

POWERLINE

PROFESSIONAL

PARK

PRELIMINARY PLAN

# SUBDIVISION APPLICATION FORM

SKETCH PLAN  
 PRELIMINARY PLAN  
 FINAL PLAT

SUBDIVISION NAME: POWERLINE PROFESSIONAL PARK

OWNER: WESTERN SLOPE DEVELOPMENT COMPANY

PLANNER: S K COLLABORATION

ENGINEER: HIGH COUNTRY

SURVEYOR: RICH HOLSON

LOCATION: SECTION(S) 11 TOWNSHIP 6 RANGE 93

WATER SOURCE: INDIVIDUAL WELL *Shared wells*

SEWAGE DISPOSAL METHOD: ISDS *Central system*

PUBLIC ACCESS: HIGHWAY 6 & 24

EXISTING ZONING: COMMERCIAL GENERAL (C/G)

EASEMENTS: UTILITY TWO 125' POWERLINE EASEMENTS DESCRIBED IN BOOK 355, PAGE 568

DITCH N/A *→ Cactus Valley Ditch → show*

ACCESS SINGLE 60' PRIVATE ACCESS PROPOSED

## LAND USE SUMMARY:

(1)	<u>Residential</u>	<u>Units</u>	<u>Acres</u>	<u>Parking Spaces</u>
	Single Family	<u>0</u>	<u>0</u>	<u>0</u>
	Duplex	<u>0</u>	<u>0</u>	<u>0</u>
	Multi-Family	<u>0</u>	<u>0</u>	<u>0</u>
	Manufactured	<u>0</u>	<u>0</u>	<u>0</u>
	Mobile Home	<u>0</u>	<u>0</u>	<u>0</u>
(2)	<u>Commercial</u>	<u>8</u>	<u>29.5</u>	<u>1/100sf</u> <i>ok</i>
(3)	<u>Industrial</u>	<u>0</u>	<u>0</u>	<u>0</u>
(4)	<u>Public Areas</u>	<u>0</u>	<u>0</u>	<u>0</u>
(5)	<u>Open Space</u>	<u>0</u>	<u>.5</u>	<u>0</u>
	<u>Public</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>Private</u>	<u>0</u>	<u>0.5</u>	<u>0</u>
	<b>LAND USE TOTAL:</b>	<u>8</u>	<u>29.5</u>	<u>Tbd</u>
(6)	<u>Parking/Circulation Area(s):</u>	<u>Tbd</u>	<u>Tbd</u>	<u>Tbd</u>
(7)	<u>Roadway Area(s):</u>	<u>0</u>	<u>Tbd</u>	<u>0</u>
	<b>SURFACE TOTAL:</b>	<u>0</u>	<u>Tbd</u>	<u>Tbd</u>
	<b>TOTAL DEVELOPMENT AREA:</b>	<u>8</u>	<u>29.5</u>	<u>Tbd</u>

# POWERLINE PROFESSIONAL PARK

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## A. PROJECT & SITE DESCRIPTION

PROJECT & SITE DESCRIPTION: The property to be subdivided is located one quarter mile east of Rifle. The property is bounded by Spanglers salvage yard and Cottonwood mobile home park, on the west, and Gasmat and other miscellaneous storage/semi commercial on the east. Undeveloped semi agricultural land lies on the north, with a gravel pit and concrete plant across Highway 6 & 24 on the south. Two Powerlines run north and south across the property. The proposed access is between the powerlines culminating in a cul-de-sac 600 feet in length. In general, the area is of a disjointed commercial nature. The existing Commercial General zone designation allows for a variety of service oriented uses.

Powerline is envisioned to be a mix of business office, storage and shop uses in both lease multi-tenant and individual owner spaces. Western Slope Development Inc. has developed, constructed and marketed similar developments containing over two hundred buildings with a total area in excess of two million square feet.

The site is 29.50 acres in size with 8 lots ranging in size from 2.8 to 5.7 acres in size. The average overall density is 2.3 acres/units. Access will be provided within a single existing access on Highway 6 & 24. Water will be provided via individually augmented wells and well sharing agreements with wastewater being handled by central sewer.

*shared wells*

Development of the site will be strictly regulated through quality architectural and design standards enforced through covenants and park management. Western Slope Development intends to build and manage the first multi-tenant building in the spring of 2000 with sales and development of the site expected to continue for three more years.

## B. ZONING & SUBDIVISION REGULATIONS

SUBDIVISION COMPLIANCE: Section 4:00 of the Subdivision Resolution, details the submittal and review requirements for Preliminary Plan. Western Slope Development believes that this application is complete for County Commission Review.

ZONING COMPLIANCE: The property is zoned Commercial General C/G which allows for a wide range of uses. Given certain site constraints, water, sewer and access a phased development is proposed.

PHASING PLAN: Given the diverse range of potential uses permissible by the C/G Zone District, and by site constraints, it is proposed that development occur in three phases.

*warehousing*  
Phase 1: Lots 1, 2 and 8 would be restricted to 60,000 sf of usable building footprint. All fire infrastructure would be installed including the pond, hydrants and distribution line.

*- sewage*  
Utilities including Well #2 located would be improved for Phase 1 use. Hard surfacing of the cul-de-sac and road frontage along lots 3-7 would be installed at a later filing, however, the road will be gravelled for fire protection.

*?* → *check traffic counts + by 3*

*- well #2 - sewage*  
Phase 2: Lots 3, 4 and 7 are proposed for Phase 2. The remaining gravel portions of the road and cul-de-sac may be hard surfaced at this time. A new Access Permit review will be required by CDOT and future intersection improvements may be required prior to recordation of a second filing. The range of use and the total square footages cannot be predicted at this time and therefore major access improvements are not anticipated.

*will need new permit and build required improvements*

*shell*  
→ *how can you say this if you don't know square footage!*

Phase 3: Lots 5 and 6 are projected to be developed in this Phase. All remaining conditions of an SIA and improvements required by CDOT will be accomplished at this Filing. All potential improvements should be complete.

*shell*

Included with the application is CDOT Permit #399164 limiting access to the site to 60,000 sf of warehousing and a sales office. Prior to Filing 2, this permit will have to be amended to meet the criteria of the State Access Code. Also included with the permit is the Phased Development Plan requested by CDOT.

Uses by right in the C/G zone, all require that the following standards be met:

All fabrication, service and repair operations are conducted within a building.

All storage of materials shall be within a building or obscured by a fence.

All loading and unloading of vehicles is conducted on private property.

No dust, noise, glare or vibration is projected beyond the lot

The C/G zone district also requires design standards regarding lot area and coverage, building height, setbacks and floor areas. The code also allows for the provision that, at the County Commissioner's discretion, ten percent of the total parking and roadway areas may be required to be devoted to screening of these areas with landscaping. Powerline, through strict development controls, will ensure that all requirements are met.

*how?* ✖ ✖

*Edit*

C. **ACCESS:** Powerline intends to utilize a single existing access point on Hwy 6&24. The existing Colorado Department of Transportation access permit will be modified through CDOT for the increased usage. CDOT has received application for the change of use and access agreement. No county roads will be directly accessed by the park.

**STREET LAYOUT & ALIGNMENT-** The single access configuration allows the development to have greater safety control over increased commercial traffic to the state highway.

**SAFE STOPPING SIGHT DISTANCES-** The entrance design for Hwy. 6&24 will ensure clear sight triangles and appropriate speeds at all intersections. **Internal roads will be design assuming the following stopping distance:**



DESIGN SPEED (M.P.H.)	DISTANCE (FEET)
20	110

**OWNERSHIP & MAINTENANCE-** The **Powerline Professional Park Business Owners association will be responsible for the long term maintenance of all roads within the subdivision.**

**ROADWAY DESIGN-** All primary access roads will complies with the Design & Improvement Standards as detailed in Section 9:00 of the Subdivision Resolution. The primary public roadway consists of a single 600 foot cul-de-sac within a 60 foot right of way.



*Cul-de-sac? 600' to center of circle*

**ON & OFF-STREET PARKING -** All off-street parking spaces will conform to the Zoning Resolution and are anticipated to be created at a rate of 1.25 spaces per 100 square feet of commercial floor area.

*not consistent with front page*

**SNOW REMOVAL -** Snow removal and storage areas will be provided on-site. The design and development of these areas will coincide with the street drainage system. Snow removal will be the responsibility of the business association.



**STREET DRAINAGE SYSTEMS- STORMWATER MANAGEMENT -** The subdivision intends to utilize swales and/or storm drains for on-site stormwater management drainage and detention. (See Appendix F. Drainage)

*Appendix F*

**ROAD LOCATION:** Two Powerlines run north and south across the property with the road proposed to be located between them. A license agreement to allow placement of the road within the easement with Tri-State Power has been obtained. (See Appendix E. Permits)

?

**SAFETY - VEHICULAR & PEDESTRIAN SAFETY** - All safety signage will comply with the 1988 Edition of the UTCD as amended.

?

**EMERGENCY** - All access areas are to be designed in compliance with all applicable standards.

**TRASH COLLECTION** - Centralized trash storage locations will be required and reviewed by the BOA for access and visual impacts.

?

**UTILITIES** - All utilities are intended to be located below ground within or adjacent to access ways.

**TRAFFIC GENERATION** - In a study prepared by High Country Engineering the existing access is anticipated to remain at a Level of Service (LOS) of A, which will not require any modification of the existing access point. The ITE Trip Generation Manual 5th addition was used to assume average distribution using the industrial park category. The Manual trip distribution rates were as follows:

Land Use	Total Lots	Average Weekday Trips	AM Peak Trips		PM Peak Trips	
			IN	OUT	IN	OUT
Commercial	8	1,761	202	30	51	192

(See Appendix G. Traffic)

↓  
CDOT permit say it will!!

1,761  
÷ 3

The total square footage permissive under the current access permit is 60,000sf. At warrants greater than this amount CDOT may require intersection improvements

**D. UTILITIES** : Electric and gas services are anticipated to be provided by the Public Service Company of Colorado. U.S. West will provide telephone service, with cable from TCI. (See Appendix E. Permits)

**E. DRAINAGE & EROSION**: The site is primary flat, with few areas of potential drainage or erosion problems. The drainage study prepared by High Country Engineering indicates that the increase in runoff due to development will be detained prior to release into an existing drainage located along Highway 6 & 24. All drainage improvements proposed are designed to mitigate the adverse impacts on the site and adjoining properties. (See Appendix F. Drainage)

**F. WILDLIFE & VEGETATION:** Traditional agricultural use of the land has produced a mix of native and introduced species. The native vegetation on site is generally comprised ricegrass, wheatgrass, junegrass, serviceberry and big sagebrush, with wheat and a minor infestation of Musk Thistle due to the lack of stewardship of the land. No endangered plant or animal species have been identified with the site as determined in the study prepared by the Garfield County GIS Department. (See Appendix E. Permits)

?

**G. SOILS & GEOLOGY:**

not there

**Area Generalized:**

The site lies within the contact area between the Arvada- Torrfluvents-Heldt and the Potts-Ildefonso-Vale groups. The Arvada- Torrfluvents-Heldt group is characterized by deep, well drained to somewhat poorly drained, nearly level to gently sloping on benches, terraces, alluvial fans and flood plains. The Potts-Ildefonso-Vale group is characterized by deep, well drained, nearly level to gently sloping to steep soils on mesas, terraces, alluvial fans and flood plains.

**Site Geology:**

The site, as indicated in the USDA Soil Survey of Rifle Area, is located entirely within map unit 50C, Kim Loam 3-6 percent slope. This deep, well drained, gently sloping soil is found on alluvial fans and benches. The soil formed in alluvium from shale and sandstone. Elevation ranges from 5,000 to 6,000 feet. The average annual air temperature is 40 degrees F. and the average frost free period is 125 days. Annual Precipitation averages 12 inches.

Typically the surface layer is yellowish brown or light yellowish brown loam approximately 17 inches in depth. The underlying material is a light brownish grey loam that extends to a depth of more than 60 inches. Some stratification with fine sandy loam may occur.

Hp Geotech has found in their subsoil investigation that there may be areas of soils which may require engineered foundations. As a condition of any approval the a plat note referencing the study and the potential hazard will be included.

check  
HP  
report

Additionally HP Geotech has determined specific surface hydrology which may need specific mitigation in the finalization of any dirt preparation or subdivision improvement.



## SOIL CHARACTERISTICS

<u>DEPTH TO BEDROCK</u>	<u>- MORE THAN 40 "</u>
<u>TEXTURE</u>	
<u>SURFACE</u>	<u>- LOAM</u>
<u>SUBSOIL</u>	<u>- LOAM</u>
<u>SUBSTRATUM</u>	<u>- LOAM</u>
<u>UNIFIED CLASSIFICATION</u>	<u>- ML</u>
<u>PERMEABILITY</u>	<u>- MODERATE</u>
<u>PERCENT COARSE FRAGMENTS</u> ( <u>GREATER THAN 3 "</u> )	<u>- 0-5</u>
<u>SALINITY (EC x 10<sup>3</sup> @ 25° C)</u>	
<u>pH (SURFACE)</u>	<u>- 7.4-8.4</u>
<u>SHRINK-SWELL POTENTIAL</u>	<u>- LOW</u>
<u>POTENTIAL FROST ACTION (SURFACE)</u>	<u>- LOW</u>
<u>FLOOD HAZARD</u>	<u>- NONE</u>
<u>HYDROLOGIC GROUP</u>	<u>- B</u>
<u>CORROSIVITY</u> <u>STEEL (UNCOATED)</u>	<u>- HIGH</u>
<u>CONCRETE</u>	<u>- LOW</u>

## DEGREE & TYPES OF POTENTIAL LIMITATIONS

( 0 SLIGHT, M MODERATE, S SEVERE)

<u>SEPTIC TANK ABSORPTION FIELDS</u>	<u>- O</u>
<u>SEWAGE LAGOONS</u>	<u>- M SLOPE</u>
<u>SANITARY LANDFILL</u> <u>TRENCH</u>	<u>- O</u>
<u>AREA</u>	<u>- O</u>
<u>SHALLOW EXCAVATIONS</u>	<u>- O</u>
<u>STRUCTURES</u> <u>W/ BASEMENTS</u>	<u>- M LOW STRENGTH</u>
<u>WO/ BASEMENTS</u>	<u>- M LOW STRENGTH</u>
<u>ROADS</u>	<u>- M LOW STRENGTH</u>

## SUITABILITY AS A SOURCE OF:

<u>DAILY COVER FOR LANDFILL</u>	<u>- GOOD</u>
<u>ROAD FILL</u>	<u>- FAIR - LOW STRENGTH</u>
<u>SAND</u>	<u>- UNSUITED</u>
<u>GRAVEL</u>	<u>- UNSUITED</u>
<u>TOPSOIL</u>	<u>- GOOD</u>
<u>K=.32</u>	

**H. RADIATION HAZARD:** There is no known radiation hazard on site either from natural or man-made sources. A known Uranium Mine Tailing Radiation Area (UMTRA) exists one quarter mile to the west, south of Highway 6 and north of the river. The UMTRA site and its' associated underground contamination plume is moving west and does not currently or will not, due to topography, affect the proposed subdivision site.

A radiation study performed by HP Geotech found that gamma radiation readings taken at the site appear typical of natural background levels in the area.

(See Appendix C. Soils, Geology & Radiation)

**I. FIRE SUPPRESSION:** A single 180,000 gallon storage pond linking two draft hydrants running the western length of the road are proposed. All improvements will be completed per the phasing plan. Security for improvements has been detailed in Appendix

**K. LETTER OF FINANCIAL SECURITY.**

*no good!! → de fine improvements have Eng. estimates*

**J. TOPOGRAPHY:** The site is flat, with slopes less than 1% with an overall elevation difference of 15 feet from the north to south property lines. Portions of the property are adjoined by the Grand Valley Ditch, however the ditch will not be impacted. No natural lakes or streams are located on-site and no natural watercourses will be impacted.

**K. WATER SERVICE PLAN:** Centralized municipal water is not currently available in this area, commercial individually augmented wells are proposed. Three individual well permits have been issued by the Division of Water Resources for nonexempt commercial wells augmented with approved West Divide Contracts. Four acre feet are provided by the contracts. The anticipated total requirement for the entire site is two acre feet.

Individual well sharing agreements are proposed for the wells as indicated in Appendix D.  
**WATER & AUGMENTATION.**

Water quantity is ample as indicated by the drillers report which revealed the following data:

Well Depth:	80 Feet
Static Water Level	13 Feet 9 Inches
Draw down after 4 hours	17 Feet 4 Inches
Pumping Rate	30 Gallons per Minute with pump type 1HP20S

Overall water quality and quantity in the area is adequate for individual wells within the subdivision. (See Appendix D. WATER & AUGMENTATION)

**L. WASTE WATER SERVICE PLAN:** Waste Water Treatment Services, LLC has amended and included the subject property into its' Service Plan Boundary and has obtained the necessary waiver to operate at 855 of the rated service capacity. Our current agreement will allow for 24 EQR or apx. 7,200 gallons per day.

*What is agreement, how financing?*

*?*

The infrastructure will be installed at the Phasing Plan dictates. The up front cost of this improvement will be borne by the developer.

(See Appendix K. Letter OF FINANCIAL SECURITY)

*does not delineate need to detail not sufficient*

*2*

The EQR will be sold on a first-come first serve basis with no lot having more than a reasonable share of the total allotted service.

(See Appendix H. WASTE DISPOSAL PLAN)

*What does this mean? allocate*

**M. AGENCY REVIEW COMMENTS:**

*XXX*

**CITY OF RIFLE:** In a letter dated 5/15/00 from James Neu, portions of Rifle's Watershed District regulations have been identified as potentially impacting the District and would thus require a Permit.

*subject to*

*?*

In light of this information application is being made to Rifle to obtain the Permit.

(See Appendix E. PERMITS)

*need now!!!*

*XX*

**TRI-STATE GENERATION & TRANSMISSION:** Since the issuance of License TSL-3817-99006, plans have changed, namely the inclusion of the fire storage pond. Tri-State is currently reviewing and rewriting the license agreement to reflect this change.

(See Appendix E. PERMITS)

*need do P.P. XX*

**BOOKCLIFF SOIL CONSERVATION DIST:** In a review letter dated 11/30/99, the District identified the incorrect information concerning Yellow Toadflax and other noxious weed misidentified identified as being on the property. A weed management plan will be developed it is required as well as the inclusion of the recommendations of Steve Anthony and the District. (See Appendix L. REVIEW COMMENTS)

*for P.P. FP*

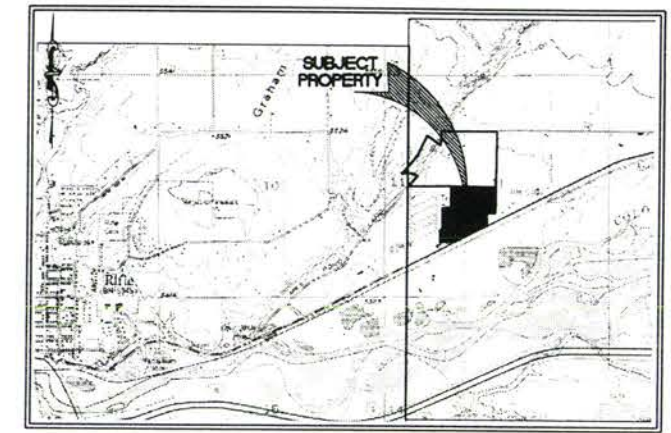
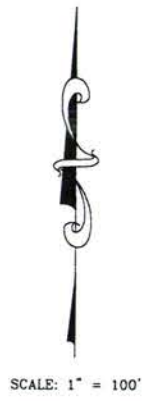
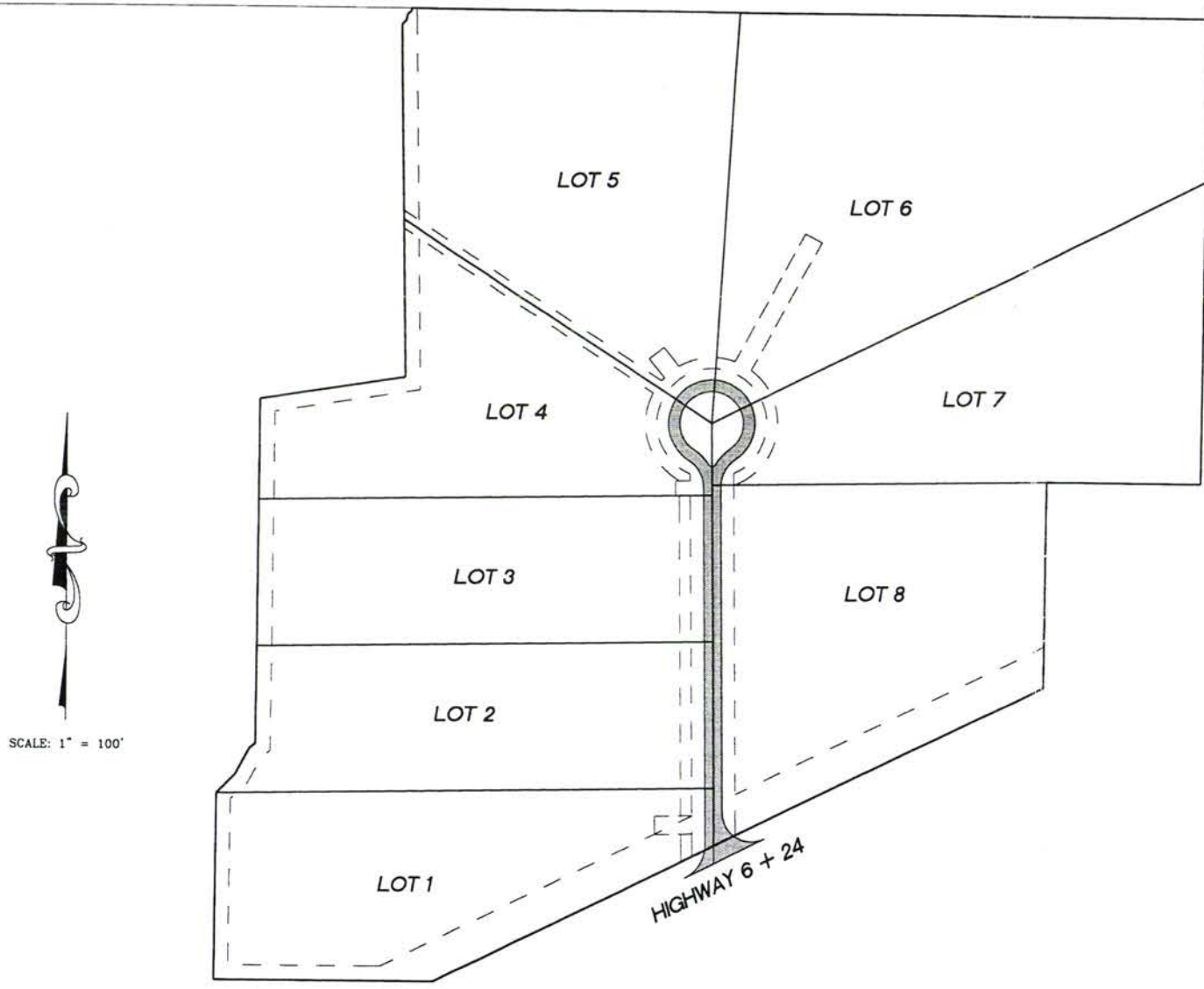
*?*

**RIFLE FIRE PROTECTION DIST:** Three letters detailing the evolution and resulting fire protection plan have been provided. All final design will be verified by both the County and District. (See Appendix L. REVIEW COMMENTS)

*CO Engineer*

**GARCO SCHOOL DIST:** Has no concerns about the project and as a commercial subdivision, not responsible for any school impact fees.

PRELIMINARY PLAN DOCUMENTS FOR  
**POWERLINE PROFESSIONAL PARK**  
 GARFIELD COUNTY, COLORADO




SECTION 11, TOWNSHIP 6 S., RANGE 93 W., 5TH P.M.  
**VICINITY MAP**  
 SCALE: 1" = 2000'

**SHEET INDEX**

SHEET NUMBER	TITLE
1.	COVER SHEET
2.	PLAT
3.	GRADING, DRAINAGE AND EROSION CONTROL PLAN
4.	ROAD PLAN AND PROFILES
5.	MASTER UTILITY PLAN
5A.	MASTER UTILITY FIRELINE PLAN AND PROFILE
6.	DETAIL SHEET

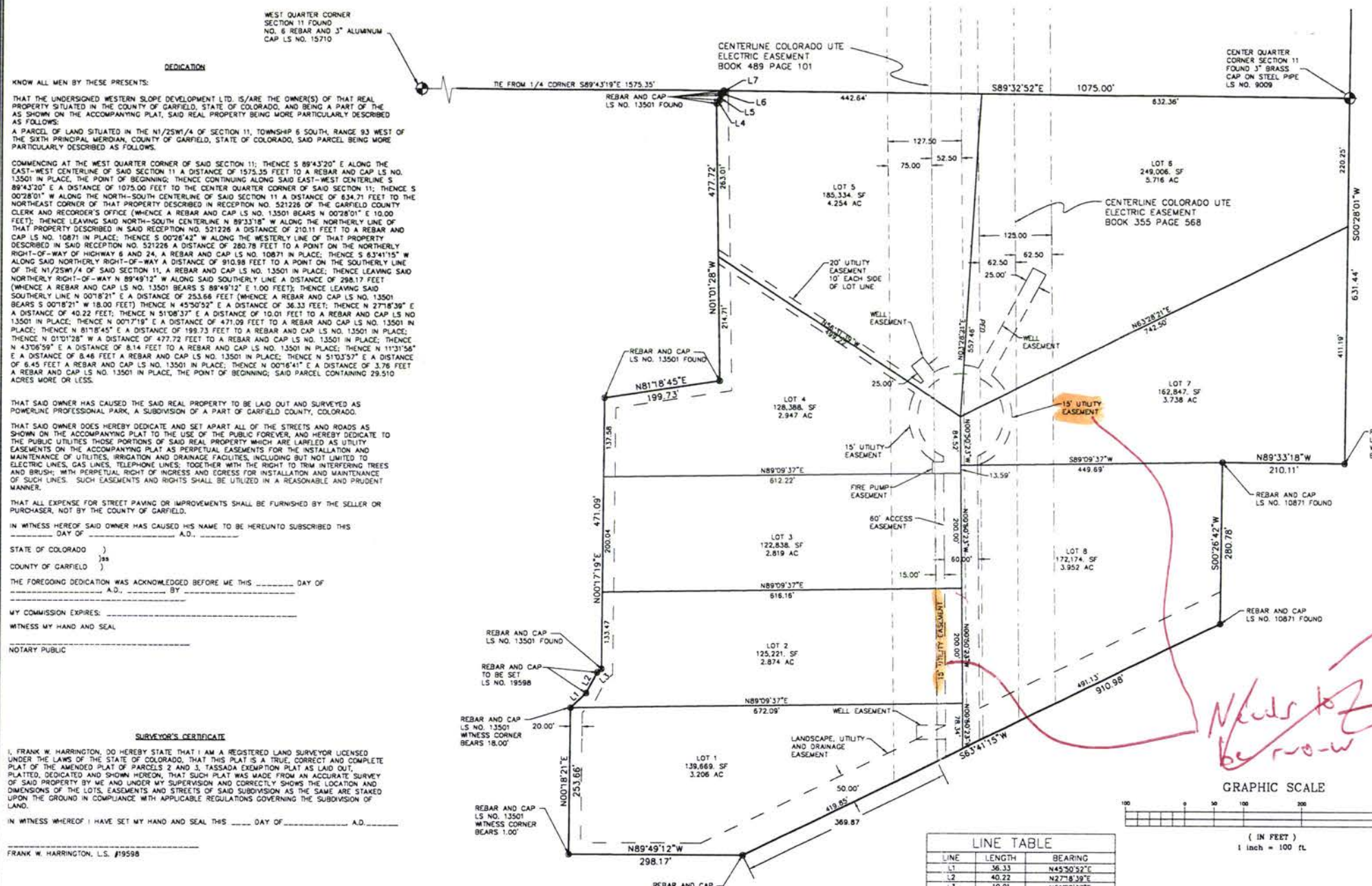
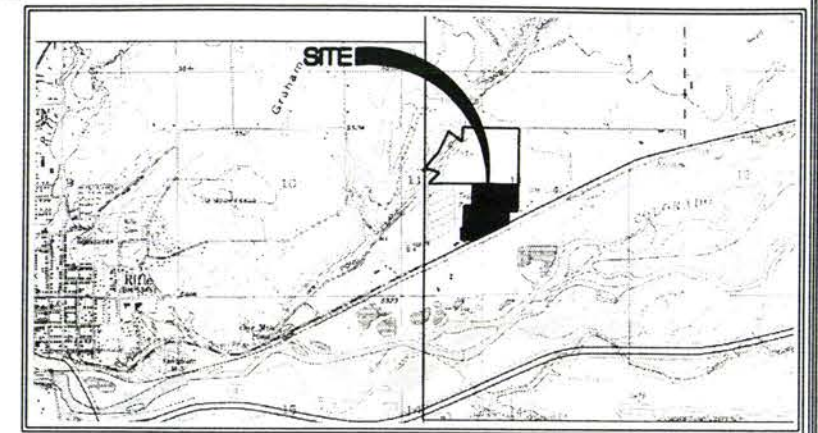
**PROJECT LAYOUT**

<p style="text-align: center;"><b>OWNERS:</b></p> <p style="text-align: center;">WESTERN SLOPE DEVELOPMENT                  PO BOX 324                  SILT, COLORADO 81652                  (970) 876-5242</p>	 <p style="text-align: center;"><b>ENGINEER:</b></p> <p style="text-align: center;">HIGH COUNTRY ENGINEERING, INC.                  CONSULTING ENGINEERS AND SURVEYORS                  923 COOPER AVENUE                  GLENWOOD SPRINGS, COLORADO 81601                  (970) 945-8676</p>	<p style="text-align: center;"><b>PLANNER:</b></p> <p style="text-align: center;">SK COLLABORATION                  PO BOX 324                  SILT, COLORADO 81652                  (970) 876-5242</p>
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# PRELIMINARY PLAT POWERLINE PROFESSIONAL PARK SUBDIVISION

A PARCEL OF LAND SITUATED IN SECTION 11, T.6S., R.93W, OF THE 6TH P.M.  
COUNTY OF GARFIELD, STATE OF COLORADO  
SHEET 1 OF 1



LINE	LENGTH	BEARING
1	36.33	N49°30'32"E
2	40.22	N27°18'39"E
3	10.01	N51°08'37"E
4	8.14	N43°06'59"E
5	8.46	N11°31'58"E
6	8.45	N51°03'57"E
7	3.78	N00°16'41"E

KNOW ALL MEN BY THESE PRESENTS:  
THAT THE UNDERSIGNED WESTERN SLOPE DEVELOPMENT LTD. IS/ARE THE OWNER(S) OF THAT REAL PROPERTY SITUATED IN THE COUNTY OF GARFIELD, STATE OF COLORADO, AND BEING A PART OF THE AS SHOWN ON THE ACCOMPANYING PLAT, SAID REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
A PARCEL OF LAND SITUATED IN THE N1/2SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 89°43'20" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 1575.35 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE, THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST-WEST CENTERLINE S 89°43'20" E A DISTANCE OF 1075.00 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 11; THENCE S 00°28'01" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 11 A DISTANCE OF 634.71 FEET TO THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN RECEPTION NO. 521226 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE (WHENCE A REBAR AND CAP LS NO. 13501 BEARS N 00°28'01" E 10.00 FEET); THENCE LEAVING SAID NORTH-SOUTH CENTERLINE N 89°13'18" W ALONG THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN SAID RECEPTION NO. 521226 A DISTANCE OF 210.11 FEET TO A REBAR AND CAP LS NO. 10871 IN PLACE; THENCE S 00°28'42" W ALONG THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN SAID RECEPTION NO. 521226 A DISTANCE OF 280.78 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HIGHWAY 6 AND 24, A REBAR AND CAP LS NO. 10871 IN PLACE; THENCE S 63°41'15" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 910.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE N1/2SW1/4 OF SAID SECTION 11, A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 89°49'12" W ALONG SAID SOUTHERLY LINE A DISTANCE OF 298.17 FEET (WHENCE A REBAR AND CAP LS NO. 13501 BEARS S 89°49'12" E 1.00 FEET); THENCE LEAVING SAID SOUTHERLY LINE N 00°18'21" E A DISTANCE OF 253.66 FEET (WHENCE A REBAR AND CAP LS NO. 13501 BEARS S 00°18'21" W 18.00 FEET); THENCE N 45°50'52" E A DISTANCE OF 36.33 FEET; THENCE N 27°18'39" E A DISTANCE OF 40.22 FEET; THENCE N 51°08'37" E A DISTANCE OF 10.01 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 00°18'21" E A DISTANCE OF 477.72 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 43°06'59" E A DISTANCE OF 8.14 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 11°31'58" E A DISTANCE OF 8.46 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 51°03'57" E A DISTANCE OF 8.45 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 00°16'41" E A DISTANCE OF 3.78 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE, THE POINT OF BEGINNING; SAID PARCEL CONTAINING 29.510 ACRES MORE OR LESS.

THAT SAID OWNER HAS CAUSED THE SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS POWERLINE PROFESSIONAL PARK, A SUBDIVISION OF A PART OF GARFIELD COUNTY, COLORADO.  
THAT SAID OWNER DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS AND ROADS AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND HEREBY DEDICATE TO THE PUBLIC UTILITIES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE LAID AS UTILITY EASEMENTS ON THE ACCOMPANYING PLAT AS PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, IRRIGATION AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES, TOGETHER WITH TREES, TOWERING TREES AND BRUSH; WITH PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION AND MAINTENANCE OF SUCH LINES. SUCH EASEMENTS AND RIGHTS SHALL BE UTILIZED IN A REASONABLE AND PRUDENT MANNER.  
THAT ALL EXPENSE FOR STREET PAVING OR IMPROVEMENTS SHALL BE FURNISHED BY THE SELLER OR PURCHASER, NOT BY THE COUNTY OF GARFIELD.  
IN WITNESS WHEREOF SAID OWNER HAS CAUSED HIS NAME TO BE HEREUNTO SUBSCRIBED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ BY \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF GARFIELD )  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ BY \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
WITNESS MY HAND AND SEAL  
NOTARY PUBLIC

**SUBVENDOR'S CERTIFICATE**  
I, FRANK W. HARRINGTON, DO HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE AMENDED PLAT OF PARCELS 2 AND 3, TASSADA EXEMPTION PLAT AS LAID OUT, PLATTED, DEDICATED 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 \_\_\_\_\_ A.D. \_\_\_\_\_  
FRANK W. HARRINGTON, L.S. #19598

**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  
DATE

**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 1984.  
ATTORNEY  
DATE

*NO it does not!*  
*Needs to be re-w*  
*agreement with Tri-state only allows 60' F-ow.*

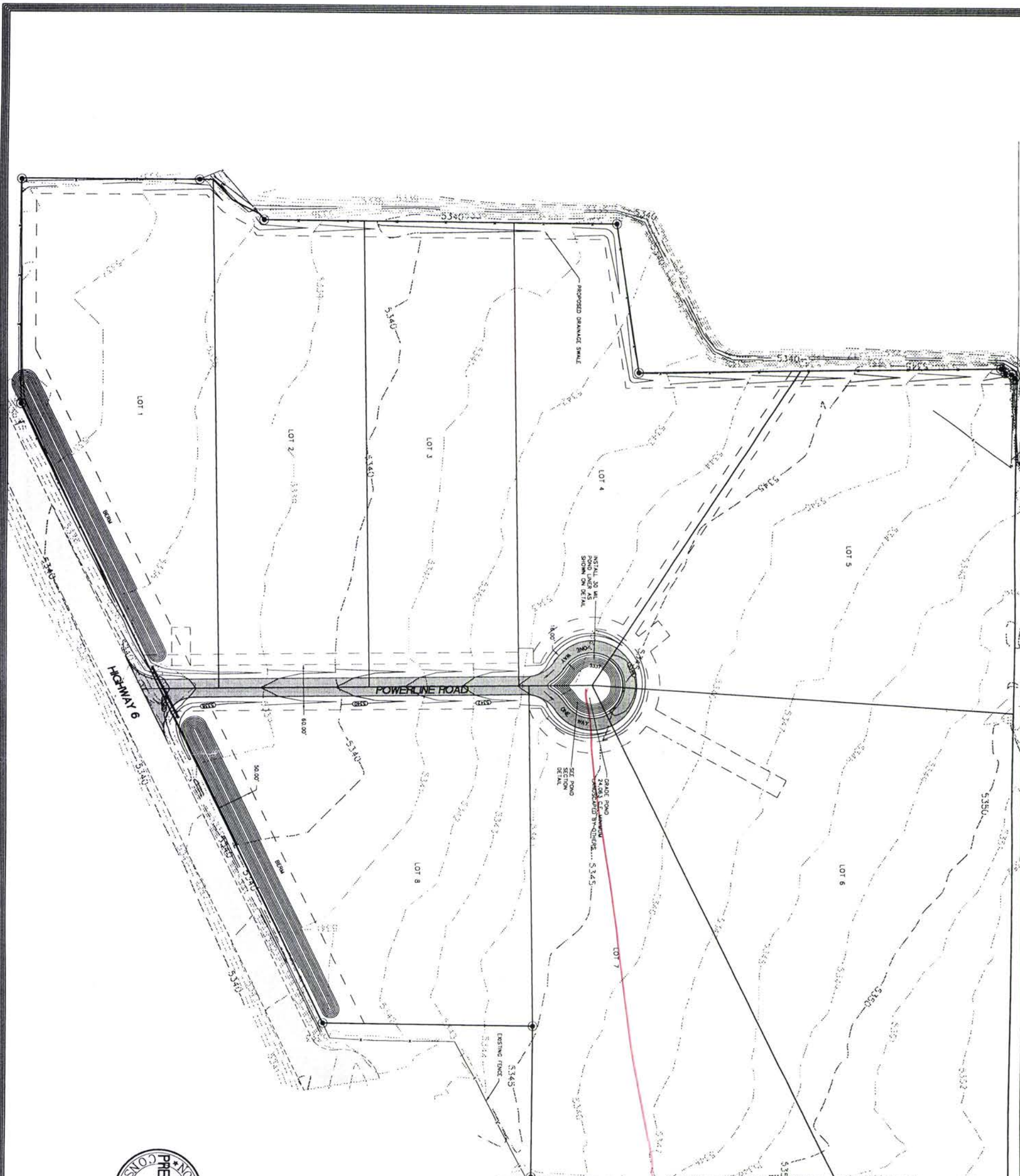


**BOARD OF COUNTY COMMISSIONERS CERTIFICATE**  
THIS PLAT, APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY AND FOR CONVEYANCE TO THE COUNTY OF THE PUBLIC DEDICATIONS SHOWN HEREON, SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES GARFIELD COUNTY FOR THE FINANCING OR CONSTRUCTING OF IMPROVEMENTS ON LANDS, PUBLIC HIGHWAYS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF COUNTY COMMISSIONERS AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE GARFIELD COUNTY FOR THE CONSTRUCTION, REPAIR OR MAINTENANCE OF PUBLIC HIGHWAYS.

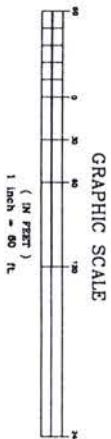
BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO  
BY: \_\_\_\_\_ CHAIRMAN  
WITNESS MY HAND AND THE SEAL OF THE COUNTY OF GARFIELD.  
ATTEST: \_\_\_\_\_ COUNTY CLERK

**CLERK AND RECORDER'S CERTIFICATE**  
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THE DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ AND IS DULY RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ RECEPTION NO. \_\_\_\_\_  
ATTEST: \_\_\_\_\_ CLERK AND RECORDER  
BY: \_\_\_\_\_

**HIGH COUNTRY ENGINEERING, INC.**  
CONSULTING ENGINEERS AND SURVEYORS  
923 COOPER AVENUE  
GLENWOOD SPRINGS, COLORADO 81601  
(970) 945-8676



*Need Tri-slope  
dr for pond &  
cul-de-sac  
before F.P.*

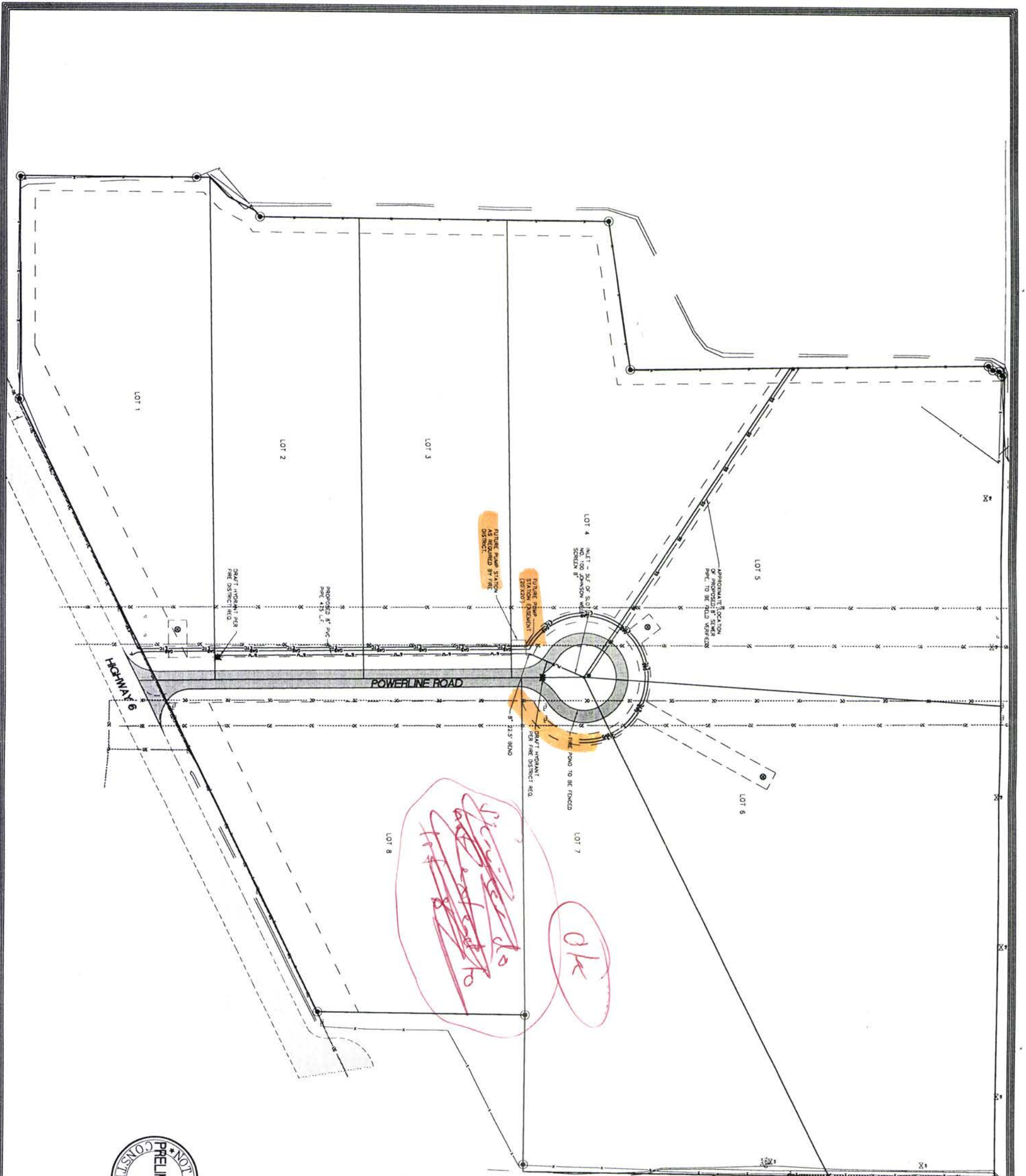


LEGEND	
[Solid line]	EXISTING ASPHALT
[Dashed line]	PROPOSED ASPHALT
[Dotted line]	EXISTING CONTOUR
[Dashed line]	PROPOSED CONTOUR
[Dotted line]	PROPOSED EASEMENT
[Dashed line]	PROPOSED PROPERTY LINE
[Solid line]	EXISTING FENCE

PROJECT NO. <b>99055.01</b>	WESTERN SLOPE DEVELOPMENT GARFIELD COUNTY, COLORADO <b>POWERLINE PROFESSIONAL PARK</b> GRADING, DRAINAGE AND EROSION CONTROL PLAN	HIGH COUNTRY ENGINEERING, INC. 923 COOPER AVENUE GLENWOOD SPRINGS, CO 81601 PH:(970) 945-8676 FX:(970) 945-2555	DES. EPT	NO. DATE	REVISION	BY
			DR. EPT	1 3-15-00	REVISED CUL-DE-SAC TO ALLOW TURN AROUND AND POND GRADING	EPT
			CK. NQE			
			DATE 9-17-99			
			FILE: gr-01			

SHEET 3



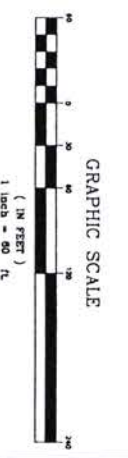


**UTILITY NOTES**

1. THE LOCATIONS OF ABOVE UNDERGROUND UTILITIES AND SERVICE POINTS SHOWN ON THIS PLAN ARE BASED ON UTILITY RECORDS, CONSTRUCTION RECORDS, FIELD SURVEY, AND VISUAL INSPECTION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE AND SCHEDULE ALL CONSTRUCTION, ROAD CONSTRUCTION AND UTILITY CONSTRUCTION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH GARFIELD COUNTY SPECIFICATIONS AND STANDARDS.
3. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE GARFIELD COUNTY DEPARTMENT OF PUBLIC UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES DURING CONSTRUCTION.
4. WATER AND SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH GARFIELD COUNTY SPECIFICATIONS AND STANDARDS.
5. ALL UTILITIES SHALL BE INSTALLED WITH A 33 FT. MINIMUM DEPTH OF COVER UNLESS OTHERWISE SPECIFIED.
6. ALL UTILITIES SHALL BE INSTALLED WITH A 33 FT. MINIMUM DEPTH OF COVER UNLESS OTHERWISE SPECIFIED.
7. ALL UTILITIES SHALL BE INSTALLED WITH A 33 FT. MINIMUM DEPTH OF COVER UNLESS OTHERWISE SPECIFIED.
8. ALL UTILITIES SHALL BE INSTALLED WITH A 33 FT. MINIMUM DEPTH OF COVER UNLESS OTHERWISE SPECIFIED.
9. ALL UTILITIES SHALL BE INSTALLED WITH A 33 FT. MINIMUM DEPTH OF COVER UNLESS OTHERWISE SPECIFIED.
10. ALL UTILITIES SHALL BE INSTALLED WITH A 33 FT. MINIMUM DEPTH OF COVER UNLESS OTHERWISE SPECIFIED.
11. ALL UTILITIES SHALL BE INSTALLED WITH A 33 FT. MINIMUM DEPTH OF COVER UNLESS OTHERWISE SPECIFIED.
12. ALL UTILITIES SHALL BE INSTALLED WITH A 33 FT. MINIMUM DEPTH OF COVER UNLESS OTHERWISE SPECIFIED.
13. ALL UTILITIES SHALL BE INSTALLED WITH A 33 FT. MINIMUM DEPTH OF COVER UNLESS OTHERWISE SPECIFIED.

**LEGEND**

---	PROPOSED EASEMENT
---	PROPOSED PROPERTY LINE
---	PROPOSED GAS LINE
---	PROPOSED UNDERGROUND TELEPHONE
---	PROPOSED UNDERGROUND ELECTRIC
---	PROPOSED ELEC., PHONE, AND T.V. SERVICE
---	PROPOSED 6" P.C. FIRE WATER PIPE
---	PROPOSED FIRE HYDRANT
---	PROPOSED WATER VALVE
---	PROPOSED TELEPHONE P.O.
---	PROPOSED ELECTRIC R/W WALL
---	EXISTING GAS LINE
---	EXISTING UNDERGROUND TELEPHONE
---	EXISTING UNDERGROUND ELECTRIC



DES.	EPT	NO.	DATE	REVISION	BY
DR.	EPT	1	3-18-00	ADDED PROPOSED WELL LOCATIONS AND EASEMENTS	EPT
CK.	NOE	2	3-17-00	ADDED PROPOSED SEWER APPROXIMATE LOCATION	EPT
DATE		3	3-30-00	ADDED PROPOSED FIRE HYDRANT AND PIPING	EPT
FILE:	Mu-01	4	5-19-00	ADDED 15' UTILITY EASEMENT ON WEST SIDE OF ROAD	EPT

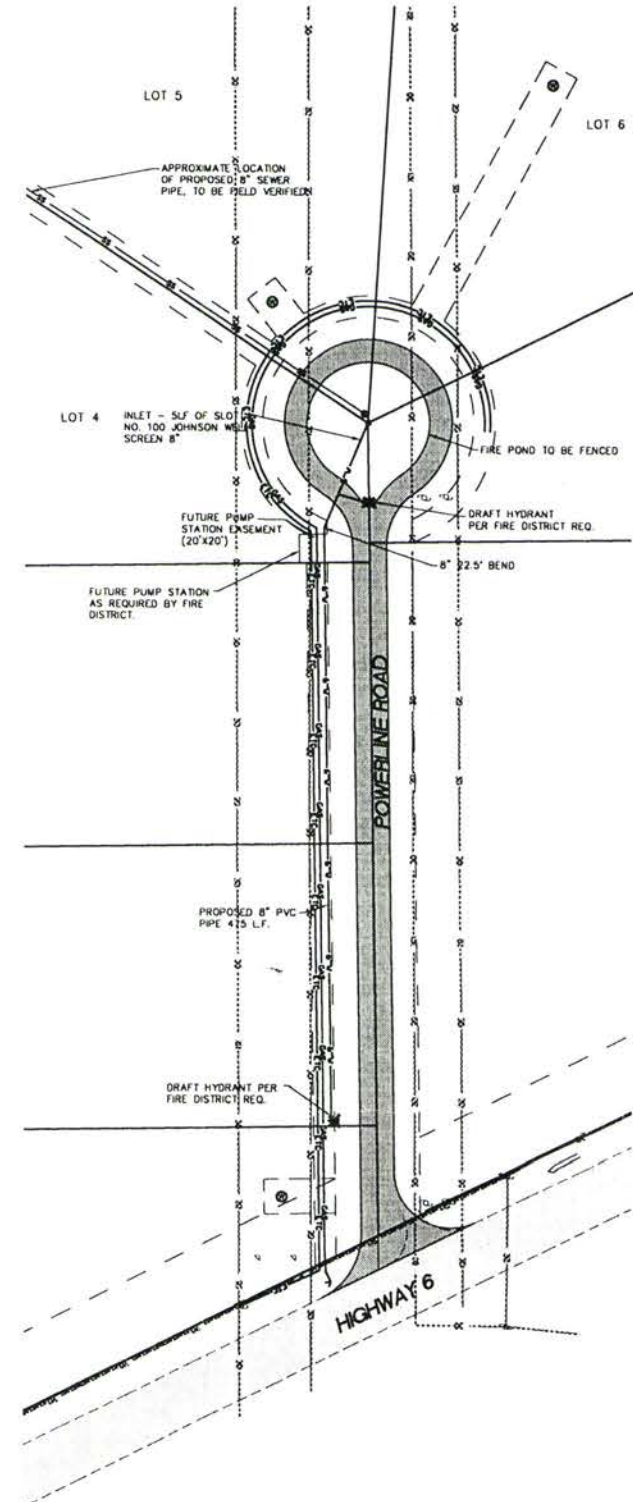
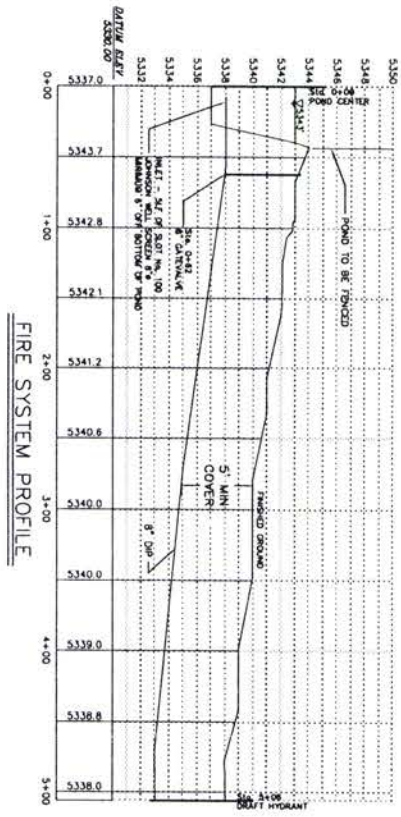
WESTERN SLOPE DEVELOPMENT  
GARFIELD COUNTY, COLORADO  
**POWERLINE PROFESSIONAL PARK**  
MASTER UTILITY  
PLAN



**HIGH COUNTRY ENGINEERING, INC.**  
923 COOPER AVENUE  
GLENWOOD SPRINGS, CO 81601  
PH: (970) 945-8676 FX: (970) 945-2555

PROJECT NO.  
**99055.01**  
SHEET 5





LEGEND	
---	PROPOSED EASEMENT
---	PROPOSED PROPERTY LINE
---	PROPOSED GAS LINE
---	PROPOSED UNDERGROUND TELEPHONE
---	PROPOSED UNDERGROUND ELECTRIC
---	PROPOSED ELEC., PHONE, AND T.V. SERVICE
---	PROPOSED 8\"/>



SHEET 5A	PROJECT NO. 99055.01		HIGH COUNTRY ENGINEERING, INC. 923 COOPER AVENUE GLENWOOD SPRINGS, CO 81601 PH.(970) 945-8676 FX.(970) 945-2555	DES. JDH	NO.	DATE	REVISION	BY
	DR. EPT							
	CK. NOE							
	DATE 4-12-00							
	FILE: Mu-01							

WESTERN SLOPE DEVELOPMENT  
GARFIELD COUNTY, COLORADO  
**POWERLINE PROFESSIONAL PARK**  
MASTER UTILITY FIRELINE  
PROFILE



**M. AGENCY REVIEW COMMENTS CONTINUED:**

**CITY OF RIFLE:** In the letter dated 12/6/99, the mayor is highly supportive of the Project and that the development follow the standard practices for development in the City of Rifle.

**N. COMPREHENSIVE PLAN COMPLIANCE:** The project site is located within the Rifle Comprehensive Plan Area, and within the Rifle Urban Area of Influence as indicated on the Garfield County 1984 Comprehensive plan of 1984.

The Garfield County Comprehensive Plan details site specific areas where development should be avoided within the Rifle Urban Area of Influence. The County Plan also identifies that Rifle has, in place, a Comprehensive Plan. The County plan also indicates that besides the identified environmental constraints, "...the buildability of the land in Rifle's Urban Area of Influence is good.

The Rifle Comprehensive Plan identifies the site as being within District 8. Several items are identified but namely the following statements are made:

"Separated, non-urban development, such as Cottonwood Springs Village and rural roadside rural industrial and commercial development, should not be encouraged to grow or expand."

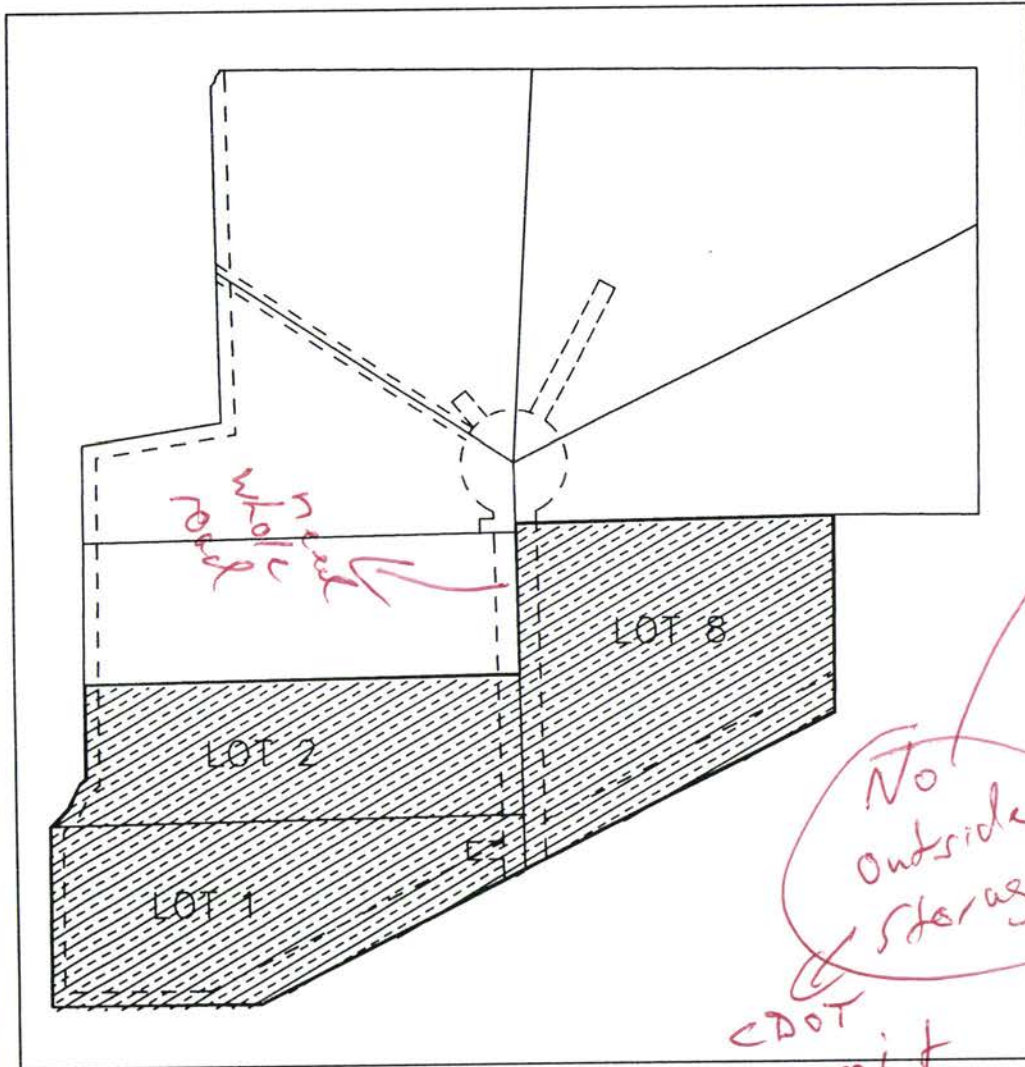
Additionally, Rifle is to:

" Work with Garfield County to create a fringe area plan."

The Rifle Comprehensive Plan map identifies the area as County Commercial. Western Slope Development believes that a high quality, contentious and site specific development will act as yet another anchor to further foster the spirit of renovation which Cottonwood Springs Village and Big R Enterprises have begun in the area. Western Slope Development is highly interested in co-partnering with area residents and developments to find creative and equitable solutions to area-wide issues. The Comprehensive Plan details the need to contain growth within Rifle and identifies this area as non-urbanized. Western Slope Development agrees with the intent of this statement but recognizes that, in reality, Cottonwood Springs Village is a center from which development has and will continue to occur, and as such should be both fostered and regulated as a urban center. Positive multipliers, created by community initiatives such as the creation of a fringe area plan can both protect the other interests defined in the Rifle and Garfield County Comprehensive Plans and can achieve the goals of the Cottonwood Springs Village larger community.

# POWERLINE PROFESSIONAL PARK PHASE ONE

## FILING 1



### Lot Area Development Area

Lot 1: 3.206 Acres

Lot 2: 2.874 Acres

Lot 8: 3.952 Acres

### Development Restriction

### Building Square Footage (All Lots):

~~20,000 sf~~  
Lot 1 - 20,000 sf

Lot 2 - 20,000 sf

Lot 8 - 20,000 sf

4:60 B  
-> description

### Permissive Uses:

Office, Mini-Storage, Contractor Yard,  
General Service and Repair -> not to public  
Establishment including; Lumber Yard  
and Storage retail

And all Conditional and Special Uses as permitted by County approval.



**LOT 1**  
**POWERLINE PROFESSIONAL PARK**  
**PRELIMINARY PROPERTY DESCRIPTION**

A PARCEL OF LAND KNOWN AND DESIGNATED AS LOT 1, AS SHOWN ON THE PRELIMINARY PLAT OF POWERLINE PROFESSIONAL PARK PREPARED BY HIGH COUNTRY ENGINEERING, INC., SITUATED IN THE N1/2SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 68°13'33" E 1523.75 FEET TO THE CENTER OF AN ACCESS EASEMENT CUL-DE-SAC SHOWN ON SAID PRELIMINARY PLAT; THENCE S 00°50'23" E 576.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HIGHWAY 6 AND 24, THE POINT OF BEGINNING; THENCE S 63°41'15" W ALONG SAID NORTHERLY RIGHT-OF-WAY 419.85 FEET TO A POINT ON THE SOUTHERLY LINE OF THE N1/2 SW1/4 OF SAID SECTION 11, A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 89°49'12" W ALONG SAID SOUTHERLY LINE 298.17 FEET (WHENCE A REBAR AND CAP LS NO. 13501 BEARS S 89°49'12" E 1.00 FEET); THENCE LEAVING SAID SOUTHERLY LINE N 00°18'21" E ALONG THE WESTERLY LINE OF SAID POWERLINE PROFESSIONAL PARK 253.66 FEET (WHENCE A REBAR AND CAP LS NO. 13501 BEARS S 00°18'21" W 18.00 FEET); THENCE LEAVING SAID WESTERLY LINE N 89°09'37" E 672.09 FEET; THENCE S 00°50'23" E 78.34 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 3.206 ACRES, MORE OR LESS.

K:\WP\99\055\LOT\_1Legal.doc

**LOT 2**  
**POWERLINE PROFESSIONAL PARK**  
**PRELIMINARY PROPERTY DESCRIPTION**

A PARCEL OF LAND KNOWN AND DESIGNATED AS LOT 2, AS SHOWN ON THE PRELIMINARY PLAT OF POWERLINE PROFESSIONAL PARK PREPARED BY HIGH COUNTRY ENGINEERING, INC., SITUATED IN THE N1/2 SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 68°13'33" E 1523.75 FEET TO THE CENTER OF AN ACCESS EASEMENT CUL-DE-SAC SHOWN ON SAID PRELIMINARY PLAT; THENCE S 00°50'23" E 498.11 FEET TO THE POINT OF BEGINNING; THENCE S 89°09'37" W 672.09 FEET TO A POINT ON THE WESTERLY LINE OF SAID POWERLINE PROFESSIONAL PARK (WHENCE A REBAR AND CAP LS NO. 13501 BEARS S 00°18'21" W 18.00 FEET); THENCE N 45°50'52" E ALONG SAID WESTERLY LINE 36.33 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE N 27°18'39" E 40.22 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE N 51°08'37" E 10.01 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE CONTINUING ALONG SAID WESTERLY LINE N 00°17'19" E 133.47 FEET; THENCE LEAVING SAID WESTERLY LINE N 89°09'37" E 616.16 FEET; THENCE S 00°50'23" E 200.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 2.874 ACRES MORE OR LESS.

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**LOT 8**  
**POWERLINE PROFESSIONAL PARK**  
**PRELIMINARY PROPERTY DESCRIPTION**

A PARCEL OF LAND KNOWN AND DESIGNATED AS LOT 8, AS SHOWN ON THE PRELIMINARY PLAT OF POWERLINE PROFESSIONAL PARK PREPARED BY HIGH COUNTRY ENGINEERING, INC., SITUATED IN THE N1/2SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 68°13'33" E 1523.75 FEET TO THE CENTER OF AN ACCESS EASEMENT CUL-DE-SAC SHOWN ON SAID PRELIMINARY PLAT; THENCE S 00°50'23" E 84.52 FEET TO THE POINT OF BEGINNING; THENCE N 89°09'37" E 449.69 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN RECEPTION NO. 521226 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE, A REBAR AND CAP LS NO. 10871 IN PLACE; THENCE S 00°26'42" W ALONG THE WESTERLY LINE OF SAID PROPERTY 280.78 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HIGHWAY 6 AND 24, A REBAR AND CAP LS NO. 10871 IN PLACE; THENCE S 63°41'15" W ALONG SAID NORTHERLY RIGHT-OF-WAY 491.13 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 0°50'23" W 491.93 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 3.952 ACRES, MORE OR LESS.

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**LOT 3**  
**POWERLINE PROFESSIONAL PARK**  
**PRELIMINARY PROPERTY DESCRIPTION**

A PARCEL OF LAND KNOWN AND DESIGNATED AS LOT 3, AS SHOWN ON THE PRELIMINARY PLAT OF POWERLINE PROFESSIONAL PARK PREPARED BY HIGH COUNTRY ENGINEERING, INC, SITUATED IN THE N1/2SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 68°13'33" E 1523.75 FEET TO THE CENTER OF AN ACCESS EASEMENT CUL-DE-SAC SHOWN ON SAID PRELIMINARY PLAT; THENCE S 00°50'23" E 298.11 FEET TO THE POINT OF BEGINNING; THENCE S 89°09'37" W 616.16 FEET TO A POINT ON THE WESTERLY LINE OF SAID POWERLINE PROFESSIONAL PARK; THENCE N 00°17'19" E ALONG SAID WESTERLY LINE 200.04 FEET; THENCE LEAVING SAID WESTERLY LINE N 89°09'37" E 612.22 FEET; THENCE S 00°50'23" E 200.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 2.819 ACRES, MORE OR LESS.

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**LOT 4**  
**POWERLINE PROFESSIONAL PARK**  
**PRELIMINARY PROPERTY DESCRIPTION**

A PARCEL OF LAND KNOWN AND DESIGNATED AS LOT 4, AS SHOWN ON THE PRELIMINARY PLAT OF POWERLINE PROFESSIONAL PARK PREPARED BY HIGH COUNTRY ENGINEERING, INC., SITUATED IN THE N1/2SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 68°13'33" E 1523.75 FEET TO THE CENTER OF AN ACCESS EASEMENT CUL-DE-SAC SHOWN ON SAID PRELIMINARY PLAT, THE POINT OF BEGINNING; THENCE S 00°50'23" E 98.11 FEET; THENCE N 89°09'37" W 612.22 FEET TO A POINT ON THE WESTERLY LINE OF SAID POWERLINE PROFESSIONAL PARK; THENCE ALONG SAID WESTERLY LINE N 00°17'19" E ALONG 137.58 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE CONTINUING ALONG SAID WESTERLY LINE N 81°18'45" E 199.73 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE CONTINUING ALONG SAID WESTERLY LINE N 01°01'28" W 214.71 FEET; THENCE LEAVING SAID WESTERLY LINE N 56°31'39" W 499.22 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 2.947 ACRES, MORE OR LESS.

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**LOT 7**  
**POWERLINE PROFESSIONAL PARK**  
**PRELIMINARY PROPERTY DESCRIPTION**

A PARCEL OF LAND KNOWN AND DESIGNATED AS LOT 7, AS SHOWN ON THE PRELIMINARY PLAT OF POWERLINE PROFESSIONAL PARK PREPARED BY HIGH COUNTRY ENGINEERING, INC., SITUATED IN THE N1/2SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 68°13'33" E 1523.75 FEET TO THE CENTER OF AN ACCESS EASEMENT CUL-DE-SAC SHOWN ON SAID PRELIMINARY PLAT, THE POINT OF BEGINNING; THENCE N 63°28'21" E 742.50 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 11, DISTANT S 00°28'01" W 220.25 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 11; THENCE S 00°28'01" W ALONG SAID NORTH-SOUTH CENTERLINE 411.19 FEET TO THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN RECEPTION NO. 521226 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE (WHENCE A REBAR AND CAP LS NO. 13501 BEARS N 00°28'01" E 10.00 FEET); THENCE LEAVING SAID NORTH-SOUTH CENTERLINE N 89°33'18" W ALONG THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN SAID RECEPTION NO. 521226 A DISTANCE OF 210.11 FEET TO A REBAR AND CAP LS NO. 10871 IN PLACE; THENCE LEAVING SAID NORTHERLY LINE S 89°09'37" W 449.69 FEET; THENCE N 00°50'23" W 84.52 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 3.738 ACRES, MORE OR LESS.

# POWERLINE PROFESSIONAL PARK PHASE THREE

## FILING 3

### Lot Area Development Area

Lot 5: 4.254 Acres

Lot 6: 5.716 Acres

### Development Restriction

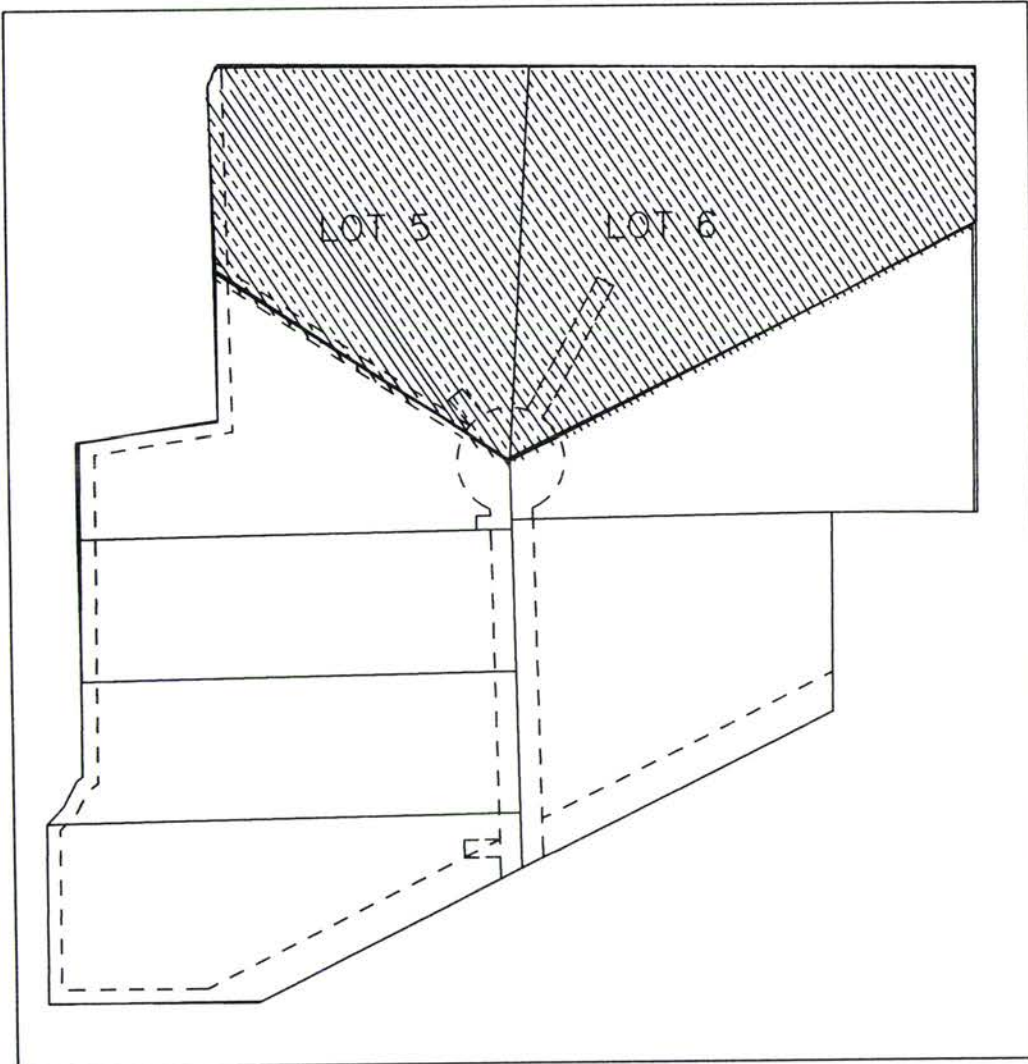
### Building Square Footage (All Lots):

**To be Determined**

Permissive Uses:

Office, Mini-Storage, Contractor Yard,  
General Service and Repair  
Establishment including; Lumber Yard  
and Storage

And all Conditional and Special Uses as  
permitted by County approval.



*EDOT  
Access  
permit needed  
and restricted  
to that*

**LOT 5**  
**POWERLINE PROFESSIONAL PARK**  
**PRELIMINARY PROPERTY DESCRIPTION**

A PARCEL OF LAND KNOWN AND DESIGNATED AS LOT 5, AS SHOWN ON THE PRELIMINARY PLAT OF POWERLINE PROFESSIONAL PARK PREPARED BY HIGH COUNTRY ENGINEERING, INC, SITUATED IN THE N1/2SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 68°13'33" E 1523.75 FEET TO THE CENTER OF AN ACCESS EASEMENT CUL-DE-SAC SHOWN ON SAID PRELIMINARY PLAT, THE POINT OF BEGINNING; THENCE N 56°31'39" W 499.22 FEET TO THE WESTERLY LINE OF SAID POWERLINE PROFESSIONAL PARK; THENCE N 01°01'28" W ALONG SAID WESTERLY LINE 263.01 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE CONTINUING ALONG SAID WESTERLY LINE N 43°06'59" E 8.14 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE CONTINUING ALONG SAID WESTERLY LINE N 11°31'56" E 8.46 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE CONTINUING ALONG SAID WESTERLY LINE N 51°03'57" E 6.45 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE CONTINUING ALONG SAID WESTERLY LINE N 00°16'41" E 3.76 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 11, A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE S 89°32'52" E ALONG SAID EAST-WEST CENTERLINE 442.64 FEET TO A POINT DISTANT N 89°32'52" W 632.36 FROM THE CENTER QUARTER CORNER OF SAID SECTION 11; THENCE LEAVING SAID EAST-WEST CENTERLINE S 03°28'21" W 557.46 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 4.254 ACRES, MORE OR LESS.

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**LOT 6**  
**POWERLINE PROFESSIONAL PARK**  
**PRELIMINARY PROPERTY DESCRIPTION**

A PARCEL OF LAND KNOWN AND DESIGNATED AS LOT 6, AS SHOWN ON THE PRELIMINARY PLAT OF POWERLINE PROFESSIONAL PARK PREPARED BY HIGH COUNTRY ENGINEERING, INC., SITUATED IN THE N1/2SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 68°13'33" E 1523.75 FEET TO THE CENTER OF AN ACCESS EASEMENT CUL-DE-SAC SHOWN ON SAID PRELIMINARY PLAT, THE POINT OF BEGINNING; THENCE N 03°28'21" W 557.46 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 11; THENCE S 89°32'52" E ALONG SAID EAST-WEST CENTERLINE 632.36 FEET TO THE CENTER QUARTER CORNER OF SECTION 11, A 3" BRASS CAP ON STEEL PIPE LS NO. 9009 IN PLACE; THENCE S 00°28'01" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 11 220.25 FEET; THENCE LEAVING SAID NORTH-SOUTH CENTERLINE S 63°28'21" W 742.50 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 5.716 ACRES, MORE OR LESS.

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# APPENDICES:

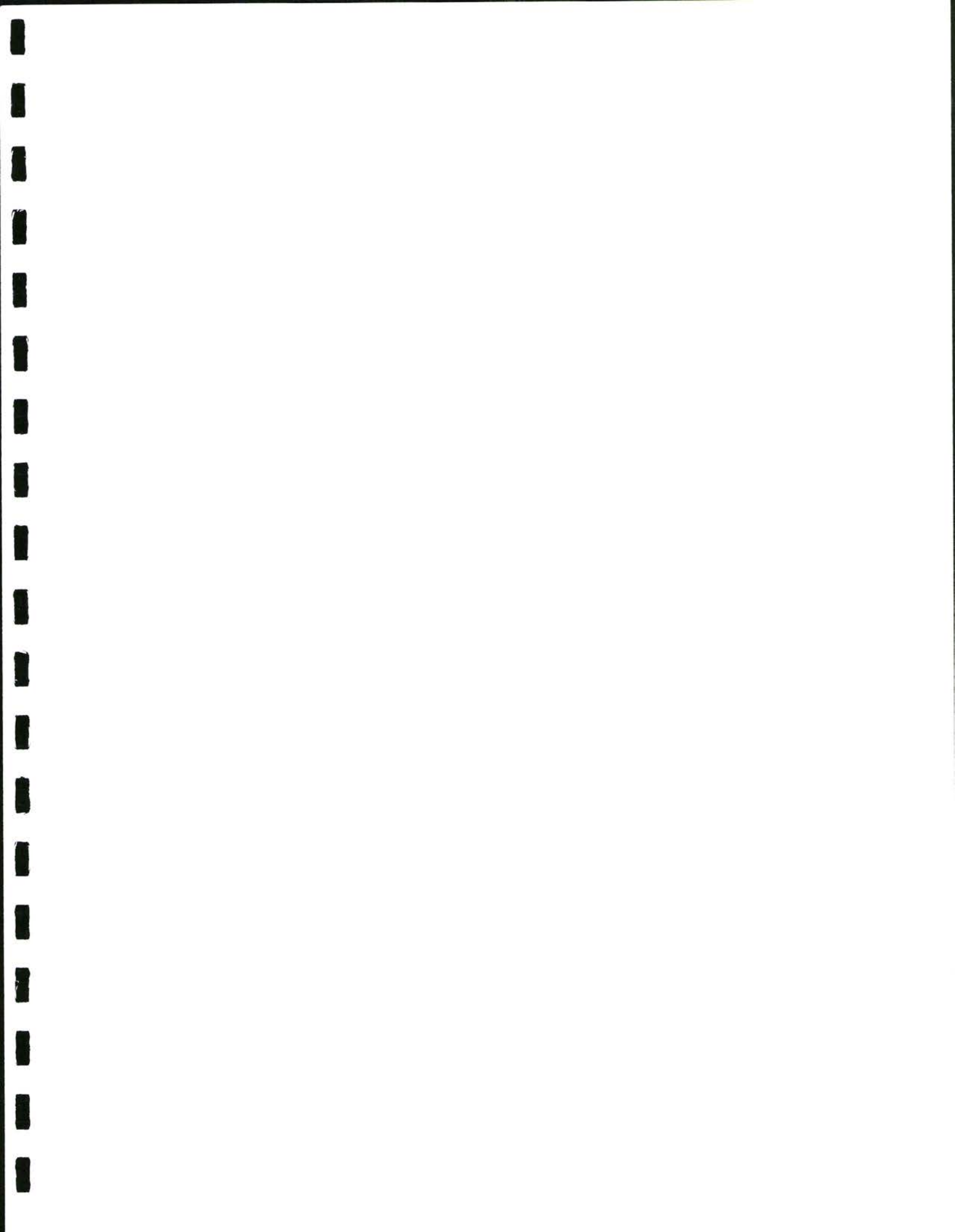
A. PROOF OF OWNERSHIP



**POWERLINE PROFESSIONAL PARK  
PROPERTY DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE N1/2SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE S 89°43'20" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 1575.35 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE, THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST-WEST CENTERLINE S 89°43'20" E A DISTANCE OF 1075.00 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 11; THENCE S 00°28'01" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 11 A DISTANCE OF 631.44 FEET TO THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN RECEPTION NO. 521226 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE (WHENCE A REBAR AND CAP LS NO. 13501 BEARS N 00°28'01" E 10.00 FEET); THENCE LEAVING SAID NORTH-SOUTH CENTERLINE N 89°33'18" W ALONG THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN SAID RECEPTION NO. 521226 A DISTANCE OF 210.11 FEET TO A REBAR AND CAP LS NO. 10871 IN PLACE; THENCE S 00°26'42" W ALONG THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN SAID RECEPTION NO. 521226 A DISTANCE OF 280.78 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HIGHWAY 6 AND 24, A REBAR AND CAP LS NO. 10871 IN PLACE; THENCE S 63°41'15" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 910.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE N1/2SW1/4 OF SAID SECTION 11, A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 89°49'12" W ALONG SAID SOUTHERLY LINE A DISTANCE OF 298.17 FEET (WHENCE A REBAR AND CAP LS NO. 13501 BEARS S 89°49'12" E 1.00 FEET); THENCE LEAVING SAID SOUTHERLY LINE N 00°18'21" E A DISTANCE OF 253.66 FEET (WHENCE A REBAR AND CAP LS NO. 13501 BEARS S 00°18'21" W 18.00 FEET); THENCE N 45°50'52" E A DISTANCE OF 36.33 FEET; THENCE N 27°18'39" E A DISTANCE OF 40.22 FEET; THENCE N 51°08'37" E A DISTANCE OF 10.01 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 00°17'19" E A DISTANCE OF 471.09 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 81°18'45" E A DISTANCE OF 199.73 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 01°01'28" W A DISTANCE OF 477.72 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 43°06'59" E A DISTANCE OF 8.14 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 11°31'56" E A DISTANCE OF 8.46 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 51°03'57" E A DISTANCE OF 6.45 FEET TO A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N 00°16'41" E A DISTANCE OF 3.76



FEET A REBAR AND CAP LS NO. 13501 IN PLACE, THE POINT OF  
BEGINNING; SAID PARCEL CONTAINING 29.510 ACRES, MORE OR LESS.

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EXHIBIT "A"

TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M.

SECTION 11: SE1/4NW1/4 AND THAT PART OF THE NE1/4SW1/4 LYING NORTHERLY OF HIGHWAY 6 AND 24 AND A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHEAST CORNER OF SW1/4NW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST 6TH P.M., THENCE NORTH 0°40' WEST 974 FEET; THENCE NORTH 55°0' WEST 397.5 FEET; THENCE SOUTH 25°10' WEST 542 FEET; THENCE SOUTH 38°50' WEST 925.8 FEET; THENCE NORTH 89°45' EAST 1144.5 FEET, MORE OR LESS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONVEYED IN DEEDS RECORDED IN BOOK 583 AT PAGE 533 AND IN BOOK 687 AT PAGE 355 AND IN BOOK 277 AT PAGE 91

AND EXCEPT THE FOLLOWING:

A PARCEL OF LAND SITUATED IN THE NE1/4SW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 11, A REBAR AND CAP IN PLACE; THENCE NORTH 89°43'19" WEST ALONG THE NORTHERLY LINE OF SAID NE1/4SW1/4 969.20 FEET TO A POINT ON THE EASTERLY BANK OF A DITCH AS CONSTRUCTED AND IN PLACE, THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE THE FOLLOWING FOURTEEN (14) COURSES ALONG SAID EASTERLY BANK:

1. SOUTH 60°59'06" WEST 5.27 FEET;
2. SOUTH 89°36'35" WEST 101.20 FEET;
3. SOUTH 51°03'56" WEST 25.84 FEET;
4. SOUTH 00°20'42" EAST 345.98 FEET;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.04 FEET AND A CENTRAL ANGLE OF 66°20'53", A DISTANCE OF 64.89 FEET (CHORD BEARS SOUTH 72°49'44" WEST 61.33 FEET);
6. SOUTH 66°00'11" WEST 47.64 FEET;
7. SOUTH 62°08'13" WEST 113.50 FEET;
8. SOUTH 49°02'55" WEST 12.65 FEET
9. SOUTH 21°36'59" WEST 12.65 FEET;
10. SOUTH 00°27'17" WEST 247.80 FEET;
11. SOUTH 08°22'29" WEST 46.49 FEET;
12. SOUTH 01°53'56" EAST 203.57 FEET;
13. SOUTH 27°18'38" WEST 40.22 FEET;
14. SOUTH 45°50'51" WEST 39.02 FEET TO A POINT ON THE WESTERLY LINE OF SAID NE1/4SW1/4; THENCE NORTH 00°14'26" EAST ALONG SAID WESTERLY LINE 1071.37 FEET TO THE NORTHWEST CORNER OF SAID NE1/4SW1/4; THENCE SOUTH 89°43'19" EAST ALONG THE NORTHERLY LINE OF SAID NE1/4SW1/4 359.11 FEET TO THE TRUE POINT OF BEGINNING.

ALSO, EXCEPTING ANY PART INCLUDED IN THAT LIS PENDENS NOTICE RECORDED JULY 6, 1998 IN BOOK 1076 AT PAGE 449 IN THE OFFICE OF THE GARFIELD COUNTY CLERK AND RECORDER.

6. Non-exclusive easement and right-of-way sixty (60) feet in width along the South sixty (60) feet of the NW¼ of Section 11 for installing and maintaining any and all utilities and for ingress and egress as described in deed recorded January 6, 1995 in Book 927 at Page 709.

The Grantors shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, his heirs, successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

*Alex C. Urquhart*  
Alex C. Urquhart, aka A. C. Urquhart

*Velma Urquhart* *Velma A. Urquhart*  
Velma Urquhart, aka Velma A. Urquhart

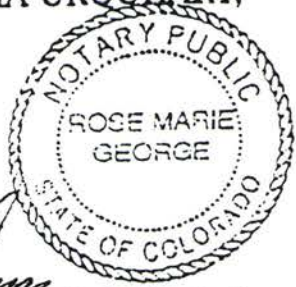
STATE OF COLORADO        )  
  ) ss  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 1999, by ALEX C. URQUHART, aka A. C. URQUHART, aka VELMA UROUHART, aka VELMA A. URQUHART.

Witness my hand and official seal.

My Commission Expires: 4/29/02

*Rose Marie George*  
Notary Public



POLICY OF TITLE INSURANCE

SCHEDULE A

Amount of Insurance: [REDACTED]

Policy No. G32-265649

Premium: [REDACTED]

File No. 9901046

Loan No.:

Date of Policy: 17TH DAY OF MARCH 1999, AT 7:59 A.M.

1. Name of Insured:

ALEX C. URQUHART AND VELMA A. URQUHART

2. The Estate or interest in the land described in this Schedule and which is encumbered by the insured Mortgage is Fee Simple and is at date of Policy vested in:

ROBERT O. KLEIN

3. The Mortgage, herein referred to as the Insured Mortgage, and the assignments thereof, if any, are described as follows:

Deed of Trust from Robert O. Klein to the Public Trustee of Garfield County for the use of Alex C. Urquhart and Velma A. Urquhart showing an original amount of [REDACTED], dated March 12, 1999 and recorded March 16, 1999 in Book 1119 at Page 225.

4. The land referred to in this policy is described as set forth in the insured mortgage, is situated in the County of Garfield, State of Colorado, and is identified as follows:

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

COUNTERSIGNED:



Authorized Officer or Agent  
dlh

Policy No. G32-265649  
File No. 9901046

SCHEDULE B - PART I

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

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. 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.

Exceptions Number \_\_\_\_\_ are hereby omitted

- 5. Taxes and assessments for the year 1999, not yet due or payable.
- 6. Any lien or charge on account of the inclusion of subject property in an improvement district.
- 7. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded October 29, 1900 in Book 12 at Page 545 and in patent recorded April 21, 1920 in Book 112 at Page 522.
- 8. Right of way for County Road No. 210 and 221.
- 9. Easement granted to Colorado Ute Electric Association in instrument recorded October 4, 1976 in Book 489 at Page 101 and in instrument recorded February 10, 1964 in Book 355 at Page 568.
- 10. Terms and conditions of Garfield County Resolution No. 81-198 recorded June 30, 1981 in Book 575 at Page 748.
- 11. Easement and right of way for the Grand River Ditch and any other irrigation ditches, laterals, canals or pipelines.
- 12. Non-exclusive easement for ingress and egress as depicted on the Urquhart S.B. 35 Exemption Plat recorded March 18, 1986 as Reception No. 369555 and as conveyed in deed recorded April 24, 1986 in Book 687 at Page 355.

(Continued on page 2)

*explain*

NOTE: Unless Schedule B Part II is attached there are not subordinate matters that affect the title to the estate or interest referred to in Schedule A.

e



POLICY NO. A60-222592  
FILE NO. 9901046

SCHEDULE B - CONTINUED

15. Notice of Lis Pendens entitled Cottonwood Springs, LLC, vs. Alex C. Urquhart and Velma Urquhart et. al. recorded July 6, 1998 in Book 1076 at Page 499.
16. Deed of Trust from Robert O. Klein to the Public Trustee of Garfield County for the use of Alex C. Urquhart and Velma A. Urquhart showing an original amount of [REDACTED], dated March 12, 1999 and recorded March 16, 1999 in Book 1119 at Page 225.

B. ADJOINING PROPERTY OWNERS

PROPERTY OWNERS WITHIN 200 FEET

2177 113 00 285 Cottonwood Springs LLC  
302 8<sup>th</sup> Street, Ste. 310  
Glenwood Springs, CO 81601

2177 113 00 082 Ken Spangler  
27955 Highway 6  
Rifle, CO 81650

2177 113 00 084 United Development Co.  
1300 W. Interstate 40 # 200-535  
Gallup, NM 87301

2177 113 00 286 SUBJECT PROPERTY

2177 113 00 298 Richard Casey  
PO Box 1815  
Rifle, CO 81650

2177 113 00 087 Cottonwood Springs LLC  
302 8<sup>th</sup> Street, Ste. 310  
Glenwood Springs, CO 81601

2177 113 00 451 Colorado Rivers Edge  
PO Box 1092  
Rifle, CO 81650

2177 114 00 086 Marvin Stevens  
28239 Highway 6  
Rifle, CO 81650

2177 114 00 089 Ken Chambers  
PO Box 1092  
Rifle, CO 81650

2177 111 00 357 Scott Byrnildson  
11831 Railroad Ave  
Rifle, CO 81650

2177 111 00 356 Scott Byrnildson  
11831 Railroad Ave  
Rifle, CO 81650

2177 111 00 343

George Green  
603 County Road 221  
Rifle, CO 81650

2117 112 00 077

Andrew Mulvihill Trust  
355 Madison Ave. #3  
Morristown NJ 07960-6190

2117 112 00 076

William Wimmer  
41 County Road 221  
Rifle, CO 81650

2117 112 00 078

Ken Latham  
1985 County Road 293  
Rifle, CO 81650

2117 112 00 079

Phillip Arvelda  
1983 County Road 293  
Rifle, CO 81650

2117 112 00 239

Otis Burrough  
1450 County Road 210  
Rifle, CO 81650

2117 112 00 292

SUBJECT PROPERTY

Highway 6 & 24

State of Colorado  
Department of Transportation  
Region 3  
222 South Sixth Street, Room 317  
Grand Junction, CO 81501-2769

Railroad

Union Pacific Railroad  
1400 S. 52<sup>nd</sup> Ave.  
Denver, CO 80221

C. SOILS, GEOLOGY & RADIATION

# STATE OF COLORADO

## COLORADO GEOLOGICAL SURVEY

Division of Minerals and Geology

Department of Natural Resources  
1313 Sherman Street, Room 715  
Denver, Colorado 80203  
Phone: (303) 866-2611  
FAX: (303) 866-2461

November 17, 1999



DEPARTMENT OF  
NATURAL  
RESOURCES

GA-00-0005

Mr. Mark Bean  
Garfield County Planning  
109 8th St Suite 303  
Glenwood Springs, CO 81601

FAXED  
11/17/99

Bill Owens  
Governor

Greg E. Walcher  
Executive Director

Michael B. Long  
Division Director

Vicki Cowart  
State Geologist  
and Director

Re: **Powerline Professional Park**  
**CGS Review No. GA-00-0005**

Dear Mr. Bean:

In response to your request and in accordance with Senate Bill 35 (1972) I visited this property to review the plat. A Geologic Study and Percolation Test Report prepared by Hepworth-Pawlak Geotechnical (October 1999) was included in the referral. The site consists of fairly flat ground that slopes gently to the south.

1) Soil. The soil is composed of slopewash derived from the Wasatch Formation. Alluvial gravel is present at a depth of 9 to 16 ft below ground level. The soil consists of varying amounts of silt, fine sand, and clay, and the characteristics are variable, as shown by the test results reported by H-P. **Potential problems for construction may include swelling soils, and low-density, low-strength soils.** As the property has been irrigated in the past, the potential for hydrocompaction in the soils is reduced from what it might have been.

**To better characterize the soil variability, each building envelope should be examined with one or more boreholes from which samples are collected for geotechnical testing. The foundations should be designed conservatively in order to mitigate the most severe conditions. H-piles driven into the underlying gravel are appropriate foundation types for heavily-loaded structures on problem soils. Spread footings are possible where soils at the foundation level (and 5 ft below this elevation) are non-expansive and non-collapsing. The allowable bearing pressure of the footings should be determined from the strength measurements of the soil.**

Post-construction damage can occur in floors, sidewalks and roadways if the soils settle or swell after development. **Where moderately and highly expansive soils are present beneath proposed floor spaces, structural wood floors should be considered, or the native soils should be overexcavated and replaced with an acceptable fill.** Problem soils beneath exterior flatwork may be similarly overexcavated or chemically treated to reduce the potential for volume changes.

RECEIVED NOV 22 1999

2) Drainage. The flat nature of the property and the high clay fraction of the soil increase the likelihood of water ponding. Water is a catalyst in initiating soil problems. **Grading for the site should assure that positive drainage is effected around building envelopes and septic system sites.**

**In the subsurface, a perimeter drain should be included with subgrade construction to protect against perched water. These drains are generally allowed to daylight, but the flat topography, may make gravity discharge difficult. In such cases the drains should be connected to a sump pump.**

3) **The percolation test results indicate that engineered septic systems will be required for the site. This is stated in the H-P report.**

**In summary, the site can be successfully developed if structures are designed to accommodate the soil characteristics and if drainage is managed. Please call me if there are any questions.**

Yours truly,



Celia Greenman  
Geologist



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

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

October 19, 1999

SK Collaboration  
Attn: John Barbee  
P.O. Box 324  
Silt, Colorado 81652

Job No. 199 661

Subject: Gamma Radiation Survey, Proposed Commercial Development,  
Powerline Professional Park, Highway 6 & 24, Garfield County,  
Colorado

Dear Mr. Barbee:

As requested, we have performed a radiation survey at the subject site. The findings and conclusions of our work are presented in this report. A preliminary subsoil study is currently being performed for development of the commercial lots.

**Proposed Development:** We understand that the proposed commercial development will consist of 8 lots with a commercial building on each lot. The commercial buildings will likely be large steel frame, metal skin structures and be serviced by individual septic disposal systems.

**Site Conditions:** The area of the proposed development is located to the east of Rifle and is bordered on the south side by Highway 6. The site consists of previously irrigated farmland with irrigation ditches along the property lines. The ground surface is relatively flat with a slight slope down to the south. Vegetation consists of grass and weeds.

**Radiation Survey:** A gamma radiation survey was conducted in the development area on October 13, 1999. Gamma radiation measurements were taken on about 200 foot spacings using a Ludlum Model 3 survey meter and Ludlum Model 44-9 detector. The readings were taken about 2½ feet above the ground surface. The survey points and readings are summarized on Fig. 1. The 50 readings ranged from 0.015 to 0.03 millinems per hour with an average of about 0.024 millinems per hour. Background readings taken approximately 1 mile to the east and west of the property were 0.03 millinems per hour.



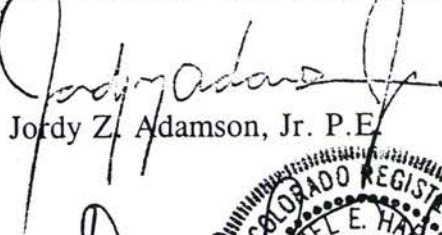
SK Collaboration  
October 19, 1999  
Page 2

**Conclusions:** The gamma radiation readings taken at the subject site appear to be typical of natural background levels in the area. No mitigation of the radiation should be required.

If you have any questions or need additional information please call our office.

Sincerely,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.



Jordy Z. Adamson, Jr. P.E.

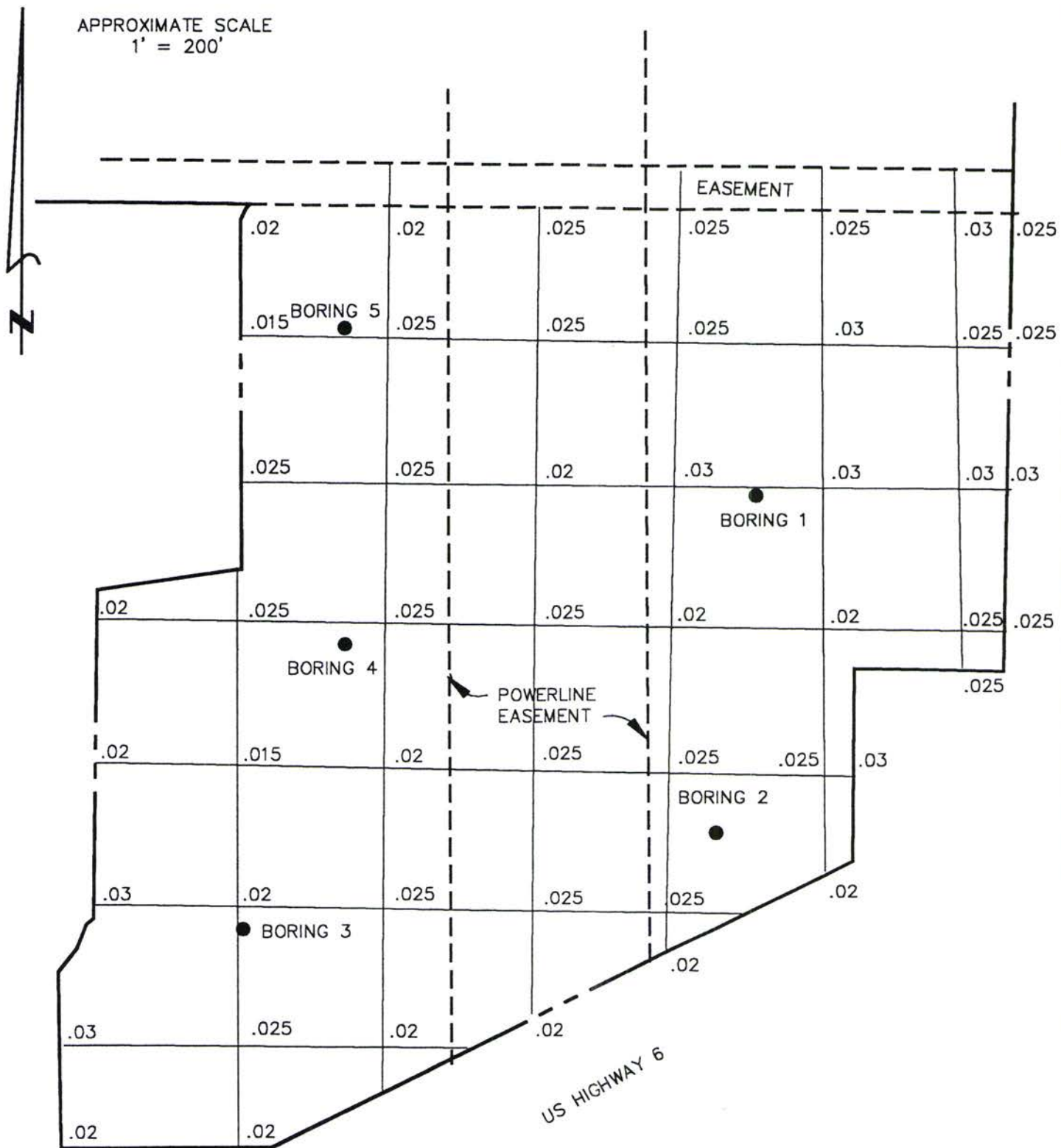
Rev. by: DEH

JZA/ksm

attachment



APPROXIMATE SCALE  
1' = 200'





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

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

**PRELIMINARY GEOTECHNICAL STUDY  
AND  
PERCOLATION TESTING  
PROPOSED COMMERCIAL DEVELOPMENT  
POWERLINE PROFESSIONAL PARK  
HIGHWAY 6 & 24  
GARFIELD COUNTY, COLORADO**

**JOB NO. 199 661**

**OCTOBER 26, 1999**

**PREPARED FOR:**

**SK COLLABORATION  
ATTN: JOHN BARBEE  
P.O. BOX 324  
SILT, COLORADO 81652**

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

October 26, 1999

SK Collaboration  
Attn: John Barbee  
P.O. Box 324  
Silt, Colorado 81652

Job No. 199 661

Subject: Report Transmittal, Preliminary Geotechnical Study and Percolation Testing, Powerline Professional Park, Highway 6 & 24, Garfield County, Colorado

Dear Mr. Barbee:

As requested, we have conducted a preliminary geotechnical study for the proposed commercial development.

Subsurface conditions encountered in the exploratory borings drilled throughout the proposed development area consist of about 1 foot of topsoil overlying medium stiff to stiff sandy silty clay. Relatively dense silty sandy gravel was encountered beneath the clays at depths between about 10 and 16 feet. Groundwater was encountered between 10 and 15 feet in the borings at the time drilling. Water levels were measured at depths between 9 and 13 feet when checked 12 days later.

The natural clay subsoils above the groundwater have an expansion potential when wetted. Expansive clay soils could require special designs to limit the risk of foundation and floor slab heave. Concentrated load on spread footings, structural floor slabs, drilled or driven piles and subexcavation of expansive clays are possible methods to mitigate the expansion potential.

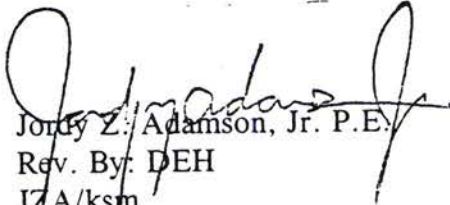
The report which follows describes our investigation, summarizes our findings, and presents our recommendations suitable for planning and preliminary design. It is important that we provide consultation during design, and field services during construction to review and monitor the implementation of the geotechnical recommendations.

*KK*

If you have any questions regarding this report, please contact us.

Sincerely,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

  
Jordy Z. Adamson, Jr. P.E.  
Rev. By: DEH  
JZA/ksm

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needed to re-evaluate the recommendations presented in this report.

0 16

## SITE CONDITIONS

The site is previously irrigated pasture land that was vacant at the time of our field work. The ground surface is relatively flat with a slight slope down to the south. There is about 15 feet of elevation difference across the site. Irrigation ditches are located near the property lines. Vegetation consist of grass and weeds.

## FIELD EXPLORATION

The field exploration for the project was conducted on September 1, 1999. Five exploratory borings were drilled at the locations shown on Fig. 1 to evaluate the subsurface conditions. The borings were advanced with 4 inch diameter continuous flight auger powered by a truck-mounted Longyear BK-51HD drill rig. The borings were logged by a representative of Hepworth-Pawlak Geotechnical, Inc. Slotted PVC pipe was placed in each boring to measure groundwater levels.

Samples of the subsoils were taken with 1 $\frac{3}{8}$  inch and 2 inch I.D. spoon samplers. The samplers were driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Fig. 2. The samples were returned to our laboratory for review by the project engineer and testing.

## SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Fig. 2. The subsoils consist of about 1 foot of topsoil overlying medium stiff to stiff sandy silty clay. Relatively dense silty sandy gravel was encountered beneath the clay at depths about 10 to 16 feet. The clays are generally medium to highly plastic.

Laboratory testing performed on samples obtained from the borings included natural moisture content, density, Atterberg limits and gradation analyses. An unconfined compressive strength of 1,950 psf was indicated for one of the drier clay samples. Results of swell-consolidation testing performed on relatively undisturbed drive samples, presented on Figs. 4, 5 and 6, generally indicate low compressibility under existing moisture conditions and light loading and a low to moderate expansion potential when wetted. A shallow sample from Boring 2 showed a high expansion potential with a swelling pressure of about 16,000 psf. Results of gradation analyses performed on a small diameter drive sample (minus 1½ inch fraction) of the natural coarse granular soils are shown on Fig. 4. Atterberg limits testing indicates the clay soils have high plasticity. The laboratory testing is summarized in Table I.

Free water was encountered in the borings at depths between 10 and 15 feet at the time of drilling. The groundwater was measured at depths between 9 and 13 feet when checked 12 days following drilling. The upper subsoils were moist to very moist.

### PRELIMINARY DESIGN RECOMMENDATIONS

It should be feasible to develop the project based on geotechnical considerations. The conclusions and recommendations presented below are based on the proposed development, subsurface conditions encountered in the exploratory borings, 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.

#### FOUNDATIONS

Bearing conditions will vary depending on the specific location of the building on the property. Spread footings placed on the natural clay subsoils appear suitable with some risk of settlement/heave due to loading and wetting of the bearing soils. We expect the footings can be sized for an allowable bearing pressure in the range of 2,000 psf to 3,000 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. Based on the high expansion potential encountered in some areas, drilled or driven piles may be needed to limit or prevent heave and distress to the buildings. Due to the shallow groundwater, driven H-piles appears most practical for support of the buildings. The piles should be driven into the natural dense gravels below the clays. 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 non-expansive natural soils below the topsoil. There could be some post construction slab movement at sites with soils that tend to heave or settle when wetted. 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 slabs to facilitate drainage. In the more expansive clay areas, a structurally reinforced floor may be warranted to limit possible distress caused by wetting of the expansive clays.

#### UNDERDRAIN SYSTEM

Although free water was encountered below expected excavation depths, it has been our experience in the area and where there are stiff clays that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. An underdrain system should be provided to protect below-grade construction, such as retaining walls, and basement areas from wetting and hydrostatic pressure buildup. 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.



ark John  
→

## SURFACE DRAINAGE

The grading plan for the subdivision should consider runoff from uphill slopes through the project and at individual sites. Potential overflow from irrigation ditches should also be considered in the drainage plan. Water should not be allowed to pond which could impact foundations. 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 October 5, 1999 to evaluate the feasibility of an infiltration septic disposal systems at the site. One profile pit and three percolation holes were dug at the locations shown on Fig. 1. The test holes (nominal 12 inch diameter by 12 inch deep) were hand dug at the bottom of shallow backhoe pits and were soaked with water one day prior to testing. The soils exposed in the percolation holes are similar to those exposed in the Profile Pit shown on Fig. 3 and consist of about 1 foot of topsoil overlying stiff sandy silty clay. The percolation test results are presented in Table II. The percolation test results indicated an infiltration rate of 240 minutes per inch. Based on the subsurface conditions encountered and percolation test results, a civil engineer should be engaged to design the infiltration septic disposal systems. Additional testing could be conducted on the individual lots at the planned septic system locations.

→ going with central sewer now

## LIMITATIONS

This study has been conducted according to 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 borings located as shown

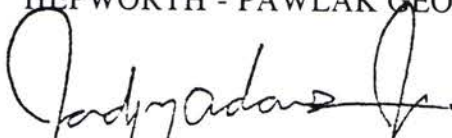
on Fig. 1, the proposed type of construction and our experience in the area. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. **If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.**

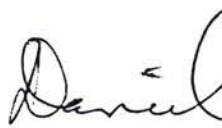
This report has been prepared for the exclusive use by our client for planning and preliminary design purposes. We are not responsible for technical interpretations by others of our information. **As the project evolves, we should provide continued consultation, conduct additional evaluations and review and monitor the implementation of our recommendations.** 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.**

*require this*

Respectfully Submitted,

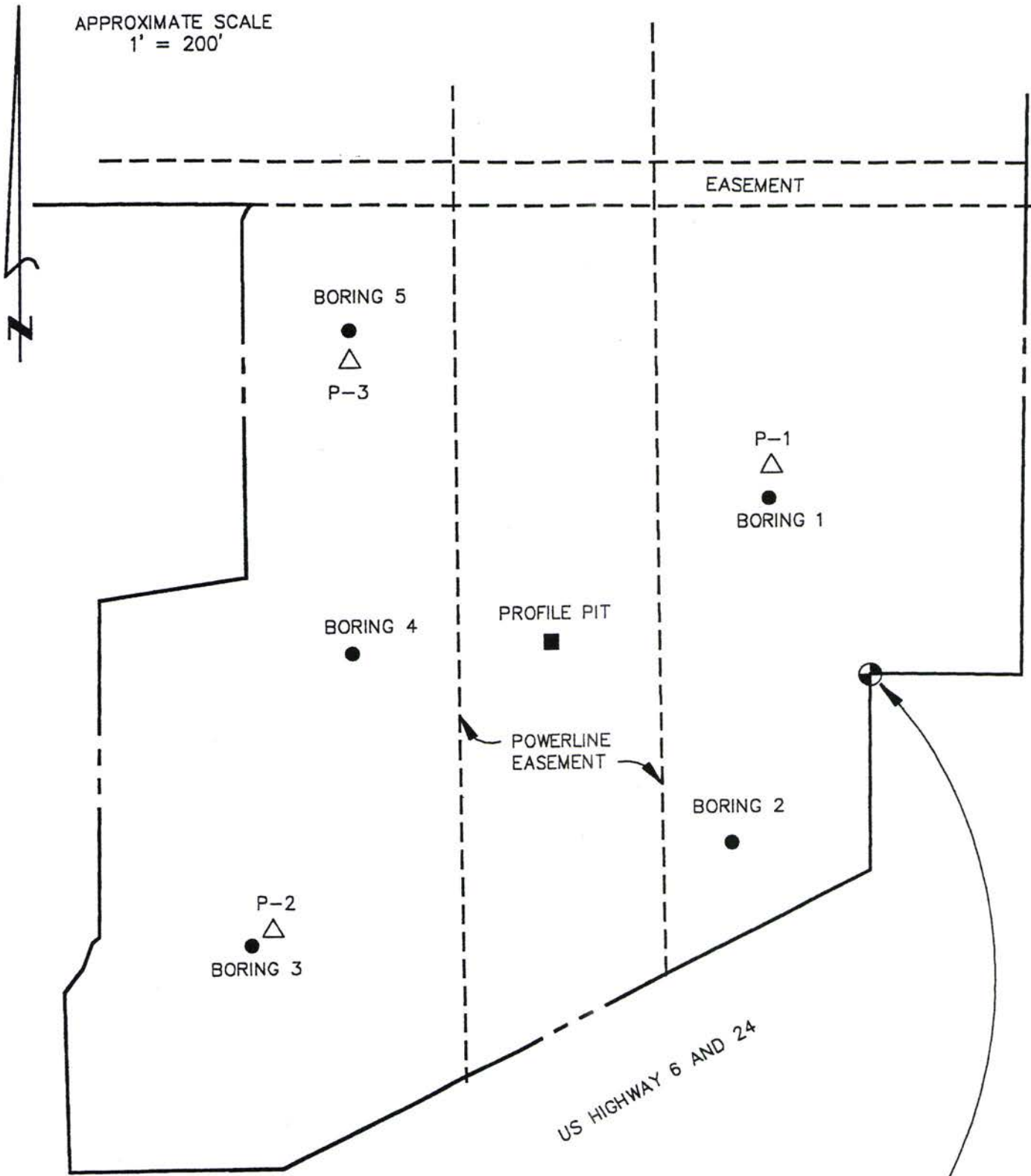
HEPWORTH - PAWLAK GEOTECHNICAL, INC.

  
Jordy Z. Adamson, Jr. P.E.  
Reviewed By:

  
Daniel E. Hardin, P.E.  
JZA/ksm



APPROXIMATE SCALE  
1' = 200'



BENCH MARK: GROUND AT PROPERTY CORNER; ELEV. = 100.0', ASSUMED.

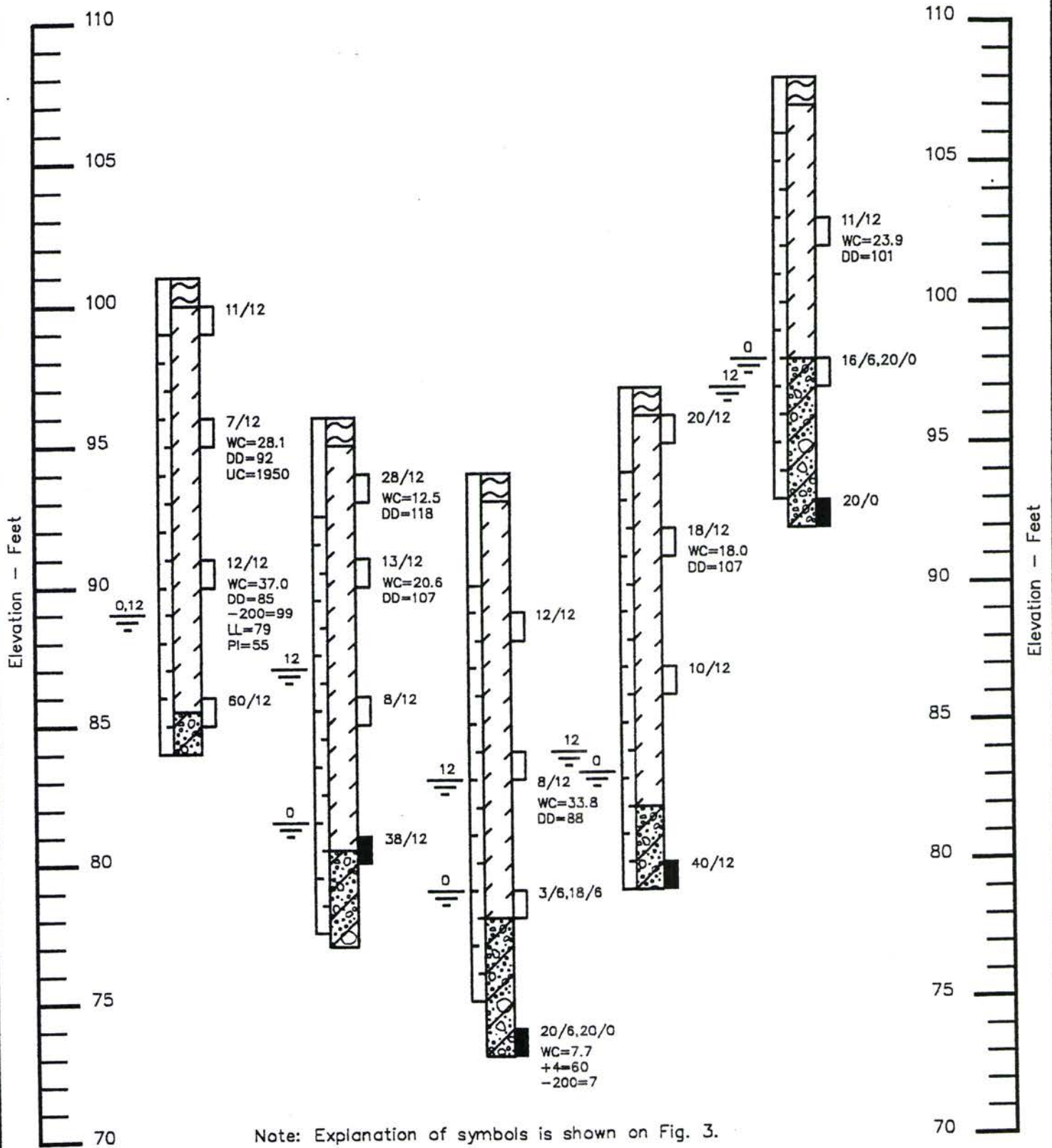
BORING 1  
ELEV. = 101'

BORING 2  
ELEV. = 96'

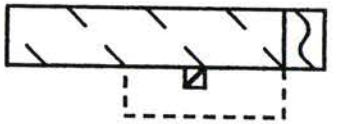
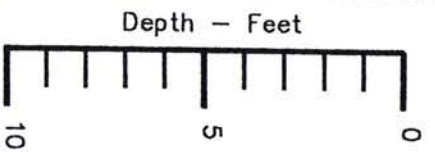
BORING 3  
ELEV. = 94'

BORING 4  
ELEV. = 97'

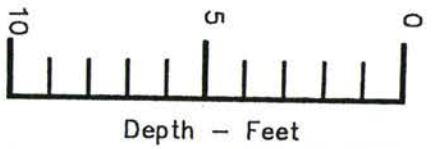
BORING 5  
ELEV. = 108'



Note: Explanation of symbols is shown on Fig. 3.



PROFILE PIT



199 661

HEPWORTH - PAWLAK  
GEOTECHNICAL, INC.

LOG OF PROFILE PIT

Fig. 3

LEGEND:



TOPSOIL; sandy silty clay, organic, medium stiff, moist, brown.



CLAY (CL); silty, slightly sandy, medium stiff to stiff, slightly moist to very moist, wet below water, brown.



GRAVEL (GM); silty, sandy, slightly clayey, dense, wet, subrounded to rounded rock.



Relatively undisturbed drive sample; 2-inch I.D. California liner sample.



Drive sample; standard penetration test ( SPT ), 1 3/8-inch I.D. split spoon sample, ASTM D - 1586.

7/12

Drive sample blow count; indicates that 7 blows of a 140-pound hammer falling 30 inches were required to drive the California or SPT sampler 12 inches.

0,12

Depth to free water and number of days following drilling measurement was taken.

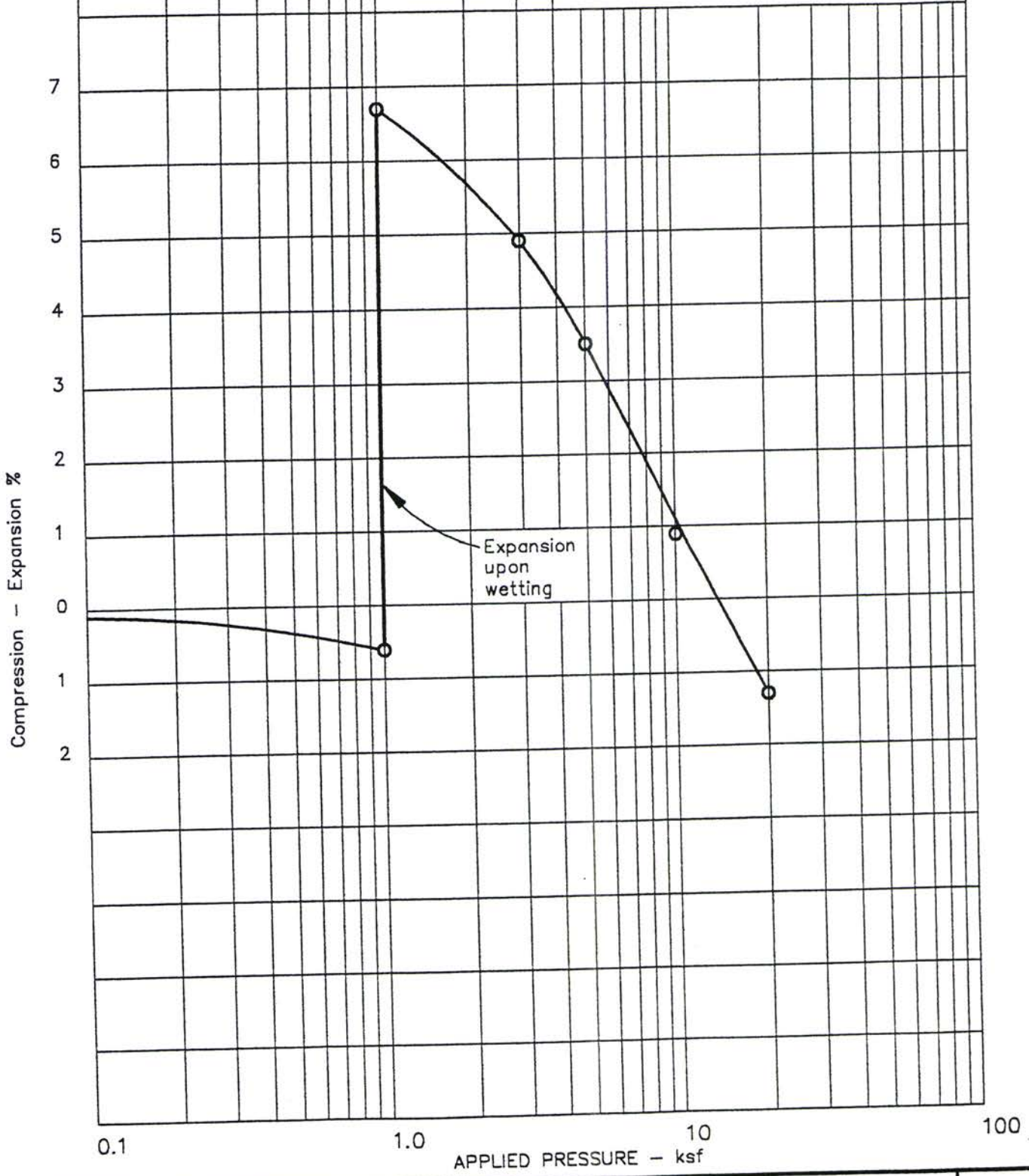


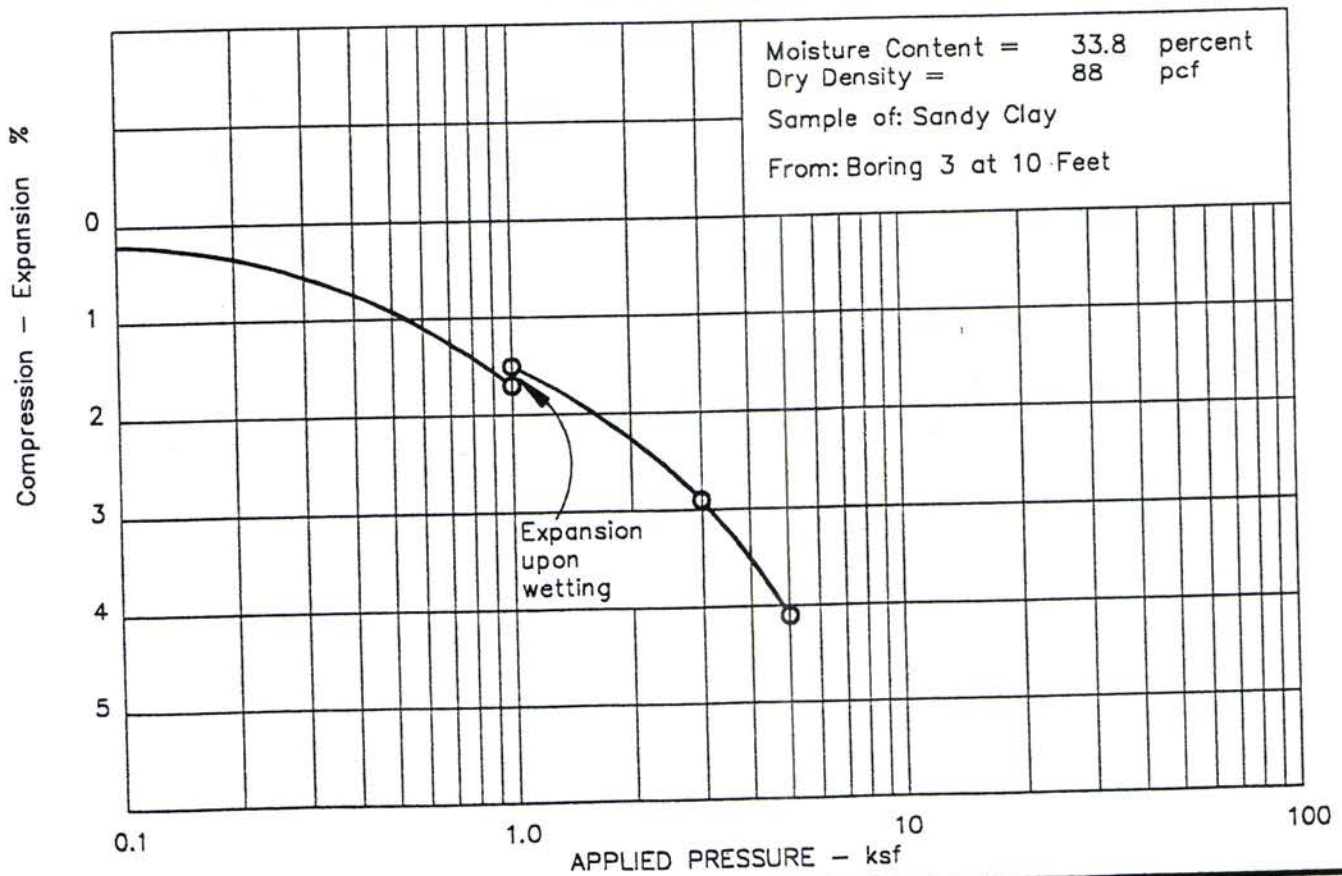
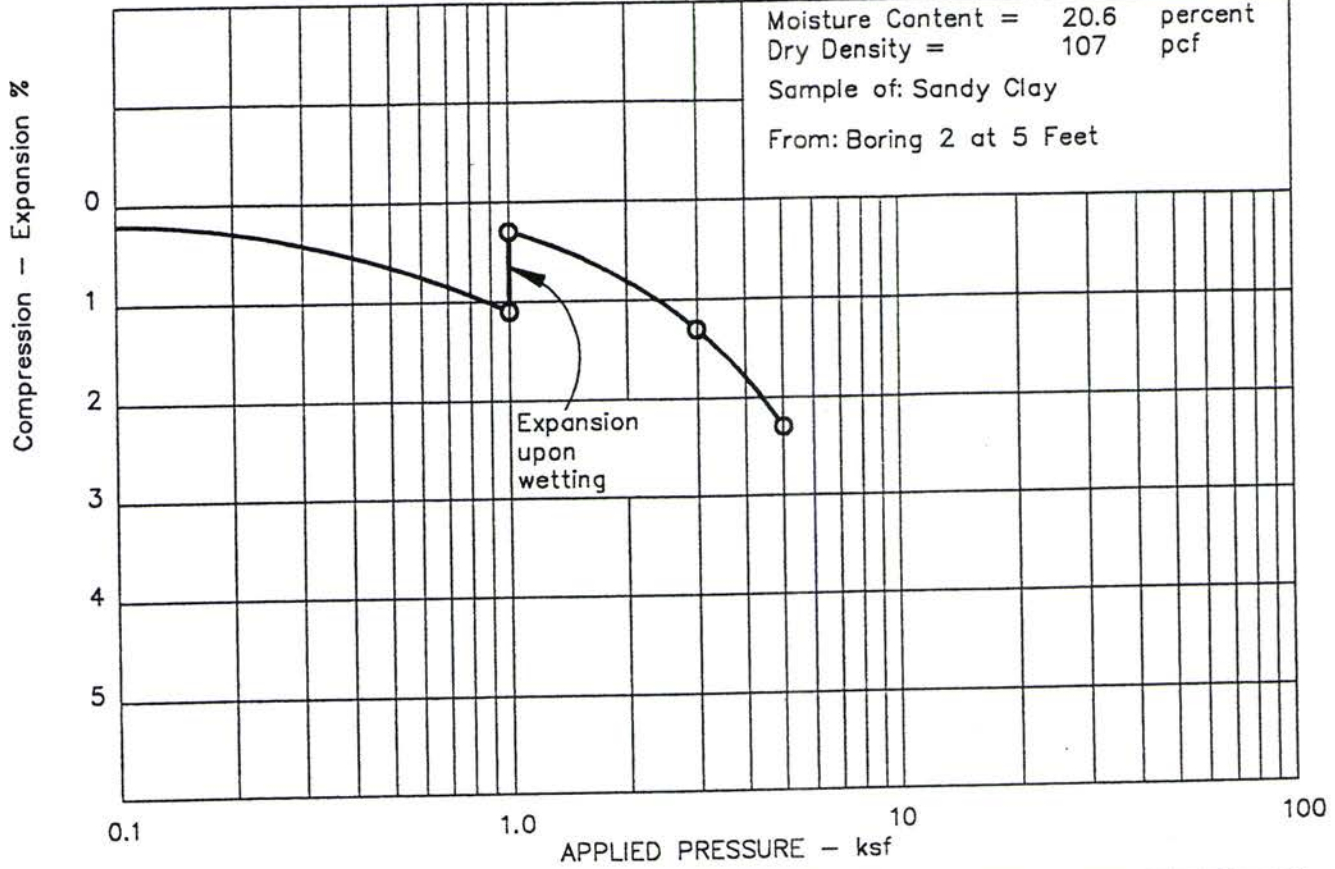
Indicates slotted PVC pipe installed in boring to depth shown.

NOTES:

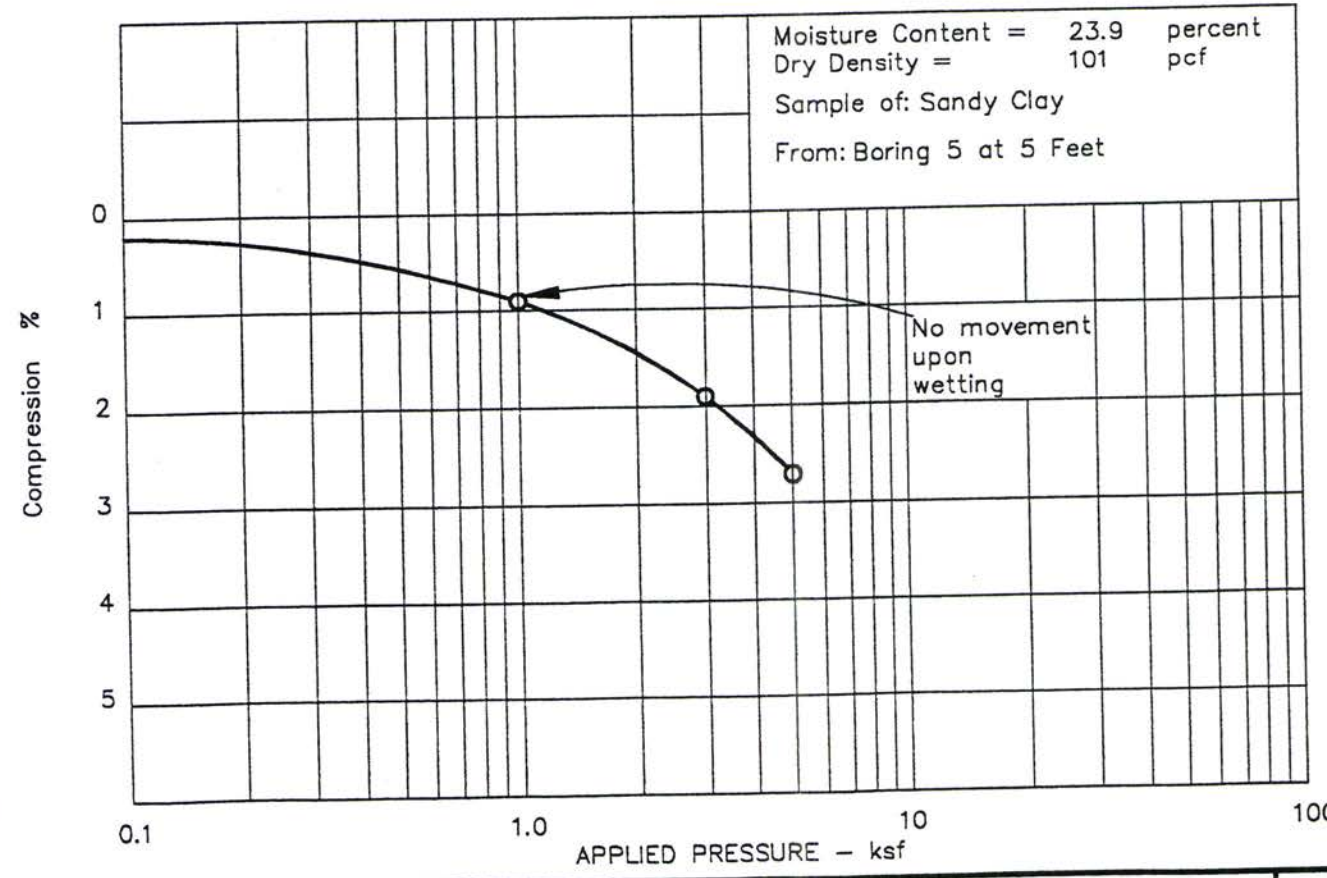
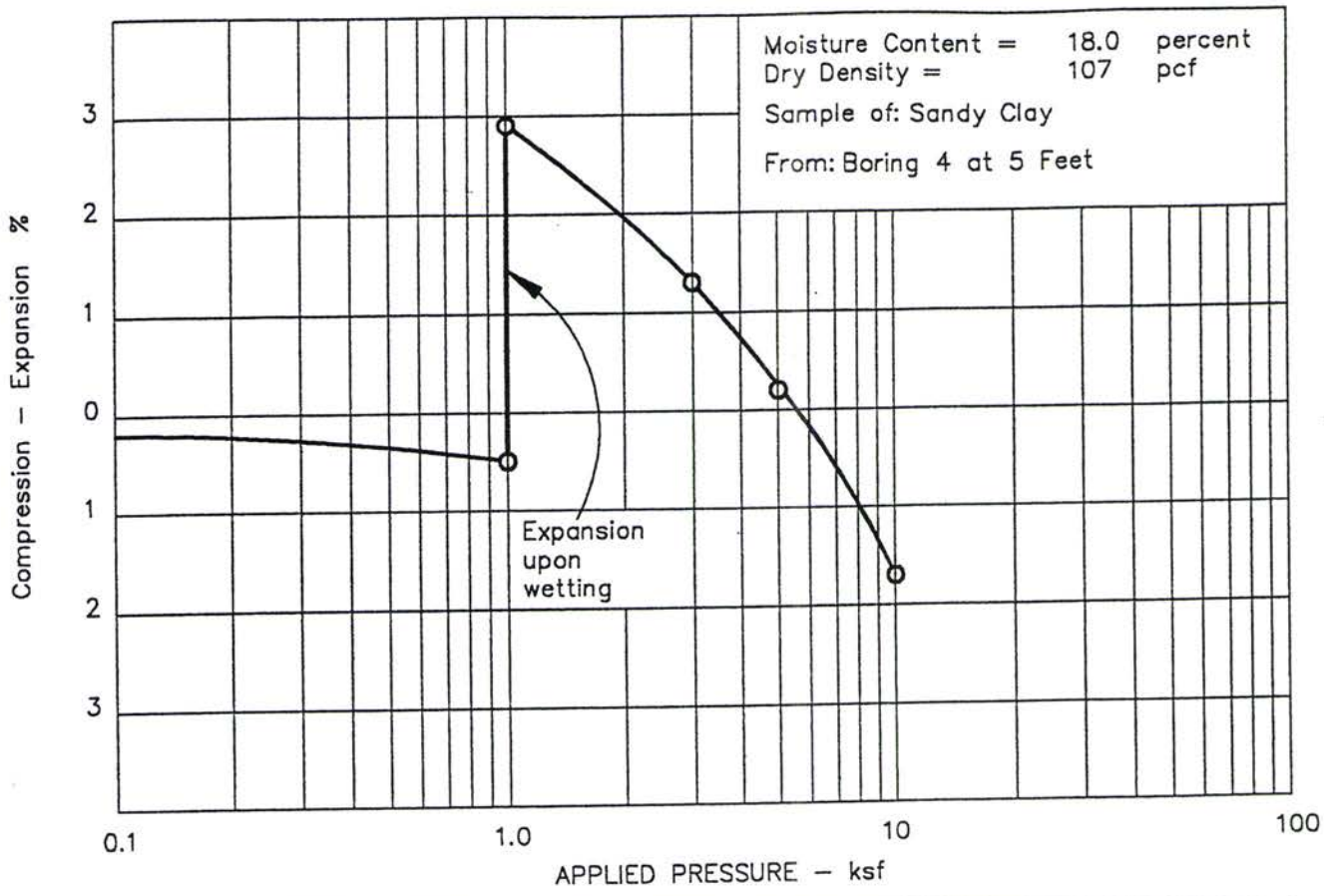
1. Exploratory borings were drilled on September 1, 1999 with a 4-inch diameter continuous flight power auger. The profile pit was excavated on October 4, 1999 with a rubber tired backhoe.
2. Locations of exploratory borings and pit were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of exploratory borings were measured by instrument level and refer to the Bench Mark shown on Fig. 1. The profile pit log is drawn to depth.
4. The exploratory boring 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 boring logs represent the approximate boundaries between material types and transitions may be gradual.
6. Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuation in water level may occur with time.
7. Laboratory Testing Results:  
WC = Water Content ( % )  
DD = Dry Density ( pcf )  
+4 = Percent retained on No. 4 sieve.  
-200 = Percent passing No. 200 sieve.  
UC = Unconfined Compressive Strength ( psf )  
LL = Liquid Limit ( % )  
PI = Plasticity Index ( % )

Moisture Content = 12.5 percent  
 Dry Density Weight = 118 pcf  
 Sample of: Clay  
 From: Boring 2 at 2 Feet









HEPWORTH-PAWLAK GEOTECHNICAL, INC.

TABLE II  
PERCOLATION TEST RESULTS

JOB NO. 199 661

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	43	30	9 1/4	9 1/8	1/8	240
			9 1/8	9	1/8	
			9	8 7/8	1/8	
			8 7/8	8 3/4	1/8	
P-2	48	30	7 1/4	7	1/4	240
			7	6 7/8	1/8	
			6 7/8	6 3/4	1/8	
			6 3/4	6 5/8	1/8	
P-3	49	30	7	6 7/8	1/8	240
			6 7/8	6 3/4	1/8	
			6 3/4	6 5/8	1/8	
			6 5/8	6 1/2	1/8	

NOTE: Percolation test holes were hand dug in the bottom of backhoe pits and soaked on October 4, 1999. Percolation tests were conducted on October 5, 1999. The average percolation rate was based on the last three readings of each test.

D. WATER & AUGMENTATION PLAN

## WATER SERVICE PLAN

Well #1 #052691, West Divide Contract #990612RK(a) 2AF

Location: Lot 6, will service Lots 7 and 8

Use: supply the fire storage pond, annual evaporative depletions and initial filling

\*Note, this permit has been requested for modification to allow above use and depletion.

Well #2 #053267, West Divide Contract #990809#2RK(a) 1AF

Location: Lot 5, will service Lots 4, 5 and 6.

Use: Indoor Commercial Domestic

Well #3 #053268, West Divide Contract #990809#3RK(a) 1AF

Location: Lot 1, will service Lots 1,2 and 8

Use: Indoor Commercial Domestic

As indicated on the revised master utility sheet, all water lines will be located within the utility easement surrounding the road. Individual taps will provided to each lot from this easement.

*needs to be part of r-o-w*

All wells will be shared using the well sharing agreements provided in this application. No more than 24 users will be permitted on any single well.

600 Foot spacing waivers have been provided for each well.

Filing 1. will develop Well No. 1 and 3. Well # 2 will be developed for filing 2.

*"problem" with Tri-state agreement*

WATER ESTIMATES

P.O. Box 1908  
1005 Cooper Ave.  
Glenwood Springs,  
CO 81602



(970) 945-5700  
(970) 945-1253 Fax

January 19, 2000

Mr. John Barbee  
SI Collaboration  
P. O. Box 324  
Silt, CO 81652

**RE: Powerline Professional Park**

Dear John:

At your request, attached are water requirements estimates for eight commercial lots to be located in the Powerline Professional Park near Cottonwood Springs Trailer Park. For the purposes of this evaluation, we have assumed that each lot will use up to 3 EQRs for a total of 24 EQRs of uses. We have also assumed that there would be up to 500 ft<sup>2</sup>/EQR or 0.275 acres of landscape irrigation with an irrigation efficiency of 80%.

We have defined an EQR as being the equivalent to one single family residence occupied by 3.0 people per unit each using 100 gpd. We believe the commercial use on this site can change so long as the total number of 24 EQRs is not exceeded.

We recommend that you obtain a West Divide Contract for a minimum of 2.0 AF which will include transit losses from Ruedi Reservoir. The project is located in Area A of the West Divide District, therefore, the District substitute supply plan will be available.

If you have any questions, please call our office at (970) 945-5700.

Very truly yours,

**Zancanella & Associates, Inc.**

  
Thomas A. Zancanella, P.E.

Attachment

N:\20000\20701 Powerline\barbeeeqrs.wpd

**Table 1**  
**Power Line Commercial Center Estimated Water Requirements**

**Water Use Inputs**

Domestic Demands		Commercial Demands		EQR Calculations	
# of EQR's (employee hous	0 0 units	# of Commercial EQRs	24.0	# Commercial Lots	8
# persons/residence	3.0 cap/unit	# persons/unit	3.0	@ 3EQR/lot	24 EQRs
# gallons/person/day	100 gpcd	# gallons/person/day	100 gpcd	Total Commercial	24 EQRs
Percent Consumed	15%	Percent Consumed	15%		
Lawn Irrigation	500 sq-ft/unit	Lawn Irrigation	500 sq-ft/unit	Irrigated Open Space	0 acres
Application Efficiency	80%	Application Efficiency	80%	Application Efficiency	70%
Crop Irrig reqmnt (CIR)	2.13 ft	Crop Irrig reqmnt (CIR)	2.13 ft	Crop Irrig reqmnt (CIR)	2.13 ft

**Water Use Calculations**

Month	Diversions Requirements							Competitive Use						
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	Domestic In-house (ac-ft)	Commercial In-house (ac-ft)	DomComm Irrigation (ac-ft)	Open Space Irrigation (ac-ft)	Pond Evap. (ac-ft)	Total (ac-ft)	Average Flow (gpm)	Domestic In-house (ac-ft)	Commercial In-house (ac-ft)	DomComm Irrigation (ac-ft)	Open Space Irrigation (ac-ft)	Pond Evap. (ac-ft)	Total (ac-ft)	Plus 5% Loss (ac-ft)
January	0.000	0.685	0.000	0.000	0.000	0.685	4.998	0.000	0.103	0.000	0.000	0.000	0.103	0.108
February	0.000	0.619	0.000	0.000	0.000	0.619	4.998	0.000	0.093	0.000	0.000	0.000	0.093	0.097
March	0.000	0.685	0.000	0.000	0.000	0.685	4.998	0.000	0.103	0.000	0.000	0.000	0.103	0.108
April	0.000	0.663	0.032	0.000	0.000	0.695	5.243	0.000	0.099	0.026	0.000	0.000	0.125	0.132
May	0.000	0.685	0.137	0.000	0.000	0.822	5.997	0.000	0.103	0.110	0.000	0.000	0.212	0.223
June	0.000	0.663	0.170	0.000	0.000	0.832	6.277	0.000	0.099	0.138	0.000	0.000	0.235	0.247
July	0.000	0.685	0.162	0.000	0.000	0.847	6.184	0.000	0.103	0.130	0.000	0.000	0.233	0.244
August	0.000	0.685	0.107	0.000	0.000	0.792	5.778	0.000	0.103	0.085	0.000	0.000	0.188	0.198
September	0.000	0.663	0.091	0.000	0.000	0.753	5.682	0.000	0.099	0.073	0.000	0.000	0.172	0.181
October	0.000	0.685	0.034	0.000	0.000	0.719	5.246	0.000	0.103	0.027	0.000	0.000	0.130	0.136
November	0.000	0.663	0.000	0.000	0.000	0.663	4.998	0.000	0.099	0.000	0.000	0.000	0.099	0.104
December	0.000	0.685	0.000	0.000	0.000	0.685	4.998	0.000	0.103	0.000	0.000	0.000	0.103	0.108
<b>Annual</b>	<b>0.000</b>	<b>8.064</b>	<b>0.733</b>	<b>0.000</b>	<b>0.000</b>	<b>8.796</b>	<b>5.450</b>	<b>0.000</b>	<b>1.210</b>	<b>0.586</b>	<b>0.000</b>	<b>0.000</b>	<b>1.796</b>	<b>1.885</b>

19-Jan-00

Zancanella & Assoc., Inc.  
Water Resources Engineers  
Glenwood Springs, CO  
Job# 98530 egruse2 wk4

P.O. Box 1908  
1005 Cooper Ave.  
Glenwood Springs,  
CO 81602



(970) 945-5700  
(970) 945-1253 Fax

March 24, 2000

Mr. John Barbee  
SK Collaboration  
501 N. 7<sup>th</sup>  
Box 324  
Silt, CO 81652

**RE: Powerline Professional Park Pond**

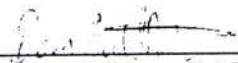
Dear John:

The proposed pond, in the cul-de-sac will be used for fire protection. The Rifle Fire Protection District requires the pond to store 180,000 gallons for this purpose. When full, the pond will have a surface area of 4616 sq.ft. Well #1 will be used to make up evaporation losses from the pond. Information from the Rifle Weather station was used to determine the evaporation loss for the pond, see attached table. The pond will require approximately 0.31 acre-feet of makeup water a year to compensate for evaporation.

If you have any questions please call our office at (970) 945-5700.

Very truly yours,

**Zancanella & Associates, Inc.**

  
\_\_\_\_\_  
Dan Mathes, E.I.T.

cc:

\\Fred\dl\20000\20701 Powerline\fire\_pond.wpd

EXHIBIT B



## Water Surface Evaporation

**Pond Surface Area**    0.106    acres  
**Total Evaporation**    45.0    inches (From NOAA TR NWS-33)  
**Elevation**            5300    ft

Month	(1) Evap Dist (%)	(2) Evap (inches)	(3) Ice Free % of Month (%)	(4) Precip (inches)	(5) Effective Precip (inches)	(6) Net Evap (inches)	(7) Net Evap (feet)	(8) Total Pond Evap (AF)
January	3.0%	1.4	100%	0.9	0.7	0.7	0.06	0.006
February	3.5%	1.6	100%	0.8	0.6	0.9	0.08	0.008
March	5.5%	2.5	100%	1.0	0.8	1.7	0.14	0.015
April	9.0%	4.1	100%	1.0	0.8	3.3	0.27	0.029
May	12.0%	5.4	100%	1.2	0.9	4.5	0.37	0.040
June	14.5%	6.5	100%	1.0	0.8	5.8	0.48	0.051
July	15.0%	6.8	100%	1.1	0.9	5.8	0.49	0.052
August	13.5%	6.1	100%	1.0	0.8	5.3	0.44	0.047
September	10.0%	4.5	100%	1.2	1.0	3.5	0.30	0.031
October	7.0%	3.2	100%	1.4	1.1	2.1	0.17	0.018
November	4.0%	1.8	100%	1.0	0.8	1.0	0.08	0.009
December	3.0%	1.4	100%	1.2	0.9	0.4	0.04	0.004
Annual	100.0%	45.0	---	12.6	10.1	34.9	2.91	0.31

ENGINEERS STATEMENT

# WESTERN SLOPE DEVELOPMENT

Garfield County Building & Planning  
Attn: Mark Bean  
109 8th Street, Suite 303  
Glenwood Springs, CO 81601

October 22, 1999

Subject: Potable Groundwater, Powerline Professional Park Lots 1-9

Dear Mr. Bean,

I have reviewed the attached documentation and based on the documentation herein have determined the following:

1. The Collins Pump Company installed an 80 foot well with 7 inch steel casing. A static water level was determined to be at 13 feet 9 inches on October 4, 1999 with an available drawdown of 17 feet 4 inches. (See Exhibit 1)
2. Water Quality: Water samples were obtained at the well head and were tested for bacteria, nitrates and nitrites. The tests were performed by the Colorado Department of Public Health and Environment and did not indicate the presence of bacteria but did indicate the sample to contain high levels of dissolved solids. Dissolved solids are routinely removed using available reverse osmosis systems. The water quality with proper treatment should pose no risk to human health. (See Exhibit 2)
3. Nitrite and nitrate samples were analyzed by Grand Junction Laboratories with both concentrations identified as being below 0.83 mg/l indicating reasonable potability. (See Exhibit 3)
4. Water Quantity: The well test was conducted on October 4, 1999 by the Collins Pump Company. This test was conducted using a 1HP20S Test Pump. The well was pumped for a 4 hour period, with the a total draw down of 17 feet 4 inches. (See Exhibit 1)
5. Based on the data herein the well will be able to produce in excess of 30 gallons per minute continuously in excess of 100 days. Individual wells are proposed for each lot within the 9 lot subdivision. Wells constructed within the subdivision should be similar to the above referenced well.

Sincerely,

*Michael D. Folse*  
(504) 861-0789



970.876.5242 970.876.5825 FAX PO BOX 1198 RIFLE, CO 81650

WATER QUALITY TEST

JOHN C. KEPHART & CO.  
**GRAND JUNCTION LABORATORIES**

435 NORTH AVENUE

PHONE 242-7618

GRAND JUNCTION, COLORADO 81501

ANALYTICAL REPORT

Received from: John Barbee  
 PO Box 324  
 Silt, CO 81652

Customer No. \_\_\_\_\_ Laboratory No. 2042 Sample water  
 Date Received 10/1/99 Date Reported 10/6/99

Lab number Sample ID	2042 WATER	Limits for Drinking Colo. Dept. Health Suggested
Sodium (Na)	467 mg/l	20 mg/l
Calcium (Ca)	90 mg/l	no official limit
Magnesium (Mg)	93 mg/l	125 mg/l
Potassium (K)	10.5 mg/l	no official limit
Chloride (Cl)	204 mg/l	250 mg/l
Sulfate (SO4)	790 mg/l	250 mg/l
Phenol. Alkalinity (CaCO3)	0 mg/l	no official limit
Total Alkalinity (CaCO3)	619 mg/l	no official limit
Dissolved Solids	2190 mg/l	500 mg/l
Hardness (CaCO3)	596 mg/l	200 mg/l
pH	7.7	no official limit
Conductivity@25 deg. C	3140 umhos/cm	no official limit
Total Coliform Bacteria	0 colonies /100ml	0 colonies /100ml

NOTE: Exceeds public water supply limits for Sodium, Sulfate, Dissolved Solids and Hardness. The overall mineral salt content is too high for human drinking water; treatment would be needed before drinking. Softening alone will not correct this problem, Reverse Osmosis is recommended. Hardness is not harmful for drinking, but can cause mineral deposits and necessitate the use of large amounts of soap for cleaning.

Lab Dir.: Brian S. Bauer

EXHIBIT 2

JOHN C. KEPHART & CO.  
GRAND JUNCTION LABORATORIES

435 NORTH AVENUE

PHONE 242-7618

GRAND JUNCTION, COLORADO 81501

ANALYTICAL REPORT

Received from:

John Barbee

PO Box 324

Silt, CO 81652

FAX (970)876-5825, phone 876-5242, cell 379-6666  
2042 water

Customer No. \_\_\_\_\_

Laboratory No. \_\_\_\_\_

Sample \_\_\_\_\_

Date Received \_\_\_\_\_

10/1/99

Date Reported \_\_\_\_\_

10/21/99

Lab number

2042

Sample ID

WATER

Limits for Drinking  
Colo. Dept. Health  
Suggested

Nitrate/Nitrite (N)

0.83 mg/l

10 mg/l

Lab Dir.: Brian S. Bauer

PUMP TEST RESULTS



# Collins Well Drilling & Pump Company

Division of Syracuse Exploration Company, Inc.

PO BOX 2346 • GLENWOOD SPRINGS, COLORADO 81602-2346

970-963-2812  
Fax 970-945-4079

October 5, 1999

John Barbee  
PO Box 324  
Silt, Colorado 81652

Re: Well No. 1 – Pump Test Results

Dear Sir,

On October 4, 1999 our company conducted a four- (4) hour pump test at your property near Rifle, Colorado. The following data was compiled:

Well Depth	80 feet
Static Water Level	13 feet 9 inches
Draw down after 4 hours	17 feet 4 inches
Pumping rate	30 Gallons Per Minute with 1HP20S.
	* Well Production is greater than 30 GPM

If any questions arise, please feel free to contact our office.

Yours truly,

**SEC / Collins Well Drilling & Pump Co., Div.**

F. William Collins  
Division Manager

FWC/rht

Cc. file

EXHIBIT 1



WELL PERMIT #1

OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

1095

WELL PERMIT NUMBER 052691 F  
DIV. 5      WD 39      DES. BASIN      MD

APPLICANT

ROBERT O KLEIN  
BOX 1198  
RIFLE, CO 81650-

APPROVED WELL LOCATION

GARFIELD COUNTY  
NE 1/4 SW 1/4 Section 11  
Township 6 S Range 93 W Sixth P.M.

DISTANCES FROM SECTION LINES

2259 Ft. from South Section Line  
2125 Ft. from West Section Line

(970) 876-5242

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 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 37-90-137(2) for the construction of a well, appropriating ground water tributary to the Colorado River, as an alternate point of diversion to the Avalanche Canal and Siphon, 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 #990612RK(a).
- 4) The use of ground water from this well is limited to drinking and sanitary purposes inside commercial businesses. All use of this well will be curtailed unless the water allotment contract or a plan for augmentation is in effect. *Have aug plan*
- 5) The maximum pumping rate of this well shall not exceed 15 GPM.
- 6) The average annual amount of ground water to be appropriated shall not exceed one (1) acre-foot (325,850 gallons).
- 7) 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.
- 8) This well shall be constructed at least 600 feet from any existing well that is not owned by the applicant and not more than 200 feet from the location specified on this permit.
- 9) 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.
- 10) This permit has been approved with an annual diversion amount not to exceed 1 acre-foot as specified in the West Divide Water Conservancy District water allotment contract. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)
- 11) Monitoring hole notice MH-37013, was acknowledged for construction of a monitoring and observation hole for this applicant, in this 1/4, 1/4, on September 24, 1999. *AD (C/R/C)*

OWNER'S COPY

APPROVED  
KJW

*Hal D. Simpson*  
State Engineer

By *Jeff Deaton*  
EXPIRATION DATE

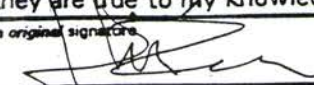
DATE ISSUED OCT 21 1999

OCT 21 2000

Receipt No. 0451198

**Water Well Permit Application**

(Please note: other forms are available for *specific* uses including - residential, livestock, monitoring/observ., gravel pits, registration of old wells)  
**Review instructions prior to completing form** **Must be completed in black ink or typed**

<b>1. APPLICANT INFORMATION</b>				<b>6. USE OF WELL</b> (please attach <i>detailed</i> description)			
Name of applicant  Robert O Klein				<input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> OTHER: Commercial indoor <input type="checkbox"/> COMMERCIAL    domestic & make up h2o <input type="checkbox"/> MUNICIPAL    for evaporative losses <input type="checkbox"/> IRRIGATION    on a fire water storage <input type="checkbox"/> FEED LOT - number of head : pond.			
Mailing Address  PO BOX 1198				<b>7. WELL DATA</b>			
City  Rifle		State  CO		Zip Code  81650		Maximum pumping rate  15 gpm	
Telephone number (include area code)  (970) 876-5242				Annual amount  <del>200</del> 2.0 acre-feet		Total depth  80 feet	
<b>2. TYPE OF APPLICATION</b> (check applicable box(es))				<b>8. LAND ON WHICH GROUND WATER WILL BE USED</b>			
<input type="checkbox"/> Construct new well <input type="checkbox"/> Use existing well <input type="checkbox"/> Replace existing well <input type="checkbox"/> Change or Increase Use <input type="checkbox"/> Change (source) Aquifer <input type="checkbox"/> Reapplication (expired permit) <input type="checkbox"/> Other:				B. # acres  30 ac.			
<b>3. REFER TO</b> (if applicable):				C. Owner  Robert Klein			
Water court case #		Permit #  052691(F)		D. List any other wells or water rights used on this land:  West Divide # 990612RK(a)			
Emergency Verbal #  -VE-		Monitoring hole acknowledgment #  MH-		<b>9. PROPOSED WELL DRILLER</b> (optional)			
Well name or #  Powerline Well #1 Q52691F				Name		License number	
<b>4. LOCATION OF WELL</b>				<b>10. SIGNATURE</b> of applicant(s) or authorized agent			
County  Garfield		Quarter/quarter  NE ¼		Quarter  SW ¼		The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104(13)(a). I have read the statements herein, know the contents thereof, and state that they are true to my knowledge.	
Section  11		Township N or S  <input type="checkbox"/> <input type="checkbox"/>		Range E or W  <input type="checkbox"/> <input type="checkbox"/>			
Distance of well from section lines  ft from <input type="checkbox"/> N <input type="checkbox"/> S    ft from <input type="checkbox"/> E <input type="checkbox"/> W				Must be original signature  			
Well location address, if different from applicant address (if applicable)  27753 Hwy. 6 & 24				Title  PROJECT MANAGER		Date  7.25.00	
For replacement wells only - distance and direction from old well to new well  0 feet    direction				<b>OPTIONAL INFORMATION</b>			
<b>5. TRACT ON WHICH WELL WILL BE LOCATED</b>				USGS map name		DWR map no.	
A. LEGAL DESCRIPTION (may be provided as an attachment):				Surface elev.		Office Use Only	
B. STATE PARCEL ID# (optional): 2177 113 00 286				DIV _____			
C. # acres in tract 30+-		D. Owner Robert Klein		CO _____			
E. Will this be the only well on this tract? <input type="checkbox"/> YES <input type="checkbox"/> NO (if other wells are on this tract, see detailed inst.)				WD _____		BA _____	
				USE(S) _____		MD _____	

WEST DIVIDE WATER CONSERVANCY DISTRICT  
124 WEST THIRD STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
TELEPHONE AND FAX (970) 625-5461

Officers

President 876-2821  
Kelly Couey  
4745 C.R. 315  
Silt. CO 81652

Vice President

Samuel B. Potter  
0598 C.R. 323  
Rifle. CO 81650

Treasurer/Alternate Sec.

LaVerne Starbuck  
3106 C. R. 342  
Silt. CO 81652

Secretary

William M. Zilm  
0090 Sunlight Dr.  
Glenwood Springs. CO 81601

Board of Directors

Kelly Couey  
4745 C. R. 315  
Silt. CO 81652

William M. Zilm  
0090 Sunlight Dr.  
Glenwood Springs. CO 81601

LaVerne Starbuck  
3106 C.R. 342  
Silt. CO 81652

Larry S. Axthelm  
1002 Cooper Ave.  
Glenwood Springs. CO 81601

Samuel B. Potter  
0598 C.R. 323  
Rifle. CO 81650

June 29, 1999

Robert O. Klein  
P. O. Box 1198  
Rifle, CO 81650

Dear Mr. Klein:

Enclosed is your approved contract #990612RK(a). Please read the contract carefully if you have not already done so, but please especially note paragraph 2 concerning availability of water.

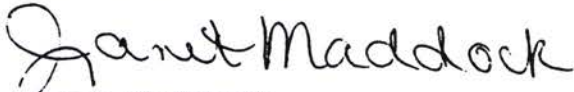
West Divide obtains its storage water from a number of sources including Ruedi Reservoir and Green Mountain Reservoir which are Bureau of Reclamation projects. Federal policy relating to endangered species, among other environmental concerns, provides that supplies from these reservoirs may be interruptible. Moreover, the forces of nature are always such that no source of water can be guaranteed from year to year. 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.

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. You will be provided with a special form for this purpose upon notification that your well has been drilled.

Robert O. Klein  
June 29, 1999  
Page 2

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  
Administrative Assistant

Enclosure

cc The State Division of Water Resources w/enclosure  
Division No. 5 Water Resources w/enclosure  
Edward J. Currier, P.E. w/enclosure

APPLICATION AND DATA FORM TO AMEND WATER ALLOTMENT CONTRACT WITH WEST DIVIDE WATER CONSERVANCY DISTRICT

CONTRACT # 990612RK(a) AMENDED FROM 1.0 A.F. TO 2.0 A.F.  
APPLICANT

Name Robert O. Klein  
Mailing Address PO Box 1198, Rifle, CO 81650  
Telephone Number 970 / 876 - 5242  
Authorized Agent or Representative John Barbee

B. WATER RIGHT OWNED BY APPLICANT OR BEING APPLIED FOR  
Name of Right Powerline Well #1  
Type of Structure or Right Well  
Location of Point of Diversion (description from decree or permit)  
NE1/4-SW1/4 Section 11, T6S R93W 6th PM, 2130 Feet from South Section Line, 1905 Feet from West Section Line.  
Water Court Case No. \_\_\_\_\_ Well Permit No. 052691(F)  
(Attach copy of permit)

C. INTENDED USE OF LEASED WATER  
Location of Area of Use (Include metes and bounds legal description of property on which water right is to be used. May be attached as Exhibit)  
See Exhibit A

Total acreage of above-referenced parcel 30+-  
Address of above-referenced property 27753 Hwy. 6&24, Rifle CO 81650  
Description of Use Commercial indoor domestic and make up water for evaporative losses on a fire water storage pond.  
Total Number of Dwelling Units 8 commercial units  
Number of Constructed Units 0 Number of Vacant Lots 8  
Potable Water System Non-potable from well for up to 24 users  
Waste-Water Treatment System Central sewer  
Type of meter or measuring device Totalizing Flowmeter

Projected Monthly Volume of Leased Water Needed in Gallons:  
THESE FIGURES ARE XXX ACTUAL DIVERSIONS OR \_\_\_\_\_ CONSUMPTIVE USE ONLY  
(Actual diversions must be used unless contractee has an augmentation plan)  
Jan. 0.165 af Feb. 0.165af Mar. 0.165 af Apr. 0.165 af May 0.165 af  
June. " July " Aug. " Sept. " Oct. "  
Nov. " Dec. " " " " "  
Annual Total Gallons 53,804 gal Acre Feet 2.0  
Maximum Instantaneous Demand 15 gpm

D. OTHER REMARKS Included as Exhibit B are the estimations of loss due to evaporation for the fire water storage pond. The pond will be filled as an unadjudicated priority via Grand Valley Ditch or by Powerline Well #1.

April 27, 2000  
Date applied  
[Signature]  
Applicant

5/16/00  
Date approved  
WEST DIVIDE WATER CONSERVANCY DISTRICT

John Barbee for R. Klein  
Applicant

[Signature]  
President

600 FOOT WELL SPACING STATEMENT

I(we) Robert O. Klein state as follows:

1. I(we) own real property described as See Attached in the NE 1/4 of the SW 1/4, Section 11, Township 6S, Range 93W 6Th P.M., Garfield County, Colorado. Located on our property are the following well(s): 052691 F

(USE PERMIT NO. IF KNOWN)

2. I(we) have been apprised that Robert O Klein present owners of a parcel of land in the NE 1/4 of the SW 1/4, Section 11 Township 6S, Range 93W, 6Th P.M., desire to drill a new well or the extend the use of an existing well. I(we) also understand that the purpose of such well is set forth in the well permit application, and that I(we) have reviewed the application that was submitted to the State Engineer and receipted by him under receipt no. \_\_\_\_\_.

3. The proposed location for the subject well will be less than 600 feet from one or more of my(our) wells.

4. By this statement I (we) are specifically waiving any objection to the issuance of a well permit for the subject well, as set forth in the referenced application, and would request that permit issuance not be postponed or denied because of any concerns by the Division or others that the proposed well will materially affect my(our) well(s) or water right(s). I(we) also specifically waive any right (I)we may have to participate in a hearing before the State Engineer pursuant to Section 37-90-137(2), C.R.S.

Dated this 10 Th day of January, 19 2000

Robert O Klein

12/27/91

WELL PERMIT #2



OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

WELL PERMIT NUMBER 053268 F  
DIV. 5      WD 39      DES. BASIN      MD

APPLICANT

ROBERT O KLEIN  
BOX 1198  
RIFLE, CO 81650-

(970) 876-5242

Lot:      Block:      Filing:      Subdiv: POWERLINE PROFESSIONAL PARK

APPROVED WELL LOCATION

GARFIELD COUNTY  
NE 1/4 SW 1/4 Section 11  
Township 6 S Range 93 W Sixth P.M.

DISTANCES FROM SECTION LINES

2130 Ft. from South      Section Line  
1905 Ft. from West      Section Line

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 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 37-90-137(2) for the construction of a well, appropriating ground water tributary to the Colorado River, as an alternate point of diversion to the Avalanche Canal and Siphon, 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 #9908093RK(a).
- 4) The use of ground water from this well is limited to drinking and sanitary purposes inside commercial businesses. All use of this well will be curtailed unless the water allotment contract or a plan for augmentation is in effect.
- 5) The maximum pumping rate of this well shall not exceed 15 GPM.
- 6) The average annual amount of ground water to be appropriated shall not exceed one (1) acre-foot (325,850 gallons).
- 7) 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.
- 8) This well shall be constructed at least 600 feet from any existing well that is not owned by the applicant and not more than 200 feet from the location specified on this permit.
- 9) 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.
- 10) This permit has been approved with an annual diversion amount not to exceed 1 acre-foot as specified in the West Divide Water Conservancy District water allotment contract. Additionally the well location has been amended pursuant to the letter dated January 24, 2000 from Western Slope Development. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

*gd 2-8-2000*

APPROVED  
JD2

*Hal D. Simpson*  
State Engineer

DATE ISSUED FEB 08 2000

By *Joe Death*  
EXPIRATION DATE FEB 08 2001

Receipt No. 0455504B

WEST DIVIDE WATER CONSERVANCY DISTRICT  
 WATER ALLOTMENT CONTRACT/LEASE

Name of Applicant: ROBERT O KLEIN

Quantity of Water in Acre Feet: 1 ONE

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, §37-45-101, et seq., (hereinafter referred to as the "District") for an allotment contract/lease to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this contract/lease 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/lease. 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/lease 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: municipal, domestic and related uses, or commercial (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-W0547 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 and Green Mountain 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

A parcel of land situated in the SW $\frac{1}{4}$  of Section 11, Township 6 South, Range 93 West of the Sixth Principal Meridian, Garfield County, Colorado, more particularly described as follows:

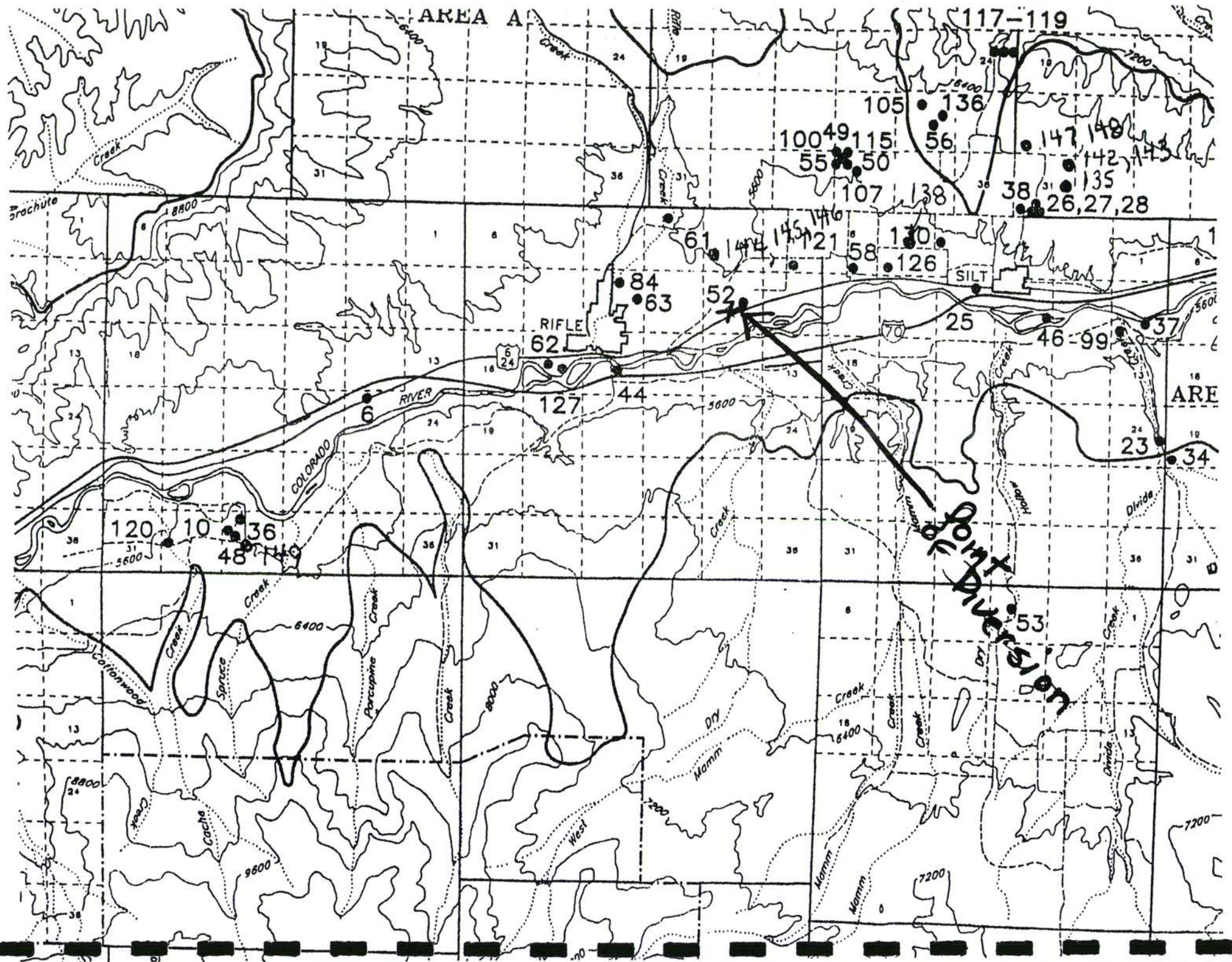
Beginning at the West Quarter Corner of said Section 11; an axle found in place; thence S. 89°43'19" E. 1321.19 feet to the True Point of Beginning; thence S. 00°14'26" W. 1086.51 feet along a fence as constructed and in place; thence S. 00°04'28" W. 235.44 feet along a fence as constructed and in place to a fence corner; thence S. 89°43'38" E. 308.77 feet along a fence as constructed and in place to the northerly right of way line of U.S. Highway #6 and 24; thence N. 63°30'50" E. 904.14 feet along the northerly right of way line of said Highway, thence leaving said right of way line N. 00°00'00" E. 278.93 feet; thence N. 90°00'00" E. 210.00 feet, to the easterly line of the SW $\frac{1}{4}$  of said Section 11; thence N. 00°27'51" E. 634.83 feet along said easterly line to the Northeast Corner of the SW $\frac{1}{4}$  of said Section 11; thence N. 89°43'19" W. 1328.30 feet along the northerly line of said SW $\frac{1}{4}$  to the True Point of Beginning.

EXCLUDING that certain parcel described as follows:

A parcel of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 11, Township 6 South, Range 93 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the center of Section 11, a rebar and cap in place; thence N. 89°43'19" W. along the northerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  969.20 feet to a point on the Easterly bank of a ditch as constructed and in place, the True Point of Beginning; thence leaving said northerly line the following fourteen (14) courses along said Easterly bank:

1. S. 60°59'06" W. 5.27 feet;
2. S. 89°36'35" W. 101.20 feet;
3. S. 51°03'56" W. 25.84 feet;
4. S. 00°20'42" E. 345.98 feet;
5. Along the arc of a curve to the right having a radius of 56.04 feet and a central angle of 66°20'53", a distance of 64.89 feet (chord bears S. 32°49'44" W. 61.33 feet);
6. S. 66°00'11" W. 47.64 feet;
7. S. 62°08'13" W. 113.50 feet;
8. S. 49°02'55" W. 12.65 feet;
9. S. 21°36'59" W. 12.65 feet;
10. S. 00°27'17" W. 247.80 feet;
11. S. 08°22'29" W. 46.49 feet;
12. S. 01°53'56" E. 203.57 feet;
13. S. 27°18'38" W. 40.22 feet;
14. S. 45°50'51" W. 39.02 feet to a point on the westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence N. 00°14'26" E. along said westerly line 1071.37 feet to the Northwest Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence S. 89°43'19" E. along the northerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  359.11 feet to the True Point of Beginning; said parcel containing 3.04 acres, more or less.



AREA A

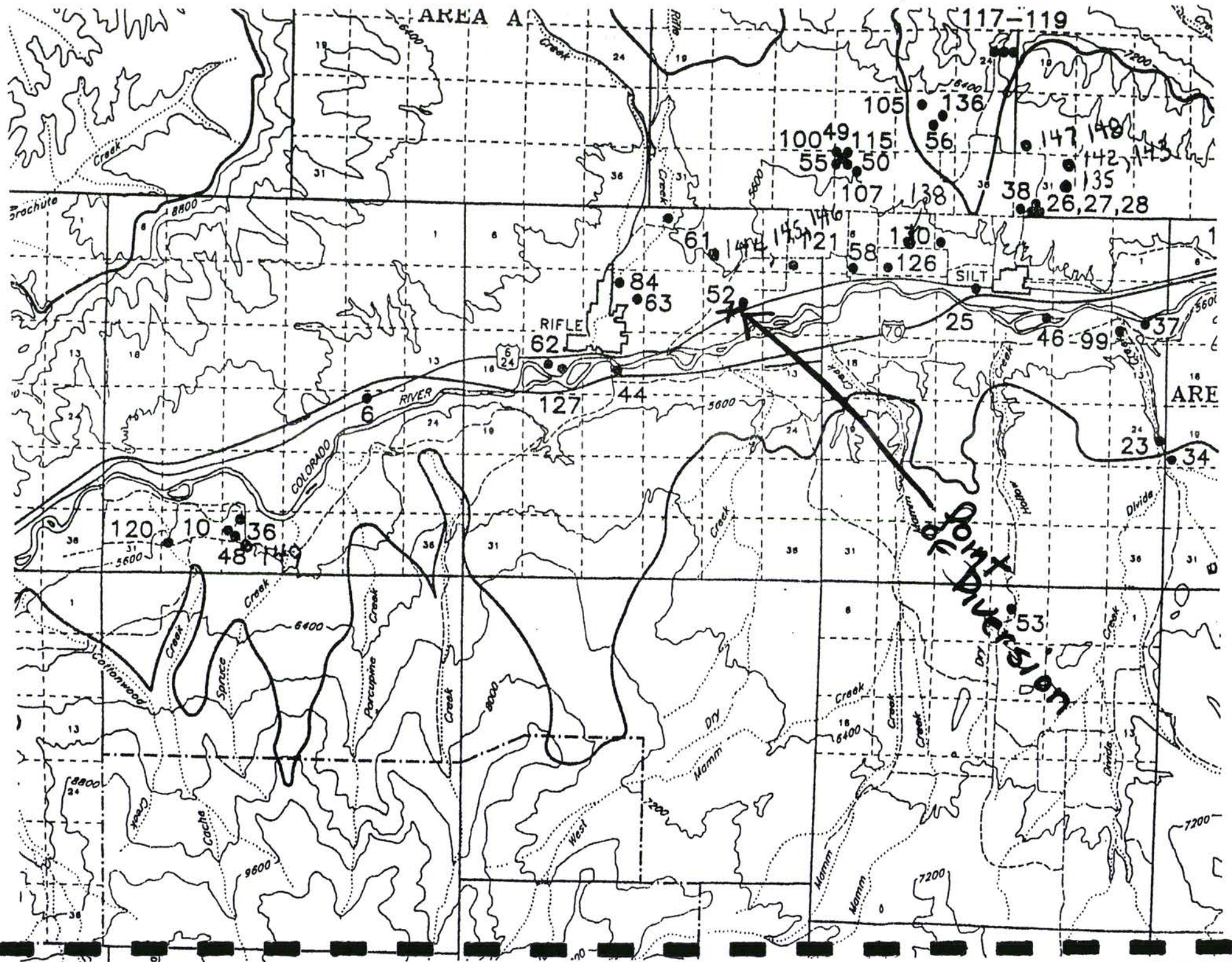
117-119

RIFLE

SILT

Point elevation

ARE



AREA A

117-119

RIFLE

SILT

Point elevation

ARE

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.

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/lease.

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/lease 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/lease 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/lease 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/lease 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/lease shall inure to the benefit of the heirs, successors or assigns of the parties hereto. Any assignment of the Applicant's rights under this contract/lease shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of contract/lease rights and the assumption of contract/lease 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/leases. No assignment shall be recognized by the District except upon completion and filing of proper forms for change of ownership.

Upon the sale of the real property to which this contract/lease pertains, Applicant has a duty to make buyer aware of this contract/lease and proper forms for 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, reapprove 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/lease.

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/lease 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/Lease amount, which provides water (on the formula of one acre foot per dwelling) for ordinary household purposes inside one single family

dwelling, the watering of domestic livestock, fire protection, and the irrigation of up to 6,000 square feet of lawn and garden.

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 at a horse boarding facility, provided that in no event shall actual diversions exceed the amount of water provided by this Contract/Lease.

Violation of this paragraph 15 shall be deemed to be a material breach of this Contract/Lease.

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 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/lease. 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/lease, 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/lease. 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/lease 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/lessees 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/lease in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees/lessees.

20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application and Data Form 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/LEASE. 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/LEASES: IF APPLICANT'S WELL OR OTHER WATER RIGHT THAT IS THE SUBJECT OF THIS CONTRACT/LEASE 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/LEASE 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/LEASE IN WHICH EVENT ALL SUMS PAID BY APPLICANT FOR THIS CONTRACT/LEASE SHALL BE IMMEDIATELY REFUNDED TO APPLICANT.

Applicant:

Applicant:

*Robert O Klein*

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on this 9th day of August, 1999 by Robert O Klein.

Witness my hand and official seal.



My commission expires: 12-9-99

*Janet Maddock*  
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/lease shall be and is accepted by the District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By *Kelly Coney*  
President

ATTEST:

*William M. John*  
Secretary

August 26, 1999  
Date

This contract/lease includes and is subject to the terms and conditions of the following documents which must accompany this contract/lease:

1. Map showing location of point of diversion (use map provided)
2. Application and Data Form fully completed and signed
3. \_\_\_\_\_



600 FOOT WELL SPACING STATEMENT

I(we) Robert O. Klein state as follows:

1. I(we) own real property described as See Attached in the NE 1/4 of the SW 1/4, Section 11, Township 6S, Range 93W 6Th P.M., Garfield County, Colorado. Located on our property are the following well(s): 052691 F

(USE PERMIT NO. IF KNOWN)

2. I(we) have been apprised that Robert O Klein present owners of a parcel of land in the NE 1/4 of the SW 1/4, Section 11 Township 6S, Range 93W, 6Th P.M., desire to drill a new well or the extend the use of an existing well. I(we) also understand that the purpose of such well is set forth in the well permit application, and that I(we) have reviewed the application that was submitted to the State Engineer and receipted by him under receipt no. \_\_\_\_\_.

3. The proposed location for the subject well will be less than 600 feet from one or more of my(our) wells.

4. By this statement I (we) are specifically waiving any objection to the issuance of a well permit for the subject well, as set forth in the referenced application, and would request that permit issuance not be postponed or denied because of any concerns by the Division or others that the proposed well will materially affect my(our) well(s) or water right(s). I(we) also specifically waive any right (I) we may have to participate in a hearing before the State Engineer pursuant to Section 37-90-137(2), C.R.S.

Dated this 10 Th day of January, 19 2000

Robert O Klein

12/27/91

WELL PERMIT #3

OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 366-3581

WELL PERMIT NUMBER <u>053267</u> . <u>F</u> .			
DIV. 5	WD 39	DES. BASIN	MD

APPLICANT

ROBERT O KLEIN  
BOX 1198  
RIFLE, CO 81650-

(970) 876-5242

Lot: Block: Filing: Subdiv: POWERLINE PROFESSIONAL PARK

APPROVED WELL LOCATION

GARFIELD COUNTY  
NE 1/4 SW 1/4 Section 11  
Township 6 S Range 93 W Sixth P.M.

DISTANCES FROM SECTION LINES

1524 Ft. from South Section Line  
1913 Ft. from West Section Line

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 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 37-90-137(2) for the construction of a well, appropriating ground water tributary to the Colorado River, as an alternate point of diversion to the Avalanche Canal and Siphon, 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 #9908092RK(a).
- 4) The use of ground water from this well is limited to drinking and sanitary purposes inside commercial businesses. All use of this well will be curtailed unless the water allotment contract or a plan for augmentation is in effect.
- 5) The maximum pumping rate of this well shall not exceed 15 GPM.
- 6) The average annual amount of ground water to be appropriated shall not exceed one (1) acre-foot (325,850 gallons).
- 7) 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.
- 8) This well shall be constructed at least 600 feet from any existing well that is not owned by the applicant and not more than 200 feet from the location specified on this permit.
- 9) 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.
- 10) This permit has been approved with an annual diversion amount not to exceed 1 acre-foot as specified in the West Divide Water Conservancy District water allotment contract. Additionally the well location has been amended pursuant to the letter dated January 24, 2000 from Western Slope Development. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

*JD 2-8-2000*

APPROVED  
JD2

*Hel D. Simpson*  
State Engineer

DATE ISSUED FEB 08 2000

By *Joe Decker*  
EXPIRATION DATE FEB 08 2001

Receipt No. 0455504A

WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT/LEASE

Name of Applicant: RO KLEIN

Quantity of Water in Acre Feet: 1 ONE

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, §37-45-101, et seq., (hereinafter referred to as the "District") for an allotment contract/lease to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this contract/lease 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/lease. 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/lease 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: municipal, domestic and related uses, or commercial (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-W0547 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 and Green Mountain 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.

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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/lease 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.

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Upon the sale of the real property to which this contract/lease pertains, Applicant has a duty to make buyer aware of this contract/lease and proper forms for change of ownership must be completed.

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17. Measuring Device or Meter: Applicant agrees to provide, at its own expense, 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/lease. 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/lease, 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/lease. 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/lease 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/lessees 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/lease in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees/lessees.

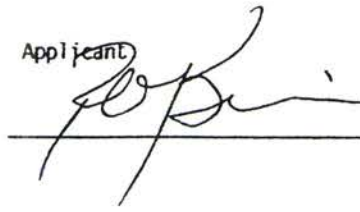
20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application and Data Form to Lease Water From West Divide Water Conservancy District" fully completed by Applicant and approved by the District's engineer. Said attachments 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/LEASE. 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/LEASES: IF APPLICANT'S WELL OR OTHER WATER RIGHT THAT IS THE SUBJECT OF THIS CONTRACT/LEASE 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/LEASE 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/LEASE IN WHICH EVENT ALL SUMS PAID BY APPLICANT FOR THIS CONTRACT/LEASE SHALL BE IMMEDIATELY REFUNDED TO APPLICANT.

Applicant:

Applicant

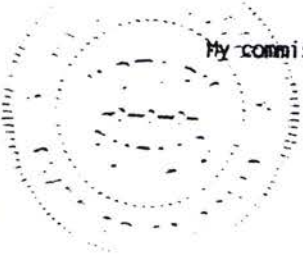


STATE OF COLORADO )  
  ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on this 9th day of August, 1999 by Robert O. Klein.

Witness my hand and official seal.

My commission expires: 12-9-99



Janet Maddak  
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/lease shall be and is accepted by the District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By Kelly Cowey  
President

ATTEST:

William M. Film  
Secretary

August 26, 1999  
Date

This contract/lease includes and is subject to the terms and conditions of the following documents which must accompany this contract/lease:

1. Map showing location of point of diversion (use map provided)
2. Application and Data Form fully completed and signed
3. \_\_\_\_\_



600 FOOT WELL SPACING STATEMENT

I(we) Robert O. Klein state as follows:

1. I(we) own real property described as See Attached in the NE 1/4 of the SW 1/4, Section 11, Township 6S, Range 93W, 6Th P.M., Garfield County, Colorado. Located on our property are the following well(s): 052691 F

(USE PERMIT NO. IF KNOWN)

2. I(we) have been apprised that Robert O Klein present owners of a parcel of land in the NE 1/4 of the SW 1/4, Section 11, Township 6S, Range 93W, 6Th P.M., desire to drill a new well or the extend the use of an existing well. I(we) also understand that the purpose of such well is set forth in the well permit application, and that I(we) have reviewed the application that was submitted to the State Engineer and receipted by him under receipt no. \_\_\_\_\_

3. The proposed location for the subject well will be less than 600 feet from one or more of my(our) wells.

4. By this statement I (we) are specifically waiving any objection to the issuance of a well permit for the subject well, as set forth in the referenced application, and would request that permit issuance not be postponed or denied because of any concerns by the Division or others that the proposed well will materially affect my(our) well(s) or water right(s). I(we) also specifically waive any right (I) we may have to participate in a hearing before the State Engineer pursuant to Section 37-90-137(2), C.R.S.

Dated this 10 Th day of January, -19- 2000

Robert O Klein

12/27/91

WELL SHARING AGREEMENT

**WELL-SHARING, ROAD-SHARING AND EASEMENT  
AGREEMENT**  
(Lots 1,2 and 8)

THIS DECLARATION OF WELL SHARING, ROAD-SHARING, AND MAINTAINCE OF A FIRE PROTECTION SYSTEM AND EASEMENT AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of July, 1999, by and between WESTERN SLOPE DEVELOPMENT Ltd., a Colorado corporation (hereinafter "Corporation") and POWERLINE BUSINESS OWNERS ASSOCIATION LLC, a Colorado limited liability company ("LLC")

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property divided into 8 phased parcels consisting of three filings located in Garfield County, Colorado, situate in Section 20, Township 7 South, Range 87 West of the 6th 1'.M., more particularly described on Exhibit "A" attached hereto (referred to herein as Lots "1," "2," and "C"; Exhibit A consists of a copy of Declarant's Warranty Deed for the property as well as a cross-reference to the recorded Quit Claim Deed and Boundary Line Affidavit by which the lot lines of Lots A, B and C have been adjusted); and

WHEREAS, LLC is the owner of a 30-acre parcel of real property located in Garfield County, Colorado, situate in Section 11, Township 6 South, Range 93 West of the 6th P.M., more particularly described on Exhibit "B" attached hereto (referred to herein as the "Subdivision"); and

WHEREAS, a water well has been constructed on the northerly portion of Lot A and operates pursuant to Colorado Division of Water Resources Well Permit No. owned by the LLC, and is permitted for up to 15 gallons pct minute (g.p.m.) of water for fire protection, ordinary household purposes inside up to three single family dwellings, the irrigation of not more than one acre of domestic gardens and lawns, and the watering of domestic animals; and

WHEREAS, the parties hereto intend that the owners of Lots 1,2 and 8 shall equally share use of the well, the well permit therefore, the pump, meter and all appurtenant facilities; and

WHEREAS, the Corporation intends to grant and establish herein perpetual and nonexclusive easements for water and power conveyance from the well to the boundaries of Lot 1,2 and 8; and

WHEREAS, with respect to ingress and egress from a public road for the benefit of the all lots, the Corporation further intends that a road constructed in place over and across portions of Lots 1,2 abd 8, And providing direct access to State Highway 6 &24, shall also provide access for all lots to said State Highway; and

WHEREAS, with respect to private and public utilities for all Lots, it is the Corporation's further intent hereby to grant and establish easements as necessary across Lots 1,2 and 8 for the underground installation of utilities for the benefit of all Lots wihtin the Subdivision.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to grant, create and establish the following easements, covenants, conditions and restrictions that shall run with the land known and described hereinabove as Lots 1,2 and 8 of Filing One, Powerline Professional Park Subdivision, and shall bind the parties hereto as the owners thereof, their grantees, successors and assigns:

1. Ownership of Well and Appurtenant Facilities: Easements for Pipelines. The owners of Lots 1,2 and 8 each shall own, appurtenant to their respective property, an undivided one-third (1/3) interest in and to the well, well permit, pump, meter, and associated facilities for the withdrawal of water located at the well. The owner of an individual property shall be the sole owner of any and all facilities used exclusively for the benefit of such property, including individual service lines and storage tanks. The owners of Lot 8 is hereby granted a perpetual and non-exclusive easement over and across Lots 1 and 2 for the installation, use, maintenance, repair, service and replacement of the well and for pipelines and power lines installed and connected thereto to provide water to Lot 8, such easements being no more than twenty (20) feet in width. The location of such easements shall be agreed upon by the dominant and servient property owners in accordance with the criteria for the location of utility easements set forth in paragraph 7 below, including the provisions for surveying agreed-upon easement locations and recording the legal descriptions thereof.

2. Operation, Maintenance and Repair Costs.- All costs of operation, maintenance, replacement, service and repair associated with the well, the pump, meter and appurtenant facilities for the withdrawal of water from the well shall be shared equally by the owners of Lots 1, 2 and 8. Such costs shall be allocated one-third to each property, except a lot or parcel owner shall be solely responsible for the costs of maintenance, operation, repair, service and replacement of any facilities used exclusively for the benefit of such property, including individual service lines and storage tanks. The owners of Lots 1,2 and 8 shall use their best efforts to agree upon all necessary maintenance, repairs, service, replacement, and/or improvements of common well-related facilities. If the owners are unable to so agree, then any owner of property subject hereto is entitled to undertake the minimal maintenance, repair, replacement, service and/or improvement necessary and essential for proper functioning of the well and common facilities. If an owner undertakes such work, it shall notify all other owners in writing. The owner undertaking the work shall, upon completion, provide the other owners subject hereto with a written statement of the work performed, identifying each other owners' proportionate share of the costs, which shall be deemed common expenses and paid promptly by the other owners as provided for common expenses under paragraph 9.

3. Use of Water. The owners of Lots A, 13 and the 35-acre parcel shall be entitled to use water from the well for indoor commercial domestic use.

All such uses shall be made in accordance with the terms and conditions of the well permit. The owners of said properties shall be entitled to use so much of the water from the well (up to their limit) as needed so long as diversions from the well at no time exceed 15 g.p.m. If, from time to time, the well does not provide water at the rate of 15 g.p.m., each property shall be entitled to its pro-rata share, of the available water.

4. Installation of Facilities. The owners of Lots 1, 2 and 8 may install a power source, meter, pipelines and other facilities in and to the well to serve their lots. Each such owner shall install such facilities at his sole expense, including the expense of any modifications or damage to existing facilities that may be caused by connecting thereto.

5. Road Improvement Maintenance and Expenses. By separate recorded instrument, the owners of all lots within the Subdivision are subject to a joint obligation to maintain, repair and service the access road and pay expenses therefore, for that portion of the access road used in common by such lots (or any two of them). Owners of Lots 1, 2 and 8 shall bear common expenses for the maintenance, service and repair of the access road (including regrading, snowplowing and resurfacing, as necessary) as provided under separated Agreement with the Business Owners Association. For the access road extension, Western Slope Development shall bear the cost of constructing, maintaining, repairing and servicing said extension, except if any portion of such extension is commonly used by Lots 1, 2 and 8, then the owner(s) of such Lot(s) shall also share the cost of construction, maintenance, repair and service. No property owner shall be responsible to pay for construction, maintenance, service or repair costs for any portion of the access road or extension thereto not used by such owner.

6. Utility Easements. The Corporation hereby grants a perpetual and nonexclusive easement across Lots 1 and 2 for the benefit of Lot 8 for the purpose of installation, use, maintenance and repair of utility lines, both public and/or private.

All utilities shall be installed underground. Where possible, all utilities shall be installed within the access road easement (or agreed-upon extensions thereof)- If installation of a utility line in the access road easement is not possible, and in those instances where a utility easement is not described on another recorded document, the owner installing the utility line shall confer with the affected servient lot owner and mutually agree upon a location for installation that does not interfere with existing or proposed structures and that will cause the least amount of disturbance to existing vegetation, especially mature trees and shrubs, and other major landscaping features. After installation, all disturbed surface areas shall be reclaimed by revegetation of the area. No structural improvements, trees or shrubs shall be constructed or planted in an established easement area so as to interfere with the repair and replacement of utility lines- All utility easements shall be twenty (20) feet in width unless otherwise designated by amendment or supplement hereto. The location of utility easements, once established, shall be professionally surveyed by the newly-connecting user and the legal description shall be recorded with the Clerk and Recorder of Garfield County with a crossreference to this Agreement.

E. PERMITS

**LEAVENWORTH & TESTER, P.C.**  
**ATTORNEYS AT LAW**

LOYAL E. LEAVENWORTH  
CYNTHIA C. TESTER  
SANDER N. KARP  
DAVID E. LEAVENWORTH, JR.

1011 GRAND AVENUE  
P. O. DRAWER 2030  
GLENWOOD SPRINGS, COLORADO 81602  
Telephone: (970) 945-2261  
Facsimile: (970) 945-7336  
jsn@LTLawfirm.com

DENVER OFFICE: \*  
THE TERRACENTRE BUILDING  
1100 STOUT STREET, SUITE 470  
DENVER, COLORADO 80204  
Telephone: (303) 825-3995  
Facsimile: (303) 825-3997  
ltlawdenver@aol.com

GREGORY J. HALL  
DAVID H. McCONAUGHY  
KELLY D. CAVE  
TOM KINNEY  
SUSAN W. LAATSCH  
JAMES S. NEU  
JULIE C. BERQUIST

May 15, 2000

*\*(Please direct all correspondence  
to our Glenwood Springs Office)*

John Barbie  
Western Slope Development  
P.O. Box 1198  
Rifle, Colorado 81650

Re: City of Rifle Watershed District Permit

Dear Mr. Barbie:

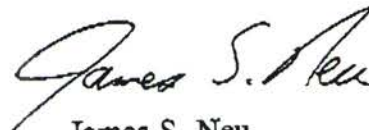
Lee Leavenworth requested that I respond to your letter dated April 25, 2000 regarding the necessity of a City of Rifle Watershed District Permit for Powerline Professional Park ("Powerline"). In your letter, you mentioned that Powerline is no longer proposing to use individual sewage disposal systems.

I have enclosed §10.05.010 et seq. of the Rifle Municipal Code which contains the Rifle Watershed District Permit requirements. As you can see in §10.05.040(C), several activities trigger the need for a Watershed Permit other than construction or installation of sewage disposal systems. Please review these provisions in conjunction with the Powerline project and determine if a Watershed Permit is required.

If you have any questions or need further clarification, please give me a call.

Very truly yours,

LEAVENWORTH & TESTER, P.C.

  
James S. Neu

Enclosure

cc: Selby Myers (w/o enc.)  
Pat Hopkins (w/o enc.)  
Bill Sappington (w/o enc.)  
Tom Zancanella (w/o enc.)

**CHAPTER 5: WATERSHED DISTRICT****10.05.010 Intent of City Watershed District**

There is established by the City of Rifle a Watershed District ("District"). The District is that area in which the City shall exercise its powers to maintain and protect City's waterworks from injury and the City's water supply from pollution. This District is created under the authority granted in C.R.S. §31-15-707(1)(b), as amended, and Article XX of the Constitution of the State of Colorado. The District and these regulations are created only for the purpose of protecting the City's waterworks and water supply, and not for the purpose of regulating land use activities, which activities shall continue to be regulated by Garfield County, the federal government, and any other authority with jurisdiction over land use activities within the District. The City shall implement and enforce these regulations for the purpose of reviewing and permitting any activity within the District which creates a foreseeable risk of injury to the City's waterworks or pollution of the City's water supply. The City's review authority within the District shall be exercised concurrently with the authority of Garfield County or any other government entity to review and/or permit the same activity as the City may regulate; provided however, in the event no review, approval or permit requirement exists, the City's review authority shall occur prior to the commencement of any activity covered by this Chapter 10.

*(Ord. 22-94 §1)*

**10.05.020 Jurisdiction and Map**

The jurisdiction of the District shall extend over the territory occupied by the City waterworks and all reservoirs, streams, trenches, pipes and drains used in and necessary for the construction, maintenance and operation of the same, and over Beaver Creek, the Colorado River, and all water sources and drainage areas tributary thereto for five (5) miles above the points from which water is diverted for use by the City. The District Map, with all notations, references and other information shown thereon, is incorporated herein as part of this Chapter. The official District Map is located and can be reviewed in the office of the City Clerk, and copies thereof are available on request at a cost of \$15.00 per copy.

*(Ord. 22-94 §1)*

**10.05.030 Definitions**

Whenever the following words or phrases are used in this Chapter 10.05, they shall have the following meaning:

A. "Best management practices" (BMPs) means schedule(s) of activities, prohibitions of practices, maintenance procedures, management procedures, and other management and activity practices to prevent or reduce potential or actual injury to the City of Rifle waterworks or pollution of the City of Rifle water supply. BMPs also include treatment requirements, operating procedures and other practices to control runoff, erosion, drainage, sediment accumulation and similar events.

B. "Excavate or Excavating" means the artificial movement of earth leaving any cut bank over three (3) feet in vertical height or a movement of material in excess of two hundred fifty (250) cubic yards.



- C. "Fill" or "Filling" means the artificial movement of earth leaving a fill earth bank over two (2) feet in vertical height or filled earth over two (2) feet deep, or artificial addition of earth above a line sloping up at a grade of one (1) vertical to two (2) horizontal from the ground.
- D. "Foreseeable risk" means the reasonable anticipation that harm or injury may result from acts or omissions.
- E. "Grade" or "Grading" means the artificial movement of over two hundred fifty (250) cubic yards of material; or movement of any earth or material affecting or creating a drainage channel; or pioneering of roads by the artificial movement of soils, trees or shrubbery creating a roadway or driveway in excess of two hundred fifty (250) feet in length; or the use of vehicles or keeping of any animals upon any land that would lead to a movement of one hundred (100) cubic yards of material within one (1) year of the commencement of such use or which use, if continued, would result in the movement of any earth or material affecting or creating a drainage channel.
- F. "Person" means any individual, corporation, governmental or governmental subdivision or agency, limited liability company, business trust, estate, trust, partnership, association or any other legal entity.
- G. "Pollution" means man-made, man-induced, or artificial alteration of the physical, chemical, biological and radiological integrity of water.
- H. "Remove vegetation" means to artificially cut, chemically kill or in any other manner remove any tree greater than fifteen (15) feet in height, any shrubs or trees covering an area of more than 100 square feet, or any grasses covering an area of more than 1,000 square feet.
- I. "Sewage disposal system" means an "individual sewage disposal system" as defined in C.R.S. §25-10-103(8).
- J. "Surface" or "Surfacing" means any action resulting in the hardening or covering of the pre-existing ground in an area greater than 100 square feet such that rain or other water striking the area will accumulate or run off the surface to a greater extent than prior to the hardening or covering of the pre-existing ground. Surfacing includes, but is not limited to, such things as compacting the surface of the earth, placing gravel, concrete or like substances on the surface of the earth, or placing of structures upon the ground.
- K. "Tributary" means any watercourse, stream, creek, spring or drainage area which provides a source of supply to the City's potable water diversion points on Beaver Creek and the Colorado River.
- L. "Waterworks" means any and all man-made or designed components of the City's water system including, but not limited to, all transmission, storage, treatment and filtration facilities; and all reservoirs, streams, ditches, pipes, drains, and diversion structures used in and necessary for the construction, maintenance, operation, and repair of the City's water system.

(Ord. 22-94 §1)

#### 10.05.040 Prohibited Activities and Permitted Activities Requiring Notice

- A. It is unlawful for any person to cast, place, dump or deposit in any part of the City waterworks any substance or material which may injure or obstruct the same or tend to

contaminate or pollute the water or obstruct the flow of water through the City's water facilities. For a distance of five (5) miles upstream from the points where the water supply is diverted, no person shall: (a) throw, cast, put or deposit any pollutant or contaminant into or in close proximity to Beaver Creek, the Colorado River, or any of their tributaries or drainage areas; (b) store or retain any offensive or unwholesome substance on any premises in such position that the substance or drainage therefrom may be carried by natural causes into Beaver Creek, the Colorado River, or any of their tributaries or drainage areas, or (c) permit to flow into Beaver Creek, the Colorado River, or any of their tributaries or drainage areas from any place or premises, any foul or contaminating fluid.

B. It shall be unlawful for any person to cause injury or damage to the City waterworks.

C. In addition to the general prohibitions of Rifle Municipal Code Sections 10.04.530, 10.04.590, and subsections A. and B. of this Section, it shall be unlawful for any person to engage in any of the following activities within the City's Watershed District, which activities the City Council finds pose a potential or threat of injury to the City's waterworks or pollution to the City's water supply, unless such person shall, prior to commencement of such activity, receive a permit for such activity under the provisions of this Chapter:

1. Construction or installation of a sewage disposal system.
2. Excavation, grading, filling or surfacing.
3. Removal of vegetation.
4. Timber harvesting.
5. Drilling operations.
6. Alteration of water drainage courses.
7. Surface and subsurface mining operations.
8. Spraying or using herbicides.
9. Using, handling, storing or transmitting toxic or hazardous substances, including, but not limited to, radioactive materials.
10. Using, handling, storing, or transmitting flammable or explosive materials, except for domestic purposes or within vehicular fuel storage tanks.

D. The following activities are permitted within the District provided written notification of such activity is provided to the City ten (10) days prior to commencement of such activity:

1. Stock grazing.
2. Road maintenance and improvement by governmental entities.

The written notice required under this subsection D. shall include the name and address of the person undertaking the activity, a legal and common description of the location of the proposed activity, a description of the proposed activity, a discussion of the potential impacts upon the City's waterworks or water supply, and such other information as the City may require. The purpose of this notice requirement is to allow the City an opportunity to protect the waters of the District by suggesting a best management practice for such activity prior to its commencement.

E. In the event that any activity not listed in subsection 10.05.040 C., above, is being conducted in such a manner that the City Council finds that there exists a foreseeable risk of injury to the City's waterworks or pollution to the City's water supply, the person responsible for such activity shall be notified by the City of such finding and the City may require that the activity cease and desist until a permit is obtained for the activity under the provisions of this Charter.

(Ord. 22-94 §1)

**10.05.050 .Permit and Hearing Procedure**

A. **Application and Fees.** An applicant for a District permit shall submit the following to the City Clerk no later than ninety (90) days prior to commencement of a proposed activity:

1. A completed application form as prescribed by the City. The application shall be completed by the owner of the property on which the proposed activity will occur, or its authorized representative, the latter of whom shall provide evidence satisfactory to the City of his or her authority to act with respect to the property and who shall also provide a statement setting forth his or her interest in the proposed activity.
2. A full and complete description of the proposed activity for which a permit is sought, including, if applicable, a discussion of any future activity anticipated by the applicant with respect to the subject property.
3. Two sets of plans and specifications which shall contain the following information:
  - a. A vicinity sketch map or other data indicating the site location and legal description of the subject property.
  - b. Boundary lines of the property for which the permit is sought, if applicable.
  - c. Location of any buildings or structures within fifty (50) feet of the proposed activity.
  - d. Accurate contours establishing the topography of the existing ground at a minimum of five feet (5') contour intervals for areas with a grade of less than 10%, and at a minimum of twenty feet (20') contour intervals for areas with a grade greater than 10%.
  - e. Elevations, dimensions, location, extent and the slopes of all proposed excavating, grading, filling or surfacing shown by contours and/or other means.
  - f. Details of all drainage devices in connection with the proposed activity.
  - g. A statement of the amount and location of any matter proposed to be deposited in areas other than that shown on the plans.
  - h. Nature and location of existing vegetation and a statement as to the effect of the proposed activity on such vegetation.
  - i. A vicinity map, as a scale of not less than 1" = 2,000' depicting the location of streets, highways, watercourses, and natural drainage courses of streams within one-half (1/2) mile of the proposed activity site.
  - j. The location of the one hundred year flood plain of any drainage on or adjacent to the site of the proposed activity.
4. A document identifying any activity that may present or create a foreseeable risk of injury to the City's waterworks or pollution to the City's water supply, along with a specific description of the measures, including best management practices, that will be employed by applicant to obviate such risks.

5. Any and all additional information that may be specifically requested by the City, including, but not limited to, the following:
  - a. A map showing the drainage pattern and estimated runoff of the area of the proposed activity.
  - b. Revegetation and reclamation plans and specifications.
  - c. A soils analysis, including the nature, distribution and strength of existing soils, and recommendations for earth moving procedures and other design criteria.
  - d. A geologic analysis of the site and adjacent areas.
  - e. An operational and maintenance analysis of the proposed activity.
  - f. Water use analysis for the proposed activity, including source, quality, amount of consumptive use, impact on groundwater and discharge characteristics.
6. An application will not be deemed to be complete until all information required by the City has been submitted. The City Engineer shall have the authority to waive one or more submittal requirements if compliance with the requirement(s) waived is not necessary for proper evaluation of a permit application.
7. The applicant shall submit to the City a District permit application fee of \$250.00 at the time of filing an application. The fee set forth in this subsection shall be considered a minimum for each application. To the extent any application results in the City paying for outside professional services, including but not limited to engineering, legal, consulting, publication and copying fees associated with the review of the application, the applicant shall pay all such out-of-pocket expenses incurred by the City. All fees and costs shall be due and payable at the time a statement is presented to the applicant by the City of Rifle. No watershed district permit shall be issued until all fees have been paid.

**B. Review, Analysis and Classification.**

1. Within sixty (60) days following receipt of a completed application and site inspection, if necessary as determined by the City, the City Engineer shall review the application and prepare an analysis of the proposed activity, including a discussion of any factor that may present or create a foreseeable risk of injury to the City's waterworks or pollution to the City's water supply, and including a discussion of the measures, including best management practices, if any, that are proposed by the applicant to obviate such risks.
2. In undertaking the analysis of any proposed activity, the City Engineer shall consider the following factors, and any others that may be relevant:
  - a. Nature and extent of the proposed activity.
  - b. Proximity of the activity to existing water courses, City water supplies and City waterworks.
  - c. Drainage patterns and control measures.
  - d. Soil criteria and erosion potential.
  - e. Slope steepness and stability.

- f. Effects of denudation.
  - g. Geologic hazards, including, but not limited to, avalanche paths, flood plains, high water tables, fault zones and similar factors.
  - h. Ambient and nonpoint source discharges into water.
  - i. Fire hazard.
3. The City Engineer may classify in writing an application as "Minor Impact" if the City Engineer finds, based upon the City Engineer's analysis, that the proposed activity does not present or create a clear or foreseeable risk of significant injury to the City's waterworks or pollution to the City water supply. If the City Engineer has designated an application as Minor Impact, the City Engineer shall forward the application, analysis and No Impact finding to the City Council, and the City Council shall conduct the hearing required under Section 10.05.050 C., at a regularly scheduled meeting within thirty (30) days of the City Engineer's determination. The City Council shall render a decision regarding the issuance or denial of a District permit to such applicant within the time limits contained in Section 10.05.050 C. The failure of the City Council to render such decision within the time limits herein set forth shall be deemed affirmative action on the issuance of the requested permit for any application classified as Minor Impact.
4. If upon receipt of an application and review thereof in accordance with the criteria set forth in subsection 10.05.050 B.2., the City Engineer determines that the proposed activity is of a type or location that will have no negative impact on the City's waterworks or water supply, the City Engineer may classify the application as "No Impact". If such a "No Impact" finding is made, the City Engineer or his/her designee shall immediately issue a District permit for the proposed activity. After issuance of said permit, the City Engineer shall report same to the City Council at its next regular or special meeting, and shall also keep a record of such "No Impact" permits for the purpose of assessing the cumulative impact of "No Impact" activities. If the City Engineer or his/her designee does not make a "No Impact" determination, that decision may be appealed to and considered the City Council at that meeting at which the application is otherwise reviewed. At said meeting the Council may, based upon the same standards as set forth above, grant a "No Impact" permit for the proposed activity.
5. If upon receipt of an application and review thereof in accordance with the criteria set forth in subsection 10.05.050 B.2., the City Engineer finds that the proposed activity poses a foreseeable and significant risk of injury to the City's waterworks or pollution of the City's water supply, the City Engineer shall forward the application, analysis, and finding to the City Council, together with a recommendation that the City Council deny the permit or issue the permit with conditions. The City Council shall then review the application and recommendation as provided in Section 10.05.050 C.

C. Hearing. Upon receipt of an application, analysis, and finding from the City Engineer, the City Council shall conduct a public hearing to review the application and shall render a decision regarding the issuance or denial of a District permit to such applicant within sixty (60) days of receipt of the City Engineer's analysis. However, if the activity requires approval or a permit from any agency of the county, state or federal government, and the approval time lines for the county, state or federal action exceed that required in this section, the City shall have until thirty

(30) days following the issuance of the county, state or federal permit or approval to render a decision regarding the issuance or denial of a District permit to such applicant. The City Council may require additional information from any applicant, in which event the public hearing and decision may be delayed or continued until receipt of such additional information.

D. Standards for Issuance of Permit. A District permit shall be issued when the City Council finds that the applicant has sustained the burden of proof that the proposed activity, including best management practices, if any, does not present or create a foreseeable risk of injury to the City's waterworks or pollution to the City's water supply, or injury or pollution or any water sources tributary thereto for five (5) miles above any point from which water is diverted for use by the City. A District permit shall be denied when the City Council finds that the applicant has not sustained such burden of proof.

E. Permit Conditions. The City Council in issuing any District permit may prescribe any conditions it may deem necessary to effect the intent of this Chapter. The City Council may require any applicant to post a surety bond or cash in an amount sufficient to ensure compliance with the District permit, including, but not limited to, the cost of maintenance, operation, revegetation, reclamation, and other requirements intended to further the intent of this Chapter. The City Council may release to the applicant portions of any such bond or cash from time to time when no longer necessary to ensure compliance with the District permit.

F. Duration of Permit. If any proposed activity for which a District permit is issued is not commenced within twelve (12) months from the date of issuance of such permit, the permit shall expire and become void.

G. Notice of Hearing. Notice of any public hearing required hereunder shall be given at least ten (10) days in advance of the public hearing by publication in the official newspaper of the City of Rifle, and by notice to the applicant by registered mail.

H. Joint Review Processes. Any permit required hereunder can be reviewed and issued pursuant to a joint review process with any other government entity or agency charged with the review and approval of the same activity or activities.

*(Ord. 27-97 §2; Ord. 22-94 §1)*

#### 10.05.060 Enforcement

A. Right of Entry. Whenever necessary to make an inspection to enforce a provision of this Chapter, an authorized representative of the City may go upon any land at any reasonable time to inspect the same or to perform any duty imposed hereunder, provided that he identify himself and, if such land be unoccupied, that he shall make a reasonable effort to locate the applicant or other persons having control of such land to notify them of such entry.

B. Stop Work Order. Whenever any work or activity is being done contrary to the provisions of this Chapter, or in violation of the terms of any District permit issued hereunder, the City or its authorized representatives may order the work stopped by notice in writing served on the applicant or any person engaged in or causing such activity to be done, any such person shall cease such activity until authorized by the City to proceed. The City shall reserve the right to revoke or suspend any permit issued hereunder if work is not done in accordance therewith.

*(Ord. 22-94 §1)*

**10.05.070 Other Remedies**

In addition to any other remedies provided by this Chapter, the Rifle Municipal Code, state or federal law, the City attorney, on behalf of the City, may commence an action in a court of competent jurisdiction for a temporary restraining or preliminary or permanent injunctive relief restraining and violation of this Chapter.

*(Ord. 22-94 §1)*

**10.05.080 Activity in Progress**

The lawful continuance of any activity in progress at the time of the enactment of this Chapter may be continued even though it does not conform to the requirements of this Chapter. For purpose of this section, an "activity in progress" is and building, construction, land use or other activity which has been finally permitted by all other governmental agencies having jurisdiction thereover, and which has been physically commenced. Ordinary repairs and maintenance of any existing building structure or land shall be allowed. Any change, expansion, alteration or enlargement of such existing lawful use shall be subject to all requirements of this Chapter.

*(Ord. 22-94 §1)*

**10.05.090 Violation and Penalty**

A. Offense. Any person who violates any of the provisions of this Chapter shall be fined in an amount not to exceed \$300.00 for each offense. Any person who willfully and wantonly violates any provisions of this Chapter shall be fined not to exceed \$300.00 for each offense or by imprisonment exceeding ninety (90) days, or by both. Each day a violation occurs shall be deemed a separate offense.

B. Remedies. The remedies herein provided shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law. Nothing herein shall be construed a waiver of any civil remedies available to the City.

*(Ord. 22-94 §1)*

**10.05.100 Appeal**

Any person desiring to appeal any decision or determination by the City Council hereunder must file such appeal within thirty (30) days following such decision or determination with the District Court of Garfield County.

*(Ord. 22-94 §1)*

**10.05.110 District Map**

The District Map shall be amended in the event any change in the City's waterworks or diversion points for its water supply materially alter the geographical extent of the City's jurisdiction under this ordinance.

*(Ord. 22-94 §1)*

# STATE OF COLORADO

## DEPARTMENT OF TRANSPORTATION

Region 3 Traffic Section  
222 South 6th Street, Room 100  
Grand Junction, CO 81501  
970-248-7230 office  
970-248-7294 fax



March 24, 2000

To: John E. Barbee  
501 North 7th Street  
Silt, CO 81652

Dear John E. Barbee:

Please review the attached State Highway Access Permit (Form #101) and all enclosed attachments.

If you choose NOT to act on the permit, please return the permit unsigned.

If you wish to APPEAL the Terms and Conditions of the permit, please refer to the attached Form 101 pages 2 & 3 for an explanation of the appeal procedures.

If you ACCEPT the permit and its Terms and Conditions, please sign and date the Access Permit form on the line marked "PERMITTEE". Your signature confirms your agreement to all the listed Terms and Conditions.

- Provide a check or money order made out to the jurisdiction named on the next line for the amount due.

Colorado Department of Transportation  
Make check or money order payable to

~~\$300.00~~ PAID, *cm*  
Amount Due

- Return all copies and attachments of the Access Permit along with your payment back to the Colorado Department of Transportation at the address noted below. The Department will process and return to you a validated (signed and recorded) copy of your State Highway Access Permit.

If you fail to sign and return the attached Access Permit within 60 days of the date of this transmittal letter, Colorado Department of Transportation will consider this permit Void.

You must obtain a Notice to Proceed. DO NOT begin any work within the State Right-of-Way without a validated Access Permit and Notice To Proceed. Use of this permit without Transportation Department's validation shall be considered a violation of State Law.

If you have any questions, please call: Charles Meyer at 970-248-7230

Return Access Permit and attachments to: Region 3 Traffic Section  
222 South 6th Street, Room 100  
Grand Junction, CO 81501

The transmittal to you of the Access Permit form for your approval constitutes final action by the Colorado Department of Transportation pursuant to section 43-2-147 C. R. S., as amended.



**COLORADO DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ACCESS PERMIT**

CDOT Permit No.  
399164  
State Highway No/Mp/Side  
006D/093.500/L

Permit fee 300.00	Date of transmittal 03/24/2000	Region/Section/Patrol 03/02/10	Local Jurisdiction Garfield County
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The Permittee(s); Robert O. Klein P.O. Box 324 Silt, CO 81652 970-876-5242	Applicant; John E. Barbee 501 North 7th Street Silt, CO 81652 970-876-5242	Ref No. 99-035
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is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the issuing authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location:  
On the north side of US highway 6, a distance of 2500 feet west from Milepost 94.

Access to Provide Service to:  
**Multi-Use Development** ..... 30 Acres 100.00 %

Other terms and conditions:  
\* See Attached Pages 2 and 3 and Other Enclosures for Additional Terms and Conditions.

**MUNICIPALITY OR COUNTY APPROVAL**

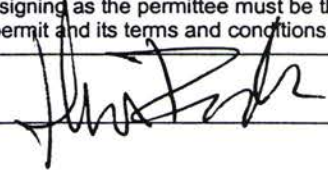
Required only when the appropriate local authority retains issuing authority.

By (x)	Date	Title
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Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

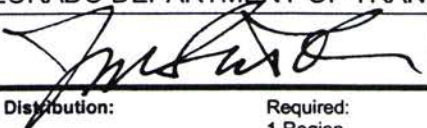
**The permittee shall notify Bryan Geick with the Colorado Department of Transportation in Rifle at 970-625-2286 at least 48 hours prior to commencing construction within the State Highway right-of-way.**

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee (x) 	Date 3.24.00
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This permit is not valid until signed by a duly authorized representative of the Department.

**COLORADO DEPARTMENT OF TRANSPORTATION**

By (x) 	Date (of issue) 3-24-00	Title Access manager
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Copy Distribution:	Required: 1.Region 2.Applicant 3.Staff Access Section	Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer	Previous editions are obsolete and may not be used CDOT Form #101 8/98
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## TERMS AND CONDITIONS

1. This permit allows the permittee access from US 6 to all lots in the parcel. Access is based upon a Land Development Office with estimated 10 ADT, a 60,000 square foot warehouse, and necessary traffic for further development. This includes, but is not limited to, construction equipment for development. The permittee will submit a development phasing schedule to CDOT within 90 days after signing the permit. The development phasing schedule will at a minimum detail a build-out and improvement plan. The development schedule shall be prepared by a professional engineer certified in the State of Colorado.
2. If there are any questions regarding this permit, please contact Mike Smith at (970) 248-7231.
3. A Notice to Proceed, CDOT Form 1265 is required before beginning the construction of the access or any activity within the highway right-of-way. All submittals, documents, plans and other items that must be completed, shall be submitted and approved before a Notice to Proceed will be issued. Contact the Department (or local issuing authority) for the Notice to Proceed.
4. The following items are required before a Notice to Proceed will be issued:
  - (a) Construction Plans Stamped by a Colorado Registered Professional Engineer.
  - (b) Certificate of Insurance Liability as per Section 2.3(11)(h) of the Access Code.
  - (c) Traffic Control Plan
5. The Permittee shall refer to all additional standard requirements on the back of this permit and any enclosed additional terms, conditions, exhibits and noted attachments.
6. Upon completion of the access, the applicant shall notify the Access Manager by certified mail within 10 days at:

Colorado Department of Transportation  
Mike Smith Region 3 - Access Manager  
606 South 9<sup>th</sup> Street  
Grand Junction, Colorado 81501
7. This Permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based in part upon the information submitted by the Permittee. This permit is only for the use and purpose stated in the Application and Permit. Any changes in traffic volumes or type, drainage, or other operational aspects may render this permit void, requiring a new permit to be applied for based upon existing and anticipated future conditions.
8. This permitted access is only for the use and purpose stated in the Application and Permit.
9. Nothing in this permit shall prohibit the chief engineer from exercising the right granted in CRS 43-3-102 including but not limited to restricting left hand turns by construction of physical medial separations.
10. Water, sanitary, sewer, gas, electrical, communication, landscaping, and telephone installations will require individual additional permits.
11. The Permittee is responsible for obtaining any necessary additional federal, state and/or City/County permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee.
12. Any work within State Highway right-of-way shall begin after 8:30 A.M. and all work and equipment shall be off the highway BEFORE 3:30 P.M. each day.
13. No highway lane closures or one-way traffic will be allowed.
14. No work will be allowed at night, Saturdays, Sundays and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.
15. It is the responsibility of the Permittee to prevent all livestock from entering the State Highway right-of-way at this access location. Any livestock that does enter the highway right-of-way shall be the sole responsibility of the Permittee.

Issued to Robert O. Klein

## TERMS AND CONDITIONS (cont'd)

16. In the event the landscaping becomes unsightly or considered to be a traffic hazard, The Department may require that it be removed promptly by the Permittee and at no cost to the Department.
17. Landscaping shall not obstruct sight distance at any State Highway access point.
18. A fully executed complete copy of this permit must be on the job site with the contractor at all times during the construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the department inspector or the issuing authority.
19. Survey markers or monuments found in state highway right-of-way must be preserved in their original positions. Notify the Department at (970) 248-7220 immediately upon damage to or discovery of any such markers or monuments at the work site. Any survey markers or monuments disturbed during the execution of this permit shall be repaired and/or replaced immediately at the expense of the Permittee.
20. It shall be the responsibility of the Permittee to verify the location of the existing utilities and notify all utility owners or operators of any work that might involve utilities within the State Highway right-of-way. Any work necessary to protect existing permitted utilities, such as an encasement will be the responsibility of the Permittee. Any damage or disruption to any utilities during the construction shall be the Permittee's responsibility and shall be repaired or replaced at no cost to the Department.
21. Any damage to any present highway facilities including traffic control devices shall be repaired immediately at no cost to the Department and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Department inspector.
22. Areas of roadway and/or right-of-way disturbed during this installation shall be restored to their original conditions, to insure proper strength, drainage and erosion control.
23. Any incomplete construction activity on the State Highway that must be left overnight, shall be barricaded and signed in accordance with the Manual on Uniform Traffic Control Devices and other applicable standards.
24. Open cuts, which are 6 inches in depth, within 30 feet of the edge of the State Highway traveled way, will not be left open at night, on weekends, or on holidays.
25. No more than 6 feet of trench areas shall be opened at any one time. Open trenches and other excavations within the State Highway right-of-way shall be backfilled and/or paved before 3:30 P.M. of each working day or be protected in accordance with the M.U.T.C.D.
26. The area around the new work shall be well graded to drain, top soiled, fertilized, mulched and re-seeded in accordance with the Department standard specifications.
27. When it is necessary to remove any highway right-of-way fence, the posts on either side of the access entrance shall be securely braced with approved end posts and in conformance with the Department's M-607-1 standard, before the fence is cut, to prevent slacking of the remaining fence. All posts and wire removed shall be returned to the Department.
28. All excavations for utility lines, culverts, trenches or tunnels shall meet the requirements of the Occupational, Safety and Health Administration (OSHA), Colorado Industrial Commission, Colorado Division of Mines or the Colorado Department of Transportation, whichever applies.
29. The access shall be constructed perpendicular to the travel lanes of the State Highway for a minimum distance of 50 feet, and shall slope down and away from the adjacent pavement edge at a rate of 2% grade for a minimum of 20 feet. If curb and gutter are present, the slope shall be calculated from pan line to pan line. Any revisions to this requirement shall be subject to Department review and approval prior to commencement of any work within the highway right-of-way.
30. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.
31. Pursuant to section 4.10.2 of the State Highway Access Code, the access roadway shall not exceed a maximum grade of 10 percent within the highway right-of-way, as measured 50 feet beyond the pavement edge and extending to the right-of-way line. The access vertical grade shall be designed and constructed in conformance with the Department M & S standard M-203-1.

Issued to Robert O. Klein

**TERMS AND CONDITIONS (cont'd)**

32. The design of the horizontal and vertical sight distance shall be no less than the minimum requirements, as provided in section 4.9 of the State Highway Access Code, 2 CCR 601-1.
33. All required access improvements shall be installed prior to the herein-authorized use of this access.
34. The access shall be surfaced immediately upon completion of earthwork construction and prior to use.
35. Compaction of subgrade, embankments and backfill shall be in accordance to section 203.07 of the Department's standard specifications.
36. The surfacing shall meet the Department's specifications with minimum surfacing to be equal to or greater than existing highway conditions. (I.e. gravel if Gravel exists on current highway, Asphalt if asphalt exists on current highway.)
37. Slopes shall be at a 6:1 ratio on the roadway and a 6:1 ratio on the approach.
38. No drainage from this site shall enter onto the State Highway travel lanes. The Permittee is required to detain all drainage in excess of historical flows and time of concentration on site.
39. All existing drainage structures shall be extended, modified or upgraded, as applicable, to accommodate all new construction and safety standards, in accordance with the Department's standard specifications.

**State Highway Access Permit  
Form 101, Page 2**

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

**APPEALS**

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.
2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.
3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.
4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

**PERMIT EXPIRATION**

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

**CONSTRUCTION**

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)
2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.
3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.
4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway

property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan..

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

#### CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

#### MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

**FILING 3**

<b>LOT AREA</b>	<b>DEVELOPMENT AREA (85% LOT COVERAGE - 25% NON BUILD)</b>		
Lot 5: 4.254 Acres	3.61 Acres	157,251 SF	117,938 SF
Lot 6: 5.716 Acres	4.85 Acres	211,266 SF	<u>158,449 SF</u>
			276,387 SF

New Access Permit #TBD, 30 Acre Multi-Use Development

**Projected Allowance:** Up to 276,387 SF

Multi-Use Development is defined to include the following uses by right per Section 3.08, Commercial General Zone District of the Garfield County Zoning Resolution:

Office, Wholesale & Retail Establishment, Shoe Repair, Tailor Shop, Restaurant, Vehicular Rental, Appliance Repair, Blacksmith, Cabinet Shop, Single, Two and Multi Family Dwelling, Glazing Shop, Machine Shop, Mini-Storage, Contractor Yard

General Service and Repair Establishment including; Lumber Yard , Motor Freight Depot and Storage

And all Conditional and Special Uses as approved by County Resolution.

**DRAFT**

L I C E N S E

TSL-3817-99006

THIS LICENSE, made this 25 day of October, 1999, by and between **TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.**, a Colorado cooperative corporation of Adams County, Colorado, hereinafter called "Licensor," and **WESTERN SLOPE DEVELOPMENT** hereinafter called "Licensee."

WITNESSETH:

WHEREAS, Licensor owns an two easements for electric transmission lines in the West half of Section 11, Township 6 South, Range 93 West of the Sixth Principal Meridian as more particularly described in Book 489, Page 101 and Book 355, Page 568 in the Book of Property Records of Garfield County, State of Colorado, granted by A.C. Urquhart and Velma Urquhart to Colorado Ute Electric Association, Inc. as shown on Exhibit "B" attached hereto;

WHEREAS, Licensee has requested permission to construct, operate, maintain and repair a 40 foot hard surface drive within a 60 foot ROW and the placement of a berm structure across said easement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Licensor does hereby grant to Licensee a license to locate its facility as shown on Exhibit "A", attached hereto and made a part hereof subject to the following terms and conditions, to wit:

1. After construction is completed Licensee will furnish Licensor with a copy of Licensor's Drawing TP 127-2 of the Craig - Rifle 345 kV transmission line and Drawing 3307-202 of the Rifle - Meeker 138 kV transmission line with the 40 foot drive and berm structure shown and marked "as-built Exhibit 'A'". No future change of the "as-built" shall be made without written approval in advance from the Licensor. Said copy to be mailed to Licensor's Land and Land Rights Department, P.O. Box 33695, Denver, Colorado 80233.

2. It is understood and agreed that the Licensor is the owner of only a right-of-way easement in the above described property for the construction, operation, maintenance, and reconstruction of an electric transmission line, and that the Licensee, its successors and assigns, should obtain a conveyance from the fee owners of the property.

3. Licensor requires, and Licensee accepts, the following special conditions placed upon this License:

3.1 Licensee shall notify Tri-State's Dispatch Control Center no less than six business days (excluding weekends and holidays), before performing any excavation beneath the transmission line. The Dispatch Control Center can be contacted at (303) 452-6111,



result from the use of the said premises by Licensee, unless created and caused by the sole negligence of Licensor.

8. Licensee agrees to reimburse Licensor any and all costs, including reasonable attorneys' fees, involved in Licensor's exercise of its rights and responsibilities contained herein.

9. Upon abandonment of the use of the premises by Licensee, or the violation of any of the covenants hereof, the permission and right herein granted shall terminate. Upon such termination, Licensee shall promptly remove its facilities installed pursuant to this license upon written notice sent by Licensor. If Licensee should fail to promptly remove its facilities, Licensor may remove same at the sole expense of Licensee.

10. Licensee acknowledges that it has been fully advised by Licensor that electric conductors that are on and above the premises are not insulated and now conduct and transmit and will continue to conduct and transmit electric current. Licensee shall inform all of its employees, agents, contractors and other persons who enter upon the premises pursuant to the provisions of this License and the dangers involved.

IN WITNESS WHEREOF, this License has been executed the day and year first above written.

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

Licensor

WITNESS:

By: Robert E. Gemmer

By: 7 ER Knuth

Title: General Manager

Date: 11/12/99

WESTERN SLOPE DEVELOPMENT

Licensee

WITNESS:

By: Cathy Urban

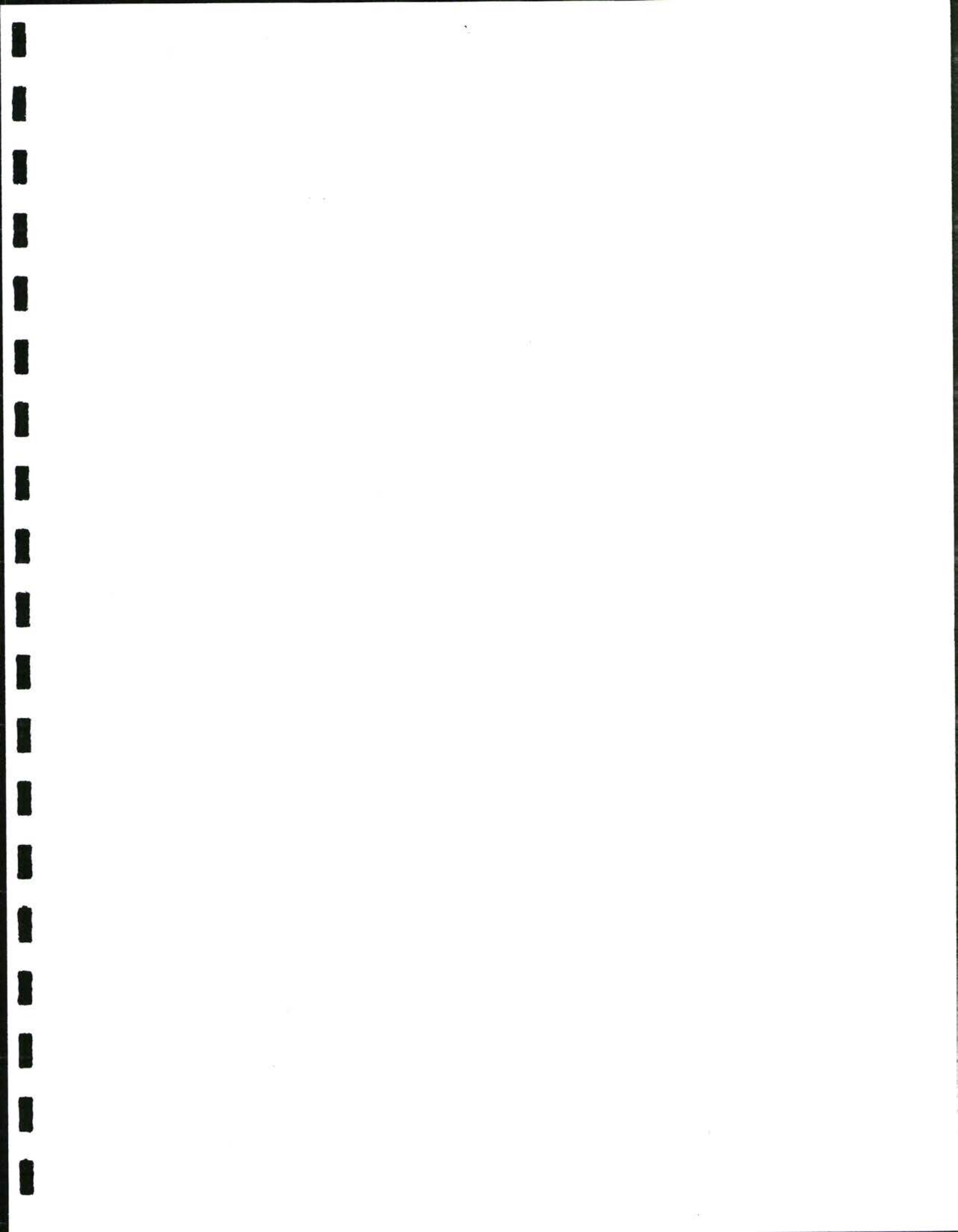
By: [Signature]

Title: TRAVEL MANAGER

Date: 11.8.99

My Commission expires  
10/20/2001





F. DRAINAGE

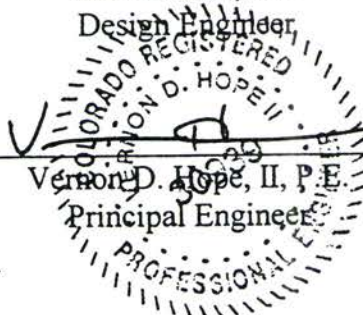


***DRAINAGE STUDY***  
***FOR THE***  
***POWERLINE PROFESSIONAL PARK***  
***GARFIELD COUNTY, COLORADO***

HCE JOB NUMBER: 99055.01

September 21, 1999

Eric P. Tuin, E.I.  
Design Engineer



Vernon D. Hope, II, P.E.  
Principal Engineer

FILE-k:\wp\99055\drainrpt.doc

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DRAINAGE PLAN 1

SUMMARY 1

DRAWINGS: Vicinity Map 8-1/2" x 11"  
S.C.S. Map 8-1/2" x 11"  
Flood Plain Study Map (Sheet C-39)

APPENDIX : Calculations for existing, proposed conditions

## INTRODUCTION

The proposed Powerline Professional Park is located in Garfield County, approximately one quarter mile east of Rifle. The property is adjacent to Spanglers Salvage Yard and Cottonwood mobile home park on the west, and a Gasmat Station and other miscellaneous development on the east. Undeveloped agricultural land is to the north of the site with Highway 6 & 24 on the west. The proposed 29.5 acre development consists of 8 commercial lots with Right-of-way access to all lots. Please see the enclosed map for the site location.

## MAJOR OFF-SITE BASINS

The major drainage basin near this project with an established 100-year floodplain is the Colorado River which flows to the south of the site, south of Highway 6 & 24. The Colorado River's floodplain has not been established by FEMA for this area, but a Flood Plain Study was conducted by the Department of the Army, Corps of Engineers in this area in 1982, revised July 1987. A copy of the pertinent area of the map is included with this study. According to this map, all of the area of the Powerline Professional Park is outside of the 100 year floodplain for the Colorado River, and all the proposed construction will be located out of the 100 year floodplain.

## HYDROLOGY

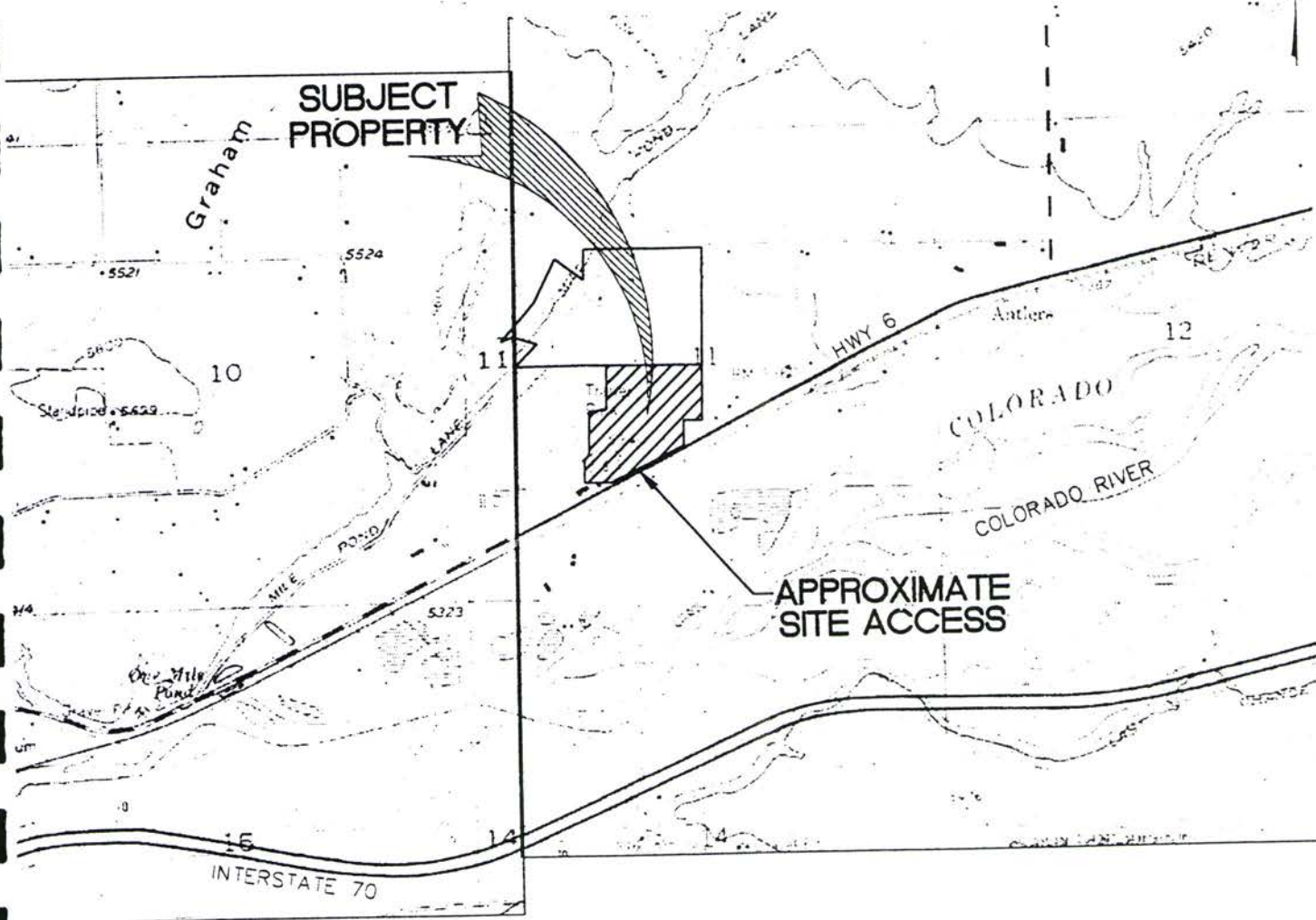
The hydrologic methods for this study are outlined in the Soil Conservation Service publication Procedures for Determining Peak Flows in Colorado (1980) and TR-55. Peak on-site flows in this area will be derived primarily from rainfall since the site is below 8000 feet in elevation. Therefore, the proposed drainage improvements should be adequate to handle on-site spring snowmelt runoff.

## DRAINAGE PLAN

The stormwater runoff from this site will be, in general, unconcentrated sheet flow on the proposed lots and runoff from the road, which will be captured by roadside ditches. The 25 and 100 year flows for the existing and proposed conditions are provided in the Appendix. Runoff from the lots will flow in swales or storm drains located between the lots in drainage easements or road easements. Detention has been calculated for the 100 year event assuming a 90 percent impervious area for the entire site. Detention will be required on each individual lot and the amount of detention for each lot is calculated based on the above assumption, and is shown in the appendix. A drainage study may be completed on each lot to determine detention if less development is planned on each lot than the assumed 90 percent impervious area. Grading around proposed buildings should provide positive drainage away from the buildings, and the finish floor elevation should be at least 1 foot above the established 100 year flood elevation. Please see the drainage and grading plan submitted with the Preliminary Plan application for additional information.

## SUMMARY

The increase in runoff due to the development will be detained before being released into the roadside ditch along Highway 6 & 24 as it does in the existing condition. All the drainage improvements proposed for the Powerline Professional Park are designed to mitigate the adverse impacts on the site and surrounding areas.



**VICINITY MAP**

SECTION 11, TOWNSHIP 6 S, RANGE 92 W, 6TH P.M.



**HIGH COUNTRY ENGINEERING, INC.**  
 923 COOPER AVENUE  
 GLENWOOD SPRINGS, CO 81601  
 (970) 945-8676

WESTERN SLOPE DEV.  
 GARFIELD COUNTY  
**POWERLINE PROF. PARK**  
 DRAINAGE STUDY

APPROX SCALE: 1" = 2000'

DES. SOE	CK.	SOE	FILE NO.	SHEET 1
DR. EPT	DATE	9-9-99	99055.01	OF

DRAIN

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
 POWERLINE PROFESSIONAL PARK 25 YR POST DEVELOPED  
 Rainfall Distribution ..... Type II  
 Ia/P Interpolation ..... On  
 Total Area ..... 28.0000 ac  
  
 Peak Time ..... 12.2000 hrs  
 Peak Flow ..... 36.6 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
0 SITE		28.0000	92	0.2634	0.0000	2.0

Support Data:

Subarea Name: SITE, Row: 1

Computed Shallow flow time .....> 0.2634 hrs

Messages:

Info: Time of Concentration rounded to 0.3000 hrs in row <1>.

\*\*\*\*\*

Total Time of Concentration .....> 0.2634 hrs

\*\*\*\*\*

Composite Runoff Curve Number Calculator

Description	Area (ac)	Curve Number
LANDSCAPE	2.8000	61
DEVELOPED	25.2000	98
Total Area	-----> 28.0000	94 <----- Weighted CN

Messages:

Info: Time of Concentration rounded to 0.3000 hrs in row <1>.



TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
 POWERLINE PROFESSIONAL PARK 100 YR PRE DEVELOPED  
 Rainfall Distribution ..... Type II  
 Ia/P Interpolation ..... On  
 Total Area ..... 28.0000 ac  
  
 Peak Time ..... 12.3000 hrs  
 Peak Flow ..... 7.8 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
SITE		28.0000	69	0.2634	0.0000	2.4
0						

Support Data:

Subarea Name: SITE, Row: 1

Computed Shallow flow time .....> 0.2634 hrs

Messages:

Info: Time of Concentration rounded to 0.3000 hrs in row <1>.

\*\*\*\*\*

Total Time of Concentration .....> 0.2634 hrs

\*\*\*\*\*

Messages:

Info: Time of Concentration rounded to 0.3000 hrs in row <1>.

TR-55 Tabular Hydrograph Method  
Input Summary

Description .....  
 POWERLINE PROFESSIONAL PARK 100 YR POST DEVELOPED  
 Rainfall Distribution ..... Type II  
 Ia/P Interpolation ..... On  
 Total Area ..... 28.0000 ac  
  
 Peak Time ..... 12.2000 hrs  
 Peak Flow ..... 47.3 cfs

Given Input Data:

Subarea Description	D/S Subareas	Area (ac)	CN	Tc (hrs)	Tt (hrs)	Rainfall (in)
0	SITE	28.0000	92	0.2634	0.0000	2.4

Support Data:

Subarea Name: SITE, Row: 1

Computed Shallow flow time .....> 0.2634 hrs

Messages:

Info: Time of Concentration rounded to 0.3000 hrs in row <1>.

\*\*\*\*\*

Total Time of Concentration .....> 0.2634 hrs

\*\*\*\*\*

Composite Runoff Curve Number Calculator

Description	Area (ac)	Curve Number
LANDSCAPE	2.8000	61
DEVELOPED	25.2000	98
Total Area	-----> 28.0000	94 <----- Weighted CN

Messages:

Info: Time of Concentration rounded to 0.3000 hrs in row <1>.

POWERLINE PROFESSIONAL PARK 100 YEAR DETENTION BASIN  
STORAGE VOLUME FOR ENTIRE SITE.

Basin Output

Pond Name .....	
Distribution Type .....	Type II
Frequency Type .....	100 years
Area .....	28.0000 ac
Peak Inflow .....	47.3 cfs
Peak Outflow .....	7.8 cfs
Runoff .....	1.6 in
Runoff Volume .....	162688.0 ft3
Storage Volume .....	79258.0 ft3 <---
Maximum Storage Elevation .....	0.0 ft



Detention Required = 79,258 cf

8 Lots - 29.505 Acres

	% of Side	Detention Required (CF)
Lot 1	= 10.8%	8560
Lot 2	= 9.7%	7688
Lot 3	= 9.6%	7609
Lot 4	= 10.0%	7926
Lot 5	= 14.4%	11,413
Lot 6	= 19.4%	15,376
Lot 7	= 12.7%	10,066
Lot 8	= 13.4%	10,621



POWERLINE PROFESSIONAL PARK  
TRAFFIC STUDY

PREPARED FOR:

WESTERN SLOPE DEVELOPMENT  
PO BOX 324  
SILT, CO 81652  
(970) 876-5242

PREPARED BY:

HIGH COUNTRY ENGINEERING, INC.  
923 COOPER AVENUE  
GLENWOOD SPRINGS, CO 81601  
(970) 945-8676

SEPTEMBER 7, 1999

JOB NUMBER 99055.01



# POWERLINE PROFESSIONAL PARK TRAFFIC STUDY

## INTRODUCTION

This traffic study for the Powerline Professional Park addresses the capacity, geometric, and traffic control requirements associated with a proposed commercial development located north of State Highway 6 (SH 6) approximately 2 miles east of Rifle, in Garfield County, Colorado. Please refer to Figure 1 for the vicinity map.

## EXISTING AND PROPOSED LAND USES

The 29± acre site is currently vacant and is being used for agricultural uses. The developer is proposing to develop the site into 8 commercial lots.

## SITE ACCESS

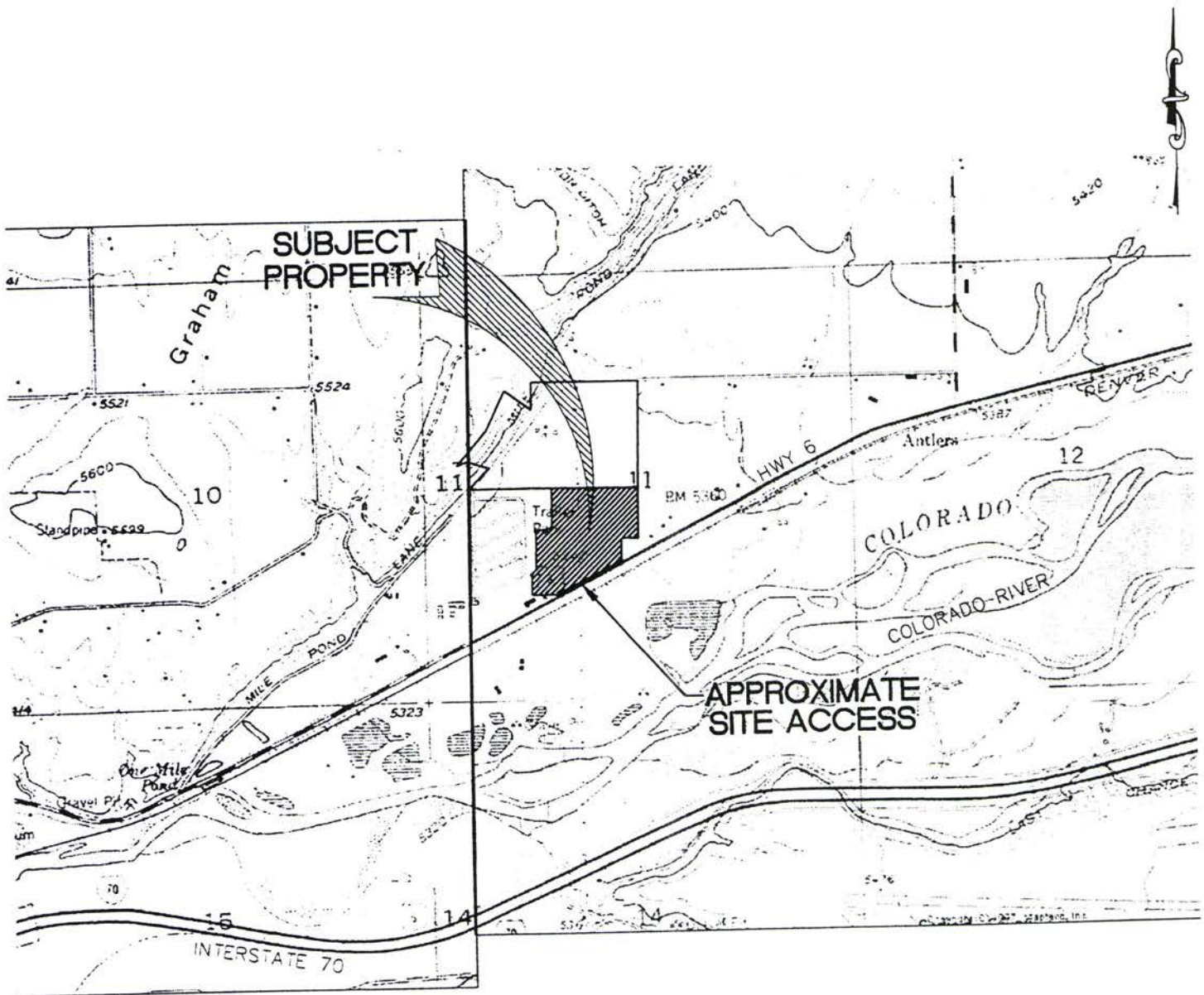
Access is proposed from SH 6. The development proposes one access point onto SH 6; please see Figure 1 for an approximate location of the access point. The existing SH 6 is a two-lane, 55 mph, east/west roadway, with no turning lanes provided except at the major intersections.

## SURROUNDING LAND USES

The surrounding land is being used for a variety of purposes. A trailer park exists to the west of the site, and a gravel pit to the south, with the Colorado River being just south of the gravel pit. To the east of the site there is generally open agricultural land with some small clusters of development. North of the site is agricultural land at this time.

## TRIP GENERATION

Trip generation was estimated using the Trip Generation Manual, 5th Edition. Table 1 shows the daily and peak hour trip generation for this development. A trip is defined as a one way vehicle movement from the origin to the destination. The origin or destination of a generated trip would be within the site area. Since there is only one general use for this site, the entire site was modeled using estimates for an industrial park.



VICINITY MAP

FIGURE 1



HIGH COUNTRY ENGINEERING, INC.  
 923 COOPER AVENUE  
 GLENWOOD SPRINGS, CO 81601  
 (970) 945-8676

Traffic

GARFIELD COUNTY  
 POWERLINE PROF. PARK  
 TRAFFIC STUDY  
 PRELIMINARY

DES. SOE	CK.	JDH	FILE NO.	SHEET 1
DR. EPT	DATE	9-3-99	99055.01	OF

<u>TRIP GENERATION</u>						
LAND USE	TOTAL LOTS	AVERAGE WEEKDAY TRIPS	AM PEAK		PM PEAK	
			TRIPS	TRIPS	TRIPS	TRIPS
			IN	OUT	IN	OUT
COMMERCIAL	8	1,761	202	30	51	192

TABLE 1

### TRIP DISTRIBUTION

The overall directional distribution of the site-generated traffic was based upon the existing travel patterns in the area and in consideration of trip attractions and productions in this area. Traffic distribution was based upon traffic counts taken on SH 6 from August 25, 1999 to September 1, 1999, by High Country Engineering, Inc. The counts taken indicate an approximate distribution of 50% East and 50% West, with slightly more traffic heading westbound. This distribution was applied to the proposed Powerline Professional Park intersection with SH 6.

### TRAFFIC VOLUMES AND TRIP ASSIGNMENT

Twenty-four hour traffic counts with AM and PM peaks were taken on SH 6 for 8 days at the approximate location of the Powerline Professional Park intersection. Count data is provided in Appendix A. The traffic data is displayed graphically in Figures 2 - 4.

Table 2 shows the level-of-service analysis results using the twenty-four hour traffic counts and AM and PM peaks for the proposed intersection. The analysis was performed using the "Highway Capacity Software" which is based on the equations and data contained within the "Highway Capacity Manual". Printouts of the software analysis results are provided in Appendix B. The intersection using today's traffic is operating at a LOS A and will continue to operate at LOS A during the PM peak. The PM peak hour using 2015 traffic will also operate at a LOS A. The LOS for SH 6 in front of Powerline Professional Park is operating at a LOS B in both the AM peak and PM peak for the existing traffic. For the 2015 traffic the highway will operate at a LOS C with the projected traffic volumes.



**LEVEL OF SERVICE SUMMARY**  
**POWERLINE PROFESSIONAL PARK**

		A.M. Peak Hour		P.M. Peak Hour	
		Intersection Delay (Seconds)	Level of Service	Intersection Delay (Seconds)	Level of Service
Powerline Intersection	Existing + Site Traffic	0.8	A	2.3	A
	2015 + Site Traffic	0.8	A	2.9	A

**TABLE 2**

Acceptable operation is defined as level of service D or better. Level of Service classifications are defined as follows:

**Level of Service A** - describes primarily free flow operation at average travel speeds usually about 90 percent of the free flow average speed. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Stopped delay at intersection is minimal.

**Level of Service B** - represents reasonably unimpeded operations at average travel speeds usually about 70 percent of the free flow speed. The ability to maneuver within the traffic stream is only slightly restricted and stopped delays are not bothersome. Drivers are not generally subjected to appreciable tension.

**Level of Service C** - represents stable operations. However, ability to maneuver and change lanes in mid block locations may be more restricted than in LOS B, and longer queues and/or adverse signal coordination may contribute to lower average travel speeds of about 50 percent of the average free flow speed. Motorists will experience an appreciable tension while driving.

**Level of Service D** - borders on a range which small increases in flow may cause substantial increases in approach delay and, hence, decrease in speed. This may be due to adverse signal progression, inappropriate signal timing, high volumes, or some combination of these. Average travel speeds are about 40 percent of free flow speed.

**Level of Service E** - is characterized by significant approach delays and average travel speeds on one-third free flow speed or lower. Such operations are caused by some combination or adverse progression, high signal density, extensive queuing at critical intersections, and inappropriate signal timing.

**Level of Service F** - characterizes flow at extremely low speeds below one-third to one-quarter of the free flow speed. Intersection congestion is likely at critical locations, with high approach delays resulting. Adverse progression is frequently a contributor to this condition.

(The definitions above were paraphrased from the "Highway Capacity Manual".)

### **Trip Assignment**

Combining the results of the trip distribution and trip generation develops trip assignment. Due to the nature of the project, only short range trip assignments were performed. It is most likely that this project will be completely developed prior to the typical long term (20 years) period. Therefore, the roadways within the project should be developed to handle complete build out of the project at this time.

Figure 4 shows the fully developed peak hour traffic for the intersection. The traffic generated by the site combined with the existing traffic determines the total traffic at the intersection.

### **TRANSPORTATION IMPACTS**

Table 2 shows the level of service for each of the intersections based on a complete build out of the project. Computer printouts are provided in Appendix B.

### **RECOMMENDATIONS**

This study analyzed the traffic generated by the proposed Powerline Professional Park and its impacts on the proposed and existing transportation infrastructure. The internal intersections within the Powerline Professional Park will not have enough traffic to require any significant traffic controls.

As can be seen from Table 2 that the Powerline Professional Park / Hwy 6 intersection will be operating at above acceptable standards as an unsignalized intersection. Signalizing this intersection is not necessary at this time, unless traffic is significantly increased on SH 6. In conclusion, the proposed intersection with SH 6 does not significantly impact the flow of traffic on SH 6.

STATE HIGHWAY 6  
 PROPOSED INTERSECTION  
 DAILY TRAFFIC  
 EXISTING CONDITIONS

PROPOSED ENTRANCE

201  
 (229) ↓  
 159  
 (182) ↑

STATE HIGHWAY 6

2339

2101

TOTAL AVERAGE WEEKDAY TRAFFIC ON SH 6 = 4,440

LEGEND

- 2101 AVERAGE DAILY TRAFFIC
- $\frac{7}{(3)}$  = A.M. PEAK-HOUR TRAFFIC  
 P.M. PEAK- HOUR TRAFFIC

FIGURE 2



HIGH COUNTRY ENGINEERING, INC.  
 923 COOPER AVENUE  
 GLENWOOD SPRINGS, CO 81601  
 (970) 945-8676

Traffic

GARFIELD COUNTY  
 POWERLINE PROF. PARK  
 TRAFFIC STUDY  
 PRELIMINARY

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STATE HIGHWAY 6  
 PROPOSED INTERSECTION  
 POWERLINE PROFESSIONAL PARK  
 DIRECTIONAL PERCENTAGE  
 AND PROJECT GENERATED TRAFFIC

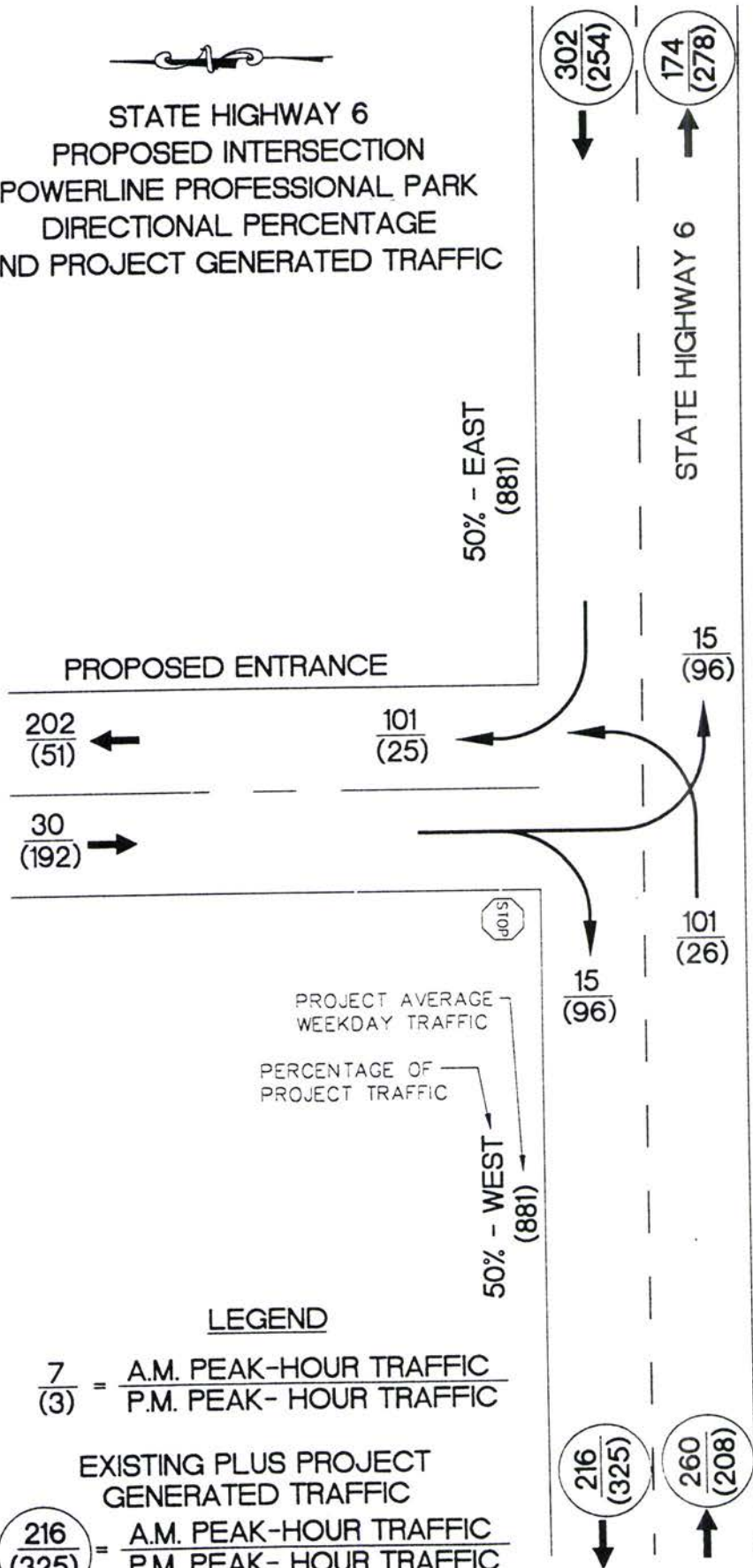


FIGURE 3



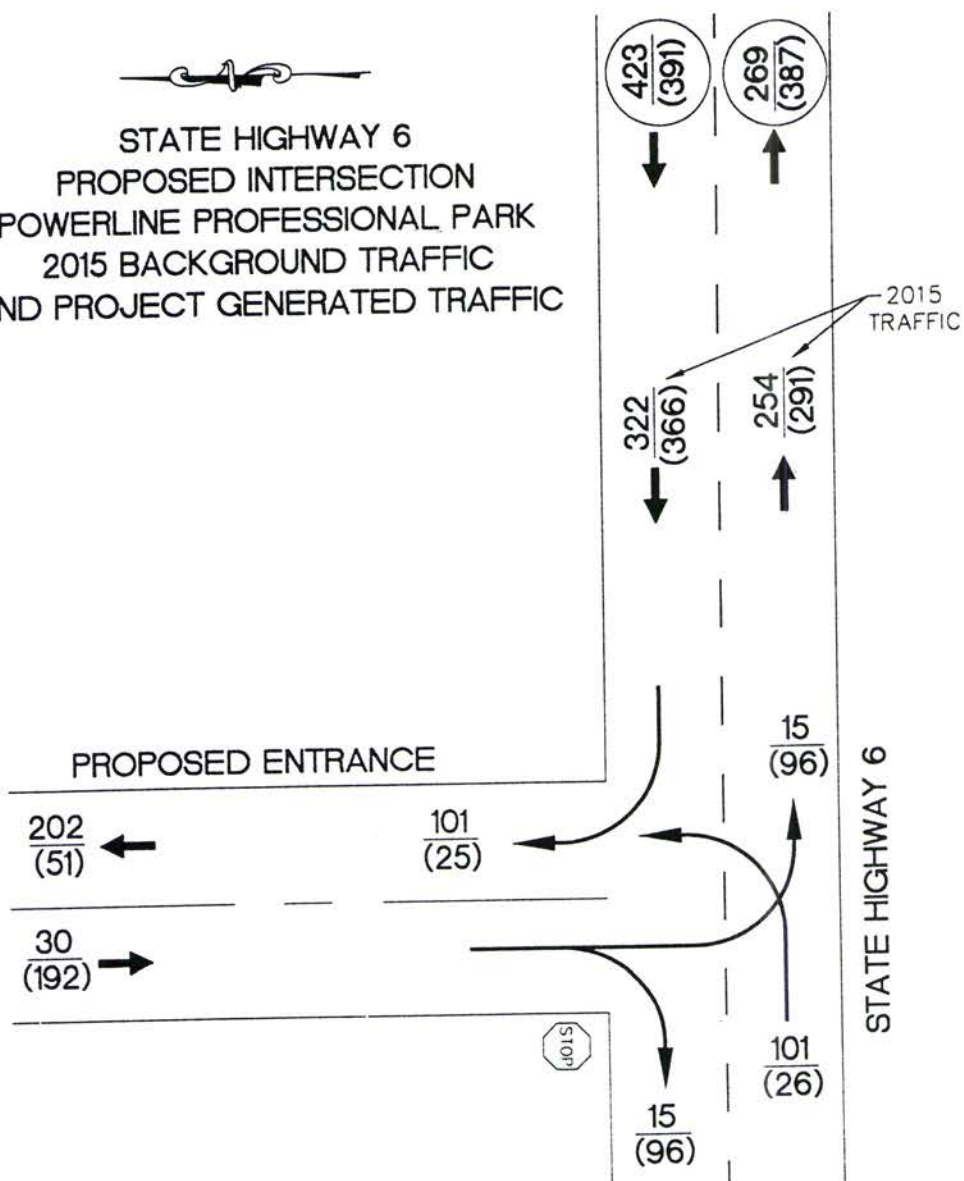
HIGH COUNTRY ENGINEERING, INC.  
 923 COOPER AVENUE  
 GLENWOOD SPRINGS, CO 81601  
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Traffic

GARFIELD COUNTY  
 POWERLINE PROF. PARK  
 TRAFFIC STUDY  
 PRELIMINARY

DES. SOE	CK. JDH	FILE NO.	SHEET 1
DR. EPT	DATE 9-3-99	99055.01	OF

STATE HIGHWAY 6  
 PROPOSED INTERSECTION  
 POWERLINE PROFESSIONAL PARK  
 2015 BACKGROUND TRAFFIC  
 AND PROJECT GENERATED TRAFFIC



LEGEND

$\frac{7}{(3)}$  = A.M. PEAK-HOUR TRAFFIC / P.M. PEAK-HOUR TRAFFIC

2015 TRAFFIC PLUS PROJECT GENERATED TRAFFIC

$\frac{216}{(325)}$  = A.M. PEAK-HOUR TRAFFIC / P.M. PEAK-HOUR TRAFFIC

NOTE: 2015 BACKGROUND TRAFFIC IS EXISTING TRAFFIC TIMES 1.6 GROWTH FACTOR SHOWN IN THE CDOT TRAFFIC DATA REPORT.

FIGURE 4



HIGH COUNTRY ENGINEERING, INC.  
 923 COOPER AVENUE  
 GLENWOOD SPRINGS, CO 81601  
 (970) 945-8676

GARFIELD COUNTY  
 POWERLINE PROF. PARK  
 TRAFFIC STUDY  
 PRELIMINARY

DES. SOE	CK.	JDH	FILE NO.	SHEET 1
DR. EPT	DATE	9-3-99	99055.01	OF

Traffic

APPENDIX A



Project Lawrence Prof. Park Job No. 99055 01  
 By epf Date 3-3-99 Ck'd by \_\_\_\_\_ Date \_\_\_\_\_  
 Subject Traffic Page 2 of 2

EVOTIC TRAFFIC SUMMARY FROM HWY 6 COUNTERS

Westbound - Weekday

Avg Daily Traffic = 2339 veh  
 A.M. Peak Hour = 201 veh - 7:30 → 8:30  
 P.M. Peak Hour = 229 veh - 5:00 → 6:00

Weekend

Avg Daily Traffic = 2168 veh  
 A.M. Peak Hour = 152 veh  
 P.M. Peak Hour = 154 veh

Eastbound - Weekday

Avg Daily Traffic = 3101 V  
 A.M. Peak Hour = 159 V - 6:45 → 7:45  
 P.M. Peak Hour = 182 V - 3:15 → 4:15

Weekend

Avg Daily Traffic = 1748 V  
 A.M. Peak Hour = 157 V  
 P.M. Peak Hour = 141 V



Project Frontline Professional Job No. 99055.01

By EPT Date 9-3-99 Ck'd by \_\_\_\_\_ Date \_\_\_\_\_

Subject Traffic Page 1 of 2

<u>TRIP GENERATION</u>			
Industrial Park - 130 -	- 28 Acres ±		
AVTE vs. Acres on a weekly A.M. Peak Hour			- P. 147.14
28 AC	Avg RATE 8.29	87% ENTER - 13% exit $28 \times 8.29 = \underline{232 \text{ VTE}}$	
<u>P.M. Peak Hour</u>			- P. 148
Avg Rate = 8.67 * 28 = <u>243 VTE</u>			
81% Enter - 19% Exit			
<u>Saturday Peak Hour</u>			- P. 149
Avg Rate = 4.71 * 28 = <u>132 VTE</u>			
- 32% enter 68% exit			
Average weekly Traffic =			- P. 144
Rate = 6290 * 28 = <u>1761 VTE</u>			
<u>Distribution</u>			
A.M. Peak	232 VTE	- 505 ENTER = 30 exit	
P.M. Peak	243 VTE	- 51 ENTER = 192 exit	



# Volume Count Report

Generated by MSC3000 Version 2.01 Copyright 1990-1992 Mitron Systems Corporation

Location ..... Powerline Prof Park Hwy 6 Eastbound Vol  
 Location Code ..... 90552  
 County ..... Garfield  
 Recorder Set ..... 08/25/99 13:42  
 Recording Start ... 08/25/99 14:00  
 Recording End ..... 09/02/99 15:15  
 Sample Time ..... 15 Minutes  
 Operator Number ... 4  
 Machine Number .... 1  
 Channel ..... 1  
 Divide By ..... 2  
 Summation ..... No  
 Two-Way ..... Yes

## Wednesday 08/25/99 Channel: 1 Direction: E

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
126	155	134	153	121	100	102	55	29	8	9	7	8	1	20	96	127	160	129	102	105	84	129	114	2074
38	25	45	31	23	32	24	12	7	2	5	2	0	0	4	20	20	45	37	32	22	15	35	30	
36	38	23	43	34	31	29	17	13	3	1	1	2	0	3	22	35	33	33	30	26	25	34	29	
23	44	29	39	32	19	28	14	4	1	2	0	5	1	6	29	27	42	29	17	24	17	29	29	
29	48	37	40	32	18	21	12	5	2	1	4	1	0	7	25	45	40	30	23	33	27	31	26	

AM Peak Hour ..... 06:45 to 07:45 (165 vehicles)  
 AM Peak Hour Factor ..... 91.7%  
 PM Peak Hour ..... 15:15 to 16:15 (175 vehicles)  
 PM Peak Hour Factor ..... 91.1%

## Thursday 08/26/99 Channel: 1 Direction: E

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
130	169	142	140	137	110	81	47	36	11	4	11	3	13	27	71	135	138	131	131	120	108	159	138	2192
32	28	35	32	31	23	20	15	19	3	0	1	1	1	5	11	19	31	31	30	22	33	53	42	
41	35	33	32	38	33	23	12	7	3	1	4	0	4	1	23	43	37	39	30	28	20	38	38	
26	50	43	37	37	24	16	10	7	3	1	4	1	0	7	24	32	33	26	35	37	24	33	31	
31	56	31	39	31	30	22	10	3	2	2	2	1	8	14	13	41	37	35	36	33	31	35	27	

AM Peak Hour ..... 06:15 to 07:15 (147 vehicles)  
 AM Peak Hour Factor ..... 85.5%  
 PM Peak Hour ..... 15:15 to 16:15 (176 vehicles)  
 PM Peak Hour Factor ..... 78.6%

Friday 08/27/99 Channel: 1 Direction: E

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
139	184	156	185	137	109	66	57	34	33	15	15	8	1	9	17	35	92	79	115	168	159	167	155	2135
31	38	42	57	45	20	22	18	11	6	4	1	6	0	3	3	4	17	15	29	46	32	31	43	
37	34	32	35	40	36	13	9	9	1	1	6	1	1	2	5	7	25	21	28	38	34	42	35	
38	50	40	52	31	27	20	16	4	11	4	6	1	0	3	4	9	26	23	26	42	43	48	33	
33	62	42	41	21	26	11	14	10	15	6	2	0	0	1	5	15	24	20	32	42	50	46	44	

AM Peak Hour ..... 10:00 to 11:00 (168 vehicles)  
 AM Peak Hour Factor ..... 91.3%  
 PM Peak Hour ..... 15:15 to 16:15 (188 vehicles)  
 PM Peak Hour Factor ..... 75.8%

Saturday 08/28/99 Channel: 1 Direction: E

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
129	116	110	105	107	94	70	58	47	31	13	10	16	5	1	11	15	34	41	82	107	150	137	140	1629
37	24	24	31	30	25	21	15	13	7	5	5	0	2	0	2	3	7	3	21	20	44	31	37	
27	20	31	27	28	27	19	16	8	10	1	1	5	0	0	2	1	13	12	21	27	32	33	37	
26	45	29	23	24	26	13	15	14	11	3	2	9	1	0	5	3	7	12	20	30	36	36	32	
39	27	26	24	25	16	17	12	12	3	4	2	2	2	1	2	8	7	14	20	30	38	37	34	

AM Peak Hour ..... 11:00 to 12:00 (150 vehicles)  
 AM Peak Hour Factor ..... 85.2%  
 PM Peak Hour ..... 12:30 to 13:30 (147 vehicles)  
 PM Peak Hour Factor ..... 99.3%

Sunday 08/29/99 Channel: 1 Direction: E

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
125	109	111	116	84	85	55	52	24	13	3	0	3	2	17	81	130	154	125	123	108	105	123	119	1867
28	37	26	27	25	19	17	14	9	4	1	0	0	0	1	13	26	29	34	38	33	18	34	29	
43	22	24	27	24	23	12	16	7	4	0	0	0	1	5	20	22	40	35	33	29	33	29	29	
24	28	32	34	19	23	13	10	6	3	0	0	2	0	1	25	33	45	29	33	25	23	25	33	
30	22	29	28	16	20	13	12	2	2	2	0	1	1	10	23	49	40	27	19	21	31	35	28	

AM Peak Hour ..... 06:45 to 07:45 (163 vehicles)  
 AM Peak Hour Factor ..... 83.2%  
 PM Peak Hour ..... 14:15 to 15:15 (134 vehicles)  
 PM Peak Hour Factor ..... 77.9%

Monday 08/30/99 Channel: 1 Direction: E

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
134	175	170	152	128	106	62	47	27	3	2	5	5	2	26	80	129	150	118	95	114	110	135	103	2078
42	31	53	36	25	29	19	10	10	0	1	2	2	0	1	11	15	31	33	30	28	28	41	26	
35	35	36	33	35	26	16	11	5	1	0	1	1	0	2	17	30	37	30	20	36	32	24	29	
22	53	43	41	28	24	15	17	7	1	1	0	2	1	8	29	38	40	28	19	31	24	35	18	
35	56	38	42	40	27	12	9	5	1	0	2	0	1	15	23	46	42	27	26	19	26	35	30	

AM Peak Hour ..... 06:45 to 07:45 (154 vehicles)  
 AM Peak Hour Factor ..... 83.7%  
 PM Peak Hour ..... 15:30 to 16:30 (198 vehicles)  
 PM Peak Hour Factor ..... 88.4%

Tuesday 08/31/99 Channel: 1 Direction: E

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
125	164	133	162	130	97	93	48	34	6	3	6	5	9	22	71	111	146	137	104	91	94	132	123	2046
33	25	33	42	44	23	29	11	13	2	1	0	0	4	1	12	22	36	38	22	22	26	33	29	
22	34	33	33	30	26	21	14	10	2	0	4	0	0	3	18	27	42	44	23	23	23	36	22	
34	54	34	38	35	20	24	17	5	2	2	1	3	4	14	20	32	31	29	39	17	16	28	35	
36	51	33	49	21	28	19	6	6	0	0	1	2	1	4	21	30	37	26	20	29	29	35	37	

AM Peak Hour ..... 07:30 to 08:30 (150 vehicles)  
 AM Peak Hour Factor ..... 85.2%  
 PM Peak Hour ..... 15:15 to 16:15 (172 vehicles)  
 PM Peak Hour Factor ..... 79.6%

Wednesday 09/01/99 Channel: 1 Direction: E

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
125	151	166	147	132	86	88	42	30	9	8	2	10	9	20	74	115	170	145	95	105	127	126	96	2078
25	26	52	45	39	31	18	10	9	3	0	1	1	2	3	9	16	38	35	23	26	25	43	21	
33	30	36	39	40	19	27	12	6	2	4	1	5	5	4	22	35	36	37	19	26	31	22	29	
30	42	44	27	23	17	29	9	4	3	1	0	4	1	7	26	32	39	35	30	24	36	33	26	
37	53	34	36	30	19	14	11	11	1	3	0	0	1	6	17	32	57	38	23	29	35	28	20	

AM Peak Hour ..... 07:00 to 08:00 (170 vehicles)  
 AM Peak Hour Factor ..... 74.6%  
 PM Peak Hour ..... 15:45 to 16:45 (185 vehicles)  
 PM Peak Hour Factor ..... 87.3%

# Volume Count Report

Generated by MSC3000 Version 2.01 Copyright 1990-1992 Mitron Systems Corporation

Location ..... Powerline Prof Park Hwy 6 Westbound Vol  
 Location Code ..... 90554  
 County ..... Garfield  
 Recorder Set ..... 08/25/99 13:42  
 Recording Start ... 08/25/99 14:00  
 Recording End ..... 09/02/99 15:15  
 Sample Time ..... 15 Minutes  
 Operator Number ... 4  
 Machine Number .... 1  
 Channel ..... 2  
 Divide By ..... 2  
 Summation ..... No  
 Two-Way ..... Yes

## Wednesday 08/25/99 Channel: 2 Direction: W

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
134	148	198	234	209	140	91	46	27	13	4	6	6	4	12	33	66	183	153	105	138	125	156	110	2341
30	33	49	59	59	41	23	9	3	3	0	1	5	1	0	5	9	22	43	26	32	30	46	24	
40	27	49	56	49	29	21	14	9	0	3	1	0	2	1	6	8	39	42	26	37	43	42	30	
31	61	52	52	44	37	21	13	9	6	1	3	0	1	7	8	30	43	32	19	38	28	30	24	
33	27	48	67	57	33	26	10	6	4	0	1	1	0	4	14	19	79	36	34	31	24	38	32	

AM Peak Hour ..... 07:30 to 08:30 (207 vehicles)  
 AM Peak Hour Factor ..... 65.5%  
 PM Peak Hour ..... 17:00 to 18:00 (234 vehicles)  
 PM Peak Hour Factor ..... 87.3%

## Thursday 08/26/99 Channel: 2 Direction: W

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
140	153	206	222	205	149	78	53	28	13	8	5	2	6	5	28	75	177	156	146	128	166	165	152	2466
33	29	28	64	63	43	26	17	8	6	3	1	0	4	1	1	23	15	48	32	29	34	41	53	
30	40	63	43	43	46	15	14	7	3	3	0	1	1	2	7	8	28	36	30	29	33	47	31	
31	42	63	62	51	29	20	10	6	0	0	4	1	0	0	6	20	54	33	35	33	52	38	29	
46	42	52	53	48	31	17	12	7	4	2	0	0	1	2	14	24	80	39	49	37	47	39	39	

AM Peak Hour ..... 07:30 to 08:30 (218 vehicles)  
 AM Peak Hour Factor ..... 68.1%  
 PM Peak Hour ..... 16:15 to 17:15 (242 vehicles)  
 PM Peak Hour Factor ..... 94.5%

Friday 08/27/99 Channel: 2 Direction: W

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
166	152	210	202	229	144	108	75	43	25	18	8	7	4	11	19	42	93	112	138	158	186	134	146	2430
41	39	64	64	53	46	28	15	10	4	10	2	2	0	1	2	9	18	22	35	37	53	38	47	
40	21	55	48	64	31	32	22	10	7	0	3	2	2	3	7	7	16	35	37	33	47	32	32	
49	42	48	45	55	35	27	17	13	9	4	2	2	2	5	4	13	26	26	31	34	42	32	41	
36	50	43	45	57	32	21	21	10	5	4	1	1	0	2	6	13	33	29	35	54	44	32	26	

AM Peak Hour ..... 10:45 to 11:45 (196 vehicles)  
 AM Peak Hour Factor ..... 90.7%  
 PM Peak Hour ..... 18:00 to 19:00 (229 vehicles)  
 PM Peak Hour Factor ..... 89.5%

Saturday 08/28/99 Channel: 2 Direction: W

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
124	162	143	144	137	97	90	64	36	31	22	8	12	9	7	10	15	41	79	126	135	133	137	143	1905
35	40	43	39	32	30	24	19	15	15	7	1	3	4	0	1	2	6	16	30	31	29	33	37	
30	40	26	32	32	20	22	16	6	3	7	1	3	0	6	2	3	6	18	35	48	30	39	31	
31	34	33	40	47	17	32	10	9	9	3	3	5	4	0	3	5	14	18	30	30	38	32	36	
28	48	41	33	26	30	12	19	6	4	5	3	1	1	1	4	5	15	27	31	26	36	33	39	

AM Peak Hour ..... 09:30 to 10:30 (140 vehicles)  
 AM Peak Hour Factor ..... 72.9%  
 PM Peak Hour ..... 15:15 to 16:15 (165 vehicles)  
 PM Peak Hour Factor ..... 85.9%

Sunday 08/29/99 Channel: 2 Direction: W

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
120	100	119	128	115	93	81	40	27	14	6	4	5	0	10	32	51	149	132	130	116	124	138	143	1877
32	26	25	29	33	31	20	11	8	5	2	2	3	0	2	4	11	22	33	25	32	25	38	36	
28	20	29	35	30	24	26	8	9	5	2	0	0	0	2	5	7	29	33	37	33	25	42	37	
30	23	30	35	25	20	21	12	8	2	1	2	2	0	3	11	17	44	29	27	32	36	34	35	
30	31	35	29	27	18	14	9	2	2	1	0	0	0	3	12	16	54	37	41	19	38	24	35	

AM Peak Hour ..... 07:30 to 08:30 (164 vehicles)  
 AM Peak Hour Factor ..... 75.9%  
 PM Peak Hour ..... 13:00 to 14:00 (143 vehicles)  
 PM Peak Hour Factor ..... 96.6%

Monday 08/30/99 Channel: 2 Direction: W

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
144	172	196	212	195	119	84	47	14	10	5	3	2	7	8	23	51	144	149	130	127	140	116	136	2234
36	44	46	52	59	25	22	15	7	2	1	1	0	1	1	2	10	14	43	27	30	42	31	35	
41	40	56	61	47	40	22	14	3	5	0	0	1	0	4	4	7	26	41	35	30	28	28	32	
36	40	49	54	45	31	21	10	1	1	2	1	1	3	2	10	14	45	27	42	39	30	27	38	
31	48	45	45	44	23	19	8	3	2	2	1	0	3	1	7	20	59	38	26	28	40	30	31	

AM Peak Hour ..... 07:30 to 08:30 (188 vehicles)  
 AM Peak Hour Factor ..... 79.7%  
 PM Peak Hour ..... 17:15 to 18:15 (219 vehicles)  
 PM Peak Hour Factor ..... 89.8%

Tuesday 08/31/99 Channel: 2 Direction: W

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
159	139	198	220	192	137	79	55	34	12	8	5	6	9	5	27	57	151	162	106	136	119	128	131	2275
33	37	42	63	59	38	24	23	8	5	1	1	2	1	1	3	13	17	45	17	30	26	29	31	
40	22	45	58	47	36	24	13	12	2	3	1	1	5	2	5	8	28	36	33	39	40	39	37	
38	33	63	51	53	29	18	10	9	5	2	2	1	1	1	7	13	44	32	27	35	32	23	23	
48	47	48	48	33	34	13	9	5	0	2	1	2	2	1	12	23	62	49	29	32	21	37	40	

AM Peak Hour ..... 07:30 to 08:30 (187 vehicles)  
 AM Peak Hour Factor ..... 75.4%  
 PM Peak Hour ..... 16:30 to 17:30 (232 vehicles)  
 PM Peak Hour Factor ..... 92.1%

Wednesday 09/01/99 Channel: 2 Direction: W

1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	Totals
149	167	189	218	193	122	68	57	29	11	12	5	8	9	9	15	56	172	163	121	123	142	127	121	2286
38	31	51	58	48	44	20	11	9	3	1	2	3	3	0	1	6	28	60	26	26	41	27	39	
30	42	41	59	60	36	25	26	5	2	2	2	1	2	4	2	14	27	33	32	34	39	42	25	
37	40	57	53	40	16	15	14	8	5	5	1	3	2	2	4	14	39	34	28	37	33	32	25	
44	54	40	48	45	26	8	6	7	1	4	0	1	2	3	8	22	78	36	35	26	29	26	32	

AM Peak Hour ..... 07:30 to 08:30 (210 vehicles)  
 AM Peak Hour Factor ..... 57.3%  
 PM Peak Hour ..... 17:00 to 18:00 (218 vehicles)  
 PM Peak Hour Factor ..... 92.4%

**APPENDIX B**

File Name ..... PPP\_AM.HCO  
 Streets: (N-S) POWERLINE INTERSECT (E-W) HWY 6  
 Major Street Direction.... EW  
 Length of Time Analyzed... 60 (min)  
 Analyst..... EPT  
 Date of Analysis..... 9/7/99  
 Other Information..... POWERLINE PROFESSIONAL PARK INTERSECTION AM PEAK HOUR  
 LOS  
 Two-way Stop-controlled Intersection

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0>	1	0	0	1<	0	0	0	0	0>	0<	0
Stop/Yield			N			N						
Volumes	101	174			216	101				15		15
PHF	.95	.95			.95	.95				.95		.95
Grade		0			0			0			0	
MC's (%)	0	0			0	0				0		0
SU/RV's (%)	0	0			0	0				0		0
CV's (%)	0	0			0	0				0		0
PCE's	1.1	1.1			1.1	1.1				1.1		1.1

Adjustment Factors

Vehicle Maneuver	Critical Gap (tg)	Follow-up Time (tf)
Left Turn Major Road	5.00	2.10
Right Turn Minor Road	5.50	2.60
Through Traffic Minor Road	6.00	3.30
Left Turn Minor Road	6.50	3.40

WorkSheet for TWSC Intersection

Step 1: RT from Minor Street NB SB



```

-----
Conflicting Flows: (vph)                266
Potential Capacity: (pcph)             1015
Movement Capacity: (pcph)              1015
Prob. of Queue-free State:             0.98
-----

```

```

Step 2: LT from Major Street           WB           EB
-----

```

```

Conflicting Flows: (vph)                317
Potential Capacity: (pcph)             1211
Movement Capacity: (pcph)              1211
Prob. of Queue-free State:             0.90
TH Saturation Flow Rate: (pcphpl)     1700
RT Saturation Flow Rate: (pcphpl)
Major LT Shared Lane Prob.
of Queue-free State:                   0.89
-----

```

```

Step 4: LT from Minor Street           NB           SB
-----

```

```

Conflicting Flows: (vph)                542
Potential Capacity: (pcph)             514
Major LT, Minor TH
Impedance Factor:                      0.89
Adjusted Impedance Factor:             0.89
Capacity Adjustment Factor
due to Impeding Movements              0.89
Movement Capacity: (pcph)              458
-----

```

Intersection Performance Summary

Movement	FlowRate v (pcph)	MoveCap Cm (pcph)	SharedCap Csh (pcph)	Avg.Total Delay	LOS	Delay By App
SB L	18	458 >		>	>	
SB R	18	1015 >	631	6.1	B	6.1
EB L	117	1211		3.3	A	1.2

Intersection Delay = 0.8

Center For Microcomputers In Transportation

HCS: Unsignalized Intersection Release 2.1 Page 1  
 \*\*\*\*\*

File Name ..... PPP\_PM.HC0  
 Streets: (N-S) POWERLINE INTERSECT (E-W) HWY 6  
 Major Street Direction.... EW  
 Length of Time Analyzed... 60 (min)  
 Analyst..... EPT  
 Date of Analysis..... 9/7/99  
 Other Information..... POWERLINE PROFESSIONAL PARK INTERSECTION PM PEAK HOUR  
 LOS  
 Two-way Stop-controlled Intersection

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0>	1	0	0	1<	0	0	0	0	0>	0<	0
Stop/Yield			N			N						
Volumes	26	278		325	25					96		96
PHF	.95	.95		.95	.95					.95		.95
Grade		0		0			0				0	
MC's (%)	0	0		0	0					0		0
SU/RV's (%)	0	0		0	0					0		0
CV's (%)	0	0		0	0					0		0
PCE's	1.1	1.1		1.1	1.1					1.1		1.1

Adjustment Factors

Vehicle Maneuver	Critical Gap (tg)	Follow-up Time (tf)
Left Turn Major Road	5.00	2.10
Right Turn Minor Road	5.50	2.60
Through Traffic Minor Road	6.00	3.30
Left Turn Minor Road	6.50	3.40

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HCS: Unsignalized Intersection Release 2.1 Page 2  
 \*\*\*\*\*

WorkSheet for TWSC Intersection

-----  
 Step 1: RT from Minor Street NB SB

```

-----
Conflicting Flows: (vph)                338
Potential Capacity: (pcph)             933
Movement Capacity: (pcph)             933
Prob. of Queue-free State:            0.88
-----
Step 2: LT from Major Street           WB           EB
-----
Conflicting Flows: (vph)                350
Potential Capacity: (pcph)             1168
Movement Capacity: (pcph)             1168
Prob. of Queue-free State:            0.97
TH Saturation Flow Rate: (pcphpl)     1700
RT Saturation Flow Rate: (pcphpl)
Major LT Shared Lane Prob.
  of Queue-free State:                0.97
-----
Step 4: LT from Minor Street           NB           SB
-----
Conflicting Flows: (vph)                642
Potential Capacity: (pcph)             450
Major LT, Minor TH
  Impedance Factor:                    0.97
Adjusted Impedance Factor:            0.97
Capacity Adjustment Factor
  due to Impeding Movements           0.97
Movement Capacity: (pcph)             436
-----

```

Intersection Performance Summary

Movement	FlowRate v (pcph)	MoveCap Cm (pcph)	SharedCap Csh (pcph)	Avg.Total Delay	LOS	Delay By App
SB L	111	436 >		>	>	
SB R	111	933 >	594	9.7	B	9.7
EB L	30	1168		3.2	A	0.3

Intersection Delay = 2.3

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HCS: Unsignalized Intersection Release 2.1 Page 1  
 \*\*\*\*\*

File Name ..... PPP2015A.HCO  
 Streets: (N-S) POWERLINE INTERSECT (E-W) HWY 6  
 Major Street Direction.... EW  
 Length of Time Analyzed... 60 (min)  
 Analyst..... EPT  
 Date of Analysis..... 9/7/99  
 Other Information..... POWERLINE PROFESSIONAL PARK INTERSECTION 2015 AM PEAK  
 HOUR LOS  
 Two-way Stop-controlled Intersection

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0>	1	0	0	1<	0	0	0	0	0>	0<	0
Stop/Yield			N			N						
Volumes	101	269			337	101				15		15
PHF	.95	.95			.95	.95				.95		.95
Grade		0			0			0			0	
MC's (%)	0	0			0	0				0		0
SU/RV's (%)	0	0			0	0				0		0
CV's (%)	0	0			0	0				0		0
PCE's	1.1	1.1			1.1	1.1				1.1		1.1

Adjustment Factors

Vehicle Maneuver	Critical Gap (tg)	Follow-up Time (tf)
Left Turn Major Road	5.00	2.10
Right Turn Minor Road	5.50	2.60
Through Traffic Minor Road	6.00	3.30
Left Turn Minor Road	6.50	3.40

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HCS: Unsignalized Intersection Release 2.1 Page 2  
 \*\*\*\*\*

WorkSheet for TWSC Intersection

-----  
 Step 1: RT from Minor Street NB SB

Center For Microcomputers In Transportation

HCS: Unsignalized Intersection Release 2.1 Page 1

\*\*\*\*\*

File Name ..... PPP2015P.HC0  
 Streets: (N-S) POWERLINE INTERSECT (E-W) HWY 6  
 Major Street Direction.... EW  
 Length of Time Analyzed... 60 (min)  
 Analyst..... EPT  
 Date of Analysis..... 9/7/99  
 Other Information..... POWERLINE PROFESSIONAL PARK INTERSECTION 2015 PM PEAK  
 HOUR LOS  
 Two-way Stop-controlled Intersection

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0>	1	0	0	1<	0	0	0	0	0>	0<	0
Stop/Yield			N			N						
Volumes	26	387		462	25					96		96
PHF	.95	.95		.95	.95					.95		.95
Grade		0		0			0				0	
MC's (%)	0	0		0	0					0		0
SU/RV's (%)	0	0		0	0					0		0
CV's (%)	0	0		0	0					0		0
PCE's	1.1	1.1		1.1	1.1					1.1		1.1

Adjustment Factors

Vehicle Maneuver	Critical Gap (tg)	Follow-up Time (tf)
Left Turn Major Road	5.00	2.10
Right Turn Minor Road	5.50	2.60
Through Traffic Minor Road	6.00	3.30
Left Turn Minor Road	6.50	3.40

Center For Microcomputers In Transportation

HCS: Unsignalized Intersection Release 2.1 Page 2

\*\*\*\*\*

WorkSheet for TWSC Intersection

-----  
 Step 1: RT from Minor Street NB SB

```

-----
Conflicting Flows: (vph)                474
Potential Capacity: (pcph)              796
Movement Capacity: (pcph)              796
Prob. of Queue-free State:             0.86
-----

```

Step 2: LT from Major Street                      WB                      EB

```

-----
Conflicting Flows: (vph)                487
Potential Capacity: (pcph)             1005
Movement Capacity: (pcph)             1005
Prob. of Queue-free State:            0.97
TH Saturation Flow Rate: (pcphpl)     1700
RT Saturation Flow Rate: (pcphpl)
Major LT Shared Lane Prob.
of Queue-free State:                   0.96
-----

```

Step 4: LT from Minor Street                      NB                      SB

```

-----
Conflicting Flows: (vph)                888
Potential Capacity: (pcph)             324
Major LT, Minor TH
Impedance Factor:                      0.96
Adjusted Impedance Factor:             0.96
Capacity Adjustment Factor
due to Impeding Movements              0.96
Movement Capacity: (pcph)              311
-----

```

Center For Microcomputers In Transportation  
HCS: Unsignalized Intersection Release 2.1 Page 3  
\*\*\*\*\*

Intersection Performance Summary

Movement	FlowRate v (pcph)	MoveCap Cm (pcph)	SharedCap Csh (pcph)	Avg.Total Delay	LOS	Delay By App
SB L	111	311 >		>		
SB R	111	796 >	447	15.9	C	15.9
EB L	30	1005		3.7	A	0.2

Intersection Delay = 2.9

1985 HCM:TWO-LANE HIGHWAYS

\*\*\*\*\*

FACILITY LOCATION.... POWERLINE PROFESSIONAL PARK  
 ANALYST..... EPT  
 TIME OF ANALYSIS..... 0720  
 DATE OF ANALYSIS..... 09-07-1999  
 OTHER INFORMATION.... HWY 6 CAPACITY & LOS

A) ADJUSTMENT FACTORS

-----  
 PERCENTAGE OF TRUCKS..... 14  
 PERCENTAGE OF BUSES..... 0  
 PERCENTAGE OF RECREATIONAL VEHICLES..... 4  
 DESIGN SPEED (MPH)..... 60  
 PEAK HOUR FACTOR..... 1  
 DIRECTIONAL DISTRIBUTION (UP/DOWN)..... 50 / 50  
 LANE WIDTH (FT)..... 12  
 USABLE SHOULDER WIDTH (AVG. WIDTH IN FT.)... 6  
 PERCENT NO PASSING ZONES..... 0

B) CORRECTION FACTORS

-----  
 LEVEL TERRAIN

LOS	E T	E B	E R	f w	f d	f HV
A	2	1.8	2.2	1	1	.84
B	2.2	2	2.5	1	1	.81
C	2.2	2	2.5	1	1	.81
D	2	1.6	1.6	1	1	.86
E	2	1.6	1.6	1	1	.86

C) LEVEL OF SERVICE RESULTS

-----  
 INPUT VOLUME (vph) : 476  
 ACTUAL FLOW RATE: 476

LOS	SERVICE FLOW RATE	V/C
A	354	.15
B	616	.27
C	980	.43
D	1540	.64
E	2405	1

LOS FOR GIVEN CONDITIONS: B

1985 HCM: TWO-LANE HIGHWAYS

\*\*\*\*\*

FACILITY LOCATION... POWERLINE PROFESSIONAL PARK  
 ANALYST..... EPT  
 TIME OF ANALYSIS..... 0730  
 DATE OF ANALYSIS..... 09-07-1999  
 OTHER INFORMATION.... 2015 TRAFFIC PEAK HOUR

A) ADJUSTMENT FACTORS

-----  
 PERCENTAGE OF TRUCKS..... 14  
 PERCENTAGE OF BUSES..... 0  
 PERCENTAGE OF RECREATIONAL VEHICLES..... 4  
 DESIGN SPEED (MPH)..... 60  
 PEAK HOUR FACTOR..... 1  
 DIRECTIONAL DISTRIBUTION (UP/DOWN)..... 50 / 50  
 LANE WIDTH (FT)..... 12  
 USABLE SHOULDER WIDTH (AVG. WIDTH IN FT.)... 6  
 PERCENT NO PASSING ZONES..... 0

B) CORRECTION FACTORS

-----  
 LEVEL TERRAIN

LOS	E T	E B	E R	f w	f d	f HV
A	2	1.8	2.2	1	1	.84
B	2.2	2	2.5	1	1	.81
C	2.2	2	2.5	1	1	.81
D	2	1.6	1.6	1	1	.86
E	2	1.6	1.6	1	1	.86

C) LEVEL OF SERVICE RESULTS

-----  
 INPUT VOLUME (vph) : 779  
 ACTUAL FLOW RATE: 779

LOS	SERVICE FLOW RATE	V/C
A	354	.15
B	616	.27
C	980	.43
D	1540	.64
E	2405	1

LOS FOR GIVEN CONDITIONS: C



H. WASTEWATER TREATMENT PLAN

## STATE OF COLORADO

Bill Owens, Governor  
Jane E. Norton, Executive Director

*Dedicated to protecting and improving the health and environment of the people of Colorado*

4300 Cherry Creek Dr. S.  
Denver, Colorado 80246-1530  
Phone (303) 692-2000  
TDD Line (303) 691-7700  
Located in Glendale, Colorado

Laboratory and Radiation Services Division  
8100 Lowry Blvd.  
Denver CO 80230-6928  
(303) 692-3090

<http://www.cdphe.state.co.us>



Colorado Department  
of Public Health  
and Environment

May 9, 2000

John R. Schenk, Manager  
Waste Water Treatment Services, LLC  
302 Eighth Street, Suite 310  
Glenwood Springs, CO 81601

Re: Amended Certification, for the Colorado Wastewater Discharge Permit System, Permit Number: COG-580000, Facility Number: COG-581002, Garfield County

Dear Mr. Schenk:

Enclosed please find a copy of the **amended Certification** which was issued under the Colorado Water Quality Control Act. You are legally obligated to comply with all terms and conditions of the permit and certifications.

Please read the permit and the certification, if you have any questions contact Marla Biberstine at (303) 692-3597.

Sincerely,

*Marla L Biberstine*

Marla Biberstine, Office Manager  
Water Quality Protection Section  
Water Quality Control Division

enclosure

xc: Bruce Kent, Permit Team, Environmental Protection Agency (w/e)  
Regional Council of Government (w/e)  
Local County Health Department (w/e)  
District Engineer (w/e)

**AMENDMENT NO. 1  
RATIONALE FOR CERTIFICATION**

**WASTE WATER TREATMENT SERVICES, LLC**

**CDPS PERMIT NUMBER COG-581000  
FACILITY NUMBER COG-581002, GARFIELD COUNTY**

**I. TYPE OF PERMIT**      *Domestic General*

**II. FACILITY INFORMATION**

**A. Facility Type:**                      *Domestic - Minor Municipal, Lagoon System*

**B. Facility Classification:**      *Class D per Section 100.9.2 of the Regulations for Certification of Water Treatment Plant and Wastewater Treatment Plant Operators.*

**C. Fee Category:**                      *Category 22 Subcategory 2*  
**Category Flow Range:**      *50,000 gpd up to 199,999 gpd*  
**Annual Fee:**                              *\$391*

**D. Legal Contact:**                      *John R. Schenk, Manager*  
*302 Eighth Street, Suite 310*  
*Glenwood Springs, CO 81601*  
*(970)+945-2447*

**E. Local Contact:**                      *Thomas J. Triplat*  
*27653 Highway 6*  
*Rifle, CO 81650*  
*(970) 625-2069*

**F. Facility Location:**                      *In the SW 1/4 of the SW 1/4 of Section 10 & 11, T6N, R93W, 6th P.M.; approximately 1 1/2 miles E. of Rifle, Co. Longitude - 107°45'05", Latitude - 39°32'13".*

**G. Discharge Point:**                      *001A, following the chlorine contact chamber and prior to entering the Lower Cactus Vall Ditch.*

**III. PURPOSE OF AMENDMENT**

*The permittee has requested, in a letter dated March 14, 2000, to include the Powerline Professional Park and the Rifle Service Park in the expansion of the service area.*

*Since the service area has been expanded, the permittee has requested that the requirement to commence engineering and financial planning for expansion at 80% of rated capacity be waived. With the additional influent flow, the facility will be close to or at 80% of the rated capacity. The Division therefore is waiving this requirement. However, the requirement to commence construction of expansion of the facility when it reaches 95% of rated capacity will remain in the certification.*

*Figure 1 of the certification is being amended due to the expansion of the service area. There will be no change to the permit for the waiver of the 80% requirement. The statement above pertaining to the waiver of the 80% of rated capacity requirement supercedes the statement on page 5 of the permit.*

*Karen Young  
May 2, 2000*

**ISSUED: MAR 30 1999      EFFECTIVE: MAY 1- 1999      EXPIRATION: APR 30 2004      TRANSFERRED: 04/12/00**  
**Amended MAY 09 2000      Effective MAY 09 2000**

**COTTONWOOD SPRINGS LLC**

27653 HIGHWAY 6 & 24  
RIFLE, COLORADO 81650  
TELEPHONE: (970) 625-2069

BUSINESS OFFICE and MAILING ADDRESS:  
302 EIGHTH STREET, SUITE 310  
GLENWOOD SPRINGS, CO 81601  
TELEPHONE: (970) 945-2447  
TELECOPIER: (970) 945-4767

April 11, 2000

John Barbee  
Western Slope Development Corp.  
P.O. Box 1198  
Rifle, CO 81650

**Also sent via facsimile to 970.876.5825**

Re: Powerline Professional Park/Cottonwood Springs MHP

Dear Mr. Barbee:

I am sorry I was unable to contact you yesterday afternoon. The map showing the Expanded Service Area is slightly incorrect. Following is a copy of an old assessor's map which depicts the westerly projection of Cottonwood Springs across Mile Pond Lane. Clearer versions are being sent to you by mail. Please make a correction.

In addition, I neglected to provide a copy of the Bill of Sale for the facility. That document also follows.

In my opinion, neither of these items are crucial to Mr. Klein's development application.

Very truly yours,

JOHN R. SCHENK

JRS/clh  
Enc.

---

**NOTICE - CONFIDENTIAL INFORMATION**

This communication is confidential and is intended only for the recipient named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of the information contained in this communication is **strictly prohibited**. If you have received this communication in error, please telephone us collect and return the original fax communication to our address by the U.S. Postal Service.

Thank you.

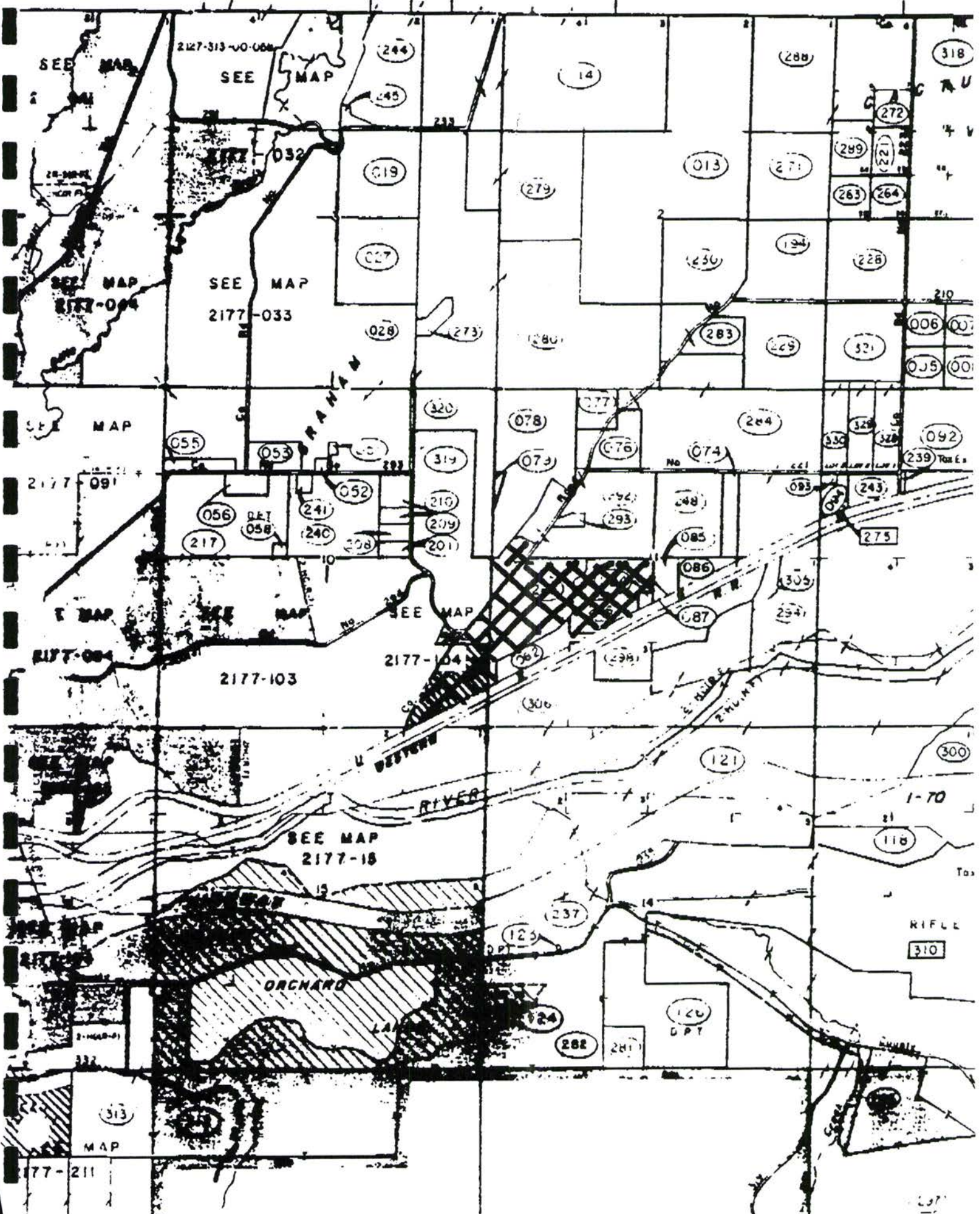
---

R 93 W

R 92 W

2127-314-00-175

Adjoining 2127



# STATE OF COLORADO

Bill Owens, Governor  
Jane E. Norton, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

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(303) 692-3090

<http://www.cdphc.state.co.us>



Colorado Department  
of Public Health  
and Environment

April 6, 2000

John Schenk  
Schenk, Kerst & deWinter, LLP  
302 8<sup>th</sup> Street, Suite 310  
Glenwood Springs, Colorado 81601

RE: Cottonwood Springs MHP and Powerline Professional Park  
Permit No. COG581002

Dear Mr. Schenk:

We are responding to your letter of March 14, 2000. You requested that the terms of the above-referenced permit be modified to provide for wastewater service to the proposed Powerline Professional Park. In reviewing your request, we have determined that we need to amend the certification for your use of the general permit for domestic wastewater treatment lagoons. We anticipate this process to take approximately 30 days.

Additional items that we need from you are:

- 1) The transfer of ownership request, using the standard form that we sent to you. Your March 14 letter states that Cottonwood Springs will no longer be the permittee and that a new, limited liability company would be legally responsible for the permit. The amended certification must be issued to the legal owner of the wastewater facility.
- 2) We need a map of the expanded service area to be incorporated in the certification amendment. Your March 14 letter references Cottonwood Springs MHP, Powerline Professional Park, and Rifle Service Park as intended enclaves to be served by the lagoon facility. A map of that service area needs to be submitted.

We are able to waive the requirement that engineering and financial planning be commenced at 80% of rated design capacity. However, the requirement to commence construction of expansion of the facility when it reaches 95% of rated capacity remains in effect.

Post-It* Fax Note	7671	Date	4/10/00	# of pages	2
To	John Barbee	From	Bill McKee		
Co/Dept	W-Slope Develop.	Co.			
Phone #		Phone #	303-692-3583		
Fax #	970-876-5825	Fax #			

If you have further questions, please contact Karen Young of the Permits Unit at (303) 692-3614.

Sincerely,

*Susan Nachtrieb*

Susan Nachtrieb  
Permits Unit  
Water Quality Control Division

Cc: Jeff Laurien - Garfield County Planning Department  
John Barbee - West Slope Development Company  
Karen Young - Permits Unit, WQCD  
Dwain Watson - Water/Wastewater Technical Services, WQCD  
✓ Bill McKee - Upper Colorado Watershed Coordinator, WQCD

**SCHENK, KERST & deWINTER, LLP**

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS  
ATTORNEYS AT LAW

JOHN R. SCHENK  
DAN KERST  
WILLIAM J. deWINTER, III  
CAROLYN M. STRAUTMAN

302 EIGHTH STREET, SUITE 310  
GLENWOOD SPRINGS, COLORADO 81601  
TELEPHONE: (970) 945-2447  
TELECOPIER: (970) 945-4767

March 14, 2000

Susan Nachtrieb  
Colorado Department of Health - Permits Unit  
Water Quality Control Division  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

Re: Cottonwood Springs Mobile Home Park  
Permit No. COG581002

Dear Ms. Nachtrieb:

Cottonwood Springs Mobile Home Park has reached an agreement in principal to provide domestic wastewater treatment services to Powerline Park. That letter agreement is enclosed.

In accordance with the terms of the permit and applicable law and regulations, we request the following amendments to Permit No. COG581002:

- 1 An expansion of the service area for this wastewater treatment facility to include the Powerline Professional Park located just east of Cottonwood Springs and Rifle Service Park, a commercial PUD located just south and west of Cottonwood Springs.
- 2 A waiver of the permit discharge limitations imposed by applicable regulations and the general permit for lagoon systems allowing the reserve capacity in the Cottonwood Springs system to be used without commencing engineering or financial planning for expansion.

At the present time, this system is allowed a maximum effluent flow of 118,000 gallons per day, but, if flow reaches 80% of design (94,400 gpd), the operator must commence engineering and financial planning for expansion and, if flow reaches 95% of design (112,100 gpd), expansion of the system must be initiated. Based on current utilization and expansion within the current service area, it is very likely that the inclusion of Powerline Professional Park will cause the plant to exceed 94,400 gallons per day. There are no plans, obligations or other agreements for expansion of service beyond those areas described in this letter and the population to be served in this service area should be relatively stable in the foreseeable future.

- 3 Transfer of ownership and management of the wastewater treatment system described in that permit from Cottonwood Springs to a new company: "Waste Water Treatment Services,



LLC". A copy of the Articles of Organization for that company is enclosed for your reference.

If any other steps need be taken to amend this permit to allow this expanded service to occur or if there are any other matters which should be addressed in order to remain in compliance under this permit, please advise.

Very truly yours,

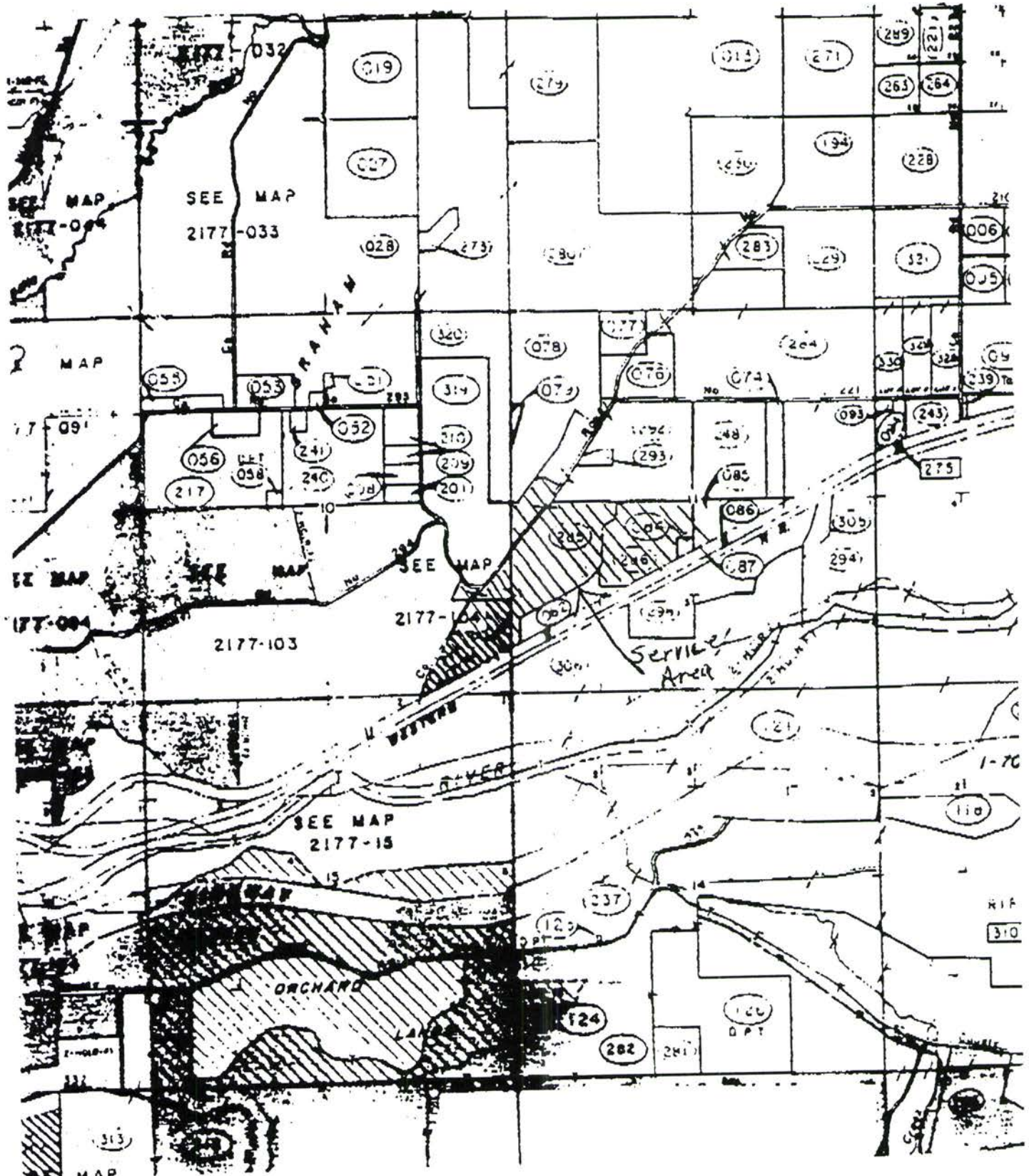
JOHN R. SCHENK

JRS/clh

Enc.

cc: Dwain Watson  
William A. McKee  
Thomas J. Triplat  
David Sandoval  
Members

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, Water Quality Control Division  
Rationale - Page 4, Permit No. COG-581002



SERVICE AREA  
FIGURE 1

Amended MAY 09 2000 Effective MAY 09 2000

## WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT (this "Agreement") is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between **Waste Water Treatment Services, LLC**, a Colorado Limited Liability Company ("WWTS"), **Western Slope Development Company**, a Colorado corporation ("Developer") and **Cottonwood Springs LLC**, a Colorado Limited Liability Company ("CWS"), (collectively the "Parties"). WITNESSETH:

WHEREAS, CWS owns certain real property presently used as a residential community located in the County of Garfield, State of Colorado (the "CWS Property");

WHEREAS, WWTS owns and operates a wastewater treatment plant and related facilities, appurtenances and collection systems (the "Wastewater Treatment Facilities") on and about the CWS Property for the benefit of CWS and its residents and through its predecessor has in the past agreed to provide wastewater treatment services to Rifle Service Park PUD under a now expired agreement;

WHEREAS, Developer is the owner of certain real property located in the County of Garfield, State of Colorado, as is more particularly described in Exhibit "A" annexed hereto and incorporated herein by this reference (the "PPP Property"), which PPP Property lies east of and adjacent to the CWS Property;

WHEREAS, Developer is in the process of subdividing and platting the PPP Property, and in connection therewith, the Developer must obtain wastewater collection and treatment services ("Wastewater Service") for the PPP Property;

WHEREAS, Developer has requested, and WWTS has agreed to provide such Wastewater Service to the PPP Property, and the Parties desire to set forth their agreement regarding the terms, covenants and conditions under which such Wastewater Service will be provided.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the Parties agree as follows:

1. Infrastructure Improvements and Cost Allocation.
  - a. Wastewater Treatment Facilities Improvement Project. Portions of the Wastewater Treatment Facilities may be improved, replaced, upgraded and expanded in order to provide Wastewater Service to the PPP Property (the "Wastewater Treatment Facilities Improvement Project"). Contingent upon receipt of the tap fees identified below, the cost of the Wastewater Treatment Facilities Improvement Project shall be borne by WWTS, and shall be designed, engineered and constructed by WWTS.
  - b. Developer Collection System. A sewage collection system (the "Developer Collection System") must be designed and constructed on and about the PPP Property, including, but not limited to, collection lines and other facilities and

AFTER RECORDING, RETURN TO:  
Schenk, Kerst & deWinter, LLP  
302 Eighth Street, Suite 310  
Glenwood Springs, CO 81601

appurtenances in order to provide Wastewater Service to the PPP Property. The Developer Collection System shall be designed, engineered and constructed at Developer's sole cost and expense. All primary connection lines shall be a minimum of eight inches in diameter.

- c. Connecting Main. A connecting main ("Connecting Main") must be designed and constructed originating in the southeast corner of the CWS Property at an existing sewer main on the CWS Property and extending generally east to the PPP Property in order to connect the Developer Collection System to the Wastewater Treatment Facilities. The Connecting Main shall consist of a new manhole constructed at the place of connection to the existing sewer main, a sewer line 8 inches in diameter extending to the east terminating at a second manhole intersecting the nearest possible accessible access point in the Developer Collection System. A device adequate for measuring the flow of wastewater from the PPP Property into the Connecting Main and a device adequate to shut off effluent entering the Wastewater Treatment Facilities shall be installed on the PPP Property end of the Connecting Main. The Connecting Main shall be owned and operated by CWS, and Developer hereby grants to CWS an easement sufficient along the portion of the Connecting Main in the PPP Property for the purposes of operating and maintaining the Connecting Main. Notwithstanding the fact that most of the Connecting Main will be located within CWS Property and will be owned and operated by WWTS, the Connecting Main shall be designed, engineered and installed and thereafter maintained, repaired and replaced at the cost and expense of Developer, acting as agent for WWTS and subject to the direction and approval of WWTS in the exercise of its reasonable discretion. Developer shall indemnify and hold harmless CWS and WWTS from all loss, cost, damage and expense, including, without limitation, attorneys fees, arising out of the design, engineering, installation, maintenance, repair or replacement of the Connecting Main by Developer.

## 2. Easements.

- a. Developer Collection System Easement. Upon commencement of construction of the Developer Collection System, WWTS shall have an easement (the "Developer Collection System Easement") which shall (i) only be subject to such title matters and burdens that would not materially impair, limit or interfere with WWTS's exercise of any of its rights thereunder; (ii) allow WWTS and its contractors, consultants, licensees, employees and agents, upon reasonable notice, to enter upon the portion of the PPP Property containing the Developer Collection System and, if reasonably necessary in order to access the Developer Collection System, to enter upon adjacent portions of the PPP Property (such as connecting facilities and fixtures); and (iii) be used to monitor and inspect the Developer Collection System and all connections thereto, and if the Rules and Regulations have been violated or Developer has been negligent or untimely in performing its obligations hereunder, may be used by WWTS to maintain, operate, repair, replace and clean the Developer Collection System.

b. Rights of Others to Connect. At the sole election and discretion of WWTS, other persons owning other real property (collectively and individually "Third Party") may be allowed to connect into the Developer Collection System, Connecting Main and the Wastewater Treatment Facilities. Any such connection and use shall be at the sole cost and expense of the Third Party. At the time of any such connection, and as a condition precedent to commencement of service to a Third Party, the Third Party shall pay to Developer a connection fee ("Third Party Line Connection Fee") reimbursing a portion of the costs incurred by Developer in installing the Connecting Main and Developer Collection System which portion will be necessary for service to the Third Party. The Third Party Line Connection Fee shall be based on the present value of the capital cost of constructing such lines (as such cost is reasonably determined by engineers employed by WWTS), less applicable depreciation, and shall be based on the proportion to which the EQRs provided to the Third Party bears to the total EQRs (including Developer's EQRs) utilizing the applicable portion of Developer Collection System and Connecting Main. The Third Party shall also agree to pay to Developer a proportional share of Developer's costs of operating, maintaining, repairing and replacing such portion ("Third Party's Line Maintenance Costs"). Third Party shall also agree to be responsible for any loss, cost, damage or expense caused by the Third Party and for any breach of, or default under, this Agreement caused by the Third Party. In any such agreement with Third Party, WWTS shall include a provision that permits WWTS to shut off wastewater service to a Third Party if such Third Party at any time fails, after appropriate notice and right to cure, to pay such Third Party's Line Maintenance Costs required to be paid to Developer. WWTS shall use its best efforts and any rights available to it to compel such payment, however, WWTS shall not be a guarantor of the collection of the same.

3. Limitations on the use of Wastewater Treatment Facilities. Without limiting the right of WWTS to impose Rules and Regulations as described below, Developer agrees that the Wastewater Treatment Facilities shall be utilized by Developer only for human waste and such related wastes which are usual and customary in connection with typical single family residential use. Further, Developer agrees not to introduce or permit the introduction into the Wastewater Treatment Facilities of:

- a. Toxic or poisonous materials or substances in sufficient quantities to injure or interfere with the sewage treatment process or otherwise constituting a hazard to humans or animals or to the biological systems operating in the Wastewater Treatment Facilities,
- b. Contaminants identified as a "National Primary Drinking Water Contaminant" present in an amount exceeding the standard established time to time by government authorities having jurisdiction,
- c. Liquid or vapor having a temperature higher than 105 degrees, Fahrenheit,

- d. Any waste having a five-day biological oxygen demand (BOD) in excess of more than 1000 ppm by weight averaged during a 12 hour period,
- e. Any gasoline, benzene, fuel oil, flammable or explosive liquid, petroleum product, solvent or gas,
- f. Any substance produced as a by product of a water treatment system which negatively affect any waste water treatment process used by WWTS, such as Sulfuric acid treatment of reverse osmosis treated water,
- g. Any substance which would materially alter the existing pH factor (i.e. 7.6) now present in the Wastewater Treatment Facilities,
- h. Any solid or viscous substance capable of obstruction of sewer lines or other interference with proper operation of the Wastewater Treatment Facility,
- i. Dissolved solids (salts) beyond usual levels affecting WWTS's ability to meet salinity effluent limitation parameter imposed on the Wastewater Treatment Facilities, or
- j. Infiltration of the wastewater system by ground or seepage water.

Developer further agrees that all floor drains and other types of surface wastewater disposal devices, including grease and other collection systems on the PPP Property, will not be connected to the Developer Connection System, but instead will be collected in separate containment systems. Developer further agrees that grease, oil and sand traps or other appurtenances will be used for any improvement on the PPP Property when WWTS reasonably determines the same are necessary for proper handling of any liquid waste containing grease in excessive amounts or a flammable waste, sand or other harmful ingredients. Such devices shall be of a type and capacity approved by WWTS and shall be so located as to be readily accessible for cleaning and inspection. Developer further agrees to require individual water meters for each lot on the PPP Property with water usage and total flow readings made available to WWTS as reasonably requested. Developer agrees to indemnify, defend and hold WWTS harmless from and against any and all liability, loss, cost, damage and expense, including attorney's fees and costs of litigation, WWTS shall ever suffer or incur because of the introduction of any toxic substance into the Wastewater Treatment Facilities from the PPP Property.

4. Rules and Regulations. WWTS has advised Developer, and Developer acknowledges and agrees, that WWTS is not, and does not hold itself out as, a public or private utility or as a governmental or quasi-governmental entity. WWTS shall have, in perpetuity, the right to establish and amend, from time to time, the rules and regulations under which Wastewater Service will be provided to the CWS Property, the Rifle Service Park PUD, the PPP Property and other Third Party users of the Wastewater Service which rules and regulations shall be uniformly applicable also to all users. WWTS's discretionary power and right to establish and amend such Rules and Regulations is subject to the limitation that the Rules and

Regulations shall not be amended to treat the PPP Property differently than any other property, including the CWS Property, except as provided in this Agreement or to unreasonably, materially and adversely (a) affect the provision of Wastewater Service to Developer, (b) increase Developer's costs for such Wastewater Service, except as provided herein, or (c) alter Developer's rights under this Agreement.

5. Tap Fees and EQRs. Developer hereby agrees to purchase and, subject to the terms and conditions hereof, WWTS hereby commits to sell to Developer wastewater taps for not more than 24 EQRs. For purposes of this Agreement, one "EQR" shall equal generation of not more than 300 gallons of wastes per day. Developer shall not be entitled to introduce more than 7,200 gallons of wastewater per day from the PPP Property into the Wastewater Treatment Facilities. Developer shall pay to WWTS a tap fee of Four Thousand Dollars (\$4,000) per EQR. Payment for one EQR per lot shall be made to WWTS at the time of the sale of each such lot by Developer to a third party. Additional EQRs shall be payable to WWTS at the time of application for building permit for any lot based on the anticipated development plans for such lot utilizing generally accepted engineering standards for the number of fixtures to be included in the improvements. In the event the flow through the measuring device installed at the Connecting Main manhole indicates an average daily flow rate over a 30 day period which exceeds the purchased EQRs, Developer shall be liable for the payment of additional EQRs based on such average flow. For example, if tap fees have been paid for 15 EQRs and over a 30 day period the average daily flow has been 4,600 gallons, an additional tap fee of \$4,000 shall be immediately due and payable by Developer without respect to the specific source of the additional flow. Developer acknowledges and agrees that once made, a tap fee payment shall be deemed fully earned by WWTS and shall not be refundable under any circumstances. The \$4,000 per EQR tap fee shall remain in full force and effect for a period of five (5) years commencing on the date hereof. After the expiration of such 5-year period, (i) WWTS shall have no obligation to provide any unpurchased taps to Developer, and (ii) service for additional EQRs shall be determined by WWTS in its discretion. Any taps purchased hereunder must be connected and put into service by December 31, 2020. Thereafter, WWTS will have no obligation to allow connection of, or to provide Wastewater Service for, taps not put into service by such date or to provide additional taps except to the extent of then existing unused and uncommitted available capacity.
6. Service Charges. The Developer shall pay service charges in accordance with the Rules and Regulations promulgated by WWTS from time to time; provided that the service charges per EQR payable by Developer shall be equivalent to the service charges for similar services established by the City of Glenwood Springs as the same may be adjusted from time to time. In the event the discharge from the PPP Property exceeds the allowable limit of 7,200 gallons per day, WWTS shall have the right to refuse to provide Wastewater Service for any amount in excess of such limit, but, if in its sole discretion WWTS should determine that such additional wastewater may be accepted for treatment, Developer shall be charged at a rate which is 200 percent of the then current service charge rate for such excess amounts. WWTS's election to accept such excess wastewater or payment therefor shall in no way limit WWTS's right to discontinue the acceptance of such excess wastewater at such later date as WWTS may determine.

7. Extraordinary Capital Costs. In the event a major plant redesign of the Wastewater Treatment Facilities is required by reason of the reclassification of the waters to which the wastewater is discharged or any other material change in applicable laws, rules and regulations governing the WWTS system, then Developer and the PPP Property shall share pro rata, determined on a flow basis, with all other users, including CWS, in paying for the cost of such a modification.
  
8. Developer Declaration. Developer expressly consents to the recordation of this Agreement in the real property records of County of Garfield, State of Colorado. Developer agrees that it shall, prior to conveying fee simple title to any portion of the PPP Property to a third party, cause to be recorded in the real property records of County of Garfield, State of Colorado, a Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration"), which, insofar as they relate to or may affect this Agreement or the rights and obligations of the parties hereto, shall be in form and substance reasonably satisfactory to WWTS and its legal counsel. The Declaration shall be binding upon Developer, the PPP Property and all subsequent owners thereof and will, at a minimum, (i) contain a separate section entitled "Wastewater Service Disclosure" which will identify WWTS and refer to this Agreement, including the Book and Page of the Garfield County real property records wherein this Agreement is recorded and note that the provisions of Wastewater Service to the PPP Property is subject to this Agreement; (ii) contain a provision to the effect that Wastewater Service to the PPP Property is provided by WWTS which is a private limited liability company entitled to establish rules and regulations for the provision of such service but which is not subject to rules or regulations affecting public utilities; (iii) expressly require the acceptance by the owners' association for the PPP Property (the "PPP Property Owners Association"), without vote or other approval, of an assignment of this Agreement and assumption by the PPP Property Owners Association of each and all of the Developer's obligations and rights hereunder; (iv) provide for the formation of the PPP Property Owners Association with lien and assessment rights and the power to enforce such lien and assessment rights sufficient to allow the PPP Property Owners Association to meet its obligations hereunder, including the power to levy and collect assessments for such purpose without the need for member approval; (v) limit utilization of the PPP Property to a single restaurant, provided that all contaminants, including undigested food and grease, would be collected and disposed of by a separate collection system; (vi) prohibit other high volume wastewater producers such as dentist offices, laundromats, hotels, motels or motor vehicle service stations; (vii) provide screening, landscape and setback restrictions on the CWS Property boundary line; and (viii) require the PPP Property Owners Association to administer the Developer Collection System by assuming the obligations of the Developer hereunder including the provision of adequate insurance coverage naming WWTS as an insured party or individual bonds on a per lot or use basis providing coverage against system contamination or damage.
  
9. Developer's Successors and Assigns. It is expressly agreed between WWTS and the Developer that this Agreement creates a master service relationship between WWTS and the Developer, any Successor Developer, as hereinafter defined, and, ultimately, the PPP Property Owners Association. Although this Agreement shall be binding upon Developer's



successors and assigns, this Agreement is not intended to, nor does it, nor shall it at any time, create a contractual relationship between WWTS and any party other than Developer, a Successor Developer and the PPP Property Owners Association. Only Developer, a Successor Developer and the PPP Property Owners Association shall have the right to enforce this Agreement or to make any claim or have any cause of action against WWTS Property or any of its managers, members, employees or agents arising from or on account of this Agreement. Developer may not assign this Agreement or any portion thereof to any other person or entity, and any such attempted assignment shall be void and of no effect provided that, (i) Developer shall be entitled, prior to creating the PPP Property Owners Association, to assign this Agreement, in its entirety to a purchaser of all, but not less than all, of the PPP Property described on Exhibit A (a "Successor Developer"); and (ii) Developer or any such Successor Developer shall assign Developer's rights hereunder and delegate Developer's duties hereunder to the PPP Property Owners Association created pursuant to the Declaration, which will be recognized by WWTS as Developer's successor-in-interest and shall succeed to the entirety of Developer's contractual rights and obligations hereunder. Owners of a lot or unit or other portion of the PPP Property shall be bound by the terms of this Agreement but shall have no direct rights to enforce this Agreement or make any claim or have any cause of action against WWTS under this Agreement. The PPP Property Owners Association shall at all times represent and be the only party entitled to act for such owners and all actions of the PPP Property Owners Association shall be binding on such owners.

10. System Management and Modification. WWTS shall, so long as this Agreement remains in effect, make all decisions regarding (a) the alteration, modification, reconstruction or replacement of the wastewater treatment system and/or wastewater treatment plant, (b) establishment of rates, tap fees, wastewater treatment charges, rules and regulations and future connections to the wastewater system (excluding existing commitments of WWTS) which decisions shall be subject to and consistent with the terms of such agreements, including this Agreement, between WWTS and Third Parties for whom WWTS provides wastewater treatment services.
11. Organization of Special District. WWTS also reserves the right, in its sole and absolute discretion, to organize a special district and to assign its rights and delegate its duties hereunder to such a special district, in which event all future waste water services and operational activities shall be assumed by the special district. In connection with the organization of such special district, Developer covenants on behalf of Developer and Developer's heirs, successors and assigns, to reasonably support such organization, to reasonably consent to such assignment and to lend all assistance reasonably required by WWTS in connection therewith, notwithstanding that the PPP Property may be within or without the boundaries of such special district; provided that the PPP Property is included in the service area of such district or otherwise is assured of wastewater service from such district on terms which are no less favorable to the PPP Property than the terms of this Agreement except to the extent that terms applicable to CWS Property are also comparably less favorable.
12. System Maintenance and Cost Allocation. WWTS shall perform or cause to be performed all maintenance, repairs, replacements, cleaning and monitoring of the wastewater treatment

plant and all portions of the wastewater system, as the same may be expanded or modified after the date hereof, excluding the Developer Collection System and the Connecting Main which shall be maintained, repaired, replaced, cleaned and monitored by Developer at its sole cost and expense. With respect to the Developer Collection System, if and to the extent that the Rules and Regulations have been violated by Developer or Developer has been negligent or untimely in performing Developer's obligations, WWTS, upon giving prior notice to Developer may (but shall not be obligated to) enter upon the PPP Property to operate, maintain, repair, replace, clean and/or monitor the Developer Collection System at Developer's sole cost and expense; provided that, in the event of emergency, no prior notice of entry need be given.

13. Conditions Precedent to Provision of Service. Developer expressly acknowledges and agrees that the following shall constitute conditions precedent to both WWTS's obligation to provide the Wastewater Service described herein and to WWTS's allowing any wastewater taps to be connected on the PPP Property.
  - a. Permits. WWTS shall have obtained all necessary permits, licenses and approvals from all applicable governmental entities and/or regulatory agencies.
  - b. Activation of PPP Property Owners Association. The Developer's Declaration as hereinabove described shall have been recorded in the real property records of County of Garfield, State of Colorado, and the PPP Property Owners Association described therein shall have been formed, commenced to operate and assumed the obligations under this Agreement.
  - c. Performance by Developer. The Developer shall have performed or caused to be performed such acts or actions as may be required by law, by this Agreement or as may reasonably be required by WWTS's engineers, as necessary conditions to the connection of taps on the PPP Property.
  
14. Lien Rights, Disconnection Rights and Other Rights of WWTS.
  - a. Wastewater Service Lien. In consideration of WWTS entering into this Agreement and in order to secure the payment and performance of the obligations of Developer hereunder, the Developer, on behalf of Developer and Developer's successors and assigns, hereby grants to WWTS and its successors and assigns a perpetual lien upon the PPP Property (the "Wastewater Service Lien"). The Wastewater Service Lien shall run with the PPP Property and shall be binding upon and enforceable against the Developer and each and all of Developer's successors and assigns. After notice to Developer and a 30-day right of cure by Developer, the Wastewater Service Lien may be foreclosed and/or executed or realized upon by WWTS as a mortgage, or by any other means authorized under the applicable laws of the State of Colorado. The Wastewater Service Lien shall be prior and superior to any other lien or encumbrance upon the PPP Property, excepting only the lien for ad valorem real property taxes; provided that, the Wastewater Service Lien shall be junior to the lien of any first mortgage or first deed of trust on any part of the PPP Property taken in good faith and

for value and perfected by recording in the office of the Clerk and Recorder of Garfield County, Colorado, prior to the time of recording by or on behalf of WWTS of a specific notice of lien claim.

b. Disconnection for Default. WWTS expressly reserves, and the Developer hereby grants to WWTS, the right, after notice to Developer and failure of Developer to cure the default by the expiration of the Cure Period as hereinafter defined, to disconnect the PPP Property or any portion thereof from service or to discontinue providing service to the PPP Property or any portion thereof in the event any charges, costs or fees payable hereunder or under the Rules and Regulations of WWTS are not timely paid, or in the event of any other violation of this Agreement or WWTS's Rules and Regulations by Developer or Developer's successors or assigns or any owner or occupant of the PPP Property. The "Cure Period" for purposes of this Section shall mean, for a monetary default, 60 days and, for a non-monetary default, 60 days plus such additional time as Developer is diligently proceeding to cure the default, in each case. In the event of reconnection to the system or the continuation of service, Developer shall pay the costs and expenses thereof.

c. Individual Lien for Wastewater Charges. Upon the platting of the PPP Property into legally subdivided lots or parcels of land, WWTS's remedies of a Wastewater Service Lien and disconnection set forth above shall apply in each instance: (i) only to the separate lot or parcel of land that is in default with respect to nonpayment of service charges including capital costs provided that the PPP Property Owner Association shall designate in writing to WWTS the particular lot or parcel that is in default, and (ii) to the entire PPP Property with respect to any obligations under this Agreement other than nonpayment of service charges including capital costs.

15. Reuse Water. All wastewater resulting from the Wastewater Service provided to the PPP Property shall be returned to the Colorado River basin at WWTS's wastewater treatment discharge point.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the addressee or by courier delivery via any recognized overnight air courier service or by depositing the same in the United States mail, postage prepaid, addressed as follows:

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices, demands and requests shall be effective upon such personal delivery or one (1) business day after being deposited with a nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving to the other party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses.

17. Governing Law. This Agreement and each term, covenant and condition hereof shall be governed by and construed under the applicable laws of the State of Colorado.
18. Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs successors and assigns. This Agreement may not be modified or amended except in a writing executed by the Parties hereto.
19. Force Majeure. Any obligation of either party under this Agreement which is delayed or not performed due to acts of God, strike, riot, or weather, failure to obtain labor and materials at a reasonable cost, inability to gain governmental or regulatory licenses, permits or approvals, or any other reason beyond the control of the party, shall not constitute a default hereunder and such obligation shall be performed within a reasonable time after the end of such cause for delay or nonperformance.
20. Waiver. No consent or waiver, (whether express or implied), by any party, to or of any breach or default by the other in performance of a particular obligation under this contract shall be deemed or construed to be a consent to or waiver of any other breach or default in performance. No failure on the part of any party to complain of any breach or default by the other in performance or to declare any other party in default, irrespective of how long such failure continues, shall constitute a waiver of such party's rights hereunder. No waiver shall be binding unless executed in writing by the party making the waiver.
21. Costs and Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.
22. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and all other prior agreements or understandings shall be deemed merged into this Agreement.

23. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end, the provisions of this Agreement are declared to be severable.
24. Authority of Parties. Developer is a Colorado corporation validly existing and in good standing under the laws of the State of Colorado. WWTS and CWS are limited liability companies validly existing and in good standing under the laws of the State of Colorado. Each of the parties has the power and authority to own its properties and to carry on its, business as now conducted, and, except to the extent permits are required as provided above, has all necessary power and authority to execute, deliver and perform this Agreement and any other documents made or given in connection therewith and to be bound thereby.
25. Benefit of Other Agreements. In the event WWTS shall enter into other like or similar agreements for wastewater service with another party (such other party hereinafter referred to as a "Third Party"), which other agreement shall contain provisions of materially greater benefit or advantage to said Third Party, this Agreement shall, retroactively to the date hereof, automatically be amended to embody said provisions of greater benefit or advantage. WWTS shall provide Developer with copies of all like or similar agreements for wastewater service with any Third Party. The provisions of this Section shall not apply to agreements with respect to properties located within the CWS Property or Rifle Service Park PUD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**Waste Water Treatment Services, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_

**Western Slope Development Company,**  
a Colorado corporation

By: \_\_\_\_\_

**Cottonwood Springs LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ as Manager of Waste Water Treatment Services, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ as \_\_\_\_\_ of Western Slope Development Company, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires:

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ as Manager of Cottonwood Springs LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:

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

I. WILDLIFE INVENTORY

**Garfield County Planning Department GIS Resources:  
Colorado Division of Wildlife WRIS Data Checklist for:**

POWERLINE 9-16-99 Robert P. [Signature]

Rob Hykvs, GIS Analyst, garcopin@rof.net 970-945-8212, FAX: 970-945-7785 3/17/98 10:39 AM

*Note: For interpretation of this data, contact Division of Wildlife, Grand Junction, Pam Schnurr, Wildlife Biologist at 970-297-1192.*

Wildlife habitat lies:	Entirely in Area	Partly in Area	Within 1 Mile	Out of Area
Bald Eagle Active Nest Site	—	—	—	✓
Bald Eagle Winter Range	—	—	✓	—
Black Bear Overall Range	—	—	✓	—
Black Bear Human Conflict	—	—	—	—
Black Bear Fall Concentration Area	—	—	—	—
Black Bear Summer Concentration Area	—	—	—	—
Bighorn Migration Patterns	—	—	—	—
Bighorn Overall Range	—	—	—	—
Bighorn Winter Range	—	—	—	—
Bighorn Winter Concentration Area	—	—	—	—
Bighorn Summer Range	—	—	—	—
Bighorn Production Area	—	—	—	—
Boreal Toad	—	—	—	—
Canada Goose Brood Concentration Area	—	—	—	—
Canada Goose Feeding Area	—	—	—	—
Canada Goose Production Area	—	—	—	—
Canada Goose Wintering Area	—	—	—	—
Canada Goose Winter Concentration Area	—	—	—	—
Chukar	—	—	—	—
Colo River Cuthroat Trout	—	—	—	—
Elk Migration Corridors	—	—	—	—
Elk Winter Range	—	—	—	—
Elk Winter Concentration Area	—	—	—	—
Elk Severe Winter Range	—	—	—	—
Elk Overall Range	✓	—	—	—
Elk Summer Range	—	—	—	—
Elk Summer Concentration Area	—	—	—	—
Elk Production Area	—	—	—	—
Golden Eagle Nest Site	—	—	—	—
Golden Eagle Nest Unknown Status	—	—	—	—
Great Blue Heron Nesting Area	—	—	—	—
Kitfox Potential Habitat	—	—	—	—
Kitfox Field Sightings	—	—	—	—
Lynx	—	—	—	—
Mule Deer Migration Patterns	—	—	—	—
Mule Deer Winter Range	✓	—	—	—
Mule Deer Winter Concentration Area	—	—	—	—
Mule Deer Severe Winter Range	—	—	—	—
Mule Deer Overall Range	✓	—	—	—
Mule Deer Summer Range	—	—	—	—
Mule Deer Resident Population Area	✓	—	—	—
Mule Deer Highway Crossing	—	—	—	—
Native Fish	—	—	—	—
Osprey Active Nest Site	—	—	—	—



Wildlife habitat lies:

	Entirely in Area	Partly in Area	Within 1 Mile	Out of Area
Peregrine Falcon Active Nest	---	---	---	✓
Peregrine Falcon Nesting Area	---	---	---	✓
Peregrine Falcon Migratory Hunting Habitat	---	---	---	✓
Pronghorn Antelope Overall Range	---	---	---	✓
Pronghorn Antelope Winter Range	---	---	---	✓
Pronghorn Antelope Winter Concentration Area	---	---	---	✓
Ptarmigan Potential Habitat	---	---	---	✓
Raptors	---	---	---	✓
Razorback Sucker	---	---	---	✓
River Otter Overall Range	---	---	---	✓
Sage Grouse Brood Area	---	---	---	✓
Sage Grouse Overall Range	---	---	---	✓
Sage Grouse Production Area	---	---	---	✓
Sage Grouse Winter Area	---	---	---	✓
Wild Turkey Overall Range	---	---	---	✓
Wild Turkey Production Area	---	---	---	✓
Wild Turkey Winter Range	---	---	---	✓
Wild Turkey Winter Concentration Area	---	---	---	✓
Wild Turkey Roosting Sites	---	---	---	✓
<del>Willow Flycatcher Potential Significant Habitat</del>	---	---	---	✓
Wolverine Possible Sighting	---	---	---	✓

J. COVENANTS & BOA DOCUMENTS

PROTECTIVE COVENANTS OF  
POWERLINE PROFESSIONAL PARK SUBDIVISION

DECLARATION

INTRODUCTION

② *Exh. 1A*

Declarant, as defined in Section 2.03 below, is developing a planned business park known as Powerline Professional Park Subdivision (hereinafter the "Subdivision"). The real property contained within the Subdivision is described on Exhibit A attached hereto and incorporated herein by this reference. It is Declarant's desire and intention to subject this real property to certain covenants, conditions and restrictions for the benefit of the property within the Subdivision. It is intended that said covenants, conditions, and restrictions bind and benefit not only Declarant and the purchasers of properties within the Subdivision, but also their respective successors, heirs and assigns and that all property within the Subdivision should be held, used, leased, sold and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration of Protective Covenants, (Declaration).

Declarant hereby declares that Powerline Professional Park Subdivision, is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied, and enjoyed subject to the following uniform protective covenants, conditions, restrictions, and equitable servitudes in furtherance of, and the same shall constitute, a general plan for the subdivision, ownership, improvements, sale, use, and occupancy of the Subdivision, to enhance the value, desirability, and attractiveness of the Subdivision.

This Declaration shall run with the real property described in Exhibit "A", shall be binding upon all persons having or acquiring any interest in any of said property or any part thereof; and shall inure to the benefit of, be binding upon, and be enforceable at law or in equity, as set forth hereinafter, by the Declarant, its successors in interest, each owner and his or its successors in interest, and the Architectural Control Committee acting for itself and as trustee on behalf of the Declarant and Owners.

ARTICLE I.  
STATEMENT OF PURPOSE

1.01 The purpose of this Declaration is to ensure a proper use and appropriate development and improvement of the real property that constitutes the Subdivision so as to provide a harmonious development that will promote the general welfare of the Owners and Tenants thereof and will protect the present and future value of such real property.

ARTICLE II.  
DEFINITIONS

2.01 ARCHITECTURAL CONTROL COMMITTEE (hereinafter sometimes be referred to as "ACC") shall mean the committee created pursuant to Article IV hereof.

2.02 BUILDING SITE shall mean any Lot shown on the Final Plat of Powerline Professional Park Subdivision and made subject to these covenants. easements

2.03 DECLARANT shall mean Powerline Professional Park Subdivision, and any successor entity or entities which (a) succeed to ownership of all, or substantially all, of that portion of Powerline Professional Park Subdivision owned by Powerline Professional Park Subdivision at the time of the succession and (b) which at the time of such succession are designated in writing by Powerline Professional Park Subdivision as a successor Declarant hereunder. Subsequent Declarants may thereafter designate their successors in accordance with this paragraph 2.03.

2.04 IMPROVEMENT shall mean and include every structure and all appurtenances thereto of every kind and type and any other physical change upon, over, across, above, or under a Building Site or upon existing improvements located in or on a Building Site or the landscaping and facilities within rights of way adjacent to such a Building Site. This definition shall include, but shall not be limited to, the following facilities and activities, whether of a permanent or temporary nature: buildings, outbuildings, parking structures and garages, parking lots and other parking areas, streets, roads traffic control devices and signs, driveways, bikeways, access roads, loading areas, signs, canopies, awnings, trellises, fences, lawns, landscaping (including landscaping of balconies, plaza, and other portions of buildings), plazas, patios, recreational facilities, walkways, pedestrian malls, sidewalks, shelters, security and safety devices and bridges, construction trailers and other temporary construction buildings, screening walls, retaining walls, stairs, decks, benches, and other exterior furniture, hedges, windbreaks, plantings, planted trees and shrubs, poles, exterior air conditioning, water softener fixtures or equipment, aerials, antennas, lighting fixtures, drainage structures, communications equipment including but not limited to microwave dishes and relay equipment, coaxial and fiber optic cables, satellite transmitting and/or receiving ground stations, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and color, texture, material, or other changes to any improvement; provided that with respect to such facility constructed on behalf of or for a utility, such facility is included in this definition only to the extent it is above ground. "Improvement" as defined herein shall not include improvements, alterations, or

remodeling which are completely within a building and which do not change the exterior appearance and are not visible from the outside and which do not alter the permitted use of the Building Site as defined in Section 2.02.

2.05 MAINTENANCE AND OPERATION ACTIVITY shall, subject to the provisions of Article VII, mean any activity or function that takes place on an ongoing basis or intermittently for the purpose of maintaining or operating any vacant, unimproved land or any improvement during construction or installation of the improvement or after such construction or installation has been completed or substantially completed, or for the purpose of enabling or facilitating any Property Use to take place.

2.06 OWNER shall mean the person or persons, including Declarant, who own or hold an aggregate fee simple interest in any of the real property subject to this Declaration. For purposes of this Declaration, the owners or holders of an "aggregate fee simple interest" shall not include holders or owners of (a) mortgages, deeds of trust, and other instruments pursuant to which said real property secures indebtedness, (b) easements, rights-of-way, or licenses that pertain to or affect, said real property, or (c) water, mineral, air, or subsurface rights that, as appropriate, are located in, on, under, over, or are appurtenant to, said real property.

### ARTICLE III. PERMITTED USES

3.01 Permitted Uses. Subject to Section 3.02, all Lots shall be used solely for such uses as are allowed within the C/G Commercial General zoning district, of the Garfield County, Colorado, under the conditions set forth herein.

3.02 Notwithstanding anything herein to the contrary: (a) no use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion; (b) the manufacture, storage, distribution, handling or disposal of materials which are considered toxic or hazardous under applicable law or which are otherwise regulated under applicable law shall be done only in strict compliance with all such applicable laws; (c) in no event shall any Lot or any Improvement thereon be used as or for a contractor's yard, motor freight terminal, petroleum bulk plant, metal/plumbing fabrication, wrecking yard, sheet-metal shop, welding shop, mobile home park, recreational vehicle park, lumber yard, or bottling plant (except for micro breweries or other small scale facilities); (d) in no event shall any Lot be used for the operation of a sexually oriented business; and (e) Improvements and uses shall comply with the requirements of all applicable zoning ordinances of the Garfield County, Colorado.

ARTICLE IV.  
ARCHITECTURAL CONTROL COMMITTEE

4.01 Establishment. There is hereby established an Architectural Control Committee ("ACC") for the Subdivision. The ACC shall consist of five regular members, who shall be appointed, reappointed and/or removed from office as hereinafter provided. Until the appointment of the initial members to the ACC, the Declarant shall have the authority to act as the ACC.

4.02 Initial Members of the ACC. At anytime prior to the sale of the first Lot within the Subdivision, Declarant shall appoint three members to the ACC. Such members need not be the owner of any interest in any Lot within the Subdivision. Members of the ACC appointed by the Declarant shall be known as Declarant Appointees. The term of office of each such initial Declarant Appointee shall expire on one year later \_\_\_\_\_. Immediately after the closing of the sale of the first Lot within the Subdivision (exclusive of Lot 2), the purchaser of such Lot shall be entitled to appoint a member to the ACC whose term shall expire on September 1, 2000. Immediately after the closing of the sale of the second Lot within the Subdivision, the purchaser of such Lot shall be entitled to appoint a member to the ACC whose term shall expire on one year later \_\_\_\_\_. The members to the ACC so appointed by the owners of Lots within the Subdivision shall have an ownership interest in a Lot within the Subdivision, either individually, or as a designated representative of a business entity that is the owner of the Lot, and shall hereinafter be referred to as Member Appointees.

4.03 Term. From and after the appointment of the initial members of the ACC as aforesaid, the term of office of a member of the ACC shall be two years, or until such time as he or she has resigned or has been removed or a successor has been appointed as provided herein, whichever ever occurs sooner. A member of the ACC may be removed from office at any time for any reason upon the unanimous vote of the four remaining members. Any vacancy that results from the removal of a Declarant Appointee shall be filled by the appointment of a new member by the Declarant. Any vacancy that results from the removal of an Member Appointee shall be filled by appointment of a new member by the remaining Member Appointees.

4.04 Subsequent Appointments to the ACC. So long as the Declarant, owns a total of five Lots within the Subdivision, three members of the ACC shall be Declarant Appointees. So long as the Declarant, owns a total of three Lots within the Subdivision, only two members of the ACC shall be Declarant Appointees. For example, if at the expiration of the term of the initial Declarant Appointees, the Declarant only own four Lots within the Subdivision, the Declarant would appoint 2 Declarant Appointees to fill two of the expired terms and the Member Appointees would appoint 1 new Member Appointee to fill the third expired

appearance and are not visible from the outside and which do not alter the permitted use of the Building Site as defined in Section 2.02 may be undertaken without such approval. All actions of the ACC shall be in accordance with or consistent with the purpose and intent of this Declaration and the specific criteria set forth in or promulgated pursuant hereto, including allowable Property Uses on a particular Building Site; provided, however, the actions of the ACC shall not be inconsistent with provisions regarding zoning and land use for specific property as adopted by Garfield County, Colorado. Each criteria may be amended from time to time by action of the ACC, that is consistent with and fulfills the purpose of these covenants. Until receipt by the ACC of all required plans and specifications and other information, the ACC may postpone any review of anything submitted for approval; provided, however, the ACC shall provide in writing, within thirty (30) days of such postponement, a statement of additional plans, specifications or information necessary for the ACC to commence such a review.

4.10 Limitations and Effect of Actions. The approval or consent of the ACC on matters properly coming before it shall not be unreasonably withheld. Decisions of the ACC shall be conclusive and binding on all interested parties.

4.11 Reply and Communications. The ACC shall reply to all submittals of plans made in accordance herewith in writing within thirty (30) days of receipt thereof, provided that all submittals shall be made two weeks in advance of the ACC's monthly meeting. If the ACC fails to approve or disapprove submittals within thirty (30) days after the same have been submitted, it shall be conclusively presumed that the ACC has approved the submittal, provided, however, that, if within the 30 day period the ACC gives written notice of the fact that more time is required for review thereof, there shall be no presumption that the submittal is approved until the expiration of such additional period of time as is set forth in the notice, such additional period of time not to exceed 30 days.

4.12 Approval or Disapproval. The ACC shall respond in writing to the submittal in one of the following ways:

- (a) Approval as submitted.
- (b) Approval with conditions.
- (c) Deferral of action pending receipt and review of further information required by the ACC.
- (d) Disapproval.

The ACC shall not, pursuant to Section 4.12(d), arbitrarily or unreasonably withhold its approval of any plans and specifications. If such approval is withheld, the ACC shall provide the Owner with a written statement setting forth the reasons for such disapproval of the submitted plans. Any approval by the ACC shall extend to the design concepts and plans presents, but not necessarily to design details. Each applicant is responsible for ensuring that all design details and actual construction conform to the approved concepts and plans and to all applicable governmental authority and other land use restrictions. All communications and submittals shall be addressed to \_\_\_\_\_ or to any such address as the Chairman of the ACC shall thereafter designate in a writing addressed and mailed to the Owners.

4.13 Certificate of Compliance. Upon payment of a reasonable fee not to exceed Twenty Dollars (\$20.00) and upon written request of any Owner, mortgagee, prospective Owner, tenant or prospective tenant of a Building Site, the ACC shall issue an acknowledgment certified in recordable form, setting forth generally whether or not said Owner is in violation of any of the terms and conditions of these Covenants known to the ACC. Said written statement shall be conclusive upon the ACC in favor of the persons who rely thereon in good faith. Such statement shall be furnished by the ACC within a reasonable time, but not to exceed twenty (20) days from the receipt of a written request for such written statement. In the event the ACC fails to furnish such statement within said twenty (20) days, it shall be conclusively presumed that said Building Site is, to the best of the ACC's knowledge, in conformance with all of the terms and conditions of these Covenants.

4.14 No Waiver of Future Approvals. The approval or consent of the ACC to any plans or specifications for any Improvement or Property Use in connection with any other matter requiring the approval or consent of the ACC, shall not be deemed to constitute approval of, or a waiver of the right of the ACC to withhold approval or consent to, any other plans or specifications for that Improvement or Property Use, or any plans or specifications for any other Improvement or Property Use, or any other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

4.15 Obligations with Respect to Zoning and Subdivision. All Improvements, Property Uses, and Maintenance and Operations Activities shall comply fully with the zoning, land use, and subdivision regulations applicable to any real property that is part of Powerline Professional Park Subdivision. The ACC shall have the right to withhold its approval of plans for any Improvement or Property Use and to cite Maintenance and Operation Activities for noncompliance with this Declaration if the Improvement, Property Use, or Maintenance and Operation Activities in any way would violate or would be inconsistent with said zoning, land use or subdivision regulations.



5.06 Modified Submission Requirements. The ACC, at its sole discretion, may waive or excuse compliance with the submittal set forth in the ACC Rules and Standards if the ACC determines that some or all of the information or materials required by the ACC Rules and Standards is not necessary or appropriate in specific situations, and in such situations the ACC may establish and permit compliance with different or alternative submittal requirements.

5.07 Additional Submittal Requirements. In addition to the foregoing submittal requirements, the ACC may promulgate and adopt, as part of the ACC Rules and Standards, additional submittal requirements that are not inconsistent with the requirements set forth in this Article. These requirements may include, but not be limited to, submission of sketch plans and construction drawings at various times during the approval process, and the requirements may establish periods of validity for approvals of such submissions. Furthermore, in the ACC Rules and Standards, the ACC may delegate to its staff and/or consultants the authority to approve or disapprove any such additional submittals, provided that the applicant shall have the right to appeal to the ACC any action on such additional submittals by the staff and/or consultants other than an unconditional approval thereof.

5.08 Approval Criteria-Generally. Approval shall be based, among other things, on adequacy of Building Site dimensions, conformity and harmony of external design with neighboring structures, affect of location and use of improvements on neighboring buildings, operations and uses, and the visibility of and access to a proposed structure; relation of topography, grade and finished ground elevation of the building site being approved to that of neighboring building sites; proper facing of elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The ACC shall not arbitrarily or unreasonably withhold such approval of such plans and specifications. The ACC shall not consider the economic effects of a proposed Improvement upon other Lots or Owners within the Subdivision in its decision to approve or deny a proposed Improvement.

ARTICLE VI.  
CONSTRUCTION AND ALTERATION

6.01 Construction Standards. Construction or alteration of any Improvements shall meet the standards set forth in these Protective Covenants and shall promptly and diligently be completed in accordance with Plans and Specifications approved by the ACC. For the purposes of these Protective Covenants, when a construction material is specified herein, another material may be used in lieu thereof, provided such material is determined by the Architectural Control Committee to be equivalent to, or better than, the specified material.

6.02 Finishes. All buildings (including parking garages) shall have exterior walls (including rear walls) of face brick, stone, concrete, marble, anodized aluminum, glass or equivalent permanently-finished materials. Stucco (natural or synthetic) may be utilized as an exterior finish provided that such finish does not exceed twenty-five percent (25%) of the exterior vertical surface of an Improvement. If exterior walls are concrete they must have a sandblasted, bushhammered or exposed aggregate finish. No building shall be covered with sheet or corrugated aluminum, asbestos, iron or steel except where necessary to maintain corporate or business identity (in which event the extent and impact of the coverage will be limited to cosmetic identification needs). Where an Owner can substantiate a material that is equivalent (to the finishes specifically permitted above in this Section 6.02), permanently-finished and architectural in nature, the Architectural Control Committee will review such alternative finish and make a determination of its acceptability or non-acceptability. In the event that the Architectural Control Committee determines that such an alternative material is acceptable, then such alternative material shall be permitted to the extent provided in the Plans and Specifications with respect thereto approved by the Architectural Control Committee. Metal roofing shall be of a permanent finish type where natural galvanized type finishes are prohibited. All exterior finishes shall be designated in the Plans and Specifications submitted to the Architectural Control Committee.

6.03 Sidewalks. Sidewalks of design and in location approved by the Architectural Control Committee are required and shall be constructed along the right-of-way of all dedicated streets abutting any property line of any Parcel. Such sidewalks and any other pedestrian/bicycle paths shall thereafter be maintained by the Owner pursuant to Article VII hereof.

6.04 Landscaping. Any portion of a Lot upon which Improvements are not constructed shall either be landscaped in accordance with landscape criteria which may be adopted by the ACC and included in the ACC Rules and Standards or maintained in its natural state. The ACC may require additional tree and/or shrub planting to achieve adequate screening as provided in the landscape criteria. An irrigation system approved by the ACC shall be installed in all landscaped areas. Landscaping in accordance with the Plans and Specifications approved by the ACC must be installed within 30 days following the occupancy of any Improvement on the Lot. This period may be extended by the ACC in the event of delays caused by adverse weather conditions including, without limitation, seasonal conditions unfavorable for planting, or other causes beyond the reasonable control of the Owner.

6.05 Screening. All service areas shall be screened from public view by screens, landscaping, walls, fences or other devices, as approved in writing by the ACC. Without limitation of the foregoing, all trash areas (and dumpsters) shall be maintained in permanently screened and fenced enclosures which shall not be visible from any dedicated

7.02 Site and Building Maintenance. Each Owner shall keep his premises, buildings, improvements, and appurtenances including parking areas in a safe, clean, and neat condition; shall remove, replace, or restore all such items not in such condition; and shall comply in all respects with all government, health, and police requirements and with such maintenance standards as are established by the ACC as part of the ACC Rules and Standards. Each Owner shall remove at its own expense at least once a week any rubbish or trash of any character that may accumulate on his property and shall keep unlandscaped areas maintained. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators.

7.03 Landscape and Grounds Maintenance. The landscaped development shall be maintained in a neat and adequate manner. Required maintenance activities shall include, but not be limited to, mowing of lawns, trimming of hedges, adequate irrigation, replacement of dead, diseased, or unsightly landscaping, removal or control of weeds from planted areas, and appropriate pruning of plant materials. These landscaping maintenance standards shall apply to any property included in an approved landscaping plan, whether that property is part of a Building Site or not.

7.04 Additional Maintenance and Operation Activity Criteria. In addition to the foregoing maintenance and operation activity criteria, the ACC may promulgate and adopt, as part of the ACC Rules and Standards, additional maintenance and operation activity criteria that are not inconsistent with the criteria set forth in this Article and that implement the purpose of these Protective Covenants set forth in Article I of this Declaration. From time to time these additional criteria may be amended by the action of the ACC.

7.05 On-street Parking. No parking shall be permitted on any street or access road, either public or private, or at any place other than the paved parking spaces provided unless specifically approved by the ACC in the review process set forth in Section 5.02. Each Owner shall be responsible for compliance with this requirement by its tenants, employees and visitors. Owners or users of vehicles parked in violation of this provision shall be subjected to the sanctions provided by governmental ordinance, if any, that prohibit or restrict such parking, and regardless of the existence of any government sanctions, the vehicle so parked shall be subject to removal at the Owners' expense at the direction of the ACC or any of its representatives.

2  
NO  
5.02

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7.06 Independent Sewage Disposal System. Each Owner shall be responsible for inspections, maintaining, management, maintenance, and repair of the ISDS installed on its Lot, and shall comply in all respects with all governmental, health, and police requirements, and with such further maintenance or management standards that are established by the ACC as part of the ACC's Rules and Regulations, or any maintenance or management requirements imposed or the Subdivision by the County of Garfield or the

State of Colorado. The Owner expressly grants the right to the Association, or its designee, to conduct periodic inspections of the ISDS on each Lot to ensure the Owner's compliance with the obligations related to ISDS as set forth in the Protective Covenants as in any requirements imposed on the Subdivision by the County of Garfield or the State of Colorado.

7.07 Variations. The ACC may authorize variances in compliance with any of the maintenance and operation activity criteria set forth in this Declaration or in any additional criteria promulgated and adopted as part of the ACC Rules and Standards pursuant to Section 5.01 hereof when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental objectives or considerations may warrant, in the sole discretion of the ACC.

*NO 5.01*

7.08 Remedies for Failure to Maintain and Repair.

(a) Remedies. Except as otherwise provided in Section 7.08 (b) if an Owner shall fail to perform the maintenance and repairs required by this Article then the ACC, after 15 days prior written notice to such delinquent Owner, shall have the right but not the obligation, to perform such maintenance and repair and to charge the delinquent Owner with the cost of such work together with the interest thereon at the maximum statutory rate from the date of the ACC's advancement for such work to the date of reimbursement of the ACC by Owner. If the delinquent Owner shall fail to reimburse the ACC for such costs within 10 days after demand therefor, the ACC may file for record in the office of County Recorder of Garfield County, Colorado, a claim of lien signed by the ACC for the amount of such charge together with interest thereon, which claim shall contain: (1) a statement of the amount unpaid and the interest accrued thereon; (2) a legal description of the property owned by the delinquent Owner; and (3) the name of the delinquent Owner. Such claim of lien shall be effective to establish a lien against the interest of the delinquent Owner in his property together with interest at the maximum statutory rate on the amount of such advance from the date thereof, administrative fees, recording fees, cost of title search obtained in connection with such lien or the foreclosure thereof, and court costs and reasonable attorneys fees which may be incurred in the enforcement of such a lien.

(b) Remedies Related to the ISDS. If the Association or its designee, is in good faith informed or believes that the ISDS on a Lot is not properly being inspected, monitored, managed, maintenance, or repaired, or is otherwise in violation of the Protective Covenants, the ACC Rules and Regulations, or any requirements imposed on the Subdivision by the County of Garfield, or State of Colorado, the Association or its designee, may, but is not obligated to, enter upon the Lot to so inspect, manage, maintain, or repair the ISDS, if the Owner fails to so act within one day verbal or written notice. The provisions relating to the charging for such work to the Owner and any necessary filing of

*Central system now*

liens set forth in the foregoing section 7.08(a) shall apply to the Association efforts under this provision.

(c) Foreclosure of Lien. Subject to the provisions of Article XI, such a lien, when so established against the property described in said claim shall be prior or superior to any right, title, interest, lien or claim which may be or may have been acquired in or attached subsequent to the time of filing such claim for record. Any such lien shall be for the benefit of the ACC and may be enforced by foreclosure upon the site including improvements, with respect to which the assessment has not been paid, in like manner as a mortgage on real property is foreclosed under the laws of the State of Colorado. In any such foreclosure, the delinquent Owner shall be required to pay all costs and reasonable attorneys' fees in connection with the preparation and filing of the Notice, as provided herein, and all costs and reasonable attorneys' fees incurred in connection with the foreclosure. The ACC shall notify any mortgagee of the site, including improvements being foreclosed, if such encumbrance is recorded and contains an address. Any mortgagee holding a lien on a site including improvements being foreclosed may, but shall not be required to, pay any unpaid assessment and upon such payment, such mortgagee shall have a lien on the site including improvements, for the amount paid of the same rank as the lien of the ACC. The amount of the assessment against each site shall also be the personal and individual debt of the Owner thereof at reasonable attorney's fees and costs as aforesaid for such unpaid assessment may be brought without foreclosing or waiving the lien securing same. The ACC shall have the power to bid on the liened property at any foreclosure sale, and to acquire, lease, mortgage and convey the same.

(d) Cure. If a default for which a notice of claim of lien was filed is cured, the ACC shall file or record a rescission of such notice, upon payment by the defaulting Owner of the costs of preparing and filing or recording such a rescission, and other reasonable costs, attorneys' fees, interest or expenses which have been incurred.

(e) Non-exclusive Remedy. The foregoing lien and the rights to foreclosure thereunder shall be in addition, and not in substitution for, all other rights and remedies which any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessment.

7.09 Utility Lines and Antennas. Sewer, drainage or utility lines or wires or other devices for the communications or transmission of electrical current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained either within buildings or structures or in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures unless approval for such construction, placement or maintenance above ground is obtained by the Owner from the ACC. No antenna or microwave dish for the transmission or reception of telephone, television, microwave or radio signals shall be placed on any building or other

improvements within the subject property unless the consent of the ACC shall first be obtained. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on the subject property.

7.10 Signs. All signs shall conform with written sign standards for the property as adopted by the ACC and all applicable laws and governmental regulations.

7.11 Onsite Drainage. Each building site Owner shall be required to provide adequate drainage facilities approved by the ACC; provided that such approval shall not act as a substitute for any requirements set forth by any governmental regulations.

#### ARTICLE VIII. MINING

No oil, natural gas, petroleum, sand, gravel, or other mineral substance shall be produced from any well, mine, or shaft located upon, in or under the Property. No derrick or other structure designed for use in or used for boring or drilling for oil, or natural gas shall be permitted upon or above the surface of the Property.

#### ARTICLE IX. WATER

9.01 Conservation. Declarant recognizes that water is scarce in Colorado and desires to promote water conservation practices wherever practicable throughout the development of the Property. To that end, Owners and their design personnel are encouraged to meet as early as possible with the ACC to determine the best possible use of water conservation methods for the Owner's particular Building Site including, but not limited to, placement of Improvements on the Building Site, use of native or drought-tolerant grasses to minimize the need for irrigation and the use of water conservation devices within the Improvements.

#### ARTICLE X. TERM AND AMENDMENT

10.01 Term. This Declaration, including all the covenants, conditions, and restrictions hereof, shall run with and bind all property and interests therein that are a part of Powerline Professional Park Subdivision (excluding Lot 12 thereof) for a period of twenty five (25) years from the date hereof and thereafter be renewed automatically from year to year unless sooner amended or terminated as hereinafter provided.

10.02 Amendment. Subject to the provisions of Section 10.01, if the Declarant owns any real property or interest therein that is part of Powerline Professional Park Subdivision, this Declaration may be amended or terminated by an instrument in writing (a) executed and acknowledged upon the majority vote of the Declarant and Owners with each Lot allocated one (1) vote and (b) placed of record in the real property records of Garfield County, Colorado; provided, however, that during the initial twenty-five year term of these Covenants, if Declarant owns any of the real property in fee simple, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. If the Declarant does not own any real property or interest therein that is part of Powerline Professional Park Subdivision, this Declaration may be amended or terminated by an instrument executed and acknowledged upon the vote of two-thirds (2/3) of the Owners and placed of record in the real property records of Garfield County, Colorado. Amendments made pursuant to the provisions of this Section 10.02 shall inure to the benefit and be binding upon all property and interests therein that are part of Powerline Professional Park Subdivision. A certificate of a title insurance company qualified to do business in the State of Colorado or a licensed abstract company showing record Ownership of the land shall be conclusive evidence of such Ownership and status for voting purposes.

ARTICLE XI.  
ENFORCEMENT

11.01 Enforcement Powers and Procedures. The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of all real property that is part of Powerline Professional Park Subdivision. These conditions, covenants, restrictions, and reservations may be enforced, as provided hereinafter, by each Owner, as well as by the ACC acting for itself or as trustee on behalf of the Owners. Each Owner, by acquiring an interest in Powerline Professional Park Subdivision, shall be conclusively deemed to appoint irrevocably the ACC as his or its trustee for such purposes. Violation of any condition, covenant, restriction, or reservation herein contained shall give to the ACC and to the Owners, or any of them, the right to bring proceedings at law or in equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions, and reservations shall give to the ACC acting as the trustee the right to enter upon the premises on which the violation is occurring and abate, remove, modify, or replace at the expense of the Owner thereof any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. Every act, omission of act, or condition that violates the covenants, conditions, restrictions, and reservations herein contained shall constitute a nuisance and every remedy available at law or in equity for the

abatement of public or private nuisances shall be available to the Owners and the ACC. In any such action to enforce these Protective Covenants, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Owners or the ACC to enforce any of the conditions, covenants, restrictions, or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and the Owners or the ACC shall not be liable therefor.

ARTICLE XII.  
MISCELLANEOUS PROVISIONS

12.01 Owner's Liability Subsequent to Sale. Upon sale of a Building Site, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Building Site sold after the date of the conveyance, provided, however, that nothing herein shall be construed so as to relieve an Owner of any Building Site from any liabilities or obligations incurred prior to such sale pursuant to this Declaration of Protective Covenants. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site.

12.02 Separability. Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

12.03 Government Regulations. To the extent that the applicable county, municipal, or other governmental regulations, rules, codes, ordinances, or laws are more restrictive than these covenants, they shall supersede these covenants and govern at all times.

12.04 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular paragraphs to which they refer.

12.05 Notice. Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested, or hand delivered, and shall be directed as follows: If intended for a Building Site Owner (1) to the address of the Building Site if improved; (2) if the Building Site is not improved, to the address set forth in the purchase contract or purchase contract application; or (3) to the mailing address registered by the Owner with the ACC: (4) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to \_\_\_\_\_ or



STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The above and foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 1999, by \_\_\_\_\_, President of  
\_\_\_\_\_.

Witness my hand and seal.

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

Address:

My commission expires:

**ARTICLES OF INCORPORATION**  
**OF**  
**POWERLINE BUSINESSOWNERS ASSOCIATION**

**(a Colorado Nonprofit Corporation)**

The undersigned, acting as incorporator of a corporation under the Colorado Revised Nonprofit Corporation Act, adopts the following Articles of Incorporation for Sunlight View II Homeowners Association (the "Association"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Sunlight View II Subdivision to be recorded in the Office of the Clerk and Recorder of Garfield County, Colorado, and any supplement or amendment thereto (the "Declaration"). All of the lands that become subject to said Declaration from time to time are hereinafter referred to as the "Common Interest Community."

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ARTICLE I

NAME

The name of the corporation is **POWERLINE BUSINESSOWNERS ASSOCIATION.**

ARTICLE II

DURATION

The period of its duration shall be perpetual.

ARTICLE III

PURPOSES

The business, objects and purposes for which the Association is organized are for the acquisition, construction, management, maintenance and care of "association property" (as that term is used and defined in Section 528 of the Internal Revenue Code and its regulations), including, but not limited to, the following:

1. To be and constitute the Association to which reference is made in the Declaration to be made, executed and recorded by Western Slope Development Ltd., a Colorado limited partnership (hereinafter it and its successors and assigns are referred to as the "Declarant") pursuant to the Colorado Revised Nonprofit Corporation Act and the Colorado Common Interest Ownership Act, Title 38, Article 33.3 (as amended from time to time, hereinafter referred to as the "Colorado Common Interest Ownership Act"), and to perform all obligations and duties of the Association and;

to exercise all rights and powers of the Association described in said Declaration, as it may be amended from time to time.

2. To provide an entity for the furtherance of the interests of all of the Owners and Occupants in the Common Interest Community, including the Declarant named in the Declaration, with the objective of establishing and maintaining the Common Interest Community as a residential project of the highest possible quality and value and enhancing and protecting its value, desirability and attractiveness, and to promote the health, safety and welfare of the Owners and Occupants within the Common Interest Community and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

#### ARTICLE IV

##### POWERS

In furtherance of its purposes, the Association shall have all of the powers conferred upon nonprofit corporations by the statutes and common law of the State of Colorado in effect from time to time, including all of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Association under the Declaration. Such powers shall include, but shall not be limited to, the following:

1. The Association shall have all of the powers, authority and duties permitted pursuant to the Colorado Revised Nonprofit Corporation Act and the Colorado Common Interest Ownership Act;

2. The Association shall have all of the powers, authority and duties necessary and proper to manage the business affairs of the Common Interest Community, including without limitation those conferred upon it by the Declaration, as it may be amended from time to time;

3. Subject to applicable law, the Association shall have all of the powers, authority and duties necessary and proper to maintain, repair, improve, replace, manage and otherwise deal with the Common Elements, as defined in the Declaration.

=1. The Association shall be prohibited from engaging in any regular business or activity of any kind ordinarily carried on for profit.

#### ARTICLE V

##### BOARD OF DIRECTORS

1. The affairs of the Association shall be conducted, managed and governed by a Board of Directors. The duties, qualifications, number and term of members of the Board of Directors (the "Directors") and the manner of their election and removal shall be as set forth in the Bylaws.

2. The initial Board of Directors shall consist of three (3) members. The names and addresses of the persons who shall serve until the first election of Directors and until their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
George Patterson	836 County Rd. 210 Rifle, CO 81650
John Amos	836 County Rd. 210 Rifle, CO 81650
William McPartlind	836 County Rd. 210 Rifle, CO 81650

#### ARTICLE VI

##### PERIOD OF DECLARANT CONTROL

1. In the Declaration, Declarant has reserved the right to appoint and remove Directors and officers until the date which is the earlier of (a) sixty (60) days after conveyance of 75% of the Lots that may be created to Owners other than Declarant; (b) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business; (c) two (2) years after any right to add new Lots was last exercised by Declarant; or (d) when, in its discretion, Declarant so determines (the "Turnover Date").

2. During the Period of Declarant Control: (a) Not later than sixty (60) days after conveyance of 25% of the Lots that may be created to Owners other than Declarant, at least one member and not less than 25% of the members of the Board of Directors must be elected by Owners other than Declarant; and (b) not later than sixty (60) days after the conveyance of 50% of the Lots that may be created to Owners other than Declarant, not less than 33 1/3% of the members of the Board of Directors must be elected by Owners other than Declarant.

3. At any time prior to the Turnover Date, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board of Directors. In such event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board of Directors or the Association.

4. Not later than the Turnover Date, the Lot Owners (including Declarant) shall elect a Board of Directors of at least three (3) members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant, and the Board of

Directors shall elect the officers, with such Board of Directors members and officers to take office upon election.

Within sixty (60) days after Owners other than Declarant elect a majority of the members of the Board of Directors, Declarant shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by Declarant, including without limitation those items specified in Section 38-33.3-303(9) of the Colorado Common Interest Ownership Act.

## ARTICLE VII

### MEMBERS AND VOTING RIGHTS

1. There shall be one "Membership" in the Association for each Lot within the Common Interest Community. The Person or Persons who constitute the Owner of a Lot shall automatically be the holder of the Membership appurtenant to that Lot, and shall collectively be the "Member" of the Association with respect to that Lot, and the Membership appurtenant to that Lot shall automatically pass with fee simple title to the Lot. Declarant shall hold a Membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, and may not otherwise be separated from ownership of a Lot.

2. Each Lot in the Common Interest Community shall have one (1) vote in the Association. The Owner of the Lot shall exercise the voting right of such Lot. If title to a Lot is owned by more than one (1) Person, such persons shall collectively cast their vote.

## ARTICLE VIII

### PROXY VOTING

A Member shall be entitled to vote in person on any matters on which such Member is entitled to vote, and may vote on such matters by proxy in the manner set forth in the Bylaws.

ARTICLE IX

CUMULATIVE VOTING

Cumulative voting by Members in the election of Directors shall not be permitted.

ARTICLE X

INITIAL REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Association shall be 836 County Road 210, Rifle, Colorado 81650. The initial registered agent at such address shall be George Patterson. The written consent of the Association's initial registered agent to the appointment as such is stated below.

ARTICLE XI

PRINCIPAL OFFICE

The address of the principal office of the Association is 826 County Road 210, Rifle Colorado 81650.

ARTICLE XII

INUREMENT AND DISSOLUTION

No part of the income or net earnings of the Association shall inure to the benefit of, or be distributable to, any Member, Director, or officer of the Association or to any other private individual, except that: (i) reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes; (ii) reimbursement may be made for any expenses incurred for the Association by any officer, Director, Member, agent or employee, or any other person or corporation, pursuant to and upon authorization of the Board of Directors; and (iii) rebates of excess membership dues, fees, or Assessments may be paid.

In the event of dissolution of the Association, the property and assets thereof remaining after providing for all obligations shall then be distributed pursuant to the Colorado Revised Nonprofit Corporation Act at Article 134, and if the Planned Community is terminated, then pursuant to the

Colorado Common Interest Ownership Act at Section 38-33.3-218.

### ARTICLE XIII

#### ELIMINATION OF CERTAIN LIABILITIES OF DIRECTORS

There shall be no personal liability, either direct or indirect, of any Director of the Association to the Association or to its Members for monetary damages for any breach or breaches of fiduciary duty as a Director; except that this provision shall eliminate the liability of a Director to the Association or to its Members of monetary damages for any breach, act, omission or transaction as to which the Colorado Revised Nonprofit Corporation Act or the Colorado Common Interest Ownership Act prohibits expressly the elimination of liability. The provision is in the Association's original Articles of Incorporation and thus is effective on the date of the Association's incorporation. This provision shall not limit the rights of Directors of the Association for indemnification or other assistance from the Association in accordance with applicable law. This provision shall not restrict or otherwise diminish the provisions of Colorado Revised Statutes, Section 13-21-115.7 (concerning no liability of directors except for wanton and willful acts or omissions), any amendment or successor provision to such Section, or any other law limiting or eliminating liabilities, such as Colorado Revised Statutes, Section 38-33.3-303(2) (fiduciary duties of officers and directors if appointed by Declarant; if not so appointed, then no liability except for wanton and willful acts or omissions). Any repeal or modification of the foregoing provisions of this Article by the Members of the Association or any repeal or modification of the provision of the Colorado Revised Nonprofit Corporation Act which permits the elimination of liability of directors by this Article shall not affect adversely any elimination of liability, right or protection of a Director of the Association with respect to any breach, act, omission, or transaction of such Director occurring prior to the time of such repeal or modification.

### ARTICLE XIV

#### AMENDMENT OF ARTICLES: CONFLICTS

1. These Articles of Incorporation may be amended from time to time in the manner set forth in the Colorado Revised Nonprofit Corporation Act, provided always that such amendments are consistent with the terms and provisions of the Declaration.

2. In the event of a conflict between the terms and provisions of these Articles and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall govern and control.

3. In the event of a conflict between the terms and provisions of these Articles and the terms and provisions of the Bylaws adopted by the Board of Directors, the terms and provisions of these Articles shall govern and control.





K. LETTER OF FINANCIAL SECURITY

# FIRST MORTGAGE INVESTORS, LTD.

2721 PIEDMONT ST, KENNER LA 70062 TEL 504 453 6077 FAX 504 467 0077

APRIL 28, 2000

WESTERN SLOPE DEVELOPMENT  
P. O. Box 1198  
Rifle, Co., 81650

Attention Mr. William Mc Partland Treasurer

Re: Powerline Professional Park Subdivision Rifle, Co.

Subject: Loan Commitment

Dear Mr. Mc Partland

It is with great pleasure that we advise you that your loan in the amount of \$75,000.00 Seventy Five Thousand Dollars, has been approved.

Interest 10% per annum payable monthly. A commitment fee of \$2,000.00 should be included with your acceptance.

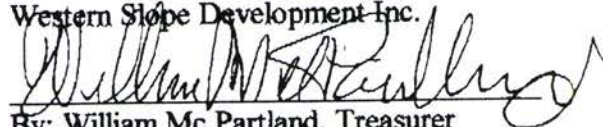
This loan is to cover the cost of installing the road, and utilities including the fire water pond.

Please indicate your acceptance of this loan commitment by signing on the acceptance line and returning to us prior to May 15, 2000. In the event we do not receive the signed original of this document together with the commitment fee, in the amount of \$2,000.00, by May 15, 2000 this commitment is null and void.

Yours Very Truly  
First Mortgage Investors Ltd.

  
By: James A. Namias, President

Accepted  
Western Slope Development Inc.

  
By: William Mc Partland, Treasurer

MAY 5, 2000  
Date

L. REVIEW AGENCY LETTERS

# CITY of RIFLE

202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, COLORADO 81650 • (970) 625-2121 • FAX (970) 625-3210

December 3, 1999

Garfield County Planning Commission & Board of Commissioners  
109 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

RE: Commercial development in unincorporated areas near the City.

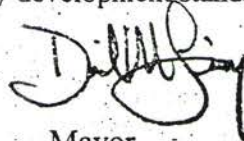
Dear Garfield County Planning Commission & Board of Directors;

Recently the City was noticed for comment from the Garfield County Planning Department concerning the Powerline Commercial Park, just to the east of Rifle. The developer contacted the City last summer to determine if any City services might be available in this area. It was the City's view that services would not be available in the foreseeable future in this area. Consequently, the developer has begun the subdivision process at the County level.

We have been noticed of this action by the County as it falls well within our "three mile" area of influence. This is, therefore, our opportunity to comment to the Garfield County Planning Commission and Board of Commissioners.

Following discussion by the City Council at its Dec 1, 1999 Regular meeting it was determined that the City does not oppose this proposal and that it would ask the County to consider the following concerns:

- The City supports the creation of jobs and tax base in and around Rifle.
- The City would expect the County to take appropriate measures to ensure that the effects of this development would create no short or long term damage to this area (visual, environment, social, etc.) One specific concern of the City is that Rifle's primary domestic water intake is in close downstream proximity to this project, and this area has a relatively shallow subsurface aquifer. All steps must be taken to ensure that wastewater disposal does not contaminate the aquifer and eventually the City water intake structure.
- The City would request that as this parcel is developed the requirements of the Rifle Municipal Code, Title 17 and the Rifle Public Works Manual be followed. The City would expect at some date that this area may be appropriate for annexation, and that municipal services would be available. In an effort to make this occurrence most beneficial for all parties, it would be appropriate for the County to require the City development standards.



Mayor

cc: Board of Commissioners  
Garfield County Planning Commission  
Rifle City Council

GARFIELD COUNTY  
PLANNING DEPARTMENT  
109 8TH ST. - SUITE 303  
GLENWOOD SPRINGS, CO 81601

RECEIVED DEC 06 1999

22



**Western Slope Development**  
**Box 324**  
**Silt, CO 81652**  
**970.876.5242 Office**  
**970.876.5825 Fax**

April 25, 2000

Book Cliff Soil Conservation Dist.  
Attn: Charles Ryden  
P.O. Box 1302  
Glenwood Springs, CO 81602

Dear Mr. Ryden,

In response to your letter dated 11/30/99, I would like to clarify the current weed condition on the Powerline Professional Park subdivision proposal. In conversation with Steve Anthony, we have determined that there is not an infestation of Yellow Toadflax or Leafy Spurge, there are however, small areas Milk Thistle and Common Burdock.

Currently, a management plan for these areas is being developed for review and approval by Mr. Anthony.

Thank you for your correction of the Soils Map in the Preliminary Plan. This mistake will be corrected prior to review of the plan by the Board of County Commissioners. Additionally, your suggestion of weed free seed and mulch during construction and a long term landscape maintenance and repair component has been included in the covenants and will be provided for in the Subdivision Improvements Agreement.

Thank you for your taking the time for our review.

Sincerely,



John E. Barbee  
Project Manager

jeb:ss

Enclosure

cc: Robert Klein, w/o encl.  
Steve Anthony, w/o encl.

BOOKCLIFF SOIL CONSERVATION DISTRICT  
PO BOX 1302  
GLENWOOD SPRINGS, CO 81502  
(970) 945-5494

Garfield County Planning Commission  
109 8th Street  
Glenwood Springs, CO 81602

November 30, 1999

Dear Sir:

At the regular monthly meeting of the Bookcliff Soil Conservation District, the Board reviewed the application and plan for the Powerline Professional Subdivision.

The Board is concerned about noxious weed control. In Powerline Professional Park's proposal, they stated that there is an infestation of yellow toadflax, Common Burdock, Leafy Spurge, and Musk Thistle, due the lack of stewardship of the land. The Board suggests that this subdivision contact Garfield County Vegetation Management for proper weed control of these noxious weeds.

Any cuts for roads or construction should be revegetated to prevent erosion. Weed free seed and mulch should be used for any reseeding of the area. Monitoring of all seeding should be done to see if the grass is establishing or if weeds are becoming a problem. Reseeding or weed control practices should be implemented if a problem is noticed.

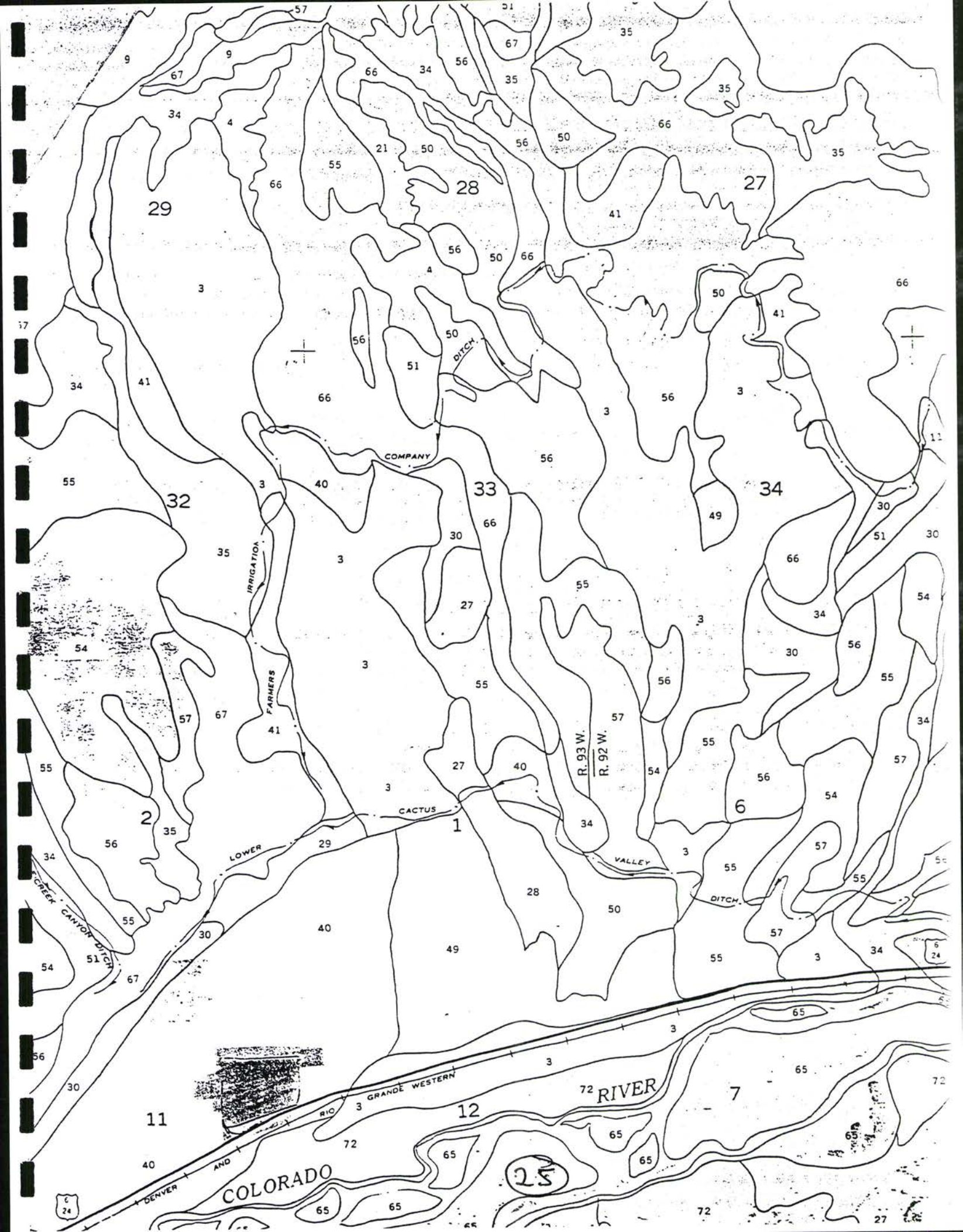
The soils map in the Preliminary Plan did not include the land involved. Enclosed please find the correct information.

Sincerely,

*Charles Ryden*  
Charles Ryden, President  
Bookcliff Soil Conservation District

RECEIVED DEC 0 2 1999

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MEMORANDUM

To: Mark Bean  
From: Steve Anthony  
Re: Powerline Professional Park  
Date: November 29, 1999

---

Mark,

In Section 3F (Wildlife and Vegetation) the applicant lists the presence of the following noxious weeds:

Yellow toadflax  
Common burdock  
Leafy spurge  
Musk thistle

Burdock and musk thistle are fairly common throughout Garfield County and may indeed be found on the site. Yellow toadflax and leafy spurge are known to be located in Garfield County, however the presence of these plants at this site would be new locations to staff. ~~Since toadflax and spurge are not known to be in this area, it is essential to document exactly where they are on this site.~~

Please request that the applicant provide documentation as to the specific location of the toadflax and spurge. If these plants are located in an area of the site that will not be developed, please have the applicant submit a treatment plan for the yellow toadflax and leafy spurge. The plan must include the following:

- Method of treatment.
- If chemical treatment, state name of herbicides and rates.
- Schedule of treatment.
- Plans for followup.
- Name applicator that will do the work.



# RIFLE FIRE PROTECTION DISTRICT

April 11, 2000

Garfield County Building and Planning  
109 8<sup>th</sup> Street  
Glenwood Springs, Colorado 81601  
Attention: Jeff Lourien

Reference: Powerline Professional Park

Jeff,

The Rifle Fire Protection District has continued to review the fire protection requirements of the proposed Powerline Professional Park East of Rifle. As you are aware, the current drawings indicate a water storage pond in the cul-de-sac at the end of the shared driveway and a water main running south to the entrance of the subdivision. Provisions have been included to allow the installation of pump for pressurization of the system.

The District has discussed these matters with Mr. Barbee and is comfortable with the proposal. It has been further discussed with Mr. Barbee that it will be likely that a pump will be necessary to pressurize the line to the south at some point, however, this requirement as well as the capacities of the pump can not be determined until the specific types of occupancies and construction methods are determined.

The District is comfortable with approval of the preliminary design as presented. Final approval of the engineering and installation will be at the final plat phase. Final determination of pressure requirements and flow requirements (i.e. sprinkler system needs) is determined at the building permit phase. Thank you for your cooperation and feel free to contact me if you have any additional questions.

Sincerely,



Mike Morgan  
District Chief

Cc: John Barbee



# Garfield School District No. Re-2

Lennard Eckhardt Superintendent

Lawrence D. McBride Associate Superintendent

November 9, 1999

Garfield County Planning Department  
109 8th Street, Suite 303  
Glenwood Springs, CO 81601

To Whom It May Concern:

I have reviewed the Preliminary Plan proposal for the Powerline Professional Park which is going before the planning commission. At this time there are no concerns or comments.

Sincerely,

Lennard Eckhardt  
Superintendent

RECEIVED NOV 10 1999

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File Copy

Exhibit 11

POWERLINE

PROFESSIONAL

PARK

WATER SUPPLY  
PLAN

# POWERLINE PROFESSIONAL PARK WATER SUPPLY PLAN

## TABLE OF CONTENTS

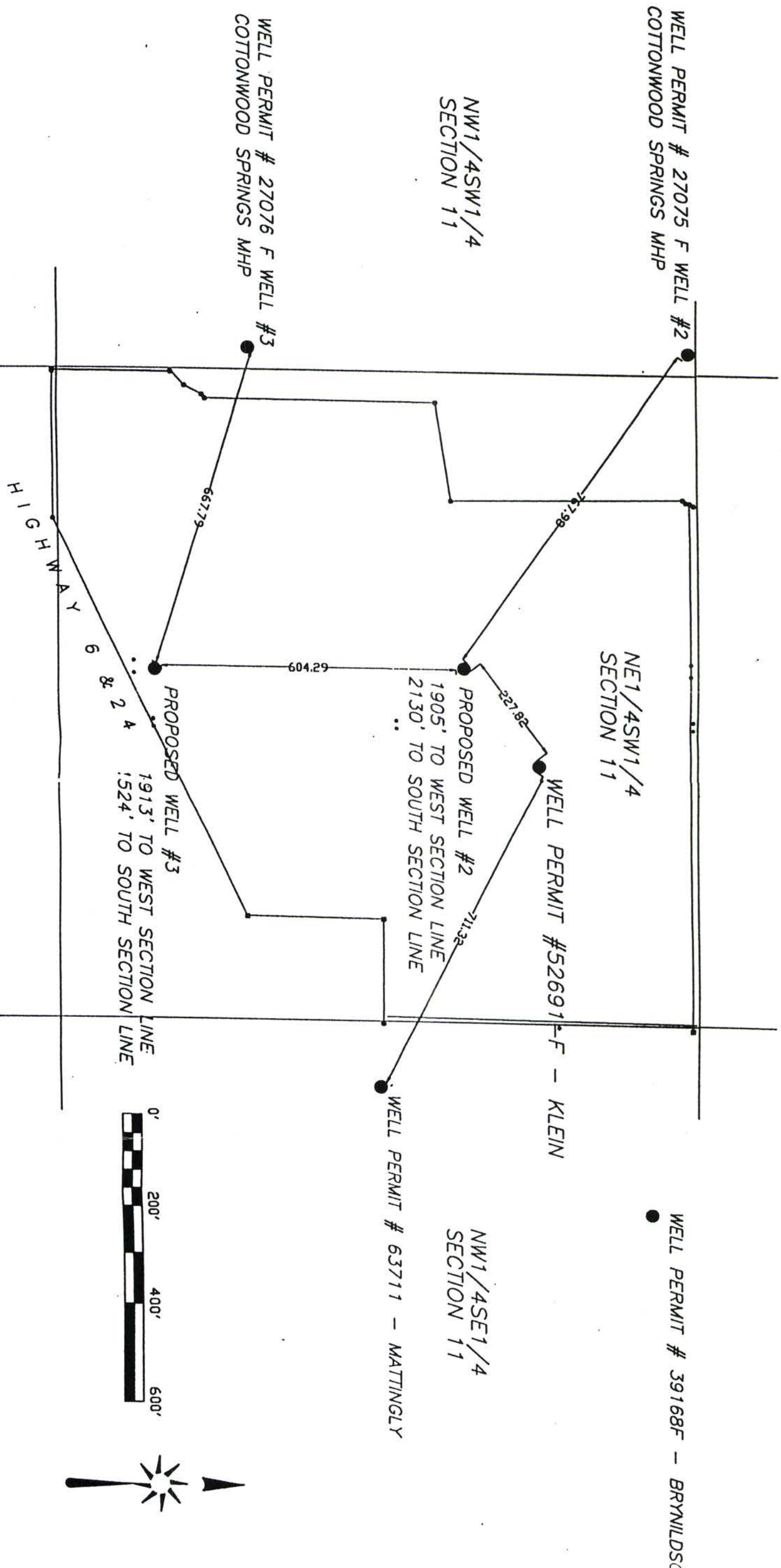
- SITE PLAN
- WELL LOCATIONS
- 1. NARRATIVE
- 2. WATER ESTIMATES
- 3. ENGINEERS STATEMENT
- 4. WATER QUALITY TEST
- 5. PUMP TEST RESULTS
- 6. WELL PERMIT #1
- 7. WELL #1 WEST DIVIDE CONTRACT
- 8. WELL PERMIT APPLICATION #2
- 9. WELL #2 WEST DIVIDE CONTRACT
- 10. WELL PERMIT APPLICATION #3
- 11. WELL #3 WEST DIVIDE CONTRACT
- 12. LETTER FROM ADJACENT PROPERTY

RECEIVED FEB 0 1 2008

GARFIELD COUNTY  
PLANNING DEPARTMENT  
109 8TH ST. - SUITE 303  
GLENWOOD SPRINGS, CO 81601



# POWERLINE PROFESSIONAL PARK PROPOSED WELL LOCATIONS



WELL LOCATIONS IDENTIFIED USING FIELD INSPECTION AND DATA PROVIDED BY THE DIVISION OF WATER RESOURCES

NARRATIVE

## Powerline Professional Park - Water Supply Plan

The Powerline Park is an eight lot commercial subdivision. At the request of the Division of Water Resources, more detailed information has been prepared.

### Water Quality

The State regulates all well water standards. The County requires that the nitrate and nitrite levels be under 10 mg./l, the water sample N levels are 0.83 mg./l. Hard water which can be adequately treated is acceptable. In the report dated report dated 10/6/99 the hardness can be treated to acceptable State limits using reverse osmosis. The areas to be treated are as follows:

Sulfate (SO4)	790 mg/l to under 250 mg/l
Dissolved Solids	2190 mg/l to under 500 mg/l
Hardness (Ca03)	596 mg/l to under 200 mg/l

The total coliform bacteria count is 0 colonies.

### Water System

Three wells utilizing reverse osmosis treatment are proposed. Well sharing agreements are proposed to service each lot as follows:

Well # 1	Lots 6, 7, 8
Well # 2	Lots 3, 4, 5
Well # 3	Lots 1, 2

Maintenance and ownership of the wells is the responsibility of the lot owners.

Water lines and pump/treatment stations will be located within the utility easements as indicated on the revised Master Utility Plan.

### Water Requirements

Commercial water use for the types of commercial uses proposed are not defined by the County. The County Subdivision Regulations require 350 gallons per person per day for residential use. Commercial applications require significantly less water than residential applications.

Water requirement estimates have been prepared for the project by Zancanella & Associates. Total usage is estimated to be 24 EQRs, the existing well and two well permits which have been applied for, will have the ability to provide this amount.

The total estimated augmentation required is 2.0 acre feet, 3.0acre feet of contract water has been obtained from West Divide.



WATER ESTIMATES

P.O. Box 1908  
1005 Cooper Ave.  
Glenwood Springs,  
CO 81602



(970) 945-5700  
(970) 945-1253 Fax

January 19, 2000

Mr. John Barbee  
SI Collaboration  
P. O. Box 324  
Silt, CO 81652

**RE: Powerline Professional Park**

Dear John:

At your request, attached are water requirements estimates for eight commercial lots to be located in the Powerline Professional Park near Cottonwood Springs Trailer Park. For the purposes of this evaluation, we have assumed that each lot will use up to 3 EQRs for a total of 24 EQRs of uses. We have also assumed that there would be up to 500 ft<sup>2</sup>/EQR or 0.275 acres of landscape irrigation with an irrigation efficiency of 80%.

We have defined an EQR as being the equivalent to one single family residence occupied by 3.0 people per unit each using 100 gpd. We believe the commercial use on this site can change so long as the total number of 24 EQRs is not exceeded.

We recommend that you obtain a West Divide Contract for a minimum of 2.0 AF which will include transit losses from Ruedi Reservoir. The project is located in Area A of the West Divide District, therefore, the District substitute supply plan will be available.

If you have any questions, please call our office at (970) 945-5700.

Very truly yours,

**Zancanella & Associates, Inc.**

  
Thomas A. Zancanella, P.E.

Attachment

N:\20000\20701 Powerline\barbeeeqrs.wpd

**Table 1**  
**Power Line Commercial Center Estimated Water Requirements**

**Water Use Inputs**

Domestic Demands		Commercial Demands		EQR Capabilities	
# of EQR's (employee hous	0 0 units	# of Commercial EQRs	24.0	# Comercial Lots	8
# persons/residence	3.0 cap/unit	# persons/unit	3.0	@ 3EQR/lot	24 EQRs
# gallons/person/day	100 gpcd	# gallons/person/day	100 gpcd	Total Commercial	24 EQRs
Percent Consumed	15%	Percent Consumed	15%		
Lawn Irrigation	500 sq-ft/unit	Lawn Irrigation	500 sq-ft/unit	Irrigated Open Space	0 acres
Application Efficiency	80%	Application Efficiency	80%	Application Efficiency	70%
Crop Irrig reqmnt (CIR)	2.13 ft	Crop Irrig reqmnt (CIR)	2.13 ft	Crop Irrig reqmnt (CIR)	2.13 ft

**Water Use Calculations**

Month	Diverson Requirements							Collection Losses						
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	Domestic In-house (ac-ft)	Commercial In-house (ac-ft)	Dom\Comm Irrigation (ac-ft)	Open Space Irrigation (ac-ft)	Pond Evap. (ac-ft)	Total (ac-ft)	Average Flow (gpm)	Domestic In-house (ac-ft)	Commercial In-house (ac-ft)	Dom\Comm Irrigation (ac-ft)	Open Space Irrigation (ac-ft)	Pond Evap. (ac-ft)	Total (ac-ft)	Plus 5% Loss (ac-ft)
January	0.000	0.685	0.000	0.000	0.000	0.685	4.998	0.000	0.103	0.000	0.000	0.000	0.103	0.108
February	0.000	0.619	0.000	0.000	0.000	0.619	4.998	0.000	0.093	0.000	0.000	0.000	0.093	0.097
March	0.000	0.685	0.000	0.000	0.000	0.685	4.998	0.000	0.103	0.000	0.000	0.000	0.103	0.108
April	0.000	0.663	0.032	0.000	0.000	0.695	5.243	0.000	0.099	0.026	0.000	0.000	0.125	0.132
May	0.000	0.685	0.137	0.000	0.000	0.822	5.997	0.000	0.103	0.110	0.000	0.000	0.212	0.223
June	0.000	0.663	0.170	0.000	0.000	0.832	6.277	0.000	0.099	0.136	0.000	0.000	0.235	0.247
July	0.000	0.685	0.162	0.000	0.000	0.847	6.184	0.000	0.103	0.130	0.000	0.000	0.233	0.244
August	0.000	0.685	0.107	0.000	0.000	0.792	5.778	0.000	0.103	0.085	0.000	0.000	0.188	0.198
September	0.000	0.663	0.091	0.000	0.000	0.753	5.682	0.000	0.099	0.073	0.000	0.000	0.172	0.181
October	0.000	0.685	0.034	0.000	0.000	0.719	5.246	0.000	0.103	0.027	0.000	0.000	0.130	0.136
November	0.000	0.663	0.000	0.000	0.000	0.663	4.998	0.000	0.099	0.000	0.000	0.000	0.099	0.104
December	0.000	0.685	0.000	0.000	0.000	0.685	4.998	0.000	0.103	0.000	0.000	0.000	0.103	0.108
<b>Annual</b>	<b>0.000</b>	<b>8.064</b>	<b>0.733</b>	<b>0.000</b>	<b>0.000</b>	<b>8.796</b>	<b>5.450</b>	<b>0.000</b>	<b>1.210</b>	<b>0.586</b>	<b>0.000</b>	<b>0.000</b>	<b>1.796</b>	<b>1.885</b>

19-Jan-00

Zancanella & Assoc., Inc.  
 Water Resources Engineers  
 Glenwood Springs, CO  
 Job# 98530 eqruse2 wk4

ENGINEERS STATEMENT

# WESTERN SLOPE DEVELOPMENT

Garfield County Building & Planning  
Attn: Mark Bean  
109 8th Street, Suite 303  
Glenwood Springs, CO 81601

October 22, 1999

Subject: Potable Groundwater, Powerline Professional Park Lots 1-9

Dear Mr. Bean,

I have reviewed the attached documentation and based on the documentation herein have determined the following:

1. The Collins Pump Company installed an 80 foot well with 7 inch steel casing. A static water level was determined to be at 13 feet 9 inches on October 4, 1999 with an available drawdown of 17 feet 4 inches. (See Exhibit 1)
2. Water Quality: Water samples were obtained at the well head and were tested for bacteria, nitrates and nitrites. The tests were performed by the Colorado Department of Public Health and Environment and did not indicate the presence of bacteria but did indicate the sample to contain high levels of dissolved solids. Dissolved solids are routinely removed using available reverse osmosis systems. The water quality with proper treatment should pose no risk to human health. (See Exhibit 2)
3. Nitrite and nitrate samples were analyzed by Grand Junction Laboratories with both concentrations identified as being below 0.83 mg/l indicating reasonable potability. (See Exhibit 3)
4. Water Quantity: The well test was conducted on October 4, 1999 by the Collins Pump Company. This test was conducted using a 1HP20S Test Pump. The well was pumped for a 4 hour period, with the a total draw down of 17 feet 4 inches. (See Exhibit 1)
5. Based on the data herein the well will be able to produce in excess of 30 gallons per minute continuously in excess of 100 days. Individual wells are proposed for each lot within the 9 lot subdivision. Wells constructed within the subdivision should be similar to the above referenced well.

Sincerely,

*Michael D. Folse*  
(504) 861-0789



970.876.5242 970.876.5825 FAX PO BOX 1198 RIFLE, CO 81650

WATER QUALITY TEST

JOHN C. KEPHART & CO.  
**GRAND JUNCTION LABORATORIES**

435 NORTH AVENUE

PHONE 242-7618

GRAND JUNCTION, COLORADO 81501

ANALYTICAL REPORT

Received from: John Barbee  
 PO Box 324  
 Silt, CO 81652

Customer No. \_\_\_\_\_ Laboratory No. 2042 Sample water

Date Received 10/1/99 Date Reported 10/6/99

Lab number Sample ID	2042 WATER	Limits for Drinking Colo. Dept. Health Suggested
Sodium (Na)	467 mg/l	20 mg/l
Calcium (Ca)	90 mg/l	no official limit
Magnesium (Mg)	93 mg/l	125 mg/l
Potassium (K)	10.5 mg/l	no official limit
Chloride (Cl)	204 mg/l	250 mg/l
Sulfate (SO4)	790 mg/l	250 mg/l
Phenol. Alkalinity (CaCO3)	0 mg/l	no official limit
Total Alkalinity (CaCO3)	619 mg/l	no official limit
Dissolved Solids	2190 mg/l	500 mg/l
Hardness (CaCO3)	596 mg/l	200 mg/l
pH	7.7	no official limit
Conductivity@25 deg. C	3140 umhos/cm	no official limit
Total Coliform Bacteria	0 colonies /100ml	0 colonies /100ml

NOTE: Exceeds public water supply limits for Sodium, Sulfate, Dissolved Solids and Hardness. The overall mineral salt content is too high for human drinking water; treatment would be needed before drinking. Softening alone will not correct this problem, Reverse Osmosis is recommended. Hardness is not harmful for drinking, but can cause mineral deposits and necessitate the use of large amounts of soap for cleaning.

Lab Dir.: Brian S. Bauer

EXHIBIT 2

JOHN C. KEPHART & CO.  
GRAND JUNCTION LABORATORIES

435 NORTH AVENUE

PHONE 242-7618

GRAND JUNCTION, COLORADO 81501

ANALYTICAL REPORT

Received from:

John Barbee

PO Box 324

Silt, CO 81652

FAX (970)876-5825, phone 876-5242, cell 379-6666  
2042 water

Customer No. \_\_\_\_\_

Laboratory No. \_\_\_\_\_

Sample \_\_\_\_\_

Date Received \_\_\_\_\_

10/1/99

Date Reported \_\_\_\_\_

10/21/99

Lab number

2042

Limits for Drinking

Sample ID

WATER

Colo. Dept. Health

Suggested

Nitrate/Nitrite (N)

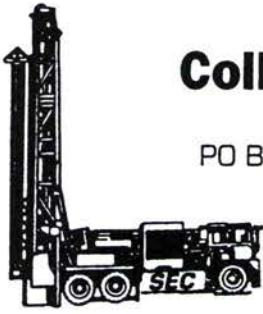
0.83 mg/l

10 mg/l

Lab Dir.: Brian S. Bauer



PUMP TEST RESULTS



# Collins Well Drilling & Pump Company

Division of Syracuse Exploration Company, Inc.

PO BOX 2346 • GLENWOOD SPRINGS, COLORADO 81602-2346

970-963-2812  
Fax 970-945-4079

October 5, 1999

John Barbee  
PO Box 324  
Silt, Colorado 81652

Re: Well No. 1 – Pump Test Results

Dear Sir,

On October 4, 1999 our company conducted a four- (4) hour pump test at your property near Rifle, Colorado. The following data was compiled:

Well Depth	80 feet
Static Water Level	13 feet 9 inches
Draw down after 4 hours	17 feet 4 inches
Pumping rate	30 Gallons Per Minute with 1HP20S.
	* Well Production is greater than 30 GPM

If any questions arise, please feel free to contact our office.

Yours truly,

**SEC / Collins Well Drilling & Pump Co., Div.**

F. William Collins  
Division Manager

FWC/rht

Cc. file

EXHIBIT 1

WELL PERMIT #1

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

1095

APPLICANT

WELL PERMIT NUMBER 052691 F  
DIV. 5      WD 39      DES. BASIN      MD

ROBERT O KLEIN  
BOX 1198  
RIFLE, CO 81650-

APPROVED WELL LOCATION

GARFIELD COUNTY  
NE 1/4 SW 1/4 Section 11  
Township 6 S Range 93 W Sixth P.M.

DISTANCES FROM SECTION LINES

2259 Ft. from South      Section Line  
2125 Ft. from West      Section Line

(970) 876-5242

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 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 37-90-137(2) for the construction of a well, appropriating ground water tributary to the Colorado River, as an alternate point of diversion to the Avalanche Canal and Siphon, 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 #990612RK(a).
- 4) The use of ground water from this well is limited to drinking and sanitary purposes inside commercial businesses. All use of this well will be curtailed unless the water allotment contract or a plan for augmentation is in effect.
- 5) The maximum pumping rate of this well shall not exceed 15 GPM.
- 6) The average annual amount of ground water to be appropriated shall not exceed one (1) acre-foot (325,850 gallons).
- 7) 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.
- 8) This well shall be constructed at least 600 feet from any existing well that is not owned by the applicant and not more than 200 feet from the location specified on this permit.
- 9) 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.
- 10) This permit has been approved with an annual diversion amount not to exceed 1 acre-foot as specified in the West Divide Water Conservancy District water allotment contract. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)
- 11) Monitoring hole notice MH-37013, was acknowledged for construction of a monitoring and observation hole for this applicant, in this 1/4, 1/4, on September 24, 1999. *KD 10/19/99*

OWNER'S COPY

APPROVED  
KJW

*Hal D. Simpson*  
State Engineer

*Jim Deane*  
By

Receipt No. 0451198

DATE ISSUED OCT 21 1999

EXPIRATION DATE OCT 21 2000

WELL #1 WEST DIVIDE CONTRACT

WEST DIVIDE WATER CONSERVANCY DISTRICT  
124 WEST THIRD STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
TELEPHONE AND FAX (970) 625-5461

Officers

President 876-2821  
Kelly Couey  
4745 C.R. 315  
Silt, CO 81652

Vice President  
Samuel B. Potter  
0598 C.R. 323  
Rifle, CO 81650

Treasurer/Alternate Sec.  
LaVerne Starbuck  
3106 C. R. 342  
Silt, CO 81652

Secretary  
William M. Zilm  
0090 Sunlight Dr.  
Glenwood Springs, CO 81601

Board of Directors

Kelly Couey  
4745 C. R. 315  
Silt, CO 81652

William M. Zilm  
0090 Sunlight Dr.  
Glenwood Springs, CO 81601

LaVerne Starbuck  
3106 C.R. 342  
Silt, CO 81652

Larry S. Axthelm  
1002 Cooper Ave.  
Glenwood Springs, CO 81601

Samuel B. Potter  
0598 C.R. 323  
Rifle, CO 81650

June 29, 1999

Robert O. Klein  
P. O. Box 1198  
Rifle, CO 81650

Dear Mr. Klein:

Enclosed is your approved contract #990612RK(a). Please read the contract carefully if you have not already done so, but please especially note paragraph 2 concerning availability of water.

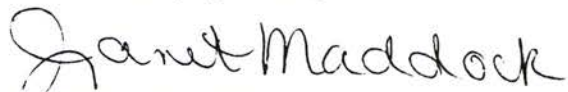
West Divide obtains its storage water from a number of sources including Ruedi Reservoir and Green Mountain Reservoir which are Bureau of Reclamation projects. Federal policy relating to endangered species, among other environmental concerns, provides that supplies from these reservoirs may be interruptible. Moreover, the forces of nature are always such that no source of water can be guaranteed from year to year. 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.

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. You will be provided with a special form for this purpose upon notification that your well has been drilled.

Robert O. Klein  
June 29, 1999  
Page 2

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  
Administrative Assistant

Enclosure

cc The State Division of Water Resources w/enclosure  
Division No. 5 Water Resources w/enclosure  
Edward J. Currier, P.E. w/enclosure

WELL PERMIT APPLICATION #2





APPLICATION AND DATA FORM TO LEASE WATER FROM WEST DIVIDE WATER CONSERVANCY DISTRICT

A. APPLICANT Name ROBERT O Klein Mailing Address PO Box 1198 Rifle, CO 81650 Telephone Number 970 1625-2056 Authorized Agent or Representative

B. WATER RIGHT OWNED BY APPLICANT OR BEING APPLIED FOR Name of Right KLEIN well #2 Type of Structure or Right well Location of Point of Diversion (description from decree or permit) See Exhibit A

Water Court Case No. Well Permit No. (Attach copy of permit)

C. INTENDED USE OF LEASED WATER Location of Area of Use (Include metes and bounds legal description of property on which water right is to be used. May be attached as Exhibit) See Exhibit A

Total acreage of above-referenced parcel 80 Address of above-referenced property Hwy 6+24 @ County Rd 210 ADDRESS TO BE DETERMINED Description of Use CONTRACTOR OFFICE

Total Number of Dwelling Units 1 Number of Constructed Units 1 Number of Vacant Lots 0

Potable Water System well Waste-Water Treatment System LEACH FIELD Type of Meter or Measuring Device TOTALIZING FLOW METER

Projected Monthly Volume of Leased Water Needed in Gallons: THESE FIGURES ARE ACTUAL DIVERSIONS OR CONSUMPTIVE USE ONLY

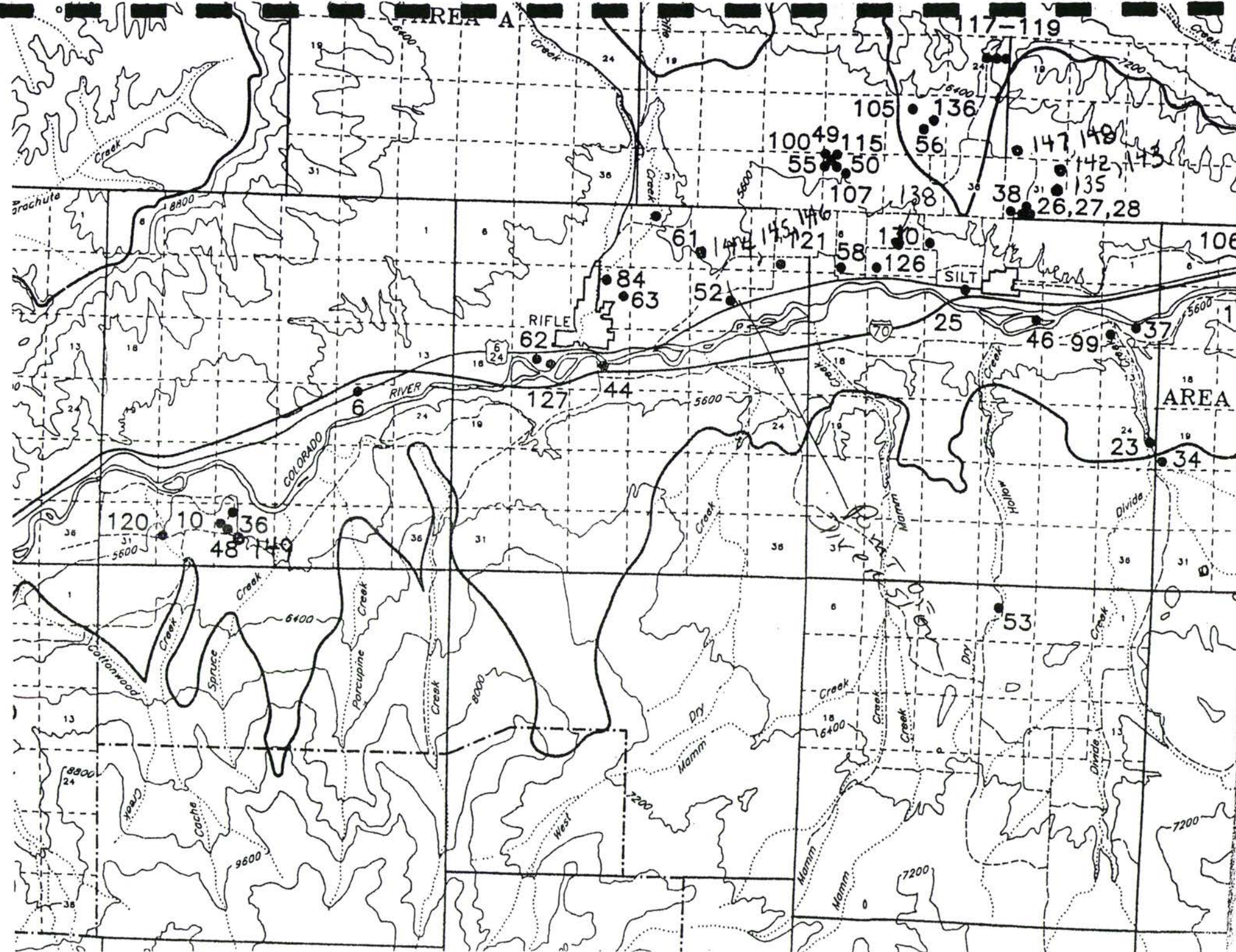
Table with 5 columns: Month (Jan, Feb, Mar, Apr, May, June, July, Aug, Sept, Oct, Nov, Dec), Annual Total Gallons, and Acre Feet. Includes a row for Maximum Instantaneous Demand in gpm.

D. OTHER REMARKS AS THIS AREA DEVELOPES WE MAY EXPAND USE OF THIS well. WE WILL COME BACK AND REQUEST IF THIS OCCURS

Date 08/29/99

Applicant

Applicant



WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT/LEASE

Name of Applicant: RO KLEIN

Quantity of Water in Acre Feet: 1 ONE

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, §37-45-101, et seq. (hereinafter referred to as the "District") for an allotment contract/lease to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this contract/lease 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/lease. 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/lease 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: municipal, domestic and related uses, or commercial (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-W0547 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 and Green Mountain 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.

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/lease.

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/lease 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/lease 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/lease 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/lease 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/lease shall inure to the benefit of the heirs, successors or assigns of the parties hereto. Any assignment of the Applicant's rights under this contract/lease shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of contract/lease rights and the assumption of contract/lease 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/leases. No assignment shall be recognized by the District except upon completion and filing of proper forms for change of ownership.

Upon the sale of the real property to which this contract/lease pertains, Applicant has a duty to make buyer aware of this contract/lease and proper forms for 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, reapprove 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/lease.

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/lease 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/Lease amount, which provides water (on the formula of one acre foot per dwelling) for ordinary household purposes inside one single family

dwelling, the watering of domestic livestock, fire protection, and the irrigation of up to 6,000 square feet of lawn and garden.

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 at a horse boarding facility, provided that in no event shall actual diversions exceed the amount of water provided by this Contract/Lease.

Violation of this paragraph 15 shall be deemed to be a material breach of this Contract/Lease.

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 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/lease. 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/lease, 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/lease. 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/lease 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/lessees 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/lease in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees/lessees.

20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application and Data Form 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/LEASE. 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/LEASES: IF APPLICANT'S WELL OR OTHER WATER RIGHT THAT IS THE SUBJECT OF THIS CONTRACT/LEASE 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/LEASE 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/LEASE IN WHICH EVENT ALL SUMS PAID BY APPLICANT FOR THIS CONTRACT/LEASE SHALL BE IMMEDIATELY REFUNDED TO APPLICANT.

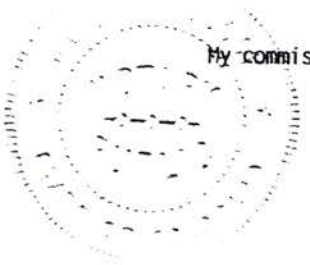
Applicant:

Applicant  
[Signature]

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on this 9th day of August, 1999 by Robert O. Klein.

Witness my hand and official seal.



My commission expires: 12-9-99

[Signature]  
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/lease shall be and is accepted by the District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By [Signature]  
President

ATTEST:

[Signature]  
Secretary

August 26, 1999  
Date

This contract/lease includes and is subject to the terms and conditions of the following documents which must accompany this contract/lease:

1. Map showing location of point of diversion (use map provided)
2. Application and Data Form fully completed and signed
3. \_\_\_\_\_



WELL #2 WEST DIVIDE CONTRACT

0455504A

REC-110

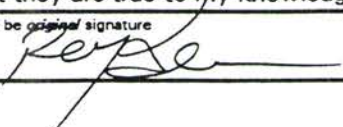
COLORADO DIVISION OF WATER RESOURCES  
DEPARTMENT OF NATURAL RESOURCES  
1313 SHERMAN ST., RM. 818, DENVER CO 80203  
phone - info (303) 866-3587 main: (303)866-3581

JAN 10 '00

WATER RESOURCES  
STATE ENGINEER

### Water Well Permit Application

(Please note: other forms are available for specific uses including - residential, livestock, monitoring/observ., gravel pits, registration of old wells)  
**Review instructions prior to completing form** **Must be completed in black ink or typed**

<b>1. APPLICANT INFORMATION</b>				<b>6. USE OF WELL</b> (please attach detailed description)			
Name of applicant Robert O Klein				<input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> OTHER: <input checked="" type="checkbox"/> COMMERCIAL DRINKING & sanitary <input type="checkbox"/> MUNICIPAL USE IN BUSINESS <input type="checkbox"/> IRRIGATION <input type="checkbox"/> FEED LOT -- number of head :			
Mailing Address P.O. Box 1198				<b>7. WELL DATA</b>			
City Rifle,		State CO		Zip Code 81650		Maximum pumping rate 15 gpm	
Telephone number (include area code) 970-876-5242				Annual amount acre-feet		Total depth 150 feet	
<b>2. TYPE OF APPLICATION</b> (check applicable box(es))				<b>8. LAND ON WHICH GROUND WATER WILL BE USED</b>			
<input checked="" type="checkbox"/> Construct new well <input type="checkbox"/> Use existing well <input type="checkbox"/> Replace existing well <input type="checkbox"/> Change or Increase Use <input type="checkbox"/> Change (source) Aquifer <input type="checkbox"/> Reapplication (expired permit) <input type="checkbox"/> Other:				<b>A. LEGAL DESCRIPTION</b> (may be provided as an attachment): SEE ATTACHED (If used for crop irrigation, attach scaled map that shows irrigated area.)			
<b>3. REFER TO</b> (if applicable):				B. # acres 29.5+-		C. Owner Robert Klein	
Water court case #		Permit #		D. List any other wells or water rights used on this land: West Divide 990809#3RK(a)			
Emergency Verbal # -VE-		Monitoring hole acknowledgment # MH-		<b>9. PROPOSED WELL DRILLER</b> (optional)			
Well name or #				Name Collins		License number #634	
<b>4. LOCATION OF WELL</b>				<b>10. SIGNATURE</b> of applicant(s) or authorized agent			
County Garfield		Quarter/quarter NE ¼		Quarter SW ¼		The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104(13)(a). I have read the statements herein, know the contents thereof, and state that they are true to my knowledge.	
Section 11		Township N or S 6		Range E or W 93		Principal Meridian 6TH	
Distance of well from section lines 1524 ft from <input type="checkbox"/> N <input checked="" type="checkbox"/> S 1913 ft from <input type="checkbox"/> E <input checked="" type="checkbox"/> W				Must be original signature 			
Well location address, if different from applicant address (if applicable)				Title		Date 01/10/00	
For replacement wells only - distance and direction from old well to new well feet direction				<b>OPTIONAL INFORMATION</b>			
<b>5. TRACT ON WHICH WELL WILL BE LOCATED</b>				USGS map name		DWR map no.	
A. LEGAL DESCRIPTION (may be provided as an attachment): SEE ATTACHED				Surface elev.		Office Use Only	
B. STATE PARCEL ID# (optional): 217711300286				DIV _____		CO _____	
C. # acres in tract 29.5		D. Owner Robert O Klein		WD _____		BA _____	
E. Will this be the only well on this tract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (if other wells are on this tract, see detailed inst.)				USE(S) _____		MD _____	

WELL PERMIT APPLICATION #3

WELL #3 WEST DIVIDE CONTRACT

APPLICATION AND DATA FORM TO LEASE WATER FROM  
WEST DIVIDE WATER CONSERVANCY DISTRICT

A. APPLICANT Robert O Klein  
Name Robert O Klein  
Mailing Address PO Box 1198 Rifle Co. 81650  
Telephone Number 970 1625-2056  
Authorized Agent or Representative \_\_\_\_\_

B. WATER RIGHT OWNED BY APPLICANT OR BEING APPLIED FOR  
Name of Right Klein Well #3  
Type of Structure or Right Well  
Location of Point of Diversion (description from decree or permit)  
See EXHIBIT A

Water Court Case No. \_\_\_\_\_  
Well Permit No. \_\_\_\_\_ (Attach copy of permit)

C. INTENDED USE OF LEASED WATER  
Location of Area of Use (Include metes and bounds legal description of property on which water right is to be used. May be attached as Exhibit)  
See EXHIBIT A

Total acreage of above-referenced parcel 80  
Address of above-referenced property Hwy 6424 @ County 1070210  
ADDRESS TO BE DETERMINED  
Description of Use CONTRACTORS OFFICE ONLY USED INSIDE  
NO IRRIGATION USE EST NO OF EMPLOYEES 2  
Total Number of Dwelling Units 1  
Number of Constructed Units 1  
Number of Vacant Lots 0  
Potable Water System WELL  
Waste-Water Treatment System LEACA FIELD  
Type of Meter or Measuring Device TOTALIZING FLOW METER

Projected Monthly Volume of Leased Water Needed in Gallons:  
**THESE FIGURES ARE \_\_\_\_\_ ACTUAL DIVERSIONS OR \_\_\_\_\_ CONSUMPTIVE USE ONLY**

(Actual diversions must be used unless contractee has an augmentation plan)

Jan. _____	Feb. _____	Mar. _____	Apr. _____	May _____
June. _____	July _____	Aug. _____	Sept. _____	Oct. _____
Nov. _____	Dec. _____			

Annual Total Gallons \_\_\_\_\_ Acre Feet 1  
Maximum Instantaneous Demand \_\_\_\_\_ gpm

D. OTHER REMARKS As This Area Develops We MAY  
Expand Use of This Well. We will Come Back  
And Request if This Occurs

Date 08/09/99  
[Signature]  
Applicant

Applicant

A parcel of land situated in the SW $\frac{1}{4}$  of Section 11, Township 6 South, Range 93 West of the Sixth Principal Meridian, Garfield County, Colorado, more particularly described as follows:

Beginning at the West Quarter Corner of said Section 11; an axle found in place; thence S. 89°43'19" E. 1321.19 feet to the True Point of Beginning; thence S. 00°14'26" W. 1086.51 feet along a fence as constructed and in place; thence S. 00°04'28" W. 235.44 feet along a fence as constructed and in place to a fence corner; thence S. 89°43'38" E. 308.77 feet along a fence as constructed and in place to the northerly right of way line of U.S. Highway #6 and 24; thence N. 63°30'50" E. 904.14 feet along the northerly right of way line of said Highway, thence leaving said right of way line N. 00°00'00" E. 278.93 feet; thence N. 90°00'00" E. 210.00 feet, to the easterly line of the SW $\frac{1}{4}$  of said Section 11; thence N. 00°27'51" E. 634.83 feet along said easterly line to the Northeast Corner of the SW $\frac{1}{4}$  of said Section 11; thence N. 89°43'19" W. 1328.30 feet along the northerly line of said SW $\frac{1}{4}$  to the True Point of Beginning.

EXCLUDING that certain parcel described as follows:

A parcel of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 11, Township 6 South, Range 93 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the center of Section 11, a rebar and cap in place; thence N. 89°43'19" W. along the northerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  969.20 feet to a point on the Easterly bank of a ditch as constructed and in place, the True Point of Beginning; thence leaving said northerly line the following fourteen (14) courses along said Easterly bank:

1. S. 60°59'06" W. 5.27 feet;
2. S. 89°36'35" W. 101.20 feet;
3. S. 51°03'56" W. 25.84 feet;
4. S. 00°20'42" E. 345.98 feet;
5. Along the arc of a curve to the right having a radius of 56.04 feet and a central angle of 66°20'53", a distance of 64.89 feet (chord bears S. 32°49'44" W. 61.33 feet);
6. S. 66°00'11" W. 47.64 feet;
7. S. 62°08'13" W. 113.50 feet;
8. S. 49°02'55" W. 12.65 feet;
9. S. 21°36'59" W. 12.65 feet;
10. S. 00°27'17" W. 247.80 feet;
11. S. 08°22'29" W. 46.49 feet;
12. S. 01°53'56" E. 203.57 feet;
13. S. 27°18'38" W. 40.22 feet;
14. S. 45°50'51" W. 39.02 feet to a point on the westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence N. 00°14'26" E. along said westerly line 1071.37 feet to the Northwest Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence S. 89°43'19" E. along the northerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  359.11 feet to the True Point of Beginning; said parcel containing 3.04 acres, more or less.



WEST DIVIDE WATER CONSERVANCY DISTRICT  
WATER ALLOTMENT CONTRACT/LEASE

Name of Applicant: ROBERT OKLEIN

Quantity of Water in Acre Feet: 1 ONE

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, §37-45-101, et seq. (hereinafter referred to as the "District") for an allotment contract/lease to beneficially and perpetually use water or water rights owned, leased, or hereafter acquired by the District. By execution of this contract/lease 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/lease. 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/lease 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: municipal, domestic and related uses, or commercial (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-W0547 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 and Green Mountain 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.

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/lease.

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/lease 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/lease 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/lease 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/lease 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/lease shall inure to the benefit of the heirs, successors or assigns of the parties hereto. Any assignment of the Applicant's rights under this contract/lease shall be subject to, and must comply with, such requirements as the District may hereafter adopt regarding assignment of contract/lease rights and the assumption of contract/lease 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/leases. No assignment shall be recognized by the District except upon completion and filing of proper forms for change of ownership.

Upon the sale of the real property to which this contract/lease pertains, Applicant has a duty to make buyer aware of this contract/lease and proper forms for 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, reapprove 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/lease.

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/lease 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/Lease amount, which provides water (on the formula of one acre foot per dwelling) for ordinary household purposes inside one single family

dwelling, the watering of domestic livestock, fire protection, and the irrigation of up to 6,000 square feet of lawn and garden.

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 at a horse boarding facility, provided that in no event shall actual diversions exceed the amount of water provided by this Contract/Lease.

Violation of this paragraph 15 shall be deemed to be a material breach of this Contract/Lease.

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 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/lease. 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.

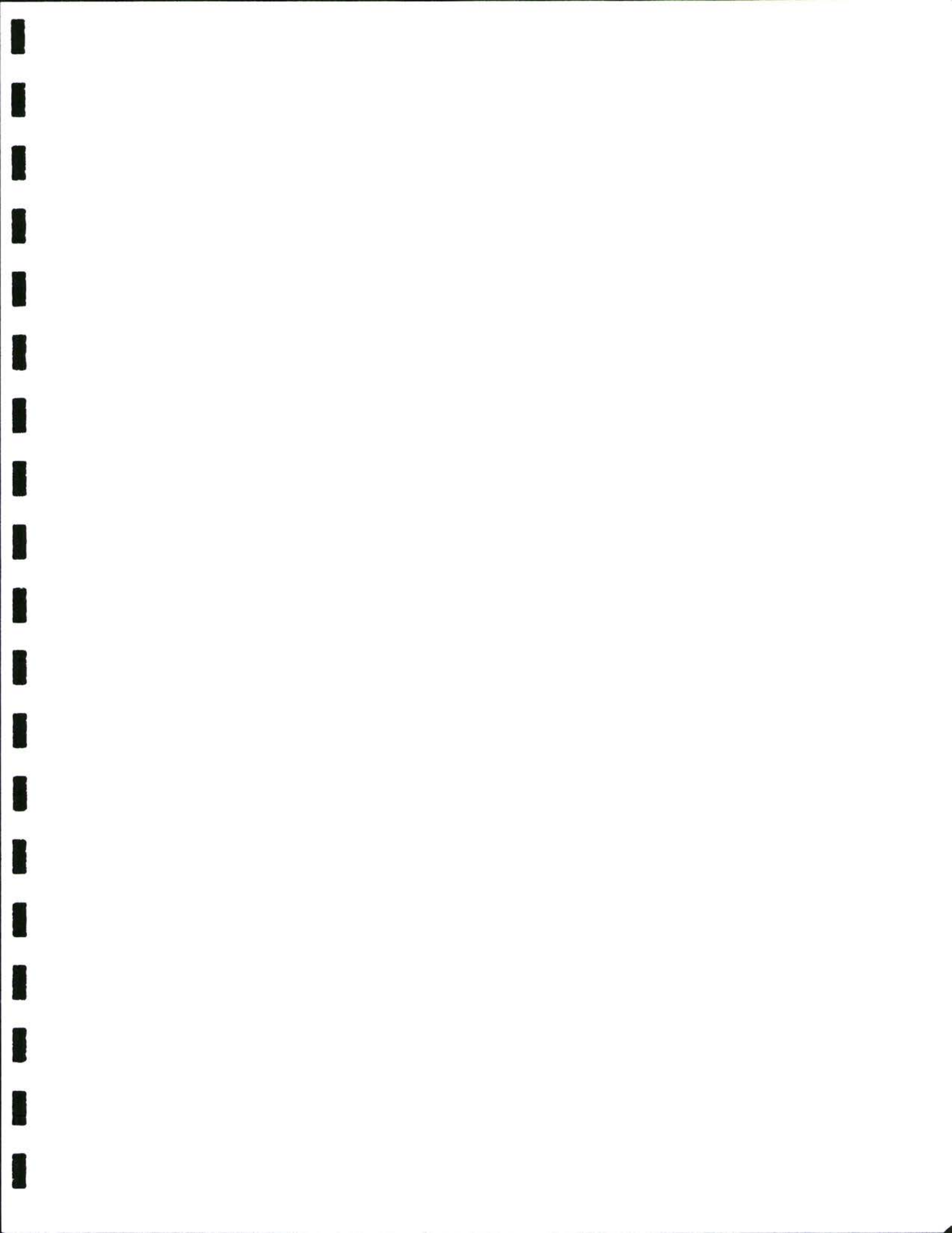
18. Representations: By executing this contract/lease, Applicant agrees that it is not relying on any legal or engineering advice that Applicant may believe has been received from the District. Applicant further acknowledges that it has obtained all necessary legal and engineering advice from Applicant's 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/lease. 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/lease 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/lessees 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/lease in the filing, such additional costs may be charged specifically to Applicant and not shared on a pro-rata basis by all contractees/lessees.

20. Binding Agreement: This agreement shall not be complete nor binding upon the District unless attached hereto is the form entitled "Application and Data Form 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/LEASE. 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.





LETTER FROM ADJACENT PROPERTY

**SCHENK, KERST & deWINTER, LLP**  
A PARTNERSHIP OF PROFESSIONAL CORPORATIONS  
ATTORNEYS AT LAW

JOHN R. SCHENK  
DAN KERST  
WILLIAM J. deWINTER, III  
CAROLYN M. STRAUTMAN

302 EIGHTH STREET, SUITE 310  
GLENWOOD SPRINGS, COLORADO 81601  
TELEPHONE: (970) 945-2447  
TELECOPIER: (970) 945-4767

January 20, 2000

David Sandoval  
Balcomb & Green, P.C.  
P.O. Drawer 790  
Glenwood Springs, CO 81602

Also via facsimile to: 945.8902

Re: Powerline Professional Park/Cottonwood Springs MHP

Dear David:

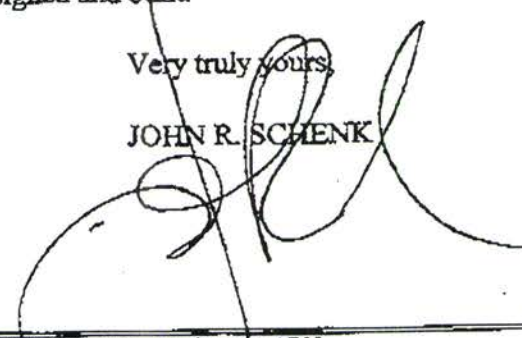
This letter responds to your letter of January 19, 2000. I would be available on the afternoons of January 25 through 27 and February 2 through 4. It would be important that Tom Triplat, the on-site manager of Cottonwood Springs and the wastewater treatment supervisor for the system, be present as well. Do you contemplate an on-site visit?

With respect to the financial aspects of a connection to Cottonwood Springs, it may be assumed that the cost of such a connection would be generally consistent with that charged by the City of Rifle. As mentioned previously, the major factors of concern are:

- An effective method of preventing toxic materials from being introduced into the Cottonwood Springs system by commercial users.
- The limitation caused by applicable regulations affecting the reserve capacity in the Cottonwood Springs system as designed and built.

Very truly yours,

JOHN R. SCHENK



JRS/clh

cc: Tom Triplat (via fax)

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