



COLORADO

Colorado Water Conservation Board

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

September 30, 2021

Town of Walden
P. O. Box 489
Walden, CO 80480

Subject: Loan Contract No. C153350
Loan Compliance Confirmation

Attached for your records are the original documents relative to the agreement between the Town of Walden, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C153350. The documents have been stamped "PAID IN FULL" denoting that the Town has satisfied the terms of the agreement in full.

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



QUIT CLAIM DEED

Colorado Water Conservation Board (Grantor(s)), whose street address is 1313 Sherman Street, Room 718,
Denver CO 80203, City or Town of Denver

Denver, County of Denver and State of Colorado, for the consideration of Reception No. 70465
_____ dollars, (\$ 0.00), in hand paid, hereby sell(s) and quitclaim(s) to Town of Walden

(Grantee(s)) as ☐ joint tenants, ☐ tenants in common, ☐ _____, whose street address is P.O Box
489 Walden, CO 80480

_____, City or Town of Walden County of Jackson and _____ State _____ of
Colorado, the following real property in the County of Jackson and State of Colorado, to wit:

A parcel of land in the NA)(of Section 21, Township 9 North of Range 79
West of the Sixth Principal Meridian, Colorado, more particularly described as follows: Beginning at a point on the West
line of Section 21, Township Nine North of Range 79 West of the Sixth Principal Meridian, Colorado, said point being
1252.5 feet South of the Northwest corner of said Section 21; Thence East at an angle of 90° 00' to the West line of said
Section 21, a distance of 450.0 feet; Thence South parallel to the West line of Section 21, a distance of 300.00 feet; thence
West at an angle of 90°00 1 to the West line of said Section 21, a distance of 450.0 feet; thence North along the West line of
said Section 21, a distance of 300.00 feet to the point of beginning. Less that area dedicated to Jackson County for highway
right-of-way and being subject to any other easements or rights-of-way of record; the above described parcel of land
contains 3.10 acres, more or less, less that area dedicated for highway right-of-way, together with all improvements thereon;

known as: 1313 Sherman Street, Room 718 Denver CO 80123
Street Address City State Zip

with all its appurtenances (Property).

Signed this 29th day of JULY, 20 21.

GRANTOR(S):

Department of Natural Resources

Colorado Water Conservation Board

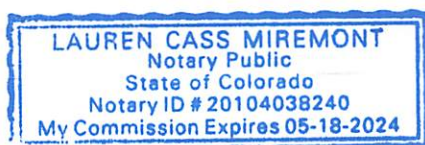
STATE OF COLORADO)
COUNTY OF Denver) ss.

Kirk Russell
CWCB FINANCE CHIEF

The foregoing instrument was acknowledged before me this 29th day of July, 20 21, by _____
Kirk Russell

Witness my hand and official seal.

My commission expires:



[Signature]
Notary Public

102610 QUIT CLAIM DEED
RECORDED IN THE PUBLIC RECORDS OF
JACKSON COUNTY, CO
Page 1 of 4
9/14/2021 1:47 PM

THIS DEED, Made this twenty-fourth day of August, 19 81, between

The Town of Walden, a Municipal

Corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and
State of Colorado,
Colorado Water Conservation Board

whose legal address is

of _____ County of _____ and State of Colorado _____, of the second part;

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

Ten Dollars and other good and valuable considerations..... DOLLARS,

to the said party of the first part in hand paid by the said part y _____ of the second part, the receipt whereof is

hereby confessed and acknowledged, hath granted, bargained, sold and conveyed and by these presents doth grant,

bargain, sell, convey and confirm unto the said part y _____ of the second part, its _____ heirs and assigns

forever, all the following described lot _____ or parcel _____ of land, situate, lying and being in the

County of Jackson and State of Colorado, to wit:

A parcel of land in the NW¼ of Section 21, Township 9 North of Range 79 West of the Sixth Principal Meridian, Colorado, more particularly described as follows: Beginning at a point on the West line of Section 21, Township Nine North of Range 79 West of the Sixth Principal Meridian, Colorado, said point being 1252.5 feet South of the Northwest corner of said Section 21; Thence East at an angle of 90° 00' to the West line of said Section 21, a distance of 450.0 feet; Thence South parallel to the West line of Section 21, a distance of 300.00 feet; thence West at an angle of 90° 00' to the West line of said Section 21, a distance of 450.0 feet; thence North along the West line of said Section 21, a distance of 300.00 feet to the point of beginning. Less that area dedicated to Jackson County for highway right-of-way and being subject to any other easements or rights-of-way of record; the above described parcel of land contains 3.10 acres, more or less, less that area dedicated for highway right-of-way, together with all improvements thereon;

also known as street and number

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its heirs and assigns, forever. And the said

party of the first part,

for itself, and its successors, doth covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

and the above bargained premises in

the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its Mayor ^{Pro Tem} ~~XXXXXXXX~~ and its corporate seal to be hereunto affixed, attested by its ^{Clerk} ~~XXXXXXXX~~, the day and year first above written.

Attest:

Lavonne Dowell
TOWN CLERK ~~XXXXXXXX~~



Town of Walden-A Municipal Corporation
By Douglas D. Waldron
Mayor Pro Tem ~~XXXXXXXX~~

STATE OF COLORADO, } ss.
County of Jackson }

The foregoing instrument was acknowledged before me this 24th day of August 19 81, by Douglas D. Waldron as Mayor Pro Tem and Lavonne Dowell as Town Clerk Secretary of

The Town of Walden, a Municipal corporation.

My notarial commission expires 3-30-85

Witness my hand and official seal.

Susan P. Hunt
Notary Public.

No. _____

WARRANTY DEED

CORPORATION

TO

STATE OF COLORADO,

} ss.

County of _____

I hereby certify that this instrument was filed
for record in my office at _____ o'clock
_____ M., _____, 19_____, and is duly
recorded in book _____ page _____.
Film No. _____ Reception No. _____

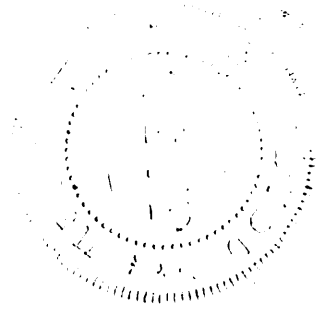
Recorder.

By _____

Deputy.

Fees, \$ _____

BRADFORD PUBLISHING CO., DENVER



QUIT CLAIM DEED

Colorado Water Conservation Board (Grantor(s)), whose street address is 1313 Sherman Street, Room 718,
Denver CO 80203, City or Town of Denver

Denver, County of Denver and State of Colorado, for the consideration of Reception No. 70464
_____ dollars, (\$ 0.00), in hand paid, hereby sell(s) and quitclaim(s) to Town of Walden

(Grantee(s)) as ☐ joint tenants, ☐ tenants in common, ☐ _____, whose street address is P.O Box
489 Walden, CO 80480

_____, City or Town of Walden County of Jackson and _____ State _____ of
Colorado, the following real property in the County of Jackson and State of Colorado, to wit:

A 6-inch 2,550 foot cast iron pipe with all appurtenances located (1) in First street between Main Street and Grant-☐ Street;
(2) in I.a Fever Street between Fifth Street and Miller Avenue; ☐ and (3) in Second Street between Garfield Street and La
Fever Street.

known as: 1313 Sherman Street, Room 718 Denver CO 80123
Street Address City State Zip

with all its appurtenances (Property).

Signed this 29th day of JULY, 20 21.

GRANTOR(S):

Department of Natural Resources

Colorado Water Conservation Board

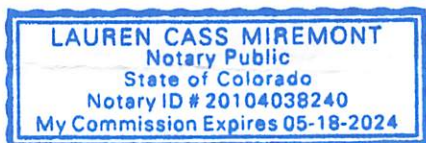
KIRK RUSSELL
CWCB FINANCE CHIEF

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 29th day of July, 20 21, by _____
Kirk Russell

Witness my hand and official seal.

My commission expires:



[Signature]
Notary Public

102611 QUIT CLAIM DEED
RECORDED IN THE PUBLIC RECORDS OF
JACKSON COUNTY, CO
Page 1 of 2
9/14/2021 1:47 PM

BILL OF SALE AND RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That the TOWN OF WALDEN, a municipal corporation, established by the laws of Colorado, of Jackson County, Colorado, of the first part, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, to or before the ensembling or delivery of these presents by COLORADO WATER CONSERVATION BOARD, DEPARTMENT OF NATURAL RESOURCES, STATE OF COLORADO, of the second part, the receipt whereof is hereby acknowledged have bargained and sold, and by these present do grant and convey unto the said party of the second part, the following property, and the right of way for exercising its control of said property which is located in the Town of Walden pursuant to a contract signed by the party of the first part, dated July 15, 1981 to wit:

A 6-inch 2,550 foot cast iron pipe with all appurtenances located (1) in First street between Main Street and Grant Street; (2) in La Fever Street between Fifth Street and Miller Avenue; and (3) in Second Street between Garfield Street and La Fever Street. ✓

TO HAVE AND TO HOLD the same unto the said party of the second part, and the said party of the first part, for itself, covenant and agree to and with the said party of the second part, to WARRANT and DEFEND the sale of said property, pursuant to terms of the above stated contract, hereby made unto the said party of the second part, against all and every person or persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereby set its hand and seal this 6th day of October 1981.



Douglas D. Waldron
Douglas D. Waldron, Mayor Pro-tem

AC 82/1012

DEPARTMENT OR AGENCY NUMBER
3-04-00
CONTRACT ROUTING NUMBER
2791

no encumbrance

CONTRACT AMENDMENT

THIS CONTRACT, made this 15th day of October 1981, 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 Walden, P. O. Box 755, Walden, Colorado 80480, 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 5352X, Contract Encumbrance Number 153350; and

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

WHEREAS, the State and the Contractor did on July 15, 1981, enter into a contract for State participation in the Walden water supply project for the benefit of the residents of the Town of Walden, which contract is attached hereto as Exhibit "A" and is hereby incorporated herein; and

WHEREAS, the parties agreeing that it is in the interest of both parties to amend paragraph A.5. of said contract as is indicated below; and

WHEREAS, the State is assured repayment of funds expended by it by the ownership of the portions of the project described below;

NOW THEREFORE, both parties agree to amend paragraph A.5. to read as follows:

5. 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 within thirty (30) days of their completion:

- PAID IN FULL
- a. A one-million-gallon-per-day water treatment plant with all appurtenances, located as shown in Appendix A.
 - b. A 6-inch 2,550-foot cast iron pipe with all appurtenances to be located (1) in First Street between Main Street and Grant Street; (2) in La Fever Street between Fifth Street and Miller Avenue; and (3) in Second Street between Garfield Street and La Fever Street, all as shown in Appendix A.

All other provisions of the contract entered into on July 15, 1981, are to remain unaffected and in full force.

DIV. OF ADMIN.
 SERVICES-ADCT
 OCT 20 1 03 PM '81

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.

TOWN OF WALDEN

Contractor

Position

Town of Walden

EMPLOYER I. D. NUMBER

84-6000724

By A. H. J. J. JR.

Assistant Solicitor General
General Legal Services

STATE OF COLORADO

RICHARD D. LAMM, GOVERNOR

By James D. Monte Pascoe

EXECUTIVE DIRECTOR D. MONTE PASCOE

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By William McDonald

WILLIAM McDONALD, DIRECTOR

APPROVALS

By R. Garrett Mitchell

R. GARRETT MITCHELL

By

PAID IN FULL

*INSTRUCTIONS

(1) Insert official Department designation, e. g., Administration, Local Affairs, etc. as appropriate.

(2) Set forth company(ies) or individual(s) name(s) and address(es).

(3) Insert a brief statement indicating reason for contract, e. g., "The contractor having special knowledge, expertise and skill in diagnosing and testing diseases affecting cattle; and." Use as many "Whereas's" as required. If additional space is required continue to above words "NOW, THEREFORE;" and state "continued on page 2". On page 2, state "Whereas continued from page 1" if required.

(4) Specify clearly the goods or services contracted for, the consideration moving from one party to the other, the time within which the contract is to be executed, limitations on assignments, if any, and special provisions desired, or required. Seek legal assistance when in doubt. Separate each principal item and number consecutively using as many pages as necessary.

(5) If a delegee signs for the Executive Director place the words "FOR THE" before the word "EXECUTIVE"

Autographic, as distinguished from stamped, signatures should, as a minimum, be affixed to the original, which will be filed by the Division of Accounts and Control, and two counterparts, one of which shall be transmitted to the contractor. If there is more than one contractor a copy so signed will be sent to each, thus requiring additional autographic signatures.

PAID IN FULL

AC 82-3

DEPARTMENT OR AGENCY NUMBER
34-04-00
CONTRACT ROUTING NUMBER
7654

EXHIBIT A

\$442,500

53524

CONTRACT

THIS CONTRACT, made this 15th day of July 1981, by and between the State of Colorado for the use and benefit of the Department of Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and the Town of Walden, P. O. Box 755, Walden, CO 80480, 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 5352X, Contract Encumbrance Number 0/53350 and

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

WHEREAS, ³ pursuant to the provisions of 37-60-119, Colorado Revised Statutes 1973, as amended, the State is authorized to construct certain water projects for the benefit of the people of the State; and

WHEREAS, the Contractor is a duly constituted town in the State of Colorado and wishes to improve its present water supply system, hereinafter called the project, for the Walden community in Jackson County, Colorado, at an estimated cost of One Million Two Hundred Thousand Dollars (\$1,200,000); 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 has agreed to construct said project and to sell the same to the Contractor upon mutually agreeable terms and conditions, subject to the availability of funding for that purpose; and

WHEREAS, pursuant to Senate Bill No. 439, Fifty-Third General Assembly of the State of Colorado, duly enacted into law, the Colorado Water Conservation Board has been authorized to expend a sum not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000) for construction of the project;

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

PAID IN FULL

A. The Contractor agrees that it shall:

1. Employ an engineering firm to prepare project plans and specifications for the proposed project. Both the engineering firm and the project plans and specifications shall be approved by the State.

2. Sub-contract the construction of said project to a responsible and capable firm, 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. The State must approve, in writing, all sub-contracts before they become effective. 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.

3. Require all Sub-contractors to indemnify the State and the Contractor against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of any sub-contract or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

4. Require all Sub-contractors to maintain liability insurance in at least the following amounts:

- a. For any injury to one person in any single occurrence, the sum of One Hundred Fifty Thousand Dollars (\$150,000).
- b. For any injury to two or more persons in any single occurrence, the sum of Four Hundred Thousand Dollars (\$400,000).

Said liability insurance shall name the Contractor and the State as co-insureds. No payments shall be made under this contract unless a copy of a certificate of said liability insurance has been filed with the Colorado Water Conservation Board.

5. 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 within thirty (30) days of their completion:

- a. A one-million-gallon per day water treatment plant with all appurtenances (except for the new metal building) located as shown in Appendix A.
- b. A 6-inch 3,150-foot cast iron pipe with all appurtenances to be located (1) in First Street between Main Street and Grant Street; (2) in La Fever Street between First and Second Streets; (3) in La Fever Street between Fifth Street and Miller Avenue; and (4) in Second Street between Garfield Street and La Fever Street, all as shown in Appendix A.

6. Permit periodic inspection of construction by authorized representatives of the State during and after construction.

7. 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. The Contractor shall maintain general liability insurance covering its management, operation, and maintenance of the project system until it has completed purchase of the project system from the State in at least the following amounts:

- a. For any injury to one person in any single occurrence, the sum of One Hundred Fifty Thousand Dollars (\$150,000).
- b. For any injury to two or more persons in any single occurrence, the sum of Four Hundred Thousand Dollars (\$400,000).

Said liability insurance shall name the State as a co-insured. A copy of a certificate of said liability insurance must be filed with the Colorado Water Conservation Board prior to the start of the operation of the project system.

8. 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, subject to the approval of the State, 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.

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

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

11. 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.

12. 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 Nine Hundred Nine Thousand Three Hundred Sixty Dollars (\$909,360) payable in forty (40) annual installments of Twenty-Two Thousand Seven Hundred Thirty-Four Dollars (\$22,734) each, which first installment shall be due and payable on July 15, 1982, and yearly thereafter until the entire principal sum shall have been paid. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado.

PAID IN FULL

Contractor may repay all or any amount of the Four Hundred Fifty Thousand Dollars (\$450,000) at any time during the life of the contract without penalty. At the time of said prepayment, amount and/or number of remaining installments shall be renegotiated.

13. Obtain and maintain general fire and hazard insurance on the project system in an amount not less than the amount owing to the State for purchase of the project system until the Contractor has purchased the project system. The State shall be the sole insured of this policy. The purchase price payable to the State shall be reduced in the amount of any payments made to the State under this insurance coverage; if only a portion of the purchase price is paid to the State under this policy, the number of installment payments shall remain unchanged, however the amount of each payment shall be reduced.

14. Comply with Construction Fund Program Procedures attached hereto as Schedule A.

15. Comply with the provisions of Section 5 of S.B. 439, 1981 Session of the Colorado General Assembly.

B. 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 system herein described and such 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.

C. The State agrees that it shall:

1. Make available to the Contractor for the purpose of this contract not to exceed the sum of Four Hundred Forty-Two Thousand Five Hundred Dollars (\$442,500). Said Four Hundred Forty-Two Thousand Five Hundred Dollars (\$442,500) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing July, 15, 1981, and for every month thereafter until said project has been completed, the Contractor shall prepare with the assistance of the consulting engineer referred to in paragraph A.1. above 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.

c. No payments will be made under this contract until the project plans and specifications referred to in paragraph A.1. above are approved by the State.

2. Provide 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.

D. This contract is not assignable by the Contractor except with written approval of the State.

E. The parties to this contract intend that the relationship between them contemplated by this contract is that of employer-independent contractor. No agent, employee, or servant of the contractor shall be or shall be deemed to be an employee, agent, or servant of the State. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and Sub-contractors during the performance of this contract.

F. At all times during the performance of this contract, the

Contractor shall strictly adhere to all applicable federal and state laws that have been or may hereafter be established.

G. This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the state fiscal rules.

H. 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.

I. Upon completion of the payment of the full purchase price to the State in the sum of Nine Hundred Nine Thousand Three Hundred Sixty Dollars (\$909,360) as set forth in paragraph A.12. of this contract, the State agrees 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.

J. The Colorado Water Conservation Board, its agents and employees, is hereby designated as the agent of the State for the purpose of this contract.

PAID IN FULL

N FU

N FU

SPECIAL PROVISIONS

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.

TOWN OF WALDEN

Contractor Douglas D. Waldron

Position Mayor Pro-tem

Town of Walden

EMPLOYER I. D. NUMBER

84-6000724

STATE OF COLORADO

RICHARD D. LAMM, GOVERNOR

By Robert D. Stille
EXECUTIVE DIRECTOR, D. MONTE PASCOE

DEPARTMENT

OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By William McDonald
WILLIAM McDONALD, DIRECTOR

APPROVALS

ATTORNEY GENERAL J. D. McFarlane

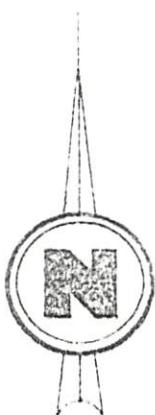
CONTROLLER DAN S. WHITEMORE

By CLP

A. MUEWELL, JR.
Assistant Solicitor General
General Legal Services

By

PAID IN FULL

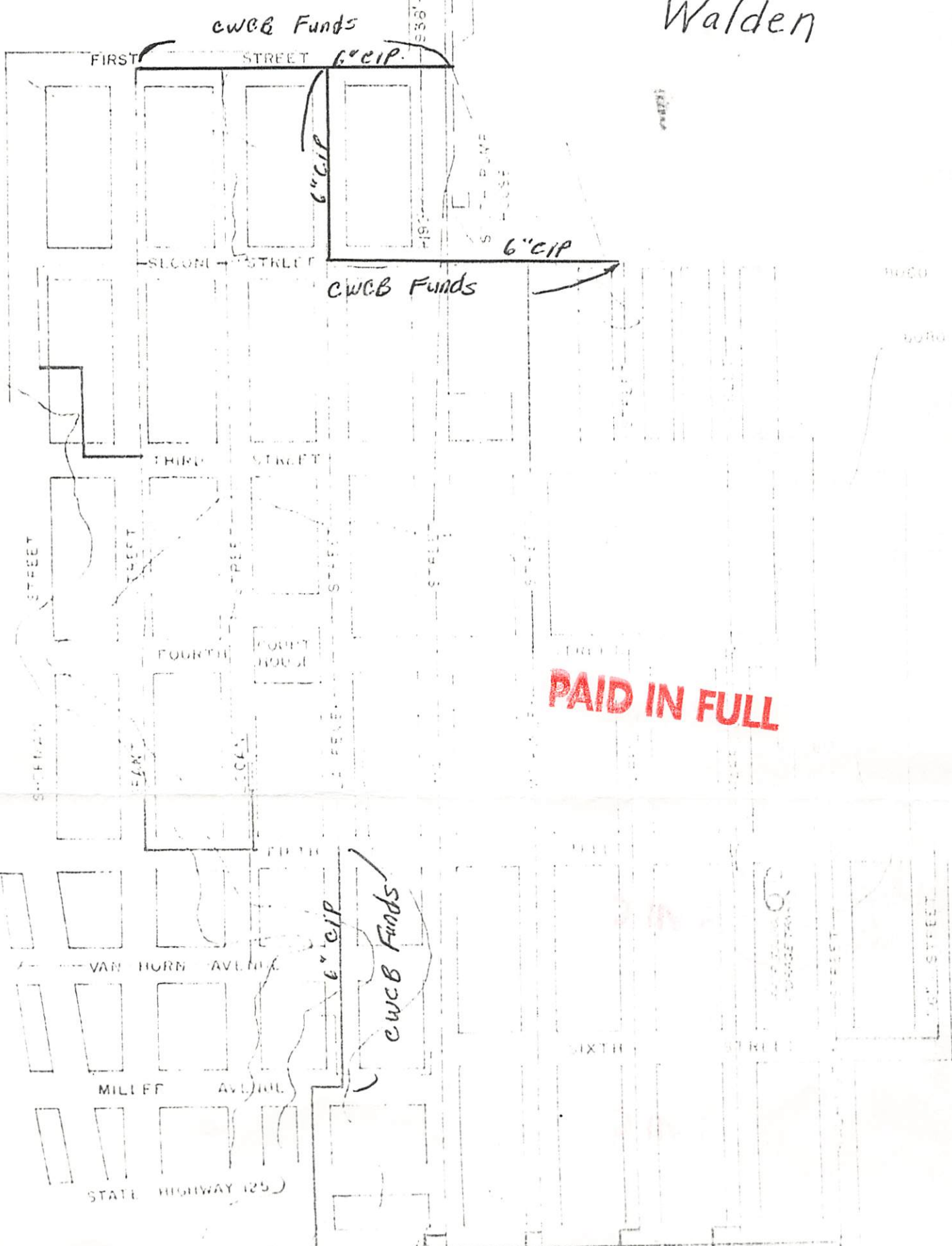


EXISTING
TREATMENT
PLANT

SITE OF EXPANDED
PLANT & WATER WORK

Scale: 1" = 400'

Town
of
Walden



SCHEDULE A

COLORADO WATER CONSERVATION BOARD
CONSTRUCTION FUND PROGRAM PROCEDURES

1. Board approval of engineering firm and engineering agreement between engineering firm and project sponsor.
2. Preparation of detailed plans and specifications for authorized projects by consulting engineering firm.
3. Approval of detailed plans and specifications by Board staff (plans and specifications for storage dams and reservoirs must also be approved by State Engineer's office).
4. Board staff approval of bidding for the project. Board staff present at bid opening for construction.
5. Project sponsor may issue the notice of award and the notice to proceed with construction to the contractor (both notices must be approved by the Board staff before they are issued).
6. Conduct a pre-construction conference. Approval of construction schedule by Board staff.
7. Construction commences. The Board staff makes periodic inspections during construction. All change orders must be approved by the Board staff in advance and before any construction on change items can commence. Emergency items cleared by telephone.
8. The consulting engineer certifies that the project has been completed according to approved drawings and specifications and arranges for final inspection.
9. Final inspection and acceptance of as-built project by Board staff.
10. Submittal of as-built drawings to Board staff for approval and filing.

PAID IN FULL

BILL OF SALE AND RIGHT OF WAY

COPY

KNOW ALL MEN BY THESE PRESENTS:

That the TOWN OF WALDEN, a municipal corporation, established by the laws of Colorado, of Jackson County, Colorado, of the first part, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, to or before the ensembling or delivery of these presents by COLORADO WATER CONSERVATION BOARD, DEPARTMENT OF NATURAL RESOURCES, STATE OF COLORADO, of the second part, the receipt whereof is hereby acknowledged have bargained and sold, and by these present do grant and convey unto the said party of the second part, the following property, and the right of way for exercising its control of said property which is located in the Town of Walden pursuant to a contract signed by the party of the first part, dated July 15, 1981 to wit:

A 6-inch 2,550 foot cast iron pipe with all appurtenances located (1) in First street between Main Street and Grant Street; (2) in La Fever Street between Fifth Street and Miller Avenue; and (3) in Second Street between Garfield Street and La Fever Street. ✓

TO HAVE AND TO HOLD the same unto the said party of the second part, and the said party of the first part, for itself, covenant and agree to and with the said party of the second part, to WARRANT and DEFEND the sale of said property, pursuant to terms of the above stated contract, hereby made unto the said party of the second part, against all and every person or persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereby set its hand and seal this 6th day of October 1981.

PAID IN FULL



Lavonne Dowell Town Clerk

Douglas D. Waldron
Douglas D. Waldron, Mayor Pro-tem

THIS DEED, Made this twenty-fourth day of August, 19 81, between

The Town of Walden, a Municipal

COPY

Corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and
State of Colorado,
Colorado Water Conservation Board

whose legal address is

of _____ County of _____ and State of Colorado _____, of the second part;

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

Ten Dollars and other good and valuable considerations..... DOLLARS,

to the said party of the first part in hand paid by the said part y _____ of the second part, the receipt whereof is

hereby confessed and acknowledged, hath granted, bargained, sold and conveyed and by these presents doth grant,

bargain, sell, convey and confirm unto the said part y _____ of the second part, its _____ heirs and assigns

forever, all the following described lot _____ or parcel _____ of land, situate, lying and being in the

County of Jackson _____ and State of Colorado, to wit:

A parcel of land in the NW $\frac{1}{4}$ of Section 21, Township 9 North of Range 79 West of the Sixth Principal Meridian, Colorado, more particularly described as follows: Beginning at a point on the West line of Section 21, Township Nine North of Range 79 West of the Sixth Principal Meridian, Colorado, said point being 1252.5 feet South of the Northwest corner of said Section 21; Thence East at an angle of 90° 00' to the West line of said Section 21, a distance of 450.0 feet; Thence South parallel to the West line of Section 21, a distance of 300.00 feet; thence West at an angle of 90° 00' to the West line of said Section 21, a distance of 450.0 feet; thence North along the West line of said Section 21, a distance of 300.00 feet to the point of beginning. Less that area dedicated to Jackson County for highway right-of-way and being subject to any other easements or rights-of-way of record; the above described parcel of land contains 3.10 acres, more or less, less that area dedicated for highway right-of-way, together with all improvements thereon;

PAID IN FULL

also known as street and number

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its heirs and assigns, forever. And the said

PAID IN FULL

party of the first part, for itself, and its successors, doth covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its Mayor ^{Pro Tem} ~~President~~ and its corporate seal to be hereunto affixed, attested by its ^{Clerk} ~~Secretary~~, the day and year first above written.

Attest:

LaVonne Dowell

TOWN CLERK

~~XXXXXXXX~~



Town of Walden-A Municipal Corporation

By *Douglas D. Waldron*

Mayor Pro Tem

~~XXXXXXXX~~

STATE OF COLORADO,

ss.

County of Jackson

The foregoing instrument was acknowledged before me this 24th day of August

19 81, by Douglas D. Waldron
LaVonne Dowell

as

Mayor Pro Tem

~~President~~ and

as

Town Clerk
~~Secretary~~ of

The Town of Walden, a Municipal

corporation.

My notarial commission expires 3-30-85

Witness my hand and official seal.

Steven P. Hunt

PAID IN FULL

