



COLORADO

Colorado Water Conservation Board

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

October 5, 2022

Brook Forest Water District
9249 So. Broadway Suite 200-344
Highlands Ranch, CO 80129

Subject: Loan Contract No. C153349
Loan Compliance Confirmation

Attached for your records are the original documents relative to the agreement between the Brook Forest Water District, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C153349. The documents have been stamped "PAID IN FULL" denoting that the District 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 wendy.cheek@state.co.us. If we can be of any further assistance to you in the near future, please let us know.

Sincerely,

Wendy Cheek, Finance Manager
Finance Section

Attachments

cc: CWCB Files



Deed of Trust

DATE: November 1, 2002
GRANTOR: BROOK FOREST WATER DISTRICT
BENEFICIARY: COLORADO WATER CONSERVATION BOARD
COUNTY: JEFFERSON COUNTY
PRINCIPAL LOAN AMOUNT: \$114,530.79
LOAN CONTRACT: Loan Contract No. C153349, dated July 15, 1982, Amended November 1, 2002
TERMS: Interest at 4.23% per annum and repayment period of 20 years

COLLATERAL: An undivided fifty percent (50%) interest in and to the real property described as follows: a tract of land in the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, Jefferson County, Colorado, and more particularly described as follows: Commencing at the NW/C of said Section 32, a 3 inch BLM brass cap, whence an 8" x 16" x 26" stone monument in place since at least 1953, said to be the SW/C of said NW/4 NW/4, bears South 2° 16' West 1284.16 feet, thence South 59°03'49" East 519.84 feet to a point on the center line of the asphalt pavement of Cub Creek Road and the TRUE POINT OF BEGINNING, said road being of prescriptive usage and maintained by Jefferson County; thence South 12°15' West 672.00 feet to a 3/8 inch capped rod; thence South 28°00' West 405.2 feet more or less to a point in the South line of the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West; thence along said South line a distance of 124.5 feet more or less to a point in said line; thence North 44°52'40" East 491.7 feet more or less to a 3/8 inch capped rod; thence North 11°48'42" East 342.01 feet to a 3/8 inch capped rod; thence North 18°17'29" West 346.76 feet to a point on said center line of Cub Creek Road; thence, within said road but not along said center line, South 89°54'08" West 99.81 feet to the TRUE POINT OF BEGINNING, containing 5.24 acres more or less, excepting, however, an easement for ingress and egress over and across the above described property. Said easement being described as follows: a 25 foot access easement (being 12.5 feet either side of centerline) through the Maxwell Creek Dam and Reservoir, Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows: Beginning at a point on the Northerly boundary line of said Maxwell Creek Dam and Reservoir, said point being in Brook Forest Road and North 89°54'08" East a distance of 57.00 feet from the Northwest corner of said Maxwell Creek Dam and Reservoir from which the Northwest corner of said Section 32 bears North 62°01'18" West, a distance of 569.44 feet; thence leaving said boundary line and following the centerline of said easement South 27°00'22" West, a distance of 132.00 feet to a point of curvature; thence along a curve to the right having a central angle of 54°23'22" and a radius of 36.10 feet, an arc distance of 34.27 feet, a chord bearing of South 54°12'03" West and a chord distance of 33.00 feet, more or less, to a point on the Westerly boundary line of said Maxwell Creek Dam and Reservoir, said point being South 12°15'00" West, a distance of 140.00 feet from said Northwest corner, said point being the Point of Terminus.

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This indenture is between the GRANTOR, and the Public Trustee of the above referenced COUNTY, State of Colorado ("PUBLIC TRUSTEE"),

The GRANTOR has executed a Promissory Note of even date and amount, set forth in the LOAN CONTRACT, for a loan in the PRINCIPAL LOAN AMOUNT to be repaid to the BENEFICIARY, with terms as shown above and in accordance with the Promissory Note or until loan is paid in full.

The GRANTOR is desirous of securing payment of the PRINCIPAL LOAN AMOUNT and interest of said Promissory Note to the BENEFICIARY.

The GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, the above described COLLATERAL.

To have and to hold the same, together with all appurtenances, in trust nevertheless, that in case of default in the payment of said Promissory Note, or any part thereof, or the interest thereon, or in the performance of any covenants hereinafter set forth or in said Promissory Note or LOAN CONTRACT, then upon the BENEFICIARY filing notice of election and demand for sale, said PUBLIC TRUSTEE, after advertising notice of said sale weekly for not less than four weeks in some newspaper of general circulation in said COUNTY, shall sell said COLLATERAL in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale, the PUBLIC TRUSTEE shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon and pay the principal and interest due on said Promissory Note, rendering the overplus, if any, unto the GRANTOR; and after the expiration of the time of redemption, the PUBLIC TRUSTEE shall execute and deliver to the purchaser a deed to the COLLATERAL sold. The BENEFICIARY may purchase said COLLATERAL or any part thereof at such sale.

The GRANTOR covenants that at the time of the delivery of these presents, it is well seized of the COLLATERAL in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The GRANTOR fully waives and releases all rights and claims it may have in or to said COLLATERAL as a Homestead Exemption or other exemption, now or hereafter provided by law. The GRANTOR further covenants that the collateral is free and clear of all liens and encumbrances whatever and that the GRANTOR shall warrant and forever defend the COLLATERAL in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the COLLATERAL; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the COLLATERAL insured in accordance with the requirements of the LOAN CONTRACT. In

1. The first part of the report deals with the general situation of the country and the progress of the work during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

2. The second part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

3. The third part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

4. The fourth part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

5. The fifth part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

6. The sixth part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

7. The seventh part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

8. The eighth part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

9. The ninth part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

10. The tenth part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

11. The eleventh part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

12. The twelfth part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.

13. The thirteenth part of the report deals with the work done during the year. It is a summary of the work done and is intended to give a general impression of the work done and the progress made.



the event of the sale or transfer of the COLLATERAL, the BENEFICIARY, at its option, may declare the entire balance of the note immediately due and payable.

In case of default in any of said payments of the principal or interest, according to the terms of said Promissory Note or LOAN CONTRACT, by the GRANTOR, its successors or assigns, then said principal sum hereby secured, and interest thereon, may at once, at the option of the BENEFICIARY, become due and payable, and the said COLLATERAL be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

It is further understood and agreed, that if a release or a partial release of this Deed of Trust is required, the GRANTOR, its successors or assigns will pay the expense thereof; that all the covenants and agreements contained herein and in the Promissory Note and LOAN CONTRACT shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed the day and date first written above.

Brook Forest Water District

By Norm Reuter, PRESIDENT
Name, Title

By Judy Ostrander, Secretary
Name, Title

County of Jefferson)

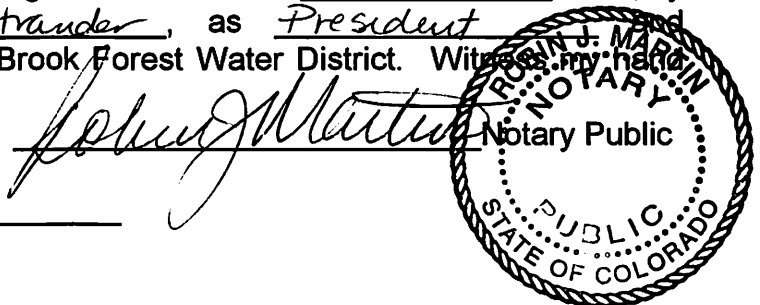
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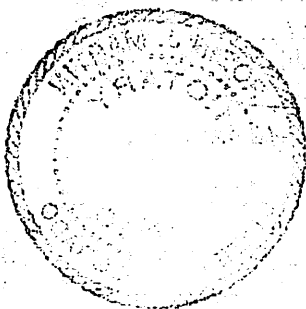
State of Colorado)

The foregoing instrument was acknowledged before me this December 18 2002, by Norm Reuter and Judy Ostrander, as President and Secretary, respectively, of Brook Forest Water District. Witness my hand and official seal.

My commission expires 9/2/04



R Colo Water



PROMISSORY NOTE

Date: November 1, 2002
Borrower: Brook Forest Water District
Principal Amount: \$114,530.79
Interest Rate: 4.23% per annum
Term of Repayment: 20 years
Loan Contract No. : C153349, dated July 15, 1981, amended November 1, 2002
Loan Payment: \$8,603.20
Payment Initiation Date*: July 1, 2003
Maturity Date*: July 1, 2022

1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT.
2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable on the Payment Initiation Date, and annually thereafter until all principal and interest have been paid in full, with all such principal and interest required to be paid on or before the Maturity Date.
3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
4. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
5. All payments received shall be applied first to accrued interest and then to reduce the principal amount.
6. This Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Deed of Trust of even date and amount and covers certain real property of the BORROWER. The LOAN CONTRACT and Deed of Trust grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.
7. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Deed of Trust securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within

PAID IN FULL

bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this Promissory Note.

8. The BORROWER hereby agrees that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
9. This Note shall be governed in all respects by the laws of the State of Colorado.

BORROWER: Brook Forest Water District

(S E A L)

By Norm Retsch, PRESIDENT
Name, Title

Attest:

By Judy Anderson, Secretary
Name, Title

PAID IN FULL

RECEIVED
AUG 18 1983
COLORADO WATER
CONSERVATION BOARD
corporation
for and in

An undivided fifty percent (50%) interest in and to a 6-inch diameter ductile iron pipe, about 1400 linear feet, in Piney Point Road beginning at Saint Moritz Drive to Forest Estates Road.

BROOK FOREST WATER DISTRICT

ATTEST:

[illegible]

Witness my hand and official seal.

~~Notary Public~~

P.O. BOX 1510
EVERGREEN, CO 80439
Address

83076263

1983 AUG 11 PM 2:23

Recorded at.....o'clock.....M.,

Reception No.....

JEFFERSON COUNTY, COLORADO

Recorder.

RECORDER'S STAMP

THIS DEED Made this 6th day of January ,
 19 83 , between BROOK FOREST WATER DISTRICT, a quasi-
 municipal corporation of the State of Colorado
 of the
 County of Jefferson and State of Colo-
 rado, of the first part, and COLORADO WATER CONSERVATION BOARD,
 DEPARTMENT OF NATURAL RESOURCES, STATE OF COLORADO,
 a corporation organized and
 Board
 existing under and by virtue of the laws of the 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
 ONE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ~~DOLLARS~~
 to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is
 hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does
 grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever,
 all of the following described lot or parcel of land, situate, lying and being in the
 County of Jefferson and State of Colorado, to wit:

An undivided fifty percent (50%) interest in and to the real property
 described in Exhibit "A" and attached hereto and incorporated herein.

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 part y 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 successors and assigns forever. And the said party of the first part, for
 it sel its ~~successors and assigns~~ ~~heirs, executors and administrators~~ does covenant, grant, bargain and agree to and with
 the said party of the second part, its successors 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 has good right, full power and lawful authority to
 grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from
 all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature
 soever,

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its
 successors 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 part y of the first part has hereunto set its hand
 and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Secretary

BROOK FOREST WATER DISTRICT
 By: *Major F. Miller* [SEAL]
 Treasurer

[SEAL]

[SEAL]

STATE OF COLORADO,

County of Jefferson

ss.

The foregoing instrument was acknowledged before me this 6th day of January
 1983, by Major F. Miller as Treasurer and Harlan Pepper as Secretary of Brook
 Forest Water District, a quasi-municipal corporation of the State of Colorado.

My commission expires January 8, 1985

WITNESS my hand and official seal.

Harlan Pepper
 P.O. Box 1510, EVERGREEN, Co 80439
 ADDRESS

Notary Public.

C-153349

No.....

WARRANTY DEED

TO

STATE OF COLORADO,

County of

} ss.

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

day of....., 19.....

at.....o'clock.....M., and duly recorded

in Book.....Page.....

Film No. Reception No.

Recorder.

By

Deputy.

Fees, \$.....

Mail to:.....
(or return to).....

Send future tax statements to:
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A tract of land in the Northwest one-quarter of the Northwest one-quarter (NW 1/4 NW 1/4) of Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, Jefferson County, Colorado, and more particularly described as follows:

COMMENCING at the Northwest corner of said Section 32, a 3 inch BLM brass cap, whence an 8" x 16" x 26" stone monument in place since at least 1953, said to be the Southwest corner of said NW 1/4 NW 1/4, bears South 2°16' West 1284.16 feet, thence South 59°03'49" East 519.84 feet to a point on the center line of the asphalt pavement of Cub Creek Road and the TRUE POINT OF BEGINNING, said road being of prescriptive usage and maintained by Jefferson County;

Thence South 12°15' West 672.00 feet to a 3/8 inch capped rod;

Thence South 28°00' West 405.2 feet more or less to a point in the South line of the NW 1/4 of the NW 1/4 of Section 32, Township 5 South, Range 71 West;

Thence along said South line a distance of 124.5 feet more or less to a point in said line;

Thence North 44°52'40" East 491.7 feet more or less to a 3/8 inch capped rod;

Thence North 11°48'42" East 342.01 feet to a 3/8 inch capped rod;

Thence North 18°17'29" West 346.76 feet to a point on said center line of Cub Creek Road;

Thence, within said road but not along said center line, South 89°54'08" West 99.81 feet to the TRUE POINT OF BEGINNING, containing 5.24 acres more or less.

EXCEPTING, HOWEVER, AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED PROPERTY. SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

A 25 foot Access Easement (being 12.5 feet either side of centerline) through the Maxwell Creek Dam and Reservoir, Section 32, Township 5 South, Range 71 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows:

Beginning at a point on the Northerly boundary line of said Maxwell Creek Dam and Reservoir, said point being in Brook Forest Road and North 89°54'08" East, a distance of 57.00 feet from the Northwest corner of said Maxwell Creek Dam and Reservoir from which the Northwest corner of said Section 32 bears North 62°01'18" West, a distance of 569.44 feet; thence leaving said boundary line and following the centerline of said Easement South 27°00'22" West, a distance of 132.00 feet to a point of curvature; thence along a curve to the right having a central angle of 54°23'22" and a radius of 36.10 feet, an arc distance of 34.27 feet, a chord bearing of South 54°12'03" West and a chord distance of 33.00 feet, more or less, to a point on the Westerly boundary line of said Maxwell Creek Dam and Reservoir, said point being South 12°15'00" West, a distance of 140.00 feet from said Northwest corner, said point being the Point of Terminus.

88881088

ROBINSON & SCHEURER, P.C.
ATTORNEYS AT LAW
6610 W. 14th AVE.
LAKEWOOD, CO 80214

QUIT CLAIM DEED

The Colorado Water Conservation Board ("Grantor"), whose address is 1313 Sherman Street, Room 721, Denver, Colorado, 80203, City and County of Denver, State of Colorado, hereby quit claims to the Brook Forest Water District ("Grantee"), whose address is 32471 Lodgepole Drive, Evergreen, CO 80439, County of Jefferson, State of Colorado, the following property, to wit:

An undivided fifty percent (50%) interest in and to the real property described as follows: a tract of land in the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, Jefferson County, Colorado, and more particularly described as follows: Commencing at the NW/C of said Section 32, a 3 inch BLM brass cap, whence an 8" x 16" x 26" stone monument in place since at least 1953, said to be the SW/C of said NW/4 NW/4, bears South 2° 16' West 1284.16 feet, thence South 59°03'49" East 519.84 feet to a point on the center line of the asphalt pavement of Cub Creek Road and the TRUE POINT OF BEGINNING, said road being of prescriptive usage and maintained by Jefferson County; thence South 12°15' West 672.00 feet to a 3/8 inch capped rod; thence South 28°00' West 405.2 feet more or less to a point in the South line of the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West; thence along said South line a distance of 124.5 feet more or less to a point in said line; thence North 44°52'40" East 491.7 feet more or less to a 3/8 inch capped rod; thence North 11°48'42" East 342.01 feet to a 3/8 inch capped rod; thence North 18°17'29" West 346.76 feet to a point on said center line of Cub Creek Road; thence, within said road but not along said center line, South 89°54'08" West 99.81 feet to the TRUE POINT OF BEGINNING, containing 5.24 acres more or less, excepting, however, an easement for ingress and egress over and across the above described property. Said easement being described as follows: a 25 foot access easement (being 12.5 feet either side of centerline) through the Maxwell Creek Dam and Reservoir, Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows: Beginning at a point on the Northerly boundary line of said Maxwell Creek Dam and Reservoir, said point being in Brook Forest Road and North 89°54'08" East a distance of 57.00 feet from the Northwest corner of said Maxwell Creek Dam and Reservoir from which the Northwest corner of said Section 32 bears North 62°01'18" West, a distance of 569.44 feet; thence leaving said boundary line and following the centerline of said easement South 27°00'22" West, a distance of 132.00 feet to a point of curvature; thence along a curve to the right having a central angle of 54°23'22" and a radius of 36.10 feet, an arc distance of 34.27 feet, a chord bearing of South 54°12'03" West and a chord distance of 33.00 feet, more or less, to a point on the Westerly boundary line of said Maxwell Creek Dam and Reservoir, said point being South 12°15'00" West, a distance of 140.00 feet from said Northwest corner, said point being the Point of Terminus.

Executed this December __, 2002.

GRANTOR:

STATE OF COLORADO
Bill Owens, Governor
Acting by and through the
Colorado Water Conservation Board

By


Rod Kuharich, Director

STATE OF COLORADO

CITY AND COUNTY OF DENVER

)
) ss.
)

The foregoing instrument was acknowledged before me this December 11, 2002, by ~~Rod Kuharich~~ ^{DEPUTY} as Director of the Colorado Water Conservation Board, on behalf of the State of Colorado. Witness my hand and official seal.


DAN McAuliffe


Catherine Gonzalez

Notary Public

My commission expires My Commission Expires August 3, 2003

CONTRACTOR: BROOK FOREST WATER DISTRICT
Contract No. C153349

Agency Name: Water Conservation Board
Agency Number PDA
Routing Number: 03 PDA 00049

Contract Amendment No. 1

THIS AMENDMENT, made this November 1, 2002, 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 CWCB and/or STATE, and the Brook Forest Water District, P.O. Box 3728, Evergreen, CO 80437, hereinafter referred to as the CONTRACTOR.

Factual Recitals

- A. Authority exists in the law, and funds have been budgeted, appropriated, and otherwise made available for payment in Contract Encumbrance Number C153349.
- B. Required approval, clearance, and coordination has been accomplished from and with appropriate agencies.
- C. The CWCB and the CONTRACTOR entered into a contract dated July 15, 1981, Contract Encumbrance Number C153349, hereinafter referred to as ORIGINAL CONTRACT, incorporated herein by reference, wherein the CWCB agreed to loan money in the total amount of \$164,500, and the CONTRACTOR agreed to repay the loan in accordance with the terms of the Original Contract.
- D. As collateral for the loan, the CONTRACTOR conveyed fee title to certain real property to the CWCB by a warranty deed dated January 6, 1983.
- E. By its letter dated September 4, 2002, the CONTRACTOR requested the CWCB to convey fee title to the collateral back to the CONTRACTOR in exchange for a deed of trust executed by the CONTRACTOR conveying a security interest in the collateral to the CWCB.
- F. The current practice of the CWCB is to take a security interest in the collateral through a deed of trust.
- G. The CWCB and the Contractor agree to amend this contract to exchange the deed for a deed of trust.

NOW THEREFORE, it is hereby agreed that

1. Consideration for this Amendment to the ORIGINAL CONTRACT consists of the payments that shall be made pursuant to this Amendment and the ORIGINAL CONTRACT, as amended, and the promises and agreements herein set forth.

2. It is expressly agreed by the parties that this Amendment is supplemental to the ORIGINAL CONTRACT, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.
3. The CONTRACTOR agrees that it shall execute the following documents, all of which shall set forth the principal loan amount as of July 1, 2002, of \$114,530.79 at an interest rate of 4.23% per annum for a remaining repayment term of 20 years:
 - a. Promissory Note, attached as **Attachment 1** and incorporated herein, which shall supersede and replace the repayment provisions in Paragraph 12 of the ORIGINAL CONTRACT;
 - b. Deed of Trust, attached hereto as **Attachment 2** and incorporated herein, which shall supersede and replace Deed dated January 6, 1983;
4. The CWCB agrees to execute a Quit Claim Deed, attached hereto as **Attachment 3** and incorporated herein, conveying fee title to the collateral from the CWCB to the CONTRACTOR, and shall deliver to the County Clerk of Jefferson County for recording said Quit Claim Deed and the Deed of Trust (Attachment 2) conveying a security interest in the collateral to the CWCB..
5. The Special Provisions are amended by the addition of the following:

PAID IN FULL

11. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.
6. Except for the SPECIAL PROVISIONS, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the ORIGINAL CONTRACT, the provisions of this Amendment shall in all respects supersede, govern, and control. The SPECIAL PROVISIONS shall always be controlling over other provisions in the contract or amendments. The representations in the SPECIAL PROVISIONS concerning the absence of bribery or corrupt influences and personal interest of STATE employees are presently reaffirmed.

7. 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.
8. This amendment shall not be deemed valid or effective until it shall have been approved by the controller of the State of Colorado or such assistant as he may designate.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR: Brook Forest Water
District

State of Colorado
Bill Owens, Governor

By Nan Ritz, PRESIDENT
Name, Title

By [Signature]
For the Executive Director
Department Of Natural Resources
Colorado Water Conservation Board
Rod Kuharich, Director

Federal ID Number: 84-~~2~~ 0778364

Legal Review:
KEN SALAZAR, ATTORNEY GENERAL

Attest (Seal)

By [Signature] Ostrander, Secretary
Name, Title

By [Signature]
Stephen G. Smith
AAG II

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

PAID IN FULL

Arthur L. Barnhart, State Controller

By [Signature]

Effective Date 12/27/02

Revised: 12/1/01

Deed of Trust

DATE: November 1, 2002
GRANTOR: BROOK FOREST WATER DISTRICT
BENEFICIARY: COLORADO WATER CONSERVATION BOARD
COUNTY: JEFFERSON COUNTY
PRINCIPAL LOAN AMOUNT: \$114,530.79
LOAN CONTRACT: Loan Contract No. C153349, dated July 15, 1982, Amended November 1, 2002
TERMS: Interest at 4.23% per annum and repayment period of 20 years

COLLATERAL: An undivided fifty percent (50%) interest in and to the real property described as follows: a tract of land in the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, Jefferson County, Colorado, and more particularly described as follows: Commencing at the NW/C of said Section 32, a 3 inch BLM brass cap, whence an 8" x 16" x 26" stone monument in place since at least 1953, said to be the SW/C of said NW/4 NW/4, bears South 2° 16' West 1284.16 feet, thence South 59°03'49" East 519.84 feet to a point on the center line of the asphalt pavement of Cub Creek Road and the TRUE POINT OF BEGINNING, said road being of prescriptive usage and maintained by Jefferson County; thence South 12°15' West 672.00 feet to a 3/8 inch capped rod; thence South 28°00' West 405.2 feet more or less to a point in the South line of the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West; thence along said South line a distance of 124.5 feet more or less to a point in said line; thence North 44°52'40" East 491.7 feet more or less to a 3/8 inch capped rod; thence North 11°48'42" East 342.01 feet to a 3/8 inch capped rod; thence North 18°17'29" West 346.76 feet to a point on said center line of Cub Creek Road; thence, within said road but not along said center line, South 89°54'08" West 99.81 feet to the TRUE POINT OF BEGINNING, containing 5.24 acres more or less, excepting, however, an easement for ingress and egress over and across the above described property. Said easement being described as follows: a 25 foot access easement (being 12.5 feet either side of centerline) through the Maxwell Creek Dam and Reservoir, Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows: Beginning at a point on the Northerly boundary line of said Maxwell Creek Dam and Reservoir, said point being in Brook Forest Road and North 89°54'08" East a distance of 57.00 feet from the Northwest corner of said Maxwell Creek Dam and Reservoir from which the Northwest corner of said Section 32 bears North 62°01'18" West, a distance of 569.44 feet; thence leaving said boundary line and following the centerline of said easement South 27°00'22" West, a distance of 132.00 feet to a point of curvature; thence along a curve to the right having a central angle of 54°23'22" and a radius of 36.10 feet, an arc distance of 34.27 feet, a chord bearing of South 54°12'03" West and a chord distance of 33.00 feet, more or less, to a point on the Westerly boundary line of said Maxwell Creek Dam and Reservoir, said point being South 12°15'00" West, a distance of 140.00 feet from said Northwest corner, said point being the Point of Terminus.

This indenture is between the GRANTOR, and the Public Trustee of the above referenced COUNTY, State of Colorado ("PUBLIC TRUSTEE"),

The GRANTOR has executed a Promissory Note of even date and amount, set forth in the LOAN CONTRACT, for a loan in the PRINCIPAL LOAN AMOUNT to be repaid to the BENEFICIARY, with terms as shown above and in accordance with the Promissory Note or until loan is paid in full.

The GRANTOR is desirous of securing payment of the PRINCIPAL LOAN AMOUNT and interest of said Promissory Note to the BENEFICIARY.

The GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, the above described COLLATERAL.

To have and to hold the same, together with all appurtenances, in trust nevertheless, that in case of default in the payment of said Promissory Note, or any part thereof, or the interest thereon, or in the performance of any covenants hereinafter set forth or in said Promissory Note or LOAN CONTRACT, then upon the BENEFICIARY filing notice of election and demand for sale, said PUBLIC TRUSTEE, after advertising notice of said sale weekly for not less than four weeks in some newspaper of general circulation in said COUNTY, shall sell said COLLATERAL in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale, the PUBLIC TRUSTEE shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon and pay the principal and interest due on said Promissory Note, rendering the overplus, if any, unto the GRANTOR; and after the expiration of the time of redemption, the PUBLIC TRUSTEE shall execute and deliver to the purchaser a deed to the COLLATERAL sold. The BENEFICIARY may purchase said COLLATERAL or any part thereof at such sale.

PAID IN FULL

The GRANTOR covenants that at the time of the delivery of these presents, it is well seized of the COLLATERAL in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The GRANTOR fully waives and releases all rights and claims it may have in or to said COLLATERAL as a Homestead Exemption or other exemption, now or hereafter provided by law. The GRANTOR further covenants that the collateral is free and clear of all liens and encumbrances whatever and that the GRANTOR shall warrant and forever defend the COLLATERAL in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the COLLATERAL; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the COLLATERAL insured in accordance with the requirements of the LOAN CONTRACT. In

the event of the sale or transfer of the COLLATERAL, the BENEFICIARY, at its option, may declare the entire balance of the note immediately due and payable.

In case of default in any of said payments of the principal or interest, according to the terms of said Promissory Note or LOAN CONTRACT, by the GRANTOR, its successors or assigns, then said principal sum hereby secured, and interest thereon, may at once, at the option of the BENEFICIARY, become due and payable, and the said COLLATERAL be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

It is further understood and agreed, that if a release or a partial release of this Deed of Trust is required, the GRANTOR, its successors or assigns will pay the expense thereof; that all the covenants and agreements contained herein and in the Promissory Note and LOAN CONTRACT shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed the day and date first written above.

Brook Forest Water District

By Norm Reuter, PRESIDENT
Name, Title

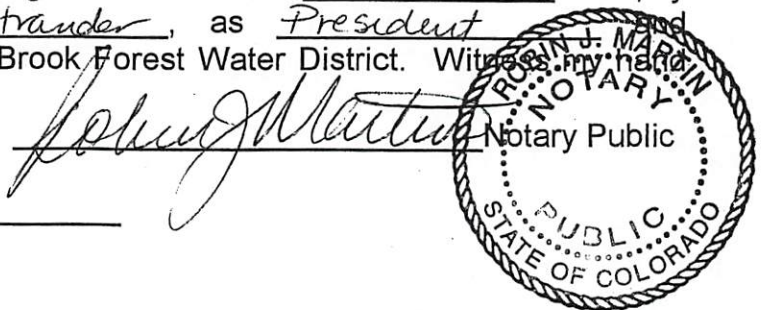
By Judy Ostrander, Secretary
Name, Title

County of Jefferson)
State of Colorado) SS
)

PAID IN FULL

The foregoing instrument was acknowledged before me this December 18 2002, by Norm Reuter and Judy Ostrander, as President and Secretary, respectively, of Brook Forest Water District. Witness my hand and official seal.

My commission expires 9/2/04



QUIT CLAIM DEED

The Colorado Water Conservation Board ("Grantor"), whose address is 1313 Sherman Street, Room 721, Denver, Colorado, 80203, City and County of Denver, State of Colorado, hereby quit claims to the Brook Forest Water District ("Grantee"), whose address is 32471 Lodgepole Drive, Evergreen, CO 80439, County of Jefferson, State of Colorado, the following property, to wit:

1100
An undivided fifty percent (50%) interest in and to the real property described as follows: a tract of land in the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, Jefferson County, Colorado, and more particularly described as follows: Commencing at the NW/C of said Section 32, a 3 inch BLM brass cap, whence an 8" x 16" x 26" stone monument in place since at least 1953, said to be the SW/C of said NW/4 NW/4, bears South 2° 16' West 1284.16 feet, thence South 59°03'49" East 519.84 feet to a point on the center line of the asphalt pavement of Cub Creek Road and the TRUE POINT OF BEGINNING, said road being of prescriptive usage and maintained by Jefferson County; thence South 12°15' West 672.00 feet to a 3/8 inch capped rod; thence South 28°00' West 405.2 feet more or less to a point in the South line of the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West; thence along said South line a distance of 124.5 feet more or less to a point in said line; thence North 44°52'40" East 491.7 feet more or less to a 3/8 inch capped rod; thence North 11°48'42" East 342.01 feet to a 3/8 inch capped rod; thence North 18°17'29" West 346.76 feet to a point on said center line of Cub Creek Road; thence, within said road but not along said center line, South 89°54'08" West 99.81 feet to the TRUE POINT OF BEGINNING, containing 5.24 acres more or less, excepting, however, an easement for ingress and egress over and across the above described property. Said easement being described as follows: a 25 foot access easement (being 12.5 feet either side of centerline) through the Maxwell Creek Dam and Reservoir, Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows: Beginning at a point on the Northerly boundary line of said Maxwell Creek Dam and Reservoir, said point being in Brook Forest Road and North 89°54'08" East a distance of 57.00 feet from the Northwest corner of said Maxwell Creek Dam and Reservoir from which the Northwest corner of said Section 32 bears North 62°01'18" West, a distance of 569.44 feet; thence leaving said boundary line and following the centerline of said easement South 27°00'22" West, a distance of 132.00 feet to a point of curvature; thence along a curve to the right having a central angle of 54°23'22" and a radius of 36.10 feet, an arc distance of 34.27 feet, a chord bearing of South 54°12'03" West and a chord distance of 33.00 feet, more or less, to a point on the Westerly boundary line of said Maxwell Creek Dam and Reservoir, said point being South 12°15'00" West, a distance of 140.00 feet from said Northwest corner, said point being the Point of Terminus.

STATE DOCUMENTARY FEE
DEC 19 2002

Executed this December ____, 2002.

GRANTOR:

STATE OF COLORADO
Bill Owens, Governor
Acting by and through the
Colorado Water Conservation Board

By 
Rod Kuharich, Director

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

^{DEPUTY}
The foregoing instrument was acknowledged before me this December 11th, 2002, by
~~Rod Kuharich~~, as Director of the Colorado Water Conservation Board, on behalf of the
State of Colorado. Witness my hand and official seal.

DAN McAuliffe

Catherine Gonzalez
Notary Public

My commission expires My Commission Expires August 3, 2003

PAID IN FULL

DEPARTMENT OR AGENCY NUMBER
04-00
CONTRACT ROUTING NUMBER
7642

CONTRACT

\$164,500

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 *1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and *2 Brook Forest Water District, 32471 Lodgepole Drive, Evergreen, CO 80439 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 5308X, Contract Encumbrance Number 053349; 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 Water District in the State of Colorado and wishes to undertake repairs to its rural domestic water system, hereinafter called the project, for the Brook Forest community in Jefferson County, Colorado, at an estimated cost of Three Hundred and Twenty-Nine Thousand Dollars (\$329,000); 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. 67, Fifty-Second 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 Two Hundred and Fifty Thousand Dollars (\$250,000) 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:

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 subcontract 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:

- 5490
- a. A 6-inch ductile iron pipe, about 2950 linear feet, with all appurtenances beginning at Brook Forest Road (station 44+36.48) and along Forest Estates Road to the intersection with Saint Moritz Drive (station 14+86.73), all as shown in the appended vicinity map.
 - b. An undivided fifty percent (50%) interest in the proposed 37+ foot dam, 25+ acre-foot reservoir and the land on which they will be located. Dam, reservoir, and land are as shown in the appended vicinity map.

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

PAID IN FULL

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 Three Hundred Forty-Four Thousand One Hundred Twenty-Eight Dollars and Ten Cents (\$344,128.10) payable in forty (40) annual installments of Eight Thousand Six Hundred Three Dollars and Twenty Cents (\$8,603.20) each, which first installment shall be due and payable on July 15, 1983, 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.

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.

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 One Hundred Sixty-Four Thousand Five Hundred Dollars (\$164,500). Said One Hundred Sixty-Four Thousand Five Hundred Dollars (\$164,500) 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 Three Hundred Forty-Four Thousand One Hundred Twenty-Eight Dollars and Ten Cents (\$344,128.10) 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

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 canceled, 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.

BROOK FOREST WATER DISTRICT

Contractor

Position Board Member Signing for the President
of the Board

22-01800

EMPLOYER I. D. NUMBER

STATE OF COLORADO

RICHARD D. LAMM, GOVERNOR

By

Robert D. Stull

EXECUTIVE DIRECTOR, D. MONTE PASCOE

DEPARTMENT

NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By

David W. Wadner

J. WILLIAM McDONALD, DIRECTOR

APPROVALS

R. GARRETT MITCHELL

ATTORNEY GENERAL

J. D. MacFARLANE

CONTROLLER

By

A. H. JEWELL, JR.

By

Assistant Solicitor General
General Legal Services

83076263

1983 AUG 11 PM 2:23

Recorded at.....o'clock.....M.,

Reception No.....

JEFFERSON COUNTY, COLORADO

Recorder.

RECORDED'S STAMP

AUG 18 1983
COLORADO WATER
CONSERVATION BOARD

THIS DEED Made this 6th day of January ,

19 83 , between BROOK FOREST WATER DISTRICT, a quasi-municipal corporation of the State of Colorado

of the
County of Jefferson and State of Colorado, of the first part, and COLORADO WATER CONSERVATION BOARD, DEPARTMENT OF NATURAL RESOURCES, STATE OF COLORADO, a corporation organized andexisting under and by virtue of the laws of the 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 ONE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED DOLLARS to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the County of Jefferson and State of Colorado, to wit:

An undivided fifty percent (50%) interest in and to the real property described in Exhibit "A" and attached hereto and incorporated herein.

COPY

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 part y 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 successors and assigns forever. And the said party of the first part, for it sel its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors 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 has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever,

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors 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 part y of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Harlan Pepper
Secretary

By:

Treasurer

BROOK FOREST WATER DISTRICT

Major F. Miller
Treasurer

STATE OF COLORADO,

County of Jefferson

ss.

The foregoing instrument was acknowledged before me this 6th day of January 1983, by Major F. Miller as Treasurer and Harlan Pepper as Secretary of Brook Forest Water District, a quasi-municipal corporation of the State of Colorado.

My commission expires January 8, 1985

WITNESS my hand and official seal.

Notary Public.

Robert Johnson
P.O. Box 1510, EVERGREEN, Co 80439
ADDRESS

C-153349

A tract of land in the Northwest one-quarter of the Northwest one-quarter (NW 1/4 NW 1/4) of Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, Jefferson County, Colorado, and more particularly described as follows:

COMMENCING at the Northwest corner of said Section 32, a 3 inch BLM brass cap, whence an 8" x 16" x 26" stone monument in place since at least 1953, said to be the Southwest corner of said NW 1/4 NW 1/4, bears South 2°16' West 1284.16 feet, thence South 59°03'49" East 519.84 feet to a point on the center line of the asphalt pavement of Cub Creek Road and the TRUE POINT OF BEGINNING, said road being of prescriptive usage and maintained by Jefferson County;

Thence South 12°15' West 672.00 feet to a 3/8 inch capped rod;

Thence South 28°00' West 405.2 feet more or less to a point in the South line of the NW 1/4 of the NW 1/4 of Section 32, Township 5 South, Range 71 West;

Thence along said South line a distance of 124.5 feet more or less to a point in said line;

Thence North 44°52'40" East 491.7 feet more or less to a 3/8 inch capped rod;

Thence North 11°48'42" East 342.01 feet to a 3/8 inch capped rod;

Thence North 18°17'29" West 346.76 feet to a point on said center line of Cub Creek Road;

Thence, within said road but not along said center line, South 89°54'08" West 99.81 feet to the TRUE POINT OF BEGINNING, containing 5.24 acres more or less.

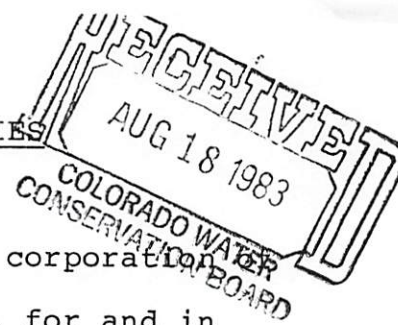
EXCEPTING, HOWEVER, AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED PROPERTY. SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

PAID IN FULL

A 25 foot Access Easement (being 12.5 feet either side of centerline) through the Maxwell Creek Dam and Reservoir, Section 32, Township 5 South, Range 71 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows:

Beginning at a point on the Northerly boundary line of said Maxwell Creek Dam and Reservoir, said point being in Brook Forest Road and North 89°54'08" East, a distance of 57.00 feet from the Northwest corner of said Maxwell Creek Dam and Reservoir from which the Northwest corner of said Section 32 bears North 62°01'18" West, a distance of 569.44 feet; thence leaving said boundary line and following the centerline of said Easement South 27°00'22" West, a distance of 132.00 feet to a point of curvature; thence along a curve to the right having a central angle of 54°23'22" and a radius of 36.10 feet, an arc distance of 34.27 feet, a chord bearing of South 54°12'03" West and a chord distance of 33.00 feet, more or less, to a point on the Westerly boundary line of said Maxwell Creek Dam and Reservoir, said point being South 12°15'00" West, a distance of 140.00 feet from said Northwest corner, said point being the Point of Terminus.

CONVEYANCE OF UTILITY LINES AND FACILITIES



C-153349

BROOK FOREST WATER DISTRICT, a quasi-municipal corporation of the State of Colorado, hereinafter called "Grantor", for and in consideration of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION to the Grantor in hand paid by COLORADO WATER CONSERVATION BOARD, DEPARTMENT OF NATURAL RESOURCES, STATE OF COLORADO, hereinafter "CWCB", the receipt hereof is hereby confessed and acknowledged, has bargained and sold, and by these presents does, sell, grant, transfer, convey and deliver unto CWCB, its successors and assigns, free and clear of all liens and encumbrances, the following property, goods and chattels located in Jefferson County, Colorado:

An undivided fifty percent (50%) interest in and to a 6-inch diameter ductile iron pipe, about 1400 linear feet, in Piney Point Road beginning at Saint Moritz Drive to Forest Estates Road.

COPY

TO HAVE AND TO HOLD the same unto said CWCB, its successors or assigns, forever and the Grantor agrees to and with said CWCB, its successors and assigns, to warrant and defend the sale of said property, goods and chattels hereby made unto said CWCB, its successors and assigns, against all and every person or persons whomsoever.

BROOK FOREST WATER DISTRICT

BY

Treasurer

ATTEST:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 6th day of January, 1983 by Major F. Miller as Treasurer and Harlan Pepper as Secretary of Brook Forest Water District, a quasi-municipal corporation of the State of Colorado.

Witness my hand and official seal.

My commission expires

January 8, 1985

Notary Public
P.O. BOX 1510
EVERGREEN, CO 80439
Address

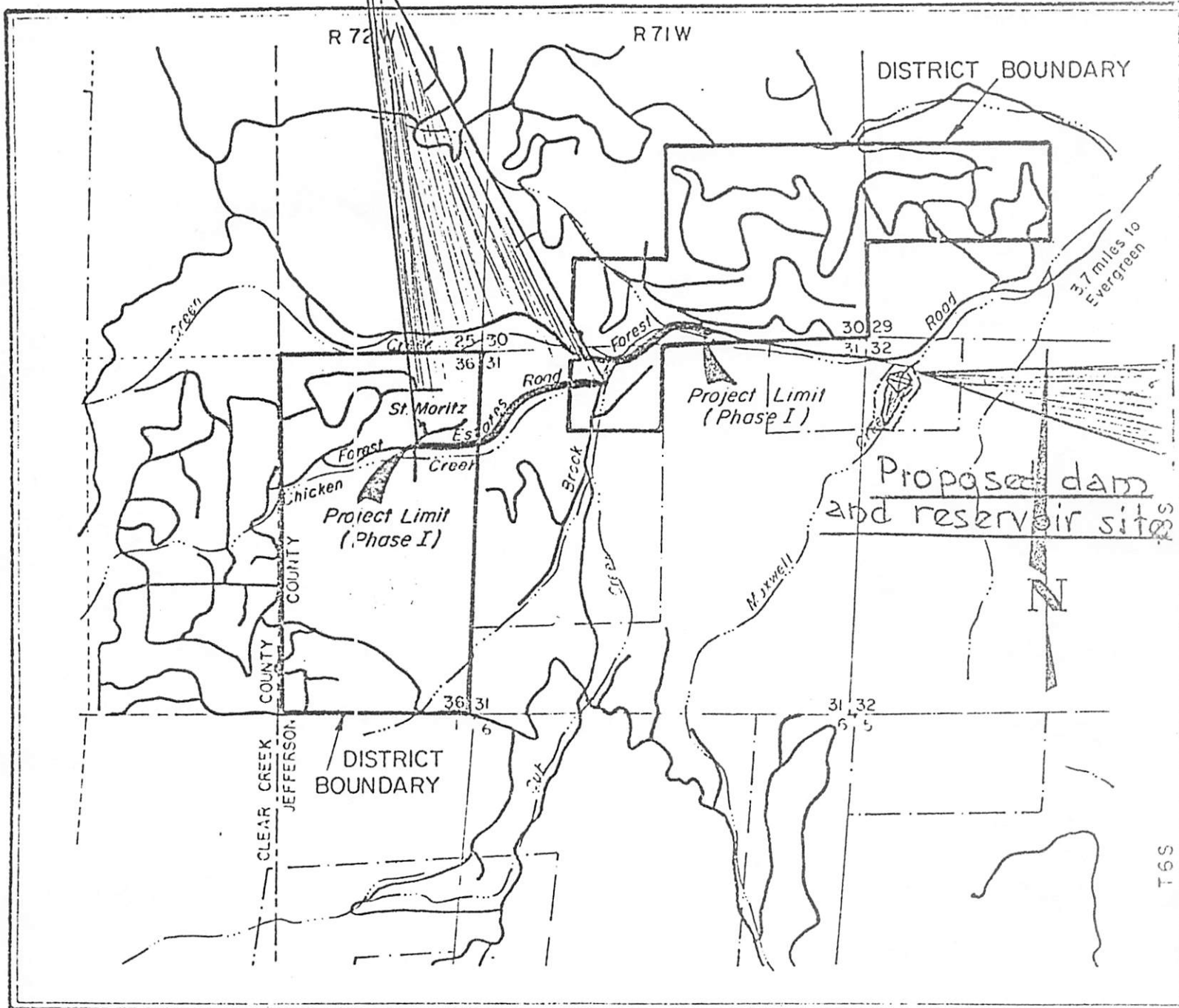
SCHEDULE A

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

Approximate location
of water line, proposed,



VICINITY MAP

Scale 1" = 2000'