

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____ (the "Effective Date") by and between the TOWN OF EAGLE, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and KATHY R. CHANDLER and GEORGE S. HENRY, individuals with an address of 220 E 6th Street, P.O. Box 1647, Eagle, CO 81631 ("Petitioners") (each a "Party" and collectively the "Parties").

WHEREAS, Petitioners own a 1.576-acre parcel of real property located in unincorporated Eagle County more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Unincorporated Property");

WHEREAS, the Unincorporated Property is currently zoned in Eagle County as Resource;

WHEREAS, Petitioners have filed a petition for annexation with the Town for the Unincorporated Property pursuant to C.R.S § 31-12-101, *et seq.*, and thereafter develop the Unincorporated Property and the Incorporated Property (collectively the "Development Property");

WHEREAS, Petitioners are the owner of 100% of the Property, excluding public rights-of-way;

WHEREAS, the Town has determined that it is in its best interest to annex the Property, for which municipal services are already provided to, and to receive revenues from the Property upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose and Applicability.

a. The purpose of this Agreement is to set forth the terms under and conditions which the Unincorporated Property will be annexed to the Town and the Development will proceed.

b. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Eagle Municipal Code, as amended (the "Code") and other applicable law.

c. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its residents.

2. Annexation. The annexation of the Unincorporated Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended.

3. Zoning. Petitioners hereby consent to the zoning of the Property as Old Town Residential (OTR) upon annexation. Land use is subject to the Town's police power and legislative authority. The Town reserves the right to rezone the Property in the future.

4. Subdivision. Petitioners may subdivide the property after the annexation becomes effective. A 10-foot drainage and utility easement along the Capitol Street right-of-way and a 30-foot by 30-foot by 35-foot triangle drainage and utility easement at the southwest corner of Capitol Street and East 6th Street shall be dedicated to the Town upon subdivision of the property. The appropriate subdivision application shall comply with applicable provisions of the Code at the time the administrative decision is made, and with applicable provisions of this agreement.

5. Water Rights Dedication and Service. Petitioners and Town entered into a Water Transfer Agreement recorded on July 27, 2005 at Reception No. 924071 of the Eagle County real property records, attached hereto as Exhibit B, whereby Petitioners quitclaimed all of their right, title and interest to water decreed to Ditch No. 1 as described in quit claim deed attached as Exhibit C. In exchange, the Town granted Petitioners two (2) EQRs for the Property. By this Agreement, the Town accepts this water rights dedication as 1.9 acre-feet, which is sufficient for service for 2 EQRs pursuant to Code Section 12.26. Any subdivision or development that results in more than 2 EQRs for the Property (in accordance with Section 12.16.060) will require Petitioners, their successors or assigns, to pay cash-in-lieu of dedication of additional water rights in the amount of \$7000.00 associated with the difference between 2 EQRs and the resulting EQR count and the Plant Investment Fee associated with the difference between 2 EQRs and the resulting EQR count.

6. Wastewater Connection. The existing single family home on the Property is connected to the Town's wastewater collection system and the Property is credited with 1.4 wastewater EQR. Any subdivision or development that results in more than 1.4 wastewater EQR for the Property will require Petitioners, their successors or assigns, to pay the difference between 1.4 wastewater EQR and the resulting wastewater EQR count.

7. Town Fees. Upon development of the Property, Petitioners shall make any and all required payments of fees to the Town, including public safety impact fees and street impact fees.

8. Waiver of Prior Vested Rights. Petitioners waive any prior vested property rights acquired in Eagle County so long as the Property remains annexed into the Town.

9. Recordation. This Agreement shall be recorded with the Clerk and Recorder of Eagle County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

10. Cure of Legal Defects. In the event the annexation or zoning of the Property or any portion of this agreement is declared void or unenforceable by final court action, the Town and Petitioners shall cooperate to cure any legal defects cited by the court, and immediately upon such cure, the Town shall recommence proceedings to annex the Property, subject to the terms of this Agreement.

11. Remedies. The sole and exclusive remedy of Petitioners against the Town for any breach of this Agreement shall be limited to filing a petition for disconnection with the Town. The Town's remedies under this Agreement include without limitation:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

12. Authority of the Town. Nothing in this Agreement shall constitute a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants.

13. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity.* The Parties and their respective officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either Party not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk

GEORGE S. HENRY

KATHY R. CHANDLER

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this _____ day of _____, 2025, by George S. Henry and Kathy R. Chandler.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

Exhibit A

DESCRIPTION:

PARCEL 1 - BOOK 598 PAGE 184

THAT PART OF THE E $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF SECTION 5, IN TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M. AS ORIGINALLY DESCRIBED AND PATENTED, DESIGNATED AND BECOMING A PART OF TRACTS 43 AND 45 OF THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE, APPROVED BY THE U.S. SURVEYOR GENERAL JUNE 20, 1922, AND ACCEPTED BY THE GENERAL LAND OFFICE JUNE 6, 1923, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY OF SIXTH STREET IN THE TOWN OF EAGLE, COLORADO, WHENCE THE TRUE POSITION OF CORNER NO. 1 OF TRACT NO. 43, IDENTICAL WITH CORNER NO. 4 OF TRACT NO. 45, CORNER NO. 3 OF TRACT NO. 40 AND CORNER NO. 2 OF TRACT NO. 42 (THE WITNESS CORNER WHEREOF BEING LOCATED S. 89°48' W. 17.82 FEET DISTANT), BEARS S. 74°43'46" E., 831.39 FEET DISTANT, THENCE, CONFORMING WITH THE EAST RIGHT OF WAY OF THE CAPITOL STREET AND THE SOUTH RIGHT OF WAY OF SIXTH STREET, ALONG THE EAST RIGHT OF WAY OF CAPITAL STREET S. 19°06' E. 98.32 FEET TO THE P.C.; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 430.78 FEET, 396.68 FEET, CHORD BEARING S 7 16' 49" W, CHORD LENGTH OF 382.81 FEET TO THE P.T.; THENCE S. 33°43' 00" W. 218.97 FEET; THENCE N. 89°36' E. 54.62 FEET TO THE WEST BOUNDARY OF THE EAGLE CEMETERY ASSOCIATION PROPERTY; THENCE, CONFORMING THERETO, N. 30°35' E. 258.14 FEET; THENCE N. 30°18' E. 381.86 FEET; THENCE S. 89°27' W. 60.52 FEET; THENCE NORTH 104.77 FEET, TO THE SOUTH RIGHT OF WAY OF SAID SIXTH STREET IN THE TOWN OF EAGLE, COLORADO; THENCE CONFORMING THERETO, S. 89°27' W. 180.22 FEET TO THE PLACE OF BEGINNING, CONTAINING AN AREA OF 1.3827 ACRES, MORE OR LESS.

AND

PARCEL 2 - BOOK 598 PAGE 184

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER (E $\frac{1}{2}$ NE $\frac{1}{4}$) OF SECTION 5, TWP. 5 S., R. 84 W., 6TH P.M., AS ORIGINALLY DESCRIBED AND PATENTED, DESIGNATED AND BECOMING A PART OF TRACT 45 OF THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE APPROVED BY THE U. S. SURVEYOR GENERAL JUNE 20, 1922, AND ACCEPTED BY THE GENERAL LAND OFFICE JUNE 6, 1923, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY OF SIXTH STREET IN THE TOWN OF EAGLE, COLORADO, WHENCE THE TRUE POSITION OF CORNER NO. 1 OF TRACT 43, IDENTICAL WITH CORNER NO. 4 OF TRACT 45, CORNER NO. 3 OF TRACT 40 AND CORNER NO. 2 OF TRACT 42 (THE WITNESS CORNER WHEREOF BEING LOCATED S. 89°48' W. 17.82 FEET DISTANT) BEARS S. 70°27'33" E. 659.83 FEET DISTANT; THENCE, N. 89°27' E. 95.02 FEET; THENCE S. 10°35' W. 68.89 FEET; THENCE S. 30°18' W. 43.30 FEET; THENCE S. 89°27' W. 60.52 FEET; THENCE NORTH 104.77 FEET TO THE PLACE OF BEGINNING, CONTAINING AN AREA OF 0.1986 ACRES, MORE OR LES

Exhibit B



6/31

WATER TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of June 2005, by and between the Town of Eagle (hereinafter "Eagle"), a Colorado Town, whose address is P.O. Box 609, Eagle, Colorado 81631 and George S. Henry and Kathy R. Chandler-Henry (hereinafter referred to as "Ditch Owner"), whose legal address is P.O. Box 1647, Eagle, CO, 81631.

Recitals

- A. The Town of Eagle is a Colorado Statutory Town which owns water rights, and provides water service to its residents and to certain out of Town residents around the Town of Eagle.
- B. Ditch owner owns the property located in the E1/2 NE1/4 of Section 5, Township 5 South, Range 84 West, 6th P.M., Eagle, Colorado, 220 E. Sixth Ave., Eagle, Colorado and also owns an interest in and to the Ditch No. 1 Ditch water rights.
- C. The Ditch No. 1 Ditch water rights were adjudicated on December 17, 1889 in Civil Action No. 294 and on October 3, 1936 in Civil Action No. 963 in the Eagle County District Court with appropriation dates of April 1, 1887 (Case 294) and September 1, 1923 (Case 963) for 2.6 c.f.s. absolute (Case 294) and c.f.s. absolute (Case 963).
- D. The parties would like to set forth their agreement regarding the transfer of all of Ditch Owner water rights decreed to the Ditch No. 1 Ditch to the Town and the Town's agreement to compensate Ditch Owner for such conveyance.

WHEREFORE, in consideration of the above, the parties further agree as follows:

1. **Water Transfer.** Ditch owner agrees to transfer to the Town of Eagle by Quit Claim Deed executed simultaneously herewith all of its right and entitlement to water decreed to the Ditch No. 1 Ditch as such ditch is described above. Any and all rights to use of the Ditch No. 1 Ditch easement shall be abandoned and relinquished by the Ditch Owner; the Town of Eagle shall abandon and relinquish any and all rights to use of the Ditch No. 1 Ditch easement on the Henry property except as outlined in Paragraph 3 below, Drainage Easement.
2. **Water Tap.** The Town will provide to Ditch Owner a one (1") water tap to their property located at 220 E. 6th St., Eagle, Colorado without tap fees for future use and development. Said water tap shall be in addition to the water tap that exists for the property of the Ditch Owner (226 East 6th Street). The existing tap will remain available for Ditch Owner for any future development on their property. The two taps represent a total of 2 EQRS.
3. **Drainage, Pedestrian and Utility Easement.** The Ditch owner herein conveys to the Town an easement for drainage, which shall be located on the South triangular corner of the Ditch Owner's property as shown and described on the attached Exhibit A to be used by the Town for drainage and storm water discharge, pedestrian path and utilities. This easement has been surveyed by the Town and the location of said easement is shown on the attached Exhibit A. An easement deed conveying this easement to the Town in the form as set forth on the Attached Exhibit B shall be executed by the Ditch Owner and filed by the Town with the Eagle County Clerk and Recorder.

OK
JKC/PJG
1.14.05

OK
KCH/BS
1.14.05

4. **Indemnification.** Eagle hereby agrees to indemnify, defend and hold harmless Ditch Owner, their successors and assigns in the record ownership of the underlying property traversed by the Easement, or any part thereof, to the full extent allowed under Colorado law, from and against any actual or threatened loss, claim, demand, negligence, cause of action, liability, cost expense (including attorney's fees and litigation expenses) or damages of any kind or nature (including those involving death, personal injury or property damage) associated with or incurred in any way or arising from, whether directly or indirectly and whether foreseeable or unforeseeable, the grant construction or use of the Easement by Eagle, excepting any such claims or losses which may arise directly from the willful and grossly negligent acts of Ditch Owner, their agents or employees.

5. **Consideration.** Town agrees that it will pay the sum of \$6,000.00 to Ditch Owner simultaneously at closing for said water rights. This is based upon the historic use of said ditch rights to irrigate one acre of ground.

6. **Release of Lien.** Ditch Owner has a mortgage lien on the property and water rights and agrees to apply for a release of such lien(s) as it affects the water rights and the drainage easement grant to effectuate this Agreement. Ditch Owner shall comply with any requirements of the mortgage company to effectuate said release. In the event that Ditch Owner mortgage company is unwilling to release the water rights and allow for the easement, the parties shall agree to a conveyance without a release from the lien holder, a long term lease of the water rights to the Town and/or abandonment of the water rights which shall be determined in the discretion of the Town.

7. **Closing.** The closing of this transaction shall be scheduled to occur on June 27, 2005 at 10:00 a.m. at the Eagle Town Hall. At that time Ditch Owner shall have a Partial Release of Lien and Quit Claim Deed.

8. **Obligation.** Ditch Owner agrees that they will, at their sole cost and expense replace the existing galvanized water service line which supplies Town water to their property from the curb stop to the place of use. At the time that such work is accomplished the Town agrees to replace any connecting water line from the curb stop to its main water line that is galvanized pipeline. The Town shall compensate Ditch owner the amount of \$1,500.00 for said replacement.

9. **Water Service Charges.** The Town shall not charge or collect tap fees for additional water service to be provided to Ditch Owner, however Ditch Owner shall be responsible to pay any and all additional water service charges that may be assessed by the Town to all similarly situated water users.

10. **Change of Water Right.** Eagle may file a change in water right application to change the place of diversion and use of the Ditch No. 1 Ditch water rights. Ditch Owner agrees that they will not oppose said changes, in water court or otherwise.

11. **Attorney Fees.** The Town agrees to pay the attorney fees of Balcomb & Green, P.C. incurred by Ditch owner and all others who also have water rights in and to the Ditch No. 1 in the total amount of no more than \$7,000.00.

12. **Release.** The parties herein agree to release each other from any and all claims they may have or have had in the past in connection with the use of the Ditch No. 1 Ditch water rights and/or ditch structure including but not limited to claims from the use and/or overflow of water from the Ditch No. 1 Ditch structure regardless of whether occurring from excess water being diverted into the ditch from Brush Creek or from the collection of other storm or drainage waters in the ditch.

13. **Binding Effect.** The parties intend that this agreement shall be appurtenant to and run with title to the parties' properties as it is described herein and shall otherwise be binding upon, and inure to the benefit of, the parties, their heirs, successors and/or assigns. This agreement shall be recorded in the real property records of Eagle County, Colorado.

14. Complete Agreement/Amendments. This Agreement shall be considered to be a complete agreement of all matters associated with the transfer of water rights to the Town and payments therefore. There are no other agreements in connections herewith. This agreement may only be amended by a written document signed by all parties and recorded in the real property records of Eagle County, Colorado.

15. Interpretation. This agreement shall be interpreted according to the laws of the State of Colorado.

16. **Authority.** The undersigned signatories each affirm that she/he has been granted the requisite authority from the entity he/she represents to execute this Agreement and bind such party to the terms and conditions hereto.

IN WITNESS WHEREOF, on this ____ day of June, 2005 the parties hereto execute this Agreement.

A circular seal with a decorative floral or star-like border. Inside the border, the letters 'S. B. M. S.' are arranged in a circular pattern. Below the seal, the words 'Attest Clerk' are written in a cursive script.

The Town of Eagle

By: Jon Stavney, Mayor

STATE OF COLORADO)
) ss:
COUNTY OF EAGLE)

Subscribed and sworn to me by Jon Stavney as mayor of the Town of Eagle on
this 21 day of June, 2005.

July

In witness whereof, I hereunto set my hand and official seal.

My Commission expires:



Marlene M. Johnson
Notary Public

George S. Henry and Kathy R. Chandler-Henry

By: George S. Henry

George S. Henry

By: Kathy R. Chandler-Henry

Kathy R. Chandler-Henry

STATE OF COLORADO)
) ss:
COUNTY OF EAGLE)

Subscribed and sworn to me by George S. Henry and Kathy R. Chandler-Henry
on this 24 day of June, 2005.

In witness whereof, I hereunto set my hand and official seal.

My Commission expires:

3/25/08

X Jon Stavney
Notary Public

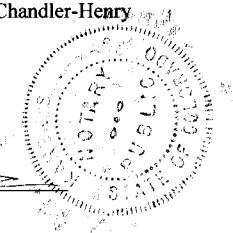


EXHIBIT B

EASEMENT DEED

This EASEMENT DEED is made this 15th day of March, 2005, by and between George S. Henry and Kathy R. Chandler-Henry (referred to herein as "Grantors"), and the Town of Eagle (referred to herein as "Grantee"), all of the County of Eagle, State of Colorado.

Grantors are the owners of real property located in the Town of Eagle, State of Colorado, more particularly described at Book 598 Page 184 Reception No. 494275 of the records of the Eagle County Clerk and recorder also known as 220 East Sixth Street, Eagle, Colorado (referred to herein as the "Property");

For and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by Grantee to Grantors, the adequacy and receipt of which is hereby acknowledged, Grantors do hereby grant, sell, convey and quitclaim unto the Grantee, their successors and assigns, a nonexclusive easement over, across and beneath the Property in the location as set forth on Exhibit A for the uses of access, utilities, drainage and storm water collection and for the construction, maintenance, repair and replacement of structures therefore within the "Easement Parcel" generally depicted on Exhibit A, attached hereto and incorporated herein by this reference, and shall include rights of subjacent support and access reasonably necessary for the proper maintenance, repair and replacement of said structures. Grantees shall be solely responsible for uses made and for the maintenance, repair and replacement of all structures.

IN WITNESS WHEREOF, Grantors have set executed this deed on the date set forth above.

GRANTORS:

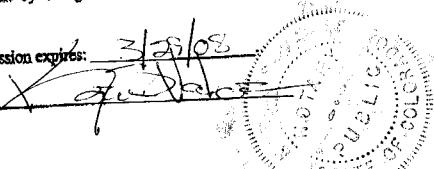
By *George S. Henry*
George S. Henry

By *Kathy R. Chandler-Henry*
Kathy R. Chandler-Henry

STATE OF COLORADO)
) ss.
 COUNTY OF EAGLE)

Acknowledged, subscribed, and sworn to before me by George S. Henry and Kathy R. Chandler-Henry, this 15th day of March, 2005.

WITNESS my hand and official seal. My Commission expires: 3/31/08



Eagle-Easement Deed-Henry-1
February 9, 2005

After recording, return to:
Colo. Recg. & Marshal, PC
1204 Grand Ave.
Glenwood Springs, CO 81601

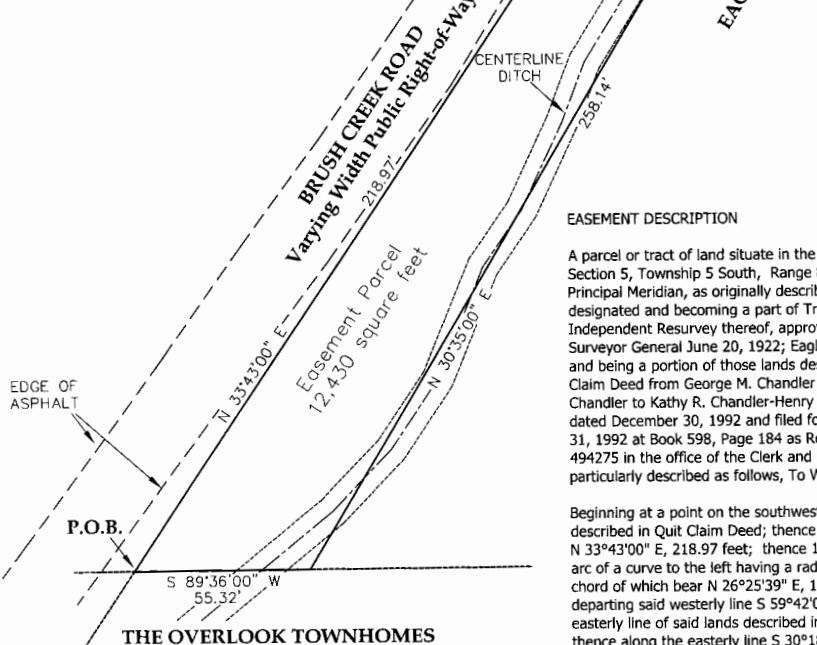
EASEMENT EXHIBIT A

SEVENTH STREET

METES & BOUNDS PARCEL
KATHY R. CHANDLER-HENRY
AND GEORGE S. HENRY
BOOK 598, PAGE 184, RECEPTION
NUMBER 494275

NOTES:

- 1) STREET ADDRESS: 220 E. Sixth Street.
- 2) The Easement Description and Record Deed Lines were derived from the Quit Claim Deed from George M. Chandler and Marjorie E. Chandler to Kathy R. Chandler and George S. Henry dated December 30, 1992 and filed for record on December 31, 1992 at Book 598, Page 184 as Reception Number 494275 in the office of the Clerk and Recorder.
- 3) Said Deed does not close mathematically. Archibeque Land Consulting, Ltd recommends a boundary survey be performed to very record legal description.



EASEMENT DESCRIPTION

A parcel or tract of land situate in the E 1/2 of the NE 1/4, Section 5, Township 5 South, Range 84 West of the 6th Principal Meridian, as originally described and patented, designated and becoming a part of Tracts 43 and 45 of the Independent Reservey thereof, approved by the U.S. Surveyor General June 20, 1922; Eagle County, Colorado; and being a portion of those lands described in the Quit Claim Deed from George M. Chandler and Marjorie E. Chandler to Kathy R. Chandler-Henry and George S. Henry dated December 30, 1992 and filed for record on December 31, 1992 at Book 598, Page 184 as Reception Number 494275 in the office of the Clerk and Recorder; being more particularly described as follows, To Wit:

Beginning at a point on the southwest corner of said lands described in Quit Claim Deed; thence along the westerly line N 33°43'00" E, 218.97 feet; thence 109.61 feet along the arc of a curve to the left having a radius of 430.78, the chord of which bear N 26°25'39" E, 109.31 feet; thence departing said westerly line S 59°42'00" E, 43.18 feet to the easterly line of said lands described in Quit Claim Deed; thence along the easterly line S 30°18'00" W, 41.26 feet; thence S 30°35'00" E, 258.14 feet to the southeast corner of said lands described in Quit Claim Deed; thence along the south line S 89°36'00" W, 55.32 feet to the Point of Beginning; containing 12,430 square feet, more or less.

Said non-exclusive easement is being granted for the installation, repair, replacement, improvement and maintenance of the irrigation ditch commonly known as the Town Ditch or the Edwards Ditch. Also including a pedestrian path, utility, and drainage easement for installation, repair, replacement, improvement and maintenance of any and all related structures by the Town of Eagle. All improvements shall be flush or below grade.

REVISED: 06-13-05 EASEMENT DESCRIPTION



Archibeque Land Consulting, Ltd
~ Professional Land Surveying & Mapping ~
105 Capitol Street, Suite 5 - P.O. Box 3893
Eagle, Colorado 81631
970.328.6020 Office 970.328.6021 Fax

0	20	40
1 inch = 40 feet		
DRAWN BY:	JOB NUMBER:	
TJA	04047_esmt.DWG	

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

Exhibit C

QUIT CLAIM DEED

STATE of COLORADO
COUNTY of EAGLE

This Deed is made this day of 27 June, 2025 by and between Grantors, George S. Henry and Kathy Chandler-Henry, and Grantee, Town of Eagle.

Grantor hereby quitclaims to Grantee all of its right and entitlement to water decreed to the Ditch No. 1 Ditch as such ditch is described below:

Ditch owner owns 1.38 acre property located in the E1/2 NE1/4 of Section 5, Township 5 South, Range 84 West, 6th P.M., Eagle, Colorado, (220 E. Sixth Street) and also owns an interest in and to the Ditch No. 1 Ditch water rights.

Ditch No. 1 Ditch water rights were adjudicated on December 17, 1889 in Civil Action No. 294 and on October 3, 1936 in Civil Action No. 963 in the Eagle County District Court with appropriation dates of April 1, 1887 (Case 294) and September 1, 1923 (Case 963) for 2.6 c.f.s.absolute (Case 294) and c.f.s. absolute (Case 963).

FURTHER, this Quit Claim deed satisfies requirements of the Water Transfer Agreement executed between the Town of Eagle, George S. Henry and Kathy R. Chandler-Henry, July 21, 2005.

SIGNATURES

Grantors signed, sealed and delivered this Quit Claim Deed to the Town of Eagle on

27 June 2025

George S. Henry and Kathy R. Chandler-Henry

By:

George S. Henry

George S. Henry

By:

Kathy R. Chandler-Henry

Kathy R. Chandler-Henry

STATE OF COLORADO)
) ss:
COUNTY OF EAGLE)

Subscribed and sworn to me by George S. Henry and Kathy R. Chandler-Henry on
June 27, 2025.

In witness whereof, I hereunto set my hand and official seal.

My Commission expires:

11/26/2028

Natalia Gonzalez

Notary Public

NATALIA GONZALEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194046231
MY COMMISSION EXPIRES 11/26/2028

Town of Eagle

By: _____

STATE OF COLORADO)
) ss:
COUNTY OF EAGLE)

Subscribed and sworn to me by _____ on _____.

In witness whereof, I hereunto set my hand and official seal.

My Commission expires:

Notary Public