

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made and entered into this 19 day of May, 2026 (the "Agreement"), by and between the **ICE TONG LAND & CATTLE COMPANY, LLC**, a Colorado limited liability company (the "Seller"), and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, acting by and through the Town of Castle Rock Sewer Enterprise (the "Town") (collectively, the Town and the Seller are referred to as the "Parties").

RECITALS

A. The Town is undertaking construction of a sanitary sewer lift station and a twelve-inch sanitary sewer force main as part of the Castle Rock Water Sedalia Lift Station & Force Main Project (the "Project").

B. For purposes of constructing the sanitary sewer lift station, the Town needs to acquire from the Seller by special warranty deed, the form of which is attached hereto and incorporated by reference as *Exhibit 1*, a fee simple interest in a portion of the Seller's property, as more particularly described in the legal description attached as an exhibit to such deed (the "Lift Station Parcel").

C. For purposes of constructing the twelve-inch sanitary sewer force main, the Town needs to acquire from the Seller by easement agreement, the form of which is attached hereto and incorporated by reference as *Exhibit 2*, a permanent sanitary sewer easement in, on, over, under, across and through a portion of the Seller's property, as more particularly described in the legal descriptions attached as exhibits to the agreement (the "Permanent Sanitary Sewer Easement").

D. The Town has determined that, to facilitate the construction of the Project, it needs to acquire from the Seller by easement agreement, the form of which is attached hereto and incorporated by reference as *Exhibit 3*, a temporary construction easement to use a portion of the Seller's property, as more particularly described in the legal descriptions attached as exhibits to the agreement (the "Temporary Construction Easement") (collectively, the Permanent Sanitary Sewer Easement and the Temporary Construction Easement are referred to as the "Easements").

E. The Town has reviewed the title commitment issued by Stewart Title Company, (the "Title Company") File No. 2639555, dated June 5, 2025 pertaining to the Seller's property (the "Title Commitment") and has determined that the record title of such property is acceptable, provided that no additional liens or encumbrances are placed of record against the property prior to the date of closing. (The matters of record currently affecting the property as disclosed in Schedule B-2 of the Title Commitment are referred to as the "Permitted Exceptions").

F. Accordingly, the Seller is willing to convey, and the Town is willing to acquire, the Lift Station Parcel and Easements pursuant to terms and conditions set forth in this Agreement (collectively, the Lift Station Parcel and Easements are referred to as the "Property Interests").

NOW THEREFORE, in consideration of the promises and conditions contained in this Agreement, the Parties agree as follows:

1. **Purchase Price and Disbursement.** The total purchase price for the Property Interests is \$341,218.00 (the "Purchase Price"). Of the Purchase Price, \$191,732.00 shall be tendered to compensate the Seller for the Lift Station Parcel; \$53,691.00 shall be tendered to compensate the Seller for the Temporary Construction Easement; \$75,683.00 shall be tendered to compensate the Seller for the Permanent Sanitary Sewer Easement; \$12,012.00 shall be tendered to compensate the Seller for fence removal, salvage and reinstallation of fencing; and \$8,100.00 shall be tendered to Seller for tree replacement. As additional consideration hereunder, the Town will pay to Seller the sum of \$6,000.00 (the "Temporary License Fee") for the Temporary License granted to the Town in order for the Town to access the property in advance of this Closing and the sum of \$11,500.00 (the "Valuation Reimbursement") to reimburse Seller for certain expenses incurred in the appraisal and valuation of the property. The Purchase Price, the Temporary License Fee and the Valuation Reimbursement shall be tendered by the Town to the Seller in readily available funds at the Closing provided for in Section 3.

2. **Conveyance Terms.** The Seller shall convey its interest in the Lift Station Parcel by special warranty deed, free and clear of all liens and encumbrances, but subject to the Permitted Exceptions and the lien for 2025 property taxes, not yet due and payable. The Town shall pay the premium for any title insurance policies the Town should secure on the Lift Station Parcel. The Seller shall convey its interest in the Permanent Sanitary Sewer Easement and Temporary Construction Easement by easement agreement.

3. **Closing.** Closing through the Title Company shall occur on or before June 12, 2026, or such other date mutually agreed to in writing by the Parties (the "Closing"). At or prior to the Closing, the Seller shall tender to the Title Company the executed special warranty deed and easement agreements, all property taxes due and owing on the Lift Station Parcel through and including the date of Closing, and all customary or required documents of the Title Company. At Closing, the Town shall tender the Purchase Price, the Temporary License Fee, the Valuation Reimbursement, and all costs and charges imposed by the Title Company in connection with the Closing, including all Title Company and document recordation fees. The Seller and the Town shall each be responsible for their respective broker and attorney's fees.

4. **Seller's Representations.** The Seller represents to the Town as follows:
- a. **Authority.** The Seller is the sole owner of the Property Interests and is duly authorized to execute and deliver this Agreement.
 - b. **Environmental.** The Seller represents that it has not received any written notice alleging the Property Interests are in violation of applicable federal, state and local laws, ordinances and regulations relating to hazardous waste or materials, industrial hygiene or the environmental conditions on, under or about the Property Interests.
 - c. **Pending Litigation.** The Seller has no written notice of any pending litigation that relates to the Property Interests.

- d. No Further Encumbrance. The Seller shall not cause or suffer any liens or encumbrances to be recorded against the title to the Property Interests, nor shall the Seller contract to sell or convey to any third party any portion of the Property Interests.

5. **Time of Essence; Remedies.** Time is of the essence hereof. In the event a Party alleges a default of this Agreement, it shall give notice of default to the other Party. In that event, the defaulting Party shall have ten (10) calendar days to cure such default. If a timely cure of the default is not effected, the non-defaulting Party shall have the following remedies:

- a. If the Seller is in default, the Town may elect to treat this Agreement as being in full force and effect and shall have the right to specific performance. Alternatively, the Town may elect to treat this Agreement as terminated. In the event of such termination, nothing in this Agreement shall preclude the Town from proceeding to acquire the Lift Station Parcel, Temporary Construction Easement and Permanent Easement through eminent domain. In no event shall the Town have the right to seek damages against the Seller as a result of an uncured default by the Seller.
- b. If the Town is in default, this Agreement shall terminate and be of no further force or effect. In that event, the Seller shall have no right to seek damages against the Town.

6. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement by one Party without the prior written consent of the other Party.

7. **Notices.** Any notices required to be sent pursuant to this Agreement shall be sent by registered mail to the address of the Town and Seller as set forth below:

Town: Town of Castle Rock – Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Attn: Director of Castle Rock Water

With a copy to: Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104
Attn: Town Attorney

Seller: Ice Tong Land & Cattle Company, LLC
5273 Horseshoe Trail
P.O. Box 349
Sedalia, CO 80135
Attn: Douglas L. Polson, Manager

With a copy to:

Kumpf, Charsley & Hansen LLC
Attn: Scott D. Kumpf, Esq.
9565 S. Kingston Court, Ste. 100

8. **Paragraph Captions.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

9. **Additional Documents or Action.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

10. **Governing Law; 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 the County of Douglas, State of Colorado.

11. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between the Seller and the Town with respect to the subject matter hereof. Any modification, amendment or extension must be in writing signed by both the Seller and the Town.

[Signature pages to follow]

IN WITNESS WHEREOF, this Agreement is effective as of the date executed by both Parties.

SELLER:

ICE TONG LAND & CATTLE COMPANY LLC, a Colorado limited liability company

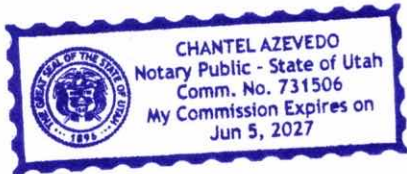
Douglas L. Polson
Douglas L. Polson, Manager

Ut Utah)
STATE OF ~~COLORADO~~)
Ut Utah) ss.
COUNTY OF ~~DOUGLAS~~)

The foregoing instrument was acknowledged before me this 19 day of May, 2026, by Douglas L. Polson as Manager of Ice Tong Land & Cattle Company LLC a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 6-5-2027.

(S E A L)



Chantel Azevedo
Notary Public

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Kristin Hoffmann, Sr. Assistant Town Attorney

Mark Marlowe, Director, Castle Rock Water

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jason Gray, as Mayor, and Lisa Anderson, as Town Clerk, for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: _____

(S E A L)

Notary Public

EXHIBIT 1

SPECIAL WARRANTY DEED w/Exhibits
(Lift Station Parcel)

WHEN RECORDED RETURN TO:

Town of Castle Rock
Attn: Uyen Morris
100 N. Wilcox St.
Castle Rock, CO 80104

SPECIAL WARRANTY DEED

**[THIS DEED IS EXEMPT FROM PAYMENT OF THE DOCUMENTARY FEE
PURSUANT TO § 39-13-104(1)(a), C.R.S.]**

THIS SPECIAL WARRANTY DEED, is made this 2nd day of June, 2026, by and between **ICE TONG LAND & CATTLE COMPANY LLC, A COLORADO LIMITED LIABILITY COMPANY** whose address is 5273 Horseshoe Trail, Sedalia, Colorado 80135 (“Grantor”) and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Grantee”).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto Grantee and Grantee’s heirs, successors, and assigns forever, all of the real property, together with the improvements thereon, if any, situate, lying and being in the County of Douglas, State of Colorado, and described in *Exhibit A*, attached hereto and incorporated herein by this reference (the “Property”);

TOGETHER WITH, all and singular, the hereditaments, appurtenances thereunto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity of, in, and to the above-bargained and described Property, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above-bargained and described with the appurtenances, unto Grantee and Grantee’s heirs, successors, and assigns forever. Grantor, for Grantor and Grantor’s heirs, successors, and assigns, does covenant and agree that Grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained and described Property in the quiet and peaceable possession of Grantee and Grantee’s heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, **BY, THROUGH, OR UNDER** Grantor, subject to subject to statutory exceptions as defined in Section 38-30-113(5)(a), C.R.S.

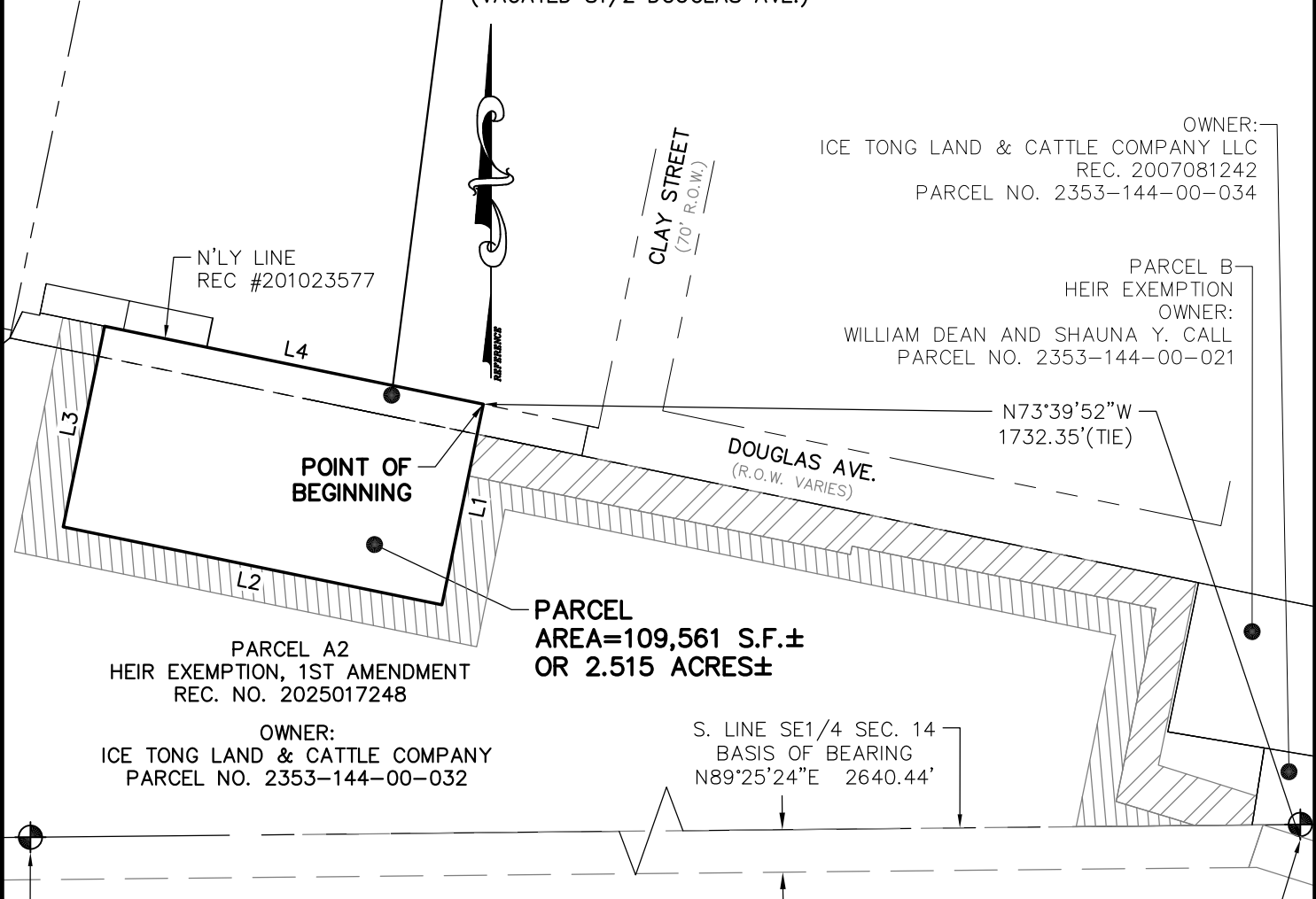
EXHIBIT "A"

OWNER: ICE TONG LAND & CATTLE COMPANY
 REC. 201023577
 PARCEL NO. 2353-144-14-022, 020, 024
 (VACATED S1/2 DOUGLAS AVE.)

SE1/4 SECTION 14
 T7S, R68W, 6TH P.M.
 DOUGLAS COUNTY

OWNER:
 ICE TONG LAND & CATTLE COMPANY LLC
 REC. 2007081242
 PARCEL NO. 2353-144-00-034

PARCEL B
 HEIR EXEMPTION
 OWNER:
 WILLIAM DEAN AND SHAUNA Y. CALL
 PARCEL NO. 2353-144-00-021



PARCEL A2
 HEIR EXEMPTION, 1ST AMENDMENT
 REC. NO. 2025017248

OWNER:
 ICE TONG LAND & CATTLE COMPANY
 PARCEL NO. 2353-144-00-032

PARCEL
 AREA=109,561 S.F.±
 OR 2.515 ACRES±

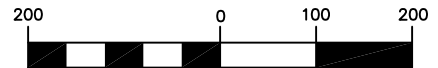
S. LINE SE1/4 SEC. 14
 BASIS OF BEARING
 N89°25'24"E 2640.44'

S1/4 COR. SEC. 14
 T7S, R68W, 6TH P.M.
 FOUND 1.5" ALUMINUM CAP
 LS #2568

DOMINION WATER ESMT.
 REC. NO. 2019009254

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S11°39'31"W	241.01'
L2	N78°21'28"W	454.54'
L3	N11°39'31"E	241.06'
L4	S78°21'03"E	454.54'

SE COR. SEC. 14
 T7S, R68W, 6TH P.M.
 FOUND 3.5" ALUMINUM CAP
 LS #10377



1 inch = 200 ft.

- 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: R.U.
 CHKD. BY: J.L.
 DATE: 10/22/25
 SCALE: 1" = 200'

FILE: R14259
 SHEET: 1 OF 2
 ID#: 2353-144-00-032

PARCEL

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF PARCEL A2, HEIR EXEMPTION, 1ST AMENDMENT DESCRIBED AT RECEPTION NO. 2025017248 AND BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 201023557, BOTH FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

PARCEL

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LANDS, SAID POINT BEARS N73°39'52"W A DISTANCE OF 1732.35 FEET FROM SAID SOUTHEAST CORNER;

THENCE S11°39'31"W A DISTANCE OF 241.01 FEET; THENCE N78°21'28"W A DISTANCE OF 454.54 FEET; THENCE N11°39'31"E A DISTANCE OF 241.06 FEET TO SAID NORTHERLY LINE; THENCE S78°21'03"E ALONG SAID NORTHERLY LINE A DISTANCE OF 454.54 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTH QUARTER CORNER BEARS S62°16'52"W A DISTANCE OF 1104.66 FEET.

SAID PARCEL CONTAINS 109,561 SQUARE FEET OR 2.515 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

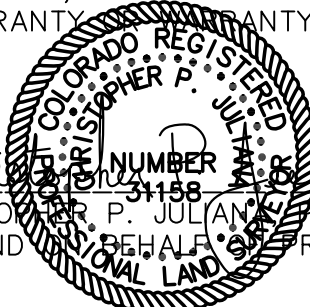

Christopher P. Juliana 10/22/25
CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

EXHIBIT 2

PERMANENT CONSTRUCTION EASEMENT w/Exhibits

**PERMANENT SANITARY SEWER EASEMENT AGREEMENT
(Castle Rock Water Sedalia Lift Station & Force Main Project)**

DATE: June 2 _____, 2026.

GRANTOR: **ICE TONG LAND & CATTLE COMPANY LLC**, a Colorado limited liability company, P.O. Box 349, Sedalia, Colorado 80135 (“Grantor”)

GRANTEE: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Grantee”) (collectively, Grantor and Grantee shall be referred to as the “Parties”)

RECITALS

- A. Grantor is the owner of certain property more particularly described in the legal description and map attached hereto as *Exhibit A* (the “Easement Property”).
- B. Grantee has determined that it needs to acquire a permanent, non-exclusive sanitary sewer easement in, on, over, under, across, and through the Easement Property.
- C. Grantor and Grantee have agreed to the terms and consideration for the grant of the Easement, which are hereinafter set forth in this Permanent Sanitary Sewer Easement Agreement (the “Agreement”).

GRANT

Grantor, as its interests may appear and in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent, non-exclusive, sanitary sewer easement in, on, over, under, across, and through the Easement Property for the uses set forth below. (the “Easement”)

TERMS

- 1. Grantor warrants and represents to Grantee that, as the record owner of the Easement Property, Grantor has the requisite power and lawful authority to grant this Easement, free of prior liens and encumbrances which would preclude the Grantee from utilizing the Easement Property for its stated purpose, as reasonably determined by Grantee.
- 2. The Easement is a non-exclusive permanent easement to allow Grantee, its employees, contractors and agents the right to enter, re-enter, occupy, and use the Easement Property for the purpose of accessing, designing, constructing, installing, inspecting, operating, maintaining, repairing, and/or replacing underground and surface municipal sanitary sewer facilities and all related underground and surface appurtenances of such size and capacity as necessary or required by Grantee (the “Utility Improvements”).

3. All activity by Grantee, its employees, contractors, and agents shall be maintained within the boundaries of the Easement Property and upon completion of any construction, reconstruction, repair, or other operations which disturb the surface of the Easement Property, Grantee shall restore the surface of the Easement Property to the condition it was in immediately prior to such disturbance including establishing revegetation, except as otherwise provided herein or as necessarily modified to accommodate the Utility Improvements. Grantee will correct any settling or subsiding that may occur as a result of the work done by the Grantee.

4. Grantee shall exercise its rights under this Agreement in a manner that does not materially interfere with the use of, or access to, the Easement Property by Grantor, its successors and assigns.

5. Grantor retains the right to the undisturbed use and occupancy of the Easement Property, insofar as such use and occupancy are consistent with and do not materially interfere with Grantee's use and enjoyment of the Easement Property or impair any grant or covenant herein contained.

6. Maintenance. Grantee shall maintain the Utility Improvements at its sole cost and expense.

7. Insurance. Prior to the commencement of work by Grantee on the Easement Property, Grantee shall procure and provide evidence to Grantor of: (i) commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (ii) coverage at not less than statutory limits for claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts; and (iii) if applicable, automobile liability insurance, including coverage for non-owned and hired vehicles with a combined single limit for bodily injury and property damage of \$1,000,000. All such policies shall be kept in full force and effect during the term of the grant of this Easement. Grantee shall cause Grantor to be named as an additional insured on such policies of liability insurance and shall provide a certificate of insurance to Grantor.

8. Damages; Indemnification. Except as may be prohibited or limited by applicable law, (i) Grantee and its successors or assigns will be responsible for all costs required to repair damages to the Easement Property and any immediately adjacent property of the Grantor and its successors or assigns caused by Grantee or its permittees in the exercise or maintenance of the rights granted under this Agreement and (ii) to the extent allowable by law, Grantee and its successors or assigns shall indemnify and hold Grantor and its successors or assigns harmless from and against actual loss, cost, expense (including attorneys' fees), claims, demands, causes of action, liability, and damages arising from third-party claims against Grantor (collectively, "Claims") that result from or arise out of any negligent act or omission or the willful misconduct of Grantee or its permittees, successors or assigns; provided, however, such indemnification shall not extend to any Claims caused by or arising from Grantor's negligence or willful misconduct.

9. No Representations or Warranties. Grantee acknowledges and agrees that it is accessing the Easement Property and using the Easement based on its "AS IS" physical condition,

“WITH ALL FAULTS” and in an “AS IS” state of repair. Except for those representations contained in the Purchase and Sale Agreement executed by Grantor and Grantee and in Section 1 above, Grantor expressly disclaims and makes no representations or warranties, whether expressed or implied, to Grantee with respect to the Easement Property, including, without limitation, any of the uses or purposes contemplated by the Easement granted pursuant to this Agreement.

10. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. Grantor shall neither take nor permit any action which would materially impair the lateral or subjacent support for any of the Utility Improvements. Grantor shall not modify the earth cover over any underground Utility Improvements in any manner that would materially impact or adversely affect the underground Utility Improvements without advance written authorization from Grantee, Grantee acknowledges that Grantor has indicated that it intends to build a road over the Easement which may raise the level of cover by 1 – 2 feet. No further permission or consent from Grantee is required for such work or improvement, given all ground disturbance during construction of the proposed improvements by the Grantor will not occur within 5 vertical feet of the top of the sanitary sewer utility. Design drawings of the force main will be provided to Grantor prior to closing. Stockpiling of excavated materials or other heavy loads directly over existing buried utilities for more than 120 days is prohibited.

11. Nothing in this Agreement shall constitute a waiver or release by Grantee of the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. (the “Act”).

12. 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.

13. This Easement runs with the land and shall continue in full force and effect unless sooner terminated by separate agreement between Grantor, its successors and assigns, and Grantee, its successors and assigns.

14. Any notice, demand or election under this Agreement shall be in writing and shall be deemed to have been given for all purposes if sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Grantor: Ice Tong Land & Cattle Company LLC
 Attn: Doug Polson
 P.O. Box 349
 Sedalia, CO 80135

With a copy to: Kumpf, Charsley & Hansen, LLC
 Attn: Scott D. Kumpf, Esq.
 9565 S. Kingston Court
 Suite 100
 Englewood, Colorado 80112

If to Grantee: Town of Castle Rock
Attn: Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

With a copy to: Town of Castle Rock
Attn: Town Attorney's Office
100 N. Wilcox Street
Castle Rock, CO 80104

or as otherwise provided by notice given as set forth in this paragraph. 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.

15. This Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between Grantor and Grantee with respect to the subject matter hereof. Any modification, amendment or extension thereof must be in writing signed by both Grantor and Grantee.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

17. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the County of Douglas, Colorado.

18. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, to the extent permitted by applicable law, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs

19. 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.

Attached Exhibit:

Exhibit A – Easement Property

(Remainder of page intentionally left blank; signature pages to follow)

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

GRANTOR:

ICE TONG LAND & CATTLE COMPANY LLC
a Colorado limited liability company

By (signature): _____

Print Name: _____

Title: _____

STATE OF COLORADO)
) **ss.**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, in their capacity as _____ for ICE TONG LAND & CATTLE COMPANY LLC, a Colorado limited liability company.

Witness my official hand and seal.

My commission expires: _____ . (S E A L)
Notary Public

EXHIBIT A

EASEMENT PROPERTY

[follows this page]

EXHIBIT "A"

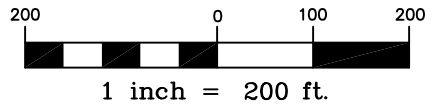
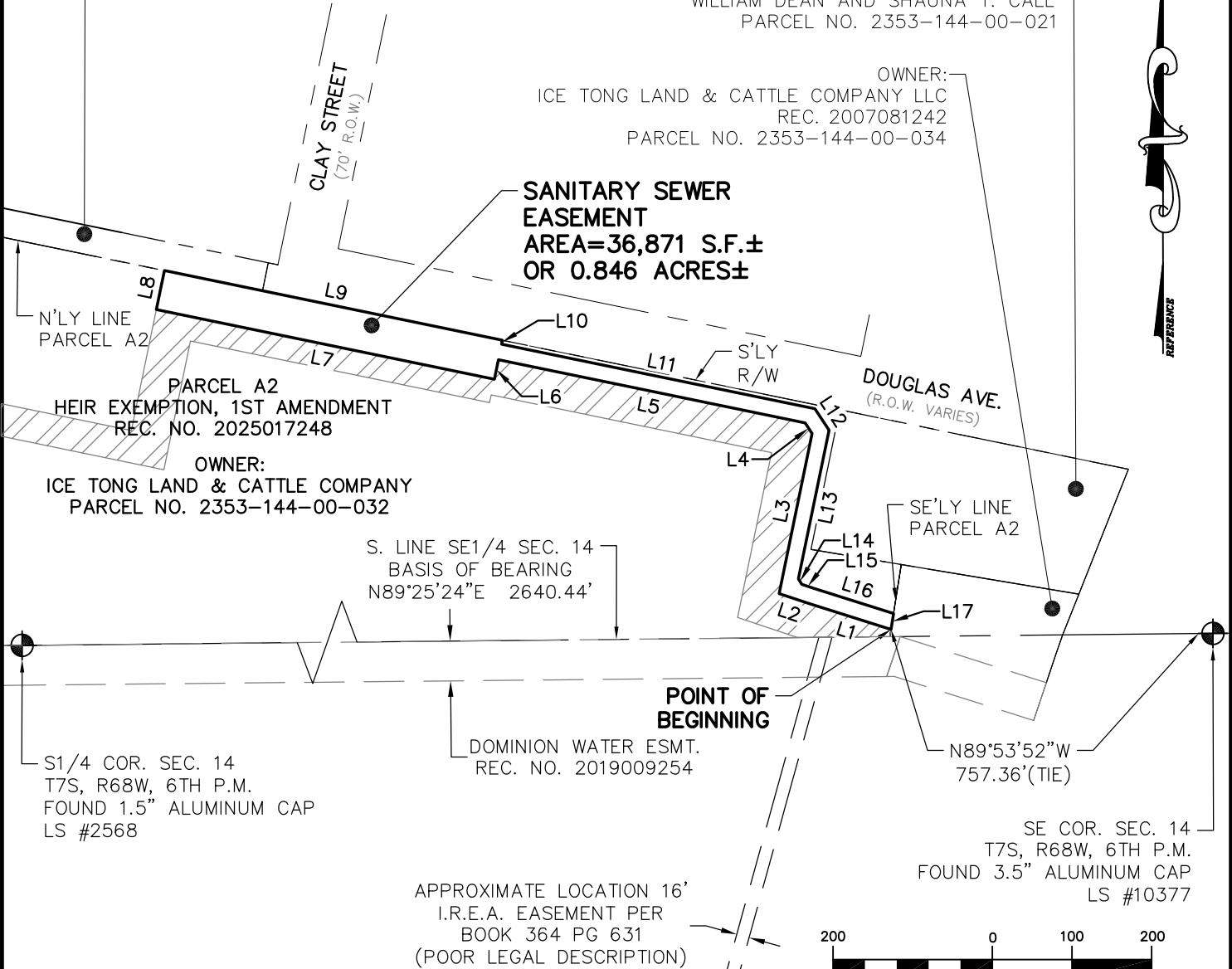
SE1/4 SECTION 14
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

OWNER: ICE TONG LAND & CATTLE COMPANY
REC. 201023577
PARCEL NO. 2353-144-14-022, 020, 024
(VACATED S1/2 DOUGLAS AVE.)

PARCEL B
HEIR EXEMPTION
OWNER:
WILLIAM DEAN AND SHAUNA Y. CALL
PARCEL NO. 2353-144-00-021

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
REC. 2007081242
PARCEL NO. 2353-144-00-034

**SANITARY SEWER
EASEMENT
AREA=36,871 S.F.±
OR 0.846 ACRES±**



- 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: R.U.
CHKD. BY: J.L.
DATE: 01/27/26
SCALE: 1" = 200'

FILE: R14259
SHEET: 1 OF 3
ID#: 2353-144-00-032

SANITARY EASEMENT

LINE TABLE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N72°28'42"W	107.84'
L2	N71°28'42"W	39.75'
L3	N11°38'24"E	205.24'
L4	N33°21'22"W	15.80'
L5	N78°21'21"W	393.25'
L6	S11°38'37"W	25.00'
L7	N78°21'23"W	433.38'
L8	N11°39'31"E	50.03'
L9	S78°21'06"E	433.37'
L10	S11°38'37"W	5.00'
L11	S78°21'21"E	401.53'
L12	S33°21'22"E	32.36'
L13	S11°38'24"W	190.48'
L14	S30°51'36"E	8.09'
L15	S71°28'42"E	16.34'
L16	S72°28'42"E	104.66'
L17	S08°58'39"W	20.22'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF PARCEL A2, HEIR EXEMPTION, 1ST AMENDMENT DESCRIBED AT RECEPTION NO. 2025017248, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

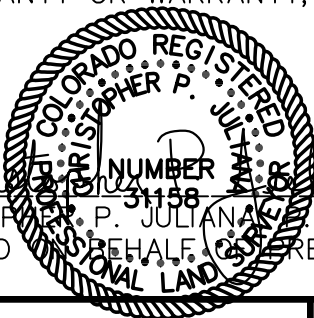
SANITARY SEWER EASEMENT

BEGINNING AT A POINT ON SAID SOUTH LINE, SAID POINT BEARS N89°53'52"W A DISTANCE OF 757.36 FEET FROM SAID SOUTHEAST CORNER;

THENCE N72°28'42"W A DISTANCE OF 107.84 FEET; THENCE N71°28'42"W A DISTANCE OF 39.75 FEET; THENCE N11°38'24"E A DISTANCE OF 205.24 FEET; THENCE N33°21'22"W A DISTANCE OF 15.80 FEET; THENCE N78°21'21"W A DISTANCE OF 393.25 FEET; THENCE S11°38'37"W A DISTANCE OF 25.00 FEET; THENCE N78°21'23"W A DISTANCE OF 433.38 FEET; THENCE N11°39'31"E A DISTANCE OF 50.03 FEET; THENCE S78°21'06"E A DISTANCE OF 433.37 FEET; THENCE S11°38'37"W A DISTANCE OF 5.00 FEET; THENCE S78°21'21"E A DISTANCE OF 401.53 FEET; THENCE S33°21'22"E A DISTANCE OF 32.36 FEET; THENCE S11°38'24"W A DISTANCE OF 190.48 FEET; THENCE S30°51'36"E A DISTANCE OF 8.09 FEET; THENCE S71°28'42"E A DISTANCE OF 16.34 FEET; THENCE S72°28'42"E A DISTANCE OF 104.66 FEET; THENCE S08°58'39"W A DISTANCE OF 20.22 FEET FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 36,871 SQUARE FEET OR 0.846 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



Christopher P. Juliana _____ 01/27/26
CHRISTOPHER P. JULIANA, L.S. 31158 DATE
FOR AND BEHALF OF 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: R.U.
CHKD. BY: J.L.
DATE: 01/27/26
SCALE: 1" = 200'

FILE: R14259
SHEET: 3 OF 3
ID#: 2353-144-00-032

SANITARY EASEMENT

EXHIBIT "A"

SE1/4 SECTION 14
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

PARCEL B

HEIR EXEMPTION

OWNER:
WILLIAM DEAN AND SHAUNA Y. CALL
PARCEL NO. 2353-144-00-021

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N86°13'42"W	27.62'
L2	N72°28'42"W	179.40'
L3	N08°58'39"E	20.22'
L4	S72°28'42"E	179.99'
L5	S86°13'42"E	30.47'
L6	S18°29'39"W	20.68'

S1/4 COR. SEC. 14
T7S, R68W, 6TH P.M.
FOUND 1.5" ALUMINUM CAP
LS #2568

**SANITARY SEWER
EASEMENT
AREA=4,175 S.F.±
OR 0.096 ACRES±**

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
REC. 2007081242
PARCEL NO. 2353-144-00-034

S. LINE SE1/4 SEC. 14
BASIS OF BEARING
N89°25'24"E 2640.44'

W. LINE
REC #2007081242

DOMINION WATER ESMT.
REC. NO. 2019009254

S'LY LINE
REC #2007081242

NW'LY
R/W

OWNER:
ICE TONG LAND & CATTLE
COMPANY LLC
REC. 2007081241
PARCEL NO. 2353-231-00-006

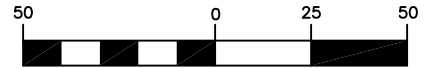
NE1/4 SECTION 23
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

S84°25'52"W
561.37'(TIE)

**POINT OF
BEGINNING**

MANHART ST.
(R/W VARIES)

SE COR. SEC. 14
T7S, R68W, 6TH P.M.
FOUND 3.5" ALUMINUM CAP
LS #10377



1 inch = 50 ft.

- 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: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-034

SANITARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2007081242, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377" FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

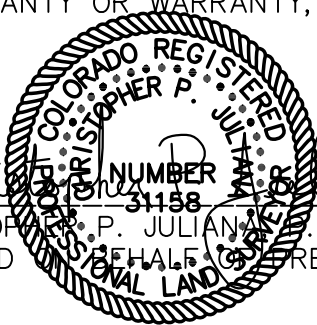
SANITARY SEWER EASEMENT

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MANHART STREET, SAID POINT BEARS S84°25'52"W A DISTANCE OF 561.37 FEET FROM SAID SOUTHEAST CORNER;

THENCE N86°13'42"W A DISTANCE OF 27.62 FEET; THENCE N72°28'42"W A DISTANCE OF 179.40 FEET TO THE WEST LINE OF SAID LANDS; THENCE N08°58'39"E ALONG SAID WEST LINE A DISTANCE OF 20.22 FEET; THENCE S72°28'42"E A DISTANCE OF 179.99 FEET; THENCE S86°13'42"E A DISTANCE OF 30.47 FEET TO SAID NORTHWESTERLY RIGHT-OF-WAY; THENCE S18°29'39"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 20.68 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTH QUARTER CORNER BEARS N89°13'55"W A DISTANCE OF 2081.77 FEET.

SAID PARCEL CONTAINS 4,175 SQUARE FEET OR 0096 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



Christopher P. Juliana 12/10/25
CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

EXHIBIT 3

TEMPORARY EASEMENT w/Exhibits

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Castle Rock Water Sedalia Lift Station & Force Main Project)**

DATE: June 2, 2026.

GRANTOR: ICE TONG LAND & CATTLE COMPANY LLC, a Colorado limited liability company, P.O. Box 349, Sedalia, Colorado 80135 (“Grantor”)

GRANTEE: TOWN OF CASTLE ROCK, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Grantee”) (collectively, Grantor and Grantee shall be referred to as the “Parties”)

RECITALS

A. Grantor is the owner of certain property more particularly described in the legal description and map attached hereto as *Exhibit A* (the “Easement Property”).

B. Grantee has determined that it needs to acquire a temporary construction easement in, on, over, under, across, and through the Easement Property.

C. Grantor and Grantee have agreed to the terms and consideration for the grant of the Easement, which are hereinafter set forth in this Temporary Construction Easement Agreement (the “Agreement”).

GRANT

Grantor, as its interests may appear and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a temporary construction easement in, on, over, under, across, and through the Easement Property for the uses set forth below (the “Easement”).

TERMS

1. The Easement is a temporary construction easement to allow Grantee, its officers, employees, representatives, contractors and agents (collectively, the “Representatives”) the right to enter, re-enter, occupy, and use the Easement Property for the limited and exclusive purpose of constructing a sanitary sewer lift station and twelve-inch sanitary sewer force main and related underground and surface appurtenances (the “Improvements”) as part of the Castle Rock Water Sedalia Lift Station & Force Main Project (the “Project”). Work on the Project shall be conducted during daylight hours, weekdays between 7:00 a.m. and 5:00 p.m., and at other times acceptable to Grantor. Grantee shall notify Grantor a reasonable time prior to Grantee and/or its Representatives entering upon the Property.

2. Grantor represents and warrants to Grantee that, as the record owner of the Easement Property, Grantor has the requisite power and lawful authority to grant this Easement,

free of prior liens and encumbrances which would preclude the Grantee from utilizing the Easement Property for its stated purpose, as reasonably determined by Grantee.

3. The term of the Easement shall commence upon issuance by Grantee of the notice to proceed with construction of the Improvements on the Easement Property and shall expire two (2) years from the date of issuance of the notice to proceed (the "Term"), unless extended in writing by mutual agreement of the Parties. This Agreement shall expire upon expiration of the Term.

4. All activity by Grantee and its Representatives shall be maintained within the Easement Property boundaries. Upon completing construction of the Improvements, Grantee shall restore the surface of the Easement Property to its pre-existing grade and condition including establishing revegetation, except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Grantee will correct any settling or subsiding that may occur as a result of the work done by the Grantee. In addition, Grantee will coordinate with Grantor, as reasonably practicable, regarding the replacement of any fencing and trees on the Easement Property which, after prior notice to Grantor, Grantee has deemed necessary to remove in order to undertake and complete construction of the Improvements. The Parties agree that such restoration work may occur after the Term has ended.

5. Grantee and its Representatives shall use their reasonable best efforts to keep the Easement Property clean and free from refuse and garbage. Further, Grantee and its Representatives shall cause all refuse or garbage to be stored in proper containers and to be promptly removed from the Easement Property upon completion of the work at Grantee's sole cost and expense.

6. Grantee shall exercise its rights under this Agreement in a manner that does not materially interfere with the use of, or access to, the Easement Property by Grantor, its successors and assigns.

7. Grantor retains the right to the undisturbed use and occupancy of the Easement Property, insofar as such use and occupancy are consistent with and do not materially interfere with Grantee's use and enjoyment of the Easement or impair any grant or covenant herein contained.

8. Insurance. Prior to the commencement of work by Grantee on the Easement Property, Grantee shall procure and provide evidence to Grantor of: (i) commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (ii) coverage at not less than statutory limits for claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts; and (iii) if applicable, automobile liability insurance, including coverage for non-owned and hired vehicles with a combined single limit for bodily injury and property damage of \$1,000,000. All such policies shall be kept in full force and effect during the term of the grant of this Easement. Grantee shall cause Grantor to be named as an additional insured on such policies of liability insurance and shall provide a certificate of insurance to Grantor.

9. Damages; Indemnification. Except as may be prohibited or limited by applicable

law, (i) Grantee and its successors or assigns will be responsible for all costs required to repair damages to the Easement Property and any immediately adjacent property of the Grantor and its successors or assigns caused by Grantee or its permittees in the exercise or maintenance of the rights granted under this Agreement and (ii) to the extent allowable by law, Grantee and its successors or assigns shall indemnify and hold Grantor and its successors or assigns harmless from and against actual loss, cost, expense (including attorneys' fees), claims, demands, causes of action, liability, and damages arising from third-party claims against Grantor (collectively, "Claims") that result from or arise out of any negligent act or omission or the willful misconduct of Grantee or its permittees, successors or assigns; provided, however, such indemnification shall not extend to any Claims caused by or arising from Grantor's negligence or willful misconduct.

10. No Representations or Warranties. Grantee acknowledges and agrees that it is accessing the Easement Property and using the Easement based on its "AS IS" physical condition, "WITH ALL FAULTS" and in an "AS IS" state of repair. Except for those representations contained in the Purchase and Sale Agreement executed by Grantor and Grantee and in Section 2 above, Grantor expressly disclaims and makes no representations or warranties, whether expressed or implied, to Grantee with respect to the Easement Property, including, without limitation, any of the uses or purposes contemplated by the Easement granted pursuant to this Agreement.

11. Nothing in this Agreement shall constitute a waiver or release by Grantee of 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.

12. 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, to the extent permitted by applicable law, the prevailing Party shall be entitled to recover its reasonable attorney fees from the other Party.

13. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon and enforceable against the Parties and their respective successors and assigns.

14. Any notice, demand or election under this Agreement shall be in writing and shall be deemed to have been given for all purposes if sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Grantor: Ice Tong Land & Cattle Company, LLC
5273 Horseshoe Trail
P.O. Box 349
Sedalia, CO 80135
Attn: Douglas L. Polson, Manager

With a copy to: Kumpf, Charsley & Hansen LLC
Attn: Scott D. Kumpf, Esq.
9565 S. Kingston Court

Ste. 100
Englewood, Colorado 80112

If to Grantee: Town of Castle Rock – Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Attn: Director of Castle Rock Water

With a copy to: Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104
Attn: Town Attorney

or as otherwise provided by notice given as set forth in this paragraph. 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.

15. This Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between Grantor and Grantee with respect to the subject matter hereof. Any modification, amendment or extension thereof must be in writing signed by both Grantor and Grantee.

16. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

17. Venue for any legal action relating to this Agreement shall lie in the district court in and for the County of Douglas, Colorado.

Attached Exhibit:

Exhibit A – Easement Property

GRANTEE:

ATTEST

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, 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 _____, 2026, by David L. Corliss, as Town Manager, and Lisa Anderson, as Town Clerk, of 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
(to be inserted)

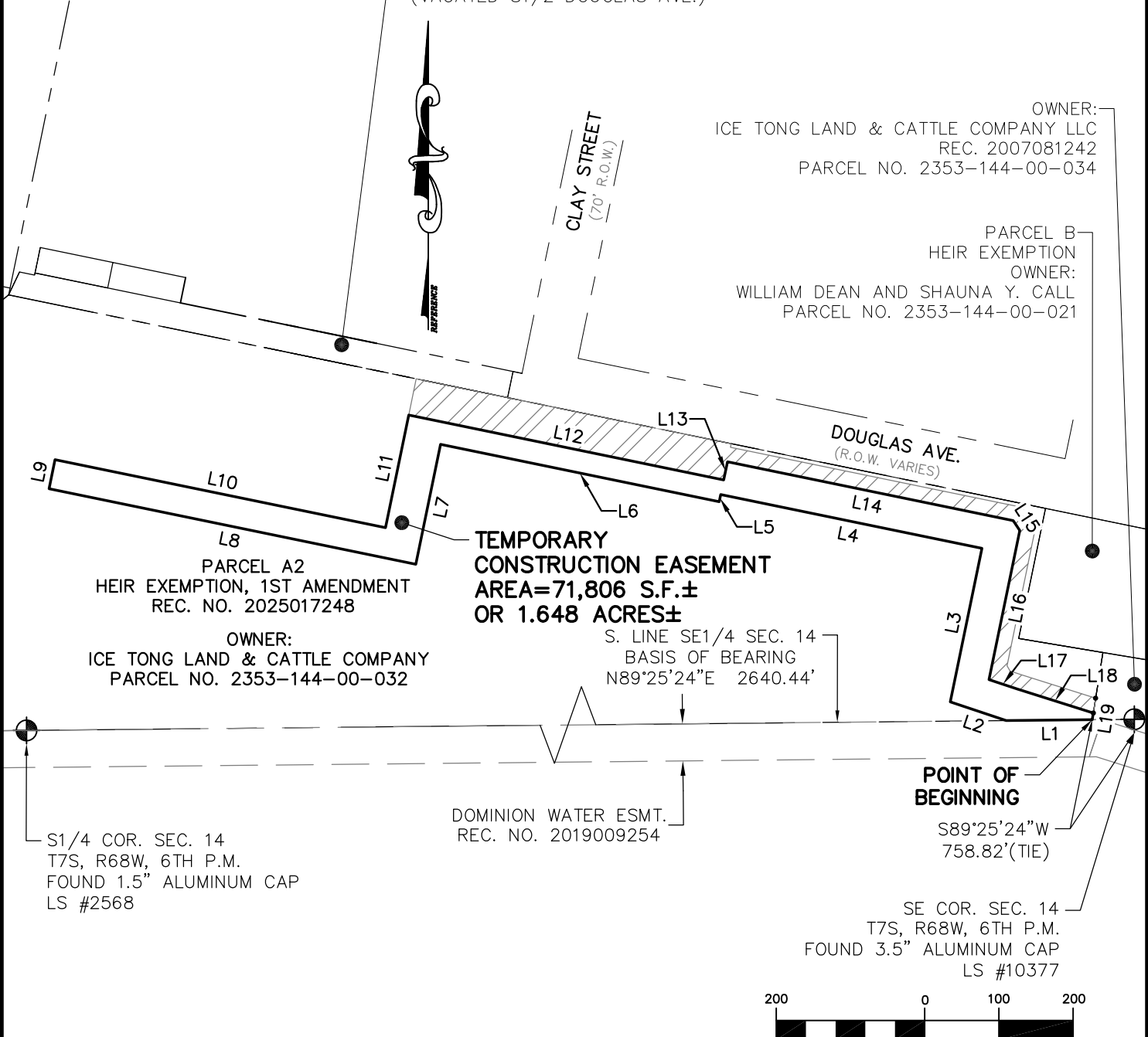
EXHIBIT "A"

OWNER: ICE TONG LAND & CATTLE COMPANY
 REC. 201023577
 PARCEL NO. 2353-144-14-022, 020, 024
 (VACATED S1/2 DOUGLAS AVE.)

SE1/4 SECTION 14
 T7S, R68W, 6TH P.M.
 DOUGLAS COUNTY

OWNER:
 ICE TONG LAND & CATTLE COMPANY LLC
 REC. 2007081242
 PARCEL NO. 2353-144-00-034

PARCEL B
 HEIR EXEMPTION
 OWNER:
 WILLIAM DEAN AND SHAUNA Y. CALL
 PARCEL NO. 2353-144-00-021



PARCEL A2
 HEIR EXEMPTION, 1ST AMENDMENT
 REC. NO. 2025017248

OWNER:
 ICE TONG LAND & CATTLE COMPANY
 PARCEL NO. 2353-144-00-032

**TEMPORARY
 CONSTRUCTION EASEMENT**
 AREA=71,806 S.F.±
 OR 1.648 ACRES±

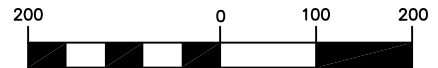
S. LINE SE1/4 SEC. 14
 BASIS OF BEARING
 N89°25'24"E 2640.44'

S1/4 COR. SEC. 14
 T7S, R68W, 6TH P.M.
 FOUND 1.5" ALUMINUM CAP
 LS #2568

DOMINION WATER ESMT.
 REC. NO. 2019009254

POINT OF BEGINNING
 S89°25'24"W
 758.82'(TIE)

SE COR. SEC. 14
 T7S, R68W, 6TH P.M.
 FOUND 3.5" ALUMINUM CAP
 LS #10377



1 inch = 200 ft.

- 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: R.U.
 CHKD. BY: J.L.
 DATE: 03/05/26
 SCALE: 1" = 200'

FILE: R14259
 SHEET: 1 OF 2
 ID#: 2353-144-00-032

TEMPORARY EASEMENT

LINE TABLE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°25'24"W	115.89'
L2	N71°28'42"W	79.46'
L3	N11°38'24"E	211.30'
L4	N78°21'21"W	359.42'
L5	S11°38'37"W	10.00'
L6	N78°21'21"W	383.39'
L7	S11°39'31"W	164.99'
L8	N78°21'28"W	504.53'
L9	N11°38'32"E	40.00'
L10	S78°21'28"E	454.54'
L11	N11°39'31"E	154.98'
L12	S78°21'23"E	433.38'
L13	N11°38'37"E	25.00'
L14	S78°21'21"E	393.25'
L15	S33°21'22"E	15.80'
L16	S11°38'24"W	205.24'
L17	S71°28'42"E	39.75'
L18	S72°28'42"E	107.84'
L19	S08°58'39"W	9.09'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF PARCEL A2, HEIR EXEMPTION, 1ST AMENDMENT DESCRIBED AT RECEPTION NO. 2025017248, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

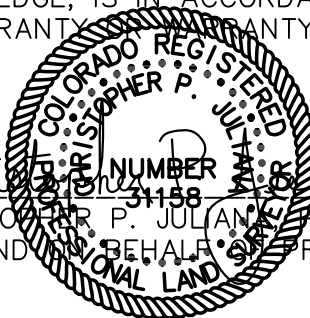
TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT ON SAID SOUTH LINE, SAID POINT BEARS S89°25'24"W A DISTANCE OF 758.82 FEET FROM SAID SOUTHEAST CORNER;

THENCE S89°25'24"W ALONG SAID SOUTH LINE A DISTANCE OF 115.89 FEET; THENCE N71°28'42"W A DISTANCE OF 79.46 FEET; THENCE N11°38'24"E A DISTANCE OF 211.30 FEET; THENCE N78°21'21"W A DISTANCE OF 359.42 FEET; THENCE S11°38'37"W A DISTANCE OF 10.00 FEET; THENCE N78°21'21"W A DISTANCE OF 383.39 FEET; THENCE S11°39'31"W A DISTANCE OF 164.99 FEET; THENCE N78°21'28"W A DISTANCE OF 504.53 FEET; THENCE N11°38'32"E A DISTANCE OF 40.00 FEET; THENCE S78°21'28"E A DISTANCE OF 454.54 FEET; THENCE N11°39'31"E A DISTANCE OF 154.98 FEET; THENCE S78°21'23"E A DISTANCE OF 433.38 FEET; THENCE N11°38'37"E A DISTANCE OF 25.00 FEET; THENCE S78°21'21"E A DISTANCE OF 393.25 FEET; THENCE S33°21'22"E A DISTANCE OF 15.80 FEET; THENCE S11°38'24"W A DISTANCE OF 205.24 FEET; THENCE S71°28'42"E A DISTANCE OF 39.75 FEET; THENCE S72°28'42"E A DISTANCE OF 107.84 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE S08°58'39"W ALONG SAID EASTERLY LINE A DISTANCE OF 9.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 71,806 SQUARE FEET OR 1.648 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



Christopher P. Juliana 03/05/26
CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND ON BEHALF OF 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: R.U.
CHKD. BY: J.L.
DATE: 03/05/26
SCALE: 1" = 200'

FILE: R14259
SHEET: 3 OF 3
ID#: 2353-144-00-032

TEMPORARY EASEMENT

EXHIBIT "A"

SE1/4 SECTION 14
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

PARCEL B
HEIR EXEMPTION

OWNER:
WILLIAM DEAN AND SHAUNA Y. CALL
PARCEL NO. 2353-144-00-021

N1/4 COR. SEC. 23
T7S, R68W, 6TH P.M.
FOUND 1.5" ALUMINUM CAP
LS #2568

**TEMPORARY
CONSTRUCTION
EASEMENT**
AREA=2,434 S.F.±
OR 0.056 ACRES±

N. LINE NE1/4 SEC. 23
BASIS OF BEARING
N89°25'24"E 2640.44'

W. LINE
REC #2007081242

**POINT OF
BEGINNING**

OWNER:
ICE TONG LAND & CATTLE
COMPANY LLC
REC. 2007081242
PARCEL NO. 2353-144-00-034

S89°25'24"W
745.93'(TIE)

DOMINION WATER ESMT.
REC. NO. 2019009254

DOMINION WATER ESMT.
REC. NO. 2019009254

S'LY LINE
REC #2007081242

SE'LY LINE
PARCEL NO. 2353-231-00-009

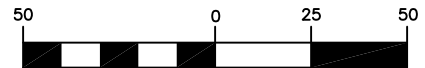
OWNER:
ICE TONG LAND & CATTLE
COMPANY LLC
REC. 2007081241
PARCEL NO. 2353-231-00-006

NE COR. SEC. 23
T7S, R68W, 6TH P.M.
FOUND 3.5" ALUMINUM CAP
LS #10377

NE1/4 SECTION 23
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S18°34'29"W	40.01'
L2	N72°28'42"W	121.07'
L3	N71°28'42"W	0.58'
L4	N89°25'24"E	128.75'

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
REC. NO. 2008062329
PARCEL NO. 2353-231-00-009



1 inch = 50 ft.

- 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: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-034

TEMPORARY EASEMENT

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2008062329 FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14 TO A 3.5" ALUMINUM CAP STAMPED "LS #10377" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23;

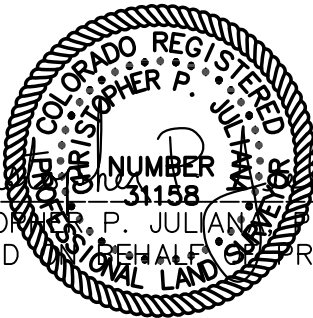
TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, AND BEING ON SAID NORTH LINE SAID POINT BEARS S89°25'24"W A DISTANCE OF 745.93 FEET FROM SAID NORTHEAST CORNER;

THENCE S18°34'29"W ALONG THE SOUTHEASTERLY LINE OF SAID LANDS A DISTANCE OF 40.01 FEET; THENCE N72°28'42"W A DISTANCE OF 121.07 FEET; THENCE N71°28'42"W A DISTANCE OF 0.58 FEET TO SAID NORTH LINE; THENCE N89°25'24"E ALONG SAID NORTH LINE A DISTANCE OF 128.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,434 SQUARE FEET OR 0.056 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



Christopher P. Juliana 12/10/25
CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

EXHIBIT "A"

SE1/4 SECTION 14
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

PARCEL B

HEIR EXEMPTION

OWNER:
WILLIAM DEAN AND SHAUNA Y. CALL
PARCEL NO. 2353-144-00-021

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S18°29'39"W	40.00'
L2	N72°28'42"W	192.49'
L3	N18°34'29"E	40.01'
L4	S72°28'30"E	192.43'

N1/4 COR. SEC. 23
T7S, R68W, 6TH P.M.
FOUND 1.5" ALUMINUM CAP
LS #2568

**TEMPORARY
CONSTRUCTION
EASEMENT
AREA=7,699 S.F.±
OR 0.177 ACRES±**

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
REC. 2007081242
PARCEL NO. 2353-144-00-034

N. LINE NE1/4 SEC. 23
BASIS OF BEARING
N89°25'24"E 2640.44'

S83°21'44"W
566.20'(TIE)

DOMINION WATER ESMT.
REC. NO. 2019009254

N'LY LINE
REC #2007081241

NW'LY LINE
REC. NO. 2007081241

NW'LY
R/W

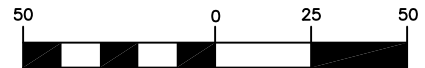
POINT OF
BEGINNING

MANHART ST.
(R/W VARIES)

OWNER:
ICE TONG LAND & CATTLE
COMPANY LLC
REC. 2007081241
PARCEL NO. 2353-231-00-006

NE1/4 SECTION 23
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

NE COR. SEC. 23
T7S, R68W, 6TH P.M.
FOUND 3.5" ALUMINUM CAP
LS #10377



1 inch = 50 ft.

- 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: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-034

TEMPORARY EASEMENT

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF RECEPTION NUMBER 2007081241, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14 TO A 3.5" ALUMINUM CAP STAMPED "LS #10377" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23;

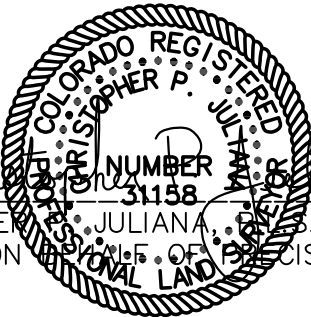
TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MANHART STREET, SAID POINT BEARS S83°21'44"W A DISTANCE OF 566.20 FEET FROM SAID NORTHEAST CORNER;

THENCE S18°29'39"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 40.00 FEET; THENCE N72°28'42"W A DISTANCE OF 192.49 FEET TO THE NORTHWESTERLY LINE OF SAID LANDS; THENCE N18°34'29"E ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 40.01 FEET TO THE NORTHERLY LINE OF SAID LANDS; THENCE S72°28'30"E ALONG SAID NORTHERLY LINE A DISTANCE OF 192.43 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTH QUARTER CORNER BEARS N88°55'41"W A DISTANCE OF 2078.28 FEET.

SAID PARCEL CONTAINS 7,699 SQUARE FEET OR 0.177 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



Christopher P. Juliana

12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

EXHIBIT "A"

SE1/4 SECTION 14
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

PARCEL B

HEIR EXEMPTION

OWNER:
WILLIAM DEAN AND SHAUNA Y. CALL
PARCEL NO. 2353-144-00-021

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S18°29'19"W	11.57'
L2	N72°28'30"W	192.43'
L3	S89°25'24"W	12.89'
L4	N08°58'39"E	9.10'
L5	S72°28'42"E	179.40'
L6	S86°13'42"E	27.62'

**TEMPORARY
CONSTRUCTION EASEMENT
AREA=1,142 S.F.±
OR 0.026 ACRES±**

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
REC. 2007081242
PARCEL NO. 2353-144-00-034

S. LINE SE1/4 SEC. 14
BASIS OF BEARING
N89°25'24"E 2640.44'

S84°25'52"W
561.37'(TIE)

POINT OF BEGINNING

DOMINION WATER ESMT.
REC. NO. 2019009254

S'LY LINE
REC #2007081242

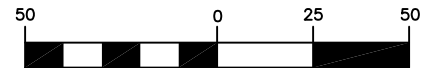
NW'LY
R/W

MANHART ST.
(R/W VARIES)

OWNER:
ICE TONG LAND & CATTLE
COMPANY LLC
REC. 2007081241
PARCEL NO. 2353-231-00-006

NE1/4 SECTION 23
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

SE COR. SEC. 14
T7S, R68W, 6TH P.M.
FOUND 3.5" ALUMINUM CAP
LS #10377



1 inch = 50 ft.

- 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: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-034

TEMPORARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2007081242, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

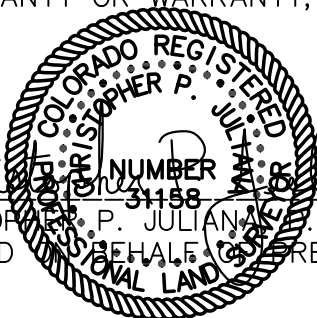
TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MANHART STREET, SAID POINT BEARS S84°25'52"W A DISTANCE OF 561.37 FEET FROM SAID SOUTHEAST CORNER;

THENCE S18°29'19"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 11.57 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE N72°28'30"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 192.43 FEET TO SAID SOUTH LINE; THENCE S89°25'24"W ALONG SAID SOUTH LINE A DISTANCE OF 12.89 FEET TO THE WEST LINE OF SAID LANDS; THENCE N08°58'39"E ALONG SAID WEST LINE A DISTANCE OF 9.10 FEET; THENCE S72°28'42"E A DISTANCE OF 179.40 FEET; THENCE S86°13'42"E A DISTANCE OF 27.62 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTH QUARTER CORNER BEARS N89°13'55"W A DISTANCE OF 2081.77 FEET.

SAID PARCEL CONTAINS 1,142 SQUARE FEET OR 0.026 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



Christopher P. Juliana 12/10/25
CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND BEHALF OF PRECISION SURVEY & MAPPING, INC.