

DEED OF EASEMENT AND EASEMENT AGREEMENT

BETWEEN CAMILLETTI & SONS, INC. AND

ROUTT COUNTY, COLORADO

THIS DEED OF EASEMENT AND EASEMENT AGREEMENT is made and effective this 6th day of July, 1982, by and between Camilletti and Sons, Inc., of Milner, Colorado (herein called "Grantor") whose mailing address is Box 167 Milner, Colorado - 80477 and Routt County, Colorado (herein called "Grantee"), and provides as follows:

Grantee has plans for the construction of sewage collection and sewage treatment facilities serving the Community of Milner in Routt County, Colorado. Grantee wishes to obtain easements over certain property owned by Grantor for portions of this construction. The Grantee also wishes to obtain ownership of a tract of land for the purpose of constructing the sewage treatment facilities. The Grantor is willing to convey such easements and property to the Grantee for certain considerations. The purpose of this deed and agreement is to accomplish the easement conveyances and define the continuing rights and obligations of the parties regarding the easements and to formalize the agreement concerning the transfer of ownership of the above mentioned tract of land.

NOW THEREFORE, in consideration of the promises and covenants contained herein and the performance thereof, the parties agree as follows:

1. Grant of Temporary Easement.

Grantor hereby grants and conveys to the Grantee and to its construction contractors a temporary construction easement 80 feet in width as described in Exhibit B, "Temporary Construction Easement, Access Road and Sewage Force Main," which is attached to and incorporated in this Agreement, for the purpose of constructing and installing the sewage treatment facility access road and sewage force main.

All lands described in Exhibit B but not included in the permanent "Access Road and Sewage Force Main Easement" as described in Exhibit C shall, upon final project completion, as signified by the filing by the Grantee of a "Certificate of Completion" for the project, revert to and become the sole property of Grantor, free and clear of the rights, grants and interests herein given and made by Grantor.

2. Grant of Permanent Easements.

Grantor hereby grants and conveys to the Grantee permanent easements as follows:

A. "Lift Station Easement.", as described in Exhibit A which is attached to and incorporated in this Agreement, for the purposes of constructing, installing, operating, expanding, modifying and maintaining the lift station area to include the following facilities:

- (1) a portion of the plant access road;
- (2) an eight inch diameter sewer line;

- (3) the sewage lift station and valve vault;
- (4) a portion of the four inch diameter sewer force main;
- (5) lift station electrical and control facilities;
- (6) lift station area driveway; and
- (7) miscellaneous fencing and other improvements.

B. "Access Road and Sewage Force Main Easement", as described in Exhibit C which is attached to and incorporated in this Agreement, for the purpose of constructing, installing, operating, expanding, modifying and maintaining the access road and force main to include the following facilities:

- (1) the sewage treatment facility access road; and
- (2) a portion of the four inch diameter sewage force main and appurtenances.

Such permanent easement shall be located within the temporary construction easement noted in paragraph 1. above and described in Exhibit B.

C. "Effluent Discharge Ditch Easement", as described in Exhibit D - Parcel 2 which is attached to and incorporated in this Agreement, for the purpose of constructing, installing, operating, expanding, modifying and maintaining an effluent discharge ditch. The ditch will be triangular in section, approximately 2 to 3 feet deep, and open except where culverted. The purpose of the ditch is the transporting of sewage treatment facility effluent from the sewage treatment facility to a discharge point in a channel of the Yampa River.

3. Terms of Easements.

The permanent easements shall be perpetual. However, if Grantee abandons the entirety of the easements for the uses and purposes set forth above, the easements shall terminate and all right and interest of Grantee hereunder shall revert to Grantor, or his heirs, successors or assigns. If Grantee should so abandon the easements, upon request by Grantor, Grantee agrees to execute an appropriate instrument setting forth such fact, executed with the same formality as this Agreement and recordable in the real property records of Routt County, Colorado.

4. Special Provisions of Easements.

The permanent easements noted in paragraphs 2A, 2B and 2C above and described in Exhibits A, C, and D - Parcel 2 shall contain the following special provisions:

a. "Lift Station Easement".

- (1) Rights of Ingress and Egress. The Grantor shall have access to adjacent property through the lift station easement by means of an improved driveway to be constructed by the Grantee along the north side of the lift station easement. Grantee shall have access to lift station area and to the "Sewage Treatment Facility Tract" through the lift station easement.

- (2) Responsibility for Maintenance. The Grantee shall be responsible for maintaining all fences, roads and driveways constructed by the Grantee within the easement. Winter maintenance (snowplowing) shall not ordinarily be done unless deemed necessary by the Grantee for his access.

b. "Access Road and Sewage Force Main Easement".

- (1) Rights of Ingress and Egress. Both parties shall have the right of ingress and egress through the easement. Grantee shall have the right of ingress and egress over Grantor's adjoining property as may be reasonably necessary for the operation and maintenance of the access road and force main together with the right to perform operation and maintenance functions, whether or not contained in the permanent easement. Prior notification of the need to perform maintenance or repair work outside of the easement must be given. Any portions of Grantor's adjacent property which are damaged as a result of the exercise by Grantee of this right of ingress or egress or maintenance shall be restored by Grantee, at its expense, as nearly as possible to their original state. To the extent restoration is not possible, Grantee shall pay to Grantor reasonable damages.

- (2) Gates. Grantee shall construct two metal gates along the access road. One metal gate shall be at the crossing of the road with an existing fence near the Grantor's northerly property line, and the second metal gate shall be constructed at the entrance to the sewage treatment plant site.

- (3) Responsibility for Maintenance. The Grantee shall be responsible for maintaining the access road and gates constructed. Winter maintenance (snowplowing) shall not ordinarily be done unless deemed necessary by the Grantee for his access.

c. "Effluent Discharge Ditch Easement".

- (1) Right of Ingress and Egress. Grantee shall have the right of ingress and egress over Grantor's adjoining property as may be reasonably necessary for the operation and maintenance of the easement, whether or not contained in the easement. Any portions of the Grantor's adjacent property which are damaged as a result of the exercise by Grantee of this right of ingress or egress shall be restored by Grantee, at its expense, as nearly as possible to their original state. To the extent restoration is not possible, Grantee shall pay to Grantor reasonable damages.

- (2) Responsibility for Maintenance. Grantee shall be responsible for maintaining the ditch to

such an extent that free drainage of treatment plant effluent occurs. This maintenance shall be at Grantee's expense. Grantor shall not make any alterations or modifications to the effluent discharge ditch or to the surrounding property which may adversely affect the discharge of effluent from the sewage treatment plant site.

5. Community of Milner Sewage Treatment Facility Tract.

The Grantor agrees within a reasonable time to convey title to a tract of land as described in Exhibit D, Parcel 1, "Sewage Treatment Facility Tract" which is attached to and incorporated in this Agreement, to the Grantee for the purpose of constructing sewage treatment facilities serving the Community of Milner, Routt County, Colorado.

6. Consideration. As consideration for the rights, interest, agreements, and grants herein given and made by Grantor, the Grantee shall make available to Grantor, without charge, 12 single-family residential sewer taps to the Community of Milner sewer system; and perform other duties and construct other facilities as noted herein.

7. Indemnity. The Grantee agrees to indemnify Grantor from and against all liability, cost and expense incurred by Grantor as a result of the construction, installation, operation, expansion, modification and maintenance by the Grantee of the above-described facilities.

8. Binding Effect/Miscellaneous. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. This Agreement shall not be amended except by an instrument in writing signed by the parties sought to be charged with such amendment, and shall be governed by the laws of the State of Colorado. Grantor agrees that all facilities installed on or under the permanent easements at the expense of the Grantee shall remain the property of the Grantee.

IN WITNESS WHEREOF, the parties have duly executed this instrument the day and year first above written.

ATTEST:

Frank H. Camilletti
Secretary

CAMILLETTI AND SONS, INC.

BY: Albert Camilletti
President

ROUTT COUNTY, COLORADO

BY: Dee Berg

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF COLORADO)
) SS.
COUNTY OF ROUTT)

Subscribed and sworn to before me this 24 day
of July, 1982, by Albert Camilletti and Frank Camilletti as Secretary
President - Albert Camilletti of Camilletti and Sons, Inc.

WITNESS my hand and official seal.

My commission expires: March 7, 1986

Arma S. Naethman
Notary Public
Address: P.O. Box 186

(S E A L)

number 680477

STATE OF COLORADO)
) SS.
COUNTY OF ROUTT)

Subscribed and sworn to before me this 29th day
of June, 1982, by Routt County, Colorado.

WITNESS my hand and official seal..

My commission expires:

Kim Sullivan, Rep.
Notary Public Routt Co. Clerk's Records
Address: Box 773598, Butte Spg Co

(S E A L)

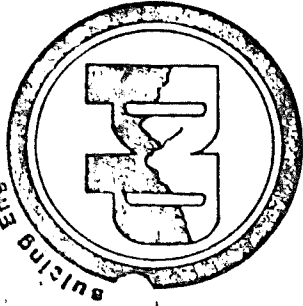


EXHIBIT A

LIFT STATION EASEMENT

June 21, 1982

Description of a lift station easement located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 15, T6N R86W of the 6th P.M., Routt County, Colorado.

Beginning at a point on the south boundary line of the Amended Plat of the Town of Milner as filed by plat with the Clerk and Recorder from which the southeast corner of said Town bears N 61°45'13" E 745.49 feet,

thence continuing along said south boundary S 61°45'13" W 88.53 feet,
thence N 89°21'47" W 5.90 feet along said south boundary,

thence S 04°06'00" E 27.36 feet to a curve on the north ROW of the Denver
Rio Grande and Western Railroad, from which the radius point bears

S 11°06'02" W 5779.58 feet,

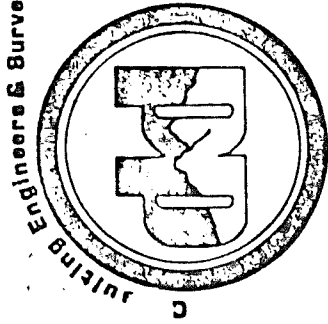
thence along said ROW on a curve to the right a distance of 90.0 feet and
whose chord bears S 78°27'13" E 89.99 feet,

thence N 04°06'00" W 87.35 feet to the Point of Beginning.

Containing .11 acre more or less.

Bearings are based upon the east line of the Town of Milner being N 00°48'13" E.

Town of Milner 1703-3B



Dismuke & Associates, Inc.
P.O. Box 626 Steamboat Springs, Colorado 80477
(303) 879-2715

EXHIBIT B

**TEMPORARY CONSTRUCTION EASEMENT
ACCESS ROAD AND SEWAGE FORCE MAIN**

June 22, 1982

Description of an ingress-egress access road and sewage force main easement located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 15, T6N R86W of the 6th P.M., Routt Co., Colorado.

Said easement being 40 feet on each side of the following described center-line.

Beginning at a point on the south boundary of the Denver and Rio Grande Western Railroad from which the southeast corner of the Town of Milner as shown on the amended plat of the Town of Milner, Colorado bears N 47° 33' 52" E 941.13 feet. Said point being on a curve from which the radius point bears N 71° 20' 58" W 78.03 feet,

thence along said curve to the right a distance of 20.28 feet and whose chord bears S 26° 05' 46" W 20.22 feet to a point of curvature from which the radius point bears S 56° 27' 32" E 95.63 feet, thence along said curve to the left a distance of 101.55 feet and whose chord bears S 03° 07' 15" W 96.85 feet, thence S 27° 17' 59" E 50.39 feet to a point of curvature from which the radius point bears N 62° 42' 02" E 121.54 feet, thence along said curve to the left a distance of 64.45 feet and whose chord bears S 42° 29' 24" E 63.69 feet to a point of curvature from which the radius point bears S 32° 19' 11" W 140.22 feet, thence along said curve to the right a distance of 49.45 feet and whose chord bears S 47° 34' 42" E 49.19 feet to a point of curvature from which the radius point bears N 52° 31' 26" E 99.88, thence along said curve to the left a distance of 25.50 feet and whose chord bears S 44° 47' 24" E 25.43 feet, thence S 52° 06' 13" E 127.80 feet to the north line of the Community of Milner Sewage Treatment Facility Tract.

Bearings based upon the east line of the Town of Milner being N 00° 48' 13" E.

Town of Milner 1703-3B

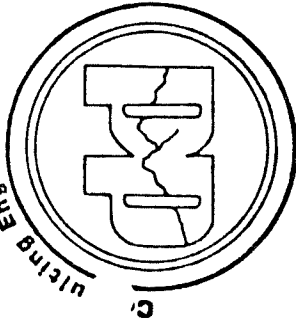


EXHIBIT C

ACCESS ROAD AND SEWAGE FORCE MAIN EASEMENT

Description of an ingress-egress access road and sewage force main easement located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 15, T6N R86W of the 6th P.M., Routt Co., Colorado.

Said easement being 15 feet on each side of the following described centerline.

Beginning at a point on the south boundary of the Denver and Rio Grande Western Railroad from which the southeast corner of the Town of Milner as shown on the Amended Plat of the Town of Milner, Colorado bears N 47°33'52" E 941.13 feet. Said point being on a curve from which the radius point bears N 71°20'58" W 78.03 feet,

thence along said curve to the right a distance of 20.28 feet and whose chord bears S 26°05'46" W 20.22 feet to a point of curvature from which the radius point bears S 56°27'32" E 95.63 feet, thence along said curve to the left a distance of 101.55 feet and whose chord bears S 03°07'15" W 96.85 feet, thence S 27°17'59" E 50.39 feet to a point of curvature from which the radius point bears N 62°42'02" E 121.54 feet, thence along said curve to the left a distance of 64.45 feet and whose chord bears S 42°29'24" E 63.69 feet to a point of curvature from which the radius point bears S 32°19'11" W 140.22 feet, thence along said curve to the right a distance of 49.45 feet and whose chord bears S 47°34'42" E 49.19 feet to a point of curvature from which the radius point bears N 52°31'26" E 99.88 feet.

Said ROW being 25.0 feet on each side of the following described centerline.

thence along said curve to the left a distance of 25.50 feet and whose chord bears S 44°47'24" E 25.43 feet, thence S 52°06'13" E 127.80 feet to the north line of the Community of Milner Sewage Treatment Facility tract.

Bearings based upon the east line of the Town of Milner being N 00°48'13" E.

Town of Milner 1703-3B

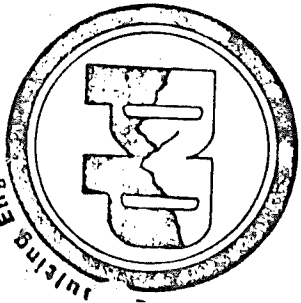


EXHIBIT D

PARCEL 1 - Community of Milner Sewage Treatment Facility Tract
Description of a tract of land located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 15, T6N R86W
of the 6th P.M., Routt County, Colorado.

Beginning at a point on the south ROW of the Denver Rio Grande & Western Railroad from which the southeast corner of the Amended Plat of the Town of Milner as filed by plat with the County Clerk and Recorder, bears N 20° 51' 09" E, 791.00 feet,

Said point being on a curve from which the radius point bears S 16° 20' 27" W 5579.58 feet,
thence along said ROW on a curve to the right a distance of 418.05 feet and whose chord bears S 71° 30' 46" E 417.95 feet,
thence S 69° 21' 59" E 43.50 feet along said ROW,
thence S 42° 58' 48" W 650.01 feet,
thence N 48° 25' 24" W 409.18 feet,
thence N 41° 34' 36" E 470.36 feet to the Point of Beginning.

Containing 5.38 acres more or less.

PARCEL 2 - Effluent Discharge Ditch Easement
Together with a 20 foot wide effluent discharge ditch easement being 10.0 feet on each side of the following described centerline.

Beginning at a point on the west line of the above described parcel from which the westernmost corner of said parcel bears N 48° 25' 24" W 7.00 feet,

thence S 31° 54' 04" W 100.24 feet,
thence S 40° 11' 22" W 160.76 feet to a point in the Yampa River.

Together with the following described easement.

Town of Milner 1703-3B