

HIGH COUNTRY ENGINEERING, INC.
 157 BLAKE AVENUE,
 SUITE 101
 GLENWOOD SPRINGS, CO 81601
 PH.(970) 945-8876
 FX.(970) 945-2555

14 INVERNESS DRIVE EAST,
 SUITE D108
 ENGLEWOOD, CO 80112
 PH.(303) 925-0554
 FX.(303) 925-0547

LB ROSE RANCH, LLC
 GARFIELD COUNTY, COLORADO
 ROSE RANCH
 WATER TANK DRAIN
 EXHIBIT

SCALE: 1"=100'

TANK DRAIN.DWG

DES. EPT	CK:	FILE NO.	SHEET
DR. EPT	DATE: 4-15-02	2000075.02	1

**ROARING FORK WATER & SANITATION DISTRICT
L B ROSE RANCH LLC
PRE-INCLUSION AGREEMENT
(Domestic Water Service)**

THIS PRE-INCLUSION AGREEMENT is made and entered by and between the Roaring Fork Water & Sanitation District, a Colorado special district, whose address is 9929 Highway 82 Carbondale, Colorado 81623 ("District") and LB Rose Ranch LLC whose address is c/o J. Thomas Schmidt, 1007 Westbank Road, Glenwood Springs, Colorado 81601 ("Rose Ranch").

WITNESSETH

WHEREAS, the District is a special district, formed and functioning under authority of Colo. Rev. Stat. §§ 32-1-101 et. Seq. (West Supp. 1998), the District's service plan ordered and decreed by the Garfield County District Court in Case No. 94CV29, as amended by the Service Plan Amendment dated December, 2000 and approved by the Board of County Commissioners for Garfield County, Colorado on May 7, 2001 under Resolution No. 2001-28 (hereinafter collectively the "Service Plan") and the District's "Rules and Regulations" promulgated thereunder, providing water and sewer service in Garfield County, Colorado;

WHEREAS, Rose Ranch is the owner and developer of that real property located in Garfield County, Colorado, which real property Rose Ranch desires to have included within the District in order to receive domestic water service from the District ("Rose Ranch Property"). The Rose Ranch Property is more particularly described in Exhibit A, a copy of which is attached hereto and is incorporated herein by this reference;

WHEREAS, the Rose Ranch Property has received Planned Unit Development ("PUD") zoning and Preliminary Plan subdivision approvals from Garfield County ("County") pursuant to Board of Commissioner Resolution Nos. 98-80, 99-067 and 99-068 ("Zoning and Subdivision Approvals"). At full build-out under said PUD and Preliminary Plan approvals, the Rose Ranch Property will consist of up to 322 residential units, a golf course, clubhouse and recreational amenities related thereto;

WHEREAS, for the purpose of providing potable domestic water service to the Rose Ranch Property at full build-out, Rose Ranch has heretofore secured pursuant to Decrees 97CW36 and 00CW019, District Court, Water Division 5, Colorado, water and water rights in an amount sufficient to provide 165,000 gallons per day of domestic in-house use and the irrigation of up to 6.31 acres of lawn and garden irrigation or other equivalent outside water use, which water and water rights equate to 471 equivalent residential units ("EQR's") as defined under the District's rules and regulations (350 gallons per day of domestic in-house use and the irrigation of up to 500 square feet of lawn and garden irrigation or other equivalent outside water use);

WHEREAS, on 13-Sep-99 Roaring Fork Investments, LLC entered into an Agreement with the District entitled, ROARING FORK WATER & SANITATION DISTRICT ROARING FORK INVESTMENTS, LLC PRE-INCLUSION AGREEMENT ("Sewer Pre-Inclusion Agreement") for the purpose of obtaining district sewer service from the District for the Rose Ranch Property. Rose Ranch is the successor in interest to Roaring Fork Investments, LLC under the Sewer Pre-Inclusion Agreement;

WHEREAS, consistent with the provisions of the Sewer Pre-Inclusion Agreement, Rose Ranch has heretofore deposited \$657,580.00 with the District to allow the District to construct the expansion of its wastewater treatment plant required to service the Rose Ranch Property;

WHEREAS, on September 11, 2000, Rose Ranch recorded its first final subdivision plat for the Rose Ranch Property entitled Rose Ranch Planned Unit Development, Phase 1 ("Phase 1 Final Plat") and is presently in the process of constructing and completing the public improvements to be contained therein in accordance with the Zoning and Subdivision Approvals and the terms, provisions and conditions of the Subdivision Improvements Agreement executed by the County and Rose Ranch ("Phase 1 SIA"). The Phase 1 Final Plat was recorded in the records of the Clerk and Recorder for Garfield County, Colorado on September 11, 2000 as Reception No. 569188; the Phase 1 SIA and amendments thereto were recorded in the records of the Clerk and Recorder for Garfield County, Colorado on September 11, 2000, as Reception No. 569190, on September 11, 2000 as Reception No. 569191, on September 11, 2000 as Reception No. 569192, on February 20, 2002 as Reception No. 597597 and on March 01, 2002 as Reception No. 598280;

WHEREAS, Colo. Rev. Stat. § 32-1-401 et. seq. and the District's Service Plan provide requirements and procedures for the annexation and inclusion of property into the District, and specifically, Colo. Rev. Stat. § 32-1-402(1)(c) provides that agreements may be entered into, "[b]etween a board and the owners of property sought to be included in a special district with respect to fees, charges, terms and conditions on which such property may be included.";

WHEREAS, Colo. Rev. Stat. §§ 32-1-1001(1)(d) and 32-5-402(1)(f) authorize the District to require reimbursement of its out-of-pocket costs in providing services to the District's customers, including but not limited to, water service connections, inclusions to the District and planning and review of line extensions;

WHEREAS, the District and Rose Ranch desire hereto to set forth the provisions pursuant to which the Rose Ranch Property will be included within the District and pursuant to which domestic water service will thereafter be provided to the Rose Ranch Property by the District; and

WHEREAS, inclusion of the Rose Ranch Property within the District and the provision thereafter of domestic water service by the District upon the terms, conditions and provisions hereinbelow set forth is consistent with and satisfies all requirements under the District's Service

Plan, including but not limited to all policies relevant to the provision of water service to the Regional Service Area as defined therein and all applicable Rules and Regulations promulgated by the District thereunder.

NOW THEREFORE, for and in consideration of the mutual covenants and promises of the parties, and other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged and confessed, the District and Rose Ranch, on behalf of themselves, their successors, assigns and transferees, agree as follows:

Article I. Inclusion of Rose Ranch Property

1. **Inclusion of Rose Ranch Property within District** At any time within two (2) years from the execution of this Agreement, Rose Ranch may file with the District pursuant to Colo. Rev. Stat. § 32-1-401, a petition to have the Rose Ranch Property included within the District for the purpose of receiving domestic water service. In order to avoid multiple filings, the above described petition for inclusion related to domestic water service may be combined and processed simultaneously with the inclusion petition for sanitary sewer service allowed Rose Ranch under the Sewer Pre-Inclusion Agreement. Upon the District's receipt of such petition for inclusion, the District shall perform all necessary steps required thereunder to include the Rose Ranch Property within the District including but not limited to conducting the necessary public hearings, obtaining an Order or Orders of inclusion from the Garfield County District Court and filing and recording said Order or Orders with the Garfield County Clerk and Recorder, the Garfield County Assessor and the Division of Local Government. If for any reason the District fails or is unable to obtain the Order or Orders of Inclusion above described or if said Order or Orders fail in any material respect to comply with the terms provisions and conditions set forth herein, this Agreement shall terminate.

2. **Reimbursement of District Costs** Rose Ranch shall reimburse to the District all actual costs incurred by the District relating to the inclusion within the District of the Rose Ranch Property including all engineering, legal, inspection, filing or recording fees and related expenses on receipt of itemized billings for those services from the District. All such amounts shall be due within sixty (60) days of the date of the bill, with interest on any overdue amounts to be assessed at one percent (1%) per month. In the event the District is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney fees, filing and lien recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

3. **District Charges** Upon being included within the District, the Rose Ranch Property shall be subject to the provisions of Colo. Rev. Stat. § 32-1-402, including without limitation, all of the taxes and charges imposed by the District and shall be liable for its proportionate share of the annual operation and maintenance charges and the cost of the facilities of the District. Any and all service billings or charges as the same are defined under the District's Service Plan and Rules and

Regulations shall be charged against the Rose Ranch Property on a lot by lot basis solely, upon the delivery thereto of District domestic water service.

Article II. Water Treatment Facilities

1. **Facilities Development Fee** Coincident with the filing with the District of the petition for inclusion identified and described within Article I hereinabove and in lieu of constructing an independent domestic water system for the Rose Ranch Property, Rose Ranch shall deliver to the District:

A. the sum of \$848,125.00 in Good Funds ("Facilities Development Fee"), which amount is equal to the estimated engineering, permitting, planning and construction costs of the surface water diversion and treatment plant approved for the Rose Ranch Property under the Zoning and Subdivision Approvals; or

B. such other form of security to ensure payment of the Facilities Development Fee to the District as may be accepted by the District.

A breakdown of the costs comprising the Facilities Development Fee, prepared by High Country Engineering, Inc which has been reviewed and approved by the District's Engineer and is hereby accepted by the District, is attached hereto as Exhibit B and is incorporated herein by this reference. The District agrees that upon the payment of the Facilities Development Fee in accordance with this provision and the dedication to the District of the onsite water storage facilities contained within the Rose Ranch Property, as hereinbelow provided, Rose Ranch shall have fully satisfied all of its obligations and duties relative to the construction and provision of all "wholesale water facilities" in and to the Rose Ranch Property as the same is presently defined within the District's Service Plan.

2. **Separate Account** Until the entry and recording of the necessary Court order including the Rose Ranch Property within the District the Facilities Development Fee shall be held by the District in a separate interest bearing account established and maintained solely for the purpose holding of said funds. If for any reason the District fails or is unable to obtain the Order or Orders of inclusion identified within Section I hereinabove or if said Order or Orders fail to comply in any material respect with the terms, provisions and conditions of this Agreement, the District shall forthwith return the Facilities Development Fee with all accrued interest to Rose Ranch and this Agreement shall thereafter terminate.

Article III. Water Rights

Conveyance to District Coincident with the entry of order(s) of inclusion including the Rose Ranch Property within the District as provided within Article I, hereinabove, but in any event prior to connection of the Rose Ranch Facilities with the District's waterlines as provided within Article IV, hereinbelow, Rose Ranch shall convey to the District by quitclaim deed and appropriate assignment, the water and water rights more particularly described within Exhibit C, a copy of which is attached hereto and is incorporated herein by this reference. The engineering analysis supporting the historic use/consumptive credits provided under the above identified water and water rights as contained within the court approved augmentation plan for the same has been reviewed by the District and the District hereby agrees that said water and water rights are in all respects sufficient to provide domestic water service for up to 471 EQR's and irrigation of up to 6.31 acres as allowed by the Zoning and Subdivision Approvals for the Rose Ranch Property at full build-out. Copies of the above described engineering analysis and court approved augmentation plan are attached hereto as Exhibits D and E, respectively, and are incorporated herein by this reference.

Article IV. Connection to District Facilities

1. **Procedure for Connection to District Facilities** At any time subsequent to the date of inclusion of the Rose Ranch Property within the District and upon notice to the District, Rose Ranch may, subject to the following terms and conditions, connect to the District's water lines in order to receive domestic water service from the District for the Rose Ranch Property.

2. **Costs** Rose Ranch shall bear and be responsible for all infrastructure costs for connection to the District's water lines and all costs, including its own administrative costs and professional fees in locating and constructing within the Rose Ranch Property the water storage tank, water trunk lines, water service lines and all extension lines to the District's facilities (collectively the "Rose Ranch Facilities").

3. **Plans and Specifications** The Rose Ranch Facilities shall be located, constructed and installed in accordance with the District's rules and regulations in effect at the time of said location, construction and installation and all applicable terms, conditions, restrictions and schedules set forth in the Zoning and Subdivision Approvals. Upon completion of the final engineering and design plans for each respective subdivision phase of the Rose Ranch Property, Rose Ranch shall forward the plans applicable to the portion of the Rose Ranch Facilities to be contained therein to the District Engineer, who shall approve or disapprove the plans within thirty (30) days of receipt, and whose approval shall not be unreasonably withheld. In the event the District Engineer disapproves of such plans, he shall by written notice to Rose Ranch specifically describe the reasons for his disapproval and the changes necessary to make the plans and specifications acceptable to the District. In the event the District Engineer and Rose Ranch are unable to reach agreement on the required plans and specifications, the parties hereby agree to approach the District Board of Directors for resolution.

A. **Rose Ranch Facilities (Phase 1).** The District acknowledges and agrees that Rose Ranch has heretofore constructed and installed those portions of the Rose Ranch Facilities which are more particularly identified and described within the map entitled ROSE RANCH P.U.D. PHASE 1, OVERALL MASTER UTILITY MAP, ("Master Utility Map") a copy of which is attached hereto as Exhibit F and is incorporated herein by this reference. The District further acknowledges and agrees that the portions of the Rose Ranch Facilities above identified have been located and constructed in accordance with the following identified plans and specifications ("Approved Plans and Specifications") attached hereto as Exhibit G and incorporated herein by this reference, to wit:

- (1) ROSE RANCH P.U.D. PHASE 1 GRADING AND DRAINAGE PLAN, SHEET 19 OF 80 (6-18-99)
- (2) ROSE RANCH WATER TANK DRAIN EXHIBIT (4-15-02)
- (3) ROSE RANCH P.U.D. PHASE 1 MASTER UTILITY WATERLINE UTILITY PLANS, SHEETS 43-49 OF 80 (6-18-99)
- (4) ROSE RANCH WATER STORAGE TANK, FOUNDATION PLAN AND DETAILS, SHEET S1 (Undated)
- (5) ROSE RANCH WATER STORAGE TANK, DETAILS, SHEET S2 (Undated)
- (6) ROSE RANCH WATER STORAGE TANK, WALL AND PILASTER DETAILS, SHEET S3 (Undated)
- (7) ROSE RANCH WATER STORAGE TANK, WALL SECTIONS AND PILASTER ANCHORAGE PLAN, SHEET S4 (Undated)
- (8) ROSE RANCH WATER STORAGE TANK, WALL ELEVATION AND DETAILS, SHEET S5 (Undated)
- (9) ROSE RANCH WATER STORAGE TANK, ROOF SLAB PLAN AND DETAILS, SHEET S6 (Undated)
- (10) ROSE RANCH WATER STORAGE TANK, MISCELLANEOUS DETAILS, SHEET S7 (Undated)
- (11) ROSE RANCH P.U.D. PHASE 1 WATER LINE AND MISCELLANEOUS DETAIL SHEET, SHEET 67 OF 80 (6-18-99)
- (12) ROSE RANCH P.U.D. PHASE 1 POTABLE WATER MAIN OFF-SITE PLAN, SHEET 79 of 80 (6-18-99)

B. **Reimbursement of Oversizing Costs.** The District acknowledges and agrees that those portions of the Rose Ranch Facilities identified within the Master Utility Map and further described within the Approved Plans and Specifications (POTABLE WATER MAIN OFF-SITE PLAN), were oversized by Rose Ranch for the sole purpose of providing excess system capacity to allow the extension of District water service to properties lying outside of the Rose Ranch Property ("Benefitted Properties"). The District further acknowledges and agrees that the total cost incurred by Rose Ranch for said oversizing was \$109,734.00 as set forth in the cost analysis prepared by High Country Engineering, Inc, attached hereto as Exhibit H and incorporated herein by this reference and that Rose Ranch is entitled to recoup all such costs from the Benefitted Properties concomitant with the extension of District water service thereto. In accordance with the above, the District agrees that as a condition

precedent to the inclusion of any Benefitted Property within the District's service area and/or the provision thereto of District water service pursuant to out-of district service contract or otherwise, the District shall collect from the owners/customers of the Benefitted Property and reimburse to Rose Ranch a pro rata surcharge for such oversizing ("Oversizing Fee"), calculated as follows:

$$A \times B = C; \text{ where:}$$

A = the total amount of District water service requested by the Benefitted Properties, expressed as a percentage of the total excess system capacity provided by Rose Ranch;

B = the total cost, above set forth, incurred by Rose Ranch in providing the excess system capacity, plus interest on said amount at the rate of eight percent (8%) per annum until paid; and

C = the Oversizing Fee

The District's collection and reimbursement obligations under this provision shall continue for a period of five (5) years following the date of inclusion of the Rose Ranch Property within the District's Service Area, at which time such obligation shall terminate, unless upon application of Rose Ranch duly approved by the District, said obligation is extended for an additional period of time not to exceed five (5) years.

C. **Rose Ranch Facilities (Future Phases).** Rose Ranch and the District hereby agree that the Rose Ranch Facilities to be contained within future subdivision phases of the Rose Ranch Property shall be located and constructed in substantial conformance with the applicable provisions of the Master Utility Map and Approved Plans and Specifications which have heretofore been reviewed and approved by the District Engineer in accordance with the provisions of this Article IV. The District further agrees that constructed as such, no portion of said Rose Ranch Facilities will need to be oversized or extended to facilitate District water service beyond the Rose Ranch Property.

4. **Change Orders.** In the event Rose Ranch incurs, during construction of the Rose Ranch Facilities unforeseen site conditions or other contingencies, Rose Ranch and its' contractors and agents may propose reasonable change orders to the Master Utility Map and Approved Plans and Specifications and Rose Ranch shall provide the District notice and a copy of the same. Within three (3) days, or such lesser period as may be required under the circumstances of receiving notice and a copy of the change order, the District must either approve the change order or propose an alternative which will not result in unreasonable delay. If the District fails to approve the change order or suggest an alternative within three (3) days, Rose Ranch may proceed with the change. All approved change orders, including any change order deemed approved, shall be incorporated into

and become part of the Master Utility Plan and Approved Plans and Specifications.

5. **Inspections.** The District shall have the right to inspect at all times the construction and installation of the Rose Ranch Facilities prior to completion and dedication thereof to ensure compliance with the Master Utility Plan and Approved Plans and Specifications. Rose Ranch shall reimburse the District the reasonable actual costs of such inspections.

6. **Dedication of Rose Ranch Facilities/Lien Waivers.** Following inclusion of the Rose Ranch Property within the District and upon the written certification from its engineer that the Rose Ranch Facilities have been constructed and installed in conformance with the Master Utility Plan and the Approved Plans and Specifications and any duly deemed or approved change order(s), Rose Ranch shall dedicate and convey the Rose Ranch Facilities so certified to the District. Rose Ranch shall include with such dedication, reproducible as-built drawings prepared in accordance with the following general requirements:

A. A certified survey shall be provided to the District which shall show the location of the Rose Ranch Facilities to permanent physical objects located in the field. All valves, tees, curb boxes, hydrants, storage tanks and other major appurtenances shall be given two swing ties to a physical permanent object in the field. In all cases, the distance from water lines and appurtenance items shall be dimensioned to rights-of-way, easements and property lines;

B. All benchmarks used within the Rose Ranch Property to determine water line depth shall be shown on the drawings and shall be based upon U.S.G.S datum; and

C. Manufacturer's literature and product data, including catalog sheets and descriptive literature for all materials and equipment used, shall be provided with as-built drawings.

The District shall accept such dedication within thirty (30) days thereof, and title to the dedicated facilities shall be vested in the District. Rose Ranch shall also execute a quit-claim deed to the District conveying any interests it has in such facilities, and a bill of sale conveying to the District such facilities, free and clear of all liens and encumbrances. Rose Ranch shall provide the District with lien waivers from all contractors, subcontractors, and material suppliers for work and materials furnished in connection with the facilities conveyed.

7. **Warranty.** Rose Ranch shall warrant all facilities conveyed to the District for a period of two (2) years from the Dedication Date. Specifically, Rose Ranch shall warrant that any and all facilities conveyed to the District shall be free of any defects in materials or workmanship for two (2) years.

8. **Conveyance of Easements/Plat Dedications.** Rose Ranch shall, by special warranty deed, in form and substance acceptable to the District, convey to the District the following described perpetual, nonexclusive easements to allow the District to construct, operate, repair, and replace the water service lines and facilities in place or to be constructed therein, free and clear of all liens, encumbrances, and title defects which could defeat the District's title, and any title defects which would affect the District's ability to use each easement for its intended purpose, to wit:

A. **Rose Ranch Facilities.** Perpetual non-exclusive easements extending over and across all those portions of the Rose Ranch Property containing the Rose Ranch Facilities;

B. **Surface Diversion and Water Treatment Plant Facilities.** Easements extending over and across all those portions of the Rose Ranch Property upon which in the future the District may locate and construct surface diversion and water treatment plant facilities. The locations of the easements to be conveyed to the District pursuant to this provision are identified and described within the Master Utility Map and the map entitled ROSE RANCH PLANNED UNIT DEVELOPMENT, ROARING FORK WATER & SANITATION DISTRICT WATER TREATMENT PLANT EASEMENTS ("Water Treatment Plant Map"), a copy of which is attached hereto as Exhibit I and is incorporated herein by this reference. In the course of final platting the future subdivision phases of the Rose Ranch Property, as applicable, Rose Ranch shall cause to be subdivided the properties encompassing the Surface Diversion and Water Treatment Plant Facilities easements described within this Paragraph 8.B., and shall convey by dedication and deed the same in fee title to the District; provided however, that upon such conveyance, if Rose Ranch so requests, the District shall lease back to Rose Ranch or its successor homeowners association at a nominal annual rental fee, the Surface Diversion and Water Treatment Facilities easements/parcels, for so long as the District does not require the use of such easements/parcels to construct District Facilities.

C. **District Line Extensions.** The Following described easements to allow the extension of District service to properties adjacent to the Rose Ranch Property:

1. *Sanders Ranch Easement.* A perpetual nonexclusive easement extending over and across the Rose Ranch Property in the general location identified and described within the Master Utility Map; and

2. *CMC Turnoff Area Easement.* A perpetual nonexclusive easement extending over and across the Rose Ranch Property in the general location identified and described within the Water Treatment Plant Map.

Rose Ranch shall and hereby does reserve the right to use in common with the District

any easements it conveys to the District for ingress and egress and for all utility purposes not inconsistent with the District's use. The District shall notify Rose Ranch of its plan to excavate any easements on the Rose Ranch Property, and shall make all reasonable efforts to minimize disturbance to the owner(s) and the user(s) thereof. All easements conveyed or established pursuant to this paragraph shall be and hereby are subject to the obligation of the District to repair and revegetate disturbed areas to a condition and grade substantially similar to that which existed before the disturbance. The District hereby agrees that the conveyance of the easements hereinabove described by Rose Ranch shall fully satisfy and discharge Rose Ranch from any and all future obligation(s) to extend its mainlines for the purpose of facilitating or allowing the extension of District water service to properties situate adjacent to or outside the boundaries of the Rose Ranch Property.

9. **Control of Facilities** Once conveyed to the District, and subject to the warranty provisions contained within Paragraph 7. hereinabove, the District shall be solely responsible for the operation, maintenance, repair, and replacement of all facilities and easements on the Rose Ranch Property which are dedicated to the District. The District shall at all times operate the district facilities in an economical manner, and shall make repairs and replacements to assure continuous operation.

10. **Release of Security** Completion of construction of all facilities required to be constructed on the Rose Ranch Property under this Section shall be secured under the Subdivision Improvements Agreements to be executed by Rose Ranch with the County instant to the filing of final plats within the Rose Ranch Property. Rose Ranch hereby covenants and agrees that prior to seeking from the County, any release or reduction of such security, Rose Ranch will first obtain written consent for the same from the District, which consent shall not be unreasonably withheld by the District.

ARTICLE V. Calculation of Tap Fees

1. **Tap Rights.** The right to receive one EQR of domestic water service from the District's facilities shall be known as a "Tap Right". Following inclusion of the Rose Ranch Property within the District and upon receiving payment from Rose Ranch of the Facilities Development Fee, the District shall transfer to Rose Ranch in the form of prepaid "Tap Fees" tap rights for the 322 residential units, golf course clubhouse and recreational facilities to be constructed within the Rose Ranch Property which Tap Fees shall be deemed to be appurtenant to the Rose Ranch Property; provided however, that the the total Tap Right demand for the Rose Ranch Property shall not exceed 471 EQR's, as hereinabove defined.

2. **Determination of Tap Fees.** The Tap Fee charged for each Tap Right shall be equal to the sum of:

A. An amount as established from time to time by Rose Ranch in its sole discretion, which shall be based upon the actual costs incurred or reasonably estimated to be incurred by Rose Ranch under Article II. and III., hereinabove, prorated on a per EQR basis, plus interest, which interest rate shall not exceed twelve percent (12%) per annum. Rose Ranch shall establish the Tap Fee to be charged to lot owners within the Rose Ranch Property prior to the sale of any lots within the same and shall provide notice of the amount of such tap fee to the District. Thereafter, Rose Ranch shall be entitled to adjust the Tap Fee to be charged owners within the Rose Ranch Property no more than twice annually and shall provide written notice of such modified tap fee to the District no less than twenty (20) days prior to the date any such change is to be implemented by the District; and

B. An amount ("Capital Reserve") to be established by the District at its sole discretion which amount shall be based upon the estimated required future capital repair/replacement costs to be incurred by the District instant to the continued operation of the water treatment and distribution facilities. This amount shall be applied uniformly against all Tap Rights issued to properties within the District's boundaries.

3. **Collection of Tap Fees.** Rose Ranch shall collect from the owner(s) of any property(ies) located within the Rose Ranch Property requesting District water service the applicable Tap Fee(s). Forthwith upon the receipt of the Tap Fee(s) payment, Rose Ranch shall forward to the District, written confirmation acknowledging receipt of such payment and the portion of the Tap Fee payment owed to the District for the Capital Reserve, hereinabove described.

Article VI District Service Conditions

1. **District Service Conditions** The District's obligations to provide domestic water service to the Rose Ranch Property shall be expressly conditioned upon the satisfaction of the following conditions:

A. the Rose Ranch Property is included within the District pursuant to the provisions of Article I., hereinabove;

B. Rose Ranch provides payment to the District of the Facilities Development Fee or other acceptable security required under Article II., hereinabove;

C. Rose Ranch conveys all required water and water rights to the District as provided under Article III., hereinabove;

D. Rose Ranch completes construction of all Rose Ranch Facilities, including

the water storage tank, necessary to connect the existing District Facilities the Lot or other portion of the Rose Ranch Property requesting District water service;

E. The District receives from Rose Ranch written confirmation that Rose Ranch has received payment for all Tap Fees applicable to the Lot or other portion of the Rose Ranch Property upon which District water service is to be provided; and

F. The District receives from Rose Ranch, as to each Lot or other portion of the Rose Ranch Property upon which District water service is to be provided, payment of the Capital Reserve.

Article VII. Irrigation Water

Except as hereinbelow provided, Rose Ranch agrees that the use of the District's potable domestic water system within the Rose Ranch Property for outside irrigation shall be prohibited and that the water for all such outside irrigation shall be provided by and through a raw water delivery system to be constructed by Rose Ranch and operated by the homeowners association for the Rose Ranch PUD. Given the financial and other hardships that would be incurred in extending the raw water deliver system to all of the Lots contained within the Rose Ranch Property and the irrigation restrictions presently in place under the Zoning and Subdivision Approvals, the District has found that as to certain portions of the Rose Ranch Property, a waiver of the general prohibition against outside irrigation is justified and warranted. In accordance with this finding, the District agrees that the following identified Lots of the Rose Ranch Property shall be allowed to use the District's domestic water system for outside irrigation use so long as to each such Lot said irrigation does not exceed what is reasonably necessary to maintain a maximum of five-hundred (500) square feet of lawn, to wit:

Rose Ranch PUD, Phase 1. Lots 140 through 149.

Rose Ranch PUD (Future Subdivision Filings). Duplex Lots 186 - 209 and 220 - 229.

Rose Ranch acknowledges and agrees that the above described water use limitations and restrictions shall constitute a burden running with the title to the above described portions of the Rose Ranch Property and shall be deemed to benefit and run with the title to the properties held by the District, shall be binding upon the owners thereof, their successors and assigns and shall not be transferred separate or apart therefrom.

Article VIII. Dispute Resolution

In the event the parties are unable to agree upon any matter addressed within this Agreement, each party shall select an engineer to represent its interests. The selected engineers shall then appoint an engineer, who shall provide a determination upon the matter in dispute. In the event this process of dispute resolution fails, the parties agree to resolve such dispute by arbitration in accordance with the rules and regulations of the American Arbitration Association then in effect. The determination of the arbitrator shall be final and conclusive and judgment may be entered upon such determination in accordance with applicable law in any court having jurisdiction thereof.

**Article IX.
Compliance with Rules and Regulations**

Upon inclusion of the Rose Ranch Property within the District and subject only to the terms and provisions of this Agreement, Rose Ranch and Lot owners or customers within the Rose Ranch Property shall be bound by and comply with the District rules and regulations applicable to properties within the District as the same may be amended from time to time, except as the same may be expressly modified or superseded hereby.

**Article X.
Audits, Reports and Inspections**

The District shall maintain the records, accounts, and audits required by statute or which would be kept under normal business practice, and copies of such records shall be provided to Rose Ranch upon request. The District shall have the right to inspect the facilities located upon the Rose Ranch Property as provided in the District's rules and regulations, and Rose Ranch shall, upon notice to the District, have the right to inspect the District's wells, water treatment facilities and other appurtenant facilities.

**XI.
General**

1. **Termination** This Agreement shall be in full force and effect until terminated by mutual agreement by the parties hereto, or as provided by law.
2. **Good Faith** Because of the need for a regional domestic water service in this area, the parties agree to proceed in good faith with the implementation of this Agreement.
3. **Service Plan Integration** This Agreement and its Exhibits shall be incorporated in the District's Service Plan, as though set forth there verbatim.
4. **Compliance with State and Federal Law.** This Agreement shall not be construed to be in violation with the laws of the United States or the State of Colorado, not in any manner

which adversely affects or diminishes the financing capabilities of the District.

5. **Enforcement: Specific Performance** In the event of any material failure by either party hereto to comply with the terms of this Agreement, the other party shall have standing to bring suit to enforce compliance herewith. Furthermore, in the event of a breach of this Agreement, the non-breaching party may seek all remedies available at law or equity, including specific performance.

6. **Non-Merger** Each party's obligations under this Agreement shall be assignable to any grantee, purchaser, transferee, or assignee of the party's interest, and shall survive any such conveyance, purchase, transfer, or assignment.

7. **Covenants: Recording** The provisions of this Agreement shall constitute covenants running with the lands affected thereby, and upon execution this Agreement shall be recorded in the records of the Garfield County Clerk and Recorder.

8. **Attorneys' Fees** Each party shall bear its own attorneys' fees incurred in the negotiation, execution, and implementation of this Agreement. However, in the event litigation is necessary to enforce the rights of the parties to this Agreement, as between themselves, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and costs of suit actually incurred.

9. **Complete Agreement: Amendment** This Agreement constitutes the entire and complete agreement between the parties, and any modification or amendment hereto shall be evidenced by a writing signed by the parties.

10. **Binding Effect** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, grantees, and assigns. Nothing herein shall prevent Rose Ranch from selling his property and the benefits of this Agreement shall be appurtenant to the property conveyed.

11. **Authority** Each person executing this Agreement represents and warrants that he has been duly authorized by the party which he purports to represent to execute this Agreement, and has authority to bind said party to the terms and conditions of this Agreement.

12. **Governing Law** This Agreement shall be construed under the laws of the State of Colorado.

13. **No Waiver** No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

14. **Headings** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof, as they have no substantive effect, and are for convenience only.

15. **Severability** If any part or section of this Agreement shall be found void or invalid by a court of competent jurisdiction, such finding shall not affect any remaining part or section, and said remaining parts or sections shall continue in full force and effect. The parties shall renegotiate in good faith any matter addressed by a part or section that is found void or invalid.

16. **Notice** All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit postage paid in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to: Roaring Fork Water & Sanitation District
9929 Highway 82
Carbondale, Colorado 81623

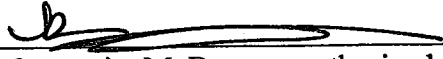
With copy to: Lawrence R. Green
Balcomb & Green P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602

Notice to: L.B. Rose Ranch, LLC
c/o J. Thomas Schmidt
1007 Westbank Road
Glenwood Springs, Colorado 81601

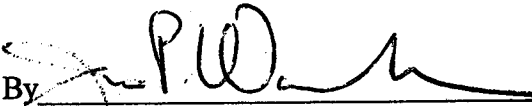
With copy to: Timothy Allen Thulson
Balcomb & Green P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602
Tel: (970)945-6546
Fax: (970)945-8902

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals on the dates hereinbelow set forth.

LB ROSE RANCH LLC

By 
Marguerite M. Brogan, authorized signatory

ROARING FORK WATER & SANITATION DISTRICT

By 
President

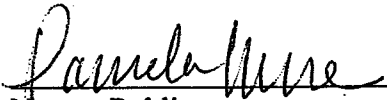
ATTEST:

By _____
Secretary

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing ROARING FORK WATER AND SANITATION DISTRICT LB ROSE RANCH LLC PRE-INCLUSION AGREEMENT was acknowledged before me this 10th day of December, 2002, by Marquerite Brogan as authorized signatory for LB Rose Ranch LLC, a Delaware limited liability company.

Witness my hand and official seal.


Notary Public

My commission expires: _____
PAMELA KANE
Notary Public, State of New York
Registration # 01KA6043526
Qualified in New York County
My Commission Expires June 19, 2006

EXHIBIT A
(Property Description)

ROSE RANCH P.U.D. PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATED IN LOTS 4, 5, 10, 11, 12, 13, 15, 16, 17, 22, 23, 24, 28, 29, 30 AND 34 OF SECTION 1 AND LOTS 2, 3, 4, 7, 8, 9, 12, 13, 15, 16 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL OF LAND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, A 1958 BLM BRASS CAP IN PLACE; THENCE S 56°22'41" E 518.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 590 AT PAGE 955 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE, THE TRUE POINT OF BEGINNING; THENCE S 59°20'23" E ALONG THE SOUTHERLY LINE OF SAID BOOK 590 AT PAGE 955, A DISTANCE OF 208.21 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 63°47'19" E 60.78 FEET TO A REBAR AND CAP L.S. #17488 IN PLACE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 63°47'23" E 334.00 FEET TO A REBAR AND CAP L.S. #17488 IN PLACE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 63°47'20" E 334.00 FEET TO THE SOUTHEAST CORNER OF SAID BOOK 590 AT PAGE 955, A REBAR AND CAP L.S. #17488 IN PLACE; THENCE N 37°11'37" E ALONG THE EASTERLY LINE OF SAID BOOK 590 AT PAGE 955, 298.51 FEET TO A POINT ON THE CENTERLINE OF THE ROARING FORK RIVER; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE CENTERLINE OF SAID RIVER:

1. S 64°20'33" E 539.13 FEET
2. S 69°24'54" E 523.30 FEET
3. S 61°41'54" E 147.51 FEET
4. S 34°19'54" E 646.80 FEET
5. S 29°54'54" E 516.97 FEET TO A POINT ON THE EASTERLY LINE

OF LOT 17 OF SAID SECTION 1; THENCE LEAVING SAID CENTERLINE S 00°42'38" E ALONG THE EASTERLY LINE OF LOTS 17, 22 AND 29, A DISTANCE OF 2140.70 FEET; THENCE LEAVING SAID EASTERLY LINE N 89°15'45" E 43.14 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 511 AT PAGE 103 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE WESTERLY LINE OF SAID PROPERTY:

1. S 41°07'10" E 559.76 FEET
2. S 47°56'39" E 519.80 FEET
3. S 47°16'43" E 466.70 FEET

ROSE RANCH P.U.D. PROPERTY DESCRIPTION

4. S 34°28'09" E 123.72 FEET
5. S 04°45'38" E 390.41 FEET
6. S 08°01'51" W 130.25 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE N 67°25'06" E ALONG THE SOUTHERLY LINE OF SAID PROPERTY 211.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 9 OF SAID SECTION 12; THENCE S 00°22'11" E ALONG SAID EASTERLY LINE 606.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9, A REBAR AND ALUMINUM CAP, LS #22580, IN PLACE; THENCE S 03°11'58" W ALONG THE EASTERLY LINE OF LOT 12 OF SAID SECTION 12 741.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, A REBAR AND ALUMINUM CAP IN PLACE; THENCE S 00°06'02" E ALONG THE EASTERLY LINE OF LOT 16 OF SAID SECTION 12 555.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, A REBAR AND ALUMINUM CAP IN PLACE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TELLER SPRINGS SUBDIVISION; THENCE S 89°59'08" W ALONG THE NORTHERLY LINE OF SAID TELLER SPRINGS SUBDIVISION 220.61 FEET TO THE SOUTHEAST CORNER OF PARCEL C OF RECEPTION NO. 444311 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE LEAVING SAID NORTHERLY LINE N 12°57'48" W ALONG THE EASTERLY LINE OF SAID RECEPTION NO. 444311 169.14 FEET; THENCE N 87°58'25" W ALONG THE NORTHERLY LINE OF SAID PARCEL C 324.74 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL C ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 582.29 FEET AND A CENTRAL ANGLE OF 17°52'51", A DISTANCE OF 181.72 FEET (CHORD BEARS S 13°29'05" E 180.98 FEET) TO A POINT ON THE NORTHERLY LINE OF SAID TELLER SPRINGS SUBDIVISION; THENCE S 89°52'26" W ALONG SAID NORTHERLY LINE 174.01 FEET TO THE NORTHWEST CORNER OF THE TELLER SPRINGS OPEN SPACE; THENCE LEAVING SAID NORTHERLY LINE S 21°55'10" W ALONG THE WESTERLY LINE OF SAID OPEN SPACE 53.97 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID TELLER SPRINGS SUBDIVISION AS SHOWN ON THE AMENDED PLAT THEREOF; THENCE S 89°59'08" W ALONG THE NORTHERLY LINE OF SAID LOT 5 165.35 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE N 45°01'42" W 28.27 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE N 89°59'08" W 855.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 109; THENCE THE FOLLOWING TWENTY-THREE (23) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY:

1. N 13°15'08" E 30.84 FEET
2. N 13°40'41" E 86.97 FEET
3. N 14°26'34" E 8.37 FEET
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF

- 263.67 FEET AND A CENTRAL ANGLE OF 22°42'13", A DISTANCE OF 104.48 FEET (CHORD BEARS N 03°05'28" E 103.80 FEET)
5. N 08°15'39" W 721.97 FEET
 6. N 09°37'30" W 215.26 FEET
 7. N 09°32'11" W 716.14 FEET
 8. N 09°24'35" W 1739.93 FEET
 9. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1870.00 FEET AND A CENTRAL ANGLE OF 05°38'57", A DISTANCE OF 184.38 FEET (CHORD BEARS N 06°35'06" W 184.30 FEET)
 10. N 03°45'38" W 70.62 FEET
 11. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1155.00 FEET AND A CENTRAL ANGLE OF 08°59'23", A DISTANCE OF 181.22 FEET (CHORD BEARS N 08°15'19" W 181.03 FEET)
 12. N 12°45'01" W 250.30 FEET
 13. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 518.09 FEET AND A CENTRAL ANGLE OF 35°11'37", A DISTANCE OF 318.23 FEET (CHORD BEARS N 30°20'49" W 313.26 FEET)
 14. N 47°56'38" W 239.80 FEET
 15. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1520.00 FEET AND A CENTRAL ANGLE OF 14°05'17", A DISTANCE OF 373.74 FEET (CHORD BEARS N 40°53'59" W 372.80 FEET)
 16. N 33°51'20" W 485.97 FEET
 17. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 19°38'05", A DISTANCE OF 212.47 FEET (CHORD BEARS N 43°40'23" W 211.43 FEET)
 18. N 53°29'25" W 511.09 FEET
 19. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 34°45'42", A DISTANCE OF 285.15 FEET (CHORD BEARS N 36°06'34" W 280.80 FEET)
 20. N 18°43'43" W 773.97 FEET
 21. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 30°05'19", A DISTANCE OF 325.59 FEET (CHORD BEARS N 03°41'04" W 321.86 FEET)
 22. N 11°21'36" E 171.27 FEET
 23. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 02°00'46" AND A DISTANCE OF 13.35 FEET (CHORD BEARS N 10°21'13" E 13.35 FEET) TO A POINT ON THE SOUTHERLY LINE OF RIVER RIDGE P.U.D.; THENCE LEAVING SAID

EASTERLY RIGHT-OF-WAY N 19°24'30" E ALONG SAID SOUTHERLY LINE 83.25 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 65°25'04" E 20.16 FEET TO THE TRUE POINT OF BEGINNING; SAID PARCEL CONTAINING 274.291 ACRES, MORE OR LESS.

TOGETHER WITH A PARCEL OF LAND SITUATED IN LOTS 23 AND 28 OF SECTION 1 AND LOTS 4, 5, 6, 7, 14, THE NW1/4NW1/4 AND THE SW1/4NW1/4 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL OF LAND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, A BLM BRASS CAP IN PLACE, THE TRUE POINT OF BEGINNING; THENCE S 88°08'24" E ALONG THE NORTHERLY LINE OF THE NW1/4NW1/4 AND LOT 5 OF SAID SECTION 12 1925.15 FEET; THENCE LEAVING SAID NORTHERLY LINE S 01°19'06" W 100.00 FEET; THENCE S 88°08'24" E 150.00 FEET; THENCE N 00°03'38" E 200.10 FEET; THENCE N 88°08'24" W 100.15 FEET TO A POINT ON THE WESTERLY LINE OF LOT 28 OF SAID SECTION 1; THENCE N 01°16'57" W ALONG THE WESTERLY LINE OF LOTS 28 AND 23 OF SAID SECTION 1 1061.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 109; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 23 THE FOLLOWING SEVEN (7) COURSES ALONG THE WESTERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 109:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 458.09 FEET AND A CENTRAL ANGLE OF 36°07'56", A DISTANCE OF 288.88 FEET (CHORD BEARS S 30°48'59" E 284.12 FEET)
2. S 12°45'01" E 247.15 FEET
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1095.00 FEET AND A CENTRAL ANGLE OF 08°59'23", A DISTANCE OF 171.80 FEET (CHORD BEARS S 08°15'19" E 171.63 FEET)
4. S 03°45'38" E 70.62 FEET
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1930.00 FEET AND A CENTRAL ANGLE OF 05°38'57", A DISTANCE OF 190.29 FEET (CHORD BEARS S 06°35'06" E 190.21 FEET)
6. S 09°24'35" E 1739.96 FEET
7. S 09°32'11" E 545.09 FEET (TO A POINT WHENCE AN ONE INCH IRON PIPE BEARS S 80°39'46" W 15.01 FEET); THENCE LEAVING SAID WESTERLY

ROSE RANCH P.U.D. PROPERTY DESCRIPTION

RIGHT-OF-WAY S 80°39'46" W ALONG THE NORTHERLY LINE EXTENDED AND THE NORTHERLY LINE OF RECEPTION NO. 402764 156.56 FEET TO AN ONE INCH IRON PIPE IN PLACE; THENCE CONTINUING ALONG SAID NORTHERLY LINE S 46°49'46" W 319.59 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 402764, A REBAR AND CAP IN PLACE; THENCE S 08°30'14" E ALONG THE WESTERLY LINE OF SAID RECEPTION NO. 402764 AND RECEPTION NO. 418590, 302.72 FEET TO THE SOUTHWEST CORNER OF SAID RECEPTION NO. 418590; THENCE S 80°45'44" W ALONG THE NORTHERLY LINE OF RECEPTION NO. 397182, 177.17 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 397182; THENCE S 17°25'15" W ALONG THE WESTERLY LINE OF RECEPTION NO. 397182 AND RECEPTION NO. 411767, 741.91 FEET TO THE NORTHWEST CORNER OF LOT 21 OF SAID SECTION 12, ALSO BEING THE NORTHWEST CORNER OF TELLER SPRINGS SUBDIVISION; THENCE S 00°00'34" W ALONG THE WESTERLY LINE OF SAID TELLER SPRINGS SUBDIVISION AND THE EASTERLY LINE OF LOT 14 OF SAID SECTION 12 768.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE LEAVING THE WESTERLY LINE OF TELLER SPRINGS SUBDIVISION S 89°00'59" W ALONG THE SOUTHERLY LINE OF SAID LOT 14 468.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE N 00°22'13" E ALONG THE WESTERLY LINE OF SAID LOT 14 1378.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE N 89°07'53" W ALONG THE SOUTHERLY LINE OF THE SW1/4NW1/4 OF SAID SECTION 12 1347.91 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12, AN ALUMINUM CAP IN PLACE; THENCE N 00°33'14" W ALONG THE WESTERLY LINE OF SAID SECTION 12 2728.80 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 166.038 ACRES, MORE OR LESS.

EXHIBIT B
(Engineers' Cost Certification - Facilities Development Fee)

ROSE RANCH P.U.D. - 0.5 MGD WTP

**SUMMARY OF PROBABLE
CONSTRUCTION COST
HIGH COUNTRY ENGINEERING, INC.**

NOVEMBER 28, 2001

HCE JOB NO: 2000075.02

k:\prodata\file\2000075\water treatment.xls

ITEM	QUANTITY	UNIT COST	COST
Mobilization	1 L.S.	25,000.00	25,000.00
Earthwork	1 L.S.	25,000.00	25,000.00
Package Water Treatment Plant	1 L.S.	175,000.00	175,000.00
Treatment Plant Labor	1 L.S.	25,000.00	25,000.00
Treatment Plant Building	1200 S.F.	100.00	120,000.00
Clearwell	50 C.Y.	450.00	22,500.00
Meters	1 L.S.	10,000.00	10,000.00
Yard Piping	1 L.S.	20,000.00	20,000.00
Plant Piping	1 L.S.	20,000.00	20,000.00
Piping (intake to pond to WTP)	1500 L.F.	35.00	52,500.00
Roaring Fork River Intake	1 L.S.	100,000.00	100,000.00
Robertson Ditch Intake	1 L.S.	25,000.00	25,000.00
Misc Equipment	1 L.S.	30,000.00	30,000.00
Radio Telemetry to Aspen Glen	1 L.S.	20,000.00	20,000.00
Backwash Ponds	1 L.S.	25,000.00	25,000.00
Electric Utility	600 L.F.	35.00	21,000.00
Telephone Utility	600 L.F.	5.00	3,000.00
Gas Utility	600 L.F.	10.00	6,000.00
Revetation and Landscaping	1 L.S.	7,500.00	7,500.00
Access Road to Treatment Plant	1 L.S.	5,000.00	5,000.00
		Sub Total	\$737,500.00
			\$110,625.00
			\$848,125.00

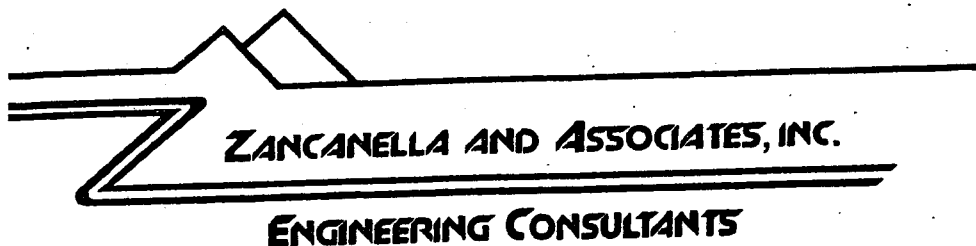
15% Contingency (Engineering/ Testing/ Permits)
Total

This estimate was prepared based on an estimate by R.F.W.S.D. for the same plant (1/24/01)
This estimate of probable construction cost was prepared for estimating purposes only. High Country Engineering, Inc. cannot be held responsible for variances from this estimate, as actual costs may vary due to bid and market fluctuations.

EXHIBIT B

EXHIBIT C
(Legal Description - Water Rights)

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



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

March 4, 2002

Mr. Tim Thulson
Balcomb & Green, P.C.
P. O. Drawer 790
Glenwood Springs, CO 81602

RE: Rose Ranch

Dear Tim:

At your request, we have reviewed 97CW236 and 00CW019. It is our understanding Rose Ranch intends to dedicate a portion of these rights to the District, so that the District will have adequate rights to serve the PUD. In the past, the District has required the dedication of historic irrigation consumptive use credits. In this case, Rose Ranch has already completed the water court change case. The above listed cases change the use of the Rose Ranch irrigation water. In combination with Ruedi Reservoir water, the augmentation plan provides for a year round domestic supply. The above cases allow for the diversion of a water supply for up to 550 EQR and the irrigation of up to 6.31 AC from the Roaring Fork District's Coryell wells, Robertson Ditch Rose Enlargement, or the Posey Pump and Pipeline.

For Rose Ranch, an EQR provides for 300 gallons per day of in house use and the irrigation of 500 sq. ft. of lawn and garden, or other equivalent outside uses. I would propose that Rose Ranch convey the following augmented water rights:

- 2.0 CFS of Posey Pump and Pipeline
- 2.0 CFS of Robertson Ditch Rose Enlargement
- 2.0 CFS of Coryell Wells 1-14

for a cumulative maximum of 2.0 CFS. In addition:

22.7 AF consumption use credits should also be conveyed from 97CW236

5.2 AF of reservoir storage water from the West Divide Water Conservancy District Contract.

17.5 AF of consumptive use credits from the Robertson Ditch

To transfer this amount (17.5 AF/198.9 AF = 8.8%) of historic consumptive use credits in the Rose Ranch share of their Robertson Ditch Rights senior priorities, the following rights should be dedicated to the district:

Rose Ranch Summary of Rights at the Roberston Ditch Headgate	PUD 100% Amount (cfs)	District 8.8% Amount (cfs)	Adjudcn Date	Appropn Date	Decree
Glenwood Ditch Rights 2.0 cfs	1.28	0.00	12/05/1908	11/18/1900	96CW319,1338
	0.72	0.00	08/25/1936	11/18/1901	96CW319,1338
Robertson Ditch - Irrigation 4.0 cfs	1.2	0.11	05/11/1889	02/11/1883	132
	1.05	0.09	05/11/1889	04/01/1885	132
	1.75	0.15	10/24/1952	04/02/1950	132
Robertson Ditch - Irrig/other/Aug 4.85 cfs	1.52	0.13	05/11/1889	02/11/1883	97CW236,132
	1.33	0.12	05/11/1889	04/01/1885	97CW236,132
	2	0.18	10/24/1952	04/02/1950	97CW236,4033
Robertson Ditch Rose Enl	7.5	2.00	1/31/1997	10/09/1997	97CW23

The above list is intended to exclude the shares in the Robertson Ditch that Rose Ranch acquired and uses for irrigation purposes on the Westbank Golf Course

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

Very truly yours,

Zancanella & Associates, Inc.


 Thomas A. Zancanella, P.E.

EXHIBIT D
(Engineer's Report - Water Rights)



ZANCANELLA AND ASSOCIATES, INC.

ENGINEERING CONSULTANTS

February 20, 1998

Mr. Mark Bean
Garfield County Planning Department
109 Eight Street, Ste. 303
Glenwood Springs, CO 81601

Re: Rose Ranch PUD - Water Supply

Dear Mark:

On behalf of Roaring Fork Investments (RFI), Zancanella and Associates, Inc. has completed investigations related to the available water resources for the proposed Rose Ranch PUD. We have prepared this letter report to summarize our review. After comparing the demands of the development versus available resources, it is our opinion that an adequate supply is available to the development.

The proposed Rose Ranch PUD is located along the Roaring Fork River on approximately 440 acres and is proposed for development of 292 residential units and a golf course. The general location of the site is shown on Figure 1. The golf course will incorporate the existing 9-hole Westbank Golf Course into a single 18-hole course. The majority of the property at the development will remain in open space. Ponds constructed at the site will serve primarily as aesthetic features but will have the ability to provide back up operational storage for augmentation uses. The primary storage water for augmentation purposes will be provided by a West Divide Water Conservancy District (WDWCD) contract.

The development of a water supply plan requires identification of the various water demands, the source and reliability of the physical supply of water, and support of adequate water rights to prevent administrative curtailment. The water demands of the PUD were calculated using standard engineering procedures combined with the available development data from the sketch plan submittal. The physical supply to the PUD will be through surface diversions from the Roaring Fork River which has historically provided an excellent source of physical supply. The water rights for the project include junior rights applied to the water court in Case No. 97CW236 for on-site ponds and surface diversions, existing senior irrigation rights in the Robertson Ditch historically used at the Rose Ranch and Westbank Golf Course, senior irrigation rights in the Glenwood Ditch transferred to the PUD in Case No. 96CW319, and a water supply contract from the WDWCD (court cases and contract attached as Appendix A).

WATER DEMANDS

The water supply for the development will vary by demand type. Irrigation water will be required for the golf course and lawn areas, potable water supplies for consumable "in-house" uses, and pond evaporation replacement diversions for the water features. The physical supply for these demands is proposed to be provided by an independent potable water system for in-house uses and a separate raw water delivery system for irrigation and pond evaporation. The delivery of water to the site and the two systems will be provided by a combination of sources including the Robertson Ditch and a river pump station. RFI has removed a well field option from the water supply plan to address groundwater concerns raised by neighboring land owners.

Potable Water Demands - In House

In our analysis, a Equivalent Residential Unit (EQR), rating system is utilized to estimate the residential water demands. The EQR system is often used in water planning to convert uses into standard demands which can be used to convert various types of proposed water uses into a total project demand. From a planning standpoint and for water rights administration, the mix of uses can vary as long as the total water use and consumption amounts do not exceed the EQR estimates. For purposes of this analysis and for comparison of wastewater treatment requirements, we have calculated the development demands by using a EQR definition for in-house uses only.

Population data has indicated that the average household population in Garfield County has been declining over the last couple of decades from approximately 3.0 people to the current 2.6 people per home. We have assumed that each household (EQR) at the PUD will consist of 3.0 people each using 100 gallons of water per day. In addition to the proposed 292 lots, we have allotted 15 EQR's to cover the golf course's clubhouse demands. The EQR total of 307 (292 +15) was further adjusted upwards ($\approx 7\%$) to 330 EQR's to account for minor additional demands in the PUD (i.e. community facilities, daycare, etc.)

The total in-house water demand of 330 EQRs is equal to 110.9 acre-feet per year. In-house use water consumption was assumed to be 5% of diversions resulting in a depletion to the stream of 5.5 acre-feet per year. Monthly diversion and consumption demands are summarized in the attached Table 1. This amount also represents the amount of water that would be contributed to wastewater flows and should be used for comparison with the waste water flow treatment requirements from the PUD.

Potable Water Demands - Outside

We have conservatively included an allotment for minimal outside uses (car washing, landscaping, etc.) for each EQR from the potable water system. This allowance enables the homeowners to use additional "clean water" for outside uses rather than the raw water available from the irrigation system. We have estimated that these uses would be equivalent to the irrigation demands of 500 ft² per EQR for a total area of 3.8 acres. Using a crop consumption demand of 2.13 acre-feet per acre the consumption to the stream would be 8.1 acre-feet per year. At a 70% application efficiency the diversion requirement is estimated to be 11.5 acre-feet per year, as shown in Table 1.

Raw Water Demands - Irrigation

Residential raw water irrigation demands were estimated to be 58 acres based on the density of the development and the relationship of non-impervious area versus density levels in urban areas determined by the Soil Conservation Service. An additional 7 acres of irrigated area were conservatively included as a contingency to provide for park, playgrounds, garden areas, and landscaped green belt areas within the development. The total irrigated area from the raw water system other than the golf course is 65 acres. At 2.13 feet of demand, the annual consumption is 138.3 acre-feet with a diversion requirement of 197.6 acre-feet at an application efficiency of 70%. Monthly demands are shown in Table 1.

Golf course irrigated areas can range from 90 acres to 150 acres. The higher irrigated area is associated with courses that have extensive rough area development and irrigation between holes while the smaller irrigated courses typically only irrigate fairways, tee boxes, and greens. The golf course design is currently in the conceptual stage. Based on the discussions with golf course designer, the water demand was conservatively estimated to be based on 130 acres of irrigated area. This includes irrigation of 18 holes, practice facilities, clubhouse, and other golf course facilities. We believe the irrigated area of 130 acres represents the high end of potential irrigated area and will conservatively be used for water supply planning purposes.

We have assumed that the golf season will be extended to provide as long of a playing season as possible. Therefore, we have included water demands in March and November to protect against curtailment during warmer or drier weather periods during these shoulder periods of the irrigation season. The golf course irrigation demand was estimated to be 2.31 acre-feet/acre. The consumptive demands for the golf course totals 298.4 acre-feet per year. Golf course diversion requirements, at a 70% irrigation application efficiency, totals 462 acre-feet per year as summarized in Table 1.

Pond Evaporation

The ponds at the development are primarily intended to serve as aesthetic features. Diversions into the ponds will be required to replace evaporative losses. The amount of evaporation is a function of surface area and unit evaporation rates. The water surface area of the ponds at the existing golf course is approximately 8.0 acres. The additional pond surface area identified on the PUD sketch plan is approximately 5.0 acres. We have estimated the total pond surface area for the PUD to be 15.0 acres for water supply planning purposes. The larger area will account for evaporation from delivery laterals used to supply the water features at the development. The unit evaporation demand was estimated to be 2.57 acre-feet per acre as determined from the National Weather Service evaporation atlas and then reduced to account for effective precipitation. The evaporation demand is estimated to be 38.5 acre-feet per year.

Total Demands

As summarized in Column (6) of Table 1, the annual diversion requirements of the entire development totals 784.7 acre-feet per year. The average monthly diversion amounts vary between 0.2 cfs during the winter months to a peak of 2.6 cfs during June. The individual diversion components are illustrated graphically on Figure 2. The historic average diversions of the Robertson Ditch for the Rose Ranch and Westbank Golf Course (8.67 cfs of 16.5 cfs) are also shown on Figure 2 and illustrates that the total water diversion demands from the proposed development are less than the historic irrigation diversions to the historic ranch properties.

PHYSICAL SUPPLY

The physical water supply to the development will be provided by diversions from the Roaring Fork River through the existing Robertson Ditch and the Posy Pump and Pipeline to be constructed at the PUD. The Roaring Fork River will provide an excellent source of physical supply to the project. Both the ditch and the pump & pipeline can be designed to deliver water directly to the developments water treatment plant or a pond adjacent to the plant. The pond can be used as a settling pond prior to diversions entering the water treatment plant. The location of the ditch turnout, Posy Pump & Pipeline, and water treatment plant are shown on the sketch plan. The Robertson Ditch and ponds will also be used to regulate diversions into the raw irrigation system for the development and golf course.

The capacity of the water treatment plant will have to meet the potable water demands of the PUD. The peak monthly demand from the potable system is 12.0 acre-feet per in July. The average diversion rate for July would be approximately 0.196 cfs (126,000 gallons per day). Assuming a peak day factor of approximately 2.0, a 250,000 gallon per day plant combined with potable water storage will adequately serve the development. The pump

station and treatment plant location have been identified on the sketch plan.

AVAILABLE WATER RESOURCES

The Rose Ranch PUD water rights include the development of junior water rights and multiple senior irrigation and storage water rights. Junior rights include application for storage rights on site, and for the Posy Pump and Pipeline diverting from the Roaring Fork River. Senior water rights available to RFI include: (A) irrigation rights in the Robertson Ditch historically used at the Rose property and Westbank Golf Course; (B) irrigation water rights in the Glenwood Ditch transferred to the PUD; and (C) stored water available from a contract with the WDWCD. The attached Table 2 summarizes the water rights which will be used in the water supply plan. Relevant decrees for the above mentioned water rights and the WDWCD contract are attached in Appendix A.

The consumptive use of water for the PUD has been calculated to be 488.7 acre-feet per year as summarized in column (13) of Table 1 and illustrated graphically in Figure 3. The majority of the consumptive use is attributable to irrigation from the raw water supply system. The consumptive use represents the potential amount of water which could be removed from the stream system. Sufficient water rights will be required to offset the consumptive use during periods when downstream senior water rights are placing administrative calls.

Historically, sufficient physical flows have existed from the Roaring Fork River to satisfy the irrigation water rights of ranches along the valley floor. For junior water rights, administration has been controlled by several large Colorado River irrigation and power rights located near Grand Junction collectively referred to as the "Cameo" call. The Cameo call typically occurs from spring through late fall. We have assumed a year round call will be in effect on the Rose Ranch PUD junior rights (Posy Pump & Pipeline and Ponds) from the Cameo call and from the potential development of large conditional rights downstream on the Colorado River. The senior irrigation rights of the water supply plan have historically not experienced calls from the Colorado River and are considered reliable water right supplies. The water rights available to the PUD can be utilized in the following manner;

Water Rights	PUD use
Robertson Ditch	Portion used for continued irrigation of Golf course and residences.
Robertson Ditch	Portion changed for direct use or augmentation of potable uses, pond filling, and evaporation.
Glenwood Ditch	Continued irrigation.
WDWCD Contract	Augment potable uses, pond evaporation, and shoulder season irrigation.
Jr. Storage Rights	On-site ponds primarily aesthetic, back up source of augmentation.
Jr. Surface Diversion	Provide secondary physical source to municipal uses, augmented by Robertson Ditch or storage releases.

The following Table 3 summarizes the PUD's consumptive demands and the available consumptive use credits which could be realized to offset stream depletions. The senior water rights combined with the available storage water from the WDWCD contract exceed the demands of the development by 104 acre-feet. It is our opinion that the PUD has more than adequate water right resources available to meet the future demand levels of the PUD and these rights will not be administratively curtailed by downstream Colorado River water rights. The consumptive use demand breakdown and the water right replacement sources are shown in Figures 3 and 4, respectively.

**Table 3
Rose Ranch Consumptive Use Summary**

Consumptive Demands Ac-Ft							Replacement Credits Ac-Ft				
Month	Potable System		Raw Water System			Demand Total	Rose Ranch & WBGC in Robertson Ditch	Glenwood Ditch (8)	WDWCD (9)	Supply Total (10)	Supply vs. Demand Excess (11)
	In-House (1)	"Out side" (2)	Res & Park Irrig (3)	Golf Course Irrig (4)	Pond Evap (5)						
Jan	0.5	0.0	0.0	0.0	0.0	0.5			0.7	0.7	0.2
Feb	0.4	0.0	0.0	0.0	0.2	0.6			0.8	0.8	0.2
Mar	0.5	0.0	0.0	10.4	1.8	12.7			12.9	12.9	0.2
Apr	0.5	0.4	6.1	11.7	3.8	22.4			22.6	22.6	0.2
May	0.5	1.5	25.8	52.0	5.1	84.9	51.9	53.5		105.4	20.4
June	0.5	1.9	32.0	63.7	7.0	105.1	64.3	66.9		131.2	26.1
July	0.5	1.8	30.7	61.1	7.2	101.3	61.5	62.9		124.4	23.1
Aug	0.5	1.2	20.2	40.3	6.5	68.6	40.4	46.8		87.2	18.6
Sept	0.5	1.0	17.1	33.8	4.2	56.6	34.4	36.1		70.5	13.9
Oct	0.5	0.4	6.4	13.0	2.3	22.6	12.8	10.7		23.5	0.9
Nov	0.5	0.0	0.0	12.4	0.2	13.1			13.3	13.3	0.2
Dec	0.5	0.0	0.0	0.0	0.0	0.5			0.7	0.7	0.2
Total	5.5	8.1	138.3	298.4	38.5	488.7	265.3	276.9	51.0	593.2	104.4

A brief description and history of the water rights available to the PUD has been prepared.

Robertson Ditch Water Rights

We understand that RFI has acquired 6.17 cfs out of 16.5 cfs in the Robertson Ditch water rights which were historically used to irrigate 97.8 acres at Rose Ranch. The historic consumption from these rights was estimated to be 198.9 acre-feet using a unit demand of 2.03 acre-feet per acre distributed over the period of May through October. In application No. 97CW236, RFI has requested a change to allow the irrigation rights to also be used for domestic, commercial, fire protection, storage (pond filling), and augmentation. The Robertson Ditch rights will allow continued use of diversions through the ditch for irrigation and the new uses or can augment diversions through the pump station's junior water rights.

The existing Westbank Golf Course is reported to own 25% or 2.5 cfs of the 10.0 cfs Robertson Ditch water rights used to irrigate the original ranch property. These rights will continue to be used as an irrigation supply to the PUD. The rights will be limited to their historic use amounts to protect against injury to other water rights. The total irrigated area which existed prior to the development of Westbank was measured to be 130.5 acres. Assuming 25% is available to RFI then 32.6 acres can be irrigated with these rights. The consumptive use credit is 66.4 acre-feet per year at 2.03 feet of unit demand.

As shown in the above Table 3, the annual consumptive use credits available from the Robertson Ditch total 265.3 acre-feet (198.9 + 66.4). These credits have been limited to the period from May to October to match historic irrigation practices of the original ranches. The Robertson Ditch has historically provided a reliable irrigation supply and has not been administratively curtailed.

Glenwood Ditch Irrigation Water Rights

Glenwood Ditch Section D historic irrigation consumptive use credits have been identified and transferred to the Robertson Ditch in water court Case No. 96CW319. The court decree allows for the irrigation of up to 134 acres and a consumptive use limit of 276.9 acre-feet. These rights will be used to supply irrigation demands of the PUD. These rights will also be limited to a period of use of May through October to prevent expansion of use and potential injury to other water rights. As with the Robertson Ditch, these rights have a senior status and have not historically been subject to administrative curtailment.

West Divide Water Conservancy District

A WDWCD water contract has been obtained by RFI for 51 acre-feet per year. Water releases will be made available from one or more reservoirs to augment winter municipal diversions, pond evaporation, and golf course shoulder season irrigation demands.

Junior Water Rights - Plan for Augmentation

Water Court application Case No. 97CW236 includes conditional junior water rights filings for wells, surface diversions, and storage rights to serve the PUD. At times when the Robertson Ditch can not be used to serve the PUD, a surface right for the Posy Pump & Pipeline will provide diversions from the Roaring Fork River. The proposed location of the diversion point is shown on Figure 1 and on the Sketch Plan. The Lilac Pump & Pipeline and the Columbine Pump & Pipeline were also include in the application as contingency diversion points for possible shared water operations with other projects near the PUD. Conditional storage rights include Rose Ranch Pond Nos. 1 through 10 and the Oniel Reservoir Enlargement.

The change of use and plan for augmentation in the application will enable the water

supply to avoid administrative curtailment. Accounting forms will be required by the Division of Water Resources to track all water diversions and demands within the development.

SUMMARY - CONCLUSION

Based on estimated water demands, available physical supplies, and RFI water rights, we believe an adequate water supply is available for the proposed Rose Ranch PUD. The proposed diversion demands of the development are less than the average diversions from the historical irrigation uses of the Robertson Ditch from the Roaring Fork River. The consumptive depletion to the river will be less than historical conditions based on the excess of consumptive use credits available to the plan. Wells will be removed from the plan to address concerns of adjoining landowners. The proposed water treatment plant and pump station locations are shown on the sketch plan. The potable in-house demands of the development have been estimated to be 330 EQR's with 1 EQR = 3.0 people per home with each person using 100 gallons per day. This EQR rating is consistent with the EQR estimate currently in use at the Aspen Glen wastewater treatment facilities.

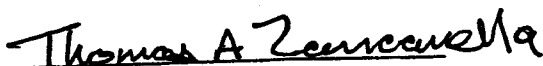
If you have any questions, please feel free to contact our office at (970) 945-5700.

Very truly yours,

Zancanella and Associates, Inc.



Christopher Manera, P. E.

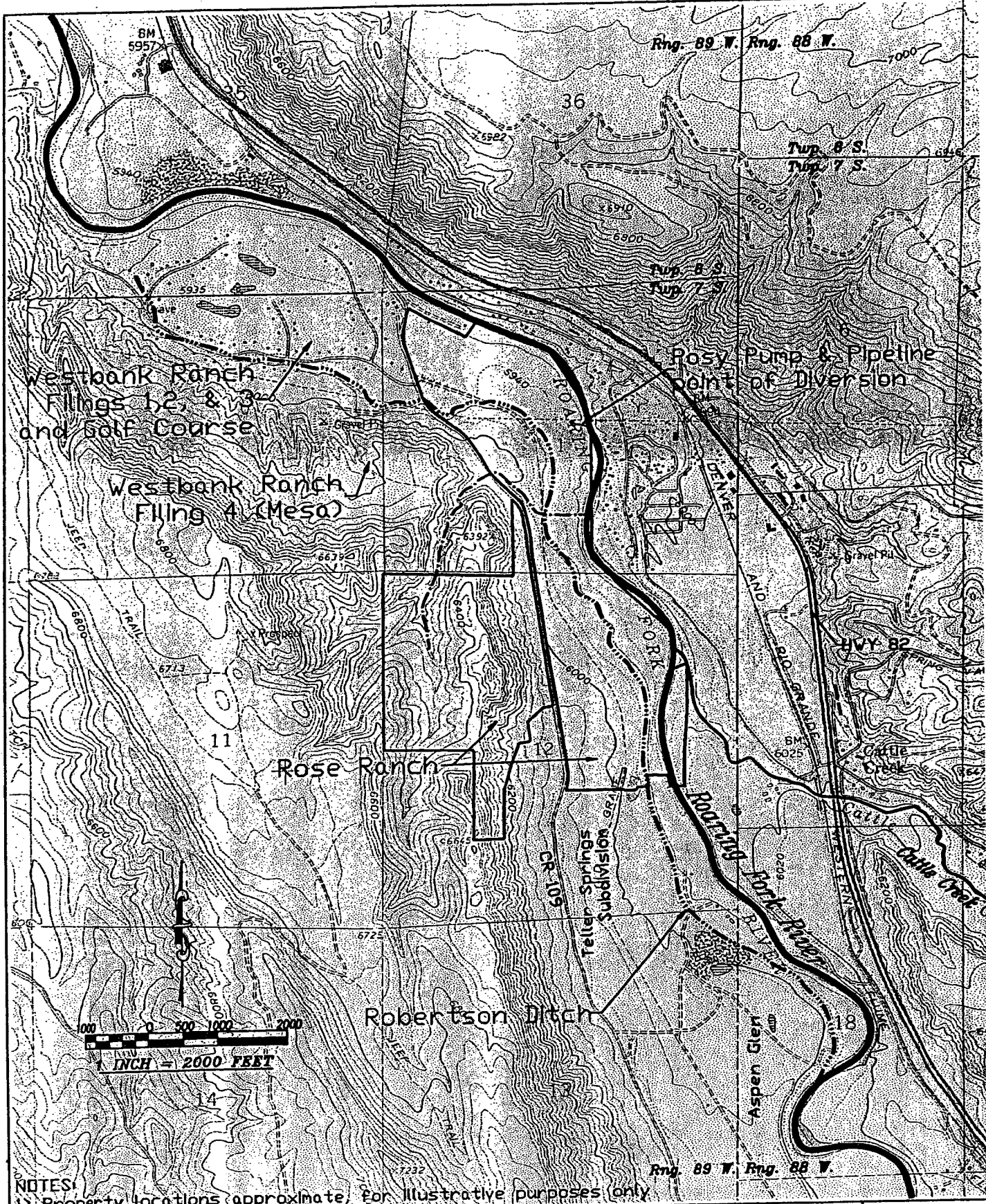


Thomas A. Zancanella, P.E.

Encl

cc: Ron Heggemeier, Roaring Fork Investments
Joe Hope, High Country Engineers
Scott Balcomb, Delaney & Balcomb

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NOTES:
 1) Property locations approximate, for illustrative purposes only

General Location Map

Rose Ranch
 Robertson Ditch

FIGURE NO.

1

SCALE: 1" = 2000'	DATE: 9-20-1997	SHEET: 1 OF 1
DRAWN BY: CM	CHKD BY:	APPD BY: TAZ
PLAN NO. D:\imgoffiles 97409\Figure1		

ZANCANELLA AND ASSOCIATES, INC.
 ENGINEERING CONSULTANTS
 POST OFFICE BOX 1908 - 1008 COOPER AVENUE
 GLENWOOD SPRINGS, COLORADO 81602 (303) 945-5700

PROJECT: 97409

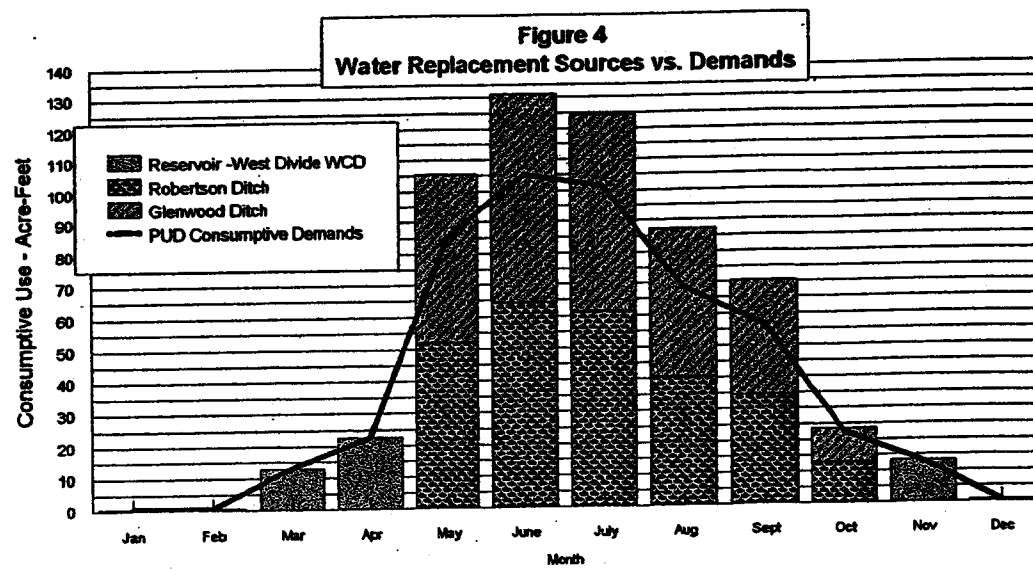
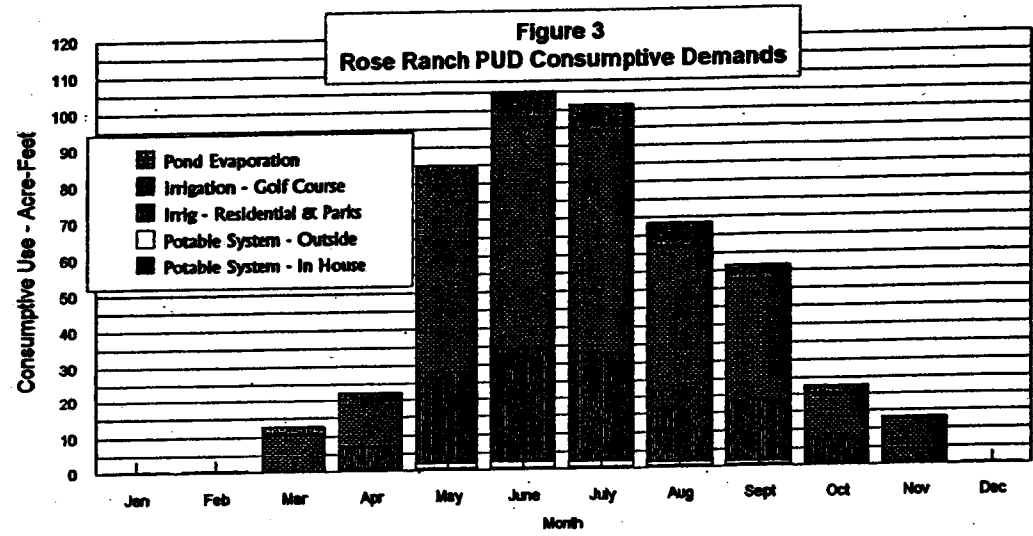
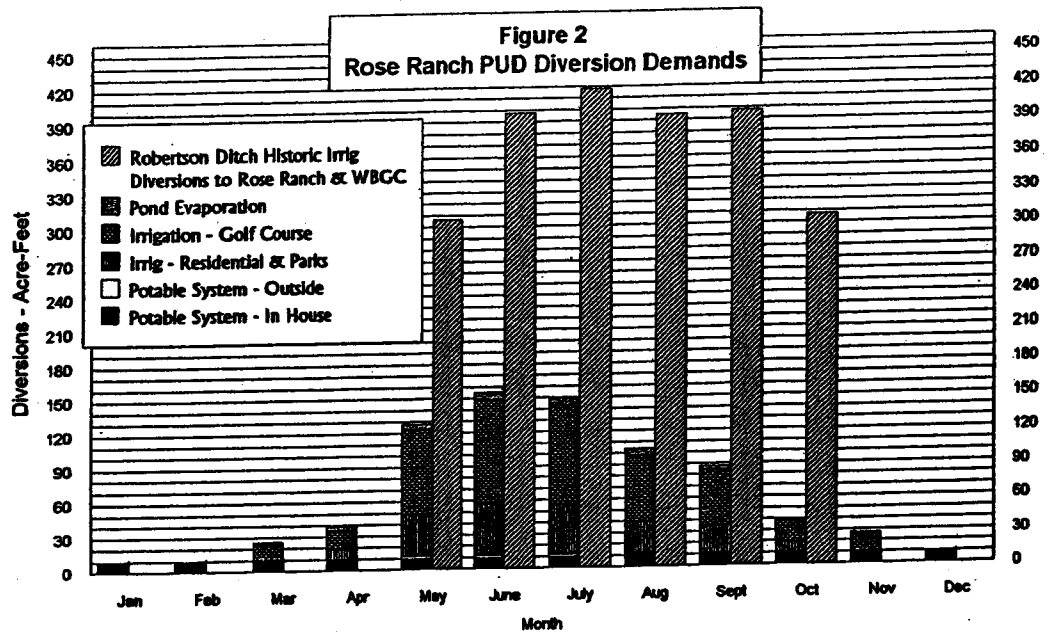


Table 1
Rose Ranch PUD - Water Use

Water Demand Inputs

Potable System		Raw Water System		Irrigated Area Summary	
EQR's	330.0	Residential & Parks	65 acres	Potable System "outside"	3.8 Acres
# persons/residence	3.0 cap/EQR	Application Efficiency	70%	Residential/Parks Raw	65.0 Acres
# gallons/person/day	100 gpcd	Crop Irrig reqmnt (CIR)	2.13 ft	Golf Course Raw Water	130.0 Acres
Percent Consumed	5%	Golf Course 18 holes, ch, dr	130.00 acres	Total	198.8 Acres
Lawn Irrigation	500 sq-ft/EQR	Application Efficiency	70%		
Application Efficiency	70%	Crop Irrig reqmnt (CIR)	2.30 ft		
Crop Irrig reqmnt (CIR)	2.13 ft	Pond Surface Area	15.00 acres		
		Annual Net Evaporation	2.57 ft		

Water Use Calculations

	Diversions							Consumptive Use						
	(1) Potable System In-house (ac-ft)	(2) Potable System Outside (ac-ft)	(3) Residential Raw Water Irrigation (ac-ft)	(4) Golf Course Irrigation (ac-ft)	(5) Pond Evap. (ac-ft)	(6) Total (ac-ft)	(7) Average Flow (cfs)	(8) Potable System In-house (ac-ft)	(9) Potable System Outside (ac-ft)	(10) Residential Raw Water Irrigation (ac-ft)	(11) Golf Course Irrigation (ac-ft)	(12) Pond Evap. (ac-ft)	(13) Total (ac-ft)	(14) Average Flow (cfs)
Jan	9.4	0.0	0.0	0.0	0.0	9.4	0.2	0.5	0.0	0.0	0.0	0.0	0.5	0.01
Feb	8.5	0.0	0.0	0.0	0.2	8.7	0.2	0.4	0.0	0.0	0.0	0.2	0.6	0.01
March	9.4	0.0	0.0	14.9	1.8	26.1	0.4	0.5	0.0	0.0	10.4	1.8	12.7	0.21
April	9.1	0.5	8.7	16.7	3.8	38.8	0.7	0.5	0.4	6.1	11.7	3.8	22.4	0.38
May	9.4	2.2	36.9	74.3	5.1	127.9	2.1	0.5	1.5	25.8	52.0	5.1	84.9	1.38
June	9.1	2.7	45.7	91.0	7.0	155.5	2.6	0.5	1.9	32.0	63.7	7.0	105.1	1.77
July	9.4	2.6	43.8	87.3	7.2	150.3	2.4	0.5	1.8	30.7	61.1	7.2	101.3	1.65
August	9.4	1.7	28.8	57.6	6.5	104.0	1.7	0.5	1.2	20.2	40.3	6.5	68.6	1.12
Sept	9.1	1.4	24.5	48.3	4.2	87.5	1.5	0.5	1.0	17.1	33.8	4.2	56.6	0.95
Oct	9.4	0.5	9.1	18.6	2.3	40.0	0.7	0.5	0.4	6.4	13.0	2.3	22.6	0.37
Nov	9.1	0.0	0.0	17.6	0.2	27.0	0.5	0.5	0.0	0.0	12.4	0.2	13.1	0.22
Dec	9.4	0.0	0.0	0.0	0.0	9.4	0.2	0.5	0.0	0.0	0.0	0.0	0.5	0.01
Annual	110.9	11.5	197.6	426.2	38.5	784.7	1.1	5.5	8.1	138.3	298.4	38.5	488.7	0.7

Zancanella & Assoc., Inc.
Water Resources Engineers
Glenwood Springs, CO

Table 2
Div 5 WD 38 Water Rights - Rose Ranch PUD

Water Right Name	Amount (cfs)	RFI 1/ Amount	Use	Adjudication Date	Appropriation Date	Admin. Number	Case No.	Comments
Glenwood Ditch	30.00	1.47	ID	12/05/1908	11/18/1900	21522.19	1338,96CW319	96CW319 transfrd to Robertson Ditch.Limit to 134 acres Irrg, 276.9 ac-ft CU, 2.0 cfs.
Glenwood Ditch	2.00	0.10	ID	12/05/1908	11/18/1900	21522.19	1338,96CW319	
Glenwood Ditch	18.00	0.88	ID	08/25/1936	11/18/1901	30941.19	3082,96CW319	
Subtotal	50.00	2.45						
Robertson Ditch	4.00	2.10	I	05/11/1889	02/11/1883	12095.00	132,97CW236	Application 97CW236 change to domestic, commercial, fire, storage, augmentation
Robertson Ditch	3.50	1.84	I	05/11/1889	04/01/1885	12875.00	132,97CW236	
Robertson Ditch	9.00	4.73	ID	10/24/1952	04/02/1950	36616.00	4033,97CW236	
Subtotal	16.50	8.67						
Ruedi Reservoir	101,369 AF	51 AF	IMDNPS	21356	21030	39291	4613,W789-76	West Divide WCD contract for 51 AF
Posy Pump & Pipeline	7.500	7.500	IDSCF	(pending)	(pending)	(pending)	97CW236	Pending application
Lilac Pump & Pipeline	7.500	7.500	IDSCF	(pending)	(pending)	(pending)	97CW236	Pending application
Columbine Pump & Pipeline	7.500	7.500	IDSCF	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 1	1.88 AF	1.88 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 2	1.68 AF	1.68 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 3	1.52 AF	1.52 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 4	3.28 AF	3.28 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 5	4.8 AF	4.8 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 6	40.0 AF	40.0 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 7	4.0 AF	4.0 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 8	4.8 AF	4.8 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 9	24.0AF	24.0AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 10	2.8 AF	2.8 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Oniell Reservoir 1st Enlg	21.0 AF	21.0 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application

Uses Code: D=Domestic, I=Irrigation, M=Municipal, S=Stock, P=Fishery, F=Fire, C=Commercial, H=Household, W=Wildlife, A= augmentation, T = aesthetics, R=recreation
1/ RFI 4.9% interest in in Glenwood Irrigation Co., 6.17 cfs of 16.5 cfs (37%) Rose Ranch & 2.5 cfs (15%) Westbank Golf Course in Robertson Ditch

**Table 3
Rose Ranch Consumptive Use Summary**

Consumptive Demands Ac-Ft						Replacement Credits Ac-Ft					
Month	Potable System		Raw Water System			Demand Total	Rose Ranch & WBGC in Robertson Ditch	Glenwood Ditch	WDWCD	Supply Total	Supply vs. Demand Excess
	In-House	"Out side"	Res & Park Irrig	Golf Course Irrig	Pond Evap						
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Jan	0.5	0.0	0.0	0.0	0.0	0.5			0.7	0.7	0.2
Feb	0.4	0.0	0.0	0.0	0.2	0.6			0.8	0.8	0.2
Mar	0.5	0.0	0.0	10.4	1.8	12.7			12.9	12.9	0.2
Apr	0.5	0.4	6.1	11.7	3.8	22.4			22.6	22.6	0.2
May	0.5	1.5	25.8	52.0	5.1	84.9	51.9	53.5		105.4	20.4
June	0.5	1.9	32.0	63.7	7.0	105.1	64.3	66.9		131.2	26.1
July	0.5	1.8	30.7	61.1	7.2	101.3	61.5	62.9		124.4	23.1
Aug	0.5	1.2	20.2	40.3	6.5	68.6	40.4	46.8		87.2	18.6
Sept	0.5	1.0	17.1	33.8	4.2	56.6	34.4	36.1		70.5	13.9
Oct	0.5	0.4	6.4	13.0	2.3	22.6	12.8	10.7		23.5	0.9
Nov	0.5	0.0	0.0	12.4	0.2	13.1			13.3	13.3	0.2
Dec	0.5	0.0	0.0	0.0	0.0	0.5			0.7	0.7	0.2
Total	5.5	8.1	138.3	298.4	38.5	488.7	265.3	276.9	51.0	593.2	104.4

Appendix A

Case No. 96CW319
WDWCD Contract 970923RFI(a)
Application 97CW236

DISTRICT COURT, WATER DIVISION 5, STATE OF COLORADO

Case No. 96CW319

FINDINGS OF FACT, RULING OF REFEREE AND DECREE OF COURT.

CONCERNING THE APPLICATION FOR A CHANGE OF WATER RIGHTS OF
GLENWOOD IRRIGATION COMPANY, CITY OF GLENWOOD SPRINGS, ROARING
FORK SCHOOL DISTRICT AND GLENWOOD DITCH LLC IN GARFIELD COUNTY

Glenwood Irrigation Company, City of Glenwood Springs, Roaring Fork School District and Glenwood Ditch LLC filed an Application for Change of Water Right. Subsequently, Applicants filed an Amendment to Application for Change of Water Right. In accordance with C.R.S. §37-92-203(7)(West 1990), the Water Judge referred the subject application to the Water Referee for Water Division No. 5, State of Colorado.

The Referee has made such investigations as are necessary to determine whether or not the statements in the Application are true, has become fully advised with respect to the subject matter of the Application, and has consulted with the Division Engineer for Water Division No. 5. He hereby makes the following determinations and ruling as the referee in this matter:

FINDINGS OF FACT

1. The statements in the Application are true.
2. None of the subject water rights or their sources are located within a designated ground water basin.
3. The Glenwood Irrigation Company, City of Glenwood Springs, Roaring Fork School District and Glenwood Ditch LLC are the Applicants herein.
4. Timely and adequate notice of the filing of this Application was given as required by law.
5. Timely statements of opposition were filed by Glenwood Irrigation Company and Glenwood Land Company, LLC. No other statements of opposition were filed and the time for filing such statements of opposition has expired.
6. The opponents have consented to the entry of this ruling.

CLAIM FOR CHANGE OF WATER RIGHT

7. Applicants claim a change of water right, described more particularly as follows:

A.

Structure	Amount	Priority No	Adj. Date	Approp. Date	Case No.	Amt owned by Applicants.
Glenwood Ditch	32 cfs	213 BBBA	12/5/1908	11/18/1900	C.A. 1338	1.568
Glenwood Ditch	18 cfs	357	08/25/1936	11/18/1901	C.A. 3082	.882

B. Legal description: The Glenwood Ditch headgate is located about 100 feet above the Sharp Ditch headgate which is located at a point whence the North quarter corner of Section 28, Township 7 South, Range 88 West of the 6th P.M. bears North 7°28' East 2159 feet.

C. Source: Roaring Fork River and Cattle Creek.

D. Historic use: Collectively, Applicants own or claim 73.5 shares in the Glenwood Irrigation Company which is the equivalent of a 4.9% undivided interest (2.45 cfs) in the above-described water rights. Historically, Applicants' interest in such water rights has irrigated up to 188.5 acres, consuming 390.3 acre feet of water.

E. Proposed change:

Applicants claim to change the point of diversion and place of use for 2.0 cfs of the portion of the Glenwood Ditch owned by Applicants. The alternate point of diversion is located on the Westerly bank of the Roaring Fork River at a point whence the SE Corner of Section 12, Township 7 South, Range 89 West of the 6th P.M. bears North 27°56' West 2,788.14 ft, commonly known as the Robertson Ditch. To prevent injury to other water users, Applicants will leave 0.45 cfs of their flow rights in the Glenwood Ditch at its original point of diversion. This leaves a total of 48.0 cfs of water in the Glenwood Ditch. Applicants will limit the consumptive use amount attributable to their shares to 276.9 acre feet which represents a full irrigation supply for up to 134 acres. Applicants will irrigate up to 134 acres of lands located in parts of Section 35, Township 6 South, Range 89 West and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.

RULING

The Referee has examined the information submitted by the Applicants and has become advised with respect to the subject matter of the Application.

He rules as follows:

8. The foregoing Findings of Fact are fully incorporated herein.
9. The changes of water rights proposed by the Applicants are such as are contemplated by law.
10. If administered in accordance with this decree, the change of water rights described herein will not adversely affect the owners or users of vested water rights or decreed conditional water rights.
11. The changes of water rights described herein may be lawfully decreed by this Court.
12. In consideration of the specific findings of fact and ruling made herein and in conformance with Colo. Rev. Stat. §37-92-304(6)(1990), as amended, the approval of the change of water rights decreed herein shall be subject to reconsideration by the Water Judge on the question of injury to the vested water rights of others for a period of 2 calendar years. If no petition for reconsideration is filed within 2 calendar years, retention of jurisdiction for this purpose shall automatically expire.

IT IS ACCORDINGLY ORDERED that this ruling shall be filed with the Water Clerk subject to judicial review pursuant to Colo. Rev. Stat. §37-92-304.

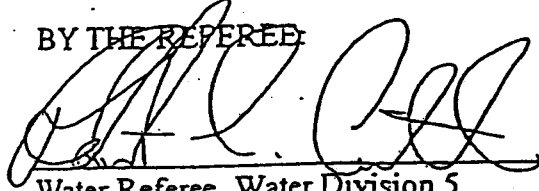
Water Division No. 5
Case No. 96CW319
Glenwood Irrigation Company
Findings of Fact, Ruling of Referee and Decree of Court
Page 4

IT IS FURTHER ORDERED that a copy of the ruling shall be filed with the State Engineer and the Division Engineer for Water Division No. 5.

Dated: December 3, 1997

Copy of the foregoing mailed to all
Council of record - Water
Referee - Div. Engineer - and
State Engineer - Date 12-6-97
J. M. & Co.
County Clerk, Water Div. No. 5
Balcomb Leavenworth
Patrick


BY THE REFEREE:


Water Referee, Water Division 5
State of Colorado

No protest was filed in this matter. The foregoing Ruling of the Referee is confirmed and approved, and is made the Judgment and Decree of this Court.

Dated: December 24, 1997

BY THE COURT:


Water Judge

Contract # 970923RFI
Map ID # 263
Date Activated 10/28/97

WEST DIVIDE WATER CONSERVANCY DISTRICT
WATER ALLOTMENT CONTRACT/LEASE

Name of Applicant: Roaring Fork Investments, LLC

Quantity of Water in Acre Feet: 51.0

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, cooperated, 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 the 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 require 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 18 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 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 an adequate measuring device or meter 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.

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.

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.

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO

Case No. 2014-36

Original Filed 11-51-14

Clerk

By P.D.

Deputy

APPLICATION FOR UNDERGROUND WATER RIGHTS, SURFACE WATER RIGHTS,
STORAGE WATER RIGHTS, CHANGE OF WATER RIGHTS, AND APPROVAL OF
PLAN FOR AUGMENTATION.

CONCERNING THE APPLICATION FOR WATER RIGHTS OF ROARING FORK
INVESTMENTS, LLC IN GARFIELD COUNTY

1. Name and address of Applicant:

Roaring Fork Investments, LLC
c/o Heggemeier and Stone, P.C.
19555 East Main Street, Suite 200
Parker, CO 80134-7374

c/o Scott Balcomb, Esq.
Edward B. Olszewski, Esq.
Delaney & Balcomb, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602
(970) 945-6546

CLAIM FOR UNDERGROUND WATER RIGHTS

2. Names of wells and permits, registration or denial numbers: Rose Well 1, Lilac Well 2, Columbine Well 3, Orchid Well 4, Tulip Well 5, Daisy Well 6, Lily Well 7, and Carnation Well 8, permits being applied for.

3. Legal description of wells:

A. Rose Well 1: A Well located in Government Lot 11 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 67°37'28" West a distance of 2201.8 feet. This well can also be approximately plotted as being 3450 feet from the East section line and 3500 feet from the South section line.

B. Lilac Well 2: A Well located in government Lot 12 of Section 1, Township 7 South.

Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 68°32'26" West a distance of 1704.16 feet. This well can also be approximately plotted as being 3900 feet from the East section line and 3700 feet from the South section line.

C. Columbine Well 3: A Well located in Government Lot 11 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 68°38'35" West a distance of 2613.72 feet. This well can also be approximately plotted as being 3050 feet from the East section line and 3000 feet from the South section line.

D. Orchid Well 4: A Well located in Government Lot 10 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 61°29'50" West a distance of 3170.28 feet. This well can also be approximately plotted as being 2700 feet from the East section line and 2850 feet from the South section line.

E. Tulip Well 5: A Well located in Government Lot 17 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 55°46'21" West a distance of 3674.17 feet. This well can also be approximately plotted as being 2450 feet from the East section line and 2300 feet from the South section line.

F. Daisy Well 6: A Well located in Government Lot 16 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 51°32'04" West a distance of 2795.45 feet. This well can also be approximately plotted as being 3300 feet from the East section line and 2600 feet from the South section line.

G. Lily Well 7: A Well located in Government Lot 12 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 48°13'39" West a distance of 2131.83 feet. This well can also be approximately plotted as being 3900 feet from the East section line and 2900 feet from the South section line.

H. Carnation Well 8: A Well located in Government Lot 12 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 37°06'53" West a distance of 1657.78 feet. This well can also be approximately plotted as being 4350 feet from the East section line and 2900 feet from the South section line.

from the South section line.

4. A. Source for all wells: Alluvium and Eagle Valley Formation, tributary to the Roaring Fork River

B. Depth for all wells: 200 feet

5. A. Date of appropriation: May 2, 1997

B. How appropriation was initiated: Field location, formation of intent to place water to beneficial use, drilling and construction of test well.

C. Date water applied to beneficial use: N/A

6. Amount claimed: 200 gpm, conditional for each well.

7. Proposed use:

A. If irrigation, complete the following:

(1) Number of acres historically irrigated: N/A.

(2) Total number of acres proposed to be irrigated: 82.07 acres for all wells combined.

(3) Legal description of the land to be irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.

(4) Area of lawns and gardens irrigated: 82.07 acres for all wells combined.

B. If non-irrigation, describe purpose fully: The above referenced wells will be used for irrigation, domestic, commercial and fire protection uses and will serve a potable water supply system for a golf course/residential development of approximately 354 units. For water supply planning purposes, the development demands have been conservatively estimated to be 550 Equivalent Residential Units ("EQR's"). The equivalent of 6500 square feet of lawn and garden irrigation per EQR will be used to account for irrigation of lawns and gardens minimal outside uses for each EQR.

CLAIM FOR SURFACE WATER RIGHTS

8. Name of structure: Posy Pump and Pipeline
9. Legal description and point of diversion: A Surface water diversion source located in Government Lot 17 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 57°02'42" West a distance of 3799.13 feet. This structure can also be approximately plotted as being 2290 feet from the East section line and 2300 feet from the South section line.
10. Source: Roaring Fork River
11. A. Date of initiation of appropriation: May 2, 1997.
B. How appropriation was initiated: Field location and formation of intent to place water to beneficial use.
C. Date water applied to beneficial use: N/A
12. Amount claimed: 7.5 cfs, conditional
13. Use or proposed use:
 - A. If irrigation, complete the following:
 - (1) Number of acres historically irrigated: N.A.
 - (2) Total number of acres proposed to be irrigated: 82.07
 - (3) Legal description of the land to be irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West. 6th P.M.
 - (4) Area of lawns and gardens irrigated: 82.07
 - B. If non irrigation, describe purpose fully: The above referenced water right will be used as an alternate source for irrigation, domestic, storage, commercial and fire protection uses to serve a potable water supply system for a golf course/residential development of 550 EQR's. The equivalent of 6500 square feet of lawn and garden

irrigation per EQR will be used to account for irrigation of lawns and gardens and minimal outside uses for each EQR.

14. Name of structure: Lilac Pump and Pipeline
15. Legal description and point of diversion: A Surface water diversion source located on the right bank of the Roaring Fork River at a point whence the NW Corner of Section 18, T. 7 S., R. 88 W. of the 6th P.M. bears N. 22°15"W. 1550 feet.
16. Source: Roaring Fork River
17. A. Date of initiation of appropriation: October 9, 1997.
B. How appropriation was initiated: Field location and formation of intent to place water to beneficial use.
C. Date water applied to beneficial use: N/A
18. Amount claimed: 7.5 cfs, conditional
19. Use or proposed use:
 - A. If irrigation, complete the following:
 - (1) Number of acres historically irrigated: N.A.
 - (2) Total number of acres proposed to be irrigated: 82.07
 - (3) Legal description of the land to be irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.
 - (4) Area of lawns and gardens irrigated: 82.07
 - B. If non irrigation, describe purpose fully: The above referenced water right will be used as an alternate source for irrigation, domestic, commercial and fire protection uses to serve a potable water supply system for a golf course/residential development of 550 EQR's. The equivalent of 6500 square feet of lawn and garden irrigation per EQR will be used to account for irrigation of lawns and gardens and minimal outside

uses for each EQR.

20. Name of structure: Columbine Pump and Pipeline
21. Legal description and point of diversion: A Surface water diversion source located on the left bank of Cattle Creek at a point whence the SW Corner of Section 7, T. 7 S., R. 88 W. of the 6th P.M. bears S 66°30"W. 1230 feet.
22. Source: Cattle Creek, tributary to the Roaring Fork River
23. A. Date of initiation of appropriation: October 9, 1997
- B. How appropriation was initiated: Field location and formation of intent to place water to beneficial use.
- C. Date water applied to beneficial use: N/A
24. Amount claimed: 7.5 cfs, conditional
25. Use or proposed use:
- A. If irrigation, complete the following:
- (1) Number of acres historically irrigated: N.A.
 - (2) Total number of acres proposed to be irrigated: 82.07
 - (3) Legal description of the land to be irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.
 - (4) Area of lawns and gardens irrigated: 82.07
- B. If non irrigation, describe purpose fully: The above referenced water right will be used as an alternate source for irrigation, domestic, commercial and fire protection uses to serve a potable water supply system for a golf course/residential development of 550 EQR's. The equivalent of 6500 square feet of lawn and garden irrigation per EQR will be used to account for irrigation of lawns and gardens and minimal outside uses for each EQR.

CLAIM FOR STORAGE WATER RIGHTS

26.

A.

Name of Structure	Legal Description	Amount Claimed (AF)	Active Storage (AF)	Dead Storage (AF)	Surface Area (AC)	Pond Depth (FT)
<u>Rose Ranch Pond No. 1</u>	A Pond located in Government Lot 12 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 57°50'05" W. a distance of 4300 feet.	1.88, cond.	1.88	0.0	.5	8
<u>Rose Ranch Pond No. 2</u>	A Pond located in Government Lot 9 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 63°26'55" W. a distance of 4200 feet.	1.68, cond.	1.68	0.0	.5	8
<u>Rose Ranch Pond No. 3</u>	A Pond located in Government Lot 13 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 50°20'31" W. a distance of 3514.63 feet.	1.52, cond.	1.52	0.0	.5	8
<u>Rose Ranch Pond No. 4</u>	A Pond located in Government Lot 8 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 57°07'12" W. a distance of 3428.10 feet.	3.28, cond.	3.28	0.0	1.0	8
<u>Rose Ranch Pond No. 5</u>	A Pond located in Government Lot 28 of Sec. 1, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 35°07'39" W. a distance of 4526.54 feet.	4.8, cond.	4.8	0.0	1.5	8
<u>Rose Ranch Pond No. 6</u>	A Pond located in Government Lot 23 of Sec. 1, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 43°15'21" W. a distance of 3750.39 feet.	40.0, cond.	40.0	0.0	6.0	10

Name of Structure	Legal Description	Amount Claimed (AF)	Active Storage (AF)	Dead Storage (AF)	Surface Area (AC)	Pond Depth (FT)
<u>Rose Ranch Pond No. 7</u>	A Pond located in Government Lot 11 of Sec. 1, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 55°59'36" W. a distance of 2472.83 feet.	4.0. cond.	4.0	0.0	1.5	8
<u>Rose Ranch Pond No. 8</u>	A Pond located in Government Lot 12 of Sec. 1, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 31°32'28" W. a distance of 1801.70 feet.	4.8. cond.	4.8	0.0	1.5	8
<u>Rose Ranch Pond No. 9</u>	A Pond located in the NW 1/4 of the NW 1/4, Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 22°59'19" W. a distance of 1075.41 feet.	24.0. cond.	24.0	0.0	4.0	10
<u>Rose Ranch Pond No. 10</u>	A Pond located in Government Lot 16 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 46°00'00" W. a distance of 4500.00 feet.	2.8. cond.	2.8	0.0	1.0	8
<u>O'Neill Reservoir, First Enlargement</u>	A Pond located in Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point 1600 feet from the E. Section line and 2100 feet from the S. Section line of said Sec. 12.	21.0. cond.	21	0.0	4.2	10

B. All ponds are off-channel reservoirs which will be filled from either the Robertson Ditch, Posy Pump and Pipeline, Lilac Pump and Pipeline, or Columbine Pump and Pipeline, all as more particularly described in this Application.

Rate of diversion for filling all ponds: 7.5 cfs, conditional.

C. Source: Roaring Fork River.

D. Date of appropriation for all ponds: October 2, 1997.

How appropriation was initiated: Field location of pond sites and formation of intent

to appropriate water to beneficial use.

Date water applied to beneficial use: N/A

27. Use:

A. If irrigation, complete the following: N.A.

B. If non irrigation, describe purpose fully: The above referenced ponds will be used for fire protection, aesthetic, recreation, and augmentation.

CLAIM FOR CHANGE OF WATER RIGHTS

28. Decreed name of structures for which change is sought: Robertson Ditch.

29. From previous decree:

A. Robertson Ditch

(1)

Name of Structure	Date Entered	Case Number	Amount	Appropriation Date	Priority Number
Robertson Ditch	5/11/1889	CA-132	4.0 cfs., absolute	2/11/1883	52
Robertson Ditch	5/11/1889	CA-132	3.5 cfs.	4/01/1885	112
Robertson Ditch	10/24/1952	CA-4033	9.0 cfs.	4/02/1950	595

Applicant owns 6.5 cfs of the 16.5 cfs decreed to the Robertson Ditch.

(2) Court: District Court

(3) Type of Water Right: Surface

(4) Legal description of point of diversion: Located on the Westerly bank of the Roaring Fork River at a point whence the SE Corner of Sec. 12, T. 7 S., R. 89 W., 6th P.M. bears N. 27°56' W. 2788.14 feet.

(5) Source: Roaring Fork River

(6) Decreed use: Irrigation

(7) Historic use: Applicant's share of the Robertson Ditch has historically been

used to irrigate 98.7 acres of land located in parts of Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.

30. Proposed change: In addition to the irrigation uses already decreed to the Robertson Ditch, Applicant seeks to add domestic, commercial, fire protection, storage (pond filling) and augmentation uses.

CLAIM FOR APPROVAL OF PLAN FOR AUGMENTATION

31. Names of structures to be augmented: Rose Well 1, Lilac Well 2, Columbine Well 3, Orchid Well 4, Tulip Well 5, Daisy Well 6, Lily Well 7, Carnation Well 8, Posy Pump and Pipeline, Lilac Pump and Pipeline, Columbine Pump and Pipeline, Rose Ranch Pond Nos 1- 10, O'Neill Reservoir, First Enlargement and Robertson Ditch all as described above.

Are there other water rights diverted from these structures: No, except for the O'Neill Reservoir, First Enlargement and the Robertson Ditch.

32. Previous decrees for water rights to be used for augmentation:

A. Robertson Ditch. As described above.

B. Ruedi Reservoir:

- (1) Ruedi Reservoir was originally decreed for 140,697.3 af in CA-4613, Garfield County District Court on June 20, 1958, with an appropriation date of July 29, 1957, for hydroelectric power generation, irrigation, municipal, domestic, industrial, piscatorial, and stock watering uses. Subsequently, in Case No. W789-76, Water Division No. 5, the amount of water decreed to Ruedi Reservoir was reduced from 140,697.3 af to 101,369 af.
- (2) Legal description: Located in parts of Section 7, 8, 9, 11, 14, 15, 16, 17 and 18, Township 8 South, Range 84 West of the 6th P.M. in Pitkin and Eagle Counties.
- (3) Ruedi Reservoir has historically been used for hydroelectric power generation, augmentation, irrigation, municipal, domestic, industrial, piscatorial, and stock watering uses. (Historic use for other Rights) Augmentation water from Ruedi Reservoir will be obtained via a Water

Water Division No. 5

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Application for Underground Water Rights, Surface Water Rights, Storage Water Rights,

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Allotment Contract with the West Divide Water Conservancy District.

C. Green Mountain Reservoir:

- (1) Date entered: October 5, 1955
- (2) Legal description: Located in parts of Sections 11-15, 24, Township 2 South, Range 80 West and Sections 17-21, 28, 29, 33, 34, Township 2 South, Range 79 West of the 6th P.M.
- (3) Case No.: Consolidated Case Nos. 2782, 5016 and 5017
- (4) Court: Federal District Court for the District of Colorado
- (5) Source: Blue River
- (6) Amount: 154,645 acre-feet
- (7) Green Mountain Reservoir has historically been used for its decreed uses.

D. Wolford Mountain Reservoir

- (1) Date entered: November 20, 1989
- (2) Case Nos.: 87CW283, 95CW251
- (3) Court: District Court, Water Division No. 5, Colorado
- (4) Type of water right: Storage
- (5) Legal description: The dam is located in the SW1/4 of the NE1/4, Section 25, Township 2 North, Range 81 West of the 6th P.M.
- (6) Source: Muddy Creek and its tributaries, all tributary to the Colorado River.
- (7) Amount: 59,993 acre feet.
- (8) Appropriation date: December 14, 1987.

- (9) Decreed uses: All uses including but not limited to domestic, municipal, agricultural, and recreational uses.
 - (10) Historic use: 32,986 acre feet of the Wolford Mountain Reservoir have been used for recreational and piscatorial purposes.
- E. Rose Ranch Pond Nos. 1 - 10, and O'Neill Reservoir, First Enlargement as described above.

33. STATEMENT OF PLAN FOR AUGMENTATION:

Applicant contemplates a residential development which includes 550 EQR's, a club house, and several ponds. Domestic/municipal water service is contemplated to be from several wells and the Applicant will construct a sufficient number of wells to achieve a dependable water supply.

The Applicant's development is located within the West Divide Water Conservancy District and Applicant has applied for a Water Allotment Contract from said District. If Applicant is unable to secure a West Divide Water Allotment Contract, Applicant will either: 1) obtain a Green Mountain Reservoir Water Allotment Contract from the Bureau of Reclamation; 2) obtain a Wolford Mountain Reservoir Water Allotment Contract from the Colorado River Water Conservation District; or 3) make releases from the Rose Ranch Pond Nos. 1 - 10 and O'Neill Reservoir, First Enlargement as described above. Out of priority depletions will be augmented by releases from either Ruedi Reservoir, Green Mountain Reservoir (under a claim for exchange), Wolford Mountain Reservoir (under a claim for exchange), or Applicant's on-site ponds, under the direction of the Division Engineer in the course of administering the District's Water Supply Program.

WATER DEMANDS

The potable water system will be supplied either from eight wells (described above) constructed on the property or through surface diversions (Robertson Ditch, Posy Pump and Pipeline, Lilac Pump and Pipeline and/or Columbine Pump and Pipeline) from the Roaring Fork River and/or Cattle Creek to a treatment plant. The raw water system will provide additional irrigation for the main and shoulder seasons, and for pond demands. The raw water supply will be physically supplied through surface diversions from the Roaring Fork River through the Robertson Ditch, through the construction of one or more pump stations along the Roaring Fork River, or through the wells. The attached Table 3 presents the estimated water requirements and augmentation sources for the proposed 550 EQR development.

Water Division No. 5

Case No. _____

Roaring Fork Investments, LLC

Application for Underground Water Rights, Surface Water Rights, Storage Water Rights,

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If operated as described above, the augmentation plan described herein will provide water to Applicant's proposed development and will not injure other water users.

34. Name and address of owner of land on which structures are located: Same as Applicant.

Respectfully submitted this 27th day of October, 1997.

DELANEY & BALCOMB, P.C.

By 

Scott Balcomb #1376

Edward B. Olszewski #24723

Attorneys for Applicant

P.O. Drawer 790

Glenwood Springs, CO 81602

Telephone: (970) 945-6546

Fax No.: (970) 945-8902

**Table 3
Rose Ranch
Robertson Ditch - Change of Use/Transfer Summary**

Month	Consumptive Demands					Augmentation & Storage Summary		
	Potable - Pond Evap - Shoulder Season Irrigation					Robertson Ditch		
	Domestic & Commercial "In- House" Ac-Ft	Domestic & Commercial "Outside" Ac-Ft	Pond Evaporation Replacement Ac-Ft	Irrigation Shoulder Season Use Ac-Ft	Total Ac-Ft	Recommended Robertson Ditch Change/Transfer of Use for Augment of Mun, Evnp, & Storage Ac-Ft	Surplus available to Storage Ac-Ft	Augmentation Storage Release Requirement Ac-Ft
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Jan	0.9	0.0	0.0	0.0	0.9	0.0		0.9
Feb	0.8	0.0	0.2	0.0	1.0	0.0		1.0
Mar	0.9	0.0	2.5	9.0	12.4	0.0		12.4
Apr	0.9	0.6	5.0	16.1	22.6	0.0		22.6
May	0.9	2.5	6.8		10.2	22.3	12.1	0.0
June	0.9	3.1	9.4		13.4	28.8	15.4	0.0
July	0.9	3.0	9.7		13.6	26.3	12.7	0.0
Aug	0.9	2.0	8.7		11.6	22.6	11.0	0.0
Sept	0.9	1.7	5.6		8.2	16.0	7.8	0.0
Oct	0.9	0.6	3.1	1.7	6.3	4.6		1.7
Nov	0.9	0.0	0.3	10.0	11.2	0.0		11.2
Dec	0.9	0.0	0.0	0.0	0.9	0.0		0.9
Total	10.7	13.5	51.3	36.8	112.3	120.6	59.0	50.7

Historic CU Credits associated with Rose Ranch Robertson Ditch = 198.9 Ac-ft, Change = 120.6 Ac-Ft or 60.6%.
 Historic irrigated area = 98.7 acres, 60.6% to be changed = 59.8 acres, 38.9 acres to remain irrigation use.

EXHIBIT E
(Augmentation Plan)

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO

Case No. 97CW236

CLERK

AMENDED FINDINGS OF FACT, RULING OF REFEREE, AND DECREE OF COURT

CONCERNING THE APPLICATION FOR WATER RIGHTS OF ROARING FORK INVESTMENTS, LLC IN GARFIELD COUNTY

Roaring Fork Investments, LLC filed an Application for Underground Water Rights, Surface Water Rights, Storage Water Rights, Change of Water Rights, and Approval of Plan for Augmentation on October 31, 1997. Roaring Fork Investments, LLC filed an Amendment to its Application on April 7, 1998. In accordance with C.R.S. §37-92-203(7), the Water Judge referred the subject Application to the Water Referee for Water Division No. 5, State of Colorado.

The Referee has made such investigations as are necessary to determine whether or not the Application should be granted, has become fully advised with respect to the subject matter of the Application, and has consulted with the Division Engineer for Water Division No. 5. He hereby makes the following determinations and ruling as the referee in this matter.

FINDINGS OF FACT

1. The Application should be granted as a Ruling of Referee.
2. Roaring Fork Investments, LLC is the Applicant herein.
3. None of the subject water rights or their sources are located within a designated ground water basin.
4. Statements of Opposition were timely filed by Westbank Ranch Homeowners Association, Westbank Mesa Homeowners Association & Walter F. Brannan Family Trust, Ken Kriz, Richard Moolick, Richard & Cynthia Ryman, George & Lynda White, Myles & Virginia Holub, Darrell & Eva Fitzwater, Charles & Barbara Smith, City of Colorado Springs, Richard Waltsak, River Ridge Homeowners Association, Jack Katz & Zoe Brannan, Elaine Bertholf & Pete Moscon, Twin Lakes Reservoir & Canal Company and the State and Division Engineers. No other Statements of Opposition were filed and the time for filing Statements of Opposition has expired.
5. Claim of Surface Water Rights. Applicant claims surface water rights, described more particularly as follows:

A. Name of structure: Posy Pump and Pipeline

(1) Legal description and point of diversion: A Surface water diversion source located in Government Lot 17 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 57°02'42" West a distance of 3799.13 feet. This structure can also be approximately plotted as being 2290 feet from the East section line and 2300 feet from the South section line.

(2) Source: Roaring Fork River

(3) Date of initiation of appropriation: May 2, 1997.

How appropriation was initiated: Field location and formation of intent to place water to beneficial use.

Date water applied to beneficial use: N/A

(4) Amount claimed: 7.5 cfs, conditional

(5) Use or proposed use:

If irrigation, complete the following:

(a) Number of acres historically irrigated: N/A

(b) Total number of acres proposed to be irrigated: up to 201.3 acres total in conjunction with the Robertson Ditch, Rose Enlargement.

(c) Legal description of the land irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.

If non irrigation, describe purpose fully: The above referenced water right will be used for domestic, storage, commercial for a golf course and related facilities, fire protection uses and to serve as a potable water supply system for a golf course/residential development of up to 550 EQR's.¹ See water demands in Table 1.

¹

It is assumed that each EQR consists of 3.0 people, each using 100 gallons of water per day.

- (6) Remarks: No more than a total of 7.5 cfs will be diverted under the Posy Pump and Pipeline and the Robertson Ditch, Rose Enlargement at any given time.

B. Name of structure: Robertson Ditch, Rose Enlargement.

- (1) Legal description of point of diversion: Located on the Westerly bank of the Roaring Fork River at a point whence the SE corner of Sec. 12, T. 7 S., R. 89 W. 6th P.M. bears N. 27°56' W. 2788.14 feet. (The Robertson Ditch, Rose Enlargement has the same point of diversion as the Robertson Ditch.)

- (2) Source: Roaring Fork River.

- (3) Date of initiation of appropriation: October 9, 1997

How appropriation was initiated: Field location and formation of intent to place water to beneficial use.

Date water applied to beneficial use: N/A

- (4) Amount claimed: 7.5 cfs, conditional.

- (5) Use or proposed use:

If irrigation, complete the following:

- (a) Number of acres historically irrigated: N/A.
- (b) Total number of acres proposed to be irrigated: up to 201.3 acres total in conjunction with the Posy Pump and Pipeline.
- (c) Legal description of the land to be irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.

If non irrigation, describe purpose fully: The above referenced water right will be used for domestic, storage, commercial for a golf course and related facilities, fire protection uses and to serve as a potable water supply system for a golf course/residential development of up to 550 EQR's. See water demands in Table 1.

(6) Remarks: No more than a total of 7.5 cfs will be diverted under the Posy Pump and Pipeline and the Robertson Ditch, Rose Enlargement at any given time.

6. Claim for Storage Water Rights. Applicant claims storage water rights, described more particularly as follows:

A.

Name of Structure	Legal Description	Amount Claimed (cfs)	Amount Stored (cfs)	Diversion Storage (cfs)	Surface Area (ac)	Pond Depth (ft)
<u>Rose Ranch Pond No. 1</u>	A pond located in Government Lot 12 of Sec. 12, T. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 57°50'05" W. a distance of 4300 feet.	4.3 cond.	4.3	0.0	0.74	10
<u>Rose Ranch Pond No. 2</u>	A pond located in Government Lot 9 of Sec. 12, T. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 63°26'55" W. a distance of 4200 feet.	5.7 cond.	5.7	0.0	1.08	10
<u>Rose Ranch Pond No. 3</u>	A pond located in Government Lot 13 of Sec. 12, T. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 50°20'31" W. a distance of 3514.63 feet.	3.7 cond.	3.7	0.0	0.64	10
<u>Rose Ranch Pond No. 4</u>	A pond located in Government Lot 8 of Sec. 12, T. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 57°07'12" W. a distance of 3428.10 feet.	3.3 cond.	3.3	0.0	0.77	10
<u>Rose Ranch Pond No. 5</u>	A pond located in Government Lot 28 of Sec. 1, R. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 35°07'39" W. a distance of 4526.54 feet.	2.7 cond.	2.7	0.0	0.5	8
<u>Rose Ranch Pond No. 6</u>	A pond located in Government Lot 23 of Sec. 1, T. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 43°15'21" W. a distance of 3750.39 feet.	4.0 cond.	4.0	0.0	1.3	10

Name of Structure	Legal Description	Amount Claimed (AG)	Active Storage (AS)	Dead Storage (AD)	Storage (AS+AD)	Pond Depth (D)
<u>Rose Ranch Pond No. 7</u>	A pond located in Government Lot 11 of Sec. 1, T. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 55°59'36" W. a distance of 2472.83 feet.	5.5 cond.	5.5	0.0	1.79	10
<u>Rose Ranch Pond No. 8</u>	A pond located in Government Lot 12 of Sec. 1, T. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 31°32'28" W. a distance of 1801.70 feet.	12.5 cond.	12.5	0.0	2.51	10
<u>Rose Ranch Pond No. 9</u>	A pond located in the NW1/4 of the NW1/4, Sec. 12, T. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 22°59'19" W. a distance of 1075.41 feet.	4.0 cond.	4.0	0.0	1.3	10
<u>Rose Ranch Pond No. 10</u>	A pond located in Government Lot 16 of Sec. 12, T. 7 S., R. 89 W., 6 th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 46°00'00" W. a distance of 4500.00 feet.	1.0 cond.	1.0	0.0	0.15	8
<u>O'Neill Reservoir, First Enlargement</u>	A pond located in Sec. 12 T. 7 S., R. 89 W., 6 th P.M. at a point 1600 feet from the E. Sec. line and 2100 feet from the S. Section line of said Sec. 12.	21.0 cond.	21	0.0	4.2	10
<u>Total</u>		67.7 cond.	67.7	0.0	15.0	

B. All ponds are off-channel reservoirs which will be filled and re-filled from either the Posy Pump and Pipeline or Robertson Ditch, Rose Enlargement all as more particularly described herein. Ponds will only be filled and re-filled when in priority.

Rate of diversion for filling all ponds: up to 7.5 cfs, conditional.

C. Source: Roaring Fork River.

D. Date of appropriation for all ponds: October 2, 1997.

How appropriation was initiated: Field location of pond sites and formation of intent to appropriate water to beneficial use.

Date water applied to beneficial use: N/A

E. Use:

(1) If irrigation, complete the following: N/A

(2) If non irrigation, describe purpose fully: The above-referenced ponds will be used for fire protection, aesthetic, recreation, and augmentation.

F. Remarks:

Applicant claims total storage rights of 67.7 acre feet, with a total surface area of 15.0 acres. Applicant anticipates modifying its decree at a later date to reflect the "as-built" pond locations and capacities. If any of the Ponds, as constructed, intercept groundwater, either the ponds will be lined or the above described storage rights will be vacated and Applicant will obtain well permits for and augment those ponds. The storage water rights claimed above are limited to providing augmentation water for Case No. 97CW236, Water Division No. 5.

7. Claim for Change of Water Rights. Applicant claims a change of water right, described more particularly as follows:

A. Decreed name of structures for which change is sought: Robertson Ditch.

B. From previous decree:

(1) Robertson Ditch

Name of Structure	Date Entered	Case Number	Amount	Amount Granted by App.	Amount Changed and Decreed in this Plan	Appropriation DEC.	Priority Number
Robertson Ditch	5/11/1889	CA-132	4.0 cfs.	2.72 cfs	1.52 cfs	2/11/1883	52
Robertson Ditch	5/11/1889	CA-132	3.5 cfs.	2.38 cfs	1.33 cfs	4/01/1885	112

Name of Structure	Date Entered	Case Number	Amount	Amount Owned by App	Amount Changed and Dedicated to Aug Plan	Approval Date	Approval Number
Robertson Ditch	10/24/1952	CA-4033	9.0 cfs.	3.75 cfs	2.0 cfs	4/02/1950	595
TOTAL			16.5 cfs	8.85 cfs	4.85 cfs		

- (2) Court: District Court
- (3) Type of Water Right: Surface
- (4) Legal description of point of diversion: Located on the Westerly bank of the Roaring Fork River at a point whence the SE corner of Sec. 12, T. 7 S., R. 89 W. 6th P.M. bears N. 27°56' W. 2788.14 feet.
- (5) Source: Roaring Fork River
- (6) Decreed use: Irrigation
- (7) Historic use: The 4.85 c.f.s. of the Robertson Ditch that Applicant seeks to change and dedicate to the augmentation plan described in paragraph 8 below has historically been used to irrigate 97.8 acres of land on the Rose Ranch Property. These lands are located in parts of Sections 1 and 12, Township 7 South, Range 89 West, 6th P.M. as shown on the map attached hereto as Exhibit A. The historic consumption from these rights was estimated to be 198.9 acre feet for the Rose Ranch Property using a unit demand of 2.03 acre-feet per acre distributed over the period of May through October (hereinafter referred to as the "Irrigation Season").

C. Proposed change: In addition to the irrigation uses already decreed to the Robertson Ditch, Applicant seeks to change the use to augmentation. The ownership of the Robertson Ditch has been memorialized in a Ditch Operating Agreement between Applicant and Objectors, Westbank Ranch Homeowners Association, Westbank Mesa Homeowners Association and the Brannan Family Trust. Said Agreement has been recorded at Reception No. 536764 at the Garfield County Clerk and Recorder's Office.

8. Claim for Approval of Plan for Augmentation. Applicant claims approval of a plan for augmentation, described more particularly as follows:

- A. Names of structures to be augmented: Posy Pump and Pipeline, Robertson Ditch, Rose Enlargement, Rose Ranch Pond Nos. 1-10, and O'Neill Reservoir, First Enlargement, all as described herein.

Are there other water rights diverted from these structures:

- (1) Posy Pump and Pipeline: No.
- (2) Robertson Ditch, Rose Enlargement: Yes, this water right has the same point of diversion as Robertson Ditch.
- (3) Rose Ranch Pond Nos. 1-10: No.
- (4) O'Neill Reservoir, First Enlargement: Yes, this water right is an enlargement of the O'Neill Reservoir.

B. Previous decrees for water rights to be used for augmentation:

- (1) Robertson Ditch: As described above.
- (2) Ruedi Reservoir:
 - (a) Ruedi Reservoir was originally decreed for 140,697.3 af in CA-4613, Garfield County District Court on June 20, 1958, with an appropriation date of July 29, 1957, for hydroelectric power generation, irrigation, municipal, domestic, industrial, piscatorial, and stock watering uses. Subsequently, in Case No. W789-76, Water Division No. 5, the amount of water decreed to Ruedi Reservoir was reduced from 140,697.3 af to 101,369 af.
 - (b) Legal description: Located in parts of Section 7, 8, 9, 11, 14, 15, 16, 17 and 18, Township 8 South, Range 84 West of the 6th P.M. in Pitkin and Eagle Counties.
 - (c) Ruedi Reservoir has historically been used for hydroelectric power generation, augmentation, irrigation, municipal, domestic, industrial, piscatorial, and stock watering uses. (Historic use for other Rights)
 - (d) Applicant has a contract with the West Divide Water Conservancy District for 51.0 acre feet of Augmentation water from Ruedi Reservoir.
- (3) Green Mountain Reservoir:
 - (a) Date entered: October 12, 1955
 - (b) Case No. (2782, 5016 and 5017)
 - (c) Court: United States District Court for the District of Colorado
 - (d) Type of water right: Storage
 - (e) Legal description of point(s) of diversion or place of storage: Green Mountain Reservoir on the Blue River, a tributary of the Colorado

River is located in all or parts of Sections 11, 12, 13, 14, 15 and 24, Township 2 South, Range 80 West, and Sections 17, 18, 19, 20, 21, 28, 29, 33 and 34, Township 2 South, Range 79 West at the 6th P.M., Summit County. Station 0 + 00 on the dam axis bears South 36°31' 45" West a distance of 11,165 feet from the SW Corner of Section 1, Township 2 South, Range 80 West at the 6th P.M., thence the axis bears North 21° 00' 00" East.

- (f) Source: Blue River and all tributaries of the Blue River upstream from the dam and Elliott Creek by means of its diversion canal, all of which are within the Colorado River Basin.
 - (g) Amount: 154,645 acre feet
 - (h) Appropriation: August 1, 1935
 - (i) Decreed use: Green Mountain reservoir provides storage to supply water for use in accordance with paragraph 5(a), (b) and (c) of the section entitled "Manner of Operation of Project Facilities and Auxiliary Features" in Senate Document 80.
 - (j) Historic use: Green Mountain Reservoir has historically been used to provide replacement water to offset out of priority diversions for domestic and irrigation uses in western Colorado. According to the Operating Policy, in excess of 20,000 acre feet remains available in the reservoir for sale under the Bureau of Reclamation's Green Mountain Reservoir water marketing program.
- (4) Welford Mountain Reservoir:
- (a) Date entered: November 20, 1989
 - (b) Case Nos.: 87CW283, 95CW251
 - (c) Court: District Court, Water Division No. 5, Colorado
 - (d) Type of water right: Storage
 - (e) Legal description: The dam is located in the SW1/4 of the NE1/4, Section 25, Township 2 North, Range 81 West of the 6th P.M.
 - (f) Source: Muddy Creek and its tributaries, all tributary to the Colorado River.
 - (g) Amount: 59,993 acre feet
 - (h) Appropriation date: December 14, 1987
 - (i) Decreed uses: All uses including but not limited to domestic, municipal, agricultural, and recreational uses.
 - (j) Historic use: 32,986 acre feet of the Welford Mountain Reservoir have been used for recreational and piscatorial purposes.

- (5) Rose Ranch Pond Nos. 1-10 and O'Neill Reservoir, First Enlargement: As described above.

C. Statement of Plan for Augmentation: Applicant contemplates a residential development of up to 550 EQR's, including a club house, and several ponds. Domestic/municipal water service is contemplated to be from one or more surface diversions. The Applicant's development is located within the West Divide Water Conservancy District and Applicant has obtained a Water Allotment Contract from said District for 51.0 acre feet of augmentation water. If Applicant's West Divide contract becomes unreliable, Applicant will either: 1) obtain a Green Mountain Reservoir Water Allotment Contract from the Bureau of Reclamation; 2) obtain a Wolford Mountain Reservoir Water Allotment Contract from the Colorado River Water Conservation District; or 3) make releases from the Rose Ranch Pond Nos. 1-10 and O'Neill Reservoir, First Enlargement as described above.

During the "Non-Irrigation Season" (defined as November through April), out of priority depletions resulting from the exercise of the water rights described in paragraphs 5 and 6 above, will be augmented by releases from either Ruedi Reservoir, Green Mountain Reservoir (under a claim for exchange), Wolford Mountain Reservoir (under a claim for exchange), or Applicant's on-site ponds, under the direction of the Division Engineer. During the Irrigation Season, these depletions will be augmented by the permanent dry up of land historically irrigated by Applicant's interest in the Robertson Ditch.

Applicant claims a conditional right of exchange for 7.5 cfs, for up to 51.0 acre feet annually, with an appropriation date of October 31, 1997. The reach of the exchange is from the confluence of the Colorado and Roaring Fork Rivers to the Applicant's points of diversion as described above.

WATER DEMANDS

The water supply for the development will vary by demand type. Irrigation water will be required for the golf course and lawn areas. Potable water supplies will be required for consumable "in-house" uses. Replacement supplies will be needed to offset pond evaporation for the water features. The physical supply for these demands is proposed to be provided by two delivery systems. The first is an independent potable water system for in-house uses, and the second is a separate raw water system for irrigation and pond evaporation.

Potable Water Demands - In House

Total in-house water demand for 550 EQR's (15 of which are associated with the golf course club house) is equal to 184.8 acre-feet per year. In-house use water consumption was assumed to be 5% of diversions resulting in a depletion to the stream of 9.2 acre-feet per year. This amount also represents the amount of water that would be contributed to wastewater flows. Wastewater will be collected and treated by a central wastewater system.

Potable Water Demands - Outside

Applicant has included an allotment for minimal outside uses (car washing, landscaping, etc.) for each EQR from the potable water system. It is estimated that these uses would be equivalent to the irrigation demands of 500 ft² per EQR for a total area of 6.3 acres. The diversion requirement is estimated to be 19.2 acre-feet per year. Using a crop consumption demand of 2.13 acre-feet per acre the consumption to the stream would be 13.4 acre-feet per year.

Raw Water Demands - Irrigation

It is estimated that 58 acres of lawns and gardens will require irrigation. An additional 7 acres of irrigated areas were included as a contingency to provide for park, playgrounds, garden areas, and landscaped green belt areas within the development. The total irrigated area from the raw water system, other than the golf course is 65 acres. With a demand of 2.13 acre-feet per acre, the annual consumption is 138.3 acre-feet with a diversion requirement of 197.6 acre feet.

Golf Course Irrigation

It is estimated that 130 acres of irrigated area will be utilized for an 18 hole golf course, practice facilities, clubhouse, and related golf course facilities. Golf course consumptive use is estimated to be 2.29 acre-feet/acre. The consumptive demands for the golf course totals 297.6 acre-feet per year, with an annual diversion requirement of 425.2 acre feet.

Pond Evaporation

The ponds described in paragraph 6 above will be utilized as aesthetic features for the golf course and to provide a backup source of augmentation water. It is estimated the total pond surface area to be 15.0 acres. The unit evaporation demand is

estimated to be 2.57 acre-feet per acre. The evaporation demand is estimated to be 38.5 acre-feet per year.

Total Demands

Monthly demands associated with the above uses are summarized in the attached Table 1. As summarized in Column (6) of Table 1, annual diversion requirements for the entire development total 865.2 acre-feet per year. Annual depletions total 497.1 acre feet per year.

OPERATION OF PLAN FOR AUGMENTATION

The physical water supply to serve the potable water demands of the development and to fill Rose Ranch Pond Nos. 1-10 and O'Neill Reservoir First Enlargement will be provided by diversions from the Roaring Fork River through the Posy Pump and Pipeline and/or the Robertson Ditch, Rose Enlargement. These diversions are limited to a combined maximum rate of 7.5 c.f.s at any given time. The irrigation demands of the development will be provided by diversions from the Roaring Fork River through the Robertson Ditch under Applicant's existing Robertson Ditch and Glenwood Ditch water rights.

Depletions associated with diversions at the Posy Pump and Pipeline and/or Robertson Ditch, Rose Enlargement will be augmented during the Irrigation Season using consumptive use credits derived from the permanent dry-up of approximately 24.6 acres historically irrigated by Applicant's share of the Robertson Ditch Priority Nos. 52, 112 and 595. These depletions will be augmented during the Non-Irrigation Season using: (A) water stored in Rose Ranch Pond Nos. 1 through 10 and O'Neill Reservoir First Enlargement; (B) water stored in Ruedi Reservoir pursuant to Applicant's contract with the West Divide Water Conservancy District; (C) water stored in Green Mountain Reservoir; and/or (D) water stored in Wolford Mountain reservoir. Applicant will replace all out-of-priority depletions at such times and at such locations and in the amounts necessary to fully augment such depletions.

The attached Table 3 presents the estimated water requirements and augmentation sources for the proposed development of up to 550 EQR's. Total consumptive use demands total 496.9 acre feet per year, while total replacement credits are 593.3 acre feet per year, resulting in excess consumptive use credits of 96.4 acre feet per year. Applicant is dedicating an additional 20 acre feet of water to this augmentation plan for the months of July and August. Total excess consumptive use credits equal 76.4 acre feet per year.

DEDICATION OF CONSUMPTIVE USE CREDITS

Consumptive Use Credits

Applicant's interest in the Robertson Ditch has historically been used for the irrigation of 97.8 acres located on the Rose Ranch Property and 32.6 acres located on the Westbank Golf Course. Under this augmentation plan, Applicant will continue to irrigate the 32.6 acres on the Westbank Golf Course and 73.2 acres on the Rose Ranch Property. Approximately 24.6 acres of land on the Rose Ranch Property that were historically by Applicant's interest in Robertson Ditch Priority Nos. 52, 112 and 595 will be permanently removed from irrigation and the consumptive use associated therewith will be bypassed at the headgate of the Robertson Ditch and dedicated to offset Irrigation Season depletions to the Roaring Fork River resulting from the exercise of the water rights described in paragraphs 5 and 6 above. Land irrigated within the development in excess of the 73.2 acres identified above will be irrigated using Applicant's Glenwood Ditch water rights which were transferred to the headgate of the Robertson Ditch in Case No. 96CW319, Water Division No. 5.²

During the Non-Irrigation Season, all depletions will be offset by releases of water from either Ruedi Reservoir, Rose Ranch Pond Nos. 1 through 10 and O'Neill Reservoir First Enlargement, Green Mountain Reservoir and/or Wolford Mountain Reservoir.³

Dry-Up and Excess Consumptive Use Credits

Total irrigated acreage for Applicant's residential/golf course development is 201.3 acres. Applicant's interest in the Robertson Ditch historically irrigated 130.4 acres, including 32.6 acres on the existing Westbank Golf Course and 97.8 acres located on the Rose Ranch Property. Construction of ponds, new roads, driveways and houses will occur on lands previously irrigated by Applicant's interest in the Robertson Ditch. Such construction will result in the permanent dry-up of approximately 24.6 acres. Assuming a crop consumption demand of 2.03 acre-feet per acre, this dry-up will yield consumptive use credits of 50 acre feet, which will be dedicated to offset

² Residential and park irrigation water (Column 3, Table 3) may be supplied through either the potable system or raw water irrigation system.

³ Applicant has obtained a water allotment contract for 51.0 acre feet of water from the West Divide Water Conservancy District.

Irrigation Season depletions associated with the exercise of the water rights described in paragraphs 5 and 6 above.⁴ Thus, of the 201.3 acres within the development, 105.8 acres (73.2 acres located on the Rose Ranch Property and 32.6 acres located on the Westbank Golf Course) will be irrigated with Applicant's remaining interest in the Robertson Ditch Priority Nos. 52, 112 and 595.⁵ The balance of 95.5 acres to be irrigated within the development will be irrigated using Applicant's water rights (6.3 acres from the Robertson Ditch and 89.2 acres from the Glenwood Ditch). According to the consumptive use value determined in Case No. 96CW319, this will leave unused a total of 76.4 acre feet of consumptive use associated with Applicant's Glenwood Ditch rights.

Delayed Impacts

Delayed impacts are insignificant due to the project's close proximity to the Roaring Fork River and types of water use. However, to ensure there is no expansion of use, and to protect other water rights from any change in the historic pattern of return flows, an additional 10.0 acre feet of water per month from Applicant's Glenwood Ditch water rights will be dedicated to the stream system during the months of July and August at a rate of .32 cfs in July and .43 cfs in August. See column 12 of Table 3. According to the consumptive use value determined in Case No. 96CW319, this will result in the dry-up of 21.3 acres of land in July and the dry-up of 28.63 acres of land in August, which could otherwise be irrigated by Applicant's Glenwood Ditch water rights.

COMMENTS

The exact configuration of the subject residential and golf course development is uncertain at this time and may ultimately provide for less than 550 EQR's. Applicant reserves the right to claim consumptive use associated with its Glenwood Ditch water rights to the extent those rights are not required by the development ultimately approved by Garfield County, and to use such excess consumptive use within the

⁴ The 50 acre feet of consumptive use credit is equivalent to 1.21 cfs of the 4.85 cfs of Robertson Ditch water referenced in paragraph 7.B.(1). This 1.21 cfs of Robertson Ditch water will be bypassed and the remaining 3.64 cfs will continue to be used for the irrigation of 73.2 acres on the Rose Ranch Property.

⁵ Applicant owns the right to 8.85 cfs in the Robertson Ditch. By this decree, 4.85 cfs of Applicant's Robertson Ditch rights is being changed and dedicated to Applicant's residential/golf course development for augmentation purposes and will also continue to be used for irrigation. 2.5 cfs of Applicant's remaining 4.0 cfs in the Robertson Ditch is currently being used and will continue to be used under this decree for the irrigation of the Westbank Golf Course.

development contemplated herein for irrigation purposes only. Any use of said excess consumptive use beyond this development will require the filing of an application for change of water right, at which time the historical consumptive use associated therewith may be requantified.

9. Stipulations:

- A. Pursuant to the Stipulation between the Applicant and the City of Colorado Springs, if Applicant obtains a water allotment contract from the Bureau of Reclamation for Green Mountain Water, Applicant agrees to the following:

The Green Mountain Reservoir water utilized in connection with the subject plan shall be stored in Green Mountain Reservoir under the priority awarded to the United States of America for said reservoir. However, Applicant agrees that the exchange to be decreed in the above referenced case shall not be administered under the priority date awarded the United States of America for Green Mountain Reservoir, but shall be administered as a decree entered with a filing date of 1997.

Before implementation of the subject plan, Applicant shall have a final, fully executed agreement with the Bureau of Reclamation for use of Green Mountain Reservoir water.

Applicant acknowledges that its right to utilize Green Mountain Reservoir water as a source of exchange water for the rights sought herein is dependent upon the terms of any agreement with the Bureau of Reclamation and the physical availability of such water for Applicant's benefit. Applicant agrees that to the extent the exercise of the rights sought herein depend upon Green Mountain Reservoir as a source of augmentation and exchange water, such rights shall not be exercised should Green Mountain Reservoir water no longer be available for Applicant's use.

Pursuant to the 1955 Blue River Stipulation, Colorado Springs' right to divert certain of its Blue River Water is subject to the determination by the Secretary of the Interior that Green Mountain Reservoir will fill. Colorado Springs is concerned that Applicant's exchange of releases from Green Mountain Reservoir may cause the Secretary of the Interior to delay or withhold that determination unless the Secretary, in making that "paper fill calculation" agrees to allow an appropriate credit against the amount required to fill Green Mountain Reservoir for releases that are exchanged for use above Green Mountain Reservoir. Colorado Springs has requested the Bureau of Reclamation to credit such exchanges against the amount required to fill Green Mountain, but no commitment has been made. Therefore, in addition to the period of retained jurisdiction otherwise provided in the decree, Applicant and

Colorado Springs agree that the Court shall retain jurisdiction for a period of five (5) years from the date of entry of the decree in the above-captioned case for the purpose of considering whether or not additional terms or conditions must be imposed to prevent injury, if any, to Colorado Springs Blue River Rights (a) if the Secretary of the Interior does not credit the amount of water exchanged from Green Mountain Reservoir for Applicant's use for the fill of Green Mountain Reservoir pursuant to the fill calculation required by the 1955 Blue River Stipulation in Case Nos. 2782, 5016 and 5017, U.S. District Court for the District of Colorado, or (b) otherwise does not account for the subject exchange in a manner which will prevent injury to the Springs Blue River Rights. Only Colorado Springs shall have the right to reopen the decree pursuant to this provision for retained jurisdiction. Said reopening shall only be for the limited purposes set forth herein.

- B. Pursuant to the Stipulation between the Applicant and the Westbank Ranch Homeowner's Association, Westbank Mesa Homeowner's Association, and the Brannan Family Trust, Applicant agrees to the following:

None of the storage water rights claimed herein shall be located in the channel of the Robertson Ditch. Further, to the extent that the Robertson Ditch may be used to carry augmentation releases, that augmentation water shall be returned to the Roaring Fork River before the Robertson Ditch crosses County Road 109.

- C. Applicant expressly acknowledges that the Wolford Mountain Reservoir Project and its water rights are owned and operated by the Colorado River Water Conservation District and that any use of Wolford Mountain Reservoir water supplied by the Colorado River Water Conservation District shall be contingent upon the existence of a contract between the Applicant and the Colorado River Water Conservation District made pursuant to the District's policies and procedures.
- D. Pursuant to the Stipulation between Applicant and the Twin Lakes Reservoir and Canal Company, historical return flows will be replaced in timing and amount and the water rights granted to Applicant in the within case will not cause a call to be imposed upon the Independence Pass Transmountain Diversion System earlier than has historically occurred.

10. Applicant expressly deletes its claims for underground water rights and hereby drops from its original Application, its claims for the Rose Well 1, Lilac Well 2, Columbine Well 3, Orchid Well 4, Tulip Well 5, Daisy Well 6, Lily Well 7 and Carnation Well 8. Applicant also expressly deletes its claim for the Columbine Pump and Pipeline.

RULING OF REFEREE AND DECREE OF COURT

The Referee has examined the information submitted by the Applicant and has become advised with respect to the subject matter of the Application.

He rules as follows:

11. The foregoing Findings are incorporated herein and made part of the Ruling of the Referee.
12. The surface water rights, storage water rights, change of water rights and approval of plan for augmentation proposed by Applicant are such as are contemplated by law. If implemented and administered in accordance with this decree, the surface water rights, storage water rights, change of water rights and approval of plan for augmentation described herein will provide water to Applicant's development without adversely affecting the owners or users of vested water rights or decreed conditional water rights. The changes of water rights and plan for augmentation described herein may be lawfully decreed by this Court.
13. The Referee rules that the surface water rights, storage water rights, change of water rights and plan for augmentation described herein are approved.
14. In conformance with Colo. Rev. Stat. §37-92-305(8), the State Engineer shall curtail all of Applicant's out of priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights. Further, the Applicant and its assigns understand that the lease supply is only for a period of 25 years and if such lease should expire, fail to be renewed, is terminated, or an alternative source of replacement water is not included in this decree by proper amendment prior to such expiration, curtailment of all out-of-priority diversions will occur.
15. Applicant will at all times have adequate water in storage and/or available under contract to cover all out-of-priority depletions associated with the current level of buildout.
16. Applicant shall install measuring devices, provide accounting, and supply calculations regarding the timing of depletions as required by the Division Engineer for the operation of this plan. The Applicant shall also file an annual report with the Division Engineer by November 15th of each year summarizing diversions and replacements made under this plan. Applicant shall maintain monthly accounting reports in a form similar to those attached, which shall be made available to the Division Engineer. Applicant will also provide the Division Engineer's Office with a map identifying lands to be dried up.
17. No decree shall be entered making the subject conditional water rights absolute for municipal purposes until such time as these rights have been exercised by a municipal or quasi-

municipal entity. The Applicant intends that the Roaring Fork Water and Sanitation District will oversee the subject water rights and augmentation plan and supply water to the development described herein. In the event this does not occur, the decree for new conditional water rights should not be entered for municipal use. If Applicant has not secured the creation of a quasi-municipal entity or municipal entity and transferred the subject conditional water rights to such an entity at the end of the first diligence period, the decreed use of "municipal use" shall not be awarded and shall be canceled. In the event that a municipal or quasi-municipal entity is not created to exercise the subject water rights, a homeowners association or other entity acceptable to the State Engineer shall be identified as being responsible for the exercise of the subject water rights and augmentation plan.

18. In consideration of the specific findings and conclusions made herein and in conformance with Colo. Rev. Stat. §37-92-304(6) (1990), as amended, the changes of water rights and approval of the plan for augmentation decreed herein shall be subject to reconsideration by the Water Judge on the question of injury to the vested water rights of others for a period of five (5) calendar years after 75% buildout of the development. If no petition for reconsideration is filed within those five (5) years, retention of jurisdiction for this purpose shall automatically expire.
19. Until the conditional water rights awarded herein are made absolute or otherwise disposed of, Applicant shall file an Application for Finding of Reasonable Diligence in every sixth calendar year after the calendar year in which the conditional rights herein are decreed. Applicant is ordered to file its first Application for Finding of Reasonable Diligence in the month of March in the year 2005.

IT IS ACCORDINGLY ORDERED that this Ruling shall be filed with the Water Clerk subject to judicial review pursuant to Colo. Rev. Stat. §37-92-304.

IT IS FURTHER ORDERED that a copy of the Ruling shall be filed with the State Engineer and Division Engineer for Water Division No. 5.

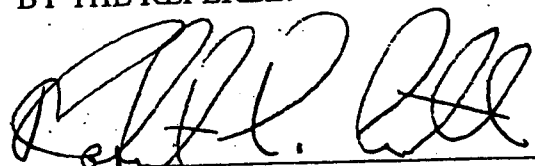
Dated: February 25, 1999

Copy of the foregoing mailed to all
Counsel of record ~~X~~ Water
Referee ~~X~~ Div. Engineer ~~X~~ and
State Engineer ~~X~~ Date 2.25.99
DN

Deputy Clerk, Water Div. No. 6

. Olszweski		. Houpt
. Petre	. Kriz	. Ryman
. Fitzwater		. Waltsak
. White		. Pifher
. Smith		. Davis

BY THE REFEREE:

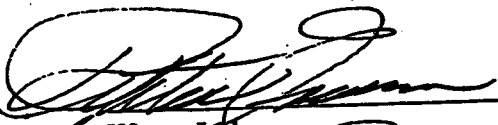


Water Referee, Water Division No. 5

No protest was filed in this matter. The foregoing Ruling of the Referee is confirmed and approved, and is made the Judgment and Decree of this Court.

Dated: March 22nd, 1999

BY THE COURT:



Water Judge

Findings2.24.99.ch.wpd

the foregoing mailed to all
of record, Water
Div. Engineer and
State Engineer Date 3-23-99
DM

City Clerk, Water Div. No. 5

Olszewski
Petre
Kriz
Waltzak
Pifher
Davis
Schenk

Haupt
Ryman
Fitzwater
White
Smith
Fleming

Table 1
Rose Ranch PUD - Water Use

Water Demand Inputs

Potable System		Raw Water System		Irrigated Area Summary	
EQR's	550.0	Residential & Parks	65.0 acres		
# persons/residence	3.0 cap/EQR	Application Efficiency	70%		
# gallons/person/day	100 gpcd	Crop Irriq reqmnt (CIR)	2.13 ft		
Percent Consumed	5%			Potable System "outside"	6.3 Acres
Lawn Irrigation	500 sq-ft/EQR	Golf Course 18 holes, ch, dr	130.00 acres	Residential/Parks Raw	65.0 Acres
Application Efficiency	70%	Application Efficiency	70%	Golf Course Raw Water	130.0 Acres
Crop Irriq reqmnt (CIR)	2.13 ft	Crop Irriq reqmnt (CIR)	2.29 ft	Total	201.3 Acres
		Pond Surface Area	15.00 acres		
		Annual Net Evaporation	2.57 ft		

Water Use Calculations

	Diversion							Consumptive Use						
	(1) Potable System In-house (ac-ft)	(2) Potable System Outside (ac-ft)	(3) Residential Raw Water Irrigation (ac-ft)	(4) Golf Course Irrigation (ac-ft)	(5) Pond Evap. (ac-ft)	(6) Total (ac-ft)	(7) Average Flow (cfs)	(8) Potable System In-house (ac-ft)	(9) Potable System Outside (ac-ft)	(10) Residential Raw Water Irrigation (ac-ft)	(11) Golf Course Irrigation (ac-ft)	(12) Pond Evap. (ac-ft)	(13) Total (ac-ft)	(14) Average Flow (cfs)
Jan	15.7	0.0	0.0	0.0	0.0	15.7	0.3	0.8	0.0	0.0	0.0	0.0	0.8	0.01
Feb	14.2	0.0	0.0	0.0	0.2	14.3	0.3	0.7	0.0	0.0	0.0	0.2	0.9	0.02
March	15.7	0.0	0.0	14.4	1.8	31.9	0.5	0.8	0.0	0.0	10.0	1.8	12.7	0.21
April	15.2	0.8	8.7	16.7	3.8	45.3	0.8	0.8	0.8	6.1	11.7	3.8	22.9	0.39
May	15.7	3.6	36.9	74.3	5.1	135.6	2.2	0.8	2.5	25.8	52.0	5.1	86.3	1.41
June	15.2	4.4	45.7	91.0	7.0	163.4	2.8	0.8	3.1	32.0	63.7	7.0	106.6	1.79
July	15.7	4.3	43.8	87.3	7.2	158.3	2.6	0.8	3.0	30.7	61.1	7.2	102.8	1.67
August	15.7	2.8	28.8	57.6	6.5	111.3	1.8	0.8	2.0	20.2	40.3	6.5	69.7	1.14
Sept	15.2	2.4	24.5	48.3	4.2	94.5	1.6	0.8	1.7	17.1	33.8	4.2	57.5	0.97
Oct	15.7	0.9	9.1	18.6	2.3	46.6	0.8	0.8	0.6	6.4	13.0	2.3	23.1	0.38
Nov	15.2	0.0	0.0	17.1	0.2	32.5	0.5	0.8	0.0	0.0	12.0	0.2	13.0	0.22
Dec	15.7	0.0	0.0	0.0	0.0	15.7	0.3	0.8	0.0	0.0	0.0	0.0	0.8	0.01
Annual	184.8	19.2	197.6	425.2	38.5	865.2	1.2	9.2	13.4	138.3	297.6	38.5	497.1	0.7

Zancanella & Assoc., Inc.
Water Resources Engineers
Glenwood Springs, CO

Table 1A
ROSE RANCH PUD
WATER USE SUMMARY SHEETS
IRRIGATION SEASON (May-October)

MONTH _____ YEAR _____

DIVERSIONS

- (1) Percent of month there is a downstream call senior to 1997 _____ %
 (# days called + days per month) x 100
- (2) Junior Direct Flow Diversions _____ Ac-Ft
 (A) Posy Pump & Pipeline avg _____ cfs _____ Ac-Ft
 (B) Robertson Ditch Rose. Enl. avg _____ cfs _____ Ac-Ft
- (3) (A) Pond diversions avg _____ cfs _____ Ac-Ft
 (B) Total change in storage (positive = filled, negative for releases)
- (4) Irrigation Water Right Diversions _____ Ac-Ft
 (A) Glenwood Ditch Rights avg _____ cfs _____ Ac-Ft
 (B) Robertson Ditch Rights avg _____ cfs _____ Ac-Ft
 (C) Subtotal (A) + (B) avg _____ cfs _____ Ac-Ft

AUGMENTATION REQUIREMENTS

- (5) (A) Total diversions into potable system _____ Ac-Ft
- | Month | May | Jun | Jul | Aug | Sept | Oct |
|--------------------|------|------|------|------|------|------|
| Consumption factor | 0.17 | 0.20 | 0.19 | 0.15 | 0.14 | 0.08 |
- (B) Consumptive potable diversions (5)(A) x above monthly value _____ Ac-Ft
- (6) (A) Total pond surface area not reduced for evaporation _____ Acres
- | Month | May | Jun | Jul | Aug | Sept | Oct |
|-----------------------|------|------|------|------|------|------|
| Unit Evaporation (ft) | 0.34 | 0.47 | 0.48 | 0.43 | 0.28 | 0.16 |
- (B) Pond evaporation make up = (6)(A) x above monthly value _____ Ac-Ft
- (7) Total uses requiring augmentation or to be covered under change of use water rights in the Robertson Ditch [(3)(B) + (5)(B) + (6)(B) + x [(1)+100] _____ Ac-Ft

(8) Change/augmentation credits available from Robertson Ditch

Robertson Ditch Unit Consumptive Use (Feet)	May	Jun	Jul	Aug	Sept	Oct	Total
	38.9	48.2	46.1	30.3	25.8	9.6	198.9
	0.40	0.49	0.47	0.31	0.26	0.10	2.03

- (9) (A) Remaining credits available from Robertson Ditch (8) - (7) _____ Ac-Ft
 (Positive shows surplus credits, negative requires storage releases)
 (B) [9 (A)/2.03] _____ Ac

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T

- (10) (A) Total diversions into Residential Raw Water irrigation System _____ Ac-Ft
- (B) Total (Non-Golf Course) Area irrigated _____ Acres
- (C) Standard golf course irrigated area (fairways, greens,...etc) _____ Acres
- (D) Additional golf course irrigated area (rough areas, open space) _____ Acres
- (E) Total Irrigated Area Subtotal _____ Acres
- (F) Irrigated area exceeding remaining _____ Acres
 - Robertson Ditch water rights [9B+22.4]-156.4
 - (156.4 from other water rights = 134 ac Glenwood Ditch + " 22.4 Robertson Ditch from WBGC; " Historic Irrg area = 32.6 ac, reduced 10.2 ac for ponds in Case No.W-2516)
- (G) Remaining acreage minus Glenwood Ditch acreage 10(F)-134 _____ Acres
- (H) Glenwood Ditch acreage credits remaining to be used (10G) _____ Acres

(11) Augmentation Storage Releases

Source & Amount: _____ Ac-Ft
 Notes:

Source & Amount: _____ Ac-Ft
 Notes:

By _____ Date _____

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Table 1B
ROSE RANCH PUD
WATER USE SUMMARY SHEETS
WINTER SEASON (November-April)

MONTH _____ YEAR _____

DIVERSIONS

(1) Percent of month downstream call senior to 1997 _____ %
 (Divide total # of days called by days per month)

(2) Junior Direct Flow Diversions _____ Ac-Ft
 (A) Posy Pump & Pipeline avg _____ cfs _____ Ac-Ft
 (B) Robertson Ditch Rose Enl. avg _____ cfs _____ Ac-Ft

(3) (A) Pond diversions avg _____ cfs _____ Ac-Ft
 (B) Total change in storage (positive = filled, negative for releases) _____ Ac-Ft

(4) Irrigation diversions outside of historic irrigation season _____ Ac-Ft

AUGMENTATION REQUIREMENTS

(5) (A) Total diversions into potable system _____ Ac-Ft
 (B) Consumptive potable diversions (5)(A) x 0.05 _____ Ac-Ft

(6) (A) Irrigated area during shoulder season _____ Acres

Month	Nov	Dec	Jan	Feb	Mar	Apr
Unit Consumption (ft)	0.10	—	—	—	0.08	0.09

(B) Consumptive Irrigation Use (6)(A) x monthly value in above table _____ Ac-Ft

(7) (A) Total pond surface area not reduced for evaporation _____ Acres

Month	Nov	Dec	Jan	Feb	Mar	Apr
Unit Evaporation (ft)	0.02	0.0	0.0	0.01	0.12	0.25

(B) Pond evaporation make up = (7)(A) x above monthly value _____ Ac-Ft

(8) Total consumptive uses (3)(B) + (5)(B) + (6)(B) + (7)(B) _____ Ac-Ft

(9) Consumptive uses requiring augmentation (8) x (1)+100 _____ Ac-Ft

(10) Augmentation Storage Release _____ Ac-Ft

Source & Amount: _____
 Notes:

Source & Amount: _____
 Notes:

By _____ Date _____

SHEET NO. 1

Direct Flow Diversions Annual Summary

YEAR: _____

ROSE RANCH WATER USE ACCOUNTING SHEET

Water Right Diversions	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEPT		OCT		NOV		DEC		TOT		
	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	(cfs)	(ac-ft)	
Robertson Ditch Irrg rights																											
Glenwood Ditch																											
Robertson Ditch to Domestic																											
Robertson Ditch to Storage																											
Robertson Ditch to Augment.																											
Robertson Ditch Change Subtotal																											
Posy Pump & Pipeline to Dom																											
Posy Pump & Pipeline to Irrg.																											
Posy Pump & Pipeline to Storg.																											
Posy Pump & PL Subtotal																											
Robertson Ditch Rose Enl to Dom																											
Robertson Ditch Rose Enl to Irrg.																											
Robertson Ditch Rose Enl to Storg.																											
Robertson Ditch Rose Enl Subtotal																											
Total																											
Place of Use Diversions																											
Metered Potable System																											
Metered Golf Course Irrg.																											
Total to storage																											
Metered Residential Irrg.																											
Total																											

Notes Legend: Place of Use; RI=Residential Irrigation, GCI=Golf Course Irrigation, PS=Potable System, STG=To Storage.
 Water Rights; RD=Robertson Ditch, GD=Glenwood Ditch, PPL=Posy Pump & Pipeline, RDR=Robertson Ditch Rose Enlg. Pump & Pipeline.

ROSE RANCH WATER USE ACCOUNTING SHEET POSY PUMP AND PIPELINE

INPUT		OUTPUT			Type of Use						Notes; Division of use, comments, etc..	
Date	Meter Reading (x 1000 gals)	Days from last reading	Avg Flow during Period			Dom		Irrg		Storage		
			(gpd)	(gpm)	(cfs)	%	cfs	%	cfs	%		cfs
1/01/98	523	—	—	—	—							
02/03/98	7,458	33	210,152	146	0.33	70.0%	0.228	20.0%	0.065	10.0%	0.033	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	
							0.000		0.000		0.000	

**ROSE RANCH WATER USE ACCOUNTING SHEET
ROBERTSON DITCH - DAILY DIVERSION SUMMARY**

DATE (mm/dd/yy)	FLUME DEPTH (ft)	FLOW (cfs)	ROSE RANCH FLOW (cfs)	Rose Ranch PUD Flow split by Water Rights				WATER RIGHT CALL DATA Water right name and priority from Water Commissioner	NOTES & COMMENTS:
				Robertson Ditch Irrigation Rights (cfs)	Robertson Ditch Irrigation/Change of Use and Augmentation (cfs)	Glenwood Ditch Irrigation Rights (cfs)	Storage Fill Rights (cfs)		

* Requires bypass at Robertson Ditch headgate when used for augmentation purposes

Water Rights at the Robertson Ditch Structure

	Total Amount (cfs)	PUD Amount (cfs)
Robertson Ditch sr right	16.5	6.65
Glenwood Ditch	2.0	2.0
Rose Pond fill jr. rights	7.5	7.5
Total	26.0	18.35

Rose Ranch Summary of Rights at the Robertson Ditch Headgate	PUD mount (cfs)	Adjuden Date	Appropn Date	Decree
Glenwood Ditch Rights 2.0 cfs	1.28	12/05/1908	11/18/1900	98CW319,1338
	0.72	08/25/1938	11/18/1901	98CW319,1338
Robertson Ditch - Irrigation 4.0 cfs	1.2	05/11/1889	02/11/1883	132
	1.05	05/11/1889	04/01/1885	132
	1.75	10/24/1952	04/02/1950	132
Robertson Ditch - Irrig/other/Aug 4.85 cfs	1.52	05/11/1889	02/11/1883	97CW236,132
	1.33	05/11/1889	04/01/1885	97CW236,132
	2	10/24/1952	04/02/1950	97CW236,1033
Robertson Ditch Rose Entl	7.5	1/31/1997	10/9/1997	97CW236
Total	18.35			



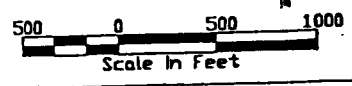
 Historically Irrigated Area 97.8 ac.


HWY 82

Roaring Fork River

Robertson Ditch

SCS photo 1988



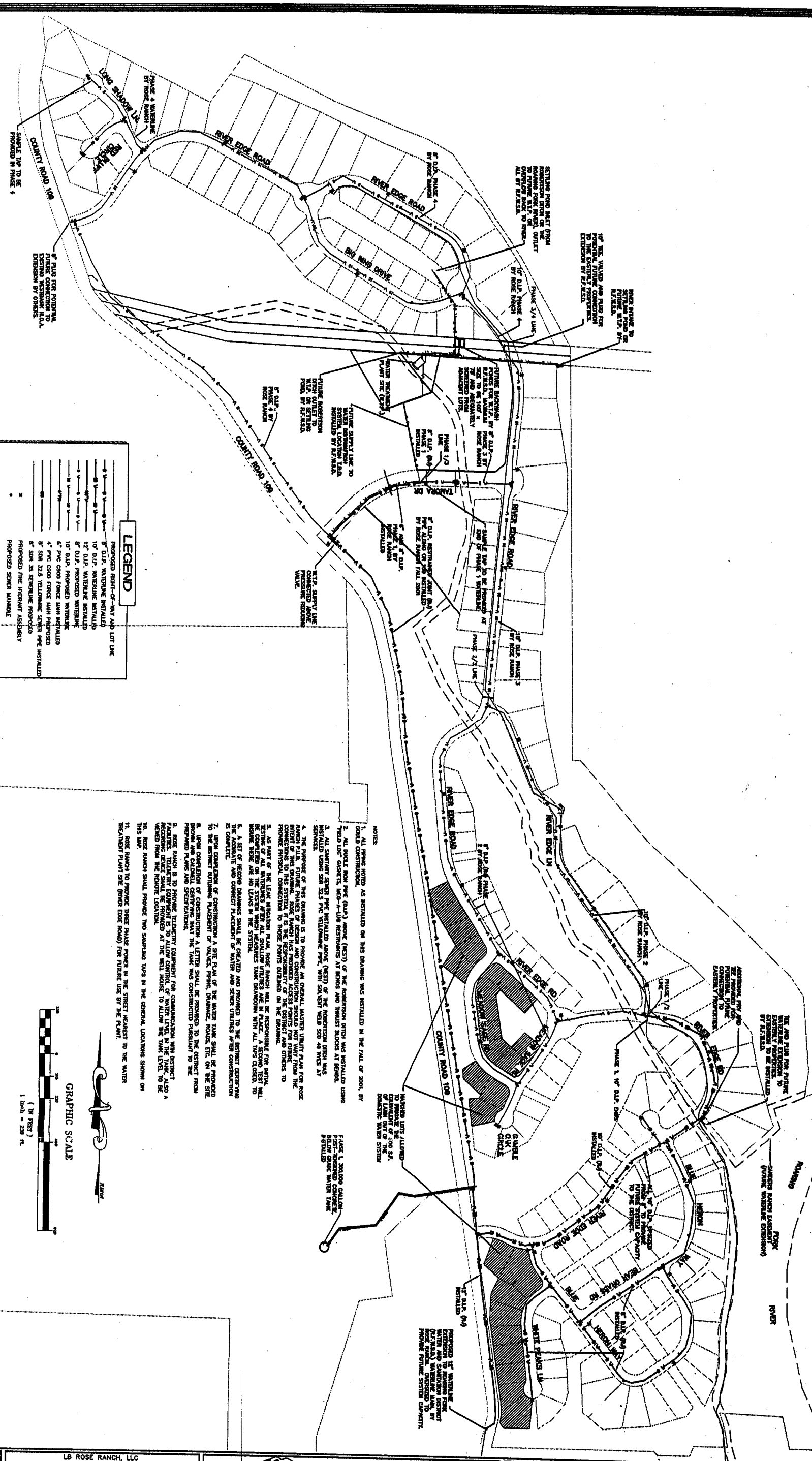
Robertson Ditch Historically Irrigated Area		Rose Ranch		FIGURE NO. 2
SCALE: 1" = 1000'	DATE: July 14, 1997	SHEET 1 OF 1		PROJECT: 97409
DRAWN BY: CM	CHKD BY: TAZ	APPD BY: CM	PLAN NO. <small>wooden\17409\year1.dwg</small>	
 ZANCANELLA AND ASSOCIATES, INC. ENGINEERING CONSULTANTS POST OFFICE BOX 1808 - 1005 COOPER AVENUE BLENWOOD SPRINGS, COLORADO 81602 (303) 848-5700				

**Table 3
Rose Ranch Consumptive Use Summary**

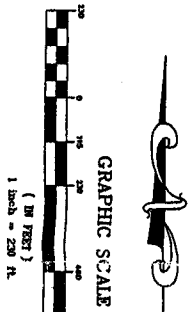
Consumptive Demands Ac-Ft						Replacement Credits In Ac-Ft					Excess Credits					
Potable System			Raw Water System			Demand Total	Rose Ranch in Robertson Ditch	WBGC in Robertson Ditch	Glenwood Ditch	WDWCD	Supply Total	Aug. Neg. water to be released to river	Supply vs. Demand Excess	Robertson Ditch Credits	Glenwood Ditch Credits	Total
Month	In-House	"Out side"	Res & Park Irrig	Golf Course Irrig	Pond Evap									After use (1) +(2)+(3)+(5)	After use (4) Applying WBGC Robertson 1st	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
Jan	0.8	0.0	0.0	0.0	0.0	0.8				0.80	0.8					
Feb	0.7	0.0	0.0	0.0	0.2	0.9				0.90	0.9					
Mar	0.8	0.0	0.0	10.0	1.8	12.6				12.60	12.6					
Apr	0.8	0.6	6.1	11.7	3.8	23.0				23.00	23.0					
May	0.8	2.5	25.8	52.0	5.1	86.2	38.9	13.0	53.5	0.0	105.4		19.2	4.7	14.5	19.2
June	0.8	3.1	32.0	63.7	7.0	106.6	48.2	16.1	66.9	0.0	131.2		24.6	5.3	19.3	24.6
July	0.8	3.0	30.7	61.1	7.2	102.8	46.1	15.4	62.9	0.0	124.4	10.0	11.6	4.4	7.2	11.6
Aug	0.8	2.0	20.2	40.3	6.5	69.7	30.3	10.1	46.8	0.0	87.2	10.0	7.5	0.9	6.6	7.5
Sept	0.8	1.7	17.1	33.8	4.2	57.5	25.8	8.6	36.1	0.0	70.5		13.0	2.1	10.9	13.0
Oct	0.8	0.6	6.4	13.0	2.3	23.1	9.6	3.2	10.7	0.0	23.5		0.4	0.0	0.5	0.5
Nov	0.8	0.0	0.0	12.0	0.2	13.0				13.00	13.0		0.0			
Dec	0.8	0.0	0.0	0.0	0.0	0.8				0.80	0.8		0.0			
Total	9.2	13.4	138.3	297.6	38.3	496.9	198.9	66.4	276.9	51.1	593.3	20.0	76.4	17.4	59.0	76.4

EXHIBIT F
(Master Utility Plan)

WATER MASTER UTILITY MAP



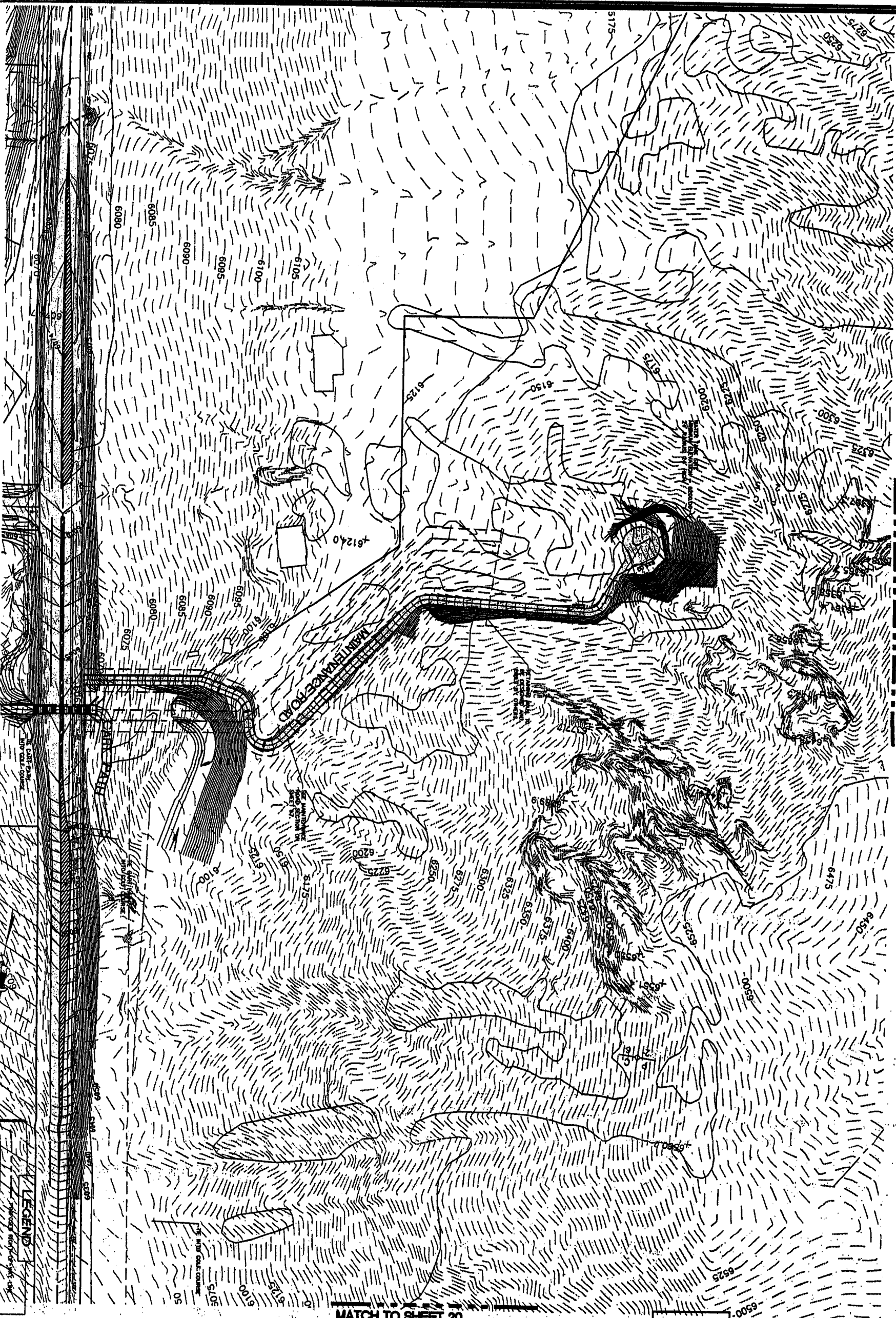
LEGEND	
—	PROPOSED RIGHT-OF-WAY AND LOT LINE
—	8\"/>
—	10\"/>
—	12\"/>
—	8\"/>
—	10\"/>
—	8\"/>
—	6\"/>
—	4\"/>
—	8\"/>
—	PROPOSED FIRE HYDRANT ASSEMBLY
—	PROPOSED SINKER MANHOLE



- NOTES**
1. ALL SPRING WATER AS INSTALLED ON THIS DRAWING WAS INSTALLED IN THE FALL OF 2001, BY GOLD CONSTRUCTION.
 2. ALL DUCT IRON PIPE (DIP) ABOVE (WEST) OF THE ROBERTSON DITCH WAS INSTALLED USING TIED LOG OBJECTS 18\"/>

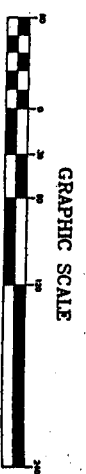
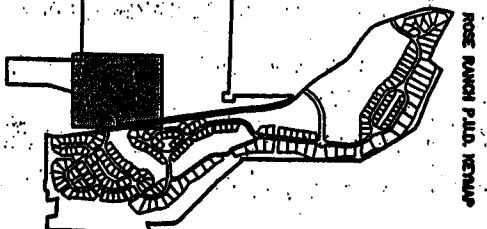
EXHIBIT G
(Approved Plans and Specifications)

MATCH TO SHEET 20



MATCH TO SHEET 12

MATCH TO SHEET 20



GRAPHIC SCALE

LEGEND

	PROPOSED GRAVEL
	PROPOSED CANTON LINE
	PROPOSED ELEVANT
	PROPOSED SEWER CONTROL LINE
	EXISTING CONTOUR LINE

GRADING and DRAINAGE PLAN

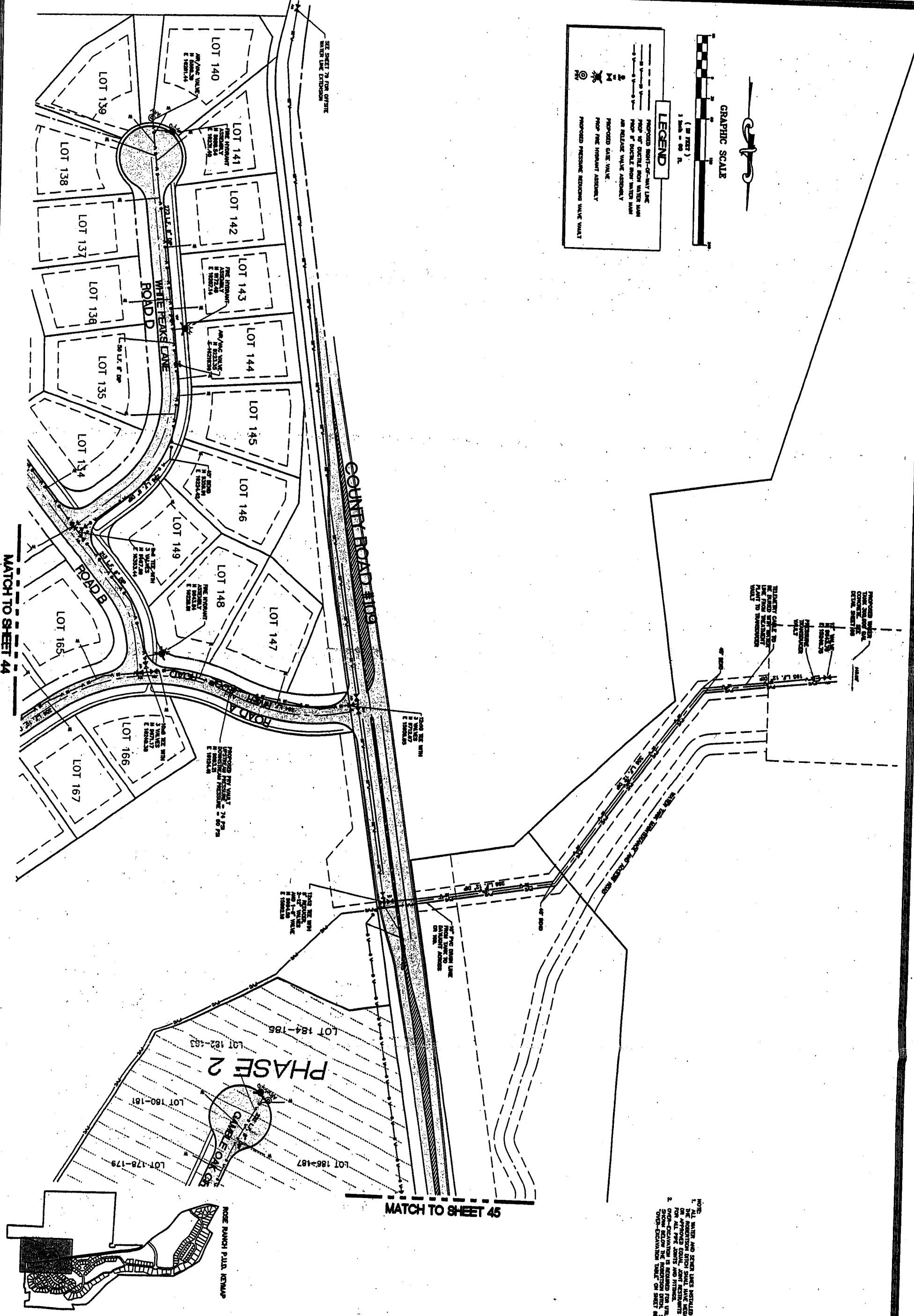
PROJECT NO. 97042.05 SHEET 19 OF 80	ROARING FORK INVESTMENTS GARFIELD COUNTY, COLORADO ROSE RANCH P.U.D. PHASE 1 GRADING and DRAINAGE PLAN	HIGH COUNTRY ENGINEERING, INC. 823 COOPER AVENUE CLEMMONS SPRING, CO 81601 PH.(970) 846-8676 FX.(970) 846-2556	DES. JDH DR. JCH CK. DRC DATE 6-18-99 FILE. GR1W	NO. DATE REVISION BY

GRAPHIC SCALE

(IN FEET)
1" = 50'

LEGEND

- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED DUCTILE IRON WATER MAIN
- PROPOSED DUCTILE IRON WATER MAIN
- AS RELEASE VALVE ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED GATE VALVE
- PROPOSED FINE HYDRANT ASSEMBLY
- PROPOSED PRESSURE REDUCING VALVE ASSEMBLY



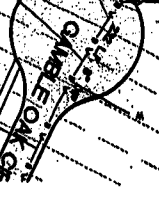
PROPOSED WATER MAIN SHALL BE INSTALLED ALONG WITH SEWER MAIN AND SHALL BE INSTALLED IN THE SAME TRENCH AS THE SEWER MAIN. THE WATER MAIN SHALL BE INSTALLED IN THE SAME TRENCH AS THE SEWER MAIN. THE WATER MAIN SHALL BE INSTALLED IN THE SAME TRENCH AS THE SEWER MAIN.

NOTE:
1. ALL WATER AND SEWER LINES INSTALLED ABOVE GROUND SHALL BE INSTALLED IN THE SAME TRENCH AS THE SEWER MAIN. THE WATER MAIN SHALL BE INSTALLED IN THE SAME TRENCH AS THE SEWER MAIN. THE WATER MAIN SHALL BE INSTALLED IN THE SAME TRENCH AS THE SEWER MAIN.
2. OVER-CUTTING IS REQUIRED FOR UTILITIES CROSSING BELOW THE PROPOSED DITCH. SEE OVER-CUTTING TABLE ON SHEET 44.

MATCH TO SHEET 45

MATCH TO SHEET 44

PHASE 2



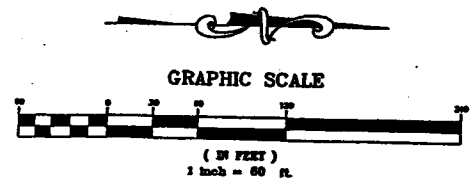
ROSE RANCH P.U.D. KENTMAP

MASTER UTILITY PLAN

ROARING FORK INVESTMENTS, LLC. GARFIELD COUNTY, COLORADO ROSE RANCH P.U.D. PHASE 1 MASTER WATERLINE UTILITY PLAN		HIGH COUNTRY ENGINEERING, INC. 823 COOPER AVENUE OLDWOOD SPRINGS, CO 80801 PH:(970) 845-9876 FX:(970) 845-8588		DES. EPT DR. HMS CK. DRC DATE 6-18-99 FILE: MU-01	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISION	BY												
NO.	DATE	REVISION	BY																		
PROJECT NO. 970-4205	SHEET 43 OF 50																				

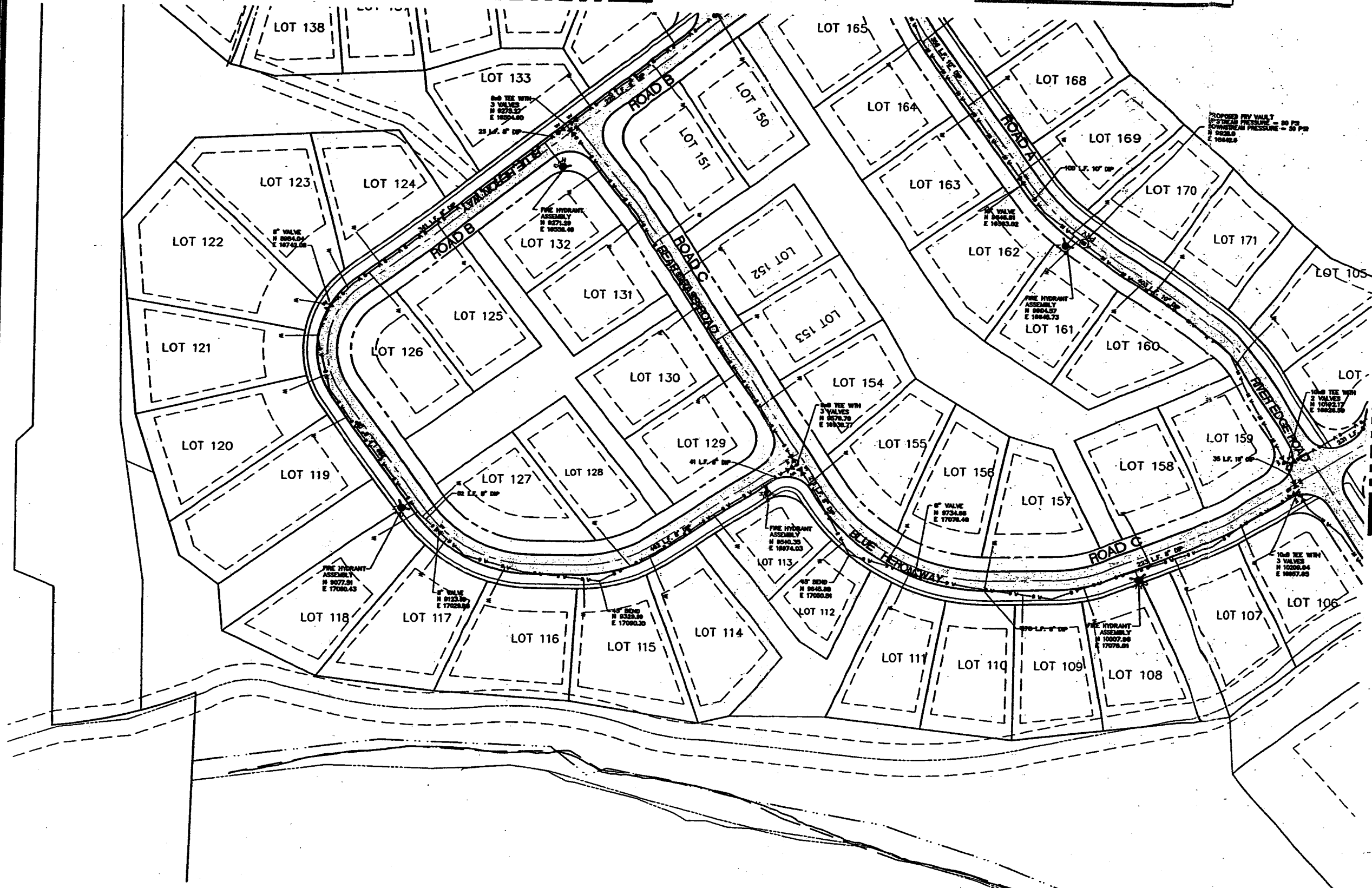
LEGEND

- PROPOSED RIGHT-OF-WAY LINE
- PROP 12" DUCTILE IRON WATER MAIN
- PROP 8" DUCTILE IRON WATER MAIN
- AIR RELEASE VALVE ASSEMBLY
- PROPOSED GATE VALVE
- PROP FIRE HYDRANT ASSEMBLY
- PROPOSED PRESSURE REDUCING VALVE VARI

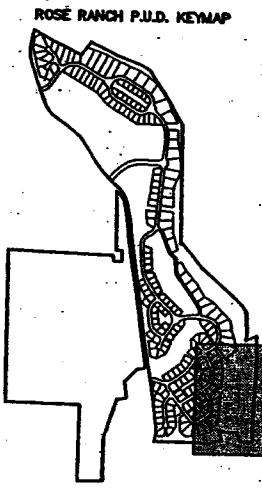


MATCH TO SHEET 43

NOTE:
1. ALL WATER AND SEWER LINES INSTALLED ABOVE THE ROBERTSON BITUM SHALL HAVE MESA-LINE OR APPROVED EQUAL JOINT RESTRAINTS INSTALLED FOR ALL PIPE JOINTS AND FITTINGS.
2. OVER-EXCAVATION IS REQUIRED FOR UTILITIES SHOWN BELOW THE ROBERTSON BITUM. SEE "OVER-EXCAVATION TABLE" ON SHEET 44.



MATCH TO SHEET 46



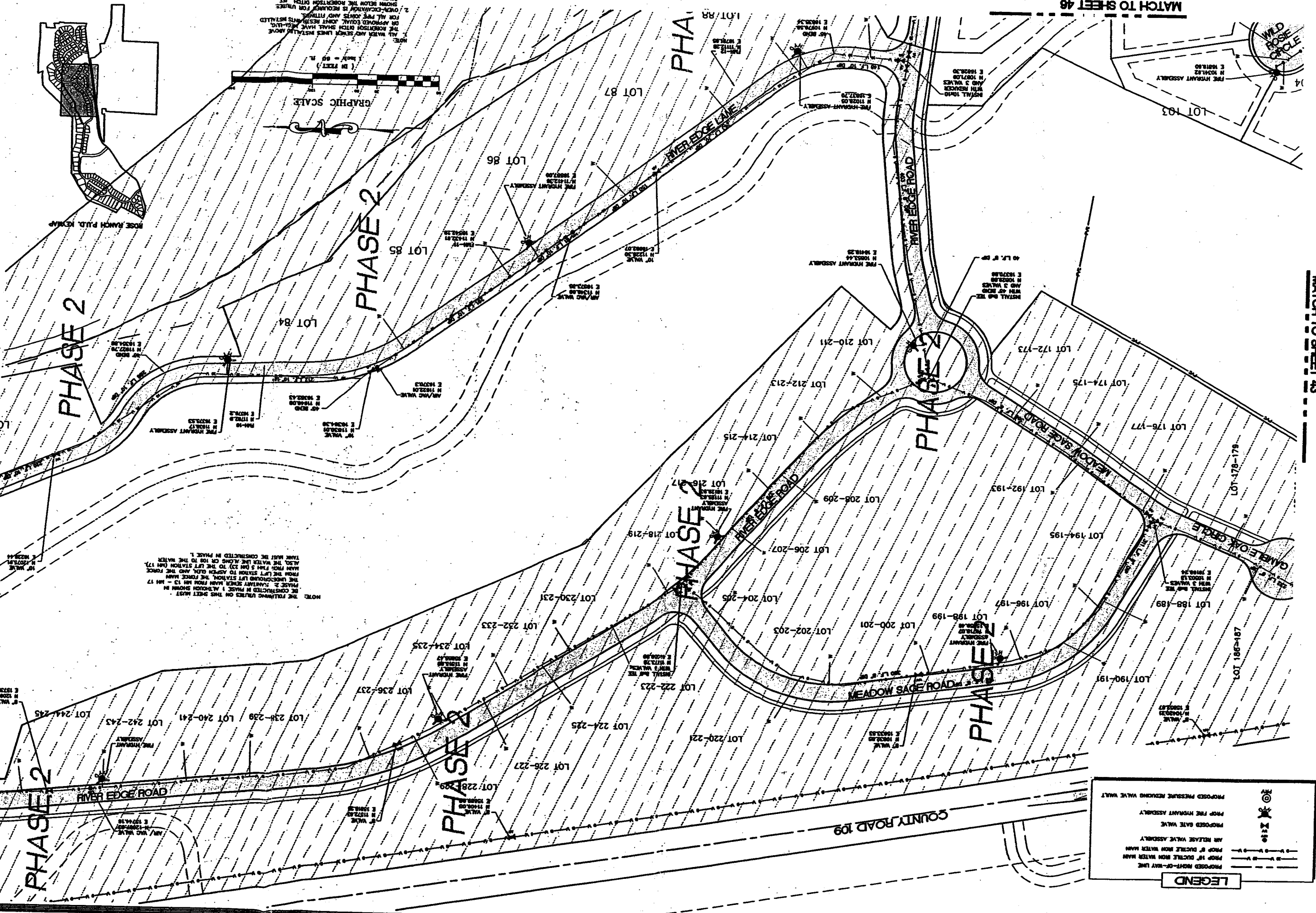
DES.	EPT	NO.	DATE
DR.	HMS	BY	
CK.	DR	REVISION	
DATE	FILE		
5-18-99	MJ-01		

HOH COUNTRY ENGINEERING, INC. 353 COOPER AVENUE CLEARWATER SPRINGS, CO 81601 PH: (970) 446-4474 FAX: (970) 446-4466
ROARING FORK INVESTMENTS, L.L.C. GARFIELD COUNTY, COLORADO ROSE RANCH P.U.D. PHASE 1 MASTER WATERLINE UTILITY PLAN
PROJECT NO. 97042.05
SHEET 44 OF 80

MASTER UTILITY PLAN

SHEET 45 OF 80
 PROJECT NO. 9704205
 ROARING FORK INVESTMENTS, L.L.C.
 CHARFELD COUNTY, COLORADO
ROBE RANCH P.L.D. PHASE 1
MASTER WATERLINE
UTILITY PLAN
 HIGH COUNTRY ENGINEERING, INC.
 2100 S. COCKER AVENUE
 PUEBLO CO. (PUEB) 810-888-8888
 DES. EST. NO. DATE REVISION BY
 DR. HHS DHC
 DATE 6-18-99
 FILE MU-01

MASTER UTILITY PLAN



NOTE: THE FOLLOWING UTILITIES ON THIS SHEET MUST BE CONSTRUCTED IN PHASE 1 ALTHOUGH SHOWN IN PHASE 2. EXHIBIT 2000 FROM PLAN 13 - 04177. PHASE 2 CONSTRUCTION SHALL BE FROM THE FORCE MAIN FROM THE LEFT STATION TO ASPEN GLEN AND THE FORCE MAIN FROM THE LEFT STATION TO THE LEFT STATION (MAY 17). ALSO, THE WATER LINE SHALL BE ON 105 TO THE WATER TANK THAT BE CONSTRUCTED IN PHASE 1.

LEGEND

- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED 18" DUCTILE IRON WATER MAIN
- AIR RELEASE VALVE ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED PRESSURE REDUCING VALVE W/VAULT

MATCH TO SHEET 46

MATCH TO SHEET 43

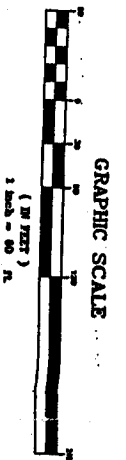
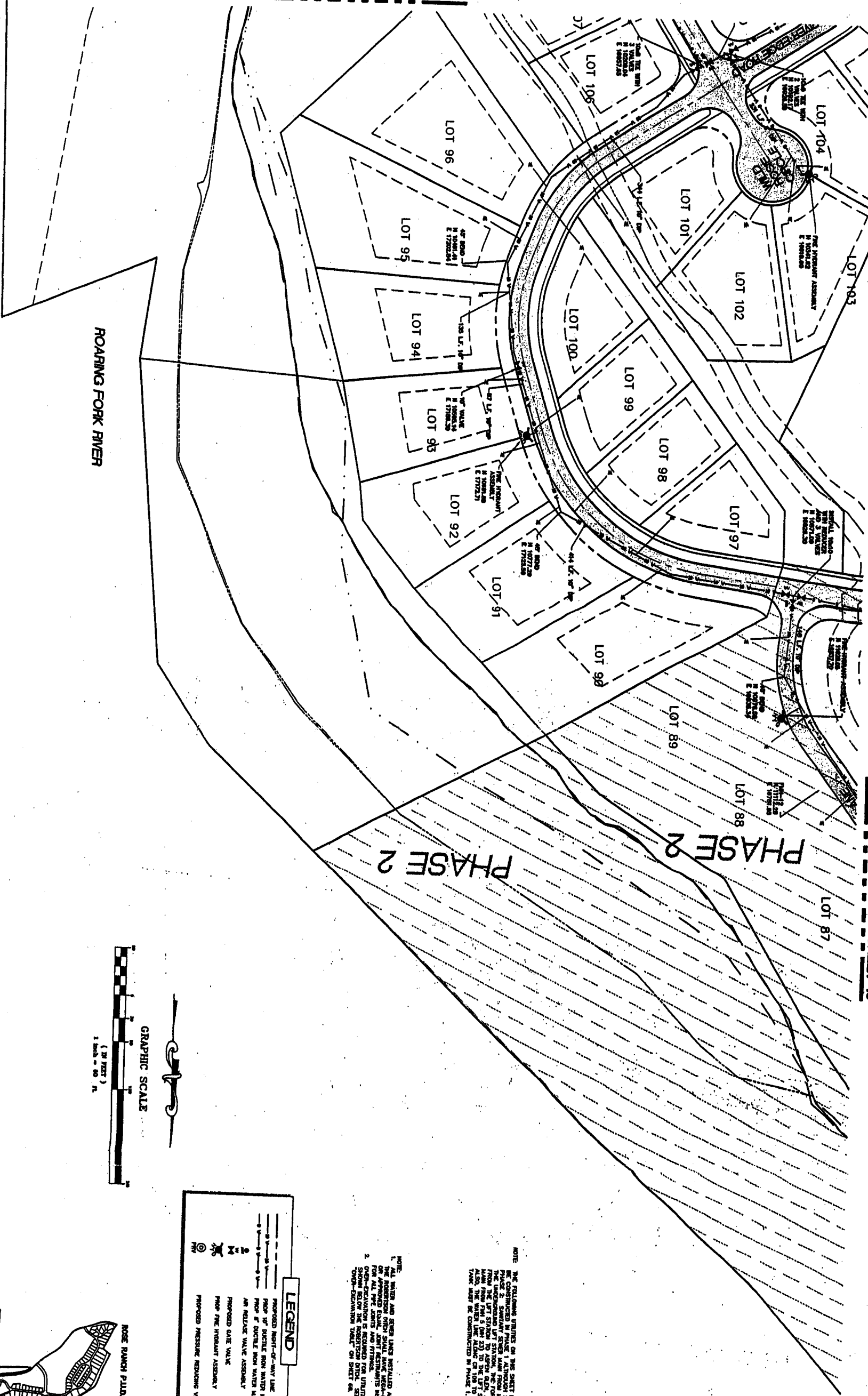
MATCH TO SHEET 47

MATCH TO SHEET 44

MATCH TO SHEET 45

ROARING FORK RIVER

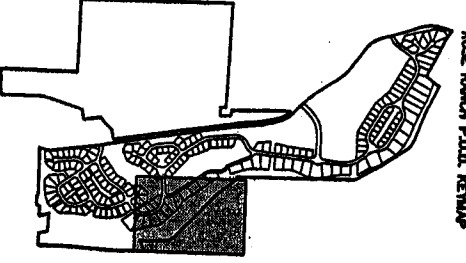
PHASE 2



LEGEND

- PROPOSED MAIN WATERLINE
- PROPOSED 1/2" DIAMETER RISE WATER MAIN
- PROPOSED 1/2" DIAMETER RISE WATER MAIN
- AN RELIEF VALVE ASSEMBLY
- PROPOSED GATE VALVE
- FROM FINE HYDRANT ASSEMBLY
- PROPOSED PRESSURE REDUCING VALVE W/WT

NOTES:
 1. ALL WATER AND SEWER LINES INSTALLED ABOVE THE ROARING FORK RIVER SHALL HAVE BEEN-UNDERTAKEN FOR ALL EXISTING AND PROPOSED UTILITY CROSSINGS AND SHALL BE INSTALLED WITH PROTECTIVE CASING. EXISTING UTILITY CROSSINGS SHALL BE RECONSTRUCTED TO MEET THE REQUIREMENTS OF THE ROARING FORK RIVER RESTORATION PLAN. THE WATER LINE ALONG LOT 106 TO THE WATER MAIN SHALL BE CONSTRUCTED IN PHASE 1.



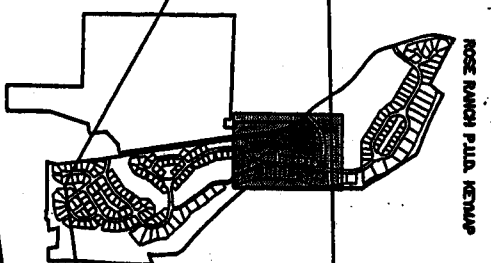
PROJECT NO. 97042.05 SHEET 46 OF 50	ROARING FORK INVESTMENTS, L.L.C. GARFIELD COUNTY, COLORADO	HIGH COUNTRY ENGINEERING, INC. 829 COOPER AVENUE GLENWOOD SPRING, CO 81601 PH: (970) 945-9876 FX: (970) 945-2586	DES.	EPT	NO. DATE REVISION BY
	ROSE RANCH P.U.D. PHASE 1 MASTER WATERLINE UTILITY PLAN		DR.	HMS	
			CK.	DRC	
			DATE	6-18-99	
			FILE:	MU-01	

MASTER UTILITY PLAN

MATCH TO SHEET 45

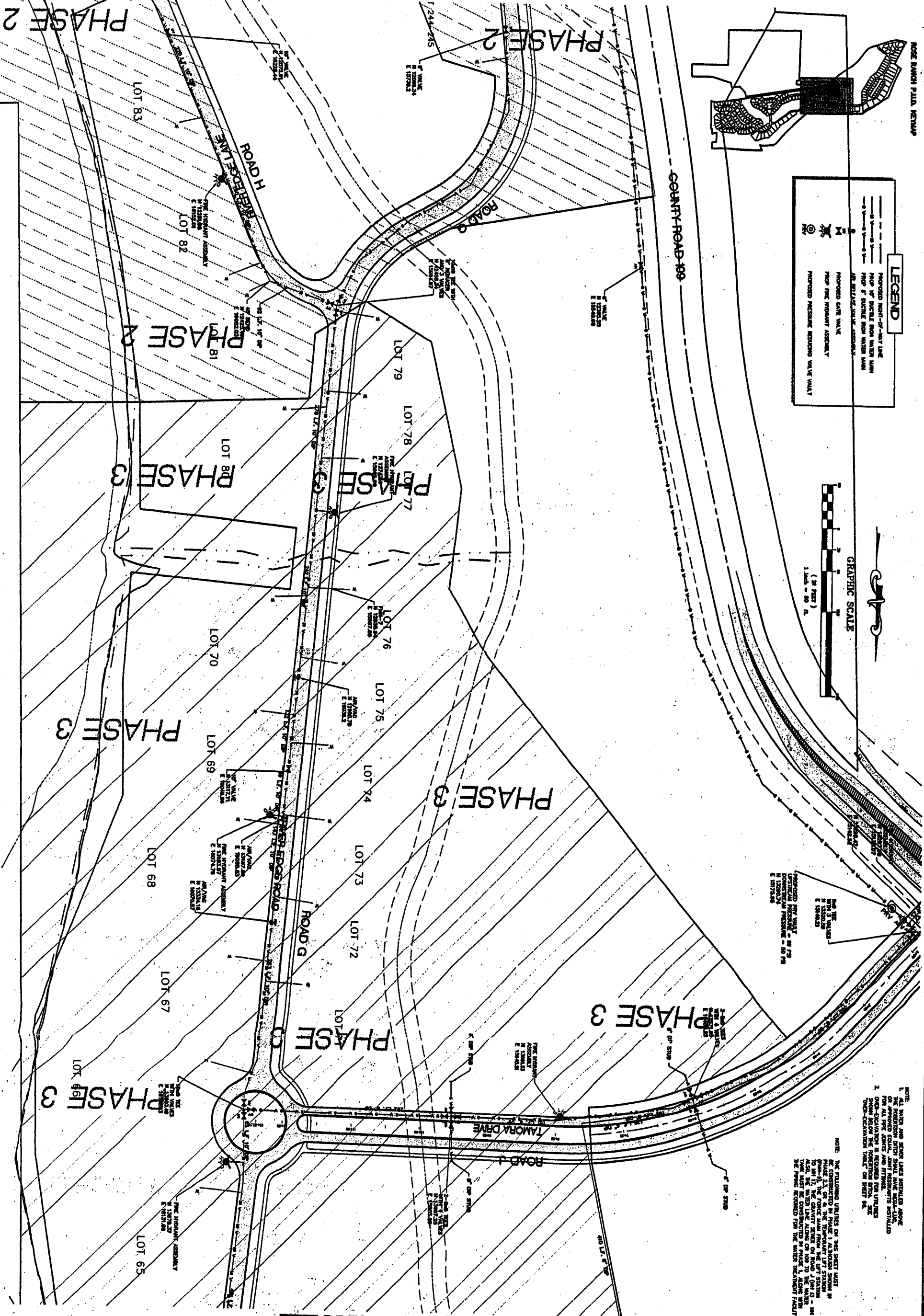
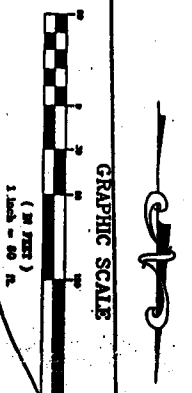
PHASE 2

PHASE 2



LEGEND

- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED 18" DIAMETER RISE WATER MAIN
- PROPOSED 12" DIAMETER RISE WATER MAIN
- PROPOSED 8" DIAMETER RISE WATER MAIN
- PROPOSED PRESSURE REDUCING VALVE W/WT
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED PRESSURE REDUCING VALVE W/WT



NOTE: THE FOLLOWING UTILITIES OF THIS SHEET MUST BE CONSTRUCTED IN PHASE 2, OR AT THE TERMINANT LEFT STATION OF PHASE 2, THE FORCE MAIN FROM THE LEFT STATION - SEE 253. ALSO, THE WATER LINE ALONG CD 100 TO THE WATER TANK MUST BE CONSTRUCTED IN PHASE 1, ALONG WITH THE PIPING REQUIRED FOR THE WATER TREATMENT FACILITY.

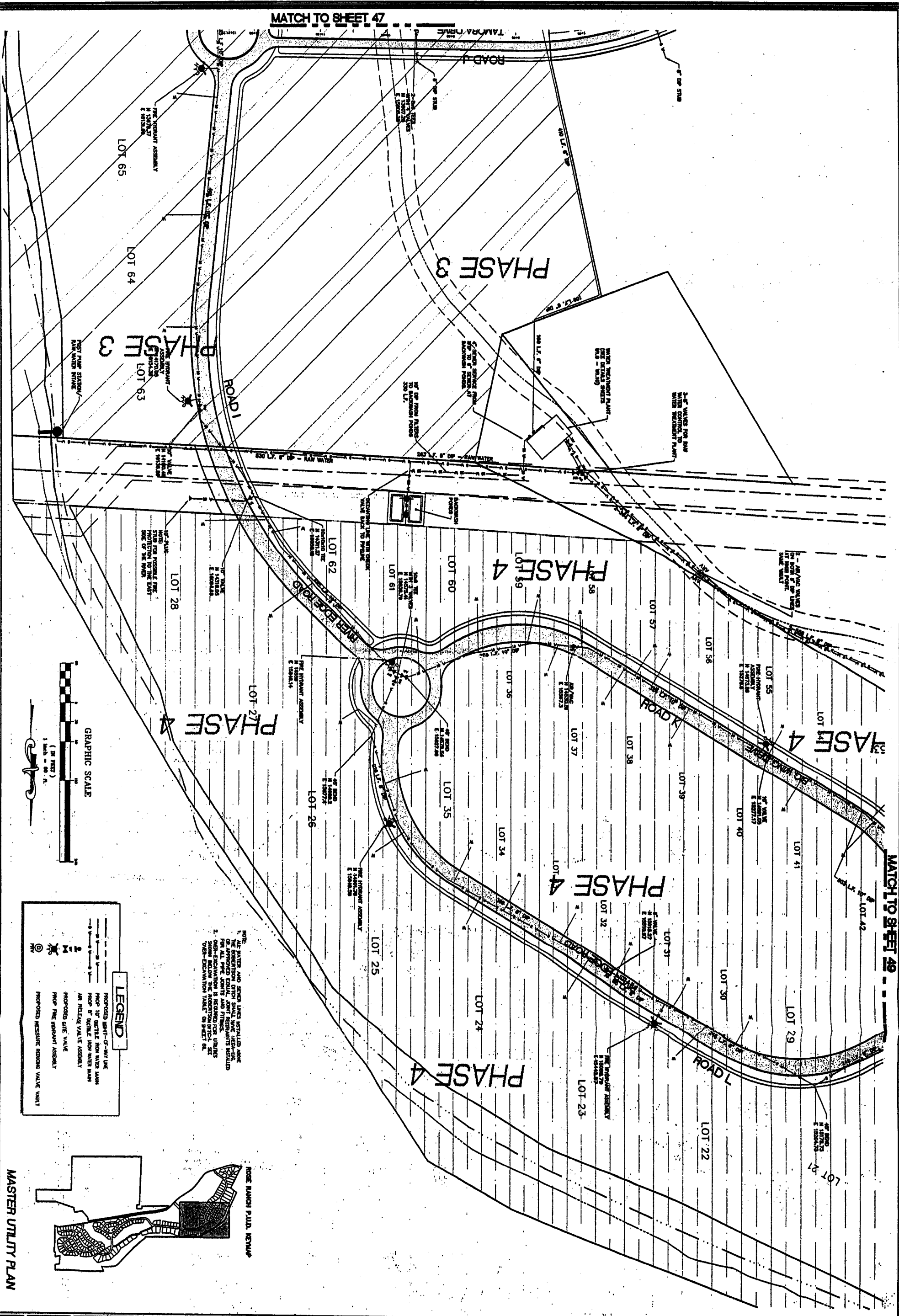
MATCH TO SHEET 48

MASTER UTILITY PLAN

PROJECT NO. 9704205 SHEET 47 OF 50	ROARING FORK INVESTMENTS, L.L.C. GARFIELD COUNTY, COLORADO ROSE RANCH P.U. PHASE 1 MASTER WATERLINE UTILITY PLAN		HIGH COUNTRY ENGINEERING, INC. 923 COOPER AVENUE GLENWOOD SPRINGS, CO 81601 PH.(970) 848-8876 FX.(970) 848-8868	DES. EPT	NO.	DATE	REVISION	BY
	DR. HMS							
	CK. ORC							
	DATE 6-18-99							
	FILE: MU-01							

MATCH TO SHEET 47

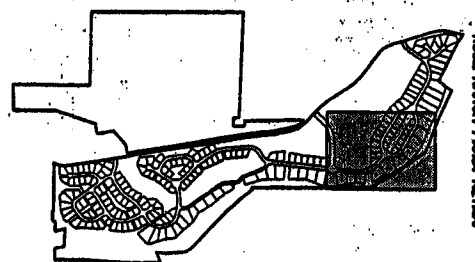
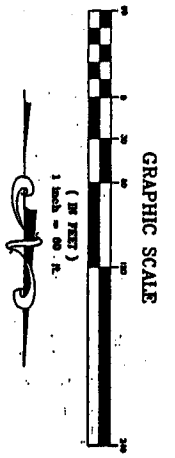
MATCH TO SHEET 49



NOTE:
 1. ALL WATER AND SEWER LINES INSTALLED ABOVE THE ROBERTSON UTILITY SHALL HAVE JELLY-LIN FOR ALL PIPE JOINTS AND FITTINGS.
 2. OVER-EXCAVATION IS REQUIRED FOR UTILITIES SHOWN BELOW THE ROBERTSON UTILITY SET OVER-EXCAVATION TABLE ON SHEET 04.

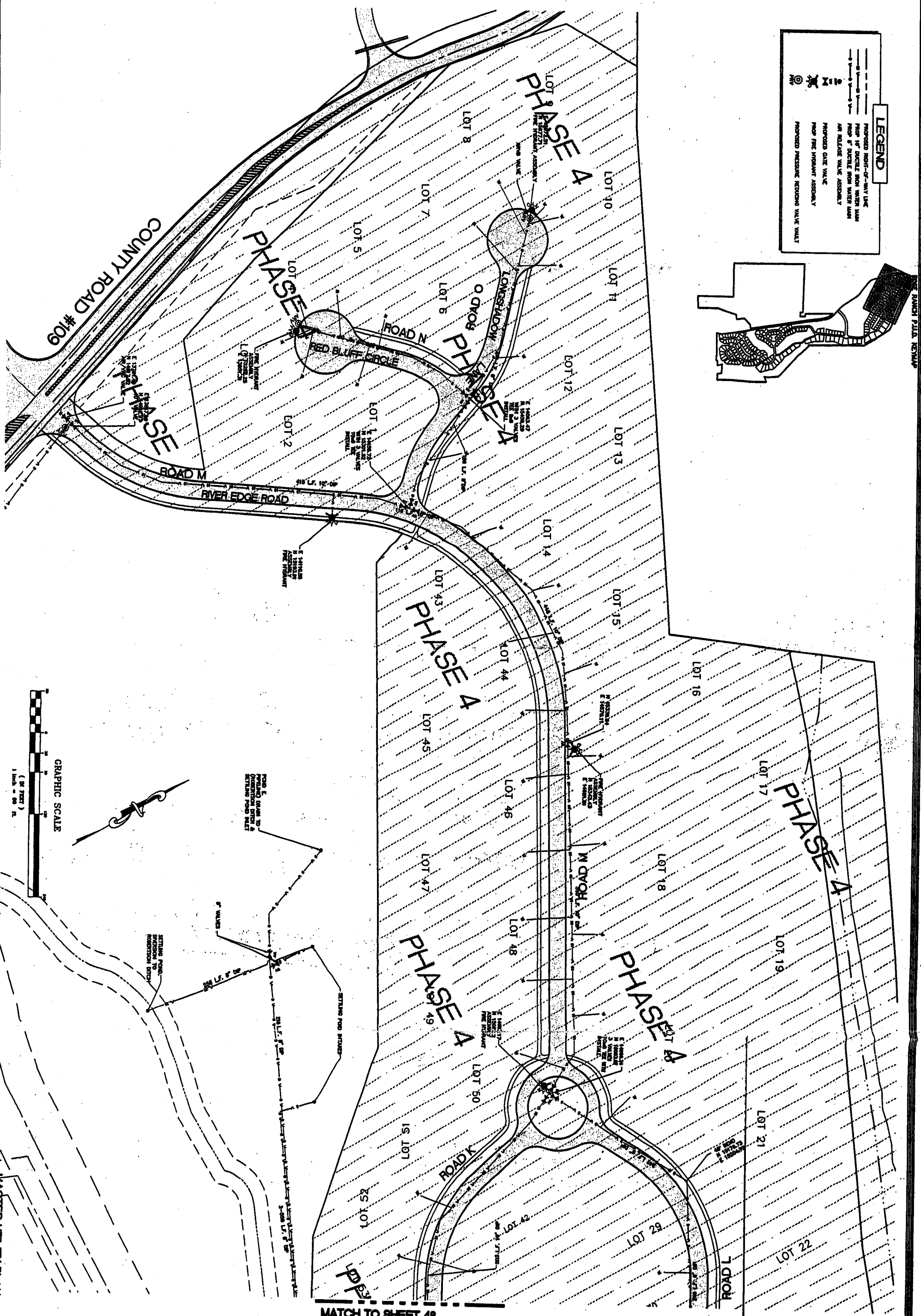
LEGEND

- PROPOSED 8" DI. 100' DI. 10" DI. 12" DI. 15" DI. 18" DI. 24" DI. 30" DI. 36" DI. 42" DI. 48" DI. 54" DI. 60" DI. 66" DI. 72" DI. 78" DI. 84" DI. 90" DI. 96" DI. 102" DI. 108" DI. 114" DI. 120" DI. 126" DI. 132" DI. 138" DI. 144" DI. 150" DI. 156" DI. 162" DI. 168" DI. 174" DI. 180" DI. 186" DI. 192" DI. 198" DI. 204" DI. 210" DI. 216" DI. 222" DI. 228" DI. 234" DI. 240" DI. 246" DI. 252" DI. 258" DI. 264" DI. 270" DI. 276" DI. 282" DI. 288" DI. 294" DI. 300" DI.
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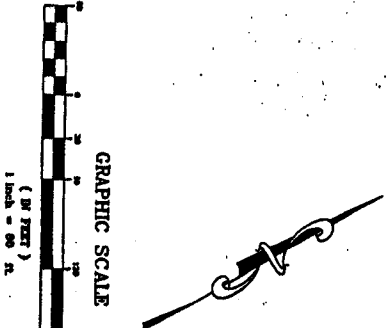
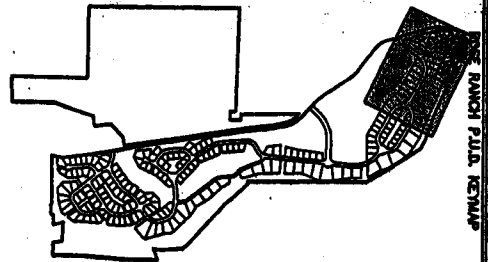
MASTER UTILITY PLAN

PROJECT NO. 9704205 SHEET 48 OF 80	ROARING FORK INVESTMENTS, L.L.C. GARFIELD COUNTY, COLORADO ROSE RANCH P.U.D. PHASE 1 MASTER WATERLINE UTILITY PLAN		HIGH COUNTRY ENGINEERING, INC. 823 COOPER AVENUE GLENWOOD SPRINGS, CO 81601 PH: (970) 945-8878 FX: (970) 945-2866	DES.	EPT	NO. DATE REVISION BY
	DR.	HMS				
	CK.	DRC				
	DATE	6-18-09				
	FILE	MU-01				



LEGEND

- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED 12" DIAMETER IRON WATER MAIN
- PROPOSED 6" DIAMETER IRON WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED PRESSURE REDUCING VALVE W/ALT

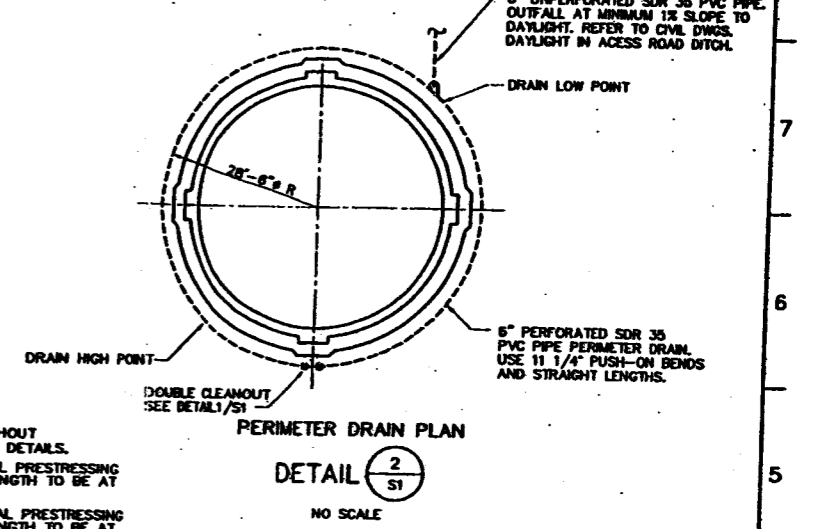
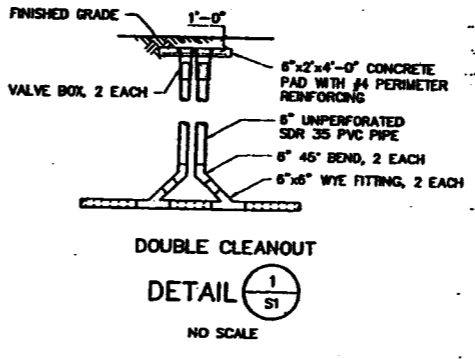
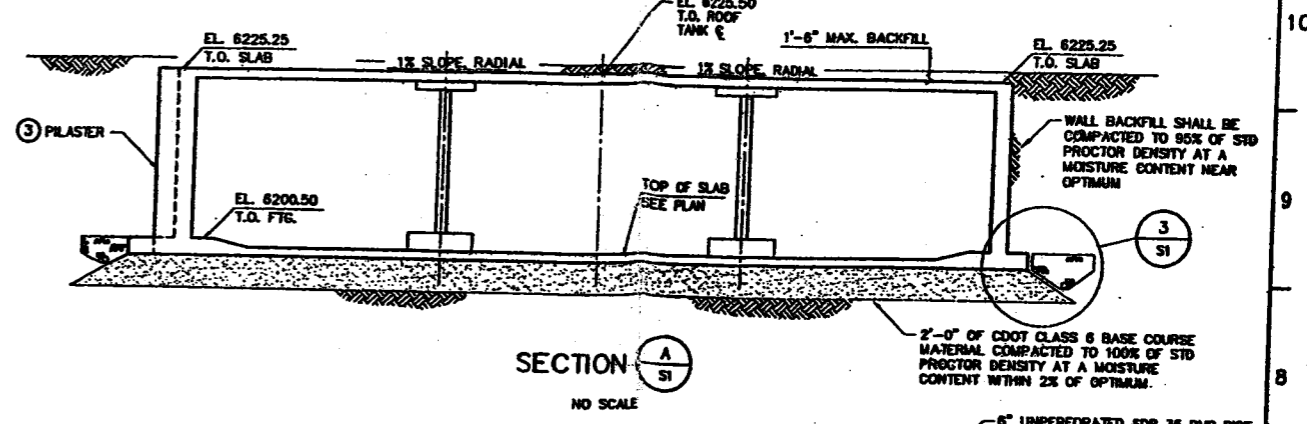
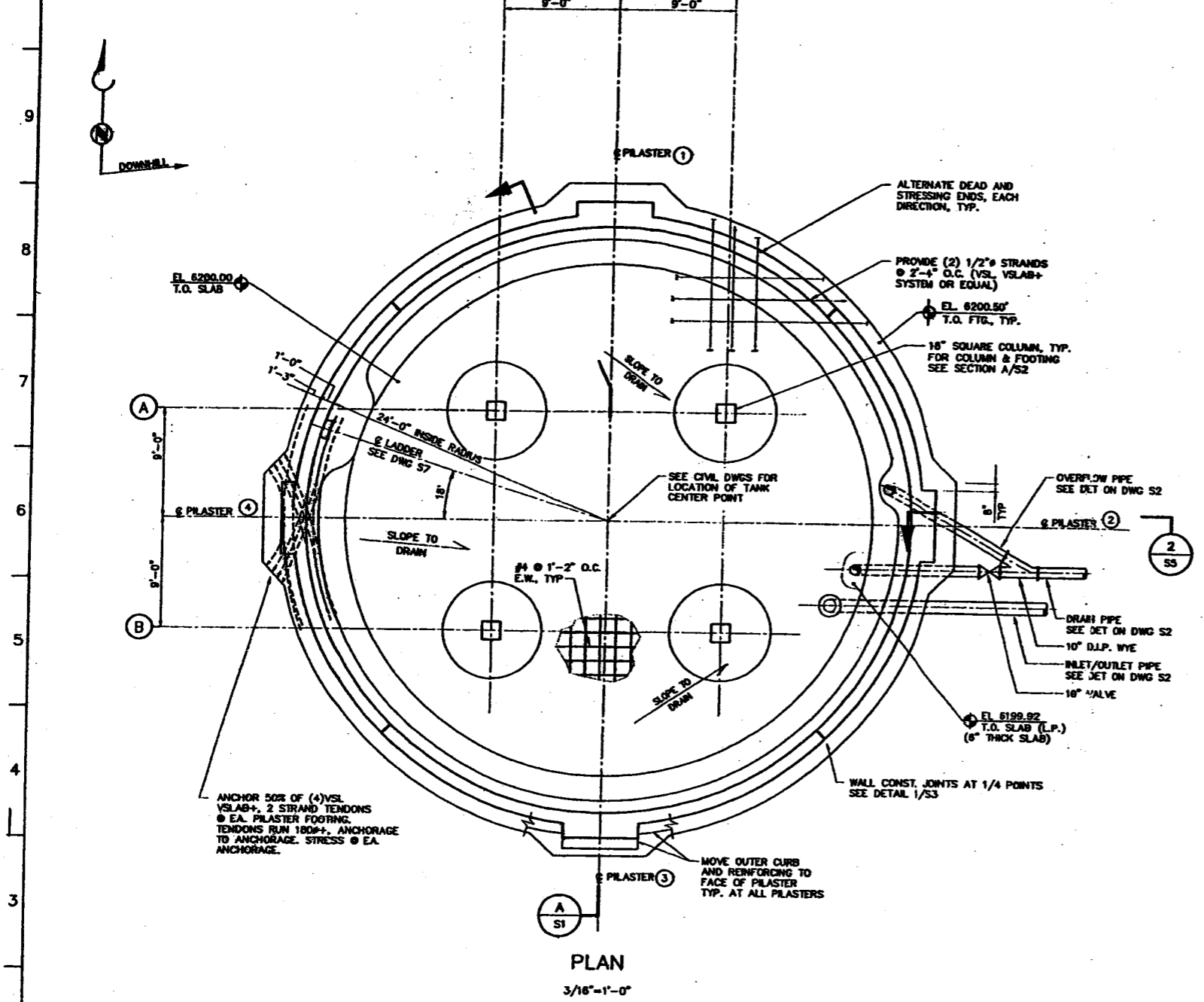


MATCH TO SHEET 48

SHEET 49 OF 80	PROJECT NO. 9704205	ROARING FORK INVESTMENTS, L.L.C. GARFIELD COUNTY, COLORADO ROSE RANCH P.U.D. PHASE 1 MASTER WATERLINE UTILITY PLAN	HIGH COUNTRY ENGINEERING INC. 923 COOPER AVENUE GLENWOOD SPRINGS, CO 81601 PH (970) 945-9678 FX (970) 945-2555	DES. EPT	NO.	DATE	REVISION	BY
				DR. EPT				
				CK. DRG				
				DATE 8-5-99				
				FILE: MU-01				

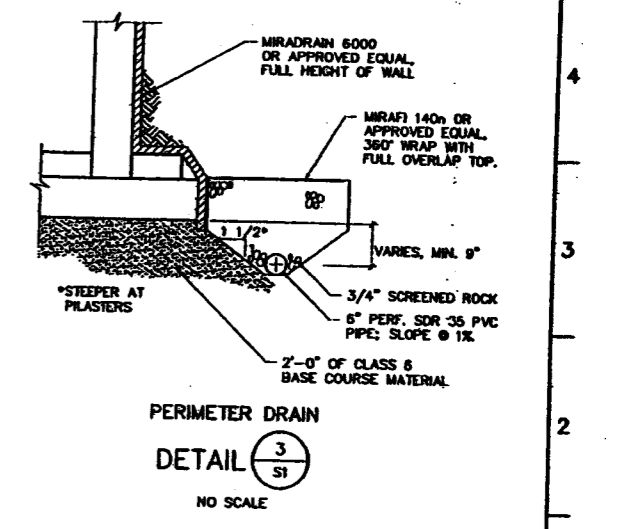
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GRADE SLAB NOTES:

1. GRADE SLAB SHALL BE KEPT CONTINUOUSLY WET THROUGHOUT CONSTRUCTION OF THE TANK. REFER TO THE SPECS FOR DETAILS.
2. GRADE SLAB SHALL BE POST-TENSIONED TO 50% OF FINAL PRESTRESSING WHEN FIELD CURED CYLINDERS SHOW THE CONCRETE STRENGTH TO BE AT LEAST 2000 PSI.
3. GRADE SLAB SHALL BE POST-TENSIONED TO 100% OF FINAL PRESTRESSING WHEN FIELD CURED CYLINDERS SHOW THE CONCRETE STRENGTH TO BE AT LEAST 3500 PSI.
4. WALL FORMWORK, FOOTINGS, AND OTHER CONSTRUCTION-RELATED LOADS SHALL NOT BE PLACED ON THE GRADE SLAB UNTIL THE FINAL STRESSING OPERATION IS COMPLETE.
5. SUBGRADE SHALL BE MOIST IMMEDIATELY BEFORE AND DURING CONCRETE SLAB PLACEMENT.
6. ALL GRADE SLAB REINFORCEMENT SHALL BE PLACED WITHIN THE MIDDLE QUARTER OF THE SLAB.
7. CRACKS OBSERVED BEFORE POST-TENSIONING SHALL BE COMPLETELY COVERED BY DUCT TAPE TO PREVENT THE INTRUSION OF ANY MATERIAL.
8. GRADE SLAB SHALL BE ONE CONTINUOUS POUR WITHOUT CONSTRUCTION JOINTS. POUR SHALL NOT TAKE PLACE IF EXPECTED AIR TEMPERATURE IN GLENWOOD SPRINGS AREA IS GREATER THAN 85° F.
9. MINIMUM HORIZONTAL CLEARANCE FOR P.T. STRANDS AT OPENINGS SHALL BE 6".
10. DESIGN BASED ON $f_c = 4500$ PSI, $f_{pu} = 270,000$ PSI, AND ASTM A418 0.5" A, LOW RELAXATION STRANDS. EFFECTIVE TENDON PRESTRESS FORCE = 48.6 KIPS.
11. POST-TENSIONING SYSTEM SHALL BE VSL VSLAB+, TOTALLY ENCAPSULATED SYSTEM.
12. DESIGN BASED ON $k = 0.001$, $u = 0.14$, ANCHOR SET OF 1/4" AND LONG TERM LOSSES OF 25,000 PSI.
13. POST-TENSION SUPPLIER SHALL SUBMIT ON THE SHOP DRAWINGS THE SPECIFIED FORCES AND ELONGATIONS.
14. POST-TENSION SUPPLIER SHALL SUBMIT STRESSING RECORDS FOR REVIEW BY THE ENGINEER. STRAND ENDS SHALL NOT BE BURNED OFF UNTIL STRESSING RECORDS ARE APPROVED BY THE ENGINEER.
15. THE 100% OF THE TENDON/TENDON AND TENDON/REINFORCEMENT INTERSECTIONS.
16. POST-TENSION SUPPLIER SHALL INSTALL ALL P.T., CHAIRS AND MILD REINFORCEMENT WITH OWN PERSONNEL.
17. GRADE SLAB SHALL HAVE A CONSTANT THICKNESS OF 6".
18. GRADE SLAB DESIGN BASED ON MODULUS OF SUBGRADE REACTION OF 800 KCF, MINIMUM.
19. FLOOR SLAB AND FOOTINGS WERE NOT DESIGNED FOR SINKHOLE DEVELOPMENT. OWNER ASSUMES RISK OF SINKHOLE DAMAGE.



LEGEND
 ——— STRESSING END ANCHORAGE
 ——— DEAD END ANCHORAGE
 ——— (2)0.5" STRAND TENDON, BONDED

BROWN AND CALDWELL
DENVER, COLORADO

LINE IS 2 INCHES AT FULL SIZE (IF NOT 2" SCALE ACCORDINGLY)

FILE 17890

DRAWN TBL
DESIGNED SWH
CHECKED SWH
CHECKED

SUBMITTED: _____ DATE: _____
 APPROVED: _____ DATE: _____
 APPROVED: _____ DATE: _____

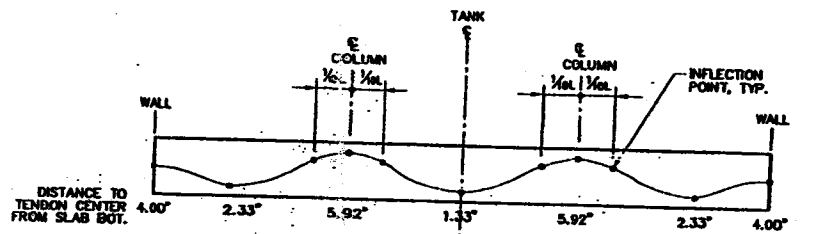
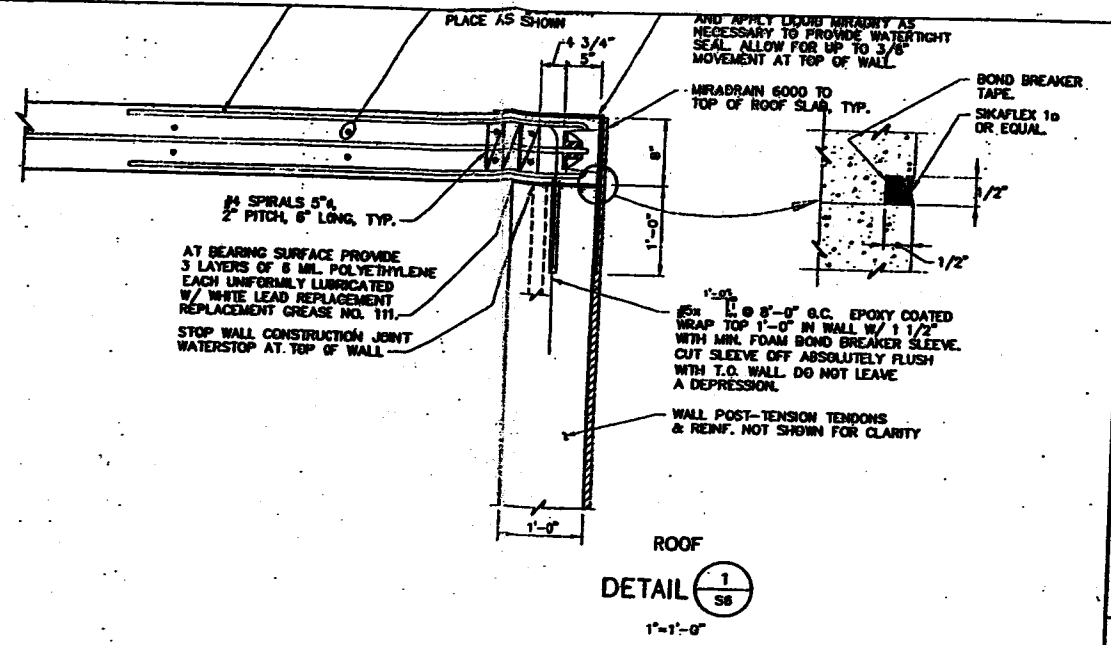
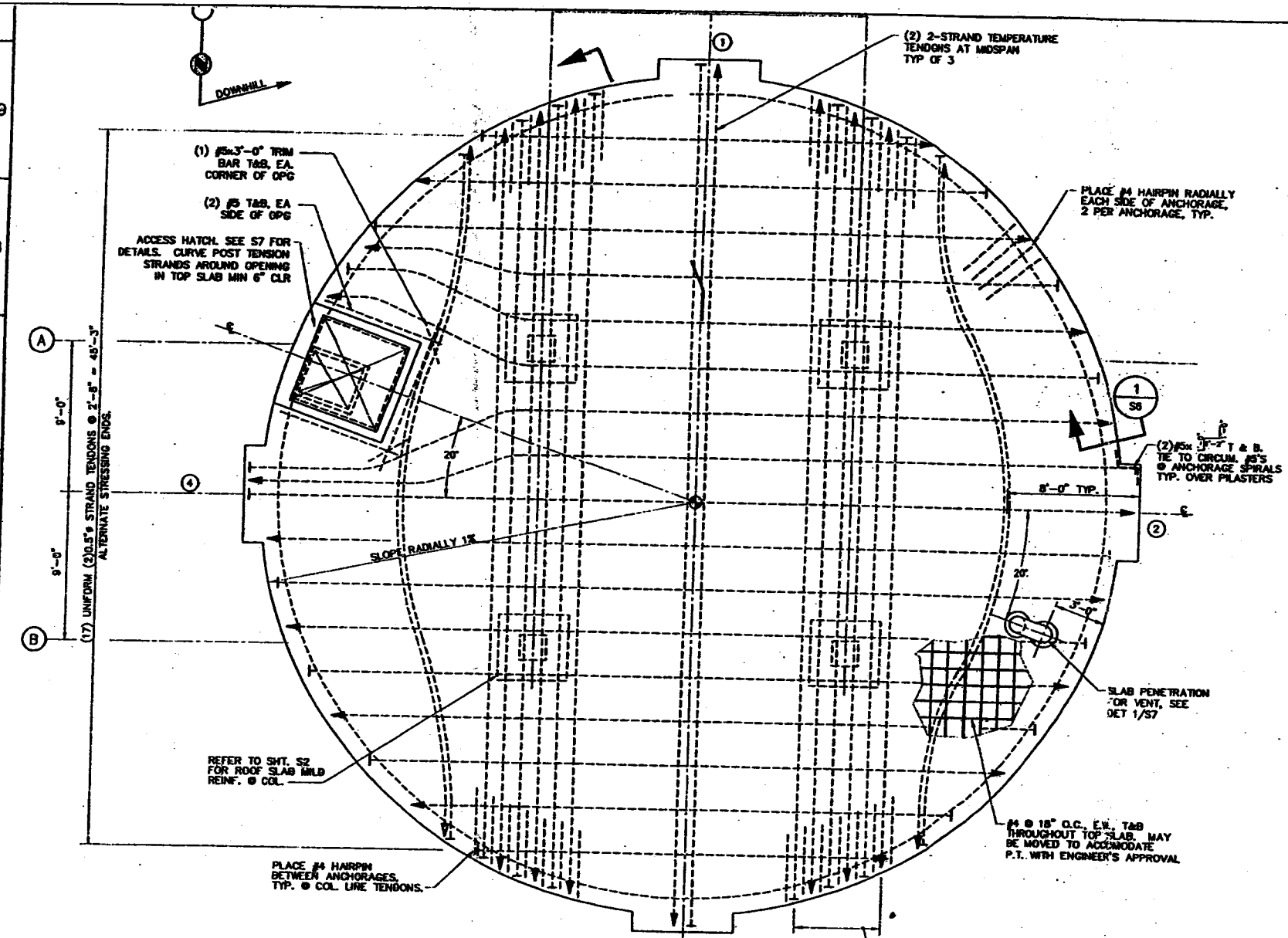
REVISIONS					
ZONE	REV.	DESCRIPTION	BY	DATE	APP.

ROSE RANCH
WATER STORAGE TANK

FOUNDATION PLAN AND DETAILS

CADFILE S7890001
DATE 08-02-99
OPERATOR JChesbro
DRAWING NUMBER
S1
SHEET NUMBER

A B C D E F G H I J K L M N O P



TYPICAL TENDON PROFILE SCHEDULE

- NOTES:
 1. AT TENDON/TENDON INTERSECTIONS, BANDED TENDONS TAKE PRECEDENCE.
 2. DIMENSIONS AT SLAB BOTTOM DENOTE DISTANCE FROM SLAB BOTTOM SURFACE TO THE C.G.S.

ROOF SLAB NOTES:

1. ROOF SLAB DESIGN BASED ON MAXIMUM 1'-6" SOIL LOAD AND 85 PSF SNOW LOAD. DESIGN BASED ON $f_c = 4500$ PSI, $f_{cl} = 4500$ PSI AND $f_{pu} = 270,000$ PSI. ASTM A416 0.5" DIAMETER, LOW RELAXATION STRANDS.
2. POST-TENSIONING SYSTEM SHALL BE VSL TYPE SOS-4 ANCHORAGE WITH (2) 0.5" DIAMETER BONDED STRANDS PER TENDON. TENDONS SHALL BE VSL VSLAB+ POLYETHYLENE DUCT, 168mmx43mm.
3. DESIGN BASED ON $K = 0.001$, $U = 0.14$, ANCHOR SET OF 1/4" AND LONG TERM LOSSES OF 25,000 PSI.
4. POST-TENSION SUPPLIER SHALL SUBMIT ON THE SHOP DRAWINGS THE SPECIFIED FORCES AND ELONGATIONS.
5. POST-TENSION SUPPLIER SHALL SUBMIT STRESSING RECORDS FOR REVIEW BY THE ENGINEER. STRAND ENDS SHALL NOT BE BURIED OFF UNTIL STRESSING RECORDS ARE APPROVED BY THE ENGINEER.
6. THE 100% OF THE TENDON/TENDON AND TENDON/REINFORCEMENT INTERSECTIONS SHALL BE SUPERVISED BY THE ENGINEER.
7. POST-TENSION SUPPLIER SHALL SUPERVISE INSTALLATION OF ALL P.T., CHAIRS AND MILD REINFORCEMENT.
8. EFFECTIVE PRESTRESS FORCE IS 49.5 KIPS/TENDON.

LEGEND
 - - - - - STRESSING END ANCHORAGE
 - - - - - DEAD END ANCHORAGE
 - - - - - (2) 0.5" STRAND TENDON, BONDED

- NOTES:
 1. ROOF SLAB IS DESIGNED FOR BOBCAT LOAD OF 10,000 LBS. MAX. (FULLY LOADED WITH ALL ATTACHMENTS) DURING SOIL BACKFILL OPERATION. BOBCAT MODEL 853 ASSUMED. ROOF SLAB IS NOT DESIGNED FOR ANY OTHER VEHICLE OR EQUIPMENT LOADS.
 2. ROOF SLAB IS NOT DESIGNED FOR A SNOW LOAD RESULTING FROM AN AVALANCHE.
 3. USE #5 @ 3'-0" O.C. MAX. FOR SUPPORT OF ALL ROOF TENDONS.
 4. ROOF SLAB SHALL BE BACKFILLED IN MAXIMUM 12" UNIFORM LIFTS.

ROOF SLAB PLAN
 1/4"=1'-0"

BROWN AND CALDWELL
 DENVER, COLORADO

LINE IS 2 INCHES AT FULL SIZE (IF NOT 2" SCALE ACCORDINGLY)
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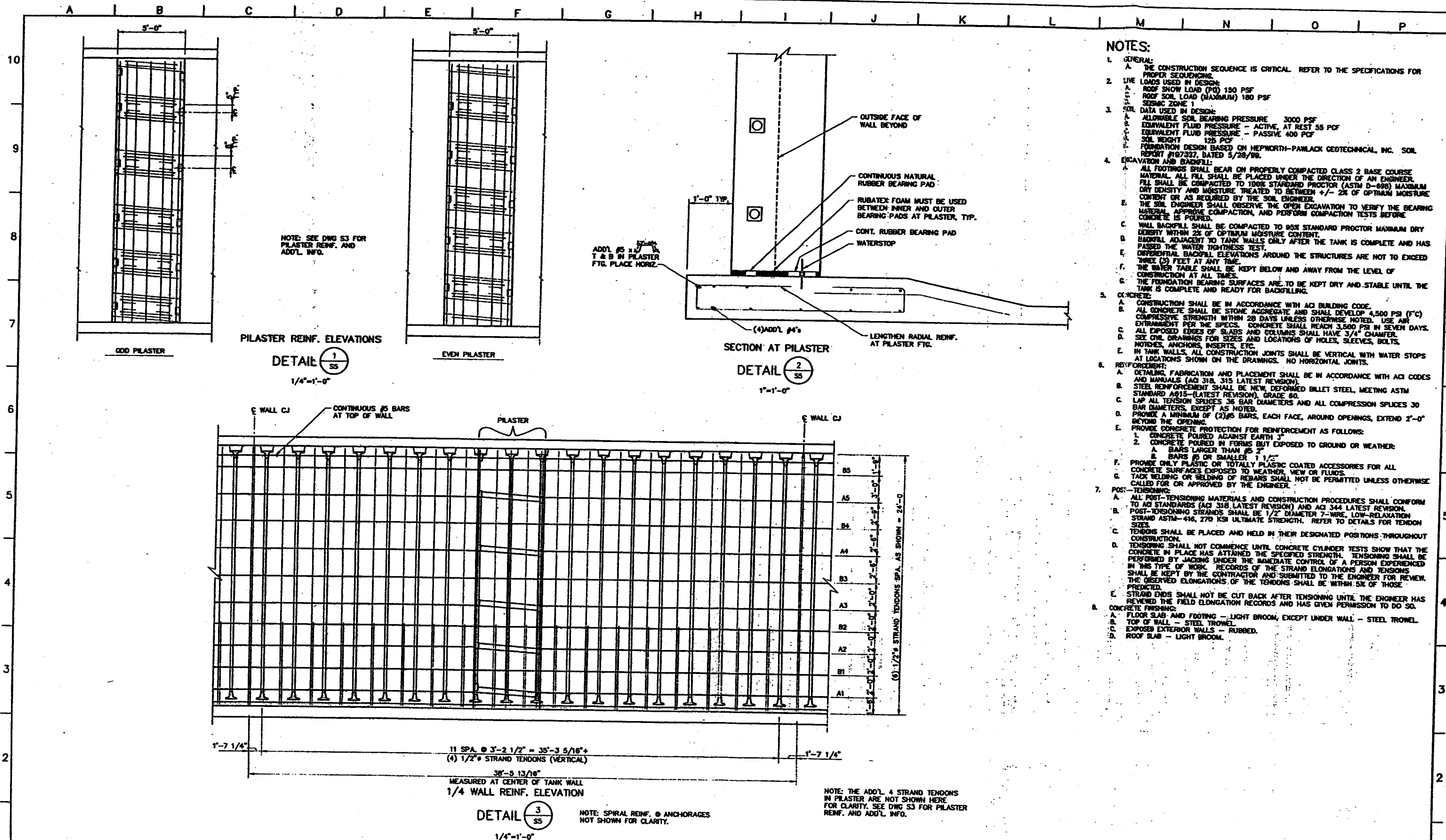
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ZONE	REV.	DESCRIPTION	BY	DATE	APP.

ROSE RANCH WATER STORAGE TANK

ROOF SLAB PLAN AND DETAILS

CAOFILE S7890006
 DATE 08-02-99
 OPERATOR JChesbro
 DRAWING NUMBER
S6
 SHEET NUMBER

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P



- NOTES:**
- GENERAL:
 - THE CONSTRUCTION SEQUENCE IS CRITICAL. REFER TO THE SPECIFICATIONS FOR PROPER SEQUENCING.
 - LIVE LOADS USED IN DESIGN:
 - ROOF SNOW LOAD (PS) 150 PSF
 - ROOF SOIL LOAD (MAXIMUM) 180 PSF
 - SEISMIC ZONE 1
 - DATA USED IN DESIGN:
 - ALLOWABLE SOIL BEARING PRESSURE 3000 PSF
 - EQUIVALENT FLUID BEARING PRESSURE - ACTIVE, AT REST 55 PCF
 - EQUIVALENT FLUID BEARING PRESSURE - PASSIVE 400 PCF
 - SOIL WEIGHT 125 PCF
 - FOUNDATION DESIGN BASED ON HEPWORTH-PANLACK GEOTECHNICAL, INC. SOIL REPORT #197327, DATED 5/28/99.
 - EXCAVATION AND BACKFILL:
 - ALL FOOTINGS SHALL BEAR ON PROPERLY COMPACTED CLASS 2 BASE COURSE MATERIAL. ALL FILL SHALL BE PLACED UNDER THE DIRECTION OF AN ENGINEER. FILL SHALL BE COMPACTED TO 100% STANDARD PROCTOR (ASTM D-698) MAXIMUM DRY DENSITY AND MOISTURE TREATED TO BETWEEN +/- 2% OF OPTIMUM MOISTURE CONTENT OR AS REQUIRED BY THE SOIL ENGINEER.
 - THE SOIL ENGINEER SHALL OBSERVE THE OPEN EXCAVATION TO VERIFY THE BEARING CAPACITY, APPROVE COMPACTION, AND PERFORM COMPACTION TESTS BEFORE CONCRETE IS POURED.
 - WALL BACKFILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY WITHIN 2% OF OPTIMUM MOISTURE CONTENT.
 - BACKFILL ADJACENT TO TANK WALLS ONLY AFTER THE TANK IS COMPLETE AND HAS PASSED THE WATER TIGHTNESS TEST.
 - DIFFERENTIAL BACKFILL ELEVATIONS AROUND THE STRUCTURES ARE NOT TO EXCEED THREE (3) FEET AT ANY TIME.
 - THE WATER TABLE SHALL BE KEPT BELOW AND AWAY FROM THE LEVEL OF CONSTRUCTION AT ALL TIMES.
 - THE FOUNDATION BEARING SURFACES ARE TO BE KEPT DRY AND STABLE UNTIL THE TANK IS COMPLETE AND READY FOR BACKFILLING.
 - CONCRETE:
 - CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI BUILDING CODE.
 - ALL CONCRETE SHALL BE STONE AGGREGATE AND SHALL DEVELOP 4,500 PSI (FC) COMPRESSIVE STRENGTH WITHIN 28 DAYS UNLESS OTHERWISE NOTED. USE AIR ENTRAINMENT PER THE SPECS. CONCRETE SHALL REACH 3,500 PSI IN SEVEN DAYS.
 - ALL EXPOSED EDGES OF SLABS AND COLUMNS SHALL HAVE 3/4" CHAMFER. SEE CIVIL DRAWINGS FOR SIZES AND LOCATIONS OF HOLES, SLEEVES, BOLTS, NOTES, ANCHORS, INSERTS, ETC.
 - IN TANK WALLS, ALL CONSTRUCTION JOINTS SHALL BE VERTICAL WITH WATER STOPS AT LOCATIONS SHOWN ON THE DRAWINGS. NO HORIZONTAL JOINTS.
 - REINFORCEMENT:
 - DETAILING, FABRICATION AND PLACEMENT SHALL BE IN ACCORDANCE WITH ACI CODES AND MANUALS (ACI 318, 315 LATEST REVISION).
 - STEEL REINFORCEMENT SHALL BE NEW, DEFORMED BILLET STEEL, MEETING ASTM STANDARD A615-LATEST REVISION, GRADE 60.
 - LAP ALL TENSION SPICES 36 BAR DIAMETERS AND ALL COMPRESSION SPICES 30 BAR DIAMETERS, EXCEPT AS NOTED.
 - PROVIDE A MINIMUM OF (2) #5 BARS, EACH FACE, AROUND OPENINGS, EXTEND 2'-0" BEYOND THE OPENING.
 - PROVIDE CONCRETE PROTECTION FOR REINFORCEMENT AS FOLLOWS:
 - CONCRETE POURED IN FERMS BUT EXPOSED TO GROUND OR WEATHER:
 - BARS LARGER THAN #5 2"
 - BARS #5 OR SMALLER 1 1/2"
 - PROVIDE ONLY PLASTIC OR TOTALLY PLASTIC COATED ACCESSORIES FOR ALL CONCRETE SURFACES EXPOSED TO WEATHER, VIEW OR FLUIDS.
 - TACK WELDING OR WELDING OF REBARS SHALL NOT BE PERMITTED UNLESS OTHERWISE CALLED FOR OR APPROVED BY THE ENGINEER.
- POST-TENSIONING:
 - ALL POST-TENSIONING MATERIALS AND CONSTRUCTION PROCEDURES SHALL CONFORM TO AS STANDARDS (ACI 318 LATEST REVISION) AND ACI 344 LATEST REVISION.
 - POST-TENSIONING STRANDS SHALL BE 1/2" DIAMETER 7-WIRE, LOW-RELAXATION STRAND ASTM-416, 270 KSI ULTIMATE STRENGTH. REFER TO DETAILS FOR TENDON SIZES.
 - TENDONS SHALL BE PLACED AND HELD IN THEIR DESIGNATED POSITIONS THROUGHOUT CONSTRUCTION.
 - TENSIONING SHALL NOT COMMENCE UNTIL CONCRETE CYLINDER TESTS SHOW THAT THE CONCRETE IN PLACE HAS ATTAINED THE SPECIFIED STRENGTH. TENSIONING SHALL BE PERFORMED BY JACKING UNDER THE IMMEDIATE CONTROL OF A PERSON EXPERIENCED IN THIS TYPE OF WORK. RECORDS OF THE STRAND ELONGATIONS AND TENSIONS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR REVIEW. THE OBSERVED ELONGATIONS OF THE TENDONS SHALL BE WITHIN .5% OF THOSE PREDICTED.
 - STRAND ENDS SHALL NOT BE CUT BACK AFTER TENSIONING UNTIL THE ENGINEER HAS REVIEWED THE FIELD ELONGATION RECORDS AND HAS GIVEN PERMISSION TO DO SO.
- CONCRETE FINISHING:
 - FLOOR SLAB AND FOOTING - LIGHT BROOM, EXCEPT UNDER WALL - STEEL TROWEL.
 - TOP OF WALL - STEEL TROWEL.
 - EXPOSED EXTERIOR WALLS - RUBBED.
 - ROOF SLAB - LIGHT BROOM.

BROWN AND CALDWELL
DENVER, COLORADO

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LINE IS 2 INCHES AT FULL SIZE (IF NOT 2" SCALE ACCORDINGLY)

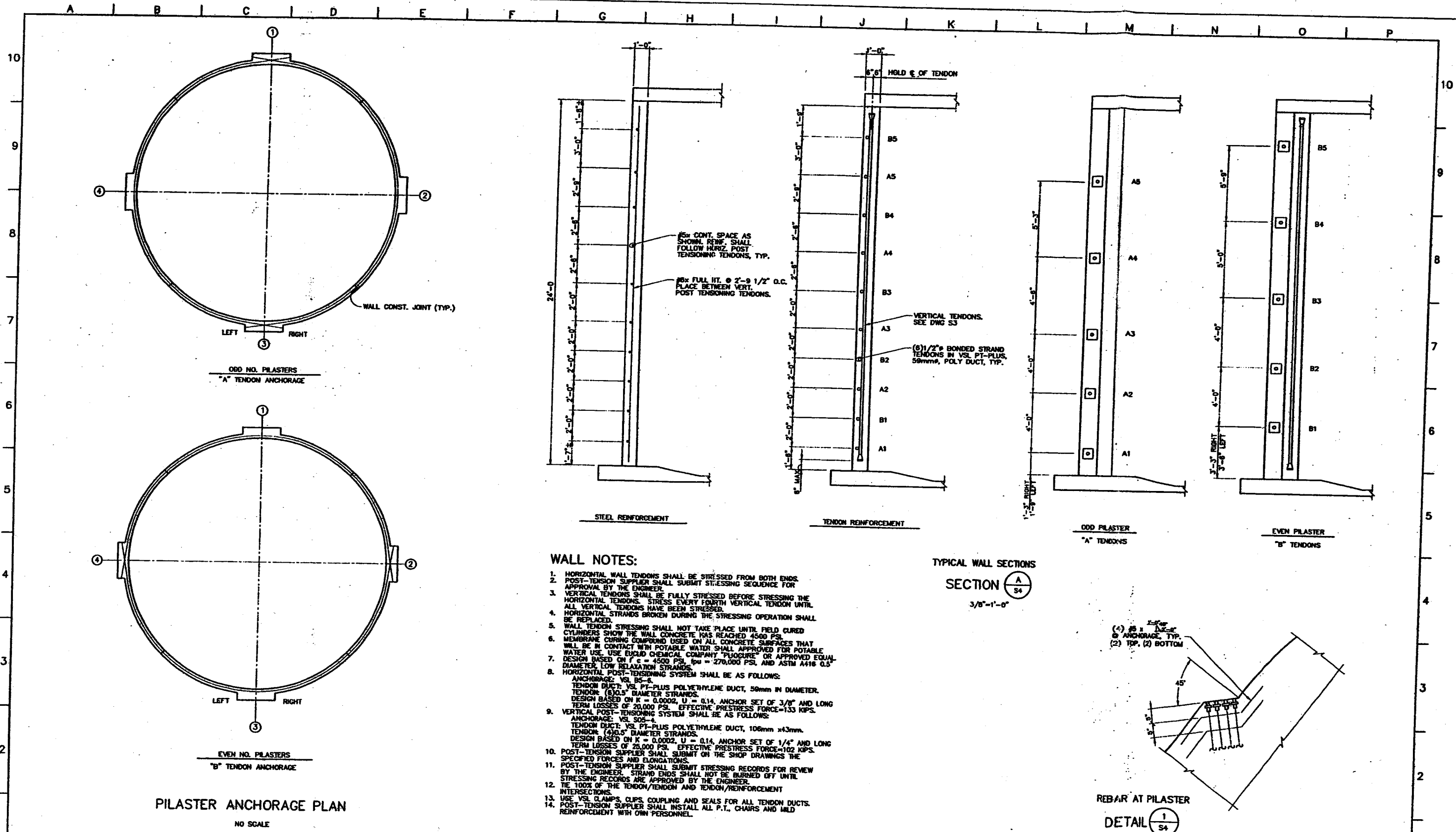
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ROSE RANCH
WATER STORAGE TANK

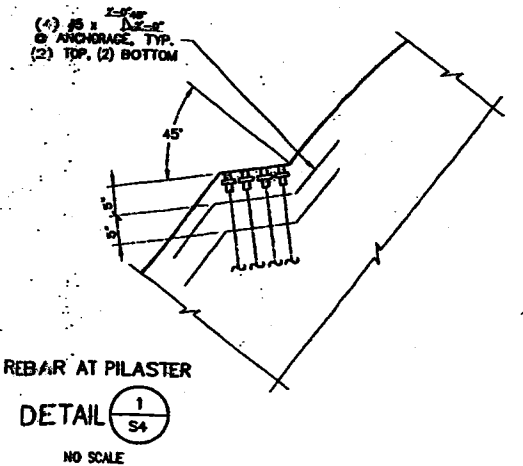
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DATE 08-02-99
OPERATOR J.Cheesbro
DRAWING NUMBER
S5
SHEET NUMBER



WALL NOTES:

- HORIZONTAL WALL TENDONS SHALL BE STRESSED FROM BOTH ENDS. POST-TENSION SUPPLIER SHALL SUBMIT STRESSING SEQUENCE FOR APPROVAL BY THE ENGINEER.
- VERTICAL TENDONS SHALL BE FULLY STRESSED BEFORE STRESSING THE HORIZONTAL TENDONS. STRESS EVERY FOURTH VERTICAL TENDON UNTIL ALL VERTICAL TENDONS HAVE BEEN STRESSED.
- HORIZONTAL STRANDS BROKEN DURING THE STRESSING OPERATION SHALL BE REPLACED.
- WALL TENDON STRESSING SHALL NOT TAKE PLACE UNTIL FIELD CURED CYLINDERS SHOW THE WALL CONCRETE HAS REACHED 4500 PSI.
- MEMBRANE CURING COMPOUND USED ON ALL CONCRETE SURFACES THAT WILL BE IN CONTACT WITH POTABLE WATER SHALL APPROVED FOR POTABLE WATER USE. USE EUCLID CHEMICAL COMPANY "PLUCURE" OR APPROVED EQUAL DIAMETER, LOW RELAXATION STRANDS.
- HORIZONTAL POST-TENSIONING SYSTEM SHALL BE AS FOLLOWS:
ANCHORAGE: VSL BS-6.
TENDON DUCT: VSL PT-PLUS POLYETHYLENE DUCT, 50mm IN DIAMETER.
TENDON (6) 1/2" DIAMETER STRANDS.
DESIGN BASED ON $K = 0.0002$, $U = 0.14$, ANCHOR SET OF 3/8" AND LONG TERM LOSSES OF 20,000 PSI. EFFECTIVE PRESTRESS FORCE=133 KIPS.
- VERTICAL POST-TENSIONING SYSTEM SHALL BE AS FOLLOWS:
ANCHORAGE: VSL S05-4.
TENDON DUCT: VSL PT-PLUS POLYETHYLENE DUCT, 106mm x 43mm.
TENDON (4) 1/2" DIAMETER STRANDS.
DESIGN BASED ON $K = 0.0002$, $U = 0.14$, ANCHOR SET OF 1/4" AND LONG TERM LOSSES OF 25,000 PSI. EFFECTIVE PRESTRESS FORCE=102 KIPS.
- POST-TENSION SUPPLIER SHALL SUBMIT ON THE SHOP DRAWINGS THE SPECIFIC FORCES AND ELONGATIONS.
- POST-TENSION SUPPLIER SHALL SUBMIT STRESSING RECORDS FOR REVIEW BY THE ENGINEER. STRAND ENDS SHALL NOT BE BURNED OFF UNTIL STRESSING RECORDS ARE APPROVED BY THE ENGINEER.
- THE 100% OF THE TENDON/TENDON AND TENDON/REINFORCEMENT INTERSECTIONS.
- USE VSL CLAMPS, CLIPS, COUPLING AND SEALS FOR ALL TENDON DUCTS.
- POST-TENSION SUPPLIER SHALL INSTALL ALL P.T., CHAIRS AND MILD REINFORCEMENT WITH OWN PERSONNEL.

TYPICAL WALL SECTIONS
SECTION **A**
3/8"-1'-0"



REBAR AT PILASTER
DETAIL **1**
NO SCALE

BROWN AND CALDWELL
DENVER, COLORADO

LINE IS 2 INCHES AT FULL SIZE (IF NOT 1/2" SCALE ACCORDINGLY)

FILE 17890

DRAWN JPC
DESIGNED SWH
CHECKED SWH

SUBMITTED: _____ DATE: _____
APPROVED: _____ DATE: _____
APPROVED: _____ DATE: _____

REVISIONS					
ZONE	REV.	DESCRIPTION	BY	DATE	APP.

ROSE RANCH
WATER STORAGE TANK

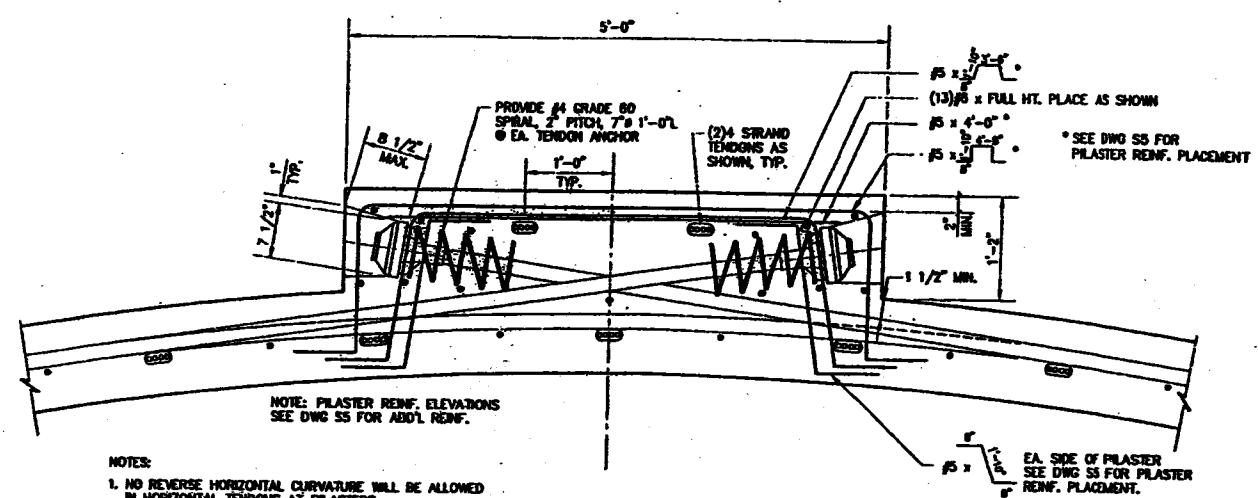
WALL SECTIONS AND
PILASTER ANCHORAGE PLAN

CADFILE 5780004
DATE 08-09-99
OPERATOR JChester
DRAWING NUMBER
S4
SHEET NUMBER

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P

10
9
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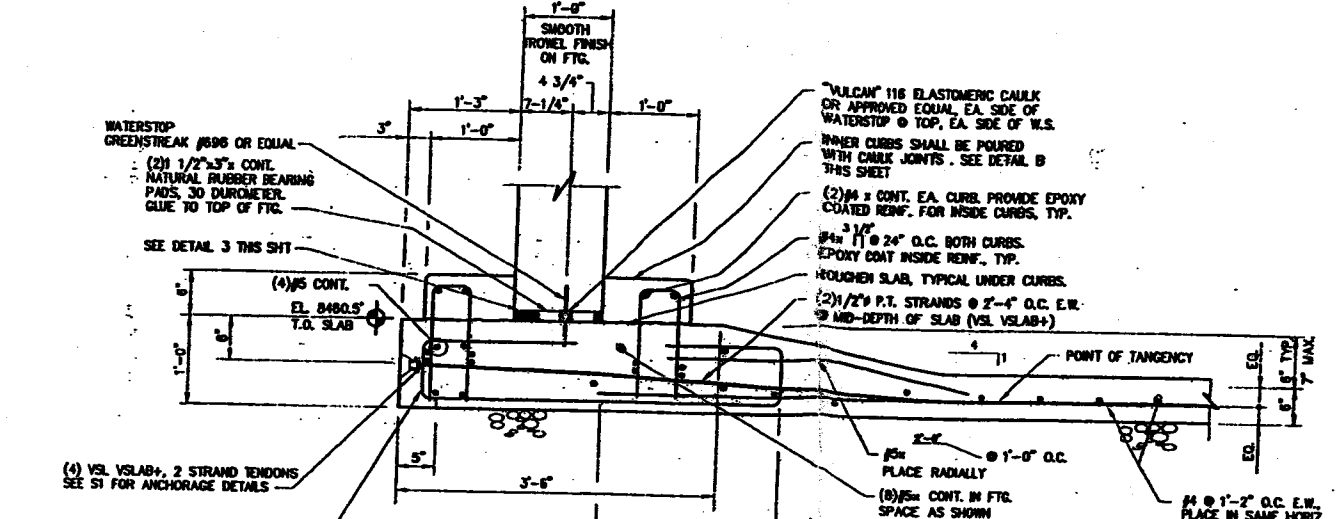
10
9
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1



NOTE: PILASTER REINF. ELEVATIONS SEE DWG S3 FOR ADDL. REINF.

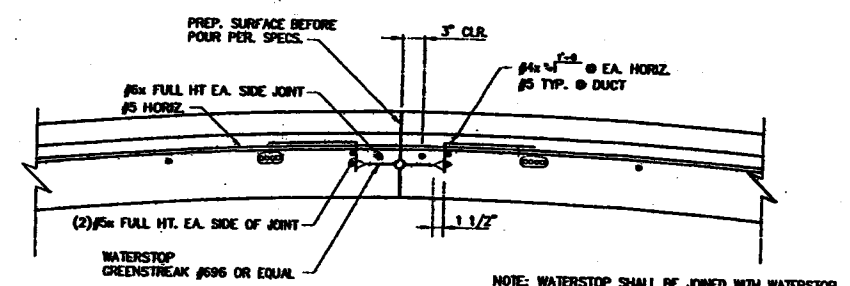
- NOTES:
1. NO REVERSE HORIZONTAL CURVATURE WILL BE ALLOWED IN HORIZONTAL TENDONS AT PILASTERS.
 2. BURN OFF STRESSING ENDS AND GROUT STRESSING POCKETS ONLY AFTER AUTHORIZATION BY ENGINEER.

PILASTER SECTION A-S3
1'-1'-0"



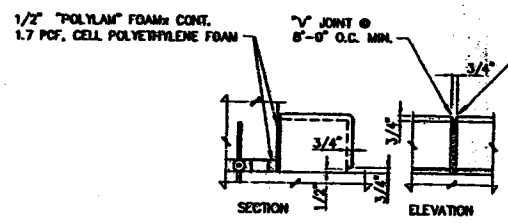
- NOTES:
1. SLAB SHALL BE WATER CURED. SEE SPECIFICATIONS FOR PROPER CURING PROCEDURE.
 2. CURBS SHALL BE POURED CONTINUOUS WITHOUT CONSTRUCTION JOINTS (EXCEPT AT JOINTS). A MINIMUM OF 14 DAYS AFTER WALL STRAND TENSIONING IS COMPLETE.
 3. EXCESS STRAND THAT REMAINS AFTER POST TENSIONING SHALL NOT BE CUT OFF UNTIL ENGINEER HAS GIVEN APPROVAL.
 4. BEFORE STRAND ANCHOR POCKETS CAN BE GROUTED, THEY SHALL BE CLEANED OF DIRT AND DEBRIS AND BONDING AGENT APPLIED. SEAL PER VSL VSLAB+ SYSTEM.
 5. NATURAL RUBBER BEARING PADS SHALL CONFORM TO ASTM D-2000, TYPE AA-320, 30 DURMETER. PADS SHALL BE FIELD JOINTED @ 100% INTERVALS. JOINTS SHALL BE CUT @ 45° AND BONDED WITH 'CONV' OR 'TRANG' ADHESIVE AND SHALL BE WATER TIGHT.

REINFORCING DETAIL 4-S3
1'-1'-0"



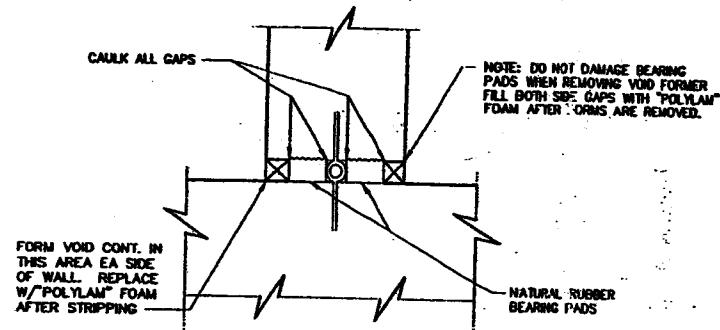
NOTE: WATERSTOP SHALL BE JOINED WITH WATERSTOP IN WALL FOOTING WITH FACTORY MADE FLAT TEES. NO SUBSTITUTION WILL BE ACCEPTED. FIELD JOINTS ARE BUTT JOINTS ONLY.

WALL JOINT DETAIL 1-S3
1'-1'-0"



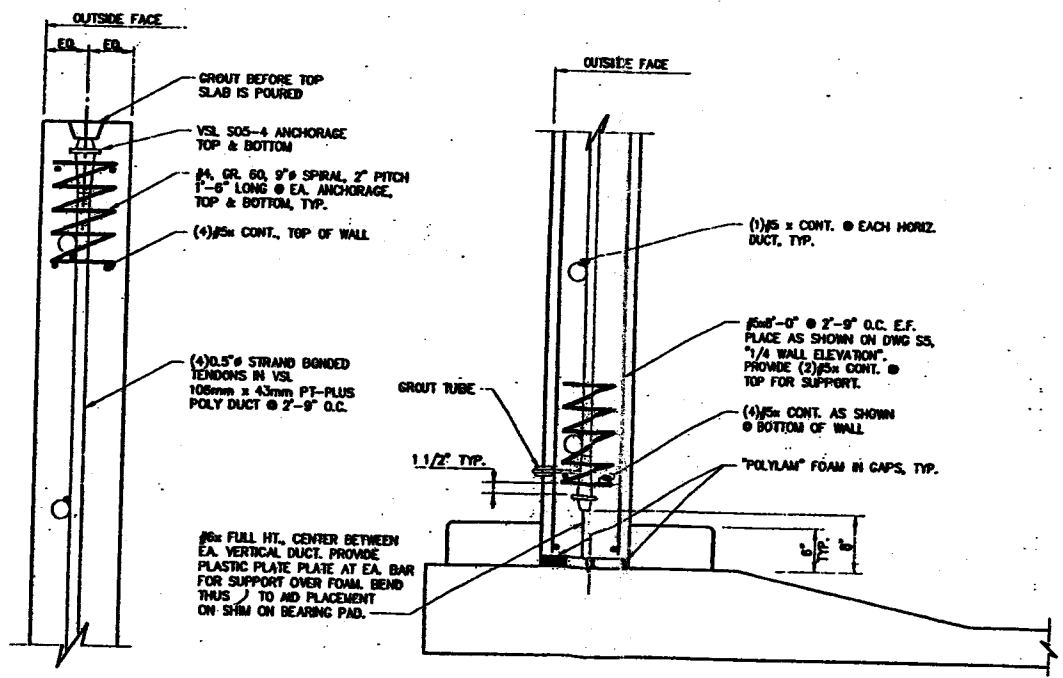
NOTE: CAULKING IS NOT REQ'D. AT TIME OF CONSTRUCTION UNLESS LEAKAGE IS EXCESSIVE AT WALL JOINT. SEE SPECS. FOR LEAK TEST INFORMATION.

INSIDE CURB DETAIL 2-S3
NO SCALE



NOTE: DO NOT DAMAGE BEARING PADS WHEN REMOVING VOID FORMER. FILL BOTH SIDE GAPS WITH 'POLYLAM' FOAM AFTER FORMS ARE REMOVED.

WALL BASE DETAIL 3-S3
NO SCALE



NOTE: P.T. SUPPLIER MAY ADD ADDITIONAL REINF. @ WALL CENTER FOR SUPPORT OF TENDONS IF NECESSARY.

VERTICAL TENDON ANCHORAGE DETAIL 5-S3
1'-1'-0"

BROWN AND CALDWELL
DENVER, COLORADO

LINE IS 2 INCHES AT FULL SIZE (IF NOT 2" SCALE ACCORDINGLY)
FILE 17890
DRAWN JPC
DESIGNED SWH
CHECKED SWH
CHECKED

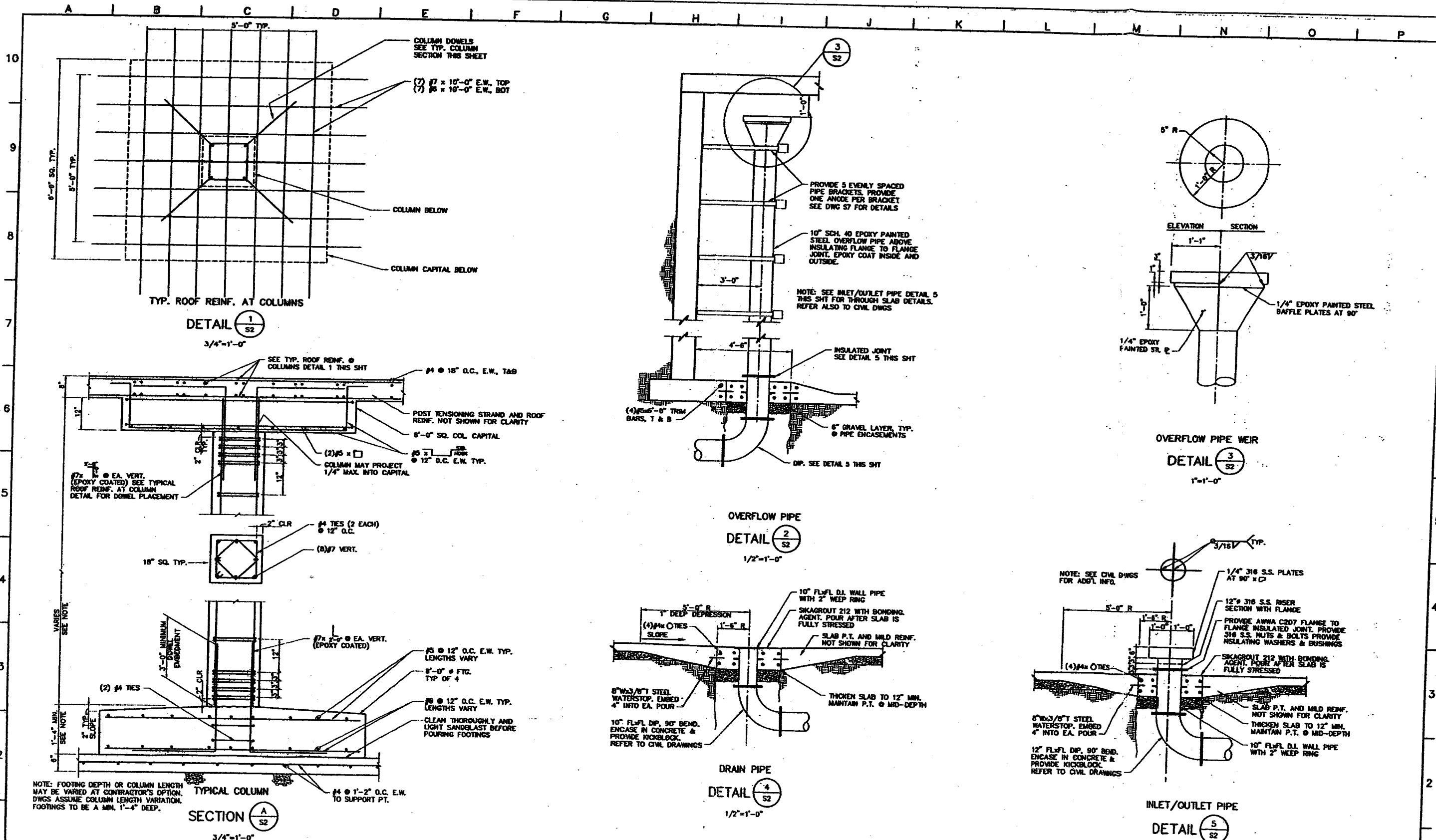
REVISIONS				
ZONE	REV.	DESCRIPTION	BY	DATE

ROSE RANCH
WATER STORAGE TANK

WALL AND PILASTER DETAILS

CADFILE 57890003
DATE 06-29-99
OPERATOR Tbruder
DRAWING NUMBER
S3
SHEET NUMBER

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P



BROWN AND CALDWELL
DENVER, COLORADO

LINE IS 2 INCHES AT FULL SIZE (IF NOT 2" SCALE APPROXIMATELY)

FILE 17890

DRAWN JPC
DESIGNED SWH
CHECKED SWH

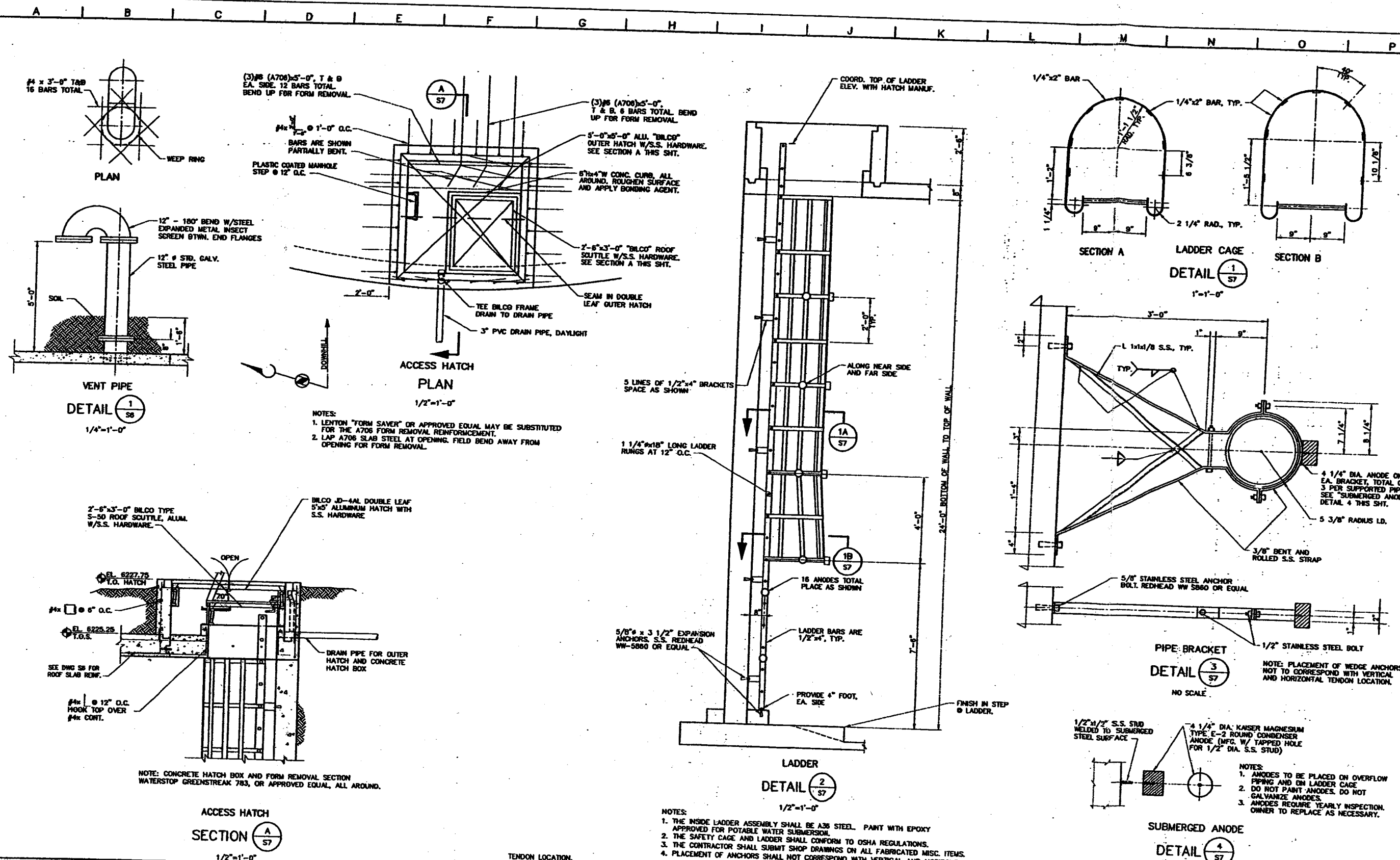
REVISIONS					
ZONE	REV.	DESCRIPTION	BY	DATE	APP.

ROSE RANCH
WATER STORAGE TANK

DETAILS

CADFILE 57860002
DATE 08-02-99
OPERATOR J.Cheesbro
DRAWING NUMBER
S2
SHEET NUMBER

TLBLK



- NOTES:
 1. THE INSIDE LADDER ASSEMBLY SHALL BE A36 STEEL, PAINT WITH EPOXY APPROVED FOR POTABLE WATER SUBMERSION.
 2. THE SAFETY CAGE AND LADDER SHALL CONFORM TO OSHA REGULATIONS.
 3. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL FABRICATED MISC. ITEMS.
 4. PLACEMENT OF ANCHORS SHALL NOT CORRESPOND WITH VERTICAL AND HORIZONTAL TENDON LOCATION.

BROWN AND CALDWELL
 DENVER, COLORADO

FILE 17890

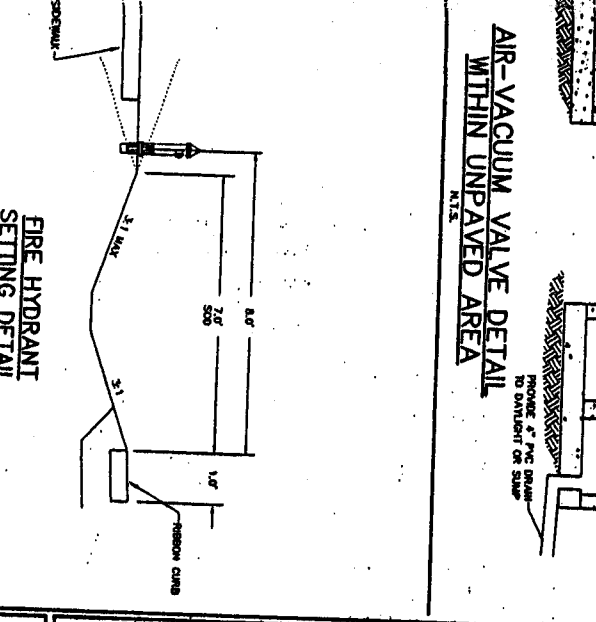
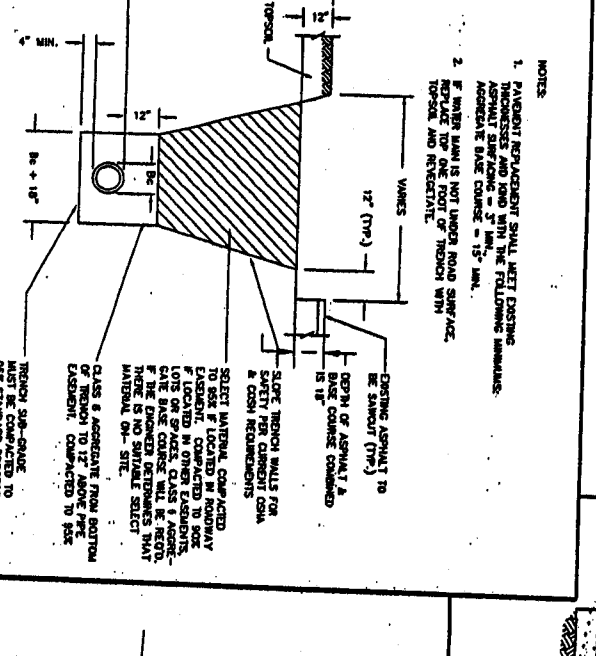
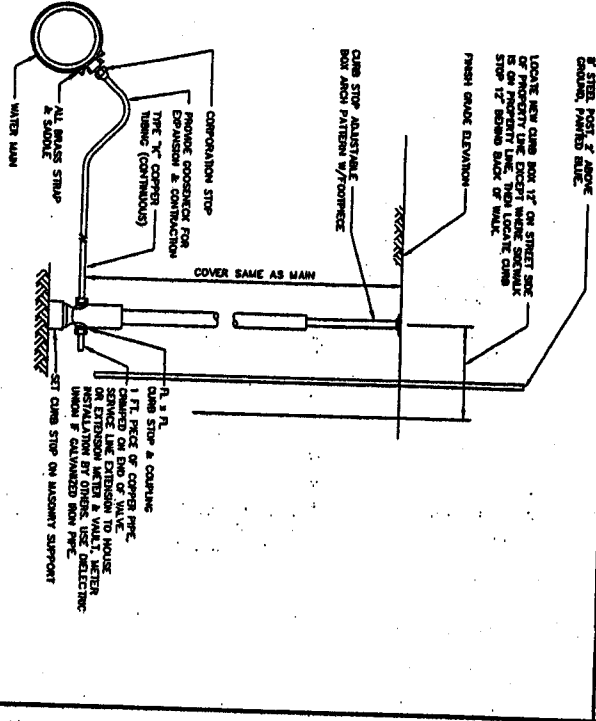
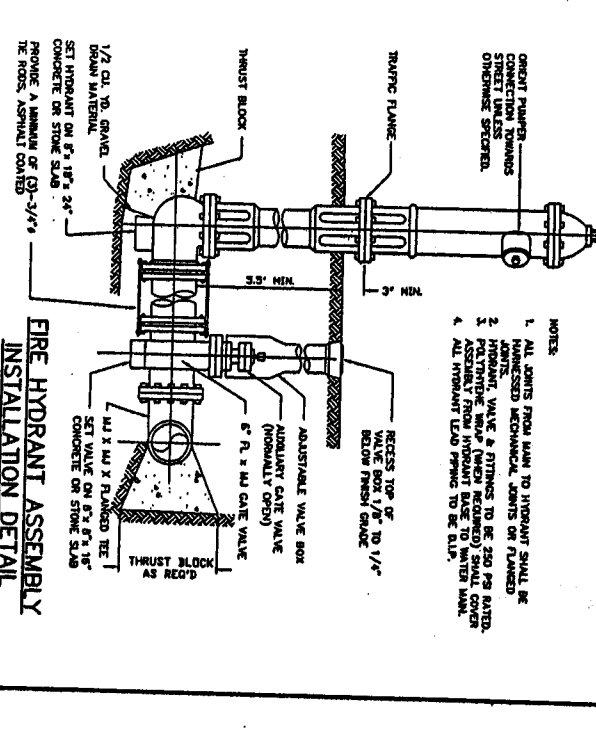
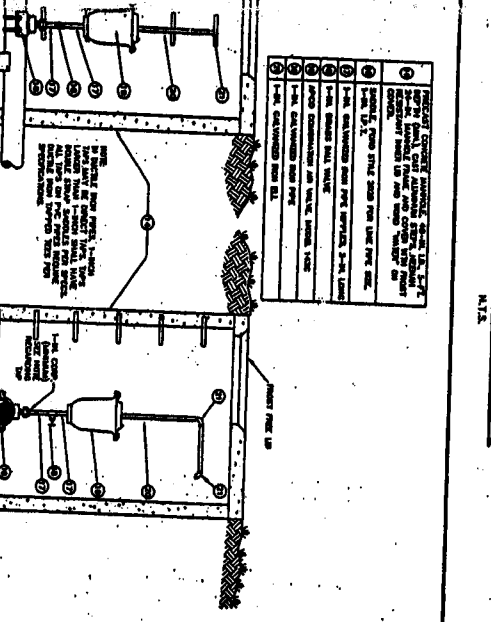
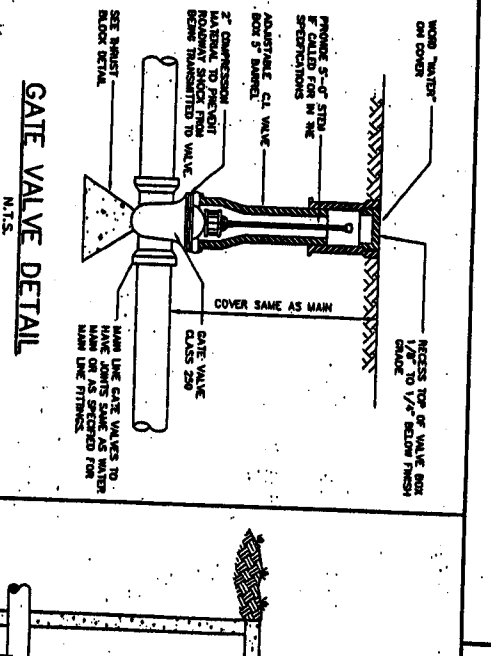
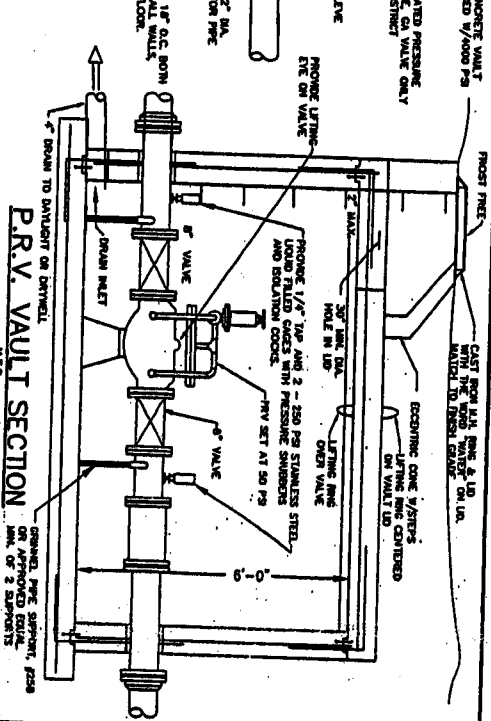
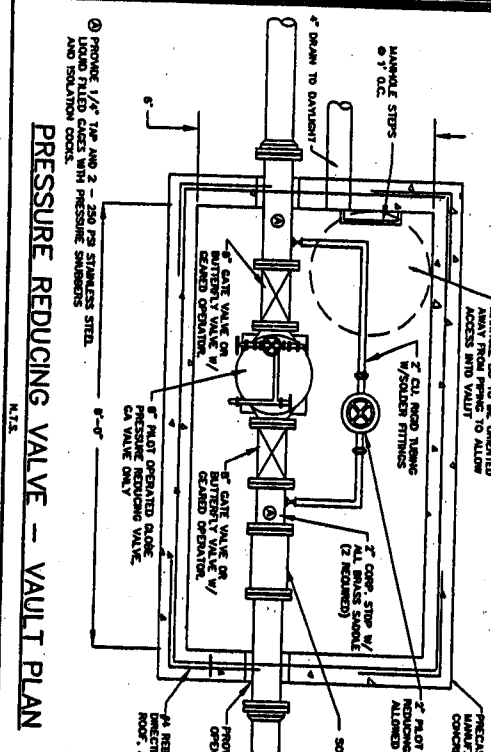
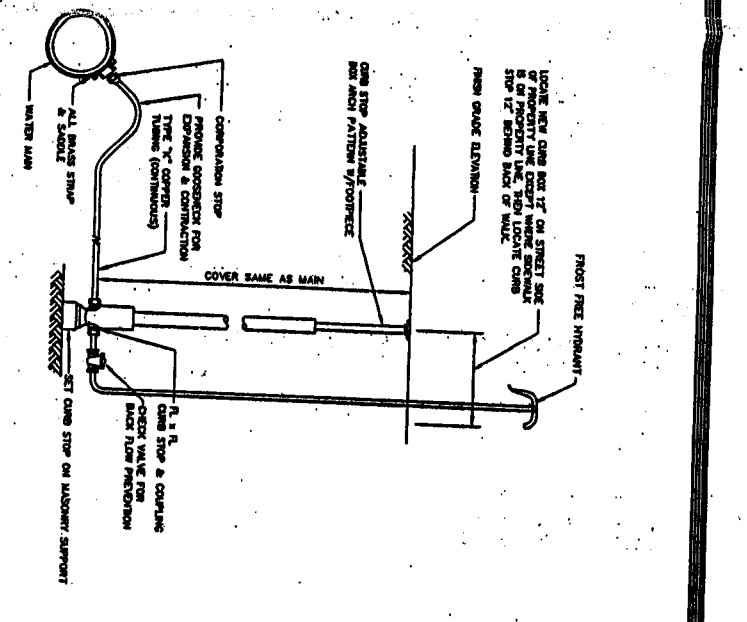
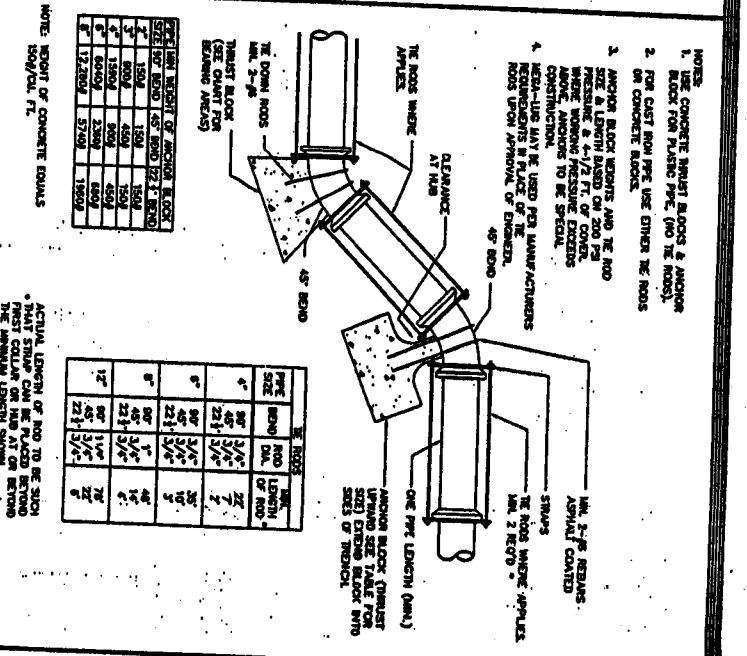
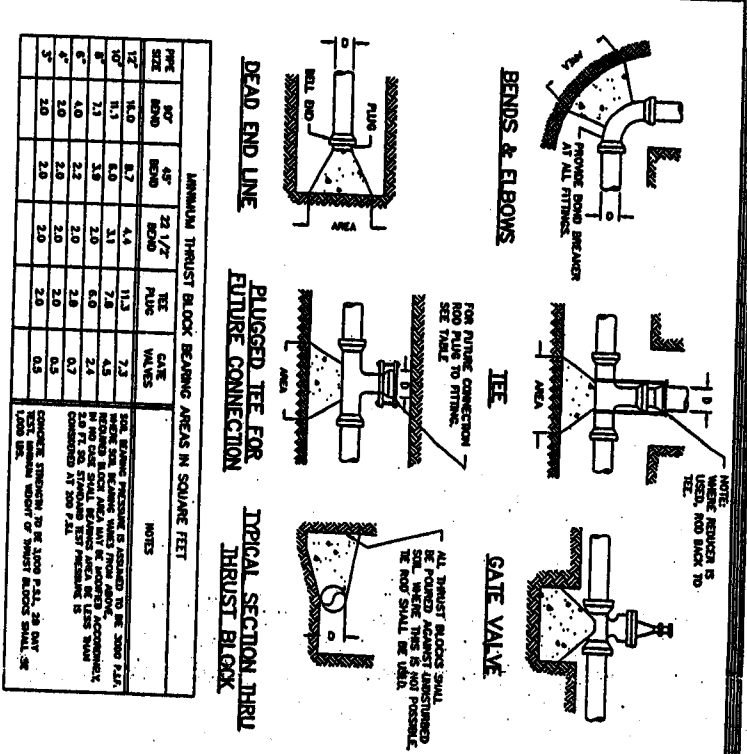
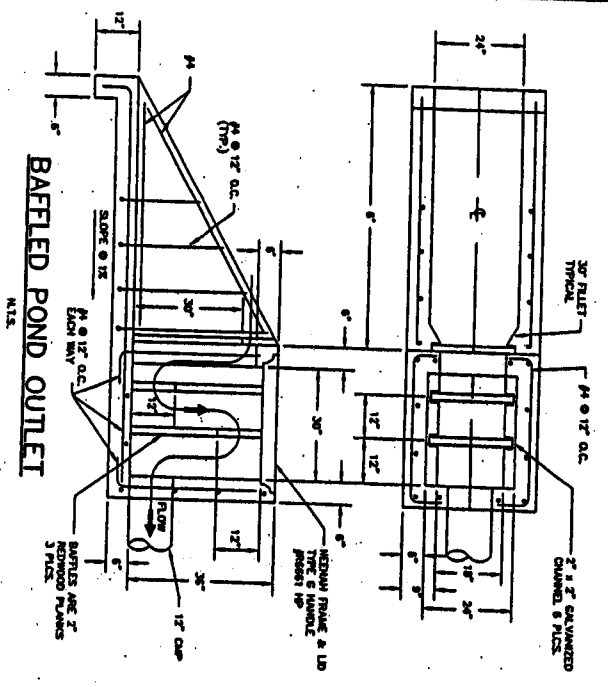
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CHECKED	

REVISIONS				
ZONE	REV.	DESCRIPTION	BY	DATE

ROSE RANCH
 WATER STORAGE TANK

MISCELLANEOUS DETAILS

CAOFFILE 57890007
 DATE 08-02-99
 OPERATOR J.Cheney
 DRAWING NUMBER
S7
 SHEET NUMBER
 7



ROARING FORK INVESTMENTS, L.L.C.
GARFIELD COUNTY, COLORADO
ROSE RANCH P.U.D. PHASE 1
POTABLE WATER MAIN OFF-SITE PLAN



HCH COUNTY ENGINEERING, INC.
322 CORNER AVENUE
DENVER, COLORADO 80202
(303) 442-8278 FAX (303) 442-8888

DES.	EPT	DES.	EPT
DR.	EPT	DR.	EPT
CK.	DRC	CK.	DRC
FILE.	POS	FILE.	POS

NO.	DATE	REVISION
1	1/28/02	ACCEPTANCE DRAWINGS

LEGEND

- PROPOSED ROAD R.O.W.
- PROPOSED PROPERTY LINE
- PROPOSED 12" WATER PIPE
- EXISTING ASPHALT

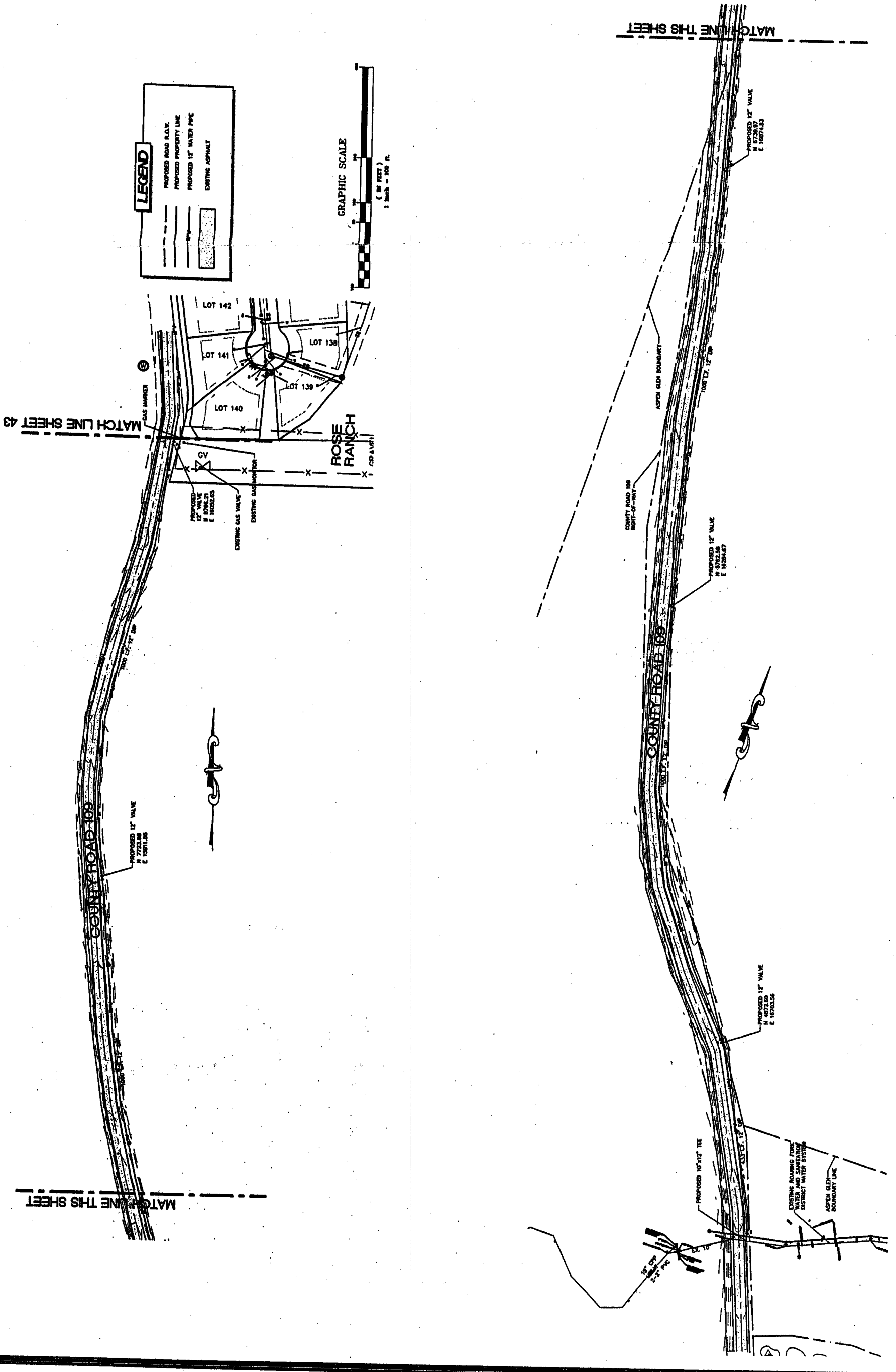


Exhibit H
(Oversizing Costs)

ROSE BRANCH UNIT

COST ANALYSIS FOR OVERSIZING WATER MAINS

March 27, 2002

HCE JOB NO: 97042.10

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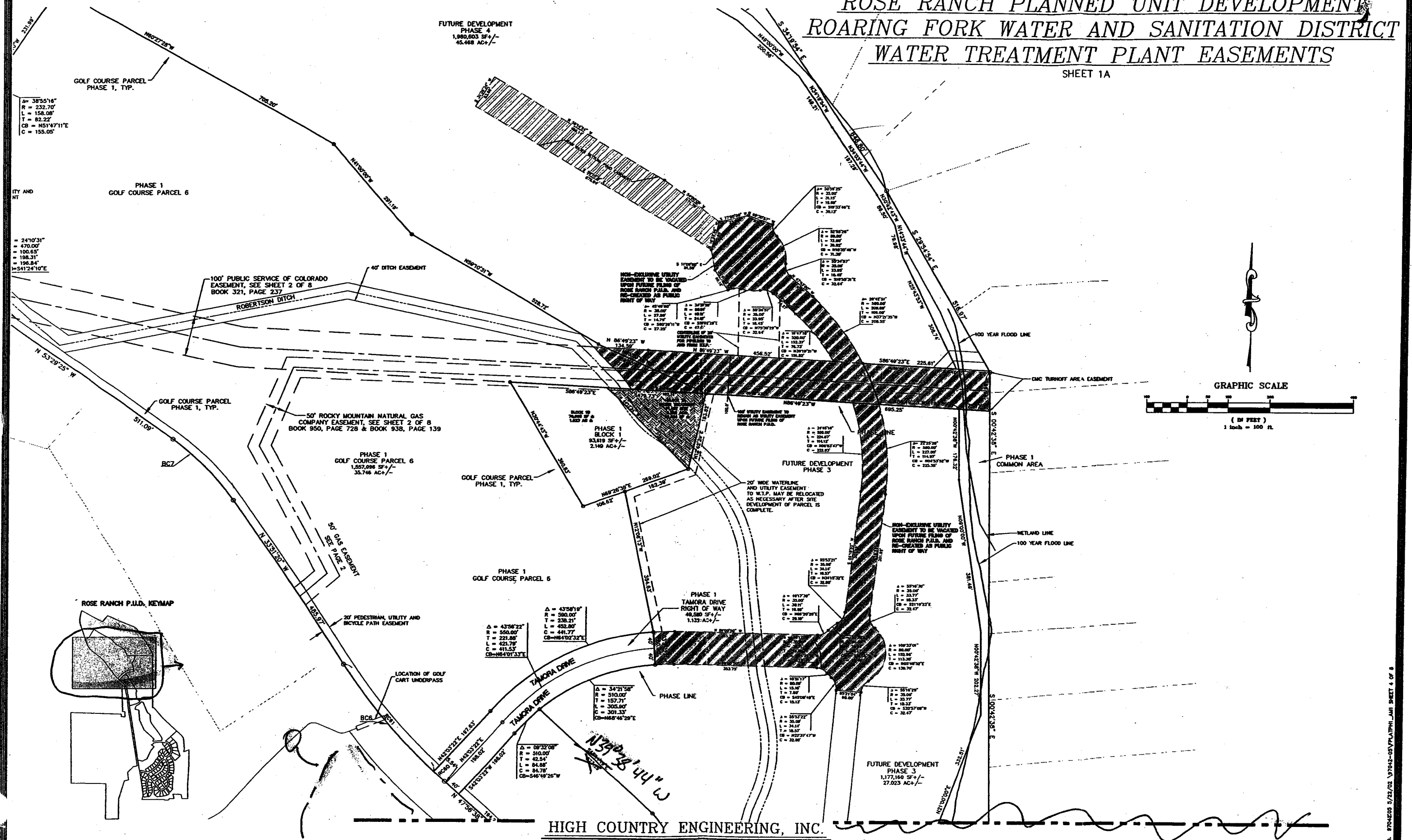
ITEM	QUANTITY	UNIT	UNIT COST	COST
Domestic Water - As Built				
12" DIP Waterline	5,739	L.F.	41.83	240,054.00
10" DIP Waterline	9,016	L.F.	36.91	332,780.56
12" Gate Valve	9	Each	1,200.00	10,800.00
10" Gate Valve	29	Each	850.00	24,650.00
			SUBTOTAL	608,284.56
Domestic Water - As Required				
8" DIP Waterline	14,755	L.F.	32.20	475,104.56
8" Gate Valve	38	Each	617.00	23,446.00
			SUBTOTAL	498,550.56
ADDITIONAL COST REQUIRED TO OVERSIZE LINES				109,734.00

8-inch and 10-inch DIP was used throughout the project in place of 8-inch to accommodate future development
it is not a part of this development.

Exhibit I
(Surface Diversion and Water Treatment Plant Facilities Easements)

EXHIBIT
ROSE RANCH PLANNED UNIT DEVELOPMENT
ROARING FORK WATER AND SANITATION DISTRICT
WATER TREATMENT PLANT EASEMENTS

SHEET 1A



$\Delta = 38^{\circ}55'16''$
 $R = 232.70'$
 $L = 158.08'$
 $T = 82.22'$
 $CB = N51^{\circ}47'11''E$
 $C = 155.05'$

$\Delta = 24^{\circ}10'31''$
 $R = 470.00'$
 $L = 100.65'$
 $T = 198.31'$
 $C = 196.84'$
 $CB = S41^{\circ}24'10''E$

FUTURE DEVELOPMENT
 PHASE 4
 1,980,603 SF +/-
 45.468 AC +/-

PHASE 1
 GOLF COURSE PARCEL 6

PHASE 1
 GOLF COURSE PARCEL 6
 1,257,096 SF +/-
 28.746 AC +/-

PHASE 1
 GOLF COURSE PARCEL 6

PHASE 1
 TAMORA DRIVE
 RIGHT OF WAY
 48,580 SF +/-
 1.133 AC +/-

FUTURE DEVELOPMENT
 PHASE 3
 1,171,160 SF +/-
 27.023 AC +/-

$\Delta = 43^{\circ}56'22''$
 $R = 550.00'$
 $L = 221.88'$
 $T = 421.78'$
 $C = 411.53'$
 $CB = N64^{\circ}07'33''E$

$\Delta = 34^{\circ}21'56''$
 $R = 510.00'$
 $L = 157.71'$
 $T = 305.30'$
 $C = 301.33'$
 $CB = N68^{\circ}46'29''E$

$\Delta = 59^{\circ}32'08''$
 $R = 510.00'$
 $L = 42.54'$
 $T = 84.88'$
 $C = 84.78'$
 $CB = S46^{\circ}49'25''W$

$\Delta = 59^{\circ}32'08''$
 $R = 510.00'$
 $L = 42.54'$
 $T = 84.88'$
 $C = 84.78'$
 $CB = S46^{\circ}49'25''W$

$\Delta = 59^{\circ}32'08''$
 $R = 510.00'$
 $L = 42.54'$
 $T = 84.88'$
 $C = 84.78'$
 $CB = S46^{\circ}49'25''W$

$\Delta = 59^{\circ}32'08''$
 $R = 510.00'$
 $L = 42.54'$
 $T = 84.88'$
 $C = 84.78'$
 $CB = S46^{\circ}49'25''W$

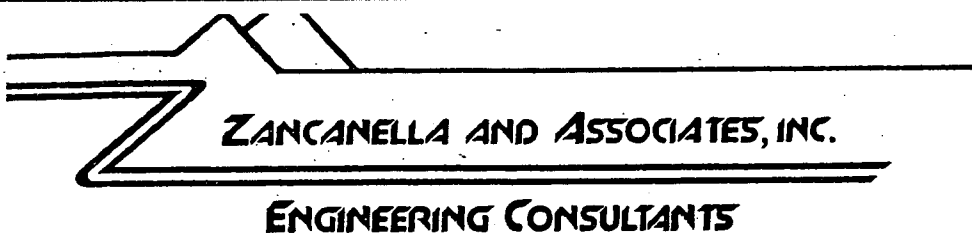
$\Delta = 59^{\circ}32'08''$
 $R = 510.00'$
 $L = 42.54'$
 $T = 84.88'$
 $C = 84.78'$
 $CB = S46^{\circ}49'25''W$

HIGH COUNTRY ENGINEERING, INC.

CONSULTING ENGINEERS AND SURVEYORS
 1517 BLAKE AVENUE, SUITE 101
 GLENWOOD SPRINGS, COLORADO 81601
 (970) 945-8676

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IF YOU FIRST DISCOVER ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ROSE RANCH P.U.D. 8704208 5/25/02 137042-05VPLA1PH1_A11 SHEET 4 OF 8



February 20, 1998

Mr. Mark Bean
Garfield County Planning Department
109 Eight Street, Ste. 303
Glenwood Springs, CO 81601

Re: **Rose Ranch PUD - Water Supply**

Dear Mark:

On behalf of Roaring Fork Investments (RFI), Zancanella and Associates, Inc. has completed investigations related to the available water resources for the proposed Rose Ranch PUD. We have prepared this letter report to summarize our review. After comparing the demands of the development versus available resources, it is our opinion that an adequate supply is available to the development.

The proposed Rose Ranch PUD is located along the Roaring Fork River on approximately 440 acres and is proposed for development of 292 residential units and a golf course. The general location of the site is shown on Figure 1. The golf course will incorporate the existing 9-hole Westbank Golf Course into a single 18-hole course. The majority of the property at the development will remain in open space. Ponds constructed at the site will serve primarily as aesthetic features but will have the ability to provide back up operational storage for augmentation uses. The primary storage water for augmentation purposes will be provided by a West Divide Water Conservancy District (WDWCD) contract.

The development of a water supply plan requires identification of the various water demands, the source and reliability of the physical supply of water, and support of adequate water rights to prevent administrative curtailment. The water demands of the PUD were calculated using standard engineering procedures combined with the available development data from the sketch plan submittal. The physical supply to the PUD will be through surface diversions from the Roaring Fork River which has historically provided an excellent source of physical supply. The water rights for the project include junior rights applied to the water court in Case No. 97CW236 for on-site ponds and surface diversions, existing senior irrigation rights in the Robertson Ditch historically used at the Rose Ranch and Westbank Golf Course, senior irrigation rights in the Glenwood Ditch transferred to the PUD in Case No. 96CW319, and a water supply contract from the WDWCD (court cases and contract attached as Appendix A).

WATER DEMANDS

The water supply for the development will vary by demand type. Irrigation water will be required for the golf course and lawn areas, potable water supplies for consumable "in-house" uses, and pond evaporation replacement diversions for the water features. The physical supply for these demands is proposed to be provided by an independent potable water system for in-house uses and a separate raw water delivery system for irrigation and pond evaporation. The delivery of water to the site and the two systems will be provided by a combination of sources including the Robertson Ditch and a river pump station. RFI has removed a well field option from the water supply plan to address groundwater concerns raised by neighboring land owners.

Potable Water Demands - In House

In our analysis, a Equivalent Residential Unit (EQR), rating system is utilized to estimate the residential water demands. The EQR system is often used in water planning to convert uses into standard demands which can be used to convert various types of proposed water uses into a total project demand. From a planning standpoint and for water rights administration, the mix of uses can vary as long as the total water use and consumption amounts do not exceed the EQR estimates. For purposes of this analysis and for comparison of wastewater treatment requirements, we have calculated the development demands by using a EQR definition for in-house uses only.

Population data has indicated that the average household population in Garfield County has been declining over the last couple of decades from approximately 3.0 people to the current 2.6 people per home. We have assumed that each household (EQR) at the PUD will consist of 3.0 people each using 100 gallons of water per day. In addition to the proposed 292 lots, we have allotted 15 EQR's to cover the golf course's clubhouse demands. The EQR total of 307 (292 +15) was further adjusted upwards (= 7%) to 330 EQR's to account for minor additional demands in the PUD (i.e. community facilities, daycare, etc.)

The total in-house water demand of 330 EQRs is equal to 110.9 acre-feet per year. In-house use water consumption was assumed to be 5% of diversions resulting in a depletion to the stream of 5.5 acre-feet per year. Monthly diversion and consumption demands are summarized in the attached Table 1. This amount also represents the amount of water that would be contributed to wastewater flows and should be used for comparison with the waste water flow treatment requirements from the PUD.

Potable Water Demands - Outside

We have conservatively included an allotment for minimal outside uses (car washing, landscaping, etc.) for each EQR from the potable water system. This allowance enables the homeowners to use additional "clean water" for outside uses rather than the raw water available from the irrigation system. We have estimated that these uses would be equivalent to the irrigation demands of 500 ft² per EQR for a total area of 3.8 acres. Using a crop consumption demand of 2.13 acre-feet per acre the consumption to the stream would be 8.1 acre-feet per year. At a 70% application efficiency the diversion requirement is estimated to be 11.5 acre-feet per year, as shown in Table 1.

Raw Water Demands - Irrigation

Residential raw water irrigation demands were estimated to be 58 acres based on the density of the development and the relationship of non-impervious area versus density levels in urban areas determined by the Soil Conservation Service. An additional 7 acres of irrigated area were conservatively included as a contingency to provide for park, playgrounds, garden areas, and landscaped green belt areas within the development. The total irrigated area from the raw water system other than the golf course is 65 acres. At 2.13 feet of demand, the annual consumption is 138.3 acre-feet with a diversion requirement of 197.6 acre-feet at an application efficiency of 70%. Monthly demands are shown in Table 1.

Golf course irrigated areas can range from 90 acres to 150 acres. The higher irrigated area is associated with courses that have extensive rough area development and irrigation between holes while the smaller irrigated courses typically only irrigate fairways, tee boxes, and greens. The golf course design is currently in the conceptual stage. Based on the discussions with golf course designer, the water demand was conservatively estimated to be based on 130 acres of irrigated area. This includes irrigation of 18 holes, practice facilities, clubhouse, and other golf course facilities. We believe the irrigated area of 130 acres represents the high end of potential irrigated area and will conservatively be used for water supply planning purposes.

We have assumed that the golf season will be extended to provide as long of a playing season as possible. Therefore, we have included water demands in March and November to protect against curtailment during warmer or drier weather periods during these shoulder periods of the irrigation season. The golf course irrigation demand was estimated to be 2.31 acre-feet/acre. The consumptive demands for the golf course totals 298.4 acre-feet per year. Golf course diversion requirements, at a 70% irrigation application efficiency, totals 462 acre-feet per year as summarized in Table 1.

Pond Evaporation

The ponds at the development are primarily intended to serve as aesthetic features. Diversions into the ponds will be required to replace evaporative losses. The amount of evaporation is a function of surface area and unit evaporation rates. The water surface area of the ponds at the existing golf course is approximately 8.0 acres. The additional pond surface area identified on the PUD sketch plan is approximately 5.0 acres. We have estimated the total pond surface area for the PUD to be 15.0 acres for water supply planning purposes. The larger area will account for evaporation from delivery laterals used to supply the water features at the development. The unit evaporation demand was estimated to be 2.57 acre-feet per acre as determined from the National Weather Service evaporation atlas and then reduced to account for effective precipitation. The evaporation demand is estimated to be 38.5 acre-feet per year.

Total Demands

As summarized in Column (6) of Table 1, the annual diversion requirements of the entire development totals 784.7 acre-feet per year. The average monthly diversion amounts vary between 0.2 cfs during the winter months to a peak of 2.6 cfs during June. The individual diversion components are illustrated graphically on Figure 2. The historic average diversions of the Robertson Ditch for the Rose Ranch and Westbank Golf Course (8.67 cfs of 16.5 cfs) are also shown on Figure 2 and illustrates that the total water diversion demands from the proposed development are less than the historic irrigation diversions to the historic ranch properties.

PHYSICAL SUPPLY

The physical water supply to the development will be provided by diversions from the Roaring Fork River through the existing Robertson Ditch and the Posy Pump and Pipeline to be constructed at the PUD. The Roaring Fork River will provide an excellent source of physical supply to the project. Both the ditch and the pump & pipeline can be designed to deliver water directly to the developments water treatment plant or a pond adjacent to the plant. The pond can be used as a settling pond prior to diversions entering the water treatment plant. The location of the ditch turnout, Posy Pump & Pipeline, and water treatment plant are shown on the sketch plan. The Robertson Ditch and ponds will also be used to regulate diversions into the raw irrigation system for the development and golf course.

The capacity of the water treatment plant will have to meet the potable water demands of the PUD. The peak monthly demand from the potable system is 12.0 acre-feet per in July. The average diversion rate for July would be approximately 0.196 cfs (126,000 gallons per day). Assuming a peak day factor of approximately 2.0, a 250,000 gallon per day plant combined with potable water storage will adequately serve the development. The pump

station and treatment plant location have been identified on the sketch plan.

AVAILABLE WATER RESOURCES

The Rose Ranch PUD water rights include the development of junior water rights and multiple senior irrigation and storage water rights. Junior rights include application for storage rights on site, and for the Posy Pump and Pipeline diverting from the Roaring Fork River. Senior water rights available to RFI include: (A) irrigation rights in the Robertson Ditch historically used at the Rose property and Westbank Golf Course; (B) irrigation water rights in the Glenwood Ditch transferred to the PUD; and (C) stored water available from a contract with the WDWCD. The attached Table 2 summarizes the water rights which will be used in the water supply plan. Relevant decrees for the above mentioned water rights and the WDWCD contract are attached in Appendix A.

The consumptive use of water for the PUD has been calculated to be 488 .7 acre-feet per year as summarized in column (13) of Table 1 and illustrated graphically in Figure 3. The majority of the consumptive use is attributable to irrigation from the raw water supply system. The consumptive use represents the potential amount of water which could be removed from the stream system. Sufficient water rights will be required to offset the consumptive use during periods when downstream senior water rights are placing administrative calls.

Historically, sufficient physical flows have existed from the Roaring Fork River to satisfy the irrigation water rights of ranches along the valley floor. For junior water rights, administration has been controlled by several large Colorado River irrigation and power rights located near Grand Junction collectively referred to as the "Cameo" call. The Cameo call typically occurs from spring through late fall. We have assumed a year round call will be in effect on the Rose Ranch PUD junior rights (Posy Pump & Pipeline and Ponds) from the Cameo call and from the potential development of large conditional rights downstream on the Colorado River. The senior irrigation rights of the water supply plan have historically not experienced calls from the Colorado River and are considered reliable water right supplies. The water rights available to the PUD can be utilized in the following manner;

Water Rights	PUD use
Robertson Ditch	Portion used for continued irrigation of Golf course and residences.
Robertson Ditch	Portion changed for direct use or augmentation of potable uses, pond filling, and evaporation.
Glenwood Ditch	Continued irrigation.
WDWCD Contract	Augment potable uses, pond evaporation, and shoulder season irrigation.
Jr. Storage Rights	On-site ponds primarily aesthetic, back up source of augmentation.
Jr. Surface Diversion	Provide secondary physical source to municipal uses, augmented by Robertson Ditch or storage releases.

The following Table 3 summarizes the PUD's consumptive demands and the available consumptive use credits which could be realized to offset stream depletions. The senior water rights combined with the available storage water from the WDWCD contract exceed the demands of the development by 104 acre-feet. It is our opinion that the PUD has more than adequate water right resources available to meet the future demand levels of the PUD and these rights will not be administratively curtailed by downstream Colorado River water rights. The consumptive use demand breakdown and the water right replacement sources are shown in Figures 3 and 4, respectively.

**Table 3
Rose Ranch Consumptive Use Summary**

Consumptive Demands Ac-Ft							Replacement Credits Ac-Ft				
Month	Potable System		Raw Water System			Demand Total	Rose Ranch & WBGC in Robertson Ditch	Glenwood Ditch	WDWCD	Supply Total	Supply vs. Demand Excess
	In-House	"Out side"	Res & Park Irrig	Golf Course Irrig	Pond Evap						
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Jan	0.5	0.0	0.0	0.0	0.0	0.5			0.7	0.7	0.2
Feb	0.4	0.0	0.0	0.0	0.2	0.6			0.8	0.8	0.2
Mar	0.5	0.0	0.0	10.4	1.8	12.7			12.9	12.9	0.2
Apr	0.5	0.4	6.1	11.7	3.8	22.4			22.6	22.6	0.2
May	0.5	1.5	25.8	52.0	5.1	84.9	51.9	53.5		105.4	20.4
June	0.5	1.9	32.0	63.7	7.0	105.1	64.3	66.9		131.2	26.1
July	0.5	1.8	30.7	61.1	7.2	101.3	61.5	62.9		124.4	23.1
Aug	0.5	1.2	20.2	40.3	6.5	68.6	40.4	46.8		87.2	18.6
Sept	0.5	1.0	17.1	33.8	4.2	56.6	34.4	36.1		70.5	13.9
Oct	0.5	0.4	6.4	13.0	2.3	22.6	12.8	10.7		23.5	0.9
Nov	0.5	0.0	0.0	12.4	0.2	13.1			13.3	13.3	0.2
Dec	0.5	0.0	0.0	0.0	0.0	0.5			0.7	0.7	0.2
Total	5.5	8.1	138.3	298.4	38.5	488.7	265.3	276.9	51.0	593.2	104.4

A brief description and history of the water rights available to the PUD has been prepared.

Robertson Ditch Water Rights

We understand that RFI has acquired 6.17 cfs out of 16.5 cfs in the Robertson Ditch water rights which were historically used to irrigate 97.8 acres at Rose Ranch. The historic consumption from these rights was estimated to be 198.9 acre-feet using a unit demand of 2.03 acre-feet per acre distributed over the period of May through October. In application No. 97CW236, RFI has requested a change to allow the irrigation rights to also be used for domestic, commercial, fire protection, storage (pond filling), and augmentation. The Robertson Ditch rights will allow continued use of diversions through the ditch for irrigation and the new uses or can augment diversions through the pump station's junior water rights.

The existing Westbank Golf Course is reported to own 25% or 2.5 cfs of the 10.0 cfs Robertson Ditch water rights used to irrigate the original ranch property. These rights will continue to be used as an irrigation supply to the PUD. The rights will be limited to their historic use amounts to protect against injury to other water rights. The total irrigated area which existed prior to the development of Westbank was measured to be 130.5 acres. Assuming 25% is available to RFI then 32.6 acres can be irrigated with these rights. The consumptive use credit is 66.4 acre-feet per year at 2.03 feet of unit demand.

As shown in the above Table 3, the annual consumptive use credits available from the Robertson Ditch total 265.3 acre-feet (198.9 + 66.4). These credits have been limited to the period from May to October to match historic irrigation practices of the original ranches. The Robertson Ditch has historically provided a reliable irrigation supply and has not been administratively curtailed.

Glenwood Ditch Irrigation Water Rights

Glenwood Ditch Section D historic irrigation consumptive use credits have been identified and transferred to the Robertson Ditch in water court Case No. 96CW319. The court decree allows for the irrigation of up to 134 acres and a consumptive use limit of 276.9 acre-feet. These rights will be used to supply irrigation demands of the PUD. These rights will also be limited to a period of use of May through October to prevent expansion of use and potential injury to other water rights. As with the Robertson Ditch, these rights have a senior status and have not historically been subject to administrative curtailment.

West Divide Water Conservancy District

A WDWCD water contract has been obtained by RFI for 51 acre-feet per year. Water releases will be made available from one or more reservoirs to augment winter municipal diversions, pond evaporation, and golf course shoulder season irrigation demands.

Junior Water Rights - Plan for Augmentation

Water Court application Case No. 97CW236 includes conditional junior water rights filings for wells, surface diversions, and storage rights to serve the PUD. At times when the Robertson Ditch can not be used to serve the PUD, a surface right for the Posy Pump & Pipeline will provide diversions from the Roaring Fork River. The proposed location of the diversion point is shown on Figure 1 and on the Sketch Plan. The Lilac Pump & Pipeline and the Columbine Pump & Pipeline were also include in the application as contingency diversion points for possible shared water operations with other projects near the PUD. Conditional storage rights include Rose Ranch Pond Nos. 1 through 10 and the Oniel Reservoir Enlargement.

The change of use and plan for augmentation in the application will enable the water

supply to avoid administrative curtailment. Accounting forms will be required by the Division of Water Resources to track all water diversions and demands within the development.

SUMMARY - CONCLUSION

Based on estimated water demands, available physical supplies, and RFI water rights, we believe an adequate water supply is available for the proposed Rose Ranch PUD. The proposed diversion demands of the development are less than the average diversions from the historical irrigation uses of the Robertson Ditch from the Roaring Fork River. The consumptive depletion to the river will be less than historical conditions based on the excess of consumptive use credits available to the plan. Wells will be removed from the plan to address concerns of adjoining landowners. The proposed water treatment plant and pump station locations are shown on the sketch plan. The potable in-house demands of the development have been estimated to be 330 EQR's with 1 EQR = 3.0 people per home with each person using 100 gallons per day. This EQR rating is consistent with the EQR estimate currently in use at the Aspen Glen wastewater treatment facilities.

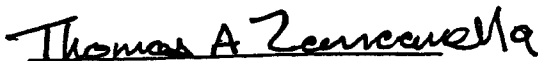
If you have any questions, please feel free to contact our office at (970) 945-5700.

Very truly yours,

Zancanella and Associates, Inc.



Christopher Manera, P. E.

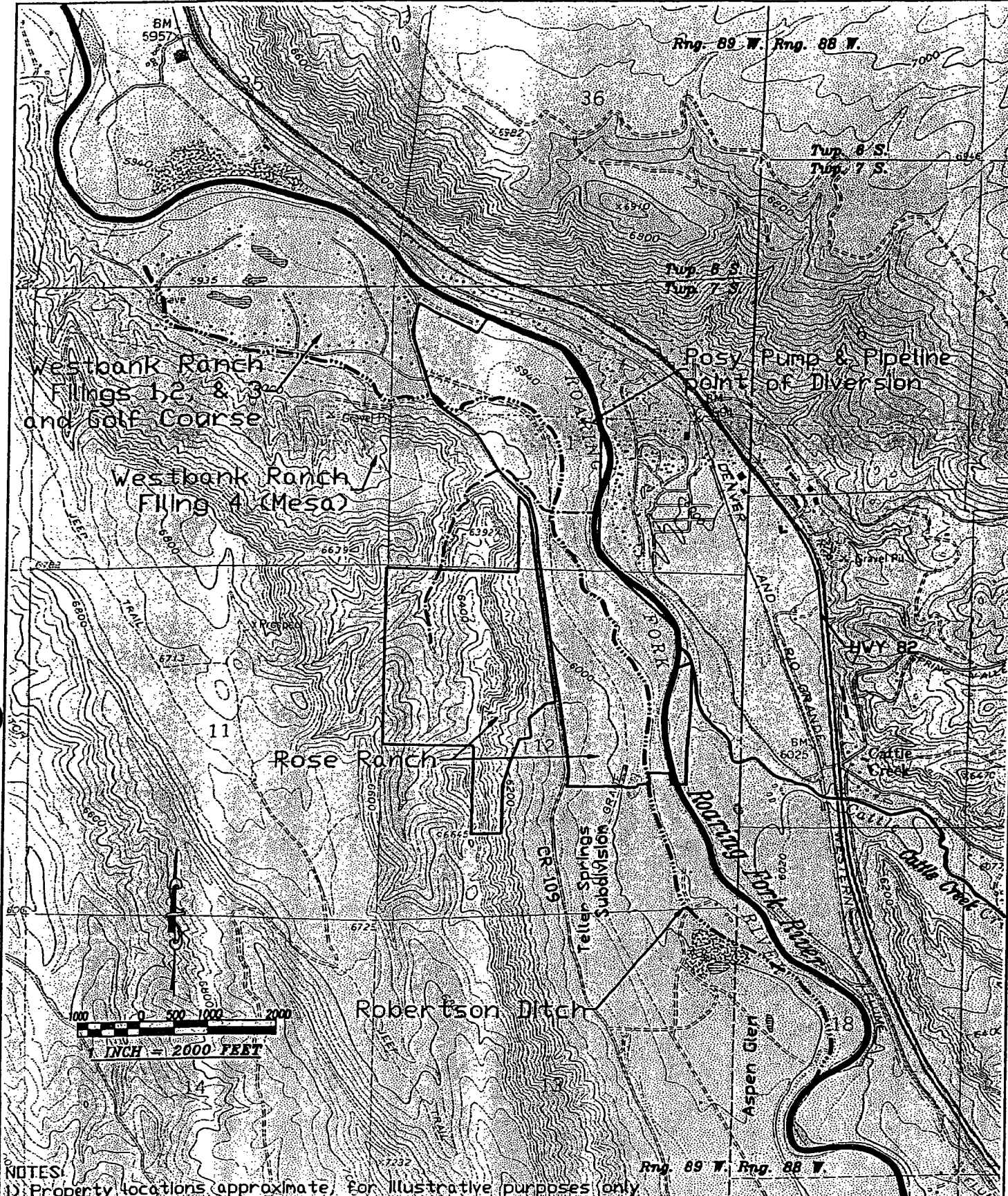


Thomas A. Zancanella, P.E.

Encl

cc: Ron Heggemeier, Roaring Fork Investments
Joe Hope, High Country Engineers
Scott Balcomb, Delaney & Balcomb

L:\97409\suplyrpt.wpd



NOTES:
 1) Property locations approximate for illustrative purposes only

General Location Map

Rose Ranch
 Robertson Ditch

FIGURE NO.
1
 PROJECT: 97409

SCALE: 1" = 2000'	DATE: 9-20-1997	SHEET 1 OF 1	
DRAWN BY: CM	CHKD BY:	APPD BY: TAZ	PLAN NO. D. Images/figs 97409/figure1

ZANCANELLA AND ASSOCIATES, INC.
 ENGINEERING CONSULTANTS
 POST OFFICE BOX 1908 - 1008 COOPER AVENUE
 GLENWOOD SPRING, COLORADO 81602 (303) 948-6700

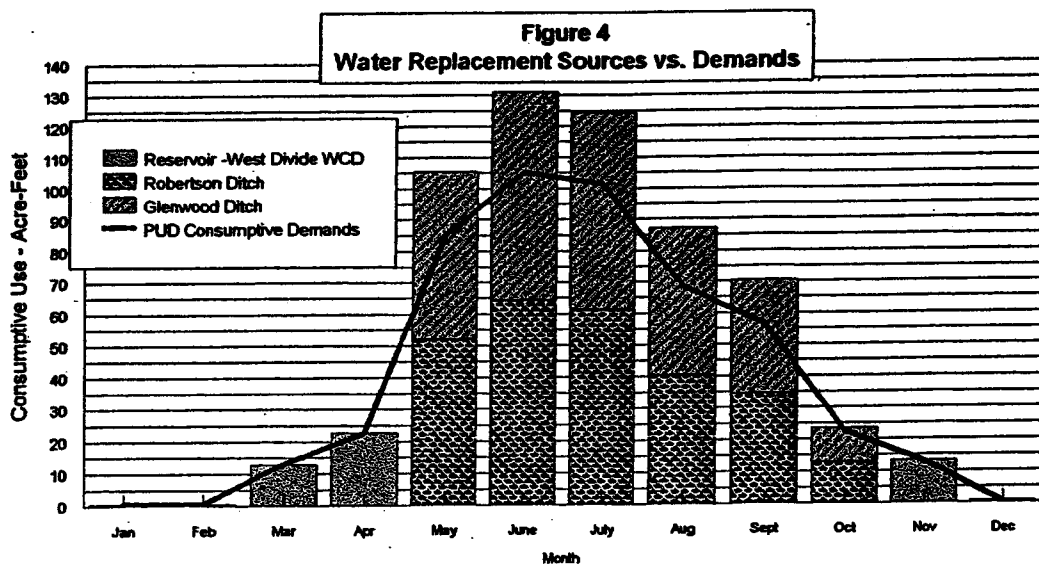
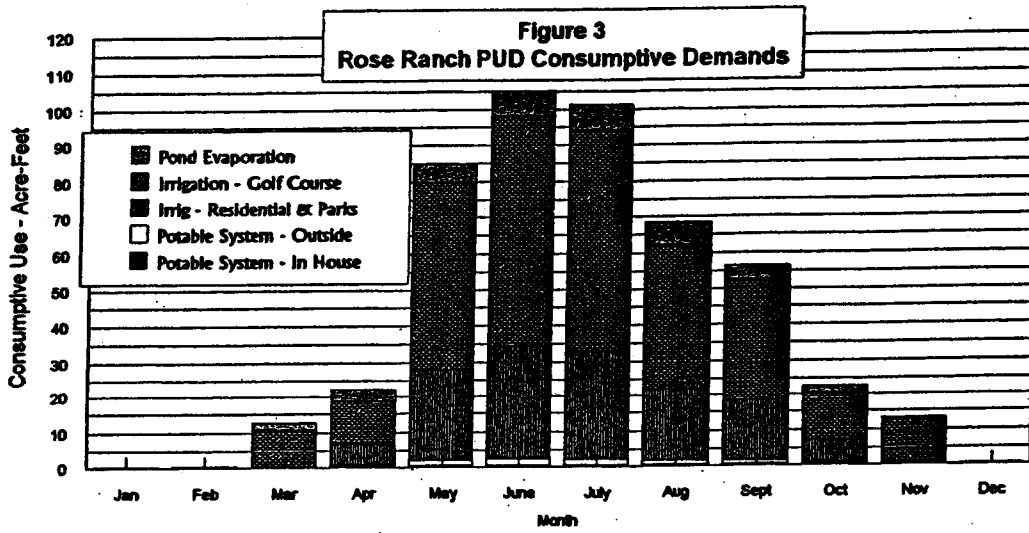
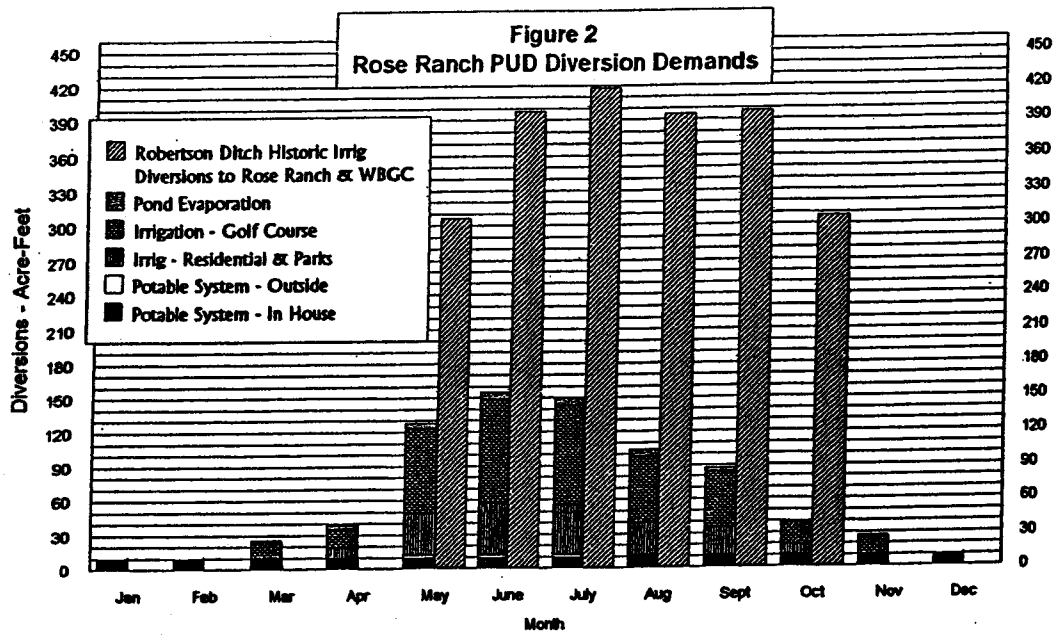


Table 1
Rose Ranch PUD - Water Use

Water Demand Inputs

Potable System		Raw Water System		Irrigated Area Summary	
EQR's	330.0	Residential & Parks	65 acres	Potable System "outside"	3.8 Acres
# persons/residence	3.0 cap/EQR	Application Efficiency	70%	Residential/Parks Raw	65.0 Acres
# gallons/person/day	100 gpcd	Crop Irrig reqmnt (CIR)	2.13 ft	Golf Course Raw Water	130.0 Acres
Percent Consumed	5%	Golf Course 18 holes, ch, dr	130.00 acres	Total	198.8 Acres
Lawn Irrigation	500 sq-ft/EQR	Application Efficiency	70%		
Application Efficiency	70%	Crop Irrig reqmnt (CIR)	2.30 ft		
Crop Irrig reqmnt (CIR)	2.13 ft	Pond Surface Area	15.00 acres		
		Annual Net Evaporation	2.57 ft		

Water Use Calculations

	Diversions							Consumptive Use						
	(1) Potable System In-house (ac-ft)	(2) Potable System Outside (ac-ft)	(3) Residential Raw Water Irrigation (ac-ft)	(4) Golf Course Irrigation (ac-ft)	(5) Pond Evap. (ac-ft)	(6) Total (ac-ft)	(7) Average Flow (cfs)	(8) Potable System In-house (ac-ft)	(9) Potable System Outside (ac-ft)	(10) Residential Raw Water Irrigation (ac-ft)	(11) Golf Course Irrigation (ac-ft)	(12) Pond Evap. (ac-ft)	(13) Total (ac-ft)	(14) Average Flow (cfs)
Jan	9.4	0.0	0.0	0.0	0.0	9.4	0.2	0.5	0.0	0.0	0.0	0.0	0.5	0.01
Feb	8.5	0.0	0.0	0.0	0.2	8.7	0.2	0.4	0.0	0.0	0.0	0.2	0.6	0.01
March	9.4	0.0	0.0	14.9	1.8	26.1	0.4	0.5	0.0	0.0	0.0	0.2	0.6	0.01
April	9.1	0.5	8.7	16.7	3.8	38.8	0.7	0.5	0.0	0.0	10.4	1.8	12.7	0.21
May	9.4	2.2	36.9	74.3	5.1	127.9	2.1	0.5	0.4	6.1	11.7	3.8	22.4	0.38
June	9.1	2.7	45.7	91.0	7.0	155.5	2.6	0.5	1.5	25.8	52.0	5.1	84.9	1.38
July	9.4	2.6	43.8	87.3	7.2	150.3	2.4	0.5	1.9	32.0	63.7	7.0	105.1	1.77
August	9.4	1.7	28.8	57.6	6.5	104.0	1.7	0.5	1.8	30.7	61.1	7.2	101.3	1.65
Sept	9.1	1.4	24.5	48.3	4.2	87.5	1.5	0.5	1.2	20.2	40.3	6.5	68.6	1.12
Oct	9.4	0.5	9.1	18.6	2.3	40.0	0.7	0.5	1.0	17.1	33.8	4.2	56.6	0.95
Nov	9.1	0.0	0.0	17.6	0.2	27.0	0.5	0.5	0.4	6.4	13.0	2.3	22.6	0.37
Dec	9.4	0.0	0.0	0.0	0.0	9.4	0.2	0.5	0.0	0.0	12.4	0.2	13.1	0.22
Annual	110.9	11.5	197.6	426.2	38.5	784.7	1.1	5.5	8.1	138.3	298.4	38.5	488.7	0.7

Zancanella & Assoc., Inc.
Water Resources Engineers
Glenwood Springs, CO

Table 2
Div 5 WD 38 Water Rights - Rose Ranch PUD

Water Right Name	Amount (cfs)	RFI 1/1 Amount	Uses	Adjudication Date	Appropriation Date	Admin Number	Case Nos	Comments
Glenwood Ditch	30.00	1.47	ID	12/05/1908	11/18/1900	21522.19	1338,96CW319	96CW319 transfrd to Robertson Ditch.Limit to 134 acres irrg, 276.9 ac-ft CU, 2.0 cfs.
Glenwood Ditch	2.00	0.10	ID	12/05/1908	11/18/1900	21522.19	1338,96CW319	
Glenwood Ditch	18.00	0.88	ID	08/25/1936	11/18/1901	30941.19	3082,96CW319	
Subtotal	50.00	2.45						
Robertson Ditch	4.00	2.10	I	05/11/1889	02/11/1883	12095.00	132,97CW236	Application 97CW236 change to domestic, commercial, fire, storage, augmentation
Robertson Ditch	3.50	1.84	I	05/11/1889	04/01/1885	12875.00	132,97CW236	
Robertson Ditch	9.00	4.73	ID	10/24/1952	04/02/1950	36616.00	4033,97CW236	
Subtotal	16.50	8.67						
Ruedi Reservoir	101,369 AF	51 AF	IMDNPS	21356	21030	39291	4613,W789-76	West Divide WCD contract for 51 AF
Posy Pump & Pipeline	7.500	7.500	IDSCF	(pending)	(pending)	(pending)	97CW236	Pending application
Lilac Pump & Pipeline	7.500	7.500	IDSCF	(pending)	(pending)	(pending)	97CW236	Pending application
Columbine Pump & Pipeline	7.500	7.500	IDSCF	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 1	1.88 AF	1.88 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 2	1.68 AF	1.68 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 3	1.52 AF	1.52 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 4	3.28 AF	3.28 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 5	4.8 AF	4.8 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 6	40.0 AF	40.0 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 7	4.0 AF	4.0 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 8	4.8 AF	4.8 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 9	24.0AF	24.0AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Rose Ranch Pond 10	2.8 AF	2.8 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application
Oniell Reservoir 1st Enlg	21.0 AF	21.0 AF	AFTR	(pending)	(pending)	(pending)	97CW236	Pending application

Uses Code: D=Domestic, I=Irrigation, M=Municipal, S=Stock, P=Fishery, F=Fire, C=Commercial, H=Household, W=Wildlife, A= augmentation, T = aesthetics, R=recreation
1/ RFI 4.9% interest in in Glenwood Irrigation Co., 6.17 cfs of 16.5 cfs (37%) Rose Ranch & 2.5 cfs (15%) Westbank Golf Course in Robertson Ditch

**Table 3
Rose Ranch Consumptive Use Summary**

Consumptive Demands Ac-Ft						Replacement Credits Ac-Ft					
Month	Potable System		Raw Water Ststem			Demand Total	Rose Ranch & WBGC in Robertson Ditch	Glenwood Ditch	WDWCD	Supply Total	Supply vs. Demand Excess
	In-House	"Out side"	Res & Park Irrg	Golf Course Irrig	Pond Evap						
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Jan	0.5	0.0	0.0	0.0	0.0	0.5			0.7	0.7	0.2
Feb	0.4	0.0	0.0	0.0	0.2	0.6			0.8	0.8	0.2
Mar	0.5	0.0	0.0	10.4	1.8	12.7			12.9	12.9	0.2
Apr	0.5	0.4	6.1	11.7	3.8	22.4			22.6	22.6	0.2
May	0.5	1.5	25.8	52.0	5.1	84.9	51.9	53.5		105.4	20.4
June	0.5	1.9	32.0	63.7	7.0	105.1	64.3	66.9		131.2	26.1
July	0.5	1.8	30.7	61.1	7.2	101.3	61.5	62.9		124.4	23.1
Aug	0.5	1.2	20.2	40.3	6.5	68.6	40.4	46.8		87.2	18.6
Sept	0.5	1.0	17.1	33.8	4.2	56.6	34.4	36.1		70.5	13.9
Oct	0.5	0.4	6.4	13.0	2.3	22.6	12.8	10.7		23.5	0.9
Nov	0.5	0.0	0.0	12.4	0.2	13.1			13.3	13.3	0.2
Dec	0.5	0.0	0.0	0.0	0.0	0.5			0.7	0.7	0.2
Total	5.5	8.1	138.3	298.4	38.5	488.7	265.3	276.9	51.0	593.2	104.4

Appendix A

Case No. 96CW319
WDWCD Contract 970923RFI(a)
Application 97CW236

DISTRICT COURT, WATER DIVISION 5, STATE OF COLORADO

Case No. 96CW319

FINDINGS OF FACT, RULING OF REFEREE AND DECREE OF COURT.

CONCERNING THE APPLICATION FOR A CHANGE OF WATER RIGHTS OF
GLENWOOD IRRIGATION COMPANY, CITY OF GLENWOOD SPRINGS, ROARING
FORK SCHOOL DISTRICT AND GLENWOOD DITCH LLC IN GARFIELD COUNTY

Glenwood Irrigation Company, City of Glenwood Springs, Roaring Fork School District and Glenwood Ditch LLC filed an Application for Change of Water Right. Subsequently, Applicants filed an Amendment to Application for Change of Water Right. In accordance with C.R.S. §37-92-203(7)(West 1990), the Water Judge referred the subject application to the Water Referee for Water Division No. 5, State of Colorado.

The Referee has made such investigations as are necessary to determine whether or not the statements in the Application are true, has become fully advised with respect to the subject matter of the Application, and has consulted with the Division Engineer for Water Division No. 5. He hereby makes the following determinations and ruling as the referee in this matter:

FINDINGS OF FACT

1. The statements in the Application are true.
2. None of the subject water rights or their sources are located within a designated ground water basin.
3. The Glenwood Irrigation Company, City of Glenwood Springs, Roaring Fork School District and Glenwood Ditch LLC are the Applicants herein.
4. Timely and adequate notice of the filing of this Application was given as required by law.
5. Timely statements of opposition were filed by Glenwood Irrigation Company and Glenwood Land Company, LLC. No other statements of opposition were filed and the time for filing such statements of opposition has expired.
6. The opponents have consented to the entry of this ruling.

CLAIM FOR CHANGE OF WATER RIGHT

7. Applicants claim a change of water right, described more particularly as follows:

A.

Structure	Amount	Priority No	Adj. Date	Approp. Date	Case No.	Amt owned by Applicants
Glenwood Ditch	32 cfs	213 BBBA	12/5/1908	11/18/1900	C.A. 1338	1.568
Glenwood Ditch	18 cfs	337	08/25/1936	11/18/1901	C.A. 3082	.882

B. Legal description: The Glenwood Ditch headgate is located about 100 feet above the Sharp Ditch headgate which is located at a point whence the North quarter corner of Section 28, Township 7 South, Range 88 West of the 6th P.M. bears North 7°28' East 2159 feet.

C. Source: Roaring Fork River and Cattle Creek.

D. Historic use: Collectively, Applicants own or claim 73.5 shares in the Glenwood Irrigation Company which is the equivalent of a 4.9% undivided interest (2.45 cfs) in the above-described water rights. Historically, Applicants' interest in such water rights has irrigated up to 188.5 acres, consuming 390.3 acre feet of water.

E. Proposed change:

Applicants claim to change the point of diversion and place of use for 2.0 cfs of the portion of the Glenwood Ditch owned by Applicants. The alternate point of diversion is located on the Westerly bank of the Roaring Fork River at a point whence the SE Corner of Section 12, Township 7 South, Range 89 West of the 6th P.M, bears North 27°56' West 2,788.14 ft, commonly known as the Robertson Ditch. To prevent injury to other water users, Applicants will leave 0.45 cfs of their flow rights in the Glenwood Ditch at its original point of diversion. This leaves a total of 48.0 cfs of water in the Glenwood Ditch. Applicants will limit the consumptive use amount attributable to their shares to 276.9 acre feet which represents a full irrigation supply for up to 134 acres. Applicants will irrigate up to 134 acres of lands located in parts of Section 35, Township 6 South, Range 89 West and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.

RULING

The Referee has examined the information submitted by the Applicants and has become advised with respect to the subject matter of the Application.

He rules as follows:

8. The foregoing Findings of Fact are fully incorporated herein.
9. The changes of water rights proposed by the Applicants are such as are contemplated by law.
10. If administered in accordance with this decree, the change of water rights described herein will not adversely affect the owners or users of vested water rights or decreed conditional water rights.
11. The changes of water rights described herein may be lawfully decreed by this Court.
12. In consideration of the specific findings of fact and ruling made herein and in conformance with Colo. Rev. Stat. §37-92-304(6)(1990), as amended, the approval of the change of water rights decreed herein shall be subject to reconsideration by the Water Judge on the question of injury to the vested water rights of others for a period of 2 calendar years. If no petition for reconsideration is filed within 2 calendar years, retention of jurisdiction for this purpose shall automatically expire.

IT IS ACCORDINGLY ORDERED that this ruling shall be filed with the Water Clerk subject to judicial review pursuant to Colo. Rev. Stat. §37-92-304.

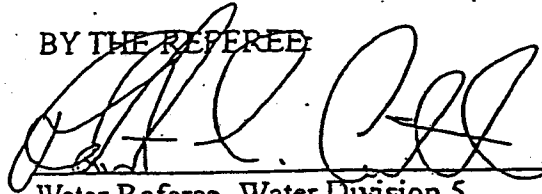
Water Division No. 5
Case No. 96CW319
Glenwood Irrigation Company
Findings of Fact, Ruling of Referee and Decree of Court
Page 4

IT IS FURTHER ORDERED that a copy of the ruling shall be filed with the State Engineer and the Division Engineer for Water Division No. 5.

Dated: December 3, 1997

Copy of the foregoing mailed to all
Council of record ~~Water~~
Referee ~~Div. Engineer~~ and
State Engineer ~~Date~~ 12-6-97
J. M. Balcomb
Deputy Dir., Water Div. No. 5
Balcomb Leavenworth
Patrick

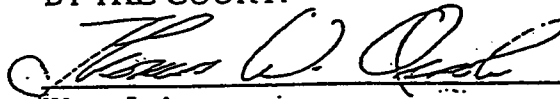
BY THE REFEREE:


Water Referee, Water Division 5
State of Colorado

No protest was filed in this matter. The foregoing Ruling of the Referee is confirmed and approved, and is made the Judgment and Decree of this Court.

Dated: December 24, 1997

BY THE COURT:


Water Judge

Contract # 970923RFI(2)
Map ID # 263
Date Activated 10/28/97

WEST DIVIDE WATER CONSERVANCY DISTRICT
WATER ALLOTMENT CONTRACT/LEASE

Name of Applicant: Roaring Fork Investments, LLC

Quantity of Water in Acre Feet: 51.0

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, all 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 18 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 an adequate measuring device or meter 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.

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.

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.

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.

Applicant:

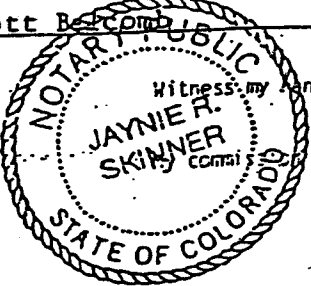
Applicant:

Roaring Fork Investments, LLC, c/o Scott Balcomb, Esq.
 Applicant address: 19555 E. Main Street, Suite 200, Parker, CO 80134-7374, c/o Scott Balcomb, Delaney & Balcomb, P.C., P.O. Drawer 790, Glenwood Springs, CO 81602

STATE OF COLORADO)
) ss.
 COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me on this 23rd day of September, 1997.

Scott Balcomb



Witness my hand and official seal.

Notary Public expires: November 2, 1997

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 President

ATTEST:

Secretary

10/28/97
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. _____

Case No. 7-2-61-36

APPLICATION FOR UNDERGROUND WATER RIGHTS, SURFACE WATER RIGHTS, STORAGE WATER RIGHTS, CHANGE OF WATER RIGHTS, AND APPROVAL OF PLAN FOR AUGMENTATION.

CONCERNING THE APPLICATION FOR WATER RIGHTS OF ROARING FORK INVESTMENTS, LLC IN GARFIELD COUNTY

1. Name and address of Applicant:

Roaring Fork Investments, LLC
c/o Heggemeier and Stone, P.C.
19555 East Main Street, Suite 200
Parker, CO 80134-7374

c/o Scott Balcomb, Esq.
Edward B. Olszewski, Esq.
Delaney & Balcomb, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602
(970) 945-6546

CLAIM FOR UNDERGROUND WATER RIGHTS

2. Names of wells and permits, registration or denial numbers: Rose Well 1, Lilac Well 2, Columbine Well 3, Orchid Well 4, Tulip Well 5, Daisy Well 6, Lily Well 7, and Carnation Well 8, permits being applied for.

3. Legal description of wells:

A. Rose Well 1: A Well located in Government Lot 11 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 67°37'28" West a distance of 2201.8 feet. This well can also be approximately plotted as being 3450 feet from the East section line and 3500 feet from the South section line.

B. Lilac Well 2: A Well located in government Lot 12 of Section 1, Township 7 South.

- Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 68°32'26" West a distance of 1704.16 feet. This well can also be approximately plotted as being 3900 feet from the East section line and 3700 feet from the South section line.
- C. Columbine Well 3: A Well located in Government Lot 11 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 68°38'35" West a distance of 2613.72 feet. This well can also be approximately plotted as being 3050 feet from the East section line and 3400 feet from the South section line.
- D. Orchid Well 4: A Well located in Government Lot 10 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 61°29'50" West a distance of 3170.28 feet. This well can also be approximately plotted as being 2700 feet from the East section line and 2850 feet from the South section line.
- E. Tulip Well 5: A Well located in Government Lot 17 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 55°46'21" West a distance of 3674.17 feet. This well can also be approximately plotted as being 2450 feet from the East section line and 2300 feet from the South section line.
- F. Daisy Well 6: A Well located in Government Lot 16 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 51°32'04" West a distance of 2795.45 feet. This well can also be approximately plotted as being 3300 feet from the East section line and 2600 feet from the South section line.
- G. Lily Well 7: A Well located in Government Lot 12 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 48°13'39" West a distance of 2131.83 feet. This well can also be approximately plotted as being 3900 feet from the East section line and 2900 feet from the South section line.
- H. Carnation Well 8: A Well located in Government Lot 12 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 37°06'53" West a distance of 1657.78 feet. This well can also be approximately plotted as being 4350 feet from the East section line and 2900 feet

from the South section line.

4. A. Source for all wells: Alluvium and Eagle Valley Formation, tributary to the Roaring Fork River
- B. Depth for all wells: 200 feet
5. A. Date of appropriation: May 2, 1997
- B. How appropriation was initiated: Field location, formation of intent to place water to beneficial use, drilling and construction of test well.
- C. Date water applied to beneficial use: N/A
6. Amount claimed: 200 gpm, conditional for each well.
7. Proposed use:
 - A. If irrigation, complete the following:
 - (1) Number of acres historically irrigated: N/A.
 - (2) Total number of acres proposed to be irrigated: 82.07 acres for all wells combined.
 - (3) Legal description of the land to be irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.
 - (4) Area of lawns and gardens irrigated: 82.07 acres for all wells combined.
 - B. If non-irrigation, describe purpose fully: The above referenced wells will be used for irrigation, domestic, commercial and fire protection uses and will serve a potable water supply system for a golf course/residential development of approximately 354 units. For water supply planning purposes, the development demands have been conservatively estimated to be 550 Equivalent Residential Units ("EQR's"). The equivalent of 6500 square feet of lawn and garden irrigation per EQR will be used to account for irrigation of lawns and gardens minimal outside uses for each EQR

CLAIM FOR SURFACE WATER RIGHTS

8. Name of structure: Posy Pump and Pipeline
9. Legal description and point of diversion: A Surface water diversion source located in Government Lot 17 of Section 1, Township 7 South, Range 89 West of the 6th P.M. at a point whence the Northwest corner of said Section 1 bears North 57°02'42" West a distance of 3799.13 feet. This structure can also be approximately plotted as being 2290 feet from the East section line and 2300 feet from the South section line.
10. Source: Roaring Fork River
11. A. Date of initiation of appropriation: May 2, 1997.
B. How appropriation was initiated: Field location and formation of intent to place water to beneficial use.
C. Date water applied to beneficial use: N/A
12. Amount claimed: 7.5 cfs, conditional
13. Use or proposed use:
 - A. If irrigation, complete the following:
 - (1) Number of acres historically irrigated: N.A.
 - (2) Total number of acres proposed to be irrigated: 82.07
 - (3) Legal description of the land to be irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West. 6th P.M.
 - (4) Area of lawns and gardens irrigated: 82.07
 - B. If non irrigation, describe purpose fully: The above referenced water right will be used as an alternate source for irrigation, domestic, storage, commercial and fire protection uses to serve a potable water supply system for a golf course/residential development of 550 EQR's. The equivalent of 6500 square feet of lawn and garden

irrigation per EQR will be used to account for irrigation of lawns and gardens and minimal outside uses for each EQR.

14. Name of structure: Lilac Pump and Pipeline
15. Legal description and point of diversion: A Surface water diversion source located on the right bank of the Roaring Fork River at a point whence the NW Corner of Section 18, T. 7 S., R. 88 W. of the 6th P.M. bears N. 22° 15" W. 1550 feet.
16. Source: Roaring Fork River
17. A. Date of initiation of appropriation: October 9, 1997.
B. How appropriation was initiated: Field location and formation of intent to place water to beneficial use.
C. Date water applied to beneficial use: N/A
18. Amount claimed: 7.5 cfs, conditional
19. Use or proposed use:
 - A. If irrigation, complete the following:
 - (1) Number of acres historically irrigated: N.A.
 - (2) Total number of acres proposed to be irrigated: 82.07
 - (3) Legal description of the land to be irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.
 - (4) Area of lawns and gardens irrigated: 82.07
 - B. If non irrigation, describe purpose fully: The above referenced water right will be used as an alternate source for irrigation, domestic, commercial and fire protection uses to serve a potable water supply system for a golf course/residential development of 550 EQR's. The equivalent of 6500 square feet of lawn and garden irrigation per EQR will be used to account for irrigation of lawns and gardens and minimal outside

Water Division No. 5

Case No. _____

Roaring Fork Investments, LLC

Application for Underground Water Rights, Surface Water Rights, Storage Water Rights,

Change of Water Rights, and Approval of Plan for Augmentation

Page 6

uses for each EQR.

20. Name of structure: Columbine Pump and Pipeline
21. Legal description and point of diversion: A Surface water diversion source located on the left bank of Cattle Creek at a point whence the SW Corner of Section 7, T. 7 S., R. 88 W. of the 6th P.M. bears S 66°30"W. 1230 feet.
22. Source: Cattle Creek, tributary to the Roaring Fork River
23. A. Date of initiation of appropriation: October 9, 1997
- B. How appropriation was initiated: Field location and formation of intent to place water to beneficial use.
- C. Date water applied to beneficial use: N/A
24. Amount claimed: 7.5 cfs, conditional
25. Use or proposed use:
- A. If irrigation, complete the following:
- (1) Number of acres historically irrigated: N.A.
 - (2) Total number of acres proposed to be irrigated: 82.07
 - (3) Legal description of the land to be irrigated: Land located in parts of Section 35, Township 6 South, Range 89 West, and Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.
 - (4) Area of lawns and gardens irrigated: 82.07
- B. If non irrigation, describe purpose fully: The above referenced water right will be used as an alternate source for irrigation, domestic, commercial and fire protection uses to serve a potable water supply system for a golf course/residential development of 550 EQR's. The equivalent of 6500 square feet of lawn and garden irrigation per EQR will be used to account for irrigation of lawns and gardens and minimal outside uses for each EQR.

CLAIM FOR STORAGE WATER RIGHTS

26.

A.

Name of Structure	Legal Description	Amount Claimed (AF)	Active Storage (AF)	Dead Storage (AF)	Surface Area (AC)	Pond Depth (FT)
<u>Rose Ranch Pond No. 1</u>	A Pond located in Government Lot 12 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 57°50'05" W. a distance of 4300 feet.	1.88, cond.	1.88	0.0	.5	8
<u>Rose Ranch Pond No. 2</u>	A Pond located in Government Lot 9 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 63°26'55" W. a distance of 4200 feet.	1.68, cond.	1.68	0.0	.5	8
<u>Rose Ranch Pond No. 3</u>	A Pond located in Government Lot 13 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 50°20'31" W. a distance of 3514.63 feet.	1.52, cond.	1.52	0.0	.5	8
<u>Rose Ranch Pond No. 4</u>	A Pond located in Government Lot 8 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 57°07'12" W. a distance of 3428.10 feet.	3.28, cond.	3.28	0.0	1.0	8
<u>Rose Ranch Pond No. 5</u>	A Pond located in Government Lot 28 of Sec. 1, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 35°07'39" W. a distance of 4526.54 feet.	4.8, cond.	4.8	0.0	1.5	8
<u>Rose Ranch Pond No. 6</u>	A Pond located in Government Lot 23 of Sec. 1, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 43°15'21" W. a distance of 3750.39 feet.	40.0, cond.	40.0	0.0	6.0	10

Name of Structure	Legal Description	Amount Claimed (AF)	Active Storage (AF)	Dead Storage (AF)	Surface Area (AC)	Pond Depth (FT)
<u>Rose Ranch Pond No. 7</u>	A Pond located in Government Lot 11 of Sec. 1, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 55°59'36" W. a distance of 2472.83 feet.	4.0, cond.	4.0	0.0	1.5	8
<u>Rose Ranch Pond No. 8</u>	A Pond located in Government Lot 12 of Sec. 1, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 1 bears N. 31°32'28" W. a distance of 1801.70 feet.	4.8, cond.	4.8	0.0	1.5	8
<u>Rose Ranch Pond No. 9</u>	A Pond located in the NW1/4 of the NW1/4, Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 22°59'19" W. a distance of 1075.41 feet.	24.0, cond.	24.0	0.0	4.0	10
<u>Rose Ranch Pond No. 10</u>	A Pond located in Government Lot 16 of Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point from whence the NW corner of said Sec. 12 bears N. 46°00'00" W. a distance of 4500.00 feet.	2.8, cond.	2.8	0.0	1.0	8
<u>O'Neill Reservoir, First Enlargement</u>	A Pond located in Sec. 12, T. 7 S., R. 89 W., 6th P.M. at a point 1600 feet from the E. Section line and 2100 feet from the S. Section line of said Sec. 12.	21.0, cond.	21	0.0	4.2	10

- B. All ponds are off-channel reservoirs which will be filled from either the Robertson Ditch, Posy Pump and Pipeline, Lilac Pump and Pipeline; or Columbine Pump and Pipeline, all as more particularly described in this Application.

Rate of diversion for filling all ponds: 7.5 cfs, conditional.

- C. Source: Roaring Fork River.

- D. Date of appropriation for all ponds: October 2, 1997.

How appropriation was initiated: Field location of pond sites and formation of intent.

to appropriate water to beneficial use.

Date water applied to beneficial use: N/A

27. Use:

A. If irrigation, complete the following: N.A.

B. If non irrigation, describe purpose fully: The above referenced ponds will be used for fire protection, aesthetic, recreation, and augmentation.

CLAIM FOR CHANGE OF WATER RIGHTS

28. Decreed name of structures for which change is sought: Robertson Ditch.

29. From previous decree:

A. Robertson Ditch

(1)

Name of Structure	Date Entered	Case Number	Amount	Appropriation Date	Priority Number
Robertson Ditch	5/11/1889	CA-132	4.0 cfs., absolute	2/11/1883	52
Robertson Ditch	5/11/1889	CA-132	3.5 cfs.	4/01/1885	112
Robertson Ditch	10/24/1952	CA-4033	9.0 cfs.	4/02/1950	595

Applicant owns 6.5 cfs of the 16.5 cfs decreed to the Robertson Ditch.

(2) Court: District Court

(3) Type of Water Right: Surface

(4) Legal description of point of diversion: Located on the Westerly bank of the Roaring Fork River at a point whence the SE Corner of Sec. 12, T. 7 S., R. 89 W., 6th P.M. bears N. 27°56' W. 2788.14 feet.

(5) Source: Roaring Fork River

(6) Decreed use: Irrigation

(7) Historic use: Applicant's share of the Robertson Ditch has historically been

used to irrigate 98.7 acres of land located in parts of Sections 1, 2 and 12, Township 7 South, Range 89 West, 6th P.M.

30. Proposed change: In addition to the irrigation uses already decreed to the Robertson Ditch, Applicant seeks to add domestic, commercial, fire protection, storage (pond filling) and augmentation uses.

CLAIM FOR APPROVAL OF PLAN FOR AUGMENTATION

31. Names of structures to be augmented: Rose Well 1, Lilac Well 2, Columbine Well 3, Orchid Well 4, Tulip Well 5, Daisy Well 6, Lily Well 7, Carnation Well 8, Posy Pump and Pipeline, Lilac Pump and Pipeline, Columbine Pump and Pipeline, Rose Ranch Pond Nos 1- 10, O'Neill Reservoir, First Enlargement and Robertson Ditch all as described above.

Are there other water rights diverted from these structures: No, except for the O'Neill Reservoir, First Enlargement and the Robertson Ditch.

32. Previous decrees for water rights to be used for augmentation:

A. Robertson Ditch. As described above.

B. Ruedi Reservoir:

- (1) Ruedi Reservoir was originally decreed for 140,697.3 af in CA-4613, Garfield County District Court on June 20, 1958, with an appropriation date of July 29, 1957, for hydroelectric power generation, irrigation, municipal, domestic, industrial, piscatorial, and stock watering uses. Subsequently, in Case No. W789-76, Water Division No. 5, the amount of water decreed to Ruedi Reservoir was reduced from 140,697.3 af to 101,369 af.
- (2) Legal description: Located in parts of Section 7, 8, 9, 11, 14, 15, 16, 17 and 18, Township 8 South, Range 84 West of the 6th P.M. in Pitkin and Eagle Counties.
- (3) Ruedi Reservoir has historically been used for hydroelectric power generation, augmentation, irrigation, municipal, domestic, industrial, piscatorial, and stock watering uses. (Historic use for other Rights) Augmentation water from Ruedi Reservoir will be obtained via a Water

Allotment Contract with the West Divide Water Conservancy District.

C. Green Mountain Reservoir:

- (1) Date entered: October 5, 1955
- (2) Legal description: Located in parts of Sections 11-15, 24, Township 2 South, Range 80 West and Sections 17-21, 28, 29, 33, 34, Township 2 South, Range 79 West of the 6th P.M.
- (3) Case No.: Consolidated Case Nos. 2782, 5016 and 5017
- (4) Court: Federal District Court for the District of Colorado
- (5) Source: Blue River
- (6) Amount: 154,645 acre-feet
- (7) Green Mountain Reservoir has historically been used for its decreed uses.

D. Wolford Mountain Reservoir

- (1) Date entered: November 20, 1989
- (2) Case Nos.: 87CW283, 95CW251
- (3) Court: District Court, Water Division No. 5, Colorado
- (4) Type of water right: Storage
- (5) Legal description: The dam is located in the SW1/4 of the NE1/4, Section 25, Township 2 North, Range 81 West of the 6th P.M.
- (6) Source: Muddy Creek and its tributaries, all tributary to the Colorado River.
- (7) Amount: 59,993 acre feet.
- (8) Appropriation date: December 14, 1987.

- (9) Decreed uses: All uses including but not limited to domestic, municipal, agricultural, and recreational uses.
- (10) Historic use: 32,986 acre feet of the Wolford Mountain Reservoir have been used for recreational and piscatorial purposes.

E. Rose Ranch Pond Nos. 1 - 10, and O'Neill Reservoir, First Enlargement as described above.

33. STATEMENT OF PLAN FOR AUGMENTATION:

Applicant contemplates a residential development which includes 550 EQR's, a club house, and several ponds. Domestic/municipal water service is contemplated to be from several wells and the Applicant will construct a sufficient number of wells to achieve a dependable water supply.

The Applicant's development is located within the West Divide Water Conservancy District and Applicant has applied for a Water Allotment Contract from said District. If Applicant is unable to secure a West Divide Water Allotment Contract, Applicant will either: 1) obtain a Green Mountain Reservoir Water Allotment Contract from the Bureau of Reclamation; 2) obtain a Wolford Mountain Reservoir Water Allotment Contract from the Colorado River Water Conservation District; or 3) make releases from the Rose Ranch Pond Nos. 1 - 10 and O'Neill Reservoir, First Enlargement as described above. Out of priority depletions will be augmented by releases from either Ruedi Reservoir, Green Mountain Reservoir (under a claim for exchange), Wolford Mountain Reservoir (under a claim for exchange), or Applicant's on-site ponds, under the direction of the Division Engineer in the course of administering the District's Water Supply Program.

WATER DEMANDS

The potable water system will be supplied either from eight wells (described above) constructed on the property or through surface diversions (Robertson Ditch, Posy Pump and Pipeline, Lilac Pump and Pipeline and/or Columbine Pump and Pipeline) from the Roaring Fork River and/or Cattle Creek to a treatment plant. The raw water system will provide additional irrigation for the main and shoulder seasons, and for pond demands. The raw water supply will be physically supplied through surface diversions from the Roaring Fork River through the Robertson Ditch, through the construction of one or more pump stations along the Roaring Fork River, or through the wells. The attached Table 3 presents the estimated water requirements and augmentation sources for the proposed 550 EQR development.

Water Division No. 5

Case No. _____

Roaring Fork Investments, LLC

Application for Underground Water Rights, Surface Water Rights, Storage Water Rights,

Change of Water Rights, and Approval of Plan for Augmentation

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If operated as described above, the augmentation plan described herein will provide water to Applicant's proposed development and will not injure other water users.

34. Name and address of owner of land on which structures are located: Same as Applicant.

Respectfully submitted this 29th day of October, 1997.

DELANEY & BALCOMB, P.C.

By 

Scott Balcomb #1376

Edward B. Olszewski #24723

Attorneys for Applicant

P.O. Drawer 790

Glenwood Springs, CO 81602

Telephone: (970) 945-6546

Fax No.: (970) 945-8902

Water Division No. 5

Case No. _____

Roaring Fork Investments, LLC

Application for Underground Water Rights, Surface Water Rights, Storage Water Rights,

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STATE OF COLORADO)

) ss.

COUNTY OF GARFIELD)

Thomas A. Zancanella, upon oath, deposes and says that he has read the foregoing APPLICATION FOR UNDERGROUND WATER RIGHTS, SURFACE WATER RIGHTS, STORAGE WATER RIGHTS, CHANGE OF WATER RIGHTS, AND APPROVAL OF PLAN FOR AUGMENTATION, knows the contents thereof, and that the same are true to the best of his information, knowledge and belief.

Thomas A. Zancanella
Thomas A. Zancanella

Subscribed and sworn before me this 27th day of October, 1997.

Don G. L. L...
NOTARY PUBLIC

My commission expires:

Address:

81P
Glenw
My Commission Expires July 1, 2001

Table 3
Rose Ranch
Robertson Ditch - Change of Use/Transfer Summary

Month	Consumptive Demands					Augmentation & Storage Summary		
	Potable - Pond Evap - Shoulder Season Irrigation					Robertson Ditch		
	Domestic & Commercial "In- House" Ac-Ft (1)	Domestic & Commercial "Outside" Ac-Ft (2)	Pond Evaporation Replacement Ac-Ft (3)	Irrigation Shoulder Season Use Ac-Ft (4)	Total Ac-Ft (5)	Recommended Robertson Ditch Change/Transfer of Use for Augment of Mun, Evnp, & Storage Ac-Ft (6)	Surplus available to Storage Ac-Ft (7)	Augmentation Storage Release Requirement Ac-Ft (8)
Jan	0.9	0.0	0.0	0.0	0.9	0.0		
Feb	0.8	0.0	0.2	0.0	1.0	0.0		0.9
Mar	0.9	0.0	2.5	9.0	12.4	0.0		1.0
Apr	0.9	0.6	5.0	16.1	22.6	0.0		12.4
May	0.9	2.5	6.8		10.2	22.3		22.6
June	0.9	3.1	9.4		13.4	28.8	12.1	0.0
July	0.9	3.0	9.7		13.6	26.3	15.4	0.0
Aug	0.9	2.0	8.7		11.6	22.6	12.7	0.0
Sept	0.9	1.7	5.6		8.2	16.0	11.0	0.0
Oct	0.9	0.6	3.1	1.7	6.3	4.6	7.8	0.0
Nov	0.9	0.0	0.3	10.0	11.2	0.0		1.7
Dec	0.9	0.0	0.0	0.0	0.9	0.0		11.2
Total	10.7	13.5	51.3	36.8	112.3	120.6	59.0	50.7

Historic CU Credits associated with Rose Ranch Robertson Ditch = 198.9 Ac-ft, Change = 120.6 Ac-Ft or 60.6%.
Historic irrigated area = 98.7 acres, 60.6% to be changed = 59.8 acres, 38.9 acres to remain irrigation use.



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DISTRICT COURT, GARFIELD COUNTY, COLORADO Court Address: Garfield County Courthouse 109 8th Street, Suite 104 Glenwood Springs, CO 81601 Ph: (970) 945-3862	
<hr/> In Re: THE ORGANIZATION OF THE ROARING FORK WATER & SANITATION DISTRICT <hr/>	
Lawrence R. Green, Esq., Atty. Reg.#: 8992 Balcomb & Green, P.C. P.O. Drawer 790 Glenwood Springs, CO 81602 Phone Number: (970) 945-6546 Fax Number: (970) 945-9769 E-mail: larry@balcombgreen.com	▲ COURT USE ONLY ▲ Case No.: 94CV29 Div.: Ctrm.:
ORDER OF INCLUSION OF REAL PROPERTY	

This matter having come before the Court upon the Petition for Order of Inclusion of Real Property submitted by the Roaring Fork Water & Sanitation District, and the Court, having considered said Petition and the Order of Inclusion entered by the Board of Directors of the Roaring Fork Water & Sanitation District submitted therewith, and being otherwise fully advised in the premises:

IT IS HEREBY ORDERED:

1. That the following described real property be, and the same hereby is, included within the Roaring Fork Water & Sanitation District:

A PARCEL OF LAND SITUATED IN LOTS 4, 5, 10, 11, 12, 13, 15, 16, 17, 22, 23, 24, 28, 29, 30 AND 34 OF SECTION 1 AND LOTS 2, 3, 4, 7, 8, 9, 12, 13, 15, 16 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL OF LAND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, A 1958 BLM BRASS CAP IN PLACE; THENCE S 56°22'41" E 518.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 590

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AT PAGE 955 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE, THE TRUE POINT OF BEGINNING; THENCE S 59°20'23" E ALONG THE SOUTHERLY LINE OF SAID BOOK 590 AT PAGE 955, A DISTANCE OF 208.21 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 63°47'19" E 60.78 FEET TO A REBAR AND CAP L.S. #17488 IN PLACE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 63°47'23" E 334.00 FEET TO A REBAR AND CAP L.S. #17488 IN PLACE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 63°47'20" E 334.00 FEET TO THE SOUTHEAST CORNER OF SAID BOOK 590 AT PAGE 955, A REBAR AND CAP L.S. #17488 IN PLACE; THENCE N 37°11'37" E ALONG THE EASTERLY LINE OF SAID BOOK 590 AT PAGE 955, 298.51 FEET TO A POINT ON THE CENTERLINE OF THE ROARING FORK RIVER; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE CENTERLINE OF SAID RIVER:

1. S 64°20'33" E 539.13 FEET
2. S 69°24'54" E 523.30 FEET
3. S 61°41'54" E 147.51 FEET
4. S 34°19'54" E 646.80 FEET
5. S 29°54'54" E 516.97 FEET TO A POINT ON THE EASTERLY LINE OF LOT 17 OF SAID SECTION 1; THENCE LEAVING SAID CENTERLINE S 00°42'38" E ALONG THE EASTERLY LINE OF LOTS 17, 22 AND 29, A DISTANCE OF 2140.70 FEET; THENCE LEAVING SAID EASTERLY LINE N 89°15'45" E 43.14 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 511 AT PAGE 103 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE WESTERLY LINE OF SAID PROPERTY:

1. S 41°07'10" E 559.76 FEET
2. S 47°56'39" E 519.80 FEET
3. S 47°16'43" E 466.70 FEET
4. S 34°28'09" E 123.72 FEET
5. S 04°45'38" E 390.41 FEET
6. S 08°01'51" W 130.25 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE N 67°25'06" E ALONG THE SOUTHERLY LINE OF SAID PROPERTY 211.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 9 OF SAID SECTION 12; THENCE S 00°22'11" E ALONG SAID EASTERLY LINE 606.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9, A REBAR AND ALUMINUM CAP, LS #22580, IN PLACE; THENCE S 03°11'58" W ALONG THE EASTERLY LINE OF LOT 12 OF SAID SECTION 12 741.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, A REBAR AND ALUMINUM CAP IN



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PLACE; THENCE S 00°06'02" E ALONG THE EASTERLY LINE OF LOT 16 OF SAID SECTION 12 555.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, A REBAR AND ALUMINUM CAP IN PLACE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TELLER SPRINGS SUBDIVISION; THENCE S 89°59'08" W ALONG THE NORTHERLY LINE OF SAID TELLER SPRINGS SUBDIVISION 220.61 FEET TO THE SOUTHEAST CORNER OF PARCEL C OF RECEPTION NO. 444311 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE LEAVING SAID NORTHERLY LINE N 12°57'48" W ALONG THE EASTERLY LINE OF SAID RECEPTION NO. 444311 169.14 FEET; THENCE N 87°58'25" W ALONG THE NORTHERLY LINE OF SAID PARCEL C 324.74 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL C ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 582.29 FEET AND A CENTRAL ANGLE OF 17°52'51", A DISTANCE OF 181.72 FEET (CHORD BEARS S 13°29'05" E 180.98 FEET) TO A POINT ON THE NORTHERLY LINE OF SAID TELLER SPRINGS SUBDIVISION; THENCE S 89°52'26" W ALONG SAID NORTHERLY LINE 174.01 FEET TO THE NORTHWEST CORNER OF THE TELLER SPRINGS OPEN SPACE; THENCE LEAVING SAID NORTHERLY LINE S 21°55'10" W ALONG THE WESTERLY LINE OF SAID OPEN SPACE 53.97 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID TELLER SPRINGS SUBDIVISION AS SHOWN ON THE AMENDED PLAT THEREOF; THENCE S 89°59'08" W ALONG THE NORTHERLY LINE OF SAID LOT 5 165.35 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE N 45°01'42" W 28.27 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE N 89°59'08" W 855.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 109; THENCE THE FOLLOWING TWENTY-THREE (23) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY:

1. N 13°15'08" E 30.84 FEET
2. N 13°40'41" E 86.97 FEET
3. N 14°26'34" E 8.37 FEET
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 263.67 FEET AND A CENTRAL ANGLE OF 22°42'13", A DISTANCE OF 104.48 FEET (CHORD BEARS N 03°05'28" E 103.80 FEET)
5. N 08°15'39" W 721.97 FEET
6. N 09°37'30" W 215.26 FEET
7. N 09°32'11" W 716.14 FEET



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8. N 09°24'35" W 1739.93 FEET
9. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1870.00 FEET AND A CENTRAL ANGLE OF 05°38'57", A DISTANCE OF 184.38 FEET (CHORD BEARS N 06°35'06" W 184.30 FEET)
10. N 03°45'38" W 70.62 FEET
11. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1155.00 FEET AND A CENTRAL ANGLE OF 08°59'23", A DISTANCE OF 181.22 FEET (CHORD BEARS N 08°15'19" W 181.03 FEET)
12. N 12°45'01" W 250.30 FEET
13. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 518.09 FEET AND A CENTRAL ANGLE OF 35°11'37", A DISTANCE OF 318.23 FEET (CHORD BEARS N 30°20'49" W 313.26 FEET)
14. N 47°56'38" W 239.80 FEET
15. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1520.00 FEET AND A CENTRAL ANGLE OF 14°05'17", A DISTANCE OF 373.74 FEET (CHORD BEARS N 40°53'59" W 372.80 FEET)
16. N 33°51'20" W 485.97 FEET
17. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 19°38'05", A DISTANCE OF 212.47 FEET (CHORD BEARS N 43°40'23" W 211.43 FEET)
18. N 53°29'25" W 511.09 FEET
19. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 34°45'42", A DISTANCE OF 285.15 FEET (CHORD BEARS N 36°06'34" W 280.80 FEET)
20. N 18°43'43" W 773.97 FEET
21. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 30°05'19", A DISTANCE OF 325.59 FEET (CHORD BEARS N 03°41'04" W 321.86 FEET)
22. N 11°21'36" E 171.27 FEET
23. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 02°00'46" AND A DISTANCE OF 13.35 FEET (CHORD BEARS N 10°21'13" E 13.35 FEET) TO A POINT ON THE SOUTHERLY LINE OF RIVER RIDGE P.U.D.; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY N 19°24'30" E ALONG SAID SOUTHERLY LINE 83.25 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 65°25'04" E 20.16 FEET TO THE TRUE POINT OF BEGINNING; SAID PARCEL CONTAINING 274.291 ACRES, MORE OR LESS.

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TOGETHER WITH A PARCEL OF LAND SITUATED IN LOTS 23 AND 28 OF SECTION 1 AND LOTS 4, 5, 6, 7, 14, THE NW1/4NW1/4 AND THE SW1/4NW1/4 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL OF LAND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, A BLM BRASS CAP IN PLACE, THE TRUE POINT OF BEGINNING; THENCE S 88°08'24" E ALONG THE NORTHERLY LINE OF THE NW1/4NW1/4 AND LOT 5 OF SAID SECTION 12 1925.15 FEET; THENCE LEAVING SAID NORTHERLY LINE S 01°19'06" W 100.00 FEET; THENCE S 88°08'24" E 150.00 FEET; THENCE N 00°03'38" E 200.10 FEET; THENCE N 88°08'24" W 100.15 FEET TO A POINT ON THE WESTERLY LINE OF LOT 28 OF SAID SECTION 1; THENCE N 01°16'57" W ALONG THE WESTERLY LINE OF LOTS 28 AND 23 OF SAID SECTION 1 1061.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 109; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 23 THE FOLLOWING SEVEN (7) COURSES ALONG THE WESTERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 109:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 458.09 FEET AND A CENTRAL ANGLE OF 36°07'56", A DISTANCE OF 288.88 FEET (CHORD BEARS S 30°48'59" E 284.12 FEET)
2. S 12°45'01" E 247.15 FEET
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1095.00 FEET AND A CENTRAL ANGLE OF 08°59'23", A DISTANCE OF 171.80 FEET (CHORD BEARS S 08°15'19" E 171.63 FEET)
4. S 03°45'38" E 70.62 FEET
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1930.00 FEET AND A CENTRAL ANGLE OF 05°38'57", A DISTANCE OF 190.29 FEET (CHORD BEARS S 06°35'06" E 190.21 FEET)
6. S 09°24'35" E 1739.96 FEET
7. S 09°32'11" E 545.09 FEET (TO A POINT WHENCE AN ONE INCH IRON PIPE BEARS S 80°39'46" W 15.01 FEET); THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY S 80°39'46" W ALONG THE NORTHERLY LINE EXTENDED AND THE NORTHERLY LINE OF RECEPTION NO. 402764 156.56 FEET TO AN ONE INCH IRON PIPE IN PLACE; THENCE CONTINUING ALONG SAID NORTHERLY LINE S 46°49'46" W 319.59 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 402764, A REBAR AND CAP IN PLACE; THENCE S

623587 03/25/2003 04:42P B1450 P678 M ALSDORF
6 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

08°30'14" E ALONG THE WESTERLY LINE OF SAID RECEPTION NO. 402764 AND RECEPTION NO. 418590, 302.72 FEET TO THE SOUTHWEST CORNER OF SAID RECEPTION NO. 418590; THENCE S 80°45'44" W ALONG THE NORTHERLY LINE OF RECEPTION NO. 397182, 177.17 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 397182; THENCE S 17°25'15" W ALONG THE WESTERLY LINE OF RECEPTION NO. 397182 AND RECEPTION NO. 411767, 741.91 FEET TO THE NORTHWEST CORNER OF LOT 21 OF SAID SECTION 12, ALSO BEING THE NORTHWEST CORNER OF TELLER SPRINGS SUBDIVISION; THENCE S 00°00'34" W ALONG THE WESTERLY LINE OF SAID TELLER SPRINGS SUBDIVISION AND THE EASTERLY LINE OF LOT 14 OF SAID SECTION 12 768.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE LEAVING THE WESTERLY LINE OF TELLER SPRINGS SUBDIVISION S 89°00'59" W ALONG THE SOUTHERLY LINE OF SAID LOT 14 468.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE N 00°22'13" E ALONG THE WESTERLY LINE OF SAID LOT 14 1378.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE N 89°07'53" W ALONG THE SOUTHERLY LINE OF THE SW1/4NW1/4 OF SAID SECTION 12 1347.91 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12, AN ALUMINUM CAP IN PLACE; THENCE N 00°33'14" W ALONG THE WESTERLY LINE OF SAID SECTION 12 2728.80 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 166.038 ACRES, MORE OR LESS.

2. From and after the date hereof, this Inclusion order shall have the effect set forth in C.R.S. 32-1-402, and other applicable law.

3. The Petitioner is hereby directed to record a copy of the within Order in the real property records of Garfield County, Colorado, and to provide notice and certified copies of the within Order to the Garfield County Clerk and Recorder, the Garfield County Assessor, and the Division of Local Government in the Department of Local Affairs as required by applicable law.

~~DONE in Open Court~~ this 25th day of March, 2003.

BY THE COURT:

By: [Signature]
District Judge

COMBINED COURT OF GARFIELD COUNTY GLENWOOD SPRINGS, COLORADO	
Certified to be a full, true and correct copy of the original in my custody.	
Dated	<u>3-25-03</u>
By	<u>JAMES C. BRADFORD</u> Clerk
	<u>[Signature]</u> Deputy

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EXHIBITS

Exhibit 1 - Board of County Commissioner Resolution No. 98-80 approving Planned Unit Development zoning for the Rose Ranch PUD (September 09, 1998).

Exhibit 2 - Board of County Commissioner Resolution No. 99-067 amending Planned Unit Development zoning for the Rose Ranch PUD (June 07, 1999).

Exhibit 3 - Board of County Commissioner Resolution No. 99-068 approving the Preliminary Plan for the Rose Ranch PUD (June 07, 1998)

A. Subdivision Improvements Agreement, Rose Ranch Planned Unit Development Phase 1 (September 13, 1999)

B Acknowledgment of Partial Satisfaction of Subdivision Improvements Agreement (December 02, 2002)

Exhibit 4 - PROPOSED MODIFICATIONS TO PRELIMINARY PLAN CONSTRUCTION DOCUMENTS for Rose Ranch PUD.

Exhibit 5 - Ironbridge PUD Development Property Owners within 300 feet of Perimeter Boundary.

Exhibit 6 - EASEMENT AGREEMENT by and between Westbank Mesa Homeowners Association and Roaring Fork Investments, LLC (April 01, 1998).

Exhibit 7 -FIRST AMENDMENT TO EASEMENT AGREEMENT by and between Westbank Mesa Homeowners Association and Roaring Fork Investments, LLC (June 22, 2000).

Exhibit 8 - SECOND AMENDMENT TO EASEMENT AGREEMENT by and between Westbank Mesa Homeowners Association and Roaring Fork Investments, LLC (June 08, 2001).

Exhibit 9 - DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE ROSE RANCH P.U.D., PHASE 1, recorded on September 11, 2000, in Book 1206 at Page 662 as Reception No. 569194, as amended by Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ironbridge recorded March 18, 2003, in Book 1447 at Page 884 as Reception No. 623133.

Exhibit 10 - GRANT OF CONSERVATION EASEMENT by and between Roaring Fork Investments, LLC and the Roaring Fork Conservancy recorded September 11, 2000, in Book 1206 at Page 748 as Reception No. 569196.

Exhibit 11 - DECLARATION OF GOLF FACILITIES DEVELOPMENT CONSTRUCTION AND OPERATIONAL AGREEMENT, recorded on September 11, 2000, in Book 1206 at Page 734 as Reception No. 569195, as amended by First Amendment to Declaration of Golf Facilities Development Construction and Operational Agreement recorded March 18, 2003, in Book 1447 at Page 880 as Reception No. 623132.

Exhibit 12 - First Amendment to Development Agreement by and between Roaring Fork Investments, LLC and the Board of County Commissioners of Garfield County, Colorado, recorded September 11, 2000, in Book 1206 at Page 852 as Reception No. 569200.

- A. Phasing Schedule (proposed)

Exhibit 13

A. PRELIMINARY GEOTECHNICAL STUDY, ROSE RANCH DEVELOPMENT, COUNTY ROAD 109, GARFIELD COUNTY, COLORADO, prepared by Hepworth-Pawlack Geotechnical, Inc. of October 29, 1997 (Job No. 197 327)

B. SUPPLEMENTAL GEOTECHNICAL STUDY EVALUATION OF SINKHOLE REMEDIATION ROSE RANCH DEVELOPMENT, COUNTY ROAD 109, GARFIELD COUNTY, COLORADO, prepared by Hepworth-Pawlack Geotechnical, Inc. of February 12, 1998 (Job No. 197 327)

C. Correspondence from Eldon Von Ohlen, P.E., of EVO Consulting Services, Inc. to Garfield County Board of Commissioners and Staff of February 12, 1998.

D. Applicable provisions of Technical review performed by Michael J. Erion, P.E., Wright Water Engineers, Inc. of May 21, 1998 - submitted in response to PUD Application.

E. Geotechnical Hazard Review prepared by Jonathan L. White, Colorado Geological Survey of May 15, 1998.

F. SUPPLEMENTAL GEOTECHNICAL STUDY EVALUATION OF COLLAPSE POTENTIAL, ROSE RANCH DEVELOPMENT, COUNTY ROAD 109, GARFIELD COUNTY, COLORADO, prepared by Hepworth-Pawlack Geotechnical, Inc. of September 10, 1998 (Job No. 197 327).

G. Correspondence from Jonathan L. White, Colorado Geological Survey, addressing Rose Ranch PUD of December 04, 1998 - submitted in response to Preliminary Plan..

H Applicable provisions of Technical review performed by Michael J. Erion, P.E., Wright Water Engineers, Inc. of February 03, 1999.

I. Correspondence Re: Cart Path Supports from Steven L. Pawlack, Hepworth-Pawlack Geotechnical, Inc. to Ron Heggemeier of February 22, 1999.

J. Correspondence from Steven L. Pawlack, Hepworth Pawlack Geotechnical, Inc. to Mike Staheli, LB Rose Ranch LLC of March 26, 2003.

Exhibit 14

A. Correspondence from David Steinmann, Professional Wetlands Consulting, Inc. to Ron Heggemeier of November 25, 1997 submitted in submitted with PUD application and provided herewith as Exhibit 14A, with following attachments:

- i. Correspondence form Grady L. McNure, Chief, Northwestern Colorado Regulatory Office, U.S. Army Corps of Engineers of July 31, 1997; and
- ii. REPORT ON WETLANDS DELINEATION ENDANGERED SPECIES, CULTURAL RESOURCES for THE ROSE RANCH, prepared by Professional Wetlands Consulting, Inc. of May 30, 1997

B. Applicable provisions of Technical review performed by Michael J. Erion, P.E., Wright Water Engineers, Inc. of May 21, 1998

C. Correspondence to Ron Heggemeier from David Steinmann, Professional Wetlands Consulting, Inc., re: 404 Wetlands Permitting at the Rose Ranch of November 09, 1998.

D. Applicable provisions of Technical review performed by Michael J. Erion, P.E., Wright Water Engineers, Inc. of February 03, 1999 - submitted in response to Preliminary Plan application.

E. Correspondence to Ron Heggemeier from David Steinmann, Professional Wetlands Consulting, Inc., re: Wetlands and North Dry Park Drainage at the Rose Ranch of February 17, 1999

F. Technical Review of Supplemental Information performed by Michael Erion, P.E., Wright Water Engineering, Inc, of February 23, 1999.

G. Correspondence from Grady L. McNure, U.S. Army Corps of Engineers to David Steinman, Professional Wetlands Consulting, Inc. of June 09, 1999, addressing Nationwide General Permit Certification of Dry Park drainage cart path

H. Correspondence from David Steinman, Professional Wetlands Consulting, Inc. to Mike Staheli re: Section 404 Nationwide Permit 26 and Wetlands Impacts at Rose Ranch/Iron Bridge of February 28, 2003.

Exhibit 15 - Correspondence from Steven L. Pawlack, Hepworth Pawlack Geotechnical, Inc. to Mike Staheli, LB Rose Ranch LLC of March 24, 2003.

Exhibit 16 - Land Title Guarantee Company, Commitment for Title Insurance - Order No. GW240393

Exhibit 17 - Existing Conditions map prepared by High Country Engineering, Inc (February 1998) and Tree Inventory & Analysis prepared by Norris Dullae Company (June 17, 1997)

Exhibit 18

- A. ROSE RANCH WILDLIFE REPORT, prepared by Kirk H. Beattie, Ph.D, Beattie Natural Resources Consulting, Inc. (September 26, 1997)
- B. Correspondence to Norris Dullae Company from Kirk H. Beattie, Ph.D, Beattie Natural Resources Consulting, Inc. of February 19, 1998
- C. Correspondence from Kevin Wright, District Wildlife Manager, Colorado Division of Wildlife, to Victoria Giannola of May 04, 1998

Exhibit 19

- A. DRAINAGE REPORT FOR ROSE RANCH P.U.D., Garfield County, Colorado, SKETCH PLAN SUBMITTAL, prepared by High Country Engineering, Inc. on July 7, 1997 (Revised February 12, 1998) (HCE Job No. 97042.02)
- B. Applicable provisions of Technical review performed by Michael J. Erion, P.E., Wright Water Engineers, Inc. of May 21, 1998
- C. DRAINAGE REPORT FOR ROSE RANCH P.U.D., Garfield County, Colorado, PRELIMINARY PLAN SUBMITTAL, prepared by High Country Engineering, Inc. on October 15, 1998 (HCE Job No. 97042.04).
- D. MAINTENANCE PLAN for ROSE RANCH'S BEST MANAGEMENT PRACTICES - WATER QUALITY & DRAINAGE STRUCTURES, prepared by High Country Engineering, Inc on October 15, 1998.
- E. Applicable provisions of Technical review performed by Michael J. Erion, P.E., Wright Water Engineers, Inc. of February 03, 1999
- F. Correspondence from Joe Hope, High Country Engineering, Inc., to Victoria Giannola re: CR 109 Culvert Crossing of February 22, 1999.
- G. Correspondence from Jonathan L. White, Colorado Geological Survey, to Victoria

Giannola re: Cart Path Alignment Review of February 22, 1999

H. Correspondence from Timothy A. Thulson to Don DeFord of June 12, 2002 - submitted in response to construction changes.

I. DRAINAGE REPORT, ROSE RANCH P.U.D., prepared by High Country Engineering, Inc on April 03, 2003.

Exhibit 20

A. Case No. 96CW319

B. Case No. 97CW236

C. Case No. 00CW019

D. Water Engineering Report, Zancanella and Associates, Inc. (20-Feb-98)

E. ROARING FORK WATER & SANITATION DISTRICT LB ROSE RANCH LLC PRE-INCLUSION AGREEMENT (Domestic Water Service)

F. Board of County Commissioner Resolution No. 2001-28.

G. ORDER FOR INCLUSION OF REAL PROPERTY, Case No. 94CV29, District Court, Garfield County, Colorado

H. Roaring Fork Water & Sanitation District domestic water supply test results.

Exhibit 21 - ROARING FORK WATER & SANITATION DISTRICT ROARING FORK INVESTMENTS, LLC PRE-INCLUSION AGREEMENT (Sewer Service)

STATE OF COLORADO

OFFICE OF THE STATE ENGINEER
Division of Water Resources
Department of Natural Resources

RECEIVED

1313 Sherman Street, Room 818
Denver, Colorado 80203
Phone (303) 866-3581
FAX (303) 866-3589

www.water.state.co.us

AUG 11 2003

GARFIELD COUNTY August 6, 2003
BUILDING & PLANNING

Tamara Pregl
Garfield County Building and Planning
108 8th St Ste 201
Glenwood Springs CO 81601



Bill Owens
Governor
Greg E. Walcher
Executive Director
Hal D. Simpson, P.E.
State Engineer

Re: Iron Bridge PUD Amendment/Preliminary Plan
Sec. 35, T6S, R89W & Secs. 1, 2 & 12, T7S, R89W, 6TH PM
W. Division 5, W. District 38

Dear Ms. Pregl:

We have received additional information concerning the above mentioned development proposal. Comments for this project (formerly Rose Ranch) were previously made in our letters dated October 27, 1997; May 15, 1998; February 4, 1999; August 2, 1999; and July 31, 2003. The applicant proposes to subdivide a parcel of approximately 534.189 acres into a golf course, community areas and 292 residential lots (see Exhibit "A", Proposed Modifications to Preliminary Plan Construction Documents) on 115.34 acres, which will contain a maximum of 302 living units, including ADU's. (Note that the preliminary plat provided with this submittal appears to be outdated, since only 171 lots are listed in the land use summary contained therein.) The development will include a 233.514-acre golf course with a clubhouse, community facilities and a multi-use irrigated field. Commercial floor space will be limited to 25,000 square feet. Common Open Space will encompass 162.308 acres. Water features such as ponds will be incorporated. The applicant proposes to provide water services via surface diversions through separate raw and potable systems pursuant to a change of point of diversion and place of use for irrigation water rights decreed in Case No. 96CW319, surface and storage water rights and an augmentation plan decreed in Case No. 97CW236, and wells decreed as alternate points of diversion to surface rights in Case No. 00CW019. The water rights to be used in the potable system are to be transferred to the Roaring Fork Water and Sanitation District (formerly Aspen Glen Water and Sanitation District), which will provide domestic water service to the development per a pre-inclusion agreement, a copy of which was provided. Per the agreement, domestic water service includes domestic in-house use and the irrigation of up to 6.31 acres of lawn and garden irrigation or other equivalent outside uses. The raw water system will be used to irrigate 130 acres of the golf course, 58 acres of lawns and gardens, and 7 acres of parks, playgrounds, garden areas, and a landscaped greenbelt. Direct diversions will be used to fill the ponds. Sewage will be through a central system by inclusion in the Roaring Fork Water and Sanitation District.

Case No. 96CW319 allows for the use of 2.0 cfs of the Glenwood Ditch water rights for the irrigation of 134 acres of land in the development, but Case No. 97CW236 indicates that only 89.2 acres will be irrigated via the these water rights, which prorates to 1.33 cfs. (Per Case No. 97CW236 the 89.2 acres consists of 58 acres of lawns and gardens, 7 acres of parks, playgrounds, garden areas, and a landscaped greenbelt, and 24.2 acres of the golf course.) This amount should be sufficient if land application is via sprinkler irrigation methods.

The augmentation plan decreed in Case No. 97CW236 provides water for 550 EQR's (per said decree, each EQR is equivalent to 300 gallons per day, and 15 of these EQR's are dedicated

to the golf course clubhouse) and ponds with a total surface area of 7 acres. Case No. 97CW236 also notes direct use of the Robertson Ditch water rights as follows: 2.5 cfs to irrigate 32.6 acres of the golf course; 3.64 cfs to continue historical irrigation of 73.2 acres of the Rose Ranch property (which is to be developed as part of the golf course); 1.21 cfs bypass for augmentation per dry-up of 24.6 acres of historical irrigation; and minimal outside uses, during April through October, such as car washing and landscaping, which is equivalent to 6.3 acres of irrigation and 0.312 cfs.

A letter dated March 4, 2002, from Thomas A. Zancanella of Zancanella and Associates, Inc., states that 17.5 acre-feet of consumptive use from the Robertson Ditch water rights should be dedicated to the District so that the District will have adequate water rights to fulfill their water supply obligation. During a discussion of the issues with Tom Zancanella on August 6, 2003, Tom stated that his review of the consumptive use for the development indicated that 6 acre-feet of the pond evaporation occurred outside of the irrigation season, and since Robertson Ditch consumptive use credits are not available outside of the irrigation season, contract water from the West Divide Water Conservancy District would be used to offset these depletions. Subtraction of the 6 acre-feet from the 38.3 acre-feet of pond evaporation leaves 32.3 acre-feet to be replaced by Robertson Ditch consumptive use credits. Subtracting this from the 50 acre-feet of Robertson Ditch consumptive use credits results in 17.7 acre-feet available for transfer to the District.

Additionally, Case No. 97CW236 claims conditional water rights of 7.5 cfs each for the Posy Pump and Pipeline and the Robertson Ditch, Rose Enlargement. This water was proposed to "be used for domestic, storage, commercial for a golf course and related facilities, fire protection uses and to serve as a potable water supply for a golf course /residential development of up to 550 EQR's" and irrigation. Although irrigation is listed as use for the subject water rights, later paragraphs under the titles Operation of the Plan for Augmentation and Dedication of Consumptive Use Credits state that irrigation is to be provided by direct use of the Robertson Ditch and Glenwood Ditch water rights. As such, a portion of the Robertson Ditch direct flow rights is dedicated to provide for the outside uses equivalent to 6.3 acres of irrigation. In contrast to the explanation provided in the plan for augmentation, the applicant proposes to augment the minimal outside uses with Robertson Ditch consumptive use credits and contract water. Noting that the Posy Pump and Pipeline and the Robertson Ditch, Rose Enlargement are decreed for irrigation, and that excess consumptive use credits from the dry-up under the Robertson Ditch are adequate to replace depletions from the minimal outside uses, this appears to be permissible under the decreed plan for augmentation.

→ Assuming a liberal 0.25 gallons/day/square foot of diversions for commercial use, 21 of the 550 EQR's are adequate for the 25,000 square feet of commercial floor space. Subtraction of 21 EQR's for commercial use and the 15 EQR's dedicated to the golf course clubhouse leaves 514 EQR's for the 302 living units and community facilities (e.g., daycare).

Also note that the decree limits irrigation of the golf course to only 130 acres of the 233.514 acres noted in the proposal [24.2 acres will be irrigated with Glenwood Ditch water rights, and 105.8 acres (32.6 acres + 73.2 acres) will be irrigated with Robertson Ditch water rights]. Similarly, no more than 7 acres of the 162.308 acres of Common Open Space may be irrigated.

Based on the above, the State Engineer finds, pursuant to CRS 30-28-136(1)(h)(I), that the proposed water supply for irrigation and pond filling will not cause material injury to decreed water rights and is adequate, and that pursuant to CRS 30-28-136(1)(h)(II), it is our opinion that

the proposed potable water supply will not cause injury to existing water rights. If you or the applicant has any questions concerning this matter, please contact Craig Lis of this office for assistance.

Sincerely,



Dick Wolfe, P.E.
Chief of Water Supply

DW/CML/ Iron Bridge PUD.doc

cc: Alan Martellaro, Division Engineer
Bill Blakeslee, Water Commissioner, District 38

ACZ**Analytical Results**

ACZ Laboratories, Inc.
30400 Downhill Drive
Steamboat Springs, CO 80487
(800) 334-5493

Resource Engineering, Inc.
909 Colorado Ave.
Glenwood Springs, CO 81601
Attn: John Currier

Lab Sample ID: L1690-02
Client Sample ID: Trip Blank
Client Project ID: AG WELL NO.4
ACZ Report ID: RG5319

Date Sampled: 2/14/95
Date Received: 2/15/95
Date Reported: 3/6/95

Sample Matrix: Drinking Water

Wet Chemistry

Parameter	EPA Method	Result	Qual	Units	MDL	PQL	Date	Analyst
Cyanide, total	M335.3 - Colorimetric w/ distillation		U	mg/L	0.01	0.05	2/28/95	hm

Inorganic Qualifiers (based on EPA CLP 3.90)

U = Analyte was analyzed for but not detected

B = Analyte concentration detected at a value between MDL and PQL

PQL = Practical Quantitation Limit

Ralph V. Poulsen

VP - Operations: Ralph Poulsen

ACZ**Analytical Results**

ACZ Laboratories, Inc.
30400 Downhill Drive
Steamboat Spgs, CO 80487
(800) 334-5493

Resource Engineering
909 Colorado Ave.
Glenwood Springs, CO 81601

Lab Sample ID: L4690-1
Client Sample ID: AG Well No. 4
Client Project ID: AG Well No. 4
ACZ Report ID: RC1522
Date Sampled: 2/14/95
Date Received: 2/15/95
Date Reported: 2/21/95

Att: John Currier

Matrix: water

Radiochemistry

Parameter	EPA Method	Result	Error (%)	Qual	Units	MDL	PQL	Date	Analyst
Gross Alpha	EPA 9310			<	pCi/L	1.0	5.0	17-Feb-95	tje
Gross Beta	EPA 9310	1	4	B	pCi/L	1.0	5.0	17-Feb-95	tje

Remarks:

Inorganic Qualifiers (based on EPA DLP 3/90)

- < = Analyte at a concentration less than the detection limit
- B = Concentration for analyte estimated between MDL and PQL
- PQL = Practical Quantitation Limit

Ralph V. Poulsen
VP-Operations: Ralph Poulsen

12/08/1995 10:17 303-782-8398

CDH WQCD WQCC

Colorado Department of Public Health and Environment - Drinking Water Section REPORTING FORM FOR ORIGINAL PHASE II V INORGANIC ANALYSES

SAMPLER: PLEASE FILL OUT ONE FORM - FOR EACH INDIVIDUAL SOURCE/PLANT or COMPOSITE SET

YES or NO THESE RESULTS ARE TO BE USED TO FULFILL STATE SAMPLING REQUIREMENTS

INSTRUCTIONS/DEFINITIONS ON BACK OF FORM

PWSID #: 123125 COUNTY: GARFIELD DATE COLLECTED: 2, 14, 95
 SYSTEM/ESTABLISHMENT NAME: RESOURCE ENG. INC
 SYSTEM ADDRESS: 909 Colorado Ave, Greenwood Springs CO STATE: CO
 CONTACT PERSON: JOHN CURRIER PHONE: (303) 945-6777
 SAMPLE COLLECTED BY: JOHN CURRIER TIME COLLECTED: 9:53 am
 WATER TYPE: RAW or CHLORINATED or OTHER TREATMENT

SOURCE(S):

LOCATION(S) - Address:

SAMPLE POINT(S):

AG Well No. 4, NA, well head.

DO SAMPLES NEED TO BE COMPOSITED BY LABORATORY? YES or NO

For Laboratory Use Only Below This Line

LABORATORY SAMPLE # L4690-01 CLIENT NAME or ID# Resource Engineering
 LABORATORY NAME ACZ Laboratories Inc LAB PHONE # 1303 949-6990
 DATE RECEIVED IN LABORATORY 2/15/95 DATE ANALYZED * 1 1
 COMMENTS * Analyser dates vary

PARAMETER	(mg/l) RESULT	(mg/l) MCL	EPA METHOD	(mg/l) Lab MDL
ANTIMONY	<u>BDL</u>	0.008	<u>204.2</u>	<u>0.002</u>
ARSENIC	<u>BDL</u>	0.05	<u>206.2</u>	<u>0.001</u>
BARIUM	<u>0.059</u>	2.0	<u>200.7</u>	<u>0.003</u>
BERYLLIUM	<u>BDL</u>	0.004	<u>200.7</u>	<u>0.002</u>
CADMIUM	<u>BDL</u>	0.005	<u>200.7</u>	<u>0.003</u>
CHROMIUM	<u>BDL</u>	0.1	<u>200.7</u>	<u>0.009</u>
COPPER	<u>0.009</u>	1.3*	<u>200.2</u>	<u>0.001</u>
CYANIDE	<u>BDL</u>	0.2	<u>335.3</u>	<u>0.01</u>
FLUORIDE	<u>0.2</u>	4.0	<u>340.2</u>	<u>0.1</u>
LEAD	<u>BDL</u>	0.015**	<u>239.2</u>	<u>0.005</u>
MERCURY	<u>BDL</u>	0.002	<u>245.1</u>	<u>0.002</u>
NICKEL	<u>BDL</u>	0.1	<u>200.7</u>	<u>0.01</u>
SELENIUM	<u>BDL</u>	0.05	<u>3500.5cc</u>	<u>0.001</u>
SODIUM	<u>3.6</u>	**	<u>200.7</u>	<u>0.3</u>
SULFATE	<u>170</u>	500.0**	<u>375.3</u>	<u>10</u>
THALLIUM	<u>BDL</u>	0.002	<u>279.2</u>	<u>0.002</u>

NT = Not Tested for Contaminant
 mg/L = Milligrams per Liter
 MCL = Maximum Contaminant Level
 Lab MDL = Laboratory Method Detection Limit

* = NOT an MCL, "Action Level"
 ** = NOT an MCL, "Maximum Requirement Only"
 N = Holding time has been exceeded

Ralph V. Pober Vice Pres 3/10/95
 Reviewed & Approved by Title Date

02/08/1995 10:17

303-782-8390

CDH WCCD WCCC

Colorado Department of Public Health and Environment - Drinking Water Section REPORTING FORM FOR NITRATE/NITRITE and NITROGEN ANALYSES

SAMPLER: PLEASE FILL OUT ONE FORM - FOR EACH INDIVIDUAL SOURCE/PLANT or COMPOSITE SET

YES or NO THESE RESULTS ARE TO BE USED TO FULFILL STATE SAMPLING REQUIREMENTS

**** INSTRUCTIONS/DEFINITIONS ON BACK OF FORM ****

PWSID #: 123125 COUNTY: CARFIELD DATE COLLECTED: 2.14.95
 SYSTEM/ESTABLISHMENT NAME: RESOURCE ENG, INC.
 SYSTEM ADDRESS: 909 Colorado Ave. Greenwood Springs, CO 81660
(Street address/PO Box) CITY STATE ZIP
 CONTACT PERSON: JOHN CURRIER PHONE: (303) 945-6777
 SAMPLE COLLECTED BY: JOHN CURRIER TIME COLLECTED: 9:50 am pm
 WATER TYPE: RAW or CHLORINATED or OTHER TREATMENT

SOURCE(S):

LOCATION(S) - Address

SAMPLE POINT(S):

A6 Well No. 4

NA

Well head

DO SAMPLES NEED TO BE COMPOSITED BY LABORATORY? YES or NO

For Laboratory Use Only Below This Line

LABORATORY SAMPLE # L4690-01 CLIENT NAME or ID# Resource Eng. Inc.
 LABORATORY NAME ACZ Laboratories Inc. LAB PHONE # (303) 879-6590
 DATE RECEIVED IN LABORATORY 2.15.95 DATE ANALYZED 2.16.95
 COMMENTS: _____

PARAMETER	(mg/l) RESULT	(mg/l) MCL	EPA METHOD	(mg/l) Lab MDL
NITRATE/NITRITE-N	<u>0.75</u>	10.0	<u>353.2</u>	<u>0.02</u>
NITRATE-N	<u>0.75</u>	10.0	<u>353.2</u>	<u>0.02</u>
NITRITE-N	<u>NDL</u>	1.0	<u>353.2</u>	<u>0.01</u>

NT = Not Tested for compound
 mg/L = Milligrams per Liter
 MCL = Maximum Contaminant Level
 Lab MDL = Laboratory Method Detection Limit
 H = Holding Time has been exceeded

Ralph V. Poaben

Vice Pres.
Title

3.10.95

Date

Reviewed & Approved by

12/08/1995 10:17 303-782-8390

Colorado Department of Public Health and Environment - Drinking Water Section
REPORTING FORM FOR RADIOLOGICAL ANALYSES

SAMPLER: PLEASE FILL OUT ONE FORM - FOR EACH INDIVIDUAL SOURCE/PLANT or COMPOSITE SET

YES [X] or NO [] THESE RESULTS ARE TO BE USED TO FULFILL STATE SAMPLING REQUIREMENTS

*** INSTRUCTIONS/DEFINITIONS ON BACK OF FORM ***

PWSID #: 123125 COUNTY: GRANDFIELD DATE COLLECTED: 2/14/95
SYSTEM/ESTABLISHMENT NAME: ARIPEN GLEN WATER SYSTEM
SYSTEM ADDRESS: C/O RESOURCE ENG. INC. 909 Colorado Ave. GWS, CO 81601

CONTACT PERSON: JOHN CURRIER PHONE: (303) 745-6777
SAMPLE COLLECTED BY: JOHN CURRIER TIME COLLECTED: 7:50 am

WATER TYPE: RAW or chlorinated or OTHER TREATMENT

SOURCE(S): AG Well No. 4 LOCATION(S): - Address NA SAMPLE POINT(S): well head

DO SAMPLES NEED TO BE COMPOSITED BY LABORATORY? YES [] or NO [X]

LABORATORY SAMPLE # 14690-1 CLIENT NAME or ID# Resource Engineering
LABORATORY NAME ACZ Laboratories Inc LAB PHONE # (303) 829-6590
DATE RECEIVED IN LABORATORY 2/15/95 DATE ANALYZED 2/17/95

COMMENTS

PARAMETER	(pCi/l) RESULT	(pCi/l) MCL	EPA METHOD	(pCi/l) Lab MDL
GROSS ALPHA	<u>BDL</u>	...	<u>9310</u>	<u>1.0</u>
GROSS BETA	<u>1</u>	50	<u>9310</u>	<u>1.0</u>
TOTAL SOLIDS, mg/L		N/A		
RADIUM 226		.		
RADIUM 228		.		
URANIUM		..		
RADON		..		
ADJUSTED ALPHA		15***		

NT = Not Tested for compound
 N/A = Not Applicable
 mg/L = Milligrams per Liter
 pCi/L = Picocuries per Liter
 MCL = Maximum Contaminant Level
 Lab MDL = Laboratory Method Detection Limit
 * = MCL for Radium 226 and 228 COMBINED is 6 pCi/L. MCL in the process of being changed by EPA.
 ** = MCL in the process of being set by EPA
 *** = Gross Alpha minus Uranium minus Radon equals Adjusted Alpha

Reviewed & Approved by Ralph V. Peaker Title Vice Pres. Date 3/10/95

ACZ Laboratories, Inc

VOLATILE ORGANICS ANALYSIS REPORT

Client: Resource Engineering, Inc.
 Client Project No: AG Well No. 4
 Sample ID: Trip Blank
 Matrix: Water
 Sample Date: 2/14/85
 Report Date: 2/27/85

Lab Sample ID: L4690-02
 Lab File ID: C5312
 Date Received: 2/15/85
 Date Analyzed: 2/24/85
 Dilution Factor: 1

Method ID: EPA 524.2, Purge & Trap GC/MS Concentration Units: ug/L

CAS NO.	COMPOUND	CONCENTRATION	MDL	Q
71-43-2	Benzene		1	U
108-86-1	Bromobenzene		1	U
74-87-5	Bromochloromethane		1	U
75-27-4	Bromodichloromethane		1	U
75-25-2	Bromoform		1	U
74-83-9	Bromomethane		1	U
104-51-8	n-Butylbenzene		1	U
135-98-8	sec-Butylbenzene		1	U
98-08-8	tert-Butylbenzene		1	U
56-23-5	Carbon tetrachloride		1	U
108-90-7	Chlorobenzene		1	U
75-00-3	Chloroethane		1	U
87-68-3	Chloroform		1	U
74-87-3	Chloromethane		1	U
95-49-8	1,2-Chlorotoluene		1	U
108-49-8	1,4-Chlorotoluene		1	U
124-48-1	Dibromochloromethane		1	U
96-12-8	1,2-Dibromo-3-chloropropane		1	U
108-83-4	1,2-Dibromomethane (EDB)		1	U
74-95-3	Dibromomethane		1	U
95-50-1	1,2-Dichlorobenzene		1	U
541-73-1	1,3-Dichlorobenzene		1	U
106-46-7	1,4-Dichlorobenzene		1	U
75-71-8	Dichlorodifluoromethane		1	U
75-34-3	1,1-Dichloroethane		1	U
107-08-2	1,2-Dichloroethane		1	U
75-35-4	1,1-Dichloroethylene		1	U
156-59-4	cis-1,2-Dichloroethylene		1	U
156-60-5	trans-1,2-Dichloroethylene		1	U
78-87-5	1,2-Dichloropropane		1	U
142-28-9	1,3-Dichloropropane		1	U
590-20-7	2,2-Dichloropropane		1	U
553-58-6	1,1-Dichloropropene		1	U
10061-01-5	cis-1,3-Dichloropropene		1	U
10061-02-6	trans-1,3-Dichloropropene		1	U

ACZ Laboratories, Inc

VOLATILE ORGANICS ANALYSIS REPORT

Client: Resource Engineering, Inc.
 Client Project No: AG Well No. 4
 Sample ID: Trip Blank
 Matrix: Water
 Sample Date: 2/14/95
 Report Date: 2/27/95

Lab Sample ID: L4690-02
 Lab File ID: C5312
 Date Received: 2/15/95
 Date Analyzed: 2/24/95
 Dilution Factor: 1

Method ID: EPA 524.2, Purge & Trap GC/MS Concentration Units: ug/L

CAS NO.	COMPOUND	CONCENTRATION	MDL	Q
100-41-4	Ethylbenzene		1	U
87-68-3	Hexachlorobutadiene		1	U
98-82-8	Isopropylbenzene (cumene)		1	U
99-87-6	1,4-Isopropyltoluene (p-cymene)		1	U
75-09-2	Methylene Chloride		1	U
91-20-3	Naphthalene		1	U
103-65-1	n-Propylbenzene		1	U
100-42-5	Styrene		1	U
630-20-6	1,1,1,2-Tetrachloroethane		1	U
79-34-5	1,1,2,2-Tetrachloroethane		1	U
127-18-5	Tetrachloroethylene		1	U
108-88-3	Toluene		1	U
87-61-6	1,2,3-Trichlorobenzene		1	U
120-82-1	1,2,4-Trichlorobenzene		1	U
71-55-6	1,1,1-Trichloroethane		1	U
78-00-5	1,1,2-Trichloroethane		1	U
78-01-6	Trichloroethylene		1	U
75-69-4	Trichlorofluoromethane		1	U
86-18-4	1,2,3-Trichloropropane		1	U
95-83-8	1,2,4-Trimethylbenzene		1	U
108-67-8	1,3,5-Trimethylbenzene		1	U
75-01-4	Vinyl chloride		1	U
95-47-6	o-Xylene		1	U
108-38-3	m-Xylene		1	U
108-42-3	p-Xylene		1	U

Q FORMAT:

"U" indicates compound was not detected
 "J" indicates compound detected < MDL (Method Detection Limit)
 "B" indicates compound was found in daily calibration blank

COMMENTS:

APPROVED:


 Organic Laboratory Supervisor

ACZ Laboratories, Inc.

VOLATILE ORGANICS ANALYSIS REPORT

Client:	Resource Engineering, Inc.	Lab Sample ID:	L4690-01
Client Project No:	AG Well No. 4	Lab File ID:	C5313
Sample ID:	AG Well No. 4	Date Received:	2/15/95
Matrix:	Water	Date Analyzed:	2/24/95
Sample Date:	2/14/95	Dilution Factor:	1
Report Date:	2/27/95		

Method ID:	EPA 524.2, Purge & Trap GC/MS	Concentration Units:	ug/L
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CAS NO.	COMPOUND	CONCENTRATION	MDL Q
71-43-2	Benzene		1 U
108-86-1	Bromobenzene		1 U
74-97-5	Bromochloromethane		1 U
75-27-4	Bromodichloromethane		1 U
75-25-2	Bromoform		1 U
74-83-9	Bromomethane		1 U
104-51-8	n-Butylbenzene		1 U
135-98-8	sec-Butylbenzene		1 U
98-08-8	tert-Butylbenzene		1 U
56-23-5	Carbon tetrachloride		1 U
108-90-7	Chlorobenzene		1 U
75-00-3	Chloroethane		1 U
67-66-3	Chloroform		1 U
74-87-3	Chloromethane		1 U
95-49-8	1,2-Chlorotoluene		1 U
106-49-8	1,4-Chlorotoluene		1 U
124-48-1	Dibromochloromethane		1 U
98-12-8	1,2-Dibromo-3-chloropropane		1 U
108-93-4	1,2-Dibromomethane (EDB)		1 U
74-85-3	Dibromomethane		1 U
95-50-1	1,2-Dichlorobenzene		1 U
541-73-1	1,3-Dichlorobenzene		1 U
106-46-7	1,4-Dichlorobenzene		1 U
75-71-8	Dichlorodifluoromethane		1 U
75-34-3	1,1-Dichloroethane		1 U
107-08-2	1,2-Dichloroethane		1 U
75-35-4	1,1-Dichloroethylene		1 U
156-59-4	cis-1,2-Dichloroethylene		1 U
156-60-5	trans-1,2-Dichloroethylene		1 U
78-87-5	1,2-Dichloropropane		1 U
142-28-9	1,3-Dichloropropane		1 U
590-20-7	2,2-Dichloropropane		1 U
583-58-6	1,1-Dichloropropene		1 U
10061-01-5	cis-1,3-Dichloropropene		1 U
10061-02-6	trans-1,3-Dichloropropene		1 U

ACZ Laboratories, Inc

VOLATILE ORGANICS ANALYSIS REPORT

Client: Resource Engineering, Inc.
 Client Project No: AG Well No. 4
 Sample ID: AG Well No. 4
 Matrix: Water
 Sample Date: 2/14/95
 Report Date: 2/27/95

Lab Sample ID: L4690-01
 Lab File ID: C5373
 Date Received: 2/15/95
 Date Analyzed: 2/24/95
 Dilution Factor: 1

Method ID: EPA 524.2, Purge & Trap GC/MS Concentration Units: ug/L

CAS NO.	COMPOUND	CONCENTRATION	MDL Q
100-41-4	Ethylbenzene		1 U
87-68-3	Hexachlorobutadiene		1 U
98-82-8	Isopropylbenzene (Cumene)		1 U
99-87-6	1,4-Isopropyltoluene (p-Cymene)		1 U
75-09-2	Methylene Chloride		1 U
91-20-3	Naphthalene		1 U
103-65-1	n-Propylbenzene		1 U
100-42-5	Styrene		1 U
630-20-6	1,1,1,2-Tetrachloroethane		1 U
79-34-5	1,1,2,2-Tetrachloroethane		1 U
127-18-5	Tetrachloroethylene		1 U
108-88-3	Toluene		1 U
87-81-6	1,2,3-Trichlorobenzene		1 U
120-82-1	1,2,4-Trichlorobenzene		1 U
71-55-6	1,1,1-Trichloroethane		1 U
79-00-5	1,1,2-Trichloroethane		1 U
79-01-6	Trichloroethylene		1 U
75-89-4	Trichlorofluoromethane		1 U
96-18-4	1,2,3-Trichloropropane		1 U
95-63-6	1,2,4-Trimethylbenzene		1 U
108-67-8	1,3,5-Trimethylbenzene		1 U
75-01-4	Vinyl chloride		1 U
95-47-8	o-Xylene		1 U
108-38-3	m-Xylene		1 U
106-42-3	p-Xylene		1 U

Q FORMAT: "U" indicates compound was not detected
 "J" indicates compound detected < MDL (Method Detection Limit)
 "B" indicates compound was found in daily calibration blank

COMMENTS:

APPROVED:


 Organic Laboratory Supervisor

02/08/1995 10:17 303-782-8398

CDM WQCD WQCS

Colorado Department of Public Health and Environment - Drinking Water Section REPORTING FORM FOR PHASE I, II, V ORGANIC ANALYSES

SAMPLER: PLEASE FILL OUT ONE FORM - FOR EACH INDIVIDUAL SOURCE/PLANT or COMPOSITE SET
YES [] or NO [] THESE RESULTS ARE TO BE USED TO FULFILL STATE SAMPLING REQUIREMENTS

*** INSTRUCTIONS/DEFINITIONS ON BACK OF FORM ***

PWSID #: 123125 COUNTY: COLORADO DATE COLLECTED: 2, 19, 95

SYSTEM/ESTABLISHMENT NAME: RESOURCE ENG INC

SYSTEM ADDRESS: 909 Colorado Ave Greenwood Springs CO 81600

CONTACT PERSON: JOHN WARNER PHONE: (303) 945-6777

SAMPLE COLLECTED BY: JOHN WARNER TIME COLLECTED: 9:50 am/pm

WATER TYPE: RAW or CHLORINATED or OTHER TREATMENT

SOURCE(S): LOCATION(S) - Address SAMPLE POINT(S):

A4 Well No 4 : NA WELL HEADS

DO SAMPLES NEED TO BE COMPOSITED BY LABORATORY? YES [] or NO []

If yes, record information for second source or second PWSID:
SOURCE(S): LOCATION(S) - Address SAMPLE POINT(S):

For Laboratory Use Only Below This Line

LABORATORY SAMPLE #: L4690-01 CLIENT NAME or ID#: Resource Eng. Inc

LABORATORY NAME: ACZ Laboratories Inc LAB PHONE #: (303) 879-6590

DATE RECEIVED IN LABORATORY: 2, 15, 95 DATE ANALYZED: 1 1

COMMENTS:

PWSID# 123125

LABORATORY NUMBER

NO

REGULATED ORGANIC CHEMICALS—SOCs (CONT.)

CONTAMINANT	CASE#	(ug/l) RESULT	(ug/l) Lab MDL	EPA METHOD	(ug/l) Lab MDL	(ug/l) BLANK RESULT
Di(2-ethylhexyl)adipate	103-23-1	_____	400	_____	_____	_____
Di(2-ethylhexyl)phthalate	117-81-7	_____	_____	_____	_____	_____
Endothall	145-73-3	_____	100	_____	_____	_____
Endrin	72-20-8	_____	_____	_____	_____	_____
Ethylene dibromide	106-83-4	_____	0.5	_____	_____	_____
Glyphosate	1071-53-8	_____	700	_____	_____	_____
Heptachlor	78-44-8	_____	0.5	_____	_____	_____
Heptachlor epoxide	1024-57-3	_____	0.5	_____	_____	_____
Hexachlorobenzene	118-74-1	_____	_____	_____	_____	_____
Hexachlorocyclopentadiene	77-47-4	_____	50	_____	_____	_____
Lindane	58-88-8	_____	0.5	_____	_____	_____
Methoxychlor	72-43-5	_____	40	_____	_____	_____
Oxamyl	23135-22-0	_____	200	_____	_____	_____
Pentachlorophenol	87-88-8	_____	_____	_____	_____	_____
Picloram	1918-02-1	_____	500	_____	_____	_____
Polychlorinated biphenyl's	1338-36-3	_____	0.5	_____	_____	_____
Simazine	122-34-8	_____	_____	_____	_____	_____
Toxaphene	8001-35-2	_____	_____	_____	_____	_____

NO

UNREGULATED ORGANIC CHEMICALS—SOCs

CONTAMINANT	CASE#	(ug/l) RESULT	EPA METHOD	(ug/l) Lab MDL	(ug/l) BLANK RESULT
3-Hydroxycarbofuran	(Unk)	_____	_____	_____	_____
Aldicarb	116-06-3	_____	_____	_____	_____
Aldicarb sulfone	1848-87-8	_____	_____	_____	_____
Aldicarb sulfoxide	1648-87-3	_____	_____	_____	_____
Aldrin	309-00-3	_____	_____	_____	_____
Butachlor	23814-88-1	_____	_____	_____	_____
Carbaryl	63-25-2	_____	_____	_____	_____
Dicamba	1989-00-9	_____	_____	_____	_____
Dieldrin	80-57-1	_____	_____	_____	_____
Methomyl	18762-77-5	_____	_____	_____	_____
Metolachlor	51218-45-2	_____	_____	_____	_____
Metribuzin	21087-64-9	_____	_____	_____	_____
Propachlor	1918-16-7	_____	_____	_____	_____

YES

UNREGULATED ORGANIC CHEMICALS—VOCs

CONTAMINANT	CASE#	(ug/l) RESULT	EPA METHOD	(ug/l) Lab MDL	(ug/l) BLANK RESULT
1,1-Dichloroethane	75-34-3	<u>BDL</u>	<u>529-2</u>	<u>1.0</u>	<u>BDL</u>
1,1-Dichloropropane	563-88-6	_____	_____	_____	_____
1,1,1,2-Tetrachloroethane	630-20-9	_____	_____	_____	_____
1,1,2,2-Tetrachloroethane	79-34-5	_____	_____	_____	_____
1,2,3-Trichlorobenzene	87-61-8	_____	_____	_____	_____
1,2,3-Trichloropropane	96-18-4	_____	_____	_____	_____

32/08/1995 10:17 303-782-0390

CDH WQCD WQCD

PAGE 2

PWSID# 127125

LABORATORY NUMBER

ALL RESULTS SHOULD BE REPORTED IN ug/l

1/23/95

UNREGULATED VOCs (TRIFLUOROMETHANES):

These THM results do NOT count as the regulated THM results for systems serving greater than 10,000 population.

CONTAMINANT	CASE#	(ug/l) RESULT	EPA METHOD	(ug/l) Lab MDL	(ug/l) BLANK RESULT
Chloroform	67-003	BDL	524.2	1.0	BDL
Bromodichloromethane	75-274				
Chlorodibromomethane	124-487				
Bromoform	75-252				

1/23/95

REGULATED ORGANIC CHEMICALS--VOCs

CONTAMINANT	CASE#	(ug/l) RESULT	(ug/l) MDL	EPA METHOD	(ug/l) Lab MDL	(ug/l) BLANK RESULT
1,1-Dichloroethylene	75-354	BDL	7	524.2	1.0	BDL
1,1,1-Trichloroethane	71-555		200			
1,1,2-Trichloroethane	79-005		5			
1,2-Dichloroethane	107-082		5			
1,2-Dichloropropane	78-875		6			
1,2,4-Trichlorobenzene	120-821		70			
Benzene	71-432		6			
Carbon tetrachloride	58-235		5			
cis-1,2-Dichloroethylene	158-582		70			
Dichloromethane	75-092		6			
Ethylbenzene	100-414		200			
Monochlorobenzene	108-367		200			
o-Dichlorobenzene	95-501		200			
para-Dichlorobenzene	106-487		75			
Styrene	100-425		200			
Tetrachloroethylene	127-124		5			
Toluene	108-863		200			
trans-1,2-Dichloroethylene	158-585		200			
Trichloroethylene	78-016		5			
Vinyl chloride	75-014		2			
Xylenes (total)	1330-267		2000			

NO

REGULATED ORGANIC CHEMICALS--SOCs

CONTAMINANT	CASE#	(ug/l) RESULT	(ug/l) MDL	EPA METHOD	(ug/l) Lab MDL	(ug/l) BLANK RESULT
Dioxin	1746-01-6		70			
2,4,-D	94-75-7		50			
2,4,6,-TP	93-72-1		2			
Alachlor	15872-80-8		3			
Atrazine	1812-21-8		0.2			
Benz(a)pyrene	50-32-5		40			
Carbofuran	1863-05-2		2			
Chlordane	52-72-5		200			
Dalapon	75-02-0		0.2			
Dibromochloropropane	96-12-0		7			
	85-05-7					

12/08/1995 10:17 303-782-8398

CDH WQCD WCCO

PAGE 4

PWSID# 123125

LABORATORY NUMBER

1231

UNREGULATED ORGANIC CHEMICALS - VOCs (CONT.)

CONTAMINANT	CASE	(ug/l) RESULT	EPA METHOD	(ug/l) Lab MDL	(ug/l) BLANK RESULT
1,2,4-Trimethylbenzene	95-63-8	BDL	5242	10	BDL
1,3-Dichloropropane	142-28-9				
1,3-Dichloropropane	542-75-8				
1,3,5-Trimethylbenzene	108-67-8				
2,2-Dichloropropane	590-20-7				
Bromobenzene	108-88-11				
Bromochloromethane	74-87-5				
Bromomethane	74-86-4				
Chloroethane	75-00-6				
Chloromethane	74-87-3				
Dibromomethane	74-85-3				
Dichlorodifluoromethane	75-71-8				
Fluorotrichloromethane	75-85-4				
Hexachlorobutadiene	87-86-3				
Isopropylbenzene	98-82-2				
m-Dichlorobenzene	541-73-1				
Naphthalene	91-20-3				
n-Butylbenzene	104-61-8				
n-Propylbenzene	103-65-1				
o-Chlorotoluene	95-48-9				
p-Chlorotoluene	108-43-4				
p-Isopropyltoluene	25155-15-1				
Sec-butylbenzene	135-98-8				
Tert-butylbenzene	98-06-8				

Codes used:

- NT = Not tested for compound
- B = The analyte is found in the associated blank as well as in the sample
- ug/l = Micrograms per liter
- MCL = Maximum Contaminant Level
- BDL = Indicates that the compound was analyzed for, but was below the Lab MDL
- Lab MDL = Laboratory Method Detection Limit
- J = Indicates the presence of a compound that meets the identification criteria but the result is less than the sample quantitation limit and greater than the Lab MDL (Above the Lab MDL but below the ROL)

Ralph V. Buban

Reviewed & Approved by

Pres.

3, 10, 1995
Date



ANALYSIS OF WATERBORNE PARTICULATES

System Name: Aspen Glen Well Number 2 *4/10/95*
System Address: c/o Resource Engineering, 909 Colorado Avenue, Glenwood Springs, CO 80601
County: Garfield **Phone:** (303) 245-6777

Name of Water Source: Aspen Glen Well Number 2 WSID# 123125 (system not yet constructed)
Raw or Finished: Raw **Ground or Surface:** Ground
Date of Sampling: 2/8 to 2/10/95 **Date Received:** 2/10/95 (Processed 2/10/95)
Quantity Sampled: 758 gallons **Sampler:** John Carrier
Sample Start Time: 1430 **Sample End Time:** 0840

Appearance of Filter: Dark brown color in outer layers with a "gritty" appearance; inner layers light brown color
Fine Amorphous Debris: greater than 16,000 per 100 gallons (silica)
Large Amorphous Debris: greater than 316,000 per 100 gallons (silica)
Algae: none observed **Diatoms:** none observed
Plant Debris: none observed **Giardia:** none observed
Free-Living Nematodes: none observed **Ciliates:** none observed
Flagellates: none observed **Cryptomonads/eggs:** none observed
Other: three pollen per 100 gallons and 6,320 minerals per 100 gallons
Largest Observed Particle Size (um): approx. 85 um, width of pollen

Comments: Total mls of centrifugate = 1.23 mls. 100 gallon equivalent = 162 uls. Analysis performed by the Modified Reference Method per February 1994 CDH modifications. Use of Hoffman Modulation Optics and epifluorescent microscope to assist in the general examination of sample aliquots.

Laboratory/Analyst: Carrie Howe
Microsearch Inc.
2783 Webster Rd.
Grand Junction, CO 81503

ROARING FORK WATER & SANITATION DISTRICT
ROARING FORK INVESTMENTS, LLC
PRE-INCLUSION AGREEMENT

~~February~~ ^{Sept.} THIS PRE-INCLUSION AGREEMENT is made and entered into this ~~15th~~ day of February, 1999 by and between the Roaring Fork Water & Sanitation District (formerly the "Aspen Glen Water & Sanitation District"), a Colorado special district, whose address is 9929 Highway 82, Carbondale, Colorado 81623 ("District"), Roaring Fork Investments, LLC whose address is 19555 E. Mainstreet, Suite 200, Parker, Colorado 80138 ("Roaring Fork") and the Board of County Commissioners for Garfield County, Colorado ("County").

WITNESSETH

WHEREAS, the District is a special district, formed and functioning under authority of C.R.S. §§ 32-1-101 *et. seq.* (West Supp. 1998) and the District's "Service Plan" ordered and decreed by the Garfield County District Court in Case No. 94CV29, providing water and sewer service in Garfield County, Colorado; and

WHEREAS, Roaring Fork is the owner and developer of that real property located in Garfield County, Colorado, more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Rose Ranch Property"), which real property Roaring Fork desires to have included within the District's boundaries in order to receive sewer service from the District; and

WHEREAS, instant to future possible expansions and/or extensions of the District's sewer treatment facilities, the Rose Ranch Property has been deemed under the District's Service Plan to constitute, "[r]eal property capable of being served by the facilities of the District..." as that phrase is used in C.R.S. § 32-1-401, for purposes of the inclusion of real property within a special district; and

WHEREAS, as provided by the OUT-OF-DISTRICT SEWER SERVICE AGREEMENT ("Out-of-District Contract") executed by the District and the prior owner of the Rose Ranch Property, the District is obligated to provide sewer service to the Rose Ranch Property upon the terms and conditions contained in such Out-of-District Contract; and

WHEREAS, under the Annexation Policy set forth within the District's Service Plan and the provisions of the Out-of-District Contract Roaring Fork may, in lieu of receiving District sewer service under the terms of the Out-of-District Contract, petition to have the Rose Ranch Property included within the boundaries of the District pursuant to C.R.S. § 32-1-401 *et. seq.* and

RECEIVED AUG 06 1999
GARFIELD COUNTY
PLANNING DEPARTMENT
109 8TH ST. - SUITE 303
GLENWOOD SPRINGS, CO 81601

WHEREAS, Roaring Fork has received from the County, planned unit development zoning approval ("PUD") for the Rose Ranch Property for 292 residential units, a golf course, club house and attendant recreational facilities, which approval is set forth within Resolution No. 98-80, issued by the County and filed for record, in the Office of the Clerk and Recorder for Garfield County, Colorado on 09-Sep-98 at Book 1087, Page 862 as Reception No. 531935. It is presently estimated that at full build-out under the above stated PUD approval, the Rose Ranch Property will require sewer service from the District in the total amount of 324 EQR's, with one EQR representing 300 gallons per day (gpd) calculated in accordance with the District's Service Plan; and

WHEREAS, Roaring Fork has filed with the County a combined application for PUD amendment and preliminary plan, seeking zoning and subdivision approval for an added density of thirty (30) residential units, for a total of 322 residential units on the Rose Ranch Property. It is presently estimated that at full build-out under the amended PUD, if approved, the Rose Ranch Property will require sewer service from the District in the total amount of 354 EQR's ("Maximum Service Demand"); and

WHEREAS, the District's wastewater treatment plant ("Treatment Plant"), as presently designed and constructed, has the capacity to provide service to 106,800 gpd of total sanitary sewer flow, (or approximately 356 EQR's as defined in the District's Service Plan) and although unused treatment capacity presently exists in the Treatment Plant all of such unused treatment capacity is presently committed to previously approved developments within the District's boundaries. Therefore, the Treatment Plant will need to be expanded to accommodate the Maximum Service Demand of the Rose Ranch Property; and

WHEREAS, the District's Service Plan and the Treatment Plant design provide for the construction of treatment capacity expansions in increments or phases of 106,800 gpd or approximately 356 EQR's per phase; and

WHEREAS, Roaring Fork is required under its PUD approval, to:

[s]ecure a firm commitment of adequate sewage treatment, as well as an agreed method of financial security, from the Roaring Fork Water & Sanitation District through [sic] committed number of taps for the project to be guaranteed at preliminary plan; and

WHEREAS, Roaring Fork has agreed, consistent with the Annexation Policy of the District and the conditions of Roaring Fork's PUD approval, to provide to the District the financial security in the amount presently estimated as necessary to fund the expansion of the treatment capacity of the Treatment Plant in the amount required to service the Rose Ranch Property at its Maximum Service Demand. For purposes of this agreement the term Plant

Expansion shall hereinafter refer to the expansion of the Treatment Plant capacity above referenced; and

WHEREAS, C.R.S. § 32-1-401 *et. seq.* and the District's Service Plan provide requirements and procedures for the annexation and inclusion of property into the District, and specifically, C.R.S. § 32-1-402(1)(c) provides that agreements may be entered into, "[b]etween a board and the owners of property sought to be included in a special district with respect to fees, charges, terms and conditions on which such property may be included."; and

WHEREAS, C.R.S. §§ 31-1-1001(1)(d) and 31-35-402(1)(f) authorize the District to require reimbursement of its out-of-pocket costs in providing services to the District's customers, including but not limited to, sewer connections, inclusions to the District and planning and review of line extensions; and

WHEREAS, the District and Roaring Fork desire to set forth the provisions pursuant to which the Rose Ranch Property will be included within District's boundaries and pursuant to which sewer service will thereafter be provided to the Rose Ranch Property by the District.

NOW THEREFORE, for and in consideration of the mutual covenants and promises of the parties, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and confessed, the District and Roaring Fork, on behalf of themselves, their successors, assigns, heirs, devisees and/or transferees, agree as follows:

Section I. Inclusion/ Exclusion of Rose Ranch Property

1. Inclusion of Rose Ranch Property within District. No later than two (2) years from the date of the execution of this Agreement, Roaring Fork shall file with the District pursuant to C.R.S. § 32-1-401, a petition to have the Rose Ranch Property included within the Service Area of the District. For the purpose of interpreting this provision, Roaring Fork and the District agree that the Rose Ranch Property shall be included within the District pursuant to a single filing with District-- it being the expressed intent of the parties that the Rose Ranch Property be included within the District in its entirety in a single proceeding, as opposed to multiple proceedings addressed to portions or phases thereof. Upon the District's receipt of such petition for inclusion, the District shall perform all necessary steps required thereunder to include the Rose Ranch Property within the District, including, but not limited to, the holding of the necessary public meetings as required by statute, and, if the Petition is granted, obtaining an Order of inclusion from the Garfield County District Court and filing and recording said Order with the Garfield County Clerk and Recorder, the Garfield County Assessor and the Division of Local Government.

2. Reimbursement of District Costs. Roaring Fork shall reimburse the District all actual costs incurred by the District relating to the inclusion of the Rose Ranch Property within the District including all engineering, legal, inspection, filing or recording fees and related expenses, on receipt of itemized billings for those services from the District. All such amounts shall be due within thirty (30) days of the date of the bill, with interest on any overdue amounts to be assessed at one percent (1%) per month. In the event the District is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney fees, filing and lien recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

3. Provision of Water Service. Under the terms and conditions of the District's Service Plan as presently approved, the District may not provide domestic water service to properties outside its initial boundaries (i.e., the Aspen Glen PUD), either through annexation or contract, without first obtaining approval for a modification of its Service Plan. The District therefore finds that under the terms of its existing Service Plan it is infeasible and impracticable, and contrary to the good of the entire district, to extend the District's water lines and facilities to the Rose Ranch Property for the purpose of providing domestic water service thereto, or to assume any management or administrative duties or responsibilities relating to the provision of domestic water service to the Rose Ranch Property. In accordance with the above, and pursuant to C.R.S. § 32-1-1006 (1)(b)(I), the District hereby designates the Rose Ranch Property as a sewer-only area of service. The designation of the Rose Ranch Property as a sewer-only area of service shall remain in effect until such time as the District, acting within its jurisdiction and authority as provided by law, finds by resolution that it would be feasible and for the good of the entire District to extend its water lines to the Rose Ranch Property for the purpose of providing domestic water service thereto. The parties acknowledge and agree that the District may not make such finding until and unless (i) the District and Roaring Fork enter into a separate agreement for the provision of domestic water service to the Rose Ranch Property upon terms and conditions acceptable to the District; and (ii) the District obtains the necessary approval of a modification to its Service Plan to allow the extension of water lines to the Rose Ranch Property and the provision of domestic water service thereto.

4. District Charges. Upon being annexed within the District and pursuant to C.R.S. § 32-1-402(1)(c), the Rose Ranch Property shall be, subject to the following limitations, liable for its proportionate share of the taxes and charges to be assessed by the District:
 - A. consistent with the District's designation of the Rose Ranch Property under Paragraph 3. of this Section, and until such time as such designation may be revised, all such taxes, rates, tolls and/or charges assessed against the Rose Ranch Property shall be determined in accordance with the amount of charges and costs



incurred by the District relating solely to the provision by the District of sewer service to the Rose Ranch Property; and

B. any and all service billings or charges as the same are defined under the District's Service Plan and Rules and Regulations, shall be charged against the Rose Ranch Property on a lot by lot basis solely, following the delivery thereto of District sewer service. Nothing in this subparagraph shall be construed to prohibit the District from assessing stand-by charges to lots within the Rose Ranch Property so long as the District's sewer lines have been extended to the Rose Ranch Property and the District assesses stand-by charges to all property within its boundaries.

5. Exclusion of Rose Ranch Property. In the event Roaring Fork and/or the District are unable to satisfy the conditions set forth within this Agreement and/or are otherwise unable to satisfactorily perform thereunder, Rose Ranch shall, pursuant to C.R.S. § 32-1-501(1), file with the District a petition to have the Rose Ranch Property excluded from the District. Upon receipt of such petition by Roaring Fork, the District shall pursuant to C.R.S. § 32-1-502(4), exclude the Rose Ranch Property from within the District and this Agreement shall terminate without further action being required of the parties. The provision thereafter by the District of sanitary sewer service to the Rose Ranch Property shall be governed exclusively under the terms and provisions of the Out-of-District Service Contract incorporated within the Service Plan as Exhibit L.

Section II.

Treatment Plant Expansion Payment

1. Financing for Plant Expansion. Following inclusion of the Rose Ranch Property within the District pursuant to Section I. hereof, and for the purpose of securing financing for the costs of constructing the Plant Expansion, Roaring Fork shall provide to the District:
- A. a cash payment totaling \$657,580, which amount is equal to the estimated costs instant to the permitting, planning and construction of the Plant Expansion set forth and certified by the District Engineer on Exhibit B attached hereto and incorporated herein by this reference; or
 - B. such other form of security as may be acceptable to the District and the County, in the amount set forth in Paragraph 1.A. of this Section.
2. Timing. Roaring Fork shall provide the financing required under Paragraph 1. of this Section, coincident with or prior to recording within the public records of Garfield County, Colorado, the first subdivision final plat for any property within the Rose Ranch Property.

3. Separate Account. All funds paid by Roaring Fork under this Agreement for purposes of Plant Expansion shall be deposited by the District in a separate interest bearing account to be maintained exclusively for the purpose of paying all costs instant to the permitting, planning and construction of the Plant Expansion. Said funds shall not be withdrawn by the District or pledged by the District as security for any project or activity not relevant to the purpose above stated without the prior written consent of Roaring Fork and the County.

Section III.
Construction of Plant Expansion

1. Project Control. The District shall have exclusive control, authority and responsibility over all matters related or pertaining to the permitting, planning and construction of the Plant Expansion.
2. Report of the District Engineer. Prior to incurring any costs toward the permitting, planning or construction of the Plant Expansion, the District shall provide to Roaring Fork a report prepared by the District Engineer updating all costs related to said permitting, planning and construction. It is expressly acknowledged and agreed that the updating of cost required hereby shall consider and assess against Roaring Fork, if applicable, a pro-rata share (with existing users of the District's facilities) of any increased or advanced wastewater treatment plant technology that is required as a result of more stringent discharge parameters, together with a pro-rata share of plant improvements that benefit the entire District and not just the Rose Ranch Property (e.g., sludge de-watering, mechanical bar screen). In the event the updated costs exceed the estimated costs set forth in Exhibit B attached hereto, the District Engineer shall include within his report, a written justification supporting such cost increases. Roaring Fork shall reimburse to the District within thirty (30) days of its receipt of the same, all reasonable costs and expenses incurred by the District in preparing the District Engineer's report.
3. Objections to the District Engineer's Report. Within thirty (30) days of its receipt of the District Engineer's report of updated costs, Roaring Fork may provide written notice to the District of the objections of Roaring Fork, if any, to the costs set forth therein. If no objections are made within this time period, Roaring Fork shall be deemed to have accepted the District Engineer's report and all the costs set forth therein. If Roaring Fork provides written notice of objections to the District pursuant to this provision, the District shall, within fifteen (15) days of its receipt of the same, establish a date, time and location for a joint meeting of the parties for the purpose of determining the allocation of such costs among the parties.

4. Payment of Increased Costs. Within thirty (30) days of its acceptance of the District Engineer's report pursuant to Paragraph 3 of this Section, Roaring Fork shall provide to the District:
 - A. a front-end cash payment in the amount constituting the difference between the amount paid to the District by Roaring Fork pursuant to **Section II** and the total amount of costs set forth in the District Engineer's report, which payment shall immediately be deposited by the District in the account maintained by it under **Section II**; or
 - B. additional security in a form acceptable to the District and the County in the amount constituting the difference between the amount secured by Roaring Fork pursuant to **Section II** and the total costs set forth in the District Engineer's report.

5. Cost Overruns. If, subsequent to the acceptance by Roaring Fork of the costs set forth in the District Engineer's report of updated costs pursuant to Paragraph 2 of this Section, the District incurs "Cost Overruns" during the permitting, planning and construction of the Plant Expansion, the District shall immediately provide written notice to Roaring Fork of the nature and extent of said Cost Overruns. For purposes of this provision, "Cost Overruns" shall be defined as the increased costs actually incurred by the District in the permitting, planning and construction of the Plant Expansion over and above the estimated costs for the same set forth within the District Engineer's report and accepted by Roaring Fork. Within five(5) days of receipt of such notice, Roaring Fork shall provide written notice to the District of the objections of Roaring Fork, if any, to the Cost Overruns claimed by the District. If no objections to the report are provided to the District by Roaring Fork within this time period, Roaring Fork shall be deemed to have accepted all the Cost Overruns set forth therein. If Roaring Fork provides notice of its' objections to the District pursuant to hereto, the District shall, within five (5) days of its receipt of the same, establish a date, time and location for a joint meeting of the parties for the purpose of determining the allocation of these costs among the parties.

6. Payment of Cost Overruns. Roaring Fork shall pay to the District the total amount for all Cost Overruns within thirty (30) days of its' acceptance of the same pursuant to Paragraph 5 of this Section.

7. Notice to District. In order to facilitate the District's ability to plan for and construct the Plant Expansion, Roaring Fork shall timely provide to the District notice of the filing by Roaring Fork of all future applications for final plat subdivision approvals appurtenant to the Rose Ranch Property and the time period within which Roaring Fork reasonably anticipates County approvals for the same will be received.

Section IV Connection to District Facilities

1. Procedure for Connection to District Facilities. Upon providing written notice to the District and satisfying all required provisions of this Agreement, Roaring Fork shall be allowed to connect the Rose Ranch Property to the District's Treatment Plant and receive wastewater treatment service from the District.
2. Costs. Roaring Fork shall pay all infrastructure costs for connection to the District's sewer system and Treatment Plant, including, but not limited to, the costs of internal collection lines, necessary external joint trunk or interceptor lines, outfall lines, lift stations, other appurtenant collection facilities, and its own administrative costs. In the event Roaring Fork oversizes any lines, lift stations or other facilities in connecting the Rose Ranch Property to District facilities, it shall be entitled to recoup the oversizing costs from those owners and customers benefitted by such oversizing. For this purpose, Roaring Fork and the District shall execute an appropriate reimbursement agreement incorporating terms no less favorable to Roaring Fork than the terms contained in the Construction and Reimbursement Agreement executed by the District and Aspen Glen Golf Partners and incorporated within the Service Plan as Exhibit J.
3. Plans and Specifications. All sewer lines and facilities on the Rose Ranch Property shall be constructed and installed in accordance with the District's Rules and Regulations in effect from time to time and all applicable terms, conditions, restrictions and schedules set forth in the subdivision approvals issued by the County for the Rose Ranch Property. The Parties acknowledge that the infrastructure to be installed within the Rose Ranch Property will be constructed by Roaring Fork in accordance with the phasing schedules set forth within the applicable subdivision approvals issued by the County for the Rose Ranch Property. Upon completion of the final engineering and design plans for each respective phase of the facilities to be constructed on the Rose Ranch Property, Roaring Fork shall forward these plans to the District Engineer, who shall approve or disapprove the plans within thirty (30) days of receipt, and whose approval shall not be unreasonably withheld. In the event the District Engineer disapproves of such plans, he shall provide written notice to Roaring Fork describing with specificity the reasons for his disapproval and the changes necessary to make the plans and specifications acceptable to the District. In the event the District and Roaring Fork are unable to reach agreement on the required plans and specifications, the parties hereby agree to approach the District Board of Directors for resolution. Upon approval, the District and Roaring Fork shall execute in duplicate a document clearly specifying the approved plans and specifications to provide both parties certainty as to the agreed upon plans and specifications.

4. Change Orders. To facilitate completion of the facilities on the Rose Ranch Property in accordance with the rules and regulations of the District, Roaring Fork, its' contractors and agents may propose reasonable change orders, of which Roaring Fork shall provide the District with notice and copy of the same. Within three (3) days, or such lesser period as may be required under the circumstances of receiving notice and a copy of the proposed change order(s), the District shall either approve the same or propose an alternative(s) which will not result in unreasonable delay. If the District fails to approve the change order or suggest an alternative within three (3) days, Roaring Fork may proceed with the change. All approved change orders, including any change order deemed approved, shall be incorporated into and become part of the agreed upon plans and specifications.
5. Inspections. The District shall have the right to inspect all facilities and work on the Rose Ranch Property prior to the dedication of such facilities to ensure compliance with the agreed upon plans and specifications. Roaring Fork shall reimburse the District for the reasonable actual costs of such inspections.
6. Warranty. Roaring Fork shall warrant all facilities conveyed to the District for a period of two (2) years from the date that Roaring Fork's Engineer certifies in writing that the facilities have been constructed and installed in compliance with the agreed upon plans and specifications, and any duly deemed or approved change orders, which date shall also be known as the certification date. Specifically, Roaring Fork shall warrant that any and all facilities conveyed to the District shall be free of any defects in materials or workmanship for a time period of two (2) years.
7. Dedication of Facilities: Lien Waivers. Within ten (10) days of the certification date, Roaring Fork shall dedicate and convey to the District by appropriate instruments of conveyance those portions of the facilities certified by Roaring Fork's Engineer pursuant to Paragraph 6 of this Section. The District shall accept such dedication within thirty (30) days thereof, and thereafter title to any facilities so dedicated and conveyed shall be vested in the District. Roaring Fork shall provide the District with lien waivers from all contractors, subcontractors, an material suppliers for work and materials furnished in connection with the facilities conveyed.
8. Conveyance of Easements. Roaring Fork shall by special warranty deed convey to the District nonexclusive easements necessary for the District to maintain, operate, repair, and replace the facilities located on the Rose Ranch Property and dedicated to the District , free and clear of all liens, encumbrances, and title defects which could defect the District's title, and any title defects which would affect the District's ability to use each easement for its intended purpose. Roaring Fork shall and hereby does reserve the right to use in common with the District any easements it conveys to the District for ingress and egress and for all utility purposes not inconsistent with the District's use. The District shall

notify Roaring Fork of its plan to excavate any easements on the Rose Ranch Property, and shall make all reasonable efforts to minimize disturbance to the owner(s) and the user(s) thereof. All easements conveyed or established pursuant to this paragraph shall be and hereby are subject to the obligation of the District to repair and revegetate disturbed areas to a condition and grade substantially similar to that which existed before the disturbance.

9. Control of Facilities. Once conveyed to the District, and subject to the warranty provisions of Paragraph 6 of this Section, the District shall be solely responsible for operation, maintenance, repair, and replacement of all facilities located upon the Rose Ranch Property which are dedicated to the District. The District shall at all times operate the district facilities in an economical manner, and shall make repairs and replacements to assure continuous operation.
10. Release of Security. Completion of construction of all facilities required to be constructed on the Rose Ranch Property under this Section shall be secured under the applicable Subdivision Improvements Agreements to be executed by Roaring Fork with the County instant to the final platting of the Rose Ranch Property. Prior to the release of said security by the County, Roaring Fork shall provide satisfactory evidence to the County that the dedications and conveyances required under Paragraphs 7 and 8 of this Section have been made to the District.

Section V. Calculation of Tap Fees and Payment of Common Element Surcharge

1. Transfer of Tap Rights. The right to receive one EQR of sanitary sewer service and wastewater treatment capacity from the District's facilities shall be known as a "Tap Right". Upon receiving from Roaring Fork pursuant to Section II, Paragraph 1 financing for the Plant Expansion, the District shall assign to Roaring Fork in the form of prepaid "Tap Fees" all the Tap Rights that will be created by such Plant Expansion.
2. Tap Rights Appurtenant to Rose Ranch Property. All of the Tap Rights assigned to Roaring Fork under Paragraph 1 of this Section, shall be deemed appurtenant to the Rose Ranch Property and as such, shall not be assigned, transferred or conveyed by the District or Roaring Fork to secure or provide District sanitary sewer service to other properties located outside the Rose Ranch Property without the prior written consent of the County, the District and Roaring Fork.
3. Determination of Tap Fees. The Tap Fee to be charged for each Tap Right shall be equal to the sum of:

- A. An amount to be established from time to time by Roaring Fork in its sole discretion which shall be based upon the actual costs incurred or reasonably estimated to be incurred by Roaring Fork under Sections II, III and IV of this Agreement, prorated on a per EQR basis, plus interest. Roaring Fork shall initially establish this amount prior to the sale of any lots within the Rose Ranch Property and shall provide notice of the amount of such tap fee to the District; thereafter, Roaring Fork shall be entitled to adjust the same no more than one time annually and shall provide written notice of such modified tap fee to the District no less than twenty (20) days prior to the date any such change is to be implemented by the District.
- B. An amount ("Capital Reserve") to be established by the District at its sole discretion which amount shall be:
1. based upon the estimated required future capital repair/replacement costs to be incurred by the District instant to the continued operation of the Treatment Plant and sewer facilities; and
 2. applied uniformly against all Tap Rights issued to properties within the District's boundaries or service area, subject to the right of the District to adjust the Capital Reserve element based upon the number or size of lift stations, if any, necessary to serve any particular property.
4. Payment of Common Element Surcharge. The Common Element Surcharge represents a per EQR charge for the oversizing of facilities previously constructed within the Treatment Plant and benefitting properties located outside the Aspen Glen Planned Unit Development. The parties hereby agree that the Common Element Surcharge which benefits the number of tap rights to be acquired by Roaring Fork under this Agreement is \$370,596.00. Roaring Fork agrees that it shall pay to the District the sum of \$370,596.00, together with interest at the rate of six percent (6%) per annum from the date hereof until paid, in full satisfaction of its obligation to pay the Common Element Surcharge in one (1) payment prior to the date that Roaring Fork is allowed to make any physical connection from any of the Rose Ranch Property to the District's wastewater treatment Plant. It is the express intent of the parties that none of the Rose Ranch property shall be entitled to physically connect to the District's facilities or receive wastewater treatment service therefrom until Roaring Fork pays the District the Common Element Surcharge as provided in this paragraph.

Section VI Conditions to District Service

1. District Service Conditions. The District's obligations to provide sewer service to the Rose Ranch Property shall be expressly conditioned upon the satisfaction of the following:
 - A. inclusion of the Rose Ranch Property within the District pursuant to the provisions of Section I, Paragraph 1.; and
 - B. receipt by Roaring Fork of all applicable County subdivision approvals for the lots or properties within the Rose Ranch Property requesting District sewer service; and
 - C. receipt by the District pursuant to Section II, Paragraph 1, of the required financing for the Plant Expansion and payment by Roaring Fork of any increased costs for the Plant expansion as provided in Section III; and
 - D. satisfactory performance by Roaring Fork of the requirements and conditions to Connection to District Facilities set forth in Section IV; and
 - E. receipt by the District from each lot owner requesting District sewer service of written evidence that Roaring Fork has been paid the "Tap Fee" applicable to the lot or direct payment to the District of the applicable Tap Fee as provided in paragraph 2 of this Section; and
 - F. Receipt by the District of the Common Element Surcharge as provided in Section V; and
 - G. receipt by the District of all amounts required to be paid by Roaring Fork under Section III and Section IV; and
 - H. Satisfaction by Roaring Fork of any other term and condition required of it under this Agreement.

2. Reimbursement to Roaring Fork. In the event the lot owner requesting District Sewer service has not paid to Roaring Fork the Tap Fee as aforesaid, the District shall require such lot owner to pay to the District the then applicable Tap Fee for users within the Rose Ranch Property, prior to receiving service from the District. In such event, the District shall rebate to Roaring Fork the full amount of such Tap Fee, excluding that portion of the same attributable to Capital Reserve, prior to authorizing such lot owner to connect to the District's facilities and receive service therefrom. The District shall make payment to



Roaring Fork under this provision within sixty (60) days of its receipt of payment of a Tap Fee from the lot owner requesting District sewer service.

3. Obligation to Provide Service. Upon satisfaction of the foregoing conditions, the District shall be obligated to provided sanitary sewer service to the Rose Ranch Property as the demand for the same arises for the number of EQR's represented by the Tap Rights issued to Roaring Fork under the provisions of Section V, without further payment to the District of any system improvement fees charged by the District which are attributable to Treatment Plant expansion or systems enlargement.

Section VII Dispute Resolution

In the event the parties are unable to agree upon any matter addressed within this Agreement, each party shall select an engineer to represent its interests. The selected engineers shall then appoint one engineer, who shall provide a determination upon the matter in dispute. In the event this process of settlement fails, the parties agree to resolve such dispute by arbitration in accordance with the rules and regulations of the American Arbitration Association then in effect. The determination of the arbitrator shall be final and conclusive and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section VIII Compliance with Rules and Regulations/Non-discrimination

Upon inclusion of the Rose Ranch Property within the District and subject only to the terms and provisions of this Agreement, Roaring Fork and the owners or customers within the Rose Ranch Property shall be bound by and comply with the District Rules and Regulations applicable to properties within the District as the same may be amended from time to time.

Section IX Audits, Reports and Inspections

The District shall maintain the records, accounts, and audits required by statute or which would be kept under normal business practice, and copies of such records shall be provided to Roaring Fork upon request. Each party shall keep full and accurate records of all Construction Costs and related costs, which shall be made available upon request. The District shall have the right to inspect the facilities located upon the Rose Ranch Property as provided in the District's Rules and Regulations, and Roaring Fork shall, upon notice to the District, have the right to inspect the District's wastewater treatment plant, sewer lines, lift stations, and other appurtenant facilities.

Section X County Obligations

The County's duties and obligations under this Agreement are and shall be limited to those duties and obligations set forth in Section II, Paragraph 3, Section IV, Paragraph 10 and Section V, Paragraph 2.

Section XI General Provisions

1. Termination. This Agreement shall be in full force and effect until terminated by mutual agreement by the parties hereto, or as provided by law.
2. Good Faith. Because of the need for a regional wastewater treatment facility, the parties agree to proceed in good faith with the implementation of this Agreement. The parties further agree to negotiate in good faith for future financing and construction of additional Common Elements, wastewater treatment plant capacity, and any other facilities.
3. Service Plan Integration. This Agreement and its Exhibits shall be incorporated in the District's Service Plan, as though set forth there verbatim.
4. Compliance with State and Federal Law. This Agreement shall not be construed to be in violation with the laws of the United States or the State of Colorado, nor in any manner which adversely affects or diminishes the financing capabilities of the District.
5. Enforcement: Specific Performance. In the event of any material failure by either party hereto to comply with the terms of this Agreement, the other party shall have standing to bring suit at law or in equity to enforce compliance herewith. It is expressly agreed that any default in the provisions hereof may be specifically enforced. This Agreement shall be construed in accordance with the laws of the State of Colorado, including the Special District Act, C.R.S. §§ 32-1-101, *et. seq.*
6. Non-Merger. Each party's obligations under this Agreement shall be assignable to any grantee, purchaser, transferee, or assignee of the party's interest, and shall survive any such conveyance, purchase, transfer, or assignment.
7. Covenants: Recording. The provisions of this Agreement shall constitute covenants running with the lands affected thereby, and upon execution this Agreement shall be recorded in the records of the Garfield County Clerk and Recorder and shall thereafter constitute actual notice of the terms and conditions hereof to any and all future users of

District services on the Rose Ranch Property, and all owners, tenants or other persons who occupy units or reside upon the Rose Ranch Property.

8. Attorneys' Fees. Each party shall bear its own attorneys' fees incurred in the negotiation, execution, and implementation of this Agreement. However, in the event arbitration or litigation is necessary to enforce the rights of the parties to this Agreement, as between themselves, the prevailing party in such arbitration or litigation shall be entitled to reasonable attorneys' fees and costs actually incurred.
9. Complete Agreement: Amendment. This Agreement constitutes the entire and complete agreement between the parties, and any modification or amendment hereto shall be evidenced by a writing signed by the parties.
10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, grantees, and assigns. Nothing herein shall prevent Roaring Fork from selling its property and the benefits and obligations of this Agreement shall be appurtenant to the property conveyed.
11. Authority. Each person executing this Agreement represents and warrants that he has been duly authorized by the party which he purports to represent to execute this Agreement, and has authority to bind said party to the terms and conditions of this Agreement.
12. No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
13. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof, as they have no substantive effect, and are for convenience only.
14. Severability. If any part or section of this Agreement shall be found void or invalid by a court of competent jurisdiction, such finding shall not affect any remaining part or section, and said remaining parts or sections shall continue in full force and effect. The parties shall renegotiate in good faith any matter addressed by a part or section that is found void or invalid.
15. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit postage paid in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to: Roaring Fork Water and Sanitation District
9929 Highway 82
Carbondale, Colorado 81623

With copy to: Lawrence R. Green
Balcomb & Green P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602

Notice to: Roaring Fork Investments, LLC
Attn: Ron Heggemeier
Heggemeier & Stone, P.C.
19556 East Main St., Suite 200
Parker, CO 80134-7374

With copy to: Timothy A. Thulson, Esq.
Balcomb & Green, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602

Notice to: Garfield County Department of Building and Planning
Attn: Mark Bean
109 8th Street, Suite 303
Glenwood Springs, CO 81601



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17 of 22 R 110.00 D 0.00 GARFIELD COUNTY CO

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals on the day and year first written above.

ROARING FORK INVESTMENTS, LLC

By Ronald R. Heggemeier
Ronald R. Heggemeier, Manager

ROARING FORK WATER AND SANITATION DISTRICT

By [Signature]
President

ATTEST:

By [Signature]
Secretary

BOARD OF COUNTY COMMISSIONERS,
GARFIELD COUNTY, COLORADO

By [Signature]
Chairman

ATTEST:

By Meredith Alsdorf
Clerk

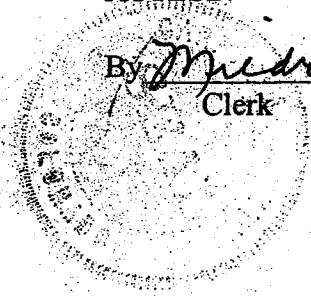


EXHIBIT A

ROSE RANCH PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATED IN LOTS 4, 5, 10, 11, 12, 13, 15, 16, 17, 22, 23, 24, 28, 29, 30 AND 34 OF SECTION 1 AND LOTS 2, 3, 4, 7, 8, 9, 12, 13, 15, 16 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL OF LAND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, A 1958 BLM BRASS CAP IN PLACE; THENCE S 56°22'41" E 518.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 590 AT PAGE 955 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE, THE TRUE POINT OF BEGINNING; THENCE S 59°20'23" E ALONG THE SOUTHERLY LINE OF SAID BOOK 590 AT PAGE 955, A DISTANCE OF 208.21 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 63°47'19" E 60.78 FEET TO A REBAR AND CAP L.S. #17488 IN PLACE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 63°47'23" E 334.00 FEET TO A REBAR AND CAP L.S. #17488 IN PLACE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 63°47'20" E 334.00 FEET TO THE SOUTHEAST CORNER OF SAID BOOK 590 AT PAGE 955, A REBAR AND CAP L.S. #17488 IN PLACE; THENCE N 37°11'37" E ALONG THE EASTERLY LINE OF SAID BOOK 590 AT PAGE 955, 298.51 FEET TO A POINT ON THE CENTERLINE OF THE ROARING FORK RIVER; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE CENTERLINE OF SAID RIVER:

1. S 64°20'33" E 539.13 FEET
2. S 69°24'54" E 523.30 FEET
3. S 61°41'54" E 147.51 FEET
4. S 34°19'54" E 646.80 FEET
5. S 29°54'54" E 516.97 FEET TO A POINT ON THE EASTERLY LINE

OF LOT 17 OF SAID SECTION 1; THENCE LEAVING SAID CENTERLINE S 00°42'38" E ALONG THE EASTERLY LINE OF LOTS 17, 22 AND 29, A DISTANCE OF 2140.70 FEET; THENCE LEAVING SAID EASTERLY LINE N 89°15'45" E 43.14 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 511 AT PAGE 103 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE WESTERLY LINE OF SAID PROPERTY:

1. S 41°07'10" E 559.76 FEET
2. S 47°56'39" E 519.80 FEET
3. S 47°16'43" E 466.70 FEET
4. S 34°28'09" E 123.72 FEET

5. S 04°45'38" E 390.41 FEET
6. S 08°01'51" W 130.25 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE N 67°25'06" E ALONG THE SOUTHERLY LINE OF SAID PROPERTY 211.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 9 OF SAID SECTION 12; THENCE S 00°22'11" E ALONG SAID EASTERLY LINE 606.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9, A REBAR AND ALUMINUM CAP, LS #22580, IN PLACE; THENCE S 03°11'58" W ALONG THE EASTERLY LINE OF LOT 12 OF SAID SECTION 12 741.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, A REBAR AND ALUMINUM CAP IN PLACE; THENCE S 00°06'02" E ALONG THE EASTERLY LINE OF LOT 16 OF SAID SECTION 12 555.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, A REBAR AND ALUMINUM CAP IN PLACE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TELLER SPRINGS SUBDIVISION; THENCE S 89°59'08" W ALONG THE NORTHERLY LINE OF SAID TELLER SPRINGS SUBDIVISION 220.61 FEET TO THE SOUTHEAST CORNER OF PARCEL C OF RECEPTION NO. 444311 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE LEAVING SAID NORTHERLY LINE N 12°57'48" W ALONG THE EASTERLY LINE OF SAID RECEPTION NO. 444311 169.14 FEET; THENCE N 87°58'25" W ALONG THE NORTHERLY LINE OF SAID PARCEL C 324.74 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL C ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 582.29 FEET AND A CENTRAL ANGLE OF 17°52'51", A DISTANCE OF 181.72 FEET (CHORD BEARS S 13°29'05" E 180.98 FEET) TO A POINT ON THE NORTHERLY LINE OF SAID TELLER SPRINGS SUBDIVISION; THENCE S 89°52'26" W ALONG SAID NORTHERLY LINE 174.01 FEET TO THE NORTHWEST CORNER OF THE TELLER SPRINGS OPEN SPACE; THENCE LEAVING SAID NORTHERLY LINE S 21°55'10" W ALONG THE WESTERLY LINE OF SAID OPEN SPACE 53.97 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID TELLER SPRINGS SUBDIVISION AS SHOWN ON THE AMENDED PLAT THEREOF; THENCE S 89°59'08" W ALONG THE NORTHERLY LINE OF SAID LOT 5 165.35 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE N 45°01'42" W 28.27 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE N 89°59'08" W 855.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 109; THENCE THE FOLLOWING TWENTY-THREE (23) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY:

1. N 13°15'08" E 30.84 FEET
2. N 13°40'41" E 86.97 FEET
3. N 14°26'34" E 8.37 FEET
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 263.67 FEET AND A CENTRAL ANGLE OF 22°42'13", A DISTANCE OF 104.48 FEET (CHORD BEARS N 03°05'28" E 103.80 FEET)
5. N 08°15'39" W 721.97 FEET
6. N 09°37'30" W 215.26 FEET

7. N 09°32'11" W 716.14 FEET
8. N 09°24'35" W 1739.93 FEET
9. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1870.00 FEET AND A CENTRAL ANGLE OF 05°38'57", A DISTANCE OF 184.38 FEET (CHORD BEARS N 06°35'06" W 184.30 FEET)
10. N 03°45'38" W 70.62 FEET
11. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1155.00 FEET AND A CENTRAL ANGLE OF 08°59'23", A DISTANCE OF 181.22 FEET (CHORD BEARS N 08°15'19" W 181.03 FEET)
12. N 12°45'01" W 250.30 FEET
13. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 518.09 FEET AND A CENTRAL ANGLE OF 35°11'37", A DISTANCE OF 318.23 FEET (CHORD BEARS N 30°20'49" W 313.26 FEET)
14. N 47°56'38" W 239.80 FEET
15. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1520.00 FEET AND A CENTRAL ANGLE OF 14°05'17", A DISTANCE OF 373.74 FEET (CHORD BEARS N 40°53'59" W 372.80 FEET)
16. N 33°51'20" W 485.97 FEET
17. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 19°38'05", A DISTANCE OF 212.47 FEET (CHORD BEARS N 43°40'23" W 211.43 FEET)
18. N 53°29'25" W 511.09 FEET
19. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 34°45'42", A DISTANCE OF 285.15 FEET (CHORD BEARS N 36°06'34" W 280.80 FEET)
20. N 18°43'43" W 773.97 FEET
21. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 30°05'19", A DISTANCE OF 325.59 FEET (CHORD BEARS N 03°41'04" W 321.86 FEET)
22. N 11°21'36" E 171.27 FEET
23. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 02°00'46" AND A DISTANCE OF 13.35 FEET (CHORD BEARS N 10°21'13" E 13.35 FEET) TO A POINT

ON THE SOUTHERLY LINE OF RIVER RIDGE P.U.D.; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY N 19°24'30" E ALONG SAID SOUTHERLY LINE 83.25 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 65°25'04" E 20.16 FEET TO THE TRUE POINT OF BEGINNING; SAID PARCEL CONTAINING 274.291 ACRES, MORE OR LESS.

TOGETHER WITH A PARCEL OF LAND SITUATED IN LOTS 23 AND 28 OF SECTION 1 AND LOTS 4, 5, 6, 7, 14, THE NW1/4NW1/4 AND THE SW1/4NW1/4 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL OF LAND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, A BLM BRASS CAP IN PLACE, THE TRUE POINT OF BEGINNING; THENCE S 88°08'24" E ALONG THE NORTHERLY LINE OF THE NW1/4NW1/4 AND LOT 5 OF SAID SECTION 12 1925.15 FEET; THENCE LEAVING SAID NORTHERLY LINE S 01°19'06" W 100.00 FEET; THENCE S 88°08'24" E 150.00 FEET; THENCE N 00°03'38" E 200.10 FEET; THENCE N 88°08'24" W 100.15 FEET TO A POINT ON THE WESTERLY LINE OF LOT 28 OF SAID SECTION 1; THENCE N 01°16'57" W ALONG THE WESTERLY LINE OF LOTS 28 AND 23 OF SAID SECTION 1 1061.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 109; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 23 THE FOLLOWING SEVEN (7) COURSES ALONG THE WESTERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 109:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 458.09 FEET AND A CENTRAL ANGLE OF 36°07'56", A DISTANCE OF 288.88 FEET (CHORD BEARS S 30°48'59" E 284.12 FEET)
2. S 12°45'01" E 247.15 FEET
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1095.00 FEET AND A CENTRAL ANGLE OF 08°59'23", A DISTANCE OF 171.80 FEET (CHORD BEARS S 08°15'19" E 171.63 FEET)
4. S 03°45'38" E 70.62 FEET
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1930.00 FEET AND A CENTRAL ANGLE OF 05°38'57", A DISTANCE OF 190.29 FEET (CHORD BEARS S 06°35'06" E 190.21 FEET)
6. S 09°24'35" E 1739.96 FEET
7. S 09°32'11" E 545.09 FEET (TO A POINT WHENCE AN ONE INCH IRON PIPE BEARS S 80°39'46" W 15.01 FEET); THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY S 80°39'46" W ALONG THE NORTHERLY LINE EXTENDED AND THE NORTHERLY LINE OF RECEPTION NO. 402764 156.56 FEET TO AN ONE INCH IRON PIPE IN PLACE; THENCE CONTINUING ALONG SAID NORTHERLY LINE S 46°49'46" W 319.59 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 402764, A REBAR AND CAP IN PLACE; THENCE S 08°30'14" E ALONG THE WESTERLY LINE OF SAID RECEPTION NO. 402764 AND RECEPTION NO. 418590, 302.72 FEET TO THE SOUTHWEST CORNER OF SAID RECEPTION NO. 418590; THENCE S 80°45'44" W ALONG THE NORTHERLY LINE OF RECEPTION NO. 397182, 177.17 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 397182; THENCE S 17°25'15" W ALONG THE WESTERLY LINE OF RECEPTION NO. 397182 AND RECEPTION NO.

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411767, 741.91 FEET TO THE NORTHWEST CORNER OF LOT 21 OF SAID SECTION 12, ALSO BEING THE NORTHWEST CORNER OF TELLER SPRINGS SUBDIVISION; THENCE S 00°00'34" W ALONG THE WESTERLY LINE OF SAID TELLER SPRINGS SUBDIVISION AND THE EASTERLY LINE OF LOT 14 OF SAID SECTION 12 768.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE LEAVING THE WESTERLY LINE OF TELLER SPRINGS SUBDIVISION S 89°00'59" W ALONG THE SOUTHERLY LINE OF SAID LOT 14 468.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE N 00°22'13" E ALONG THE WESTERLY LINE OF SAID LOT 14 1378.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE N 89°07'53" W ALONG THE SOUTHERLY LINE OF THE SW1/4NW1/4 OF SAID SECTION 12 1347.91 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12, AN ALUMINUM CAP IN PLACE; THENCE N 00°33'14" W ALONG THE WESTERLY LINE OF SAID SECTION 12 2728.80 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 166.038 ACRES, MORE OR LESS.