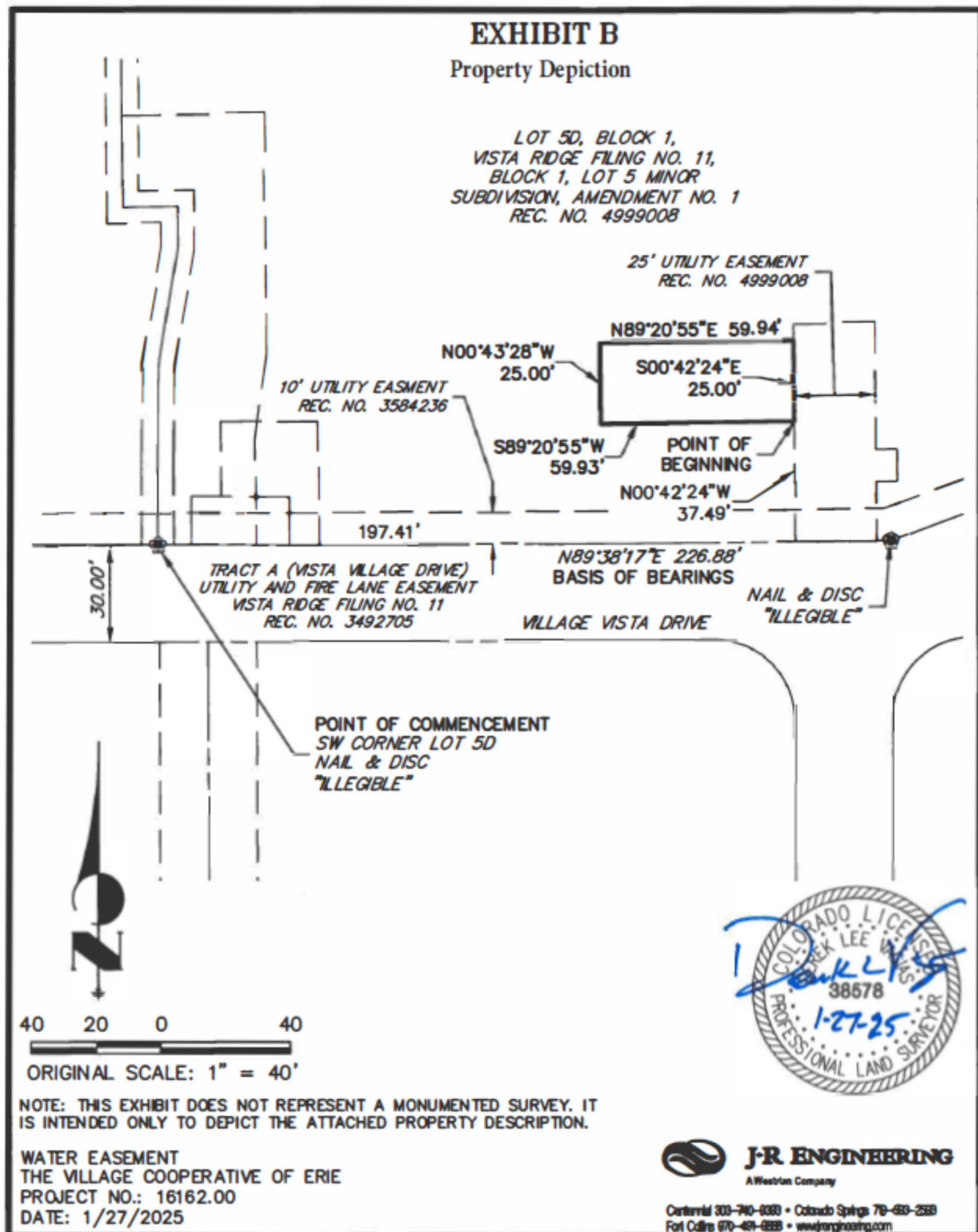
THENCE N00°43'28"W A DISTANCE OF 25.00 FEET;

THENCE N89°20'55"E A DISTANCE OF 59.94 FEET, TO A POINT ON SAID WESTERLY EASEMENT LINE;

THENCE ON SAID EASEMENT LINE, S00°42'24"E A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,498 SQUARE FEET OR 0.0344 ACRES.

Exhibit B **Property Depiction and Description of Facilities**



Description of Facilities

3" Domestic water service line

1" Irrigation service line

1" Irrigation meter pit

3" Domestic water meter in manhole

