

PUBLIC WATERLINE UTILITY EASEMENT AGREEMENT

THIS PUBLIC WATERLINE UTILITY EASEMENT AGREEMENT (“Agreement”) is made this ____ day of May, 2025, by and among RG LAKOTA GOLF LLC, a Colorado limited liability company (“Grantor”), and the TOWN OF NEW CASTLE, a Colorado home rule municipality (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner of that certain real property described on Exhibit “A” attached hereto (“Grantor Property”).

WHEREAS, Grantee is the owner and operator of a domestic water system with existing waterline and related water utility infrastructure (“Existing Infrastructure”), a portion of which is already located within the Utility Easement (defined below) on the Grantor Property.

WHEREAS, Grantee desires to extend the Existing Infrastructure west across a portion of the Grantor Property to provide water utility service to additional land within the Town of New Castle and to connect it to other infrastructure owned by Grantee.

WHEREAS, Grantor has agreed to grant to Grantee an easement over the Grantor Property for the extension of the Existing Infrastructure as set forth herein.

AGREEMENT

NOW, THEREFORE, the parties hereto, each acknowledging and accepting the receipt of good and sufficient consideration from the making of this Agreement, agree as follows:

1. **Grant of Easement**. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive fifteen-foot-wide easement on, over, under, and across the Grantor Property in the location described and depicted on Exhibit B hereto (the “Utility Easement”). In connection with the initial construction and installation of the New Infrastructure (defined below) and with any future repair or replacement thereof, Grantee shall have the right to conduct temporary construction and excavation activities up to ten feet outside the Utility Easement boundaries for the full length of the Utility Easement, subject to satisfaction of Grantee’s obligations under Section 3, below. In connection with the initial construction of the water line by Grantee, Grantee shall install or cause to be installed at the location of each of the two ninety-degree turns in the water line a “Tee Fitting” or other appropriate fitting to provide a future connection point for Grantor. Each such fitting connection will be equipped with a gate valve and cap, all as generally shown on Exhibit C.

2. **Purpose of Utility Easement**. The purpose of the Utility Easement shall be for access, inspection, construction, operation, use, maintenance, repair, and replacement of a new waterline and related water utility infrastructure (the “New Infrastructure”). The Utility Easement may be used by Grantee and its employees, agents, representatives, and contractors. No structures or other improvements other than those necessary for access to and installation, inspection/testing, use,

maintenance, repair, and replacement of underground water utility infrastructure shall be placed above ground within the Utility Easement.

3. Limitation on Surface Use. The New Infrastructure shall be installed within the Utility Easement and wholly underground except for such infrastructure and improvements as are customarily and necessarily located above ground. The Utility Easement is limited to the purposes described in Section 2 and those activities incidental to and reasonably necessary for access, inspection/testing, construction, operation, use, maintenance, repair, and replacement of the New Infrastructure, the Existing Infrastructure to the extent it is located within the Utility Easement, and their appurtenant facilities. None of such activities shall unreasonably interfere with Grantor's use and enjoyment of the Grantor Property. Grantee shall at all times cause the areas of the Grantor Property affected by the activities provided for herein to be promptly restored to their pre-activity condition at Grantee's sole cost and expense within nine months after the completion of such work by Grantee. Should Grantee fail to do so, Grantor may restore the same at Grantee's cost and expense.

4. Cost and Timing of Installation. The work and associated cost of installing the New Infrastructure and any future repair, maintenance, or replacement thereof shall be the responsibility of Grantee or other third parties, and Grantor shall incur no cost or performance obligations associated therewith; provided, however, that Grantor shall be responsible, at its cost and expense, for repairing any damage done to the New or Existing Infrastructure by Grantor or its employees, agents, contractors, or representatives. The initial construction and installation of the New Infrastructure will commence and conclude during the period that golf operations at the Lakota Links golf course are closed for the season.

5. Future Connection. As additional consideration for the granting of the Utility Easement, Grantor shall have the right, at Grantor's cost and expense, to connect to the New Infrastructure and Grantor's water system, subject to (i) compliance with all public works and other requirements of Grantee related to the connection and use of Grantee's water infrastructure and supply, and (ii) payment of required tap fees at the price in effect at the time of connection.

6. Appropriation. Nothing herein shall be construed or interpreted: (a) to directly or indirectly obligate Grantee to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a donation or grant to or in aid of any person, company, or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution. All payment obligations of Grantee are expressly conditioned upon the continuing availability of funds beyond the term of Grantee's current fiscal period ending upon the next succeeding December 31.

7. Immunity. Nothing herein shall be construed as a waiver, or partial waiver, of Grantee's immunity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Covenants Running with the Land; Binding Effect. The rights and interests herein granted shall constitute a burden upon the Grantor Property and shall constitute a covenant running

with the land as to the Grantor Property. This Agreement shall be binding upon the Grantor, the Grantee, and their respective grantees, successors, and assigns.

9. Notices. Any notice required or which may be provided herein shall be deemed given when deposited in the United States mails, postage prepaid, addressed to the Grantor and the Grantee at their last known addresses.

10. Entire Agreement; Modifications. This Agreement contains the entire understanding of the parties regarding the subject matter hereof. There are no representations, warranties, obligations, or understandings regarding the subject matter hereof other than those set forth in this Agreement. This Agreement may not be modified or amended except in a writing executed by all parties.

11. Counterparts. This Agreement may be executed in multiple counterparts all of which when taken together shall constitute an original.

12. Governing Law. The law of Colorado shall govern the validity, construction, performance, and enforcement of this Agreement. The forum for resolution of any and all disputes arising under this Agreement is the District Court in and for Garfield County, Colorado.

13. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to or arising from the provisions of this Agreement or the provisions contained herein, the primarily prevailing party shall be entitled to recover legal fees and related expenses (both court costs and costs of any expert witnesses or consultants) including, without limitation, all post-judgment fees and expenses and costs of collection. Grantee agrees to reimburse Grantor for its attorneys' fees incurred in connection with the review and drafting of this Agreement in an amount not to exceed \$1,500.00.

14. Recording. This Agreement shall be recorded in the real property records maintained by the Garfield County Clerk and Recorder.

[space intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this easement on the day herein above first written.

GRANTOR

RG Lakota Golf, LLC, a Colorado limited liability company

By: _____
Dwayne Romero, Manager

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

The foregoing was acknowledged before me this ____ day of _____, 2025, by Dwayne Romero, Manager of RG Lakota Golf, LLC, a Colorado limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

GRANTEE

Town of New Castle, a Colorado home rule municipality

By: _____
Art Riddile, Mayor

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

The foregoing was acknowledged before me this ____ day of _____,
2025, by Art Riddile, Mayor of the Town of New Castle, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT A
Grantor Property Legal Description

Parcel A1, Third Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch (Formerly Eagles Ridge Ranch), Recorded December 23, 2024, at Reception No. 1003262

County of Garfield
State of Colorado

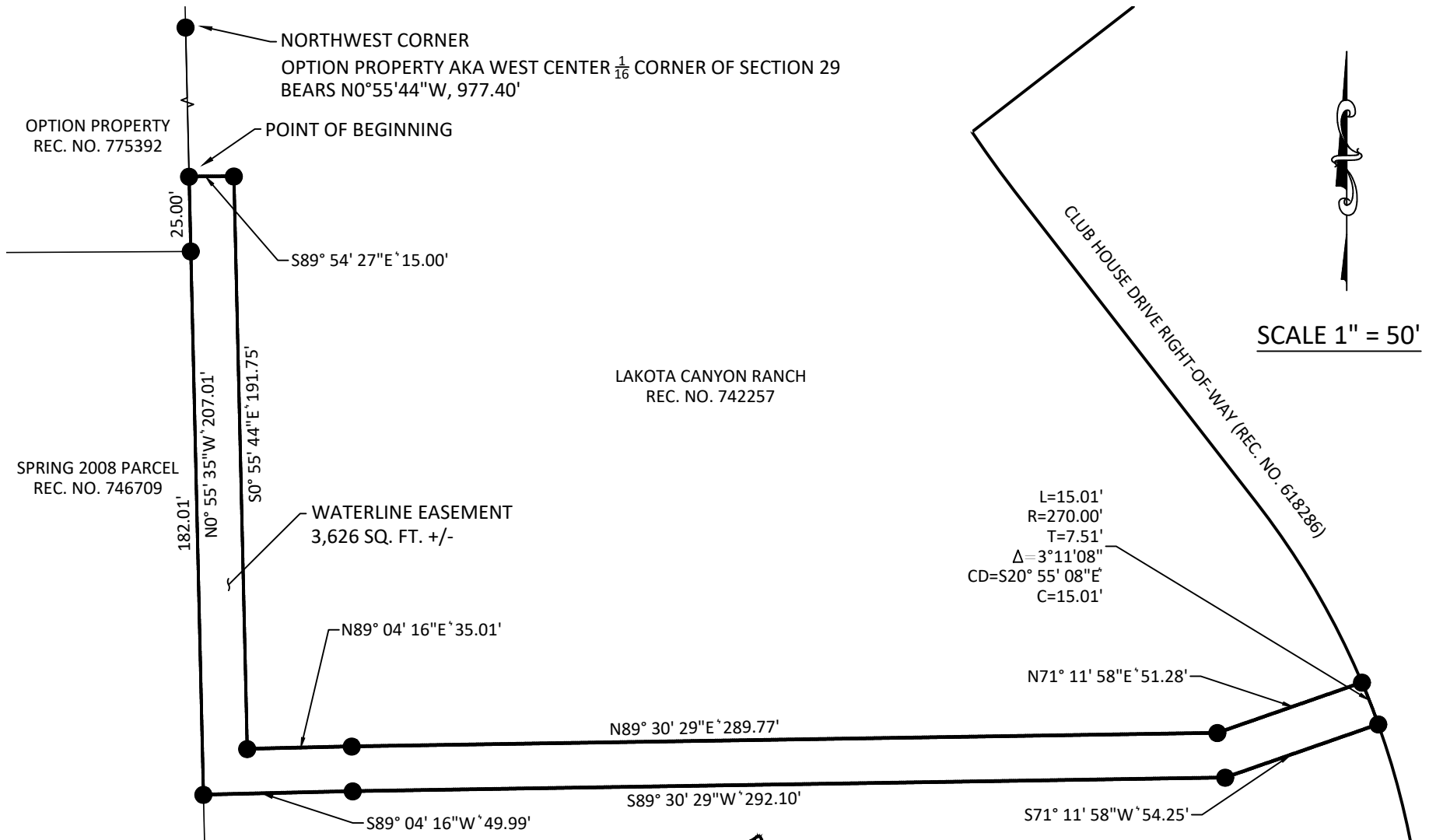
EXHIBIT B
Utility Easement Diagram

EASEMENT EXHIBIT

LAKOTA RANCH WATERLINE EASEMENT

SW1/4 OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.,
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO.

SHEET 1 OF 2



NOTICE: 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 FROM THE DATE
OF CERTIFICATION SHOWN HEREON.



SOPRIS ENGINEERING LLC

502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623

(970) 704 0311 • soprisengineering.com

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LAKOTA RANCH WATERLINE EASEMENT

SW1/4 OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.,
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO.

SHEET 2 OF 2

WATERLINE EASEMENT

A WATERLINE EASEMENT SITUATED WITHIN LAKOTA CANYON RANCH PER THE SECOND AMENDED PLAT THEREOF RECORDED FEBRUARY 4, 2008 AS RECEPTION NO. 742257 OF THE GARFIELD COUNTY RECORDS, SAID EASEMENT ALSO SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE COMMON BOUNDARY OF SAID LAKOTA CANYON RANCH AND THE OPTION PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED SEPTEMBER 21, 2009 AS RECEPTION NO. 775392 OF SAID COUNTY RECORDS FROM WHENCE THE NORTHEAST CORNER OF SAID OPTION PROPERTY (ALSO THE WEST CENTER $\frac{1}{16}$ OF SAID SECTION 29) BEARS N00°55'44"W, A DISTANCE OF 977.40 FEET; THENCE THE FOLLOWING FIVE (5) COURSES:

1. S89°54'27"E, 15.00 FEET;
2. S00°55'44"E, 191.75 FEET;
3. N89°04'16"E, 35.01 FEET;
4. N89°30'29"E, 289.77 FEET;
5. N71°11'58"E, 51.28 FEET TO A POINT ON WESTERLY RIGHT-OF-WAY FOR CLUB HOUSE DRIVE, PER THE PLAT OF LAKOTA CANYON RANCH, FILING NO. 1 RECORDED JANUARY 8, 2003 AS RECEPTION NO. 618286 AT SAID COUNTY RECORDS; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY 15.01 FEET ALONG THE ARC OF A CURVE TO RIGHT, HAVING A RADIUS OF 270.00 FEET; AN INCLUDED ANGLE OF 03°11'08" (CHORD BEARS S20°55'08"E, A DISTANCE OF 15.01 FEET); THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:
 1. S71°11'58"W, 54.25 FEET;
 2. S89°30'29"W, 292.10 FEET;
 3. S89°04'16"W, 49.99 FEET TO A POINT ON THE COMMON BOUNDARY OF SAID LAKOTA CANYON RANCH AND THE SPRING 2008 PARCEL AS DESCRIBED IN THE PLAT RECORDED APRIL 17, 2008 AS RECEPTION NO. 746709 OF SAID COUNTY RECORDS; THENCE ALONG SAID COMMON BOUNDARY N00°55'35"W, A DISTANCE OF 182.01 FEET TO THE CORNER COMMON TO SAID SPRING 2008 PARCEL, SAID LAKOTA CANYON RANCH AND SAID OPTION PROPERTY; THENCE LEAVING SAID COMMON BOUNDARY AND ALONG SAID COMMON BOUNDARY OF SAID LAKOTA CANYON RANCH AND SAID OPTION PROPERTY N00°55'35"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,626 SQUARE FEET, MORE OR LESS.

NOTICE: 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 FROM THE DATE OF
CERTIFICATION SHOWN HEREON.

SOPRIS ENGINEERING LLC

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EXHIBIT C
Tee Valve Diagram

