

***PRELIMINARY PLAN  
APPLICATION  
FOR THE  
HIGHLINE RANCH SUBDIVISION  
GARFIELD COUNTY, COLORADO***

HCE JOB NUMBER: 2081021.00

February 4, 2009

Prepared for:

Ryan May  
520 Birch Ct.  
Rifle, CO 81650

Prepared by:

High Country Engineering, Inc.  
1517 Blake Avenue, Suite 101  
Glenwood Springs, CO 81601

**HIGHLINE RANCH SUBDIVISION  
PRELIMINARY PLAN APPLICATION  
PROJECT NARRATIVE  
February 27, 2009**

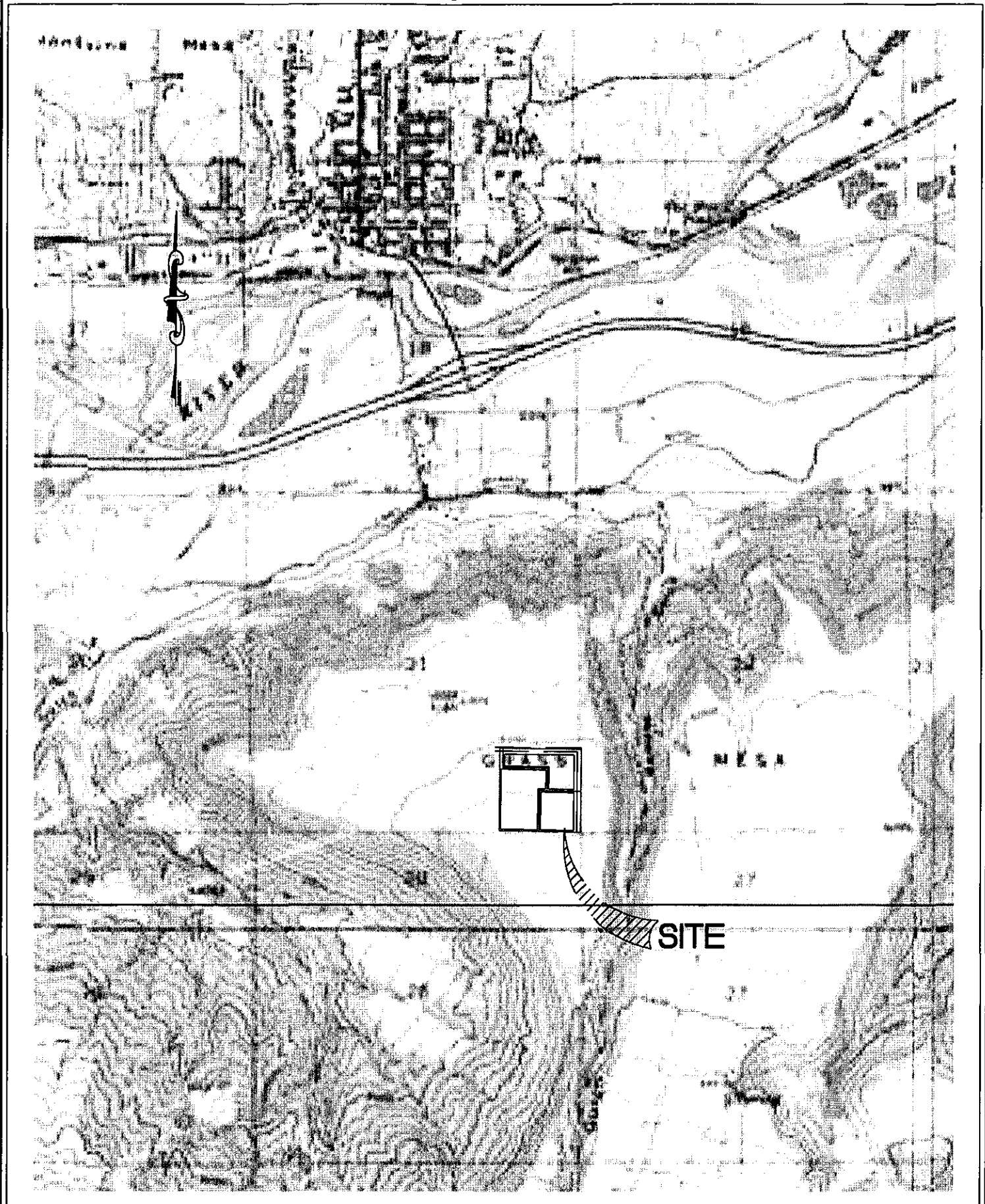
The proposed Highline Ranch Subdivision is located near north of Rifle, Colorado within Garfield County. The property is now platted as Lot 6A of the Grass Mesa Ranch subdivision. The property is surrounded on the north by the 60-foot wide Grass Mesa Ranch road easement for Mustang Mesa Trail and to the east by a 60-foot wide Grass Mesa Ranch road easement for Cedar Breaks Road. The existing lot is bisected by a 250-foot wide swath of utility easement for overhead utilities that cross the property. There is an existing house on the southeast corner of the property that accesses off Cedar Breaks Road. There is not any 100-yr floodplain impacts within the Lot 6A.

The owner is requesting to subdivide the property into 3 single family lots that range between 10 acres and 17 acres. The owner is not requesting Additional Dwelling Units (ADUs) as part of this application. The existing house will become the single family residence for Lot 3 of Highline Ranch Subdivision. Lots 1 and 2 will be accessed off Mustang Mesa Trail. Lot 1 is currently drafted as a flag lot with a 50' frontage along Mustang Mesa Trail. We are requesting that the building envelopes for all three lots not be restricted other than by the platted existing and proposed easements and the minimum Garfield County building setbacks. If the lot owners require a driveway crossing of the 250-foot overhead utility easement, the County building permit would require an Xcel Energy "Overhead Electric Transmission Encroachment Application" approval.

The property currently has two wells (Lot 2 and 3) that have had pump tests that show a flowrate of over 5 gallons per minute. One of these two wells (Lot 3) has been in service for a number of years with no problems. The third existing well (Lot 1) was only tested at a rate of 1 gallon per minute. The owner is requesting that Lots 1 and 2 have the ability to share the Lot 2 well if the an additional pump test on the Lot 1 well does not generate over 3 GPM prior to the Final Plat submittal to the County. The plat now shows easements that connect Lot 1 to the Lot 2 well for access and water service lines.

This subdivision will be served by Individual Sewage Disposal Systems (ISDS) since the lot sizes are consistent with the Garfield County Zoning Resolution. ISDS design, installation, and maintenance will be the responsibility of the individual lot owner. ISDS systems will be designed by a professional engineer registered in the State of Colorado per Garfield County or State Regulations. The installation will be inspected and certified by a professional engineer registered in the State of Colorado and/or his representative. Maintenance shall be performed by a licensed contractor in the State of Colorado engaged in the business of cleaning and maintaining ISDS systems.

The lots will be served by Xcel Energy for electric power. Qwest does not currently have a phone line to this portion of Grass Mesa Subdivision and we are not proposing the extension of service to the lots. There is not any gas service in the area at this time.



**HIGH COUNTRY ENGINEERING, INC.**

14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
 PHONE (303) 925-0544 FAX (303) 925-0547

1817 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
 PHONE (970) 845-9076 FAX (970) 845-2555  
 WWW.HCENG.COM

RYAN MAY  
 GARFIELD COUNTY, CO.

**HIGHLINE RANCH  
 SUBDIVISION  
 VICINITY MAP**

DRAWN BY: DRD	SCALE: 1" = 2000'
CHECKED BY:	PROJECT No: 2081021.00
DATE: 1-28-09	PAGE: 1
FILE: VICINITY.DWG	



April 14, 2009

Mr. Scott Hall  
 Senior Planner  
 Garfield County Building and Planning Department  
 108 Eighth Street, Suite 401  
 Glenwood Springs, Co 81601

**Re: Response to Planning Department Comments for: Preliminary  
 Plan for the Highline Ranch Subdivision.**

Dear Scott:

This letter is being submitted to respond to the comments and inquiries from your letter dated April 3, 2009. Below I have retyped the comments in **bold** and High Country Engineering's responses in *italics* following each comment.

**A. Article V Section 5-501 (G)(12) Preliminary Plan**

**1. The Highline Ranch Subdivision Homeowners Association's Covenants Conditions and Restrictions are deficient of needed information. I know we discussed this matter over the telephone and the necessary information needs to be included:**

- **Each well permit limits the amount of land to be irrigated for home gardens and yards to 12,000 square feet, and these limitations needed to be included in the covenants;**

*Item #4 has been added to the Covenants and Restrictions to address the irrigation limitations.*

- **Who will pay what portion of the Grass Mesa homeowner's assessment;**  
*Each of the 3 future property owners will be assessed and equal 33.3% portion of any and all fees that the Homeowners Association requires. Item #5 has been added to the Covenants and Restrictions to address the portion of assessments paid by each property owner.*

- **Who will maintain the drainage easement across the lots;**  
*As drawn on plans the natural drainage flow paths will not be improved or maintained. If the lot owners have created changes to the property that effect the major drainage, this will be the responsibility of the individual lot owner. For general upkeep of the property the lot owners will be responsible for the maintenance of their property whether in an easement or not. Details have been added to the*



*Covenants and Restrictions, see line item #3.*

- **How the utility easements are to be addressed in terms of ownership and maintenance;**

*Each property owner will be responsible for maintaining portions of utility easements that are on their lot. Details have been added to the Covenants and Restrictions, see line item #3.*

- **Do all lots have access to the pond and who will maintain the pond;**

*The pond is dry and only holds water during storm events. Access to the pond is subject to the proposed lot lines. The pond will not be maintained by the homeowner's association and the property owners of Lots 2 and 3 will be responsible for upkeep if they wish to do so.*

- **The engineer's report requires that the covenants address the maintenance of the ISDS, in which each individual owner needs to maintain, and the covenants should include those requirements and a provision that the HOA will do the necessary maintenance and assess them accordingly if they do not provide the records of maintenance;**

*Line item # 6 has been added to the Covenants and Restrictions to address the maintenance of each parcel's ISD System.*

- **These covenants also need to address any shared expenses between all three lots, such as a shared well for fire suppression and/or the shared driveway;**

*Line item # 8 has been added to the Covenants addressing maintenance and shared expenses for the shared driveway. Each lot's respective well will provide fire suppression water for their respective buildings and each landowner will be responsible for the maintenance of their well.*

**B. Application Requirement per item #3.**

1. **It appears there is a second deed of trust on the property, so the provided plat will need a second Lienholder Approval and Subordination for Countrywide title block;** *A Lienholder's Approval and Subordination signature block is located on the plat in the right hand column of text for the two existing lienholder's on the property as of this revised Preliminary Plan application submittal. As of April 14<sup>th</sup>, Alipine Bank and Countrywide are the two lienholders.*

2. **Also, the owner's signature must be on the plat as Ryan A. May;** *The owner's signature (Ryan A. May) has been added to the plat.*

**C. Article VII Section 7-104 Sufficient Legal and Physical Source of Water; Subsection (A)(5) Fire Protection Requirements (Section 7-403)**

**Again we need a fire suppression plan which indicates your source of water supply**

1. **Is this a sprinkler system that has been approved by the fire district?**

*Per conversations with Kevin Whelan: Although the International Fire Code*

April 14, 2009

*guidelines are the preferred criteria for fire storage in rural settings exceptions are made based on feasibility. The alternative options as Mr. Whelan explained, in order, are the criteria of the Rural Fire Code (1142), a 15,000 gallon storage tank, or all structures be sprinkled. Due to the small size of the development (3 lots), the project is not large enough or feasible with significant fire storage infrastructure costs. We will work with the fire department to achieve their approval of the project with the homes being sprinkled which will be included in the CCRs. The homes fire sprinkle systems with minimum cistern size of 1,000 gallons will be connected to their respective well supply line as a water source. Fire District Approval of the fire sprinkle system will be the responsibility of the home designer and builder during permitting of the structure; see Item #7 of the Covenants and Restrictions. This requirement may be revised following a formal review by the Rifle Fire District during prelim plan referrals.*

- 2. Will it be using existing well for permit #209345 that is currently on what is designated as Lot 3, which permits a water supply for three (3) homes and is the only one that indicates fire protection?**

*The West Divide Water Conservancy District Water Allotment Contracts allow for fire protection use for each of the three wells. Each lot will use their respective well and pumps to provide water supply to the fire sprinkle system on their dwelling.*

- 3. Will it be a storage tanks system?**

*Each lot will have a 1,000 gallon fire sprinkler tank and a separate well storage tank for domestic use if the pump rate requires a tank to be installed..*

**These are issues that we feel Division of Water Resources will have concerning water supply.**

- D. Please re-number all of your Lots on your engineering drawings and plat to correspond to your well permits;**

*The lots have been renumbered to match the numbers of the well permits. See the Site and Utility Plan (sheet 3).*

- E. Please label your well permit numbers next to the well head on your utility plan.**

*The well permit numbers have been added to the Site and Utility Plan (sheet 3).*

- F. Article VII Section 7-104 Sufficient Legal and Physical Source of Water; Subsection (B)(2)(d) water quality of the well.**

**On the plat note #16, there is a note about the water quality test analysis for the subject property having demonstrated unacceptable levels of aluminum and iron and that individual water treatment systems should be utilized. The water quality test results need to be submitted with the application for review and how proposed treatment is to occur.**

*Note #16 has been removed from the plat and was included by mistake. Water test*

April 14, 2009

*results have not been completed yet. Testing is currently being done on the property and the results will be submitted to Garfield County once they are completed prior to the preliminary Planning and Zoning meeting so that it can be addressed in the Staff report.*

Sincerely,

A handwritten signature in cursive script, appearing to read "Daniel Dennison".

Daniel Dennison  
High Country Engineering, Inc.

CIVIL ENGINEERING



LAND SURVEYING

An Employee-Owned Company

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HIGHLINE RANCH SUBDIVISION  
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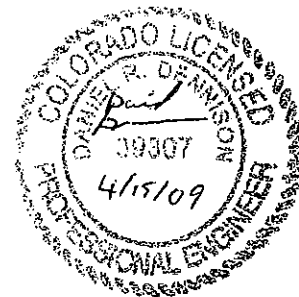
February 4, 2009  
Revised April 14, 2009

Prepared for:

Ryan May  
520 Birch Ct.  
Rifle, CO 81650

Prepared by:

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1517 Blake Avenue, Suite 101  
Glenwood Springs, CO 81601



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970.945.2555 fax

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**Mission Statement**  
"To provide quality service, striving for  
perfection, while maintaining the  
highest level of integrity."

HIGHLINE RANCH SUBDIVISION

High Country engineering has permission to take care of all dealings, concerning itself with highline ranch sub division. This includes, also known as grass mesa ranch lot 6A

Owner  
Ryan May

A handwritten signature in black ink, appearing to read "Ryan May", with a long, sweeping horizontal line extending to the right.

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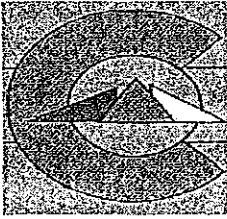
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PRELIMINARY PLAN MAP – High Country Engineering

Separate document

SUBDIVISION  
APPLICATION FORM





GARFIELD COUNTY  
 Building & Planning Department  
 108 8<sup>th</sup> Street, Suite 401  
 Glenwood Springs, Colorado 81601  
 Telephone: 970.945.8212 Facsimile: 970.384.3470  
[www.garfield-county.com](http://www.garfield-county.com)

## SUBDIVISION APPLICATION

(CHECK THE BOX THAT APPLIES)

- SKETCH PLAN (optional)
- CONSERVATION SUBDIVISION
- PRELIMINARY PLAN
- PRELIMINARY PLAN AMENDMENT
- FINAL PLAT
- FINAL PLAT AMENDMENT / CORRECTION PLAT
- COMBINED PRELIMINARY PLAN & FINAL PLAT

GENERAL INFORMATION (Please print legibly)

- > Name of Property Owner: Ryan May
- > Mailing Address: 1120 Cedar Breaks Telephone: (      )
- > City: Rifle State: CO Zip Code: 81650 Cell: ( 970 ) 618-9275
- > E-mail address: ryanmay26@hotmail.com FAX: (      )             
*RYANMAY26@hotmail.com*
- > Name of Owner's Representative, if any, (Attorney, Planner, Consultant, etc):  
 > High Country Engineering, Inc.
- > Mailing Address: 1517 Blake Avenue, Suite 100 Telephone: ( 970 ) 945-8676
- > City: Glenwood Springs State: CO Zip Code: 81601 Cell: ( 970 ) 379-7219
- > E-mail address: ddennison@hceng.com FAX: ( 970 ) 945-2555
- > Location of Property: Section 21 Township 6 South Range 93 West
- > Assessor's Parcel Number: 2 1 7 7 - 2 1 4 - 0 0 - 4 6 1
- > Practical Location / Address of Property: Lot 6A of Grass Mesa Ranch  
served off Cedar Breaks Road
- > Current Size of Property to be Subdivided (in acres): 39.683
- > Number of Tracts / Lots Created within the Proposed Subdivision: 3

GENERAL INFORMATION continued...

- Proposed Water Source: Shared Wells
- (See "Attachment C" to be completed with Preliminary Plan Application)
- Proposed Method of Sewage Disposal: ISDS
- Proposed Public Access VIA: Existing Grass Mesa Subdivision Easements
- Easements: Utility: 100' and 150' overhead electric easements  
Ditch: No irrigation ditches
- Total Development Area (fill in the appropriate boxes below):

(1) Residential	Units/Lots	Size (Acres)	Parking Provided
Single-Family	3/3	39.683	0
Duplex			
Multi-Family			
Mobile Home			
Total	3/3	39.683	0

	Floor Area (sq. ft.)	Size (Acres)	Parking Provided
(2) Commercial			
(3) Industrial			
(4) Public/Quasi-Public			
(5) Open Space/Common Area			
Total			

The following general application materials are required for all types of subdivisions in Garfield County. Application materials that are specific to an individual application type (Conservation Subdivision, Preliminary Plan, etc.) are detailed in Section 5-501 of Article V of the Unified Land Use Resolution (ULUR) of 2008.

1. Submit a completed and signed Application Form, an application fee, and a signed Agreement for Payment form.
2. A narrative explaining the purpose of the application and supporting materials that address the standards and criteria found in Article VII of the Unified Land Use Resolution of 2008.
3. Copy of the deed showing ownership. Additionally, submit a letter from the property owner(s) if the owner is being represented by another party other than the owner. If the property is owned by a corporate entity (such as an LLC, LLLP, etc.) please submit a copy of recorded "Statement of Authority" demonstrating that the person signing the application has the authority to act in that capacity for the entity.

4. Submit a copy of the appropriate portion of a Garfield County Assessor's Map showing the subject property and all public and private landowners adjacent to your property (which should be delineated). In addition, submit a list of all property owners, private and public, and their addresses adjacent to or within 200 ft. of the site. This information can be obtained from the County Assessor's Office. You will also need the names (if applicable) of all mineral interest owners of the subject property, identified in the County Clerk and Recorder's records in accordance with §24-65.5-101, et seq. (That information may be found in your title policy under Exceptions to Title).
5. Vicinity map: An 8 ½ x 11 vicinity map locating the parcel in the County. The vicinity map shall clearly show the boundaries of the subject property and all property within a 3-mile radius of the subject property. The map shall be at a minimum scale of 1"=2000' showing the general topographic and geographic relation of the proposed exemption to the surrounding area for which a copy of U.S.G.S. quadrangle map may be used.
6. A copy of the Pre-Application Conference form.
7. Submit 3 copies of this completed application and all the required submittal materials to the Building and Planning Department. Staff will request additional copies once the application has been deemed technically complete.

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The following section outlines and describes the subdivision processes for the variety of subdivision actions that are governed by the Board of County Commissioners by the Unified Land Use Resolution of 2008 (ULUR). Please refer to Article V in the regulations themselves for a higher level of detail.

## I. THE SKETCH PLAN

The sketch plan process (more fully defined in Article V, Section 5-301 of the ULUR) is an optional plan review process intended to review at a conceptual level the feasibility and design characteristics of the proposed division of land. The Yield Plan Review process, set forth in Section 5-309, may be combined with Sketch Plan Review for applications proposing Conservation Subdivision.

- A. Process: The Sketch Plan Review process shall consist of the following procedures and as more fully described in Article V, Section 5-301 of the ULUR:
  1. Application
  2. Determination of Completeness
  3. Evaluation by Director/Staff Review
  4. Review by Planning Commission
- B. Application Materials: The Sketch Plan review process is set forth in Article V, Section 5-301 of the ULUR, Sketch Plan Review and requires the following materials.
  1. Application Form and Fees
  2. Vicinity Map (5-502(C)(2))
  3. Yield Plan (required for Conservation Subdivision)
  4. Sketch Plan Map (5-502(C)(2))
  5. Land Suitability Analysis (4-502(D))

## II. THE CONSERVATION SUBDIVISION

The Conservation Subdivision (as described in Article V, Section 5-308 of the ULUR) is a clustered residential development option that allows reduced lot size and provides density bonuses in exchange for preservation of rural lands through provision of open space. A Conservation Subdivision shall be designed as a Density Neutral Development Plan or an Increased Density Development Plan. The design standards for each development Plan option are set forth in Article VII, Section 7-501 of the ULUR.

A. Process: Conservation Subdivision Review process is the same as the general subdivision process with the addition of the Yield-Plan Review. The overall Conservation Subdivision Process shall consist of the following procedures and as more fully described in Article V, Section 5-301 of the ULUR:

1. Pre-Application Conference
2. Sketch Plan (optional)
3. Yield Plan Review (Can be reviewed concurrently with Preliminary Plan)
4. Preliminary Plan Review
5. Final Plat Review

B. Application Materials: The Conservation Subdivision review requires the following application materials that can found more fully described in Article V, Sections 5-502 and 7-501 of the ULUR:

1. Application Form and Fees
2. Sketch Plan (Optional) (5-501(J))
3. Yield Plan (5-502(C)(8))
4. Preliminary Plan (5-501(G))
5. Final Plat (5-501(E))
6. Narrative addressing Design Standards (7-501 through 7-503)

## III. THE PRELIMINARY PLAN

The preliminary plan review process will review the feasibility and design characteristics of the proposed subdivision based on the standards set forth in Article VII, *Standards*. The preliminary plan process will also evaluate preliminary engineering design. The Director may allow the preliminary plan and the final plat process to be combined if the proposed subdivision has seven (7) parcels or less and development of the lots does not require extensive engineering.

A. Process: Preliminary Plan Review process shall consist of the following procedures and as more fully described in Article V, Section 5-303(B) of the ULUR:

1. Pre-Application Conference
2. Determination of Completeness
3. Evaluation by Director/Staff Review

4. Public Hearing and Recommendation by Planning Commission
  5. Public Hearing and Decision by Board of County Commissioners
- B. Application Materials: The Preliminary Plan review requires the following application materials as more fully described in Article V, Section 5-502:
1. Application Form and Fees
  2. Preliminary Plan Map
  3. Yield Plan (Conservation Subdivision only)
  4. Open Space Plan, preliminary
  5. Open Space Management Plan
  6. Landscape Plan (Common Ownership Areas)
  7. Impact Analysis
  8. Land Suitability Analysis
  9. Lighting Plan consistent with standards in 7-305
  10. Visual Analysis
  11. Preliminary Engineering Reports and Plans
    - a) streets, trails, walkways and bikeways
    - b) engineering design and construction features for any bridges, culverts or other drainage structures to be constructed
    - c) identification and mitigation of geologic hazards
    - d) sewage collection, and water supply and distribution system
    - e) Erosion and Sediment Control Plan
    - f) Water Supply Plan
    - g) Sanitary Sewage Disposal Plan
  12. Draft Improvements Agreement, Covenants and Restrictions and By-laws

#### IV. THE PRELIMINARY PLAN AMENDMENT

Any proposal to change a preliminary plan approved under these Regulations shall require application to the Director for Amendment of an Approved Preliminary Plan. The Director shall review the application to determine whether the proposed change constitutes a substantial modification to the approved plan as more fully described in Article V, Section 5-304. (A substantial modification is defined as a Substantial Change in Article XVI: Definitions)

- A. Outline of Process. The review process for a proposed Amendment of an Approved Preliminary Plan shall consist of the following procedures.
1. Pre-Application Conference
  2. Application
  3. Determination of Completeness
  4. Evaluation by Director/Staff Review
  5. Decision by Director
- B. Application Materials: The Preliminary Plan Amendment review requires the following application materials as more fully described in Article V, Section 5-501(H):

1. Application Form
2. Written Statement of proposed amendment(s)
3. Supporting documents necessary to evaluate the proposed revision(s)

## V. THE FINAL PLAT REVIEW

Unless otherwise provided by these Regulations, the applicant must receive preliminary plan approval before beginning the final plat process. The final plat review is to formally finalize the actions resultant from the preliminary plan in order to complete the subdivision process.

A. Outline of Process. The Final Plat Review process shall consist of the following procedures:

1. Application
2. Determination of Completeness
3. Evaluation by Director/Staff Review
4. Review and Action by Board of County Commissioners
5. Recordation of Plat

B. Application Materials: The Final Plat review requires the following application materials as more fully described in Article V, Section 5-502:

1. Application Form and Fee
2. Final Plat
3. Final Engineering Reports and Plans
  - a) Streets, trails, walkways and bikeways
  - b) Engineering design and construction features for any bridges, culverts or other drainage structures to be constructed
  - c) Mitigation of geologic hazards
  - d) Sewage collection, and water supply and distribution system
  - e) Soil suitability information
  - f) Groundwater drainage
  - g) Erosion and Sediment Control Plan (4-602 C. 4.)
  - h) Final cost estimates for public improvements
  - i) The certification listing all mortgages, liens judgments, easements, contracts, and agreements of record regarding the land to be platted and the Board of County Commissioners may require, at its discretion, that the holders of such mortgages, liens, judgments, easements, contracts or agreements shall be required to join in and approve the application for Final Plat approval before such Final Plat is accepted for review. All other exceptions from title shall be delineated.
4. Landscape Plan (Common Area) (4-602 5.)
5. Open Space Plan (if applicable)
6. Open Space Management Plan (If applicable)

7. Improvements Agreement, if applicable [include record drawings in digital format, (4-602 J.)]
8. Letter of Intent for service from all of the utility service providers
  - a) Contract for Service, required prior to Final Plat recordation.
9. Final Declarations of Covenants and Restrictions, HOA articles of incorporation and bylaws
10. Final Fees to be paid (School-Land Dedication / Traffic Impact Fees)

## VI. THE FINAL PLAT AMENDMENT / CORRECTION PLAT REVIEW

The purpose of the Final Plat Amendment review is to allow for certain amendments to an approved Final Plat. An amendment may be made to a recorded Final Plat if such amendment does not increase the number of subdivision lots or result in a major relocation of a road or add one or more new roads (pursuant to Section 5-306). A correction can be made to a recorded plat in order to correct an engineering error, mislabeling issue, etc. that does not affect the substance of the plat.

A. Outline of Processes. The review processes for amending a Final Plat or an Exemption Plat shall consist of the following regardless of whether the division was initially approved as a subdivision or an Exemption:

1. Four (4) Subdivision Lots: The Administrative Review Process, detailed in Section 4-104 of Article IV, shall be used for review of a request to amend or correct a Final Plat modifying lot lines, building envelopes, easement locations or other interests affecting up to four (4) subdivision lots.

An Amended Final Plat or an Amended Exemption Plat which modifies lot lines or easements affecting not more than two (2) adjacent lots or Exemption Lots or a single building envelope shall be subject to the Administrative Review Process set forth in Section 4-104 of Article IV, with the addition of presentation of the Amended Plat to the Board of County Commissioners for signature, prior to recording with the Office of the Clerk and Recorder.

2. More Than Four Lots: The Major Exemption Review Process, detailed in Section 5-403, shall be used to amend a Final Plat or an Exemption Plat modifying lot lines, building envelopes, easement locations or other interests affecting more than four (4) subdivision lots or Exemption Lots.

An Amended Final Plat which modifies lot lines or easements affecting more than four (4) subdivision lots or more than one (1) building envelope shall be subject to the Major Exemption Review Process set forth in Section 5-403.

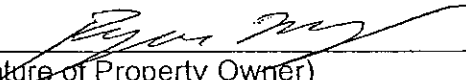
B. Application Materials: The Final Plat Amendment / Corrected Plat review requires the following application materials as more fully described in Article V, Section 5-502:

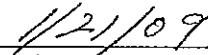
1. Application Form and Fee
2. Preliminary Plan (5-501(G))

3. Final Plat, Amended Final Plat
4. Subdivision Improvement Agreement, if necessary

The Director may allow the Preliminary Plan and the Final Plat process to be combined if the proposed subdivision has seven (7) parcels or less and development of the lots does not require extensive engineering. (Section 5-303) No submittal of a combined application shall be allowed until the Director has made a determination after holding a pre-application conference.

I have read the statements above and have provided the required attached information which is correct and accurate to the best of my knowledge.

  
\_\_\_\_\_  
(Signature of Property Owner)

  
\_\_\_\_\_  
Date



**GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT**

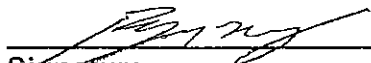
**PAYMENT AGREEMENT FORM**

*(Shall be submitted with application)*

GARFIELD COUNTY (hereinafter COUNTY) and Ryan May  
Property Owner (hereinafter OWNER) agree as follows:

1. OWNER has submitted to COUNTY an application for Highline Ranch  
Subdivision (hereinafter, THE PROJECT).
2. OWNER understands and agrees that Garfield County Resolution No. 98-09, as amended, establishes a fee schedule for each type of subdivision or land use review applications, and the guidelines for the administration of the fee structure.
3. OWNER and COUNTY agree that because of the size, nature or scope of the proposed project, it is not possible at this time to ascertain the full extent of the costs involved in processing the application. OWNER agrees to make payment of the Base Fee, established for the PROJECT, and to thereafter permit additional costs to be billed to OWNER. OWNER agrees to make additional payments upon notification by the COUNTY when they are necessary as costs are incurred.
4. The Base Fee shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board of County Commissioners for the consideration of an application or additional COUNTY staff time or expense not covered by the Base Fee. If actual recorded costs exceed the initial Base Fee, OWNER shall pay additional billings to COUNTY to reimburse the COUNTY for the processing of the PROJECT mentioned above. OWNER acknowledges that all billing shall be paid prior to the final consideration by the COUNTY of any land use permit, zoning amendment, or subdivision plan.

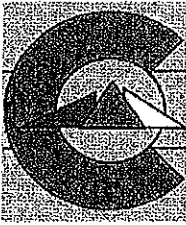
**PROPERTY OWNER (OR AUTHORIZED REPRESENTATIVE)**

  
Signature

11/21/07  
Date

RYAN MAY  
Print Name

Mailing Address: Ryan May  
1120 Cedar Breaks  
Rifle, CO 81650



GARFIELD COUNTY  
 Building & Planning Department  
 108 8<sup>th</sup> Street, Suite 401  
 Glenwood Springs, Colorado 81601  
 Telephone: 970.945.8212 Facsimile: 970.384.3470  
[www.garfield-county.com](http://www.garfield-county.com)

**PRE-APPLICATION CONFERENCE SUMMARY**

PLANNER: Scott Hall

DATE: 2/25/09

PROJECT: Highline Ranch Subdivision

OWNER: Ryan May

REPRESENTATIVE: High Country Engineering

PRACTICAL LOCATION: Section 21, T 6 S, R 93 W

TYPE OF APPLICATION: Preliminary Plan

ASSESSORS NUMBER: 2177-214-00-461

**I. GENERAL PROJECT DESCRIPTION**

To subdivide 40 acres into 3 lots with each lot ranging from 10 to 17 acres each. No Accessory Dwelling Units are proposed at this moment.

**II. REGULATORY PROVISIONS APPLICANT IS REQUIRED TO ADDRESS (DEVELOPMENT CODE/COMPREHENSIVE PLAN, STATE STATUTES, ETC.)**

- Article VII of the Standards Division 1, 2, 3 & 4
- Article V, Section 5-501 (G)

**III. PROCESS**

In summary, the process will be the following: **Article V, Section 5-303 (B)**

Steps	Request	Action	Hearing Body
Pre app			Staff
TC			Staff
Evaluation			Director/Staff
Hearing		Approve/Denial	PC
Hearing		Approve/Denial	BOCC

**IV. APPLICATION REVIEW**

a. Review by: Staff for technical completeness recommendation and referral agencies for additional technical review

b. Application Type:

- General Administrative Permit
- Limited Impact Review (Amendment)
- Major Impact Review (Amendment)
- Minor Exemption (Amendment)
- Major Exemption (Amendment)
- Rural Land Development Option Exemption (Amendment)
- Variance
- Floodplain Development Permit
- Comprehensive Plan Amendment
- Vacating Public Roads & Rights-of-Way
- Boundary Line Adjustment
- Sketch Plan (Optional)
- Conservation Subdivision
- Preliminary Plan
- Final Plat (Amendment)
- Corrected Final Plat
- Combined Preliminary Plan & Final Plat
- Pipeline Development Plan (Amendment)
- Rezoning: Text Amendment
- Rezoning: Zone District Amendment
- Planned Unit Development (Amendment)
- Small Temporary Employee Housing
- Minor Temporary Employee Housing

c. Public Hearing(s):  None  
 Planning Commission  
 Board of County Commissioners  
 Board of Adjustment

c. Referral Agencies: (Division of Water Resources, Colorado Department of Transportation, etc.)

County Bridge

City of Rifle

County Road

Rifle FPD

County Re-vegetation

County Attorney

BLM

DOW

**V. APPLICATION REVIEW FEES**

a. Planning Review Fees: \$ 675.00

b. Referral Agency Fees: \$ \_\_\_\_\_

c. Total Deposit: \$ 675.00 (add hours are billed at \$ 40.50/hour)

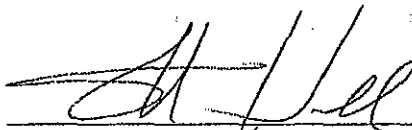
**General Application Processing**

Planner reviews case for completeness and sends to referral agencies for comments. Case planner contacts applicant and sets up a site visit. Staff reviews application to determine if it meets standards of review. Case planner makes a recommendation of approval, approval with conditions, or denial to the appropriate hearing body.

**Disclaimer**

The foregoing summary is advisory in nature only and is not binding on the County. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. This summary does not create a legal or vested right.

**Pre-application Summary Prepared by:**

  
\_\_\_\_\_

Scott Hall, Senior Planner

2/25/2009

Date

HIGHLINE RANCH SUBDIVISION

High Country engineering has permission to take care of all dealings, concerning itself with highline ranch sub division. This includes, also known as grass mesa ranch lot 6A

Owner  
Ryan May

A red ink signature, likely of Ryan May, written in a cursive style. The signature is positioned below the printed name and extends horizontally across the page.

494108 B-980 P-839 06/06/96 04:08P PG 1 OF 8 REC DOC NOT  
MILDRED ALSDORF GARFIELD COUNTY CLERK AND RECORDER 41.00

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Reception \_\_\_\_\_ Recorder \_\_\_\_\_

~~RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:  
Michael J. Herron, Esq.  
Garfield & Hecht, P.C.  
601 East Hyman Avenue  
Aspen, Colorado 81611~~

Return to:  
SNYDER OIL CORPORATION  
400 7th St. South  
Suite 1200  
Rifle, Colorado 81650

EASEMENT AGREEMENT

This Easement Agreement is made this 1st day of September, 1994 between Grass Mesa, Ltd, a Colorado corporation and Grass Mesa Ranch, a Colorado joint venture (collectively "Grass Mesa") whose address is c/o Richard E. Rudolph, P.O. Box 3080, Carefree, Arizona 85377 and Snyder Oil Corporation, a Delaware corporation ("SOCO") whose address is 1625 Broadway, Suite 2200, Denver, Colorado 80202.

RECITALS:

A. Grass Mesa (one or the other of the two (2) entities) is the owner of certain real property located in Garfield County, Colorado, reflected on Exhibit "A" attached hereto ("the Grass Mesa Road") which property is part of a development developed by Grass Mesa (the "Grass Mesa Property") described on Exhibit "B" attached hereto. The Grass Mesa Road consists of the road which commences at County Road 319 and runs to the top of the mesa located in the Grass Mesa Project and used by the owners thereof for ingress and egress although a portion of the easement (defined below) is located on other real property owned by Grass Mesa not a part of the Grass Mesa Road but reflected on Exhibit "A".

B. SOCO is in the oil and gas business and desires to construct an underground pipeline under the Grass Mesa Road

C. Subject to the terms and conditions hereof, Grass Mesa agrees to grant to SOCO nonexclusive easement to allow it to place an underground pipeline under the Grass Mesa Road.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt and sufficiency of which are hereby confessed and acknowledged, the parties agree as follows:

1. Grant of Easement. Grass Mesa hereby grants, conveys, assigns and transfers unto SOCO a permanent and perpetual nonexclusive easement and right-of-way under the Grass Mesa

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4/100

Road (the "Easement"). The Easement shall be used for the construction, improvement, maintenance, repair and replacement of a pipeline to be located underground in accordance with the provisions herein contained. In any construction, repair or replacement of the pipeline there shall exist a temporary license along and outside the boundaries of said Easement to pile debris, store materials or for other temporary purposes; provided however, when such construction, repair or replacement is completed any disturbed areas outside the boundaries of the Easement shall be promptly restored, to the fullest extent reasonably possible, to natural conditions existing prior to such construction, repair or replacement. When SOCO commences construction of the installation of the pipeline pursuant to this Easement Agreement, it agrees to complete such construction and restore the Grass Mesa Road to the condition required hereafter as soon as practical thereafter, subject to force majeure, recognizing that the Grass Mesa Road is used by others for ingress and egress to the Grass Mesa Project. In this respect, time shall be deemed of the essence. Upon completion of the installation of the pipeline under the Grass Mesa Road, SOCO shall, at its expense, immediately cause such road to be improved by its installation of a four-inch road base with a four-inch gravel topping.

2. Survey and Legal Description. SOCO shall, at its sole expense, immediately upon its execution of this Easement Agreement cause a registered land surveyor to provide a legal description of the centerline of the Grass Mesa Road. When such legal description has been prepared, a copy shall be delivered to Grass Mesa and after its approval of same it shall be attached to the original of this Easement Agreement and same shall be recorded in and among real estate records of Garfield County, Colorado. Prior to such legal description being prepared, this Easement Agreement shall not be recorded. Once such legal description has been obtained and prepared and this Easement Agreement has been recorded, the Easement shall be deemed to consist of nonexclusive right for the location of the underground pipeline located fifteen feet on either side of such center line, together with the license granted in paragraph one (1) above.

3. Above Ground Appurtenances. In the event SOCO wishes to have any above ground equipment associated with the Pipeline located in the Easement, it shall first obtain the written consent of Grass Mesa whose consent may be unreasonably withheld.

4. Termination of Easement Agreement. If at any time SOCO ceases to use the pipeline for a period in excess of one year, except for those times when such nonuse is caused by acts or circumstances beyond the control of SOCO, SOCO agrees to, at the request of Grass Mesa, to execute an agreement canceling the Easement and rendering this Easement Agreement null and void.

5. Consideration. The total distance of the Easement is approximately 4.5 miles. As and for a consideration for the Easement herein granted SOCO agrees to pay to Grass Mesa the sum of \$52,078.22 which sum shall be paid simultaneously with the execution of this Easement Agreement.

~~6. Dependency on Option and Approvals.~~

~~(a) Simultaneously with the execution of this Easement Agreement SOCO is entering into an option (the "Option") with an entity related to Grass Mesa, the Grass Mesa Ranch a Colorado joint venture. The Option involves the purchase by SOCO of certain real property which~~

Return to:  
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400 7th St. South  
Suite 1000

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~~is part of the Grass Mesa Property. Until such time as SOCO exercises its rights pursuant to the Option and consummates the transaction contemplated thereby it shall not be entitled to exercise any of its rights in connection with the Easement granted pursuant to this Easement Agreement. It is the intention of the parties that in the event the Option is not exercised, or if exercised, if the transaction contemplated thereby is not consummated, that the rights pursuant to this Easement Agreement shall be null and void and of no further force or effect. Should SOCO fail to exercise the Option, or if exercised should it fail to consummate the transaction contemplated thereby, the consideration paid pursuant to paragraph 5 above shall be deemed earned by Grass Mesa and shall not be refundable to SOCO.~~

(b) Before SOCO exercises any rights pursuant to this Easement Agreement it shall, at its sole cost and expense obtain all necessary governmental approvals. The failure to obtain any such approvals shall not entitle it to the return of any of the consideration paid pursuant to paragraph five (5) above.

7. Miscellaneous.

(a) This Easement Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any litigation arising out of this Easement Agreement including the enforcement of any or the terms or conditions hereof, the prevailing party shall also be entitled to recover reasonable attorney fees and costs incurred.

(b) The parties agree to perform such further acts and execute and deliver such further agreements or other documents as may reasonably necessary to effectuate and carry out the provisions of this Easement Agreement.

(c) All the provisions of this Easement Agreement, including the benefits and burdens created thereby, shall run with the land and be binding upon all persons who hereafter acquire any interest in the Easement whether as an owner, renter, trust deed or mortgage beneficiary, or otherwise. All provisions of this Easement Agreement inure to the benefit of and be binding upon the parties hereto, their heirs, successors, devisees, assigns and personal representatives.

(d) This Easement Agreement constitutes the entire understanding and Easement Agreement between the parties relating to the subject matter hereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Easement Agreement.

(e) As to the Easement granted herein, each party reserves the right to use and enjoy the property burdened by such easements, including the land beneath and the airspace above, for all purposes and uses which do not unreasonably interfere with such Easement.

(f) SOCO agrees to indemnify Grass Mesa and any owners, as they may from time to time exist of any property located within the Grass Mesa Project, their agents, directors,

Return to:  
SNYDER OIL CORPORATION 3  
400 7th St. South  
Suite 1200  
Rifle, Colorado 81650

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shareholders and assigns to the full extent allowed by law from any claim, damage, cause of action or judgment of any nature whatsoever which may result or occur as a result of SOCO's use of the rights granted to it pursuant to this Easement Agreement. In addition, SOCO agrees to be responsible for any erosion or erosion problems caused by the installation of the pipeline within the Easement and for any and all environmental damage of any nature whatsoever which may occur to the Grass Mesa Project by virtue of any leaks or spills of any materials running through the pipeline.

(g) In the event of any action for breach of, to enforce the provisions of, or otherwise involving this Easement Agreement, the Court in such action shall award a reasonable sum as attorney's fees to the party who, in light of the issues litigated and the Court's decision on those issues, was the prevailing party in the action.

IN WITNESS WHEREOF, the parties have agreed the day and year first written above.

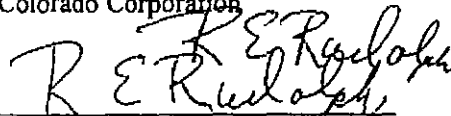
SOCO:

Snyder Oil Corporation,  
a Delaware Corporation

By:   
Vice President

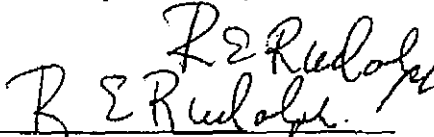
GRASS MESA:

Grass Mesa, Ltd.,  
a Colorado Corporation

By:   
Richard E. Rudolph, President

GRASS MESA

Grass Mesa Ranch,  
a Colorado joint venture,

By:   
Richard E. Rudolph, Managing Partner

Return to:  
SNYDER OIL CORPORATION <sup>4</sup>  
400 7th St. South  
Suite 1200  
Rifle, Colorado 81650

STATE OF DELAWARE )  
 )ss.  
COUNTY OF )

The foregoing Easement Agreement was acknowledged before me this 1<sup>ST</sup> day of September, 1994 by ROBERT J. CLARK, Vice President of Snyder Oil Corporation., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires: Dec. 15, 1997

  
\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 )ss.  
COUNTY OF PITKIN )

The foregoing Easement Agreement was acknowledged before me this 1<sup>st</sup> day of September, 1994 by Richard E. Rudolph, President of Grass Mesa, Ltd., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires:

Sheila M. Babbie/Notary Public  
Pitkin County Bank & Trust  
P.O. Box 3677, Aspen, CO 81612  
My Commission expires 10/17/96

  
\_\_\_\_\_  
Notary Public

Return to:  
SNYDER OIL CORPORATION  
400 7th St. South  
Suite 1200  
Rifle, Colorado 81650

STATE OF COLORADO )  
 ) ss.  
COUNTY OF PITKIN )

The foregoing Easement Agreement was acknowledged before me this 1st day of September, 1994 by Richard E. Rudolph, Managing Partner of Grass Mesa Ranch, a Colorado joint venture.

WITNESS my hand and official seal.

My commission expires:

Sheila M. Babble/Notary Public  
Pitkin County Bank & Trust  
P.O. Box 3877, Aspen, CO 81612  
My Commission expires 10/17/98

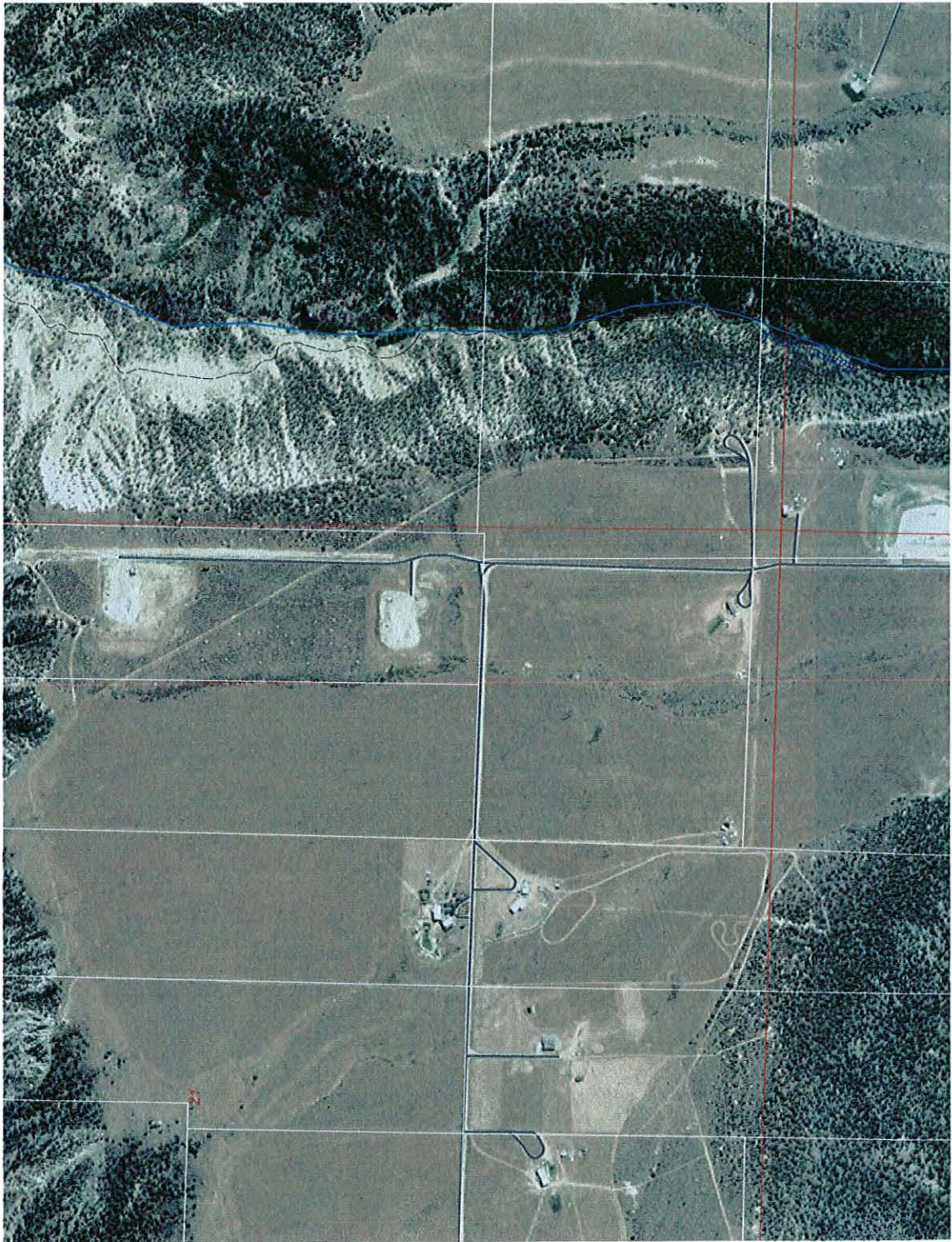
*Sheila M. Babble*  
Notary Public



Return to:  
SNYDER OIL CORPORATION  
10111 W. 6th South  
Suite 1200  
Denver, Colorado 81650









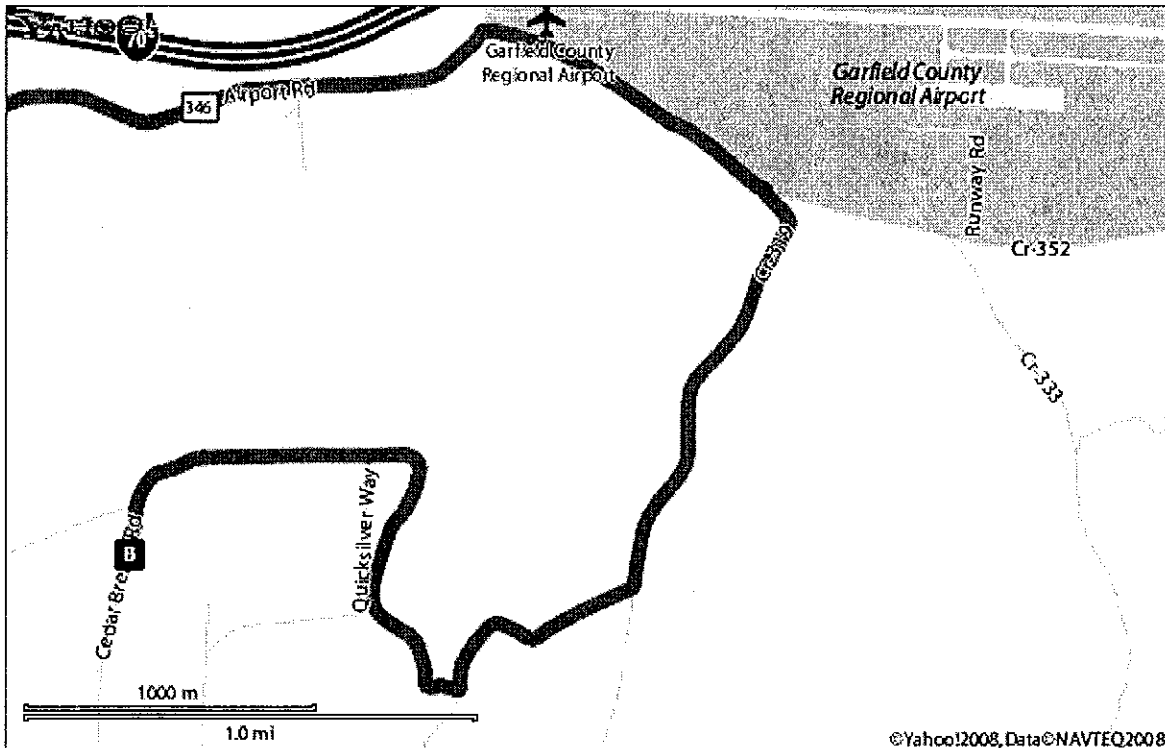
## Directions to 1120 Cedar Breaks Rd, Rifle, CO 81650-8402



Total Time: 18 mins, Total Distance: 6.5 mi

	Distance
<b>A</b> 1. Starting in RIFLE, CO on RAILROAD AVE go toward W go 0.23 mi 4TH ST	go 0.23 mi
2. Continue on CO-13	go 0.59 mi
3. Continue on TAUGHENBAUGH BLVD	go 302 ft
4. Turn <b>L</b> on AIRPORT RD(CR-346)	go 1.77 mi
5. Turn <b>R</b> on CR-319	go 0.77 mi
6. Turn <b>R</b> on CR-319	go 1.03 mi
7. Bear <b>R</b> on CEDAR BREAKS RD	go 2.04 mi
<b>B</b> 8. Arrive at 1120 CEDAR BREAKS RD, RIFLE, on the <b>L</b>	

Time: 18 mins, Distance: 6.5 mi



When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

## PROTECTIVE COVENANTS



## HIGHLINE RANCH SUBDIVISION COVENANTS

The covenants of Highline ranch will consist of three rules that are not part of the grass mesa rules and regulations. It must be understood that, grass mesa ranch sets the over all view, rules and regulations for all of the subdivisions with in Grass Mesa Ranch. All covenants must be met from grass mesa, and not to superseded, from any other subdivision, including Highline Ranch Subdivision.

All home owners or land owners must follow the covenants set forth with in the Grass Mesa Subdivision rules and regulations first and foremost, also known as their covenants. Highline Ranch Subdivision covenants must be met as well. Fines of five dollars per day will be assessed from the Highline Ranch Subdivision Homeowner's Association, due to any infraction of Grass Mesa Subdivision covenants or Highline Ranch Subdivision covenants. The fines imposed will start at the first day of any infraction, and will continue until resolved. Any fines that are not paid, could result in a lien on said property.

### HIGHLINE RANCH COVENANTS As follows

1. No more than three motor vehicles unregistered at one time, will be allowed with in Highline Ranch
2. All dogs must remain with in each said property owners domain, except on easements with in grass mesa.
3. All trash or junk, being old tires or broken down equipment must be covered or surrounded, to be kept from being seen, from the public eye. Lot owners are responsible for the removal of trash and general upkeep of their property including portions of their lot that are inside existing or proposed easements.
4. Each lot shall be limited to a total of 12,000 square feet of home garden and/or yard based on well permit irrigation limitations.
5. Any and all Highline Ranch Homeowner's Association assessments will be equal (33.3%) dollar amount to each of the three (3) Lots. Each property owner will be responsible for an equal portion of required assessments.
6. Each lot owner will be required to maintain their Individual Sewage Disposal System (ISDS) in accordance with the manufacturer's guidelines and any and all county mandated maintenance. Owners will be responsible for submitting maintenance reports to the Highline Ranch Homeowner's Association to verify that all required maintenance has been completed. If a property owner fails to comply with the maintenance of their ISDS and submit the records to the Home Owner's Association said property owner will be assessed the cost of the maintenance plus 10% so that the Homeowner's Association can have the required maintenance completed.
7. All residential dwellings constructed on the lots must be equipped with fire sprinkled in accordance with the Rifle Fire District and Garfield County

regulations. It will be the owner, architect, and building contractor's responsibility to obtain approval for the proposed fire sprinkle system for their lot.

8. A portion of the driveway for lots 2 & 3 is a share driveway. The two property owners shall be responsible for splitting any and all maintenance expenses and labor to maintain the driveway from the turnout on Mustang Mesa Trail for approximately 200 feet. Any maintenance beyond the point where the driveway splits will be the responsibility of the individual property owner which the driveway serves.

Highline Ranch covenants are listed on this page. Grass Mesa Ranch covenants are also adopted by Highline Ranch Subdivision, which are attached and copies will be provided to each lot owner at closing.

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DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR GRASS MESA RANCH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GRASS MESA LTD. AND GRASS MESA JOINT VENTURE, (hereinafter collectively referred to as the "Declarant") are the owners of that real property located in Garfield County, Colorado and described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant desires to sell and convey portions of said property in Lots of not less than thirty-five (35) acres each and desires that all of said real property be subject to easements, restrictions, covenants and conditions (hereinafter collectively referred to as "covenants") as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants which are for the purpose of protecting the value and desirability of said property, and which shall run with the land and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, to-wit:

ARTICLE I DEFINITIONS

- 1. Association: "Association" means the Grass Mesa Homeowners Association, a Colorado non-profit corporation, its successors and assigns.
2. Declaration: "Declaration" means this document and any and all amendments and supplements thereto, if any.
3. Lot: "Lot" means and refers to any parcel, tract or plot of land, however designated, located within the properties and designated by Declarant for separate fee simple ownership each of which contain thirty-five (35) acres or more.
4. Owner: "Owner" means and refers to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties.
5. Properties: "Properties" means and refers to that certain real property hereinabove described.

ARTICLE II ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- 1. Membership: Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and such membership shall be transferred automatically by the transfer (in whatsoever form) of such Lot. No person or entity other than an owner may be a member of the Association.
2. Voting: The members of the Association shall have such voting rights in the election of Directors and on other matters requiring the vote of members as provided in the Articles of Incorporation and By-Laws of the Association.

In the event any Lot is owned by two or more persons, whether by joint tenancy, tenancy in common or otherwise, the membership as to such Lot shall be joined, and a single membership for such Lot shall be issued in the names of all owners, and they shall designate to the Association, in writing at the time of issuance, one person who shall hold the membership and have the power to vote said membership. In the

absence of such designation, the Board of Directors of the Association may designate one of the owners as the voting member. Owners of more than one Lot shall have one membership in the Association for each Lot owned.

3. Duties and Responsibilities of the Association; Declarant has caused the Association to be incorporated as a Colorado non-profit corporation. The Association shall have the following duties, rights and powers:

- (a) To promulgate and from time to time supplement and amend reasonable rules and regulations governing the use of the Association's roads, common easements and water rights, which rules and regulations shall be consistent with the rights and duties established in this Declaration.
- (b) To own and maintain certain water rights and the ditches and ditch rights appurtenant thereto.
- (c) To levy and make assessments, for expenses and liabilities which may be incurred by the Association in furtherance of its purposes under or by reason of this Declaration, its Articles of Incorporation or By-Laws.
- (d) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from the owners for violation of the covenants contained herein or the Rules and Regulations as promulgated hereunder.
- (e) To employ counsel, attorneys, and auditors in connection with legal matters of the Association and audit of its books and records, which audits shall be available to owners for inspection.
- (f) To exercise any right or privilege given it expressly by this declaration or by law, and every other right, privilege, and power reasonably to be implied from the existence of any right or privilege given it herein or by its Articles of Incorporation or By-Laws or reasonably necessary to to effectuate its function and purposes.

#### ARTICLE III ASSESSMENTS

1. Levy of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such annual and special assessments as the Association shall levy from time to time in accordance with its Articles of Incorporation and By-Laws.

2. Lien. Association assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Any such lien may be enforced by foreclosure commenced by action of the Association in like manner as a mortgage on real property. In any such foreclosure, the owner of the subject Lot shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees. The Association shall also be vested with the right and power, in its own name, to take and prosecute all suits which may be necessary or advisable for the collection of delinquent assessments.

#### ARTICLE IV USE RESTRICTIONS

1. Residential Use. No Lot shall be used except for residential

purposes and only one detached, single family dwelling, not to exceed three stories in height shall be erected, altered, placed or permitted to remain on any Lot; provided that a private garage, private guest house, private stable or barn or other non-residential outbuildings may be constructed on a Lot. No part of the properties shall be occupied or used for any commercial or business purpose, except for a home occupation or profession conducted entirely within a building by the owners thereof, provided such use is clearly incidental and secondary to the use of said property for residential purposes. No display, stock in trade, signs or other external advertising of any such home occupation or profession shall be permitted. Any provision herein to the contrary notwithstanding, crops and other agricultural produce, produced on any Lot may be sold from such Lot.

2. Temporary Structure. No structure of a temporary nature such as a tent, travel trailer, garage, barn, or other outbuilding or basement shall be used upon any Lot as a residence, either temporarily or permanently; provided, however, a temporary structure shall be permitted on a Lot during construction of a permanent residence thereon for a period not to exceed one year. Such temporary structures may otherwise be maintained for residential purposes on any Lot during non-construction periods for a period not to exceed sixty (60) days.

3. Mobile Homes. Mobile Homes may be placed and maintained upon any Lot for a period not to exceed two (2) years provided that any such mobile home is skirted and has received all required County and other governmental approvals. Any such mobile home may thereafter be maintained permanently on any Lot provided it is sided, has a pitched roof, is placed upon a permanent foundation and is approved by the Declarant or the Architectural Committee pursuant to paragraph 6 below.

4. Animals. Household pets, horses, cattle, sheep, goats, pigs, rabbits, poultry and other farm animals may be kept upon any Lot subject to the following limitations:

- (a) All such animals shall be properly maintained in pens, fences or other appropriate enclosures or shall otherwise be under control at all times; and
- (b) No animals shall be permitted to create a nuisance or annoyance within the Properties; and
- (c) No animals shall be kept for feedlot or other similar commercial purposes, but may be kept for commercial breeding purposes; and
- (d) The farm animals kept on any Lot shall be of a number which will not deplete the natural vegetation or otherwise "overgraze" such Lot and it shall be presumed for this purpose that a total of ten (10) head of horses, cattle, sheep, pig, goats or other similar animals, or any combination thereof, shall be the maximum total number of such livestock permitted on any Lot.

5. Completion of Structures and Improvements. Construction or installation of any structure or improvement on any Lot shall proceed promptly and diligently upon commencement thereof. Failure to complete any structure or improvement within one (1) year after the date the same is commenced shall constitute a violation of this covenant which may be enforced by an affirmative injunction requiring the removal of the partially constructed or installed structure. Such one year time period may be extended under unusual circumstances in the discretion and with the written approval of the Declarant or the Architectural Committee.

6. Architectural Control. No building shall be placed, erected or altered on any Lot until the construction plans and specifications for such building, showing the location for the proposed construction upon a Lot, have been approved by the Declarant or by such Architectural Committee as may be appointed by the Declarant or by the Board of Directors of the Association. In the event the Declarant or the

Architectural Committee, as applicable, shall fail to approve or disapprove such plans and specifications within twenty (20) days after said plans and specifications have been submitted to it, approval will not be required and this covenant shall be deemed to have been fully complied with. The Declarant or the Architectural Committee shall exercise its best judgment to the end that all buildings or improvements constructed within the properties shall conform to minimum guidelines as established by the Declarant or the Architectural Committee from time to time, for the purpose of preserving the values of the Lots within the Properties; provided, however, the approval required by this covenant shall not be unreasonably withheld.

7. Signs. No Lot shall have one or more signs erected, placed, permitted, or maintained thereon which sign or signs have a total combined size of more than ten (10) square feet; except that the Declarant shall be permitted to use larger signs until all Lots within the properties are sold to the first owner thereof, other than Declarant.

8. Lot Maintenance. Each Lot shall be kept in a clean and sightly condition. No trash, litter, junk, or other wastes shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot or any public road.

9. Prohibition of Nuisance. No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners or occupants of any portion of the Properties.

10. Vehicles. Unlicensed or inoperable vehicles shall not be stored or maintained on the premises for a period in excess of fifteen (15) days, unless such vehicle is stored in a garage or is otherwise screened from view from all other Lots and from all commonly used roadways within the Properties.

11. Laws and Regulations. Nothing shall be done on or in connection with any Lot which is in violation of any applicable federal state or local law, regulation, or ordinance, including, but not limited to, building and zoning regulations.

12. Fencing. Fencing of any Lot shall be the responsibility of the owner thereof, shall be constructed and maintained in good condition sufficient to assure confinement of any animals kept on such Lot and shall be in accordance with standards established by the Declarant or the Architectural Committee.

13. Firearms. The discharge of firearms within the Properties shall be conducted in a manner which does not constitute a nuisance or annoyance to the owner or occupant of any portion of the Properties, shall be at the sole risk of the person carrying on such activity, and such person shall be absolutely liable for the consequences of such activity.

14. Setbacks. No building shall be constructed within twenty-five (25) feet of any Lot boundary line or established easement.

15. Subdivision. No Lot within the properties shall be subdivided into smaller Lots until Declarant has sold and conveyed sixty (60) Lots, or until January 1, 2000, whichever shall first occur, whereupon any Lot may be subdivided upon obtaining all necessary County and other governmental approval of such subdivision provided that no resulting Lot shall be less than ten (10) acres in size.

#### ARTICLE V EASEMENTS

1. Easements. Easements over and across the Lots are hereby reserved, as follows:

- (a) For roadway's, bridle paths and installation and maintenance of pipelines, an easement and right of way along and thirty

(30) feet on either side of the centerline of the common roadways as the same are established and in place; and

- (b) For installation and maintenance of utilities including, but not limited to, pipelines, an easement and right of way ten (10) feet in width along and inside of the perimeter boundary of each Lot; and
- (c) For bridle paths as the same are reserved and established in the conveyance of certain Lots by the Declarant.

2. Bridle Paths. The side boundaries of the bridle path easements, as such easements are established by the Declarant, shall be fenced by the Lot owner adjoining such easement. Said bridle paths shall be maintained by the Association.

#### ARTICLE VI EXCESS WATER PURCHASE

In the event a water well constructed upon any Lot has a production of more than twelve (12) gallons per minute as reported on the pump installation report for such well, the Declarant shall have the option, within five (5) years following the completion of said well, to purchase the right to use the production of said well in excess of twelve (12) gallons per minute for and in consideration of the payment of Three Thousand Dollars (\$3,000.00) to the owner of said well. The option as herein provided must be exercised by the Declarant, in writing, during said five (5) year option period, which writing shall be accompanied by the Three Thousand Dollar (\$3,000.00) purchase price for said excess water. Declarant, or Declarant's successors or assigns, shall for a period of ninety-nine (99) years following the exercise of said option, be entitled to the use of the water produced from such well in excess of twelve (12) gallons per minute. Declarant, or Declarant's successors or assigns, shall pay any and all expenses related to the installation and maintenance of pipelines, storage and other facilities related to the transportation, storage and use of said excess water by Declarant or Declarant's successors or assigns. Declarant shall be entitled to transfer the use of said excess water to the Association or to the owner of any other Lot.

#### ARTICLE VII ENFORCEMENT

The Association, through its Board of Directors, or any owner of any property within the Properties shall have the right to enforce, by any proceeding at law or in equity, all covenants herein imposed. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforce such covenant or restriction thereafter. In addition to any other remedies otherwise available, the Board of Directors of the Association, or its designated representatives, may, upon violation or breach of any covenant herein, enter upon any property where such violation or breach exists and may abate or remove the thing or condition causing the breach, and the costs incurred in connection therewith shall be billed to and paid by the owner or owners violating or breaching these covenants. If the violating owner or owners fail, after demand, to pay such costs, then such costs shall become a lien upon the property of such owner or owners for the amount due and not paid, pursuant to the provisions of the Articles and By-Laws of the Association.

#### ARTICLE VIII MISCELLANEOUS

1. Severability. Each of the covenants herein contained shall be deemed independent and separate and the invalidation of any one shall not affect the validity and continuing effect of any other.

2. Amendment and Termination. Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20)





EXHIBIT A  
(Attached to Declaration of Easements, Restrictions and Covenants  
for Grass Mesa Ranch)

Grass Mesa Ranch includes a total of seventy-seven (77) lots  
located in Garfield County, Colorado, and described as follows:

<u>Lot</u>	<u>Acreage</u>	<u>Description</u>
1	40.01	NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 27 - T6S - R93W
1A	39.93	SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 22 - T6S - R93W
2	39.87	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 22 - T6S - R93W
2A	39.95	NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 27 - T6S - R93W
3	40.14	NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 27 - T6S - R93W
3A	40.02	SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 27 - T6S - R93W
4	39.95	SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 27 - T6S - R93W
4A	39.95	SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 27 - T6S - R93W
5	39.95	NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 27 - T6S - R93W
6	39.87	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 22 - T6S - R93W
6A	39.45	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
7	39.30	E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
8	39.30	W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
9	39.30	E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
10	39.30	W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
11	39.45	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 21 - T6S - R93W
12	39.45	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 21 - T6S - R93W
13	39.45	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 21 - T6S - R93W
14	39.45	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 21 - T6S - R93W
15	39.95	W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 and W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 28 - T6S - R93W
16	39.95	E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 and E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 28 - T6S - R93W
17	40.25	NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 28 - T6S - R93W
18	40.28	SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 28 - T6S - R93W
19	40.12	N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 and N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 28 - T6S - R93W
20	40.12	S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 and S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 28 - T6S - R93W
21	40.12	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 - T6S - R93W
22	39.90	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 26 - T6S - R93W
23	40.27	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 27 - T6S - R93W
24	40.12	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 - T6S - R93W
25	40.12	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 - T6S - R93W
26	40.20	N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 28 - T6S - R93W
27	40.21	S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 28 - T6S - R93W

<u>Lot</u>	<u>Acreage</u>	<u>Description</u>
28	40.25	N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 33 - T6S - R93W
29	40.25	S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 33 - T6S - R93W
30	40.23	NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 34 - T6S - R93W
31	40.23	NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 34 - T6S - R93W
32	40.30	NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 34 - T6S - R93W
33	40.31	NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 34 - T6S - R93W
34	40.31	SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 34 - T6S - R93W
34A	40.23	SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 34 - T6S - R93W
35	40.23	SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 34 - T6S - R93W
36	40.25	SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 33 - T6S - R93W
37	40.25	SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 33 - T6S - R93W
38	39.93	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 33 - T6S - R93W
39	40.20	NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 33 - T6S - R93W
39A	40.20	NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 33 - T6S - R93W
40	40.33	N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 34 - T6S - R93W
41	40.33	S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 34 - T6S - R93W
42	40.33	N $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 34 - T6S - R93W
43	40.33	S $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 34 - T6S - R93W
44	40.29	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 34 - T6S - R93W
44A	40.29	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 34 - T6S - R93W
45	40.20	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 33 - T6S - R93W
46	40.20	SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 33 - T6S - R93W
47	39.93	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 33 - T6S - R93W
48	62.03	Lot 2 and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 4 - T7S - R93W
49	40.49	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 4 - T7S - R93W
50	51.52	W $\frac{1}{2}$ of Lot 1 and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 4 - T7S - R93W
51	40.59	SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 4 - T7S - R93W
52	46.08	W $\frac{1}{2}$ E $\frac{1}{2}$ of Lot 1 and W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec 4 - T7S - R93W
53	46.08	E $\frac{1}{2}$ E $\frac{1}{2}$ of Lot 1 and E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec 4 - T7S - R93W
54	48.79	Lot 2 and N1/3N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec 3 - T7S - R93W
55	53.25	S2/3N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec 3 - T7S - R93W
56	39.15	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 3 - T7S - R93W
57	40.69	NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 9 - T7S - R93W

<u>Lot</u>	<u>Acreage</u>	<u>Description</u>
58	40.42	NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 9 - T7S - R93W
59	40.42	SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 9 - T7S - R93W
60	39.74	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 9 - T7S - R93W
61	39.75	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 9 - T7S - R93W
62	39.20	SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 16 - T7S - R93W
63	38.86	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 16 - T7S - R93W
64	37.81	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 8 - T7S - R93W
65	38.30	SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 8 - T7S - R93W
66	38.90	NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 17 - T7S - R93W
66A	38.91	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 17 - T7S - R93W
67	38.30	SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 8 - T7S - R93W
68	37.81	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 8 - T7S - R93W

RECORDED AT 1:26 0'CLOCK P.M. DEC 02 1994  
REC # 471633 MILDRED ALSDORF, COUNTY CLERK  
GARFIELD COUNTY, COLORADO

BOOK 0924 PAGE 292

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS,  
RESTRICTIONS AND COVENANTS FOR GRASS MESA RANCH**

This first Amendment ("Amendment") entered into by the Grass Mesa Homeowners Association, a Colorado non-profit corporation ("Association").

**RECITATIONS**

A. Grass Mesa Ltd. and Grass Mesa Joint Venture as ("Declarants") submitted certain real property ("the Property") located in Garfield County, Colorado to the terms, conditions and covenants contained in that certain Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch, ("the Declaration") which Declaration was dated June 7, 1983 and recorded in Book 628, Page 503 of the real estate records of Garfield County, Colorado.

B. A question has arisen as to whether certain other real property owned by the Declarants, (the "Declarant's Property") and described on Exhibit "A" attached hereto and made a part hereof, was through inadvertence and or a scrivener's error, included within the description of the Property which is subject to the terms, conditions and covenants contained in the Declaration.

C. The Declaration provided that it can be amended by a seventy-five per cent (75%) vote of members of the Association as that term is defined in the Declaration. On the 20th day of September, 1994, pursuant to a dually called and constituted meeting of the Association, a vote was taken and the Association was authorized through its president to execute this Amendment.

**WITNESSETH**

1. Recitations. All of the above recitations are true and correct.
2. Amendment to Declaration. The Declaration is hereby amended to delete the Declarant's Property from in any way being encumbered or affected by the Declaration. It being the intention of this provision that the Declarant's Property is not and shall not be included within the real property encumbered by the terms, conditions and covenants of the Declaration.

*Garfield & Hecht*  
601 E. Hyman Ave.  
Grand, Co. 81611

800x0924-293

3. Effect. Except as modified by this Amendment, the Declaration remains in full force and effect.

Grass Mesa Homeowners Association,  
a Colorado non-profit corporation

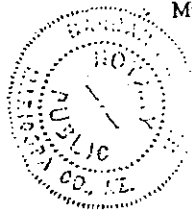
By: Richard E. Rudolph  
Richard E. Rudolph, President

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF MARIPOSA )

Signed, subscribed, sworn and acknowledged to before me this 8 day of November, 1994, by Richard E. Rudolph as President of Grass Mesa Homeowners Association, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires Oct. 19, 1996



Barbara Zuelke  
Notary Public

EXHIBIT "A"

FIRST AMENDMENT TO DECLARATION OF EASEMENTS,  
RESTRICTIONS AND COVENANTS FOR GRASS MESA RANCH:

LEGAL DESCRIPTION

- (a) Property described as Lot 4, Grass Mesa Ranch, containing 39.95 acres and described as SW 1/4 of the NW 1/4 of Section 27, Township 6 South, Range 93 West.
- (b) Property described as Lot 5, Grass Mesa Ranch, containing 39.95 acres and described as NW 1/4 of the NW 1/4 of Section 27, Township 6 South, Range 93 West.
- (c) Property described as Lot 6, Grass Mesa Ranch, containing 39.87 acres and described as SW 1/4 of the SW 1/4 of Section 22, Township 6 South, Range 93 West.
- (d) Property described as Lot 6-A, Grass Mesa Ranch, containing 39.45 acres and described as SE 1/4 of the SE 1/4 of Section 21, Township 6 South, Range 93 West.
- (e) Property described as Lot 7, Grass Mesa Ranch, containing 39.30 acres and described as the East 1/2 of the SE 1/4 of the NE 1/4 and the East 1/2 of the NE 1/4 of the SE 1/4 of Section 21, Township 6 South, Range 93 West.
- (f) Property described as Lot 8, Grass Mesa Ranch, containing 39.30 acres and described as the West 1/2 of the SE 1/4 of the NE 1/4 and the West 1/2 of the NE 1/4 of the SE 1/4 of Section 21, Township 6 South, Range 93 West.
- (g) Property described as Lot 9, Grass Mesa Ranch, containing 39.30 acres and described as the East 1/2 of the SW 1/4 of the NE 1/4 and the East 1/2 of the NW 1/4 of the SE 1/4 of Section 21, Township 6 South, Range 93 West.

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- (h) Property described as Lot 10, Grass Mesa Ranch, containing 39.30 acres and described as the West 1/2 of the SW 1/4 of the NE 1/4 and the West 1/2 of the NW 1/4 of the SE 1/4 of Section 21, Township 6 South, Range 93 West.
- (i) Property described as Lot 11, Grass Mesa Ranch, containing 39.45 acres and described as the NE 1/4 of the SW 1/4 of Section 21, Township 6 South, Range 93 West.
- (j) Property described as Lot 12, Grass Mesa Ranch, containing 39.45 acres and described as the NW 1/4 of the SW 1/4 of Section 21, Township 6 South, Range 93 West.
- (k) Property described as Lot 13, Grass Mesa Ranch, containing 39.45 acres and described as the SW 1/4 of the SW 1/4 of Section 21, Township 6 South, Range 93 West.
- (l) Property described as Lot 14, Grass Mesa Ranch, containing 39.45 acres and described as the SE 1/4 of the SW 1/4 of Section 21, Township 6 South, Range 93 West.
- (m) Property described as Lot 15, Grass Mesa Ranch, containing 39.95 acres and described as the West 1/2 of the SW 1/4 of the SE 1/4 of Section 21 and the West 1/2 of the NW 1/4 of the NE 1/4 of Section 28, Township 6 South, Range 93 West.
- (n) Property described as Lot 16, Grass Mesa Ranch, containing 39.95 acres and described as the East 1/2 of the SW 1/4 of the SE 1/4 of Section 21 and the East 1/2 of the NW 1/4 of the NE 1/4 of Section 28, Township 6 South, Range 93 West.
- (o) Property described as Lot 17, Grass Mesa Ranch, containing 40.25 acres and described as the NE 1/4 of the NE 1/4 of

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Section 28, Township 6 South, Range 93 West.

(p) Property described as Lot 18, Grass Mesa Ranch, containing 40.28 acres and described as the SE 1/4 of the NE 1/4 of Section 28, Township 6 South, Range 93 West.

(q) Property described as Lot 19, Grass Mesa Ranch, containing 40.12 acres and described as the North 1/2 of the NW 1/4 of the SW 1/4 of Section 27 and the North 1/2 of the NE 1/4 of the SE 1/4 of Section 28, Township 6 South, Range 93 West.

(r) Property described as Lot 20, Grass Mesa Ranch, containing 40.12 acres and described as the South 1/2 of the NW 1/4 of the SW 1/4 of Section 27 and the South 1/2 of the NE 1/4 of the SE 1/4 of Section 28, Township 6 South, Range 93 West.

(s) Property described as Lot 25, Grass Mesa Ranch, containing 40.12 acres and described as the SW 1/4 of the SW 1/4 of Section 27, Township 6 South, Range 93 West.

(t) Property described as Lot 26, Grass Mesa Ranch, containing 40.20 acres and described as the North 1/2 of the SE 1/4 of the SE 1/4 and the North 1/2 of the SW 1/4 of the SE 1/4 of Section 28, Township 6 South, Range 93 West.

(u) Property described as Lot 27, Grass Mesa Ranch, containing 40.21 acres and described as the South 1/2 of the SE 1/4 of the SE 1/4 and the South 1/2 of the SW 1/4 of the SE 1/4 of Section 28, Township 6 South, Range 93 West.



AMENDMENT

to

Declaration of Easements, Covenants and Restrictions  
For Grass Mesa Ranch

KNOW ALL PERSONS by these presents that the undersigned, being owners of lots and members of the Grass Mesa Homeowners Association, a Colorado non-profit corporation, constituting more than seventy-five percent (75%) of the members of said Association, hereby amend the Declaration of Easements, Covenants and Restrictions For Grass Mesa Ranch dated June 7, 1983 and recorded in Book 828 at page 503 in the records of Garfield County, as provided in Article VIII, paragraph 2 of said Declaration.

Article IV "USE RESTRICTIONS" is amended effective with the recording of this document by the addition of the following language:

16. Oil and Gas Development. Because the Declarant will reserve to Declarant all mineral rights appurtenant to the Properties in any conveyance of Lots within Grass Mesa Ranch, notwithstanding any other provision of this Declaration to contrary, any activity performed for the purpose of or incidental to development of any mineral resources upon or below the surface of the Properties shall be deemed as a permitted use of the Properties pursuant to this Declaration, specifically including, without limitation, oil and gas exploration and extraction. The activities described in this paragraph 16, so long as they are conducted in a manner deemed reasonable within the industry, are specifically excluded from the prohibition of nuisance contained in this Declaration. Any person engaged in development of mineral resources upon, under, or adjacent to the Properties may be granted the use of easements within the Properties for the installation and maintenance of oil and gas pipelines.

25 In witness whereof, the undersigned have executed this Amendment on the day of April, 1995.

GRASS MESA, LTD.

By: Richard E. Rudolph  
Richard E. Rudolph, President

GRASS MESA JOINT VENTURE  
GRASS MESA RANCH, a Colorado joint venture

By: Richard E. Rudolph  
Richard E. Rudolph, Venturer

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 25  
day of April, 1995, by Richard E. Rudolph as  
President of Grass Mesa, Ltd., a Colorado corporation.

Witness my hand and official seal.  
My Commission expires: My Commission Expires Oct. 19, 1996

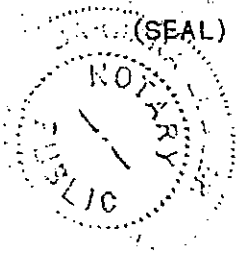


Bairan Zutter  
Notary Public

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 25  
day of April, 1995, by Richard E. Rudolph as  
a joint venturer of Grass Mesa Ranch, a Colorado joint venture, also known as  
Grass Mesa Joint Venture, a Colorado joint venture.

Witness my hand and official seal.  
My Commission expires: My Commission Expires Oct. 19, 1996



Bairan Zutter  
Notary Public

09/01/95 01:52P PG 2 OF 2

AMENDMENT  
to  
DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR GRASS MESA RANCH

The undersigned, being owners of lots and members of the Grass Mesa Homeowners Association, a Colorado non-profit corporation, and constituting more than seventy-five percent (75%) of the members of the Association, hereby amend the Declaration of Easements, Covenants and Restrictions for Grass Mesa Ranch dated June 7, 1983, and recorded in Book 628 at page 503 in the records of Garfield County ("Declaration"), as amended, in particular by the First Amendment to the Declaration, recorded in Book 924 at page 292, Reception No. 471633, in the records of Garfield County. This Amendment is made pursuant to Article VIII, paragraph 2, of the Declaration.

Exhibit A of the Declaration, which describes the Property covered by the Declaration and included in the Grass Mesa Homeowners Association, is amended effective with the recording of this document to include the property described in Exhibit 1 attached hereto, constituting 20 lots, with each lot owner granted all rights, privileges, interests, liabilities, and responsibilities of ownership as set forth in the Declaration.

Grass Mesa, Ltd., a Colorado corporation

By: Richard E. Rudolph  
Richard E. Rudolph, President

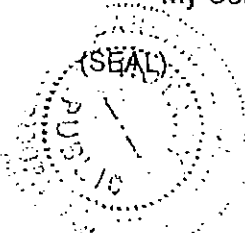
Grass Mesa Joint Venture  
Grass Mesa Ranch, a Colorado joint venture

By: Richard E. Rudolph  
Richard E. Rudolph, Venturer

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing was acknowledged to before me this 29 day of August, 1995,  
by Richard E. Rudolph as President of Grass Mesa, Ltd., a Colorado corporation.

Witness my hand and official seal.  
My Commission expires: My Commission Expires Oct. 19, 1996

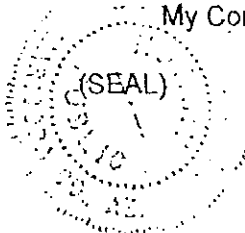


Barlan Zetler  
Notary Public

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing was acknowledged to before me this 29 day of August, 1995,  
by Richard E. Rudolph as joint venturer of Grass Mesa Ranch, a Colorado joint venture,  
also known as Grass Mesa Joint Venture, a Colorado joint venture.

Witness my hand and official seal.  
My Commission expires: My Commission Expires Oct. 19, 1996



Barlan Zetler  
Notary Public

**EXHIBIT 1**

**Legal Description**

- a. Property described as Lot 4, Grass Mesa Ranch, containing 39.95 acres and described as SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 27, Township 6 South, Range 93 West.
- b. Property described as Lot 5, Grass Mesa Ranch, containing 39.95 acres and described as NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 27, Township 6 South, Range 93 West.
- c. Property described as Lot 6, Grass Mesa Ranch, containing 39.87 acres and described as SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 22, Township 6 South, Range 93 West.
- d. Property described as Lot 6-A, Grass Mesa Ranch, containing 39.45 acres and described as SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 21, Township 6 South, Range 93 West.
- e. Property described as Lot 8, Grass Mesa Ranch, containing 39.30 acres and described as West  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the West  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 21, Township 6 South, Range 93 West.
- f. Property described as Lot 9, Grass Mesa Ranch, containing 39.30 acres and described as the East  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 21, Township 6 South, Range 93 West.
- g. Property described as Lot 10, Grass Mesa Ranch, containing 39.30 acres and described as the West  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the West  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 21, Township 6 South, Range 93 West.
- h. Property described as Lot 11, Grass Mesa Ranch, containing 39.45 acres and described as the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 21, Township 6 South, Range 93 West.
- i. Property described as Lot 12, Grass Mesa Ranch, containing 39.45 acres and described as the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 21, Township 6 South, Range 93 West.
- j. Property described as Lot 13, Grass Mesa Ranch, containing 39.45 acres and described as the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 21, Township 6 South, Range 93 West.
- k. Property described as Lot 14, Grass Mesa Ranch, containing 39.45 acres and described as the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 21, Township 6 South, Range 93 West.

- l. Property described as Lot 15, Grass Mesa Ranch, containing 39.95 acres and described as the West ½ of the SW ¼ of the SE ¼ of Section 21 and the West ½ of the NW ¼ of the NE ¼ of Section 28, Township 6 South, Range 93 West.
- m. Property described as Lot 16, Grass Mesa Ranch, containing 39.95 acres and described as the East ½ of the SW ¼ of the SE ¼ of Section 21 and the East ½ of the NW ¼ of the NE ¼ of Section 28, Township 6 South, Range 93 West.
- n. Property described as Lot 17, Grass Mesa Ranch, containing 40.25 acres and described as the NE ¼ of the NE ¼ of Section 28, Township 6 South, Range 93 West.
- o. Property described as Lot 18, Grass Mesa Ranch, containing 40.28 acres and described as the SE ¼ of the NE ¼ of Section 28, Township 6 South, Range 93 West.
- p. Property described as Lot 19, Grass Mesa Ranch, containing 40.12 acres and described as the North ½ of the NW ¼ of the SW ¼ of Section 27 and the North ½ of the NE ¼ of the SE ¼ of Section 28, Township 6 South, Range 93 West.
- q. Property described as Lot 20, Grass Mesa Ranch, containing 40.12 acres and described as the South ½ of the NW ¼ of the SW ¼ of Section 27 and the South ½ of the NE ¼ of the SE ¼ of Section 28, Township 6 South, Range 93 West.
- r. Property described as Lot 25, Grass Mesa Ranch, containing 40.12 acres and described as the SW ¼ of the SW ¼ of Section 27, Township 6 South, Range 93 West.
- s. Property described as Lot 26, Grass Mesa Ranch, containing 40.20 acres and described as the North ½ of the SE ¼ of the SE ¼ and the North ½ of the SW ¼ of the SE ¼ of Section 28, Township 6 South, Range 93 West.
- t. Property described as Lot 27, Grass Mesa Ranch, containing 40.21 acres and described as the South ½ of the SE ¼ of the SE ¼ and the South ½ of the SW ¼ of the SE ¼ of Section 28, Township 6 South, Range 93 West.

GRASS MESA RANCH  
P.O. Box 233  
Gunnison CO 81532

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MILDRED ALSDORF GARFIELD COUNTY CLERK AND RECORDER 11.00

AMENDMENT  
to  
Declaration of Easements, Covenants and Restrictions  
For Grass Mesa Ranch

The undersigned, being owners of lots and members of the Grass Mesa Homeowner's Association, a Colorado non-profit corporation, constituting more than seventy-five percent (75%) of the members of said Association, hereby amend the Declaration of Easements, Covenants and Restrictions For Grass Mesa Ranch dated June 7, 1983 and recorded in Book 628 at page 503 in the records of Garfield County, as provided in Article VIII, paragraph 2 of said Declaration.

Article III, Section 1 of the Declaration is amended by the addition of the following:

Notwithstanding any other provision of this Declaration, the Association may not levy any annual or special assessment upon lots owned by the Declarant which is not also levied upon all other lots within the properties, nor may the Association impose terms of payment for assessments levied upon lots owned by Declarant which are different from the terms of payment for assessments levied upon all other lots within the properties.

Article V, Section 1(a) of the Declaration is deleted and replaced by the following:

For access roadways, bridle paths and installation and maintenance of pipelines, an easement sixty (60) feet in width, being thirty (30) feet on either side of the centerline of any roadway constructed by Declarant or its designee and also thirty (30) feet on either side of any boundary line between two lots.

In witness whereof, the undersigned have executed this Amendment on the 23rd day of February, 1996.

GRASS MESA, LTD.

By: Richard E. Rudolph  
Richard E. Rudolph, President

GRASS MESA JOINT VENTURE  
GRASS MESA RANCH, a Colorado joint venture

By: Richard E. Rudolph  
Richard E. Rudolph, Venturer

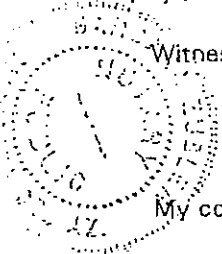
P.S. sent to: Bretton + McClow  
PO Box 669  
Summit, CO 81230

...

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 23rd day of February, 1996, by Richard E. Rudolph as President of Grass Mesa Ltd., a Colorado corporation.

Witness my hand and official seal.



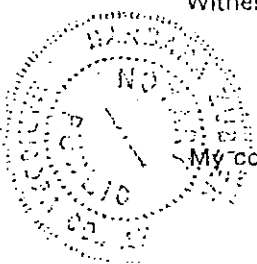
Barbara Zubb  
Notary Public

My commission expires: My Commission Expires Oct. 19, 1996

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 23rd day of February, 1996, by Richard E. Rudolph as s joint venturer of Grass Mesa Ranch, a Colorado joint venture, also known as Grass Mesa Joint Venture, a Colorado venture.

Witness my hand and official seal.



Barbara Zubb  
Notary Public

My commission expires: My Commission Expires Oct. 19, 1996





28

**AMENDMENT  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
FOR GRASS MESA RANCH**

The undersigned Board of Directors of the Grass Mesa Homeowners' Association, a Colorado Not-for-Profit Corporation, hereby amend the Declaration of Easements, Covenants and Restrictions for Grass Mesa Ranch dated June 7, 1983 and recorded in Book 628 at Page 503 in the records of Garfield County pursuant to a vote of a majority of the homeowners present at a membership meeting dated March 7, 2002.

Article VIII, Miscellaneous, Paragraph 2 shall be deleted and replaced with the following language:

2. Amendment and Termination. Each and every provision of this Declaration shall run with and bind the land. This Declaration may be amended or revoked by an instrument approved by not less than sixty percent (60%) of the members of the Association. Such amendment or revocation shall be effective only when duly recorded in the records of Garfield County, Colorado.

IN WITNESS WHEREOF, the undersigned have hereafter affixed their signatures this 21<sup>st</sup> day of March, 2002.

GRASS MESA HOMEOWNERS ASSOCIATION

By: Bret Closs  
Bret Closs, Director

By: Tere McGuire  
Tere McGuire, Director

By: James P. Bare  
James Bare, Director

ATTEST:

Cheryl A. Chartier  
Cheryl A. Chartier, Secretary

Return to: Grass Mesa Homeowner's Assoc.  
1899 Grass Mesa Rd.  
Rifle, CO 81650

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**CORRECTED AMENDMENT  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND  
RESTRICTIONS  
FOR GRASS MESA RANCH**

The undersigned members of the Board of Directors of the Grass Mesa Homeowners' Association, a Colorado Nonprofit Corporation, hereby certify that a special meeting of the members was duly convened on March 2, 2002, wherein sixty-one (61) members were represented in person or by proxy (more than 75% of the total membership), and that one of the purposes of the meeting was to approve a resolution to amend the Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch to reduce the number of votes required to amend or revoke said Declaration, from seventy-five percent (75%) of the members to sixty percent (60%). Such resolution was passed by all 61 members attending in person or by proxy, constituting approval by greater than 75% of the membership. Accordingly, the Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch recorded in the records of the Clerk and Recorder for Garfield County, Colorado, on June 7, 1983 in Book 628 at Page 503, as amended by: the First Amendment to Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch recorded on December 12, 1994 at Book 0924 at Page 292; and the Amendment to Declaration of Easements, Covenants and Restrictions for Grass Mesa Ranch recorded September 1, 1995 in Book 951 at Page 883; and the Amendment to Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch recorded November 7, 1995 in Book 958 at Page 68; and the Amendment to Declaration of Easements, Covenants and Restrictions for Grass Mesa Ranch recorded February 26, 1996 in Book 968 at Page 182; and the Grass Mesa Homeowners Association Statement of Election RE: Adoption of Colorado Common Interest Ownership Act recorded October 1, 1999 in Book 1155 at Page 284 (collectively, the "Declaration"), is hereby further amended as follows:

**Article VIII, Paragraph 2 ("Miscellaneous") of the Declaration shall be deleted and replaced with the following:**

- 2. Amendment and Termination. Each and every provision of this Declaration shall run with and bind the land. This Declaration may be amended or revoked by an instrument approved by not less than sixty percent (60%) of the members of the Association. Such amendment or revocation shall be effective only when duly recorded in the records of Garfield County, Colorado.

IN WITNESS WHEREOF, the undersigned have hereafter affixed their signatures effective this 6<sup>th</sup> day of ~~April~~, 2002.

*May*

**THIS CORRECTED AMENDMENT IS MADE TO CORRECT THAT CERTAIN  
"AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND**

*Return to: Grass Mesa HOA  
1899 Grass Mesa Rd.  
Rifle, CO 81650*

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**STATEMENT OF AMENDMENT TO DECLARATION OF EASEMENTS,  
RESTRICTIONS & COVENANTS FOR  
GRASS MESA RANCH**

This STATEMENT OF AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS & COVENANTS FOR GRASS MESA RANCH is made this 15<sup>th</sup> day of August, 2003, pursuant to that certain Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch recorded with the Garfield County Clerk & Recorder on June 7, 1983, in Book 628 at Page 503 as Reception No. 342393, as amended, and under the authority of Section 38-33.3-217, C.R.S., for the purposes described hereinbelow.

**RECITALS**

WHEREAS, certain real property situate in Sections 21, 22, 27, 28, 33 and 34 of Township 6 South, and Sections 3, 4 and 9 of Township 7 South, all of Range 93 West of the 6<sup>th</sup> Principal Meridian, in Garfield County, Colorado, commonly known as Grass Mesa Ranch (designated as lots), was made subject to certain covenants, conditions, restrictions and easements as set forth in that certain Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch recorded with the Garfield County Clerk & Recorder on June 7, 1983, in Book 628 at Page 503 as Reception No. 342393, as amended by: the First Amendment to Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch recorded on December 12, 1994 at Book 0924 at Page 292; the Amendment to Declaration of Easements, Covenants and Restrictions for Grass Mesa Ranch recorded September 1, 1995 in Book 951 at Page 883; the Amendment to Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch recorded November 7, 1995 in Book 958 at Page 68; the Amendment to Declaration of Easements, Covenants and Restrictions for Grass Mesa Ranch recorded February 26, 1996 in Book 968 at Page 182; the Grass Mesa Homeowners Association Statement of Election RE: Adoption of Colorado Common Interest Ownership Act recorded October 1, 1999 in Book 1155 at Page 284; and the Corrected Amendment to Declaration of Easements, Covenants and Restrictions for Grass Mesa Ranch recorded May 7, 2002 in Book 1352 at Page 962 (collectively, "the Declaration"); and

WHEREAS, Section 1(a) of Article V of the Declaration provides for the reservation of certain easements for the benefit of the lot owners of Grass Mesa Ranch, including but not limited to easements for access roadways to the lots in Grass Mesa Ranch, such roadways to be sixty (60) feet in width; and

WHEREAS, by the "Amendment" to the Declaration dated February 23, 1996, and recorded in Garfield County, Colorado, on February 26, 1996 in Book 968 at Page 182 as Reception No. 489419, the Grass Mesa Homeowners Association amended Section 1(a) of Article V to provide that the previously reserved easement for "access roadways" (among other purposes) was to be "an easement sixty (60) feet in width, being thirty (30) feet on either side of the centerline of any roadway constructed by Declarant or its designee . . . ." (hereinafter, "Access Easement"); and

WHEREAS, heretofore there has been no survey made nor recorded of the centerline of the Access Easement for Grass Mesa Ranch as described hereinabove; and

WHEREAS, the Grass Mesa Homeowners Association, a Colorado nonprofit corporation ("Association"), on behalf of its members (the owners of the lots in Grass Mesa Ranch) has had the centerline of the access roadways in Grass Mesa Ranch professionally surveyed for the purpose of

Return to: Grass Mesa HOA  
1899 Grass mesa Rd.  
Rifle, Co 81650

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establishing the location of the Access Easement and desires to record such survey for the purpose of providing notice of such location; and

WHEREAS, the centerline survey commissioned by the Association was conducted and prepared by Construction Surveys, Inc., dated June 25, 2003, in a survey plat titled "Grass Mesa Homeowners Association Road Plat" (hereinafter, "Road Plat"),

NOW, THEREFORE, the undersigned, as Chairman and chief executive officer of the Association, states and certifies:

1. By vote of the members of the Association, duly conducted by written ballot dated 7/25/03, 2003, pursuant to section 7-127-109, C.R.S., sixty percent (60 %) of such members approved and accepted the Road Plat as a survey of the centerline of the Access Easement, and such members further approved the recording of such Road Plat with the Clerk & Recorder of Garfield County, Colorado, for the purpose of depicting the location of the centerline of the Access Easement reserved in the Declaration, and have directed the undersigned to record such Road Plat on behalf of and for the benefit of the Association.
2. Pursuant to the authority and direction above-described, concurrently with this Statement of Amendment the undersigned has recorded the Road Plat, as referenced hereinabove, with the Clerk & Recorder of Garfield County, Colorado, as Reception No. 636525.
3. To the extent the recordation of such Road Plat constitutes an amendment to the Declaration, the vote of the members described above approved such amendment of the Declaration for the purposes stated herein and the contents of the Road Plat are incorporated herein by this reference.
4. By execution of this Statement of Amendment, the undersigned on behalf of the Association, its Board of Directors and its Members, makes no representations nor warranties about the physical condition of the Access Easement depicted on the Road Plat, nor as to any other matter unless expressly stated herein.

IN WITNESS WHEREOF, the undersigned, as Chairman of the Grass Mesa Homeowners Association, certifies that the statements made herein are true and correct and she is authorized to sign this Statement of Amendment this 16<sup>th</sup> day of Sept., 2003.

GRASS MESA HOMEOWNERS ASSOCIATION  
(a Colorado nonprofit corporation)

By: Tere McGuire  
Tere McGuire, Chairman

Attest:

By:

Cheri Chartier  
Cheri Chartier, Secretary



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1 of 2 R 11.00 D 0.00 GARFIELD COUNTY CO

**STATEMENT OF AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS & COVENANTS FOR GRASS MESA RANCH REGARDING LOT 61**

998

This STATEMENT OF AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS & COVENANTS FOR GRASS MESA RANCH REGARDING LOT 61 is made this 15 day of MARCH 2004, pursuant to that certain Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch recorded with the Garfield County Clerk & Recorder on June 7, 1983, in Book 628 at Page 503 as Reception No. 342393, as amended, and under the authority of Section 38-33.3-217, C.R.S., for the purposes described hereinbelow.

**RECITALS**

WHEREAS, certain real property situate in Sections 21, 22, 27, 28, 33 and 34 of Township 6 South, and Sections 3, 4 and 9 of Township 7 South, all of Range 93 West of the 6<sup>th</sup> Principal Meridian, in Garfield County, Colorado, commonly known as Grass Mesa Ranch (also designated as lots), was made subject to certain covenants, conditions, restrictions and easements as set forth in that certain Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch recorded with the Garfield County Clerk & Recorder on June 7, 1983, in Book 628 at Page 503 as Reception No. 342393, which has subsequently been amended (as amended, the "Declaration"); and

WHEREAS, the Declaration was further amended by that certain Statement of Amendment to Declaration of Easements, Restrictions & Covenants for Grass Mesa Ranch recorded with the Garfield County Clerk & Recorder on September 25, 2003 in Book 1522 at Page 832 as Reception No. 637310, incorporating by reference a road survey plat showing the centerline of the access easement roadways in Grass Mesa Ranch which survey plat was recorded with the Garfield County Clerk & Recorder as Reception No. 636525 (the "Road Plat"); and

WHEREAS, the Association wishes to modify the Road Plat (and the location of the centerline depicted thereon) for that portion of the existing access easement known as Grass Mesa Road that traverses Lot 61, being the SE1/4SW1/4 of Section 9, Township 7 South, Range 93 West of the 6<sup>th</sup> Principal Meridian (hereafter, "Lot 61"), as shown on the survey plat prepared by G.O. Metrix Surveying and Mapping, dated November 10, 2003 (Job No. 030218), titled "Proposed Right-of-Way Change" (hereinafter referred to as the "Modification of Road Plat"), resulting in vacation of specific portions of the existing access easement traversing Lot 61 and relocation of the vacated portions along the westerly and southerly interior perimeter of Lot 61 as depicted on the Modification of Road Plat; and

WHEREAS, the record title owner of said Lot 61, for the purpose of accomplishing the relocation of the access easement across Lot 61 as described hereinabove, wishes to modify the dimensions of the interior perimeter easement for Lot 61 (as such dimensions were established for all lots in Grass Mesa Ranch under Article V, Section 1(a) of the Declaration) by widening said perimeter easement to a width of sixty (60) feet from the lot line, with an additional "cul-de-sac" portion widened to eighty-five (85) feet from the lot line, in the areas as depicted on the Modification of Road Plat;

NOW, THEREFORE, the undersigned, as Chairman and chief executive officer of the Association, states and certifies:

1. By vote of the members of the Association duly conducted by written ballot dated February 13, 2004, pursuant to section 7-127-109, C.R.S., sixty percent (60%) of the members approved and accepted the Modification of Road Plat for the purpose of relocating portions of the existing access easement known as Grass Mesa Road as it crosses Lot 61, and for the further purpose of modifying the dimensions of the interior

Return to: Grass Mesa HOA  
1899 Grass Mesa Rd  
Rt. 1, Ft. Collins, CO 80504

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650236 04/15/2004 03:57P B1577 P999 M ALSDORF  
2 of 2 R 11.00 D 0.00 GARFIELD COUNTY CO

Statement of Amendment to Declaration  
Grass Mesa Ranch Lot 61  
Page 2

perimeter easement for Lot 61 in order to accommodate relocation of the access easement, all as depicted on the Modification of Road Plat, and such members further approve the recording of such Modification of Road Plat with the Clerk & Recorder of Garfield County, Colorado, for such purposes and have directed the undersigned to record such Modification of Road Plat, together with this Statement of Amendment, on behalf of and for the benefit of the Association.

2. Pursuant to the authority and direction above-described, concurrently with recordation of this Statement of Amendment the undersigned has caused recordation of the Modification of Road Plat, as described hereinabove, with the Clerk & Recorder of Garfield County, Colorado, as Reception No. 648.

3. To the extent the recordation of such Modification of Road Plat constitutes an amendment to the Declaration, the vote of the members described above approved such amendment for the purposes stated herein and the contents of the Modification of Road Plat are incorporated herein by this reference.

4. By execution of this Statement of Amendment, the undersigned on behalf of the Association, its Board of Directors and its Members, makes no representations nor warranties about the physical condition of the access easement depicted on the Modification of Road Plat nor as to any other matter unless expressly stated herein.

IN WITNESS WHEREOF, the undersigned, as Chairman of the Grass Mesa Homeowners Association, certifies that the statements made herein are true and correct and she is authorized to sign this Statement of Amendment this 15 day of MARCH 2004.

GRASS MESA HOMEOWNERS ASSOCIATION  
(a Colorado nonprofit corporation)

By: Tere McGuire  
Tere McGuire, Chairman

Attest:

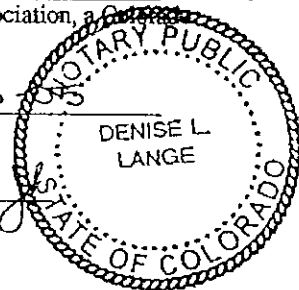
By: Cheri Chartier  
Cheri Chartier, Secretary

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF GARFIELD    )

The foregoing Statement of Amendment was acknowledged before me this 15 day of MARCH, 2004, by Tere McGuire as Chairman and Cheri Chartier as Secretary of Grass Mesa Homeowners Association, a Colorado nonprofit corporation.

WITNESS MY HAND AND OFFICIAL SEAL. My Commission expires: 1-5-05

Denise L. Lange  
Notary Public





## IMPACT FEES STATEMENT

## ESTIMATED TRAFFIC STATEMENT HIGHLINE RANCH SUBDIVISION

Below are the calculations to determine the average daily traffic volume that can be expected to be generated at build out of the Highline Ranch Subdivision:

Number of Primary Residences: 3 (2 proposed and 1 existing)

Number of Additional Dwelling Units (ADUs): 0

Number of vehicles per day generated by single-family detached residential per the ITE Trip Generation Manual, 6th Edition: 9.57 per residence

$3 \text{ residences} \times 9.57 \text{ trips/day/residence} = 28.71 \text{ ADT}$

The impact fees are expected to be about \$210 per average daily trip for 3 units (3 lots with 0 ADUs). Using the traffic generation estimate of 28.71 trips per day, the general traffic impact figure equates to \$6029.10. Subtracting the traffic already in the system for the existing house on the property (\$2009.70) the total fee would be \$4019.40. One half of the fee (\$2009.70) will be submitted at final plat and the other half will be paid by the individual lot owners of Lot 1 and 2 prior to building permits being issued.

LEGAL & PUBLIC NOTICE  
INFORMATION

604

WARRANTY DEED

Grass Mesa Ranch, a Colorado joint venture, for good and valuable consideration, in hand paid, hereby sells and conveys to Ryan A. May, whose address is 200 South E, #106, New Castle, CO 81647, the following real property:

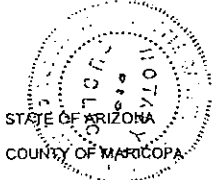
Township 6 South, Range 93 West of the Sixth Principal Meridian  
Section 21: SE1/4SE1/4,  
also known as Lot 6A,  
Grass Mesa Ranch,  
County of Garfield,  
State of Colorado,

with all its appurtenances and warrants the title to the same, reserving to the Grantor all mineral rights, oil, gas, geothermal resources and the like, subject to: reservations contained in United States Patent recorded in Book 71 at Page 548; right of way for ditches or canals as reserved in United States Patent recorded in Book 71 at Page 548; easements and rights of way recorded in Book 322 at Page 240; restrictive covenants as contained in instrument recorded in Book 628 at Page 503, as amended in Book 924 at Page 282 and as amended recorded in Book 951 at Page 883; amendment recorded in Book 958 at Page 68 and amendment recorded in Book 968 at Page 182; oil and gas lease recorded in Book 862 at Page 679; reservations of all oil, gas and other minerals recorded in Book 814 at Page 265; easement and right of way for electric transmission line and access recorded in Book 666 at Page 210; terms, conditions, provisions, obligations, easements and rights of way contained in instruments recorded in Book 641 at Page 836, non-exclusive road easement recorded in Book 672 at Page 761, amendment recorded in Book 677 at Page 56 and grant of easement recorded in Book 694 at Page 740; terms, conditions, provisions, easements and rights of way of lease of easement and right of way recorded in Book 336 at Page 188; easements, rights of way, terms and conditions of easement agreement recorded in Book 980 at Page 839; and 1998 general taxes due in 1999.

Signed this 20<sup>th</sup> day of April, 1998.

GRASS MESA RANCH, a Colorado joint venture

By: Richard E. Rudolph  
Richard E. Rudolph



STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 1998, by Richard E. Rudolph.

Witness my hand and official seal.

My Commission expires: 1-19-2001

(SEAL)

Donna Leathers-T-Baird  
Notary Public

Gw 224007  
LAND TITLE

VICKI LEE GREEN & ASSOC.  
930 GRAND AVENUE  
GLENWOOD SPRINGS, CO 81601

4-

When Recorded Mail to:

US Recordings, Inc.  
2925 Country Drive  
St. Paul, MN 55117

75009349-2

Prepared By:

TONYA M. MARTINEZ

Record 2nd

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T007-610448  
[Escrow/Closing #]

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### DEED OF TRUST

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JANUARY 16, 2008, together with all Riders to this document.
- (B) "Borrower" is RYAN A MAY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is COUNTRYWIDE BANK, FSB  
Lender is a FED SVGS BANK organized and existing under the laws of THE UNITED STATES  
Lender's address is 1199 North Fairfax St. Ste.500, Alexandria, VA 22314

Lender is the beneficiary under this Security Instrument.  
(D) "Trustee" is the Public Trustee of GARFIELD County, Colorado.  
(E) "Note" means the promissory note signed by Borrower and dated JANUARY 16, 2008. The Note states that Borrower owes Lender TWO HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED NINETY FOUR and 00/100

Dollars (U.S. \$229,594.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2038.

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

COLORADO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Deed of Trust-CO  
2006-CO (05/07)(d)

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Form 3006 1/01



- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of GARFIELD ;  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: R00247341 which currently has the address of  
1120 CEDAR BREAKS RD, RIFLE  
[Street, City]  
Colorado 81650-8402 ("Property Address");  
[ZIP Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial

payment if the payment or partial payments are insufficient to bring the Loan current, Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this

Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.



9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by

this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

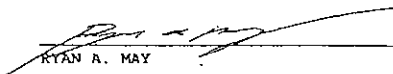
If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_  
RYAN A. MAY (Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower


STATE OF COLORADO,

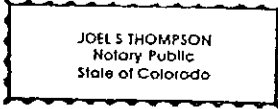
GARFIELD County ss:

The foregoing instrument was acknowledged before me this 18 day of JANUARY, 2008,  
by Ryan A. May

Witness my hand and official seal.

My Commission Expires: 12-11-2010

  
Notary Public



LEGAL DESCRIPTION:

THE FOLLOWING REAL PROPERTY:

TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN SECTION 21: SE 1/4 SE 1/4, ALSO KNOWN AS LOT 6A, GRASS MESE RANCH, COUNTY OF GARFIELD, STATE OF COLORADO.

WITH ALL ITS APPURTENANCES AND WARRANTS THE TITLE TO THE SAME, RESERVING TO THE GRANTOR ALL MINERAL RIGHTS, OIL, GAS, GEOTHERMAL RESOURCES AND THE LIKE, SUBJECT TO: RESERVATIONS CONTAINED IN UNITED STATES PATENT RECORDED IN BOOK 71 AT PAGE 548; RIGHT OF WAY FOR DITCHES OR CANALS AS RESERVED IN UNITED STATES PATENT RECORDED IN BOOK 71 AT PAGE 548; EASEMENTS AND RIGHT OF WAY RECORDED IN BOOK 322 AT PAGE 240; RESTRICTIVE COVENANTS AS CONTAINED IN INSTRUMENT RECORDED IN BOOK 628 AT PAGE 503, AS AMENDED IN

BOOK 924 AT PAGE 292 AND AS AMENDED RECORDED IN BOOK 951 AT PAGE 883; AMENDMENT RECORDED IN BOOK 958 AT PAGE 68 AND AMENDMENT RECORDED IN BOOK 968 AT PAGE 182; OIL AND GAS LEASE RECORDED IN BOOK 882 AT PAGE 879; RESERVATIONS OF ALL OIL, GAS AND OTHER MINERALS RECORDED IN BOOK 814 AT PAGE 265; EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINE AND ACCESS RECORDED IN BOOK 666 AT PAGE 210; TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND RIGHTS OF WAY CONTAINED IN INSTRUMENTS RECORDED IN BOOK 641 AT PAGE 836, NON-EXCLUSIVE ROAD EASEMENT RECORDED IN BOOK 672 AT PAGE 761, AMENDMENT RECORDED IN BOOK 677 AT PAGE 56 AND GRANT OF EASEMENT RECORDED IN BOOK 894 AT PAGE 740; TERMS, CONDITIONS PROVISIONS, EASEMENTS AND RIGHTS OF WAY OF LEASE OF EASEMENT AND RIGHT OF WY RECORDED IN BOOK 336 AT PAGE 178; EASEMENTS, RIGHT OF WAY, TERMS AND CONDITIONS OF EASEMENT AGREEMENT RECORDED IN BOOK 980 AT PAGE 839 AND 1998 GENERAL TAXES DUE IN 1999.

ADDRESS: 1120 CEDAR BREAKS RD.; RIFLE, CO 81650 TAX MAP OR PARCEL ID NO.: R247341



2134 1/28/2008 75009349/2

When Recorded Mail to:

US Recordings, Inc.  
2925 Country Drive  
St. Paul, MN 55117

75009349-2

Prepared By:  
TONYA M. MARTINEZ

Record 2nd [Space Above This Line For Recording Data]

T007-610446  
(Escrow/Closing #)

00018823961101008  
(Doc ID #)

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JANUARY 16, 2008, together with all Riders to this document.
- (B) "Borrower" is RYAN A MAY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is COUNTRYWIDE BANK, FSB  
 Lender is a FED SVGS BANK organized and existing under the laws of THE UNITED STATES  
 Lender's address is 1199 North Fairfax St. Ste.500, Alexandria, VA 22314

Lender is the beneficiary under this Security Instrument.  
 (D) "Trustee" is the Public Trustee of GARFIELD County, Colorado.  
 (E) "Note" means the promissory note signed by Borrower and dated JANUARY 16, 2008. The Note states that Borrower owes Lender TWO HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED NINETY FOUR and 00/100

Dollars (U.S. \$229,594.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2038.

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

COLORADO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Deed of Trust-CO  
2006-CO (05/07)(d)

Page 1 of 9

Form 3006 1/01



DOC ID #: 00018823961101008

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of GARFIELD :  
[Type of Recording Jurisdiction] (Name of Recording Jurisdiction)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: R00247341 which currently has the address of  
1120 CEDAR BREAKS RD, RIFLE  
[Street, City]  
Colorado 81650-8402 ("Property Address");  
[ZIP Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:**

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial



payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this

Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property. Insofar as such rights are applicable to the coverage of the Property, Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by

this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

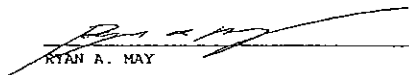
If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_  
RYAN A. MAY (Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

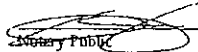
STATE OF COLORADO,

GARFIELD County ss:

The foregoing instrument was acknowledged before me this 18 day of JANUARY, 2008,  
by RYAN A. MAY

Witness my hand and official seal.

My Commission Expires: 12-11-2010

  
\_\_\_\_\_  
Notary Public

JOEL S THOMPSON  
Notary Public  
State of Colorado

LEGAL DESCRIPTION:

THE FOLLOWING REAL PROPERTY:

TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN SECTION 21: SE 1/4 SE 1/4, ALSO KNOWN AS LOT 6A, GRASS MESE RANCH, COUNTY OF GARFIELD, STATE OF COLORADO.

WITH ALL ITS APPURTENANCES AND WARRANTS THE TITLE TO THE SAME, RESERVING TO THE GRANTOR ALL MINERAL RIGHTS, OIL, GAS, GEOTHERMAL RESOURCES AND THE LIKE, SUBJECT TO: RESERVATIONS CONTAINED IN UNITED STATES PATENT RECORDED IN BOOK 71 AT PAGE 548; RIGHT OF WAY FOR DITCHES OR CANALS AS RESERVED IN UNITED STATES PATENT RECORDED IN BOOK 71 AT PAGE 548; EASEMENTS AND RIGHT OF WAY RECORDED IN BOOK 322 AT PAGE 240; RESTRICTIVE COVENANTS AS CONTAINED IN INSTRUMENT RECORDED IN BOOK 628 AT PAGE 503, AS AMENDED IN

BOOK 924 AT PAGE 292 AND AS AMENDED RECORDED IN BOOK 951 AT PAGE 883; AMENDMENT RECORDED IN BOOK 958 AT PAGE 68 AND AMENDMENT RECORDED IN BOOK 968 AT PAGE 182; OIL AND GAS LEASE RECORDED IN BOOK 882 AT PAGE 879; RESERVATIONS OF ALL OIL, GAS AND OTHER MINERALS RECORDED IN BOOK 814 AT PAGE 265; EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINE AND ACCESS RECORDED IN BOOK 666 AT PAGE 210; TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND RIGHTS OF WAY CONTAINED IN INSTRUMENTS RECORDED IN BOOK 641 AT PAGE 836, NON-EXCLUSIVE ROAD EASEMENT RECORDED IN BOOK 672 AT PAGE 761, AMENDMENT RECORDED IN BOOK 677 AT PAGE 56 AND GRANT OF EASEMENT RECORDED IN BOOK 894 AT PAGE 740; TERMS, CONDITIONS PROVISIONS, EASEMENTS AND RIGHTS OF WAY OF LEASE OF EASEMENT AND RIGHT OF WY RECORDED IN BOOK 336 AT PAGE 178; EASEMENTS, RIGHT OF WAY, TERMS AND CONDITIONS OF EASEMENT AGREEMENT RECORDED IN BOOK 980 AT PAGE 839 AND 1998 GENERAL TAXES DUE IN 1999.

ADDRESS: 1120 CEDAR BREAKS RD.; RIFLE, CO 81650 TAX MAP OR PARCEL ID NO.: R247341



\*068129653\*

2134 1/28/2008 75009349/2



208-1660

Reception #: 747452  
04/26/2008 09:33:51 PM Jean Alberico  
1 of 1 Rec Fee: \$6.00 Doc Fee: 0.00 GARFIELD COUNTY CO

Deed of Trust Returned to:  
RYAN A MAY,  
520 Birch Ct  
Rifle, CO 81650  
Prepared/Received by: Matthew Brockmeier

REQUEST FOR FULL  / PARTIAL   
RELEASE OF DEED OF TRUST AND RELEASE  
(BY OWNER OF INDEBTEDNESS WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO §38-39-102(3.5), C.R.S.)  
04/07/2008 RYAN A MAY  
Mortgage Electronic Registration Systems, Inc., as nominee for ALPINE BANK  
03/20/2003  
03/26/2003 GARFIELD  
Reception No. and/or Film No: 623597, Book: 1450, Page: 744  
County Repl. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

Date  
Original Grantor (Borrower)  
Original Beneficiary (Lender)  
Date of Deed of Trust  
Date of Recording and/or Re-Recording of Deed of Trust  
County of Recording  
of Recorded Deed of Trust

TO THE PUBLIC TRUSTEE OF GARFIELD COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in that Deed of Trust.)  
PLEASE EXECUTE AND RECORD A RELEASE OF THE ABOVE-DESCRIBED DEED OF TRUST. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: *AS DESCRIBED IN SAID DEED OF TRUST*  
Pursuant to §38-39-102(3.5), C.R.S., in support of this Request for Release of Deed of Trust, the undersigned, as the owner of the evidence of debt secured by the above-described Deed of Trust, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

- 1. The purpose of the Deed of Trust has been fully or partially satisfied.
- 2. The original evidence of debt is not being exhibited or produced herewith.
- 3. The owner of the evidence of debt agrees that it is obligated to indemnify the Public Trustee pursuant to §38-39-102(3.5)(a), C.R.S. for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release.
- 4. It is one of the entities described in §38-39-102(3.5)(b), C.R.S.  
Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation)  
2575 W. Chandler Blvd., MS: CHDLR-C-88, Chandler, AZ 85224

*Mirna Linares*  
Mirna Linares, Assistant Secretary

*DeWayne Vardaman*  
DeWayne Vardaman, Assistant Secretary

State of ARIZONA, County of MARICOPA  
On this 07 day of April, 2008, before me personally appeared Mirna Linares, and DeWayne Vardaman, to me known or proved to me by satisfactory evidence, who being by duly sworn, did depose and say, that they are the Assistant Secretary and Assistant Secretary of Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation), the corporation described in and which executed the foregoing instrument; and that they affixed their signature thereto by order of the board of directors of said corporation. Witness my hand and official seal.



*Seanae Moriarty*  
Notary Public: Seanae Moriarty  
Witness my hand and official seal

01/10/2010 Date Commission Expires  
\*If applicable, insert title of officer and name of correct owner and holder

RELEASE OF DEED OF TRUST

WHEREAS, the above referenced Grantor(s), by Deed of Trust, granted certain real property described in said Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current owner and holder of the said indebtedness;

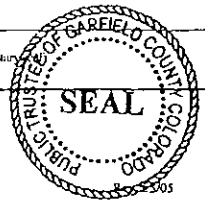
NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the above-referenced County, do hereby fully and absolutely release, cancel and forever discharge said Deed of Trust or that portion of the real property described above in said Deed of Trust, together with all privileges and appurtenances thereto belonging.

Executed on April 25, 2008  
by Georgia Chamberlain (PT seal)  
Public Trustee Garfield County, Colorado  
Notarization not required per §38-38-106 C.R.S.

*Georgia Chamberlain*  
Public Trustee  
Deputy Public Trustee  
If applicable: Name

(If applicable, Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.))

EXHIBIT C  
Deed of Trust  
Date Returned to: 04-15





Appraisal \* Title \* Settlement \* Default

290 Bilmar Drive Pittsburgh, PA 15205-2550

Phone:412.921.7400 \* Toll Free:800.753.3339 \* Fax:412.921.7447 \* Toll Free:800.252.1465 \* www.nreis.com

Transmitted: 10:43:11 01/30/2009

TITLE COMMITMENT

AGENT IN BEHALF OF:STEWART TITLE GUARANTY COMPANY

SCHEDULE A

- 1. Commitment No.: T008-005400  
Date Issued: 01/11/2008  
Date Effective: 12/31/2007
- 2. Policy to be issued: Loan  
Amount of Policy: \$229594.00  
Account No: IT5006  
Proposed Insured:  
CUSTOMER: Integrated Title Inc  
Integrated Title Inc  
ATTN: TONYA MARTINEZ  
JN:188239611

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title to the estate or interest in said land is at the effective date hereof VESTED IN:

GRANTEE:  
RYAN A. MAY

GRANTOR:  
GRASS MESA RANCH, A COLORADO JOINT VENTURE  
DEED DATED: 04/20/1998 RECORDED: 04/30/1998 VOLUME: 524423,  
, CONSIDERATION: \$.

4. LEGAL DESCRIPTION:

THE FOLLOWING REAL PROPERTY:

TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN SECTION 21: SE 1/4 SE 1/4, ALSO KNOWN AS LOT 6A, GRASS MESE RANCH, COUNTY OF GARFIELD, STATE OF COLORADO.

WITH ALL ITS APPURTENANCES AND WARRANTS THE TITLE TO THE SAME, RESERVING TO THE GRANTOR ALL MINERAL RIGHTS, OIL, GAS, GEOTHERMAL RESOURCES AND THE LIKE, SUBJECT TO: RESERVATIONS CONTAINED IN UNITED STATES PATENT RECORDED IN

BOOK 71 AT PAGE 548, <sup>(2)</sup> RIGHT OF WAY FOR DITCHES OR CANALS AS RESERVED IN UNITED STATES PATENT RECORDED IN BOOK 71 AT PAGE 548; EASEMENTS AND RIGHT OF WAY RECORDED IN BOOK 322 AT PAGE 240; RESTRICTIVE COVENANTS AS CONTAINED IN INSTRUMENT RECORDED IN BOOK 628 AT PAGE 503, AS AMENDED IN BOOK 924 AT PAGE 292 AND AS AMENDED RECORDED IN BOOK 951 AT PAGE 883; AMENDMENT RECORDED IN BOOK 958 AT PAGE 68 AND AMENDMENT RECORDED IN BOOK 968 AT PAGE 182; OIL AND GAS LEASE RECORDED IN BOOK 882 AT PAGE 879; RESERVATIONS OF ABL OIL, GAS AND OTHER MINERALS RECORDED IN BOOK 814 AT PAGE 265; EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINE AND ACCESS RECORDED IN BOOK 666 AT PAGE 210; TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND RIGHTS OF WAY CONTAINED IN INSTRUMENTS RECORDED IN BOOK 641 AT PAGE 836; NON-EXCLUSIVE ROAD EASEMENT RECORDED IN BOOK 672 AT PAGE 761; AMENDMENT RECORDED IN BOOK 677 AT PAGE 56 AND GRANT OF EASEMENT RECORDED IN BOOK 894 AT PAGE 740; TERMS, CONDITIONS PROVISIONS, EASEMENTS AND RIGHTS OF WAY OF LEASE OF EASEMENT AND RIGHT OF WY RECORDED IN BOOK 336 AT PAGE 178; EASEMENTS, RIGHT OF WAY, TERMS AND CONDITIONS OF EASEMENT AGREEMENT RECORDED IN BOOK 980 AT PAGE 839 AND 1998 GENERAL TAXES DUE IN 1999.

ADDRESS: 1120 CEDAR BREAKS RD.; RIFLE, CO 81650 TAX MAP OR PARCEL ID NO.: R247341

#### SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. INSTRUMENT(S) CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED, EXECUTED, DELIVERED AND FILED FOR RECORD.
2. PROOF POSITIVE THE CREDIT LINE OF MORTGAGE BOOK VOLUME: 628666 RECORDED: 06-04-03 IS CLOSED OR SATISFIED OF PUBLIC RECORD.
3. PROPERLY EXECUTED MORTGAGE FROM RYAN A. MAY, AND SPOUSE IF ANY TO COUNTRYWIDE.

#### SCHEDULE B - SECTION 2

The premises endorsed hereon are subject to the following items which together with items not removed in schedule B-1, will be excepted in the policy.

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED

INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

- 2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS .
- 3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- 4. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN IN THE PUBLIC RECORDS .
- 5. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS .
- 6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS .

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

\*\*\*\*\* TAXES \*\*\*\*\*

- 1. THE FOLLOWING TAX INFORMATION REFERS TO MAP NUMBER OR PARCEL ID R247341:

REAL ESTATE TAX FOR THE YEAR 2007 IN THE AMOUNT OF \$690.32 ARE PAID

PARCEL: 217721400461 .

ALL TAXES, LIENED OR UNLIENED, ARE SUBJECT TO PENALTY AND INTEREST AND SHOULD BE VERIFIED WITH LOCAL AUTHORITIES TO INSURE PROPER PAYOFF.

PLEASE CONTACT THE OR YOUR CUSTOMER FOR ALL PAID TAX RECEIPTS.

\*\*\*\*\* MORTGAGES \*\*\*\*\*

- 1. FROM: RYAN A. MAY  
 HOLDER: ALPINE BANK  
 DATED: 03/20/2003 RECORDED: 03/26/2003 MATURITY DATE: / /  
 VOL.: 1450 PAGE: 744  
 AMOUNT: \$192000.00 OPEN END: NO  
 ASSIGNED: NONE  
 COMMENT: INSTRUMENT NO.: 623597  
 TRUSTEE: THE PUBLIC TRUSTEE OF GARFIELD COUNTY, COLORADO.

- 2. FROM: RYAN A. MAY  
 HOLDER: ALPINE BANK  
 DATED: 04/30/2003 RECORDED: 06/04/2003 MATURITY DATE: / /  
 VOL.: 1477 PAGE: 102

AMOUNT: \$156616.00 OPEN ENDED AMOUNT: \$156616.00

ASSIGNED: NONE

COMMENT: INSTRUMENT NO.: 628666

TRUSTEE: THE PUBLIC TRUSTEE OF GARFIELD COUNTY, COLORADO

\*\*\*\*\* LIENS \*\*\*\*\*

NONE.

\*\*\*\*\* MISCELLANEOUS \*\*\*\*\*

NONE.

\*\*\*\*\* STANDARD OR SPECIAL EXCEPTIONS \*\*\*\*\*

- 1. NOTICE: PURSUANT TO CRS 10-11-122, NOTICE IS HEREBY GIVEN THAT:
  - (a) THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT
  - (b) A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
  - (c) INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER OF THE COUNTY ASSESSOR

- 2. NOTICE: TO COMPLY WITH THE PROVISIONS OF CRS 10-11-123, THE COMPANY MAKES THE FOLLOWING DISCLOSURE:
  - (a) THAT THERE IS RECORDED EVIDENCE THAT A MINERAL ESTATE HAS BEEN SEVERED, LEASED OR OTHERWISE CONVEYED FROM THE SURFACE, ESTATE AND THAT THERE IS A SUBSTANTIAL LIKELIHOOD THAT A THIRD PARTY HOLDS SOME OR ALL INTEREST IN OIL, GAS, OTHER MINERALS OR GEOTHERMAL ENERGY IN THE PROPERTY; AND
  - (b) THAT SUCH MINERAL ESTATE MAY INCLUDE THE RIGHT TO ENTER AND USE THE PROPERTY WITHOUT THE SURFACE OWNER'S PERMISSION.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

\*\*\*\*\*

YOUR PREMIUM FOR THIS SMSF POLICY IN THE AMT OF \$229594.00 IS \$239.10 FOR A TOTAL OF \$239.10.

PLEASE CALL NATIONAL REAL ESTATE INFORMATION SERVICES FOR AN UPDATED TITLE QUOTATION IF THE AMOUNT BEING FINANCED CHANGES OR ANY ENDORSEMENTS NEED TO BE INCLUDED.

-----END OF COMMITMENT-----

THIS COMMITMENT SERVES AS THE TRUE AND ACTUAL ORIGINAL

Received Time Jan.30. 9:47AM

PLEASE MAIL YOUR MORTGAGE INFORMATION FOR FILING TO:

REGULAR MAIL:

FOR OVERNIGHT EXPRESS:

EQUITY SERVICES, INC.  
110 NORTH RUBEY DRIVE  
STE 200  
GOLDEN CO 80403

EQUITY SERVICES, INC.  
110 NORTH RUBEY DRIVE  
STE 200  
GOLDEN CO 80403

YOU ARE THE REASON WE'RE HERE  
'THANK YOU!'

-----END OF TRANSMISSION-----

## TITLE INSURANCE COMMITMENT

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:  
The Provisions in Schedule A.  
The Requirements in Schedule B-1.  
The Exceptions in Schedule B-II.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

THIS COMMITMENT (substitute preliminary report or binder where appropriate) IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

IN WITNESS WHEREOF, the underwriter named herein has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these

Conditions and Stipulations.

.. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>





Road (the "Easement"). The Easement shall be used for the construction, improvement, maintenance, repair and replacement of a pipeline to be located underground in accordance with the provisions herein contained. In any construction, repair or replacement of the pipeline there shall exist a temporary license along and outside the boundaries of said Easement to pile debris, store materials or for other temporary purposes; provided however, when such construction, repair or replacement is completed any disturbed areas outside the boundaries of the Easement shall be promptly restored, to the fullest extent reasonably possible, to natural conditions existing prior to such construction, repair or replacement. When SOCO commences construction of the installation of the pipeline pursuant to this Easement Agreement, it agrees to complete such construction and restore the Grass Mesa Road to the condition required hereafter as soon as practical thereafter, subject to force majeure, recognizing that the Grass Mesa Road is used by others for ingress and egress to the Grass Mesa Project. In this respect, time shall be deemed of the essence. Upon completion of the installation of the pipeline under the Grass Mesa Road, SOCO shall, at its expense, immediately cause such road to be improved by its installation of a four-inch road base with a four-inch gravel topping.

2. Survey and Legal Description. SOCO shall, at its sole expense, immediately upon its execution of this Easement Agreement cause a registered land surveyor to provide a legal description of the centerline of the Grass Mesa Road. When such legal description has been prepared, a copy shall be delivered to Grass Mesa and after its approval of same it shall be attached to the original of this Easement Agreement and same shall be recorded in and among real estate records of Garfield County, Colorado. Prior to such legal description being prepared, this Easement Agreement shall not be recorded. Once such legal description has been obtained and prepared and this Easement Agreement has been recorded, the Easement shall be deemed to consist of nonexclusive right for the location of the underground pipeline located fifteen feet on either side of such center line, together with the license granted in paragraph one (1) above.

3. Above Ground Appurtenances. In the event SOCO wishes to have any above ground equipment associated with the Pipeline located in the Easement, it shall first obtain the written consent of Grass Mesa whose consent may be unreasonably withheld.

4. Termination of Easement Agreement. If at any time SOCO ceases to use the pipeline for a period in excess of one year, except for those times when such nonuse is caused by acts or circumstances beyond the control of SOCO, SOCO agrees to, at the request of Grass Mesa, to execute an agreement canceling the Easement and rendering this Easement Agreement null and void.

5. Consideration. The total distance of the Easement is approximately 4.5 miles. As and for a consideration for the Easement herein granted SOCO agrees to pay to Grass Mesa the sum of \$52,078.22 which sum shall be paid simultaneously with the execution of this Easement Agreement.

~~6. Dependency on Option and Approvals.~~

~~(a) Simultaneously with the execution of this Easement Agreement SOCO is entering into an option (the "Option") with an entity related to Grass Mesa, the Grass Mesa Ranch a Colorado joint venture. The Option involves the purchase by SOCO of certain real property which~~

Return to:  
SNYDER OIL CORPORATION  
400 7th St. South  
Suite 1000

2

INITIAL

INITIAL ROA Pf

~~is part of the Grass Mesa Property. Until such time as SOCO exercises its rights pursuant to the Option and consummates the transaction contemplated thereby it shall not be entitled to exercise any of its rights in connection with the Easement granted pursuant to this Easement Agreement. It is the intention of the parties that in the event the Option is not exercised, or if exercised, if the transaction contemplated thereby is not consummated, that the rights pursuant to this Easement Agreement shall be null and void and of no further force or effect. Should SOCO fail to exercise the Option, or if exercised should it fail to consummate the transaction contemplated thereby, the consideration paid pursuant to paragraph 5 above shall be deemed earned by Grass Mesa and shall not be refundable to SOCO.~~

(b) Before SOCO exercises any rights pursuant to this Easement Agreement it shall, at its sole cost and expense obtain all necessary governmental approvals. The failure to obtain any such approvals shall not entitle it to the return of any of the consideration paid pursuant to paragraph five (5) above.

7. Miscellaneous.

(a) This Easement Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any litigation arising out of this Easement Agreement including the enforcement of any or the terms or conditions hereof, the prevailing party shall also be entitled to recover reasonable attorney fees and costs incurred.

(b) The parties agree to perform such further acts and execute and deliver such further agreements or other documents as may reasonably necessary to effectuate and carry out the provisions of this Easement Agreement.

(c) All the provisions of this Easement Agreement, including the benefits and burdens created thereby, shall run with the land and be binding upon all persons who hereafter acquire any interest in the Easement whether as an owner, renter, trust deed or mortgage beneficiary, or otherwise. All provisions of this Easement Agreement inure to the benefit of and be binding upon the parties hereto, their heirs, successors, devisees, assigns and personal representatives.

(d) This Easement Agreement constitutes the entire understanding and Easement Agreement between the parties relating to the subject matter hereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Easement Agreement.

(e) As to the Easement granted herein, each party reserves the right to use and enjoy the property burdened by such easements, including the land beneath and the airspace above, for all purposes and uses which do not unreasonably interfere with such Easement.

(f) SOCO agrees to indemnify Grass Mesa and any owners, as they may from time to time exist of any property located within the Grass Mesa Project, their agents, directors,

Return to:  
SNYDER OIL CORPORATION 3  
400 7th St. South  
Suite 1200  
Rifle, Colorado 81650

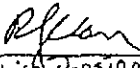
shareholders and assigns to the full extent allowed by law from any claim, damage, cause of action or judgment of any nature whatsoever which may result or occur as a result of SOCO's use of the rights granted to it pursuant to this Easement Agreement. In addition, SOCO agrees to be responsible for any erosion or erosion problems caused by the installation of the pipeline within the Easement and for any and all environmental damage of any nature whatsoever which may occur to the Grass Mesa Project by virtue of any leaks or spills of any materials running through the pipeline.

(g) In the event of any action for breach of, to enforce the provisions of, or otherwise involving this Easement Agreement, the Court in such action shall award a reasonable sum as attorney's fees to the party who, in light of the issues litigated and the Court's decision on those issues, was the prevailing party in the action.

IN WITNESS WHEREOF, the parties have agreed the day and year first written above.

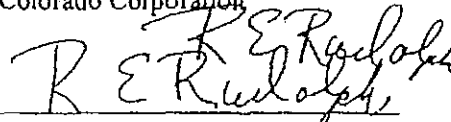
SOCO:

Snyder Oil Corporation,  
a Delaware Corporation

By:   
vice president

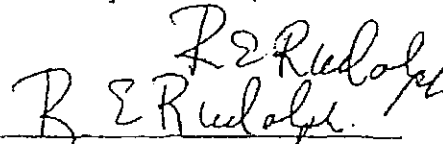
GRASS MESA:

Grass Mesa, Ltd.,  
a Colorado Corporation

By:   
Richard E. Rudolph, President

GRASS MESA

Grass Mesa Ranch,  
a Colorado joint venture,

By:   
Richard E. Rudolph, Managing Partner


Return to:  
SNYDER OIL CORPORATION <sup>4</sup>  
400 7th St. South  
Suite 1200  
Rifle, Colorado 81650

STATE OF DELAWARE )  
 )ss.  
COUNTY OF )

The foregoing Easement Agreement was acknowledged before me this 1<sup>st</sup> day of September, 1994 by ROBERT J. CLARK, Vice President of Snyder Oil Corporation., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires: Dec. 15, 1997

  
\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 )ss.  
COUNTY OF PITKIN )

The foregoing Easement Agreement was acknowledged before me this 1<sup>st</sup> day of September, 1994 by Richard E. Rudolph, President of Grass Mesa, Ltd., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires:

Sheila M. Babble/Notary Public  
Pitkin County Bank & Trust  
P.O. Box 3677, Aspen, CO 81612  
My Commission expires 10/17/96

  
\_\_\_\_\_  
Notary Public

Return to:  
SNYDER OIL CORPORATION  
400 7th St. South  
Suite 1200  
Rifle, Colorado 81650

STATE OF COLORADO )  
 ) ss.  
COUNTY OF PITKIN )

The foregoing Easement Agreement was acknowledged before me this 1st day of September, 1994 by Richard E. Rudolph, Managing Partner of Grass Mesa Ranch, a Colorado joint venture.

WITNESS my hand and official seal.

My commission expires:

Sheila M. Babbie/Notary Public  
Pitkin County Bank & Trust  
P.O. Box 3877, Aspen, CO 81612  
My Commission expires 10/17/98

*Sheila M. Babbie*  
Notary Public



c:\mj\lrv\lrv\d\SOCO-Ex Agr#94

Return to:  
SNYDER OIL CORPORATION  
1001 W. 9th St. South  
Suite 1200  
Aspen, Colorado 81650









C 207786

Book 322  
Page 241

EASEMENT

Robert C. Starberg  
Arlene M. Starberg

TO

PUBLIC SERVICE COMPANY  
OF COLORADO  
DENVER, COLORADO

STATE OF COLORADO  
County of Windsor

I hereby certify that this instrument was  
filed for record in my office at 9:05  
o'clock P.M. April 16, 1959  
and is duly recorded in book 282  
page 241

BY Robert C. Starberg  
Recorder

Mail to  
PUBLIC SERVICE COMPANY  
OF COLORADO  
700 14th St.  
Denver, Colorado

Attn: DAVID NEVIL THURMAN  
Exec. Repr. Div. 6, Div.  
2-50 pd

STATE OF COLORADO,  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ by \_\_\_\_\_

Witness my hand and official seal.

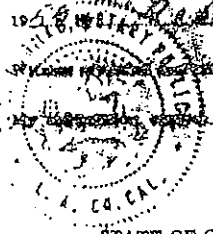
My commission expires \_\_\_\_\_

Notary Public

STATE OF California  
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 3d day of December 1958

Robert C. Starberg and Arlene M. Starberg  
My Commission Expires \_\_\_\_\_



F. G. Thomas  
Notary Public

STATE OF COLORADO  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ President and  
\_\_\_\_\_ as \_\_\_\_\_ Secretary of  
\_\_\_\_\_ a corporation

Witness my hand and official seal

Recorded at 11:19 o'clock A M. MAR 25 1985  
Reception No. 360447 FILED ALSO GREF, RECORDER Parcel No. SGJ-6  
GARFIELD COUNTY, COLORADO BOOK 603 PAGE 210  
EASEMENT

EASEMENT made this 18th day of March, 1985, between  
Grass Mesa Ranch, a Colorado joint venture  
of the County of Garfield, State of Colorado (hereinafter called "Grantor",  
whether one or more) and Colorado-Ute Electric Association, Inc., a Colorado corporation, having a  
principal office at 1845 S. Townsend Avenue, City of Montrose, County of Montrose, State of Colo-  
rado (hereinafter called "Colorado-Ute")

1. In consideration of the sum of One dollar and other valuable considerations  
dollars paid by Colorado-Ute to Grantor, the receipt of which is hereby acknowledged, and of the further  
agreements and considerations stated herein, Grantor hereby grants, bargains, sells, and conveys to  
Colorado-Ute and its successors and assigns forever, an easement and right-of-way for the construction,  
reconstruction, replacement, removal, upgrade, maintenance and operation of an electric transmission  
line consisting of poles or structures and appurtenances thereto, supporting one or more electric circuits,  
together with the right to repair or remove the same in whole or in part at any time, which right-of-  
way shall extend 75 feet on each side of the center line of the described real property as shown  
on the attached Exhibit A (plus such additional area as is necessary to properly guy angle and deadend  
structures, if any, located upon said right-of-way), situated in Garfield County, Colorado,  
and described as follows:

See Exhibit A-1

\*Said upgrade or alteration shall be limited to a line no larger  
than a single circuit 345-kv transmission line.

2. Grantor further grants to Colorado-Ute and its successors and assigns the right of ingress to  
and egress from the above described right-of-way by means of existing roads and lanes, if there is such,  
on Grantor's adjoining lands, or by such routes as shall be agreed upon by Grantor and Colorado-Ute,  
as shown on the attached Exhibit B. Grantor agrees to relocate any such road(s), provided that access to the  
right-of-way is satisfactory to Colorado-Ute, as determined.

3. Colorado-Ute shall have the right to trim and to cut down and clear away any and all trees,  
brush, and shrubbery either on or off the right-of-way which now or hereafter in the opinion of Colo-  
rado-Ute may interfere with the safe operation and maintenance of the line or other equipment. Any  
and all trees cut and removed hereunder which are valuable for timber or wood shall remain the property  
of Grantor. All tops, lops, brush, and refuse wood shall be burned, chipped, scattered or removed by  
Colorado-Ute.

4. Colorado-Ute shall have the right to install, maintain, and use gates in all fences which now or  
hereafter cross the right-of-way.

5. Grantor shall have the right to use the right-of-way for any purposes which will not, by the  
written determination of Colorado-Ute or its assigns, constitute a hazard to life or limb, or interfere  
with Colorado-Ute's full utilization of the rights hereby granted. By way of example (and not as a  
limitation), unless written permission is granted, Grantor shall not erect or construct any building or  
other structure (including mobile homes or travel trailers), or store flammable or explosive materials, or  
conduct fueling operations, or construct, install or operate above ground mechanical irrigation facilities  
which could make an electrical contact with the conductors, or drill wells or conduct mining operations,  
or appreciably alter the grade of the ground surface, within the right-of-way. Colorado-Ute shall not  
unreasonably withhold such permission.

6. Grantor agrees that all poles or towers, wires, and other facilities installed on the right-of-way  
at Colorado-Ute's expense shall remain the property of Colorado-Ute, removable at the option of  
Colorado-Ute, or its successors and assigns, and further agrees to the joint use or occupancy of the line  
by any other person, association, or corporation for electrification or telephone purposes.

BOX 666 FIG-211

Colorado-Ute shall use due care and diligence in the exercise of the rights and privileges granted herein, to avoid damage to crops, livestock, fences, irrigation systems or other improvements or personal property within the right-of-way, including any access road(s). If any such damage occurs, and is caused by Colorado-Ute during the exercise of such rights and privileges, Colorado-Ute will compensate, or cause compensation to Grantor, or will repair such damage.

8. In the event the transmission line is removed and the right-of-way is permanently abandoned, this easement shall be terminated by a quit claim deed from Colorado-Ute, or its successors and assigns, to Grantor(s), their heirs or assigns.

9. Grantor(s) warrant that they are the owners of the above-described lands and that the said lands are free and clear of all liens and encumbrances, except those held by the following persons:

10. This easement agreement shall be binding upon the heirs, successors and assigns of Grantor and the successors and assigns of Colorado-Ute.

IN WITNESS WHEREOF, the undersigned Grantor(s) have set their hands this 18th day of March, 19 85.

(Please type or print name below signature)

GRASS MESA RANCH, a Colorado joint venture

By:

*Richard E. Rudolph*

Richard E. Rudolph

(Note: Use acknowledgment Form A for individuals, husband and wife, partnerships; use Form B for corporations)

FORM A

ACKNOWLEDGEMENT

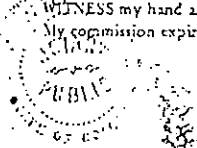
STATE OF COLORADO )

ss.

COUNTY OF PITKIN )

The foregoing instrument was acknowledged before me this 18th day of March 19 85 by Richard E. Rudolph

WITNESS my hand and official seal. My commission expires AUGUST 10, 1986



*Richard E. Rudolph*  
Notary Public  
P.O. Box 1568, Aspen, CO 81612  
Address

FORM B

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO )

ss.

COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_ 19 \_\_, by \_\_\_ President, and \_\_\_ Secretary, of \_\_\_

WITNESS my hand and official seal. My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Address

COLORADO-UTE ELECTRIC ASSOCIATION INC.  
PARCELS RGJ-6  
Legal Description

BOOK 666 PAGE 212

Rifle-San Juan 345 kV  
Transmission Line

Owner: Grass Mesa Ranch

A strip of land 150 feet wide over a portion of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 21, Township 6 South, Range 93 West of the 6th Principal Meridian, Garfield County, Colorado, the centerline of which is described as follows:

Commencing at the Southwest Corner of said Section 22; thence N 01 $^{\circ}$ 26'53" E, 1317.86 feet to the Northwest Corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22; thence S 89 $^{\circ}$ 28'48" E along the North line of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22 a distance of 961.08 feet to the point of beginning, said point being at right angles to and 125 feet Southerly of the existing Camo Hopkins Ranch 230 kV transmission line; thence S 72 $^{\circ}$ 55'57" W, parallel with said transmission line, 4034.60 feet to the South line of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 21 and the point of ending, said point being S 89 $^{\circ}$ 36'39" W, 221.53 feet from the SW Corner of said Section 21.

The sidelines to be prolonged or shortened to begin on the North line of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22 and end on the South line of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 21.

Said strip contains 13.89 acres more or less.

Bearings are based on the Colorado Coordinate System, Central Zone.

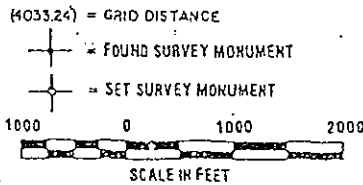
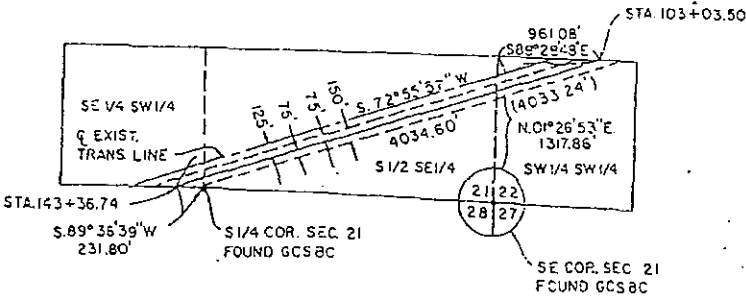
I certify that this survey was performed by me or under my direct responsibility and supervision and is true and correct to the best of my knowledge and belief.

*Bruce Antcliff* 2-17-34  
Bruce Antcliff  
L.S. #18253



Exhibit A-1

GRASS MESA RANCH  
 S 1/2 SE 1/4, SE 1/4 SW 1/4, SECTION 21  
 SW 1/4 SW 1/4, SECTION 22 T. 6S., R. 93W. 6th PM



BEARINGS ARE BASED UPON THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

DRAWN BY	JLR	CHECKED BY	B. A.	DATE	02-14-84	SCALE	1" = 1000'
				TITLE R.O.W. PLAT RIFLE - SAN JUAN 345 kV Transmission Line			
JOB NO. 66-0751-110 PREPARED UNDER RESPONSIBLE SUPERVISOR OF BRUCE ANTCLIFF AT THE OFFICES OF COMMONWEALTH ASSOC., INC. ENGLEWOOD, COLORADO		PARCEL NO. RGJ 6 REV.		DWHEA COLORADO-UTE ELECTRIC ASSOC., INC. MONTROSE, COLORADO			

EXHIBIT "A"

Exhibit B

Legal Description  
Access Road

BOOK 666 PAGE 214

That portion of a strip of land 20 feet wide over a part of Sections 21, 22, 23, 25, 27, 28, 33 and 34, Township 6 South, Range 93 West of the 6th Principal Meridian, Garfield County, Colorado, bounded by that parcel of land known as Grass Mesa Ranch; the centerline of said strip being described as follows:

Beginning on the Westerly edge of an existing road, said point being N 75°41'07" E a distance of 4043.64 feet from the Southeast Corner of said Section 22, thence approximately along the centerline of an existing road, the following sixty-seven (67) courses, curves and distances, 1) N 75°00'10" W, 337.00 feet; 2) thence S 64°45'35" W, 731.29 feet; 3) thence S 52°47'24" W, 247.31 feet; 4) thence N 65°06'11" W, 564.78 feet; 5) thence S 44°56'48" W, 324.44 feet; 6, thence S 33°49'51" W, 331.93 feet; 7) thence S 06°08'54" W, 453.48 feet; 8) thence S 41°23'05" W, 713.37 feet; 9) thence S 17°23'34" W, 132.17 feet; 10) thence S 32°06'34" W, 329.89 feet; 11) thence S 13°59'04" E, 180.97 feet; 12) thence S 51°15'29" E, 145.42 feet to a point of curvature; 13) thence along a curve to the right having a central angle of 62°47'21" and a radius of 165.06 feet, an arc length of 160.93 feet to the point of tangency; 14) thence S 11°31'52" W, 119.93 feet to a point of curvature; 15) thence along a curve to the right having a central angle of 98°02'46" and a radius of 150.05 feet, an arc length of 256.77 feet to the point of tangency; 16) thence N 70°25'22" W, 175.59 feet; 17) thence S 45°42'37" W, 150.33 feet; 18) thence S 52°01'05" W, 375.32 feet; 19) thence S 02°53'32" W, 169.11 feet; 20) thence S 68°32'54" W, 100.43 feet to a point of curvature; 21) thence along a curve to the left having a central angle of 66°52'24" and a radius of 125.02 feet, an arc length of 145.99 feet to the point of tangency; 22) thence S 01°29'30" W, 115.22 feet to a point of curvature; 23) thence along a curve to the right having a central angle of 79° 36'56" and a radius of 60.02 feet; an arc length of 83.40 feet to the point of tangency; 24) thence S 81°16'26" W, 183.65 feet; 25) thence S 59°23'39" W, 169.02 feet; 26) thence S 74°50'46" W, 129.99 feet; 27) thence S 54°16'30" W, 152.42 feet; 28) thence S 31°44'06" W, 440.50 feet to a point of curvature; 29) thence along a curve

to the right having a central angle of  $15047'45''$  and a radius of 1100.37 feet, an arc length of 303.36 feet to the point of tangency; 30) thence S  $47031'52''$  W, 304.54 feet; 31) thence S  $35012'59''$  W, 253.03 feet to a point of curvature; 32) thence along a curve to the left having a central angle of  $56038'40''$  and a radius of 500.17 feet, an arc length of 494.48 feet to the point of tangency; 33) thence S  $21025'42''$  E, 145.80 feet; 34) thence S  $30010'17''$  E, 510.32 feet; 35) thence S  $25024'13''$  E, 527.52 feet to a point of curvature; 36) thence along a curve to the right having a central angle of  $111017'21''$  and a radius of 80.03 feet, an arc length of 174.87 feet to the point of tangency; 37) thence S  $85053'08''$  W, 260.02 feet; 38) thence S  $60014'52''$  W, 364.93 feet to a point of curvature; 39) thence along a curve to the right having a central angle of  $101053'58''$  and a radius of 95.03 feet, an arc length of 169.00 feet to the point of tangency; 40) thence N  $17051'10''$  W, 218.85 feet; 41) thence N  $67039'56''$  W, 121.44 feet; 42) thence S  $52016'25''$  W, 183.59 feet; 43) thence N  $57041'26''$  W, 314.36 feet; 44) thence N  $65050'47''$  W, 682.31 feet; 45) thence S  $07010'07''$  W, 773.78 feet; 46) thence S  $07049'31''$  W, 1497.40 feet to a point of curvature; 47) thence along a curve to the left having a central angle of  $60017'57''$  and a radius of 175.06 feet, an arc length of 184.23 feet to the point of tangency; 48) thence S  $27031'35''$  W, 211.70 feet; 49) thence S  $57008'36''$  W, 301.31 feet to a point of curvature; 50) thence along a curve to the right having a central angle of  $55045'32''$  and a radius of 95.03 feet, an arc length of 92.48 feet to the point of tangency; 51) thence N  $67005'52''$  W, 42.48 feet to a point of curvature; 52) thence along a curve to the right having a central angle of  $70024'09''$  and a radius of 70.02 feet, an arc length of 86.04 feet to a point of tangency; 53) thence N  $03018'17''$  E, 519.83 feet; 54) thence N  $11001'49''$  W, 217.42 feet; 55) thence N  $02038'49''$  E, 196.20 feet; 56) thence N  $17004'01''$  E, 442.94 feet; 57) thence N  $07049'58''$  E, 199.28 feet; 58) thence N  $22004'42''$  E, 264.55 feet; 59) thence N  $33017'41''$  E, 179.01 feet; 60) thence N  $13016'56''$  E, 168.39 feet; 61) thence N  $22038'17''$  E, 169.15 feet to a point of curvature; 62) thence along a curve to the left having a central angle of  $23030'43''$  and a radius of 360.12 feet, an arc length of 147.79 feet to the point of tangency; 63) thence N  $00052'31''$  W, 131.33 feet; 64) thence N  $09038'16''$  E, 129.87 feet to a point



of curvature; 65) thence along a curve to the left having a central angle of 63°25'10" and a radius of 90.03 feet, an arc length of 99.65 feet to the point of tangency; 66) thence N 53°46'54" W, 151.51 feet; 67) thence N 23°59'02" W, 168.89 feet to a point on the West line of said Section 27, thence leaving said existing road, N 00°22'30" W, along said West line, 91.99 feet to the W<sub>1</sub> corner of said Section 27; thence continuing along said West line N 01°42'56" E, 2653.63 feet to the NW corner of said Section 27; thence N 87°37'10" W, 1316.67 feet to the SW corner of the SE<sub>1</sub> of the SE<sub>1</sub> of said Section 21; thence N 01°32'34" E, along the West line of said SE<sub>1</sub> of the SE<sub>1</sub> of Section 21, 453.61 feet to the Southerly line of the proposed Rifle/San Juan 345 kV transmission line easement and the point of ending.

Said strip contains 7.20 acres, more or less:

Together with a 20 foot wide strip across said Sections 22 and 27, the centerline being is described as follows:

Beginning at a point on the Southerly edge of an existing road said point being N 35°31'07" W, a distance of 3402.49 feet from the Southeast corner of said Section 22; approximately along the centerline of an existing road, the following seven (7) courses and distances; 1) S 27°33'27" W, 428.45 feet; 2) thence S 21°04'54" W, 88.63 feet; 3) thence S 00°57'59" E, 103.70 feet; 4) thence S 11°13'16" W, 164.61 feet; 5) thence S 32°08'16" W, 110.30 feet; 6) thence S 06°19'00" W, 236.00 feet; 7) thence S 13°58'34" W, 158.12 feet; thence leaving said existing road; S 15°30'10" W, 192.43 feet; thence S 24°13'02" W, 112.23 feet; thence S 07°04'08" W, 103.44 feet; thence S 23°37'39" W, 267.19 feet; thence S 12°29'38" W, 340.33 feet; thence S 40°12'34" W, 222.72 feet; thence S 12°14'06" W, 136.44 feet; thence S 22°40'50" E, 374.44; thence S 67°15'45" W, 37.62 feet; thence S 50°36'37" W, 176.23 feet; thence S 65°05'23" W, 102.35 feet; thence N 05°53'31" E, 494.84 feet thence N 25°35'57" E, 129.60 feet; thence N 18°02'05" E, 71.21 feet; thence N 27°46'11" E, 136.48 feet; thence N 10°31'49" E, 226.12 feet; thence N 06°05'03" W, 110.30 feet; thence N 20°30'27" E, 90.41 feet; thence N 11°35'37" E, 284.99 feet; thence N 02°31'23" W, 218.01 feet; thence N 23°13'34" W, 122.03 feet; thence N 31°43'51" W, 77.76 feet; thence N 09°40'30" W, 197.11 feet to the Southerly line of the proposed Rifle/San

Juan 345 kV transmission line easement and the point of ending, said point being N 56°13'57" E a distance of 3018.65 feet from the Southwest corner of said Section 22.

Said strip contains 2.54 acres, more or less.

Together with a 20 foot wide strip across said Sections 33 and 34, the centerline being described as follows:

Beginning at a point on above described existing road, said point being on the East line of said Section 33, S 00°44'34" W a distance of 474.12 feet from the Northeast Corner of said Section 33; thence along said East line S 00°44'34" W a distance of 4709.12 feet to a point 10 feet north of the Southeast Corner of said Section 33; thence N 83°55'07" W parallel with the South line of the SE $\frac{1}{4}$  of said Section 33 a distance of 2663.33 feet to the N-S  $\frac{1}{4}$  line of Section 33; thence N 89°09'41" W parallel with the South line of the SW $\frac{1}{4}$  of said Section 33 a distance of 1319.41 feet to the West line of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 33 and the point of ending, said point being S 89°09'41" E, 1319.10 feet and N 1°22'43" E, 10.00 feet from the Southwest corner of said Section 33.

Said strip contains 4.03 acres, more or less.

Together with two 20 foot wide strips across part of Lot 2, Section 4, Township 7 South, Range 93 West of the 6th Principal Meridian, Garfield County, Colorado, the centerline of which is described as follows:

Beginning at a point on the North line of Lot 2, said point being S 29°02'41" E, 403.35 feet from the NW corner of said Section 4; thence S 43°42'18" W, 53.11 feet; thence S 56°08'05" W, 35.15 feet; thence S 45°36'27" W, 34.73 feet; thence S 41°40'31" W, 18.48 to a point "A"; thence S 34°53'56" W, 54.04 feet; thence S 38°29'16" W, 66.95 feet; thence S 45°25'40" W, 66.99 feet; thence S 52°34'10" W, 55.43 feet; thence

S 13°52'22" E, 75.45 feet to the south line of said Lot 2 and the point of ending, said point being S 01°58'28" E, 350.99 feet and S 85°02'00" E, 141.80 feet from the NW corner of said Section 4.

Also, beginning at above described point "A"; thence northwesterly along a curve concave to the southwest, having a radius of 45.43 feet and a delta of 93°24'00", a distance of 75.77 feet to the point of tangency; thence N 58°30'04" W, 22.72 feet; thence N 49°10'56" W, 30.41 feet to the north-line of Lot 2 and the point of ending, said point being S 89°09'41" E, 243.68 feet from the NW corner of Section 4.

Said two strips contain 0.27 acres, more or less.

Bearings are based on the Colorado Coordinate System, Central Zone; dimensions were derived photogrammetrically.

I certify that this survey was performed by me or under my direct responsibility and supervision and is true and correct to the best of my knowledge and belief.

Bruce Antcliff 3-13-85  
Bruce Antcliff  
L.S. #18253



BOOK 666 PAGE 219

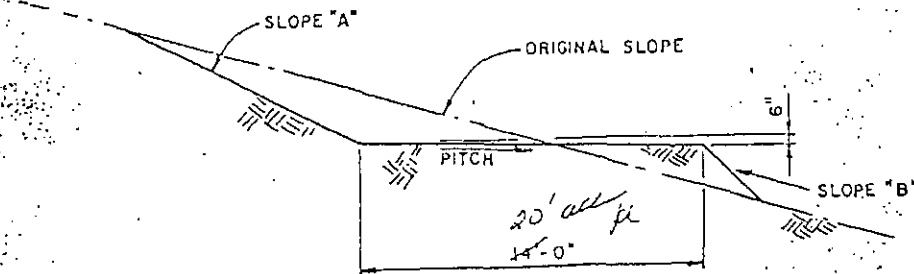
SLOPE "A" = 1:2 (V/H) MIN.

SLOPE "D" = 1:1.5 (V/H) MIN.

FOR UNIT TAR 1B

SLOPE "A" = VERTICAL

SLOPE "B" = 1:1 (V/H)



UNITS EAR 1B, NAR 1B, TAR 1B

ACCESS ROAD - SIDE HILL CONSTRUCTION

COLORADO-UTE ELECTRIC ASSOC
MONTROSE, COLORADO
RIFLE - SAN JUAN
345KV TRANSMISSION
ACCESS ROAD - SIDE HILL

DECLARATION OF EASEMENTS, RESTRICTIONS  
AND COVENANTS FOR  
GRASS MESA RANCH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GRASS MESA LTD. AND GRASS MESA JOINT VENTURE, (hereinafter collectively referred to as the "Declarant") are the owners of that real property located in Garfield County, Colorado and described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant desires to sell and convey portions of said property in Lots of not less than thirty-five (35) acres each and desires that all of said real property be subject to easements, restrictions, covenants and conditions (hereinafter collectively referred to as "covenants") as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants which are for the purpose of protecting the value and desirability of said property, and which shall run with the land and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, to-wit:

ARTICLE I  
DEFINITIONS

1. Association: "Association" means the Grass Mesa Homeowners Association, a Colorado non-profit corporation, its successors and assigns.
2. Declaration: "Declaration" means this document and any and all amendments and supplements thereto, if any.
3. Lot: "Lot" means and refers to any parcel, tract or plot of land, however designated, located within the properties and designated by Declarant for separate fee simple ownership each of which contain thirty-five (35) acres or more.
4. Owner: "Owner" means and refers to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties.
5. Properties: "Properties" means and refers to that certain real property hereinabove described.

ARTICLE II  
ASSOCIATION  
MEMBERSHIP AND VOTING RIGHTS

1. Membership: Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and such membership shall be transferred automatically by the transfer (in whatsoever form) of such Lot. No person or entity other than an owner may be a member of the Association.
2. Voting: The members of the Association shall have such voting rights in the election of Directors and on other matters requiring the vote of members as provided in the Articles of Incorporation and By-Laws of the Association.

In the event any Lot is owned by two or more persons, whether by joint tenancy, tenancy in common or otherwise, the membership as to such Lot shall be joined, and a single membership for such Lot shall be issued in the names of all owners, and they shall designate to the Association, in writing at the time of issuance, one person who shall hold the membership and have the power to vote said membership. In the

absence of such designation, the Board of Directors of the Association may designate one of the owners as the voting member. Owners of more than one Lot shall have one membership in the Association for each Lot owned.

3. Duties and Responsibilities of the Association; Declarant has caused the Association to be incorporated as a Colorado non-profit corporation. The Association shall have the following duties, rights and powers:

- (a) To promulgate and from time to time supplement and amend reasonable rules and regulations governing the use of the Association's roads, common easements and water rights, which rules and regulations shall be consistent with the rights and duties established in this Declaration.
- (b) To own and maintain certain water rights and the ditches and ditch rights appurtenant thereto.
- (c) To levy and make assessments, for expenses and liabilities which may be incurred by the Association in furtherance of its purposes under or by reason of this Declaration, its Articles of Incorporation or By-Laws.
- (d) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from the owners for violation of the covenants contained herein or the Rules and Regulations as promulgated hereunder.
- (e) To employ counsel, attorneys, and auditors in connection with legal matters of the Association and audit of its books and records, which audits shall be available to owners for inspection.
- (f) To exercise any right or privilege given it expressly by this declaration or by law, and every other right, privilege, and power reasonably to be implied from the existence of any right or privilege given it herein or by its Articles of Incorporation or By-Laws or reasonably necessary to to effectuate its function and purposes.

#### ARTICLE III ASSESSMENTS

1. Levy of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such annual and special assessments as the Association shall levy from time to time in accordance with its Articles of Incorporation and By-Laws.

2. Lien. Association assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Any such lien may be enforced by foreclosure commenced by action of the Association in like manner as a mortgage on real property. In any such foreclosure, the owner of the subject Lot shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees. The Association shall also be vested with the right and power, in its own name, to take and prosecute all suits which may be necessary or advisable for the collection of delinquent assessments.

#### ARTICLE IV USE RESTRICTIONS

1. Residential Use. No Lot shall be used except for residential

purposes and only one detached, single family dwelling, not to exceed three stories in height shall be erected, altered, placed or permitted to remain on any Lot; provided that a private garage, private guest house, private stable or barn or other non-residential outbuildings may be constructed on a Lot. No part of the properties shall be occupied or used for any commercial or business purpose, except for a home occupation or profession conducted entirely within a building by the owners thereof, provided such use is clearly incidental and secondary to the use of said property for residential purposes. No display, stock in trade, signs or other external advertising of any such home occupation or profession shall be permitted. Any provision herein to the contrary notwithstanding, crops and other agricultural produce, produced on any Lot may be sold from such Lot.

2. Temporary Structure. No structure of a temporary nature such as a tent, travel trailer, garage, barn, or other outbuilding or basement shall be used upon any Lot as a residence, either temporarily or permanently; provided, however, a temporary structure shall be permitted on a Lot during construction of a permanent residence thereon for a period not to exceed one year. Such temporary structures may otherwise be maintained for residential purposes on any Lot during non-construction periods for a period not to exceed sixty (60) days.

3. Mobile Homes. Mobile Homes may be placed and maintained upon any Lot for a period not to exceed two (2) years provided that any such mobile home is skirted and has received all required County and other governmental approvals. Any such mobile home may thereafter be maintained permanently on any Lot provided it is sided, has a pitched roof, is placed upon a permanent foundation and is approved by the Declarant or the Architectural Committee pursuant to paragraph 6 below.

4. Animals. Household pets, horses, cattle, sheep, goats, pigs, rabbits, poultry and other farm animals may be kept upon any Lot subject to the following limitations:

- (a) All such animals shall be properly maintained in pens, fences or other appropriate enclosures or shall otherwise be under control at all times; and
- (b) No animals shall be permitted to create a nuisance or annoyance within the Properties; and
- (c) No animals shall be kept for feedlot or other similar commercial purposes, but may be kept for commercial breeding purposes; and
- (d) The farm animals kept on any Lot shall be of a number which will not deplete the natural vegetation or otherwise "overgraze" such Lot and it shall be presumed for this purpose that a total of ten (10) head of horses, cattle, sheep, pig, goats or other similar animals, or any combination thereof, shall be the maximum total number of such livestock permitted on any Lot.

5. Completion of Structures and Improvements. Construction or installation of any structure or improvement on any Lot shall proceed promptly and diligently upon commencement thereof. Failure to complete any structure or improvement within one (1) year after the date the same is commenced shall constitute a violation of this covenant which may be enforced by an affirmative injunction requiring the removal of the partially constructed or installed structure. Such one year time period may be extended under unusual circumstances in the discretion and with the written approval of the Declarant or the Architectural Committee.

6. Architectural Control. No building shall be placed, erected or altered on any Lot until the construction plans and specifications for such building, showing the location for the proposed construction upon a Lot, have been approved by the Declarant or by such Architectural Committee as may be appointed by the Declarant or by the Board of Directors of the Association. In the event the Declarant or the

Architectural Committee, as applicable, shall fail to approve or disapprove such plans and specifications within twenty (20) days after said plans and specifications have been submitted to it, approval will not be required and this covenant shall be deemed to have been fully complied with. The Declarant or the Architectural Committee shall exercise its best judgment to the end that all buildings or improvements constructed within the properties shall conform to minimum guidelines as established by the Declarant or the Architectural Committee from time to time, for the purpose of preserving the values of the Lots within the Properties; provided, however, the approval required by this covenant shall not be unreasonably withheld.

7. Signs. No Lot shall have one or more signs erected, placed, permitted, or maintained thereon which sign or signs have a total combined size of more than ten (10) square feet; except that the Declarant shall be permitted to use larger signs until all Lots within the properties are sold to the first owner thereof, other than Declarant.

8. Lot Maintenance. Each Lot shall be kept in a clean and sightly condition. No trash, litter, junk, or other wastes shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot or any public road.

9. Prohibition of Nuisance. No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners or occupants of any portion of the Properties.

10. Vehicles. Unlicensed or inoperable vehicles shall not be stored or maintained on the premises for a period in excess of fifteen (15) days, unless such vehicle is stored in a garage or is otherwise screened from view from all other Lots and from all commonly used roadways within the Properties.

11. Laws and Regulations. Nothing shall be done on or in connection with any Lot which is in violation of any applicable federal state or local law, regulation, or ordinance, including, but not limited to, building and zoning regulations.

12. Fencing. Fencing of any Lot shall be the responsibility of the owner thereof, shall be constructed and maintained in good condition sufficient to assure confinement of any animals kept on such Lot and shall be in accordance with standards established by the Declarant or the Architectural Committee.

13. Firearms. The discharge of firearms within the Properties shall be conducted in a manner which does not constitute a nuisance or annoyance to the owner or occupant of any portion of the Properties, shall be at the sole risk of the person carrying on such activity, and such person shall be absolutely liable for the consequences of such activity.

14. Setbacks. No building shall be constructed within twenty-five (25) feet of any Lot boundary line or established easement.

15. Subdivision. No Lot within the properties shall be subdivided into smaller Lots until Declarant has sold and conveyed sixty (60) Lots, or until January 1, 2000, whichever shall first occur, whereupon any Lot may be subdivided upon obtaining all necessary County and other governmental approval of such subdivision provided that no resulting Lot shall be less than ten (10) acres in size.

#### ARTICLE V EASEMENTS

1. Easements. Easements over and across the Lots are hereby reserved, as follows:

- (a) For roadway's, bridle paths and installation and maintenance of pipelines, an easement and right of way along and thirty



- (30) feet on either side of the centerline of the common roadways as the same are established and in place; and
- (b) For installation and maintenance of utilities including, but not limited to, pipelines, an easement and right of way ten (10) feet in width along and inside of the perimeter boundary of each Lot; and
- (c) For bridle paths as the same are reserved and established in the conveyance of certain Lots by the Declarant.

2. Bridle Paths. The side boundarys of the bridle path easements, as such easements are established by the Declarant, shall be fenced by the Lot owner adjoining such easement. Said bridle paths shall be maintained by the Association.

ARTICLE VI  
EXCESS WATER PURCHASE

In the event a water well constructed upon any Lot has a production of more than twelve (12) gallons per minute as reported on the pump installation report for such well, the Declarant shall have the option, within five (5) years following the completion of said well, to purchase the right to use the production of said well in excess of twelve (12) gallons per minute for and in consideration of the payment of Three Thousand Dollars (\$3,000.00) to the owner of said well. The option as herein provided must be exercised by the Declarant, in writing, during said five (5) year option period, which writing shall be accompanied by the Three Thousand Dollar (\$3,000.00) purchase price for said excess water. Declarant, or Declarant's successors or assigns, shall for a period of ninety-nine (99) years following the exercise of said option, be entitled to the use of the water produced from such well in excess of twelve (12) gallons per minute. Declarant, or Declarant's successors or assigns, shall pay any and all expenses related to the installation and maintenance of pipelines, storage and other facilities related to the transportation, storage and use of said excess water by Declarant or Declarant's successors or assigns. Declarant shall be entitled to transfer the use of said excess water to the Association or to the owner of any other Lot.

ARTICLE VII  
ENFORCEMENT

The Association, through its Board of Directors, or any owner of any property within the Properties shall have the right to enforce, by any proceeding at law or in equity, all covenants herein imposed. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforce such covenant or restriction thereafter. In addition to any other remedies otherwise available, the Board of Directors of the Association, or its designated representatives, may, upon violation or breach of any covenant herein, enter upon any property where such violation or breach exists and may abate or remove the thing or condition causing the breach, and the costs incurred in connection therewith shall be billed to and paid by the owner or owners violating or breaching these covenants. If the violating owner or owners fail, after demand, to pay such costs, then such costs shall become a lien upon the property of such owner or owners for the amount due and not paid, pursuant to the provisions of the Articles and By-Laws of the Association.

ARTICLE VIII  
MISCELLANEOUS

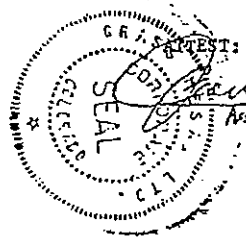
1. Severability. Each of the covenants herein contained shall be deemed independent and separate and the invalidation of any one shall not affect the validity and continuing effect of any other.

2. Amendment and Termination. Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20)

years from the date of recording this Declaration and this Declaration shall thereafter be automatically extended for successive periods of ten (10) years each. This Declaration may be amended or revoked by an instrument approved, in writing, by not less than seventy-five (75%) of the members of the Association. Such amendment or revocation shall be effective only when duly recorded in the records of Garfield County, Colorado.

In witness whereof, the undersigned have hereafter affixed their signatures this 7 day of JUNE, 1983.

GRASS MESA, LTD.  
BY: [Signature]  
President



[Signature]  
Asst. Secretary

GRASS MESA JOINT VENTURE  
BY: [Signature]  
Venturer

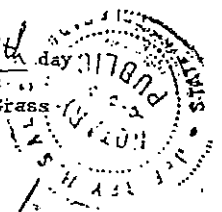
STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 1983, by Richard E. Rudolph, as President and Jean Billeg, as Secretary of Grass Mesa, Ltd., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 5-14-87

[Signature]  
Notary Public  
1201 North Mill  
Aspen, Colorado 81611  
Address



STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 1983, by Richard E. Rudolph, as Joint Venturer of the Grass Mesa Joint Venture, a Colorado joint venture.

Witness my hand and official seal.

My commission expires: 5-14-87

[Signature]  
Notary Public  
1201 North Mill  
Aspen, Colorado 81611  
Address

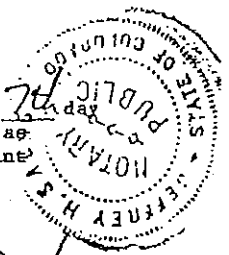


EXHIBIT A  
(Attached to Declaration of Easements, Restrictions and Covenants  
for Grass Mesa Ranch)

Grass Mesa Ranch includes a total of seventy-seven (77) lots  
located in Garfield County, Colorado, and described as follows:

Lot	Acreage	Description
1	40.01	NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 27 - T6S - R93W
1A	39.93	SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 22 - T6S - R93W
2	39.87	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 22 - T6S - R93W
2A	39.95	NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 27 - T6S - R93W
3	40.14	NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 27 - T6S - R93W
3A	40.02	SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 27 - T6S - R93W
4	39.95	SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 27 - T6S - R93W
4A	39.95	SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 27 - T6S - R93W
5	39.95	NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 27 - T6S - R93W
6	39.87	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 22 - T6S - R93W
6A	39.45	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
7	39.30	E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
8	39.30	W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
9	39.30	E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
10	39.30	W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 - T6S - R93W
11	39.45	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 21 - T6S - R93W
12	39.45	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 21 - T6S - R93W
13	39.45	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 21 - T6S - R93W
14	39.45	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 21 - T6S - R93W
15	39.95	W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 and W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 28 - T6S - R93W
16	39.95	E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21 and E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 28 - T6S - R93W
17	40.25	NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 28 - T6S - R93W
18	40.28	SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 28 - T6S - R93W
19	40.12	N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 and N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 28 - T6S - R93W
20	40.12	S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 and S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 28 - T6S - R93W
21	40.12	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 - T6S - R93W
22	39.90	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 26 - T6S - R93W
23	40.27	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 27 - T6S - R93W
24	40.12	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 - T6S - R93W
25	40.12	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 27 - T6S - R93W
26	40.20	N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 28 - T6S - R93W
27	40.21	S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 28 - T6S - R93W

<u>Lot</u>	<u>Acreage</u>	<u>Description</u>
28	40.25	N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 33 - T6S - R93W
29	40.25	S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 33 - T6S - R93W
30	40.23	NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 34 - T6S - R93W
31	40.23	NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 34 - T6S - R93W
32	40.30	NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 34 - T6S - R93W
33	40.31	NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 34 - T6S - R93W
34	40.31	SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 34 - T6S - R93W
34A	40.23	SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 34 - T6S - R93W
35	40.23	SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 34 - T6S - R93W
36	40.25	SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 33 - T6S - R93W
37	40.25	SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 33 - T6S - R93W
38	39.93	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 33 - T6S - R93W
39	40.20	NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 33 - T6S - R93W
39A	40.20	NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 33 - T6S - R93W
40	40.33	N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 34 - T6S - R93W
41	40.33	S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 34 - T6S - R93W
42	40.33	N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 34 - T6S - R93W
43	40.33	S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 34 - T6S - R93W
44	40.29	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 34 - T6S - R93W
44A	40.29	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 34 - T6S - R93W
45	40.20	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 33 - T6S - R93W
46	40.20	SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 33 - T6S - R93W
47	39.93	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 33 - T6S - R93W
48	62.03	Lot 2 and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 4 - T7S - R93W
49	40.49	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 4 - T7S - R93W
50	51.52	W $\frac{1}{2}$ of Lot 1 and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 4 - T7S - R93W
51	40.59	SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 4 - T7S - R93W
52	46.08	W $\frac{1}{2}$ E $\frac{1}{2}$ of Lot 1 and W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec 4 - T7S - R93W
53	46.08	E $\frac{1}{2}$ E $\frac{1}{2}$ of Lot 1 and E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec 4 - T7S - R93W
54	48.79	Lot 2 and N1/3NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 3 - T7S - R93W
55	53.25	S2/3NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 3 - T7S - R93W
56	39.15	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 3 - T7S - R93W
57	40.69	NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 9 - T7S - R93W

<u>Lot</u>	<u>Acreage</u>	<u>Description</u>
58	40.42	NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 9 - T7S - R93W
59	40.42	SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 9 - T7S - R93W
60	39.74	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 9 - T7S - R93W
61	39.75	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 9 - T7S - R93W
62	39.20	SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 16 - T7S - R93W
63	38.86	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 16 - T7S - R93W
64	37.81	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 8 - T7S - R93W
65	38.30	SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 8 - T7S - R93W
66	38.90	NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 17 - T7S - R93W
66A	38.91	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 17 - T7S - R93W
67	38.30	SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 8 - T7S - R93W
68	37.81	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 8 - T7S - R93W

489419 B-968 P-182 02/26/96 01:55P PG 1 OF 2 REC DOC NOT  
MILDRED ALSDORF GARFIELD COUNTY CLERK AND RECORDER 11.00

AMENDMENT  
to  
Declaration of Easements, Covenants and Restrictions  
For Grass Mesa Ranch

The undersigned, being owners of lots and members of the Grass Mesa Homeowner's Association, a Colorado non-profit corporation, constituting more than seventy-five percent (75%) of the members of said Association, hereby amend the Declaration of Easements, Covenants and Restrictions For Grass Mesa Ranch dated June 7, 1983 and recorded in Book 628 at page 503 in the records of Garfield County, as provided in Article VIII, paragraph 2 of said Declaration.

Article III, Section 1 of the Declaration is amended by the addition of the following:

Notwithstanding any other provision of this Declaration, the Association may not levy any annual or special assessment upon lots owned by the Declarant which is not also levied upon all other lots within the properties, nor may the Association impose terms of payment for assessments levied upon lots owned by Declarant which are different from the terms of payment for assessments levied upon all other lots within the properties.

Article V, Section 1(a) of the Declaration is deleted and replaced by the following:

For access roadways, bridle paths and installation and maintenance of pipelines, an easement sixty (60) feet in width, being thirty (30) feet on either side of the centerline of any roadway constructed by Declarant or its designee and also thirty (30) feet on either side of any boundary line between two lots.

In witness whereof, the undersigned have executed this Amendment on the 23rd day of February, 1996.

GRASS MESA, LTD.

By: Richard E. Rudolph  
Richard E. Rudolph, President

GRASS MESA JOINT VENTURE  
GRASS MESA RANCH, a Colorado joint venture

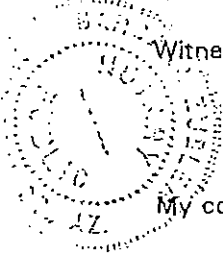
By: Richard E. Rudolph  
Richard E. Rudolph, Venturer

Return to: Brethun + McClow  
PO Box 669  
Summit, CO 81230

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 23rd day of February, 1996, by Richard E. Rudolph as President of Grass Mesa Ltd., a Colorado corporation.

Witness my hand and official seal.



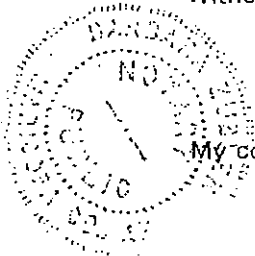
Barbara Zullo  
Notary Public

My commission expires: My Commission Expires Oct. 19, 1996

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 23rd day of February, 1996, by Richard E. Rudolph as s joint venturer of Grass Mesa Ranch, a Colorado joint venture, also known as Grass Mesa Joint Venture, a Colorado venture.

Witness my hand and official seal.



Barbara Zullo  
Notary Public

My commission expires: My Commission Expires Oct. 19, 1996

**HIGHLINE RANCH SUBDIVISION  
HCE PROJECT NUMBER 2081021.00**

PROPERTIES WITHIN 200 FEET OF THE PROPOSED HIGHLINE RANCH  
SUBDIVISION PROPERTY  
(SECTION 21, TOWNSHIP 6 SOUTH, RANGE 93 WEST)

CHECKED WITH GARFIELD COUNTY ASSESSOR ON 12/1/08

**Schultz, Frederick**  
900 Cedar Breaks Road  
Rifle, CO 81650  
Parcel No. 217727200427

**Weinheimer, Richard and Deborah**  
851 Cedar Breaks Trail  
Rifle, CO 81650-8438  
Parcel No. 217728100371

**Macklin, Justin and Nicole**  
1000 Cedar Breaks Road  
Rifle, CO 81650  
Parcel No. 217722300409

**MINERAL RIGHTS OWNERS:**

**Bureau of Land Management**  
P.O. Box 1009  
Glenwood Springs, CO 81602  
Parcel No. 217726200956

**Grass Mesa Ranch, A Colorado Joint  
Venture**  
617 West Main Street  
Suite G  
Aspen, CO 81611

**Encana Oil and Gas (USA), Inc.**  
c/o K.E. Andrews and Company  
3615 South Huron Street, Suite 200  
Englewood, CO 80110  
Parcel No. 217721100355

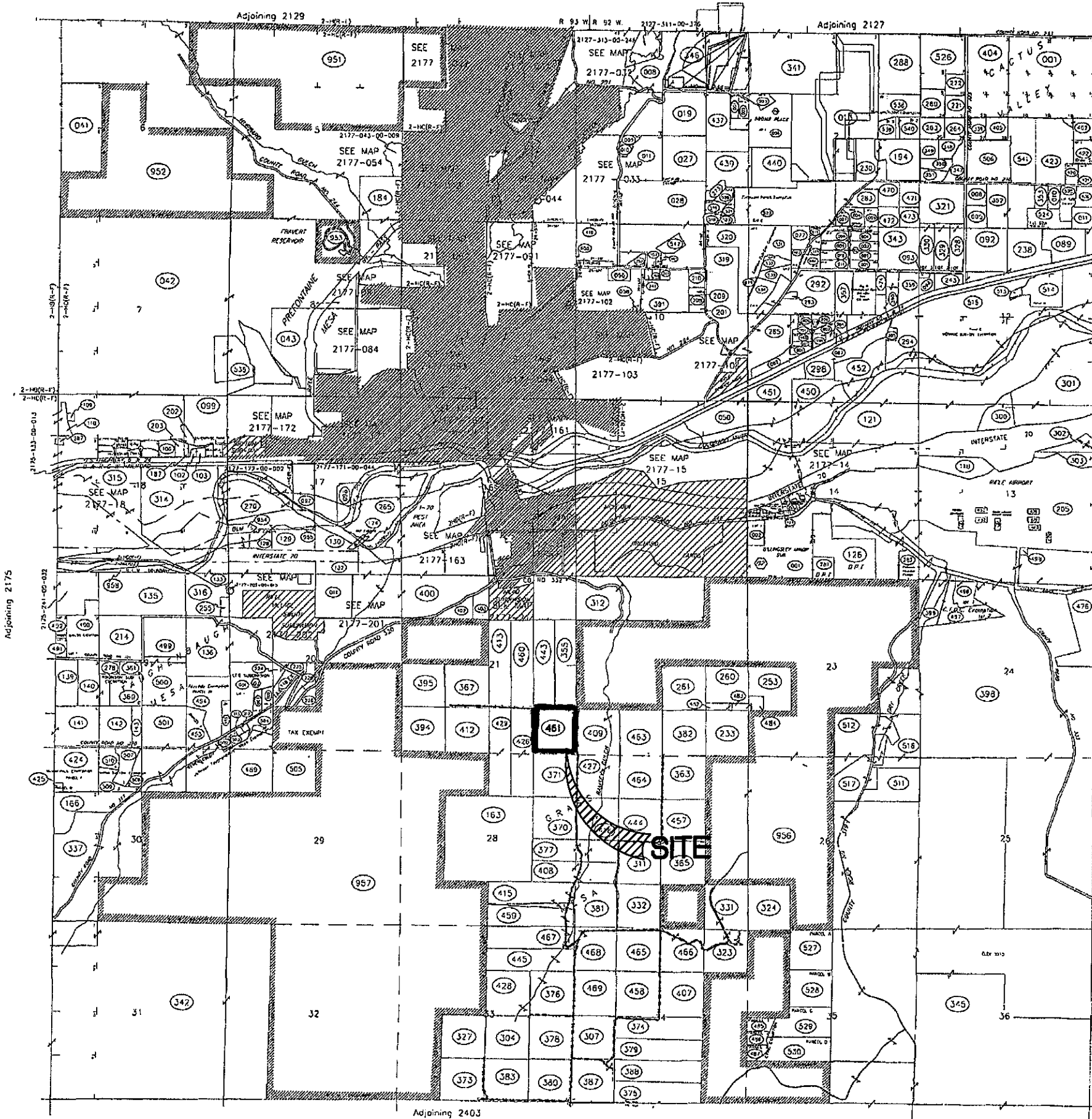
**Erickson, Brian C.**  
102 Mustang Mesa Trail  
Rifle, CO 81650  
Parcel No. 217721400443

**Mannon, Norman T.**  
P.O. Box 982  
New Castle, CO 81647  
Parcel No. 217721400460

**McKenna, Matthew B. and Judith M.**  
1255 Mustang Mesa Trail  
Rifle, CO 81650  
Parcel No. 217721400426



- ENTERPRISE PARK III
- LOT 1 (96)
  - LOT 2 (97)
  - LOT 3 (98)
  - LOT 4 (99)



- RIFLE STORAGE PARK  
SEC 14 SW 1/4 (1)
- LOT 1 (80)
  - LOT 2 (81)
  - LOT 3 (82)
  - LOT 4 (83)
  - LOT 5 (84)
  - LOT 6 (85)
  - LOT 7 (86)
  - LOT 8 (87)
  - LOT 9 (88)
  - LOT 10 (89)
- 100HA HANGARS  
Sec 13 SW 1/4 (2)
- Hangar 1 (90)
  - Hangar 2 (91)
  - Hangar 3 (92)
  - Hangar 4 (93)
  - Hangar 5 (94)
  - Hangar 6 (95)
  - Hangar 7 (96)
  - Hangar 8 (97)
  - Hangar 9 (98)
  - Hangar 10 (99)
  - Hangar 11 (100)
  - Hangar 12 (101)

- RIFLE AIRPORT CONDUIT  
PLAZA & STORAGE MINOR SUB  
SEC 14 SW 1/4 (3)
- PANEL 1 (102)
  - PANEL 2 (103)
  - PANEL 3 (104)
  - PANEL 4 (105)

- RIFLE AIRPORT  
HANGAR CONDUITS  
SEC 14 SW 1/4 (4)
- UNIT 1 (106)
  - UNIT 2 (107)
  - UNIT 3 (108)
  - UNIT 4 (109)
  - UNIT 5 (110)
  - UNIT 6 (111)
  - UNIT 7 (112)
  - UNIT 8 (113)
  - UNIT 9 (114)
  - UNIT 10 (115)
  - UNIT 11 (116)

APPROVED: \_\_\_\_\_

2177

RYAN MAY  
GARFIELD COUNTY, CO  
HIGHLINE RANCH SUBDIVISION  
GARFIELD COUNTY  
ASSESSOR'S MAP

PROJECT NO.  
2081021.00

1

CALL FOR INFORMATION  
CALLER OF RECORD  
OR 934-0000  
CALL FOR INFORMATION  
CALLER OF RECORD  
OR 934-0000

BY: \_\_\_\_\_  
REVISION: \_\_\_\_\_  
DATE: \_\_\_\_\_

NO. \_\_\_\_\_  
DATE: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: 2/26/09  
FILE: \_\_\_\_\_  
VICINITY: \_\_\_\_\_

HIGH COUNTRY ENGINEERING, INC.  
1517 BLAKE AVENUE, STE 101  
GLENWOOD SPRINGS, CO 81601  
PHONE (970) 945-8676 - FAX (970) 945-2555  
WWW.HCENG.COM

GEOLOGIC AND  
SOILS REPORTS



Hepworth-Pawlak Geotechnical, Inc.  
5020 County Road 134  
Glenwood Springs, Colorado 81601  
Phone: 970-945-7988

Fax: 970-945-8454  
email: hpgeo@hpgeotech.com

September 30, 2008

Ryan May  
P.O. Box 1359  
Rifle, Colorado 81650

Job No. 108 446A

**Subject:** Preliminary Geotechnical Engineering Study and Percolation Testing,  
Proposed Three Lot Subdivision, Lot 6A, Grass Mesa, Garfield County,  
Colorado

Dear Mr. May:

As requested, Hepworth-Pawlak Geotechnical, Inc. performed a subsoil study and percolation test for preliminary foundation and septic disposal designs at the subject site. The study was conducted in accordance with our agreement for geotechnical engineering services to you dated July 9, 2008. The data obtained and our recommendations based on the proposed construction and subsurface conditions encountered are presented in this report.

**Project Development:** Lot 6A is a 40 acre parcel and is proposed to be subdivided into three parcels of 10 to 16 acres in size. An existing residence is located on proposed Lot 3. The undeveloped lots will consist of residential development serviced by water wells and septic systems. Hepworth-Pawlak Geotechnical, Inc. previously performed a Gamma Radiation Survey of the subject property and reported our findings August 14, 2008, Job No. 108 446A.

**Site Conditions:** The property is located at the southwest corner of Mustang Mesa Trail and Cedar Breaks Road. A modular residence is located in the southeast corner of the site on Lot 3 and a barn is located in the southwest corner of Lot 2. Two existing wells are located on Lot 3, west of the residence. Overhead power lines bisect the north part of the property from west to east. Vegetation consists of scattered sage brush, grass and weeds. The ground surface generally slopes down to the north at a grade of about 4 to 5 percent.

A north trending ditch located near the center of the property leads to pond located on Lot 1.

**Subsurface Conditions:** The subsurface conditions at the site were evaluated by excavating one exploratory pit and one percolation test hole each at Lots 1 and 2. The approximate locations are shown on Figure 1. The logs of the pits are presented on Figure 2. The subsoils encountered, below about one foot of topsoil, consist of sandy silty clay. Results of swell-consolidation testing performed on a relatively undisturbed sample of sandy silty clay on Lot 1, presented on Figure 3, indicate low compressibility under existing moisture conditions and light loading and a low collapse potential (settlement under constant load) when wetted. The results of swell consolidation testing on a sample of sandy clay from Lot 2 showed a minor swell potential when wetted. Both samples were moderately compressible under increased loading after wetting. No free water was observed in the pits at the time of excavation and the soils were slightly moist to moist.

**Foundation Recommendations:** The conclusions and recommendations presented below are based on assumed residential development, subsurface conditions encountered in the exploratory pits, and our experience in the area. The recommendations are suitable for planning and preliminary design but site specific studies should be conducted for individual lot development.

Bearing conditions may vary depending on the specific location of buildings on the properties. Based on the nature of the assumed construction, spread footings bearing on natural subsoils, below topsoil, should be suitable at the building sites. We expect the footings can be sized for an allowable bearing pressure in the range of 1,000 psf to 1,500 psf. Expansive clays encountered in building areas may need to be removed or the footings designed to impose a minimum dead load pressure to limit potential heave. Foundation walls should be designed to span local anomalies and to resist lateral earth loadings when acting as retaining structures. Below grade areas and retaining walls should be protected from wetting and hydrostatic loading by use of an underdrain system. The footings should have a minimum depth of 36 inches for frost protection.

**Floor Slabs:** Slab-on-grade construction should be feasible for bearing on the natural sandy clay soils. There could be some post construction slab movement at sites with collapsible or expansive clays. To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints. Floor slab control joints should be used to reduce damage due to shrinkage cracking. A minimum 4 inch thick layer of free-draining gravel should underlie basement level slabs to facilitate drainage.

All fill materials for support of floor slabs should be compacted to at least 95% of maximum standard Proctor density at a moisture content near optimum. Required fill can consist of the on-site soils devoid of vegetation, topsoil and oversized rock.

**Underdrain System:** Although free water was not encountered during our exploration, it has been our experience in the area that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. Frozen ground during spring runoff can create a perched condition. We recommend below-grade construction, such as retaining walls, crawlspace and basement areas, be protected from wetting and hydrostatic pressure buildup by an underdrain system.

The drains should consist of drainpipe surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a suitable gravity outlet. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1 ½ feet deep. An impervious membrane such as 20 mil PVC should be placed beneath the drain gravel in a trough shape and attached to the foundation wall with mastic to prevent wetting of the bearing soils.

**Surface Drainage:** Surface drainage precautions should be observed during construction and maintained at all times after buildings have been completed. Water should not be allowed to pond near the buildings which could impact foundations and hardscaping. To limit infiltration into the bearing soils next to buildings, exterior backfill should be well

compacted and have a positive slope away from the building for a distance of 10 feet. Roof downspouts and drains should discharge well beyond the limits of all backfill and landscape irrigation should be restricted.

**Percolation Testing:** Percolation tests were conducted on September 3, 2008 to evaluate the feasibility of infiltration septic disposal systems at the site. One percolation test hole was dug on Lots 1 and 2 adjacent to the pit locations shown on Figure 1. The test holes (nominal 12 inch diameter by 12 inch deep) were hand dug at the bottom of shallow backhoe pits and soaked with water the day prior to testing. The soils exposed in the percolation holes are similar to those exposed in the exploratory pits shown on Figure 2 and consist of silty sandy clay. Results of a hydrometer analysis performed on a sample of sandy loam obtained from the site are presented on Figure 4. The percolation test results are presented in Table 1. Based on the subsurface conditions encountered and the percolation test results, the tested areas should be suitable for a conventional infiltration septic disposal system. We recommend design level testing as performed when building and septic system locations have been determined.

**Limitations:** This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either expressed or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory pits excavated at the locations indicated on Figure 1, the proposed type of construction and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold or other biological contaminants (MOBC) developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory pits and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified at once so re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for preliminary design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

If you have any questions or if we may be of further assistance, please let us know.

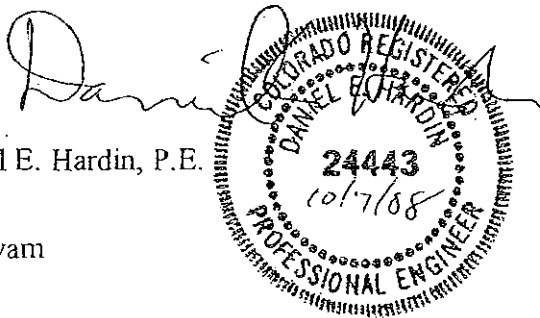
Respectfully Submitted,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.



Louis E. Eller

Reviewed by:



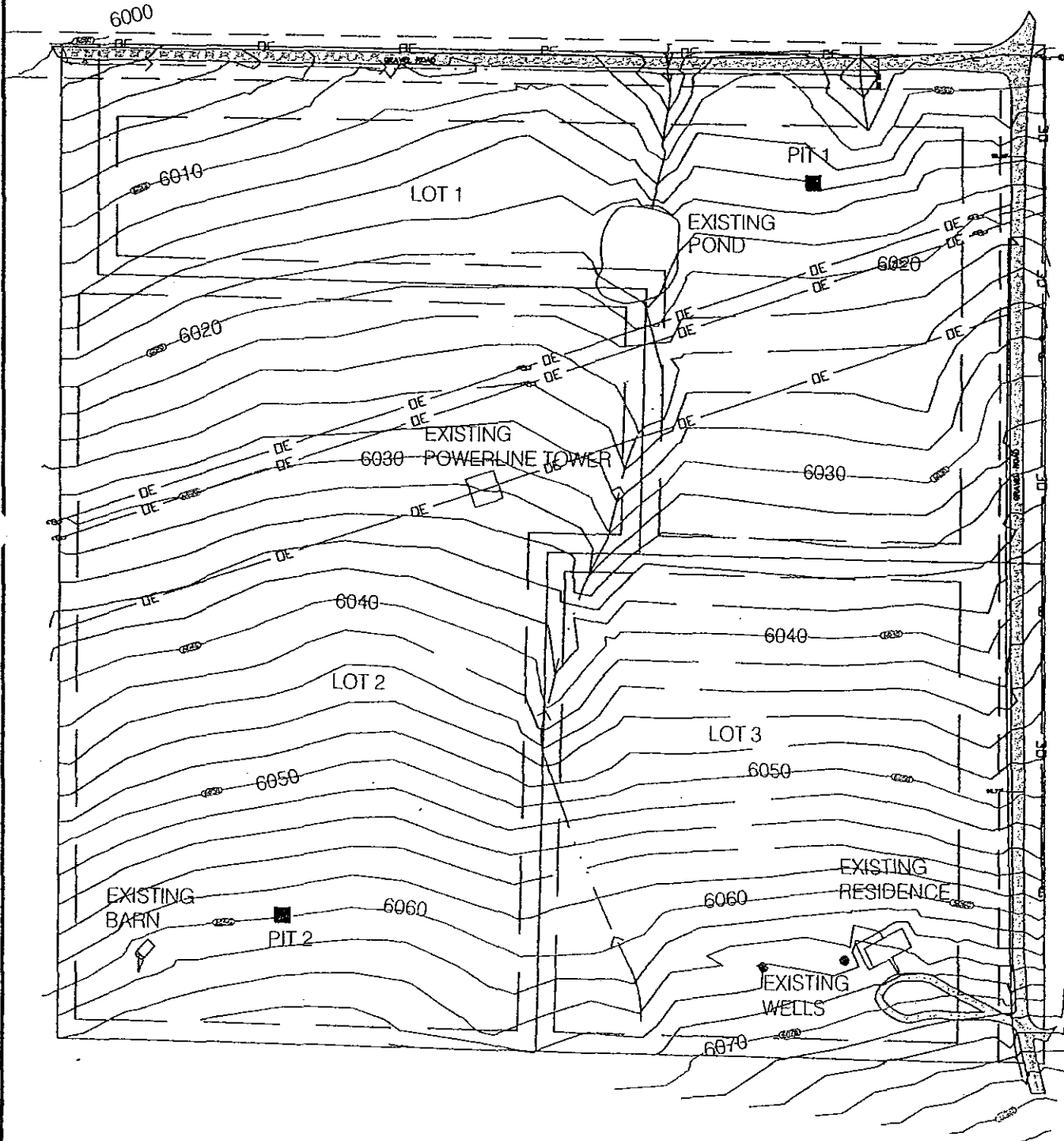
Daniel E. Hardin, P.E.

LEE/vam

attachments    Figure 1 – Location of Exploratory Pits and Percolation Test Holes  
                      Figure 2 – Logs of Exploratory Pits  
                      Figure 3 - Swell-consolidation Test Results  
                      Figure 4 – USDA Gradation Test Results  
                      Table 1 – Percolation Test Results

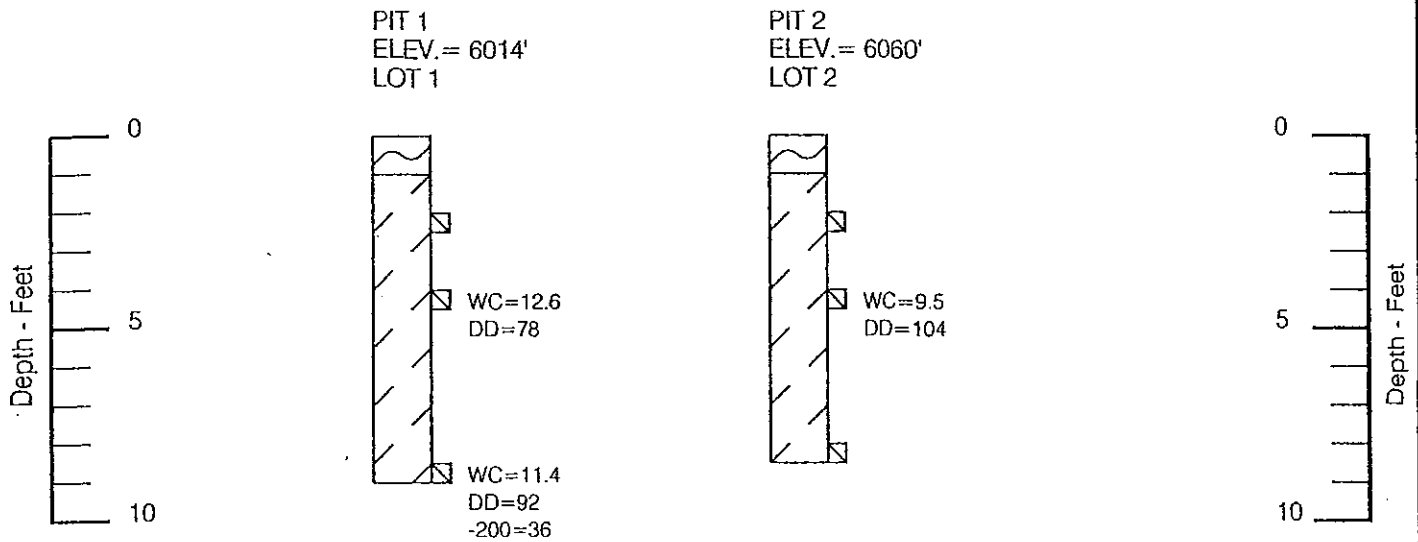
APPROXIMATE SCALE  
1" = 200'

MUSTANG MESA TRAIL



CEDAR BREAKS ROAD





**LEGEND:**



TOPSOIL; organic sandy silt and clay, firm, moist, brown.



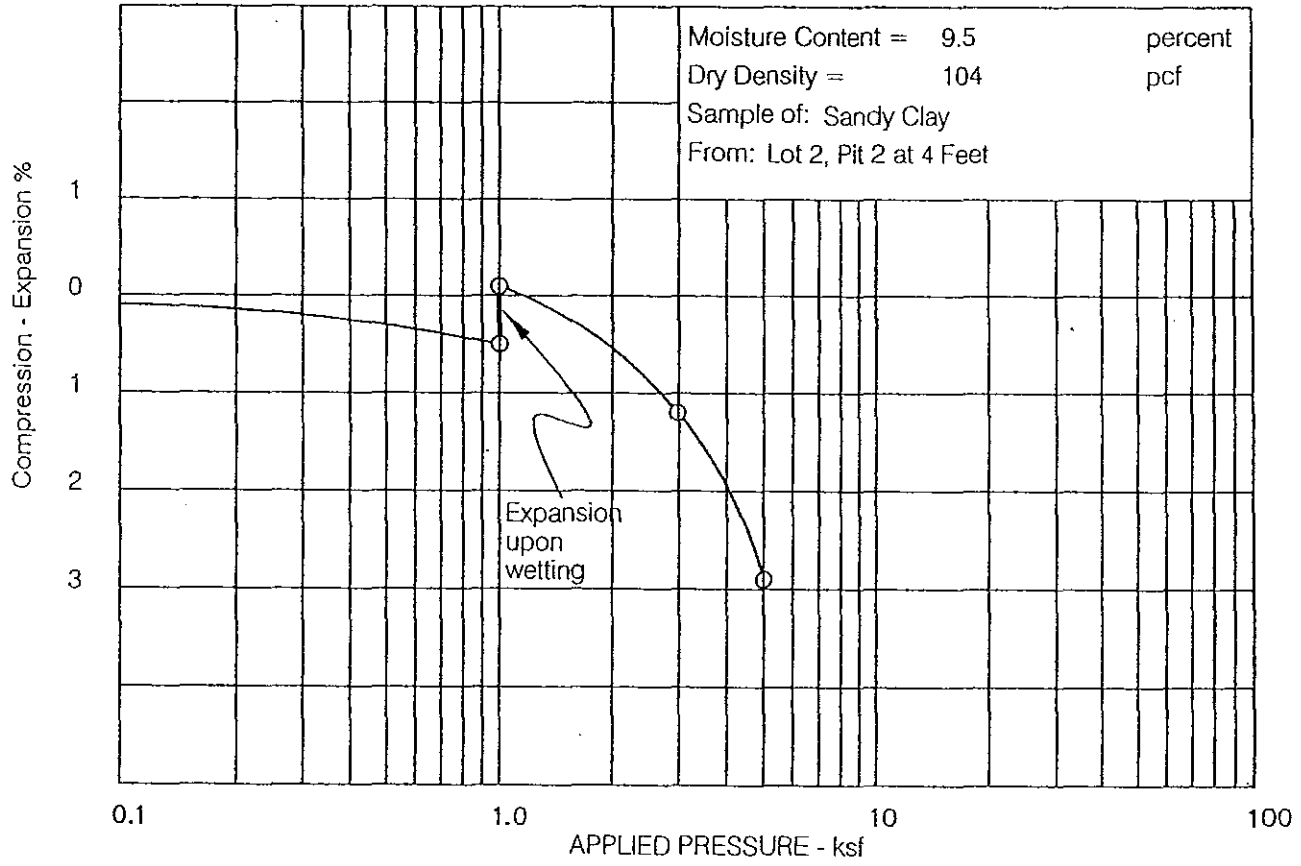
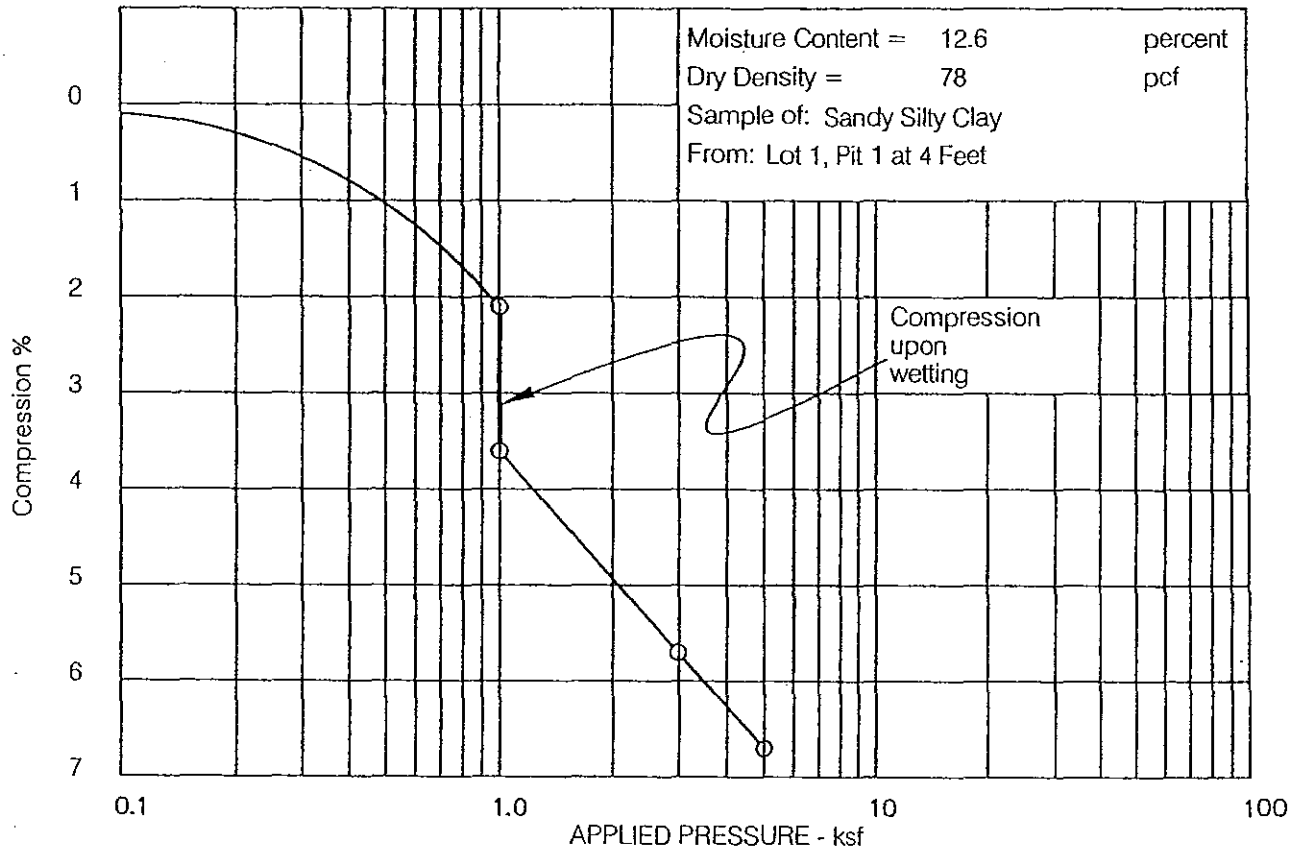
CLAY (CL); sandy, silty, medium stiff, moist, light brown, calcareous.

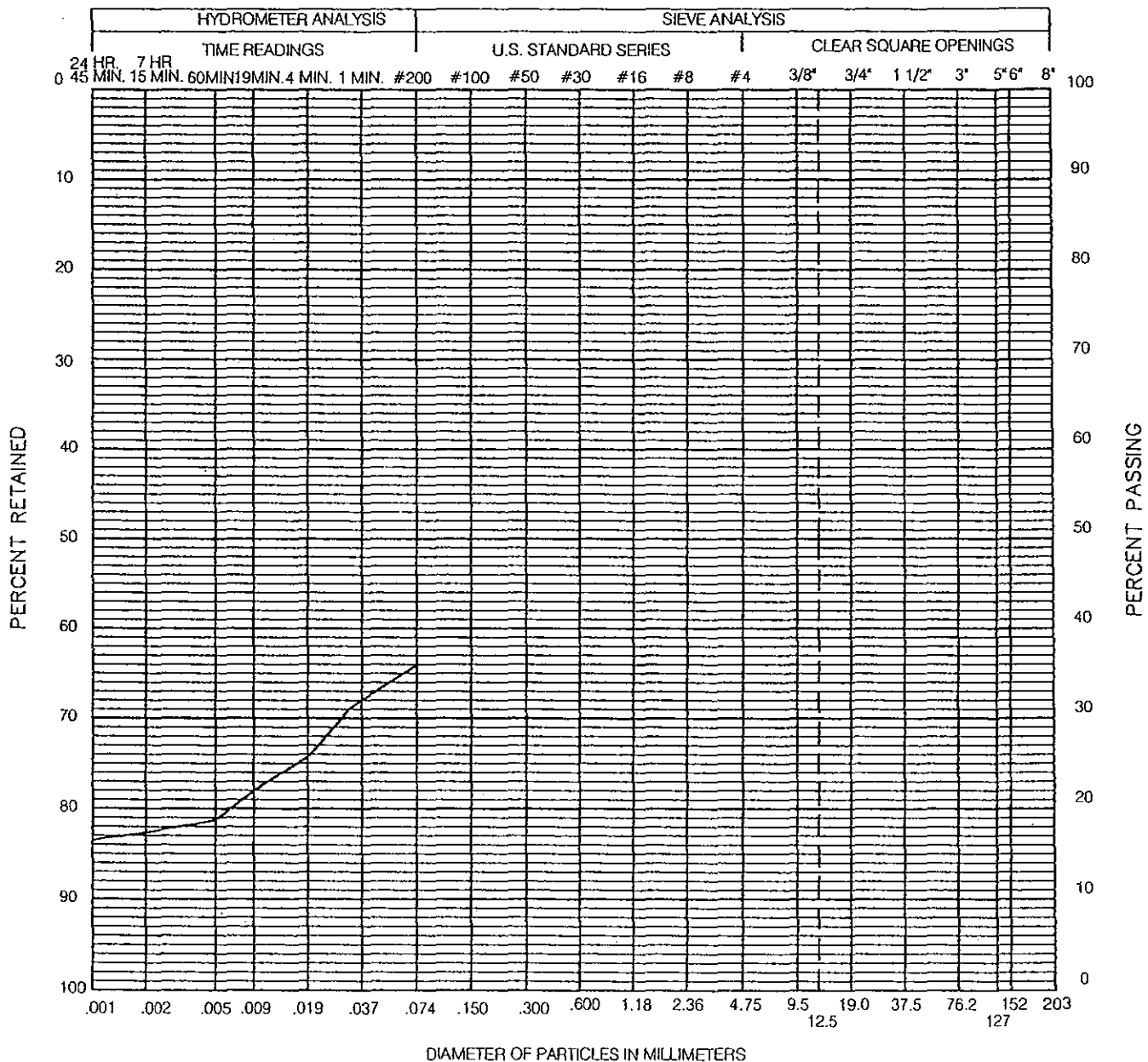


2" Diameter hand driven liner sample.

**NOTES:**

1. Exploratory pits were excavated on September 2, 2008 with a Caterpillar trackhoe.
2. Locations of exploratory pits were measured approximately from features shown on the site plan provided.
3. Elevations of exploratory pits were obtained by interpolation between contours shown on the site plan provided.
4. The exploratory pit locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the exploratory pit logs represent the approximate boundaries between material types and transitions may be gradual.
6. No free water was encountered in the pits at the time of excavating. Fluctuation in water level may occur with time.
7. Laboratory Testing Results:  
 WC = Water Content (%)  
 DD = Dry Density (pcf)  
 -200 = Percent passing No. 200 sieve





CLAY	SILT	SAND					GRAVEL			COBBLES
		V. FINE	FINE	MEDIUM	COARSE	V. COARSE	SMALL	MEDIUM	LARGE	

GRAVEL 0 %      SAND 67 %      SILT 16 %      CLAY 17 %

LIQUID LIMIT %      PLASTICITY INDEX %

USDA SOIL TYPE: Sandy Loam

FROM: Pit 1 at 8 1/2 Feet

HEPWORTH-PAWLAK GEOTECHNICAL, INC.

TABLE 1  
PERCOLATION TEST RESULTS

JOB NO. 108 446A

HOLE NO.	HOLE DEPTH (INCHES)	LENGTH OF INTERVAL (MIN)	WATER DEPTH AT START OF INTERVAL (INCHES)	WATER DEPTH AT END OF INTERVAL (INCHES)	DROP IN WATER LEVEL (INCHES)	AVERAGE PERCOLATION RATE (MIN./INCH)
P 1 Lot 1	42	20	10	7	3	9/1
		Water added	10	8	2	
		Water added	10	7 5/8	2 3/8	
		Water added	10	8	2	
		Water added	10	7 7/8	2 1/8	
P 2 Lot 2	43	20	8 5/8	7 1/8	1 1/2	21/1
		Water added	8 5/8	7 5/8	1	
		Water added	8 5/8	7 5/8	1	
		Water added	8 5/8	7 5/8	1	
		Water added	7 5/8	6 3/4	7/8	

Note: Percolation test holes were hand dug in the bottom of backhoe pits and soaked on September 2, 2008. Percolation tests were conducted on September 3, 2008. The average percolation rates were based on the last three readings of each test.

RADIATION HAZARD  
REPORT



HEPWORTH-PAWLAK GEOTECHNICAL

August 14, 2008

Ryan May  
P.O. Box 1359  
Rifle, Colorado 81650

Hepworth-Pawlak Geotechnical, Inc.  
5020 County Road 154  
Glenwood Springs, Colorado 81601  
Phone: 970-945-7988

Fax: 970-945-8454  
email: hpgeo@hpgeotech.com

Job No. 108 446A

Subject: Gamma Radiation Survey, Proposed 3 Lot Subdivision, Lot 6A, Grass  
Mesa Subdivision, Intersection of Mustang Mesa Trail and Cedar Breaks  
Road, Garfield County, Colorado

Dear Mr. May:

As requested, Hepworth-Pawlak Geotechnical, Inc. performed a gamma radiation survey at the subject site on August 14, 2008. The survey was performed in accordance with our proposal to you dated July 9, 2008, Proposal No. 101-08.

Gamma radiation measurements were taken on a 200 foot grid pattern using a Ludlum Model 3 survey meter and Ludlum Model 44-9 detector. The readings were taken at about 2½ feet above the ground surface. The radiation readings are shown on Figure 1. The 72 readings taken at the site ranged from 0.025 to 0.04 millirems per hour. A background reading taken nearby indicated a value of 0.025 millirems per hour. The gamma radiation survey readings at the subject site appear to be typical of the background level in the area.

Based on the gamma radiation survey, radiation mitigation does not appear to be needed, however, there is a potential that radon gas could be present in the area. It is difficult to assess future radon gas concentrations in buildings before the buildings are constructed. Testing for radon gas levels could be done in the completed building. New buildings are often designed with provisions for ventilation of lower enclosed (crawl space or basement) areas should post construction testing show unacceptable radon gas concentration.

If you have any questions, or need further assistance, please call our office.

Sincerely,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

Madelyn M. Wilson  
Environmental Scientist

Reviewed by:

Trevor L. Knell, P.E.

MMW/ksw

attachment Figure 1 – Gamma Radiation Survey Values

## WELL PERMITS

9.  
5

**OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES**

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

**DRILLER'S COPY**  
LIC

WELL PERMIT NUMBER	<b>209345</b>
DIV. 5	CNTY. 23 WD 45 DES. BASIN MD

APPLICANT

Lot: 6A Block: Filing: Subdiv: GRASS MESA RANCH

APPROVED WELL LOCATION  
GARFIELD COUNTY

SE 1/4 SE 1/4 Section 21  
Twp 6 S Rng 93 W 6th P.M.

RYAN MAY  
200 SOUTH E. #106  
NEW CASTLE, CO 81647

DISTANCES FROM SECTION LINES

125 Ft. from SOUTH Section Line  
200 Ft. from EAST Section Line

(970)984-2084

**PERMIT TO CONSTRUCT A WELL**

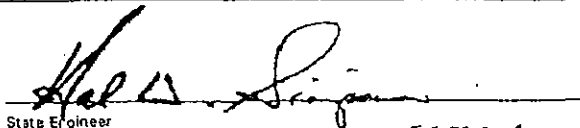
ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

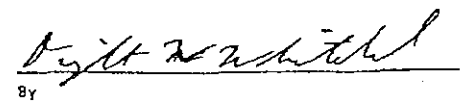
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the **only well** on a tract of land of 40 acres described as the SE 1/4, SE 1/4, Sec. 21, Twp. 6 South, Rng. 93 West, 6th P.M., further identified as lot 6A Grass Mesa Ranch, Garfield County.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside up to 3 single family dwellings, the irrigation of not more than one acre of home gardens and lawns, and the watering of domestic animals.
- 5) The maximum pumping rate shall not exceed 15 GPM.
- 6) The return flow from the use of the well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.

5/01/98

APPROVED  
DMW

  
State Engineer

  
By

Receipt No.

DATE ISSUED

**MAY 15 1998**

EXPIRATION DATE

**MAY 15 2001**

Received Time Feb. 3. - 2:55PM



Form No. GWS-25

OFFICE OF THE STATE ENGINEER COLORADO DIVISION OF WATER RESOURCES 818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203 (303) 866-3581

LIC

WELL PERMIT NUMBER 67687 -F- DIV. 5 WD 45 DES. BASIN MD

APPLICANT

RYAN MAY 1120 CEDAR BREAKS RIFLE, CO 81650-

Lot: 2 Block: Filing: Subdiv: HIGHLINE RANCH

APPROVED WELL LOCATION

GARFIELD COUNTY SE 1/4 SE 1/4 Section 21 Township 6 S Range 93 W Sixth P.M.

DISTANCES FROM SECTION LINES

890 Ft from South Section Line 500 Ft from East Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: Northing:

(970) 618-9275

REGISTRATION OF EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
3) Approved pursuant to CRS 37-90-137(2) for the construction of a well, appropriating ground water tributary to the Colorado River, on the condition that the well shall be operated only when the West Divide Water Conservancy District's substitute water supply plan, approved by the State Engineer, is in effect, and when a water allotment contract between the well owner and the West Divide Water Conservancy District for the release of replacement water from Ruedi Reservoir is in effect, or under an approved plan for augmentation. WDWCD contract #080828RM#2(a).
4) Approved as a well on a residential site of 13.9 acre(s) described as lot 2, Highline Ranch Subdivision, Garfield County.
5) The use of ground water from this well is limited to ordinary household purposes inside one (1) single family dwelling, the irrigation of not more than 12,000 square feet (0.28 of an acre) of home gardens and lawns, and the watering of two (2) head domestic animals. All use of this well will be curtailed unless the water allotment contract or a plan for augmentation is in effect. This well is known as May Well no. 2.
6) The pumping rate of this well shall not exceed 15 GPM.
7) The average annual amount of ground water to be appropriated shall not exceed 1.06 acre-foot (345,401 gallons).
8) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
9) This well shall be constructed not more than 200 feet from the location specified on this permit.
10) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.

NOTE: Permit no. 209345 was previously issued for lot 6A, Grass Mesa Ranch division of land, Garfield County. The applicant proposes to subdivide lot 6 A, Grass Mesa Ranch division of land into 3 parcels being identified as Highline Ranch Subdivision consisting of a 16 acre tract, 14 acre tract and 10 acre tract.

NOTE: Parcel Identification Number (PIN): 23-2177-214-00-461

NOTE: Assessor Tax Schedule Number: R247341 (totaling 40 acres)

J m n 11/12/2008

APPROVED DMW

[Signature of State Engineer]

State Engineer

[Signature]

By

Receipt No. 9503140

DATE ISSUED 11-12-2008

EXPIRATION DATE 11-12-2009

Form No. GWS-25

OFFICE OF THE STATE ENGINEER COLORADO DIVISION OF WATER RESOURCES 818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203 (303) 866-3581

LIC

WELL PERMIT NUMBER 67688 -F - DIV. 5 WD 45 DES. BASIN MD

APPLICANT

RYAN MAY 1120 CEDAR BREAKS RIFLE, CO 81650-

Lot: 3 Block: Filing: Subdiv: HIGHLINE RANCH

APPROVED WELL LOCATION GARFIELD COUNTY SE 1/4 SE 1/4 Section 21 Township 6 S Range 93 W Sixth P.M.

DISTANCES FROM SECTION LINES 160 Ft. from South Section Line 685 Ft. from East Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83) Easting: Northing:

(970) 618-9275

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
3) Approved pursuant to CRS 37-90-137(2) for the construction of a well, appropriating ground water tributary to the Colorado River, on the condition that the well shall be operated only when the West Divide Water Conservancy District's substitute water supply plan, approved by the State Engineer, is in effect, and when a water allotment contract between the well owner and the West Divide Water Conservancy District for the release of replacement water from Ruedi Reservoir is in effect, or under an approved plan for augmentation. WDWCD contract #080828RM#3(a).
4) Approved as a well on a residential site of 16 acre(s) described as lot 3, Highline Ranch Subdivision, Garfield County.
5) The use of ground water from this well is limited to ordinary household purposes inside one (1) single family dwelling, the irrigation of not more than 12,000 square feet (0.28 of an acre) of home gardens and lawns, and the watering of two (2) head domestic animals. All use of this well will be curtailed unless the water allotment contract or a plan for augmentation is in effect. This well is known as May Well no. 3.
6) The pumping rate of this well shall not exceed 15 GPM.
7) The average annual amount of ground water to be appropriated shall not exceed 1.06 acre-foot (345,401 gallons).
8) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
9) This well shall be constructed not more than 200 feet from the location specified on this permit.
10) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.

NOTE: Permit no. 209345 was previously issued for lot 6A, Grass Mesa Ranch division of land, Garfield County. The applicant proposes to subdivide lot 6A, Grass Mesa Ranch division of land into 3 parcels being identified as Highline Ranch Subdivision consisting of a 16 acre tract, 14 acre tract and 10 acre tract.

NOTE: Parcel Identification Number (PIN): 23-2177-214-00-461

NOTE: Assessor Tax Schedule Number: R247341 (totaling 40 acres)

Handwritten signature and date: 11/12/2008

Handwritten circled numbers: #10 and 3

APPROVED DMW

Signature of State Engineer: Dick Wolfe

Signature of Applicant: Ryan May

Receipt No. 9503141

State Engineer

DATE ISSUED 11-12-2008

By

EXPIRATION DATE 11-12-2009

WELL CONSTRUCTION  
AND TEST REPORTS

FORM NO. GWS-31 10/94

WELL CONSTRUCTION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

For Office Use only

ATTN: DAN FAX: 970-945-2555

WELL PERMIT NUMBER 209345 OWNER NAME(S) RYAN MAY Mailing Address 200 S.E. AVENUE, #106 City, St. Zip NEWCASTLE, CO 81647 Phone (970) 984-2084

WELL LOCATION AS DRILLED: SE 1/4 SE 1/4, Sec. 21 Twp. 6 S, Range 93 W DISTANCES FROM SEC. LINES: 125 ft. from S Sec. line. and 200 ft. from E Sec. line. OR SUBDIVISION: LOT BLOCK FILING(UNIT) STREET ADDRESS AT WELL LOCATION:

GROUND SURFACE ELEVATION 5975 ft. DRILLING METHOD AIR ROTARY DATE COMPLETED 5-23-98 TOTAL DEPTH 260 ft. DEPTH COMPLETED 260 ft.

5. GEOLOGIC LOG: Depth Description of Material (Type, Size, Color, Water Location) 0-5 top soil 5-8 white soil possible calcium carb. 8-63 shale grey soft 63-127 sandy shale 127-175 shale grey 175-220 sandy shale 220-260 sandstone 5 gal/min

6. HOLE DIAM. (in.) From (ft) To (ft) 9.25 0 20 6.5 20 260

7. PLAIN CASING OD (in) Kind Wall Size From(ft) To(ft) 5 PVC Sch 40 10 20 7 Steel 1188 21 260 PERF. CASING: Screen Slot Size: 20 5 PVC Sch 40 200 21

8. FILTER PACK: Material N/A Size Interval

9. PACKER PLACEMENT Type N/A Depth

COPY

REMARKS:

10. GROUTING RECORD: Material Amount Density Interval Placement Portland 255 5.8 10-20 pour.

11. DISINFECTION: Type HTH 70% Amt. Used 3 cups

12. WELL TEST DATA: TESTING METHOD Air Blow Static Level 150 ft. Date/Time measured 5-25-98 Production Rate 5 gpm Pumping level ft. Date/Time measured Test length (hrs.) 2 hrs

13. I have read the statements of the contractor and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 C.R.S., the making of false statements is a crime in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR STEWART WATER WELL, INC. ENGLEWOOD, CO 80110 Phone (303) 781-7330 Lic. No. 128

Name/Title (Please type or print) Signature Date

# WELL CONSTRUCTION AND TEST REPORT

For Office Use Only

STATE OF COLORADO, OFFICE OF THE STATE ENGINEER  
1313 Sherman St., Rm 818, Denver, CO 80203

1. WELL PERMIT NUMBER **67687-F**

2. OWNER NAME(S) Ryan May  
 Mailing Address 1120 Cedar Breaks  
 City: Rifle State: CO Zip 81650  
 Telephone Number: 970-618-9275

3. WELL LOCATION AS DRILLED: SE 1/4, SE 1/4, Sec. 21, Twp. 6  N or  S, Range 93  E or  W  
 DISTANCES FROM SEC. LINES: 890 ft. from  N or  S Sec. Line, and 500 ft. from  E or  W Sec. Line.  
 SUBDIVISION: Highline Ranch LOT 2 BLOCK \_\_\_\_\_ FILING (UNIT) \_\_\_\_\_  
 Optional GPS Location: GPS Unit must use the following settings: Format must be UTM, Units must be meters, datum must be NAD83, Unite must be set to true N.  Zone 12 or  Zone 13  
 Owner's Well Designation: \_\_\_\_\_  
 Easting: \_\_\_\_\_  
 Northing: \_\_\_\_\_  
 STREET ADDRESS AT WELL LOCATION: \_\_\_\_\_

4. GROUND SURFACE ELEVATION: 6850 ft. DRILLING METHOD: Air Rotary  
 DATE COMPLETED: 12/8/08 TOTAL DEPTH: 200 ft. DEPTH COMPLETED: 200

5. GEOLOGIC LOG:

Depth	Type	Grain Size	Color	Water Loc.
0-18	Sand w/cobbles			
18-140	Shale		Gray	
140-200	Shale		Brown	+/- 1/GPM

6. HOLE DIAM. (IN.)

From (ft)	To (ft)
<u>0</u>	<u>40</u>
<u>40</u>	<u>200</u>

7. PLAIN CASING

OD (in)	Kind	Wall Size	From (ft)	To (ft)
<u>7</u>	<u>Steel</u>	<u>.188</u>	<u>+2</u>	<u>40</u>
<u>4.5</u>	<u>PVC</u>	<u>Sch 40</u>	<u>10</u>	<u>140</u>
			<u>160</u>	<u>200</u>

PERF. CASING: Screen Slot Size: .20

From (ft)	To (ft)
<u>4.5</u>	<u>140</u>
<u>140</u>	<u>160</u>

8. FILTER PACK: Material silica Size 1020 Interval N/A

9. PACKER PLACEMENT: Type \_\_\_\_\_ Depth \_\_\_\_\_

10. GROUTING RECORD:

Material	Amount	Density	Interval	Placement
<u>Portland</u>	<u>7</u>	<u>5</u>	<u>10-40</u>	<u>Pour</u>

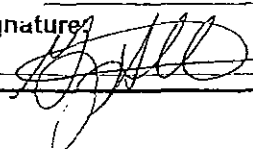
REMARKS: Pump test required to determine actual production. Production may be seasonally influenced.

11. DISINFECTION: Type: \_\_\_\_\_ Amt. Used: \_\_\_\_\_

12. WELL TEST DATA:  Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well

TESTING METHOD Air Blow, 2 hours  
 Static Level: 110 ft. Date/Time measured 12/8/08, Production Rate: +/- 1 GPM  
 Pumping Level: \_\_\_\_\_ ft. Date/Time measured \_\_\_\_\_, Test Length (hrs): \_\_\_\_\_  
 Remarks: \_\_\_\_\_

I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. This document is signed and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. [The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$5000 and/or revocation of the contracting license.]

Company Name: Stewart Water Well, Inc. Phone: 303-781-7330 License Number: 1286  
 Address: 3850 S. Lincoln St., Englewood, CO 80113  
 Signature:  Print Name and Title: George Stewart, Owner/Operator Date: 12/15/08

# WELL CONSTRUCTION AND TEST REPORT

For Office Use Only

STATE OF COLORADO, OFFICE OF THE STATE ENGINEER  
1313 Sherman St., Rm 818, Denver, CO 80203

1. WELL PERMIT NUMBER **67688-F**

2. OWNER NAME(S) Ryan May  
Mailing Address 1120 Cedar Breaks  
City: Rifle State: CO Zip 81650  
Telephone Number: 970-618-9275

3. WELL LOCATION AS DRILLED: SE 1/4, SE 1/4, Sec. 21, Twp. 6  N or  S, Range 93  E or  W  
DISTANCES FROM SEC. LINES: 160 ft. from  N or  S Sec. Line, and 685 ft. from  E or  W Sec. Line.  
SUBDIVISION: Highline Ranch LOT 3 BLOCK \_\_\_\_\_ FILING (UNIT) \_\_\_\_\_  
Optional GPS Location: GPS Unit must use the following settings: Format must be UTM, Units must be meters, datum must be NAD83, Unite must be set to true N.  Zone 12 or  Zone 13  
Owner's Well Designation: \_\_\_\_\_  
Easting: \_\_\_\_\_  
Northing: \_\_\_\_\_  
STREET ADDRESS AT WELL LOCATION: \_\_\_\_\_

4. GROUND SURFACE ELEVATION: 6850 ft. DRILLING METHOD: Air Rotary  
DATE COMPLETED: 12/3/08 TOTAL DEPTH: 200 ft. DEPTH COMPLETED: 200

5. GEOLOGIC LOG:

Depth	Type	Grain Size	Color	Water Loc.
0-12	Sand w/cobbles			
12-25	Basalt			
25-90	Shale		Gray	
90-100	Shale		Brown	
100-160	Shale		Gray	
160-200	Sandstone			8/GPM

6. HOLE DIAM. (IN.)

From (ft)	To (ft)
<u>0</u>	<u>40</u>
<u>40</u>	<u>200</u>

7. PLAIN CASING

OD (in)	Kind	Wall Size	From (ft)	To (ft)
<u>7</u>	<u>Steel</u>	<u>.188</u>	<u>+2</u>	<u>40</u>
<u>4.5</u>	<u>PVC</u>	<u>Sch 40</u>	<u>10</u>	<u>160</u>

PERF. CASING: Screen Slot Size: .20  
4.5 PVC Sch 40 160 200

8. FILTER PACK:  
Material silica  
Size 1020  
Interval N/A

9. PACKER PLACEMENT:  
Type Rubber  
Depth 50'

10. GROUTING RECORD:

Material	Amount	Density	Interval	Placement
<u>Portland</u>	<u>12 sks</u>	<u>5</u>	<u>8-40</u>	<u>Pour</u>

COPY

REMARKS:

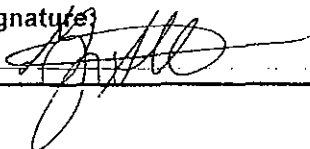
1. DISINFECTION: Type: \_\_\_\_\_ Amt. Used: \_\_\_\_\_

2. WELL TEST DATA:  Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well  
TESTING METHOD Air Blow, 2 hours  
Static Level: 130 ft. Date/Time measured 12/3/08, Production Rate: 8 GPM  
Pumping Level: \_\_\_\_\_ ft. Date/Time measured \_\_\_\_\_, Test Length (hrs): \_\_\_\_\_  
Remarks: \_\_\_\_\_

I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. This document is signed and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. [The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$5000 and/or revocation of the contracting license.]

Company Name: Stewart Water Well, Inc. Phone: 303-781-7330 License Number: 1286

Address: 3850 S. Lincoln St., Englewood, CO 80113

Signature: 

Print Name and Title:  
George Stewart, Owner/Operator

Date: 12/15/08

WEST DIVIDE WATER  
ALLOTMENT CONTRACTS

WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT

Name of Applicant: Ryan May

Quantity of Water in Acre Feet: 1

Applicant, hereby applies to the West Divide Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of C.R.S. 1973, Section 37-45-101, *et seq.*, (hereinafter referred to as the "District") for an allotment contract to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this Contract and the attached Application, Applicant hereby agrees to the following terms and conditions:

1. Water Rights: Applicant shall own water rights at the point of diversion herein lawfully entitling Applicant to divert water, which will be supplemented and augmented by water leased herein. If Applicant intends to divert through a well, it must be understood by Applicant that no right to divert exists until a valid well permit is obtained from the Colorado Division of Water Resources.

2. Quantity: Water applied for by the Applicant in the amount set forth above shall be diverted at Applicant's point of diversion from the District's direct flow water rights, and when water is unavailable for diversion pursuant to administration by the Colorado State Engineer during periods when said direct flow water right is not in priority, the District shall release for the use of Applicant up to said quantity in acre feet per year of storage water owned or controlled by the District. It is understood that any quantity allotted from direct flow, storage or otherwise, to the Applicant by the District will be limited by the priority of the District's decrees and by the physical and legal availability of water from District's sources. Any quantity allotted will only be provided so long as water is available and the Applicant fully complies with all of the terms and conditions of this Contract. The District and the Applicant recognize that some of the District's decrees may be in the name of the Colorado River Water Conservation District, and the ability of the District to allot direct flow right to the Applicant may be dependent on the consent of the Colorado River Water Conservation District. If at any time the Applicant determines it requires less water than the amount herein provided, Applicant may so notify the District in writing, and the amount of water allotted under this Contract shall be reduced permanently in accordance with such notice. Rates shall be adjusted accordingly in following water years only.

3. Beneficial Use and Location of Beneficial Use: Any and all water allotted Applicant by the District shall be used for the following beneficial use or uses: industrial, municipal, domestic and related uses, or commercial (except for commercial use from Alsbury Reservoir and except to the extent that Ruedi Reservoir water may not be available for commercial as that term is defined on Page 5 of Contract No. 2-07-70-WO547 between the United States and the West Divide Water Conservancy District). Applicant's beneficial use of any and all water allotted shall be within or through facilities or upon land owned, leased, operated, or under Applicant's control.

4. Decrees and Delivery: Exchange releases made by the District out of storage from Ruedi Reservoir, Green Mountain Reservoir, Alsbury Reservoir, or other works or facilities of the District, or from other sources available to the District, shall be delivered to the Applicant at the outlet works of said storage facilities or at the decreed point of diversion for said other sources, and release or delivery of water at such outlet or points shall constitute performance of the District's total obligation. Delivery of water by the District from Ruedi Reservoir or Green



Mountain Reservoir shall be subject to the District's lease contracts with the United States Bureau of Reclamation. Releases from other facilities available to District shall be subject to the contracts, laws, rules, and regulations governing releases therefrom. Furthermore, the District hereby expressly reserves the right to store water and to make exchange releases from structures that may be built or controlled by the District in the future, so long as the water service to the Applicant pursuant to this agreement, is not impaired by said action. Any quantity of the Applicant's allocation not delivered to or used by Applicant by the end of each water year (October 1), shall revert to the water supplies of the District. Such reversion shall not entitle Applicant to any refund of payment made for such water.

Water service provided by the District shall be limited to the amount of water available in priority at the original point of diversion of the District's applicable water right, and neither the District, nor those entitled to utilize the District's decrees, may call on any greater amount at new or alternate points of diversion. The District shall request the Colorado Division of Water Resources to estimate any conveyance losses between the original point and any alternate point, and such estimate shall be deducted from this amount in each case.

Water service provided by the District for properties located within the Bluestone and Silt Water Conservancy Districts is provided pursuant to Agreements with said Districts. The Intergovernmental Agreement between the District and the Silt Water Conservancy District, dated January 25, 2001, is recorded as Reception No. 575691, Garfield County Clerk and Recorder's Office. The Intergovernmental Memorandum of Understanding between the District and the Bluestone Water Conservancy District, dated April 26, 2001, is recorded as Reception No. 584840, Garfield County Clerk and Recorder's Office.

5. Alternate Point of Diversion and Plan of Augmentation: Decrees for alternate points of diversion of the District's water rights or storage water may be required in order for Applicant to use the water service contemplated hereunder. Obtaining such decree is the exclusive responsibility of Applicant. The District reserves the right to review and approve any conditions which may be attached to judicial approval of said alternate point of diversion as contemplated or necessary to serve Applicant's facilities or lands. Applicant acknowledges and agrees that it shall be solely responsible for the procedures and legal engineering costs necessary for any changes in water rights contemplated herein, and further agrees to indemnify the District from any costs or losses related thereto. Applicant is solely responsible for providing works and facilities necessary to obtain/divert the waters at said alternate point of diversion and deliver them to Applicant's intended beneficial use. Irrespective of the amount of water actually transferred to the Applicant's point of diversion, the Applicant shall make annual payments to the District based upon the amount of water allotted under this Contract.

In the event the Applicant intends to apply for an alternate point of diversion and to develop an augmentation plan and institute legal proceedings for the approval of such augmentation plan to allow the Applicant to utilize the water allotted to Applicant hereunder, the Applicant shall give the District written notice of such intent. In the event the Applicant develops and adjudicates its own augmentation plan to utilize the water allotted hereunder, Applicant shall not be obligated to pay any amount under Paragraph 19 below. In any event, the District shall have the right to approve or disapprove the Applicant's augmentation plan and the Applicant shall provide the District copies of such plan and of all pleadings and other papers filed with the water court in the adjudication thereof.

6. Contract Payment: Non-refundable, one time administrative charge, in the amount determined by the Board of Directors of the District from time to time, shall be submitted with the application for consideration by the District.

Annual payment for the water service described herein shall be determined by the Board of Directors of the District. The initial annual payment shall be made in full, within thirty (30) days after the date of notice to the Applicant that the initial payment is due. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price which is applicable to that year.

Annual payments for each year thereafter shall be due and payable by the Applicant on or before each January 1. If an annual payment is not made by the due date a flat \$50 late fee will be assessed. Final written notice prior to cancellation will be sent certified mail, return receipt requested, to the Applicant at such address as may be designated by the Applicant in writing or set forth in this Contract or Application. Water use for any part of a water year shall require payment for the entire water year. Nothing herein shall be construed so as to prevent the District from adjusting the annual rate in its sole discretion for future years only.

If payment is not made within fifteen (15) days after the date of said written notice, Applicant shall at District's sole option have no further right, title or interest under this Contract without further notice, and delivery may be immediately curtailed. The allotment of water, as herein made, may be transferred, leased, or otherwise disposed of at the discretion of the Board of Directors of the District.

Upon cancellation of this water allotment Contract with the District, the District shall notify the Division of Water Resources offices in Denver and Glenwood Springs. The Division of Water Resources may then order cessation of all water use.

7. Additional Fees and Costs: Applicant agrees to defray any expenses incurred by the District in connection with the allotment of water rights hereunder, including, but not limited to, reimbursement of legal and engineering costs incurred in connection with any water rights and adjudication necessary to allow Applicant's use of such allotted water rights.

8. Assignment: This Contract shall not inure to the benefit of the heirs, successors or assigns of Applicant, without the prior written consent of the District's Board of Directors. Any assignment of Applicant's rights under this Contract shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of Contract rights and the assumption of Contract obligations by assignees and successors. Nothing herein shall prevent successors to a portion of Applicant's property from applying to the District for individual and separate allotment Contracts. No assignment shall be recognized by the District except upon completion and filing of proper forms for assignment and change of ownership.

In the event the water allotted pursuant to this Contract is to be used for the benefit of land which is now or will subsequently be subdivided or held in separate ownership, the Applicant may only assign the Applicant's rights hereunder to: 1) No more than three separate owners all of whom shall be party to a well sharing agreement satisfactory to the District; or 2) A homeowners association, water district, water and sanitation district or other special district properly organized and existing under the laws of the State of Colorado, and then, only if such parties, association or special district establishes to the satisfaction of the District that it has the ability and authority to perform the Applicant's obligations under this Contract. In no event shall the owner of a portion, but less than all, of the Applicant's property to be served under this Contract have any rights hereunder, except as such rights may exist pursuant to a well sharing agreement or through a homeowners association or special district as provided above.

Upon the sale of the real property to which this Contract pertains, Applicant shall make buyer aware of this Contract and proper forms for assignment and change of ownership must be completed.

9. Other Rules: Applicant shall be bound by the provisions of the Water Conservancy Act of Colorado; by the rules and regulations of the Board of Directors of the District; and all amendments thereof and supplements thereto and by all other applicable law.

10. Operation and Maintenance Agreement: Applicant shall enter into an "Operation and Maintenance Agreement" with the District under terms and conditions determined by the board of Directors of the District, if and when, the Board of said District determines in its sole discretion that such an agreement is required. Said agreement may contain, but shall not be limited to, provisions for additional annual monetary consideration for extension of District delivery services and for additional administration, operation, and maintenance costs; or for other costs to the District which may arise through services made available to the Applicant.

11. Change of Use: The District reserves the exclusive right to review, re-approve or disapprove any proposed change in use of the water allotted hereunder. Any use other than that set forth herein or any lease or sale of the water or water rights allotted hereunder without the prior written approval of the District shall be deemed to be a material breach of this Contract.

12. Use and Place of Use: Applicant agrees to use the water in the manner and on the property described in the documents submitted to the District at the time this Contract is executed, or in any operation and maintenance agreement provided by Applicant. Any use other than as set forth thereon or any lease or sale of the water or water rights herein, other than as permitted in paragraph 8 above, shall be deemed to be a material breach of this agreement.

13. Title: It is understood and agreed that nothing herein shall be interpreted to give the Applicant any equitable or legal fee title interest in or to any water or water rights referred to herein.

14. Conservation: Applicant shall use commonly accepted conservation practices with respect to the water and water rights herein, and hereby agrees to be bound by any conservation plan adopted hereafter by the District for use of District owned or controlled water or water rights.

15. Restrictions: Applicant shall restrict actual diversions to not exceed the contract amount for ordinary household purposes, the watering of domestic livestock, fire protection, and the irrigation of lawn and garden as specified in the Application.

Applicant shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources.

Watering of livestock shall be restricted to Applicant's domestic animals not to be used for commercial purposes unless Applicant obtains approval from the Colorado Division of Water Resources for commercial use/livestock watering, provided that in no event shall actual diversions exceed the amount of water provided by this Contract.

Violation of this paragraph 15 shall be deemed to be a material breach of this Contract.

16. Well Permit: If Applicant intends to divert through a well, then Applicant must provide to District a copy of Applicant's valid well permit before District is obligated to deliver any water hereunder.

17. Measuring Device or Meter: Applicant agrees to provide, at its own expense, a measuring device deemed acceptable by the District's Engineer after consultation, or a totalizing flow meter with remote readout to continuously and accurately measure at all times all

water diverted pursuant to the terms of Applicant's water right and the terms of this Contract. Applicant agrees to provide accurate readings from such device or meter to District upon District's request. Applicant acknowledges that failure to comply with this paragraph could result in legal action to terminate Applicant's diversion of water by the State of Colorado Division of Water Resources. By signing this Contract, Applicant hereby specifically allows District, through its authorized agent, to enter upon Applicant's property during ordinary business hours for the purposes of determining Applicant's actual use of water.

18. Representations: By executing this Contract, Applicant agrees that it is not relying on any legal or engineering advice that Applicant may believe has been received from the District. Applicant further acknowledges that it has obtained all necessary legal and engineering advice from Applicant's own sources other than the District. Applicant further acknowledges that the District makes no guarantees, warranties, or assurances whatsoever about the quantity or quality of water available pursuant to this Contract. Should the District be unable to provide the water contracted for herein, no damages may be assessed against the District, nor may Applicant obtain a refund from the District.

19. Costs of Water Court Filing and Augmentation Plan: Should the District, in its own discretion, choose to include Applicant's Contract herein in a water court filing for alternate point of diversion or plan of augmentation, then Applicant hereby agrees to pay to the District, when assessed, an additional fee representing the District's actual and reasonable costs and fees for Applicant's share of the proceedings. Applicant shall be assessed a pro-rata share of the total cost incurred by the District in preparing, filing and pursuing to decree the water court case. The pro-rata share shall be calculated by dividing such total cost by the number of contractees included in the filing. To the extent that the District is caused additional costs because of objection filed specifically due to the inclusion of Applicant's Contract in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees.

20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application to Lease Water From West Divide Water Conservancy District" fully completed by Applicant and approved by the District's engineer. Said attachments shall by this reference thereto be incorporated into the terms of this agreement. All correspondence from the District to Applicant referring to or relating to this agreement is by this reference incorporated into this agreement as further terms and conditions of this agreement.

21. Warning: IT IS THE SOLE RESPONSIBILITY OF THE APPLICANT TO OBTAIN A VALID WELL PERMIT OR OTHER WATER RIGHT IN ORDER TO DIVERT WATER, INCLUDING THE WATER ACQUIRED UNDER THIS CONTRACT. IT IS THE CONTINUING DUTY OF THE APPLICANT TO MAINTAIN THE VALIDITY OF THE WELL PERMIT OR WATER RIGHT INCLUDING FILING FOR EXTENSIONS OF PERMITS, FILING WELL COMPLETION REPORTS, FILING STATEMENTS OF BENEFICIAL USE, OR OTHERWISE LAWFULLY APPLYING THE WATER TO BENEFICIAL USE ON A REGULAR BASIS WITHOUT WASTE.

22. AREA B. CONTRACTS: IF APPLICANT'S WELL OR OTHER WATER RIGHT THAT IS THE SUBJECT OF THIS CONTRACT IS LOCATED OUTSIDE "AREA A" AS DESIGNATED BY THE DISTRICT, THEN THIS PARAGRAPH APPLIES: THE AUGMENTATION WATER PROVIDED BY THE DISTRICT UNDER THIS CONTRACT MAY ONLY PROTECT APPLICANT'S WATER RIGHT FROM A CALL ON THE COLORADO RIVER AND MAY NOT PROTECT APPLICANT FROM A CALL FROM ANY OTHER

SENIOR RIGHT. NO REPRESENTATION OTHERWISE IS MADE BY THE DISTRICT. IF THIS IS A CONCERN TO APPLICANT, THIS CONTRACT MAY BE RESCINDED UPON WRITTEN NOTICE DELIVERED TO THE DISTRICT BY THE APPLICANT WITHIN THE NEXT 30 DAYS FOLLOWING THE AFFIXING OF SIGNATURES ON THIS CONTRACT IN WHICH EVENT ALL SUMS PAID BY APPLICANT FOR THIS CONTRACT SHALL BE IMMEDIATELY REFUNDED TO APPLICANT.

[Signature]  
Applicant

\_\_\_\_\_  
Applicant

STATE OF Colorado )  
 ) ss.  
COUNTY OF Garfield )

The foregoing instrument was acknowledged before me on this 13 day of August, 2008, by Ryan May. Witness my hand and official seal. My commission expires: \_\_\_\_\_

Janet Maddock  
Notary Public  
State of Colorado  
Commission Expires 12-23-11

Janet Maddock  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ . Witness my hand and official seal. My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ORDER

After a hearing by the Board of Directors of the West Divide Water Conservancy District on the Application, it is hereby ORDERED that said Application be granted and this Contract shall be and is accepted by the District.

WEST DIVIDE WATER CONSERVANCY DISTRICT  
By [Signature]  
President

ATTEST: [Signature]  
Secretary

8/28/08  
Date

This Contract includes and is subject to the terms and conditions of the following documents which must accompany this Contract:

- 1. Map showing location of point of diversion (use map provided)
- 2. Application and Data Form fully completed and signed

The printed portions of this form, except differentiated additions or deletions, have been approved and adopted by the West Divide Water Conservancy District.  
Form: WDWCD 01-01-08 CONTRACT.

**WATER USE ESTIMATES  
COLORADO RIVER SERVICE AREA  
WEST DIVIDE WATER CONSERVANCY DISTRICT**

APPLICANT: **Ryan May**

Contract Amount w/ 5% Transit Loss = 0.63 acre feet

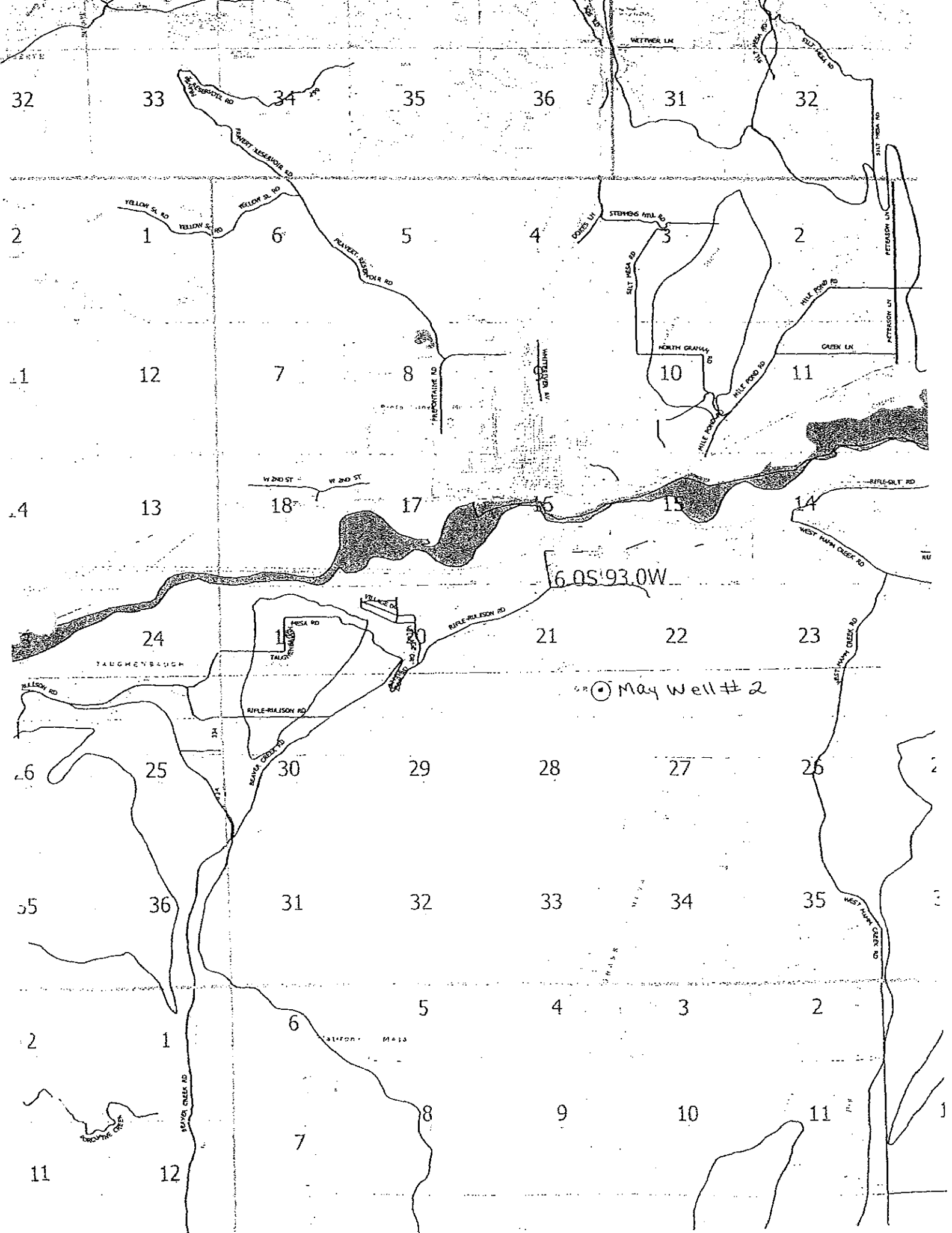
DWELLING UNITS: **1**  
IRRIGATED AREA (SQ FT): **12000**  
COMMERCIAL AREA (SQ FT): **0**  
NO. OF LIVESTOCK: **2**  
ELEVATION (MSL): **6100**

Transit Loss= 5.0%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	Unit Value: Irrigation Diverson (ft)	Unit Value: Irrigation C.U. (ft)	In House Diverson (AF)	In House C.U. (AF)	Commercial Diverson (AF)	Commercial C.U. (AF)	Irrigation Diverson (AF)	Irrigation C.U. (AF)	Livestock & Diverson C.U. (AF)	Total Diverson (AF)	Total C.U. (AF)	Total Contract Amount (AF)
JAN			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
FEB			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.034	0.006	0.007
MAR			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
APR	0.049	0.039	0.03	0.00	0.00	0.00	0.01	0.01	0.00	0.050	0.018	0.018
MAY	0.384	0.291	0.03	0.00	0.00	0.00	0.10	0.08	0.00	0.142	0.087	0.092
JUN	0.526	0.421	0.03	0.00	0.00	0.00	0.14	0.12	0.00	0.188	0.123	0.129
JUL	0.568	0.454	0.03	0.00	0.00	0.00	0.16	0.13	0.00	0.201	0.132	0.139
AUG	0.445	0.356	0.03	0.00	0.00	0.00	0.12	0.10	0.00	0.166	0.105	0.110
SEP	0.316	0.253	0.03	0.00	0.00	0.00	0.09	0.07	0.00	0.127	0.077	0.080
OCT	0.081	0.065	0.03	0.00	0.00	0.00	0.02	0.02	0.00	0.061	0.025	0.026
NOV			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.036	0.007	0.007
DEC			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
TOTAL	2.349	1.879	0.39	0.06	0.00	0.00	0.65	0.52	0.02	1.117	0.601	0.631

- |     |  |      |  |
|-----|--|------|--|
| (1) | 80% irrigation efficiency for sprinkler systems        | (7)  | Column (1) * Irrigated area in acres                                   |
| (2) | Blaney Criddle assessment with Pochop adjustments      | (8)  | Column (2) * Irrigated area in acres                                   |
| (3) | 350 gallons per day per residence                      | (9)  | Livestock use at 11 gallons per head per day                           |
| (4) | 15% consumptive use for ISDS systems                   | (10) | Column (3) + Column (5) + Column (7) + Column (9) plus 5% transit loss |
| (5) | 200 gallons per day per 1000 sq ft of commercial space | (11) | Column (4) + Column (6) + Column (8) + Column (9)                      |
| (6) | 15% consumptive use for ISDS systems                   | (12) | Column (11) plus 5% transit loss                                       |

**Confidentiality Notice:** This spreadsheet, including all attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, copying, distribution or action taken in reliance on the contents of the information contained in this spreadsheet is strictly prohibited. Thank you.



16.05'93.0W

May Well # 2

32

33

34

35

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31

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4

2

1

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**APPLICATION TO LEASE WATER FROM  
WEST DIVIDE WATER CONSERVANCY DISTRICT**  
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

**APPLICANT INFORMATION**

Name: Ryan May  
Mailing address: 1120 Cedar Breaks  
Rifle, CO 81650  
Telephone: 618-9275  
Authorized agent: \_\_\_\_\_

2. COURT CASE #s: Decree Case No. \_\_\_\_\_  
Augmentation Plan Case No. \_\_\_\_\_

**3. USE OF WATER  
RESIDENTIAL**

Number of main residences: 1 No. ADU's \_\_\_\_\_  
Subdivision: No. constructed units: \_\_\_\_\_ No. vacant lots \_\_\_\_\_  
Home garden/lawn irrigation of 12,000 total sq. ft.  
Method of irrigation: flood \_\_\_\_\_ sprinkler  other \_\_\_\_\_  
Non-commercial animal watering of 2 animals  
Fire Protection   
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

*Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.*

**COMMERCIAL**

Number of units: \_\_\_\_\_ Total sq. ft. of commercial units: \_\_\_\_\_  
Description of use: \_\_\_\_\_

**INDUSTRIAL**

Description of use: \_\_\_\_\_

Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

**MUNICIPAL**

Description of use: \_\_\_\_\_

**DIRECT PUMPING**

Tributary: \_\_\_\_\_  
Location: \_\_\_\_\_

**4. SOURCE OF WATER**

Structure: Well Structure Name: May Well #3  
Source: surface \_\_\_\_\_ storage \_\_\_\_\_ ground water   
Current Permit # \_\_\_\_\_ (attach copy)

**5. LOCATION OF STRUCTURE**

Garfield SE 1/4 SE 1/4  
County Quarter/quarter Quarter  
21 65 93W 6th  
Section Township Range P. M.

Distance of well from section lines:  
685 ft from East line  
160 ft from South line  
Elevation: 6100  
Well location address:  TBD Mustang Mesa, Rifle

*(Attach additional pages for multiple structures)*

**6. LAND ON WHICH WATER WILL BE USED**

*(Legal description may be provided as an attachment.)*  
Parcel 3 of SE 1/4 SE 1/4 S21, T6S, R93W, 6th P.M.  
Number of acres in tract: 16.299

*Inclusion into the District, at Applicant's expense, may be required.*

**7. TYPE OF SEWAGE SYSTEM**

Septic tank/absorption leach field  Central System \_\_\_\_\_ Other \_\_\_\_\_  
District name: \_\_\_\_\_

**8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:**

1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

*Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.*

*A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.*

*Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.*

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

Application Date: August 13, 2008

**ISSUED AS AREA B CONTRACT**

\_\_\_\_\_ YES \_\_\_\_\_ NO



WETLANDS DELINEATION  
REPORT

## WETLANDS DELINEATION REPORT

High Country Engineering, Inc. visited the Highline Ranch Subdivision property in July of 2008 and did not find any wetlands areas that would be impacted by the proposed development. The existing pond on the property will remain and/or be improved in the future. This existing pond site currently has not created any permanent wetlands due to the inconsistent supply of storm water that reaches the pond.

# WILDLIFE REPORT

# **BEATTIE WILDLIFE CONSULTING, INC.**

**"Co-Management of Wildlife and Energy Development"**



Kirk H. Beattie, Ph.D.  
1546 E. 12<sup>th</sup> Street  
Rifle, CO 81650

e-mail: [wildlifebwc@sopris.net](mailto:wildlifebwc@sopris.net)

Office: 970-625-0598  
Fax: 970-625-0600  
Cellular: 970-379-1451

February 18, 2009

Ryan May  
1120 Cedar Breaks Rd  
Rifle, CO 81650

Via e-mail [ryanmay2@hotmail.com](mailto:ryanmay2@hotmail.com)

Re: Wildlife impact of development

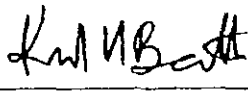
Dear Ryan:

Today I made an onsite visit to your property on Grass Mesa where you are proposing to construct several houses. The area for proposed development obviously receives virtually no visitation from wildlife in the winter, based on the absence of tracks, trails etc.

Based on my reconnaissance of the property, and my familiarity with wildlife in the area, it is my opinion that your proposal will have no significant adverse impact on any population or subpopulation of wildlife species in the area.

Sincerely,

BEATTIE WILDLIFE CONSULTING INC

By: 

Kirk H. Beattie

KHB/kb

✓ cc: HCE fax, attn Dan @ 945-2555

Received Time Feb.18. 2:48PM

# ENGINEERING REPORT

**HIGHLINE RANCH SUBDIVISION**  
**SHALLOW UTILITY, WATER SERVICE,**  
**AND SEWAGE TREATMENT REPORT**

**SHALLOW UTILITY**

The subdivision will receive electric service from an existing overhead line that runs along Cedar Breaks Road and Mustang Mesa Trail. The existing house on Lot 3 already has electric service from a power pole along Cedar Breaks Road. Lots 1 and 2 will likely be served off the power pole along Mustang Mesa Trail at the northwest corner of the property.

The property is not currently served by gas, cable, or phone. The proposed subdivision does not propose to extend these services from an offsite location due to the expense required to do so. Each house will be allowed to utilize individual propane tanks as a non-electric power.

Included in this section of the application are the "will serve" letters from Qwest Communications and Xcel Energy regarding Highline Ranch Subdivision.

**WATER**

The Highline Ranch Subdivision will be served by individual water wells. The individual water demand of the subdivision will be typical of a single-family residential community. Each single-family lot can be expected to demand approximately 420 gallons/day based on a 3.5 persons/residence occupancy rate. There are three wells drilled on the property with active permits.

The well for Lot 1 has been in use for a number of years and supplies approximately 6 gallons per minute. The well on Lot 3 has been measured at 8 gallons per minute. Any finally the well on Lot 2 was only measured at 1 GPM. If the flow from the well on Lot 2 does not meet the minimum standards once the more detailed tests are performed, a shared well contract will be instituted to allow Lot 2 to utilize the Lot 3 well. A utility easement is being platted to allow for access as well as a water service line across Lot 3 to reach Lot 2. Details that would be required if a shared well is used are depicted on the Water Supply Detail Sheet in the preliminary plans. The Highline Ranch Subdivision Homeowner's Association will not be involved in a shared well scenario. An agreement between lots 2 and 3 would be established to allow access and share maintenance costs.

The individual lot owners will be responsible for water treatment and maintenance of their respective well once the building permits are issued. The location of the existing wells can be seen on the site and utility plan in the preliminary plan set.

**SEWER**

The Highline Ranch Subdivision will be served by Individual Sewage Disposal Systems (ISDS). The sewage generated by the subdivision will be typical of a single-family residential community. Each single-family lot can be expected to generate approximately 350 gallons/day based on a 3.5 persons/residence occupancy rate plus the wastewater from the water treatment process. Individual lot owners will be responsible for the installation of an engineered ISDS.

Maintenance of each system will be the responsibility of the individual lot owner as outlined in the protective covenants of the subdivision. The waste water generated by the treatment of the individual water systems will need to be considered in the sizing of the ISDS field.

# INDIVIDUAL SEPTIC DISPOSAL SYSTEM PLAN FOR HIGHLINE RANCH SUBDIVISION

Highline Ranch Subdivision is located near Rifle, County of Garfield, State of Colorado. This subdivision will be served by Individual Sewage Disposal Systems (ISDS) since the lot sizes are consistent with the Garfield County Zoning Resolution. ISDS design, installation, and maintenance will be the responsibility of the individual lot owner. ISDS systems will be designed by a professional engineer registered in the State of Colorado per Garfield County or State Regulations. The installation will be inspected and certified by a professional engineer registered in the State of Colorado and/or his representative. Maintenance shall be performed by a licensed contractor in the State of Colorado engaged in the business of cleaning and maintaining ISDS systems.

Highline Ranch Subdivision is located in Garfield County. Any ISDS questions or concerns should be directed to Garfield County representatives and Garfield County code should be referenced. Garfield County contact information is:

Garfield County Building  
108 8<sup>th</sup> Street, Suite 200  
Glenwood Springs, Colorado 81601  
(970) 945-8212

## INTRODUCTION

An Individual Sewage Disposal System (ISDS), also referred to as a "septic system", receives waste water and solids from a building's plumbing facilities (bathrooms, kitchens, shower, laundry), treats, and then disposes of the effluent from this waste, by permitting it to absorb into the natural soils within the lot. "Treatment" is accomplished by bacterial action in the "septic" or "treatment" tank, and by bacteria within the soil surrounding the effluent absorption system, the "drain-field." This bacterial action is needed to reduce the level of pathogens in the effluent discharges from the waste system into the soil. The principal components of a private on-site waste disposal system usually include the following:

- Piping
- Septic Tank
- Effluent Filter
- Absorption Field

However, many variations on this general scheme are used and special equipment and numerous systems can be designed and utilized for problem or difficult sites.



## HOUSEHOLD USE

Your septic system is designed to handle human waste, toilet paper and water from plumbing fixtures such as toilets, baths, and sinks. Household cleaners, detergents and bleach will not damage your system if used in moderation. However, biodegradable and environmentally friendly soaps, detergents and other products are recommended. If your septic field is inundated with harsh chemicals or overloaded with detergents and soaps, your septic system function may be impaired or field failure may occur. Never pour oil, cooking grease, paint, or insecticides into your plumbing system. These items can inhibit the bacteria which are so critical to the proper functioning of your system and/or plug the pores of your system.

Non-degradable paper products, such as diapers, sanitary napkins or tampons, and paper towels are harmful to your system. Also refrain from introducing any other non-biodegradable substances such as condoms, plastic baggies, plastic film-wrap, or cigarette butts. These items can cause serious clogging problems. A garbage disposal can be used if your septic system was designed around it; however, you should have your tank pumped more frequently if large particles are present within the effluent.

Your system is also designed to handle a certain volume of water. If you consistently overload your septic system, you will cause premature failure. A frequent source of overload is leaking plumbing fixtures and water treatment systems. This can amount to hundreds of extra gallons of water going into your septic system each month. Leaks should be repaired immediately.

Other home recommendations for reducing wastewater flow are; installing water-saving devices in your shower heads and faucets and lowering the amount of water hitting the system from the laundry by spreading your weekly washing over several days rather than doing it all within a short time period.

## SEPTIC TANK

The bacteria that thrive in a septic tank are called "anaerobic bacteria" because they do not require oxygen. These bacteria are essential to the proper functioning of a septic system as they degrade and decompose the solids. When too much solid material accumulates in the tank over a period of years, it begins to wash out of the tank and into the drain-field with the normal liquid effluent. The solids clog the drain-field absorption rates into the natural soils are reduced. As more solids flow from the tank, the drain-field will eventually not be able to absorb the liquid effluent, and the drain-field will fail. This is the most common cause of drain-field failure. Your drain field should have monitoring wells located at the far end of the field. These wells can help detect or prevent a field failure prior to its occurrence. A professional field maintenance company should be scheduled for regular maintenance and well monitoring. It is suggested that you have your septic tank pumped every 2 years on a regular maintenance schedule.

## DRAINFIELD AREA

The drain-field is ideally located in a sunny open area for maximum evaporation. Trees and shrubs should not be planted near the drain-field as root intrusion may impair the drain-field. Any plants that do not have deep roots can be planted over a drain-field. Grasses and ground cover provide the highest level of evapo-transpiration (the cycle of plants taking moisture from the soil by their root systems and giving it off to the atmosphere using the sun's energy) without the complication of root systems clogging drainpipes and gravel beds. Mulched areas of flower beds do hold moisture and decrease drain-field efficiency. Walkways, patios, parking areas, decks or other permanent structures should not be constructed over either the septic tank or the drain-field. Vehicle traffic should be kept off of the drain-field and heavy trucks/equipment should be kept a minimum of 10 horizontal feet away from the drain-field area. Heavy vehicles can cause the drain-field to collapse. Rainwater or other drainage water should be diverted from the drain-field area. The drain-field is designed to meet the capacity of waste water coming from the house. Additional water from poor drainage may cause premature field failure.

## OPERATION AND MAINTENANCE OF ISDS

(PER COLORADO STATE BOARD OF HEALTH, CHAPTER 25, ARTICLE 10 – REVISED 2000)

A. Responsibility: The owner and the party in possession of real property upon which an individual sewage disposal system is used, shall be jointly and severally responsible for operation and maintenance of the system unless jurisdiction for responsibility has been transferred to a public, quasi-public, or political subdivision. The person denying such responsibility shall bear the burden of proof for such denial upon establishment of ownership or possessory rights in the property served by the system.

B. Service Label: For treatment plants utilizing mechanical apparatus or under a service policy, a clearly visible, permanently attached label or plate giving instructions for obtaining service shall be placed at a conspicuous location.

C. Maintenance and Cleaning: When directed by the local health department, for the purpose of obtaining compliance with rules and regulations, the owner or user of a system shall provide for maintenance and cleaning of an individual sewage disposal system and shall notify the local health department upon completion of any maintenance work and report to said department and submit such evidence of compliance with any maintenance and cleaning schedule in the form and as the department requires.

1. The local board of health may adopt rules and regulations for the scheduling of maintenance and cleaning of systems and practices adequate to insure proper functioning of acceptable systems, and may require proof of proper maintenance and cleaning, pursuant to any such schedules and practices, to be submitted periodically to the local department of health by the owner of the system.

D. Monitoring and Sampling:

1. Reasonable periodic collection and testing by the local health department of effluent samples from individual sewage disposal systems for which monitoring of effluent is necessary in order to insure compliance with the provisions of rules and regulations may be performed not more than two times a year, except when required by the health officer in conjunction with an enforcement action.
2. Any owner or occupant of property on which an individual sewage disposal system is located may request the local health department to collect and test an effluent sample from the system. The local health department may perform such collection and testing services.
3. If the local health department collects and tests effluent samples, a fee not to exceed that which is allowed by 25-10-101 et. seq. (as amended) C.R.S. 1973, may be charged for each sample collected and tested. Payment of such charge may be stated in the permit as a condition for its continued use.

E. Disposal of Waste Materials:

Disposal of waste materials removed from a system in the process of maintenance or leaning shall be accomplished at a site approved by local county officials in a manner which does not create a hazard to the public health, a nuisance or an undue risk of pollution and which complies with state and local rules and regulations. (See Sludge Regulations and Solid Waste Regulations.)

F. No Discharge is Permitted Which Does not Comply With Rules and Regulations:

No sewage or effluent shall be permitted to be discharged into or upon the surface of the ground or into state waters unless the sewage system and effluent meets the minimum requirements of applicable rules and regulations.

G. Termination of Use of System:

The contents of a septic tank, vault, or seepage pit, the use of which has been terminated, shall be properly disposed of whereupon the emptied tank, vault, or pit shall be filled with soil or rock, or the health officer may require the tank or vault to be removed and disposed of properly.

SUMMARY

ISDS systems are a good alternative to homeowners who do not have access to a community sewage disposal system. With the proper monitoring and maintenance of your ISDS system, many years of trouble free functioning can be had out of your ISDS system.



2538 Blüchmann Avenue  
Grand Junction, Colorado 81505

02/12/09

Ryan May  
520 Birch Court  
Rifle, CO 81650

Re: Will serve letter for **Highline Ranch Subdivision**.

Dear Ryan,

In accordance with our tariffs filed with and approved by the Colorado Public Utilities Commission, Electric facilities can be made available to serve your project at the **Highline Ranch Subdivision, Rifle, CO 81650**.

Service will be provided after engineering is completed, payment is received, any easements are signed and construction can be completed. We will have better information available after design has been completed as to a scheduled in-service date.

If I can be of further assistance, please contact me at 970-244-2727.

Sincerely,

A handwritten signature in black ink that reads 'Josh M. Bohlsen'.

**Josh Bohlsen**  
Planner



01/30/2009

High Country Engineering.  
1517 Blake Ave  
Glenwood Springs, CO 81601

RE: Quicksilver Court Sub'd  
Highline Ranch Sub'd  
Rifle, CO

Qwest Communications will provide telephone service, to the above mentioned project,  
as required by tariff, filed through the Colorado Public Utility Commission.

If you have any questions please call  
970-384-0255

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary Gibson', written in a cursive style.

Gary Gibson  
Senior Design Engineer

Received Time Jan.30. 10:02AM

RECEIVED

JUL 09 2010

GARFIELD COUNTY  
BUILDING & PLANNING

June 16, 2010

Ryan May  
1120 Cedar Breaks Road  
Rifle, CO 81650

Thomas Veljic, Senior Planner  
Garfield County Planning  
108 8<sup>th</sup> St., Suite 401  
Glenwood Springs, CO 81602

RE: Highline Ranch Subdivision

Dear Mr. Veljic:

As you know on August 11, 2009 the Garfield County Planning Commission recommended approval of my subdivision to the Board of County Commissioners but did acknowledge that some items in my application were missing or substandard and allowed me extra time to revise and add to the application prior to a public hearing before the Board. The following items have been addressed and are attached;

**Rifle Fire Protection District**-All requirements have been met as noted in the attached letter.

**Vegetation Management**-I have met with Steve Anthony and he inspected my property and I was instructed to spray noxious weeds as needed.

**Archaeological Assessment**-The assessment was performed by Flattops Archaeological Consultants and a letter report is attached.

**Well Permits/Well Test**-All well testing has been performed, my well permits have been updated, and my West Divide Contracts are current. You will find all of the related documents attached.

**Traffic Analysis**-The corrections to the traffic analysis have been accomplished and the document is stamped by an engineer qualified to perform such analysis.

I think I have met all of the requirements stipulated by the Planning Commission and am ready to move forward and schedule a public hearing before the Board of County Commissioners. Please accept this letter and attached documents and add them to my application for the Boards review. I will await your instructions for public notice and the schedule for the public hearing.

Sincerely,

Ryan May



# Rifle Fire Protection District

Telephone (970) 625-1243 • Fax (970) 625-2963 • [www.riflefiredept.org](http://www.riflefiredept.org)  
1850 Railroad Avenue • Rifle, Colorado 81650

1850 Railroad Ave  
Rifle, CO 81650

October 2, 2009

Tom Veljic  
Garfield County Planning Department  
109 8th St  
Glenwood Springs, CO 81601

Subject: Amended letter for Highline Ranch

Dear Tom Veljic,

This letter is a follow up concerning the required water supply for the Highline Ranch Subdivision on Grass Mesa.

The owner/ developer, Ryan May and his engineers, Dan Dennison and Tom Scott of High Country Engineering have stated that the required fire protection water supply for this subdivision cannot be provided using the requirements of the 2003 International Fire Code (IFC), Section B105 or the alternative, NFPA 1142, Water Supplies for Suburban and Rural Fire Fighting (IFC B103.3).

In addition, they have stated that they cannot meet the insurance industry's minimum requirement of 30, 000 gallons of fire protection water supply. As in the past when this amount of water cannot be met, the fire district requires all homes to install individual fire sprinkler systems in addition to whatever water supply they can provide for fighting a fire. The fire sprinkler systems are designed per the requirements NFPA 13D, Standard for the Installation of Sprinkler systems in One- and Two-Family Dwelling and Manufactured Homes.

Applying this to the Highline Ranch Subdivision the following has been agreed upon by the fire district, the owner /developer and their engineer:

1. There will be no supply of water in this subdivision that the fire district can use for fighting a fire. Any water will have to be hauled by "tanker shuttles" per the amended IFC Section 508.2- Type of water supply.
2. The owner/developer understands that the fire district may not be able to adequately fight a fire in their subdivision due to the lack of water (Comment # 5 response from engineer & owner /developer dated June 29, 2009).
3. The water supply for individual home fire sprinkler system is yet to be determined. This will be determined applying NFPA 13D design and a 30 minute supply. It is important to note that this 30 minute supply should allow a "normal





# Rifle Fire Protection District

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1850 Railroad Avenue • Rifle, Colorado 81650

fire” to be controlled by the fire sprinkler system and the arrival of fire apparatus. A very rough estimate ,based off of design only, would be a storage tank (cistern) of 2,100 gallons of water in a modest home under 3600 sq ft (70 gpm/min X 30 minutes).

I hope this helps in clarifying this issue. All other comments from our original approval and the letter to Fred Jarmen dated July 8, 2009 remain in effect.

Please let me know when this goes before the BCC and I will make an effort to be there in case any further questions come up.

Sincerely,

Kevin C. Whelan

Fire Marshal

Rifle Fire Protection District





# Rifle Fire Protection District

Telephone (970) 625-1243 • Fax (970) 625-2963 • [www.riflefiredept.org](http://www.riflefiredept.org)  
1850 Railroad Avenue • Rifle, Colorado 81650

1850 Railroad Ave  
Rifle, CO 81650  
July 8, 2009

Fred Jarman  
Garfield County  
109 8th St  
Glenwood Springs, CO 81601

Dear Fred Jarman:

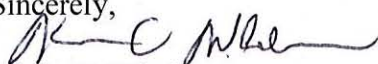
This a follow up letter from my e-mail sent to your office on July 2, 2009.

The Rifle Fire Protection District has reviewed the water supply system for the Highline Ranch Subdivision with the following conditions:

1. All homes will be under 3600 sq ft in size
2. All homes will have an NFPA 13 D fire sprinkler system installed in them which will be included as a note in the final plat
3. The water supply for the NFPA 13 D systems will be 30 minutes in designed duration flow (instead of the required 10 minutes)
4. Any future subsequent subdividing of the properties will require additional fire protection water supply.
5. Required maintenance of the 13 D fire sprinkler systems will be included in the subdivision covenants
6. The fire sprinkler system will be connected to the domestic water supply. This will include all code required protection from cross contamination

If you have any further questions, please let me know.

Sincerely,

  
Kevin C. Whelan  
Fire Marshal  
Rifle Fire Protection District

# FLATTOPS ARCHAEOLOGICAL CONSULTANTS

P.O. BOX 864  
GLENWOOD SPRINGS, CO 81602  
(970) 379-2846

---

March 10, 2010

Ryan May  
1120 Cedar Breaks  
Rifle, Colorado 81650

CC: Tom Veljic  
Garfield County, Building & Planning  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, Colorado 81601

RE: Letter Report of Findings—Class I Cultural Resources Study for the Proposed Grass Valley Subdivision Lot 6A, Parcel #2177-214-00-461, Garfield County, Colorado

Dear Mr. May,

This letter report of findings serves as documentation for the completion of a Class I Cultural Resources Study of the proposed Grass Valley Subdivision Lot 6A (Parcel #2177-214-00-461) in Garfield County, Colorado. The project encompasses the SE SE of Section 21, Township 6 South, Range 93 West. Cultural resource files for all of Section 21 was reviewed for this study. Garfield County requires that known cultural resources be identified prior to the development of private property.

The proposed project area is located on Grass Mesa, approximately one and one-half miles south of Rifle, Colorado. Access to the project area will utilize existing roads.

The file search was conducted on March 10, 2010, by reviewing the Colorado Office of Archaeology and Historic Preservation's COMPASS database. Three previous cultural resource inventory projects have taken place in the study area (Table 1); four known cultural resources have been recorded as the result of one of these projects (Table 2). Two of these resources (5GF3493 and 5GF3495) are prehistoric isolated finds. Isolated finds are not eligible for inclusion on the National Register of Historic Places (NRHP). Both of these isolated finds are located well outside the proposed development area; no further work is recommended for these resources

Site 5GF3406 is a prehistoric open lithic scatter. This site is not eligible for inclusion on the NRHP (with State Historic Preservation Office [SHPO] concurrence). This site is located well outside the proposed development area; no further work is recommended for this site.

*Kae McDonald*  
Principal Investigator  
flattopsarchaeological99@comcast.net

Site 5GF3462 is a historic corral. This site is potentially eligible (Need Data) for inclusion on the NRHP (with SHPO concurrence). This site is located well outside the proposed development area; avoidance is recommended for this site.

Thus, based on the results of this Class I inventory, Flattops Archaeological Consultants recommends a finding of *no historic properties affected*. However, should cultural resources be unearthed during ground-disturbing activities, a qualified archaeologist should be notified.

**Table 1: Cultural Resource Projects in Section 17, T7S, R87W.**


Project No.	Project Type	Client	Company	Year	Sites Recorded in T6S, R93W, Section 21
MC.LM.R355	Rifle to Grand Junction Segment of the Colorado-Ute Electric Association Rifle to San Juan 345 KV Transmission Line Project— Report #7	Colorado-Ute Electric Association	Nickens and Associates	1985	None
GF.LM.NR356	Rifle to Glenwood Pipeline	Rocky Mountain Natural Gas Company	Grand River Institute	1993	None
GF.LM.R394	Grass Mesa Geographic Area Plan	Encana Oil and Gas (USA), Inc.	Metcalf Archaeological Consultants	2005	Four

**Table 2: Cultural Resource Sites located in Section 21, T6S, R93W.**

Smithsonian No.	Site Type	Site Description	National Register Eligibility	Class I Recommendation
5GF3406	Prehistoric	Open Lithic Scatter	Not Eligible	No Further Work
5GF3462	Historic	Corral	Potentially Eligible (Need Data)	Avoid
5GF3493	Prehistoric	Isolated Find	Not Eligible	No Further Work
5GF3495	Prehistoric	Isolated Find	Not Eligible	No Further Work

If you have questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,



Kae McDonald, Ph.D., RPA

Principal Investigator



DEPARTMENT OF NATURAL RESOURCES

## DIVISION OF WATER RESOURCES

Bill Ritter, Jr.  
Governor

James B. Martin  
Executive Director

Dick Wolfe, P.E.  
Director/State Engineer

April 1, 2010

Delivered via e-mail

Fred Jarman  
Garfield County Building and Planning Department  
108 8<sup>th</sup> St., Suite 401  
Glenwood Springs, CO 81601

Re: Highline Ranch Subdivision Preliminary Plan  
Section 21, T6S, R93W 6<sup>th</sup> PM  
Water Division 5, Water District 45

Dear Fred:

We have reviewed additional information concerning the above-referenced preliminary plan to subdivide a parcel of approximately 39.7 acres into three residential parcels of approximately 9.8, 13.9, and 16 acres. The applicant proposes to provide water services through either two or three existing wells. All of the wells are operated pursuant to West Divide Water Conservancy District (District) Contracts #080828RM#2(a), #080828RM#3(a) and #090716RM#1(a). Sewage disposal is to be provided through individual systems.

The additional information consisted of a letter from Tim Decker of WestWater Associates dated March 15, 2010. The letter indicates that with sufficient storage capacity the House Well (Permit No. 68458-F) is capable of sustaining demands of one residence with approximately 650 gallons per day for other uses and the Cabin Well (Permit No. 68457-F) is capable of sustaining demands of two residences and the watering of four horses with about 2000 gallons per day for other uses. Noting that the existing storage capacity for the House Well and the proposed storage capacity for the Cabin Well are adequate for only in-house uses, additional storage capacity will be necessary for the proposed irrigation use.

For example, in 2003, the driest year for which climate data is available from the Rifle Climate Station, we estimate that 0.62 acre-feet (202,030 gallons) of water would be required to irrigate one acre of bluegrass. Based on the water available from each well for other uses, this would allow for approximately 4,000 square feet and 13,000 square feet of irrigated bluegrass from the House Well and Cabin Well, respectively. If the applicant plans on watering lawns every three days, three days of "extra" water must be stored to assure that adequate water is provided to the lawn. This would require additional storage of at approximately 2,000 gallons (3 days x 650 gallons per day) for the House Well and 6,000 gallons (3 days times 2,000 gallons per day) for the Cabin Well.

To assure that adequate water remains available for household uses it may be advisable to require separate storage tanks for irrigation since an irrigation system could easily drain all of the water from storage if there is line break or if the system is run either too long or too often.

Office of the State Engineer

1313 Sherman Street, Suite 818 • Denver, CO 80203 • Phone: 303-866-3581 • Fax: 303-866-3589  
www.water.state.co.us

**Also note that Permit No. 67687-F may be expired per CRS 37-90-137(3)(c) since evidence that a pump was installed was not received as of November 12, 2009. If a pump was installed no later than said date the applicant must submit evidence of such installation to prevent expiration of the permit. If a pump was not installed as of said date a new well permit must be obtained.**

All comments from our letter of August 12, 2009 that still apply are repeated below for completeness.

The well on the proposed Lot 1 was constructed under Permit No. 209345, which was issued pursuant to CRS 37-92-602(3)(b)(II)(A) as the only exempt well on a tract of land of 35 acres or more. Based on the comments in our June 2, 2009 letter the applicant obtained Well Permit No. 68458-F for this well pursuant to District Contract #090716RM#1(a) in place of Well Permit No. 209345, which has been canceled. Per the new permit the well may pump up to 1.17 acre-feet per year for ordinary household purposes inside one (1) single family dwelling, the irrigation of not more than 12,000 square feet (0.28 of an acre) of home gardens and lawns, and the watering of two (2) head of livestock and fire protection. All use of this well will be curtailed unless the water allotment contracts or a plan for augmentation is in effect. May Well 1 is to be used as the water supply for Lot 1 of the proposed Highline Ranch Subdivision.

The wells on the proposed Lots 2 and 3 were constructed under Permit Nos. 67687-F and 67688-F pursuant to CRS 37-90-137(2) and are and were, respectively, to be operated under the District's substitute water supply plan through a water allotment contract between the District and the well owner. Also based on our previous letter, and due to the low production of May Well 2, the applicant applied for and received Well Permit No. 68457-F for the May Well 3 pursuant to District Contracts #080828RM#2(a) and #080828RM#3(a) in place of Well Permit No. 67688-F, which has been canceled. Well Permit No. 68457-F allows the May Well 3, in combination with the May Well 2, to pump up to 2.34 acre-feet per year for ordinary household purposes inside two (2) single family dwellings, the irrigation of not more than 24,000 square feet (0.56 of an acre) of home gardens and lawns (12,000 square feet for each dwelling), and the watering of four (4) head of livestock (two for each dwelling) and fire protection. All use of this well will be curtailed unless the water allotment contracts or a plan for augmentation is in effect. May Well 3 is to be used as the water supply for Lots 2 and 3 of the proposed Highline Ranch Subdivision. Permit No. 67687-F, which was issued for the May Well 2, remains permitted to pump up to 1.12 acre-feet per year for ordinary household purposes inside one (1) single family dwelling, the irrigation of not more than 12,000 square feet (0.28 of an acre) of home gardens and lawns, and the watering of two (2) head of livestock and fire protection.

Pump Installation and Test Reports have not been filed for any of the three wells. Note that Pump Installation and Test Reports must be submitted for Permit Nos. 68457-F and 68458-F prior to August 12, 2010 to prevent the well permits from expiring on said dates.

The preliminary plan proposes that if Well No. 67687-F proves to be inadequate as a source for Lot 2, the supply for that lot would come from shared use of Well No. 67688-F on Lot 3. To effect this change, as noted above the owner of Well No. 67688-F applied for and received a permit to expand the use of the existing well.

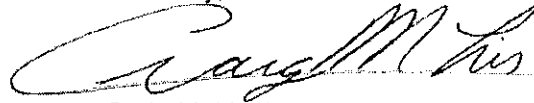
Based on the above, pursuant to CRS 30-28-136(1)(h)(I), the proposed water supply will not cause material injury to decreed water rights, and is adequate to provide water for in-house use in three residences, watering of four horses, and limited irrigation as described above, so

Fred Jarman  
Highline Ranch Subdivision Preliminary Plan

April 1, 2010  
Page 3

long as sufficient additional storage is provided. Note that it may advisable to require separate storage for irrigation water to assure that the domestic water supply is not inadvertently drained due to either incorrect operation or failure of the irrigation system. If you or the applicant has any questions concerning this matter, please contact this office for assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig M. Lis". The signature is written in a cursive style and is positioned above the printed name and title.

Craig M. Lis, P.E.  
Water Resources Engineer

CML/HighlineRanchSubdiv iii.doc

cc: Alan Martellaro, Division Engineer  
Bill West, District 45 Water Commissioner

HIGHLINE RANCH SUBDIVISION

Atten: Craig Lis

May well 1 permit #68458-F and May well 3 permit#68457-F will be the two wells used in this subdivision. Well 2 has been canceled. I am writing this letter because the Garfield county planning dept. wants you to be satisfied with my plan before I can be approved. I hired a hydrologist to go over my plan to help satisfy the water criteria. The well #1 has been in use since 1997 and has plenty of water in it to run the house supply, 4 head of live stock and lawn watering with 1200 gallons of fire protection. This also is the only home for this well. The test report is included in this fax and the pump installation report was completed in 1997. May well#3 will be used with lot #3 and lot2. The last letter you wrote said that this would be all right for in house use for two homes. The county wanted me to have a hydrologist lay out the plan for use with some irrigation for like pets and maybe a couple live stock animals, and with lawn watering and some fire protection. The county has seen the report and said it looked good to them. They told me if this satisfies you I can finally move on with this project. The report is included in this fax. Thank you for your time and help with this.

Ryan May  
Phone 9706189275  
e-mail ryanmay2@hotmail.com





**WestWater Associates, Inc.**

UPDATED  
& Reused

Tim L. Decker, CPG  
306 West Main Street  
Montrose, CO 81401  
(970) 249-5683  
Fax 249-5268

RECEIVED

NOV 18 2009

GARFIELD COUNTY  
BUILDING & PLANNING

Job#709-V  
Valley Pump/May

Mr. Robert Cockerham  
Valley Pump  
P.O. Box 1875  
Montrose, CO 81402

July 30, 2009

Re: – Well Testing – May House and Cabin Wells

Robert:

As per our verbal agreement, we have undertaken an evaluation of the geology, construction and well testing of the Cabin and Residence Well recently constructed on Lot 3, Highline Ranch at Rifle, Colorado, drilled by Stewart Water Wells. This summary memo provides our understanding of the construction, geology and testing of both wells.

**Testing House Well:** The well was drilled to a depth of 260 feet, with perforated 5” p.v.c from 200-260 feet, in “sandstone” formation. Valley Pump installed a 5 gpm test pump to a depth of 240 feet 20 feet off bottom, and testing commenced on July 10, 2009. Testing was initiated at 5 gpm at 9:00 a.m. on July 10, and water level measurements were taken with an electric sounder in a small diameter p.v.c. tube. Initial static water level was 153.1 feet and water levels declined to approximately 189.67 feet after 24 hours of production. Pumping rate was reduced to 3 gpm for 1 hour, then 1 gpm for the remainder of the test. The pump was then shut off and recovery data was collected for 12 hours, at which time water levels recovered to 170.5 feet. Attached you will find tabulation of all of the water level data collected during testing, including recovery readings after the pumping was terminated. The well produced a total of 3995 gallons of water during the 24 hours of testing.

Attached you will find two (2) graphical representations of modeling of the testing data: one for the pumping phase and a second for the recovery water level phase.

The well drew down 36.55 feet resulting in a specific capacity after 24-hours (gallons per minute divided by feet of drawdown), is approximately 0.03 gpm/ft. It is not unusual in hard, sandstone/shale, deep aquifer wells that the specific capacity will decline with time. With specific capacity of 0.03 gpm/ft., we believe the long term constant rate yield of this well will be 1 gpm. On a shorter term cyclical basis, we believe the well will produce 2-3 gpm for 6-8 hours, allowing an equal amount of time for recovery in between pumping cycles. Recovery rate after pumping was terminated was acceptable at the end of 12 hours. Therefore, we believe this well is capable of producing 1000-1500 gallons per day.



We believe this well should be capable of sustaining demands of a residence at this location. Typical in-house use for a family of four on a year-round basis is approximately 350 gpd, or 80 gallons per person, per day. With high occupancy during holidays and other times when the number of occupants may double, adequate storage built into the structure should sustain higher peak demands. We believe this well is capable of producing 1 gpm on a sustained basis and 2-3 gpm for periods of 6-8 hours.

We would recommend a smaller pump be installed in the well, and be cycled at low rates (1 gpm) into a storage cistern. This storage tank will serve as peak demand source, perhaps some fire protection water and storage should the pump fail or need to be serviced. We would recommend a minimum 3-day supply in storage at all times, which would equate to 3000 gallons, depending on size of the residence. This lower constant pumping rate will reduce wear on the pump and extend the life of well as the water should not draw down into the upper perforated zone.

**Testing Cabin Well:** This well was drilled to a total depth of 200 feet, with 4.5" p.v.c., perforated from 160-200 feet, opposite "sandstone". Valley Pump installed the test pump to a depth of 190 feet and testing commenced on July 10, 2009. Testing was initiated at 8 gpm at 11:15 a.m. on July 10, and water level measurements were taken with an electric sounder in a small diameter p.v.c. tube. Initial static water level was 147.55 feet and water levels declined to approximately 189.25 feet after 24 hours of production. The pump was restricted to 3 gpm after 4 hours and then shut off after 24-hours. Recovery data was collected for 12 hours. The well recovered to 166.5 feet after 12 hours showing 19 feet of residual drawdown. Attached you will find tabulation of all of the water level data collected during testing, including recovery readings after the pumping was terminated. The well produced a total of 5070 gallons of water during the 24 hours of testing.

Attached you will find two (2) graphical representations of modeling of the testing data: one for the pumping phase and a second for the recovery water level phase.

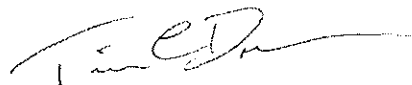
The well drew down 42.42 feet resulting in a specific capacity after 24-hours (gallons per minute divided by feet of drawdown), is approximately 0.09 gpm/ft. It is not unusual in hard, sandstone/shale, deep aquifer wells that the specific capacity will decline with time. With specific capacity of 0.1 gpm/ft., we believe the long term constant yield of this well will be 1-2 gpm. On a shorter term cyclical basis, we believe the well will produce 2-3 gpm for 6-8 hours, allowing an equal amount of time for recovery in between pumping cycles. Recovery rate after pumping was terminated was acceptable and, projected at the end of 24 hours, the water level would return to within 5 feet of original static.

We believe this well should be capable of sustaining demands of two residences at this location. Typical in-house use for a family of four on a year-round basis is approximately 350 gpd, or 80 gallons per person, per day. With high occupancy during holidays and other times when the number of occupants may double, adequate storage built into the structures should sustain higher peak demands. We believe this well is capable of producing 2-3 gpm on a sustained basis.

We would recommend a smaller pump be installed in the well, and be cycled at low rates (1-2 gpm) into storage cisterns. The storage tanks will serve as peak demand source, perhaps some fire protection water and storage should the pump fail or need to be serviced. We would recommend a minimum 3-day supply in storage at all times, which would equate to a minimum of 3000 gallons per residence, depending on size of the residences. This lower more constant pumping rate will reduce wear on the pump and extend the life of well as the water should not draw down into the upper perforated zone.

If you have any questions or comments, please don't hesitate to call our office at 970 249-5683.

Respectfully,

A handwritten signature in black ink, appearing to read "Tim L. Decker", with a long horizontal flourish extending to the right.

Tim L. Decker, C.P.G.

Attach: Graphs (4) Tables (2), Completion Reports

WELL CONSTRUCTION AND TEST REPORT  
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

For Office Use only

1. WELL PERMIT NUMBER 209345  
 2. OWNER NAME(S) RYAN MAY  
 Mailing Address 200 S.E. AVENUE, #106  
 City, St. Zip NEWCASTLE, CO 81647  
 Phone (970) 984-2084

RECEIVED  
 JUL 08 1998  
 WATER RESOURCES  
 STATE ENGINEER  
 COLO.

3. WELL LOCATION AS DRILLED: SE 1/4 SE 1/4, Sec. 21 Twp. 6 S Range 93 W  
 DISTANCES FROM SEC. LINES:  
125 ft. from S Sec. line, and 200 ft. from E Sec. line. OR  
(north or south) (east or west)  
 SUBDIVISION: \_\_\_\_\_ LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ FILING(UNIT) \_\_\_\_\_  
 STREET ADDRESS AT WELL LOCATION: \_\_\_\_\_

4. GROUND SURFACE ELEVATION 5975 ft. DRILLING METHOD AIR ROTARY  
 DATE COMPLETED 5-23-98 TOTAL DEPTH 260 ft. DEPTH COMPLETED 260 ft.

5. GEOLOGIC LOG:  
 Depth Description of Material (Type, Size, Color, Water Location)  
0-5 top soil  
5-8 white soil possible Saturn Breeds.  
8-63 shale grey soft  
62-127 sandy shale  
127-175 shale grey  
175-220 sandy shale  
220-260 sandstone 5 gpm/min

REMARKS: \_\_\_\_\_

6. HOLE DIAM. (in.) From (ft) To (ft)

9.25	0	20
6.5	20	260

7. PLAIN CASING

OD (in)	Kind	Wall Size	From(ft)	To(ft)
5	PVC	sch 40	10	200
7	Steel	188	+1	20

PERF. CASING: Screen Slot Size: 20

5	PVC	Sch 40	200	260
---	-----	--------	-----	-----

8. FILTER PACK:  
 Material N/A  
 Size \_\_\_\_\_  
 Interval \_\_\_\_\_

9. PACKER PLACEMENT:  
 Type N/A  
 Depth \_\_\_\_\_

10. GROUTING RECORD:

Material	Amount	Density	Interval	Placement
Portland	2445	5.8	10-20	foot.

11. DISINFECTION: Type HTH 70% Amt. Used 3 cups

12. WELL TEST DATA:  Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well Test.  
 TESTING METHOD Air Blow  
 Static Level 150 ft. Date/Time measured 5-25-98 Production Rate 5 gpm.  
 Pumping level \_\_\_\_\_ ft. Date/Time measured \_\_\_\_\_ Test length (hrs.) 2 hrs  
 Remarks \_\_\_\_\_

13. I have read the statements STEWART WATER WELL INC and know the contents thereof, and that they are true to my knowledge. (Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements is a misdemeanor in the second degree and is punishable as a class 1 misdemeanor.)  
 CONTRACTOR STEWART WATER WELL INC ENGLEWOOD, CO 80110 Phone (303) 781-7330 Lic. No. 1286  
 Mailing Address \_\_\_\_\_

Name/Title (Please type or print) GEORGE STEWART, OWNER Signature George Stewart Date 7-29-98

**WestWater Associates, Inc.**  
**306 West Main Street**  
**Montrose, CO 81401**  
**(970) 249-5683**

**Pumping Test - W Level Data**

Page 1 of 1

Project: Ryan May House Well

Number: 209345

Client: Valley Pump

Location: Rifle

Pumping Test: Pumping Test 1

Pumping well: Well 1

Test conducted by: Randy

Test date: 7/10/2009

Discharge: variable, average rate 1.084 [U.S. gal/min]

Observation well: Well 1

Static water level [ft]: 153.18

Radial distance to PW [ft]: -

	Time [min]	Water Level [ft]	Drawdown [ft]
1	1	155.56	2.38
2	2	156.38	3.20
3	3	158.18	5.00
4	4	159.27	6.09
5	5	159.97	6.79
6	7	161.10	7.92
7	10	161.66	8.48
8	15	162.41	9.23
9	20	163.69	10.51
10	25	165.47	12.29
11	30	168.21	15.03
12	40	171.30	18.12
13	50	179.57	26.39
14	60	187.00	33.82
15	75	189.13	35.95
16	90	189.48	36.30
17	105	189.34	36.16
18	120	189.71	36.53
19	150	189.64	36.46
20	180	189.81	36.63
21	210	189.67	36.49
22	240	189.52	36.34
23	300	189.63	36.45
24	360	189.69	36.51
25	420	189.67	36.49
26	480	189.71	36.53
27	540	189.74	36.56
28	600	189.71	36.53
29	720	189.73	36.55
30	840	189.69	36.51
31	1080	189.71	36.53
32	1320	189.78	36.60
33	1440	189.69	36.51
34	1441	187.38	34.20
35	1442	186.90	33.72
36	1443	186.13	32.95
37	1445	185.13	31.95
38	1447	184.94	31.76
39	1450	183.99	30.81
40	1460	183.21	30.03
41	1470	182.56	29.38
42	1500	181.94	28.76
43	1530	180.60	27.42
44	1560	179.56	26.38
45	1620	177.85	24.67
46	1680	174.74	21.56
47	1740	173.29	20.11
48	1800	171.77	18.59
49	1920	171.06	17.88
50	1980	170.85	17.67
51	2040	170.77	17.59
52	2160	170.15	16.97

**WestWater Associates, Inc.**  
**306 West Main Street**  
**Montrose, CO 81401**  
**(970) 249-5683**

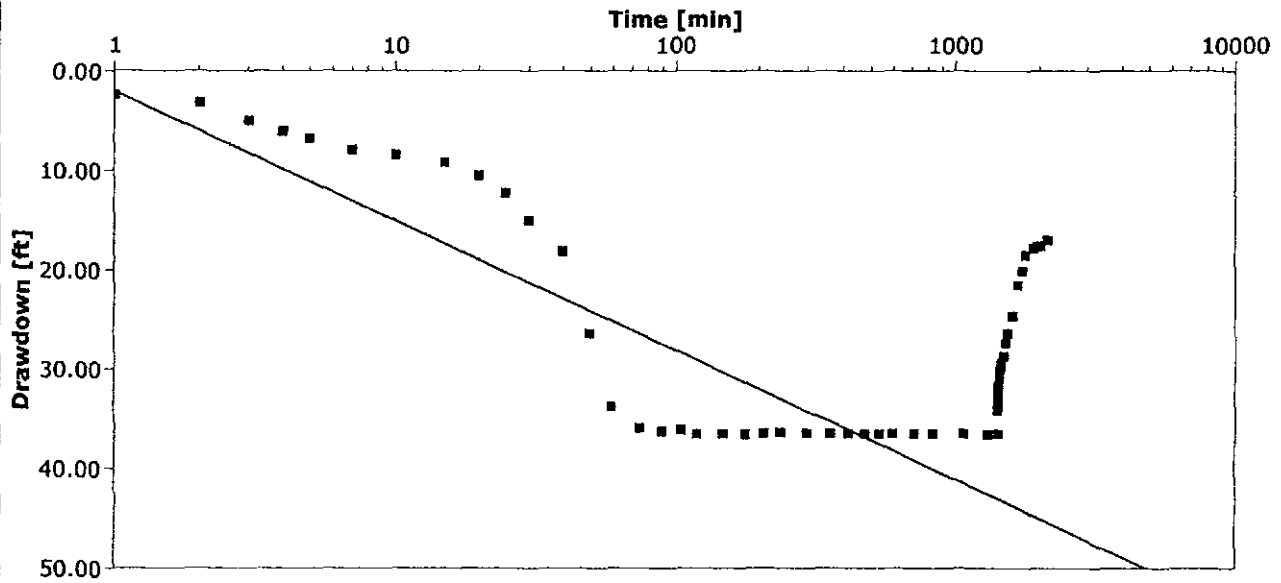
**Pumping Test Analysis Report**

Project: Ryan May House Well

Number: 209345

Client: Valley Pump

Location: Riffe	Pumping Test: Pumping Test 1	Pumping well: Well 1
Test conducted by: Randy		Test date: 7/10/2009
Analysis performed by: JD	Cooper Jacob	Analysis date: 7/24/2009
Aquifer Thickness: 60.00 ft	Discharge: variable, average rate 1.084 [U.S. gal/min]	



Calculation after Cooper & Jacob

Observation well	Transmissivity [ft <sup>2</sup> /d]	Hydraulic Conductivity [ft/d]	Storage coefficient	Radial distance to PW [ft]
Well 1	$2.94 \times 10^0$	$4.90 \times 10^{-2}$	$1.84 \times 10^{-2}$	0.42

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**306 West Main Street**  
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**Pumping Test Analysis Report**

Project: Ryan May House Well

Number: 209345

Client: Valley Pump

Location: Rifle

Pumping Test: Pumping Test 1

Pumping well: Well 1

Test conducted by: Randy

Test date: 7/10/2009

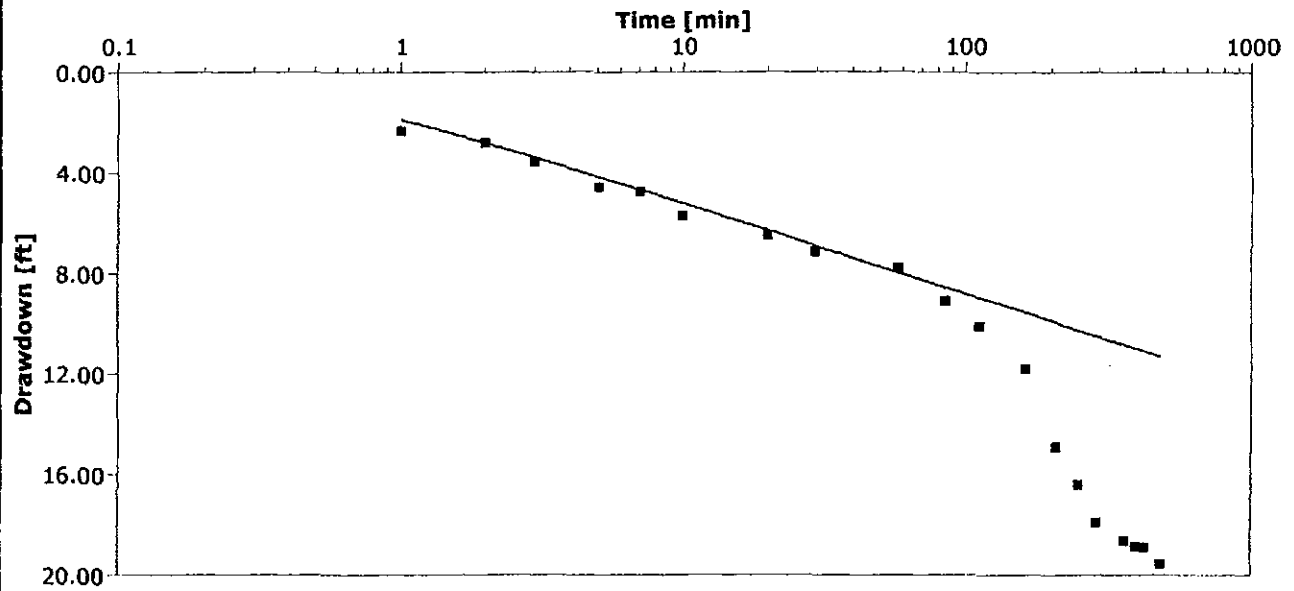
Analysis performed by: JD

Recovery

Analysis date: 7/24/2009

Aquifer Thickness: 60.00 ft

Discharge: variable, average rate 1.084 [U.S. gal/min]



Calculation after AGARWAL + Theis

Observation well	Transmissivity [ft <sup>2</sup> /d]	Hydraulic Conductivity [ft/d]	Storage coefficient	Radial distance to PW [ft]
Well 1	$9.74 \times 10^0$	$1.62 \times 10^{-1}$	$3.24 \times 10^{-2}$	0.42



**WestWater Associates, Inc.**  
**306 West Main Street**  
**Montrose, CO 81401**  
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**Pumping Test - Water Level Data** Page 1 of 1  
 Project: Ryan May Cabin Well  
 Number: 67688-F  
 Client: Valley Pump

Location: Rifle      Pumping Test: Pumping Test 1      Pumping well: Well 1  
 Test conducted by: Randy      Test date: 7/10/2009      Discharge: variable, average rate 3.789 [U.S. gal/min]  
 Observation well: Well 1      Static water level [ft]: 147.58      Radial distance to PW [ft]: -

	Time [min]	Water Level [ft]	Drawdown [ft]
1	1	147.58	0.00
2	2	148.19	0.61
3	3	148.98	1.40
4	4	150.52	2.94
5	5	151.00	3.42
6	7	152.27	4.69
7	10	153.33	5.75
8	15	153.94	6.36
9	20	154.29	6.71
10	25	154.38	6.80
11	30	154.98	7.40
12	40	155.52	7.94
13	50	156.19	8.61
14	60	156.74	9.16
15	75	157.35	9.77
16	90	159.48	11.90
17	105	161.91	14.33
18	120	163.59	16.01
19	150	169.29	21.71
20	180	175.74	28.16
21	210	183.38	35.80
22	240	187.62	40.04
23	300	189.17	41.59
24	360	190.00	42.42
25	420	189.46	41.88
26	480	189.35	41.77
27	540	189.08	41.50
28	600	189.00	41.42
29	720	189.10	41.52
30	840	189.35	41.77
31	1080	189.23	41.65
32	1320	189.25	41.67
33	1440	189.25	41.67
34	1441	185.04	37.46
35	1442	182.35	34.77
36	1443	179.69	32.11
37	1445	176.33	28.75
38	1447	175.30	27.72
39	1450	174.83	27.25
40	1460	174.10	26.52
41	1470	173.98	26.40
42	1500	173.12	25.54
43	1530	172.38	24.80
44	1560	171.75	24.17
45	1620	171.23	23.65
46	1680	170.52	22.94
47	1740	169.15	21.57
48	1800	168.63	21.05
49	1920	167.15	19.57
50	1980	167.00	19.42
51	2040	166.94	19.36
52	2160	166.39	18.81



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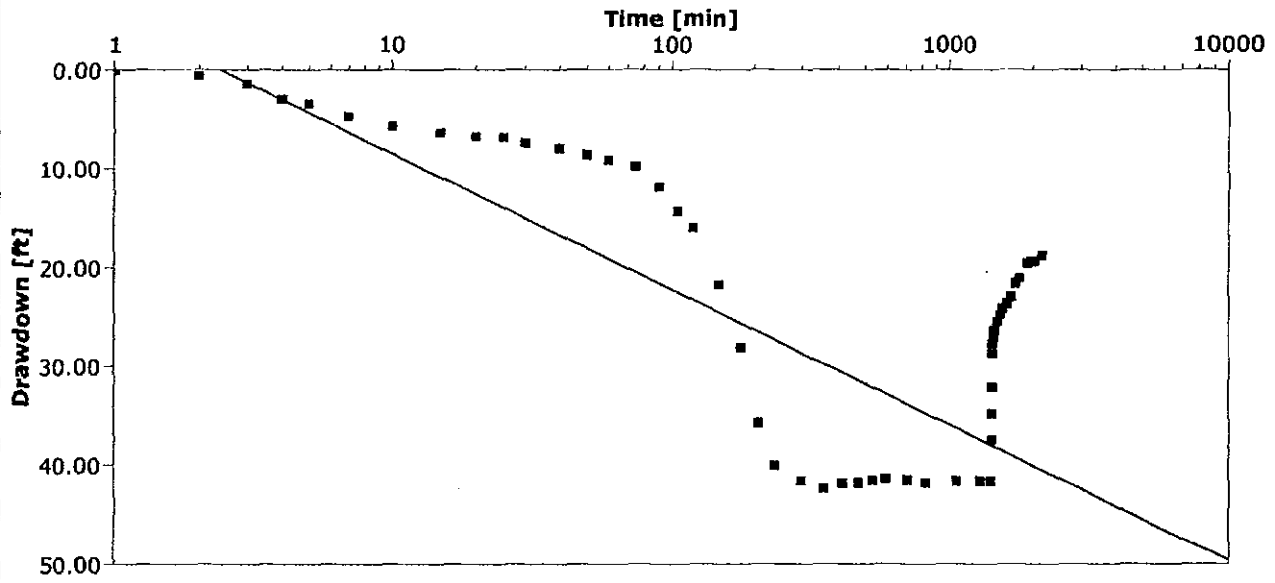
**Pumping Test Analysis Report**

Project: Ryan May Cabin Well

Number: 67688-F

Client: Valley Pump

Location: Rifle	Pumping Test: Pumping Test 1	Pumping well: Well 1
Test conducted by: Randy		Test date: 7/10/2009
Analysis performed by: JD	Cooper Jacob	Analysis date: 7/24/2009
Aquifer Thickness: 40.00 ft	Discharge: variable, average rate 3.789 [U.S. gal/min]	



Calculation after Cooper & Jacob

Observation well	Transmissivity [ft <sup>2</sup> /d]	Hydraulic Conductivity [ft/d]	Storage coefficient	Radial distance to PW [ft]
Well 1	$9.74 \times 10^0$	$2.43 \times 10^{-1}$	$2.62 \times 10^{-1}$	0.38

**WestWater Associates, Inc.**  
**306 West Main Street**  
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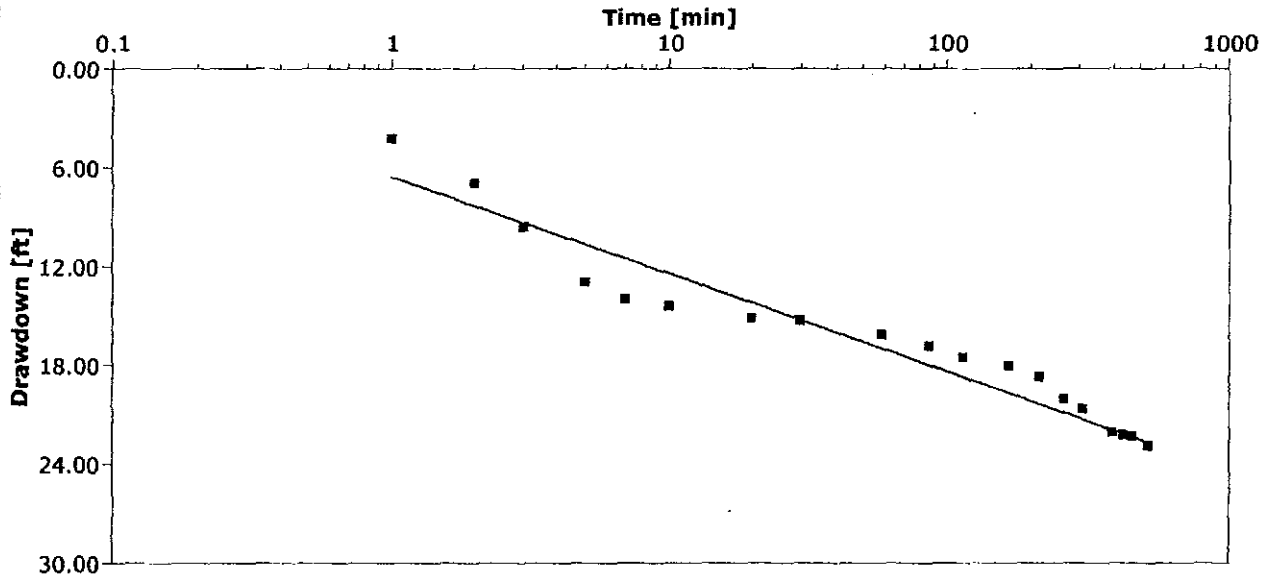
**Pumping Test Analysis Report**

Project: Ryan May Cabin Well

Number: 67688-F

Client: Valley Pump

Location: Riffe	Pumping Test: Pumping Test 1	Pumping well: Well 1
Test conducted by: Randy		Test date: 7/10/2009
Analysis performed by: JD	Recovery	Analysis date: 7/24/2009
Aquifer Thickness: 40.00 ft	Discharge: variable, average rate 3.789 [U.S. gal/min]	



Calculation after AGARWAL + Theis

Observation well	Transmissivity [R <sup>2</sup> /d]	Hydraulic Conductivity [ft/d]	Storage coefficient	Radial distance to PW [ft]
Well 1	$1.77 \times 10^1$	$4.43 \times 10^{-4}$	$1.64 \times 10^{-2}$	0.38

**APPLICATION TO LEASE WATER FROM  
WEST DIVIDE WATER CONSERVANCY DISTRICT**  
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

**APPLICANT INFORMATION**

Name: Ryan May  
Mailing address: 1120 Cedar Breaks  
Rifle, CO 81650  
Telephone: 618-9275  
Authorized agent: \_\_\_\_\_

2. COURT CASE #s: Decree Case No. \_\_\_\_\_  
Augmentation Plan Case No. \_\_\_\_\_

**3. USE OF WATER  
RESIDENTIAL**

Number of main residences: 1 No. ADU's \_\_\_\_\_  
Subdivision: No. constructed units: \_\_\_\_\_ No. vacant lots \_\_\_\_\_  
Home garden/lawn irrigation of 12,000 total sq. ft.  
Method of irrigation: flood \_\_\_\_\_ sprinkler  other \_\_\_\_\_  
Non-commercial animal watering of 2 animals  
Fire Protection   
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

*Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.*

**COMMERCIAL**

Number of units: \_\_\_\_\_ Total sq. ft. of commercial units: \_\_\_\_\_  
Description of use: \_\_\_\_\_

**INDUSTRIAL**

Description of use: \_\_\_\_\_

Evaporation: Maximum water surface to be exposed: \_\_\_\_\_

Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

**MUNICIPAL**

Description of use: \_\_\_\_\_

**DIRECT PUMPING**

Tributary: \_\_\_\_\_  
Location: \_\_\_\_\_

**4. SOURCE OF WATER**

Structure: Well Structure Name: May Well #3  
Source: surface \_\_\_\_\_ storage \_\_\_\_\_ ground water   
Current Permit # \_\_\_\_\_ (attach copy)

**5. LOCATION OF STRUCTURE**

Garfield SE 1/4 SE 1/4  
County Quarter/quarter Quarter  
21 6S 93W 6th  
Section Township Range P. M.

Distance of well from section lines:  
685 ft from East line  
160 ft from South line  
Elevation: 6100  
Well location address: tbd Mustang Mesa, Rifle

(Attach additional pages for multiple structures)

**6. LAND ON WHICH WATER WILL BE USED**

(Legal description may be provided as an attachment.)  
Parcel 3 of SE1/4SE1/4 S21, T6S, R93W, 6th P.M.

Number of acres in tract: 16.299

*Inclusion into the District, at Applicant's expense, may be required.*

**7. TYPE OF SEWAGE SYSTEM**

Septic tank/absorption leach field  Central System \_\_\_\_\_ Other \_\_\_\_\_  
District name: \_\_\_\_\_

**8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:**

1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

*Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.*

*A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.*

*Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.*

Applicant Signature \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Application Date: August 13, 2008

**ISSUED AS AREA B CONTRACT**

\_\_\_\_\_ YES \_\_\_\_\_  NO

**WATER USE ESTIMATES  
COLORADO RIVER SERVICE AREA  
WEST DIVIDE WATER CONSERVANCY DISTRICT**

APPLICANT: Ryan May

Contract Amount w/ 5% Transit Loss = **0.63** acre feet

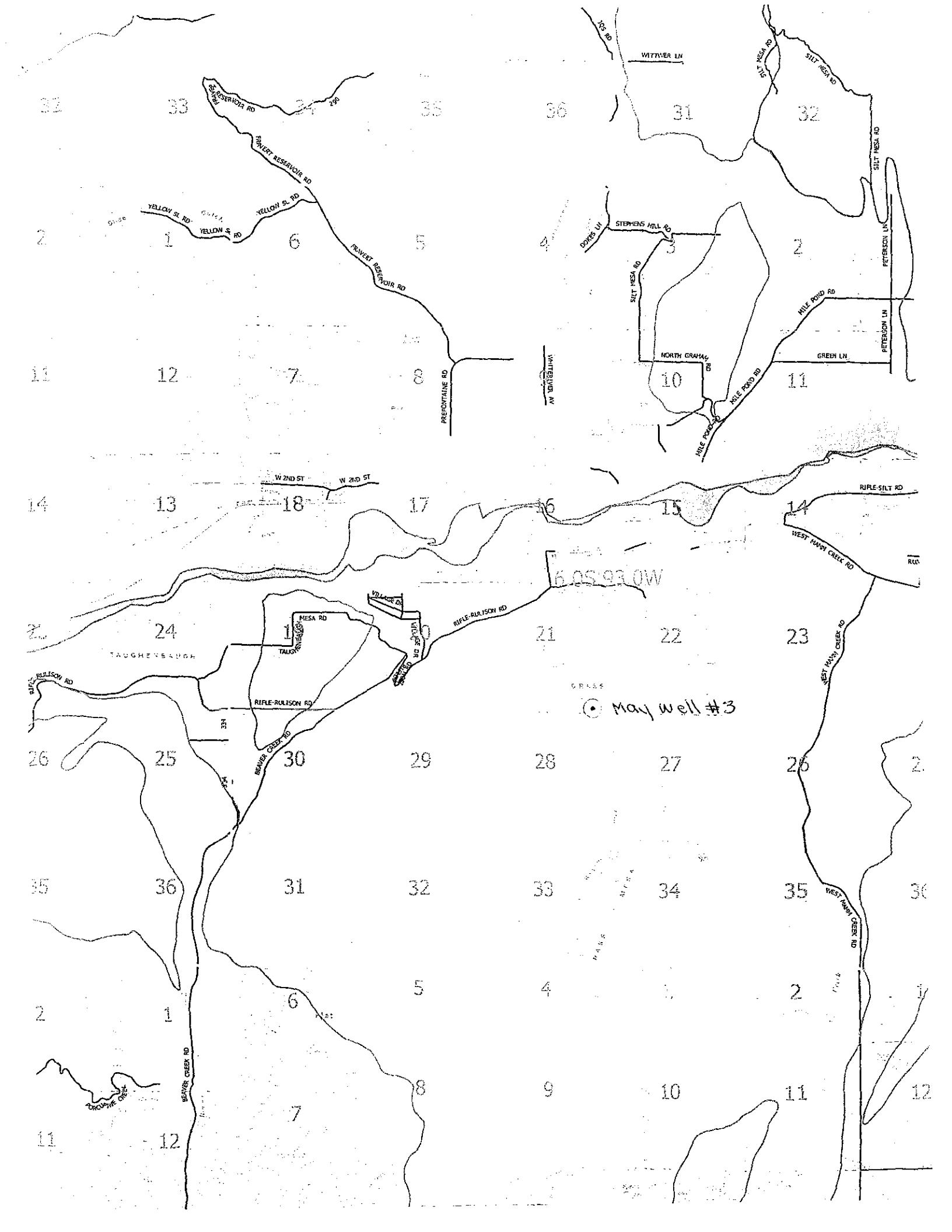
DWELLING UNITS:	<b>1</b>
IRRIGATED AREA (SQ FT):	<b>12000</b>
COMMERCIAL AREA (SQ FT):	<b>0</b>
NO. OF LIVESTOCK:	<b>2</b>
ELEVATION (MSL):	<b>6100</b>

Transit Loss= 5.0%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	Unit Value: Irrigation Diversion (ft)	Unit Value: Irrigation C.U. (ft)	In House Diversion (AF)	In House C.U. (AF)	Commercial Diversion (AF)	Commercial C.U. (AF)	Irrigation Diversion (AF)	Irrigation C.U. (AF)	Livestock Diversion & C.U. (AF)	Total Diversion (AF)	Total C.U. (AF)	Total Contract Amount (AF)
JAN			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
FEB			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.034	0.006	0.007
MAR			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
APR	0.049	0.039	0.03	0.00	0.00	0.00	0.01	0.01	0.00	0.050	0.018	0.018
MAY	0.364	0.291	0.03	0.00	0.00	0.00	0.10	0.08	0.00	0.142	0.087	0.092
JUN	0.526	0.421	0.03	0.00	0.00	0.00	0.14	0.12	0.00	0.188	0.123	0.129
JUL	0.568	0.454	0.03	0.00	0.00	0.00	0.16	0.13	0.00	0.201	0.132	0.139
AUG	0.445	0.356	0.03	0.00	0.00	0.00	0.12	0.10	0.00	0.166	0.105	0.110
SEP	0.316	0.253	0.03	0.00	0.00	0.00	0.09	0.07	0.00	0.127	0.077	0.080
OCT	0.081	0.065	0.03	0.00	0.00	0.00	0.02	0.02	0.00	0.061	0.025	0.026
NOV			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.036	0.007	0.007
DEC			<u>0.03</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.037</u>	<u>0.007</u>	<u>0.007</u>
TOTAL	2.349	1.879	0.39	0.06	0.00	0.00	0.65	0.52	0.02	1.117	0.601	0.631

- |  |   |
|--|---|
| <p>(1) 80% irrigation efficiency for sprinkler systems</p> <p>(2) Blaney Criddle assessment with Pochop adjustments</p> <p>(3) 350 gallons per day per residence</p> <p>(4) 15% consumptive use for ISDS systems</p> <p>(5) 200 gallons per day per 1000 sq ft of commercial space</p> <p>(6) 15% consumptive use for ISDS systems</p> | <p>(7) Column (1) * irrigated area in acres</p> <p>(8) Column (2) * irrigated area in acres</p> <p>(9) Livestock use at 11 gallons per head per day</p> <p>(10) Column (3) + Column (5) + Column (7) + Column (9) plus 5% transit loss</p> <p>(11) Column (4) + Column (6) + Column (8) + Column (9)</p> <p>(12) Column (11) plus 5% transit loss</p> |
|--|---|

**Confidentiality Notice:** This spreadsheet, including all attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, copying, distribution or action taken in reliance on the contents of the information contained in this spreadsheet is strictly prohibited. Thank you.



FRANKLY RESERVOIR RD  
FRANKLY RESERVOIR

YELLOW S. RD  
YELLOW S. RD

STEPHENS HILL RD  
SILT MESA RD

NORTH GRAHAM RD

W 2ND ST  
W 2ND ST

RIFLE-SILT RD

6 05 93 OW

TAUGHENSAUGH

RIFLE-RULISON RD

GRASS

May well #3

BEAVER CREEK RD

WEST HAWK CREEK RD

BEAVER CREEK

WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT

Name of Applicant: Ryan May  
Quantity of Water in Acre Feet: 1

Applicant, hereby applies to the West Divide Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of C.R.S. 1973, Section 37-45-101, et seq., (hereinafter referred to as the "District") for an allotment contract to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this Contract and the attached Application, Applicant hereby agrees to the following terms and conditions:

1. Water Rights: Applicant shall own water rights at the point of diversion herein lawfully entitling Applicant to divert water, which will be supplemented and augmented by water leased herein. If Applicant intends to divert through a well, it must be understood by Applicant that no right to divert exists until a valid well permit is obtained from the Colorado Division of Water Resources.

2. Quantity: Water applied for by the Applicant in the amount set forth above shall be diverted at Applicant's point of diversion from the District's direct flow water rights, and when water is unavailable for diversion pursuant to administration by the Colorado State Engineer during periods when said direct flow water right is not in priority, the District shall release for the use of Applicant up to said quantity in acre feet per year of storage water owned or controlled by the District. It is understood that any quantity allotted from direct flow, storage or otherwise, to the Applicant by the District will be limited by the priority of the District's decrees and by the physical and legal availability of water from District's sources. Any quantity allotted will only be provided so long as water is available and the Applicant fully complies with all of the terms and conditions of this Contract. The District and the Applicant recognize that some of the District's decrees may be in the name of the Colorado River Water Conservation District, and the ability of the District to allot direct flow right to the Applicant may be dependent on the consent of the Colorado River Water Conservation District. If at any time the Applicant determines it requires less water than the amount herein provided, Applicant may so notify the District in writing, and the amount of water allotted under this Contract shall be reduced permanently in accordance with such notice. Rates shall be adjusted accordingly in following water years only.

3. Beneficial Use and Location of Beneficial Use: Any and all water allotted Applicant by the District shall be used for the following beneficial use or uses: industrial, municipal, domestic and related uses, or commercial (except for commercial use from Alsbury Reservoir and except to the extent that Ruedi Reservoir water may not be available for commercial as that term is defined on Page 5 of Contract No. 2-07-70-WO547 between the United States and the West Divide Water Conservancy District). Applicant's beneficial use of any and all water allotted shall be within or through facilities or upon land owned, leased, operated, or under Applicant's control.

4. Decrees and Delivery: Exchange releases made by the District out of storage from Ruedi Reservoir, Green Mountain Reservoir, Alsbury Reservoir, or other works or facilities of the District, or from other sources available to the District, shall be delivered to the Applicant at the outlet works of said storage facilities or at the decreed point of diversion for said other sources, and release or delivery of water at such outlet or points shall constitute performance of the District's total obligation. Delivery of water by the District from Ruedi Reservoir or Green

Mountain Reservoir shall be subject to the District's lease contracts with the United States Bureau of Reclamation. Releases from other facilities available to District shall be subject to the contracts, laws, rules, and regulations governing releases therefrom. Furthermore, the District hereby expressly reserves the right to store water and to make exchange releases from structures that may be built or controlled by the District in the future, so long as the water service to the Applicant pursuant to this agreement, is not impaired by said action. Any quantity of the Applicant's allocation not delivered to or used by Applicant by the end of each water year (October 1), shall revert to the water supplies of the District. Such reversion shall not entitle Applicant to any refund of payment made for such water.

Water service provided by the District shall be limited to the amount of water available in priority at the original point of diversion of the District's applicable water right, and neither the District, nor those entitled to utilize the District's decrees, may call on any greater amount at new or alternate points of diversion. The District shall request the Colorado Division of Water Resources to estimate any conveyance losses between the original point and any alternate point, and such estimate shall be deducted from this amount in each case.

Water service provided by the District for properties located within the Bluestone and Silt Water Conservancy Districts is provided pursuant to Agreements with said Districts. The Intergovernmental Agreement between the District and the Silt Water Conservancy District, dated January 25, 2001, is recorded as Reception No. 575691, Garfield County Clerk and Recorder's Office. The Intergovernmental Memorandum of Understanding between the District and the Bluestone Water Conservancy District, dated April 26, 2001, is recorded as Reception No. 584840, Garfield County Clerk and Recorder's Office.

5. Alternate Point of Diversion and Plan of Augmentation: Decrees for alternate points of diversion of the District's water rights or storage water may be required in order for Applicant to use the water service contemplated hereunder. Obtaining such decree is the exclusive responsibility of Applicant. The District reserves the right to review and approve any conditions which may be attached to judicial approval of said alternate point of diversion as contemplated or necessary to serve Applicant's facilities or lands. Applicant acknowledges and agrees that it shall be solely responsible for the procedures and legal engineering costs necessary for any changes in water rights contemplated herein, and further agrees to indemnify the District from any costs or losses related thereto. Applicant is solely responsible for providing works and facilities necessary to obtain/divert the waters at said alternate point of diversion and deliver them to Applicant's intended beneficial use. Irrespective of the amount of water actually transferred to the Applicant's point of diversion, the Applicant shall make annual payments to the District based upon the amount of water allotted under this Contract.

In the event the Applicant intends to apply for an alternate point of diversion and to develop an augmentation plan and institute legal proceedings for the approval of such augmentation plan to allow the Applicant to utilize the water allotted to Applicant hereunder, the Applicant shall give the District written notice of such intent. In the event the Applicant develops and adjudicates its own augmentation plan to utilize the water allotted hereunder, Applicant shall not be obligated to pay any amount under Paragraph 19 below. In any event, the District shall have the right to approve or disapprove the Applicant's augmentation plan and the Applicant shall provide the District copies of such plan and of all pleadings and other papers filed with the water court in the adjudication thereof.

6. Contract Payment: Non-refundable, one time administrative charge, in the amount determined by the Board of Directors of the District from time to time, shall be submitted with the application for consideration by the District.

Annual payment for the water service described herein shall be determined by the Board of Directors of the District. The initial annual payment shall be made in full, within thirty (30) days after the date of notice to the Applicant that the initial payment is due. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price which is applicable to that year.

Annual payments for each year thereafter shall be due and payable by the Applicant on or before each January 1. If an annual payment is not made by the due date a flat \$50 late fee will be assessed. Final written notice prior to cancellation will be sent certified mail, return receipt requested, to the Applicant at such address as may be designated by the Applicant in writing or set forth in this Contract or Application. Water use for any part of a water year shall require payment for the entire water year. Nothing herein shall be construed so as to prevent the District from adjusting the annual rate in its sole discretion for future years only.

If payment is not made within fifteen (15) days after the date of said written notice, Applicant shall at District's sole option have no further right, title or interest under this Contract without further notice, and delivery may be immediately curtailed. The allotment of water, as herein made, may be transferred, leased, or otherwise disposed of at the discretion of the Board of Directors of the District.

Upon cancellation of this water allotment Contract with the District, the District shall notify the Division of Water Resources offices in Denver and Glenwood Springs. The Division of Water Resources may then order cessation of all water use.

7. Additional Fees and Costs: Applicant agrees to defray any expenses incurred by the District in connection with the allotment of water rights hereunder, including, but not limited to, reimbursement of legal and engineering costs incurred in connection with any water rights and adjudication necessary to allow Applicant's use of such allotted water rights.

8. Assignment: This Contract shall not inure to the benefit of the heirs, successors or assigns of Applicant, without the prior written consent of the District's Board of Directors. Any assignment of Applicant's rights under this Contract shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of Contract rights and the assumption of Contract obligations by assignees and successors. Nothing herein shall prevent successors to a portion of Applicant's property from applying to the District for individual and separate allotment Contracts. No assignment shall be recognized by the District except upon completion and filing of proper forms for assignment and change of ownership.

In the event the water allotted pursuant to this Contract is to be used for the benefit of land which is now or will subsequently be subdivided or held in separate ownership, the Applicant may only assign the Applicant's rights hereunder to: 1) No more than three separate owners all of whom shall be party to a well sharing agreement satisfactory to the District; or 2) A homeowners association, water district, water and sanitation district or other special district properly organized and existing under the laws of the State of Colorado, and then, only if such parties, association or special district establishes to the satisfaction of the District that it has the ability and authority to perform the Applicant's obligations under this Contract. In no event shall the owner of a portion, but less than all, of the Applicant's property to be served under this Contract have any rights hereunder, except as such rights may exist pursuant to a well sharing agreement or through a homeowners association or special district as provided above.

Upon the sale of the real property to which this Contract pertains, Applicant shall make buyer aware of this Contract and proper forms for assignment and change of ownership must be completed.



9. Other Rules: Applicant shall be bound by the provisions of the Water Conservancy Act of Colorado; by the rules and regulations of the Board of Directors of the District; and all amendments thereof and supplements thereto and by all other applicable law.

10. Operation and Maintenance Agreement: Applicant shall enter into an "Operation and Maintenance Agreement" with the District under terms and conditions determined by the board of Directors of the District, if and when, the Board of said District determines in its sole discretion that such an agreement is required. Said agreement may contain, but shall not be limited to, provisions for additional annual monetary consideration for extension of District delivery services and for additional administration, operation, and maintenance costs; or for other costs to the District which may arise through services made available to the Applicant.

11. Change of Use: The District reserves the exclusive right to review, re-approve or disapprove any proposed change in use of the water allotted hereunder. Any use other than that set forth herein or any lease or sale of the water or water rights allotted hereunder without the prior written approval of the District shall be deemed to be a material breach of this Contract.

12. Use and Place of Use: Applicant agrees to use the water in the manner and on the property described in the documents submitted to the District at the time this Contract is executed, or in any operation and maintenance agreement provided by Applicant. Any use other than as set forth thereon or any lease or sale of the water or water rights herein, other than as permitted in paragraph 8 above, shall be deemed to be a material breach of this agreement.

13. Title: It is understood and agreed that nothing herein shall be interpreted to give the Applicant any equitable or legal fee title interest in or to any water or water rights referred to herein.

14. Conservation: Applicant shall use commonly accepted conservation practices with respect to the water and water rights herein, and hereby agrees to be bound by any conservation plan adopted hereafter by the District for use of District owned or controlled water or water rights.

15. Restrictions: Applicant shall restrict actual diversions to not exceed the contract amount for ordinary household purposes, the watering of domestic livestock, fire protection, and the irrigation of lawn and garden as specified in the Application.

Applicant shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources.

Watering of livestock shall be restricted to Applicant's domestic animals not to be used for commercial purposes unless Applicant obtains approval from the Colorado Division of Water Resources for commercial use/livestock watering, provided that in no event shall actual diversions exceed the amount of water provided by this Contract.

Violation of this paragraph 15 shall be deemed to be a material breach of this Contract.

16. Well Permit: If Applicant intends to divert through a well, then Applicant must provide to District a copy of Applicant's valid well permit before District is obligated to deliver any water hereunder.

17. Measuring Device or Meter: Applicant agrees to provide, at its own expense, a measuring device deemed acceptable by the District's Engineer after consultation, or a totalizing flow meter with remote readout to continuously and accurately measure at all times all

water diverted pursuant to the terms of Applicant's water right and the terms of this Contract. Applicant agrees to provide accurate readings from such device or meter to District upon District's request. Applicant acknowledges that failure to comply with this paragraph could result in legal action to terminate Applicant's diversion of water by the State of Colorado Division of Water Resources. By signing this Contract, Applicant hereby specifically allows District, through its authorized agent, to enter upon Applicant's property during ordinary business hours for the purposes of determining Applicant's actual use of water.

18. Representations: By executing this Contract, Applicant agrees that it is not relying on any legal or engineering advice that Applicant may believe has been received from the District. Applicant further acknowledges that it has obtained all necessary legal and engineering advice from Applicant's own sources other than the District. Applicant further acknowledges that the District makes no guarantees, warranties, or assurances whatsoever about the quantity or quality of water available pursuant to this Contract. Should the District be unable to provide the water contracted for herein, no damages may be assessed against the District, nor may Applicant obtain a refund from the District.

19. Costs of Water Court Filing and Augmentation Plan: Should the District, in its own discretion, choose to include Applicant's Contract herein in a water court filing for alternate point of diversion or plan of augmentation, then Applicant hereby agrees to pay to the District, when assessed, an additional fee representing the District's actual and reasonable costs and fees for Applicant's share of the proceedings. Applicant shall be assessed a pro-rata share of the total cost incurred by the District in preparing, filing and pursuing to decree the water court case. The pro-rata share shall be calculated by dividing such total cost by the number of contractees included in the filing. To the extent that the District is caused additional costs because of objection filed specifically due to the inclusion of Applicant's Contract in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees.

20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application to Lease Water From West Divide Water Conservancy District" fully completed by Applicant and approved by the District's engineer. Said attachments shall by this reference thereto be incorporated into the terms of this agreement. All correspondence from the District to Applicant referring to or relating to this agreement is by this reference incorporated into this agreement as further terms and conditions of this agreement.

21. Warning: IT IS THE SOLE RESPONSIBILITY OF THE APPLICANT TO OBTAIN A VALID WELL PERMIT OR OTHER WATER RIGHT IN ORDER TO DIVERT WATER, INCLUDING THE WATER ACQUIRED UNDER THIS CONTRACT. IT IS THE CONTINUING DUTY OF THE APPLICANT TO MAINTAIN THE VALIDITY OF THE WELL PERMIT OR WATER RIGHT INCLUDING FILING FOR EXTENSIONS OF PERMITS, FILING WELL COMPLETION REPORTS, FILING STATEMENTS OF BENEFICIAL USE, OR OTHERWISE LAWFULLY APPLYING THE WATER TO BENEFICIAL USE ON A REGULAR BASIS WITHOUT WASTE.

22. AREA B. CONTRACTS: IF APPLICANT'S WELL OR OTHER WATER RIGHT THAT IS THE SUBJECT OF THIS CONTRACT IS LOCATED OUTSIDE "AREA A" AS DESIGNATED BY THE DISTRICT, THEN THIS PARAGRAPH APPLIES: THE AUGMENTATION WATER PROVIDED BY THE DISTRICT UNDER THIS CONTRACT MAY ONLY PROTECT APPLICANT'S WATER RIGHT FROM A CALL ON THE COLORADO RIVER AND MAY NOT PROTECT APPLICANT FROM A CALL FROM ANY OTHER

SENIOR RIGHT. NO REPRESENTATION OTHERWISE IS MADE BY THE DISTRICT. IF THIS IS A CONCERN TO APPLICANT, THIS CONTRACT MAY BE RESCINDED UPON WRITTEN NOTICE DELIVERED TO THE DISTRICT BY THE APPLICANT WITHIN THE NEXT 30 DAYS FOLLOWING THE AFFIXING OF SIGNATURES ON THIS CONTRACT IN WHICH EVENT ALL SUMS PAID BY APPLICANT FOR THIS CONTRACT SHALL BE IMMEDIATELY REFUNDED TO APPLICANT.

[Signature]  
Applicant

\_\_\_\_\_  
Applicant

STATE OF Colorado )

) ss.  
COUNTY OF Garfield )

The foregoing instrument was acknowledged before me on this 13 day of August, 2008, by Ryan May. Witness my hand and official seal. My commission expires: \_\_\_\_\_

**Janel Maddock**  
Notary Public  
State of Colorado  
Commission Expires 12-23-11

Janel Maddock

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Witness my hand and official seal. My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ORDER

After a hearing by the Board of Directors of the West Divide Water Conservancy District on the Application, it is hereby ORDERED that said Application be granted and this Contract shall be and is accepted by the District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By [Signature]  
President

ATTEST:  
[Signature]  
Secretary

8/28/08  
Date

This Contract includes and is subject to the terms and conditions of the following documents which must accompany this Contract:

- 1. Map showing location of point of diversion (use map provided)
- 2. Application and Data Form fully completed and signed

The printed portions of this form, except differentiated additions or deletions, have been approved and adopted by the West Divide Water Conservancy District.  
Form: WDWCD 01-01-08 CONTRACT.

**APPLICATION TO LEASE WATER FROM  
WEST DIVIDE WATER CONSERVANCY DISTRICT**  
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

**APPLICANT INFORMATION**

Name: Ryan May  
Mailing address: 1120 Cedar Breaks  
Rifle, CO 81650  
Telephone: 618-9275  
Authorized agent: \_\_\_\_\_

2. COURT CASE #s: Decree Case No. \_\_\_\_\_  
Augmentation Plan Case No. \_\_\_\_\_

**3. USE OF WATER  
RESIDENTIAL**

Number of main residences: 1 No. ADU's \_\_\_\_\_  
Subdivision: No. constructed units: \_\_\_\_\_ No. vacant lots \_\_\_\_\_  
Home garden/lawn irrigation of 12,000 total sq. ft.  
Method of irrigation: flood \_\_\_\_\_ sprinkler  other \_\_\_\_\_  
Non-commercial animal watering of 2 animals  
Fire Protection   
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

*Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.*

**COMMERCIAL**

Number of units: \_\_\_\_\_ Total sq. ft. of commercial units: \_\_\_\_\_  
Description of use: \_\_\_\_\_

**INDUSTRIAL**

Description of use: \_\_\_\_\_

**Evaporation:** Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

**MUNICIPAL**

Description of use: \_\_\_\_\_

**DIRECT PUMPING**

Tributary: \_\_\_\_\_  
Location: \_\_\_\_\_

**4. SOURCE OF WATER**

Structure: Well Structure Name: May Well #2  
Source: surface \_\_\_\_\_ storage \_\_\_\_\_ ground water   
Current Permit # \_\_\_\_\_ (attach copy)

**5. LOCATION OF STRUCTURE**

County Garfield Quarter/quarter SE Quarter SE  
Section 21 Township 6S Range 93W P. M. 6th

Distance of well from section lines:  
500 ft from East line  
890 ft from South line  
Elevation: 6100  
Well location address:  TBD Mustang Mesa, Rifle

(Attach additional pages for multiple structures)

**6. LAND ON WHICH WATER WILL BE USED**

(Legal description may be provided as an attachment.)  
Parcel 2 of SE1/4SE1/4 S21, T6S, R93W, 6th P.M.

Number of acres in tract: 13.378

*Inclusion into the District, at Applicant's expense, may be required.*

**7. TYPE OF SEWAGE SYSTEM**

Septic tank/absorption leach field  Central System \_\_\_\_\_ Other \_\_\_\_\_  
District name: \_\_\_\_\_

**8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:**

1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

*Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.*

*A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.*

*Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.*

Applicant Signature \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Application Date: August 13, 2008

**ISSUED AS AREA B CONTRACT**

\_\_\_\_\_ YES \_\_\_\_\_  NO

**WATER USE ESTIMATES**  
**COLORADO RIVER SERVICE AREA**  
**WEST DIVIDE WATER CONSERVANCY DISTRICT**

APPLICANT: **Ryan May**

Contract Amount w/ 5% Transit Loss = **0.63** acre feet

DWELLING UNITS:	<b>1</b>
IRRIGATED AREA (SQ FT):	<b>12000</b>
COMMERCIAL AREA (SQ FT):	<b>0</b>
NO. OF LIVESTOCK:	<b>2</b>
ELEVATION (MSL):	<b>6100</b>

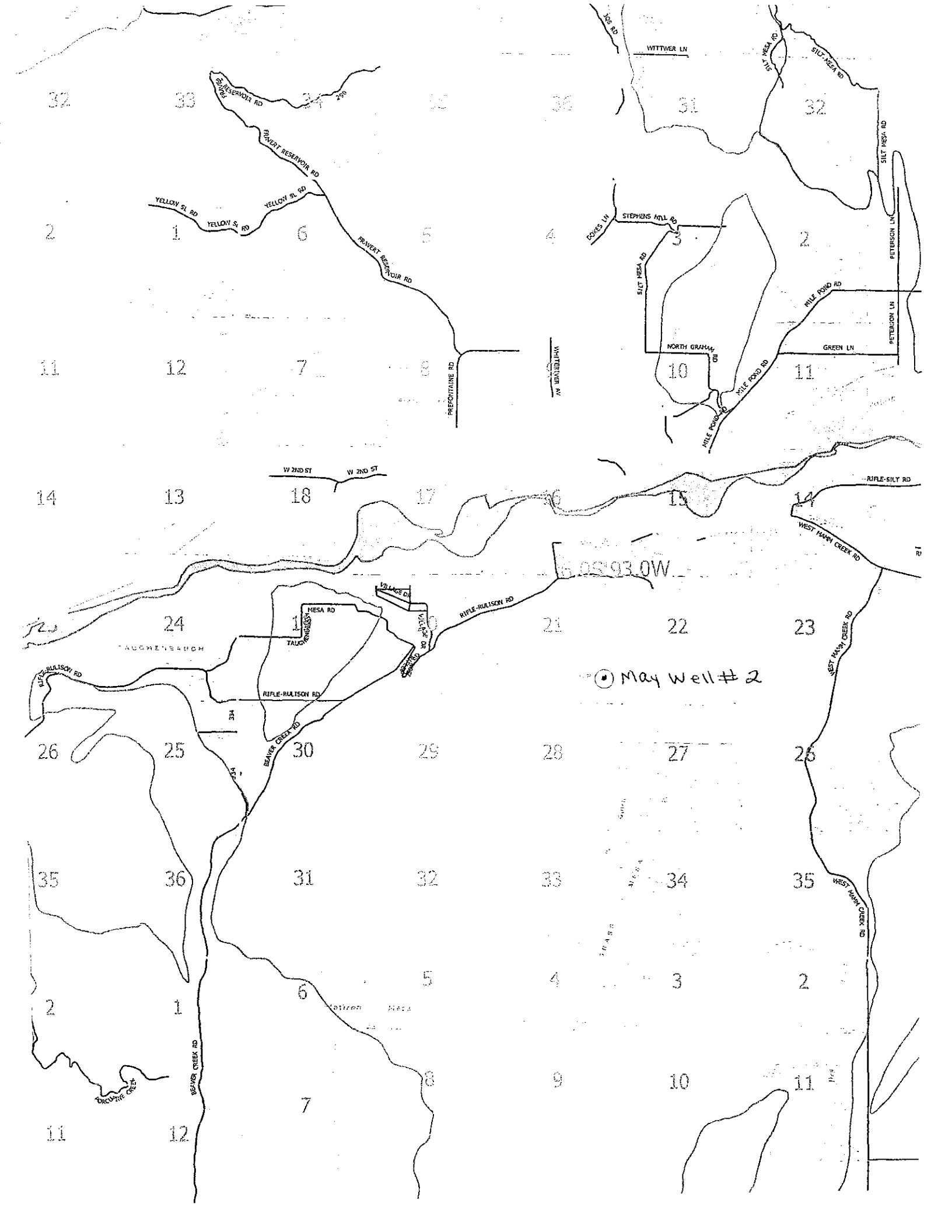
Transit Loss= 5.0%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	Unit Value: Irrigation Diversion (ft)	Unit Value: Irrigation C.U. (ft)	In House Diversion (AF)	In House C.U. (AF)	Commercial Diversion (AF)	Commercial C.U. (AF)	Irrigation Diversion (AF)	Irrigation C.U. (AF)	Livestock Diversion & C.U. (AF)	Total Diversion (AF)	Total C.U. (AF)	Total Contract Amount (AF)
JAN			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
FEB			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.034	0.006	0.007
MAR			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
APR	0.049	0.039	0.03	0.00	0.00	0.00	0.01	0.01	0.00	0.050	0.018	0.018
MAY	0.364	0.291	0.03	0.00	0.00	0.00	0.10	0.08	0.00	0.142	0.087	0.092
JUN	0.526	0.421	0.03	0.00	0.00	0.00	0.14	0.12	0.00	0.188	0.123	0.129
JUL	0.568	0.454	0.03	0.00	0.00	0.00	0.16	0.13	0.00	0.201	0.132	0.139
AUG	0.445	0.356	0.03	0.00	0.00	0.00	0.12	0.10	0.00	0.166	0.105	0.110
SEP	0.316	0.253	0.03	0.00	0.00	0.00	0.09	0.07	0.00	0.127	0.077	0.080
OCT	0.081	0.065	0.03	0.00	0.00	0.00	0.02	0.02	0.00	0.061	0.025	0.026
NOV			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.036	0.007	0.007
DEC			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
TOTAL	2.349	1.879	0.39	0.06	0.00	0.00	0.65	0.52	0.02	1.117	0.601	0.631

- (1) 80% irrigation efficiency for sprinkler systems
- (2) Blaney Criddle assessment with Pochop adjustments
- (3) 350 gallons per day per residence
- (4) 15% consumptive use for ISDS systems
- (5) 200 gallons per day per 1000 sq ft of commercial space
- (6) 15% consumptive use for ISDS systems

- (7) Column (1) \* irrigated area in acres
- (8) Column (2) \* irrigated area in acres
- (9) Livestock use at 11 gallons per head per day
- (10) Column (3) + Column (5) + Column (7) + Column (9) plus 5% transit loss
- (11) Column (4) + Column (6) + Column (8) + Column (9)
- (12) Column (11) plus 5% transit loss

**Confidentiality Notice:** This spreadsheet, including all attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, copying, distribution or action taken in reliance on the contents of the information contained in this spreadsheet is strictly prohibited. Thank you.



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RIFLE-RULISON RD

BEAVER CREEK RD

RIFLE-RULISON RD

WEST HANNY CREEK RD

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WEST HANNY CREEK RD

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POOKS LN

STEPHENS HILL RD

NORTH GRAHAM RD

GREEN LN

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APPLICATION TO LEASE WATER FROM WEST DIVIDE WATER CONSERVANCY DISTRICT 109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

APPLICANT INFORMATION

Name: Ryan May
Mailing address: 1120 Cedar Breaks Rifle, CO 81650
Telephone: 618-9275
Authorized agent:

2. COURT CASE #s: Decree Case No.
Augmentation Plan Case No.

3. USE OF WATER RESIDENTIAL

Number of main residences: 1 No. ADU's
Subdivision: No. constructed units: No. vacant lots
Home garden/lawn irrigation of 12000 total sq. ft.
Method of irrigation: flood sprinkler x other
Non-commercial animal watering of 2 animals
Fire Protection x
Evaporation: Maximum water surface to be exposed:
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond:

Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.

COMMERCIAL

Number of units: Total sq. ft. of commercial units:
Description of use:

INDUSTRIAL

Description of use:

Evaporation: Maximum water surface to be exposed:
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond:

MUNICIPAL

Description of use:

DIRECT PUMPING

Tributary:
Location:

4. SOURCE OF WATER

Structure: Well Structure Name: May Well #1
Source: surface storage ground water x
Current Permit # 209345 (attach copy)

5. LOCATION OF STRUCTURE

Garfield SE 1/4 SE 1/4
County Quarter/quarter Quarter
21 6 S 93 W 6
Section Township Range P. M.

Distance of well from section lines:
125 ft from South
200 ft from East
Elevation: 6180
Well location address: 1120 Cedar Breaks, Rifle

(Attach additional pages for multiple structures)

6. LAND ON WHICH WATER WILL BE USED

(Legal description may be provided as an attachment.)
Parcel 1 of SE 1/4 SE 1/4 S 21, T 6 S, R 93 W 6th p.m.
Number of acres in tract: 10

Inclusion into the District, at Applicant's expense, may be required.

7. TYPE OF SEWAGE SYSTEM

Septic tank/absorption leach field x Central System Other
District name:

8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:

1 (minimum of 1 acre foot except augmentation from Alsby Reservoir where a lesser amount is allowed)

Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.

A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.

Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.

Applicant Signature

Applicant Signature

Application Date: June 22, 2009

ISSUED AS AREA B CONTRACT

YES x NO

OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

LIC

APPLICANT

WELL PERMIT NUMBER 209345  
DIV. 5 CNTY. 23 WD 45 DES. BASIN MD

Lot: 6A Block: Filing: Subdiv: GRASS MESA RANCH

APPROVED WELL LOCATION  
GARFIELD COUNTY

SE 1/4 SE 1/4 Section 21  
Twp 6 S Rng 93 W 6th P.M.

DISTANCES FROM SECTION LINES

125 Ft. from SOUTH Section Line  
200 Ft. from EAST Section Line

RYAN MAY  
200 SOUTH E. #106  
NEW CASTLE, CO 81647

(970)984-2084

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT  
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a tract of land of 40 acres described as the SE 1/4, SE 1/4, Sec. 21, Twp. 6 South, Rng. 93 West, 6th P.M., further identified as lot 6A Grass Mesa Ranch, Garfield County.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside up to 3 single family dwellings, the irrigation of not more than one acre of home gardens and lawns, and the watering of domestic animals.
- 5) The maximum pumping rate shall not exceed 15 GPM.
- 6) The return flow from the use of the well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.

5/01/98

APPROVED  
DMW

*[Signature]*

*[Signature]*

Receipt No. 430385

DATE ISSUED **MAY 15 1998**

By [Signature]  
EXPIRATION DATE **MAY 15 2000**



**WATER USE ESTIMATES**  
**COLORADO RIVER SERVICE AREA**  
**WEST DIVIDE WATER CONSERVANCY DISTRICT**

APPLICANT: Ryan May

Contract Amount w/ 5% Transit Loss = **0.63** acre feet

DWELLING UNITS:	<b>1</b>
IRRIGATED AREA (SQ FT):	<b>12000</b>
COMMERCIAL AREA (SQ FT):	
NO. OF LIVESTOCK:	<b>2</b>
ELEVATION (MSL):	<b>6100</b>

Transit Loss= 5.0%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	Unit Value: Irrigation Diversion (ft)	Unit Value: Irrigation C.U. (ft)	In House Diversion (AF)	In House C.U. (AF)	Commercial Diversion (AF)	Commercial C.U. (AF)	Irrigation Diversion (AF)	Irrigation C.U. (AF)	Livestock Diversion & C.U. (AF)	Total Diversion (AF)	Total C.U. (AF)	Total Contract Amount (AF)
JAN			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
FEB			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.034	0.006	0.007
MAR			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
APR	0.049	0.039	0.03	0.00	0.00	0.00	0.01	0.01	0.00	0.050	0.018	0.018
MAY	0.364	0.291	0.03	0.00	0.00	0.00	0.10	0.08	0.00	0.142	0.087	0.092
JUN	0.526	0.421	0.03	0.00	0.00	0.00	0.14	0.12	0.00	0.188	0.123	0.129
JUL	0.568	0.454	0.03	0.00	0.00	0.00	0.16	0.13	0.00	0.201	0.132	0.139
AUG	0.445	0.356	0.03	0.00	0.00	0.00	0.12	0.10	0.00	0.166	0.105	0.110
SEP	0.316	0.253	0.03	0.00	0.00	0.00	0.09	0.07	0.00	0.127	0.077	0.080
OCT	0.081	0.065	0.03	0.00	0.00	0.00	0.02	0.02	0.00	0.061	0.025	0.026
NOV			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.036	0.007	0.007
DEC			<u>0.03</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.037</u>	<u>0.007</u>	<u>0.007</u>
TOTAL	2.349	1.879	0.39	0.06	0.00	0.00	0.65	0.52	0.02	1.117	0.601	0.631

- |     |  |      |  |
|-----|--|------|--|
| (1) | 80% irrigation efficiency for sprinkler systems        | (7)  | Column (1) * irrigated area in acres                                   |
| (2) | Blaney Criddle assessment with Pochop adjustments      | (8)  | Column (2) * irrigated area in acres                                   |
| (3) | 350 gallons per day per residence                      | (9)  | Livestock use at 11 gallons per head per day                           |
| (4) | 15% consumptive use for ISDS systems                   | (10) | Column (3) + Column (5) + Column (7) + Column (9) plus 5% transit loss |
| (5) | 200 gallons per day per 1000 sq ft of commercial space | (11) | Column (4) + Column (6) + Column (8) + Column (9)                      |
| (6) | 15% consumptive use for ISDS systems                   | (12) | Column (11) plus 5% transit loss                                       |

**Confidentiality Notice:** This spreadsheet, including all attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, copying, distribution or action taken in reliance on the contents of the information contained in this spreadsheet is strictly prohibited. Thank you.



WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT

Name of Applicant: Ryan May

Quantity of Water in Acre Feet: 1

Applicant, hereby applies to the West Divide Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of C.R.S. 1973, Section 37-45-101, et seq., (hereinafter referred to as the "District") for an allotment contract to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this Contract and the attached Application, Applicant hereby agrees to the following terms and conditions:

1. Water Rights: Applicant shall own water rights at the point of diversion herein lawfully entitling Applicant to divert water, which will be supplemented and augmented by water leased herein. If Applicant intends to divert through a well, it must be understood by Applicant that no right to divert exists until a valid well permit is obtained from the Colorado Division of Water Resources.

2. Quantity: Water applied for by the Applicant in the amount set forth above shall be diverted at Applicant's point of diversion from the District's direct flow water rights, and when water is unavailable for diversion pursuant to administration by the Colorado State Engineer during periods when said direct flow water right is not in priority, the District shall release for the use of Applicant up to said quantity in acre feet per year of storage water owned or controlled by the District. It is understood that any quantity allotted from direct flow, storage or otherwise, to the Applicant by the District will be limited by the priority of the District's decrees and by the physical and legal availability of water from District's sources. Any quantity allotted will only be provided so long as water is available and the Applicant fully complies with all of the terms and conditions of this Contract. The District and the Applicant recognize that some of the District's decrees may be in the name of the Colorado River Water Conservation District, and the ability of the District to allot direct flow right to the Applicant may be dependent on the consent of the Colorado River Water Conservation District. If at any time the Applicant determines it requires less water than the amount herein provided, Applicant may so notify the District in writing, and the amount of water allotted under this Contract shall be reduced permanently in accordance with such notice. Rates shall be adjusted accordingly in following water years only.

3. Beneficial Use and Location of Beneficial Use: Any and all water allotted Applicant by the District shall be used for the following beneficial use or uses: industrial, municipal, domestic and related uses, or commercial (except for commercial use from Alsbury Reservoir and except to the extent that Ruedi Reservoir water may not be available for commercial as that term is defined on Page 5 of Contract No. 2-07-70-WO547 between the United States and the West Divide Water Conservancy District). Applicant's beneficial use of any and all water allotted shall be within or through facilities or upon land owned, leased, operated, or under Applicant's control.

4. Decrees and Delivery: Exchange releases made by the District out of storage from Ruedi Reservoir, Green Mountain Reservoir, Alsbury Reservoir, or other works or facilities of the District, or from other sources available to the District, shall be delivered to the Applicant at the outlet works of said storage facilities or at the decreed point of diversion for said other sources, and release or delivery of water at such outlet or points shall constitute performance of the District's total obligation. Delivery of water by the District from Ruedi Reservoir or Green

Mountain Reservoir shall be subject to the District's lease contracts with the United States Bureau of Reclamation. Releases from other facilities available to District shall be subject to the contracts, laws, rules, and regulations governing releases therefrom. Furthermore, the District hereby expressly reserves the right to store water and to make exchange releases from structures that may be built or controlled by the District in the future, so long as the water service to the Applicant pursuant to this agreement, is not impaired by said action. Any quantity of the Applicant's allocation not delivered to or used by Applicant by the end of each water year (October 1), shall revert to the water supplies of the District. Such reversion shall not entitle Applicant to any refund of payment made for such water.

Water service provided by the District shall be limited to the amount of water available in priority at the original point of diversion of the District's applicable water right, and neither the District, nor those entitled to utilize the District's decrees, may call on any greater amount at new or alternate points of diversion. The District shall request the Colorado Division of Water Resources to estimate any conveyance losses between the original point and any alternate point, and such estimate shall be deducted from this amount in each case.

Water service provided by the District for properties located within the Bluestone and Silt Water Conservancy Districts is provided pursuant to Agreements with said Districts. The Intergovernmental Agreement between the District and the Silt Water Conservancy District, dated January 25, 2001, is recorded as Reception No. 575691, Garfield County Clerk and Recorder's Office. The Intergovernmental Memorandum of Understanding between the District and the Bluestone Water Conservancy District, dated April 26, 2001, is recorded as Reception No. 584840, Garfield County Clerk and Recorder's Office.

5. Alternate Point of Diversion and Plan of Augmentation: Decrees for alternate points of diversion of the District's water rights or storage water may be required in order for Applicant to use the water service contemplated hereunder. Obtaining such decree is the exclusive responsibility of Applicant. The District reserves the right to review and approve any conditions which may be attached to judicial approval of said alternate point of diversion as contemplated or necessary to serve Applicant's facilities or lands. Applicant acknowledges and agrees that it shall be solely responsible for the procedures and legal engineering costs necessary for any changes in water rights contemplated herein, and further agrees to indemnify the District from any costs or losses related thereto. Applicant is solely responsible for providing works and facilities necessary to obtain/divert the waters at said alternate point of diversion and deliver them to Applicant's intended beneficial use. Irrespective of the amount of water actually transferred to the Applicant's point of diversion, the Applicant shall make annual payments to the District based upon the amount of water allotted under this Contract.

In the event the Applicant intends to apply for an alternate point of diversion and to develop an augmentation plan and institute legal proceedings for the approval of such augmentation plan to allow the Applicant to utilize the water allotted to Applicant hereunder, the Applicant shall give the District written notice of such intent. In the event the Applicant develops and adjudicates its own augmentation plan to utilize the water allotted hereunder, Applicant shall not be obligated to pay any amount under Paragraph 19 below. In any event, the District shall have the right to approve or disapprove the Applicant's augmentation plan and the Applicant shall provide the District copies of such plan and of all pleadings and other papers filed with the water court in the adjudication thereof.

6. Contract Payment: Non-refundable, one time administrative charge, in the amount determined by the Board of Directors of the District from time to time, shall be submitted with the application for consideration by the District.

Annual payment for the water service described herein shall be determined by the Board of Directors of the District. The initial annual payment shall be made in full, within thirty (30) days after the date of notice to the Applicant that the initial payment is due. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price which is applicable to that year.

Annual payments for each year thereafter shall be due and payable by the Applicant on or before each January 1. If an annual payment is not made by the due date a flat \$50 late fee will be assessed. Final written notice prior to cancellation will be sent certified mail, return receipt requested, to the Applicant at such address as may be designated by the Applicant in writing or set forth in this Contract or Application. Water use for any part of a water year shall require payment for the entire water year. Nothing herein shall be construed so as to prevent the District from adjusting the annual rate in its sole discretion for future years only.

If payment is not made within fifteen (15) days after the date of said written notice, Applicant shall at District's sole option have no further right, title or interest under this Contract without further notice, and delivery may be immediately curtailed. The allotment of water, as herein made, may be transferred, leased, or otherwise disposed of at the discretion of the Board of Directors of the District.

Upon cancellation of this water allotment Contract with the District, the District shall notify the Division of Water Resources offices in Denver and Glenwood Springs. The Division of Water Resources may then order cessation of all water use.

7. Additional Fees and Costs: Applicant agrees to defray any expenses incurred by the District in connection with the allotment of water rights hereunder, including, but not limited to, reimbursement of legal and engineering costs incurred in connection with any water rights and adjudication necessary to allow Applicant's use of such allotted water rights.

8. Assignment: This Contract shall not inure to the benefit of the heirs, successors or assigns of Applicant, without the prior written consent of the District's Board of Directors. Any assignment of Applicant's rights under this Contract shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of Contract rights and the assumption of Contract obligations by assignees and successors. Nothing herein shall prevent successors to a portion of Applicant's property from applying to the District for individual and separate allotment Contracts. No assignment shall be recognized by the District except upon completion and filing of proper forms for assignment and change of ownership.

In the event the water allotted pursuant to this Contract is to be used for the benefit of land which is now or will subsequently be subdivided or held in separate ownership, the Applicant may only assign the Applicant's rights hereunder to: 1) No more than three separate owners all of whom shall be party to a well sharing agreement satisfactory to the District; or 2) A homeowners association, water district, water and sanitation district or other special district properly organized and existing under the laws of the State of Colorado, and then, only if such parties, association or special district establishes to the satisfaction of the District that it has the ability and authority to perform the Applicant's obligations under this Contract. In no event shall the owner of a portion, but less than all, of the Applicant's property to be served under this Contract have any rights hereunder, except as such rights may exist pursuant to a well sharing agreement or through a homeowners association or special district as provided above.

Upon the sale of the real property to which this Contract pertains, Applicant shall make buyer aware of this Contract and proper forms for assignment and change of ownership must be completed.

9. Other Rules: Applicant shall be bound by the provisions of the Water Conservancy Act of Colorado; by the rules and regulations of the Board of Directors of the District; and all amendments thereof and supplements thereto and by all other applicable law.

10. Operation and Maintenance Agreement: Applicant shall enter into an "Operation and Maintenance Agreement" with the District under terms and conditions determined by the board of Directors of the District, if and when, the Board of said District determines in its sole discretion that such an agreement is required. Said agreement may contain, but shall not be limited to, provisions for additional annual monetary consideration for extension of District delivery services and for additional administration, operation, and maintenance costs; or for other costs to the District which may arise through services made available to the Applicant.

11. Change of Use: The District reserves the exclusive right to review, re-approve or disapprove any proposed change in use of the water allotted hereunder. Any use other than that set forth herein or any lease or sale of the water or water rights allotted hereunder without the prior written approval of the District shall be deemed to be a material breach of this Contract.

12. Use and Place of Use: Applicant agrees to use the water in the manner and on the property described in the documents submitted to the District at the time this Contract is executed, or in any operation and maintenance agreement provided by Applicant. Any use other than as set forth thereon or any lease or sale of the water or water rights herein, other than as permitted in paragraph 8 above, shall be deemed to be a material breach of this agreement.

13. Title: It is understood and agreed that nothing herein shall be interpreted to give the Applicant any equitable or legal fee title interest in or to any water or water rights referred to herein.

14. Conservation: Applicant shall use commonly accepted conservation practices with respect to the water and water rights herein, and hereby agrees to be bound by any conservation plan adopted hereafter by the District for use of District owned or controlled water or water rights.

15. Restrictions: Applicant shall restrict actual diversions to not exceed the contract amount for ordinary household purposes, the watering of domestic livestock, fire protection, and the irrigation of lawn and garden as specified in the Application.

Applicant shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources.

Watering of livestock shall be restricted to Applicant's domestic animals not to be used for commercial purposes unless Applicant obtains approval from the Colorado Division of Water Resources for commercial use/livestock watering, provided that in no event shall actual diversions exceed the amount of water provided by this Contract.

Violation of this paragraph 15 shall be deemed to be a material breach of this Contract.

16. Well Permit: If Applicant intends to divert through a well, then Applicant must provide to District a copy of Applicant's valid well permit before District is obligated to deliver any water hereunder.

17. Measuring Device or Meter: Applicant agrees to provide, at its own expense, a measuring device deemed acceptable by the District's Engineer after consultation, or a totalizing flow meter with remote readout to continuously and accurately measure at all times all

water diverted pursuant to the terms of Applicant's water right and the terms of this Contract. Applicant agrees to provide accurate readings from such device or meter to District upon District's request. Applicant acknowledges that failure to comply with this paragraph could result in legal action to terminate Applicant's diversion of water by the State of Colorado Division of Water Resources. By signing this Contract, Applicant hereby specifically allows District, through its authorized agent, to enter upon Applicant's property during ordinary business hours for the purposes of determining Applicant's actual use of water.

18. Representations: By executing this Contract, Applicant agrees that it is not relying on any legal or engineering advice that Applicant may believe has been received from the District. Applicant further acknowledges that it has obtained all necessary legal and engineering advice from Applicant's own sources other than the District. Applicant further acknowledges that the District makes no guarantees, warranties, or assurances whatsoever about the quantity or quality of water available pursuant to this Contract. Should the District be unable to provide the water contracted for herein, no damages may be assessed against the District, nor may Applicant obtain a refund from the District.

19. Costs of Water Court Filing and Augmentation Plan: Should the District, in its own discretion, choose to include Applicant's Contract herein in a water court filing for alternate point of diversion or plan of augmentation, then Applicant hereby agrees to pay to the District, when assessed, an additional fee representing the District's actual and reasonable costs and fees for Applicant's share of the proceedings. Applicant shall be assessed a pro-rata share of the total cost incurred by the District in preparing, filing and pursuing to decree the water court case. The pro-rata share shall be calculated by dividing such total cost by the number of contractees included in the filing. To the extent that the District is caused additional costs because of objection filed specifically due to the inclusion of Applicant's Contract in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees.

20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application to Lease Water From West Divide Water Conservancy District" fully completed by Applicant and approved by the District's engineer. Said attachments shall by this reference thereto be incorporated into the terms of this agreement. All correspondence from the District to Applicant referring to or relating to this agreement is by this reference incorporated into this agreement as further terms and conditions of this agreement.

21. Warning: IT IS THE SOLE RESPONSIBILITY OF THE APPLICANT TO OBTAIN A VALID WELL PERMIT OR OTHER WATER RIGHT IN ORDER TO DIVERT WATER, INCLUDING THE WATER ACQUIRED UNDER THIS CONTRACT. IT IS THE CONTINUING DUTY OF THE APPLICANT TO MAINTAIN THE VALIDITY OF THE WELL PERMIT OR WATER RIGHT INCLUDING FILING FOR EXTENSIONS OF PERMITS, FILING WELL COMPLETION REPORTS, FILING STATEMENTS OF BENEFICIAL USE, OR OTHERWISE LAWFULLY APPLYING THE WATER TO BENEFICIAL USE ON A REGULAR BASIS WITHOUT WASTE.

22. AREA B. CONTRACTS: IF APPLICANT'S WELL OR OTHER WATER RIGHT THAT IS THE SUBJECT OF THIS CONTRACT IS LOCATED OUTSIDE "AREA A" AS DESIGNATED BY THE DISTRICT, THEN THIS PARAGRAPH APPLIES: THE AUGMENTATION WATER PROVIDED BY THE DISTRICT UNDER THIS CONTRACT MAY ONLY PROTECT APPLICANT'S WATER RIGHT FROM A CALL ON THE COLORADO RIVER AND MAY NOT PROTECT APPLICANT FROM A CALL FROM ANY OTHER







**WEST DIVIDE**  
WATER CONSERVANCY DISTRICT

Attn: *Gregory LJS*

109 West Fourth Street P.O. Box 1478  
Rifle, Colorado 81650-1478  
Tel: (970)625-5461 Fax: (970)625-2796  
Web: www.wdwdc.org Email: w ater@wdwdc.org

July 20, 2009

Ryan May  
1120 Cedar Breaks  
Rifle, CO 81650

Dear Ryan:

Enclosed is approved contract #090716RM#1(a). Please read the contract carefully if you have not already done so, but please especially note paragraph 2 concerning availability of water.

West Divide obtains its augmentation water from a number of sources and operates its water supply program pursuant to a Temporary Substitute Supply Plan (TSSP) approved annually by the State Engineer's Office. TSSPs are common for water conservancy districts and West Divide has operated pursuant to a TSSP for several years with no significant reliability issues. Federal policy relating to endangered species, environmental concerns, and forces of nature are always such that no source of water can be guaranteed during any season or from year to year. Further, the State Engineer's Office periodically reviews the geographic area served by West Divide and has recently made a decision to reduce West Divide's Area A Service Area. While your structure is currently located within the West Divide Area A Service Area, the Division Engineer's Office could make another adjustment to the Service Area in the future and your structure could fall outside the Service Area and be subject to curtailment by the State Engineer's Office.

West Divide continues to make good-faith efforts to obtain alternative long-term supplies in an effort to make reliable and predictable the water supply anticipated by your contract with us. West Divide also continues to make good-faith efforts to maintain its existing TSSP and keep its Area A Service Area intact. For most years, we expect to be successful in these efforts.

This water allotment contract may require you to obtain a well permit from the State Engineer's office. Once your well is drilled you are required to install a measuring device and submit a meter reading to West Divide, upon request.

Non-compliance with measuring and reporting requirements are grounds for cancellation of your water allotment contract with West Divide. This could result in action by the State Engineer which could prevent your further use of your well.

Sincerely yours,

*Janet Maddock*  
Janet Maddock

Enclosure

cc Division No. 5 Water Resources w/enclosure  
Kerry D. Sundeen, Hydrologist w/enclosure

**APPLICATION TO LEASE WATER FROM  
WEST DIVIDE WATER CONSERVANCY DISTRICT**  
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

**APPLICANT INFORMATION**

Name: Ryan May  
Mailing address: 1120 Cedar Breaks  
Rifle, CO 81650  
Telephone: 618-9275  
Authorized agent: \_\_\_\_\_

2. COURT CASE #s: Decree Case No. \_\_\_\_\_  
Augmentation Plan Case No. \_\_\_\_\_

**3. USE OF WATER**

**RESIDENTIAL**

Number of main residences: 1 No. ADU's \_\_\_\_\_  
Subdivision: No. constructed units: \_\_\_\_\_ No. vacant lots \_\_\_\_\_  
Home garden/lawn irrigation of 12000 total sq. ft.  
Method of irrigation: flood \_\_\_\_\_ sprinkler  other \_\_\_\_\_  
Non-commercial animal watering of 2 animals  
Fire Protection   
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

*Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.*

**COMMERCIAL**

Number of units: \_\_\_\_\_ Total sq. ft. of commercial units: \_\_\_\_\_  
Description of use: \_\_\_\_\_

**INDUSTRIAL**

Description of use: \_\_\_\_\_  
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

**MUNICIPAL**

Description of use: \_\_\_\_\_

**DIRECT PUMPING**

Tributary: \_\_\_\_\_  
Location: \_\_\_\_\_

**4. SOURCE OF WATER**

Structure: Well Structure Name: May Well #1  
Source: surface \_\_\_\_\_ storage \_\_\_\_\_ ground water   
Current Permit # 209345 (attach copy)

**5. LOCATION OF STRUCTURE**

Garfield SE 1/4 SE 1/4  
County Quarter/quarter Quarter  
21 65 93W 6  
Section Township Range P. M.

Distance of well from section lines:  
125 ft from South  
200 ft from East  
Elevation: 6100  
Well location address: 1120 Cedar Breaks, Rifle

(Attach additional pages for multiple structures)

**6. LAND ON WHICH WATER WILL BE USED**

(Legal description may be provided as an attachment.)  
Parcel 1 of SE 1/4 SE 1/4 S21  
T6S R93 6th p.m.  
Number of acres in tract: 10

*Inclusion into the District, at Applicant's expense, may be required.*

**7. TYPE OF SEWAGE SYSTEM**

Septic tank/absorption leach field  Central System \_\_\_\_\_ Other \_\_\_\_\_  
District name: \_\_\_\_\_

**8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:**

1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

*Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.*

*A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.*

*Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.*

Applicant Signature \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Application Date: June 22, 2009

**ISSUED AS AREA B CONTRACT**

\_\_\_\_\_ YES \_\_\_\_\_  NO

JOHN C. KEPHART & CO.  
GRAND JUNCTION LABORATORIES

435 NORTH AVENUE ♦ PHONE: (970) 242-7618 ♦ FAX: (970) 243-7235 ♦ GRAND JUNCTION, COLORADO 81501

— ANALYTICAL REPORT —

Received from:

Highline Ranch Subdivision  
Ryan May  
1120 Cedar Breaks  
Rifle, CO 81650

970-618-9275

Customer No. \_\_\_\_\_ Laboratory No. 9095 Sample water

Date Received 8/4/09 Date Reported 8/6/09

Lab number 9095  
Sample ID

May Well #1

Total Coliform Bacteria 0 colonies/100ml sample

Lab number 9096  
Sample ID

May Well #3

Total Coliform Bacteria 0 colonies/100ml sample

Lab Dir.: Brian S. Bauer

WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT

Name of Applicant: \_\_\_\_\_

Ryan May

Quantity of Water in Acre Feet: \_\_\_\_\_

1

Applicant, hereby applies to the West Divide Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of C.R.S. 1973, Section 37-45-101, et seq., (hereinafter referred to as the "District") for an allotment contract to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this Contract and the attached Application, Applicant hereby agrees to the following terms and conditions:

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7. Additional Fees and Costs: Applicant agrees to defray any expenses incurred by the District in connection with the allotment of water rights hereunder, including, but not limited to, reimbursement of legal and engineering costs incurred in connection with any water rights and adjudication necessary to allow Applicant's use of such allotted water rights.

8. Assignment: This Contract shall not inure to the benefit of the heirs, successors or assigns of Applicant, without the prior written consent of the District's Board of Directors. Any assignment of Applicant's rights under this Contract shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of Contract rights and the assumption of Contract obligations by assignees and successors. Nothing herein shall prevent successors to a portion of Applicant's property from applying to the District for individual and separate allotment Contracts. No assignment shall be recognized by the District except upon completion and filing of proper forms for assignment and change of ownership.

In the event the water allotted pursuant to this Contract is to be used for the benefit of land which is now or will subsequently be subdivided or held in separate ownership, the Applicant may only assign the Applicant's rights hereunder to: 1) No more than three separate owners all of whom shall be party to a well sharing agreement satisfactory to the District; or 2) A homeowners association, water district, water and sanitation district or other special district properly organized and existing under the laws of the State of Colorado, and then, only if such parties, association or special district establishes to the satisfaction of the District that it has the ability and authority to perform the Applicant's obligations under this Contract. In no event shall the owner of a portion, but less than all, of the Applicant's property to be served under this Contract have any rights hereunder, except as such rights may exist pursuant to a well sharing agreement or through a homeowners association or special district as provided above.

Upon the sale of the real property to which this Contract pertains, Applicant shall make buyer aware of this Contract and proper forms for assignment and change of ownership must be completed.



## ESTIMATED TRAFFIC STATEMENT HIGHLINE RANCH SUBDIVISION

Below are the calculations to determine the average daily traffic volume that can be expected to be generated at build out of the Highline Ranch Subdivision:

Number of Primary Residences: 3 (2 proposed and 1 existing)

Number of Additional Dwelling Units (ADUs): 0

Number of vehicles per day generated by single-family detached residential per the ITE Trip Generation Manual, 6th Edition: 9.57 per residence

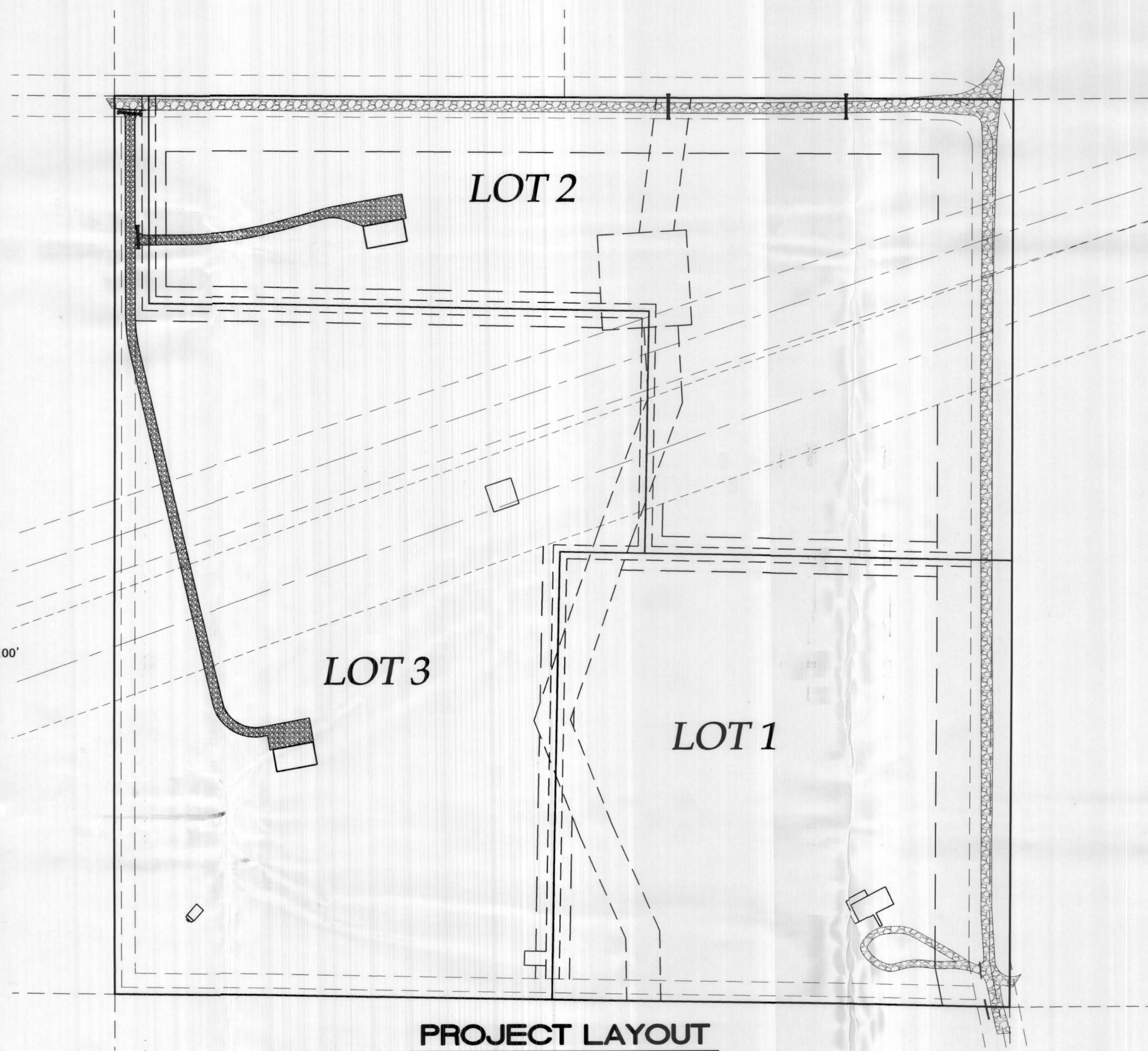
3 residences x 9.57 trips/day/residence = 28.71 ADT Or for two existing residences = 19.14 ADT

The impact fees are expected to be about \$276 per average daily trip for 2 existing units (3 lots with 0 ADUs). Using the traffic generation estimate of 28.71 trips per day, the general traffic impact figure equates to \$7923.96. Subtracting the traffic already in the system for the existing house on the property (\$2641.32) the total fee would be \$5282.64. One half of the fee (\$2641.32) will be submitted at final plat and the other half will be paid by the individual lot owners of Lot 1 and 2 prior to building permits being issues.

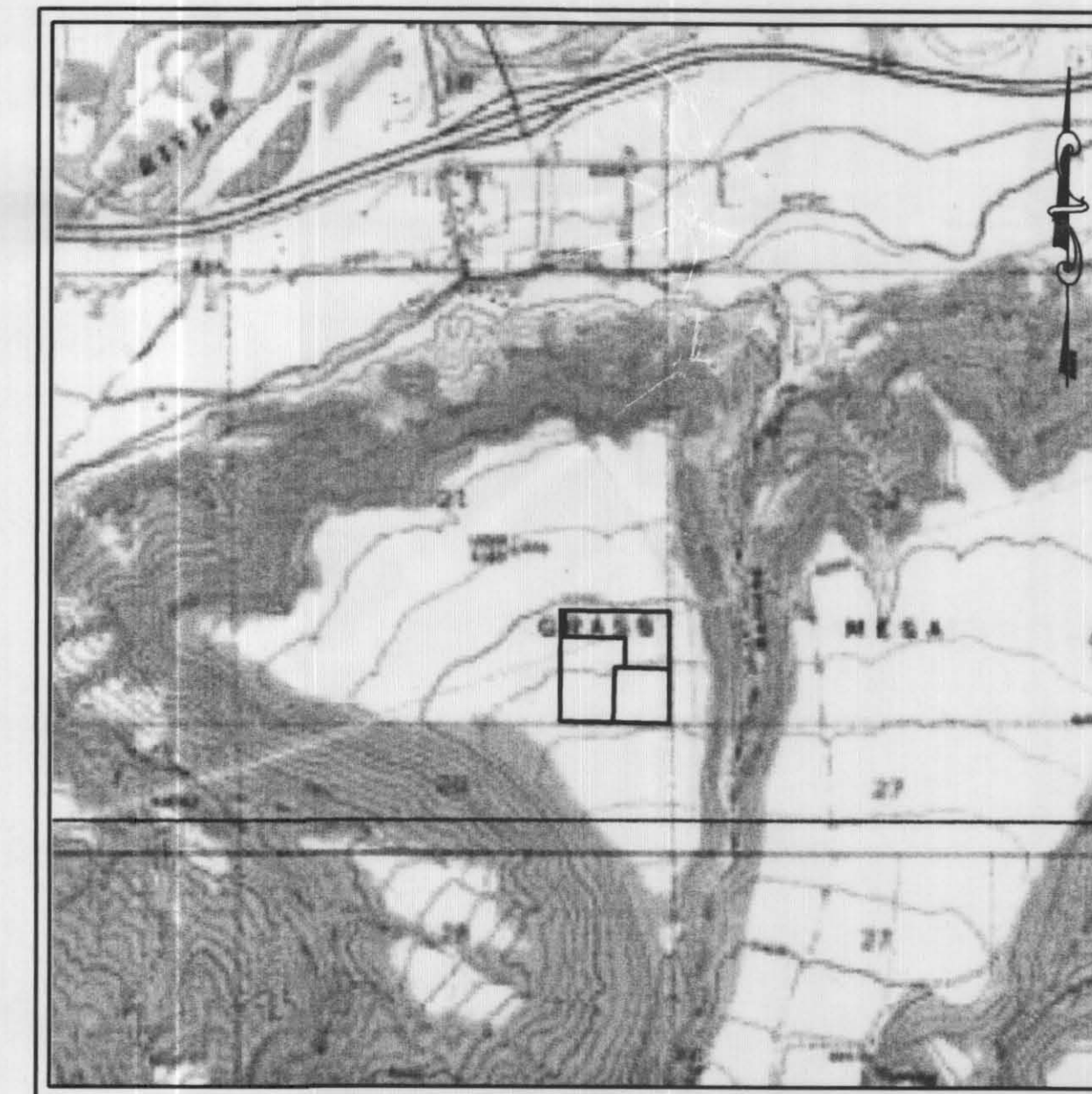




PRELIMINARY PLAN DOCUMENTS FOR  
**HIGHLINE RANCH SUBDIVISION**  
 GARFIELD COUNTY, COLORADO



SCALE: 1" = 100'



SECTIONS 22 & 27, TOWNSHIP 6 S., RANGE 93 W., 6TH P.M.  
**VICINITY MAP**  
 SCALE: 1" = 2000'

**SHEET INDEX**

SHEET NUMBER	TITLE
1.	COVER SHEET
2.	PRELIMINARY PLAT
3.	SITE AND UTILITY PLAN
4.	GRADING, DRAINAGE AND EROSION CONTROL PLAN
5.	WATER SUPPLY DETAIL SHEET
6.	DETAIL SHEET

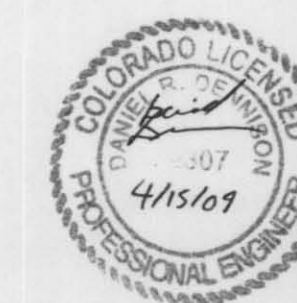
**OWNERS:**

RYAN MAY  
 1120 CEDAR BREAKS ROAD  
 RIFLE, CO 81650  
 PHONE: (970) 618-9275



**ENGINEER:**

HIGH COUNTRY ENGINEERING, INC.  
 CONSULTING ENGINEERS AND SURVEYORS  
 1517 BLAKE AVENUE, SUITE 101  
 GLENWOOD SPRINGS, COLORADO 81601  
 (970) 945-8676



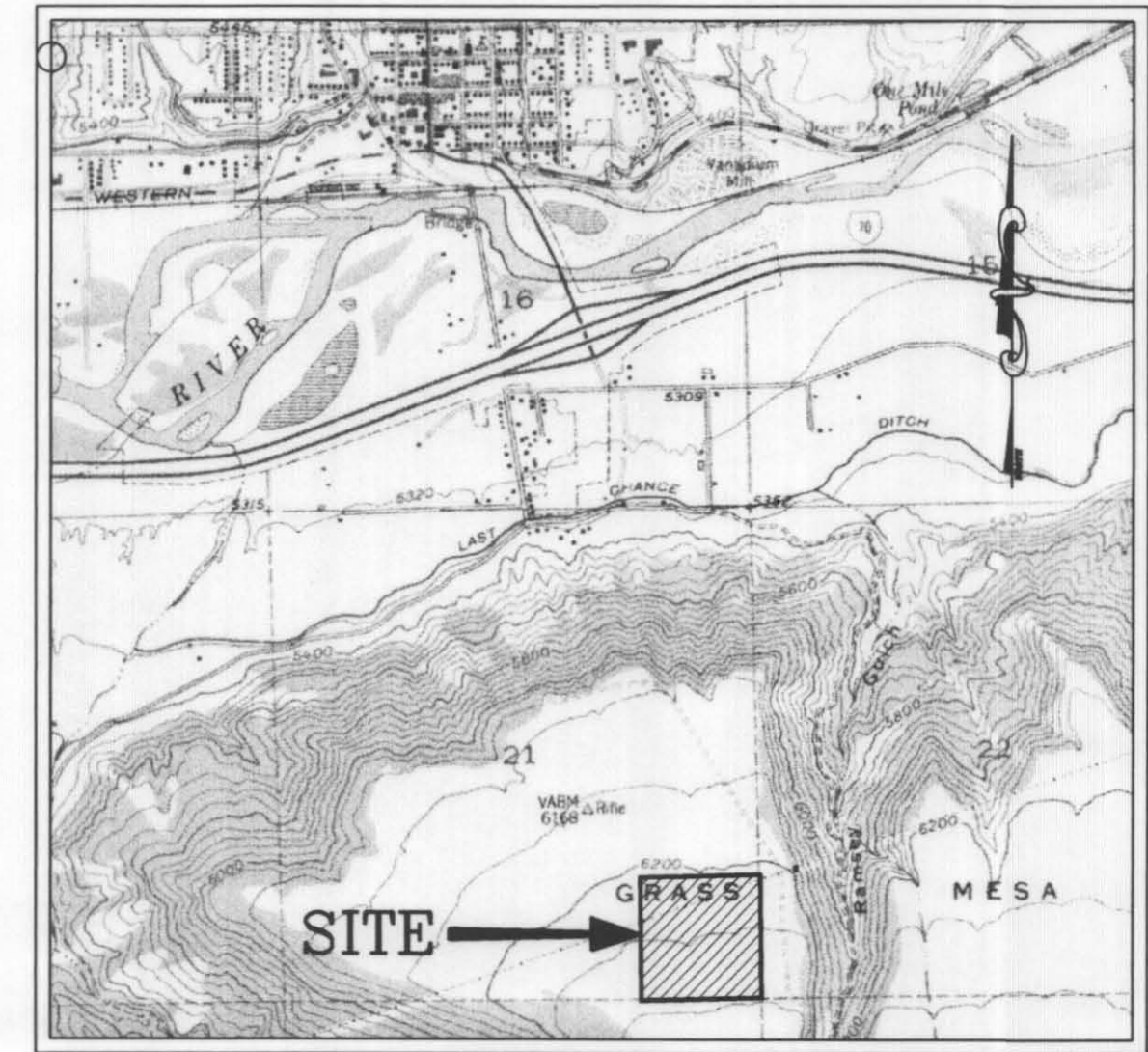
**PRELIMINARY**  
 FOR REVIEW ONLY  
 DATE 8/1



# PRELIMINARY PLAT

## HIGHLINE RANCH SUBDIVISION

### A RESUBDIVISION OF LOT 6A GRASS MESA RANCH BEING A PARCEL OF LAND SITUATED IN SECTION 21 TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF GARFIELD, STATE OF COLORADO



**VICINITY MAP**  
SCALE: 1" = 2000'

#### CERTIFICATION OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, RYAN MAY, IS THE SOLE OWNERS IN FEE SIMPLE OF ALL THAT PROPERTY DESCRIBED AS:

A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SE1/4SE1/4 OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF GARFIELD, STATE OF COLORADO.  
ALSO KNOWN AS LOT 6A GRASS MESA RANCH, COUNTY OF GARFIELD, STATE OF COLORADO.

THAT THE AFORESAID OWNER HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE ABOVE DESCRIBED PROPERTY ON THIS FINAL PLAT AND REAFFIRMS THE SAME AS HIGHLINE RANCH SUBDIVISION, A SUBDIVISION OF A PART OF GARFIELD COUNTY, COLORADO.

OWNER: RYAN A. MAY

IN WITNESS WHEREOF SAID OWNER HAS CAUSED HIS NAME TO BE HEREUNTO SUBSCRIBED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2009.

STATE OF COLORADO }  
COUNTY OF GARFIELD } SS.

THE FOREGOING CERTIFICATION OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, BY RYAN A. MAY.

MY COMMISSION EXPIRES: \_\_\_\_\_  
WITNESS MY HAND AND SEAL

NOTARY PUBLIC

#### LIENHOLDER'S APPROVAL AND SUBORDINATION

THE UNDERSIGNED LIENHOLDER HEREBY APPROVES THE RECORDING OF HIGHLINE RANCH SUBDIVISION AND SUBORDINATES ITS LIEN RECORDED IN THE GARFIELD COUNTY RECORDS AT RECEPTION NUMBER 628666.

ALPINE BANK

BY: \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

STATE OF COLORADO }  
COUNTY OF GARFIELD } SS.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, BY \_\_\_\_\_ OF ALPINE BANK, BENEFICIARY OF THE DEED OF TRUST RECORDED IN THE PITKIN COUNTY RECORDS AT RECEPTION NUMBER 628666.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

#### LIENHOLDER'S APPROVAL AND SUBORDINATION

THE UNDERSIGNED LIENHOLDER HEREBY APPROVES THE RECORDING OF HIGHLINE RANCH SUBDIVISION AND SUBORDINATES ITS LIEN RECORDED IN THE GARFIELD COUNTY RECORDS AT RECEPTION NUMBER 742228.

COUNTRYWIDE BANK, FS

BY: \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

STATE OF COLORADO }  
COUNTY OF GARFIELD } SS.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, BY \_\_\_\_\_ OF COUNTRYWIDE BANK, FS, BENEFICIARY OF THE DEED OF TRUST RECORDED IN THE PITKIN COUNTY RECORDS AT RECEPTION NUMBER 742228.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

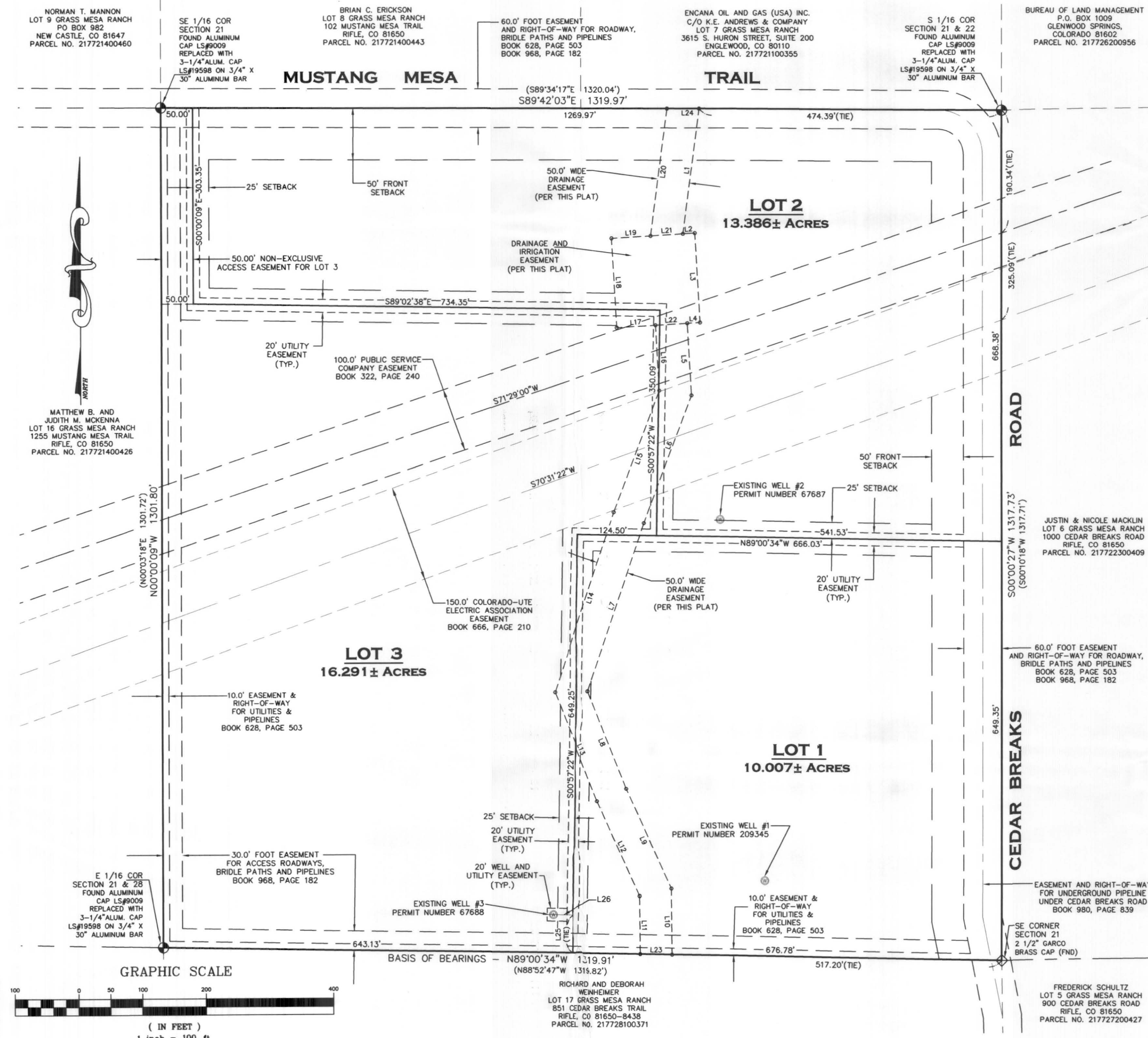
#### CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THE DAY OF \_\_\_\_\_ 2009 AND IS DULY RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ RECEPTION NO. \_\_\_\_\_

ATTEST: \_\_\_\_\_  
CLERK AND RECORDER

BY: \_\_\_\_\_

LOT	ADDRESS	USE	AREA
1	XXXX CEDAR BREAKS ROAD	RESIDENTIAL	10.007 ACRES
2	XXXX MUSTANG MESA TRAIL	RESIDENTIAL	13.386 ACRES
3	XXXX MUSTANG MESA TRAIL	RESIDENTIAL	16.291 ACRES
TOTAL LOT AREA			39.684 ACRES
TOTAL AREA			39.684 ACRES



#### TITLE COMPANY CERTIFICATE

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF NATIONAL REAL ESTATE INFORMATION SERVICES, A TITLE INSURANCE COMPANY ORGANIZED AND AUTHORIZED TO DO BUSINESS IN COLORADO UNDER THE TITLE INSURANCE CODE OF COLORADO, DOES HEREBY CERTIFY THAT TITLE TO HIGHLINE RANCH SUBDIVISION, SHOWN ON THIS PLAT, IS FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT AS FOLLOWS:

BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO  
BY: \_\_\_\_\_ CHAIRMAN  
WITNESS MY HAND AND THE SEAL OF THE COUNTY OF GARFIELD.  
ATTEST: \_\_\_\_\_ COUNTY CLERK  
CERTIFIED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2009  
BY: NATIONAL REAL ESTATE INFORMATION SERVICES  
280 BILMAR DRIVE  
PITTSBURGH, PA 15205-2550

#### BOARD OF COUNTY COMMISSIONERS CERTIFICATE

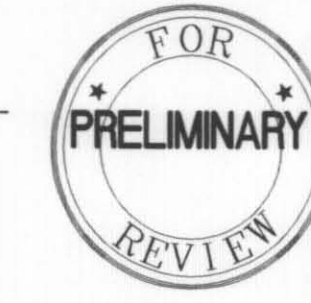
THIS FINAL PLAT, APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AND THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE GARFIELD COUNTY FOR THE CONSTRUCTION, REPAIR OR MAINTENANCE OF PUBLIC HIGHWAYS.

BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO  
BY: \_\_\_\_\_ CHAIRMAN  
WITNESS MY HAND AND THE SEAL OF THE COUNTY OF GARFIELD.  
ATTEST: \_\_\_\_\_ COUNTY CLERK  
CERTIFIED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2009  
BY: NATIONAL REAL ESTATE INFORMATION SERVICES  
280 BILMAR DRIVE  
PITTSBURGH, PA 15205-2550

#### SURVEYOR'S CERTIFICATE

I, FRANK W. HARRINGTON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS FINAL PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF HIGHLINE RANCH SUBDIVISION, AS LAID OUT, PLATTED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.  
FRANK W. HARRINGTON, L.S. NO. 19598



#### PLAT NOTES

- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF N89°00'34"W BETWEEN THE SOUTHEAST CORNER OF SECTION 21, A 2 1/2" GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE AND THE EAST 1/16 CORNER OF SECTION 21 AND SECTION 28, A 3 1/4" ALUMINUM CAP LS#19598 IN PLACE AS SHOWN HEREON.
- DATE OF SURVEY: JANUARY 7, 2009.
- BUILDING SETBACKS ARE THE SAME AS RECORDED ON THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR GRASS MESA RANCH, IN BOOK 628 ON PAGE 503 EXCEPT AS SHOWN HEREON.
- BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE FROM THE BOUNDARY SURVEY OF GRASS MESA RANCH PREPARED BY JERRY BAUER L.S.#9009 DATED JUNE 11, 1985.
- THIS PROPERTY IS SUBJECT TO EXCEPTIONS TO TITLE SHOWN IN THE TITLE COMMITMENT PREPARED BY NATIONAL REAL ESTATE INFORMATION SERVICES DATED: DECEMBER 31, 2007 (COMMITMENT NO. T008-005400).
- ONE (1) DOG WILL BE ALLOWED FOR EACH RESIDENTIAL UNIT AND THE DOG SHALL BE REQUIRED TO BE CONFINED WITHIN THE OWNER'S PROPERTY BOUNDARIES.
- NO OPEN HEARTH SOLID-FUEL FIREPLACES WILL BE ALLOWED ANYWHERE WITHIN THE SUBDIVISION. ONE (1) NEW SOLID-FUEL BURNING STOVE AS DEFINED BY C.R.S. 25-7-401, ET. SEW., AND THE REGULATIONS PROMULGATED THEREUNDER, WILL BE ALLOWED IN ANY DWELLING UNIT. ALL DWELLING UNITS WILL BE ALLOWED AN UNRESTRICTED NUMBER OF NATURAL GAS BURNING STOVES AND APPLIANCES.
- ALL EXTERIOR LIGHTING WILL BE THE MINIMUM AMOUNT NECESSARY AND ALL EXTERIOR LIGHTING WILL BE DIRECTED INWARD AND DOWNWARD TOWARDS THE INTERIOR OF THE SUBDIVISION, EXCEPT THAT PROVISIONS MAY BE MADE TO ALLOW FOR SAFETY LIGHTING THAT GOES BEYOND THE PROPERTY BOUNDARIES.
- NO FURTHER DIVISIONS OF LAND WITHIN THE SUBDIVISION WILL BE ALLOWED.
- COLORADO IS A "RIGHT-TO-FARM" STATE PURSUANT TO C.R.S. 35-3-101, ET SEQ. LANDOWNERS, RESIDENTS AND VISITORS MUST BE PREPARED TO ACCEPT THE ACTIVITIES, SIGHTS, SOUNDS AND SMELLS OF GARFIELD COUNTY'S AGRICULTURAL OPERATIONS AS A NORMAL AND NECESSARY ASPECT OF LIVING IN A COUNTY WITH A STRONG RURAL CHARACTER AND A HEALTHY RANCHING SECTOR. ALL MUST BE PREPARED TO ENCOUNTER NOISES, ODOR, LIGHT, DUST, SMOKE CHEMICALS, MACHINERY ON PUBLIC ROADS, LIVESTOCK ON PUBLIC ROADS, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES, AND PESTICIDES, ANY ONE OR MORE OF WHICH MAY NATURALLY OCCUR AS A PART OF A LEGAL AND NON-NEGLECTED AGRICULTURAL OPERATIONS.
- ALL OWNERS OF LAND, WHETHER RANCH OR RESIDENCE, HAVE OBLIGATIONS UNDER STATE LAW AND COUNTY REGULATIONS WITH REGARD TO THE MAINTENANCE OF FENCES AND IRRIGATION DITCHES, CONTROLLING WEEDS, KEEPING LIVESTOCK AND PETS UNDER CONTROL, USING PROPERTY IN ACCORDANCE WITH ZONING, AND OTHER ASPECTS OF USING AND MAINTAINING PROPERTY. RESIDENTS AND LANDOWNERS ARE ENCOURAGED TO LEARN ABOUT THESE RIGHTS AND RESPONSIBILITIES AND ACT AS GOOD NEIGHBORS AND CITIZENS OF THE COUNTY. A GOOD INTRODUCTORY SOURCE FOR SUCH INFORMATION IS "A GUIDE TO RURAL LIVING & SMALL SCALE AGRICULTURE" PUT OUT BY THE COLORADO STATE UNIVERSITY EXTENSION OFFICE IN GARFIELD COUNTY.
- BASED ON THE ANALYSIS OF THE SUB-SOILS ON THE PROPERTY, INDIVIDUAL SEWAGE DISPOSAL SYSTEM AND FOUNDATION DESIGNS ARE REQUIRED TO BE CONDUCTED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE WITHIN THE STATE OF COLORADO. THESE STUDIES AND PLANS SHALL BE SUBMITTED WITH INDIVIDUAL BUILDING PERMIT APPLICATION FOR EACH LOT. THE COST OF THESE STUDIES SHALL BE BORNE BY THE INDIVIDUAL PROPERTY OWNER.
- THE MINERAL RIGHTS ASSOCIATED WITH THIS PROPERTY HAVE BEEN PARTIALLY SEVERED AND ARE NOT FULLY INTACT OR TRANSFERRED WITH THE SURFACE ESTATE THEREFORE ALLOWING THE POTENTIAL FOR NATURAL RESOURCE EXTRACTION ON THE PROPERTY BY THE MINERAL ESTATE OWNER(S) OR LESSEE(S).
- ALL LOTS ARE SUBJECT TO THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR GRASS MESA RANCH.
- LEGAL ACCESS IS PROVIDED TO GRASS MESA HOMEOWNERS ASSOCIATION ACROSS PUBLIC LAND AS FURTHER DESCRIBED IN RIGHT-OF-WAY GRANT COC-36764.

#### TITLE COMMITMENT NOTES

- THIS PROPERTY IS SUBJECT TO RESERVATIONS CONTAINED IN UNITED STATES PATENT RECORDED IN BOOK 71 AT PAGE 548. (STANDARD PATENT EXCEPTION)
- THIS PROPERTY IS SUBJECT TO RIGHT OF WAY FOR DITCHES OR CANALS AS RESERVED IN UNITED STATES PATENT RECORDED IN BOOK 71 AT PAGE 548. (STANDARD PATENT EXCEPTION)
- THIS PROPERTY IS SUBJECT TO PUBLIC SERVICE COMPANY OF COLORADO ELECTRICAL TRANSMISSION EASEMENT RECORDED IN BOOK 322 AT PAGE 240. (EASEMENT IS SHOWN HEREON)
- THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS AS CONTAINED IN INSTRUMENT RECORDED IN BOOK 628 AT PAGE 503 AND AS AMENDED IN BOOK 924 AT PAGE 292 AND AS AMENDED IN BOOK 951 AT PAGE 883 AND AS AMENDED IN BOOK 968 AT PAGE 182. (EASEMENTS AND SETBACKS ARE SHOWN HEREON)
- THIS PROPERTY IS SUBJECT TO OIL AND GAS LEASE TO SNYDER OIL CORPORATION RECORDED IN BOOK 882 AT PAGE 879. (LEASE HAS EXPIRED)
- THIS PROPERTY IS SUBJECT TO QUIT CLAIM DEED TO GRASS MESA RANCH JOINT VENTURE FOR RESERVATIONS OF ALL OIL, GAS AND OTHER MINERALS RECORDED IN BOOK 814 AT PAGE 265.
- THIS PROPERTY IS SUBJECT TO AN EASEMENT AND RIGHT OF WAY TO COLORADO-UTE ELECTRIC ASSOCIATION FOR ELECTRIC TRANSMISSION LINE AND ACCESS RECORDED IN BOOK 666 AT PAGE 210. (EASEMENT IS SHOWN HEREON)
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND RIGHTS OF WAY CONTAINED IN INSTRUMENTS RECORDED IN BOOK 641 AT PAGE 836. (DOES NOT AFFECT THE SUBJECT PROPERTY)
- A NON-EXCLUSIVE ROAD EASEMENT TO THE GRASS MESA HOMEOWNERS ASSOCIATION RECORDED IN BOOK 672 AT PAGE 781 AND AMENDMENT RECORDED IN BOOK 677 AT PAGE 56 AND GRANT OF EASEMENT RECORDED IN BOOK 694 AT PAGE 740. (DOES NOT AFFECT THE SUBJECT PROPERTY)
- THIS PROPERTY IS SUBJECT TO EASEMENTS, RIGHT OF WAY, TERMS AND CONDITIONS OF EASEMENT AGREEMENT RECORDED IN BOOK 980 AT PAGE 839. (UNDERGROUND PIPELINE UNDER GRASS MESA ROAD AKA CEDAR BREAKS ROAD AS SHOWN HEREON)

#### COUNTY SURVEYOR'S CERTIFICATE

APPROVED FOR CONTENT AND FORM ONLY AND NOT THE ACCURACY OF SURVEYS, CALCULATIONS AND DRAFTING PURSUANT TO C.R.S., 38-51-101 AND 102 (REVISED).

GARFIELD COUNTY SURVEYOR  
DATED: \_\_\_\_\_ 2009

#### ATTORNEY'S CERTIFICATE

I, \_\_\_\_\_ AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT ALL DEDICATIONS TO THE PUBLIC, AS DESCRIBED ON THIS FINAL PLAT ARE FREE AND CLEAR OF ANY LIENS, CLAIMS OR ENCUMBRANCES OF RECORD AND FURTHER THAT THIS SUBDIVISION IS IN SUBSTANTIAL COMPLIANCE WITH THE GARFIELD COUNTY SUBDIVISION REGULATIONS OF 1994.

BY: \_\_\_\_\_ ATTORNEY

DATED: \_\_\_\_\_ 2009

MINERAL RIGHTS HOLDER:  
GRASS MESA RANCH, A  
COLORADO JOINT VENTURE  
617 WEST MAIN STREET  
SUITE G, ASPEN, CO 81611  
(BOOK 814, PAGE 265)

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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.

LINE	BEARING	LENGTH
L1	N07°30'25"E	195.14'
L2	N86°36'33"E	18.60'
L3	N03°23'27"W	138.92'
L4	N86°36'33"E	20.09'
L5	N03°23'27"W	111.68'
L6	N20°43'14"E	212.09'
L7	N18°47'23"E	275.11'
L8	N21°49'48"W	163.50'
L9	N24°30'48"W	170.60'
L10	N00°44'43"W	101.73'
L11	N00°44'43"W	89.70'
L12	N24°30'48"W	181.25'
L13	N21°49'48"W	183.18'
L14	N18°47'23"E	294.46'
L15	N20°43'14"E	202.26'
L16	N03°23'27"W	101.00'
L17	N86°36'33"E	60.79'
L18	N03°23'27"W	138.92'
L19	N86°36'33"E	61.37'
L20	N07°30'25"E	198.45'
L21	N86°36'33"E	50.92'
L22	N86°36'33"E	50.00'
L23	S89°00'34"E	50.02'
L24	S89°42'03"E	50.40'
L25	S00°57'22"W	58.66'
L26	S89°02'38"E	41.53'

CALL LETTERS NOTIFICATION CENTER OF COLORADO  
 1-800-922-1987  
 OR 934-06700 IN METRO DENVER  
 CALL BUSINESS DAYS IN ADVANCE  
 TO REQUEST A BUSINESS DAY  
 BECAUSE OF THE MARKETING  
 OF UNDERGROUND UTILITIES

DRAWN BY: RPK  
 CHECKED BY: FWH  
 DATE: 2/18/09  
 FILE: PPLAT

NO. DATE REVISION  
 1 4/15/09 REVISED ACCORDING TO COUNTY COMMENTS

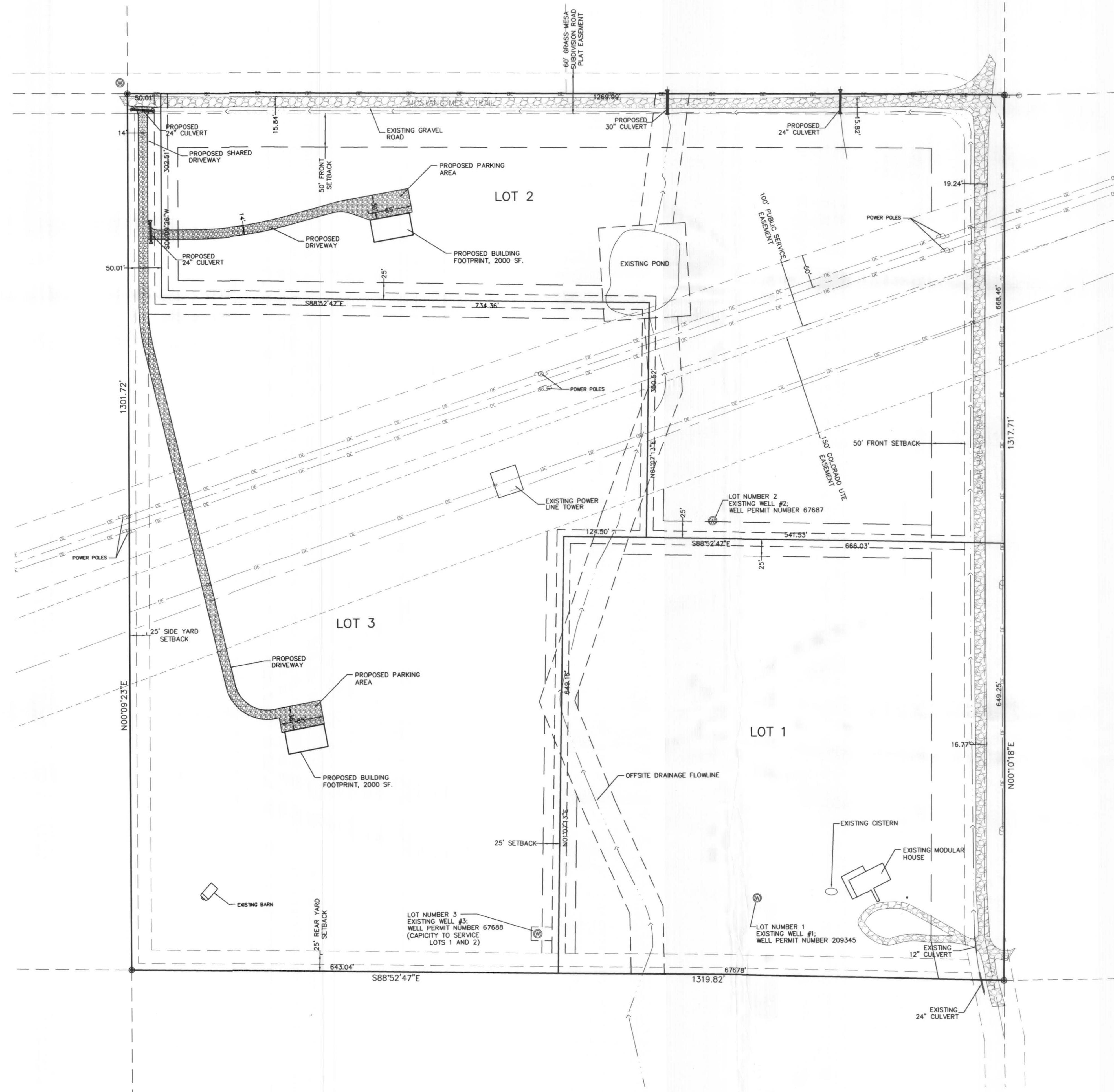
BY: DRD

HIGH COUNTRY ENGINEERING, INC.  
 1517 BLAKE AVENUE, STE 101,  
 GLENWOOD SPRINGS, CO 81601  
 PHONE (970) 945-8676 - FAX (970) 945-2555  
 WWW.HCENG.COM

RYAN MAY  
 RIFLE, COLORADO  
 HIGHLINE RANCH SUBDIVISION  
 PRELIMINARY PLAT

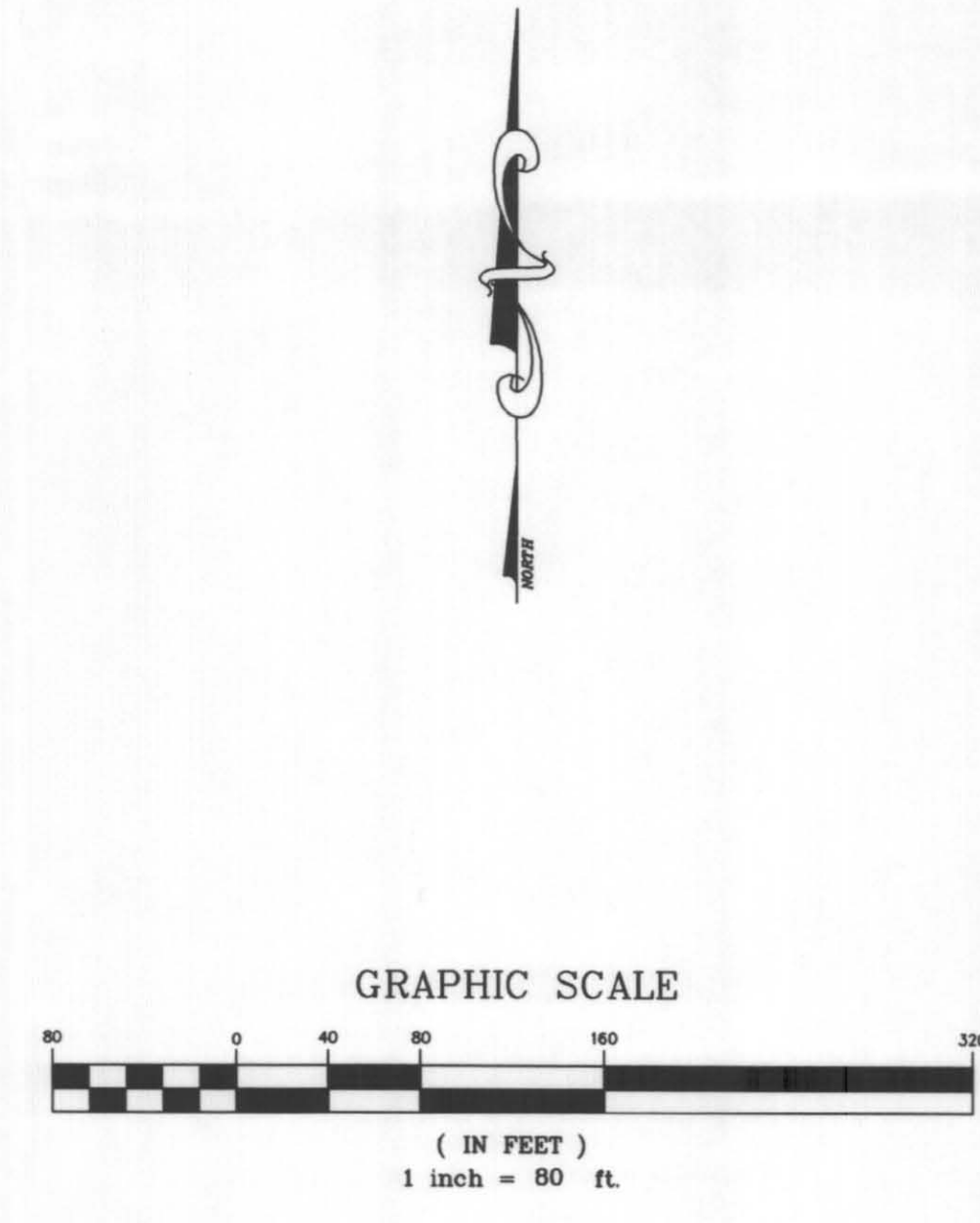
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 2081021.00  
 1 OF 1





**LEGEND**

- EXISTING GRAVEL ROAD
- PROPOSED GRAVEL ROAD
- PROPOSED CULVERT
- CENTERLINE
- EXISTING ROAD EASEMENT
- EXISTING ELECTRIC EASEMENT
- LOT LINE
- PROPOSED SETBACK
- EXISTING MONUMENT CORNER
- EXISTING GUY WIRE
- EXISTING ELECTRIC POLE
- WELL
- EXISTING OVERHEAD ELECTRIC



- NOTES:**
1. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED UPON UTILITY MAPS, OTHER INFORMATION PROVIDED BY UTILITY COMPANIES AND ACTUAL FIELD LOCATIONS IN SOME INSTANCES. THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTUAL FIELD CONDITIONS, AND SOME LOCATIONS ARE UNKNOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
  2. ALL CONSTRUCTION TO BE PER GARFIELD COUNTY SPECIFICATIONS.
  3. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD, EXCEPT AS NOTED IN THE SPECIAL CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.
  4. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION OPERATIONS TO THE AREA WITHIN THE LIMITS SHOWN ON THE PLANS. CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNERS INVOLVED.
  5. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  6. MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL DIRECTIONS.
  7. PROPERTY CURRENTLY RECORDED AS LOT 6A GRASS MESA RANCH AND LOCATED IN TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PM, IN THE SE1/4 SE1/4 OF SECTION 21.
  8. AVERAGE SLOPE IS ABOUT 5.4% WITH NO SLOPES EXCEEDING 20%.
  9. 3 SINGLE FAMILY HOMES PROPOSED WITH THE ABILITY TO HAVE 1 ADDITIONAL DRELLING UNIT PER LOT IF THE FUTURE HOMEOWNERS SO CHOOSE.
  10. EXISTING AND PROPOSED ZONING IS A/A/RD - AGRICULTURAL/RESIDENTIAL/RURAL DENSITY WHICH ALLOWS A MINIMUM LOT SIZE OF 2 ACRES.
  11. TOTAL DEVELOPMENT AREA IS 39.683 ACRES.
  12. SURVEY WAS PERFORMED BY BRIAN STEINWINDER ON BEHALF OF THE SEXTON SURVEY COMPANY.
  13. TOTAL PROPOSED OFF-STREET PARKING IS 0.
  14. TOTAL AREA OF NON-RESIDENTIAL FLOOR SPACE IS 0.
  15. TOTAL PROPOSED DENSITY IS 3 UNITS/39.683 ACRES OR 0.0756 UNITS/ACRE.



**HIGH COUNTRY ENGINEERING, INC.**  
 14 INVERNESS DRIVE EAST, STE. F.120, ENGLEWOOD, CO 80112  
 PHONE (303) 925-0544 FAX (303) 925-0547  
 1517 BLAKE AVENUE, STE. 101, GLENWOOD SPRINGS, CO 81601  
 PHONE (970) 945-8676 FAX (970) 945-2555  
 WWW.HCENG.COM

**RYAN MAY**  
 GARFIELD COUNTY, CO  
**HIGHLINE RANCH SUBDIVISION**  
**SITE AND UTILITY PLAN**

NO.	DATE	REVISION	BY
1	4/15/09	REVISED ACCORDING TO COUNTY COMMENTS	DRD

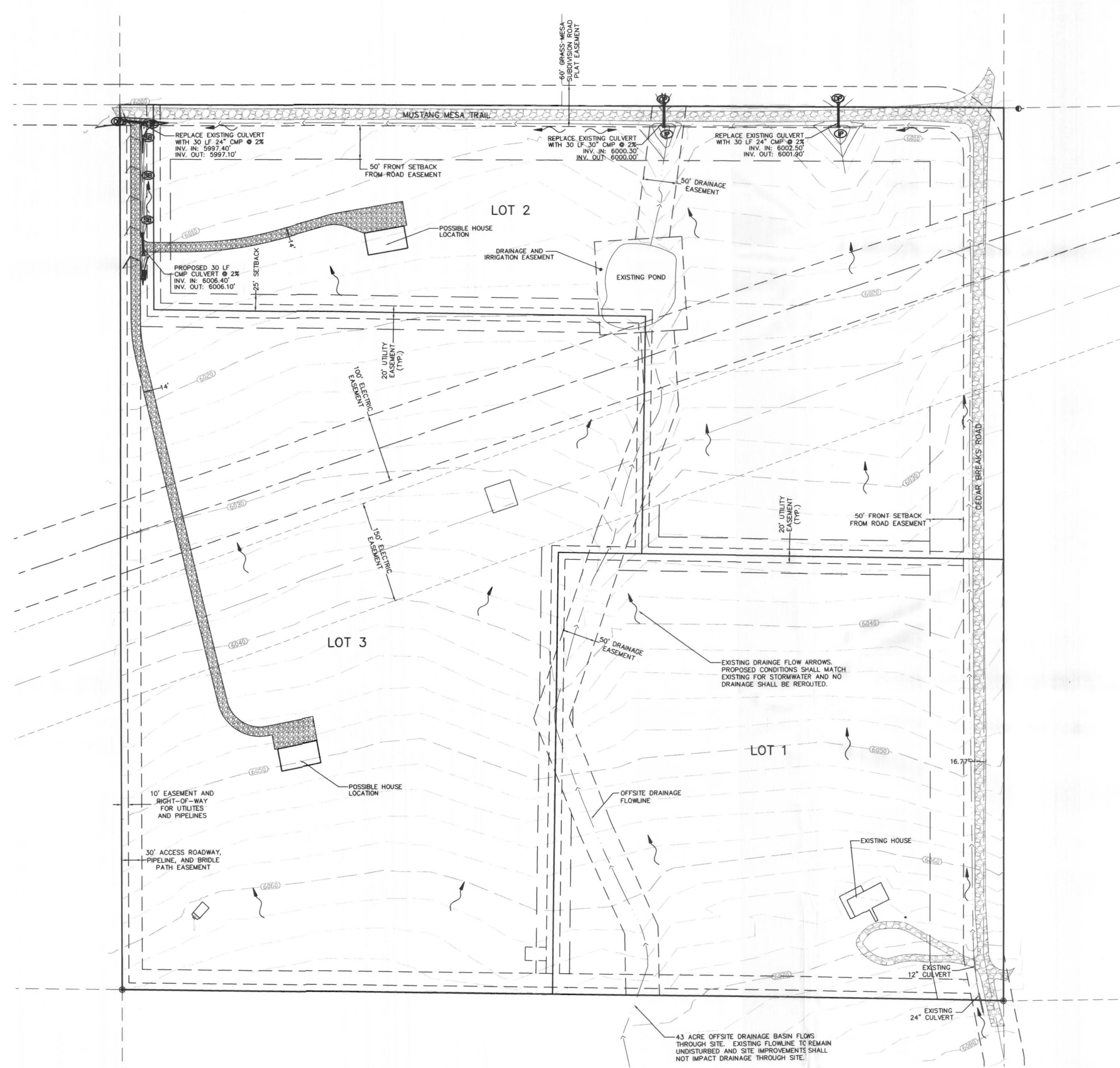
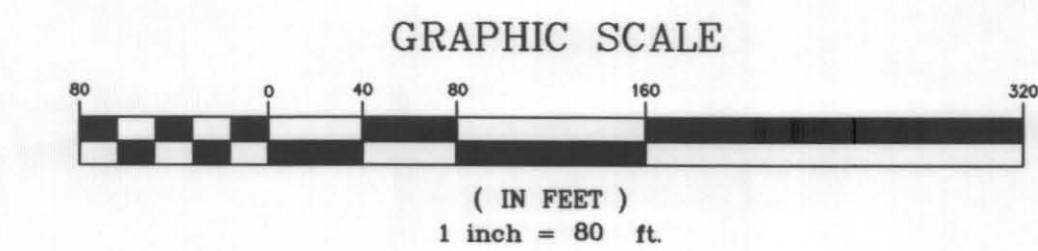
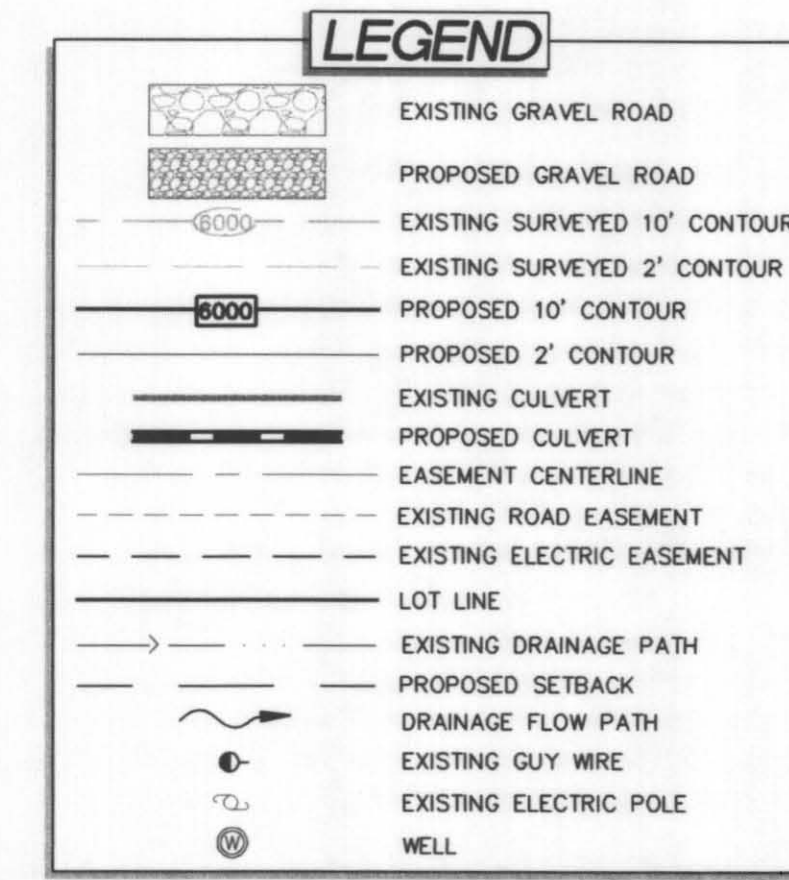
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CALL UTILITY NOTIFICATION CENTER OF COLORADO  
 1-800-922-1987  
 OR 894-09700 IN METRO DENVER  
 CALL 2 BUSINESS DAYS IN ADVANCE  
 TO REQUEST A UTILITY LOCATOR  
 TO BE CALLED FOR THE MARKING OF  
 UNDERGROUND MEMBER UTILITIES

PROJECT NO.  
**2081021.00**

**3**





**NOTES:**

1. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED UPON UTILITY MAPS, OTHER INFORMATION PROVIDED BY UTILITY COMPANIES AND ACTUAL FIELD LOCATIONS IN SOME INSTANCES. THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTUAL FIELD CONDITIONS, AND SOME LOCATIONS ARE UNKNOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
2. ALL CONSTRUCTION TO BE PER GARFIELD COUNTY SPECIFICATIONS.
3. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD, EXCEPT AS NOTED IN THE SPECIAL CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.
4. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION OPERATIONS TO THE AREA WITHIN THE LIMITS SHOWN ON THE PLANS. CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNERS INVOLVED.
5. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL DIRECTIONS.
7. THERE IS UNDER 1 ACRE OF DISTURBED AREA WILL REQUIRE REVEGETATION. THE WATER LINE INSTALLATION, CULVERT INSTALLATION, AND THE SHARED DRIVEWAY ARE THE ONLY SUBDIVISION DISTURBANCES.

**NATIVE SEED MIX**

SCIENTIFIC NAME	COMMON NAME	VARIETY	PLS LB/ACRE SEEDING RATE
GRASSES			
AGROPYRON SMITHII	WESTERN WHEATGRASS	ARRIBA	4
AGROPYRON TRACHYCAULUM	SLENDER WHEATGRASS	PRIMAR	4
FESTUCA IDAHOENSIS	IDAHO FESCUE	JOSEPH	2
FESTUCA RUBRA	RED FESCUE		1
KOELERIA MACRANTHA	JUNEGRASS		1
ORYZOPSIS HYMENOIDES	INDIAN RICEGRASS		1
POA SANDBERGII	SANDBERG BLUEGRASS	CANBAR	1
SITANON HYSTRIX	SQUIRREL TAIL		1
STIPA VIRIDULA	GREEN NEEDLEGRASS	LOOORM	2

**SOIL MANAGEMENT PLAN**

ALL AREAS DISTURBED DURING CONSTRUCTION WILL BE REVEGETATED ACCORDING TO THE FOLLOWING CRITERIA, AND THE NORTHWEST COLORADO COUNCIL OF GOVERNMENTS WATER QUALITY PROTECTION STANDARDS. DURING CONSTRUCTION, EROSION WHICH MAY POSE A THREAT TO SURROUNDING PROPERTIES OR WATERWAYS WILL BE CONTAINED THROUGH THE USE OF TEMPORARY EROSION CONTROL MEASURES AS SHOWN ON THE EROSION CONTROL PLAN. REVEGETATION OF DISTURBED AREAS SHALL COMMENCE IN THE FALL, PRIOR TO THE FIRST MAJOR SNOWFALL, OR EARLY SPRING IF SITE CONDITIONS ALLOW.

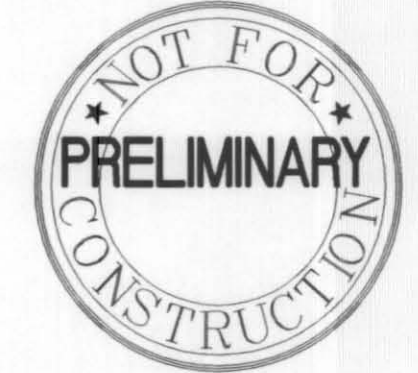
EROSION CONTROL MEASURES ARE AIMED AT CONTROLLING/CONFINING SEDIMENT WITHIN OR NEAR THE AREA OF DISTURBANCE. THE LONG TERM STABILITY OF THESE AREAS WILL DEPEND ON THE ESTABLISHMENT OF APPROPRIATE GROUND COVER VEGETATION. THE PRIMARY GOAL OF THE REVEGETATION EFFORT IS TO PROTECT WATER QUALITY WHICH WILL REQUIRE A STURDY GROUND COVER AS SOON AS POSSIBLE.

FOLLOWING ARE STANDARDS WHICH HAVE BEEN ESTABLISHED FOR REVEGETATION APPLICATION TECHNIQUES:

1. ALL TOPSOIL SHALL BE SALVAGED FROM DISTURBED AREAS, STOCKPILED AND RE-SPREAD PRIOR TO REVEGETATION. TOPSOIL SHOULD NOT BE RE-SPREAD ON AREAS OF THE SITE PROPOSED FOR FUTURE ROADWAY OR PARKING LOT CONSTRUCTION. THE FINISHED SOIL SURFACE SHALL BE LEFT IN AN IRREGULAR, SCARIFIED CONDITION WHICH MAXIMIZES MOISTURE RETENTION ON THE SLOPE.
2. WHERE SLOPE ALLOWS, SEED SHALL BE DRILLED OR OTHERWISE MECHANICALLY INCORPORATED INTO THE SOIL ("FARMED"). WHERE STEEPNESS OF SLOPE RESTRICTS EQUIPMENT ACCESS, SEED SHALL BE HYDRAULICALLY APPLIED AND FOLLOWED BY APPLICATION OF HYDRAULICALLY APPLIED MULCH OR STRAW. STRAW MULCH SHALL BE SECURED IN PLACE WITH A HYDRAULICALLY APPLIED TACKIFIER.
3. MATCH SLOPES WITH GRADIENTS OF 2:1 OR STEEPER SHALL BE HYDRAULICALLY SEEDDED, STRAW MULCHED AND PROTECTED BY PLACEMENT OF EROSION BLANKET (JUTE, EXCELSIOR OR SIMILAR ORGANIC PRODUCT). STRAW TACKIFIER IS NOT REQUIRED WHEN EROSION BLANKET IS USED.
4. THE EXPOSED SLOPE WOULD BE PREPARED WITH MINI BENCHES. TOPSOIL WOULD THEN BE SPREAD OVER THE SLOPE, SEEDDED AND COVERED WITH STRAW.
5. REVEGETATION WILL BE CONSIDERED SUCCESSFUL WHEN THE CONTRACTOR HAS ESTABLISHED A DESIRABLE PERENNIAL VEGETATION (SEED MIX) BY THE END OF THE SECOND GROWING SEASON SUFFICIENT IN COVER AND CAPABLE OF RENEWING ITSELF TO ADVANCE TO THE ACCEPTABLE STAGE OF REVEGETATION AND THE DISTURBED AREA IS CONSIDERED STABILIZED AND EROSION CONTROLLED.
6. THESE REVEGETATION PROCEDURES DO NOT APPLY TO THOSE LOCATIONS SCHEDULED TO BE SODDED.

IF THE DISTURBED AREAS ARE LEFT EXPOSED FOR MORE THAN 90 DAYS DURING CONSTRUCTION, THESE AREAS MUST BE RESEDED.

THE AGGREGATE AND TOPSOIL STOCKPILING SHALL BE SPREAD AND ELIMINATED PRIOR TO THE END OF THE FIRST SEASON OF CONSTRUCTION.



CALL UTILITY NOTIFICATION CENTER OF COLORADO 1-800-922-1987 OR 934-06700 IN METRO DENVER CALL 2 BUSINESS DAYS IN ADVANCE TO ADVANCE THE MARKING OF UNDERGROUND MEMBER UTILITIES

BY	DRD
REVISION	REVISED ACCORDING TO COUNTY COMMENTS
DATE	4/15/08
NO.	1

DRAWN BY: DRD  
 CHECKED BY: RDN  
 DATE: 2/18/09  
 FILE: GRO1

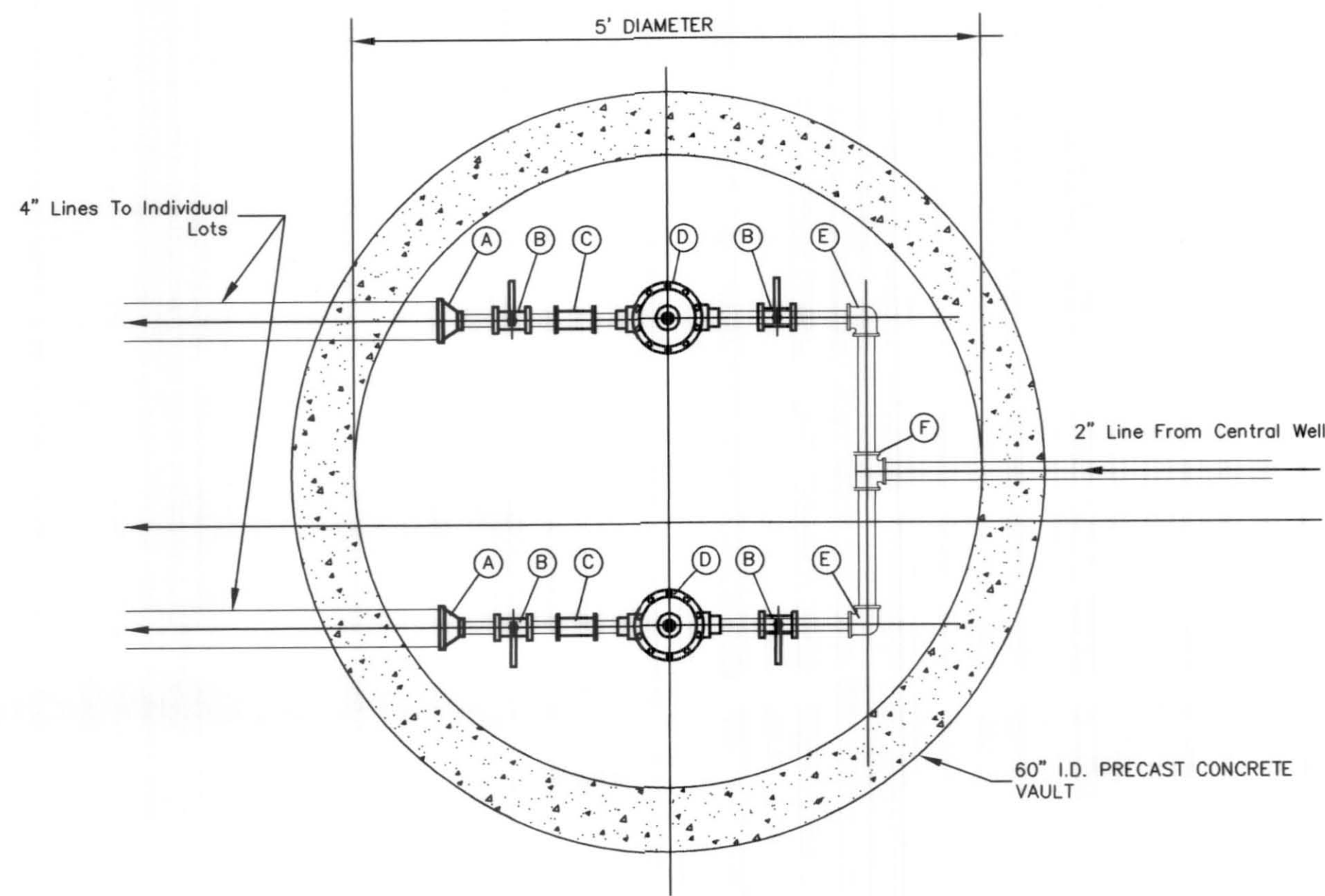
**HIGH COUNTRY ENGINEERING, INC.**  
 14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
 PHONE (303) 925-0544 FAX (303) 925-0547  
 1517 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
 PHONE (970) 945-8676 FAX (970) 945-2555  
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RYAN MAY  
 GARFIELD COUNTY, CO  
**HIGHLINE RANCH SUBDIVISION  
 GRADING, DRAINAGE, AND  
 EROSION CONTROL PLAN**

PROJECT NO.  
**2081021.00**

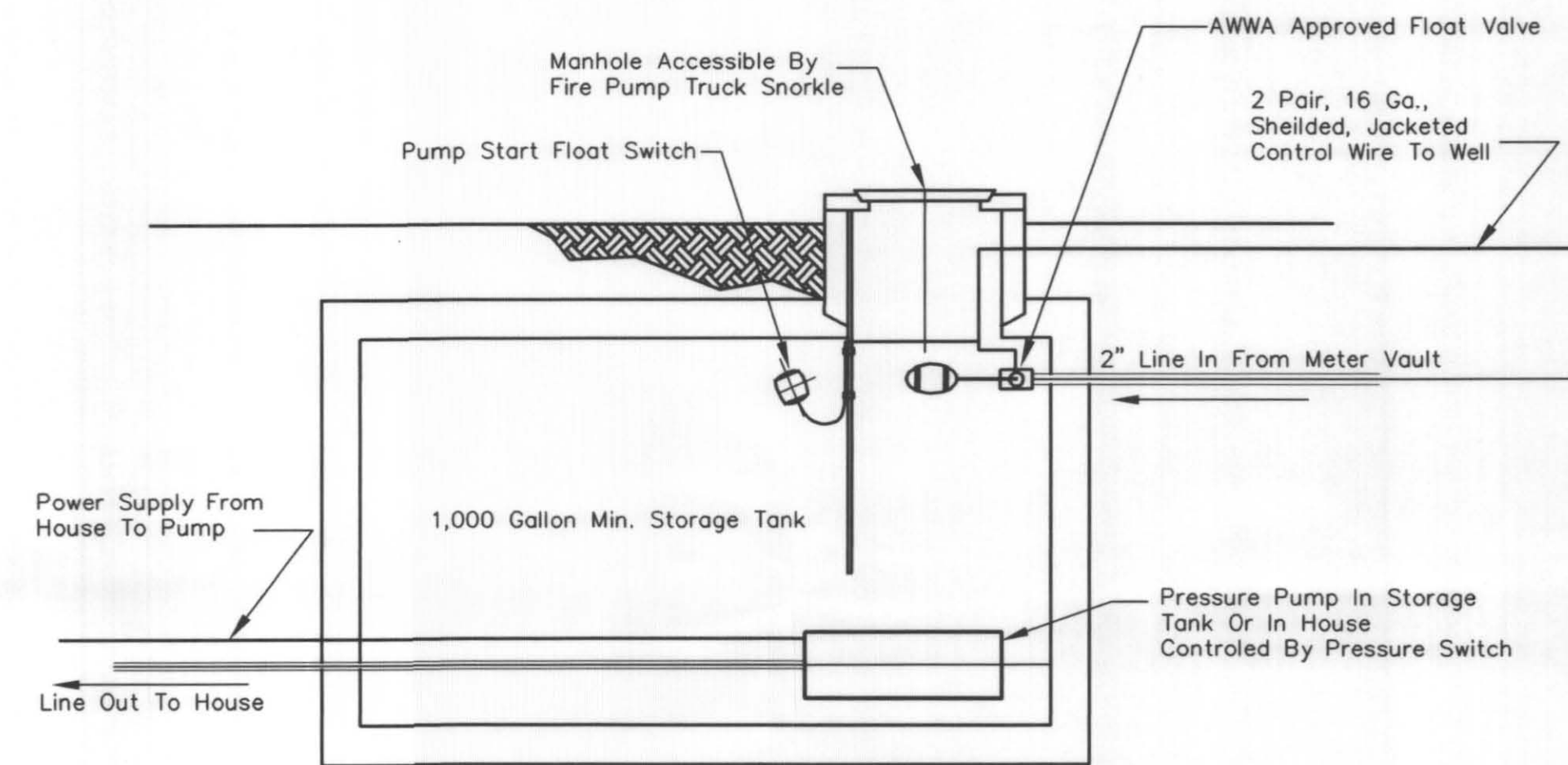
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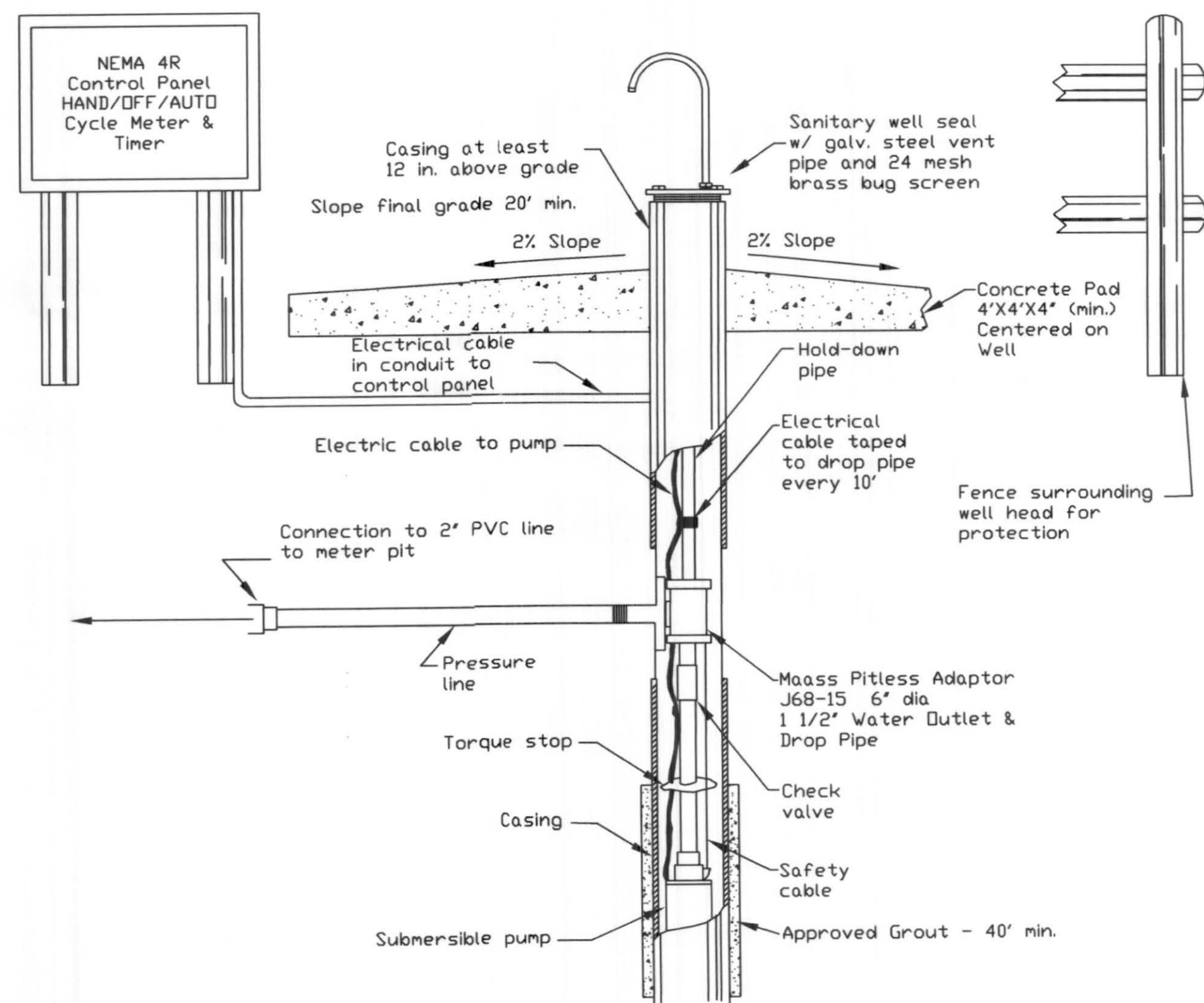


TYPICAL PLAN VIEW  
NOT TO SCALE

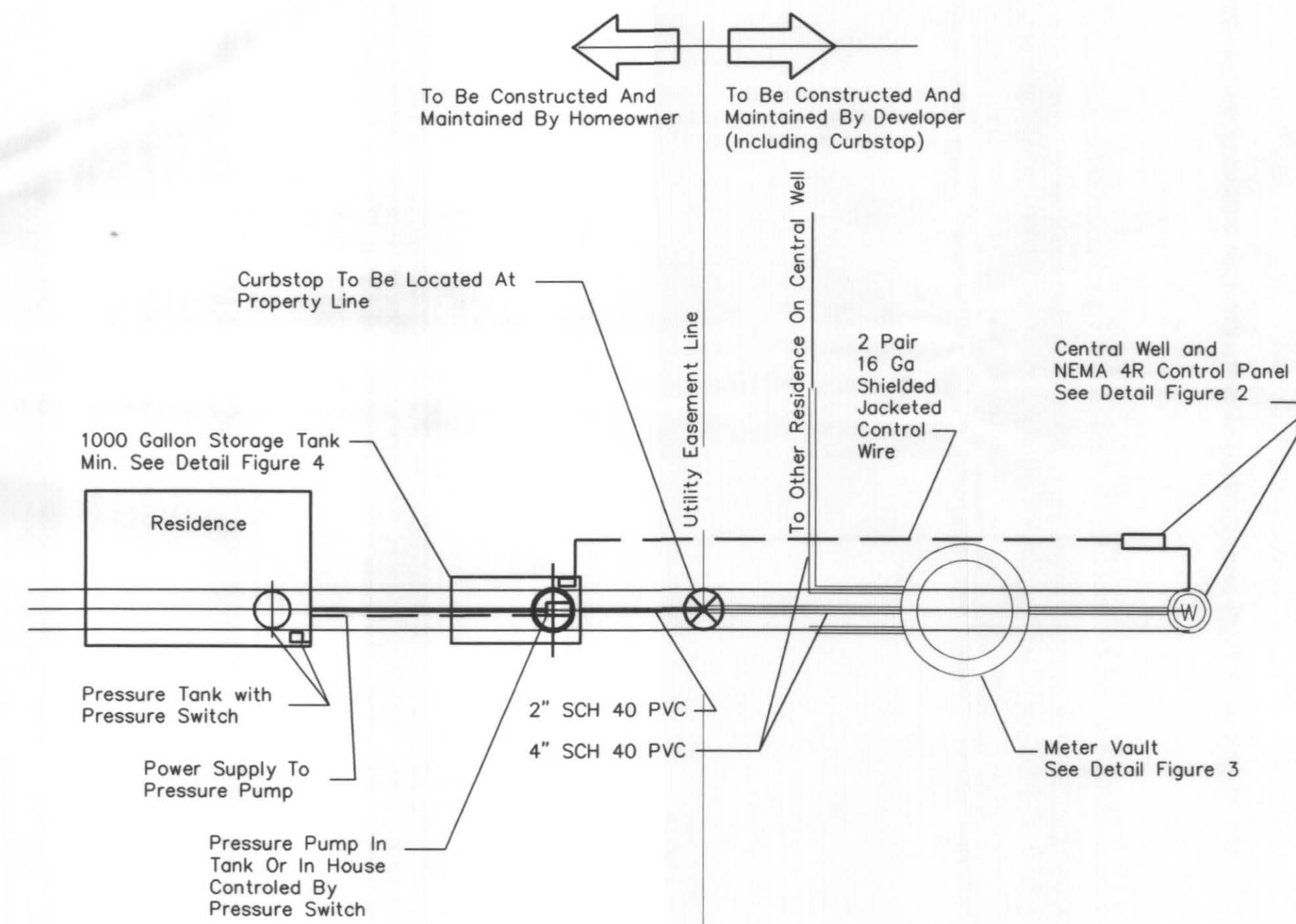
KEY	
(A)	4" X 1" SCH 40 REDUCER
(B)	1" SCH 40 PVC BALL VALVE
(C)	1" DOLE FLOW CONTROL VALVE - SIZED BY DIVIDING WELL YIELD BY NO. OF LOTS SERVED
(D)	1" TOTALIZING FLOW METER WITH 1 PAIR INSULATED 18 GA. OR LARGER WIRE TO ECR REMOTE IN ACCESSIBLE LOCATION AT SURFACE
(E)	1" SCH 40 PVC ELBOW
(F)	2" X 1" SCH 40 PVC TEE



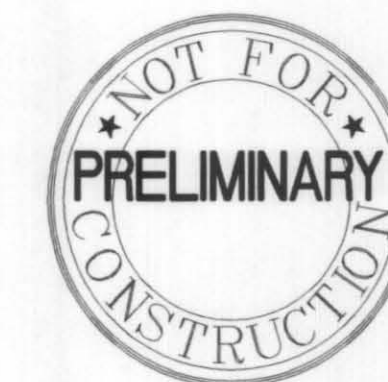
TYPICAL 1,000 DOMESTIC WATER SUPPLY TANK  
NOT TO SCALE



WELL HEAD TYPICAL DETAIL  
NOT TO SCALE



SHARED WELL SYSTEM SCHEMATIC (IF SHARED WELL IS REQUIRED)  
NOT TO SCALE



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1	4/15/09	REVISED ACCORDING TO COUNTY COMMENTS	DRD

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1-800-922-1987  
OR 303-467-0000 IN METRO DENVER  
CALL BUSINESS DAYS IN ADVANCE  
CALL 311 IN ADVANCE FOR THE MARKING OF  
UNDERGROUND MEMBER UTILITIES

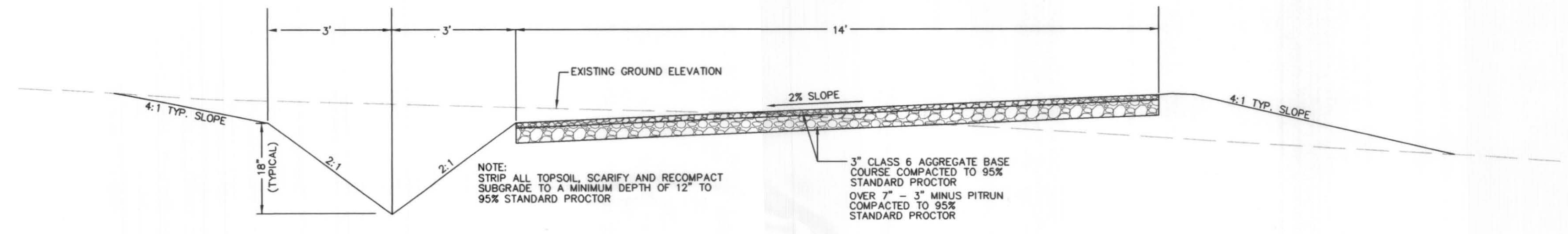
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CHECKED BY: RDN  
DATE: 2/18/09  
FILE: WSP

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1517 BLAKE AVENUE, STE. 101, GLENWOOD SPRINGS, CO 81601  
PHONE (970) 945-8676 FAX (970) 945-2555  
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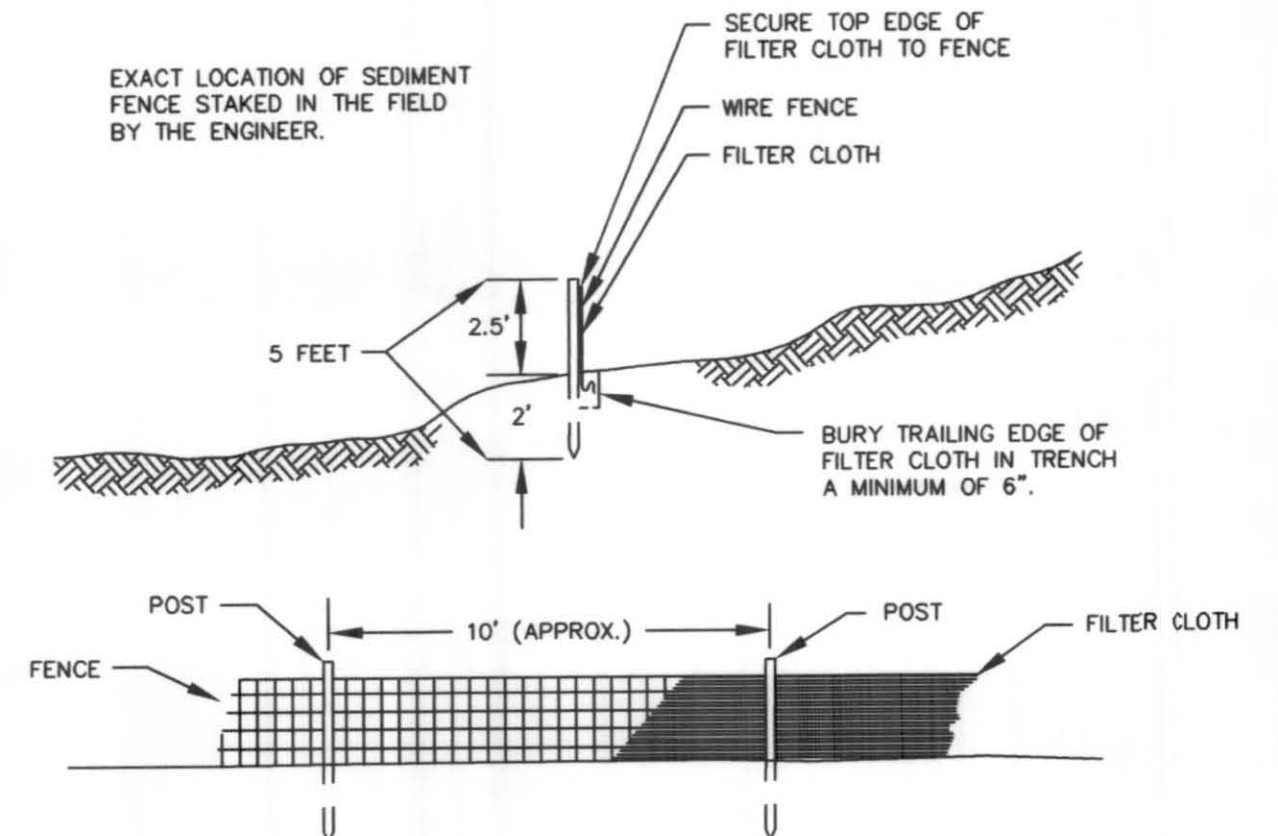
RYAN MAY  
GARFIELD COUNTY, CO  
HIGHLINE RANCH SUBDIVISION  
WATER SUPPLY  
DETAIL SHEET

PROJECT NO.  
2071059.00



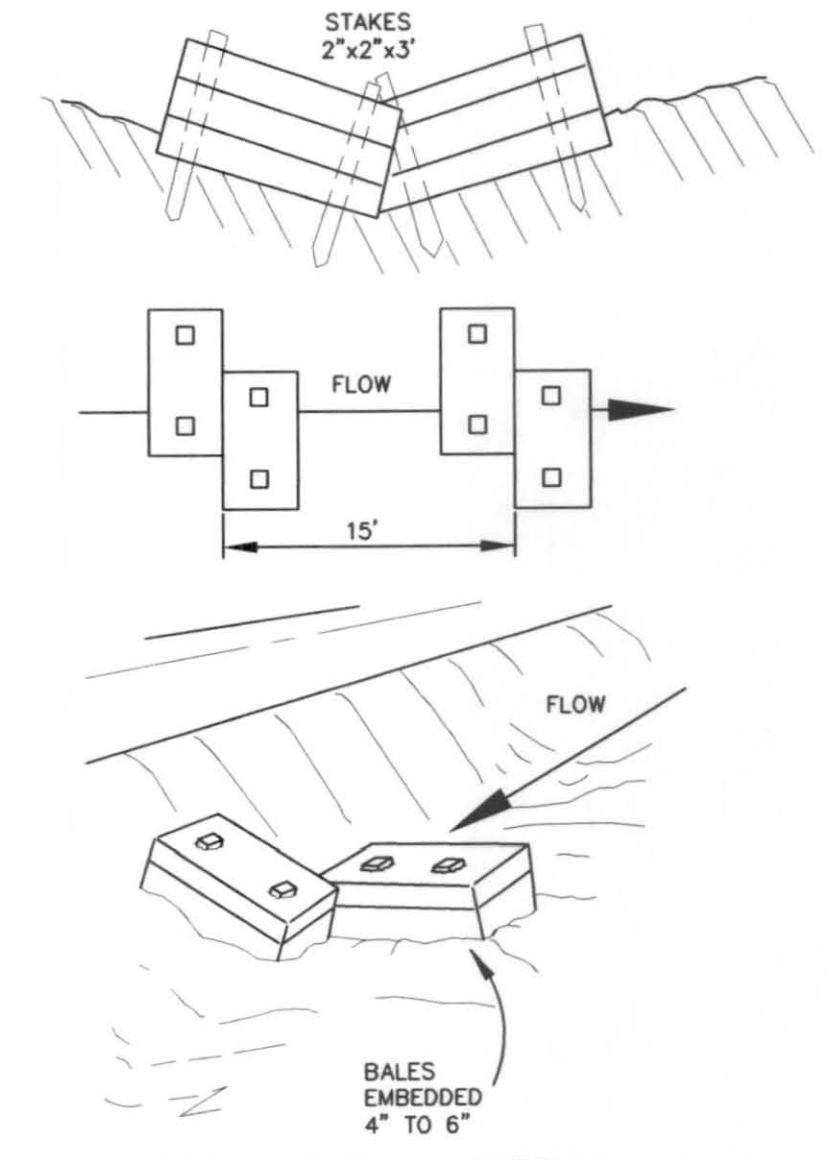


**SHARED DRIVEWAY**  
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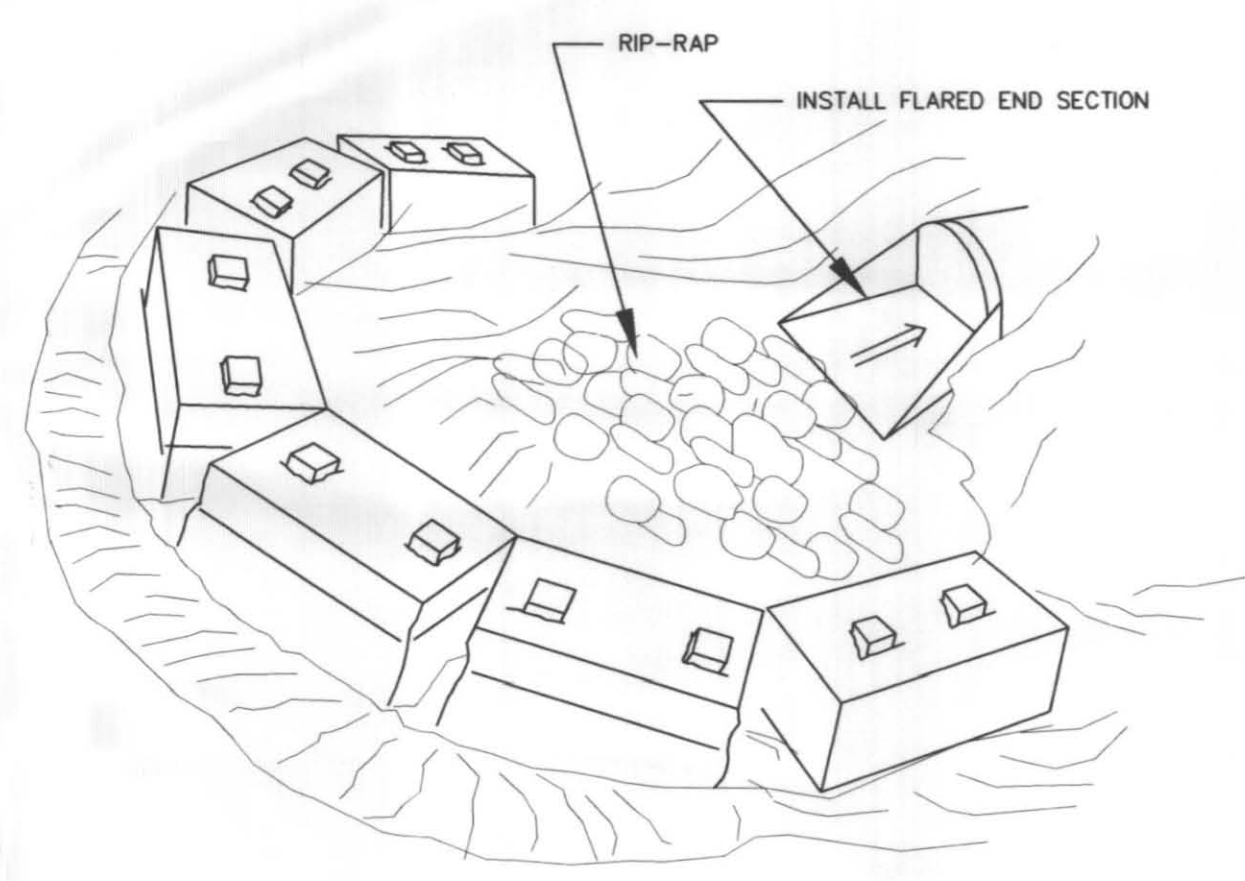


**SF SEDIMENT CONTROL FENCE**  
N.T.S.

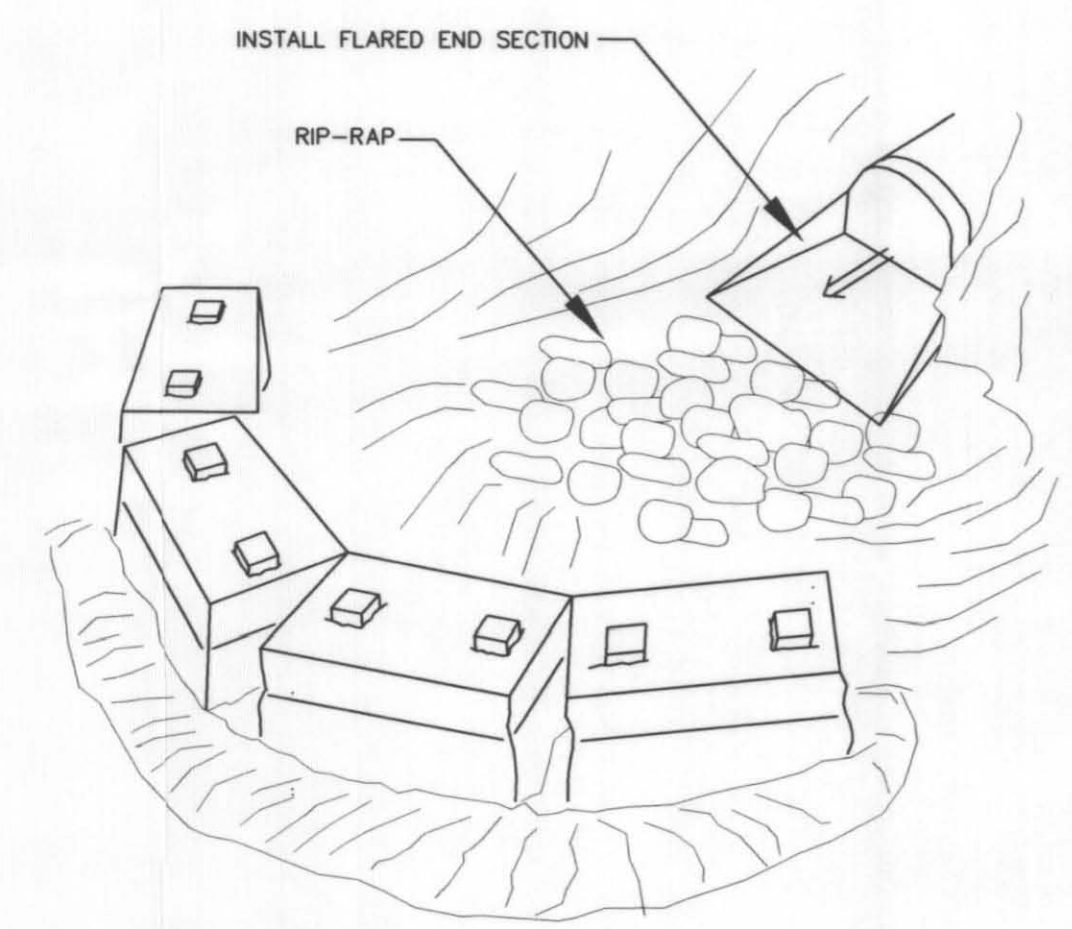
MATERIALS FOR FILTER CLOTH FENCE SHALL CONSIST OF STANDARD WOVEN LIVE-STOCK WIRE, A MINIMUM OF 36\"/>



**SB SEDIMENTATION CONTROL HAY CHECK DAM**  
N.T.S.



**IP CULVERT INLET**  
N.T.S.



**OP CULVERT OUTLET**  
N.T.S.

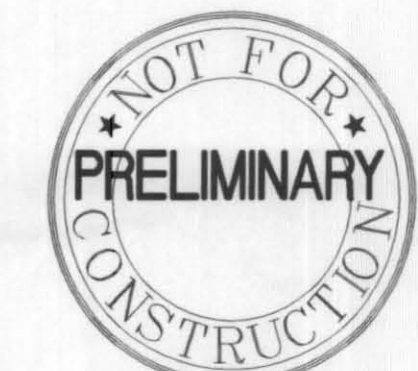
CALL UTILITY NOTIFICATION CENTER OF COLORADO 1-800-922-1987 OR 954-06700 IN METRO DENVER	BY DRD	REVISION	DATE	NO.
CALL BUSINESS DAYS IN ADVANCE EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES	DRD	REVISED ACCORDING TO COUNTY COMMENTS	4/15/09	1

**HIGH COUNTRY ENGINEERING, INC.**  
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RYAN MAY  
GARFIELD COUNTY, CO  
**HIGHLINE RANCH SUBDIVISION**  
**DETAIL SHEET**

PROJECT NO.  
**2081021.00**



**PRELIMINARY**  
**DRAINAGE REPORT**  
**FOR**  
**HIGHLINE RANCH SUBDIVISION**  
**GARFIELD COUNTY, COLORADO**

PREPARED FOR:

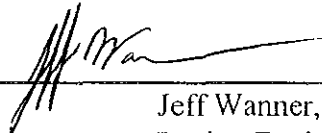
Ryan May  
520 Birch Ct.  
Rifle, CO 81650

PREPARED BY:

High Country Engineering, Inc.  
1517 Blake Avenue, Suite 101  
Glenwood Springs, CO 81601  
(970) 945-8676

January 28, 2009

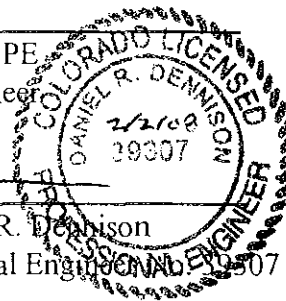
HCE JOB NUMBER: 2081021.00



Jeff Wanner, PE  
Design Engineer



Reviewed by: Daniel R. Dennison  
Colorado Registered Professional Engineer



## TABLE OF CONTENTS

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II. Hydrology	3
III. Existing Conditions	3
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VI. References	6

### APPENDIX A: Exhibits

- A - Vicinity Map (8.5"x11")
- B - SCS Soils Map (8.5"x11")
- C - NOAA-2yr (8.5"x11")
- D - NOAA-25yr (8.5"x11")
- E - NOAA-100yr (8.5"x11")

### APPENDIX B: Hydrology Calculations

- Drainage Calculations
- TR-55 Drainage Calculations for Stormwater Runoff
  - o Basin A: 2-yr, 25-yr & 100-yr
  - o Basin B: 2-yr, 25-yr & 100-yr
  - o Basin C: 2-yr, 25-yr & 100-yr
- Drainage Culvert Sizing Calculations
  - o Basin A Driveway Crossing
  - o Basin B Mustang Mesa Tr. Crossing
  - o Basin C Mustang Mesa Tr. Crossing

### APPENDIX C: Drawings

- DR-1 – Drainage Basin Exhibit – Onsite & Offsite Basins (11"x17")



## **I. Property Description**

The Highline Ranch Subdivision is a 39.683 acre property found on Grass Mesa, south of the city limits of Rifle, within Garfield County. More specifically, the Ryan May Property is currently recorded as Lot 6A Grass Mesa Ranch and located in Township 6 South, Range 93 West of the 6<sup>th</sup> PM, in the SE ¼ SE ¼ of Section 22. A Vicinity Map has been included in appendix B.

## **II. Hydrology**

The hydrologic methods for this study are outlined in the Soil Conservation Service (SCS) publication "Procedures for Determining Peak Flows in Colorado" (1980), Urban Hydrology for Small Watersheds, TR-55 U.S. Dept. of Agriculture publication, and the computer program AutoCAD Hydrology TR-55 Tabular Method. The development is located below an elevation of 8,000 ft, therefore, peak flows in this area will be rainfall derived.

The soil types within the area of study are Vale Silt Loam, Torriorthents-Rock Outcrop Complex, and Morval-Tridell Complex (Sheet 2) as designated by the United States Department of Agriculture Soil Conservation. A brief description of these soils has been included on the soils map (8.5"x11") and is included in the appendix as Exhibit 2.

The rainfall amounts were obtained using the Precipitation – Frequency Atlas of the Western United States published by the National Oceanic and Atmospheric Administration (NOAA). Using this atlas the precipitation corresponding to the 2-yr, 24 hr storm event is 1.4 inches; the 25-yr, 24-hr storm event is 2.4 inches; and the 100-yr, 24-hr storm event produces 3.0 inches of precipitation.

## **III. Existing Conditions**

The majority of the Highline Ranch Subdivision property currently consists of scrub oak and sage mountain brush mixture fair to poor condition. A combined curve number, CN, of 79 was used for the existing conditions of all off-site and on-site basins. The drainage basins have been illustrated on the Drainage map included in Appendix (11"x17").

The existing drainage basin is composed of three offsite basins and three onsite basins that sheet flow south to north. Two existing 12" culverts cross Mustang Mesa Trail on the property and receive runoff from the on and off site basins. The western culvert (located near the center of the Mustang Mesa Trail frontage, north of the existing pond) currently receives all of the runoff from 27.4 acres of offsite area (Basin OFF-B) and 13.5 acres of runoff from onsite drainage (Basin EX-B). For drainage calculations involving culverts, these areas are combined to create Basin-B. The other culvert crossing Mustang Mesa Trail is located in the northeast corner of the subdivision and receives runoff from approx. 5.1 acres of offsite area (Basin OFF-C) and 10 acres of onsite drainage, (Basin EX-C). For drainage calculations involving culverts, these areas are combined to create Basin-C. The western portion of the site currently receives runoff from a 16 acre onsite basin (Basin EX-A) and a 5.1 acre offsite drainage basin (Basin OFF-A) which is collected in the roadside ditch along the south side of Mustang Mesa Trail and is delivered to an existing culvert to the west of the property. For drainage calculations, these areas are portions of Basin-C. See DR-1 (11x17 plan) for

plan depicting the existing drainage basins. Basin Characteristics are tabulated in Table 1, Table 2, and Table 3 below. Drainage calculations are included in Appendix B.

**Table 1: Existing Onsite Basin Characteristics**

BASIN	AREA (ac)	CN
EX-A	15.97	79
EX-B	13.58	79
EX-C	10.18	79

**Table 2: Existing Offsite Basin Characteristics**

BASIN	AREA (ac)	CN
OFF-A	5.1	79
OFF-B	27.37	79
OFF-C	5.1	79

**Table 3: Drainage Basins and Runoff Rates**

BASIN	AREA (ac)	CN	Tc (hrs)	Q, 2YR (cfs)	Q, 25YR (cfs)	Q, 100YR (cfs)
Basin-A	21.07	79	0.16	3.99	18.72	29.75
Basin-B	40.87	79	0.23	7.74	36.32	57.70
Basin-C	15.10	79	0.17	2.86	13.42	21.32

#### IV. Proposed Conditions

The proposed development will consist of three lots with gravel access drives and an approx. 2,000 SF building pads on two of the lots. The third lot has an existing building on it with an approx. 2,000 SF footprint which will remain. Minimal grading will be done by contractor for construction of gravel driveways and proposed drainage routing shall match existing conditions.

Proposed site improvements shall not change the drainage flow pattern of onsite basins and the existing path of the offsite basin shall not be impacted or changed by proposed improvements. For drainage calculation purposes a CN=79 is applicable for both existing and proposed storm runoff calculations and no measurable increase in runoff shall be created by the proposed improvements. A minimal amount of landscaping would offset the increased runoff created by the construction of the two new houses and gravel driveways. All proposed improvements to Lots 1 & 2 are in Basin-A and the worst case scenario only results in an increase in the CN from 79.1 to 79.4. If the development of these two lots includes any landscaped area the curve number will be even closer to the predevelopment value. Since the curve numbers for the drainage basins are unchanged, the proposed conditions flow rates will match existing conditions (see Table 3). Calculations are included in Appendix B for the curve numbers of the basins with proposed improvements. The improvement of the existing pond may end up serving to increase detention, but detention is not necessary for the subdivision.

Existing storm culverts under and along Mustang Mesa Trail are 12" (minimum size per drainage

design standards 18”) calculations have been done to determine the adequate size culvert to handle the stormwater runoff from drainage basins at peak flow. All of the existing storm culverts need to be increased in size to provide adequate capacity and prevent the 25-YR storm event from flooding the road. See the drainage plan for proposed drainage culverts and culvert calculations are included in Appendix B. The proposed changes to the property are not what would force the upsizing of the culverts. The culverts were originally undersized according to the attached TR-55 calculations. We are proposing that the two culverts within the Highline Ranch Subdivision be upgraded.

#### **VIII. Summary**

The proposed development of Highline Ranch Subdivision is very minor and will not cause any significant impact to historic drainage runoff. The change in flow characteristics is minor and will not adversely affect any downstream landowner or structures. Existing drainage culverts need to be upgraded to meet current Garfield County drainage standards as proposed on the plan drawings.

## IX. References

National Oceanic and Atmospheric Administration: Precipitation-Frequency Atlas of the Western United States, Volume III-Colorado. Silver Springs, MD 1973.

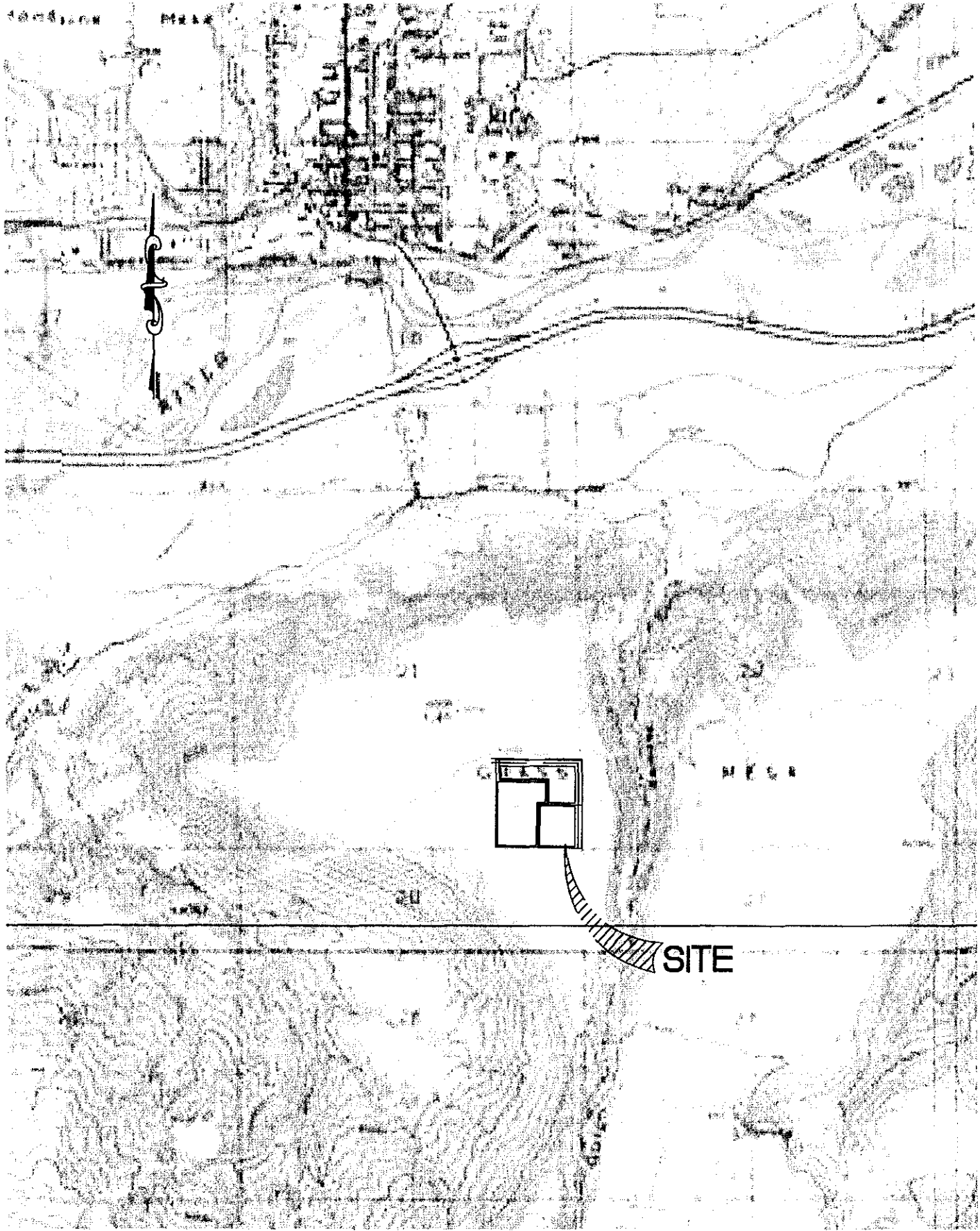
United States Department of Agriculture, Soil Conservation Service: Soil Survey of Aspen-Gypsum Area, Colorado, Parts of Eagle, Garfield, and Pitkin Counties, May 1992.

United States Department of Agriculture, Soil Conservation Service: Urban Hydrology for Small Watersheds, June 1986.

Soil Conservation Service (SCS) publication "Procedures for Determining Peak Flows in Colorado" (1980)

## APPENDIX A: EXHIBITS

Vicinity Map  
SCS Soils Map  
NOAA – 2yr  
NOAA – 25yr  
NOAA – 100yr



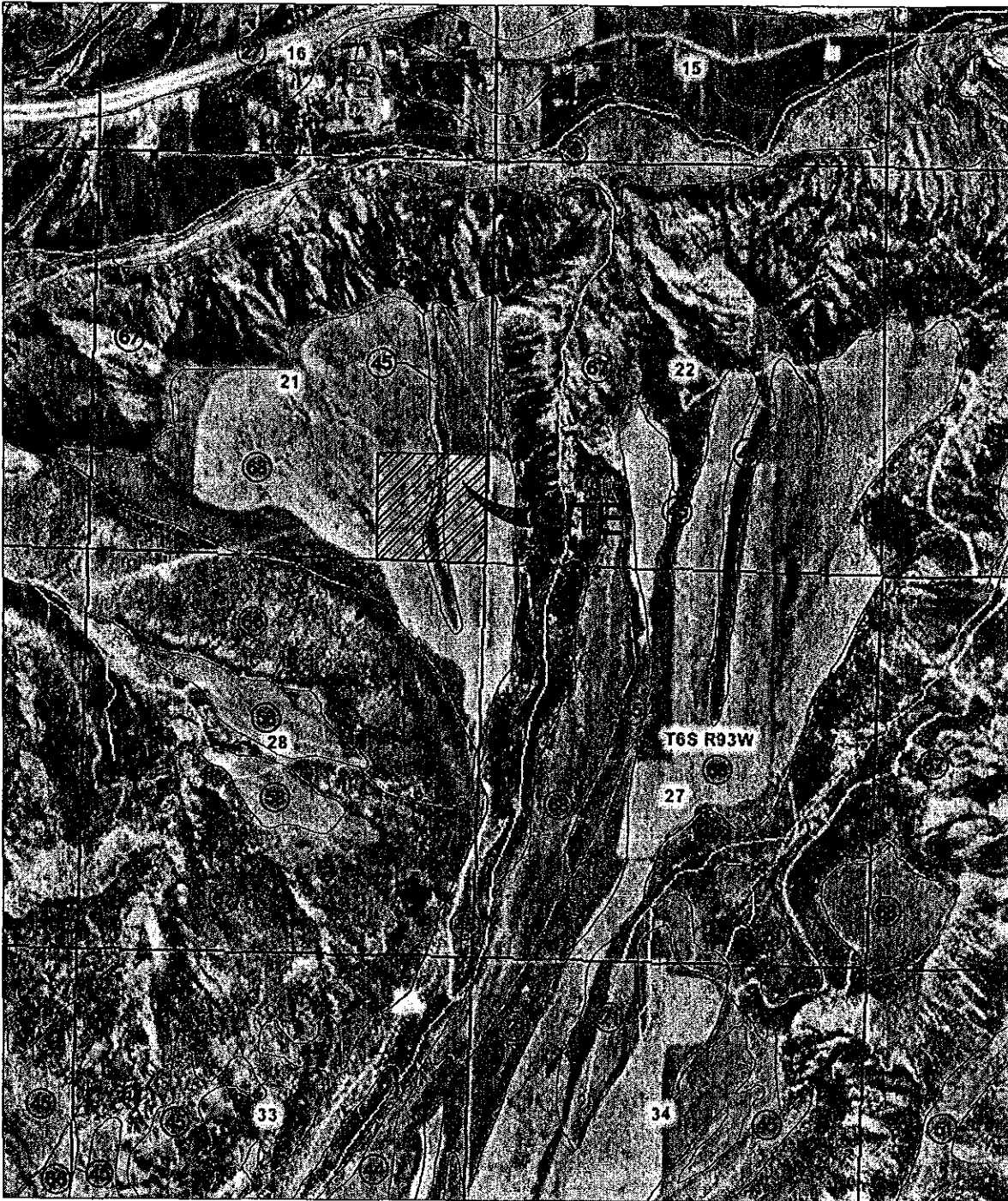
**HIGH COUNTRY ENGINEERING, INC.**

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 PHONE (303) 925-0544 FAX (303) 925-0547  
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RYAN MAY  
 GARFIELD COUNTY, CO.

**HIGHLINE RANCH  
 SUBDIVISION  
 VICINITY MAP**

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CHECKED BY:	PROJECT NO: 2081021.00
DATE: 1-28-09	PAGE: 1
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**SOILS CLASSIFICATION:**

- (68) VALE SILT LOAM, 3 TO 6 PERCENT SLOPES. HYDROLOGIC GROUP B, WELL DRAINED.
- (45) MORVAL-TRIDELL COMPLEX, 6 TO 25 PERCENT SLOPES. HYDROLOGIC GROUP B, WELL DRAINED.



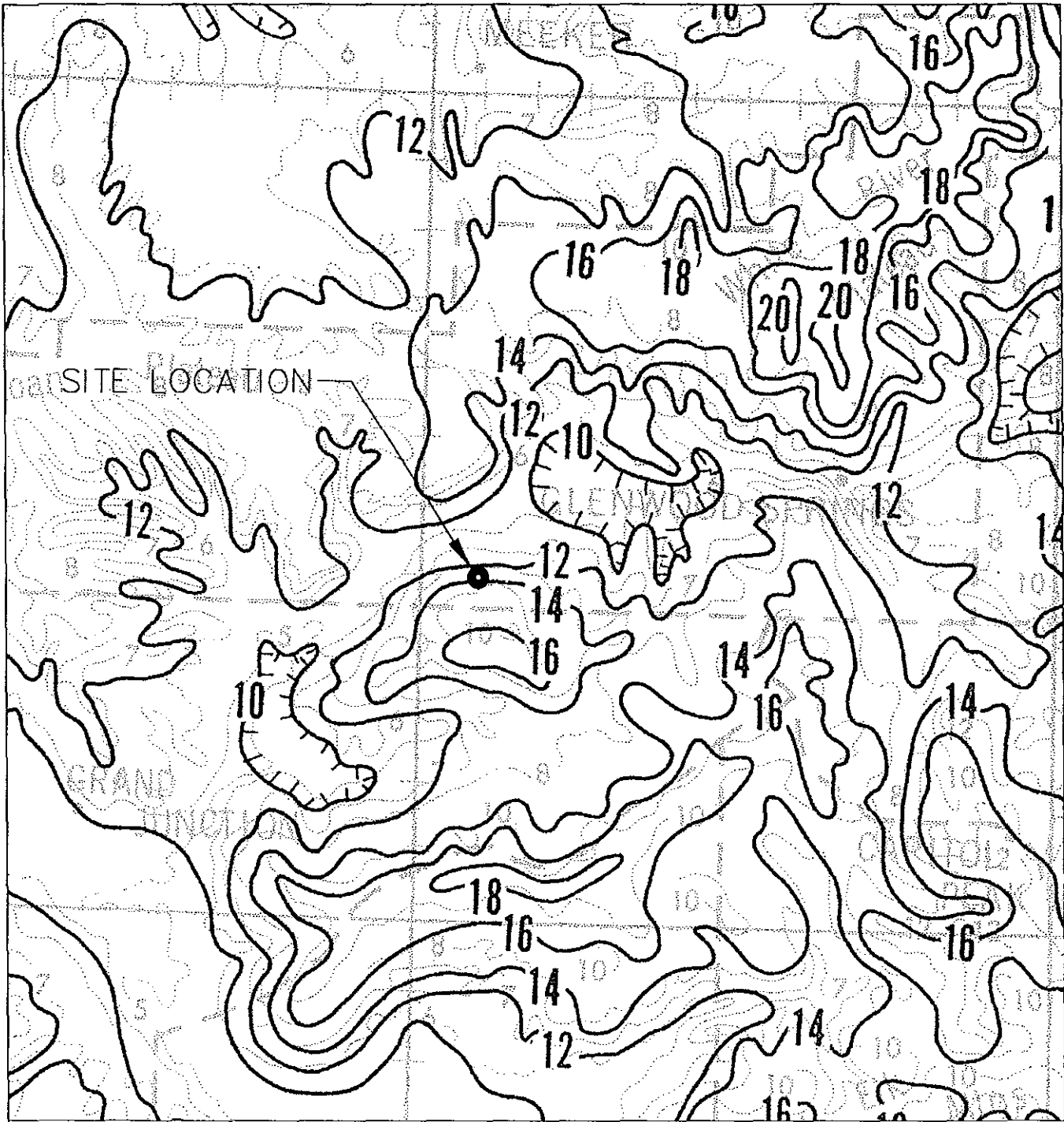
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RYAN MAY  
 GARFIELD COUNTY, CO.

**HIGHLINE RANCH  
 SUBDIVISION  
 SCS SOILS MAP**

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DATE: 1-28-09	PAGE:
FILE: VICINITY DWG	



NOAA ATLAS 2, Volume III

Prepared by U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
National Weather Service, Office of Hydrology

Prepared for U.S. Department of Agriculture, Soil  
Conservation Service, Engineering Division.



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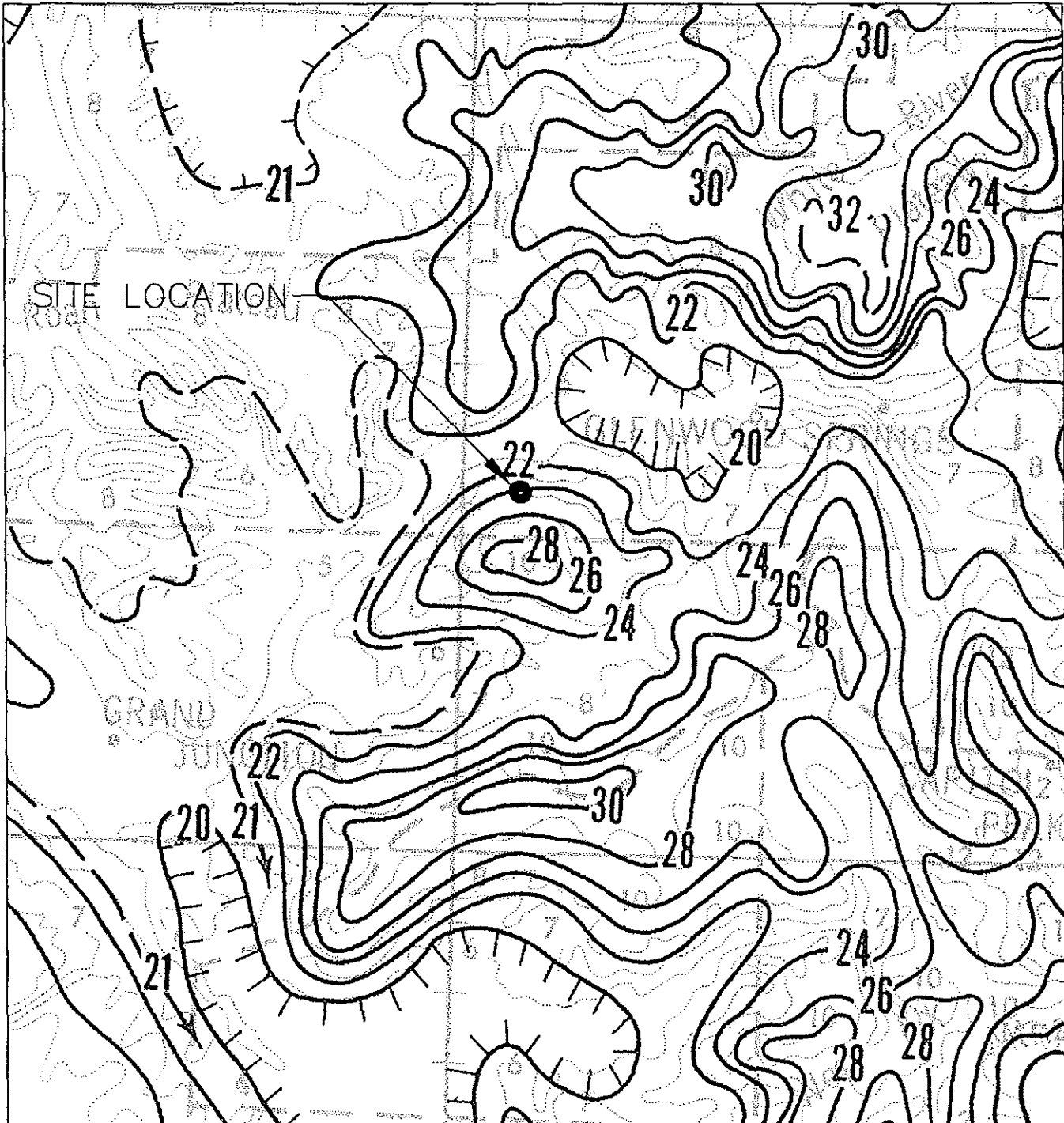
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PROJECT NO:	2071021
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**EXHIBIT C**

PAGE 1 OF 3

NOAA 2-YR 24-HR  
PRECIPITATION IN  
TENTHS OF AN INCH





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National Oceanic and Atmospheric Administration  
National Weather Service, Office of Hydrology

Prepared for U.S. Department of Agriculture, Soil  
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14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 925-0544 FAX (303) 925-0547

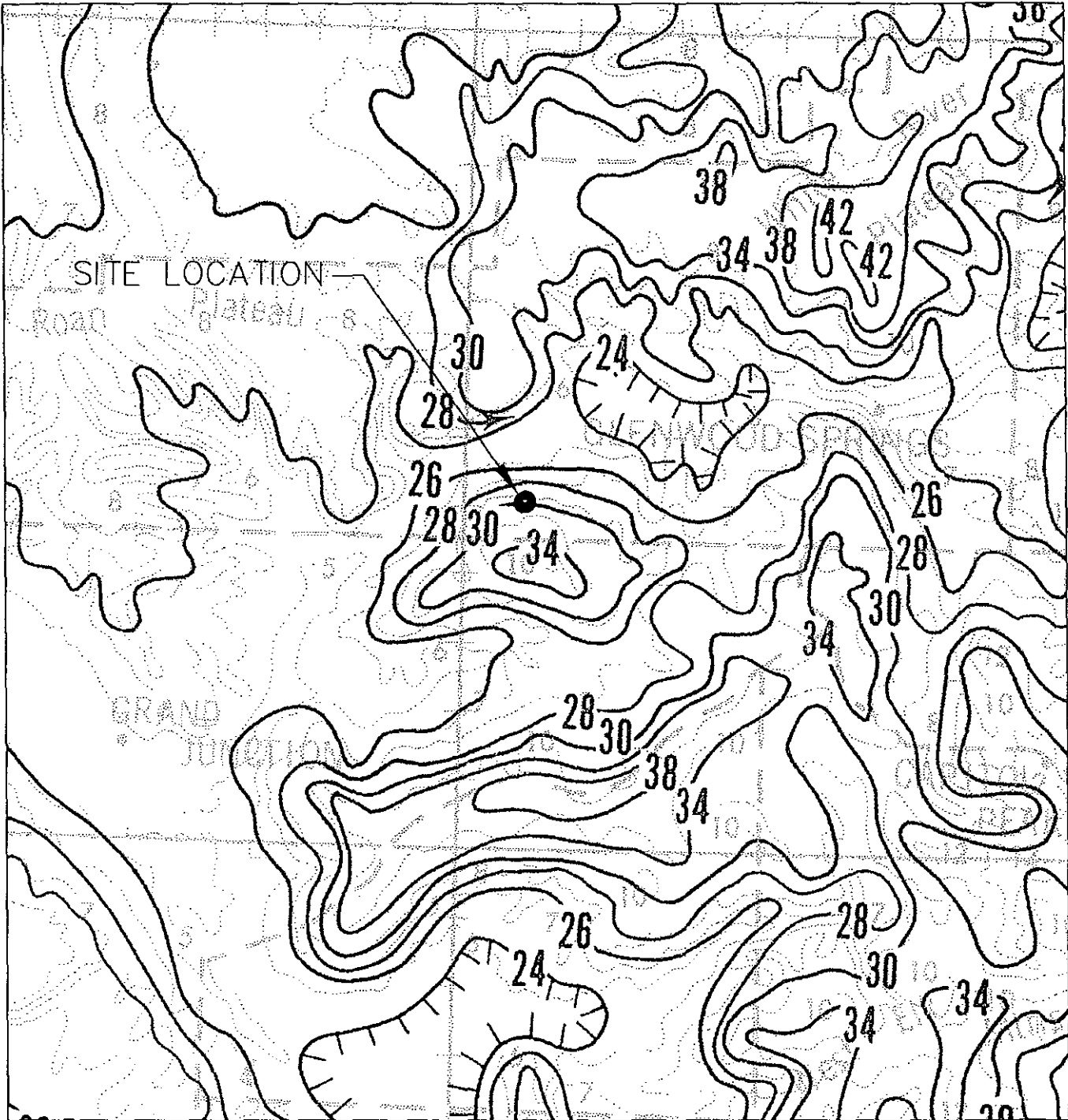
1517 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
PHONE (970) 945-8676 FAX (970) 945-2558  
WWW.HCENG.COM

DATE:	1/28/09
FILE:	J:/SDSKPROJ/208/1021
PROJECT NO:	2071021
DRAWN BY:	JRH

**EXHIBIT D**

PAGE 2 OF 3

NOAA 25-YR 24-HR  
PRECIPITATION IN  
TENTHS OF AN INCH



NOAA ATLAS 2, Volume III

Prepared by U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
National Weather Service, Office of Hydrology

Prepared for U.S. Department of Agriculture, Soil  
Conservation Service, Engineering Division.



**HIGH COUNTRY ENGINEERING, INC.**

14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 925-0544 FAX (303) 925-0547

1517 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
PHONE (970) 945-8676 FAX (970) 945-2555  
WWW.HCENG.COM

DATE:	1/28/09
FILE:	J:/SDSKPROJ/208/1021
PROJECT NO.:	2071021
DRAWN BY:	JRH

**EXHIBIT E**

PAGE 3 OF 3

NOAA 100-YR 24-HR  
PRECIPITATION IN  
TENTHS OF AN INCH

APPENDIX B  
HYDROLOGIC COMPUTATIONS



PROJECT Highline Ranch Subdivision JOB NO. 2081021.00

BY DRD DATE 1/28 CK'D BY \_\_\_\_\_ DATE \_\_\_\_\_

SUBJECT Drainage Study PAGE 1 OF 3

Existing Conditions				
EX-a	15.97 ac			
	Gravel Drive	.2409 ac	-	CN = 85
	undeveloped	15.7291 ac	-	CN = 79
	Overall	Curve Number =	79.1	
EX-B	13.58			
	Gravel Drive	.102 ac	-	CN = 85
	Pond	.113 ac	-	CN = 100
	undeveloped	13.365	-	CN = 79
	Overall	Curve Number =	79.2	
EX-C	10.18			
	Gravel Drive	.75 ac	-	CN = 85
	Building Roof	.0459 ac	-	CN = 98
	undeveloped	9.384 ac	-	CN = 79
	Overall	Curve Number =	79.5	



PROJECT Highline Ranch Subdivision JOB NO. 2081021.00

BY DRD DATE 1/28 CK'D BY \_\_\_\_\_ DATE \_\_\_\_\_

SUBJECT Drainage Study PAGE 2 OF 3

Proposed Basin Conditions			
PR-A	15.97 ac		
	Building Roof	.0918 ac	- CN = 98
	Gravel Drive	.7921 ac	- CN = 85
	Undeveloped	15.0861 ac	- CN = 79
	Overall	Overall CN = 79.4	
PR-B	13.58 ac		
	Gravel Drive	.102 ac	- CN = 85
	Pond	.113 ac	- CN = 100
	Undeveloped	13.365 ac	- CN = 79
	Overall	Overall CN = 79.2	
PR-C			
	Building Roof	.75 ac	- CN = 98
	Gravel Drive	.0459 ac	- CN = 85
	Undeveloped	9.384 ac	- CN = 79
	Overall	Overall CN = 79.5	
<ul style="list-style-type: none"> <li>• All development proposed on lots 1 &amp; 2 (Gravel Drives and Buildings) are in basin a.</li> <li>• The proposed development raises the curve number (CN) from 79.1 to 79.4. The .3 increase can be considered insignificant. And for design purposes proposed conditions will match existing conditions with respect to drainage calculations.</li> </ul>			



PROJECT Highline Ranch Subdivision JOB NO. 2081021.00

BY PRD DATE 1/28 CK'D BY \_\_\_\_\_ DATE \_\_\_\_\_

SUBJECT DRAINAGE STUDY PAGE 3 OF 3

SOIL CLASSIFICATION : B			
GROUND COVER : PASTURE/RANGE , POOR DRAINAGE			
UNDEVELOPED AREAS CN=79			
SITE RAINFALL			
	2-YR	=	1.4 in
	25-YR	=	2.6 in
	100-YR	=	3.2 in
OFF-SITE BASIN 43 AC UNDEVELOPED			
CN=79			
STORM WATER RUNOFF (BASED ON CN TABLES & RAINFALL)			
FROM PEAK FLOW IN COLORADO PUBLICATION			
CN=79			
	STORM	RUNOFF	
	2-YR	0.21	
	25-YR	0.90	
	100-YR	1.34	
★ NOTE RUNOFF VALUES USED FOR ALL BASINS AS CN IS THE SAME			

BASIN A - 2YR.txt

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
 2-YR BASIN A  
 Rainfall Distribution ..... Type II  
 Ia/P Interpolation ..... On  
 Total Area ..... 21.0700 ac  
  
 Peak Time ..... 12.2000 hrs  
 Peak Flow ..... 3.9913 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
BASIN - A		21.0700	79	0.1600	0.0000	1.4000

Support Data:

Messages:

Info: Time of Concentration rounded to 0.2000 hrs in row <1>.

BASIN A - 25YR.txt

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
 25-YR BASIN A  
 Rainfall Distribution ..... Type II  
 Ia/P Interpolation ..... On  
 Total Area ..... 21.0700 ac  
  
 Peak Time ..... 12.2000 hrs  
 Peak Flow ..... 18.7217 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
BASIN - A		21.0700	79	0.1600	0.0000	2.4000

Support Data:

Messages:

Info: Time of Concentration rounded to 0.2000 hrs in row <1>.



BASIN A - 100YR.txt

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
100-YR BASIN A  
Rainfall Distribution ..... Type II  
Ia/P Interpolation ..... On  
Total Area ..... 21.0700 ac  
  
Peak Time ..... 12.2000 hrs  
Peak Flow ..... 29.7453 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
BASIN - A		21.0700	79	0.1600	0.0000	3.0000

Support Data:

Messages:

Info: Time of Concentration rounded to 0.2000 hrs in row <1>.

BASIN B - 2YR.txt

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
2-YR BASIN B  
Rainfall Distribution ..... Type II  
Ia/P Interpolation ..... On  
Total Area ..... 40.8700 ac  
  
Peak Time ..... 12.2000 hrs  
Peak Flow ..... 7.7421 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
BASIN - B		40.8700	79	0.2300	0.0000	1.4000

Support Data:

Messages:

Info: Time of Concentration rounded to 0.2000 hrs in row <1>.

BASIN B - 25YR.txt

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
25-YR BASIN B  
Rainfall Distribution ..... Type II  
Ia/P Interpolation ..... On  
Total Area ..... 40.8700 ac  
  
Peak Time ..... 12.2000 hrs  
Peak Flow ..... 36.3150 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
BASIN - B		40.8700	79	0.2300	0.0000	2.4000

Support Data:

Messages:

Info: Time of Concentration rounded to 0.2000 hrs in row <1>.

BASIN B - 100YR.txt

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
100-YR BASIN B  
Rainfall Distribution ..... Type II  
Ia/P Interpolation ..... On  
Total Area ..... 40.8700 ac  
  
Peak Time ..... 12.2000 hrs  
Peak Flow ..... 57.6978 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
BASIN - B		40.8700	79	0.2300	0.0000	3.0000

Support Data:

Messages:

Info: Time of Concentration rounded to 0.2000 hrs in row <1>.

BASIN C - 2YR.txt

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
2-YR BASIN-C  
Rainfall Distribution ..... Type II  
Ia/P Interpolation ..... On  
Total Area ..... 15.1000 ac  
  
Peak Time ..... 12.2000 hrs  
Peak Flow ..... 2.8604 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
BASIN - C		15.1000	79	0.1700	0.0000	1.4000

Support Data:

Messages:

Info: Time of Concentration rounded to 0.2000 hrs in row <1>.

BASIN C - 25YR.txt

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
 25-YR BASIN-C  
 Rainfall Distribution ..... Type II  
 Ia/P Interpolation ..... On  
 Total Area ..... 15.1000 ac  
  
 Peak Time ..... 12.2000 hrs  
 Peak Flow ..... 13.4171 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
BASIN - C		15.1000	79	0.1700	0.0000	2.4000

Support Data:

Messages:

Info: Time of Concentration rounded to 0.2000 hrs in row <1>.

BASIN C - 100YR.txt

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
 100-YR BASIN-C  
 Rainfall Distribution ..... Type II  
 Ia/P Interpolation ..... On  
 Total Area ..... 15.1000 ac  
  
 Peak Time ..... 12.2000 hrs  
 Peak Flow ..... 21.3173 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
BASIN - C		15.1000	79	0.1700	0.0000	3.0000

Support Data:

Messages:

Info: Time of Concentration rounded to 0.2000 hrs in row <1>.

CULVERT - BASIN A.txt

CULVERT CROSSING FOR BASIN-A UNDER PROPOSED DRIVEWAY FOR LOTS 1 AND 2.  
CURRENTLY 12" CULVERT IN PLACE AT THIS LOCATION.

culvert calculator

All calculator output should be verified prior to design use

Entered Data:

Shape .....	Circular
Number of Barrels .....	1
Solving for .....	Headwater
Chart Number .....	1
Scale Number .....	1
Chart Description .....	CONCRETE PIPE CULVERT; NO BEVELED RING ENTRANCE
Scale Description .....	SQUARE EDGE ENTRANCE WITH HEADWALL
Overtopping .....	Off
Flowrate .....	18.7200 cfs
Manning's n .....	0.0240
Roadway Elevation .....	6004.0000 ft
Inlet Elevation .....	6000.0000 ft
Outlet Elevation .....	5999.0000 ft
Diameter .....	24.0000 in
Length .....	30.0000 ft
Entrance Loss .....	0.0000
Tailwater .....	2.0000 ft

Computed Results:

Headwater .....	6002.7199 ft Inlet Control
Slope .....	0.0333 ft/ft
Velocity .....	7.9747 fps

Messages:

Inlet head > outlet head.  
Computing Inlet Control headwater.  
Solving Inlet Equation 26.  
Solving Inlet Equation 28.  
Headwater: 6002.7199 ft



CULVERT - BASIN B.txt

MUSTANG MESA TRAIL CULVERT CROSSING FOR BASIN-B. CURRENTLY 12" CULVERT IN PLACE AT THIS LOCATION.

Culvert Calculator

All calculator output should be verified prior to design use

Entered Data:

Shape .....	Circular
Number of Barrels .....	1
Solving for .....	Headwater
Chart Number .....	1
Scale Number .....	1
Chart Description .....	CONCRETE PIPE CULVERT; NO BEVELED RING ENTRANCE
Scale Description .....	SQUARE EDGE ENTRANCE WITH HEADWALL
Overtopping .....	Off
Flowrate .....	36.3000 cfs
Manning's n .....	0.0240
Roadway Elevation .....	6006.0000 ft
Inlet Elevation .....	6002.0000 ft
Outlet Elevation .....	6001.0000 ft
Diameter .....	36.0000 in
Length .....	30.0000 ft
Entrance Loss .....	0.0000
Tailwater .....	2.0000 ft

Computed Results:

Headwater .....	6005.0240 ft Inlet Control
Slope .....	0.0333 ft/ft
Velocity .....	9.5559 fps

Messages:

Inlet head > Outlet head.  
Computing Inlet Control headwater.  
Solving Inlet Equation 26.  
Solving Inlet Equation 28.  
Headwater: 6005.0240 ft

CULVERT - BASIN C.txt

CULVERT CROSSING FOR BASIN-C. LOCATED AT THE NORTHEAST CORNER OF LOT A, UNDER MUSTANG MESA TRAIL.  
CURRENTLY 12" CULVERT IN PLACE AT THIS LOCATION.

Culvert Calculator

All calculator output should be verified prior to design use

Entered Data:

Shape .....	Circular
Number of Barrels .....	1
Solving for .....	Headwater
Chart Number .....	1
Scale Number .....	1
Chart Description .....	CONCRETE PIPE CULVERT; NO BEVELED RING ENTRANCE
Scale Description .....	SQUARE EDGE ENTRANCE WITH HEADWALL
Overtopping .....	Off
Flowrate .....	13.4000 cfs
Manning's n .....	0.0240
Roadway Elevation .....	6008.0000 ft
Inlet Elevation .....	6005.0000 ft
Outlet Elevation .....	6003.0000 ft
Diameter .....	24.0000 in
Length .....	30.0000 ft
Entrance Loss .....	0.0000
Tailwater .....	2.0000 ft

Computed Results:

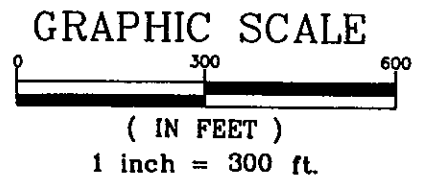
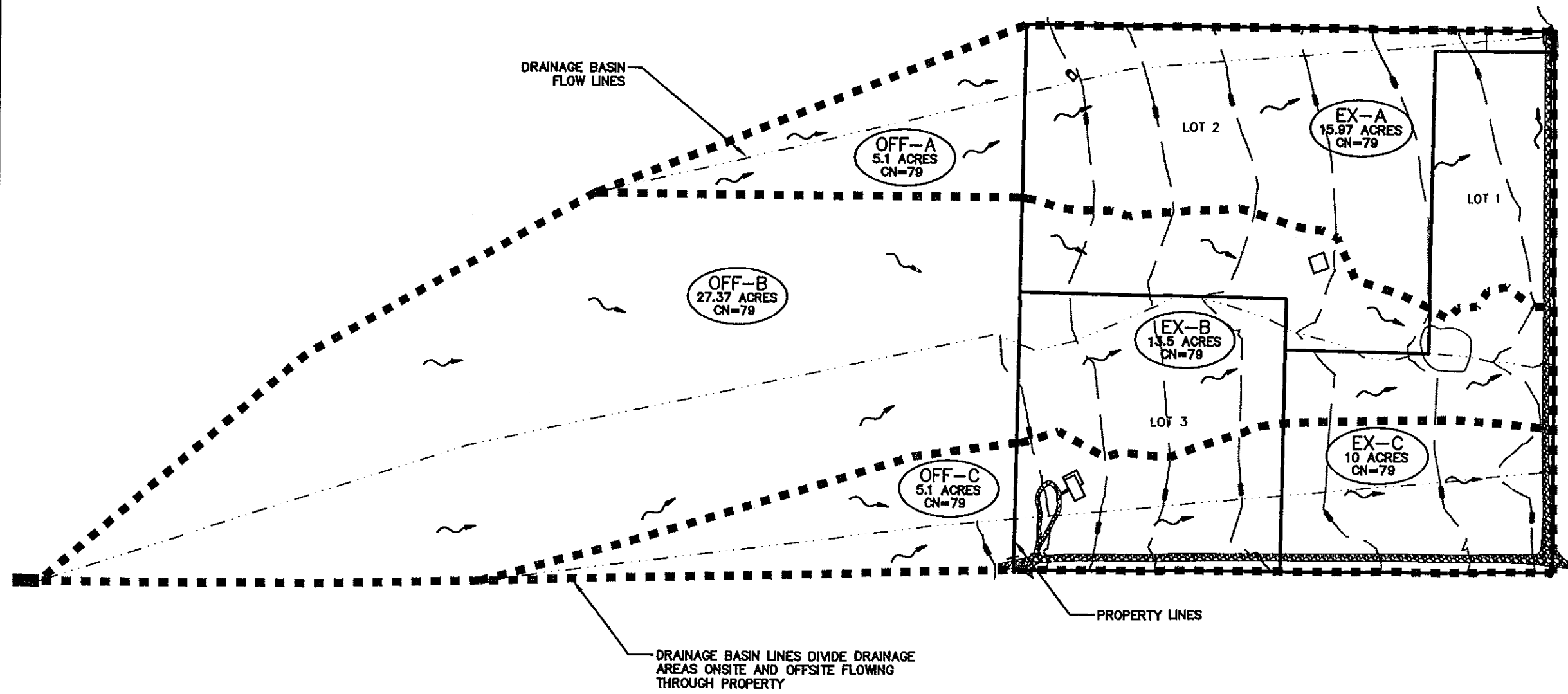
Headwater .....	6007.0083 ft Inlet Control
Slope .....	0.0667 ft/ft
Velocity .....	9.6599 fps

Messages:

Inlet head > Outlet head.  
Computing Inlet Control headwater.  
Solving Inlet Equation 26.  
Solving Inlet Equation 28.  
Headwater: 6007.0083 ft

APPENDIX C: DRAWINGS (11"x17")

DR-1 -- Drainage Basin Plan -- Onsite & Offsite Basins



COUNTY OF POLK 1-800-922-1987 OR 854-06700 IN METRO DENVER CALL BUSINESS DAYS IN ADVANCE BEFORE YOU GO TO THE BANK OF UNDERGROUND MEMBER UTILITIES	
BY	
REVISION	
NO.	DATE
DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	1/28/09
PROJECT	BASIN MAP

HIGH COUNTRY ENGINEERING, INC.  
 1517 BLAKE AVENUE, STE. 101  
 GLENWOOD SPRINGS, CO 81601  
 PHONE (970) 945-8678 • FAX (970) 945-2555  
 WWW.HCENG.COM

RYAN MAY  
 GARFIELD COUNTY, CO  
 HIGHLINE RANCH SUBDIVISION  
 DRAINAGE BASIN EXHIBIT  
 ONSITE AND OFFSITE BASIN

PROJECT NO.  
 2081021.00

DR-1

**HERT FOUR INC**  
PO BOX 3381  
GLENWOOD SPRINGS, CO 81602-3381

**WELLS FARGO BANK, N.A.**  
www.wellsfargo.com  
23-7/1020

1075

PAY TO THE  
ORDER OF

*Bertford Co. Treasurer*

1-21-09  
\$ 675<sup>00</sup>/<sub>100</sub>

*Six Hundred Seventy Five & 00/100*

DOLLARS

MEMO

*Cheryl*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

⑈0000001075⑈ ⑆102000076⑆ 3732013218⑈

Details on Back Security Features Included

RECEIVED

JUL 09 2010

GARFIELD COUNTY  
BUILDING & PLANNING

June 16, 2010

Ryan May  
1120 Cedar Breaks Road  
Rifle, CO 81650

Thomas Veljic, Senior Planner  
Garfield County Planning  
108 8<sup>th</sup> St., Suite 401  
Glenwood Springs, CO 81602

RE: Highline Ranch Subdivision

Dear Mr. Veljic:

As you know on August 11, 2009 the Garfield County Planning Commission recommended approval of my subdivision to the Board of County Commissioners but did acknowledge that some items in my application were missing or substandard and allowed me extra time to revise and add to the application prior to a public hearing before the Board. The following items have been addressed and are attached;

**Rifle Fire Protection District**-All requirements have been met as noted in the attached letter.

**Vegetation Management**-I have met with Steve Anthony and he inspected my property and I was instructed to spray noxious weeds as needed.

**Archaeological Assessment**-The assessment was performed by Flattops Archaeological Consultants and a letter report is attached.

**Well Permits/Well Test**-All well testing has been performed, my well permits have been updated, and my West Divide Contracts are current. You will find all of the related documents attached.

**Traffic Analysis**-The corrections to the traffic analysis have been accomplished and the document is stamped by an engineer qualified to perform such analysis.

I think I have met all of the requirements stipulated by the Planning Commission and am ready to move forward and schedule a public hearing before the Board of County Commissioners. Please accept this letter and attached documents and add them to my application for the Boards review. I will await your instructions for public notice and the schedule for the public hearing.

Sincerely,

Ryan May

**APPLICATION TO LEASE WATER FROM  
WEST DIVIDE WATER CONSERVANCY DISTRICT**  
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

**1. APPLICANT INFORMATION**

Name: Ryan May  
Mailing address: 1120 Cedar Breaks  
Rifle, CO 81650  
Telephone: 618-9275  
Authorized agent: \_\_\_\_\_

2. COURT CASE #s: Decree Case No. \_\_\_\_\_  
Augmentation Plan Case No. \_\_\_\_\_

**3. USE OF WATER**

**RESIDENTIAL**

Number of main residences: 1 No. ADU's \_\_\_\_\_  
Subdivision: No. constructed units: \_\_\_\_\_ No. vacant lots \_\_\_\_\_  
Home garden/lawn irrigation of 12,000 total sq. ft.  
Method of irrigation: flood \_\_\_\_\_ sprinkler  other \_\_\_\_\_  
Non-commercial animal watering of 2 animals  
Fire Protection   
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

*Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.*

**COMMERCIAL**

Number of units: \_\_\_\_\_ Total sq. ft. of commercial units: \_\_\_\_\_  
Description of use: \_\_\_\_\_

**INDUSTRIAL**

Description of use: \_\_\_\_\_

Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

**MUNICIPAL**

Description of use: \_\_\_\_\_

**DIRECT PUMPING**

Tributary: \_\_\_\_\_  
Location: \_\_\_\_\_

**4. SOURCE OF WATER**

Structure: Well Structure Name: May Well #2  
Source: surface \_\_\_\_\_ storage \_\_\_\_\_ ground water   
Current Permit # \_\_\_\_\_ (attach copy)

**5. LOCATION OF STRUCTURE**

Garfield SE SE  
County Quarter/quarter Quarter  
2/ 6S 93W 6th  
Section Township Range P.M.

Distance of well from section lines:  
500 ft from East line  
890 ft from South line  
Elevation: 6100  
Well location address: tbd Mustang Mesa, Rifle

(Attach additional pages for multiple structures)

**6. LAND ON WHICH WATER WILL BE USED**

(Legal description may be provided as an attachment.)  
Parcel 2 of SE1/4SE1/4 S21, T6S, R93W, 6th P.M.

Number of acres in tract: 13.378

*Inclusion into the District, at Applicant's expense, may be required.*

**7. TYPE OF SEWAGE SYSTEM**

Septic tank/absorption leach field  Central System \_\_\_\_\_ Other \_\_\_\_\_  
District name: \_\_\_\_\_

**8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:**

1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

*Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.*

*A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.*

*Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.*

Applicant Signature [Signature]

Applicant Signature \_\_\_\_\_

Application Date: August 13, 2008

**ISSUED AS AREA B CONTRACT**

\_\_\_\_\_ YES \_\_\_\_\_ NO

**WATER USE ESTIMATES**  
**COLORADO RIVER SERVICE AREA**  
**WEST DIVIDE WATER CONSERVANCY DISTRICT**

APPLICANT: Ryan May

Contract Amount w/ 5% Transit Loss = **0.63** acre feet

DWELLING UNITS:	<b>1</b>
IRRIGATED AREA (SQ FT):	<b>12000</b>
COMMERCIAL AREA (SQ FT):	<b>0</b>
NO. OF LIVESTOCK:	<b>2</b>
ELEVATION (MSL):	<b>6100</b>

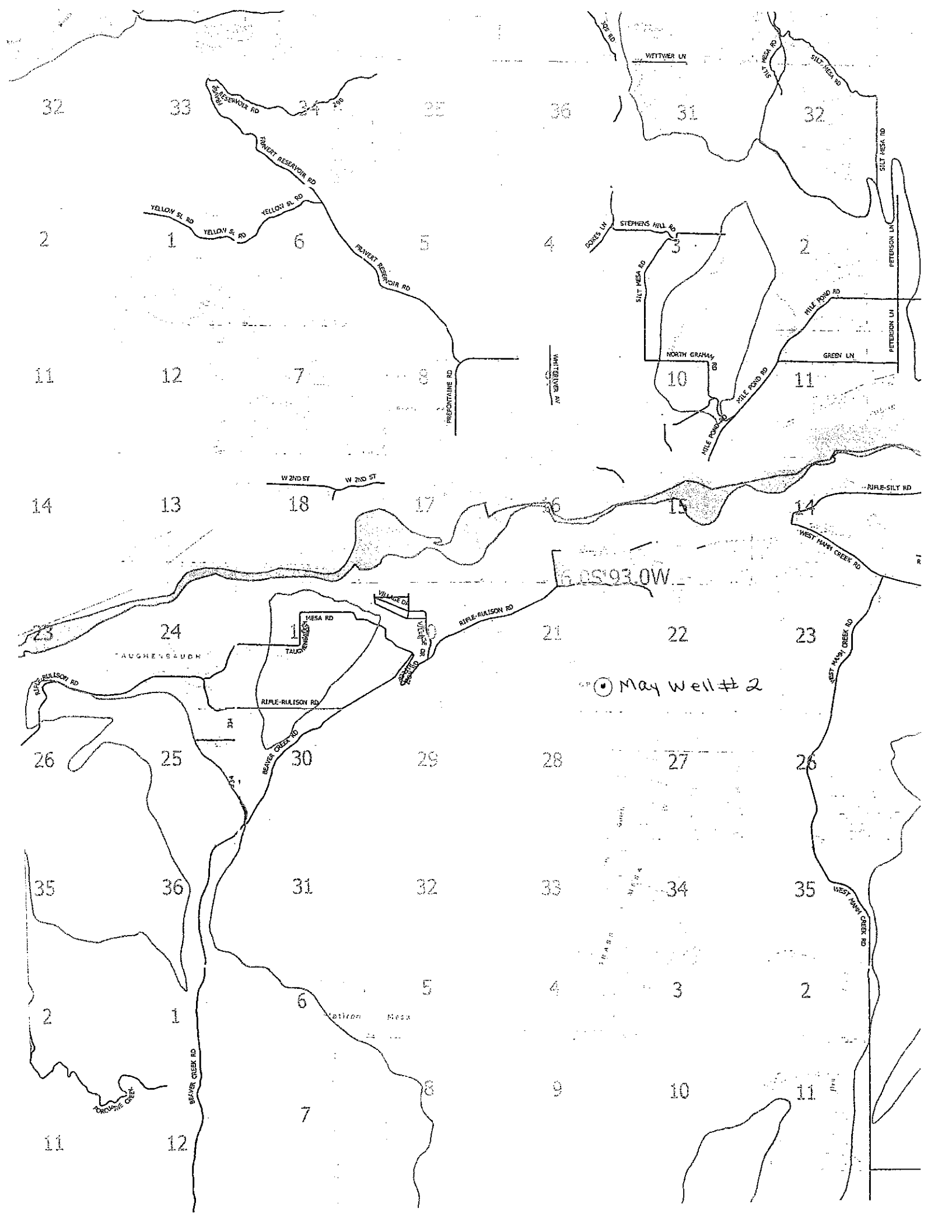
Transit Loss= 5.0%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	Unit Value: Irrigation Diversion (ft)	Unit Value: Irrigation C.U. (ft)	In House Diversion (AF)	In House C.U. (AF)	Commercial Diversion (AF)	Commercial C.U. (AF)	Irrigation Diversion (AF)	Irrigation C.U. (AF)	Livestock Diversion & C.U. (AF)	Total Diversion (AF)	Total C.U. (AF)	Total Contract Amount (AF)
JAN			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
FEB			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.034	0.006	0.007
MAR			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
APR	0.049	0.039	0.03	0.00	0.00	0.00	0.01	0.01	0.00	0.050	0.018	0.018
MAY	0.364	0.291	0.03	0.00	0.00	0.00	0.10	0.08	0.00	0.142	0.087	0.092
JUN	0.526	0.421	0.03	0.00	0.00	0.00	0.14	0.12	0.00	0.188	0.123	0.129
JUL	0.568	0.454	0.03	0.00	0.00	0.00	0.16	0.13	0.00	0.201	0.132	0.139
AUG	0.445	0.356	0.03	0.00	0.00	0.00	0.12	0.10	0.00	0.166	0.105	0.110
SEP	0.316	0.253	0.03	0.00	0.00	0.00	0.09	0.07	0.00	0.127	0.077	0.080
OCT	0.081	0.065	0.03	0.00	0.00	0.00	0.02	0.02	0.00	0.061	0.025	0.026
NOV			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.036	0.007	0.007
DEC			<u>0.03</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.037</u>	<u>0.007</u>	<u>0.007</u>
TOTAL	2.349	1.879	0.39	0.06	0.00	0.00	0.65	0.52	0.02	1.117	0.601	0.631

- |  |   |
|--|---|
| <p>(1) 80% irrigation efficiency for sprinkler systems</p> <p>(2) Blaney Criddle assessment with Pochop adjustments</p> <p>(3) 350 gallons per day per residence</p> <p>(4) 15% consumptive use for ISDS systems</p> <p>(5) 200 gallons per day per 1000 sq ft of commercial space</p> <p>(6) 15% consumptive use for ISDS systems</p> | <p>(7) Column (1) * irrigated area in acres</p> <p>(8) Column (2) * irrigated area in acres</p> <p>(9) Livestock use at 11 gallons per head per day</p> <p>(10) Column (3) + Column (5) + Column (7) + Column (9) plus 5% transit loss</p> <p>(11) Column (4) + Column (6) + Column (8) + Column (9)</p> <p>(12) Column (11) plus 5% transit loss</p> |
|--|---|

*Confidentiality Notice: This spreadsheet, including all attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, copying, distribution or action taken in reliance on the contents of the information contained in this spreadsheet is strictly prohibited. Thank you.*





32 33 34 35 36 31 32

2 1 6 5 4 3 2

11 12 7 8 10 11

14 13 18 17 16 15 14

24 1 21 22 23

26 25 30 29 28 27 26

35 36 31 32 33 34 35

2 1 6 5 4 3 2

11 12 7 8 9 10 11

6.05193.0W

May Well # 2

Voliron Mesa

AUGHEY'S BUNCH

VITTYNER LN

STEPHERS HILL RD

NORTH GRAHAM

W 2ND ST

VILLAGE DR

RIFE-RULISON RD

MESA RD

TALON

BEAVER CREEK RD

RIFE-RULISON RD

WEST HAWK CREEK RD

WEST HAWK CREEK RD

WEST HAWK CREEK RD

BEAVER CREEK

BEAVER CREEK RD

WEST HAWK CREEK RD

YELLOW SL RD

YELLOW SL RD

PURVERT RESERVOIR RD

FRONTIER RD

WATKINS AV

SILT MESA RD

MILE POND RD

GREY LN

SILT MESA RD

PETERSON LN

PETERSON LN

RIFE-SILT RD

WEST HAWK CREEK RD

WEST HAWK CREEK RD

WEST HAWK CREEK RD

WEST HAWK CREEK RD

WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT

Name of Applicant: Ryan May

Quantity of Water in Acre Feet: 1

Applicant, hereby applies to the West Divide Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of C.R.S. 1973, Section 37-45-101, et seq., (hereinafter referred to as the "District") for an allotment contract to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this Contract and the attached Application, Applicant hereby agrees to the following terms and conditions:

1. Water Rights: Applicant shall own water rights at the point of diversion herein lawfully entitling Applicant to divert water, which will be supplemented and augmented by water leased herein. If Applicant intends to divert through a well, it must be understood by Applicant that no right to divert exists until a valid well permit is obtained from the Colorado Division of Water Resources.

2. Quantity: Water applied for by the Applicant in the amount set forth above shall be diverted at Applicant's point of diversion from the District's direct flow water rights, and when water is unavailable for diversion pursuant to administration by the Colorado State Engineer during periods when said direct flow water right is not in priority, the District shall release for the use of Applicant up to said quantity in acre feet per year of storage water owned or controlled by the District. It is understood that any quantity allotted from direct flow, storage or otherwise, to the Applicant by the District will be limited by the priority of the District's decrees and by the physical and legal availability of water from District's sources. Any quantity allotted will only be provided so long as water is available and the Applicant fully complies with all of the terms and conditions of this Contract. The District and the Applicant recognize that some of the District's decrees may be in the name of the Colorado River Water Conservation District, and the ability of the District to allot direct flow right to the Applicant may be dependent on the consent of the Colorado River Water Conservation District. If at any time the Applicant determines it requires less water than the amount herein provided, Applicant may so notify the District in writing, and the amount of water allotted under this Contract shall be reduced permanently in accordance with such notice. Rates shall be adjusted accordingly in following water years only.

3. Beneficial Use and Location of Beneficial Use: Any and all water allotted Applicant by the District shall be used for the following beneficial use or uses: industrial, municipal, domestic and related uses, or commercial (except for commercial use from Alsbury Reservoir and except to the extent that Ruedi Reservoir water may not be available for commercial as that term is defined on Page 5 of Contract No. 2-07-70-WO547 between the United States and the West Divide Water Conservancy District). Applicant's beneficial use of any and all water allotted shall be within or through facilities or upon land owned, leased, operated, or under Applicant's control.

4. Decrees and Delivery: Exchange releases made by the District out of storage from Ruedi Reservoir, Green Mountain Reservoir, Alsbury Reservoir, or other works or facilities of the District, or from other sources available to the District, shall be delivered to the Applicant at the outlet works of said storage facilities or at the decreed point of diversion for said other sources, and release or delivery of water at such outlet or points shall constitute performance of the District's total obligation. Delivery of water by the District from Ruedi Reservoir or Green

Mountain Reservoir shall be subject to the District's lease contracts with the United States Bureau of Reclamation. Releases from other facilities available to District shall be subject to the contracts, laws, rules, and regulations governing releases therefrom. Furthermore, the District hereby expressly reserves the right to store water and to make exchange releases from structures that may be built or controlled by the District in the future, so long as the water service to the Applicant pursuant to this agreement, is not impaired by said action. Any quantity of the Applicant's allocation not delivered to or used by Applicant by the end of each water year (October 1), shall revert to the water supplies of the District. Such reversion shall not entitle Applicant to any refund of payment made for such water.

Water service provided by the District shall be limited to the amount of water available in priority at the original point of diversion of the District's applicable water right, and neither the District, nor those entitled to utilize the District's decrees, may call on any greater amount at new or alternate points of diversion. The District shall request the Colorado Division of Water Resources to estimate any conveyance losses between the original point and any alternate point, and such estimate shall be deducted from this amount in each case.

Water service provided by the District for properties located within the Bluestone and Silt Water Conservancy Districts is provided pursuant to Agreements with said Districts. The Intergovernmental Agreement between the District and the Silt Water Conservancy District, dated January 25, 2001, is recorded as Reception No. 575691, Garfield County Clerk and Recorder's Office. The Intergovernmental Memorandum of Understanding between the District and the Bluestone Water Conservancy District, dated April 26, 2001, is recorded as Reception No. 584840, Garfield County Clerk and Recorder's Office.

5. Alternate Point of Diversion and Plan of Augmentation: Decrees for alternate points of diversion of the District's water rights or storage water may be required in order for Applicant to use the water service contemplated hereunder. Obtaining such decree is the exclusive responsibility of Applicant. The District reserves the right to review and approve any conditions which may be attached to judicial approval of said alternate point of diversion as contemplated or necessary to serve Applicant's facilities or lands. Applicant acknowledges and agrees that it shall be solely responsible for the procedures and legal engineering costs necessary for any changes in water rights contemplated herein, and further agrees to indemnify the District from any costs or losses related thereto. Applicant is solely responsible for providing works and facilities necessary to obtain/divert the waters at said alternate point of diversion and deliver them to Applicant's intended beneficial use. Irrespective of the amount of water actually transferred to the Applicant's point of diversion, the Applicant shall make annual payments to the District based upon the amount of water allotted under this Contract.

In the event the Applicant intends to apply for an alternate point of diversion and to develop an augmentation plan and institute legal proceedings for the approval of such augmentation plan to allow the Applicant to utilize the water allotted to Applicant hereunder, the Applicant shall give the District written notice of such intent. In the event the Applicant develops and adjudicates its own augmentation plan to utilize the water allotted hereunder, Applicant shall not be obligated to pay any amount under Paragraph 19 below. In any event, the District shall have the right to approve or disapprove the Applicant's augmentation plan and the Applicant shall provide the District copies of such plan and of all pleadings and other papers filed with the water court in the adjudication thereof.

6. Contract Payment: Non-refundable, one time administrative charge, in the amount determined by the Board of Directors of the District from time to time, shall be submitted with the application for consideration by the District.

Annual payment for the water service described herein shall be determined by the Board of Directors of the District. The initial annual payment shall be made in full, within thirty (30) days after the date of notice to the Applicant that the initial payment is due. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price which is applicable to that year.

Annual payments for each year thereafter shall be due and payable by the Applicant on or before each January 1. If an annual payment is not made by the due date a flat \$50 late fee will be assessed. Final written notice prior to cancellation will be sent certified mail, return receipt requested, to the Applicant at such address as may be designated by the Applicant in writing or set forth in this Contract or Application. Water use for any part of a water year shall require payment for the entire water year. Nothing herein shall be construed so as to prevent the District from adjusting the annual rate in its sole discretion for future years only.

If payment is not made within fifteen (15) days after the date of said written notice, Applicant shall at District's sole option have no further right, title or interest under this Contract without further notice, and delivery may be immediately curtailed. The allotment of water, as herein made, may be transferred, leased, or otherwise disposed of at the discretion of the Board of Directors of the District.

Upon cancellation of this water allotment Contract with the District, the District shall notify the Division of Water Resources offices in Denver and Glenwood Springs. The Division of Water Resources may then order cessation of all water use.

7. Additional Fees and Costs: Applicant agrees to defray any expenses incurred by the District in connection with the allotment of water rights hereunder, including, but not limited to, reimbursement of legal and engineering costs incurred in connection with any water rights and adjudication necessary to allow Applicant's use of such allotted water rights.

8. Assignment: This Contract shall not inure to the benefit of the heirs, successors or assigns of Applicant, without the prior written consent of the District's Board of Directors. Any assignment of Applicant's rights under this Contract shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of Contract rights and the assumption of Contract obligations by assignees and successors. Nothing herein shall prevent successors to a portion of Applicant's property from applying to the District for individual and separate allotment Contracts. No assignment shall be recognized by the District except upon completion and filing of proper forms for assignment and change of ownership.

In the event the water allotted pursuant to this Contract is to be used for the benefit of land which is now or will subsequently be subdivided or held in separate ownership, the Applicant may only assign the Applicant's rights hereunder to: 1) No more than three separate owners all of whom shall be party to a well sharing agreement satisfactory to the District; or 2) A homeowners association, water district, water and sanitation district or other special district properly organized and existing under the laws of the State of Colorado, and then, only if such parties, association or special district establishes to the satisfaction of the District that it has the ability and authority to perform the Applicant's obligations under this Contract. In no event shall the owner of a portion, but less than all, of the Applicant's property to be served under this Contract have any rights hereunder, except as such rights may exist pursuant to a well sharing agreement or through a homeowners association or special district as provided above.

Upon the sale of the real property to which this Contract pertains, Applicant shall make buyer aware of this Contract and proper forms for assignment and change of ownership must be completed.

9. Other Rules: Applicant shall be bound by the provisions of the Water Conservancy Act of Colorado; by the rules and regulations of the Board of Directors of the District; and all amendments thereof and supplements thereto and by all other applicable law.

10. Operation and Maintenance Agreement: Applicant shall enter into an "Operation and Maintenance Agreement" with the District under terms and conditions determined by the board of Directors of the District, if and when, the Board of said District determines in its sole discretion that such an agreement is required. Said agreement may contain, but shall not be limited to, provisions for additional annual monetary consideration for extension of District delivery services and for additional administration, operation, and maintenance costs; or for other costs to the District which may arise through services made available to the Applicant.

11. Change of Use: The District reserves the exclusive right to review, re-approve or disapprove any proposed change in use of the water allotted hereunder. Any use other than that set forth herein or any lease or sale of the water or water rights allotted hereunder without the prior written approval of the District shall be deemed to be a material breach of this Contract.

12. Use and Place of Use: Applicant agrees to use the water in the manner and on the property described in the documents submitted to the District at the time this Contract is executed, or in any operation and maintenance agreement provided by Applicant. Any use other than as set forth thereon or any lease or sale of the water or water rights herein, other than as permitted in paragraph 8 above, shall be deemed to be a material breach of this agreement.

13. Title: It is understood and agreed that nothing herein shall be interpreted to give the Applicant any equitable or legal fee title interest in or to any water or water rights referred to herein.

14. Conservation: Applicant shall use commonly accepted conservation practices with respect to the water and water rights herein, and hereby agrees to be bound by any conservation plan adopted hereafter by the District for use of District owned or controlled water or water rights.

15. Restrictions: Applicant shall restrict actual diversions to not exceed the contract amount for ordinary household purposes, the watering of domestic livestock, fire protection, and the irrigation of lawn and garden as specified in the Application.

Applicant shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources.

Watering of livestock shall be restricted to Applicant's domestic animals not to be used for commercial purposes unless Applicant obtains approval from the Colorado Division of Water Resources for commercial use/livestock watering, provided that in no event shall actual diversions exceed the amount of water provided by this Contract.

Violation of this paragraph 15 shall be deemed to be a material breach of this Contract.

16. Well Permit: If Applicant intends to divert through a well, then Applicant must provide to District a copy of Applicant's valid well permit before District is obligated to deliver any water hereunder.

17. Measuring Device or Meter: Applicant agrees to provide, at its own expense, a measuring device deemed acceptable by the District's Engineer after consultation, or a totalizing flow meter with remote readout to continuously and accurately measure at all times all

water diverted pursuant to the terms of Applicant's water right and the terms of this Contract. Applicant agrees to provide accurate readings from such device or meter to District upon District's request. Applicant acknowledges that failure to comply with this paragraph could result in legal action to terminate Applicant's diversion of water by the State of Colorado Division of Water Resources. By signing this Contract, Applicant hereby specifically allows District, through its authorized agent, to enter upon Applicant's property during ordinary business hours for the purposes of determining Applicant's actual use of water.

18. Representations: By executing this Contract, Applicant agrees that it is not relying on any legal or engineering advice that Applicant may believe has been received from the District. Applicant further acknowledges that it has obtained all necessary legal and engineering advice from Applicant's own sources other than the District. Applicant further acknowledges that the District makes no guarantees, warranties, or assurances whatsoever about the quantity or quality of water available pursuant to this Contract. Should the District be unable to provide the water contracted for herein, no damages may be assessed against the District, nor may Applicant obtain a refund from the District.

19. Costs of Water Court Filing and Augmentation Plan: Should the District, in its own discretion, choose to include Applicant's Contract herein in a water court filing for alternate point of diversion or plan of augmentation, then Applicant hereby agrees to pay to the District, when assessed, an additional fee representing the District's actual and reasonable costs and fees for Applicant's share of the proceedings. Applicant shall be assessed a pro-rata share of the total cost incurred by the District in preparing, filing and pursuing to decree the water court case. The pro-rata share shall be calculated by dividing such total cost by the number of contractees included in the filing. To the extent that the District is caused additional costs because of objection filed specifically due to the inclusion of Applicant's Contract in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees.

20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application to Lease Water From West Divide Water Conservancy District" fully completed by Applicant and approved by the District's engineer. Said attachments shall by this reference thereto be incorporated into the terms of this agreement. All correspondence from the District to Applicant referring to or relating to this agreement is by this reference incorporated into this agreement as further terms and conditions of this agreement.

21. Warning: IT IS THE SOLE RESPONSIBILITY OF THE APPLICANT TO OBTAIN A VALID WELL PERMIT OR OTHER WATER RIGHT IN ORDER TO DIVERT WATER, INCLUDING THE WATER ACQUIRED UNDER THIS CONTRACT. IT IS THE CONTINUING DUTY OF THE APPLICANT TO MAINTAIN THE VALIDITY OF THE WELL PERMIT OR WATER RIGHT INCLUDING FILING FOR EXTENSIONS OF PERMITS, FILING WELL COMPLETION REPORTS, FILING STATEMENTS OF BENEFICIAL USE, OR OTHERWISE LAWFULLY APPLYING THE WATER TO BENEFICIAL USE ON A REGULAR BASIS WITHOUT WASTE.

22. AREA B. CONTRACTS: IF APPLICANT'S WELL OR OTHER WATER RIGHT THAT IS THE SUBJECT OF THIS CONTRACT IS LOCATED OUTSIDE "AREA A" AS DESIGNATED BY THE DISTRICT, THEN THIS PARAGRAPH APPLIES: THE AUGMENTATION WATER PROVIDED BY THE DISTRICT UNDER THIS CONTRACT MAY ONLY PROTECT APPLICANT'S WATER RIGHT FROM A CALL ON THE COLORADO RIVER AND MAY NOT PROTECT APPLICANT FROM A CALL FROM ANY OTHER

SENIOR RIGHT. NO REPRESENTATION OTHERWISE IS MADE BY THE DISTRICT. IF THIS IS A CONCERN TO APPLICANT, THIS CONTRACT MAY BE RESCINDED UPON WRITTEN NOTICE DELIVERED TO THE DISTRICT BY THE APPLICANT WITHIN THE NEXT 30 DAYS FOLLOWING THE AFFIXING OF SIGNATURES ON THIS CONTRACT IN WHICH EVENT ALL SUMS PAID BY APPLICANT FOR THIS CONTRACT SHALL BE IMMEDIATELY REFUNDED TO APPLICANT.

[Signature]  
Applicant

\_\_\_\_\_  
Applicant

STATE OF Colorado )  
 ) ss.  
COUNTY OF Garfield )

The foregoing instrument was acknowledged before me on this 13 day of August, 2008, by Ryan May. Witness my hand and official seal. My commission expires: \_\_\_\_\_

**Janet Maddock**  
**Notary Public**  
**State of Colorado**  
Commission Expires 12-23-11

Janet Maddock  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ . Witness my hand and official seal. My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ORDER

After a hearing by the Board of Directors of the West Divide Water Conservancy District on the Application, it is hereby ORDERED that said Application be granted and this Contract shall be and is accepted by the District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By [Signature]  
President

ATTEST:  
[Signature]  
Secretary

8/28/08  
Date

This Contract includes and is subject to the terms and conditions of the following documents which must accompany this Contract:

- 1. Map showing location of point of diversion (use map provided)
- 2. Application and Data Form fully completed and signed

The printed portions of this form, except differentiated additions or deletions, have been approved and adopted by the West Divide Water Conservancy District.  
Form: WDWCD 01-01-08 CONTRACT.

**APPLICATION TO LEASE WATER FROM  
WEST DIVIDE WATER CONSERVANCY DISTRICT**  
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

**1. APPLICANT INFORMATION**

Name: Ryan May  
Mailing address: 1120 Cedar Breaks  
Rifle, CO 81650  
Telephone: 618-9275  
Authorized agent: \_\_\_\_\_

2. COURT CASE #s: Decree Case No. \_\_\_\_\_  
Augmentation Plan Case No. \_\_\_\_\_

**3. USE OF WATER**

**RESIDENTIAL**

Number of main residences: 1 No. ADU's \_\_\_\_\_  
Subdivision: No. constructed units: \_\_\_\_\_ No. vacant lots \_\_\_\_\_  
Home garden/lawn irrigation of 12,000 total sq. ft.  
Method of irrigation: flood \_\_\_\_\_ sprinkler  other \_\_\_\_\_  
Non-commercial animal watering of 2 animals  
Fire Protection   
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

*Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.*

**COMMERCIAL**

Number of units: \_\_\_\_\_ Total sq. ft. of commercial units: \_\_\_\_\_  
Description of use: \_\_\_\_\_

**INDUSTRIAL**

Description of use: \_\_\_\_\_

**Evaporation:** Maximum water surface to be exposed: \_\_\_\_\_

Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

**MUNICIPAL**

Description of use: \_\_\_\_\_

**DIRECT PUMPING**

Tributary: \_\_\_\_\_  
Location: \_\_\_\_\_

**4. SOURCE OF WATER**

Structure: Well Structure Name: May Well #3  
Source: surface \_\_\_\_\_ storage \_\_\_\_\_ ground water   
Current Permit # \_\_\_\_\_ (attach copy)

**5. LOCATION OF STRUCTURE**

County: Garfield Quarter/quarter: SE 1/4 Quarter: SE 1/4  
Section: 21 Township: 6S Range: 93W P. M.: 6th

Distance of well from section lines:  
685 ft from East line  
160 ft from South line  
Elevation: 6100  
Well location address: tbd Mustang Mesa, Rifle

(Attach additional pages for multiple structures)

**6. LAND ON WHICH WATER WILL BE USED**

(Legal description may be provided as an attachment.)  
Parcel 3 of SE 1/4 SE 1/4 S21, T6S, R93W, 6th P.M.

Number of acres in tract: 16.299

*Inclusion into the District, at Applicant's expense, may be required.*

**7. TYPE OF SEWAGE SYSTEM**

Septic tank/absorption leach field  Central System \_\_\_\_\_ Other \_\_\_\_\_  
District name: \_\_\_\_\_

**8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:**

1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

*Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.*

*A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.*

*Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.*

Applicant Signature \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Application Date: August 13, 2008

**ISSUED AS AREA B CONTRACT**

YES \_\_\_\_\_  NO \_\_\_\_\_



**WATER USE ESTIMATES**  
**COLORADO RIVER SERVICE AREA**  
**WEST DIVIDE WATER CONSERVANCY DISTRICT**

APPLICANT: Ryan May

Contract Amount w/ 5% Transit Loss = **0.63** acre feet

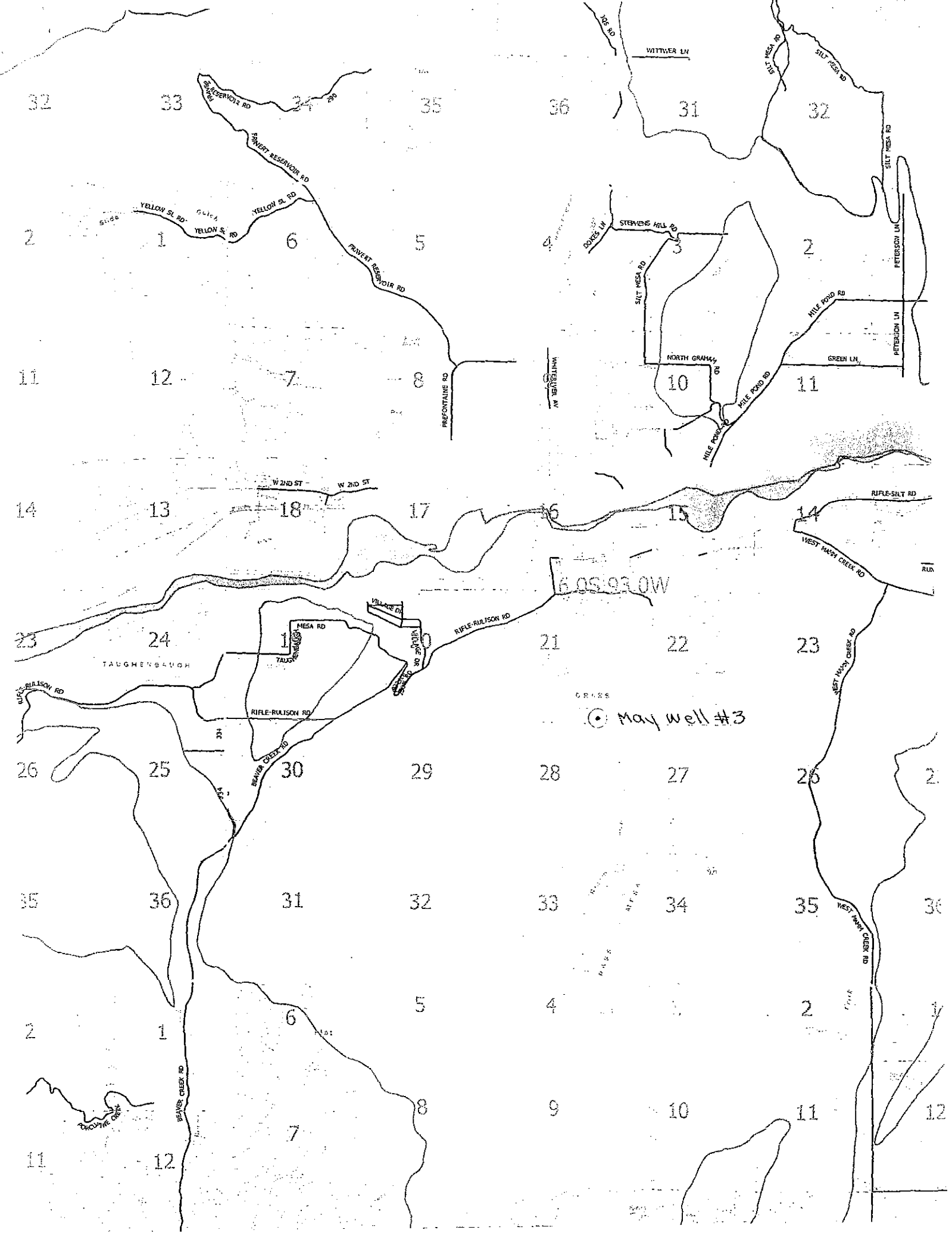
DWELLING UNITS:	<b>1</b>
IRRIGATED AREA (SQ FT):	<b>12000</b>
COMMERCIAL AREA (SQ FT):	<b>0</b>
NO. OF LIVESTOCK:	<b>2</b>
ELEVATION (MSL):	<b>6100</b>

Transit Loss= 5.0%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	Unit Value: Irrigation Diversion (ft)	Unit Value: Irrigation C.U. (ft)	In House Diversion (AF)	In House C.U. (AF)	Commercial Diversion (AF)	Commercial C.U. (AF)	Irrigation Diversion (AF)	Irrigation C.U. (AF)	Livestock Diversion & C.U. (AF)	Total Diversion (AF)	Total C.U. (AF)	Total Contract Amount (AF)
JAN			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
FEB			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.034	0.006	0.007
MAR			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
APR	0.049	0.039	0.03	0.00	0.00	0.00	0.01	0.01	0.00	0.050	0.018	0.018
MAY	0.364	0.291	0.03	0.00	0.00	0.00	0.10	0.08	0.00	0.142	0.087	0.092
JUN	0.526	0.421	0.03	0.00	0.00	0.00	0.14	0.12	0.00	0.188	0.123	0.129
JUL	0.568	0.454	0.03	0.00	0.00	0.00	0.16	0.13	0.00	0.201	0.132	0.139
AUG	0.445	0.356	0.03	0.00	0.00	0.00	0.12	0.10	0.00	0.166	0.105	0.110
SEP	0.316	0.253	0.03	0.00	0.00	0.00	0.09	0.07	0.00	0.127	0.077	0.080
OCT	0.081	0.065	0.03	0.00	0.00	0.00	0.02	0.02	0.00	0.061	0.025	0.026
NOV			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.036	0.007	0.007
DEC			<u>0.03</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.037</u>	<u>0.007</u>	<u>0.007</u>
TOTAL	2.349	1.879	0.39	0.06	0.00	0.00	0.65	0.52	0.02	1.117	0.601	0.631

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>(1) 80% irrigation efficiency for sprinkler systems</li> <li>(2) Blaney Criddle assessment with Pochop adjustments</li> <li>(3) 350 gallons per day per residence</li> <li>(4) 15% consumptive use for ISDS systems</li> <li>(5) 200 gallons per day per 1000 sq ft of commercial space</li> <li>(6) 15% consumptive use for ISDS systems</li> </ul> | <ul style="list-style-type: none"> <li>(7) Column (1) * irrigated area in acres</li> <li>(8) Column (2) * irrigated area in acres</li> <li>(9) Livestock use at 11 gallons per head per day</li> <li>(10) Column (3) + Column (5) + Column (7) + Column (9) plus 5% transit loss</li> <li>(11) Column (4) + Column (6) + Column (8) + Column (9)</li> <li>(12) Column (11) plus 5% transit loss</li> </ul> |
|---|--|

*Confidentiality Notice: This spreadsheet, including all attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, copying, distribution or action taken in reliance on the contents of the information contained in this spreadsheet is strictly prohibited. Thank you.*



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May well #3

TAUGHENSLUGH

MESA RD

RIFLE-RULISON RD

BEAVER CREEK RD

RIFLE-RULISON RD

RIFLE-SILT RD

WEST WASH CREEK RD

WEST WASH CREEK RD

WEST WASH CREEK OR WEST CREEK

WITTER LN

DOVES LN

STEPHENS HILL RD

SILT MESA RD

NORTH GRAHAM RD

GREEN LN

MILE POND RD

MILE POND RD

MILE POND RD

SUPERIOR RD

PARK WEST RESERVOIR RD

YELLOW SL RD

YELLOW SL RD

PARK WEST RESERVOIR RD

PREFONTAINE RD

WITTER LN

SILT MESA RD

PETERSON LN

PETERSON LN

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WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT

Name of Applicant: \_\_\_\_\_

Ryan May

Quantity of Water in Acre Feet: \_\_\_\_\_

Applicant, hereby applies to the West Divide Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of C.R.S. 1973, Section 37-45-101, et seq., (hereinafter referred to as the "District") for an allotment contract to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this Contract and the attached Application, Applicant hereby agrees to the following terms and conditions:

1. Water Rights: Applicant shall own water rights at the point of diversion herein lawfully entitling Applicant to divert water, which will be supplemented and augmented by water leased herein. If Applicant intends to divert through a well, it must be understood by Applicant that no right to divert exists until a valid well permit is obtained from the Colorado Division of Water Resources.

2. Quantity: Water applied for by the Applicant in the amount set forth above shall be diverted at Applicant's point of diversion from the District's direct flow water rights, and when water is unavailable for diversion pursuant to administration by the Colorado State Engineer during periods when said direct flow water right is not in priority, the District shall release for the use of Applicant up to said quantity in acre feet per year of storage water owned or controlled by the District. It is understood that any quantity allotted from direct flow, storage or otherwise, to the Applicant by the District will be limited by the priority of the District's decrees and by the physical and legal availability of water from District's sources. Any quantity allotted will only be provided so long as water is available and the Applicant fully complies with all of the terms and conditions of this Contract. The District and the Applicant recognize that some of the District's decrees may be in the name of the Colorado River Water Conservation District, and the ability of the District to allot direct flow right to the Applicant may be dependent on the consent of the Colorado River Water Conservation District. If at any time the Applicant determines it requires less water than the amount herein provided, Applicant may so notify the District in writing, and the amount of water allotted under this Contract shall be reduced permanently in accordance with such notice. Rates shall be adjusted accordingly in following water years only.

3. Beneficial Use and Location of Beneficial Use: Any and all water allotted Applicant by the District shall be used for the following beneficial use or uses: industrial, municipal, domestic and related uses, or commercial (except for commercial use from Alsbury Reservoir and except to the extent that Ruedi Reservoir water may not be available for commercial as that term is defined on Page 5 of Contract No. 2-07-70-WO547 between the United States and the West Divide Water Conservancy District). Applicant's beneficial use of any and all water allotted shall be within or through facilities or upon land owned, leased, operated, or under Applicant's control.

4. Decrees and Delivery: Exchange releases made by the District out of storage from Ruedi Reservoir, Green Mountain Reservoir, Alsbury Reservoir, or other works or facilities of the District, or from other sources available to the District, shall be delivered to the Applicant at the outlet works of said storage facilities or at the decreed point of diversion for said other sources, and release or delivery of water at such outlet or points shall constitute performance of the District's total obligation. Delivery of water by the District from Ruedi Reservoir or Green

Mountain Reservoir shall be subject to the District's lease contracts with the United States Bureau of Reclamation. Releases from other facilities available to District shall be subject to the contracts, laws, rules, and regulations governing releases therefrom. Furthermore, the District hereby expressly reserves the right to store water and to make exchange releases from structures that may be built or controlled by the District in the future, so long as the water service to the Applicant pursuant to this agreement, is not impaired by said action. Any quantity of the Applicant's allocation not delivered to or used by Applicant by the end of each water year (October 1), shall revert to the water supplies of the District. Such reversion shall not entitle Applicant to any refund of payment made for such water.

Water service provided by the District shall be limited to the amount of water available in priority at the original point of diversion of the District's applicable water right, and neither the District, nor those entitled to utilize the District's decrees, may call on any greater amount at new or alternate points of diversion. The District shall request the Colorado Division of Water Resources to estimate any conveyance losses between the original point and any alternate point, and such estimate shall be deducted from this amount in each case.

Water service provided by the District for properties located within the Bluestone and Silt Water Conservancy Districts is provided pursuant to Agreements with said Districts. The Intergovernmental Agreement between the District and the Silt Water Conservancy District, dated January 25, 2001, is recorded as Reception No. 575691, Garfield County Clerk and Recorder's Office. The Intergovernmental Memorandum of Understanding between the District and the Bluestone Water Conservancy District, dated April 26, 2001, is recorded as Reception No. 584840, Garfield County Clerk and Recorder's Office.

5. Alternate Point of Diversion and Plan of Augmentation: Decrees for alternate points of diversion of the District's water rights or storage water may be required in order for Applicant to use the water service contemplated hereunder. Obtaining such decree is the exclusive responsibility of Applicant. The District reserves the right to review and approve any conditions which may be attached to judicial approval of said alternate point of diversion as contemplated or necessary to serve Applicant's facilities or lands. Applicant acknowledges and agrees that it shall be solely responsible for the procedures and legal engineering costs necessary for any changes in water rights contemplated herein, and further agrees to indemnify the District from any costs or losses related thereto. Applicant is solely responsible for providing works and facilities necessary to obtain/divert the waters at said alternate point of diversion and deliver them to Applicant's intended beneficial use. Irrespective of the amount of water actually transferred to the Applicant's point of diversion, the Applicant shall make annual payments to the District based upon the amount of water allotted under this Contract.

In the event the Applicant intends to apply for an alternate point of diversion and to develop an augmentation plan and institute legal proceedings for the approval of such augmentation plan to allow the Applicant to utilize the water allotted to Applicant hereunder, the Applicant shall give the District written notice of such intent. In the event the Applicant develops and adjudicates its own augmentation plan to utilize the water allotted hereunder, Applicant shall not be obligated to pay any amount under Paragraph 19 below. In any event, the District shall have the right to approve or disapprove the Applicant's augmentation plan and the Applicant shall provide the District copies of such plan and of all pleadings and other papers filed with the water court in the adjudication thereof.

6. Contract Payment: Non-refundable, one time administrative charge, in the amount determined by the Board of Directors of the District from time to time, shall be submitted with the application for consideration by the District.

Annual payment for the water service described herein shall be determined by the Board of Directors of the District. The initial annual payment shall be made in full, within thirty (30) days after the date of notice to the Applicant that the initial payment is due. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price which is applicable to that year.

Annual payments for each year thereafter shall be due and payable by the Applicant on or before each January 1. If an annual payment is not made by the due date a flat \$50 late fee will be assessed. Final written notice prior to cancellation will be sent certified mail, return receipt requested, to the Applicant at such address as may be designated by the Applicant in writing or set forth in this Contract or Application. Water use for any part of a water year shall require payment for the entire water year. Nothing herein shall be construed so as to prevent the District from adjusting the annual rate in its sole discretion for future years only.

If payment is not made within fifteen (15) days after the date of said written notice, Applicant shall at District's sole option have no further right, title or interest under this Contract without further notice, and delivery may be immediately curtailed. The allotment of water, as herein made, may be transferred, leased, or otherwise disposed of at the discretion of the Board of Directors of the District.

Upon cancellation of this water allotment Contract with the District, the District shall notify the Division of Water Resources offices in Denver and Glenwood Springs. The Division of Water Resources may then order cessation of all water use.

7. Additional Fees and Costs: Applicant agrees to defray any expenses incurred by the District in connection with the allotment of water rights hereunder, including, but not limited to, reimbursement of legal and engineering costs incurred in connection with any water rights and adjudication necessary to allow Applicant's use of such allotted water rights.

8. Assignment: This Contract shall not inure to the benefit of the heirs, successors or assigns of Applicant, without the prior written consent of the District's Board of Directors. Any assignment of Applicant's rights under this Contract shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of Contract rights and the assumption of Contract obligations by assignees and successors. Nothing herein shall prevent successors to a portion of Applicant's property from applying to the District for individual and separate allotment Contracts. No assignment shall be recognized by the District except upon completion and filing of proper forms for assignment and change of ownership.

In the event the water allotted pursuant to this Contract is to be used for the benefit of land which is now or will subsequently be subdivided or held in separate ownership, the Applicant may only assign the Applicant's rights hereunder to: 1) No more than three separate owners all of whom shall be party to a well sharing agreement satisfactory to the District; or 2) A homeowners association, water district, water and sanitation district or other special district properly organized and existing under the laws of the State of Colorado, and then, only if such parties, association or special district establishes to the satisfaction of the District that it has the ability and authority to perform the Applicant's obligations under this Contract. In no event shall the owner of a portion, but less than all, of the Applicant's property to be served under this Contract have any rights hereunder, except as such rights may exist pursuant to a well sharing agreement or through a homeowners association or special district as provided above.

Upon the sale of the real property to which this Contract pertains, Applicant shall make buyer aware of this Contract and proper forms for assignment and change of ownership must be completed.

9. Other Rules: Applicant shall be bound by the provisions of the Water Conservancy Act of Colorado; by the rules and regulations of the Board of Directors of the District; and all amendments thereof and supplements thereto and by all other applicable law.

10. Operation and Maintenance Agreement: Applicant shall enter into an "Operation and Maintenance Agreement" with the District under terms and conditions determined by the board of Directors of the District, if and when, the Board of said District determines in its sole discretion that such an agreement is required. Said agreement may contain, but shall not be limited to, provisions for additional annual monetary consideration for extension of District delivery services and for additional administration, operation, and maintenance costs; or for other costs to the District which may arise through services made available to the Applicant.

11. Change of Use: The District reserves the exclusive right to review, re-approve or disapprove any proposed change in use of the water allotted hereunder. Any use other than that set forth herein or any lease or sale of the water or water rights allotted hereunder without the prior written approval of the District shall be deemed to be a material breach of this Contract.

12. Use and Place of Use: Applicant agrees to use the water in the manner and on the property described in the documents submitted to the District at the time this Contract is executed, or in any operation and maintenance agreement provided by Applicant. Any use other than as set forth thereon or any lease or sale of the water or water rights herein, other than as permitted in paragraph 8 above, shall be deemed to be a material breach of this agreement.

13. Title: It is understood and agreed that nothing herein shall be interpreted to give the Applicant any equitable or legal fee title interest in or to any water or water rights referred to herein.

14. Conservation: Applicant shall use commonly accepted conservation practices with respect to the water and water rights herein, and hereby agrees to be bound by any conservation plan adopted hereafter by the District for use of District owned or controlled water or water rights.

15. Restrictions: Applicant shall restrict actual diversions to not exceed the contract amount for ordinary household purposes, the watering of domestic livestock, fire protection, and the irrigation of lawn and garden as specified in the Application.

Applicant shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources.

Watering of livestock shall be restricted to Applicant's domestic animals not to be used for commercial purposes unless Applicant obtains approval from the Colorado Division of Water Resources for commercial use/livestock watering, provided that in no event shall actual diversions exceed the amount of water provided by this Contract.

Violation of this paragraph 15 shall be deemed to be a material breach of this Contract.

16. Well Permit: If Applicant intends to divert through a well, then Applicant must provide to District a copy of Applicant's valid well permit before District is obligated to deliver any water hereunder.

17. Measuring Device or Meter: Applicant agrees to provide, at its own expense, a measuring device deemed acceptable by the District's Engineer after consultation, or a totalizing flow meter with remote readout to continuously and accurately measure at all times all

water diverted pursuant to the terms of Applicant's water right and the terms of this Contract. Applicant agrees to provide accurate readings from such device or meter to District upon District's request. Applicant acknowledges that failure to comply with this paragraph could result in legal action to terminate Applicant's diversion of water by the State of Colorado Division of Water Resources. By signing this Contract, Applicant hereby specifically allows District, through its authorized agent, to enter upon Applicant's property during ordinary business hours for the purposes of determining Applicant's actual use of water.

18. Representations: By executing this Contract, Applicant agrees that it is not relying on any legal or engineering advice that Applicant may believe has been received from the District. Applicant further acknowledges that it has obtained all necessary legal and engineering advice from Applicant's own sources other than the District. Applicant further acknowledges that the District makes no guarantees, warranties, or assurances whatsoever about the quantity or quality of water available pursuant to this Contract. Should the District be unable to provide the water contracted for herein, no damages may be assessed against the District, nor may Applicant obtain a refund from the District.

19. Costs of Water Court Filing and Augmentation Plan: Should the District, in its own discretion, choose to include Applicant's Contract herein in a water court filing for alternate point of diversion or plan of augmentation, then Applicant hereby agrees to pay to the District, when assessed, an additional fee representing the District's actual and reasonable costs and fees for Applicant's share of the proceedings. Applicant shall be assessed a pro-rata share of the total cost incurred by the District in preparing, filing and pursuing to decree the water court case. The pro-rata share shall be calculated by dividing such total cost by the number of contractees included in the filing. To the extent that the District is caused additional costs because of objection filed specifically due to the inclusion of Applicant's Contract in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees.

20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application to Lease Water From West Divide Water Conservancy District" fully completed by Applicant and approved by the District's engineer. Said attachments shall by this reference thereto be incorporated into the terms of this agreement. All correspondence from the District to Applicant referring to or relating to this agreement is by this reference incorporated into this agreement as further terms and conditions of this agreement.

21. Warning: IT IS THE SOLE RESPONSIBILITY OF THE APPLICANT TO OBTAIN A VALID WELL PERMIT OR OTHER WATER RIGHT IN ORDER TO DIVERT WATER, INCLUDING THE WATER ACQUIRED UNDER THIS CONTRACT. IT IS THE CONTINUING DUTY OF THE APPLICANT TO MAINTAIN THE VALIDITY OF THE WELL PERMIT OR WATER RIGHT INCLUDING FILING FOR EXTENSIONS OF PERMITS, FILING WELL COMPLETION REPORTS, FILING STATEMENTS OF BENEFICIAL USE, OR OTHERWISE LAWFULLY APPLYING THE WATER TO BENEFICIAL USE ON A REGULAR BASIS WITHOUT WASTE.

22. AREA B. CONTRACTS: IF APPLICANT'S WELL OR OTHER WATER RIGHT THAT IS THE SUBJECT OF THIS CONTRACT IS LOCATED OUTSIDE "AREA A" AS DESIGNATED BY THE DISTRICT, THEN THIS PARAGRAPH APPLIES: THE AUGMENTATION WATER PROVIDED BY THE DISTRICT UNDER THIS CONTRACT MAY ONLY PROTECT APPLICANT'S WATER RIGHT FROM A CALL ON THE COLORADO RIVER AND MAY NOT PROTECT APPLICANT FROM A CALL FROM ANY OTHER





**APPLICATION TO LEASE WATER FROM  
WEST DIVIDE WATER CONSERVANCY DISTRICT**  
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

**1. APPLICANT INFORMATION**

Name: Ryan May  
Mailing address: 1120 Cedar Breaks  
Rifle, CO 81650  
Telephone: 618-9275  
Authorized agent: \_\_\_\_\_

2. COURT CASE #s: Decree Case No. \_\_\_\_\_  
Augmentation Plan Case No. \_\_\_\_\_

**3. USE OF WATER**

**RESIDENTIAL**

Number of main residences: 1 No. ADU's \_\_\_\_\_  
Subdivision: No. constructed units: \_\_\_\_\_ No. vacant lots \_\_\_\_\_  
Home garden/lawn irrigation of 12000 total sq. ft.  
Method of irrigation: flood \_\_\_\_\_ sprinkler  other \_\_\_\_\_  
Non-commercial animal watering of 2 animals  
Fire Protection   
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

*Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.*

**COMMERCIAL**

Number of units: \_\_\_\_\_ Total sq. ft. of commercial units: \_\_\_\_\_  
Description of use: \_\_\_\_\_

**INDUSTRIAL**

Description of use: \_\_\_\_\_

Evaporation: Maximum water surface to be exposed: \_\_\_\_\_

Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

**MUNICIPAL**

Description of use: \_\_\_\_\_

**DIRECT PUMPING**

Tributary: \_\_\_\_\_  
Location: \_\_\_\_\_

**4. SOURCE OF WATER**

Structure: Well Structure Name: May Well #1  
Source: surface \_\_\_\_\_ storage \_\_\_\_\_ ground water   
Current Permit # 209345 (attach copy)

**5. LOCATION OF STRUCTURE**

Garfield SE 1/4 SE 1/4  
County Quarter/quarter Quarter  
21 65 93 W 6  
Section Township Range P. M.

Distance of well from section lines:  
125 ft from South  
200 ft from East  
Elevation: 6160  
Well location address: 1120 Cedar Breaks, Rifle

(Attach additional pages for multiple structures)

**6. LAND ON WHICH WATER WILL BE USED**

(Legal description may be provided as an attachment.)  
Parcel 1 of SE 1/4 SE 1/4 S 21, T 65,  
R 93 W 6th P. M.  
Number of acres in tract: 10

*Inclusion into the District, at Applicant's expense, may be required.*

**7. TYPE OF SEWAGE SYSTEM**

Septic tank/absorption leach field  Central System \_\_\_\_\_ Other \_\_\_\_\_  
District name: \_\_\_\_\_

**8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:**

1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

*Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.*

*A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.*

*Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.*

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

Application Date: June 22, 2009

**ISSUED AS AREA B CONTRACT**

\_\_\_\_ YES  NO

OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

LIC

WELL PERMIT NUMBER	<u>209345</u>
DIV. 5	CNTY. 23 WD 45 DES. BASIN MD

APPLICANT

Lot: 6A Block: Filing: Subdiv: GRASS MESA RANCH

RYAN MAY  
200 SOUTH E. #106  
NEW CASTLE, CO 81647

APPROVED WELL LOCATION  
GARFIELD COUNTY

SE 1/4 SE 1/4 Section 21  
Twp 6 S Rng 93 W 6th P.M.

DISTANCES FROM SECTION LINES

125 Ft. from SOUTH Section Line  
200 Ft. from EAST Section Line

(970)984-2084

**PERMIT TO CONSTRUCT A WELL**

**ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT**  
**CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a tract of land of 40 acres described as the SE 1/4, SE 1/4, Sec. 21, Twp. 6 South, Rng. 93 West, 6th P.M., further identified as lot 6A Grass Mesa Ranch, Garfield County.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside up to 3 single family dwellings, the irrigation of not more than one acre of home gardens and lawns, and the watering of domestic animals.
- 5) The maximum pumping rate shall not exceed 15 GPM.
- 6) The return flow from the use of the well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.

5/01/98

APPROVED  
DMW

*[Signature]*

*[Signature]*

Receipt No.

420385

DATE ISSUED

MAY 15 1998

By

EXPIRATION DATE

MAY 15 2000

**WATER USE ESTIMATES**  
**COLORADO RIVER SERVICE AREA**  
**WEST DIVIDE WATER CONSERVANCY DISTRICT**

APPLICANT: **Ryan May**

Contract Amount w/ 5% Transit Loss = **0.63** acre feet

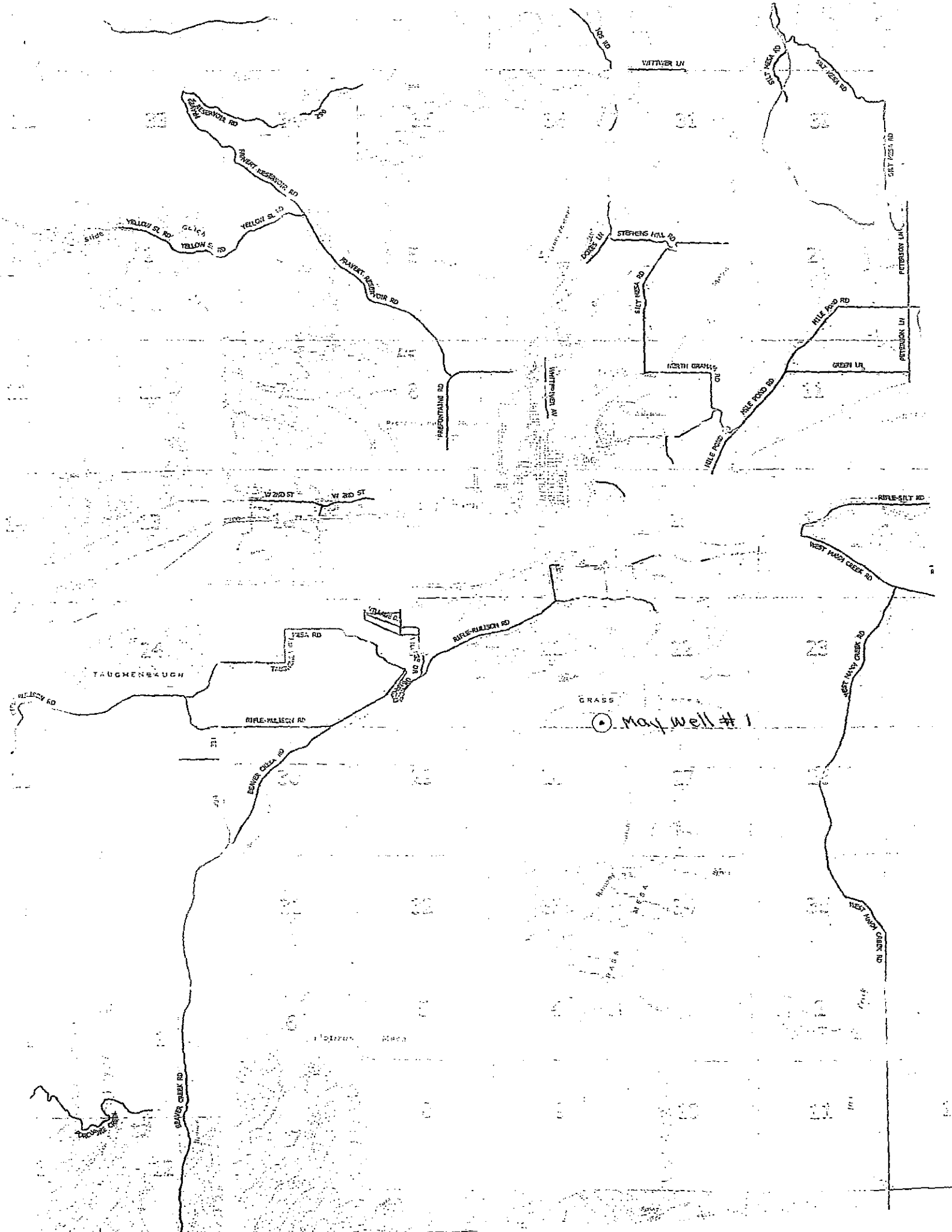
DWELLING UNITS:	<b>1</b>
IRRIGATED AREA (SQ FT):	<b>12000</b>
COMMERCIAL AREA (SQ FT):	
NO. OF LIVESTOCK:	<b>2</b>
ELEVATION (MSL):	<b>6100</b>

Transit Loss= 5.0%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	Unit Value: Irrigation Diversion (ft)	Unit Value: Irrigation C.U. (ft)	In House Diversion (AF)	In House C.U. (AF)	Commercial Diversion (AF)	Commercial C.U. (AF)	Irrigation Diversion (AF)	Irrigation C.U. (AF)	Livestock Diversion & C.U. (AF)	Total Diversion (AF)	Total C.U. (AF)	Total Contract Amount (AF)
JAN			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
FEB			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.034	0.006	0.007
MAR			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
APR	0.049	0.039	0.03	0.00	0.00	0.00	0.01	0.01	0.00	0.050	0.018	0.018
MAY	0.364	0.291	0.03	0.00	0.00	0.00	0.10	0.08	0.00	0.142	0.087	0.092
JUN	0.526	0.421	0.03	0.00	0.00	0.00	0.14	0.12	0.00	0.188	0.123	0.129
JUL	0.568	0.454	0.03	0.00	0.00	0.00	0.16	0.13	0.00	0.201	0.132	0.139
AUG	0.445	0.356	0.03	0.00	0.00	0.00	0.12	0.10	0.00	0.166	0.105	0.110
SEP	0.316	0.253	0.03	0.00	0.00	0.00	0.09	0.07	0.00	0.127	0.077	0.080
OCT	0.081	0.065	0.03	0.00	0.00	0.00	0.02	0.02	0.00	0.061	0.025	0.026
NOV			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.036	0.007	0.007
DEC			0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.037	0.007	0.007
TOTAL	2.349	1.879	0.39	0.06	0.00	0.00	0.65	0.52	0.02	1.117	0.601	0.631

- |     |  |      |  |
|-----|--|------|--|
| (1) | 80% irrigation efficiency for sprinkler systems        | (7)  | Column (1) * irrigated area in acres                                   |
| (2) | Blaney Criddle assessment with Pochop adjustments      | (8)  | Column (2) * irrigated area in acres                                   |
| (3) | 350 gallons per day per residence                      | (9)  | Livestock use at 11 gallons per head per day                           |
| (4) | 15% consumptive use for ISDS systems                   | (10) | Column (3) + Column (5) + Column (7) + Column (9) plus 5% transit loss |
| (5) | 200 gallons per day per 1000 sq ft of commercial space | (11) | Column (4) + Column (6) + Column (8) + Column (9)                      |
| (6) | 15% consumptive use for ISDS systems                   | (12) | Column (11) plus 5% transit loss                                       |

**Confidentiality Notice:** This spreadsheet, including all attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, copying, distribution or action taken in reliance on the contents of the information contained in this spreadsheet is strictly prohibited. Thank you.



May well # 1

PRAYERT RESERVOIR RD  
YELLOW ST RD  
YELLOW S RD

VITNER LN

DOGS LN  
STERES HILL RD

SILY HESA RD

MILE POOL RD

GREEN LN

MILE POOL

MILE POOL RD

10 2ND ST  
15 2ND ST

TAUGHENKUCH

TESA RD

RIPLE-HILSON RD

RIPLE-HILSON RD

EDWEN CREEK RD

GRASS

RIPLE-SILT RD

WEST WASH CREEK RD

WEST WASH CREEK RD

WEST WASH CREEK RD

SPANISH CREEK RD

WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT

Name of Applicant: Ryan May

Quantity of Water in Acre Feet: 1

Applicant, hereby applies to the West Divide Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of C.R.S. 1973, Section 37-45-101, et seq., (hereinafter referred to as the "District") for an allotment contract to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this Contract and the attached Application, Applicant hereby agrees to the following terms and conditions:

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4. Decrees and Delivery: Exchange releases made by the District out of storage from Ruedi Reservoir, Green Mountain Reservoir, Alsbury Reservoir, or other works or facilities of the District, or from other sources available to the District, shall be delivered to the Applicant at the outlet works of said storage facilities or at the decreed point of diversion for said other sources, and release or delivery of water at such outlet or points shall constitute performance of the District's total obligation. Delivery of water by the District from Ruedi Reservoir or Green

Mountain Reservoir shall be subject to the District's lease contracts with the United States Bureau of Reclamation. Releases from other facilities available to District shall be subject to the contracts, laws, rules, and regulations governing releases therefrom. Furthermore, the District hereby expressly reserves the right to store water and to make exchange releases from structures that may be built or controlled by the District in the future, so long as the water service to the Applicant pursuant to this agreement, is not impaired by said action. Any quantity of the Applicant's allocation not delivered to or used by Applicant by the end of each water year (October 1), shall revert to the water supplies of the District. Such reversion shall not entitle Applicant to any refund of payment made for such water.

Water service provided by the District shall be limited to the amount of water available in priority at the original point of diversion of the District's applicable water right, and neither the District, nor those entitled to utilize the District's decrees, may call on any greater amount at new or alternate points of diversion. The District shall request the Colorado Division of Water Resources to estimate any conveyance losses between the original point and any alternate point, and such estimate shall be deducted from this amount in each case.

Water service provided by the District for properties located within the Bluestone and Silt Water Conservancy Districts is provided pursuant to Agreements with said Districts. The Intergovernmental Agreement between the District and the Silt Water Conservancy District, dated January 25, 2001, is recorded as Reception No. 575691, Garfield County Clerk and Recorder's Office. The Intergovernmental Memorandum of Understanding between the District and the Bluestone Water Conservancy District, dated April 26, 2001, is recorded as Reception No. 584840, Garfield County Clerk and Recorder's Office.

5. Alternate Point of Diversion and Plan of Augmentation: Decrees for alternate points of diversion of the District's water rights or storage water may be required in order for Applicant to use the water service contemplated hereunder. Obtaining such decree is the exclusive responsibility of Applicant. The District reserves the right to review and approve any conditions which may be attached to judicial approval of said alternate point of diversion as contemplated or necessary to serve Applicant's facilities or lands. Applicant acknowledges and agrees that it shall be solely responsible for the procedures and legal engineering costs necessary for any changes in water rights contemplated herein, and further agrees to indemnify the District from any costs or losses related thereto. Applicant is solely responsible for providing works and facilities necessary to obtain/divert the waters at said alternate point of diversion and deliver them to Applicant's intended beneficial use. Irrespective of the amount of water actually transferred to the Applicant's point of diversion, the Applicant shall make annual payments to the District based upon the amount of water allotted under this Contract.

In the event the Applicant intends to apply for an alternate point of diversion and to develop an augmentation plan and institute legal proceedings for the approval of such augmentation plan to allow the Applicant to utilize the water allotted to Applicant hereunder, the Applicant shall give the District written notice of such intent. In the event the Applicant develops and adjudicates its own augmentation plan to utilize the water allotted hereunder, Applicant shall not be obligated to pay any amount under Paragraph 19 below. In any event, the District shall have the right to approve or disapprove the Applicant's augmentation plan and the Applicant shall provide the District copies of such plan and of all pleadings and other papers filed with the water court in the adjudication thereof.

6. Contract Payment: Non-refundable, one time administrative charge, in the amount determined by the Board of Directors of the District from time to time, shall be submitted with the application for consideration by the District.

Annual payment for the water service described herein shall be determined by the Board of Directors of the District. The initial annual payment shall be made in full, within thirty (30) days after the date of notice to the Applicant that the initial payment is due. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price which is applicable to that year.

Annual payments for each year thereafter shall be due and payable by the Applicant on or before each January 1. If an annual payment is not made by the due date a flat \$50 late fee will be assessed. Final written notice prior to cancellation will be sent certified mail, return receipt requested, to the Applicant at such address as may be designated by the Applicant in writing or set forth in this Contract or Application. Water use for any part of a water year shall require payment for the entire water year. Nothing herein shall be construed so as to prevent the District from adjusting the annual rate in its sole discretion for future years only.

If payment is not made within fifteen (15) days after the date of said written notice, Applicant shall at District's sole option have no further right, title or interest under this Contract without further notice, and delivery may be immediately curtailed. The allotment of water, as herein made, may be transferred, leased, or otherwise disposed of at the discretion of the Board of Directors of the District.

Upon cancellation of this water allotment Contract with the District, the District shall notify the Division of Water Resources offices in Denver and Glenwood Springs. The Division of Water Resources may then order cessation of all water use.

7. Additional Fees and Costs: Applicant agrees to defray any expenses incurred by the District in connection with the allotment of water rights hereunder, including, but not limited to, reimbursement of legal and engineering costs incurred in connection with any water rights and adjudication necessary to allow Applicant's use of such allotted water rights.

8. Assignment: This Contract shall not inure to the benefit of the heirs, successors or assigns of Applicant, without the prior written consent of the District's Board of Directors. Any assignment of Applicant's rights under this Contract shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of Contract rights and the assumption of Contract obligations by assignees and successors. Nothing herein shall prevent successors to a portion of Applicant's property from applying to the District for individual and separate allotment Contracts. No assignment shall be recognized by the District except upon completion and filing of proper forms for assignment and change of ownership.

In the event the water allotted pursuant to this Contract is to be used for the benefit of land which is now or will subsequently be subdivided or held in separate ownership, the Applicant may only assign the Applicant's rights hereunder to: 1) No more than three separate owners all of whom shall be party to a well sharing agreement satisfactory to the District; or 2) A homeowners association, water district, water and sanitation district or other special district properly organized and existing under the laws of the State of Colorado, and then, only if such parties, association or special district establishes to the satisfaction of the District that it has the ability and authority to perform the Applicant's obligations under this Contract. In no event shall the owner of a portion, but less than all, of the Applicant's property to be served under this Contract have any rights hereunder, except as such rights may exist pursuant to a well sharing agreement or through a homeowners association or special district as provided above.

Upon the sale of the real property to which this Contract pertains, Applicant shall make buyer aware of this Contract and proper forms for assignment and change of ownership must be completed.

9. Other Rules: Applicant shall be bound by the provisions of the Water Conservancy Act of Colorado; by the rules and regulations of the Board of Directors of the District; and all amendments thereof and supplements thereto and by all other applicable law.

10. Operation and Maintenance Agreement: Applicant shall enter into an "Operation and Maintenance Agreement" with the District under terms and conditions determined by the board of Directors of the District, if and when, the Board of said District determines in its sole discretion that such an agreement is required. Said agreement may contain, but shall not be limited to, provisions for additional annual monetary consideration for extension of District delivery services and for additional administration, operation, and maintenance costs; or for other costs to the District which may arise through services made available to the Applicant.

11. Change of Use: The District reserves the exclusive right to review, re-approve or disapprove any proposed change in use of the water allotted hereunder. Any use other than that set forth herein or any lease or sale of the water or water rights allotted hereunder without the prior written approval of the District shall be deemed to be a material breach of this Contract.

12. Use and Place of Use: Applicant agrees to use the water in the manner and on the property described in the documents submitted to the District at the time this Contract is executed, or in any operation and maintenance agreement provided by Applicant. Any use other than as set forth thereon or any lease or sale of the water or water rights herein, other than as permitted in paragraph 8 above, shall be deemed to be a material breach of this agreement.

13. Title: It is understood and agreed that nothing herein shall be interpreted to give the Applicant any equitable or legal fee title interest in or to any water or water rights referred to herein.

14. Conservation: Applicant shall use commonly accepted conservation practices with respect to the water and water rights herein, and hereby agrees to be bound by any conservation plan adopted hereafter by the District for use of District owned or controlled water or water rights.

15. Restrictions: Applicant shall restrict actual diversions to not exceed the contract amount for ordinary household purposes, the watering of domestic livestock, fire protection, and the irrigation of lawn and garden as specified in the Application.

Applicant shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources.

Watering of livestock shall be restricted to Applicant's domestic animals not to be used for commercial purposes unless Applicant obtains approval from the Colorado Division of Water Resources for commercial use/livestock watering, provided that in no event shall actual diversions exceed the amount of water provided by this Contract.

Violation of this paragraph 15 shall be deemed to be a material breach of this Contract.

16. Well Permit: If Applicant intends to divert through a well, then Applicant must provide to District a copy of Applicant's valid well permit before District is obligated to deliver any water hereunder.

17. Measuring Device or Meter: Applicant agrees to provide, at its own expense, a measuring device deemed acceptable by the District's Engineer after consultation, or a totalizing flow meter with remote readout to continuously and accurately measure at all times all



water diverted pursuant to the terms of Applicant's water right and the terms of this Contract. Applicant agrees to provide accurate readings from such device or meter to District upon District's request. Applicant acknowledges that failure to comply with this paragraph could result in legal action to terminate Applicant's diversion of water by the State of Colorado Division of Water Resources. By signing this Contract, Applicant hereby specifically allows District, through its authorized agent, to enter upon Applicant's property during ordinary business hours for the purposes of determining Applicant's actual use of water.

18. Representations: By executing this Contract, Applicant agrees that it is not relying on any legal or engineering advice that Applicant may believe has been received from the District. Applicant further acknowledges that it has obtained all necessary legal and engineering advice from Applicant's own sources other than the District. Applicant further acknowledges that the District makes no guarantees, warranties, or assurances whatsoever about the quantity or quality of water available pursuant to this Contract. Should the District be unable to provide the water contracted for herein, no damages may be assessed against the District, nor may Applicant obtain a refund from the District.

19. Costs of Water Court Filing and Augmentation Plan: Should the District, in its own discretion, choose to include Applicant's Contract herein in a water court filing for alternate point of diversion or plan of augmentation, then Applicant hereby agrees to pay to the District, when assessed, an additional fee representing the District's actual and reasonable costs and fees for Applicant's share of the proceedings. Applicant shall be assessed a pro-rata share of the total cost incurred by the District in preparing, filing and pursuing to decree the water court case. The pro-rata share shall be calculated by dividing such total cost by the number of contractees included in the filing. To the extent that the District is caused additional costs because of objection filed specifically due to the inclusion of Applicant's Contract in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees.

20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application to Lease Water From West Divide Water Conservancy District" fully completed by Applicant and approved by the District's engineer. Said attachments shall by this reference thereto be incorporated into the terms of this agreement. All correspondence from the District to Applicant referring to or relating to this agreement is by this reference incorporated into this agreement as further terms and conditions of this agreement.

21. Warning: IT IS THE SOLE RESPONSIBILITY OF THE APPLICANT TO OBTAIN A VALID WELL PERMIT OR OTHER WATER RIGHT IN ORDER TO DIVERT WATER, INCLUDING THE WATER ACQUIRED UNDER THIS CONTRACT. IT IS THE CONTINUING DUTY OF THE APPLICANT TO MAINTAIN THE VALIDITY OF THE WELL PERMIT OR WATER RIGHT INCLUDING FILING FOR EXTENSIONS OF PERMITS, FILING WELL COMPLETION REPORTS, FILING STATEMENTS OF BENEFICIAL USE, OR OTHERWISE LAWFULLY APPLYING THE WATER TO BENEFICIAL USE ON A REGULAR BASIS WITHOUT WASTE.

22. AREA B. CONTRACTS: IF APPLICANT'S WELL OR OTHER WATER RIGHT THAT IS THE SUBJECT OF THIS CONTRACT IS LOCATED OUTSIDE "AREA A" AS DESIGNATED BY THE DISTRICT, THEN THIS PARAGRAPH APPLIES: THE AUGMENTATION WATER PROVIDED BY THE DISTRICT UNDER THIS CONTRACT MAY ONLY PROTECT APPLICANT'S WATER RIGHT FROM A CALL ON THE COLORADO RIVER AND MAY NOT PROTECT APPLICANT FROM A CALL FROM ANY OTHER



Attn: Greg LIS



**WEST DIVIDE**  
WATER CONSERVANCY DISTRICT

109 West Fourth Street P.O. Box 1478  
Rifle, Colorado 81650-1478  
Tel: (970)625-5461 Fax: (970)625-2796  
Web: www.wdwdc.org Email: w ater@wdwdc.org

July 20, 2009

Ryan May  
1120 Cedar Breaks  
Rifle, CO 81650

Dear Ryan:

Enclosed is approved contract #090716RM#1(a). Please read the contract carefully if you have not already done so, but please especially note paragraph 2 concerning availability of water.

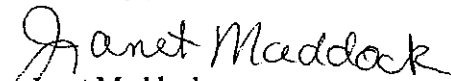
West Divide obtains its augmentation water from a number of sources and operates its water supply program pursuant to a Temporary Substitute Supply Plan (TSSP) approved annually by the State Engineer's Office. TSSPs are common for water conservancy districts and West Divide has operated pursuant to a TSSP for several years with no significant reliability issues. Federal policy relating to endangered species, environmental concerns, and forces of nature are always such that no source of water can be guaranteed during any season or from year to year. Further, the State Engineer's Office periodically reviews the geographic area served by West Divide and has recently made a decision to reduce West Divide's Area A Service Area. While your structure is currently located within the West Divide Area A Service Area, the Division Engineer's Office could make another adjustment to the Service Area in the future and your structure could fall outside the Service Area and be subject to curtailment by the State Engineer's Office.

West Divide continues to make good-faith efforts to obtain alternative long-term supplies in an effort to make reliable and predictable the water supply anticipated by your contract with us. West Divide also continues to make good-faith efforts to maintain its existing TSSP and keep its Area A Service Area intact. For most years, we expect to be successful in these efforts.

This water allotment contract may require you to obtain a well permit from the State Engineer's office. Once your well is drilled you are required to install a measuring device and submit a meter reading to West Divide, upon request.

Non-compliance with measuring and reporting requirements are grounds for cancellation of your water allotment contract with West Divide. This could result in action by the State Engineer which could prevent your further use of your well.

Sincerely yours,

  
Janet Maddock

Enclosure

cc Division No. 5 Water Resources w/enclosure  
Kerry D. Sundeen, Hydrologist w/enclosure

**APPLICATION TO LEASE WATER FROM WEST DIVIDE WATER CONSERVANCY DISTRICT**  
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

**1. APPLICANT INFORMATION**

Name: Ryan May  
Mailing address: 1120 Cedar Breaks  
Rifle, CO 81650  
Telephone: 618-9275  
Authorized agent: \_\_\_\_\_

2. COURT CASE #s: Decree Case No. \_\_\_\_\_  
Augmentation Plan Case No. \_\_\_\_\_

**3. USE OF WATER**

**RESIDENTIAL**

Number of main residences: 1 No. ADU's \_\_\_\_\_  
Subdivision: No. constructed units: \_\_\_\_\_ No. vacant lots \_\_\_\_\_  
Home garden/lawn irrigation of 12000 total sq. ft.  
Method of irrigation: flood \_\_\_\_\_ sprinkler  other \_\_\_\_\_  
Non-commercial animal watering of 2 animals  
Fire Protection   
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

*Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.*

**COMMERCIAL**

Number of units: \_\_\_\_\_ Total sq. ft. of commercial units: \_\_\_\_\_  
Description of use: \_\_\_\_\_

**INDUSTRIAL**

Description of use: \_\_\_\_\_

Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

**MUNICIPAL**

Description of use: \_\_\_\_\_

**DIRECT PUMPING**

Tributary: \_\_\_\_\_  
Location: \_\_\_\_\_

**4. SOURCE OF WATER**

Structure: Well Structure Name: May Well #1  
Source: surface \_\_\_\_\_ storage \_\_\_\_\_ ground water   
Current Permit # 209345 (attach copy)

**5. LOCATION OF STRUCTURE**

Garfield SE 1/4 SE 1/4  
County Quarter/quarter Quarter  
21 65 93 W 6  
Section Township Range P. M.

Distance of well from section lines:  
125 ft from South  
200 ft from East  
Elevation: 6100  
Well location address: 1120 Cedar Breaks, Rifle

(Attach additional pages for multiple structures)

**6. LAND ON WHICH WATER WILL BE USED**

(Legal description may be provided as an attachment.)  
Parcel 1 of SE 1/4 SE 1/4 S21  
T6S R93 6th p.m.  
Number of acres in tract: 10

*Inclusion into the District, at Applicant's expense, may be required.*

**7. TYPE OF SEWAGE SYSTEM**

Septic tank/absorption leach field  Central System \_\_\_\_\_ Other \_\_\_\_\_  
District name: \_\_\_\_\_

**8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:**

1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

*Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.*

*A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.*

*Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.*

Applicant Signature \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Application Date: June 22, 2009

**ISSUED AS AREA B CONTRACT**

\_\_\_\_ YES \_\_\_\_  NO

JOHN C. KEPHART & CO.  
GRAND JUNCTION LABORATORIES

435 NORTH AVENUE ♦ PHONE: (970) 242-7618 ♦ FAX: (970) 243-7235 ♦ GRAND JUNCTION, COLORADO 81501

— ANALYTICAL REPORT —

Received from: Highline Ranch Subdivision  
Ryan May 970-618-9275  
1120 Cedar Breaks  
Rifle, CO 81650

Customer No. \_\_\_\_\_ Laboratory No. 9095 Sample water

Date Received 8/4/09 Date Reported 8/6/09

Lab number 9095  
Sample ID

May Well #1

Total Coliform Bacteria 0 colonies/100ml sample

Lab number 9096  
Sample ID

May Well #3

Total Coliform Bacteria 0 colonies/100ml sample

WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACTName of Applicant: Ryan MayQuantity of Water in Acre Feet: 1

Applicant, hereby applies to the West Divide Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of C.R.S. 1973, Section 37-45-101, et seq., (hereinafter referred to as the "District") for an allotment contract to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this Contract and the attached Application, Applicant hereby agrees to the following terms and conditions:

1. Water Rights: Applicant shall own water rights at the point of diversion herein lawfully entitling Applicant to divert water, which will be supplemented and augmented by water leased herein. If Applicant intends to divert through a well, it must be understood by Applicant that no right to divert exists until a valid well permit is obtained from the Colorado Division of Water Resources.

2. Quantity: Water applied for by the Applicant in the amount set forth above shall be diverted at Applicant's point of diversion from the District's direct flow water rights, and when water is unavailable for diversion pursuant to administration by the Colorado State Engineer during periods when said direct flow water right is not in priority, the District shall release for the use of Applicant up to said quantity in acre feet per year of storage water owned or controlled by the District. It is understood that any quantity allotted from direct flow, storage or otherwise, to the Applicant by the District will be limited by the priority of the District's decrees and by the physical and legal availability of water from District's sources. Any quantity allotted will only be provided so long as water is available and the Applicant fully complies with all of the terms and conditions of this Contract. The District and the Applicant recognize that some of the District's decrees may be in the name of the Colorado River Water Conservation District, and the ability of the District to allot direct flow right to the Applicant may be dependent on the consent of the Colorado River Water Conservation District. If at any time the Applicant determines it requires less water than the amount herein provided, Applicant may so notify the District in writing, and the amount of water allotted under this Contract shall be reduced permanently in accordance with such notice. Rates shall be adjusted accordingly in following water years only.

3. Beneficial Use and Location of Beneficial Use: Any and all water allotted Applicant by the District shall be used for the following beneficial use or uses: industrial, municipal, domestic and related uses, or commercial (except for commercial use from Alsbury Reservoir and except to the extent that Ruedi Reservoir water may not be available for commercial as that term is defined on Page 5 of Contract No. 2-07-70-WO547 between the United States and the West Divide Water Conservancy District). Applicant's beneficial use of any and all water allotted shall be within or through facilities or upon land owned, leased, operated, or under Applicant's control.

4. Decrees and Delivery: Exchange releases made by the District out of storage from Ruedi Reservoir, Green Mountain Reservoir, Alsbury Reservoir, or other works or facilities of the District, or from other sources available to the District, shall be delivered to the Applicant at the outlet works of said storage facilities or at the decreed point of diversion for said other sources, and release or delivery of water at such outlet or points shall constitute performance of the District's total obligation. Delivery of water by the District from Ruedi Reservoir or Green

Mountain Reservoir shall be subject to the District's lease contracts with the United States Bureau of Reclamation. Releases from other facilities available to District shall be subject to the contracts, laws, rules, and regulations governing releases therefrom. Furthermore, the District hereby expressly reserves the right to store water and to make exchange releases from structures that may be built or controlled by the District in the future, so long as the water service to the Applicant pursuant to this agreement, is not impaired by said action. Any quantity of the Applicant's allocation not delivered to or used by Applicant by the end of each water year (October 1), shall revert to the water supplies of the District. Such reversion shall not entitle Applicant to any refund of payment made for such water.

Water service provided by the District shall be limited to the amount of water available in priority at the original point of diversion of the District's applicable water right, and neither the District, nor those entitled to utilize the District's decrees, may call on any greater amount at new or alternate points of diversion. The District shall request the Colorado Division of Water Resources to estimate any conveyance losses between the original point and any alternate point, and such estimate shall be deducted from this amount in each case.

Water service provided by the District for properties located within the Bluestone and Silt Water Conservancy Districts is provided pursuant to Agreements with said Districts. The Intergovernmental Agreement between the District and the Silt Water Conservancy District, dated January 25, 2001, is recorded as Reception No. 575691, Garfield County Clerk and Recorder's Office. The Intergovernmental Memorandum of Understanding between the District and the Bluestone Water Conservancy District, dated April 26, 2001, is recorded as Reception No. 584840, Garfield County Clerk and Recorder's Office.

5. Alternate Point of Diversion and Plan of Augmentation: Decrees for alternate points of diversion of the District's water rights or storage water may be required in order for Applicant to use the water service contemplated hereunder. Obtaining such decree is the exclusive responsibility of Applicant. The District reserves the right to review and approve any conditions which may be attached to judicial approval of said alternate point of diversion as contemplated or necessary to serve Applicant's facilities or lands. Applicant acknowledges and agrees that it shall be solely responsible for the procedures and legal engineering costs necessary for any changes in water rights contemplated herein, and further agrees to indemnify the District from any costs or losses related thereto. Applicant is solely responsible for providing works and facilities necessary to obtain/divert the waters at said alternate point of diversion and deliver them to Applicant's intended beneficial use. Irrespective of the amount of water actually transferred to the Applicant's point of diversion, the Applicant shall make annual payments to the District based upon the amount of water allotted under this Contract.

In the event the Applicant intends to apply for an alternate point of diversion and to develop an augmentation plan and institute legal proceedings for the approval of such augmentation plan to allow the Applicant to utilize the water allotted to Applicant hereunder, the Applicant shall give the District written notice of such intent. In the event the Applicant develops and adjudicates its own augmentation plan to utilize the water allotted hereunder, Applicant shall not be obligated to pay any amount under Paragraph 19 below. In any event, the District shall have the right to approve or disapprove the Applicant's augmentation plan and the Applicant shall provide the District copies of such plan and of all pleadings and other papers filed with the water court in the adjudication thereof.

6. Contract Payment: Non-refundable, one time administrative charge, in the amount determined by the Board of Directors of the District from time to time, shall be submitted with the application for consideration by the District.

Annual payment for the water service described herein shall be determined by the Board of Directors of the District. The initial annual payment shall be made in full, within thirty (30) days after the date of notice to the Applicant that the initial payment is due. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price which is applicable to that year.

Annual payments for each year thereafter shall be due and payable by the Applicant on or before each January 1. If an annual payment is not made by the due date a flat \$50 late fee will be assessed. Final written notice prior to cancellation will be sent certified mail, return receipt requested, to the Applicant at such address as may be designated by the Applicant in writing or set forth in this Contract or Application. Water use for any part of a water year shall require payment for the entire water year. Nothing herein shall be construed so as to prevent the District from adjusting the annual rate in its sole discretion for future years only.

If payment is not made within fifteen (15) days after the date of said written notice, Applicant shall at District's sole option have no further right, title or interest under this Contract without further notice, and delivery may be immediately curtailed. The allotment of water, as herein made, may be transferred, leased, or otherwise disposed of at the discretion of the Board of Directors of the District.

Upon cancellation of this water allotment Contract with the District, the District shall notify the Division of Water Resources offices in Denver and Glenwood Springs. The Division of Water Resources may then order cessation of all water use.

7. Additional Fees and Costs: Applicant agrees to defray any expenses incurred by the District in connection with the allotment of water rights hereunder, including, but not limited to, reimbursement of legal and engineering costs incurred in connection with any water rights and adjudication necessary to allow Applicant's use of such allotted water rights.

8. Assignment: This Contract shall not inure to the benefit of the heirs, successors or assigns of Applicant, without the prior written consent of the District's Board of Directors. Any assignment of Applicant's rights under this Contract shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of Contract rights and the assumption of Contract obligations by assignees and successors. Nothing herein shall prevent successors to a portion of Applicant's property from applying to the District for individual and separate allotment Contracts. No assignment shall be recognized by the District except upon completion and filing of proper forms for assignment and change of ownership.

In the event the water allotted pursuant to this Contract is to be used for the benefit of land which is now or will subsequently be subdivided or held in separate ownership, the Applicant may only assign the Applicant's rights hereunder to: 1) No more than three separate owners all of whom shall be party to a well sharing agreement satisfactory to the District; or 2) A homeowners association, water district, water and sanitation district or other special district properly organized and existing under the laws of the State of Colorado, and then, only if such parties, association or special district establishes to the satisfaction of the District that it has the ability and authority to perform the Applicant's obligations under this Contract. In no event shall the owner of a portion, but less than all, of the Applicant's property to be served under this Contract have any rights hereunder, except as such rights may exist pursuant to a well sharing agreement or through a homeowners association or special district as provided above.

Upon the sale of the real property to which this Contract pertains, Applicant shall make buyer aware of this Contract and proper forms for assignment and change of ownership must be completed.



SENIOR RIGHT. NO REPRESENTATION OTHERWISE IS MADE BY THE DISTRICT. IF THIS IS A CONCERN TO APPLICANT, THIS CONTRACT MAY BE RESCINDED UPON WRITTEN NOTICE DELIVERED TO THE DISTRICT BY THE APPLICANT WITHIN THE NEXT 30 DAYS FOLLOWING THE AFFIXING OF SIGNATURES ON THIS CONTRACT IN WHICH EVENT ALL SUMS PAID BY APPLICANT FOR THIS CONTRACT SHALL BE IMMEDIATELY REFUNDED TO APPLICANT.

[Signature] Applicant Applicant

STATE OF Colorado )  
 ) ss.  
COUNTY OF Garfield )

The foregoing instrument was acknowledged before me on this 22 day of June, 2009, by Ryan May. Witness my hand and official seal. My commission expires: 12-23-11

**Janet Maddock**  
Notary Public  
State of Colorado  
Commission Expires 12-23-11  
Janet Maddock  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ . Witness my hand and official seal. My commission expires: \_\_\_\_\_

Notary Public

ORDER

After a hearing by the Board of Directors of the West Divide Water Conservancy District on the Application, it is hereby ORDERED that said Application be granted and this Contract shall be and is accepted by the District.

WEST DIVIDE WATER CONSERVANCY DISTRICT  
By [Signature]  
President

ATTEST:  
[Signature]  
Secretary

7/16/09  
Date

This Contract includes and is subject to the terms and conditions of the following documents which must accompany this Contract:

- 1. Map showing location of point of diversion (use map provided)
- 2. Application and Data Form fully completed and signed

The printed portions of this form, except differentiated additions or deletions, have been approved and adopted by the West Divide Water Conservancy District.  
Form: WDWCD 01-01-08 CONTRACT.