

**PERMANENT UTILITY EASEMENT AGREEMENT
(Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project)**

DATE: _____.

GRANTOR: **FINDLAY FAMILY PROPERTIES LIMITED PARTNERSHIP**, a Nevada limited partnership, 310 N. Gibson Rd., Henderson, Nevada 89014.

GRANTEE: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104.

RECITALS

Grantor and Grantee are collectively referred to herein as the “Parties,” and may be individually referred to herein as a “Party.”

Grantee has determined that it needs to acquire a non-exclusive permanent pipeline easement (the “Easement”) over property owned by Grantor, and the Parties have agreed to the terms and consideration for the grant and acceptance of the Easement under and subject to the terms as set forth below in this Permanent Utility Easement Agreement (the “Agreement”).

GRANT

Grantor, as its interests may appear and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, grants to Grantee, its successors and assigns, a permanent, non-exclusive pipeline easement in, across, over, and under the property located in Douglas County, Colorado as described in the attached *Exhibit A* incorporated herein by this reference (the “Easement Property”).

TERMS

1. The Recitals and Grant set forth above, and all Exhibits to this Agreement, are hereby incorporated herein.

2. The Easement is a non-exclusive permanent easement to allow Grantee, its employees, contractors and agents to access, design, install, construct, reconstruct, relocate, operate, maintain, enlarge, monitor, use, and repair on the Easement Property all pipeline improvements and related appurtenances related to the Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project.

3. Grantor represents and warrants to Grantee that Grantor is the record owner of the Easement Property, and that Grantor has the power and authority to grant this Easement, free of prior liens and encumbrances which would preclude the Grantee from utilizing the site for its stated purpose herein.

4. All activity by Grantee and its contractors and agents shall be maintained within the Easement Property boundaries and upon completion of any construction, reconstruction or repair by Grantee, the surface of the Easement Property shall be restored, to the extent reasonably practicable, to its pre-existing condition prior to Grantee's work commencement, unless permanently modified by improvements.

5. Grantor shall not make any use of the Easement Property which will materially interfere with Grantee's full and intended use and enjoyment of the Easement, including but not limited to the erection of any permanent structures within the Easement Property. Grantor agrees to indemnify, defend and hold harmless Grantee or any of Grantee's officers, agents or employees, from any and all claims, damages, losses, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, Grantee, and or any person, firm, partnership, or corporation, to the extent caused by Grantor's material interference of Grantee's full use and enjoyment of the Easement. In the event that any such suit or action or claim or loss or demand is brought by, brought against or incurred by Grantee, Grantee will give notice within ten (10) days thereof to Grantor. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

6. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, or its agents or employees, hereto.

7. Any breach of this Agreement shall give rise to the non-breaching Party's right to bring an action against the breaching Party for injunctive or other equitable relief and/or damages. In the event of such action, the prevailing Party shall be entitled to recover its reasonable attorney's fees from the other Party. Venue for any legal action relating to this Agreement shall lie in the district court in and for the County of Douglas, Colorado. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The Parties understand and agree that Grantee is relying on, and does 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, §24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Grantee, its officers, or its employees.

8. The Parties hereto agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. This Agreement may be amended only by an instrument in writing signed by both Parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

9. Any notice, demand or election under this Agreement shall be in writing and shall be given in person, or by means of overnight delivery service, or mailed by registered or certified mail, addressed as follows:

If to Grantor: Findlay Family Properties Limited Partnership
310 N. Gibson Rd.
Henderson, Nevada 89014

If to Grantee: Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

or as otherwise provided by notice given as herein provided. All notices, demands or elections given in such manner shall be effective on the date of receipt thereof. The address to which notices are to be sent may be changed by providing notice as set forth in this paragraph.

10. This Agreement (and its Covenants) shall run with the land and shall be binding and enforceable upon all assigns and successors of the Parties. This Agreement shall be recorded by Grantee with the Douglas County Clerk and Recorder.

11. ENVIRONMENTAL PROTECTION.

Section 1. Definitions. For purposes of this Agreement, the following term shall have the meaning set forth below:

“Hazardous Substances” means any substance, material, or waste that is regulated, listed, or defined as hazardous, toxic, petroleum-based, or otherwise dangerous under any applicable federal, state, or local environmental law, regulation, ordinance, permit, or order, including without limitation:

- a. the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.;
- b. the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq.;
- c. the Clean Water Act, 33 U.S.C. § 1251 et seq.;
- d. the Colorado Hazardous Waste Act, § 25-15-101 et seq., C.R.S.; and
- e. any regulations promulgated under the foregoing statutes, as each may be amended from time to time. Hazardous Substances expressly include oil, gas, petroleum products, hydrocarbons, produced water, condensate, and any byproducts or constituents thereof.

Section 2. Compliance with Environmental Laws. Grantee shall at all times comply with all applicable federal, state, and local environmental laws, regulations, permits, and orders in connection with its use of the Easement and the design,

installation, construction, operation, maintenance, repair, replacement, monitoring, or removal of pipeline facilities and appurtenances on or within the Easement Property.

Section 3. Insurance. Grantee hereby represents that it has obtained and intends to keep in full force and effect Commercial General Liability Insurance covering its actions and activities permitted under the Easement in an amount at least equivalent to the limitations imposed on judgments against public entities under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. Grantor, its officers, officials, and employees are to be covered as additional insureds on a primary basis on Grantee's Commercial General Liability insurance policy. For any claims related to this Agreement, Grantee's Commercial General Liability insurance coverage shall be primary insurance coverage as respects Grantor, its officers, officials, and employees. Evidence of Grantee's insurance coverage shall be provided upon request by Grantor. Grantee further represents that it shall require the contractor and all subcontractors that perform work on the Easement Property to obtain and keep in full force and effect Commercial General Liability Insurance covering their actions and activities permitted under the Agreement with liability limits and coverages as determined by Grantee.

Section 4. Duty to Remediate and Restore. In the event of any release or contamination attributable to Grantee's activities, Grantee shall promptly:

- a. investigate the condition;
- b. perform or cause to be performed all reasonably necessary response and remediation actions to meet applicable regulatory standards; and
- c. restore or cause to be restored the affected portions of the Easement Property to substantially the condition existing immediately prior to the release, to the extent reasonably practicable.

Grantor shall have the right to reasonably monitor and observe remediation activities conducted on the Easement Property, including the hiring of third party inspections services available in the marketplace.

Section 5. No Limitation of Other Rights. The remedies provided in this Article are in addition to, and not in limitation of, any other rights or remedies available to Grantor at law or in equity under this Agreement or applicable law.

The obligations set forth in this Paragraph 11 and its subsections apply to Grantee in its capacity as holder of the Easement and shall bind Grantee and any successor or assign that acquires an interest in the Easement.

12. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Grantor and Grantee and bind their respective entities hereto. This Agreement is made effective as of the date first written

above.

Attached Exhibit:

Exhibit A – Easement Property

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the date first written above.

GRANTOR – FINDLAY FAMILY PROPERTIES LIMITED PARTNERSHIP, a Nevada limited partnership:

By (signature):

Print Name:

Title: Manager; of Findlay Holdings, LLC, its General Partner

STATE OF ~~COLORADO~~)
NEVADA) ss.
COUNTY OF CLARK)

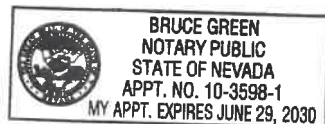
The foregoing instrument was acknowledged before me this 12th day of August, 2026 by Cliff Findlay, in their capacity as Manager of its General Partner for **FINDLAY FAMILY PROPERTIES LIMITED PARTNERSHIP.**

Witness my official hand and seal.

My commission expires: JUNE 29, 2030

(S E A L)

[Signature]
Notary Public



GRANTEE:

ATTEST

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Mark Marlowe, Director of Castle Rock Water

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Lisa Anderson, in her capacity as the Town Clerk, and by David L. Corliss, in his capacity as Town Manager for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: _____

(S E A L)

Notary Public

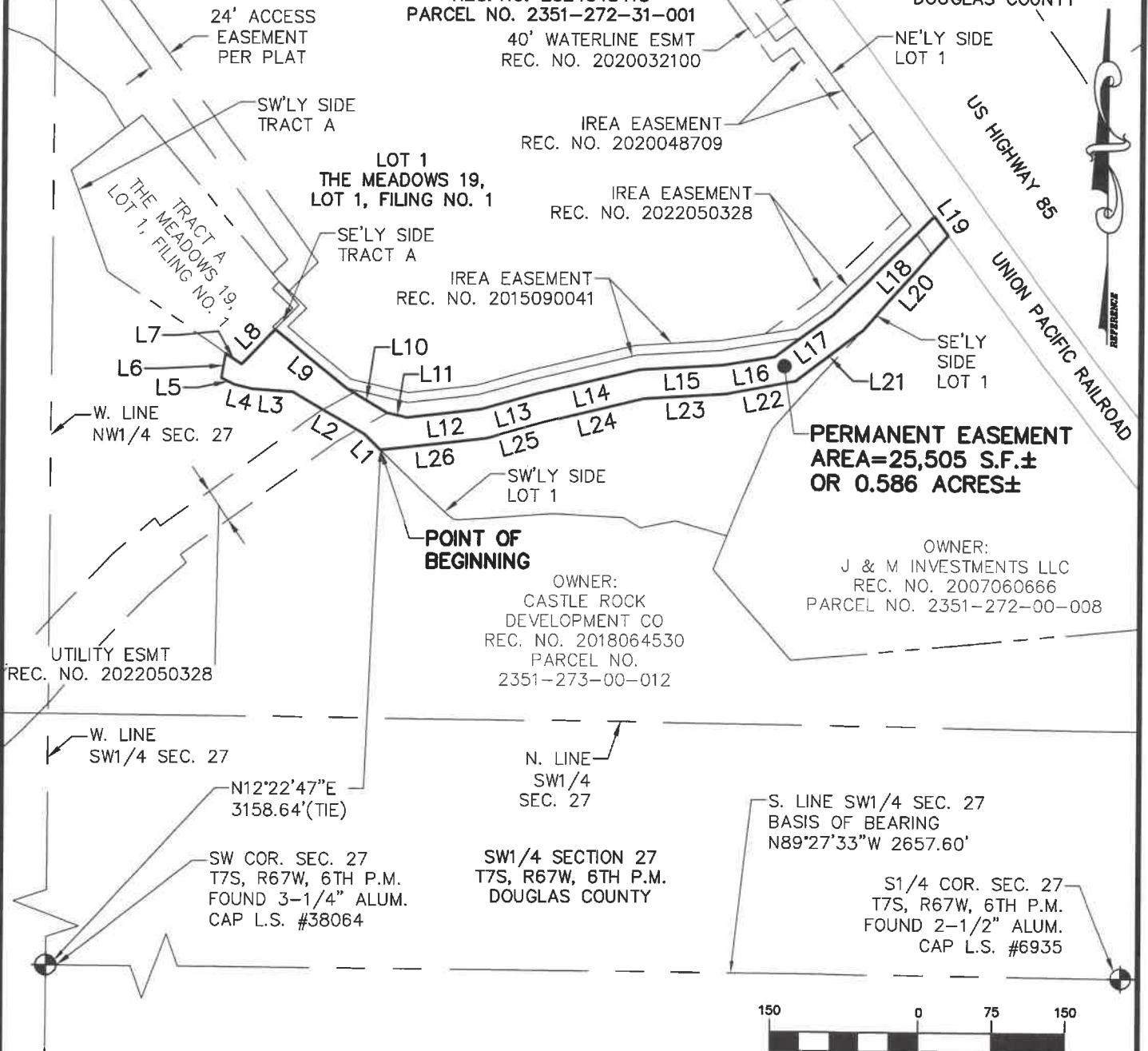
EXHIBIT A
EASEMENT PROPERTY

[follows this page]

EXHIBIT "A"

OWNER:
FINDLAY FAMILY PROPERTIES LIMITED
PARTNERSHIP
REC. NO. 2024048413
PARCEL NO. 2351-272-31-001
40' WATERLINE ESMT
REC. NO. 2020032100

NW1/4 SECTION 27
T7S, R67W, 6TH P.M.
DOUGLAS COUNTY



- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: A.S.

CHKD. BY: J.L.

DATE: 02/16/26

SCALE: 1" = 150'

FILE: R13500

SHEET: 1 OF 3

W/O #:

PERMANENT EASEMENT

LINE TABLE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N45°01'21"W	23.40'
L2	N59°57'04"W	84.24'
L3	N85°36'18"W	43.08'
L4	N75°58'28"W	17.45'
L5	N64°00'58"W	15.62'
L6	N10°37'39"E	25.42'
L7	S55°30'59"E	19.28'
L8	N44°13'37"E	50.05'
L9	S50°29'22"E	93.88'
L10	S58°46'48"E	49.11'
L11	S76°34'06"E	20.18'
L12	N83°31'23"E	75.59'
L13	N74°19'26"E	59.77'

LINE TABLE		
NO.	BEARING	DISTANCE
L14	N76°38'06"E	107.50'
L15	N86°39'39"E	85.69'
L16	N81°00'17"E	53.32'
L17	N53°10'40"E	71.23'
L18	N45°06'40"E	144.72'
L19	S36°07'31"E	23.75'
L20	S41°24'45"W	130.19'
L21	S51°33'55"W	84.60'
L22	S79°05'24"W	71.90'
L23	S86°39'39"W	84.54'
L24	S76°38'06"W	104.26'
L25	S74°19'26"W	61.58'
L26	S83°31'23"W	107.72'



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DENVER, COLORADO 80237
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CHKD. BY: J.L.
DATE: 02/16/26
SCALE: 1" = 150'

FILE: R13500
SHEET: 2 OF 3
W/O #:

**PERMANENT
EASEMENT**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, THE MEADOWS 19, LOT 1, FILING NO. 1, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2023006012, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

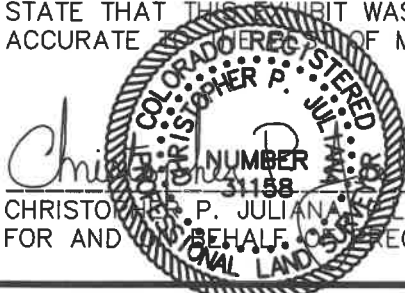
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, ASSUMED TO BEAR N89°27'33"W A DISTANCE OF 2657.60 FEET FROM A 2-1/2" ALUMINUM CAP STAMPED L.S. #6935 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 27 TO A 3-1/4" ALUMINUM CAP STAMPED L.S. #38064 FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 27;

BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDE OF SAID LOT 1, SAID POINT BEARS N12°22'47"E A DISTANCE OF 3158.64 FEET FROM SAID SOUTHWEST CORNER;

THENCE ALONG SAID SOUTHWESTERLY SIDE THE FOLLOWING SIX (6) COURSES: 1). THENCE N45°01'21"W A DISTANCE OF 23.40 FEET; 2). THENCE N59°57'04"W A DISTANCE OF 84.24 FEET; 3). THENCE N85°36'18"W A DISTANCE OF 43.08 FEET; 4). THENCE N75°58'28"W A DISTANCE OF 17.45 FEET; 5). THENCE N64°00'58"W A DISTANCE OF 15.62 FEET; 6). THENCE N10°37'39"E A DISTANCE OF 25.42 FEET TO THE SOUTHWESTERLY SIDE OF TRACT A OF SAID PLAT; THENCE S55°30'59"E ALONG SAID SOUTHWESTERLY SIDE A DISTANCE OF 19.28 FEET TO THE SOUTHEASTERLY SIDE OF SAID TRACT A; THENCE N44°13'37"E ALONG SAID SOUTHEASTERLY SIDE A DISTANCE OF 50.05 FEET; THENCE S50°29'22"E A DISTANCE OF 93.88 FEET; THENCE S58°46'48"E A DISTANCE OF 49.11 FEET; THENCE S76°34'06"E A DISTANCE OF 20.18 FEET; THENCE N83°31'23"E A DISTANCE OF 75.59 FEET; THENCE N74°19'26"E A DISTANCE OF 59.77 FEET; THENCE N76°38'06"E A DISTANCE OF 107.50 FEET; THENCE N86°39'39"E A DISTANCE OF 85.69 FEET; THENCE N81°00'17"E A DISTANCE OF 53.32 FEET; THENCE N53°10'40"E A DISTANCE OF 71.23 FEET; THENCE N45°06'40"E A DISTANCE OF 144.72 FEET TO THE NORTHEASTERLY SIDE OF SAID LOT 1; THENCE S36°07'31"E ALONG SAID NORTHEASTERLY SIDE A DISTANCE OF 23.75 FEET TO THE SOUTHEASTERLY SIDE OF SAID LOT 1; THENCE S41°24'45"W ALONG SAID SOUTHEASTERLY SIDE A DISTANCE OF 130.19 FEET; THENCE S51°33'55"W A DISTANCE OF 84.60 FEET; THENCE S79°05'24"W A DISTANCE OF 71.90 FEET; THENCE S86°39'39"W A DISTANCE OF 84.54 FEET; THENCE S76°38'06"W A DISTANCE OF 104.26 FEET; THENCE S74°19'26"W A DISTANCE OF 61.58 FEET; THENCE S83°31'23"W A DISTANCE OF 107.72 FEET TO THE POINT OF BEGINNING; WHEN SAID SOUTH QUARTER CORNER BEARS S32°29'05"E A DISTANCE OF 3687.19 FEET.

SAID PARCEL CONTAINS 25,505 SQUARE FEET OR 0.586 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



CHRISTOPHER P. JULIANA, L.S. 31158 DATE 02/16/26
FOR AND BEHALF OF PRECISION SURVEY & MAPPING, INC.

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