



# Town of Blue River Memorandum

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TO: Mayor & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy

DATE: April 19, 2024

SUBJECT: **2024 Proposed Tarn Improvements and Plan**

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## **Background**

On April 21, 1971, and updated in 1991 an agreement (attached) was drafted and signed designating perpetual recreation rights to the Goose Pasture Tarn, “Tarn,” to the Town of Blue River, “Town.” Since 1971, residents of the Town of Blue River have enjoyed use of the Tarn for fishing, kayaking, paddle boarding and boats with electric motors. The Town of Breckenridge owns the dam, water and land under the water. The Theobald Family has remained owner of the land surrounding the Tarn, aka “the doughnut.”

The Town has stocked the Tarn in the summer with trout, provided resident stickers and boat permits for a fee of \$20. The Town has utilized law enforcement to enforce residency requirements and rules outlined in Chapter 6 of the Blue River Municipal Code.

Since 2016, members of the Board of Trustees including the Mayor and Mayor Pro Tem and staff have conducted ongoing conversations with the Theobald Family concerning the potential purchase of land surrounding the Tarn.

In 2020, the Town of Breckenridge, owner of the water, dam and land under the Tarn began construction of a new earthen dam and closed use of the Tarn until the end of 2023.

In January 2024, Town of Blue River Mayor Toby Babich and Town Manager Michelle Eddy met with Rob Theobald concerning the reopening of the Tarn and the potential improvements, staffing, and potential purchase. At the meeting plans were presented (attached) and a discussion of a long-term land use agreement. A draft plan were sent to the Theobald Family in February. The Town Attorney’s office has been working on a land use agreement. To date no response has been received.

## **Draft Plan**

### **Entrance/Exit**

- It is proposed to improve the entrance to the west side of the Tarn by widening and realigning the area. The entrance will contain a sign indicating “Private Lake. No

Public Access.” The entrance will be a one-way entrance with an exit on the north end. There will be additional signage indicating one way and no access on the north end. This draft concept has been preliminarily approved by CDOT. The exit had previously been used by construction crews during the dam replacement.

- By creating a one way in/out, it improves the safety of exiting and re-entering Hwy 9.

### **West Side Recreation Area**

- It is proposed to install a sign at the base of the entrance area indicating for use by Blue River Residents ONLY and permits required.
- A small shed will be installed, and power provided to the shed. The shed will be painted to meet Land Use Regulations and with colors matching the natural environment. The shed will be a check in point and station for the proposed Blue River Ambassador staff.
- Power for the shed will be to allow for use of a small tablet and Starlink internet. The system will enable staff to verify permitting and residency.
- A single porta potty will be placed for the summer only replicating what has been provided and serviced at Theobald Memorial Park (Town Park).
- A trash can will be placed out daily and removed daily for use by residents utilizing the Tarn.
- It is proposed to have limited parking available, with the “roadway” crossing through the middle and green fishing, boat entrance space along the water way.

### **Blue River Ambassadors**

- The Blue River Ambassadors will be seasonal staff working Memorial Day to September 30<sup>th</sup> each season.
- The Ambassadors will be responsible for checking residency, directing residents in going online to purchase boat permits, picking up trash and weeds in the area of the Tarn.
- Ambassadors will unlock and open the shed each day as well as closing and locking the shed. All trash bags will be returned to Town Hall each day.

45.00

410533  
SUMMIT COUNTY  
CLERK AND RECORDER  
OCT 1 2 10 PM '91  
DEPOSIT RECEIPT

WARRANTY DEED

This Deed is from THE TOWN OF BLUE RIVER, COLORADO, a municipal corporation ("Blue River" or "Grantor"), to THE TOWN OF BRECKENRIDGE, COLORADO, a municipal corporation ("Breckenridge" or "Grantee"), 150 Ski Hill Road, P.O. Box 168, Breckenridge, Colorado 80424. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells and conveys to Grantee the following real property in the County of Summit and State of Colorado:

- (1) A PARCEL OF LAND KNOWN AS GOOSE PASTURE TARN AND DAM AND LOCATED PARTIALLY WITHIN THE CROWN PLACER MINING CLAIM, U.S. MINERAL SURVEY NO. 13623; PARTIALLY WITHIN THE GOLD NUGGET PLACER MINING CLAIM, U.S. MINERAL SURVEY NO. 13623; PARTIALLY WITHIN THE GOLDEN CROWN PLACER MINING CLAIM, U.S. MINERAL SURVEY NO. 5025 AND WHOLLY WITHIN THE TOWN OF BLUE RIVER, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 8, THE SPILLWAY FILING NO. 1 SUBDIVISION AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER, SUMMIT COUNTY, COLORADO, BEING THE TRUE POINT OF BEGINNING, WHENCE CORNER NO. 11 OF SAID CROWN PLACER BEARS N 12°56'12" W 1174.72 FEET DISTANT; THENCE S 89°59'10" E ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 232.37 FEET; THENCE S 65°55'02" E CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE A DISTANCE OF 174.59 FEET; THENCE S 21°49'37" W A DISTANCE OF 66.72 FEET TO A POINT ON THE EDGE OF THE WATER SURFACE OF GOOSE PASTURE TARN, WHENCE CORNER NO. 12 OF SAID CROWN PLACER, IDENTICAL TO CORNER NO. 3 OF SAID GOLD NUGGET PLACER BEARS N 79°56'41" E 445.4 FEET DISTANT; THENCE ALONG SAID EDGE OF THE WATER SURFACE FOR THE FOLLOWING 144 COURSES:

- THENCE S 83°01'19" E A DISTANCE OF 52.50 FEET
- THENCE S 16°07'44" E A DISTANCE OF 44.29 FEET
- THENCE S 27°29'15" E A DISTANCE OF 40.21 FEET
- THENCE S 44°49'21" E A DISTANCE OF 41.68 FEET
- THENCE S 25°05'43" E A DISTANCE OF 42.74 FEET
- THENCE N 61°43'57" E A DISTANCE OF 7.02 FEET
- THENCE S 23°03'05" E A DISTANCE OF 52.58 FEET
- THENCE S 33°15'06" E A DISTANCE OF 46.67 FEET
- THENCE S 15°34'12" E A DISTANCE OF 48.34 FEET
- THENCE S 80°57'10" W A DISTANCE OF 11.90 FEET
- THENCE S 15°21'08" E A DISTANCE OF 100.71 FEET

State Documentary Fee  
 Date 10-4-91  
 \$ Ex. 39-13-104(1) a

THENCE S 03°11'45" E A DISTANCE OF 50.22 FEET  
 THENCE S 10°01'51" W A DISTANCE OF 19.72 FEET  
 THENCE S 04°19'02" E A DISTANCE OF 202.99 FEET  
 THENCE S 40°52'59" W A DISTANCE OF 47.49 FEET  
 THENCE S 31°42'05" W A DISTANCE OF 117.28 FEET  
 THENCE S 27°08'22" W A DISTANCE OF 51.43 FEET  
 THENCE S 63°24'48" W A DISTANCE OF 25.76 FEET  
 THENCE S 24°13'59" W A DISTANCE OF 61.94 FEET  
 THENCE N 74°21'46" W A DISTANCE OF 87.32 FEET  
 THENCE N 80°07'49" W A DISTANCE OF 54.68 FEET  
 THENCE N 22°39'02" W A DISTANCE OF 48.17 FEET  
 THENCE N 61°26'33" W A DISTANCE OF 66.66 FEET  
 THENCE N 66°03'12" W A DISTANCE OF 25.76 FEET  
 THENCE N 84°16'11" W A DISTANCE OF 83.96 FEET  
 THENCE S 78°31'53" W A DISTANCE OF 38.34 FEET  
 THENCE S 40°03'16" W A DISTANCE OF 36.12 FEET  
 THENCE S 21°53'24" W A DISTANCE OF 54.64 FEET  
 THENCE S 03°55'37" E A DISTANCE OF 19.70 FEET  
 THENCE S 38°56'38" W A DISTANCE OF 72.44 FEET  
 THENCE S 21°52'04" W A DISTANCE OF 80.57 FEET  
 THENCE S 00°25'30" E A DISTANCE OF 47.72 FEET  
 THENCE S 40°28'59" W A DISTANCE OF 31.27 FEET  
 THENCE S 56°20'12" W A DISTANCE OF 25.57 FEET  
 THENCE S 35°04'26" W A DISTANCE OF 59.36 FEET  
 THENCE S 22°15'20" W A DISTANCE OF 38.92 FEET  
 THENCE S 06°00'22" W A DISTANCE OF 32.83 FEET  
 THENCE S 21°08'25" W A DISTANCE OF 62.61 FEET  
 THENCE S 37°01'53" W A DISTANCE OF 54.79 FEET  
 THENCE S 04°19'52" W A DISTANCE OF 44.99 FEET  
 THENCE S 13°47'02" W A DISTANCE OF 87.58 FEET  
 THENCE S 13°10'13" W A DISTANCE OF 36.04 FEET  
 THENCE S 28°29'12" W A DISTANCE OF 157.75 FEET  
 THENCE S 34°14'12" W A DISTANCE OF 33.43 FEET  
 THENCE S 24°50'47" E A DISTANCE OF 42.32 FEET  
 THENCE S 13°22'32" E A DISTANCE OF 33.31 FEET  
 THENCE S 17°50'03" W A DISTANCE OF 62.41 FEET  
 THENCE S 74°10'42" W A DISTANCE OF 29.49 FEET  
 THENCE N 45°15'58" W A DISTANCE OF 67.88 FEET  
 THENCE S 63°06'18" W A DISTANCE OF 50.37 FEET  
 THENCE S 11°25'24" W A DISTANCE OF 55.72 FEET  
 THENCE S 09°00'35" E A DISTANCE OF 89.99 FEET  
 THENCE S 08°24'22" E A DISTANCE OF 48.46 FEET  
 THENCE S 05°28'15" W A DISTANCE OF 47.50 FEET  
 THENCE S 03°39'21" W A DISTANCE OF 99.59 FEET  
 THENCE S 00°01'41" W A DISTANCE OF 92.37 FEET  
 THENCE S 87°07'53" W A DISTANCE OF 58.20 FEET  
 THENCE N 88°56'27" W A DISTANCE OF 57.25 FEET  
 THENCE S 27°31'07" W A DISTANCE OF 124.22 FEET  
 THENCE S 29°52'17" W A DISTANCE OF 124.16 FEET  
 THENCE S 49°36'54" W A DISTANCE OF 15.59 FEET  
 THENCE S 57°17'12" W A DISTANCE OF 12.86 FEET  
 THENCE S 76°32'28" W A DISTANCE OF 11.18 FEET



THENCE N 80°23'51" W A DISTANCE OF 58.91 FEET  
 THENCE S 30°13'47" W A DISTANCE OF 29.88 FEET  
 TO A POINT, WHENCE CORNER NO. 1 OF SAID GOLD NUGGET  
 PLACER BEARS S 26°48'18" W 150.44 FEET DISTANT;  
 THENCE N 54°47'26" W A DISTANCE OF 297.29 FEET  
 THENCE N 57°38'47" W A DISTANCE OF 76.44 FEET  
 THENCE N 70°41'13" W A DISTANCE OF 212.73 FEET  
 THENCE N 75°12'41" W A DISTANCE OF 59.79 FEET  
 THENCE N 65°17'32" W A DISTANCE OF 42.00 FEET  
 THENCE N 47°58'17" W A DISTANCE OF 78.59 FEET  
 THENCE N 15°33'12" W A DISTANCE OF 33.09 FEET  
 THENCE N 36°13'11" E A DISTANCE OF 63.79 FEET  
 THENCE N 18°12'15" E A DISTANCE OF 51.39 FEET  
 THENCE N 15°45'46" W A DISTANCE OF 94.59 FEET  
 THENCE N 51°46'27" W A DISTANCE OF 73.59 FEET  
 THENCE N 24°57'07" W A DISTANCE OF 24.40 FEET  
 THENCE N 81°59'45" W A DISTANCE OF 74.94 FEET  
 THENCE N 59°05'26" W A DISTANCE OF 349.97 FEET  
 THENCE N 12°48'57" E A DISTANCE OF 18.62 FEET  
 THENCE N 00°37'48" E A DISTANCE OF 61.03 FEET  
 THENCE N 06°50'24" W A DISTANCE OF 51.76 FEET  
 THENCE N 01°17'59" W A DISTANCE OF 12.17 FEET  
 THENCE N 16°31'43" E A DISTANCE OF 13.75 FEET  
 THENCE N 25°11'55" E A DISTANCE OF 40.60 FEET  
 THENCE N 25°37'20" E A DISTANCE OF 124.21 FEET  
 THENCE N 20°06'28" E A DISTANCE OF 125.19 FEET  
 THENCE N 24°29'56" E A DISTANCE OF 200.05 FEET  
 THENCE N 24°15'58" E A DISTANCE OF 218.03 FEET  
 THENCE N 16°59'24" E A DISTANCE OF 50.30 FEET  
 THENCE N 10°42'24" E A DISTANCE OF 58.40 FEET  
 THENCE N 20°27'40" E A DISTANCE OF 51.06 FEET  
 THENCE N 49°49'57" E A DISTANCE OF 5.59 FEET  
 THENCE N 66°20'48" E A DISTANCE OF 14.67 FEET  
 THENCE N 83°06'34" E A DISTANCE OF 16.77 FEET  
 THENCE S 63°18'15" E A DISTANCE OF 37.16 FEET  
 THENCE N 89°09'58" E A DISTANCE OF 37.33 FEET  
 THENCE S 65°36'19" E A DISTANCE OF 71.86 FEET  
 THENCE N 88°31'46" E A DISTANCE OF 52.53 FEET  
 THENCE N 76°16'11" E A DISTANCE OF 85.62 FEET  
 THENCE N 79°01'25" E A DISTANCE OF 26.21 FEET  
 THENCE N 73°57'06" E A DISTANCE OF 54.54 FEET  
 THENCE N 47°50'59" E A DISTANCE OF 23.13 FEET  
 THENCE N 77°21'34" E A DISTANCE OF 24.11 FEET  
 THENCE S 81°30'32" E A DISTANCE OF 30.00 FEET  
 THENCE S 72°11'43" E A DISTANCE OF 50.67 FEET  
 THENCE S 86°57'43" E A DISTANCE OF 33.08 FEET  
 THENCE N 61°04'59" E A DISTANCE OF 21.83 FEET  
 THENCE N 26°23'26" E A DISTANCE OF 23.78 FEET  
 THENCE N 19°57'11" E A DISTANCE OF 30.45 FEET  
 THENCE N 54°37'07" E A DISTANCE OF 18.62 FEET  
 THENCE N 70°24'56" E A DISTANCE OF 36.52 FEET  
 THENCE S 88°16'24" E A DISTANCE OF 23.94 FEET

THENCE N 53°56'05" E A DISTANCE OF 9.91 FEET  
 THENCE N 78°26'21" E A DISTANCE OF 29.32 FEET  
 THENCE S 55°12'50" E A DISTANCE OF 49.54 FEET  
 THENCE N 75°52'08" E A DISTANCE OF 7.98 FEET  
 THENCE N 23°21'01" E A DISTANCE OF 22.8 FEET  
 THENCE N 00°04'05" E A DISTANCE OF 45.00 FEET  
 THENCE N 26°55'14" E A DISTANCE OF 31.74 FEET  
 THENCE N 04°07'45" E A DISTANCE OF 13.69 FEET  
 THENCE N 55°57'49" E A DISTANCE OF 24.61 FEET  
 THENCE N 77°40'07" E A DISTANCE OF 44.81 FEET  
 THENCE S 76°44'57" E A DISTANCE OF 23.61 FEET  
 THENCE S 48°18'60" E A DISTANCE OF 37.56 FEET  
 THENCE S 54°14'27" E A DISTANCE OF 23.18 FEET  
 THENCE S 58°00'56" E A DISTANCE OF 24.49 FEET  
 THENCE S 68°20'10" E A DISTANCE OF 39.65 FEET  
 THENCE S 77°17'45" E A DISTANCE OF 35.66 FEET  
 THENCE S 89°58'34" E A DISTANCE OF 42.11 FEET  
 THENCE N 74°45'09" E A DISTANCE OF 59.25 FEET  
 THENCE N 60°20'52" E A DISTANCE OF 20.53 FEET  
 THENCE N 56°41'08" E A DISTANCE OF 21.11 FEET  
 THENCE N 77°38'07" E A DISTANCE OF 15.40 FEET  
 THENCE N 61°07'30" E A DISTANCE OF 81.50 FEET  
 THENCE N 49°37'08" E A DISTANCE OF 11.00 FEET  
 THENCE S 88°01'48" E A DISTANCE OF 27.12 FEET  
 THENCE N 80°27'54" E A DISTANCE OF 80.45 FEET  
 THENCE N 63°20'11" E A DISTANCE OF 19.47 FEET  
 THENCE N 60°43'15" E A DISTANCE OF 32.27 FEET  
 THENCE N 49°07'12" E A DISTANCE OF 70.59 FEET  
 THENCE N 39°37'46" E A DISTANCE OF 32.35 FEET  
 THENCE N 29°15'35" E A DISTANCE OF 34.04 FEET  
 THENCE N 45°06'48" E A DISTANCE OF 31.05 FEET  
 THENCE N 03°59'45" E, LEAVING SAID EDGE OF THE  
 WATER SURFACE, A DISTANCE OF 59.41 FEET; THENCE  
 N 21°26'56" E A DISTANCE OF 66.94 FEET; THENCE  
 N 08°25'43" W A DISTANCE OF 245.55 FEET TO THE  
 NORTHWESTERLY CORNER OF THE GOOSE PASTURE TARN  
 DAM SPILLWAY; THENCE N 62°40'36" E A DISTANCE  
 OF 32.82 FEET TO THE NORTHEASTERLY CORNER OF SAID  
 SPILLWAY; THENCE N 56°46'43" E A DISTANCE OF  
 41.89 FEET TO THE TRUE POINT OF BEGINNING; (containing  
 68.291 acres more or less), TOGETHER WITH A PERPETUAL  
 RIGHT OF INGRESS, EGRESS AND REGRESS THERETO, AND  
 TOGETHER WITH ALL APPURTENANCES THERETO AND ANY WATER  
 RIGHTS ASSOCIATED THERewith, INCLUDING WITHOUT LIMITATION  
 ANY RIGHT TO WATER CONTAINED IN THE DEED DATED  
 DECEMBER 19, 1970, RECORDED IN BOOK 205 AT PAGES 66-72 OF  
 THE SUMMIT COUNTY REAL PROPERTY RECORDS, RESERVING UNTO  
 BLUE RIVER, ITS SUCCESSORS AND ASSIGNS THE PERPETUAL  
 RIGHT TO USE GOOSE PASTURE TARN (THE EXISTING LAKE  
 LOCATED UPON THE GOLD NUGGET PLACER, CROWN PLACER AND  
 GOLDEN CROWN PLACER MINING CLAIMS IN SUMMIT COUNTY,  
 COLORADO) FOR RECREATIONAL FISHING AND OTHER RELATED

RECREATIONAL PURPOSES. THE FOREGOING RESERVATION SHALL BE EXCLUSIVE TO BLUE RIVER VIS-A-VIS BRECKENRIDGE, BUT SHALL BE SUBJECT TO ALL EXISTING EASEMENTS AND WATER STORAGE RIGHTS, AND TO ALL OTHER MATTERS SET FORTH IN THIS DEED; TO SUCH REASONABLE RULES AND REGULATIONS AS MAY BE ADOPTED BY BLUE RIVER OR ITS SUCCESSORS AND ASSIGNS; AND TO THE CONDITION THAT SUCH USE FOR RECREATIONAL PURPOSES AND BLUE RIVER'S RULES AND REGULATIONS RELATING THERETO SHALL NOT IN ANY MANNER INTERFERE WITH OR RESTRICT BRECKENRIDGE'S ACCESS TO, OR ITS OPERATION, MAINTENANCE AND USE OF, GOOSE PASTURE TARN AND THE OTHER PROPERTY CONVEYED BY THIS DEED, OR ITS WATER AND OTHER RIGHTS WITH RESPECT THERETO. BLUE RIVER ALSO RESERVES UNTO ITSELF A RIGHT OF FIRST REFUSAL TO PURCHASE THE LAND UNDERLYING GOOSE PASTURE TARN IF BRECKENRIDGE SHOULD EVER DECIDE TO SELL SUCH LAND. UPON MAKING SUCH DECISION, BRECKENRIDGE SHALL PROMPTLY GIVE WRITTEN NOTICE TO BLUE RIVER OF THE PURCHASE PRICE AND OTHER MATERIAL TERMS OF THE PROPOSED SALE. BLUE RIVER SHALL THEN HAVE THE RIGHT, FOR A PERIOD OF 30 DAYS AFTER SUCH NOTICE IS GIVEN, TO PURCHASE SUCH LAND FOR THE STATED CONSIDERATION AND ON THE SAME TERMS AND CONDITIONS DESCRIBED IN SUCH NOTICE. BLUE RIVER SHALL NOTIFY BRECKENRIDGE WITHIN SEVEN DAYS OF ITS RECEIPT OF THE FOREGOING NOTICE WHETHER IT ELECTS TO EXERCISE ITS RIGHT OF FIRST REFUSAL. THE STATUS OF BRECKENRIDGE AS AN OWNER OF LAND LOCATED IN THE TOWN OF BLUE RIVER AS A RESULT OF THIS DEED SHALL NOT AFFORD BRECKENRIDGE ANY RIGHT OF ACCESS TO GOOSE PASTURE TARN FOR RECREATIONAL PURPOSES. THIS CONVEYANCE AND THE FOREGOING RESERVATIONS ARE ALSO SUBJECT TO THE PERPETUAL RIGHT OF ROBERT A. THEOBALD AND LOIS G. THEOBALD, THEIR PERSONAL REPRESENTATIVES AND ASSIGNS, INCLUDING WITHOUT LIMITATION THE LOIS G. THEOBALD CO., TO STORE WATER IN EXCESS OF THE RIGHT OF THE TOWN OF BRECKENRIDGE TO STORE 800 ACRE-FEET IN GOOSE PASTURE TARN TOGETHER WITH THE PERPETUAL RIGHT OF INGRESS, EGRESS AND REGRESS ON, UNDER, OVER AND ACROSS THE ABOVE-DESCRIBED PROPERTY FOR ANY AND ALL PURPOSES NECESSARY OR INCIDENT TO THE FULL USE, ENJOYMENT AND EXERCISE BY ROBERT A. THEOBALD AND LOIS G. THEOBALD AND SUCH PERSONAL REPRESENTATIVES AND ASSIGNS OF SUCH STORAGE RIGHTS, INCLUDING THE RIGHT TO WITHDRAW ALL OR ANY PART OF SAID WATER IN EXCESS OF 800 ACRE-FEET FROM GOOSE PASTURE TARN AT ANY TIME BETWEEN SEPTEMBER 1ST IN ANY YEAR AND APRIL 1ST OF ANY SUBSEQUENT YEAR WHEN THE WITHDRAWAL THEREOF WILL NOT INTERFERE WITH THE RIGHT OF THE TOWN OF BRECKENRIDGE TO WITHDRAW FROM GOOSE PASTURE TARN ITS 800 ACRE-FEET; AND

- (2) THE PARCEL OF LAND CONTAINING THE BRECKENRIDGE TREATMENT PLANT WHICH IS LOCATED PARTIALLY WITHIN THE CROWN PLACER MINING CLAIM, U.S. SURVEY NO. 13623, AND PARTIALLY WITHIN

THE GOLDEN CROWN PLACER MINING CLAIM, U.S. SURVEY NO. 5225, AND WHOLLY WITHIN THE TOWN OF BLUE RIVER, SUMMIT COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHWESTERLY CORNER COMMON TO LOTS 9 AND 10, THE SPILLWAY FILING NO. 1 SUBDIVISION, AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, BEING THE POINT OF BEGINNING, WHENCE CORNER NO. 11 OF THE CROWN PLACER MINING CLAIM, U.S. MINERAL SURVEY NO. 13623 BEARS N 0°24'37" E A DISTANCE OF 913.31 FEET, THENCE S 49°38'58" E, A DISTANCE OF 10.00 FEET, THENCE S 15°36'47" E A DISTANCE OF 317.24 FEET, THENCE S 24°26'38" WEST A DISTANCE OF 84.58 FEET, THENCE S 64°00'11" W A DISTANCE OF 175.27 FEET, TO THE NORTHWEST CORNER OF LOT NO. 495, THE LAKESHORE SUBDIVISION, AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, THENCE S 43°3'4" W A DISTANCE OF 114.85 FEET, THENCE N 69°57'16" W 90.87 FEET, THENCE N 62°30'58" W A DISTANCE OF 92.28 FEET, THENCE N 8°54'55" E 238.73, THENCE N 79°47'9" E A DISTANCE OF 88.78 FEET, TO THE NORTHEAST CORNER OF LOT NO. 498 OF THE LAKESHORE SUBDIVISION, THENCE N 5°17'23" E A DISTANCE OF 256.69 FEET TO THE SOUTHWEST CORNER OF LOT NO. 10, SPILLWAY FILING NO. 1 SUBDIVISION, THENCE S 81°1'7" E ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 199.58 FEET TO THE POINT OF BEGINNING. (containing 3.658 acres), TOGETHER WITH ALL APPURTENANCES THERETO. THIS CONVEYANCE IS SUBJECT TO THE PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY OF ROBERT A. THEOBALD AND LOIS G. THEOBALD AND THEIR SUCCESSORS AND ASSIGNS FOR INGRESS AND EGRESS TO THE TRACT OF LAND LOCATED EASTERLY OF THE ABOVE-DESCRIBED SITE AND CONTAINING APPROXIMATELY 1.954 ACRES OVER THE ROAD PRESENTLY EXISTING FROM THE LAKESHORE ROAD TO SAID 1.954 ACRE TRACT OR SUCH OTHER ROAD AS MIGHT HEREAFTER BE CONSTRUCTED FOR INGRESS AND EGRESS FROM THE LAKESHORE ROAD TO SAID 1.954 ACRE TRACT; AND

- (3) A PIPELINE AND UTILITY EASEMENT 30 FEET IN WIDTH, BEING 15 FEET ON EITHER SIDE OF A CERTAIN LINE WITHIN THE GOLDEN CROWN PLACER MINING CLAIM, U.S. MINERAL SURVEY NO. 5225 AND WHOLLY WITHIN THE TOWN OF BLUE RIVER, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE NORTHEAST CORNER OF LOT NO. 494, THE LAKESHORE SUBDIVISION AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, BEARS S 26°15'42" W A DISTANCE OF 149.46 FEET; THENCE N 59°11'25" W, A DISTANCE OF 183.02 FEET, THENCE N 57°31'46" E A DISTANCE OF 155.22 FEET TO THE NORTH END

OF THE WEST SPILLWAY WINGWALL OF GOOSE PASTURE TARN.  
(containing 0.234 acres), TOGETHER WITH ALL APPURTENANCES  
THERETO.

The land underlying the Goose Pasture Tarn and Dam described in Section (1) above and the land described in Section (2) above are conveyed subject to the covenant and restriction that there shall never be constructed on such land any residential or commercial building or subdivision. The foregoing restriction shall not, however, affect or restrict the use of such land, or construction on such land, for water storage, supply, diversion, treatment or transportation, or facilities related thereto. The foregoing provisions are intended to touch, concern and burden the property conveyed hereby, shall be considered a covenant and restriction running with the land and shall be binding upon and run to the benefit of Blue River and Breckenridge and their respective successors and assigns in and to title.

THE TOWN OF BLUE RIVER, COLORADO warrants the title to the above-described property subject only to the following:

(1) Exceptions and reservations in the United States Patents;

(2) A pedestrian easement as the same exists along the southwest side of Lots 9 and 10, The Spillway Filing No. 1 Subdivision, and along the Blue River at the location of said Lots as the same appears on the plat of said Spillway Filing No. 1 Subdivision, as the same is recorded in the office of the Clerk and Recorder of Summit County, Colorado;

(3) Restrictions and reservations of record;

(4) The perpetual right of Eagle County Development Corporation, a Colorado corporation, and its successors and assigns to use Goose Pasture Tarn (the existing lake located upon the Gold Nugget Placer, Crown Placer and Golden Crown Placer Mining Claims in Summit County, Colorado) for recreation purposes subject only to such reasonable rules and



STATE OF COLORADO            )  
  ) ss.  
COUNTY OF SUMMIT            )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of AUGUST, 1991 by SCOTT M. WALKER  
as Mayor of The Town of Blue River,  
Colorado, a municipal corporation.

WITNESS my hand and official seal.

My commission expires: August 15 1992.

Patricia A. Butler  
Notary Public

(SEAL)

# SCHEDULE A

ORDER NUMBER

SL-5191-0

AMOUNT

\$100.00

Dated this 22nd day of April, 19 71, at the hour of 2:00 o'clock PM.

1. The name of the insured and the estate, or interest of the insured in the land described below and covered by this policy is as follows:

THE TOWN OF BLUE RIVER, COLORADO, a municipal corporation.

2. The land, the title to which is insured, is described or known as follows:

SEE DESCRIPTION OF PROPERTY ON SHEETS 3 THROUGH 7.



# SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown of record, including unrecorded easements.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
3. Mechanics liens, or any rights thereto, where no notice of such liens or rights appear of record.
4. Taxes and assessments not yet due or payable; and Special Taxes or Assessments certified to the office of the County Treasurer subsequent to: date hereof.
5. Conditions, stipulations, exceptions, rights of way for ditches and canals constructed by the authority of the United States, as contained in U. S. Patents of record, as follows: Crown Placer, Book 66, Page 39; Golden Crown Placer, Book 47, Page 561; the Golden Crown Placer, Book 66, Page 39 of the Summit County, Colorado records.
6. Easements which are in existence or of record and restrictions and reservations of record.
7. The perpetual right of Eagle County Development Corporation, a Colorado corporation, and its successors and assigns to use Goose Pasture Tarn, the existing lake located upon the Gold Nugget Placer, Crown Placer and Golden Crown Placer Mining Claims in Summit County, Colorado, for recreation purposes subject only to such reasonable rules and regulations as may be adopted by Purchaser (The Town of Blue River) or its successors in title pertaining to the types of recreation uses which may be made of Goose Pasture Tarn, aforesaid, the periods of such use and the standard of conduct with respect to such use.



**SCHEDULE B**

CONTINUED

SL-5191-0

8. The Town of Blue River shall not voluntarily permit the existing dam structure to be removed or permit the lowering or enlargement of the existing outlet to the dam; perpetual right of Robert A. Theobald and Lois G. Theobald to store water in excess of the right of the Town of Breckenridge to store 800 acre-feet of water in Goose Pasture Tarn, as more fully set forth in a deed from Robert A. Theobald and Lois G. Theobald to the Town of Breckenridge, recorded December 22, 1970 in Book 205 at Page 59, under Reception No. 118649.
9. The Town of Blue River shall have no right to withdraw any water from Goose Pasture Tarn unless all or any part of the storage rights of the Town of Breckenridge are abandoned, or unless all or any part of the property of the Town of Breckenridge and Robert A. Theobald and Lois G. Theobald are conveyed or otherwise transferred to the Town of Blue River, Colorado.
10. Right of Town of Breckenridge to withdraw no more than 400 acre-feet of water from Goose Pasture Tarn between June 1 and September 1 of any one year provided that nothing will prohibit Breckenridge from drawing said waters down 800 acre-feet from high water line at any time and from time to time during a period from September 1 of one year to April 1 of the following year.
11. Any fees, charges, taxes or assessments by virtue of inclusion of the subject property in County-Wide Sanitary Sewer System.
12. A pedestrian easement as the same exists along the southwest side of Lots 9 and 10, The Spillway Filing No. 1 Subdivision, and along the Blue River at the location of said Lots as the same appears on the plat of said Spillway Filing No. 1 Subdivision, as the same is recorded in the office of the Clerk and Recorder of Summit County, Colorado.

ATTACHED TO AND FORMING A PART OF ORDER NO.

## SCHEDULE A, PARAGRAPH 2, DESCRIPTION OF PROPERTY.

A PARCEL OF LAND KNOWN AS GOOSE PASTURE TARN AND DAM AND LOCATED PARTIALLY WITHIN THE CROWN PLACER MINING CLAIM, U.S. MINERAL SURVEY NO. 13623; PARTIALLY WITHIN THE GOLD NUGGET PLACER MINING CLAIM, U.S. MINERAL SURVEY NO. 13623; PARTIALLY WITHIN THE GOLDEN CROWN PLACER MINING CLAIM, U.S. MINERAL SURVEY NO. 5225 AND WHOLLY WITHIN THE TOWN OF BLUE RIVER, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 8, THE SPILLWAY FILING NO. 1 SUBDIVISION AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER, SUMMIT COUNTY, COLORADO, BEING THE TRUE POINT OF BEGINNING, WHENCE CORNER NO. 11 OF SAID CROWN PLACER BEARS N 12°56'12" W 1174.72 FEET DISTANT; THENCE S 89°59'10" E ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 232.37 FEET; THENCE S 65°55'02" E CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE A DISTANCE OF 174.59 FEET; THENCE S 21°49'37" W A DISTANCE OF 66.72 FEET TO A POINT ON THE EDGE OF THE WATER SURFACE OF GOOSE PASTURE TARN, WHENCE CORNER NO. 12 OF SAID CROWN PLACER, IDENTICAL TO CORNER NO. 3 OF SAID GOLD NUGGET PLACER BEARS N 79°56'41" E 445.4 FEET DISTANT; THENCE ALONG SAID EDGE OF THE WATER SURFACE FOR THE FOLLOWING 144 COURSES:

THENCE S 83°01'19" E	A DISTANCE OF 52.50 FEET
THENCE S 16°07'44" E	A DISTANCE OF 44.29 FEET
THENCE S 27°29'15" E	A DISTANCE OF 40.21 FEET
THENCE S 44°49'21" E	A DISTANCE OF 41.68 FEET
THENCE S 25°05'43" E	A DISTANCE OF 42.74 FEET
THENCE N 61°43'57" E	A DISTANCE OF 7.02 FEET
THENCE S 23°03'05" E	A DISTANCE OF 52.58 FEET
THENCE S 33°15'06" E	A DISTANCE OF 46.67 FEET
THENCE S 15°34'12" E	A DISTANCE OF 48.34 FEET
THENCE S 80°57'10" W	A DISTANCE OF 11.90 FEET
THENCE S 15°21'08" E	A DISTANCE OF 100.71 FEET
THENCE S 03°11'45" E	A DISTANCE OF 50.22 FEET
THENCE S 10°01'51" W	A DISTANCE OF 19.72 FEET
THENCE S 04°19'02" E	A DISTANCE OF 202.99 FEET
THENCE S 40°52'59" W	A DISTANCE OF 47.49 FEET
THENCE S 31°42'05" W	A DISTANCE OF 117.28 FEET
THENCE S 27°08'22" W	A DISTANCE OF 51.43 FEET

ATTACHED TO AND FORMING A PART OF ORDER NO.

## SCHEDULE A, PARAGRAPH 2, DESCRIPTION OF PROPERTY.

THENCE S 63°24'48" W A DISTANCE OF 25.76 FEET  
 THENCE S 24°13'59" W A DISTANCE OF 61.94 FEET  
 THENCE N 74°21'46" W A DISTANCE OF 87.32 FEET  
 THENCE N 80°07'49" W A DISTANCE OF 54.68 FEET  
 THENCE N 22°39'03" W A DISTANCE OF 48.17 FEET  
 THENCE N 61°26'33" W A DISTANCE OF 66.66 FEET  
 THENCE N 66°03'12" W A DISTANCE OF 25.76 FEET  
 THENCE N 84°16'11" W A DISTANCE OF 83.96 FEET  
 THENCE S 78°31'53" W A DISTANCE OF 38.34 FEET  
 THENCE S 40°03'16" W A DISTANCE OF 36.12 FEET  
 THENCE S 21°53'24" W A DISTANCE OF 54.64 FEET  
 THENCE S 03°55'37" E A DISTANCE OF 19.70 FEET  
 THENCE S 38°56'38" W A DISTANCE OF 72.44 FEET  
 THENCE S 21°52'04" W A DISTANCE OF 80.57 FEET  
 THENCE S 00°25'30" E A DISTANCE OF 47.72 FEET  
 THENCE S 40°28'59" W A DISTANCE OF 31.27 FEET  
 THENCE S 56°20'12" W A DISTANCE OF 25.57 FEET  
 THENCE S 35°04'26" W A DISTANCE OF 59.36 FEET  
 THENCE S 22°15'20" W A DISTANCE OF 38.92 FEET  
 THENCE S 06°00'22" W A DISTANCE OF 32.83 FEET  
 THENCE S 21°08'25" W A DISTANCE OF 62.61 FEET  
 THENCE S 37°01'53" W A DISTANCE OF 54.79 FEET  
 THENCE S 04°19'52" W A DISTANCE OF 44.99 FEET  
 THENCE S 13°47'02" W A DISTANCE OF 87.58 FEET  
 THENCE S 13°10'13" W A DISTANCE OF 36.04 FEET  
 THENCE S 28°29'12" W A DISTANCE OF 157.75 FEET  
 THENCE S 34°14'12" W A DISTANCE OF 33.43 FEET  
 THENCE S 24°50'47" E A DISTANCE OF 42.32 FEET  
 THENCE S 13°22'32" E A DISTANCE OF 33.31 FEET  
 THENCE S 17°50'03" W A DISTANCE OF 62.41 FEET  
 THENCE S 74°10'42" W A DISTANCE OF 29.49 FEET  
 THENCE N 45°15'58" W A DISTANCE OF 67.88 FEET  
 THENCE S 63°06'18" W A DISTANCE OF 50.37 FEET  
 THENCE S 11°25'24" W A DISTANCE OF 55.72 FEET  
 THENCE S 09°00'35" E A DISTANCE OF 89.99 FEET  
 THENCE S 08°24'22" E A DISTANCE OF 48.46 FEET  
 THENCE S 05°28'15" W A DISTANCE OF 47.50 FEET  
 THENCE S 03°39'21" W A DISTANCE OF 99.59 FEET  
 THENCE S 00°01'41" W A DISTANCE OF 92.37 FEET  
 THENCE S 87°07'53" W A DISTANCE OF 58.20 FEET  
 THENCE N 88°56'27" W A DISTANCE OF 57.25 FEET  
 THENCE S 27°31'07" W A DISTANCE OF 124.22 FEET  
 THENCE S 29°52'17" W A DISTANCE OF 124.16 FEET  
 THENCE S 49°36'54" W A DISTANCE OF 15.59 FEET  
 THENCE S 57°17'12" W A DISTANCE OF 12.86 FEET  
 THENCE S 76°32'28" W A DISTANCE OF 11.18 FEET  
 THENCE N 80°23'51" W A DISTANCE OF 58.91 FEET  
 THENCE S 30°13'47" W A DISTANCE OF 29.88 FEET  
 TO A POINT, WHENCE CORNER NO. 1 OF SAID GOLD NUGGET  
 PLACER BEARS S 26°48'18" W 150.44 FEET DISTANT;  
 THENCE N 54°47'26" W A DISTANCE OF 297.29 FEET  
 THENCE N 57°38'47" W A DISTANCE OF 76.44 FEET  
 THENCE N 70°41'13" W A DISTANCE OF 212.73 FEET  
 THENCE N 75°18'43" W A DISTANCE OF 59.70 FEET

ATTACHED TO AND FORMING A PART OF ORDER NO.

## SCHEDULE A, PARAGRAPH 2, DESCRIPTION OF PROPERTY.

THENCE N 81°59'45" W A DISTANCE OF 74.94 FEET  
 THENCE N 59°05'26" W A DISTANCE OF 349.97 FEET  
 THENCE N 12°48'57" E A DISTANCE OF 18.62 FEET  
 THENCE N 00°37'48" E A DISTANCE OF 61.03 FEET  
 THENCE N 06°50'24" W A DISTANCE OF 51.76 FEET  
 THENCE N 01°17'59" W A DISTANCE OF 12.17 FEET  
 THENCE N 16°31'43" E A DISTANCE OF 13.75 FEET  
 THENCE N 25°11'55" E A DISTANCE OF 40.60 FEET  
 THENCE N 25°37'20" E A DISTANCE OF 124.21 FEET  
 THENCE N 20°06'28" E A DISTANCE OF 125.19 FEET  
 THENCE N 24°29'56" E A DISTANCE OF 200.05 FEET  
 THENCE N 24°15'58" E A DISTANCE OF 218.03 FEET  
 THENCE N 16°59'24" E A DISTANCE OF 50.30 FEET  
 THENCE N 10°42'24" E A DISTANCE OF 58.40 FEET  
 THENCE N 20°27'40" E A DISTANCE OF 51.06 FEET  
 THENCE N 49°49'57" E A DISTANCE OF 5.59 FEET  
 THENCE N 66°20'48" E A DISTANCE OF 14.67 FEET  
 THENCE N 83°06'34" E A DISTANCE OF 16.77 FEET  
 THENCE S 63°18'15" E A DISTANCE OF 37.16 FEET  
 THENCE N 89°09'58" E A DISTANCE OF 37.33 FEET  
 THENCE S 65°36'19" E A DISTANCE OF 71.86 FEET  
 THENCE N 88°31'46" E A DISTANCE OF 52.53 FEET  
 THENCE N 76°16'11" E A DISTANCE OF 85.62 FEET  
 THENCE N 79°01'25" E A DISTANCE OF 26.21 FEET  
 THENCE N 73°57'06" E A DISTANCE OF 54.54 FEET  
 THENCE N 47°50'59" E A DISTANCE OF 23.13 FEET  
 THENCE N 77°21'34" E A DISTANCE OF 24.11 FEET  
 THENCE S 81°30'32" E A DISTANCE OF 30.00 FEET  
 THENCE S 72°11'43" E A DISTANCE OF 50.67 FEET  
 THENCE S 86°57'43" E A DISTANCE OF 33.08 FEET  
 THENCE N 61°04'59" E A DISTANCE OF 21.83 FEET  
 THENCE N 26°23'26" E A DISTANCE OF 23.78 FEET  
 THENCE N 19°57'11" E A DISTANCE OF 30.45 FEET  
 THENCE N 54°37'07" E A DISTANCE OF 18.62 FEET  
 THENCE N 70°24'56" E A DISTANCE OF 36.52 FEET  
 THENCE S 88°16'24" E A DISTANCE OF 23.94 FEET  
 THENCE N 53°56'05" E A DISTANCE OF 9.91 FEET  
 THENCE N 78°26'21" E A DISTANCE OF 29.32 FEET  
 THENCE S 55°12'50" E A DISTANCE OF 49.54 FEET  
 THENCE N 75°52'08" E A DISTANCE OF 7.98 FEET  
 THENCE N 23°21'01" E A DISTANCE OF 22.8 FEET  
 THENCE N 00°04'05" E A DISTANCE OF 45.00 FEET  
 THENCE N 26°55'14" E A DISTANCE OF 31.74 FEET  
 THENCE N 04°07'45" E A DISTANCE OF 13.69 FEET  
 THENCE N 55°57'49" E A DISTANCE OF 24.61 FEET  
 THENCE N 77°40'07" E A DISTANCE OF 44.81 FEET  
 THENCE S 76°44'57" E A DISTANCE OF 23.61 FEET  
 THENCE S 48°18'60" E A DISTANCE OF 37.56 FEET  
 THENCE S 5°14'27" E A DISTANCE OF 23.18 FEET  
 THENCE S 58°00'56" E A DISTANCE OF 24.49 FEET  
 THENCE S 68°20'10" E A DISTANCE OF 39.65 FEET  
 THENCE S 77°17'45" E A DISTANCE OF 35.66 FEET  
 THENCE S 89°58'34" E A DISTANCE OF 42.11 FEET  
 THENCE N 74°45'09" E A DISTANCE OF 59.25 FEET  
 THENCE N 60°20'52" E A DISTANCE OF 20.53 FEET  
 THENCE N 56°41'08" E A DISTANCE OF 21.11 FEET

ATTACHED TO AND FORMING A PART OF ORDER NO.

## SCHEDULE A, PARAGRAPH 2, DESCRIPTION OF PROPERTY.

THENCE N 39°37'46" E A DISTANCE OF 32.35 FEET  
 THENCE N 29°15'35" E A DISTANCE OF 34.04 FEET  
 THENCE N 45°06'48" E A DISTANCE OF 31.05 FEET  
 THENCE N 03°59'45" E, LEAVING SAID EDGE OF THE  
 WATER SURFACE, A DISTANCE OF 59.41 FEET; THENCE  
 N 21°26'56" E A DISTANCE OF 66.94 FEET; THENCE  
 N 08°25'43" W A DISTANCE OF 245.55 FEET TO THE  
 NORTHWESTERLY CORNER OF THE GOOSE PASTURE TARN  
 DAM SPILLWAY; THENCE N 62°40'36" E A DISTANCE  
 OF 32.82 FEET TO THE NORTHEASTERLY CORNER OF SAID  
 SPILLWAY; THENCE N 56°46'43" E A DISTANCE OF  
 41.89 FEET TO THE TRUE POINT OF BEGINNING;  
 (containing 68.291 acres more or less) EXCEPTING  
 THEREFROM THE PERPETUAL RIGHT OF ROBERT A. THEOBALD  
 AND LOIS G. THEOBALD, THEIR PERSONAL REPRESENTATIVES  
 AND ASSIGNS TO STORE WATER IN EXCESS OF THE RIGHT  
 OF THE TOWN OF BRECKENRIDGE TO STORE 800 ACRE-FEET  
 IN GOOSE PASTURE TARN TOGETHER WITH THE PERPETUAL  
 RIGHT OF INGRESS, EGRESS AND REGRESS ON, UNDER,  
 OVER AND ACROSS THE PROPERTY CONVEYED BY ROBERT A.  
 THEOBALD AND LOIS G. THEOBALD TO THE TOWN OF  
 BRECKENRIDGE, COLORADO FOR ANY AND ALL PURPOSES  
 NECESSARY OR INCIDENT TO THE FULL USE,  
 ENJOYMENT AND EXERCISE BY ROBERT A. THEOBALD AND  
 LOIS G. THEOBALD OF THE STORAGE RIGHTS HEREBY  
 RESERVED INCLUDING THE RIGHT TO WITHDRAW ALL OR  
 ANY PART OF SAID WATER IN EXCESS OF 800 ACRE-FEET  
 FROM GOOSE PASTURE TARN AT ANY TIME BETWEEN  
 SEPTEMBER 1ST IN ANY YEAR AND APRIL 1ST OF ANY  
 SUBSEQUENT YEAR WHEN THE WITHDRAWAL THEREOF WILL  
 NOT INTERFERE WITH THE RIGHT OF THE TOWN OF  
 BRECKENRIDGE TO WITHDRAW FROM GOOSE PASTURE TARN  
 SAID 800 ACRE-FEET, AND

EXCEPTING THEREFROM THE PERPETUAL RIGHT OF THE TOWN  
 OF BRECKENRIDGE TO STORE AND WITHDRAW 800 ACRE-FEET  
 OF WATER IN GOOSE PASTURE TARN TOGETHER WITH THE  
 PERPETUAL RIGHT OF INGRESS, EGRESS AND REGRESS ON,  
 UNDER, OVER AND ACROSS THE PROPERTY CONVEYED BY THE  
 TOWN OF BRECKENRIDGE, COLORADO, TO THE TOWN OF BLUE  
 RIVER, COLORADO, FOR ANY AND ALL PURPOSES NECESSARY  
 OR INCIDENT TO THE FULL USE, ENJOYMENT AND EXERCISE  
 BY THE TOWN OF BRECKENRIDGE OF THE STORAGE RIGHTS  
 HEREBY RESERVED PROVIDED THAT IF SAID STORAGE RIGHTS  
 ARE EVER ABANDONED BY THE TOWN OF BRECKENRIDGE SUCH  
 STORAGE RIGHTS SHALL PASS TO THE TOWN OF BLUE RIVER.

TOGETHER WITH A PARCEL OF LAND FOR A TREATMENT PLANT  
 LOCATED PARTIALLY WITHIN THE CROWN PLACER MINING  
 CLAIM, U.S. SURVEY NO. 13623, AND PARTIALLY WITHIN  
 THE GOLDEN CROWN PLACER MINING CLAIM, U.S. SURVEY  
 NO. 5225, AND WHOLLY WITHIN THE TOWN OF BLUE RIVER,  
 SUMMIT COUNTY, COLORADO, AND MORE PARTICULARLY  
 DESCRIBED AS FOLLOWS:



SL-5191-0

ATTACHED TO AND FORMING A PART OF ORDER NO.

SCHEDULE A, PARAGRAPH 2, DESCRIPTION OF PROPERTY.

LAKESHORE SUBDIVISION, AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, THENCE S 43°3'4" W A DISTANCE OF 114.85 FEET, THENCE N 69°57'16" W 90.87 FEET, THENCE N 62°30'58" W A DISTANCE OF 92.28 FEET, THENCE N 8°54'55" E 238.73, THENCE N 79°47'9" E A DISTANCE OF 88.78 FEET, TO THE NORTHEAST CORNER OF LOT NO. 498 OF THE LAKESHORE SUBDIVISION, THENCE N 5°17'23" E A DISTANCE OF 256.69 FEET TO THE SOUTHWEST CORNER OF LOT NO. 10, SPILLWAY FILING NO. 1 SUBDIVISION, THENCE S 81°1'7"E ALONG THE SCUTHERLY BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 199.58 FEET TO THE POINT OF BEGINNING. (containing 3.658 acres) SUBJECT TO A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY OVER AND ACROSS SAID PARCEL FOR INGRESS AND EGRESS TO TRACT OF LAND LOCATED EASTERLY OF THE DESCRIBED SITE AND CONTAINING APPROXIMATELY 1.954 ACRES OVER THE ROAD PRESENTLY EXISTING FROM THE LAKESHORE ROAD TO SAID 1.954 ACRE TRACT OR SUCH OTHER ROAD AS MIGHT HEREAFTER BE CONSTRUCTED FOR INGRESS AND EGRESS FROM THE LAKESHORE ROAD TO SAID 1.954 ACRE TRACT,

EXCEPTING THEREFROM THE PERPETUAL RIGHT OF THE TOWN OF BRECKENRIDGE TO FULLY USE ALL OF THE AFORESAID DESCRIBED PROPERTY FOR A WATER TREATMENT PLANT PROVIDED THAT IF SAID WATER TREATMENT PLANT IS EVER ABANDONED BY THE TOWN OF BRECKENRIDGE, THE DESCRIBED PROPERTY OCCUPIED BY SUCH TREATMENT PLANT SHALL PASS TO THE TOWN OF BLUE RIVER.

TOGETHER WITH A PIPELINE AND UTILITY EASEMENT 30 FEET IN WIDTH, BEING 15 FEET ON EITHER SIDE OF A CERTAIN LINE WITHIN THE GOLDEN CROWN PLACER MINING CLAIM, U.S. MINERAL SURVEY NO. 5225 AND WHOLLY WITHIN THE TOWN OF BLUE RIVER, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE NORTHEAST CORNER OF LOT NO. 494, THE LAKESHORE SUBDIVISION AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, BEARS S 26°15'42" W A DISTANCE OF 149.46 FEET; THENCE N 59°11'25" W, A DISTANCE OF 183.02 FEET, THENCE N 57°31'46" E A DISTANCE OF 155.22 FEET TO THE NORTH END OF THE WEST SPILLWAY WINGWALL OF GOOSE PASTURE TARN. (containing 0.234 acres), EXCEPTING THEREFROM THE PERPETUAL RIGHT OF THE TOWN OF BRECKENRIDGE TO USE SAID PIPELINE AND UTILITY EASEMENT.

Win

IN THE DISTRICT COURT IN AND FOR THE  
COUNTY OF SUMMIT AND STATE OF COLORADO

Civil Actions No. 2735 and 2790

ROBERT A. THEOBALD and  
LOIS G. THEOBALD,

Plaintiffs,

vs.

THE TOWN OF BRECKENRIDGE,  
a Colorado Municipal Corpora-  
tion,

Defendant and First  
Party Plaintiff.

vs.

THE TOWN OF BLUE RIVER, a  
Colorado Municipal Corporation

Third Party Defen-  
dant

and

TOWN OF BRECKENRIDGE, a  
Colorado Municipal Corpora-  
tion,

Petitioner,

vs.

ROBERT A. THEOBALD, LOIS G.  
THEOBALD; THEODORE A.  
BOERSTLER; DON WOODS; SUSAN  
COCKRELL, and SCOTT GOULD;  
DAVID B. TENTLER, and DIANNE  
T. TENTLER, as joint tenants;  
HARRY L. BAUM; THEODORE A.  
BOERSTLER and VIRGINIA L.  
BOERSTLER, as joint tenants;  
JOHN F. HEALY and FRANCES  
PATTEE HEALY, as tenants in  
common; HAROLD D. STEPHENS and  
EDITH M. STEPHENS as joint  
tenants; FRANK F. BROWN, Trea-  
surer and Ex-Officio Public  
Trustee of the County of Sum-  
mit, State of Colorado, UNITED  
MORTGAGE COMPANY, Denver,

Treatment  
Plant

STIPULATION, AND ORDER THEREON

Blue River ("Blue River"), hereby stipulate and agree as follows:

1. Theobalds shall convey to Breckenridge, by quit claim deed, all their right, title and interest in and to the following property located in Summit County, Colorado, to-wit:

(a) Lots 496, 497 and 498, The Lakeshore Subdivision, subject to a perpetual, non-exclusive easement and right of way over and across the aforesaid tract for ingress and egress to a tract of land located easterly thereof and containing approximately 1.954 acres, over the presently existing road from the Lakeshore Road to said 1.954 acre tract, or such other road as may hereafter be constructed for ingress and egress.

(b) A certain triangular parcel of land described as follows:

Beginning at the Northwesterly Corner of Lot 495 of the Lakeshore Subdivision. Thence S 70° 46' E, a distance of 123.94 feet; thence N 19° 14' E a distance of 123.94 feet; thence N 64° 00' 11" E a distance of 175.27 feet to the point of beginning.

Breckenridge shall pay Theobalds for the aforesaid parcels of land the sum of \$10,000.00 in cash or certified or cashier's funds. Closing shall be held on or before May 10, 1974, in the law offices of Theobalds in Breckenridge, Colorado.

2. After obtaining the necessary approval as set forth below, Breckenridge shall promptly undertake and diligently prosecute stabilization and landscaping of the road and banks on the present access into the treatment plant. The contractor or contractors engaged by Breckenridge to perform such work shall be required to post, and shall



such arbitrator on or before June 15, 1974; no such approval shall be unreasonably withheld. If the Theobalds' arbitrator does not approve such work on or before June 15, 1974, Breckenridge and Theobalds, through their respective arbitrators, shall immediately select a third arbitrator as provided in paragraph 4 hereof, and such arbitrator shall on or before July 1, 1974, prepare and submit to Breckenridge and Theobalds plans and specifications for the work, which work shall thereupon be promptly commenced and prosecuted in accordance with such plans. No work shall be commenced until approved as aforesaid, and all said work shall be completed within six months following approval of the plans and specifications as aforesaid, unless weather conditions prohibit, in which event additional time not to exceed 60 days shall be allowed at the beginning of the next construction season.

3. If the work is not certified and approved as set forth below as being timely and properly completed on or before the end of the period referred to above, Breckenridge shall thereupon cease all such work being done by it directly or indirectly. Thereafter, Breckenridge shall be allowed 60 days within which to pursue its remedies with the bonding company and thereby have the work completed. If the work has not been completed in this manner on or before the end of said 60 day period, Theobalds shall have the right to complete the work, directly or indirectly, at Breckenridge's expense, and shall be promptly reimbursed by Breckenridge for the actual and reasonable cost of all such remaining work.

4. The work shall be deemed complete when it has been certified and approved as properly engineered and constructed, and as being acceptable and consistent with the natural

arbitrator, whose determination as to any pending matter, including plans and specifications, performance of the work, any additional work required before certification and approval, and certification and approval of the work, shall be final and binding on all parties. The fees and expenses of the arbitrator selected by each party shall be borne by such party; the reasonable fees and expenses of the third arbitrator, in the event one is selected, shall be borne equally by Theobalds and Breckenridge.

5. From and after the date of the order approving this Stipulation, it shall be the obligation of Breckenridge to maintain the treatment plant and the treatment plant site, any road that exists or which may be constructed to provide access to the treatment plant site and any banks adjacent thereto. Blue River shall have no maintenance obligation whatever as to the treatment plant, the treatment plant site, any road providing access thereto, or any banks adjacent thereto. It is agreed that the aforementioned maintenance obligations include, without limitation, normal maintenance work, as well as maintenance of the aesthetic appearance of the property in a state as consistent as possible with the natural surroundings.

6. Blue River shall not be required to pay any money to any other party hereto, or to otherwise expend any money, in connection with the execution of this stipulation or the performance of any of the terms hereof.

7. Except as expressly modified hereby, all applicable existing agreements between Theobalds and Breckenridge, and between Breckenridge and Blue River, shall remain in full force and effect. All provisions of all such agreements which apply to land, or interests in land, previously conveyed

of land containing approximately 1.954 acres, for ingress and egress to said tract from the Lakeshore Road, and for ingress and egress to said tract along any other road which may be hereafter constructed to the treatment plant.

8. Upon conveyance of the property in accordance with Paragraph 1 above, and completion of the stabilization and landscaping work referred to in Paragraphs 2, 3, and 4 above, both of the within actions shall be dismissed as to all parties named in each such action with prejudice, each party to pay his, her or its own costs with regard thereto.

9. The representatives of Breckenridge and Blue River, by their signatures affixed hereto, represent that they have the authority to bind their respective towns by executing this stipulation as authorized by valid vote and resolution or ordinance of their respective towns.

Robert A. Theobald  
Robert A. Theobald

Lois G. Theobald  
Lois G. Theobald

THE TOWN OF BRECKENRIDGE

By J. R. [Signature]  
Mayor

ATTEST:

[Signature]  
Town Clerk

TOWN OF BLUE RIVER

By [Signature]  
Mayor Pro tem

ORDER

This matter coming on to be heard on the Stipulation of the parties as set forth above, the Court having considered the contents of said Stipulation and being otherwise advised in the premises,

IT IS HEREBY ORDERED that each of the parties hereto comply with each and every item of the terms of said Stipulation.

DONE AND SIGNED in open court this \_\_\_\_\_ day of

\_\_\_\_\_, 1974.

BY THE COURT:

\_\_\_\_\_  
Judge

April 23, 1971

Town of Blue River  
Breckenridge, Colorado 80424

Attention: Mr. Robert A. Thibault, Mayor

Gentlemen:

Enclosed please find title insurance policy on the Goose Pasture Tract properties by virtue of conveyance by The Town of Breckenridge to Blue River for portions of the Crown, Gold Nugget and Golden Crown Placer Mining Claims.

The enclosed policy was paid for by the Town of Breckenridge.

Very truly yours,

Jean Core

js

Enclosure









Hwy 9



Sculpt the entrance to make it more direct and gradual.

Have Private Lake no public access sign at Highway entrance.

Formal welcome sign as you enter the parking area





Parking area

Add "Ambassador" hut; trash bin; porta potty.

Create boat area

Formalize parking with informational signage





Exit

The Tarn would become one way in and out. The exit would be formalized on the north end to exit out to Hwy 9

