



COLORADO

Colorado Water Conservation Board

Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203
303-866-3441

December 10, 2020

The Town of Eagle
PO Box 609
Eagle, CO 81631

Subject: Loan Contract No. C-153313
Loan Compliance Confirmation

Attached for your records are the original documents relative to the agreement between the Town of Eagle, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C-153313. The documents have been stamped "PAID IN FULL" denoting that the terms of the agreement have been satisfied in full by the Town.

Should you have any questions, please contact me at Telephone No. (303) 866-3441, ext 3205 or email at lauren.miremont@state.co.us. If we can be of any further assistance to you in the near future, please let us know.

Sincerely,

Lauren Miremont

Lauren Miremont
Finance Manager
Finance Section

Attachments

cc: CWCB Files



The Colorado Water Conservation Board ("Grantor"), whose address is 1313 Sherman Street, Room 718, Denver, Colorado, 80203, City and County of Denver, State of Colorado, hereby quit claims to Town of Eagle. ("Borrower"), whose address is 500 Broadway, Eagle, CO 81631, County of Eagle, State of Colorado, the following property, to wit:

Executed this 14th day of October, 2020.

STATE OF COLORADO
Department of Natural Resources,
Colorado Water Conservation Board

By KC Russell 10/14/20
Kirk Russell, P. E., Section Chief

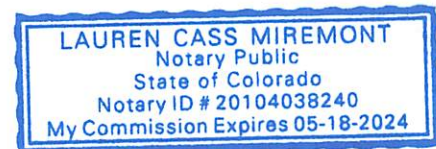
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of October 2020, by Kirk Russell, as Section Chief, of the Colorado Water Conservation Board, on behalf of the State of Colorado. Witness my hand and official seal.



Notary Public

My commission expires May 18 2024



STATE OF COLORADO
WATER CONSERVATION BOARD

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the Town of Eagle, whose address is P.O. Box 609, Eagle, Colorado 81631 of the County of Eagle and State of Colorado, Grantor(s),

for the consideration of Two-hundred fifty thousand

Dollars (\$ 250,000.00), and other good and valuable consideration in hand paid, does hereby SELL and CONVEY to the State of Colorado, Grantee, and its assigns, the following real property situate

in the County of Eagle and State of Colorado, to wit:
one million gallon storage tank, 4200 feet of fourteen inch pipe, altitude control valve, vault and associated electronic equipment located as described on the attached deed dated June 9, 1980.

STATE DOCUMENTARY FEE

JUN 30 1981

\$ 25.00 pd

with all the appurtenances, and WARRANT the title to the same.

This conveyance is made subject to any reservations and exceptions contained in the patent from the State of Colorado, existing easements for roads, ditches, canals, electric power and telephone lines, and a deed of trust in favor of the State of Colorado, recorded in Book _____, on Page _____, of the records of Eagle County, Colorado, and given to secure the payment of \$ 250,000.00.

Signed and delivered this _____ day of _____, 19 ____.

X James H. Seabry

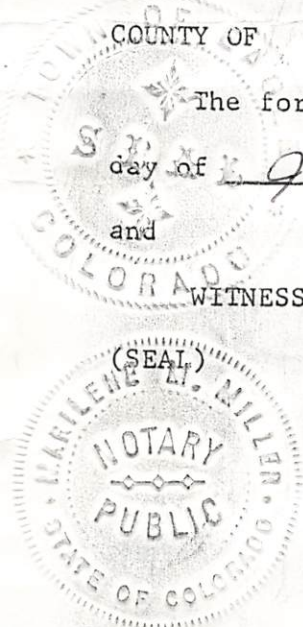
STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 23rd day of June, 19 81, by

and James H. Seabry, Mayor

WITNESS my hand and official seal.

Marlene M. Miller



No. _____

WARRANTY DEED

TO

STATE OF COLORADO)

) ss.

County of _____)

I hereby certify that this instrument was
filed for record in my office this _____

day of _____, A.D. 19____,

at _____ o'clock __.M., and duly

recorded in Book _____,

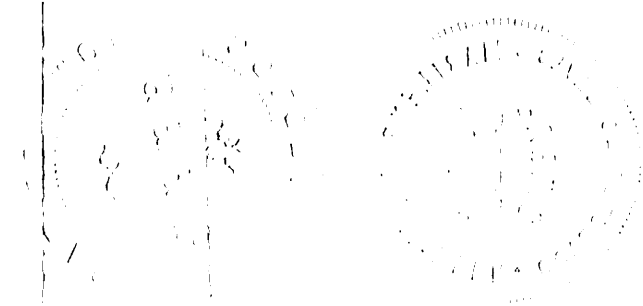
Page _____.

Recorder

By _____

Deputy

Mail to: _____



RECORDER'S STAMP

STATE DOCUMENTARY FEE

JUN 10 1980

\$ 102.27(9)

THIS DEED, Made this 9th day of June, 1980,

between Loren G. Chambers

of the County of Eagle and state of
Colorado, of the first part, and

The Town of Eagle, Colorado,

whose legal address is P.O. Box 609
Eagle, Colorado 81631of the County of Eagle and state of
Colorado, of the second part,

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of

TEN AND NO/100

DOLLARS,

to the said part Y of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do es remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot or parcel of land situate, lying and being in the County of Eagle and State of Colorado, to wit: A perpetual easement for the construction, placement, maintenance and repair of a water storage tank, water transmission lines and related facilities, on the following real property:

A Parcel of Land situate within Tract 47, Section 29, Township 4 South, Range 84 West of the Sixth Principal Meridian, Eagle County, Colorado, being more particularly described as follows:

Beginning at a point in the fence line along the Westerly Side of a road locally known as Eby Creek Road whence the Southeast Corner of Tract 47 of said Section 29 bears S. 17° 35' 02" E. a distance of 446.90 feet; thence S. 77° 06' 38" W. a distance of 100.84 feet; thence N. 34° 26' 30" W. a distance of 200.00 feet; thence N. 45° 03' 37" W. a distance of 100.97 feet; thence N. 12° 52' 43" W. a distance of 137.13 feet; thence N. 77° 06' 44" E. a distance of 228.04 feet to a point in the fence line along the westerly side of said Eby Creek Road, thence southerly along said fence line approximately 408.60 feet to the place of beginning. Said parcel containing 1.70 acres, more or less,

also known as street and number

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part Y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

[SEAL]

Loren G. Chambers

[SEAL]

[SEAL]

[SEAL]

STATE OF COLORADO,

County of Eagle

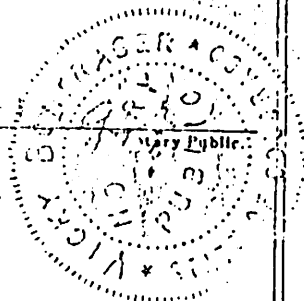
ss.

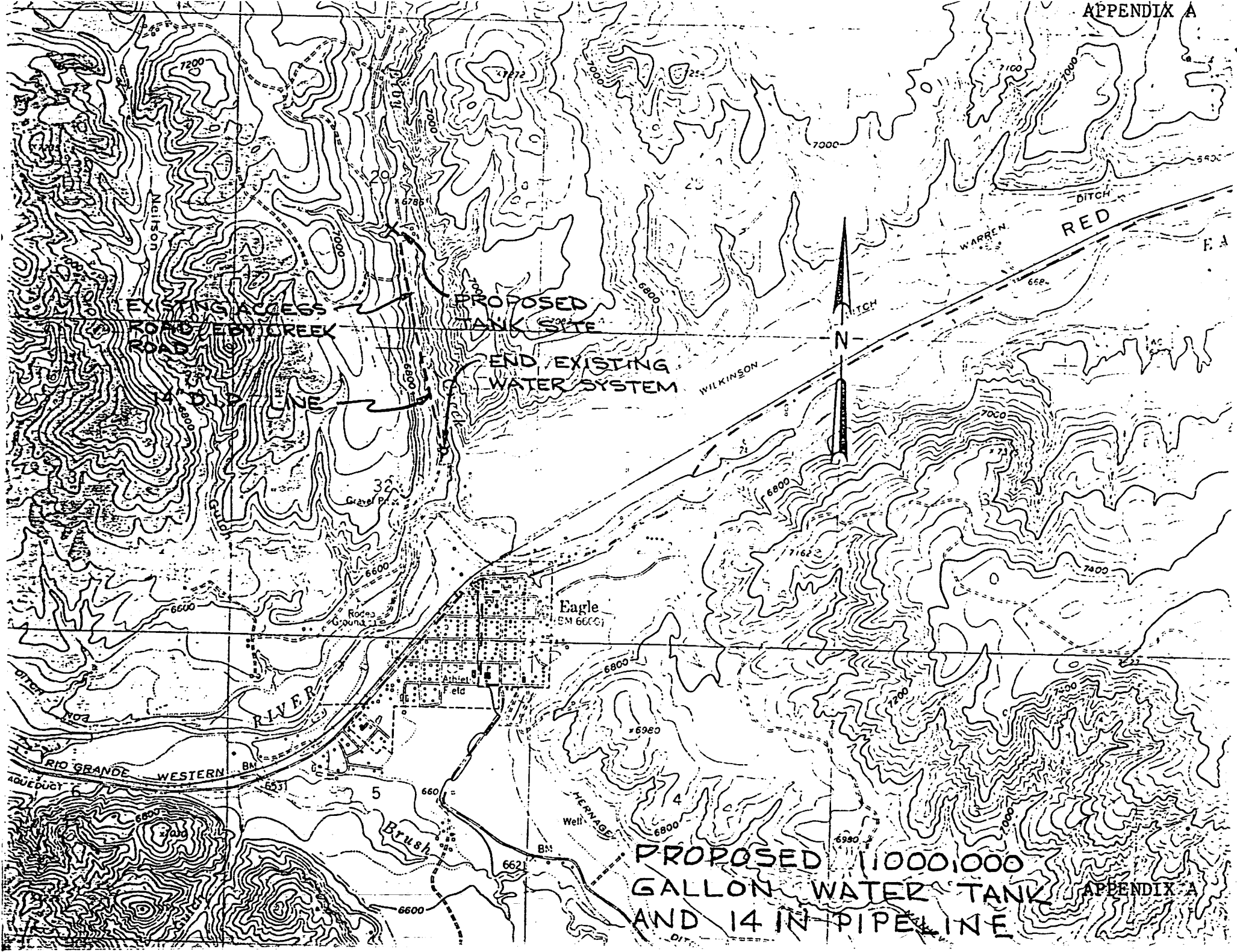
The foregoing instrument was acknowledged before me this 9th day of June 1980, by Loren G. Chambers.

My commission expires

19

Witness my hand and official seal.





PROPOSED 11000,000
GALLON WATER TANK
AND 14 IN PIPELINE

RETURN TO
TOWN OF Eagle
Box 609
Eagle, Co. 81631

DEPARTMENT OR AGENCY NUMBER	34-04-00
CONTRACT ROUTING NUMBER	6369

\$245,950.00

CONTRACT

THIS CONTRACT, made this 1st day of October 1979, by and between the State of Colorado for the use and benefit of the Department of ^{*1} Natural Resources (Colorado Water Conservation Board) hereinafter referred to as the State, and ^{*2} the Town of Eagle P.O. Box 609, Eagle, Colorado 81631 hereinafter referred to as the contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 57617, Contract Encumbrance Number C153313; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, ^{*3} pursuant to Title 37, Article 60, Colorado Revised Statutes 1973, as amended, the State, through the Colorado Water Conservation Board, may construct water resource projects and make the waters available therefrom to the residents of the State of Colorado upon conditions to be determined by the Colorado Water Conservation Board; and

WHEREAS, the Contractor is a duly constituted incorporated town of the State of Colorado and wishes to undertake construction of a domestic water system hereinafter called the project, for the Eagle community in Eagle County, Colorado, at an estimated cost of Two Hundred Fifty Thousand Dollars (\$250,000); and

WHEREAS, a feasibility investigation of said project was conducted and it was found that such a project is economically feasible; and

WHEREAS, the State, through the Colorado Water Conservation Board, has agreed to construct said project and to sell the same to the Contractor upon mutually agreeable terms and conditions, subject to the approval of appropriations for that purpose by the Colorado General Assembly and the Governor of the State of Colorado; and

WHEREAS, pursuant to Senate Bill No. 69, Fifty-Second General Assembly of the State of Colorado, duly enacted by the Colorado General Assembly and approved by the Governor of the State of Colorado, there was appropriated to the Colorado Water Conservation Board the sum of Two Hundred Fifty Thousand Dollars (\$250,000) for construction of the Eagle Project; **PAID IN FULL**

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed by the parties hereto as follows:

A. The Contractor agrees that he will:

1. Cause the construction of said project to be completed within two (2) years of the date of this contract in accordance with the project plans and specifications and any necessary modification thereof approved by the State. No payments will be made under this contract until the project plans and specifications are approved by the State. The above-mentioned time may be extended by the State if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Contractor.

2. Convey or cause title to be conveyed by deed or other proper conveyance to the Colorado Water Conservation Board, Department of Natural Resources, State of Colorado, the following portions of the proposed project facilities:

a. A one million gallon steel tank to be located at North Eby Creek.

- b. A 14 inch diameter 4,200 foot line with all appurtenances to be located between the tank in a. and the end of the existing water system.
- c. An altitude control valve and vault for the system.
- d. Electronic equipment for remote reading.

A description of the location of the project facilities is included in the map in Appendix A.

3. Permit periodic inspection of construction by the authorized representatives of the State during construction and permit the State to review and approve or disapprove any contracts for the construction of the project or the performance of work pursuant to such contracts or subcontracts.

4. Without expense to the State, manage, operate, and maintain the project system continuously in an efficient and economical manner, and assume all legal liability for such management, operation, and maintenance.

5. Make the services of said project available within its capacity to all persons in the Contractor's service area without discrimination as to race, color, religion, or natural origin at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, formally adopted by the Contractor through its board of directors, as may be modified from time to time by the Contractor. The initial rate schedule must be approved by the State. Thereafter, the Contractor may make such modifications to the rate schedule as the Contractor deems necessary to efficiently and economically provide for the financial requirements of the system as long as the rate schedule remains reasonable and non-discriminatory, and subject to the approval by the State.

6. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair services, obsolescence reserves, debt service, and debt reserves.

7. Expand the system from time to time to meet reasonable growth or service requirements in the area within its jurisdiction.

8. Provide the State with such periodic reports as it may require and permit periodic inspections of its operations and accounts by a designated representative of the State. The Colorado Water Conservation Board, its agents, and employees, is hereby designated as the agent of the State for the purposes of this contract.

9. To purchase from the State all of the State's right, title, and interest in said project and any facilities thereof at a total purchase price of Four Hundred Thirty Two Thousand Six Hundred Dollars (\$432,600), payable in Forty (40) annual installments of Ten Thousand Eight Hundred Fifteen Dollars (\$10,815) each, which first installment shall be due and payable on October 1, 1981, and yearly thereafter until the entire principal sum shall have been paid. Said installment payment shall be made payable to the Colorado Water Conservation Board, payable at the offices of said board in Denver, Colorado.

10. Upon default in the payments herein set forth to be made by the Contractor, or in the performance of any covenant or agreement contained herein, the State, at its option, may (a) declare the entire principal amount then outstanding immediately due and payable; (b) for the account of the Contractor incur and pay reasonable expenses for repair, maintenance, and operation of the domestic water system herein described and such other reasonable expenses as may be necessary to cure the cause of default; and/or (c) take possession of the system, repair, maintain, and operate or lease it. The provisions of this contract may be enforced by the State, at its option without regard to prior waivers by it of previous defaults by the Contractor, through judicial proceedings to require specific performance of this contract

or by such other proceedings in law or equity as may be deemed necessary by the State to insure compliance with provisions of this contract and the laws and regulations under which this contract is made.

B. The State agrees that it will:

1. Make available to the Contractor for the purpose of this contract the sum of Two Hundred Forty Five Thousand Nine Hundred Fifty Dollars (\$245,950). Said Two Hundred Forty Five Thousand Nine Hundred Fifty Dollars (\$245,950) shall be made available to the Contractor in accordance with the following terms, schedule and conditions:

a. Beginning with the monthly period commencing October 1, 1979 and for every month thereafter until said project has been completed, the Contractor shall prepare with the consulting engineer's help an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

b. Upon receipt and approval by the State of such monthly estimate, the State will, within forty (40) days from the receipt of such estimate, pay over to the Contractor the amount of the monthly estimate or such portion thereof as has been approved by the State.

2. Assist the Contractor with such technical assistance as the State deems appropriate in planning, constructing, and operating the project and in coordinating the project with local official comprehensive plans for sewer and water and with any state or area plans for the area in which the project is located.

3. In its sole discretion, the State may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Contractor's obligations under this agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purposes of this contract or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of this contract and the limitations of the statutory authority under which it is made.

4. Upon completion of the payment of the full purchase price to the State in the sum of Four Hundred Thirty Two Thousand Six Hundred Dollars (\$432,600) as set forth in paragraph A. 9. of this contract, to convey to the Contractor all of the State's right, title, and interest in and to the project by deed or other proper conveyance.

PAID IN FULL

CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

2. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

BOND REQUIREMENT

3. If this contract involves the payment of more than ten thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order made payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond.

MINIMUM WAGE

4. Except as otherwise provided by law, if this contract provides for the payment of more than five thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public work, (except highways, highway bridges, underpasses and highway structures of all kinds) within the geographical limits of the State, the rate of wage for all laborers and mechanics employed by the contractor or any subcontractor on the building or public work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the city, town, village or other civil subdivision of the State in which the building or other public work is located. Disputes respecting prevailing rates will be resolved as provided in 8-16-101, CRS 1973, as amended.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-301, CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

COLORADO LABOR PREFERENCE

6. Provisions of 8-17-101, & 102, CRS 1973 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

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

the Town of Eagle

Contractor Patrick J. Carlow

Position Mayor

84-600055
Employer I.D. No.

STATE OF COLORADO

RICHARD D. LAMM, GOVERNOR

By Robert D. Stull

for EXECUTIVE DIRECTOR. HARRIS D. SHERMAN

DEPARTMENT

OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

BY

Loren D. Morrill
LAREN D. MORRILL, ACTING DIRECTOR

APPROVALS

ATTORNEY GENERAL D. MacFARLANE

CONTROLLER

DAN S. WHITEMORE

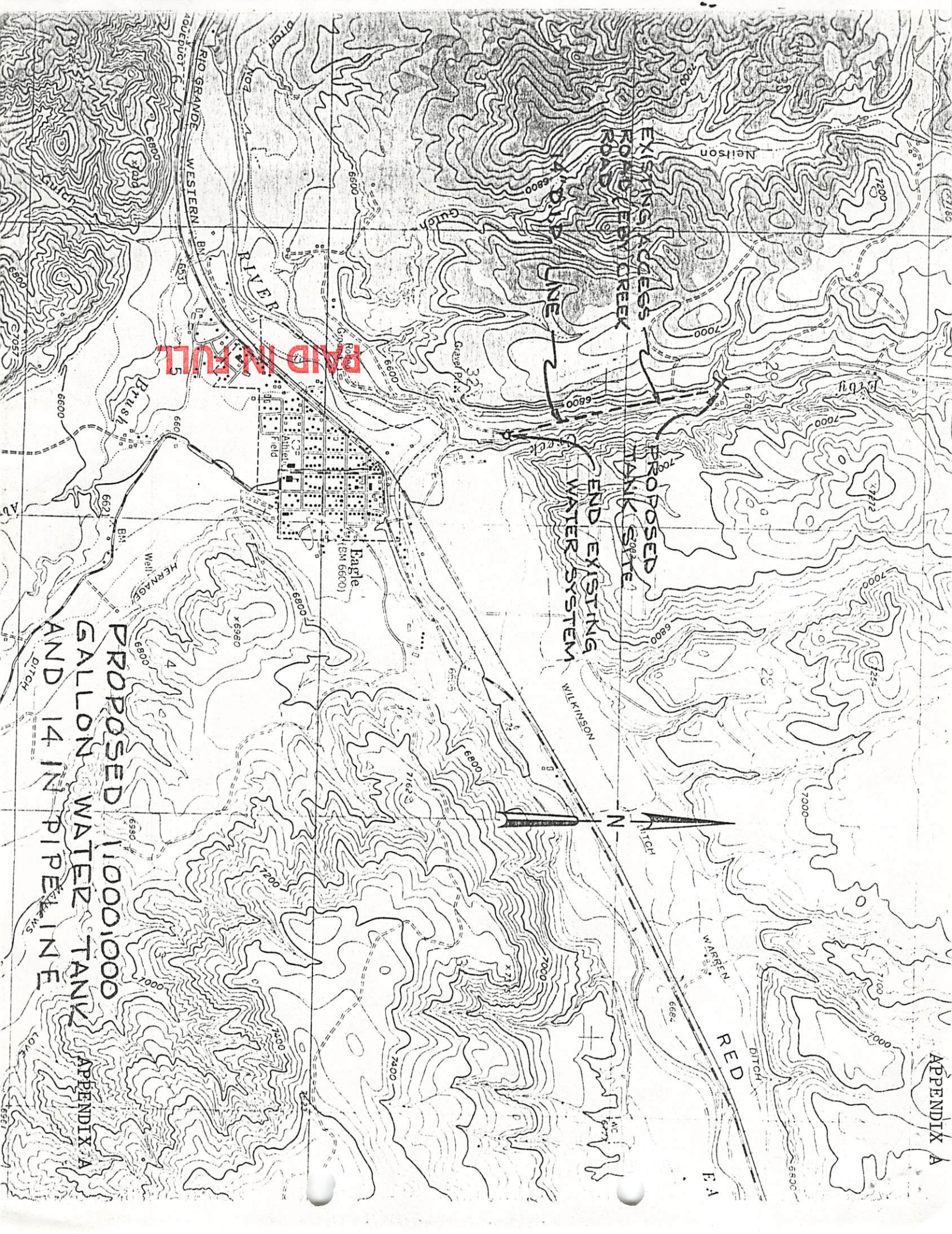
By

A. H. JEWELL, JR.

Assistant Solicitor General
General Legal Services

By

PAID IN FULL



PAID IN FULL

EXISTING ACCESS ROAD

PROPOSED TANK SITE

END EXISTING WATER SYSTEM

WILKINSON

N

RED DITCH

APPENDIX A

PROPOSED 11000,000 GALLON WATER TANK AND 14 IN PIPE LINE

STATE OF COLORADO

WATER CONSERVATION BOARD

WARRANTY DEED

COPY

KNOW ALL MEN BY THESE PRESENTS:

That the Town of Eagle, whose address is P.O. Box 609, Eagle, Colorado 81631 of the County of Eagle and State of Colorado, Grantor(s),

for the consideration of Two-hundred fifty thousand

Dollars (\$ 250,000.00), and other good and

valuable consideration in hand paid, does hereby SELL and CONVEY to the

State of Colorado, Grantee, and its assigns, the following real property situate

in the County of Eagle and State of Colorado, to wit:
one million gallon storage tank, 4200 feet of fourteen
inch pipe, altitude control valve, vault and
associated electronic equipment located as described
on the attached deed dated June 9, 1980.

STATE DOCUMENTARY FEE

JUN 30 1981

\$ 25.00 *pd*

with all the appurtenances, and WARRANT the title to the same.

This conveyance is made subject to any reservations and exceptions contained in the patent from the State of Colorado, existing easements for roads, ditches, canals, electric power and telephone lines, and a deed of trust in favor of the State of Colorado, recorded in Book _____, on Page _____, of the records of Eagle County, Colorado, and given to secure the payment of \$ 250,000.00.

Signed and delivered this _____ day of _____, 19 _____.

James H. Seabry

STATE OF)
COUNTY OF) ss:
)

The foregoing instrument was acknowledged before me this 23rd

day of June, 19 81, by James H. Seabry, Mayor

WITNESS my hand and official seal.

Maureen M. Miller

PAID IN FULL



No. _____

WARRANTY DEED

TO

STATE OF COLORADO)

) ss.

County of _____)

I hereby certify that this instrument was
filed for record in my office this _____

day of _____, A.D. 19____,

at _____ o'clock __.M., and duly

recorded in Book _____,

Page _____.

Recorder

By _____

Deputy

Mail to: _____

PAID IN FULL

Y900

RECORDER'S STAMP

STATE DOCUMENTARY FEE

JUN 10 1980

COPY
\$102-(2792)

THIS DEED, Made this 9th day of June, 1980.

between Loren G. Chambers

of the County of Eagle and state of
Colorado, of the first part, and

The Town of Eagle, Colorado,

whose legal address is P.O. Box 609
Eagle, Colorado 81631of the County of Eagle and state of
Colorado, of the second part,WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of -----
TEN AND NO/100-----DOLLARS,

to the said part Y of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot or parcel of land situate, lying and being in the County of Eagle and State of Colorado, to wit: A perpetual easement for the construction, placement, maintenance and repair of a water storage tank, water transmission lines and related facilities, on the following real property:

A Parcel of Land situate within Tract 47, Section 29, Township 4 South, Range 84 West of the Sixth Principal Meridian, Eagle County, Colorado, being more particularly described as follows:

Beginning at a point in the fence line along the Westerly Side of a road locally known as Eby Creek Road whence the Southeast Corner of Tract 47 of said Section 29 bears S. 17° 35' 02" E. a distance of 446.90 feet; thence S. 77° 06' 38" W. a distance of 100.84 feet; thence N. 34° 26' 30" W. a distance of 200.00 feet; thence N. 45° 03' 37" W. a distance of 100.97 feet; thence N. 12° 52' 43" W. a distance of 137.13 feet; thence N. 77° 06' 44" E. a distance of 228.04 feet to a point in the fence line along the westerly side of said Eby Creek Road, thence southerly along said fence line approximately 408.60 feet to the place of beginning. Said parcel containing 1.70 acres, more or less,

also known as street and number

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part Y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

[SEAL]

Loren G. Chambers [SEAL]
Loren G. Chambers

[SEAL]

[SEAL]

STATE OF COLORADO,

County of Eagle } ss.

The foregoing instrument was acknowledged before me this 9th day of June 1980, by Loren G. Chambers.

My commission expires

19

Witness my hand and official seal.

PAID IN FULL



COPY

