

**TEMPORARY CONSTRUCTION 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 temporary construction easement (“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 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 temporary construction easement in, across, over, and under the property located in Douglas County, Colorado described in the attached ***Exhibit A*** incorporated herein by this reference (“Easement Property”).

TERMS

1. The Easement is a temporary construction easement to allow Grantee, its employees, contractors and agents to access and construct on the Easement Property all pipeline improvements and related appurtenances related to the Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project, provided that such activities are reasonably necessary for construction and are conducted in a manner intended to minimize disruption to Grantor’s use of the property.

2. 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.

3. The term of the Easement shall commence upon the date of Grantee’s first actual entry on the Easement Property for purposes of construction of the project on the

Easement Property, and shall expire nine (9) months from the aforementioned date of first actual entry (the "Term"), unless extended in writing by mutual agreement of the Parties.

4. This Agreement shall run with the land and shall continue in full force and effect until expiration of the Agreement. This Agreement shall be recorded by Grantee with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the Parties. In the event of a proposed sale of the Easement Property during the Term of this Agreement, Grantor shall inform any potential purchaser of the Easement Property that the Easement Property is subject to this Agreement. Additionally, Grantor shall give written notice to Grantee prior to any sale of the Easement Property during the Term of this Agreement.

5. 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 including regrading, replacement of topsoil, reseeding with one of Grantee's pre-approved native seed mixes, and repair of any fences, walls, roads, drainage features, or vegetation damaged by Grantee's activities, unless permanently modified by improvements. The Parties agree that this restoration work/activities may occur after the Term has ended. Restoration shall be commenced as promptly as reasonable following completion of construction activities in the affected area, given that successful seeding and reclamation of disturbed areas, earth compaction, concrete, and asphalt installation are all heavily dependent on weather conditions and cannot be completed during specific periods of the year.

6. Effective as of the date first written above, 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 willful misconduct or gross negligence in materially interfering with 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.

7. Notice of Entry and Environmental Protection.

- a. Notice of Entry: Except in the event of emergency, Grantee shall provide Grantor with at least forty-eight (48) hours' advance notice (even more time preferred, if possible) prior to commencing construction activities on the Easement Property.

- b. Environmental Protection During Construction. Grantee shall comply with all applicable environmental laws. In the event of any release or contamination attributable to Grantee's activities, Grantee shall promptly perform or cause to be performed all reasonably necessary response and remediation actions to meet applicable regulatory standards.

8. 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.

9. Any notice to Grantee required by or provided in connection with this Agreement shall be given in writing, mailed by registered or certified mail, to 100 N. Wilcox Street, Castle Rock, Colorado 80104, directed to the attention of the Town Attorney for the Town of Castle Rock. Any notice required or provided in connection with this Agreement to Grantor shall be given in writing, mailed by registered or certified mail, to the address set forth above for Grantor. 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 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.

11. 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.

12. 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 of the 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.

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

14. 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

(Remainder of Page Intentionally Left Blank)

CON-2026-0284

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: Clifford J. Findlay

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

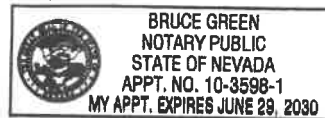
STATE OF ~~COLORADO~~)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 12th day of August, 20 21 by Cliff Findlay, in their capacity as Manager & the General Partner or **FINDLAY FAMILY PROPERTIES LIMITED PARTNERSHIP.**

Witness my official hand and seal.

My commission expires: JUNE 29, 2030

(S E A L)




Notary Public

CON-2026-0284

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

CON-2026-0284

EXHIBIT A
EASEMENT PROPERTY

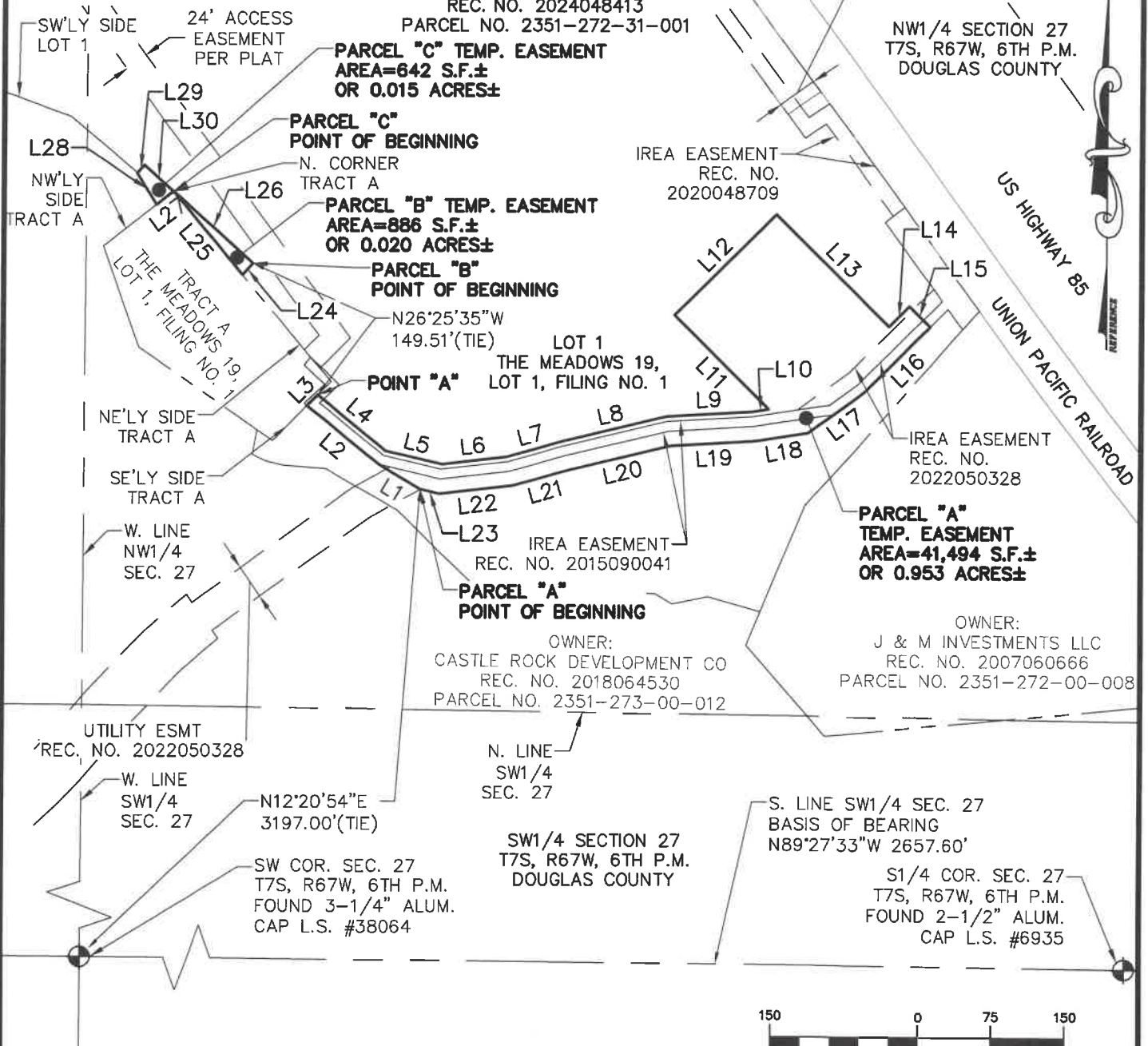
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EXHIBIT "A"

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 4
W/O #:

TEMPORARY EASEMENT

LINE TABLE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N58°46'48"W	49.11'
L2	N50°29'22"W	93.88'
L3	N44°13'37"E	15.05'
L4	S50°29'22"E	89.17'
L5	S76°34'06"E	59.09'
L6	N83°15'50"E	67.07'
L7	N74°19'26"E	57.96'
L8	N76°38'06"E	110.74'
L9	N86°39'39"E	86.84'
L10	N81°00'17"E	16.80'
L11	N44°53'20"W	135.16'
L12	N45°06'40"E	145.00'
L13	S44°53'20"E	160.00'
L14	N45°06'40"E	30.00'
L15	S44°53'20"E	30.00'
L16	S45°06'40"W	93.68'
L17	S53°10'40"W	71.23'
L18	S81°00'17"W	53.32'
L19	S86°39'39"W	85.69'
L20	S76°38'06"W	107.50'
L21	S74°19'26"W	59.77'
L22	S83°31'23"W	75.59'
L23	N76°34'06"W	20.18'

LINE TABLE		
NO.	BEARING	DISTANCE
L24	S41°38'49"W	16.17'
L25	N39°57'37"W	110.76'
L26	S48°21'13"E	109.58'

LINE TABLE		
NO.	BEARING	DISTANCE
L27	S52°01'22"W	22.12'
L28	N32°01'33"W	37.98'
L29	N41°38'49"E	11.08'
L30	S48°21'03"E	40.44'

LEGAL DESCRIPTION

THREE PARCELS 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;

PARCEL "A"

BEGINNING AT A POINT THAT BEARS N12°20'54"E A DISTANCE OF 3197.00 FEET FROM SAID SOUTHWEST CORNER;

THENCE N58°46'48"W A DISTANCE OF 49.11 FEET; THENCE N50°29'22"W A DISTANCE OF 93.88 FEET TO THE SOUTHEASTERLY SIDE OF TRACT A OF SAID PLAT; THENCE N44°13'37"E ALONG SAID SOUTHEASTERLY SIDE A DISTANCE OF 15.05 FEET TO POINT "A"; THENCE S50°29'22"E A DISTANCE OF 89.17 FEET; THENCE S76°34'06"E A DISTANCE OF 59.09 FEET; THENCE N83°15'50"E A DISTANCE OF 67.07 FEET; THENCE N74°19'26"E A DISTANCE OF 57.96 FEET; THENCE N76°38'06"E A DISTANCE OF 110.74 FEET; THENCE N86°39'39"E A DISTANCE OF 86.84 FEET; THENCE N81°00'17"E A DISTANCE OF 16.80 FEET; THENCE N44°53'20"W A DISTANCE OF 135.16 FEET; THENCE N45°06'40"E A DISTANCE OF 145.00 FEET; THENCE S44°53'20"E A DISTANCE OF 160.00 FEET; THENCE N45°06'40"E A DISTANCE OF 30.00 FEET; THENCE S44°53'20"E A DISTANCE OF 30.00 FEET; THENCE S45°06'40"W A DISTANCE OF 93.68 FEET; THENCE S53°10'40"W A DISTANCE OF 71.23 FEET; THENCE S81°00'17"W A DISTANCE OF 53.32 FEET; THENCE S86°39'39"W A DISTANCE OF 85.69 FEET; THENCE S76°38'06"W A DISTANCE OF 107.50 FEET; THENCE S74°19'26"W A DISTANCE OF 59.77 FEET; THENCE S83°31'23"W A DISTANCE OF 75.59 FEET; THENCE N76°34'06"W A DISTANCE OF 20.18 FEET TO THE POINT OF BEGINNING; WHEN SAID SOUTH QUARTER CORNER BEARS S32°05'12"E A DISTANCE OF 3715.71 FEET.

SAID PARCEL CONTAINS 41,494 SQUARE FEET OR 0.953 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

PARCEL "B"

BEGINNING AT A POINT THAT BEARS N26°25'35"W A DISTANCE OF 149.51 FEET FROM SAID POINT "A";

THENCE S41°38'49"W A DISTANCE OF 16.17 FEET TO THE NORTHEASTERLY SIDE OF SAID TRACT A; THENCE N39°57'37"W ALONG SAID NORTHEASTERLY SIDE A DISTANCE OF 110.76 FEET TO THE NORTH CORNER OF SAID TRACT A; THENCE S48°21'13"E A DISTANCE OF 109.58 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTH QUARTER CORNER BEARS S32°24'23"E A DISTANCE OF 4001.07 FEET.

SAID PARCEL CONTAINS 886 SQUARE FEET OR 0.020 ACRES, MORE OR LESS.

PARCEL "C"

BEGINNING AT SAID NORTH CORNER OF TRACT A;

THENCE S52°01'22"W ALONG THE NORTHWESTERLY SIDE OF SAID TRACT A A DISTANCE OF 22.12 FEET TO THE SOUTHWESTERLY SIDE OF SAID LOT 1; THENCE N32°01'33"W ALONG SAID SOUTHWESTERLY SIDE A DISTANCE OF 37.98 FEET; THENCE N41°38'49"E A DISTANCE OF 11.08 FEET; THENCE S48°21'03"E A DISTANCE OF 40.44 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTH QUARTER CORNER BEARS S32°49'35"E A DISTANCE OF 4106.54 FEET.

SAID PARCEL CONTAINS 642 SQUARE FEET OR 0.015 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. Julian
CHRISTOPHER P. JULIAN, P.L.S. 31158
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

02/16/26

DATE

PRECISION SURVEY & MAPPING, INC.



PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS

9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: A.S.

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SHEET: 4 OF 4

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TEMPORARY
EASEMENT