



## M E M O R A N D U M

To: Morgan Landers, Community Development Director for the Town of Eagle  
From: Scott Grosscup  
Date: November 7, 2018  
Re: Red Mountain Ranch

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Attached is a memorandum from Wilson Water Group calculating the water rights dedication for the Red Mountain Ranch Development application submitted to the Town of Eagle. While the applicant is seeking annexation of the entire project, the development consists of a several parcels to be developed in stages. Parcels 1 and 2 will be the first and will connect to the Town's potable system.

Irrigation will come from a non-potable system to be installed by the developer and then deeded to the homeowner association for the respective parcel. The developer is proposing that the Town apply the same EQR credit for raw water use that the Town applies to water right dedication for irrigation from the Town's potable system of 0.25 EQR per 1,000 square feet of irrigated green space.

The Applicant will need to apply to water court to change water rights in the Wilkinson and Warren Ditches to allow its previously quantified rights and interest in water rights acquired with the Nogal parcel to the Town's intake. And it will also change portions of these water rights to wells or to pump stations on the property to provide the raw water irrigation system for all parcels. Augmentation of wintertime depletions from potable use would come from Eagle Park Reservoir. The Applicant is prepared to file such an action upon reaching an agreement on the water rights to be dedicated to the Town.

The Applicant proposes that the water rights be conveyed as development of the parcels is approved and prior to the Town issuing any final plat for a development.

The Wilson Water Group memorandum also includes an analysis of the water rights associated with the Nogal Ranch and we have provided deeds transferring the property. While this deed does not expressly describe the rights, the rights are transferred through the appurtenance clause of the deed.

**WARRANTY DEED**

**THIS DEED**, Made this 27TH day of **AUGUST**, 1993 between  
**NOGAL TRACTS A COLORADO GENERAL PARTNERSHIP**  
of the County of **EAGLE** and State of **COLORADO**, grantor, and

MERVYN LAPIN

whose legal address is 232 N. MEADOW DRIVE, VAIL, COLORADO 81657  
of the County of EAGLE and State of COLORADO, grants:

**WITNESSETH.** That the grantor, for and in consideration of the sum of **TWO HUNDRED EIGHTY-THOUSAND AND 00/100ths DOLLARS, (\$280,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **EAGLE**, and State of Colorado, described as follows:

PARCEL 3, ACCORDING TO THE MAP OF A. E. NOGAL PROPERTY  
RECORDED IN BOOK 255 AT PAGE 713, SAID PARCEL IS LOCATED IN  
TRACTS 68, 69 AND 70, SECTIONS 28, 32 AND 33, TOWNSHIP 4 SOUTH,  
RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, EXCEPT ANY PORTIONS THEREOF  
LYING WITHIN THE RIGHTS OF WAY OF U.S. HIGHWAY NO. 6 AND 24,  
COUNTY OF EAGLE, STATE OF COLORADO

also known by street and number as PARCEL 3 NOGAL TRACT ALONG RTE 6, EAGLE, COLORADO 81611

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 grantor, 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 grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has 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 aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any, .

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.  
**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

RONALD L. HORNUNG AS GENERAL PARTNER

**RAYMOND E. AMAN AS GENERAL PARTNER**

NOGAL TRACTS A COLORADO GENERAL  
PARTNERSHIP by /

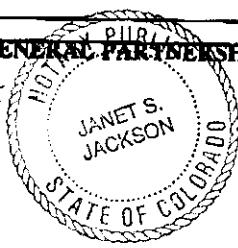
~~William L. Jones as General  
Partner~~

SEE PAGE TWO FOR ADDITIONAL NOTES

The foregoing instrument was acknowledged before me this 27TH day of AUGUST, 1993 by  
William L. Jones as General Partner

**NUGAL TRACTS A COLORADO GENERAL PARTNERSHIP**

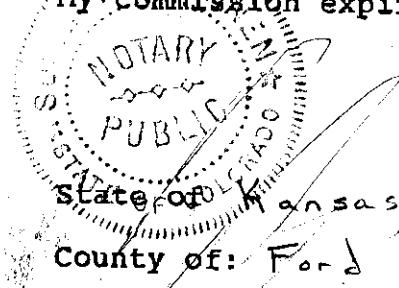
Witness my hand and official seal.



No. 932A, Rev. 7-84, WARRANTY DEED (for Photographic Record)

State of ColoradoCounty of Denver

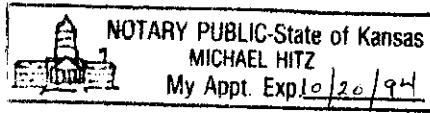
The foregoing instrument was acknowledged before me this 24 day of Aug 1993, by Raymond E. Aman, as General Partner of Nogal Tracts, a Colorado General Partnership Witness my hand and official seal.

My commission expires: 7-29-97

Susan R. Kekken  
Notary Public

The foregoing instrument was acknowledged before me this 21st day of AUG 21 1993, 1993 by: Ronald L. Hornung, as General Partner of Nogal Tracts, a Colorado General Partnership Witness my hand and official seal.

My commission expires:

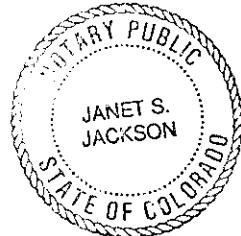


Michael Hitz  
Notary Public

State of

County of

The foregoing instrument was acknowledged before me this 27th day of August, 1993 by John P. Loughran, as General Partner of Nogal Tracts, a Colorado General Partnership Witness my hand and official seal.

My commission expires: 5-8-95

Janet S. Jackson  
Notary Public