

GARFIELD COUNTY
Building & Planning Department
108 8th Street, Suite 201
Glenwood Springs, Colorado 81601
Telephone: 970.945.8212 Facsimile: 970.384.3470
www.garfield-county.com

Subdivision Application Form

GENERAL INFORMATION

(To be completed by the applicant.)

- **Subdivision Name:** IRONBRIDGE PLANNED UNIT DEVELOPMENT PHASE III
- **Type of Subdivision (check one of the following types):**
- Sketch Plan _____ Preliminary Plan XX Final Plat _____
- **Name of Property Owner (Applicant):** LB ROSE RANCH LLC
- **Address:** 1007 WESTBANK ROAD Telephone: (970) 384-0169
- **City:** GLENWOOD SPRINGS State: CO Zip Code: 81601 FAX: (970) 384-0170
- **Name of Owner's Representative, if any (Attorney, Planner, etc):**
- BALCOMB & GREEN, P.C.
- **Address:** 818 COLORADO AVE Telephone: (970) 945-6546
- **City:** GLENWOOD SPRINGS State: CO Zip Code: 81601 FAX: (970) 945-8902
- **Name of Engineer:** HIGH COUNTRY ENGINEERING, INC.
- **Address:** 1517 BLAKE, STE. 101 Telephone: (970) 945-8676
- **City:** GLENWOOD SPRINGS State: CO Zip Code: 81601 FAX: (970) 945-2555
- **Name of Surveyor:** HIGH COUNTRY ENGINEERING, INC.
- **Address:** 1517 BLAKE, STE. 101 Telephone: (970) 945-8676
- **City:** GLENWOOD SPRINGS State: CO Zip Code: 81601 FAX: (970) 945-2555
- **Name of Planner:** DAVID JOSEPH
- **Address:** 1007 WESTBANK ROAD Telephone: (970) 384-0169
- **City:** GLENWOOD SPRINGS State: CO Zip Code: 81601 FAX: (970) 384-0170

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GARFIELD COUNTY
BUILDING & PLANNING

GENERAL INFORMATION continued...

- Location of Property: Section 1 Township 7S Range 89W
- Practical Location / Address of Property: 410 IRONBRIDGE DRIVE
GLENWOOD SPRINGS, CO 81601
- Current Size of Property to be Subdivided (in acres): 4
- Number of Tracts / Lots Created within the Proposed Subdivision: _____
60 SINGLE FAMILY LOTS
1 COMMON AREA TRACT
- Property Current Land Use Designation:
 1. Property's Current Zone District: PLANNED UNIT DEVELOPMENT
 2. Comprehensive Plan Map Designation: EXISTING SUBDIVISION (PUD)

Proposed Utility Service:

- Proposed Water Source: ROARING FORK WATER & SANITATION DISTRICT ("RFW&SD")
- (See "Attachment C" to be completed with the Preliminary Plan Application)
- Proposed Method of Sewage Disposal: CENTRAL (RFW&SD)
- Proposed Public Access VIA: COUNTY ROAD 109
- Easements: Utility: EXCEL - QWEST - KINDER MORGAN
Ditch: ROBERTSON
- Total Development Area (fill in the appropriate boxes below):

(1) Residential	Units / Lots	Size (Acres)	Parking Provided
Single-Family	60	35.025	ON-SITE
Duplex			
Multi-Family			
Mobile Home			
Total	60	35.025	

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

- Base Fee: Sketch Plan - \$325.00; Prelim Plan - \$675.00; Final Plat - \$200; Plat Review Fee

I. THE SUBDIVISION PROCESS

In order to subdivide land in Garfield County, an Applicant is required to complete the following land use processes in the following order: 1) Sketch Plan Review Process, 2) Preliminary Plan Review Process, and 3) Final Plat Review Process. This section will briefly describe the nature of each process and provide general direction including subdivision regulation citations to a potential applicant requesting subdivision approval in Garfield County. All of the Garfield County Zoning and Subdivision Regulations are located for purchase at the Planning Department and can also be found on the World Wide Web at the following address: http://www.garfield-county.com/building_and_planning/index.htm

A) The Sketch Plan Review (Section 3:00 of the Subdivision Regulations)

1. Purpose

The purpose of the Sketch Plan process is to allow an individual an opportunity to propose a subdivision in a "sketch" format to the Planning Department and the Garfield County Planning Commission in order to obtain a cursory review for compliance with the County's land use review documents, regulations, and policies to identify any issues that would need to be addressed if the proposed subdivision were to be pursued.

2. Applicability

Any individual proposing a subdivision in Garfield County is required to complete the Sketch Plan review process as the first step in Garfield County's Subdivision process. More specifically, Garfield County defines a subdivision (Section 2:20.48) as the division of a lot, tract or parcel of land into two (2) or more lots, tracts, parcels or separate interests, or the use of any parcel of land for condominiums, apartments or other multiple-dwelling units, as further defined by Colorado state law.

3. Application / Submittal Requirements

In order to apply for a Sketch Plan Review an Applicant is responsible for reviewing Section 3:00 of the Subdivision Regulations and providing enough information to the Planning Department in the application to conduct a thorough review and provide the resulting comments to the Planning Commission for their review and comments. Specifically, Section 3:30, 3:32, and 3:40 of the Subdivision Regulations contain the specific information required to be submitted to the Planning Department in order to satisfy the application requirements in addition to the information requested on this application form.

4. Process / Public Meeting

The Sketch Plan review process is considered a 1-step process because the application is reviewed only by the Planning Commission at a public meeting. In order to appear before the Planning Commission, an applicant will have submitted all required application submittal requirements mentioned above to the Planning Department Staff. Once submitted, Staff will have 15 working days to review the application to determine if all the required submittal information has been submitted as required.

If Staff determines that all the required information has been submitted, a letter will be sent to the applicant indicating the application has been deemed "technically complete." It is at this point Staff will also indicate when the application has been

scheduled to be reviewed before the Planning Commission and will request the applicant supply additional copies to provide the Commission for their review.

If Staff determines that all the required information has not been submitted, a letter will be sent to the applicant indicating the application does not comply with the submittal requirements and therefore has determined the application to be "technically incomplete." The letter will also outline the applications deficiencies so that the applicant knows what additional information needs to be submitted. At this point, the applicant has 6 months (180 days) to provide the necessary information to the Planning Department to remedy the application so that it may be deemed technically complete. If the application has not been deemed technically complete within this time, the application will be terminated.

Once the application has been deemed technically complete and a date has been established as to when the Planning Commission will review the application, Staff will conduct a land use review of the application using the County's land use regulatory documents including the Zoning Resolution, Subdivision Regulations, and the Comprehensive Plan of 2000. In addition, Staff will also consider referral comments provided from a variety of state and local agencies who may also review the application. As a result, Staff will write a Memorandum on the proposed subdivision to the Planning Commission containing the results on the land use analysis. This Memorandum will also be furnished in advance to the applicant.

At the date and time set for the public meeting before the Planning Commission, Staff will present the findings in the Memorandum and the applicant will be required to present the proposed subdivision and respond to comments and questions provided by the Planning Commission. The comments provided to the Applicant by the Planning Department and the Planning Commission as a result of the Sketch Plan Process will be kept on file in the Planning Department for 1-year from the meeting date before the Planning Commission. If an Applicant does not submit a Preliminary Plan application to the Planning Department within the 1-year timeframe, the Sketch Plan file will be closed and the Applicant will need to reapply for a Sketch Plan review prior to a Preliminary Plan review.

B) Preliminary Plan Review (Section 4:00 of the Subdivision Regulations)

1. Purpose

The purpose of the Preliminary Plan review process is to conduct a thorough review of the many aspects that are associated with dividing land in Garfield County for the purposes of residential, commercial, and industrial development. This is the most intensive review step where the Building and Planning Staff, the Planning Commission, and the Board of County Commissioners (BOCC) will conduct a thorough review of all the issues associated with the proposed subdivision against the County's regulatory requirements. Ultimately, the purpose of this process is to identify all the major issues in the proposed subdivision by using the County's Zoning Resolution, Subdivision Regulations, Comprehensive Plan of 2000, as well as other state and local referral agencies that will provide comments on any issues raised in their review. This is the process that will either approve or deny the application request.

2. Applicability

Any individual proposing a subdivision in Garfield County is required to complete the Preliminary Plan review process as the second and most intensive step in Garfield County's Subdivision process. More specifically, Garfield County defines a subdivision as the division of a lot, tract or parcel of land into two (2) or more lots, tracts, parcels or separate interests, or the use of any parcel of land for condominiums, apartments or other multiple-dwelling units, as further defined by Colorado state law.

3. Application / Submittal Requirements

In order to apply for a Preliminary Plan Review, an Applicant must have already completed the Sketch Plan review process addressed in Section 3:00 of the Subdivision Regulations.

An applicant requesting Preliminary Plan review will be required to submit this application form, all the required submittal information contained in Sections 4:40 to 4:94 of the Subdivision Regulations as well as address all of the applicable Design and Improvement Standards in Section 9:00 of the Subdivision Regulations.

In addition to the substantive submittal information related to the proposed subdivision project itself, an applicant is required to complete all the public notice requirements so that legal public hearings can be held before the Planning Commission and the BOCC which is addressed in Sections 4:20 – 4:31 of the Subdivision Regulations.

4. Process / Public Hearings

The Preliminary Plan review process is considered a 2-step process because the application is ultimately reviewed by two County decision-making entities during public hearings: the Planning Commission who makes a recommendation to the BOCC.

In order to obtain dates for the public hearings before the Planning Commission and the BOCC, an applicant will have submitted all required application submittal requirements mentioned above to the Planning Department Staff. Once submitted, Staff will have 30 working days to review the application to determine if all the required submittal information has been submitted as required.

If Staff determines that all the required information has been submitted, a letter will be sent to the applicant indicating the application has been deemed "technically complete." It is at this point Staff will also indicate when the application has been scheduled to be reviewed before the Planning Commission / BOCC. Additionally, Staff will provide the applicant with the notice forms to be mailed, published, and posted.

If Staff determines that all the required information has not been submitted, a letter will be sent to the applicant indicating the application does not comply with the submittal requirements and therefore has determined the application to be "technically incomplete." The letter will also outline the applications deficiencies so that the

applicant knows what additional information needs to be submitted. At this point, the applicant has 6 months (180 days) to provide the necessary information to the Planning Department to remedy the application so that it may be deemed technically complete. If the application has not been deemed technically complete within this time, the application will be terminated.

Once the application has been deemed technically complete and a date has been established as to when the Planning Commission / BOCC will review the application, Staff will conduct a land use review of the application using the County's land use regulatory documents including the Zoning Resolution, Subdivision Regulations, and the Comprehensive Plan of 2000. In addition, Staff will also consider referral comments provided from a variety of state and local agencies who may also review the application. As a result, Staff will write a Memorandum on the proposed subdivision to the Planning Commission / BOCC containing the results on the land use analysis. This Memorandum will also be furnished in advance to the applicant prior to the public hearings.

As mentioned above, Staff makes a recommendation to the Planning Commission and the BOCC regarding the issues raised in the analysis of the proposed subdivision. The Applicant will first propose the subdivision to the Planning Commission who is responsible for making a recommendation of approval, approval with conditions, or denial to the BOCC. Next, the application will be reviewed by the BOCC during a regular public hearing. The BOCC will consider the recommendations from the Planning Staff and the Planning Commission, the information presented by the applicant, and the public. As a result, the BOCC is the final decision-making entity regarding the proposed subdivision and will either approve, approve with conditions, or deny the application.

If the BOCC approves the subdivision application at the public hearing, the approval shall be valid for a period not to exceed one (1) year from the date of Board approval, or conditional approval, unless an extension of not more than one (1) year is granted by the Board prior to the expiration of the period of approval. (See the specific information provided in Section 4:34 of the Subdivision Regulations.) Following the hearing, Staff will provide a resolution signed by the BOCC which memorializes the action taken by the Board with any / all conditions which will be recorded in the Clerk and Recorder's Office. Once an applicant has Preliminary Plan approval, they are required to complete the third and final step in the County's Subdivision Process: Final Plat Review.

C) Final Plat Review (Section 5:00 of the Subdivision Regulations)

1. Purpose

The purpose of the Final Plat review process is to provide the applicant with a mechanism to prove to the County that all the conditions of approval required during the Preliminary Plan review process have been met / addressed to the satisfaction of the Planning Staff and the BOCC. This being the case, the chairman of the BOCC will

sign the Final Plat and have it recorded memorializing the subdivision approval granted by the BOCC. This is the last step in the County's subdivision process.

2. Applicability

Any individual proposing a subdivision in Garfield County is required to complete the Final Plat review process as the third and last step in Garfield County's Subdivision process. More specifically, Garfield County defines a subdivision as the division of a lot, tract or parcel of land into two (2) or more lots, tracts, parcels or separate interests, or the use of any parcel of land for condominiums, apartments or other multiple-dwelling units, as further defined by Colorado state law.

3. Application / Submittal Requirements

In order to apply for a Final Plat review, an Applicant must have already completed the Preliminary Plan review process addressed in Section 4:00 of the Subdivision Regulations.

An applicant requesting Final Plat review will be required to submit this application form, all the required submittal information contained in Section 5:00 of the Subdivision Regulations and responses to all the conditions of approval required as part of the Preliminary Plan review process.

4. Process

The Final Plat review process is considered a 1-step process because the application is ultimately reviewed by the Building and Planning Staff and presented to the BOCC for their signature if the application satisfies all the required submittal information to the satisfaction of the Building and Planning Department.

If Staff determines that all the required information has been submitted, a letter will be sent to the applicant indicating the application has been deemed "technically complete." It is at this point Staff will also indicate when the application has been scheduled to be presented to the BOCC for signature. (This is not a public hearing or meeting and therefore does not require public notice.)

If Staff determines that all the required information has not been submitted, a letter will be sent to the applicant indicating the application does not comply with the submittal requirements and therefore has determined the application to be "technically incomplete." The letter will also outline the applications deficiencies so that the applicant knows what additional information needs to be submitted.

Once the application has been deemed technically complete and a date has been established as to when the BOCC will review the Final Plat, Staff will review the application / Final Plat in terms of adequacy to determine if all the submittal information satisfies the Final plat requirements as well as the responses to the conditions of approval. During this review, Staff will forward the Final Plat the County Surveyor for review and a signature. In the event there are additional questions or clarification issues to be addressed, the County Surveyor will generally contact the applicant to have the plat adjusted as necessary. Once, Staff has completed the review and all required information has been submitted to the satisfaction of the Planning Department

and the County Surveyor has signed the Final Plat in Mylar form, it will be scheduled at the next BOCC meeting to be placed on the consent agenda with a request to authorize the Chairman of the BOCC to sign the plat.

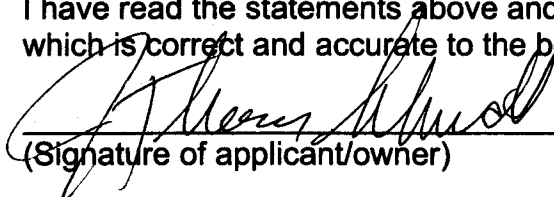
Once the Final Plat is signed, it is then recorded by the County Clerk in the Clerk and Recorder's Office for a fee of \$11 for the first sheet and \$10 for each additional sheet thereafter. This fee shall be paid by the applicant. This act of recording the signed Final Plat represents the completion of the Garfield County Subdivision Process.

Please refer to the specific language in the Final Plat portion (Section 5:00) of the Subdivision Regulations for specific timelines and additional responsibilities required of the applicant to complete the Final Plat process.

Please Note: This information presented above is to be used as a general guide for an applicant considering a subdivision in Garfield County. It is highly recommended that an applicant either purchase the Garfield County Zoning Resolution and Subdivision Regulations or access them on-line at:

**[http://www.garfield-county.com/building and planning/index.htm](http://www.garfield-county.com/building_and_planning/index.htm)
in order to ascertain all the necessary requirements for each of the three steps including Sketch Plan Review, Preliminary Plan Review, and Final Plat Review.**

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


(Signature of applicant/owner)

2/23/2007
Date

Last Revised: 07/25/2005

ATTACHMENT C

FORM NO.
GWS-76
02/2005

WATER SUPPLY INFORMATION SUMMARY

STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

1313 Sherman St., Room 818, Denver, CO 80203

Phone - Info (303) 866-3587

Main (303) 866-3581

Fax (303) 866-3589

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

Section 30-28-133.(d), C.R.S. requires that the applicant submit to the County, "Adequate evidence that a water supply that is sufficient in terms of quantity, quality, and dependability will be available to ensure an adequate supply of water."

1. NAME OF DEVELOPMENT AS PROPOSED:

IRONBRIDGE PLANNED UNIT DEVELOPMENT, PHASE II

2. LAND USE ACTION: SUBDIVISION/PRELIMINARY PLAN

3. NAME OF EXISTING PARCEL AS RECORDED:

SUBDIVISION: IRONBRIDGE PLANNED UNIT DEVELOPMENT, FILING (UNIT), BLOCK, LOT

4. TOTAL ACREAGE: 45.289 5. NUMBER OF LOTS PROPOSED 60 PLAT MAP ENCLOSED? YES or NO

6. PARCEL HISTORY - Please attach copies of deeds, plats, or other evidence or documentation.

A. Was parcel recorded with county prior to June 1, 1972? YES or NOB. Has the parcel ever been part of a division of land action since June 1, 1972? YES or NO

If yes, describe the previous action: PUD & PHASED SUBDIVISION APPROVAL

7. LOCATION OF PARCEL - Include a map delineating the project area and tie to a section corner.

____ 1/4 of the ____ 1/4, Section 1, Township 7 N or S, Range 89 E or WPrincipal Meridian: Sixth New Mexico Ute CostillaOptional GPS Location: GPS Unit must use the following settings: Format must be UTM, Units must be meters, Datum must be NAD83, Unit must be set to true N, Zone 12 or Zone 13

Easting: _____

Northing: _____

8. PLAT - Location of all wells on property must be plotted and permit numbers provided.

Surveyor's Plat: YES or NO If not, scaled hand drawn sketch: YES or NO

9. ESTIMATED WATER REQUIREMENTS

10. WATER SUPPLY SOURCE

USE

WATER REQUIREMENTS

Gallons per Day Acre-Feet per Year

 EXISTING WELL DEVELOPED SPRING NEW WELLS -

PROPOSED AQUIFERS - (CHECK ONE)

 ALLUVIAL UPPER ARAPAHOE UPPER DAWSON LOWER ARAPAHOE LOWER DAWSON LARAMIE FOX HILLS DENVER DAKOTA OTHER: _____

WATER COURT DECREE CASE

NUMBERS:

96CW319, 96CW23600CW019 MUNICIPAL
 ASSOCIATION
 COMPANY DISTRICT

NAME _____

LETTER OF COMMITMENT FOR

SERVICE YES or NO

HOUSEHOLD USE # _____ of units

COMMERCIAL USE # _____ of S. F

IRRIGATION # _____ of acres

STOCK WATERING # _____ of head

OTHER: _____

TOTAL See Engineer's Report attached hereto.

See Engineer's Report attached hereto

11. WAS AN ENGINEER'S WATER SUPPLY REPORT DEVELOPED? YES or NO IF YES, PLEASE FORWARD WITH THIS FORM. (This may be required before our review is completed.)

12. TYPE OF SEWAGE DISPOSAL SYSTEM

 SEPTIC TANK/LEACH FIELD CENTRAL SYSTEMDISTRICT NAME: Roaring Fork Water & Sanitation LAGOON VAULT

LOCATION SEWAGE HAULED TO: _____

 ENGINEERED SYSTEM (Attach a copy of engineering design.) OTHER:

IRONBRIDGE P.U.D.

PRELIMINARY PLAN FOR PHASE III

FEBRUARY 23, 2007

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3. PRELIMINARY GEOTECHNICAL STUDY, ROSE RANCH DEVELOPMENT, COUNTY ROAD 109, GARFIELD COUNTY, COLORADO, prepared by Hepworth-Pawlack Geotechnical, Inc. on October 29, 1997 (Job No. 197 327)
4. SUPPLEMENTAL GEOTECHNICAL STUDY EVALUATION OF SINKHOLE REMEDIATION ROSE RANCH DEVELOPMENT, COUNTY ROAD 109, GARFIELD COUNTY, COLORADO, prepared by Hepworth-Pawlack Geotechnical, Inc. on February 12, 1998 (Job No. 197 327)
5. CORRESPONDENCE FROM ELDON VON OHLEN, P.E., OF EVO CONSULTING SERVICES, INC. TO GARFIELD BOCC OF COMMISSIONERS AND STAFF OF FEBRUARY 12, 1998
6. SUPPLEMENTAL GEOTECHNICAL STUDY EVALUATION OF COLLAPSE POTENTIAL, ROSE RANCH DEVELOPMENT, COUNTY ROAD 109, GARFIELD COUNTY, COLORADO, prepared by Hepworth-Pawlack Geotechnical, Inc. on September 10, 1998 (Job No. 197 327)
7. PRELIMINARY GEOTECHNICAL STUDY PROPOSED IRONBRIDGE, PHASE 2, COUNTY ROAD 109, GARFIELD COUNTY, COLORADO, prepared by Hepworth Pawlack Geotechnical, Inc. on May 31, 2005 (Job No. 105 115-4)
8. PRELIMINARY GEOTECHNICAL STUDY PROPOSED RECREATIONAL FACILITIES IRONBRIDGE DEVELOPMENT, 410 IRONBRIDGE DRIVE, GARFIELD COUNTY, COLORADO, prepared by Hepworth Pawlack Geotechnical, Inc. on June 30, 2005 (Job No. 105 115-3)
9. REPORT OF PROFESSIONAL WETLANDS CONSULTING, INC OF MAY 30, 1997 AND NOVEMBER 25, 1997
10. CORRESPONDENCE FROM STEVEN L. PAWLACK, HEPWORTH-PAWLACK GEOTECHNICAL, INC. TO MIKE STAHELI, LB ROSE RANCH LLC OF MARCH 24, 2003, RE: RADIATION POTENTIAL, ROSE RANCH DEVELOPMENT, GARFIELD COUNTY, COLORADO
11. LAND TITLE GUARANTEE COMPANY COMMITMENT FOR TITLE INSURANCE
12. EXISTING CONDITIONS MAP PREPARED BY HIGH COUNTRY ENGINEERING, INC (FEBRUARY 1998) AND TREE INVENTORY & ANALYSIS PREPARED BY NORRIS DULLAE COMPANY (JUNE 17, 1997)
13. ROSE RANCH WILDLIFE REPORT, PREPARED BY KIRK H. BEATTIE, PH.D, BEATTIE NATURAL RESOURCES CONSULTING, INC. (SEPTEMBER 26, 1997)

14. REVISION OF FINAL DRAINAGE REPORT FOR IRONBRIDGE P.U..D., PHASE 3 prepared by High Country Engineering, Inc. on January 30, 2007 (HCE Job Number 2061064.00)
- 15., 16., AND 17. DISTRICT COURT, WATER DIVISION 5, COLORADO CASE NOS. 96CW319, 97CW236 AND 00CW019
18. APPLICANT'S PRE-INCLUSION AGREEMENT TO THE ROARING FORK WATER AND SANITATION DISTRICT
19. REPORT PREPARED BY ZANCANELLA AND ASSOCIATES, INC OF FEBRUARY 20, 1998 RE: ROSE RANCH - WATER SUPPLY
20. DISTRICT COURT ORDER INCLUDING THE IRONBRIDGE PUD FOR THE PURPOSE OF PROVIDING DOMESTIC WATER AND SEWER SERVICE
21. CORRESPONDENCE FROM DICK WOLFE, P.E., OFFICE OF THE STATE ENGINEER TO TAMARA PREGI, GARFIELD COUNTY BUILDING AND PLANNING
22. COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (PERMIT NO. PWSIP 123125)
23. ROARING FORK WATER & SANITATION DISTRICT, ROARING FORK INVESTMENTS, LLC PRE-INCLUSION AGREEMENT

RESTATED

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR IRONBRIDGE

This Restated Declaration of Covenants, Conditions Restrictions and Easements for Ironbridge (this "Restatement") made this 27th day of February, 2003, revokes in its entirety the Declaration of Covenants, Conditions, Restrictions and Easements for The Rose Ranch P.U.D., Phase 1, recorded September 11, 2000 in Book 1206 at Page 662 in the real property records of the County of Garfield, State of Colorado (the "Revoked Declaration"). The Revoked Declaration shall be replaced by this Restatement.

WITNESSETH:

WHEREAS, Roaring Fork Investment, L.L.C., the declarant under the Revoked Declaration conveyed the Property to LB Rose Ranch LLC, a Delaware limited liability company. Pursuant to this Restatement, LB Rose Ranch LLC, as the sole owner of the Property, revokes and terminates the Revoked Declaration including all of the interest of Roaring Fork Investment, L.L.C. as Declarant under the Revoked Declaration.

WHEREAS, LB Rose Ranch LLC (the "Declarant") desires to create a Planned Community pursuant to the Colorado Common Interest Ownership Act on the Property, the name of which is "Ironbridge."

NOW, THEREFORE, Declarant hereby makes this DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR IRONBRIDGE (the "Declaration") as of the date of recording in the real estate records of the Clerk and Recorder of Eagle County, Colorado:

1. The instrument attached hereto as Schedule I and incorporated herein by reference, as amended by the following terms, shall constitute the Declaration and shall govern the Property.
2. Definition of Certain Defined Terms. Section 2.1 of Article II of the instrument attached as Schedule I, is hereby amended by (a) revising the definitions of "Articles", "Association", "Declaration" and "The Rose Ranch" by deleting any reference in such definitions to "The Rose Ranch" and substituting in its place "Ironbridge"; and (b) revising the definition of "Declarant" to delete the reference to "Roaring Fork Investments, L.L.C., a Colorado limited liability company" and substituting in its place "LB Rose Ranch LLC, a Delaware limited liability company."
3. Change of Name. The name of the Project is hereby changed to "Ironbridge". All references to "The Rose Ranch" in the Declaration, including, without limitation, the first sentence of Section 3.1 and Section 3.2 of Article III of the instrument attached as Schedule I are

revised to read "Ironbridge" to reflect the change of the name of the Project.

4. Domestic Water. Section 4.14 of the instrument attached as Schedule I shall be deleted in its entirety and the following text shall be substituted in its place.

"Water shall be supplied to each Lot by a water system which is owned, operated and maintained by the Roaring Fork Water & Sanitation District. The water so supplied shall be used for domestic in-house use only and for irrigation of not more than 500 square feet of landscaped area."

5. Easement for Private Amenities. The following sentence shall be added to the end of Section 8.17 of Article VII of the instrument attached as Schedule I:

"Members and other permissible users of the Private Amenities shall have the right to a perpetual, unrestricted non-exclusive easement across and through all Common Areas for purposes of pedestrian access to and from the Roaring Fork River and for fishing and other pedestrian activities along and on the Roaring Fork River."

6. Maintenance.

a. The first sentence of Section 9.1(B) and Section 9.5 of Article IX of the instrument attached as Schedule I, shall be amended by adding the Phrase "(including, without limitation, landscaping)" after the word "improvements" in each sentence.

b. In addition, the following sentence shall be added at the end of Section 9.1(B):

"In the event that the improvements on a Lot are damaged or destroyed by an event of casualty, the Owner shall be obligated to take immediate and reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same or better condition in which they existed prior to the damage or destruction."

7. Design Review.

a. The last sentence of Section 16.6(E) of the instrument attached as Schedule I is hereby deleted in its entirety.

b. The phrase "or deposit(s)" shall be added after the word "fee(s)" each time it appears in the second sentence of Section 16.7 of the instrument attached as Schedule I. The following sentence will be added after the second sentence of Section 16.7:

"The Design Review Board will also have the right to require a deposit for each improvement subject to its review, in an amount which may be established by the Design Review Board from time to time, and such deposits will be held as security to ensure that the construction of the improvements comply with plans and specifications approved by the Design Review Board and to act as a reserve

against possible damage to common improvements which may occur during construction. If the improvements fail to comply with such plans, the Design Review Board may retain the deposit to pay for its enforcement rights set forth in Section 16.10."

8. Use Restrictions.

a. Signs. The final sentence of Section 17.1(F) of the instrument attached as Schedule I is hereby deleted and a new sentence is added in lieu thereof, reading as follows: "No "For Sale" or "For Rent" sign may be posted on any Lot, except for those in strict conformance with the Design Guidelines as published by the Design Review Board."

b. No unsightliness; Clothes Drying; Sporting Equipment; Children's Recreational Equipment. Section 17.1(N) of the instrument attached as Schedule I is hereby deleted and a new section is added in lieu thereof, reading as follows: "All unsightly structures, facilities, equipment, objects, and conditions, including sporting equipment (e.g. skis, snowboards, bikes, mountain bikes, kayaks, etc.), and snow removal, garden or maintenance equipment except when in actual use, shall be kept in an enclosed structure or in a screened area approved by the Design Review Board. No laundry or wash shall be dried or hung outside any residence. Equipment intended for children's recreational use, such as basketball standards, swing sets, and slides, must also be approved in advance by the Design Review Board. Such equipment need not be screened if it is constructed of natural materials such as wood, stone, metal, etc., and if it is painted or stained in earthen tones (natural woods, greens, browns, black, etc.). If such equipment is constructed of non-natural materials such as plastic, or if the equipment is other than earthen tone in color, it must be effectively screened from view from other Lots and from common area and public parks and other public areas including streets, bike paths, and the Golf Course."

c. Motorized Vehicles. The reference in the first sentence of Section 17.1(O) of the instrument attached as Schedule I to "trucks with a capacity of one-half ton or less" shall be changed to "trucks with a capacity of three-quarter ton or less." In addition, the following sentence will be added at the end of Section 17.1(O):

"No more than two permitted vehicles per residence may be parked within the Project outside an enclosed garage, and such vehicles must be parked on the driveway of the residence or in a designated parking area on the adjoining public street. Additional permitted vehicles not belonging to the Owner or occupant of the Lot may be parked in the driveway or in designated parking areas on the public streets during special occasions, but only for the duration of the occasion. No vehicles of any kind may be parked in any location on a Lot except on the driveway or within an enclosed structure."

d. Water Use. Section 17.1(BB) of the instrument attached as Schedule I is hereby deleted in its entirety."

e. Occupancy Limits. The following text shall be added as a new subsection

17.1(GG) of the instrument attached as Schedule I:

"Occupancy Limits. Each Lot shall be improved, occupied and used only for single-family residential purposes, except that a duplex, townhome or condominium may be built and occupied upon a Lot designated therefor, and an accessory dwelling unit may be built and occupied upon or in a Lot designated therefor. Occupancy of each dwelling unit on the Property shall be limited to (i) no more than two (2) principal adults, (ii) the legal dependents of one or both of said principal adults, (iii) no more than two (2) additional family members (adults or legal dependents) who are related by blood to said principal adults, and occasional guests. Employees who care for the residence or who care for the legal dependents may also occupy the residence. For purposes hereof, "related by blood" shall mean the following relationships, but no others: grandparents, parents, brothers and sisters, aunts and uncles, and nephews and nieces. Accessory dwelling units are strictly limited to occupancy by no more than two (2) adults and the legal dependents of one or both of said adults."

f. Garbage and Trash and Compost Containers. The following text shall be added as a new subsection 17.1(HH) of the instrument attached as Schedule I:

"No refuse, garbage, trash, grass, shrub, or tree clippings, plant waste, scrap, rubbish, or debris of any kind shall be kept, stored, maintained or allowed to accumulate or remain on any Lot or on the Property except temporarily within an enclosed structure within the building envelope approved by the Design Review Board, except that any approved container containing such materials may be placed next to the street on the designated morning of garbage collection and must be returned to its enclosed structure that same day. No garbage containers, trash cans or receptacles shall be maintained in an unsanitary or unsightly condition, and except when placed for pickup they shall not be visible from another Lot, community park or common area."

9. Leasing. The following subsection shall be added to Section 17.4 of Article XVII of the instrument attached as Schedule I:

"(xi) All leases must cover the entire residence being leased or, in the event the lease relates to an accessory dwelling unit, it must cover the entire accessory dwelling unit. No leases of portions of a residence or accessory dwelling unit shall be permitted."

10. Tradename or Logo. Section 17.8 of the instrument attached as Schedule I shall be revised to add the name "Ironbridge" as a protected name under this section.

11. Enforcement. Section 17.7 of Article XVII of the instrument attached as Schedule I shall be revised by adding the following phrase at the end of the second sentence:

“, including but not limited (a) to the imposition of reasonable and uniformly applied fines and penalties, and (b) excluding violators from the Common Area or from enjoyment of any Association functions, or otherwise.”

12. Real Estate Transfer Assessment. Section 11.14 of Article XI “Real Estate Transfer Assessments” of the instrument attached as Schedule I is hereby deleted in its entirety and a new Section 11.14 is inserted in lieu thereof, reading as follows:

Section 11.14 Real Estate Transfer Assessment. Upon the occurrence of any transfer, as defined below, of an improved or unimproved Lot within Ironbridge (excluding, however, gifts, transfers for estate planning purposes, the second transfer in an IRC Section 1031 exchange (provided that the transfer assessment has been paid with respect to the first transfer), transfers by court order or by will or intestacy, transfers to the Association, transfers from Declarant to an affiliate of Declarant for the purpose of such affiliate developing, operating or holding for resale the real property subject to such transfer and any other transfers subject to specific exclusions as adopted by action of the Executive Board), the transferee under such transfer shall pay to the Association a real estate transfer assessment (the “Transfer Assessment”) equal to one-quarter of one percent (0.25%) of the fair market value, as defined below, of the Lot subjected to transfer in accordance with the terms and procedures set forth below and such other uniform and customary procedures, limitations and exclusions as may be adopted by the Executive Board from time to time.

A. Purpose and Use of Funds. All proceeds from the Transfer Assessments shall be contributed to the Ironbridge Foundation to support philanthropic and charitable organizations, activities, facilities, events or operations benefiting the general community or the quality of life at Ironbridge, including, without limitation, public education, open space preservation, conservation and environmental measures and other educational, charitable or philanthropic endeavors. The Ironbridge Foundations is a nonprofit entity formed for the purpose of overseeing and administering the proceeds of the Transfer Assessment in accordance with this Section and its governing documents. Notwithstanding the foregoing, in the event the Ironbridge Foundation has not been organized and empowered to accept monies at the time that a Transfer Assessment is collected, the Association shall hold all such proceeds in trust and remit them to the Ironbridge Foundation upon formation.

B. Definitions.

(i) Transfer. For purposes of this Notice of Levy, “transfer” means and includes, whether in one transaction or in a series of related transactions, any conveyance, assignment, lease of 30 years or longer or other transfer of beneficial ownership of any Lot, including but not limited to (i) the conveyance of fee simple title to any Lot (including any conveyance arising out of an installment land contract or a lease containing an option to purchase), (ii) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns one or more Lots, and (iii) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity (each referred to hereinafter as a “Business Association”) (other than Declarant) which, directly or indirectly, owns one or more, but “transfer” shall not

mean or include the transfers excluded from the Transfer Assessment as described in this Section.

(ii) Transferee. For purposes of this Notice of Levy, "transferee" means and includes all parties to whom any interest in a Lot passes by a transfer, and each party included in the term "transferee" shall have joint and several liability for all obligations of the transferee under this Section.

(iii) Fair Market Value. "Fair market value" of the Lot subjected to transfer shall be the aggregate value of all consideration paid or delivered to the transferor for the transfer as reasonably determined by the Executive Board. A transferee may make written objection to the Association's determination within fifteen (15) days after the Association has given notice of such determination, in which event the Association shall obtain an appraisal, at the transferee's sole expense, from a real estate appraiser of good reputation who is qualified to perform appraisals in Colorado, who is familiar with real estate values in the County of Garfield, and who shall be selected by the Association. The appraisal so obtained shall be binding on both the Association and the transferee. The transferee shall be deemed to have waived all right of objection concerning fair market value, and the Association's determination of such value shall be binding, if no objection is timely made to the Association as provided herein.

D. Payment and Reports. The Transfer Assessment shall be due and payable by the transferee to the Association at the time of the transfer giving rise to such Transfer Assessment. With such payment, the transferee shall make a written report to the Association on forms prescribed by the Association, fully describing the transfer and setting forth the true, complete and actual consideration for the transfer, the names of the parties thereto, the legal description of the Lot transferred, and such other information as the Association may reasonably require. The transferee may also submit an application for request for exemption from the Transfer Assessment on forms prescribed by the Association. If the Transfer Assessment is not paid within thirty (30) days of when due, the transferee shall be subject to all interest, fines and other remedies applicable to Assessments in default as set forth under the Declaration, including, without limitation, the right of the Association to lien and foreclose the transferee's Lot.

13. Mortgagee Rights Article Deleted. Article XIX "Mortgagee's Rights" of the instrument attached as Schedule I is hereby deleted in its entirety.

14. Dispute Resolution Provisions. A new Article XXII shall be added to the instrument attached as Schedule I which shall read as follows:



ARTICLE XXII DISPUTE RESOLUTION

22.1 Agreement to Encourage Resolution of Disputes Without Litigation. Declarant, the Association and its members, officers, directors, and committee members, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interests of all concerned to encourage the amicable resolution of disputes involving the Project without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described below, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 22.3 in a good faith effort to resolve such Claim.

A. Definition of Claim. As used in this article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to (i) the interpretation, application or enforcement of the Association Documents, (ii) the rights, obligations, and duties of any Bound Party under the Association Documents, or (iii) the design or construction of improvements within the Project, other than matters of aesthetic judgment under Section 19.3, which shall not be subject to review.

Notwithstanding the foregoing, the following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 22.3: (i) any suit by the Association to collect assessments or other amounts due from any Owner, (ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief and such ancillary relief as the court may deem necessary in order to maintain the status quo, (iii) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents, (iv) any suit in which an indispensable party is not a Bound Party, and (v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 22.3, unless the parties against who the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

B. Dispute Resolution Procedures.

i. Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Executive Board stating plainly and concisely: (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim, (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim

arises), (iii) the Claimant's proposed resolution or remedy, and (iv) the Claimants desire to meet with the Respondent to discuss in good faith, ways to resolve the Claim.

ii. Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

iii. Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the notice described in Section 22.3.1 (or within such other period as the parties may agree upon), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Eagle County.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

iv. Settlement. Any settlement of the claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney's fees and court costs.

C. Initiation of Litigation by Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Owners entitled to cast 75% of the total votes in the Association, except that no such approval shall be required for actions or proceedings: (i) initiated to

enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens; (ii) initiated to challenge ad valorem taxation or condemnation proceedings; (iii) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies, or (iv) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.”

15. Conflicts Between Documents. This Resatement hereby revokes and supersedes the Revoked Declaration. In case of conflict between the Declaration as restated hereby and the Articles and the Bylaws of The Ironbridge Property Owners’ Association, the Declaration, as restated, shall control.

16. IN WITNESS WHEREOF, the undersigned, being the sole owner of the Property, has executed this Restated Declaration of Covenants, Conditions Restrictions and Easements for Ironbridge on the day and year written below.

DECLARANT:

LB Rose Ranch LLC, a Delaware limited liability company
By: PAMI LLC, a Delaware limited liability company, its managing member

By: [Signature]
Name: Marguerite M. Brogan
Title: Authorized Signatory

STATE OF **New York**)
) SS.
COUNTY OF **New York**)

The foregoing instrument was acknowledged before me this 20th day of February 2003, by Marguerite M. Brogan, as Authorized Signatory of PAMI LLC, a Delaware limited liability company, managing member of LB Rose Ranch LLC, a Delaware limited liability company.

My commission expires: 6/19/06

[SEAL]

[Signature]
Notary Public

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

JOINDER OF LIENOR

The undersigned, beneficiary under the Deeds of Trust dated July 29, 1997, November 27, 1997 and April 29, 1999, respectively, and recorded August 4, 1997 in Book 1028 at Page 776, November 26, 1997 in Book 1044 at Page 30, and April 30, 1999 in Book 1127 at Page 364, respectively, in the office of the Clerk and Recorder of Garfield County, Colorado, as amended and supplemented from time to time (the "Deeds of Trust"), for itself and its successors and assigns, approves the revocation of the Revoked Declaration and the recording of the foregoing Restated Declaration of Covenants, Conditions Restrictions and Easements for Ironbridge affecting the property encumbered by the Deeds of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to the Deeds of Trust shall impair, invalidate, supersede or otherwise affect the covenants, conditions, restrictions and easements established by that Declaration.

Lehman Brothers Holdings, Inc., doing business as Lehman Capital, a division of Lehman Brothers Holdings, Inc., a Delaware corporation

By: [Signature]
Name: Marguerite M. Brogan
Title: Authorized Signatory

STATE OF **New York**)
) SS.
COUNTY OF **New York**)

The foregoing instrument was acknowledged before me this 20th day of February 2003, by Marguerite M. Brogan as Authorized Signatory of Lehman Brothers Holdings, Inc., doing business as Lehman Capital, a division of Lehman Brothers Holdings, Inc., a Delaware corporation.

My commission expires: 6/19/06
[SEAL]

[Signature]
Notary Public

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



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ARTICLE I DECLARATION AND SUBMISSION

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, restrictions and easements which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties and heirs, successors, and assigns of parties having any right, title or interest in all or any part of the Property. Additionally, Declarant hereby submits the property to the provisions of the Act.

ARTICLE II DEFINITIONS

Section 2.1 Definitions. The following words when used in this Declaration or any Supplemental Declaration, unless inconsistent with the context of this Declaration, shall have the following meanings:

- 17.1Q.
- A. "Abandoned and Inoperable Vehicle" has the meaning set forth in Section 33.3-101 et seq.
- B. "Act" means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq.
- C. "Annexable Property" means the real property which is subject to the P.U.D for the Rose Ranch and which is not initially made subject to the terms and provisions of this Declaration. The real property which comprises the Annexable Property is depicted and on the Plat as "Future Development" parcels and is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

*Declaration of Protective Covenants
Rose Ranch P.U.D., Phase 1
13-Sep-99*

D. "Articles" mean the Articles of Incorporation for The Rose Ranch Property Owners Association, Inc., on file with the Colorado Secretary of State, and any amendments which may be made to those Articles from time to time.

E. "Annual Assessment" means the Assessment levied annually.

F. "Assessments" means the Annual, Special, and Default Assessments levied pursuant to Article XI below. Assessments are further defined as a Common Expense Liability as defined under the Act.

G. "Association" means The Rose Ranch Property Owners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

H. "Association Documents" means this Declaration, the Articles of Incorporation, and the Bylaws of the Association, and any procedures, rules, regulations, or policies adopted under such documents by the Association.

I. "Association-Insured Property" has the meaning set forth in Section 13.1.

J. "Association Rules" means the rules and regulations adopted by the Association as provided in Section 5.1.

K. "Bylaws" means the Bylaws adopted by the Association, as amended from time to time.

L. "Common Area" means all of the real property depicted and identified on the Plat as "Common Area" and improvements thereon, if any, in which the Association owns or has an interest for the common use and enjoyment of all of the Owners on a non-exclusive basis. Such interest may include, without limitation, estates in fee, for terms of years, or easements. "Common Area" is further defined as a Common Element as defined under the Act.

M. "Common Expenses" means (i) all expenses expressly declared to be common expenses by this Declaration or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing, or replacing the Common Area; (iii) insurance premiums for the insurance carried under Article X; and (iv) all expenses lawfully determined to be common expenses by the Executive Board of the Association.

N. "Declarant" means Roaring Fork Investment, L.L.C., a Colorado limited liability company, and its successors and assigns.

O. "Declaration" means and refers to this Declaration of Covenants, Conditions, Restrictions and Easements for The Rose Ranch.

P. "Default Assessment" means the Assessment levied by the Association pursuant to Article XI, Section 11.7 below.

Q. "Design Guidelines" means the guidelines and rules published and amended and supplemented from time to time by the Design Review Board.

R. "Design Review Board" means and refers to the Design Review Board defined in and created pursuant to Article XVI below.

S. "Drainage Structures" has the meaning set forth in Section 9.6.

T. "Executive Board" means the governing body of the Association elected to perform the obligations of the Association relative to the operation, maintenance, and management of the Property and all improvements on the Property.

U. "Expansion and Development Rights" has the meaning set forth in Section 15.5.

V. "Golf Course" means the real property located in Garfield County, Colorado, more particularly described on the attached Exhibit C.

W. "First Mortgage" means any Mortgage which is not subordinate to any lien or encumbrance except liens for taxes, liens for Assessments or other liens which are given priority by statute.

X. "First Mortgagee" means any person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

Y. "Lot" means a plot of land subject to this Declaration and designated as a "Lot" on any subdivision plat of the Property recorded by Declarant in the office of the Clerk and Recorder of Garfield County, Colorado, together with all appurtenances and improvements, now or in the future, on the Lot. "Lot" also has the meaning ascribed to it in Section 15.3 hereof. Lot is further defined as a Unit as defined under the Act.

Z. "Manager" shall mean a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Executive Board may authorize from time to time.

AA. "Member" shall mean every person or entity who holds membership in the Association.

BB. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any Lot or interest therein as security for payment of a debt or obligation.

CC. "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

DD. "Oversized" has the meanings set forth in Section 17.1.Q.

EE. "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, and "Owner" also includes the purchaser under a contract for deed covering a Lot, but excludes those having such interest in a Lot merely as security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

FF. "Person" means a natural person, a corporation, a partnership, a trustee or any other legal entity.

GG. "Plat" means the subdivision plat depicting the Property subject to this Declaration and recorded in the records of the Clerk and Recorder of Garfield County, Colorado on 11-Sep., 2000 and Reception No. 569188 and all supplements and amendments thereto.

HH. "Private Amenities" means certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Property, which are privately owned and operated by persons other than the Association for recreational, commercial and related purposes, on a membership basis or otherwise, and shall include, without limitation, the Golf Course. Private Amenities may be owned by Declarant or affiliates of Declarant.

II. "Property" means and refers to that certain real property described on Exhibit A attached to this Declaration.

JJ. "P.U.D. Map" means the zone district map for the Rose Ranch Planned Unit Development recorded in the records of the Office of the Clerk and Recorder for Garfield County on 11-Sep., 2000 at Reception No. 569189.

KK. "P.U.D Resolutions of Approval" mean the terms and conditions of the P.U.D approval issued by the Board of County Commissioners for Garfield County, Colorado for the Rose Ranch Planned Unit Development set forth in Commissioner Resolution No. 98-80, recorded in the records of the Clerk and Recorder for Garfield County, Colorado on Sep. 9, 1998 at Book 1087, Page 862 and Reception No. 531935, as amended by Commissioner Resolution No. 99-067, recorded in the records of the Clerk and Recorder for Garfield County, Colorado on June 8, 1999, at Book 1133, Page 911 and Reception No. 546856.

LL. "Repair and reconstruction" has the meaning set forth in Section 13.2.

MM. "Roads" means all roads within the Property as shown on the Plat.

NN. "The Rose Ranch" shall mean the planned community created by this Declaration, consisting of the Property, the Lots, and any other improvements constructed on the Property and as shown on the Plat.

OO. "Sharing Ratio" means the allocation of Assessments to which an Owner's Lot is subject. The formula for sharing ratios is an equal allocation among all of the Lots.

PP. "Special Assessment" means an assessment levied pursuant to Section 11.6 below on an irregular basis.

QQ. "Special District" means a service and utility district which may be created as a special purpose unit of local government in accordance with Colorado law to provide certain community services to some or all of the Property.

RR. "Successor Declarant" means any party or entity to whom Declarant assigns any or all of its rights, obligations, or interests as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded in the office of the Clerk and Recorder of Garfield County, Colorado, designating such party as a Successor Declarant. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

SS. "Supplemental Declaration" means an instrument which subjects any additional property to this Declaration, as more fully provided in Article XV below.

TT. "Supplemental Plat" means a subdivision plat which depicts additional property made part of this Declaration or the resubdivision of any Lot or the creation of any condominiums, duplexes, town homes or other multi-family units on any Lot, and may include one or more "maps" as defined in the Act.

UU. "Western Parcel" has the meaning set forth in Section 18.1.B.

VV. "Wildlife Improvements" has the meaning set forth in Section 18.1.D.

Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the same meanings specified or used in the Act.

ARTICLE III NAME, DIVISION INTO LOTS

Section 3.1 Name. The name of the project is The Rose Ranch. The project is a Planned Community pursuant to the Act.

Section 3.2 Association. The name of the association is The Rose Ranch Property Owners Association, Inc. Declarant has caused to be incorporated under the laws of the State of Colorado the Association as a non-profit corporation with the purpose of exercising the functions as herein set forth.

Section 3.3 Number of Lots. The maximum number of Lots to be developed on the Property is eighty-two (82). Declarant reserves the right for itself and any Successor Declarant to subdivide any Lots or create condominiums, duplexes, town homes and other multi-family units on such Lots. Declarant also reserves the right to expand the property subject to this Declaration pursuant to a the filing of Supplemental Declarations and Plats to include up to additional 240 Lots and to expand the Common Area.

Section 3.4 Identification of Lots. The identification number of each initial Lot is shown on the Plat.

Section 3.5 Description of Lots.

A. Each Lot shall be inseparable and may be developed exclusively for residential purposes in accordance with the restrictions applicable to a particular Lot contained in this Declaration, the Plat, the P.U.D. Resolutions of Approval and the P.U.D Map. No Lot shall be further subdivided, except that Declarant, its successors and assigns (which assigns may be more than one, including, without limitation, developers of certain portions of the Property) may further subdivide Lots into condominiums, duplexes, town homes and other multi-family units. Once subdivided, each Lot shall be deemed to be the number of Lots into which it is subdivided. Once a condominium, duplex, town home or multi-family dwelling unit is created pursuant to filing of appropriate final plat(s), then each such separate residence shall constitute a Lot.

B. Title to a Lot may be held individually or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Lot in which he owns an interest. For all purposes herein, there shall be deemed to be only one Owner for each Lot. The parties, if more than one, having the ownership of a Lot shall agree between themselves how to share the rights and obligations of such ownership, but all such parties shall be jointly and severally liable for performance and observance of all of the duties and obligations of an Owner hereunder with respect to the Lot in which they own an interest.

C. Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Lot may describe it as Lot ____, Rose Ranch P.U.D. , Phase No. 1, County of Garfield, State of Colorado, according to the Plat thereof recorded in the records of the Clerk and Recorder of Garfield County, Colorado on _____, 2000__ at Reception No. _____.

D. Each Lot shall be considered a separate parcel of real property and shall be separately assessed and taxed. Accordingly, the Common Area shall not be assessed separately but shall be assessed with the Lot as provided pursuant to Colorado Revised Statutes Subsections 39-1-103(10) and 38-33.3-105(2).

E. No Owner of a Lot shall be entitled to bring any action for partition or division of the Common Area.

F. Subject to Section 17.5 and as provided below, each Lot shall be used and occupied solely for residential use; provided that such use and occupancy shall be only as permitted by and subject to the appropriate and applicable governmental zoning and use ordinances, rules and regulations from time to time in effect. Notwithstanding the foregoing, Declarant, for itself and its successors, assigns, and/or designees (which designees may be more than one, including, without limitation, developers of certain portions of the Property), hereby retains a right to maintain on any Lot or Lots sales offices, management offices or model residences at any time or from time to time so long as Declarant, or its successors or assigns, continues to own an interest in a Lot. The use by Declarant, or its successors, assigns or designees, of any Lot as a model residence, office or other use shall not affect the Lot's designation on the Plat as a separate Lot.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 4.1 The Association. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Transfer of Membership. An Owner shall not transfer, pledge, encumber or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Lot and then only to the purchaser or Mortgagee of his Lot.

Section 4.3 Membership. The Association shall have one (1) class of membership consisting of all Owners, including the Declarant so long as the Declarant continues to own an interest in a Lot. Except as otherwise provided for in this Declaration, each Member shall be entitled to vote in Association matters pursuant to this Declaration on the basis of one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one person or alternative persons (who may be a tenant of the Owners) appointed by proxy in accordance with the Bylaws. In the absence of a proxy, the vote allocated to the Lot shall be suspended in the event more than one person or entity seeks to exercise the right to vote on any one matter. Any Owner of a Lot which is leased may assign his voting right to the tenant, provided that a copy of a written proxy appointing the tenant is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right. In no event shall more than one vote be cast with respect to any one Lot.

Section 4.4 Declarant Control. Notwithstanding anything to the contrary provided for herein or in the Bylaws, Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association to the fullest extent currently permitted under the Act. The specific restrictions and procedures governing the exercise of Declarant's right to so appoint and remove Directors and officers shall be set out in the Bylaws of the Association. Declarant may voluntarily relinquish such power evidenced by a notice executed by Declarant and recorded in the Office of the Clerk and Recorder for Garfield County, Colorado, but, in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove Directors and officers, be approved by Declarant before they become effective.

Section 4.5 Compliance with Association Documents. Each Owner shall abide by and benefit from each provision, covenant, condition, restriction and easement contained in the Association Documents. The obligations, burdens, and benefits of membership in the Association concern the land and shall be covenants running with each Owner's Lot for the benefit of all other Lots and for the benefit of Declarant's adjacent properties.

Section 4.6 Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 4.7 Manager. The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Executive Board. The Executive Board shall not be liable for any omission or improper exercise by a Manager of any duty, power, or function so delegated by written instrument executed by or on behalf of the Executive Board.

Section 4.8 Implied Rights and Obligations. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, all powers granted to an association pursuant to C.R.S. § 38-33.3-302(1) (except as expressly otherwise provided in this Declaration), and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Association Documents or reasonably necessary to effect any such right or privilege. The Association shall perform all of the duties and obligations expressly imposed upon it by the Association Documents, and every other duty or obligation implied by the express provisions of the Association Documents or necessary to reasonably satisfy any such duty or obligation.

Section 4.9 Association Meetings. Meetings of the Association shall be held at least once each year. Special meetings of the Association may be called by the President, by a majority of the Executive Board or by Owners having ten percent (10%) of the votes in the Association. Not less than ten (10) nor more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws of the Association shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Owner or to any other mailing address designated in writing by the Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to this Declaration or the Bylaws, any budget changes and any proposal to remove an officer or member of the Executive Board.

Section 4.10 Association Standard of Care. The duty of care which the Association owes to the Owners is that of a landowner to a licensee, notwithstanding the interest which the Owners hold in the Common Area through their membership in the Association.

Section 4.11 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR FOR THE INEFFECTIVENESS OF ANY SECURITY MEASURE UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION, AND ITS EXECUTIVE BOARD, DECLARANT AND ANY SUCCESSOR DECLARANT, DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO THE DESIGN GUIDELINES ESTABLISHED BY THE DECLARANT MAY NOT BE COMPROMISED OR CIRCUMVENTED; NOR THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO THE DESIGN GUIDELINES ESTABLISHED BY THE DECLARANT MAY NOT BE COMPROMISED OR CIRCUMVENTED; NOR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE; NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. ALL OWNERS AND OCCUPANTS OF ANY LOT AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, TO RESIDENTIAL DWELLINGS AND TO THE CONTENTS OF RESIDENTIAL DWELLINGS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION, ITS EXECUTIVE BOARD, COMMITTEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR



HAS ANY OWNER, OCCUPANT, OR ANY TENANT, GUEST OR INVITEE OF ANY OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 4.12 Power to Provide Services to Subassociations. To the fullest extent permitted by the Act, the Association may establish subassociations and to provide services to subassociations. Such services to any subassociation shall be provided pursuant to an agreement in writing between the Association and such subassociations which shall provide for the payment by such subassociation to the Association of the reasonably estimated expenses which the Association will incur in providing such services to the subassociation, including a fair share of the overhead expenses of the Association. In lieu of collecting the expenses for such services from the subassociation, the Association shall have the right to collect them directly from the Members of the subassociation in monthly installments as part of the monthly common assessments.

Section 4.13 Power to Provide Special Services for Members. To the fullest extent permitted by the Act, the Association may provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be provided pursuant to an agreement in writing, or through one or more Supplemental Declarations, which shall provide for payment to the Association by such Member or group of Members of a costs and expenses which the Association estimates it will incur in providing such services, including a fair share of the overhead expenses of the Association, and shall contain provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member or group of Members, and that the payment for such services shall be secured by a lien on the Lot or Lots of the Member or group of Members and may be collected in the same manner as assessments or otherwise.

Section 4.14 Domestic Water. Water shall be supplied to each Lot by a central water system which shall be owned, operated and maintained by the Association. The water so supplied shall be used for domestic in-house use only. All water use shall be metered by water meters or other measuring devices approved by the Association. The Association shall be responsible for setting all rates, fees or charges for the provision through the water system of domestic water service to the Lot, and each Owner shall pay to the Association the rates, fees or charges applicable to his respective Lot. The obligation of Owners to pay the Association for such water service shall be a personal obligation of the Owner which the Association shall have the power and duty to enforce. Additional rules and regulations concerning the use, operation, and limitation of the water system and the water supply thereby may be promulgated by the Association and, if so promulgated, shall be binding upon each Unit Owner.

Section 4.15 Irrigation Water. Nonpotable irrigation water shall be supplied to each Lot by a central irrigation system which shall be owned, operated and maintained by the Association.

The nonpotable water so supplied shall be used solely for the irrigation of grass, shrubs trees and other foliage located upon the Property as permitted by the Association and limited under this Declaration and the Plat. The Association shall be responsible for setting all rates, fees or charges for the provision of irrigation water through the irrigation system and such rates, fees or charges assessed by the Association against each Lot receiving irrigation water shall be a personal obligation of the Owner thereof which the Association shall have the power and duty to enforce. Additional rules and regulations concerning the use, operation and limitation of the water system and the water supply thereby may be promulgated by the Association and, if so promulgated, shall be binding upon each Lot Owner.

ARTICLE V
POWERS OF THE EXECUTIVE BOARD OF THE ASSOCIATION

Section 5.1 Association Rules. From time to time and subject to the provisions of the Association Documents, the Executive Board may adopt, amend, repeal, suspend and publish rules and regulations, to be known as the "Association Rules," governing, among other things and without limitation:

(i) The use of the Common Area, including any recreational facilities which may be constructed on such property, the personal conduct of the Members and their guests, and the establishment of penalties, including, without limitation, the imposition of fines, for the infraction of such Association Rules;

(ii) The use of any private Roads; and

(iii) The rights of a Member, including, but not limited to, the voting rights of a Member during any period in which such Member is in default on payment of any Assessment levied by the Association, as provided in Article XI. Such rights also may be suspended after notice and hearing for a period not to exceed ninety (90) days for an infraction of published Association Rules, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter.

A copy of the Association Rules in effect will be distributed to each Member and any change in the Association Rules will be distributed to each Member within a reasonable time following the effective date of the change.

Section 5.2 Implied Rights. The Executive Board may exercise for the Association all powers, duties, and authority vested in or delegated to the Association, and not reserved to the Members or Declarant by other provisions of this Declaration or the Articles or Bylaws of the Association or as provided by law.

ARTICLE VI

PROPERTY RIGHTS

Section 6.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

- (i) This Declaration, the Plat and any other applicable covenants;
- (ii) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (iii) The right of the Executive Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (iv) The right of the Executive Board to suspend the right of an Owner to use facilities within the Common Area (A) for any period during which any charge or Assessment against such Owner's Lot remains delinquent, and (B) for a period not to exceed ninety (90) days for a single violation or for a longer period in the case of any continuing violation of the Declaration, any applicable Supplemental Declaration, the Bylaws or Association Rules;
- (v) The right of the Executive Board to impose reasonable membership requirements and charge reasonable membership, admission, use or other fees for the use of any facility situated upon the Common Area;
- (vi) The right of the Executive Board to permit the use of any facilities situated on the Common Area by persons other than Owners, their families, lessees and guests;
- (vii) The right and obligations of the Declarant and the Association, acting through its Executive Board, to restrict, regulate or limit Owners' and occupants' use of the Common Area for environmental preservation purposes, including, without limitation, wildlife corridors, winter wildlife ranges and natural wildlife habitat; and
- (viii) Any governmental or quasi-governmental rules, regulations or statutes.

Any Owner may extend his or her right to use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Executive Board. An Owner who leases his or her residential dwelling shall be deemed to assign all such rights to the lessee of such dwelling.

Section 6.2 Expansion. From time to time, Declarant may, but shall not be obligated to, expand the Common Area by written instrument recorded with the Clerk and Recorder of Garfield County, Colorado, all as more fully set forth in Article XV below.

Section 6.3 Maintenance. The Association shall maintain and keep the Common Area in good repair, and the cost of such maintenance shall be funded as provided in Article XI, subject to any insurance then in effect. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement of all Roads, landscaping, walls, gates, signage, domestic water systems, irrigation systems, sidewalks, driveways and improvements, if any (which shall including, without limitation, snow removal services), located in the Common Area. In the event the Association does not maintain or repair the Common Area, Declarant shall have the right, but not the obligation, to do so at the expense of the Association.

Section 6.4 No Dedication to the Public. Nothing in this Declaration or the other Association Documents will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect.

Section 6.5 Private Amenities. Access to and use of the Private Amenities is strictly subject to the rules and procedures of the respective owners of the Private Amenities, and no Person gains any right to enter or to use those facilities by virtue of membership in the Association or ownership or occupancy of a Lot.

ALL PERSONS, INCLUDING ALL OWNERS, ARE HEREBY ADVISED THAT NO REPRESENTATIONS OR WARRANTIES, EITHER WRITTEN OR ORAL, HAVE BEEN MADE OR ARE MADE BY DECLARANT OR ANY OTHER PERSON WITH REGARD TO THE NATURE OR SIZE OF IMPROVEMENTS TO, OR THE CONTINUING OWNERSHIP OR OPERATION OF, THE PRIVATE AMENITIES. NO PURPORTED REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, IN REGARD TO THE PRIVATE AMENITIES SHALL EVER BE EFFECTIVE WITHOUT AN AMENDMENT HERETO EXECUTED OR JOINED INTO BY DECLARANT.

The ownership, usage of, or operational duties of and as to the Private Amenities may change at any time and from time to time by virtue of, but without limitation, (i) the sale to or assumption of operations by an independent entity, (ii) conversion of the membership structure to an "equity" club or similar arrangement whereby the members of a Private Amenity or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Private Amenity, (iii) the conveyance of a Private Amenity to one or more affiliates, shareholders, employees, or independent contractors of Declarant, or (iv) the change in use of any Private Amenity (including, but not limited to, play rights with respect to any golf or tennis club). No consent of the Association or any Owner shall be required to effectuate such a transfer or conversion.

Rights to use the Private Amenities will be granted only to such Persons, and on such terms and conditions, as may be determined by their respective owners. Such owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without

notice, to amend or waive the terms and conditions of use of their respective Private Amenities and to terminate use rights altogether.

ARTICLE VII MECHANIC'S LIENS

Section 7.1 No Liability. If any Owner shall cause any material to be furnished to his Lot or any labor to be performed therein or thereon, no Owner or any other Lot shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his or her Lot. Nothing herein contained shall authorize any Owner or any person dealing through, with or under any Owner to charge the Common Area or any Lot other than the Lot of such Owner with any mechanic's lien or other lien or encumbrance whatsoever. On the contrary (and notice is hereby given) the right and power to charge any lien or encumbrance of any kind against the Common Area or against any Owner or any Owner's Lot for work done or materials furnished to any other Owner's Lot is hereby expressly denied.

Section 7.2 Indemnification. If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Area or against any other Owner's Lot or any Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be canceled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees, resulting therefrom.

Section 7.3 Association Action. Labor performed or material furnished for the Common Area, if duly authorized by the Association in accordance with the Declaration or the Bylaws, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for the filing of a lien pursuant to law against the Common Area. Any such lien shall be limited to the Common Area and no lien may be effected against an individual Lot or Lots.

ARTICLE VIII PROPERTY RIGHTS OF OWNERS AND RESERVATIONS BY DECLARANT

Section 8.1 Owner's Easement of Enjoyment. Every Owner has a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot. Certain third persons also may have access to the Common Area as set forth in the

Association Rules. Every Owner shall have a right of access to and from his Lot. No Owner shall hinder nor permit his guest to hinder reasonable access by any other Owner and his guest to the Lots and parking areas.

Section 8.2 Recorded Easements. The Property shall be subject to all easements, licenses, covenants, and restrictions as shown on any recorded plat affecting the Property and to any other easements of record or of use as of the date of recordation of this Declaration, including without limitation those set forth within Exhibit D hereto. In addition, the Property is subject to those easements set forth in this Article VIII.

Section 8.3 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Area, together with the right to store materials on the Common Area, to build and maintain temporary walls, and to make such other use of the Common Area as may be reasonably necessary or incident to any construction of improvements on the Property, or other real property owned by Declarant, or other properties abutting and contiguous to the Property; provided, however, that no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Common Area by the Owners.

Section 8.4 Utility Easements. There are hereby reserved unto Declarant (so long as the Declarant owns any of the Property), the Golf Course, the Association, and the designees of each (which may include, without limitation, Garfield County, Colorado and any utility company) easements upon, across, over and under all of the Lots, with the exception of the building envelope, to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, irrigation systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas and electricity. The foregoing easements may traverse the private property of any Owner; provided, however, an easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Lot or building envelope as shown on the Plat, and any damage to a Lot resulting from the exercise of an easement shall be reasonably repaired by, and at the expense of, the Person exercising the easement. The exercise of an easement shall not unreasonably interfere with the use of any Lot and, except in any emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

Declarant specifically reserves the right to convey to the local water supplier, sewer authority, electric company, natural gas supplier and cable television or communications systems supplier and any other utility supplier an easement across the Property for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the dwelling on the Lot, nor shall

any utilities be installed or relocated on the Property, except as approved by the Executive Board or Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Executive Board or Declarant shall have the right to grant such specific, descriptive easement over the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property. The Owner of a Lot subject to such easement shall cooperate with Declarant and the Executive Board and take all actions, including, without limitation, executing any documents evidencing such descriptive easement as reasonably requested by the Executive Board or Declarant. In the event an Owner fails to cooperate in such matter the Association or Declarant may, pursuant to Section 8.14 below, exercise its power to act as that Owner's attorney-in-fact to execute any necessary documentation on behalf of such Owner.

The Executive Board shall have the power to dedicate portions of the Common Area to Garfield County, Colorado, the Special District or to any other local, state or federal government or quasi-governmental entity.

Section 8.5 Support Easement. Each Lot is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or improvements presently situated, or to be built in the future, on the Lots.

Section 8.6 Road Easement. The Lots may have common Roads and/or driveways upon certain Lots serving more than one Lot; and there is granted hereby a non-exclusive easement to the Owners of Lots served by any such Road or driveway for ingress and egress purposes over and across those portions of such Lots which are used as a Road or driveway. No Owner shall hinder nor permit his guest to hinder reasonable access by any other Owner and his guest to the Lots.

Section 8.7 Reservation for Expansion. Declarant hereby reserves for itself and the Association and/or for Owners in all future phases of The Rose Ranch an easement and right-of-way over, upon and across the Property for construction, utilities, drainage, and ingress and egress from the Golf Course, and other properties abutting and contiguous to the Property and the Golf Course, and for use of the Common Area as may be reasonably necessary or incident to the construction of improvements on the Lots or other improvements on the Property or the Golf Course; provided, however, that no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Common Areas by the Owners. The location of these easements and rights-of-way may be made certain by Declarant or the Association by instruments recorded in the office of the Clerk and Recorder, Garfield County, Colorado.

Section 8.8 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

Section 8.9 Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself and its successors, assigns and designees the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams and wetlands located within the Common Area to (i) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Common Area or the Golf Course; (ii) construct, maintain, and repair any bulkhead, wall, dam or other structure retaining water; and (iii) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Section. Declarant, the Association, and their designee shall have an access easement over and across any of the Property abutting or containing any portion of any of the lakes, ponds, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association, and their designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within one hundred feet of lake beds, ponds and streams within the Property, in order to (i) temporarily flood and back water upon and maintain water over such portions of the Property; (ii) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams, and wetlands within the Common Area; (iii) maintain and landscape the slopes, banks and surrounding areas pertaining to such lakes, ponds, streams, and wetlands; (iv) construct, maintain, operate, repair, and replace water lines, water storage tanks, water house facilities and other improvements necessary or convenient for the installation and operation of the Association's water system; and (v) enter upon and across such portions of the Property for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall, or other natural disasters.

Section 8.10 Easements for Encroachments. To the extent that any improvement constructed within the Common Area (including, without limitation, any portion of the Roads) encroaches on any Lot, either currently existing or as a result of any addition or improvement pursuant to this Declaration, a valid easement for such Lot, either currently existing or as a result of any addition or improvement pursuant to this Declaration, a valid easement for such encroachments and for the maintenance of same, so long as they exist, shall and does exist. In the event any such improvement is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of such rebuilt improvements shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the improvements shall stand.

Section 8.11 General Maintenance Easement. An easement is hereby reserved to Declarant, and granted to the Association, and any member of the Executive Board or the Manager, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency

repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Association Documents or to protect the Association's property.

Section 8.12 Blanket Easement. Declarant hereby reserves to itself, its successors and assigns, and grants to the Association, a blanket easement upon, across, over and under the Property, with the exception of building envelopes, for the installation, replacement, repair and maintenance of drainage, ditch, utility and other service lines and systems, including but not limited to, water, sewer, gas, telephone, television, cable or communication and electric lines and systems and drainage structures and, further, for the purpose of cuts and fills and/or retaining walls adjacent to the Roads as are necessary or desirable for the proper construction, use and maintenance of the Roads. Declarant, its successors and assigns, further reserves the right, but not the obligation, and grants to the Association the right, but not the obligation, to record a document specifying the boundaries of such easements at any time after such utility lines, roadway cuts and fills and/or retaining walls, pedestrian trails or other improvements described above have been constructed.

Section 8.13 Declarant's Right to Excess Capacity. To the maximum extent permitted by the Act, Declarant, during the period of Declarant control and for a period of 20 years thereafter, reserves the right to use excess capacity of the water system, water rights, waterways, wells, ponds, springs and all pumps, pipelines, ditches, tanks, measuring devices, meters or other facilities associated therewith, including any facilities necessary for the exercise of any existing or subsequently decreed water rights or augmentation plan together with easements associated therewith for the construction, erection, maintenance, operation, use, expansion, repair and replacement of the water rights and/or facilities, and to add to such water system or water rights, to amend or change any water court decree, or to substitute the water source or amount of water in any water right as may be subsequently decreed by appropriate action in the water court or with the State Engineer's Office.

Section 8.14 Association as Attorney-in-Fact. Each Owner, by his acceptance of a deed or other conveyance vesting in him an interest in a Lot, does irrevocably constitute and appoint the Association and/or Declarant with full power of substitution in the Owner's name, place and stead to deal with Owner's interest in order to effectuate the rights reserved by Declarant or granted to the Association, as applicable, with full power, right and authorization to execute and deliver any instrument affecting the interest of the Owner and to take any other action which the Association or Declarant may consider necessary or advisable to give effect to the provisions of this Section and this Declaration generally. If requested to do so by the Association or Declarant, each Owner shall execute and deliver a written, acknowledged instrument confirming such appointment. No Owner shall have any rights against the Association or Declarant or any of their officers or Directors with respect thereto except in the case of fraud or gross negligence.

Section 8.15 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to the members of his family, his tenants, guests, licensees, and invitees, but only in accordance with and subject to the limitations of the Association Documents.

Section 8.16 Declarant's Right of Assignment. Declarant reserves the right to assign any or all of its rights, obligations or interests as Declarant by recording an assignment or deed of record executed by both Declarant and the transferee or assignee in the Office of the Clerk and Recorder of Garfield County, Colorado, designating such party as a Successor Declarant. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

Section 8.17 Easements for Private Amenity Activities. The Private Amenities and their members (regardless of whether such members are Owners hereunder), their guests, invitees, and the employees, agents, contractors, and designees of the Private Amenities shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Property reasonably necessary to travel from/to the entrance to the Property and from/to the Private Amenity(ies). Without limiting the generality of the foregoing, members of the Private Amenities and permitted members of the public shall have the right to park their vehicles on the roadways located within the Property at reasonable times before, during and after functions held by/at the Private Amenities, which may include, without limitation, golf tournaments.

Section 8.18 Declarant's Right to Conduct Business. Declarant, during the period of Declarant control of the Executive Board and for a period of 20 years thereafter, reserves the right to conduct certain activities which, notwithstanding any provision contained in this Declaration to the contrary, shall include the right to maintain a sales office, management office and other such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or necessary for the construction, sale and management of any Lots. Such facilities may include without limitation a business office, storage area, construction yards, signs, model units, sales offices, construction office, parking areas and lighting and temporary parking structures for all prospective purchasers of Lots.

Section 8.19 Declarant's Right to Vacate and Re-Dedicate Roads. Declarant, during the period of Declarant control of the Executive Board and for a period of 20 years thereafter, reserves the right to take on behalf of the Association and each Owner, all actions necessary to cause the roads, contained within the Property and dedicated to the public under the Plat, to be vacated and re-dedicated to the Association and Owners as private roadways for the exclusive use and enjoyment of the Declarant, Owners and the Association. In the event Declarant exercises its rights under this reservation, the Association and each Owner shall be deemed to consent to:

- i. the filing and prosecution by Declarant of all petitions/applications required to effect the vacation of such public roads pursuant to Colo. Rev. § 43-2-303; and
- ii the acceptance by Declarant of title to such public roads upon vacation upon condition that Declarant re-dedicate or convey such roads to the Association and Owners for use consistent with this Section 8.19;

iii. the filing and prosecution by Declarant, under the Garfield County Subdivision and Zoning Regulations, of all petitions/applications for zoning or plat amendment warranted by the vacation and re-dedication of such public roads to the Association and Owners.

Section 8.20 Declarant's Right to Create Subassociations. To the maximum extent permitted by the Act, Declarant, during the period of Declarant control and for a period of 20 years thereafter, reserves the right to create subassociations or make the Association subject to a master association, or to merge or consolidate the Association with another association of a similar nature or same form or ownership, whether such merger be into and with an existing Association or a subsequently formed homeowners association.

ARTICLE IX MAINTENANCE AND LANDSCAPING

Section 9.1 Maintenance and Landscaping of Lots.

A. Subject to Article XVI, each Owner shall be solely responsible for all landscaping, maintenance and repair of his Lot and of the exterior and interior of his residence, including all fixtures and improvements and all utility lines and equipment located therein or in, on or upon his Lot and is required to maintain the Lot and any improvements located thereon in a condition of good order and repair. No Owner shall unreasonably damage the value of other Lots such as by shoddy upkeep of such Owner's Lot or any structures located on the Lot.

B. Owners shall be responsible for all maintenance and repairs of utility service lines, connections, facilities and related equipment providing service to such Owner's Lot and the residence and other buildings and improvements constructed upon such Lot, with such responsibility to begin at the point where a utility provider ceases responsibility for maintenance and repair for a particular utility. The responsibility of an Owner for repair and maintenance shall include those portions of said Owner's Lot, other Lots, unplatted tracts, platted open space, platted easements, and streets and roads which are crossed by such a utility service line or other improvement. All such expenses and liabilities shall be borne solely by the Owner of such Lot, who shall have a perpetual easement in and to that part of the Property lying outside of such Owner's Lot for purposes of maintenance, repair and inspection. Each Owner shall use the utility service easement provided herein in a reasonable manner and shall promptly restore the surface overlying such easements when maintaining or repairing a utility service line or other improvement.

C. No Owner shall construct any structure or improvement or make or suffer any structural or design change (including a color scheme change), either permanent or temporary and of any type or nature whatsoever to the exterior of his residence or construct any addition or improvement on his Lot without first obtaining the prior written consent thereto from the Design Review Board pursuant to Article XVI hereto.

Section 9.2 Common Area. The Association shall maintain the Common Area as set forth in Section 6.3 above. Maintenance of the Common Area shall be performed at such time and in such a manner as the Association shall determine.

Section 9.3 Roads.

A. The Association shall maintain and keep the Roads in good repair, and the cost of such maintenance shall be funded as provided in Article XI. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement of the Roads (which shall include, without limitation, snow removal services). The Association's responsibility for Road maintenance under this Section applies whether or not such Roads lie on a Common Area, or some other area of the Property. In the event the Association does not maintain or repair the Roads, Declarant shall have the right, but not the obligation, to do so at the expense of the Association. The Association may contract for these services with any public or private entity.

B. If the Executive Board deems it advisable, the Association may, at any time, enter into a written agreement to dedicate or convey the Roads to either a metropolitan district or to Garfield County. In the event a dedication to Garfield County is made under this Section, the Roads must meet all Garfield County road and trail plan standards applicable at the time of such dedication. Garfield County SHALL HAVE NO OBLIGATION TO ACCEPT THE OWNERSHIP OF THE ROADS OR THE RESPONSIBILITY TO MAINTAIN THE ROADS.

Section 9.4 Maintenance Contract. The Association or Executive Board may employ or contract for the services of a third party to perform certain delegated powers, functions, or duties of the Association to maintain the Common Area. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Executive Board. The Executive Board shall not be liable for any omission or improper exercise by the employed third party of any duty, power, or function so delegated by written instrument executed by or on behalf of the Executive Board.

Section 9.5 Owner's Failure to Maintain or Repair. In the event that a Lot and the improvements thereupon are not properly maintained and repaired by an Owner, or in the event that the improvements on the Lot are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue and repair the reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article XI of this Declaration.

Section 9.6 Drainage Structures. All drainage control structures located on the Property shall be maintained by the Association in conformance with the provisions set forth within the report drafted by High Country Engineering, Inc., dated October 14, 1998 and titled MAINTENANCE PLAN FOR ROSE RANCH'S BEST MANAGEMENT PRACTICES --BEST MANAGEMENT PRACTICES --WATER QUALITY & DRAINAGE STRUCTURES.

Section 9.7 Parkland Maintenance. The Association shall, in the maintenance and care of all parks and other lands contained within the Property as Common Areas, be subject to and abide by the Best Management Practices set forth in the reports prepared by Environmental & Turf Services, Inc. titled THE ROSE RANCH INTEGRATED GOLF COURSE MANAGEMENT PLAN (Dated August 31, 1998) and MANAGEMENT PLAN AND RISK ASSESSMENT FOR THE ROSE RANCH GOLF COURSE (Dated July 10, 1998).

Section 9.8 Maintenance of Reports. The Association shall maintain within its offices copies of the reports identified and referenced in Sections 9.6 and 9.7 above, which reports shall remain available for inspection and review by all Members, the Declarant and the County of Garfield.

ARTICLE X INSURANCE AND FIDELITY BONDS

Section 10.1 General Insurance Provisions. The Association shall maintain, to the extent reasonably available:

(i) Property insurance on the Common Area for broad form covered causes of loss; except that the total amount of insurance must be not less than the full insurable replacement costs of the insured property less reasonable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, paving areas, landscaping and other items normally excluded from property policies; and

(ii) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Area and the Association, in an amount deemed sufficient in the judgment of the Executive Board, insuring the Executive Board, the Association, the Manager, and their respective employees, agents, and all persons acting as agents. Declarant shall be included as an additional insured in Declarant's capacity as an Owner and Executive Board member. The Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Area. The insurance shall cover claims of one or more insured parties against other insured parties.

(iii) The Association may carry such other and further insurance that the Executive Board considers appropriate, including insurance on Lots, or insurance covering the acts

or omissions of officers, directors, employees or agents of the Association, or other insurance that the Association is not obligated to carry to protect the Association or the Owners.

Section 10.2 Cancellation. If the insurance described in Section 10.1 is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefor having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners.

Section 10.3 Policy Provisions. Insurance policies carried pursuant to Section 10.1 must, to the extent available, provide that:

(i) Each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association;

(ii) The insurer waives its rights to subrogation under the policy against any Owner or member of his household;

(iii) No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(iv) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 10.4 Insurance Proceeds. Any loss covered by the property insurance policy described in Section 10.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 10.7 below, the proceeds must be distributed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

Section 10.5 Association Policies. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all or any equitable portion of the deductibles paid by the Association.

Section 10.6 Insurer Obligation. To the extent the following is available, an insurer that has issued an insurance policy for the insurance described in Section 10.1 shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

Section 10.7 Repair and Replacement.

A. Any portion of the Common Area for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (i) The regime created by this Declaration is terminated;
- (ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (iii) Sixty-seven percent of the Owners vote not to rebuild, including the vote of every Owner of a Lot or assigned limited common element that will not be rebuilt; or
- (iv) Prior to the conveyance of any Lot to a person other than Declarant, the Mortgagee holding a deed of trust or mortgage on the damaged portion of the Common Area rightfully demands all or a substantial part of the insurance proceeds.

B. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Common Area is not repaired or replaced, the insurance proceeds attributable to the damaged Common Area must be used to restore the damaged area to a condition compatible with the remainder of The Rose Ranch, and except to the extent that other persons will be distributees, the unused insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear in proportion to the Common Expense liabilities of all the Lots.

Section 10.8 Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

Section 10.9 Fidelity Insurance. Fidelity bonds must be maintained by the Association to protect against dishonest acts on the part of its Directors, officers, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than two months' current Assessments plus reserves as calculated from the current budget of the Association. In addition, if responsibility for handling funds is delegated to a Manager, such bond may be obtained for the Manager and its

officers, employees, and agents, as applicable. Any such fidelity coverage shall name the Association as an obligee and such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 10.10 Worker's Compensation Insurance. The Executive Board shall obtain worker's compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

Section 10.11 Other Insurance. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of Directors against any liability asserted against a Director or incurred by him in his capacity of or arising out of his status as a Director. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 10.12 Insurance Obtained by Owners. Each Owner shall obtain and at all times maintain physical damage and liability insurance for such Owner's benefit, at such Owner's expense, covering the full replacement value of the Owner's Lot and residence (except to the extent any such Lot is encumbered by an easement conveyed to the Association as Common Area), personal property and personal liability insurance in a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to property, and if higher limits shall at any time be customary to protect against tort liability such higher limits shall be carried. In addition, an Owner may obtain such other and additional insurance coverage on the Lot and residence as such Owner in the Owner's sole discretion shall conclude to be desirable; provided, however, that none of such insurance coverage obtained by the Owner shall operate to decrease the amount which the Executive Board, on behalf of all Owners, may realize under any policy maintained by the Executive Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Lot. No Owner shall obtain separate insurance policies on the Common Area.

All Owners are required to maintain on file copies of all such current policies with the Association to evidence their obligations hereunder and to facilitate recovery of all appropriate awards or proceeds by the Association.

ARTICLE XI ASSESSMENTS

Section 11.1 Obligation. Each Owner, including Declarant, by accepting a deed for a Lot, is deemed to covenant to pay to the Association (i) the Annual Assessments imposed by the

Executive Board as necessary to meet the Common Expenses of maintenance, operation, and management of the Common Area and to perform the functions of the Association; (ii) Special Assessments for capital improvements and other purposes as stated in this Declaration, if permitted under the Act; and (iii) Default Assessments which may be assessed against a Lot for the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents.

Section 11.2 Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of The Rose Ranch, for the improvement and maintenance of the Common Area and other areas of Association responsibility referred to herein, as more fully set forth in this Article below and in Article XVIII.

Section 11.3 Budget. Within thirty (30) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting sixty percent (60%) of all Owners, whether or not present at the meeting, reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board shall adopt a budget and submit the budget to a vote of the Owners as provided herein no less frequently than annually. The Executive Board shall levy and assess the Annual Assessments in accordance with the annual budget.

Section 11.4 Annual Assessments. Annual Assessments for Common Expenses made shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners, subject to Section 11.3 above. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Area; expenses of management, taxes and special governmental assessments pertaining to the Common Area and insurance premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping, care of grounds within the Common Area; routine repairs and renovations within the Common Area; wages; common water and utility charges for the Common Area; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any default remaining from a previous assessment period; and the creation of a reasonable contingency or other reserve or surplus fund for general, routine maintenance, repairs, and replacement of improvements within the Common Area on a periodic basis, as needed. Notwithstanding the use of the term "Annual" Assessments, the Association may establish an Annual Assessment for less than 12 months (e.g., set two six month "Annual Assessments"). Until the Association makes an Annual Assessment, the Declarant shall pay all Common Expenses.

Annual Assessments shall be payable on a prorated basis each year in advance and shall be due on the first day of each month, calendar quarter or year, as determined by the Executive Board.

The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make prorated refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year. In the alternative, the Executive Board may elect to allocate any such excess Assessments to an Association working capital fund or to an Association reserve fund.

Section 11.5 Apportionment of Annual Assessments. Each Owner shall be responsible for that Owner's share of the Common Expenses, which shall be divided among the Lots on the basis of the Sharing Ratios in effect on the date of assessment, subject to the following provisions. All expenses (including, but not limited to, costs of maintenance, repair, and replacement) relating to fewer than all of the Lots to the extent not covered by insurance may be borne by the Owners of those affected Lots only at the reasonable discretion of the Executive Board. The formula used in establishing Sharing Ratios is an equal allocation among all of the Lots.

Section 11.6 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any fiscal year one or more Special Assessments, if permitted under the Act, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Area or for any other expense incurred or to be incurred as provided in this Declaration. This Section 11.6 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration, and in acting under this Section, the Association shall make specific references to this Section. Any amounts assessed pursuant to this Section shall be assessed to Owners in the same proportion as provided for Annual Assessments in Article XI, Section 11.4; subject to the requirements that any extraordinary maintenance, repair or restoration work on fewer than all of the Lots shall be borne by the Owners of those affected Lots only; and any extraordinary insurance costs incurred as a result of the value of a particular Owner's residence or the actions of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by that Owner. Notice in writing in the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given.

Section 11.7 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date.

Section 11.8 Effect of Nonpayment; Assessment Lien. Any Assessment installment, whether pertaining to any Annual, Special, or Default Assessment, which is not paid within thirty (30) days after its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (i) Assess a late charge for each delinquency in such amount as the Association deems appropriate;
- (ii) Assess an interest charge from the date of delinquency at the yearly rate of two points above the prime rate charged by the Association's bank, or such other rate as the Executive Board may establish, not to exceed twenty-one percent (21%) per annum;
- (iii) Suspend the voting rights of the Owner during any period of delinquency;
- (iv) Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- (v) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
- (vi) Proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Lot shall constitute a lien on such Lot. The Association may institute foreclosure proceedings against the defaulting Owner's Lot in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien.

The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

To the maximum extent permitted by law, the lien of the Assessments will be superior to and prior to any homestead exemption provided now or in the future by the law of the State of Colorado, and to all other liens and encumbrances except liens and encumbrances recorded before the date of the recording of this Declaration, and liens for governmental assessments or charges imposed against

a Lot by a Colorado governmental or political subdivision or special taxing district or any other liens made superior by statute.

Section 11.9 Personal Obligation. The amount of any Assessment chargeable against any Lot shall be a personal and individual debt of the Owner of same. No Owner may exempt himself from liability for the Assessment by abandonment of his Lot or by waiver of the use or enjoyment of all or any part of the Common Area. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 11.10 Successor's Liability for Assessments. The provisions of the Act shall govern and control: (a) the obligations of successors to the fee simple title of a Lot on which Assessments are delinquent and (b) the subordination by the lien of the Assessments provided for in this Declaration. Notwithstanding the foregoing or any contrary provision herein, the lien of the Assessments shall represent a prior and senior lien and shall enjoy priority over any First Mortgage recorded subsequent to the recording of the Declaration.

Section 11.11 Payment by Mortgagee. Any Mortgagee holding a lien on a Lot may pay any unpaid Assessment payable with respect to such Lot, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.

Section 11.12 Statement of Status of Assessment Payment. Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days' written request to the Manager or the Association's registered agent, any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Lot. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days, the Association shall have no right to assert a lien upon the Lot over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

Section 11.13 Capitalization of the Association. Upon acquisition of record title to a Lot from Declarant or any seller after Declarant, each Owner shall contribute to the working capital and reserves of the Association an amount equal to twenty-five percent (25%) of the Annual Assessment determined by the Executive Board for that Lot for the year in which the Owner acquired title. Such payments shall not be considered advance payments of the Annual Assessments. The unused portion of the working capital deposit shall be returned to each Owner, without interest, upon the sale of his Lot, provided that the new purchaser of the Lot has deposited the required working capital deposit with the Association. The Executive Board shall be entitled to make use of the working capital reserves in its discretion following a ten (10) day written notice of its intention to so use the reserves and the purposes therefor is mailed to all of the Owners.

Section 11.14 Real Estate Transfer Assessment. If permitted by law, the Executive Board, in its discretion, may levy a real estate transfer assessment upon the transfer of real property within the Property. Any such real estate transfer assessment must be made pursuant to certain uniform procedures, limitations and exclusions as are currently in effect for other similar real estate projects in Garfield County, Colorado. In addition, the procedures, limitations and exclusions must be placed of record by the Association in the Office of the Clerk and Recorder for Garfield County, Colorado, prior to the enactment of such levy. In no event shall the real estate transfer assessment rate exceed two percent (2%) of the fair market value of the property being transferred.

ARTICLE XII ASSOCIATION AS ATTORNEY-IN-FACT

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to Article X upon their damage or destruction as provided in Article XIII, or a complete or partial taking as provided in Article XIV below. Acceptance by a grantee of a deed or other instrument of conveyance from Declarant or any other Owner conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE XIII DAMAGE OR DESTRUCTION

Section 13.1 The Role of the Executive Board. Except as provided in Section 13.6, in the event of damage to or destruction of all or part of any Common Area improvement, or other Property covered by insurance written in the name of the Association under Article X, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged Property (the Property insured by the Association pursuant to Article X is sometimes referred to as the "Association-Insured Property").

Section 13.2 Estimate of Damages or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in Article XIII shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the Insurance Trustee, if any, determines to be necessary.

Section 13.3 Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Any repair and reconstruction of damaged or destroyed Roads shall, at a minimum, meet all standards approved by Garfield County for The Rose Ranch project. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 13.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement, and reconstruction of the Association-Insured Property. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement, or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Article XI, Section 11.6. but subject to applicable law, levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement or reconstruction.

Section 13.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in equal shares per Lot, first to the Mortgagees and then to the Owners, as their interests appear or, in the reasonable discretion of the Executive Board, the balance may be paid to any maintenance over working capital reserves maintained by the Executive Board.

Section 13.6 Decision Not to Rebuild Common Area. If Owners representing at least 67% of the total allocated votes in the Association (other than Declarant) and 51% of the Mortgagees holding First Mortgages (based on 1.0 vote for each Mortgage which encumbers a Lot) and all directly adversely affected Owners agree in writing not to repair and reconstruct improvements within the Common Area and if no alternative improvements are authorized, then and in that event the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In the event such a written agreement not to repair or reconstruct is made regarding any Road, such decision must

additionally receive the written consent of the Board of County Commissioners, Garfield County, Colorado. Any remaining insurance proceeds shall be distributed in accordance with the Act.

ARTICLE XIV CONDEMNATION

Section 14.1 Rights of Owners. Whenever all or any part of the Common Area shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Area is conveyed in lieu of a taking under threat of condemnation by the Executive Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 14.2 Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as trustee for those Owners for whom use of the Common Area was conveyed and, unless otherwise required under the Act, the award shall be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty days after such taking Declarant and the Owners who represent at least 67% of the votes of all of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executive Board and the Design Review Board. If such improvements are to be repaired or restored, the provisions in Article XIII above regarding the disbursement of funds with respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Lot among the Owners, first to the Mortgagees and then to the Owners, as their interests appear.

Section 14.3 Complete Condemnation. If all of the Property is taken, condemned, or sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Area shall be distributed as provided in Article XIII, Section 13.5, above.

ARTICLE XV EXPANSION, SUBDIVISION AND WITHDRAWAL

Section 15.1 Reservation of Expansion and Withdrawal Rights.

A. Declarant reserves the right for itself and any Successor Declarant at any time and from time to time, to add the Annexable Property to the Property. In accordance with the foregoing, each Owner of a Lot hereunder hereby grants to Declarant and any Successor Declarant, the right to add the Annexable Property to the Property and to modify such Owner's rights in and to the Common Area and Association, as more particularly set forth in Section 15.4. Notwithstanding the foregoing, Declarant is authorized to convey portions of the Annexable Property prior to its addition, to such third party or parties as it may deem appropriate, whether for purposes consistent with this declaration or otherwise.

B. Declarant reserves the right to add additional, unspecified real estate to the Property to the fullest extent permitted by the Act.

C. Declarant reserves the right to subdivide any Lot into two or more Lots, and to create duplexes or multi-family facilities on any Lot either pursuant to re-subdivision, the subjection of such duplexes or multi-family units to a common interest ownership regime or other lawful means.

D. To the maximum extent permitted by the Act, Declarant reserves the right for itself and any Successor Declarant any time and from time to time to withdraw from the provisions of this Declaration any real property subject to this Declaration or subjected to this Declaration by a duly recorded Supplemental Declaration, and, if necessary, Supplemental Plat prior to the time of a sale of a Lot within that phase of the Property as described in this Declaration or in said Supplemental Declaration and, if necessary, Supplemental Plat.

E. The new Lots shall be subject to all of the terms and conditions of this Declaration and of any Supplemental Declaration, upon placing the Supplemental Declaration and, if necessary, the Supplemental Plat(s) of public record in the real estate records of Garfield County, Colorado.

Section 15.2 Supplemental Declarations and Supplemental Plats. Such expansion may be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder for Garfield County, Colorado, of one or more Supplemental Declarations and, if the real property being subject to this Declaration by such Supplemental Declaration has not been previously platted in a plat recorded in the Office of the Clerk and Recorder for Garfield County, Colorado, of a Supplemental Plat depicting such real property recorded concurrently with the applicable Supplemental Declaration. The Supplemental Declaration shall set forth the Lots and other real property, if any, to be included in the expansion, together with any covenants, conditions, restrictions and easements particular to such property. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Declarant may exercise such rights for expansion in whatever order of development Declarant in its sole discretion determines. Declarant shall not be obligated to expand the real property subject to this Declaration.

Section 15.3 Expansion of Definitions. In the event of such expansion, resubdivision or creation of condominium, duplex, town home or other multi-family units, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so expanded, resubdivided or created in condominiums, duplexes, town homes or multi-family units. For example, "Lot" shall mean the Lots as shown on the Plat plus any additional Lots added by a Supplemental Declaration and, if necessary, Supplemental Plat or Plats (but avoiding duplication such that if three town homes were created from one Lot, then there would be a net two additional Lots), and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Lots shall be effective to transfer rights in the Property as expanded.

Section 15.4 Effect of Expansion.

A. Upon the inclusion of additional Lots under this Declaration by the filing of a Supplemental Declaration(s) and, if necessary Supplemental Plat(s) thereof, the Sharing Ratio applicable to a Lot shall automatically be reduced to a fraction, the numerator of which shall be one (1) and the denominator of which shall be equal to the aggregate number of Lots then subject to this Declaration. Such reduction in the Sharing Ratio appurtenant to a Lot shall be reflected and set forth in the Supplemental Declaration.

B. Notwithstanding any inclusion of additional Lots under this Declaration, each Owner shall remain fully liable with respect to its obligation for the payment of the Common Expenses of the Association, including the expenses for such new Common Area, costs and fees, if any. The recording of a Supplemental Declaration or Supplemental Plat shall not alter the amount of the Common Expenses assessed to a Lot prior to such recording.

Section 15.5 Termination of Expansion and Development Rights. The rights reserved to the Declarant for itself, its successors and assigns for the expansion and development pursuant to Section 15.1 ("Expansion and Development Rights") shall expire twenty (20) years from the date of recording this Declaration, unless terminated earlier pursuant to the terms and provisions of the Act, or unless the Expansion and Development Rights are (i) extended as allowed by law or (ii) reinstated or extended by the Association, subject to whatever terms, conditions, and limitations the Executive Board may impose on the subsequent exercise of the Expansion and Development Rights by Declarant.

ARTICLE XVI
DESIGN GUIDELINES AND REVIEW BOARD

Section 16.1 Design Review Board and Guidelines. There is hereby established a Design Review Board (the "Design Review Board"), which will be responsible for the establishment and administration of Design Guidelines to facilitate the purpose and intent of this Declaration.

Section 16.2 Purpose and General Authority. The Design Review Board will review, study and either approve or reject proposed improvements on the Property, all in compliance with this Declaration and as further set forth in the Design Guidelines and such rules and regulations as the Design Review Board may establish from time to time to govern its proceedings. No improvement will be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the improvements shall have been approved by the Design Review Board; provided, however, that improvements that are completely within a dwelling structure may be undertaken without such approval.

Section 16.3 Board Discretion. The Design Review Board will exercise its reasonable judgment to see that all improvements conform and harmonize with any existing structures as to external design, quality and type of construction, seals, materials, color, location on the building site, height, grade and finished ground elevation, landscaping, and the schemes and aesthetic considerations set forth in the Design Guidelines and other Association Documents. The Design Review Board, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. The approval by the Design Review Board of improvements on the Property shall carry no precedential weight when reviewing subsequent requests for approvals, and the Design Review Board shall not be required to approve requests for the same or similar improvements.

Section 16.4 Design Guidelines. The Design Guidelines may include, among other things, at the sole discretion of the Design Review Board, the restrictions and limitations set forth below:

- (i) Procedures and necessary fees for making application to the Design Review Board for design review approval, including the documents to be submitted and the time limits in which the Design Review Board must act to approve or disapprove any submission.
- (ii) Time limitations for the completion, within specified periods after approval, of the improvements for which approval is required under the Design Guidelines.
- (iii) Designation of the building site on a Lot and establishing the maximum developable areas of the Lot.
- (iv) Minimum and maximum square foot areas of living space that may be developed on any Lot;
- (v) Landscaping regulations, with limitations and restrictions prohibiting the removal or requiring the replacement of existing trees, the type and use of plants, and other practices benefitting the protection of the environment, conservation of water, aesthetics and architectural harmony of The Rose Ranch.

(vi) General instructions for the construction, reconstruction, refinishing or alteration of any improvement, including any plan to excavate, fill or make any other temporary or permanent change in the natural or existing surface contour or drainage or any installation or utility lines or conduits on the Property, addressing matters such as loading areas, waste storage, trash removal, equipment and materials storage, grading, transformers and meters.

The Design Review Board may amend, repeal and augment the Design Guidelines from time to time, in the Design Review Board's sole discretion. The Design Guidelines will be binding on all Owners and other persons governed by this Declaration. Notwithstanding the foregoing, the Design Review Board is empowered in its discretion to grant variances from the requirements of the Design Guidelines under unique or unusual circumstances.

Section 16.5 Design Review Board Membership. The Design Review Board will be composed of not less than three (3) persons nor more than five (5) persons. The Design Review Board need not include any Member of the Association. All of the members of the Design Review Board will be appointed, removed and replaced by Declarant, in its sole discretion, until all the Lots comprising the Property are sold unless required otherwise by the Act, or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at that time the Executive Board will succeed to Declarant's right to appoint, remove or replace the members of the Design Review Board.

Section 16.6 Organization and Operation of Design Review Board.

A. The term of office of each member of the Design Review Board, subject to Section 16.5, will be one year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should a Design Review Board member die, retire or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided below.

B. So long as Declarant appoints the Design Review Board, Declarant will appoint the chairman. At such time as the Design Review Board is appointed by the Executive Board, the chairman will be elected annually from among the members of the Design Review Board by a majority vote of such members. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, an interim chairman.

C. The Design Review Board chairman will take charge of and conduct all meetings and will provide reasonable notice to each member of the Design Review Board prior to any meeting. The notice will set forth the time and place of the meeting, and notice may be waived by any member.

D. The affirmative vote of majority of the members of the Design Review Board will govern its actions and be the act of the Design Review Board.

E. The Design Review Board may avail itself of other technical and professional advice and consultants as it deems appropriate, and the Design Review Board may delegate its plan review responsibilities, except final review and approval, to one or more of its members or to consultants retained by the Design Review Board. Upon that delegation, the approval or disapproval of plans and specifications by such member or consultant will be equivalent to approval or disapproval by the entire Design Review Board.

Section 16.7 Expenses. Except as provided in this Section below, all expenses of the Design Review Board will be paid by the Association and will constitute a Common Expense. The Design Review Board will have the right to charge a fee for each application submitted to it for review, in an amount which may be established by the Design Review Board from time to time, and such fees will be collected by the Design Review Board and remitted to the Association to help defray the expenses of the Design Review Board's operation. Further, the Design Review Board may retain the services of a third party consultant to assist the Design Review Board in reviewing a particular application. In such event, the Design Review Board may charge the applicant for the professional fees incurred in retaining such consultant.

Section 16.8 Other Requirements. Compliance with the Association's design review process is not a substitute for compliance with County of Garfield building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required prior to commencing construction. Further, the establishment of the Design Review Board and procedures for architectural review will not be construed as changing any rights or restrictions upon Owners to maintain and repair their Lots and improvements as otherwise required under the Association Documents.

Section 16.9 Limitation of Liability. Neither the Design Review Board nor any individual Design Review Board member will be liable to any person for any official act of the Design Review Board in connection with submitted plans and specifications, except to the extent the Design Review Board or any individual Design Review Board member acted with malice or wilful wrongful intent. Approval by the Design Review board does not necessarily assure approval by the appropriate governmental or commission for the County of Garfield. Notwithstanding that the Design Review Board has approved plans and specifications, neither the Design Review Board nor any of its members will be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason or such approval of the construction of the improvements. Neither the Executive Board, the Design Review Board, nor any agent thereof, nor Declarant, nor any of its partners, employees, agents or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Association Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Design Review Board will be defended and indemnified by the Association in any such suit or proceeding which may arise by reason of the Design Review Board's decisions. The Association, however, will not be obligated to indemnify each member of the Design Review Board to the extent that any such member of the Design Review

Board is adjudged to be liable for malice or wilful wrongful intent in the performance of his duty as a member of the Design Review Board, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication or liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

Section 16.10 Enforcement.

A. Any member or authorized consultant of the Design Review Board, or any authorized officer, Director, employee or agent of the Association may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect improvements constructed or under construction on the Lot to determine whether the improvements have been or are being built in compliance with the Association Documents and the plans and specifications approved by the Design Review Board.

B. Before any improvements on a Lot may be occupied, the Owner of the Lot will be required to obtain a temporary certificate of compliance issued by the Design Review Board indicating substantial completion of the improvements in accordance with the plans and specifications approved by the Design Review Board, and imposing such conditions for issuance of a final certificate of compliance issued by the Design Review Board as the Design Review Board may determine appropriate in its reasonable discretion. Without limiting the generality of the preceding sentence, the Design Review Board may require that the Owner deposit with the board such sums as may be necessary to complete the construction and landscaping on the Lot by a specified date. If the construction and landscaping is not completed as scheduled, the Design Review Board may apply the deposit to cover the cost of completing the work and enforce such other remedies as are available to the Association for the failure of the Owner to comply with these covenants, including, without limitation, the remedies set forth in this Section.

C. Upon completion of construction, the Design Review Board will issue an acknowledged certificate of compliance setting forth generally whether, to the best of the Design Review Board's knowledge, the improvements on a particular Lot are in compliance with the terms and conditions of the Design Guidelines.

D. Every violation of these covenants is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against a Member will be applicable. Without limiting the generality of the foregoing, these covenants may be enforced as provided below:

(i) The Design Review Board may adopt a schedule of fines for failure to abide by the Design Review Board rules and the Design Guidelines, including fines for failure to obtain any required approval from the Design Review Board.

(ii) The Association, upon request of the Design Review Board and after reasonable notice to the offender and, if different, to the Owner, may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any improvement constructed, reconstructed, refinished, altered or maintained in violation of these covenants. The Owner of the improvement will immediately reimburse the Association for all expenses incurred in connection with such removal. If the Owner fails to reimburse the Association within thirty (30) days after the Association gives the Owner notice of the expenses, the sum owed to the Association will bear interest at the default rate from the date of the advance by the Association through the date of reimbursement in full, and all such sums and interest will be a Default Assessment enforceable as provided in Article XI.

(iii) All improvements commenced on the Property will be prosecuted diligently to completion and will be completed within one (1) year after commencement, unless an exception is granted in writing by the Design Review Board. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required one (1) year period, then after notice and opportunity for hearing as provided in the Bylaws, the Association may impose a fine of \$1,000 per day (or such other reasonable amount as the Association may set) to be charged against the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Executive Board that such abandonment is for circumstances beyond the Owner's control. Such charges will be a Default Assessment and lien as provided in Article XI.

Section 16.11 Binding Effect. The actions of the Design Review Board in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it or with respect to any other matter before it will be conclusive and binding on all interested parties.

ARTICLE XVII PROPERTY USE RESTRICTIONS

Section 17.1 General Restriction. Subject to Declarant's rights under this Declaration, the Property will not be used for any purpose other than as set forth in these covenants, as permitted by any applicable ordinances of the County of Garfield and the laws of the State of Colorado and the United States, and as set forth in the Association Documents or other specific recorded covenants affecting all or any part of the Property.

A. Use of Lots. Subject to Section 17.5, which permits certain business uses of a Lot, and Section 3.5.F, which permits model residences and offices under certain circumstances, each Lot may be used only for residential purposes in accordance with the restrictions applicable to a particular Lot set forth in this Declaration, the Plat, P.U.D. Resolutions of Approval and P.U.D. Map. No business or commercial building may be erected on any Lot and, except as noted above, no business or commercial enterprise or other non-residential use may be conducted on any part of a Lot.

B. Excavation. No excavation will be made except in connection with improvements approved as provided in these covenants. For purposes of this Section, "excavation" means any disturbance of the surface of the land which results in a removal of earth, rock, trees, or other substance a depth of more than eighteen (18) inches below the natural surface of the land.

C. Water and Sanitation. Each structure designed for occupancy shall connect with the sanitation facilities made available by the Roaring Fork Water and Sanitation District and the domestic and irrigation facilities made available by the Association and/or other approved utility provider.

D. Wells/Drilling. No well from which water, oil or gas is produced will be dug, nor will storage tanks, reservoirs, or any installation of power, telephone or other utility lines (wire, pipe or conduit) be made or operated anywhere on the Property except in connection with water wells and works operated by public agencies or duly certified public utility companies; provided, however, that the foregoing will not prevent the drilling of or installation of additional water wells by Declarant or its assigns. The drilling or excavation for minerals shall not be permitted on the Property

E. Antennae. No exterior radio, television, microwave or other antennae or antennae dish or signal capture and distribution device will be permitted without the prior written consent of the Design Review Board, and appropriate screening.

F. Signs. No signs of any kind will be displayed to the public view on or from any portion of the Property except signs of Declarant or its affiliates, assigns or designees established during the period of Declarant control of the Executive Board (including, without limitation, certain informational, directional and multi-family project signs) or signs required by law or signs approved by the Design Review Board. No "For Sale" or "For Rent" sign may be posted on any Lot, except for standard "for sale" or "for rent" signs that do not exceed four square feet.

G. Animals and Pets. No animals, livestock, or poultry of any kind will be kept, raised, or bred on any portion of the Property, except dogs (subject to the limitations in Section XVIII herein), cats or other household pets (the kind and number of which may be regulated, permitted or prohibited from time to time by the Association Rules).

H. Containment. Household pets, such as dogs and cats, may not be permitted to run at large at any time. Those pets which, in the sole discretion of the Executive Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants or other Lots or wildlife shall be removed upon request of the Executive Board. If the pet owner fails to honor such request, the Executive Board may remove the pet.

I. Drainage. No Owner will do or permit any work, place any landscaping or install any other improvements or suffer the existence of any condition whatsoever which will alter

or interfere with the drainage pattern for the Property, except to the extent such alteration and drainage pattern is approved in writing by the Design Review Board or the Executive Board, and except for rights reserved to Declarant to alter or change drainage patterns.

J. Construction Regulations of the Design Guidelines. All Owners and contractors will comply with the portions of the Design Guidelines regulating construction activities. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors and Owners' representatives on the Property at any time; the conservation of landscape materials; and fire protection.

K. Blasting. If any blasting is to occur, the Design Review Board and Declarant will be informed far enough in advance to allow them to make such investigation as they deem necessary to confirm that appropriate protective measures have been taken prior to the blasting. No blasting shall occur without such prior written approval. Notwithstanding the foregoing, no approval of any blasting by Declarant of the Design Review Board will in any way release the person conducting the blasting from all liability in connection with the blasting, nor will such approval in any way be deemed to make Declarant or the Design Review Board liable for any damage which may occur from blasting, and the person doing the blasting will defend and hold harmless and hereby indemnifies Declarant and the Design Review Board from any such expense or liability. Declarant or the Design Review Board may impose any reasonable conditions and restrictions, including time and date restrictions, on all blasting.

L. Temporary Structures. No temporary structures will be permitted except as may be determined to be necessary during construction and as specifically authorized by the Design Review Board.

M. No Conversion. No Owner shall construct or convert any carport, garage, attic or other unfinished space, other than a basement, to finished space for use as an apartment or other integral part of the living area on any residence without approval of the Design Review Board, the Association and the Garfield County Building Department.

N. No Outside Clotheslines. No laundry or wash will be dried or hung outside on the Property.

O. Motorized Vehicles. No trucks, trail bikes, recreational vehicles, motor homes, motor coaches, snowmobiles, campers, trailer, boats or boat trailers or ~~similar vehicles~~, other than passenger automobiles or pickup or utility trucks with a capacity of one-half ton or less, or any other motorized vehicles will be parked, stored or in any manner kept or placed on any portion of the Property except in an enclosed garage. This restriction, however, will not be deemed to prohibit commercial and construction vehicles and construction mobile offices, in the ordinary course of business, from making deliveries or otherwise providing services to the Property or for Declarant or the other Owners.

P. Parking and Auto Repair. No automobiles or other vehicles will be parked in any street or upon any portion of the Property, except within garages, carports or designated parking areas, except as provided herein. No work on automobiles or other vehicle repair will be performed in any visible or exposed portion of the Property except in emergencies.

Q. Abandoned, Inoperable, or Oversized Vehicles. No abandoned or inoperable vehicles of any kind will be stored or parked on any portion of the Property, other than within enclosed garages, except as provided below. "Abandoned or inoperable vehicle" is defined as any vehicle which has not been driven under its own propulsion for a period of three weeks or longer; provided, however, this will not include vehicles parked by Owners while on vacation or residing away from the Property. A written notice describing the "abandoned or inoperable vehicle" and requesting its removal may be personally served upon the Owner or posted on the unused vehicle. If such vehicle has not been removed within seventy-two (72) hours after notice has been given, the Association will have the right to remove the vehicle without liability, and the expense of removal will be a Default Assessment charged against the Owner as provided in Section XI. All unsightly or oversized vehicles, snow removal equipment, garden maintenance equipment, and all other unsightly equipment and machinery may be required by Declarant or the Executive Board to be stored at a designated location or locations. "Oversized" vehicles, for purposes of this Section, will be vehicles which are too high to clear the entrance to a residential garage.

R. Outside Burning. There will be no exterior fires, except barbecues and braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Design Review Board. No Owner will permit any condition upon its portion of the Property which creates a fire hazard or is in violation of fire prevention regulations. No Owner shall permit any fireworks, except as permitted by the rules of the Association and in compliance with applicable law.

S. Noise. No exterior horns, whistles, bells or other sound devices except security devices used exclusively to protect the security of the Property or improvements, will be placed or used on any portion of the Property.

T. Lighting. All exterior lighting of the improvements and grounds on the Property, or interior lighting visible outside of any building, will be subject to regulation by the Design Review Board.

U. Obstructions. There will be no obstruction of any walkways or bike paths or interference with the free use of those walkways and paths except as may be reasonably required in connection with repairs. The Owners, their families, tenants, guests and invitees are granted non-exclusive easements to use the walkways and paths within the Property. That use will be subject to the Association rules adopted by the Executive Board from time to time.



V. Trail Restrictions. Any trail easements shown on the Plat, as contrasted to Roads, are restricted to hiking, cross-country skiing, snowshoeing and mountain biking. No motorized vehicles are permitted on the trail easements, provided, however, the right to use golf carts upon the trail easements depicted upon the Plat as "Golf Easements" shall be permitted so long as the golf cart is used for transportation to or from the Golf Course or during the normal course of play of golf upon the Golf Course.

W. Fence Restriction. No fence, wall, hedge or mass planting shall be constructed or permitted without the express written approval of the Design Review Board.

X. Camping and Picnicking. No camping or picnicking will be allowed within the Property except in those areas designated for those purposes. The Executive Board, in its discretion, may ban or permit public assemblies and rallies within the Property.

Y. House Numbers. Each dwelling unit will have a house number with a design and location established by the Design Review Board.

Z. Nuisance. No obnoxious or offensive activity will be carried on within the Property, nor will anything be done or permitted which will constitute a public nuisance. No noise or other nuisance will be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants.

AA. Hazardous Material. No hazardous or toxic materials (as defined under any local, state or Federal law, regulation or ordinance) will be stored, generated, emitted from, released from, transported to or from, disposed of or used on the Property, except for normal household purposes in such quantities as do not violate environmental laws.

BB. Water Use. Lawn and garden irrigation from the Association's domestic water system shall be limited per Lot to no more than ten thousand (10,000) square feet.

CC. Sewage Disposal. No sewage disposal system, sanitary system, cesspool or septic tank shall be constructed, altered or allowed to remain or to be used on any Lot except as provided herein. All Lots within the Property shall be connected to a central sewage disposal system operated and maintained by Roaring Fork Water and Sanitation District or such other water and sanitation district or governmental or quasi-governmental agency providing sewage disposal services to the Property. Any sewage disposal system installed for Property within the Property shall be subject to applicable laws, rules and regulations of any governmental authority having jurisdiction.

DD. Wetlands. No improvement shall be constructed within 25 feet of any Wetlands boundary as depicted upon the Plat, and no residence shall be constructed outside the boundaries of the building envelope existing upon certain Lots as depicted upon the Plat.

EE. Tanks. No elevated tanks of any kind shall be erected, placed, or permitted upon any Lot.

FF. General Practices Prohibited. The following practices are prohibited at the Property:

- (i) Allowing construction suppliers and contractors to clean their equipment other than at a location designated for that purpose by the Design Review Board;
- (ii) Removing any rock, plant material, top soil or similar items from any property of others;
- (iii) Carrying firearms on the Property;
- (iv) Use of surface water for construction;
- (v) Careless disposition of cigarettes and other flammable materials;
- (vi) Capturing, trapping or killing of wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons using the Property; or
- (vii) Any activity which materially disturbs, threatens or destroys the vegetation, wildlife, wetlands, or air or water quality within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.

Section 17.2 Use of Property During Construction. It will be expressly permissible and proper for any Owner acting with the prior written consent of the Design Review Board and for Declarant, and their respective employees, agents, independent contractors, successors, and assigns involved in the construction of improvements on, or the providing of utility service to, the Property, the Golf Course, or other real property owned by Declarant, to perform such activities and to maintain upon portions of the Common Area as they deem necessary such facilities as may be reasonably required, convenient, necessary or incidental to such construction and development of the Property. This permission specifically includes, without limiting the generality of the foregoing, maintaining storage areas, construction yards, model residences, sales offices, management offices and equipment and signs. However, no activity by any Owner will be performed and no facility will be maintained on any portion of the Property in such a way as to unreasonably interfere with the use, enjoyment or access of such Owner or his tenants or guests of and to his Lot. If any Owner's use under this provision is deemed objectionable by the Design Review Board, then the Design Review Board, in its sole discretion, may withdraw this permission.

Section 17.3 Partition or Combination of Lots. No part of a Lot may be partitioned or separated from any other part thereof. No Lots may be combined, but the Owner of two or more contiguous Lots may build one single family dwelling unit on the contiguous Lots, upon complying

with all applicable requirements of the County of Garfield, and with all applicable Design guidelines, including, without limitation, procedures for adjusting building sites otherwise drawn for the Lots to accommodate a larger dwelling unit, minimum and maximum limitations of living area that may be constructed on any given number of contiguous Lots, and measures necessary to preserve any easements reserved with respect to the contiguous Lots.

The fact that two or more contiguous Lots may be owned by one person and developed with one single family dwelling unit will not affect the number of votes or the amount of Assessments allocated to the Lots. If the Owner is required by the County of Garfield or any other governmental authority or by a Mortgagee to replat the Lots in order to construct improvements on the Lots, the number of votes and the allocation of Assessments to the Lots after replatting will equal the sum of the votes and Assessments allocated to the Lots before replatting. Each Lot will be conveyed, transferred, gifted, devised, bequeathed, encumbered or otherwise disposed of, as the case may be, with all appurtenant rights and interests created by law or by this Declaration, including the Owner's membership in the Association and the right to use the Common Area, and with the appropriate allocation of voting rights and liability for Assessments established for the Lot as provided in this Declaration.

Section 17.4 Leasing. The Owner of a Lot will have the right to lease his Lot, subject to the following conditions:

(viii) All leases will be in writing.

(ix) The lease shall be specifically subject to the Association Documents, and any failure of a tenant to comply with the Association Documents will be a default under the lease, enforceable by the Association.

(x) The Owner shall be liable for any violation of the Association Documents committed by the Owner's tenant, without prejudice to the Owner's right to collect any sums by the Owner on behalf of the tenant.

Section 17.5 Businesses. No Owner shall conduct any business, trade, garage sale, moving sale, rummage sale or similar activity on any Lot, except that an Owner or occupant residing on a Lot may conduct business activities within the residence so long as: (a) the existence or operation of the business activity is undetectable to the senses of sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity may be carried out within the confines of the residence and is free from regular visitation of the residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property; or such business activity satisfies the definition of home-based day care contained within the zone district text for the Rose Ranch P.U.D.

This subsection shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to the development and sale of the Property, or the Declarant's use of any Lot.

Section 17.6 Compliance with Laws. Subject to the rights of reasonable contest, each Owner will promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property. Each owner will abide by any wildlife regulations imposed by the Association or any agency or authority having jurisdiction over the Property.

Section 17.7 Enforcement. Notwithstanding anything in the foregoing to the contrary, the Executive Board may prohibit any activity, business or otherwise, which, in the sole direction of the Executive Board, constitutes a nuisance, or a hazardous or offensive use, or threatens the security, safety, or quiet enjoyment of other residents of the Property. The Association may take such action as it deems advisable to enforce these covenants as provided in this Declaration. In addition, the Association will have a right of entry on any part of the Property for purposes of enforcing these Articles, and any costs incurred by the Association in connection with such enforcement which remain unpaid thirty (30) days after the Association has given notice of the cost to the Owner and otherwise complied with Act will be subject to interest at the default rate from the date of the advance by the Association through the date of payment in full by the Owner, and will be treated as a Default Assessment enforceable as provided in Article XI.

Section 17.8 Use of the Words "The Rose Ranch" or Logo. No Person shall use the words "The Rose Ranch" or any derivative thereof, or any other name given to the Property by the Declarant, or the logo of the development in any printed or promotional material without Declarant's prior written consent. However, Owners may use the term "The Rose Ranch" in printed or promotional matter where such term is used solely to specify that particular property is located within The Rose Ranch and the Association shall each be entitled to use the word "The Rose Ranch" in its name.

Section 17.9 Agreements with Adjacent Property Owners. The owners of some or all of the nonresidential properties adjacent to the Property may be obligated to share in certain costs associated with the maintenance, repair, replacement and insurance of portions of the Common Area, if any, which are used by or benefit jointly the owners of such nonresidential properties and the Owners within the Property, by agreement, contract or covenant to share costs. The owners of the nonresidential properties shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

ARTICLE XVIII ADDITIONAL RESTRICTIONS FOR WILDLIFE PROTECTION

Section 18.1 Wildlife Restrictions. In order to preserve, protect and promote the well being of The Rose Ranch's existing wildlife, the use of the Property, and each Lot thereon, and the rights and easements of enjoyment in and to the Common Areas created hereunder are restricted as follows:

A. Access to, entry upon and/or use of that portion of Property identified and depicted upon the Plat as the Blue Heron Conservation Easement is expressly subject to and shall be governed by all the terms, conditions and restrictions set forth in the Grant of Conservation Easement executed by Roaring Fork Investments, LLC and the Roaring Fork Conservancy on 13-SEP, ~~1999~~ and filed for record in the Office of the Clerk and Recorder for Garfield County at Book 206, Page 746 and Reception No. 58196 on 11-SEP, 1999.

B. Access to or entry upon that portion of the Property lying west of County Road 109 ("Western Parcel") shall be closed to the public and to Members from December 1st through March 31st each year; provided, however, Declarant reserves unto itself, its agents, successors and assigns the right to use any portion of such property for the purpose of maintaining the Golf Course.

C. Access to or entry upon that portion of the Western Parcel identified and depicted upon the Plat as the Golden Eagle Protection Zone shall be closed to the public and Members from March 15th to July 1st each year.

D. The Association shall be responsible for the continued maintenance and care of the Wildlife Improvements constructed and installed on the Property by the Declarant identified below:

(i) the educational signs installed at the Primary Overlook, identified and described on the Plat, regarding golden eagle nesting;

(ii) the habitat improvement measures constructed and identified in the report titled, RECOMMENDATIONS FOR IMPROVING BIG GAME HABITAT ON THE ROSE RANCH DEVELOPMENT WEST OF COUNTY ROAD 109, prepared by Beattie Natural Resources Consulting, Inc. on October 22, 1998, as the same may be further amended or altered by the Declarant with the approval of the Colorado Division of Wildlife;

(iii) the vegetative screening installed along the east boundaries of Lots 70-80 and 108-118 to screen home sites and backyard activities located therein from the Blue Heron rookery;

(iv) the vegetative screening installed along the north boundary of the Teller Springs Buffer, identified and depicted on the Plat; and

(v) the artificial nesting platform(s) installed within the Blue Heron Conservation Easement.

E. All areas identified and depicted upon the Plat as Riparian Areas shall be preserved in their present natural character and condition to as great a degree as possible and no activity shall be permitted thereon which shall modify or alter their existing character and condition.

F. No tree or vegetation removal shall be permitted within the Riparian Areas except as may be necessary, in the determination of the Association, to remove a dangerous condition or to control an invasive species.

G. The area identified and depicted on the Plat as the Teller Springs Buffer Zone shall be maintained in sage brush or other natural vegetation

H. Access to or entry upon that area identified and depicted on the Plat as the Blue Heron Protection Zone shall be closed to the general public and Members February 15th through July 15th.

I. No more than two (2) domestic animals shall be permitted to be kept upon any Lot. Lot Owners shall be entitled to keep dogs on their property pursuant to the following restrictions and limitations and subject to any additional rules and regulations which may be promulgated by the Association:

(i) No more than one dog, including puppies, shall be kept by any Lot Owner at any time upon any one (1) Lot.

(ii) Dogs shall be kept under the control of their Owners at all times and shall not be permitted to run free or to cause a nuisance in the Property. No dogs shall be allowed beyond the boundaries of the Lot owned by the person(s) where the dog is housed unless leashed and accompanied by a person in full control of such dog.

(iii) Dogs shall not be allowed to bark continuously, which shall be defined as barking for a continuous fifteen (15) minute period, including successive barks or a series of barks which repeat or resume following a brief or temporary cessation.

(iv) When not accompanied by a person, all dogs shall be leashed, chained, "electric fenced," or kenneled. The location of kennels shall be subject to review of the Design Review Board.

(v) All dogs shall be kept reasonably clean, and all Lots shall be free of refuse and animal waste.

(vi) Should any dog chase or molest deer, elk or any domestic animals or persons, or destroy or disturb property of another, the Association shall be authorized to prohibit the

Owner or any tenant, invitee, event, guest or other user of a Lot from continuing to maintain the offending animal on his property and may dispose of that animal, if necessary, to protect wildlife or other Owners, Persons or property. The offending dog owner shall be provided written notice of such action at least two (2) days before disposal occurs. Within such two (2) day period, the offending dog shall be kenneled at a licensed kennel. All charges associated with action taken by the Association may be assessed against either the Owner and/or the dog owner, or both, at the Association's sole option.

(vii) Notwithstanding the foregoing, no animal may be kept upon a Lot which, in the sole discretion and judgment of the Executive Board results in any annoyance or is obnoxious to Lot Owners within the Subdivision.

J. The Association and all Lot Owners are prohibited from chasing, scaring, disturbing, hazing, or other using any other form of harassment to coerce big game (deer and/or elk) off of the Golf Course or Common Area.

K. The Association and all Lot Owners hereby waive and shall hold the Colorado Division of Wildlife harmless from, any and all claims for damages to landscaping improvements or ornamental plants located on the Lots or Common Area resulting from the activities of big game (deer and/or elk).

L. The Association and the Lot Owners shall be responsible for the removal and proper disposal of all animal carcasses located upon the Common Area or Lots, as may be appropriate.

M. The Association shall assess and enforce penalties against Owners violating any of the wildlife restrictions set forth in this Section 18.1 as follows: One Hundred Dollars (\$100.00) for the first violation committed by an Owner; Two Hundred Dollars (\$200.00) for the second violation; Three Hundred Dollars (\$300.00) for the third violation; and for each succeeding violation the fine increases in One Hundred Dollar (\$100.00) increments. The dollar amounts of the fines may be changed upon the approval of the Executive Board.

N. The restrictions of this Section 18.1 shall be enforceable in perpetuity and shall not be amended or terminated by action of the Association, Owners or Declarant nor by any provision for termination of this Declaration. The restrictions of this Section 18.1 shall be enforceable in any and all manner provided in this Declaration by the Association, Owners, Declarant, Garfield County or any state or federal agency charged with the preservation of wildlife and wetlands areas. Any such enforcement action shall entitle the enforcing party to recovery of damages equal to the cost of restoration of the property, and such enforcing party shall be entitled to an award of reasonable attorney fees and costs of enforcement, including but not limited to court costs, expert witness fees, costs of depositions and exhibits.

ARTICLE XIX
MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Lots. To the extent applicable, necessary, or proper, the provisions of this Article XIX apply to this Declaration and also the Articles and Bylaws of the Association.

Section 19.1 Approval Requirements. Unless at least 51% of the Mortgagees holding First Mortgages against any portion of the Property (based on one vote for each Mortgage owned), and at least 67% of the Owners (other than Declarant) have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission seek to abandon, partition, subdivide, sell, or transfer all or part of the Common Area (provided, however, that the granting of easements or rights of way for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause);

(ii) Subject to the expansion rights of Declarant set forth in Article XV, change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

(iii) Fail to maintain insurance required to be maintained under this Declaration;

(iv) Use hazard insurance proceeds for losses to improvements in the Common Area for other than the repair, replacement, or reconstruction of such property.

The failure of a Mortgagee to object in writing to an amendment within thirty (30) days after receipt of request for approval shall be deemed an approval of such amendment.

Section 19.2 Title Taken by Mortgagee. Any Mortgagee holding a First Mortgage of record against a Lot who obtains title to the Lot pursuant to remedies exercised in enforcing the Mortgage, including foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure, will be liable for all Assessments assessed against such Lot, whether such Assessments were assessed prior to or after Mortgagee has taken title to such Lot.

Section 19.3 Distribution of Insurance or Condemnation Proceeds. In the event of a distribution by the Association of insurance proceeds or condemnation awards allocable among the Lots for losses to, or taking of, all or part of the Common Area, neither the Owner nor any other person shall take priority in receiving the distribution over the right of any Mortgagee who is a beneficiary of a First Mortgage against the Lot.

Section 19.4 Right to Pay Taxes and Charges. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Area.

ARTICLE XX DURATION OF COVENANTS AND AMENDMENT

Section 20.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provisions of the Act.

Section 20.2 Amendment. This Declaration, or any provision of it, may be amended at any time by Owners holding not less than 67% of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose, except as limited by Article XIX. Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment. No amendment to the Declaration which affects the rights of Declarant reserved hereunder shall be valid without the written consent of Declarant. Notwithstanding the foregoing, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration and/or the Plat to the fullest extent permitted under the Act. Further, the Executive Board may, pursuant to the provisions of the Act, petition the district court in which the Property is situated to amend this Declaration as provided in the Act.

Section 20.3 Revocation. This Declaration shall not be revoked, except as provided in Article XIV regarding total condemnation, without the consent of all of the Owners evidenced by a written instrument duly recorded.

ARTICLE XXI SPECIAL DISTRICT

The Association shall have the power, and is hereby authorized, to contract with and to cooperate with the Special District in order to ensure that their respective responsibilities are discharged. The Association is further authorized to act on behalf of its Members to ensure that the level of services provided by the Special District, if created, is consistent with the community-wide standard.

Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and consent to the creation of the Special District and to executing a separate document so consenting to the creation of the Special District, if requested to do so by the Declarant.

ARTICLE XXII
GENERAL PROVISIONS

Section 22.1 Declarant Powers.

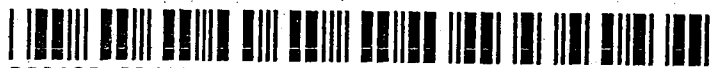
A. Notwithstanding anything in this Declaration to the contrary, the Declarant hereby reserves the following special declarant rights to the fullest extent permitted by the Act: To complete improvements indicated on plats and maps filed with this Declaration or Supplemental Declaration; to exercise any development right (as defined in the Act); to maintain sales offices, management offices, signs advertising the Property and models; to use easements through the Common Areas for the purpose of making improvements within the Property or within real estate which may be added to and made subject to this Declaration; to make the Property subject to a master association; to merge or consolidate a common interest community of the same form of ownership; and to appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control. All such special declarant rights shall, to the maximum extent permitted by law, be exercisable by Declarant for a period of twenty (20) years after the Declarant no longer controls the Executive Board.

B. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

Section 22.2 Enforcement. Except as otherwise provided in this Declaration, the Executive Board, Declarant, or any Owner (provided the Executive Board fails to take action after reasonable notice is given to the Executive Board by such Owner) shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Executive Board of the Association, Declarant, or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any legal action arising under this Declaration shall be entitled to reimbursement of all costs of such action including, without limitation, reasonable attorneys' fees.

Section 22.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 22.4 Conflicts Between Documents. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.



623133 03/18/2003 04:07P B1447 P946 M ALSDORF
 63 of 81 R 406.00 D 0.00 GARFIELD COUNTY CO

ROARING FORK INVESTMENT, L.L.C.,
 a Colorado limited liability company

By: Ronald R. Heggemeier
 Ronald R. Heggemeier, Manager

STATE OF COLORADO)
) ss.
 COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this
September 13, 1999, by Ronald R. Heggemeier as Manager of Roaring Fork
 Investment, L.L.C., a Colorado limited liability company.



WITNESSES MY HAND AND OFFICIAL SEAL.

818 Colorado Avenue
 Glenwood Springs, CO 81601
 My Commission expires May 1, 2001

Sally Gib Wagner
 Notary Public

623133 03/18/2003 04:07P B1447 P947 M ALSDORF
64 of 81 R 406.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT A
(Property Legal Description)

Declaration of Protective Covenants
Rose Ranch P.U.D.
13-Sep-99

ROSE RANCH P.U.D. PHASE 1
PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATED IN LOTS 7, 8, 9, 12, 13, 15 AND 16 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, A BLM BRASS CAP IN PLACE; THENCE S 39°16'15" E 4369.77 FEET TO THE SOUTHWEST CORNER OF THE ROSE RANCH, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 109, A REBAR AND CAP L.S. #19598 IN PLACE, THE POINT OF BEGINNING; THENCE THE FOLLOWING THE SEVEN (7) 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 374.52 FEET; THENCE LEAVING SAID EASTERLY

RIGHT-OF-WAY; N 80°27'49" E 61.66 FEET; THENCE S 69°00'00" E 114.87 FEET; THENCE N 64°00'00" E 195.36 FEET; THENCE N 31°18'55" E 343.31 FEET; THENCE N 29°11'53" E 207.54 FEET; THENCE N 53°00'00" W 117.98 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 59°30'10", A DISTANCE OF 83.08 FEET (CHORD BEARS N 50°44'48" E 79.40 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 55°34'57", A DISTANCE OF 33.95 FEET (CHORD BEARS N 48°47'11" E 32.64 FEET); THENCE N 76°34'40" E 45.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF 07°59'08", A DISTANCE OF 20.21 FEET (CHORD BEARS N 80°34'14" E 20.19 FEET); THENCE N 84°33'48" E 162.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF 12°40'07", A DISTANCE OF 32.06 FEET (CHORD BEARS S 89°06'08" E 32.00 FEET); THENCE S 82°46'05" E 88.97 FEET; THENCE N 16°02'33" E 71.09 FEET; THENCE N 59°50'09" E 321.51 FEET; THENCE N 62°10'49" E 340.58 FEET TO A POINT ON THE WESTERLY BOUNDARY

OF THAT PROPERTY DESCRIBED IN BOOK 511 AT PAGE 103 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE WESTERLY LINE OF SAID PROPERTY:

1. S 47°16'43" E 189.98 FEET
2. S 34°28'09" E 123.72 FEET
3. S 04°45'38" E 390.41 FEET
4. 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 A DISTANCE OF 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 A DISTANCE OF 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 12°57'48" W ALONG THE EASTERLY LINE OF SAID RECEPTION NO. 444311 69.14 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 S 89°59'08" W 855.53 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 89.288 ACRES, MORE OR LESS.

TOGETHER WITH A PARCEL OF LAND SITUATED IN LOTS 3 AND 4, SECTION 12 AND LOTS 28 AND 29, SECTION 1, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, A BLM BRASS CAP FOUND IN PLACE; THENCE N 86°59'45" E 2478.86 FEET, THE POINT OF BEGINNING; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A

RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 65°53'11", A DISTANCE OF 195.49 FEET (CHORD BEARS N 29°55'34" E 184.89 FEET); THENCE N 62°52'09" E 50.72 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 32°51'34", A DISTANCE OF 131.91 FEET (CHORD BEARS N 46°26'22" E 130.11 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 91°43'08", A DISTANCE OF 56.03 FEET (CHORD BEARS N 75°52'09" E 50.23 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 35°43'54", A DISTANCE OF 65.48 FEET (CHORD BEARS S 40°24'20" E 64.43 FEET); THENCE S 22°32'23" E 367.78 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF 39°28'24", A DISTANCE OF 99.90 FEET (CHORD BEARS S 42°16'35" E 97.93 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 59°42'05", A DISTANCE OF 109.41 FEET (CHORD BEARS S 32°09'45" E 104.53 FEET); THENCE S 02°18'42" E 155.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 34°26'18", A DISTANCE OF 156.28 FEET (CHORD BEARS S 19°31'51" E 153.93 FEET); THENCE S 36°45'00" E 647.15 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.00 FEET AND A CENTRAL ANGLE OF 43°58'55", A DISTANCE OF 118.98 FEET (CHORD BEARS S 14°45'33" E 116.08 FEET); THENCE S 07°13'55" W 6.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET (CHORD BEARS S 52°13'55" W A DISTANCE OF 49.50 FEET); THENCE N 82°46'05" W 14.61 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 12°40'07", A DISTANCE OF 45.33 FEET (CHORD BEARS N 89°06'08" W 45.23 FEET); THENCE S 84°33'48" W 162.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 07°59'08", A DISTANCE OF 28.57 FEET (CHORD BEARS S 80°34'14" W 28.55 FEET); THENCE S 76°34'40" W 45.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 55°34'57", A DISTANCE OF 33.95 FEET (CHORD BEARS N 75°37'51" W 32.64 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 06°20'04", A DISTANCE OF 8.84 FEET (CHORD BEARS N 51°00'24" W 8.84 FEET); THENCE N 41°00'00" E 94.71 FEET; THENCE N 47°00'00" W 488.04 FEET; THENCE N 50°47'54" W 40.59 FEET; THENCE N 25°00'00" W 384.00 FEET; THENCE N 25°52'15" W 41.58 FEET; THENCE N 05°31'07" W 211.73 FEET; THENCE N 22°32'23" W 158 FEET; THENCE N 74°00'00" W 80.63 FEET, TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 13.185 ACRES, MORE OR LESS.

TOGETHER WITH A PARCEL OF LAND SITUATED IN LOTS 5, 11, 12, 13, 15, 16, 23, 24, AND 28 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, A BLM BRASS CAP IN PLACE; THENCE N 82°31'27" W 2263.73 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 109, THE POINT OF BEGINNING; THENCE THE FOLLOWING SIXTEEN (16) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY:

1. 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 81.70 FEET (CHORD BEARS N 05°00'44" W 81.69 FEET)
2. N 03°45'38" W 70.62 FEET
3. 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)
4. N 12°45'01" W 250.30 FEET
5. 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)
6. N 47°56'38" W 239.80 FEET
7. 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)
8. N 33°51'20" W 485.97 FEET
9. 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)
10. N 53°29'25" W 511.09 FEET
11. 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)
12. N 18°43'43" W 773.97 FEET
13. 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)
14. N 11°21'36" E 171.27 FEET
15. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 02°00'48", A DISTANCE OF 13.35 FEET (CHORD BEARS N 10°21'13" E 13.35 FEET)

16. N 19°24'30"E 52.13 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY S 05°09'02" E 158.12 FEET; THENCE S 11°21'36" W 124.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 20°55'56", A DISTANCE OF 365.34 FEET (CHORD BEARS S 02°39'27" E 363.31 FEET); THENCE S 18°43'43" E 446.82 FEET; THENCE N 71°16'17" E 67.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 292.00 FEET AND A CENTRAL ANGLE OF 37°24'07", A DISTANCE OF 190.61 FEET (CHORD BEARS N 52°34'13" E 187.25 FEET); THENCE N 33°52'10" E 231.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 14°20'09", A DISTANCE OF 73.81 FEET (CHORD BEARS N 41°02'14" E 73.60 FEET); THENCE S 17°00'00" E 57.28 FEET; THENCE S 60°27'28" E 705.20 FEET; THENCE S 41°00'00" E 291.19 FEET; THENCE S 59°10'31" E 528.72 FEET; THENCE S 65°03'14" E 289.30 FEET; THENCE S 12°42'29" W 193.82 FEET; THENCE S 69°26'39" W 162.39 FEET; THENCE S 12°06'13" E 354.63 FEET; THENCE S 03°31'27" E 80.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 510.00 FEET AND A CENTRAL ANGLE OF 34°21'58", A DISTANCE OF 305.90 FEET (CHORD BEARS S 68°46'29" W 301.33 FEET); THENCE S 39°38'44" E 684.26; THENCE S 31°03'39" E 112.70 FEET; THENCE S 06°45'49" W 144.32 FEET; THENCE S 12°45'01" E 209.29 FEET; THENCE S 60°00'00" E 110.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 38°53'55", A DISTANCE OF 115.41 FEET (CHORD BEARS S 43°25'11" W 113.21 FEET); THENCE S 62°52'09" W 50.72 FEET; THENCE S 80°35'25" W 299.88 FEET, TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 48.206 ACRES, MORE OR LESS.

TOGETHER WITH A PARCEL OF LAND SITUATED IN LOTS 2, 3, AND 9 OF SECTION 12, AND LOTS 10, 11, 12, 17, 22, 29, AND 30 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, A BLM BRASS CAP IN PLACE; THENCE S 76°17'40" E 3972.43 FEET TO THE POINT OF BEGINNING; THENCE N 44°21'10" W 102.28 FEET; THENCE N 58°00'42" W 191.26 FEET; THENCE N 31°18'36" W 193.84 FEET; THENCE N 35°01'04" W 195.06 FEET; THENCE N 50°10'09" W 174.71 FEET; THENCE N 54°11'49" W 43.11 FEET; THENCE N 24°39'20" W 163.26 FEET; THENCE S 69°34'20" W 77.75 FEET; THENCE N 02°18'42" W 50.18 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF 42'05", A DISTANCE OF 151.09 FEET (CHORD BEARS N 32°09'45" W 144.35 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF

105.00 FEET AND A CENTRAL ANGLE OF 18°41'42", A DISTANCE OF 34.26 FEET (CHORD BEARS N 52°39'56" W 34.11 FEET); THENCE N 66°06'05" E 97.52 FEET; THENCE N 12°00'28" W 243.11 FEET; THENCE N 11°30'42" W 105.63 FEET; THENCE N 07°12'34" W 75.18 FEET; THENCE N 08°02'04" W 130.43 FEET; THENCE N 00°42'38" W 148.65 FEET; THENCE N 84°00'00" W 223.25 FEET; THENCE N 05°18'54" E 90.01 FEET; THENCE S 84°00'00" E 226.92 FEET; THENCE N 03°33'06" E 162.15 FEET; THENCE N 00°42'38" W 162.56 FEET; THENCE N 21°00'00" E 332.51 FEET; THENCE N 00°42'38" W 202.27 FEET; THENCE N 09°00'00" W 381.49 FEET; THENCE N 00°42'38" W 176.32 FEET; THENCE N 86°49'23" W 193.89 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 10°53'34", A DISTANCE OF 110.27 FEET (CHORD BEARS N 21°33'22" W 110.10 FEET); THENCE S 86°49'23" E 225.61 FEET; THENCE N 25°43'53" W 308.74 FEET; THENCE N 14°33'44" W 79.98 FEET; THENCE N 30°42'43" W 86.50 FEET; THENCE N 34°03'44" W 197.29 FEET; THENCE N 34°19'54" W 149.21 FEET; THENCE N 49°00'00" W 200.56 FEET; THENCE N 59°50'00" W 206.65 FEET; THENCE N 69°00'00" W 209.58 FEET; THENCE N 65°00'00" W 362.59 FEET; THENCE N 67°51'09" W 379.36 FEET; THENCE N 72°00'00" W 123.25 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 590 AT PAGE 955; THENCE N 37°11'37" E ALONG SAID EASTERLY LINE 123.94 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 THREE (3) 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 276.72 FEET; THENCE LEAVING SAID WESTERLY LINE

S 62°10'49" W 340.58 FEET, TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 18.603 ACRES, MORE OR LESS.

OTHER WITH A PARCEL OF LAND SITUATED IN LOTS 23 AND 28 OF SECTION 1 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 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. 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 9°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 POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 166.038 ACRES, MORE OR LESS.

TOGETHER WITH A PARCEL OF LAND SITUATED IN LOTS 5 AND 13 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, A BLM BRASS CAP IN PLACE: THENCE S 56°22'41" E 518.09 FEET TO THE POINT OF BEGINNING. THENCE S 59°20'23" E 118.46 FEET; THENCE S 60°00'00" W 121.04 FEET; THENCE S 11°21'36" W 58.67 FEET; THENCE N 05°09'02" W 158.12 FEET; THENCE N 19°24'30" E 31.12 FEET; THENCE S 65°25'04" E 20.16 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 0.220 ACRES, MORE OR LESS.

TOGETHER WITH A PARCEL OF LAND SITUATED IN LOTS 12 AND 13 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, A BLM BRASS CAP IN PLACE: THENCE S 34°35'14" E 723.60 FEET TO THE POINT OF BEGINNING. THENCE S 14°00'00" E 407.29 FEET; THENCE S 18°43'43" E 156.81 FEET; THENCE S 69°00'00" E 190.08 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 232.70 FEET AND A CENTRAL ANGLE OF 38°55'16" , A DISTANCE OF 158.08 FEET (CHORD BEARS S 51°47'11" W 155.05 FEET); THENCE S 71°16'17" W 67.02 FEET; THENCE N 18°43'43" W 446.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 20°55'56" , A DISTANCE OF 365.34 FEET (CHORD BEARS N 02°39'27" W 363.31 FEET) TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 1.300 ACRES, MORE OR LESS.

TOGETHER WITH A TRACT OF LAND SITUATED IN SECTION 35, TOWNSHIP 6 SOUTH, RANGE 89 WEST AND SECTION 2, TOWNSHIP 7 SOUTH, RANGE 89 WEST, ALL IN THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER TO SECTIONS 1 AND 2, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CORNER ALSO BEING COMMON TO SECTIONS 35 AND 36, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE N 76°04'29" W 4185.64 FEET TO THE NORTHEAST CORNER OF LOT 21, WESTBANK RANCH SUBDIVISION, FILING 1, THE

POINT OF BEGINNING; THENCE THE FOLLOWING TWENTY FIVE (25) COURSES
ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID WESTBANK RANCH,
FILING 1:

1. S 09°00'22" W 226.00 FEET TO A REBAR AND CAP, L.S. NO. 19598
2. S 69°53'22" W 82.00 FEET TO A REBAR AND CAP, L.S. NO. 19598
3. S 06°59'38" E 79.00 FEET TO A REBAR AND CAP, L.S. NO. 19598
4. S 55°29'38" E 95.00 FEET TO A REBAR AND CAP (ILLEGIBLE)
5. S 75°13'38" E 215.00 FEET TO A NO. 5 REBAR
6. N 88°58'22" E 451.00 FEET TO A REBAR AND CAP (ILLEGIBLE)
7. N 82°55'22" E 240.00 FEET TO A REBAR AND CAP (ILLEGIBLE)
8. S 20°35'18" E 185.00 FEET TO A REBAR AND CAP (ILLEGIBLE)
9. N 69°24'42" E 210.00 FEET TO A REBAR AND CAP, L.S. NO. 19598
10. N 07°18'26" W 251.73 FEET TO A NO. 5 REBAR
11. N 71°15'22" E 272.00 FEET TO A REBAR AND CAP (ILLEGIBLE)
12. N 41°00'22" E 372.54 FEET TO A NO. 5 REBAR
13. S 65°59'38" E 435.00 FEET TO A NO. 5 REBAR
14. S 19°59'38" E 210.00 FEET TO A NO. 5 REBAR
15. S 60°00'22" W 398.80 FEET TO A NO. 5 REBAR
16. S 48°16'51" W 235.20 FEET TO A NO. 5 REBAR
17. S 50°30'22" W 210.22 FEET TO A NO. 5 REBAR
18. S 69°24'42" W 180.00 FEET TO A NO. 5 REBAR
19. N 20°35'18" W 260.00 FEET TO A REBAR AND CAP, L.S. NO. 19598
20. S 69°24'42" W 230.27 FEET TO A NO. 5 REBAR
21. S 20°35'18" E 266.00 FEET TO A REBAR AND CAP (ILLEGIBLE)
22. S 66°09'07" W 96.57 FEET TO A REBAR AND CAP, L.S. NO. 19598
23. S 01°23'54" W 109.60 FEET TO A REBAR AND CAP, L.S. NO. 7168
24. S 28°05'38" E 250.00 FEET TO A REBAR AND CAP (ILLEGIBLE)
25. S 67°07'27" E 149.99 FEET TO A REBAR AND CAP (ILLEGIBLE), THE

COMMON CORNER OF WESTBANK RANCH SUBDIVISION FILING 1 AND WESTBANK
RANCH SUBDIVISION FILING 2, SAID CORNER ALSO BEING THE NORTHWEST
CORNER OF LOT 23 OF SAID FILING 2; THENCE THE FOLLOWING SEVENTEEN (17)
COURSES ALONG THE NORTHERLY BOUNDARY OF SAID WESTBANK RANCH
SUBDIVISION FILING 2:

1. S 69°05'38" E 633.53 FEET TO A NO. 5 REBAR
2. N 78°31'22" E 318.16 FEET TO A NO. 5 REBAR
3. S 62°19'08" E 376.50 FEET TO A REBAR AND CAP (ILLEGIBLE)
4. S 84°58'08" E 192.70 FEET TO A REBAR AND CAP (ILLEGIBLE)
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 585.00
FEET, A CENTRAL ANGLE OF 03°55'13" AND A DISTANCE OF 40.03 FEET
(CHORD BEARS N 03°04'17" E 40.02 FEET) TO A NO. 5 REBAR
6. N 84°58'08" W 183.32 FEET TO A NO. 5 REBAR
7. N 62°19'08" W 133.53 FEET TO A NO. 5 REBAR

8. N 10°46'22" E 65.11 FEET TO A 1 INCH STEEL PIPE.
9. N 30°36'38" W 476.00 FEET TO A REBAR AND CAP, L.S. NO. 9184
10. N 39°08'22" E 306.48 FEET TO A NO. 5 REBAR
11. N 77°24'22" E 264.88 FEET TO A REBAR AND CAP (ILLEGIBLE)
12. S 33°46'38" E 544.01 FEET
13. S 18°29'38" E 217.00 FEET
14. S 06°49'38" E 218.79 FEET TO A REBAR AND CAP, L.S. NO. 19598
15. N 84°58'08" W 259.29 FEET TO A NO. 5 REBAR
16. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 03°33'20" AND A DISTANCE OF 40.03 FEET (CHORD BEARS S 03°15'14" W 40.02 FEET) TO A REBAR AND CAP (ILLEGIBLE)
17. S 84°58'08" E 334.45 FEET TO A NO. 5 REBAR, THE COMMON CORNER OF WESTBANK RANCH SUBDIVISION FILING 2 AND WESTBANK RANCH SUBDIVISION FILING 3, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 14 OF SAID FILING 3; THENCE THE FOLLOWING SIXTEEN (16) COURSES ALONG THE WESTERLY BOUNDARY OF SAID WESTBANK RANCH SUBDIVISION FILING 3:
 1. N 81°07'37" E 357.91 FEET TO A REBAR AND CAP, L.S. NO. 9184
 2. N 89°54'22" E 200.00 FEET TO A REBAR AND CAP, L.S. NO. 19598
 - S 78°32'08" E 216.49 FEET TO A NO. 5 REBAR
 - S 74°29'38" E 173.39 FEET TO A REBAR AND CAP (ILLEGIBLE)
 - ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 09°56'03" AND A DISTANCE OF 52.02 FEET (CHORD BEARS N 00°36'54" E 51.95 FEET) TO A REBAR AND ALUMINUM CAP, L.S. NO. 11204
6. N 74°29'38" W 319.84 FEET TO A REBAR AND ALUMINUM CAP, L.S. NO. 11204
7. N 33°34'38" W 232.00 FEET TO A REBAR AND CAP (ILLEGIBLE)
8. N 22°27'38" W 382.00 FEET TO A REBAR AND CAP, L.S. NO. 9184
9. N 20°22'38" W 328.18 FEET TO A NO. 5 REBAR
10. N 35°29'38" W 119.00 FEET TO A REBAR AND CAP, L.S. NO. 9184
11. N 52°29'38" W 175.00 FEET TO A REBAR AND CAP, L.S. NO. 9184
12. N 52°29'38" W 215.00 FEET TO A REBAR AND CAP, L.S. NO. 9184
13. N 16°18'38" W 321.00 FEET TO A REBAR AND CAP (ILLEGIBLE)
14. N 33°56'22" E 228.90 FEET TO A REBAR AND CAP, L.S. NO. 9184
15. S 69°27'38" E 475.00 FEET TO A REBAR AND CAP, L.S. NO. 9184
16. S 50°45'38" E 395.00 FEET TO A REBAR AND CAP, L.S. NO. 9184, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 23 OF SAID WESTBANK RANCH SUBDIVISION FILING 3; THENCE LEAVING SAID BOUNDARY N 42°04'22" E 160.00 FEET TO A POINT IN THE CENTER OF THE ROARING FORK RIVER; THENCE THE TWELVE (12) FOLLOWING COURSES ALONG SAID CENTERLINE:
 7. N 51°47'38" W 124.10 FEET

2. N 45°56'38" W 239.80 FEET
3. N 64°32'38" W 507.80 FEET
4. N 84°51'38" W 169.60 FEET
5. N 79°36'38" W 203.00 FEET
6. N 72°34'38" W 879.00 FEET
7. S 87°46'22" W 342.00 FEET
8. S 85°12'22" W 231.00 FEET
9. S 65°57'22" W 517.00 FEET
10. S 48°42'22" W 332.00 FEET
11. S 69°44'22" W 363.00 FEET
12. N 80°02'30" W 181.97 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINING 93.860 ACRES, MORE OR LESS.

TOGETHER WITH A 30.00' WIDE ACCESS AND UTILITY EASEMENT EXTENDING FROM MEADOW LANE TO COUNTY ROAD NO. 109 AND BEING THE SOUTHERLY 30.00 FEET OF LOT 15, WESTBANK SUBDIVISION, FILING NO. 3, AS SHOWN ON THE PLAT THEREOF RECORDED IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE.

TOGETHER WITH A LIMITED ACCESS EASEMENT THROUGH WEST BANK OPEN SPACE BEING A 25.00 FOOT WIDE STRIP OF LAND SITUATED IN LOT 24, SECTION 1, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID STRIP OF LAND LYING 12.50 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, A BLM BRASS CAP IN PLACE; THENCE N 61°13'24" E 2223.28 FEET TO A POINT ON THE PAGE EASTERLY LINE OF SAID LOT 24, SAID POINT ALSO BEING ON SAID CENTERLINE, THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE N 48°52'57" W ALONG SAID CENTERLINE 236.91 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1404.75 FEET AND A CENTRAL ANGLE OF 10°55'42", A DISTANCE OF 267.94 FEET (CHORD BEARS N 43°25'05" W 267.53 FEET); THENCE CONTINUING ALONG SAID CENTERLINE N 69°16'39" E 20.95 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 109; THENCE LEAVING SAID RIGHT-OF-WAY AND CONTINUING ALONG SAID CENTERLINE S 69°16'39" W 30.81 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 42°43'58", A DISTANCE OF 18.65 FEET (CHORD BEARS N 89°21'22" W 18.22 FEET); THENCE CONTINUING ALONG SAID CENTERLINE N 67°59'23" W 56.79 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF

64°44'47", A DISTANCE OF 28.25 FEET (CHORD BEARS S 79°38'13" W 26.77 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 47°15'50" W 58.23 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 05°28'45", A DISTANCE OF 119.54 FEET (CHORD BEARS S 44°31'27" W 119.49 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 41°47'05" W 96.44 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 18°48'32", A DISTANCE OF 32.83 FEET (CHORD BEARS S 51°11'21" W 32.68 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 60°35'37" W 46.99 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 16°49'45", A DISTANCE OF 29.37 FEET (CHORD BEARS S 69°00'29" W 29.27 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 77°25'22" W 39.30 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 33°15'59", A DISTANCE OF 14.52 FEET (CHORD BEARS S 60°47'22" W 14.31 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 44°09'23" W 33.76 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 03°55'03", A DISTANCE OF 25.82 FEET (CHORD BEARS S 29°21'52" W 25.53 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 14°34'20" W 21.94 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 25°18'20", A DISTANCE OF 22.08 FEET (CHORD BEARS S 01°55'10" W 21.90 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 10°44'00" E 127.50 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 71°09'00", A DISTANCE OF 31.05 FEET (CHORD BEARS S 24°50'30" W 29.09 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 60°25'00" W 83.15 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 68°29'58", A DISTANCE OF 29.89 FEET (CHORD BEARS S 26°10'01" W 28.14 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 08°04'58" E 10.67 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 24 OF SAID SECTION 1, THE TERMINUS; WHENCE THE SOUTHWEST CORNER OF SAID SECTION 1 BEARS S 50°30'32" W 1335.39 FEET.

TOGETHER WITH A LIMITED ACCESS EASEMENT THROUGH TROUT BEING A 40.00 FOOT WIDE STRIP OF LAND SITUATED IN LOT 26 AND 27, SECTION 1, TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID STRIP OF LAND LYING 20.00 FEET TO THE WEST SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, A BLM BRASS CAP
IN PLACE; THENCE N 50°30'32" E 1335.39 FEET TO A POINT ON THE
NORTHERLY LINE OF SAID LOT 26, SAID POINT ALSO BEING ON SAID
CENTERLINE, THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE
S 08°04'58" W ALONG SAID CENTERLINE 38.58 FEET; THENCE CONTINUING
ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 79°39'45", A DISTANCE OF
34.76 FEET (CHORD BEARS S 31°44'55" W 32.03 FEET); THENCE CONTINUING
ALONG SAID CENTERLINE S 71°34'47" W 11.95 FEET; THENCE CONTINUING
ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 21°47'02", A DISTANCE OF
19.01 FEET (CHORD BEARS S 82°28'18" W 18.90 FEET); THENCE CONTINUING
ALONG SAID CENTERLINE N 81°44'27" W 16.83 FEET; THENCE CONTINUING
ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A
RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 95°09'44", A DISTANCE OF
41.52 FEET (CHORD BEARS S 50°40'40" W 36.91 FEET); THENCE CONTINUING
ALONG SAID CENTERLINE S 01°01'23" W 29.68 FEET; THENCE CONTINUING
ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 31°40'51", A DISTANCE OF
65 FEET (CHORD BEARS S 16°51'49" W 27.30 FEET); THENCE CONTINUING
ALONG SAID CENTERLINE S 32°42'14" W 88.36 FEET; THENCE CONTINUING
ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A
RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 26°01'54", A DISTANCE OF
22.72 FEET (CHORD BEARS S 19°41'17" W 22.52 FEET); THENCE CONTINUING
ALONG SAID CENTERLINE S 06°40'20" W 19.05 FEET; THENCE CONTINUING
ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A
RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 60°30'09", A
DISTANCE OF 26.40 FEET (CHORD BEARS S 23°34'44" E 25.19 FEET); THENCE
CONTINUING ALONG SAID CENTERLINE S 53°49'49" E 8.59 FEET; THENCE
CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT
HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 28°56'52", A
DISTANCE OF 12.63 FEET (CHORD BEARS S 39°21'22" E 12.50 FEET); THENCE
CONTINUING ALONG SAID CENTERLINE S 24°52'56" E 10.28 FEET; THENCE
CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT
HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 42°02'11", A
DISTANCE OF 18.34 FEET (CHORD BEARS S 03°51'51" E 17.93 FEET); THENCE
CONTINUING ALONG SAID CENTERLINE S 17°09'15" W 46.43 FEET; THENCE
CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT
HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 10°32'50", A
DISTANCE OF 18.41 FEET (CHORD BEARS S 22°25'40" W 18.38 FEET); THENCE
CONTINUING ALONG SAID CENTERLINE S 27°42'05" W 49.78 FEET; THENCE
CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT
HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 46°09'03", A

DISTANCE OF 40.27 FEET (CHORD BEARS S 04°37'33" W 39.19 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 18°26'59" E 9.34 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 41°51'43", A DISTANCE OF 36.53 FEET (CHORD BEARS S 02°28'53" W 35.72 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 23°24'44" W 52.26 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 39°55'48", A DISTANCE OF 34.85 FEET (CHORD BEARS S 03°26'50" W 34.14 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 16°31'04" E 8.35 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 48°53'14", A DISTANCE OF 42.66 FEET (CHORD BEARS S 07°55'33" W 41.38 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 32°22'11" W 27.64 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 26°24'43", A DISTANCE OF 23.05 FEET (CHORD BEARS S 19°09'49" W 22.85 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 05°57'27" W 107.09 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°35", A DISTANCE OF 9.65 FEET (CHORD BEARS S 03°11'40" W 9.64 FEET); THENCE CONTINUING ALONG SAID CENTERLINE S 00°25'52" W 48.93 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 09°55'00", A DISTANCE OF 17.31 FEET (CHORD BEARS S 05°23'22" W 17.29 FEET) TO A POINT ON THE SOUTHERLY LINE OF LOT 26 OF SAID SECTION 1, THE TERMINUS; WHENCE THE SOUTHWEST CORNER OF SAID SECTION 1 BEARS N 88°08'24" W 801.05 FEET. THE ABOVE DESCRIBED PROPERTY CONTAINING A TOTAL ACREAGE OF 430.698 ACRES, MORE OR LESS.

8/5/99

EXHIBIT B
(Annexable Property Legal Description)

Those parcels of property identified as Future Development, Phase 1, Future Development, Phase 2, Future Development Phase 3 and Future Development, Phase 4 and more particularly described on the Final Plat of Rose Ranch Planned Unit Development, Phase 1, recorded in the records of the Clerk and Recorder for Garfield County, Colorado on 11-Sep-1999, at Reception No. 569188

EXHIBIT C
(Golf Course Parcel Legal Description)

Those parcels of property identified as Golf Course Parcel 1, Golf Course Parcel 2, Golf Course Parcel 3, Golf Course Parcel 4, Golf Course Parcel 5 and Golf Course Parcel 6 and more particularly described on the Final Plat of Rose Ranch Planned Unit Development, Phase 1, recorded in the records of the Clerk and Recorder for Garfield County, Colorado on 11-Sep, 2000, at Reception No. 569188

EXHIBIT D
(Recorded Easements, Licenses, Covenants and Restrictions)

1. Declaration of Golf Facilities Development, Construction and Operational Easement, executed by Roaring Fork Investments, LLC on 15-Sep, 1999, and recorded in the records of the Clerk and Recorder for Garfield County, Colorado on 11-Sep, 1999, at Book 1206, Page 707 and Reception No. 569195.
2. Grant of Conservation Easement, conveyed by Roaring Fork Investments, LLC to the Roaring Fork Conservancy on 15-Sep, 1999, and recorded in the records of the Clerk and Recorder for Garfield County, Colorado on 11-Sep, 1999, at Book 1206, Page 718 and Reception No. 569196
3. Easement Agreement, between Roaring Fork Investments, LLC and the Westbank Mesa Homeowner's Association, Inc., dated 2-Apr, 1998, and recorded in the records of the Clerk and Recorder for Garfield County, Colorado on 4-Apr, 1999, at Book 1061, Page 54 and Reception No. 522915
4. Roaring Fork Water & Sanitation District Roaring Fork Investments, LLC Pre-inclusion Agreement, between Roaring Fork Investments, LLC, the Roaring Fork Water & Sanitation District and the Board of County Commissioners for Garfield County, Colorado, date 15-Sep, 1999 and recorded in the records of the Clerk and Recorder of Garfield County, Colorado on 11-Sep, 1999 at Book 1206, Page 640 and Reception No. 569193

Declaration of Protective Covenants
Rose Ranch P.U.D.
13-Sep-99

Garfield County Clerk & Recorder
1000 South Kings Highway
Durango, CO
81301

HEPWORTH-PAWLAK GEOTECHNICAL, INC.

5020 Road 154
Glenwood Springs, CO 81601

Fax 970 945-8454
Phone 970 945-7988

**PRELIMINARY GEOTECHNICAL STUDY
ROSE RANCH DEVELOPMENT
COUNTY ROAD 109
GARFIELD COUNTY, COLORADO**

JOB NO. 197 327

OCTOBER 29, 1997

PREPARED FOR:

**THE ROSE RANCH LIMITED PARTNERSHIP
ROARING FORK INVESTMENTS, LLC, GENERAL PARTNER
ATTN: RON HEGGEMEIER, MANAGER
1955 EAST MAIN STREET
PARKER, COLORADO 80134-7374**

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

October 29, 1997

The Rose Ranch Limited Partnership
Roaring Fork Investments, LLC, General Partner
Attn: Ron Heggemeier, Manager
1955 East Main Street
Parker, Colorado 80134-7374

Job No. 197 327

Subject: Report Transmittal, Preliminary Geotechnical Study, Rose Ranch
Development, County Road 109, Garfield County, Colorado.

Dear Mr. Heggemeier:

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

The property is suitable for the proposed development based on geologic and geotechnical conditions. There are several geologic conditions which need to be considered in project planning and design. The more severe constraints are associated with alluvial fan flooding and the potential for sinkholes.

Subsurface conditions encountered in the exploratory borings drilled throughout the general proposed building area typically consist of fine grained soils overlying dense gravel alluvium at depths between 2 to 42 feet. Groundwater was typically not encountered in the borings and the soils range from moist to very moist in irrigated fields to slightly moist in higher non-irrigated areas.

Spread footings placed on the natural subsoils should be suitable for support of lightly loaded buildings typical of residences. There could be potential for post construction settlement where footings bear on hydrocompressive or soft soils. Subgrade stabilization of wet soils could be needed to provide a suitable surface for building and roadway construction.

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

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

Sincerely,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.



Steven L. Pawlak, P.E.
and by:

Ralph G. Mock
Engineering Geologist
SLP/ro

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PURPOSE AND SCOPE OF STUDY

This report presents the results of a preliminary geotechnical study for the proposed Rose Ranch Development, County Road 109, Garfield County, Colorado. The project site is shown on Fig. 1. The purpose of the study was to evaluate the geologic and subsurface conditions and their potential impacts on the project. The study was conducted in accordance with our proposal for geotechnical engineering services to High Country Engineering, dated May 2, 1997.

A field exploration program consisting of a reconnaissance and exploratory borings was conducted to obtain information on the site and subsurface conditions. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification, compressibility or swell, and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for project planning and preliminary design. This report summarizes the data obtained during this study and presents our conclusions and recommendations based on the proposed development and subsurface conditions encountered.

PROPOSED DEVELOPMENT

Rose Ranch Development will be a 440.4 acre residential and golf course development in Garfield County. The September 26, 1997 Sketch Plan shows 320 residential dwelling units on 122.3 acres in the eastern part of the property between County Road 109 and the Roaring Fork River (see Fig. 1) The residential development will consist of 260 single family lots and 60 duplex lots. The golf course will cover 137.3 acres and will be located in two areas. One is along County Road 109 between the residential area and the steep bluffs which form the western valley side. The second golf course area is along Northeast Dry Park Gulch to the west of the steep bluffs. The remaining 180.8 acres will be open space and roads. Most of the steep terrain in the western part of the property will be undeveloped open space. Water will be supplied by an on-site, community water system with on-site storage facility. The development will be connected to the Aspen Glen Sanitation District system for sewage disposal.

SITE CONDITIONS

The Rose Ranch Development is located on the western side of the Roaring Fork River valley about five miles south of Glenwood Springs. The property covers parts of Sections 1 and 12, T. 7 S., R. 89 W. The terrain on the property is varied, see Fig. 1. Moderately to gently sloping ground is present along the Roaring Fork valley floor in the eastern part of the property. Slopes in this area usually do not exceed 10% to the east of County Road 109. To the west of County Road 109 the valley floor abruptly transitions to a steep bluff along the western valley side. Slopes on the bluff are usually steeper than 60%. To the west of the bluff, the property extends into Northeast Dry Park Gulch valley that is a tributary to the main Roaring Fork valley. Slopes on the property in the Northeast Dry Park Gulch area are usually in the range of 15% to 40%.

Except for the Roaring Fork River, streams on the property are ephemeral and only have surface flow following periods of intense thunder storm precipitation or heavy snowpack melt. Most of the ephemeral streams have small (less than 3 acres) drainage basins that are restricted to the east facing bluff side. These small ephemeral streams have built small, coalescing alluvial fans and aprons along the lower bluff side. Northeast Dry Park Gulch is also ephemeral but it has a relatively large drainage basin that covers about 980 acres. Northeast Dry Park Gulch has built a large alluvial fan in the northern part of the property.

Most of the eastern part of the property is an active ranch with irrigated hay fields and pastures that are located downslope of the irrigation ditch, see Fig. 1. The western part of the property is undeveloped range land. Vegetation outside of the irrigated areas is mostly sage and other brush with some scattered juniper trees. An abandoned railroad grade crosses through the eastern part of the property. In places, relatively large fill embankments are present along the railroad grade and irrigation ditch. Residential developments are located on adjoining properties to the northwest and south.

REGIONAL GEOLOGIC SETTING

The project site is in the Roaring Fork River valley to the south of Glenwood Springs. In this area the valley trends along the crest of the Cattle Creek Anticline

(Kirkham and Others, 1996). The anticline is a second-order, regional structure between the first-order Grand Hogback Monocline to the southwest and the White River Uplift to the northeast. These regional structural features developed as a result of compressional stresses during the Laramide Orogeny about 40 to 70 million years ago. In addition to Laramide compressional stresses the Cattle Creek Anticline is also believed to be associated with ground deformations related to evaporite diapirism, hydration expansion, and dissolution in the Eagle Valley Evaporite which forms the core of the anticline. The evaporite deformation in the region is younger than the 3.0 to 22.4 million year old basalt flows present in the uplands to the east and west of the Roaring Fork Valley (Kirkham and Widmann, 1997). The evaporite deformation has affected Pleistocene (10,000 to 1.8 million year old) deposits and landforms and possibly Holocene (less than 10,000 year old) deposits and landforms in the region. Along the axis of the Cattle Creek anticline it appears that the Late Pleistocene and older river terraces have been tilted away from the river in places (Kirkham and Others, 1996).

PROJECT AREA GEOLOGY

Our interpretation of the geologic conditions in the project area is shown on Fig. 1. Formation rock in the area is the Eagle Valley Evaporite and Eagle Valley Formation. The rock is usually covered by surficial soil deposits that consist of colluvium, alluvial fans, river alluvium and loess. Major faults are not known to be present in the project area (Tweto and Others, 1978, and Kirkham and Others, 1996). The principle geologic features in the project area are described below.

EAGLE VALLEY EVAPORITE AND FORMATION

Prominent outcrops of the Eagle Valley Evaporite (Pee) are present along the bluffs to the west of County Road 109. Elsewhere the formation rock is usually covered by surficial soil deposits and outcrops are limited. To the west, the Eagle Valley Evaporite grades into the Eagle Valley Formation (Pe) along the limb of the Grand Hogback Monocline. These two formations were deposited during the Middle Pennsylvanian (about 300 million years ago) in the interior of the Eagle Basin. The Eagle

Valley Formation is the transitional interval between the Eagle Valley Evaporite and the red-beds of the Maroon Formation.

Eagle Valley Evaporite: The Eagle Valley Evaporite (Pee) is made up of gray and tan, gypsum, anhydrite, and halite with interbedded siltstone, claystone, shale, and dolomite. The gypsum, anhydrite and halite are soluble in fresh water. The siltstone, claystone, and shale varies from cemented and hard to non-cemented but firm. The dolomite is cemented and hard. The bedding structure at most places is convoluted because of flow deformation in the plastic gypsum, anhydrite, and halite. Joints are commonly present in the cemented beds. The gypsum, anhydrite, and halite are massive because of their plasticity and do not contain joints. Subsurface voids and related sinkholes are sometimes present in areas underlain by the Eagle Valley Evaporite throughout western Colorado because of the solubility of the gypsum, anhydrite and halite.

Eagle Valley Formation: The Eagle Valley Formation (Pe) is made up of reddish-brown, gray, and reddish-gray siltstone, shale, claystone, fine-grained sandstone, carbonate rock, and local lenses of gypsum. The rock varies from non-cemented but firm to cemented and hard. Joints are common in the cemented beds. Subsurface voids and related sinkholes are sometimes present in areas underlain by the Eagle Valley Formation because of the solubility of the local gypsum lenses.

COLLUVIUM

Colluvium (Qc) usually covers the formation rock on the hillsides and other upland areas. The colluvium is a poorly stratified deposit of angular rock fragments from gravel to boulder size in a soil matrix. The soil matrix varies from a silty and clayey sand to sandy silt and clay. The rock fragments are usually supported by the soil matrix with little fragment to fragment contact. The soil matrix typically exhibits a collapse potential when wetted. The depth of the colluvium is expected to vary from less than 1 foot to over 10 feet in places.

ALLUVIAL FANS

Alluvial fans (Qaf-1 and Qaf-2) form an alluvial apron along the base of the bluff in the eastern part of the project area. A large alluvial fan (Qaf-1) is present at the mouth of Northeast Dry Park Gulch. The slope of the Northeast Dry Park Gulch fan is about 8% near the fan head and decreases to about 4% along the lower parts of the fan. Small basin alluvial fans (Qaf-2) have developed at the mouths of the numerous small drainage basins on the bluff to the north and south of the Northeast Dry Park Gulch fan. In their lower parts these small basin alluvial fans coalesce to form the a continuous alluvial apron. Near the fan head the small basin alluvial fans have slopes between 30% and 40%. In most places the slope along the lower part of the alluvial apron is about 4%. Fan channels are poorly defined and there are several abandoned channels on all of the fans.

The alluvial fans result from sediment deposition associated with debris floods and viscous debris flows caused by unusually intense thunderstorm precipitation or unusually heavy snowpack melt. Parts of the alluvial fans have covered all but the youngest river terrace (Qt-1). This indicates that the fans at the site are geologically young and are probably still active geomorphic features. Studies of similar fans to the south in the Carbondale area suggest debris flow recurrence intervals between 100 and 340 years (Kirkham and Widmann, 1997).

The alluvial fans consist of both matrix supported and clast supported deposits. The matrix supported deposits consist of angular to rounded gravel, cobbles and boulders. Boulders from 1 to 2 feet are common in the upper parts of the fans. The soil matrix varies from a silty and clayey sand to sandy silt and clay. In contrast, the clast supported deposits consist of a sandy silt with angular to rounded, gravel, cobbles and occasional boulders. The exploratory borings show that the fan deposits are relatively deep in their upper and middle parts. The fan deposits at Boring 2 were 42 feet deep, and the fan deposits at Borings 4, 8 and 9 are over 31 feet deep. The natural relatively dry fan deposits typically exhibit a collapse potential when wetted.

NORTHEAST DRY PARK GULCH ALLUVIUM

The channel floor of Northeast Dry Park Gulch and its larger tributaries are underlain by alluvium (Qadp-1). Older alluvium (Qadp-2) is also present in places in the Northeast Dry Park drainage. The older alluvium consists of fans and stream channel

deposits. The Northeast Dry Park Gulch alluvium (Qadp-1 and Qadp-2) consists of matrix and clast supported deposits similar to the alluvial fan deposits previously described. The only development proposed in this area is the golf course and exploratory borings were not located in this area.

RIVER ALLUVIUM

Alluvium (Qarf) deposited by the Roaring Fork River is present along the modern river channel and as five terraces (Qt-1 through Qt-5) adjacent to the channel. All of the terraces except the lowest terrace (Qt-1) appear to project below the alluvial fans on the western valley side. Terrace levels Qt-3, Qt-4 and Qt-5 probably correlate with the Pinedale glacial period and the alluvium is outwash that was probably deposited between 12,000 to 35,000 years ago (Kirkham and Others, 1996). The lower terraces Qt-1 and Qt-2 are younger than 12,000 years. Flood plain studies show that the Qt-1 terrace and part of the Qt-2 terrace are below the 100-year flood plain of the Roaring Fork River (High Country Engineering, 1997).

The Roaring Fork alluvium is predominantly a clast-supported deposit of rounded gravel, cobbles and boulders in a sand and silty sand matrix. Some lenses of sandy silt and clay are locally present in the alluvium. The gravel, cobbles and boulders are a variety of durable, unweathered rock types from the upper river drainage basin. Boulders typically vary from 1 foot to 3 feet. Practical auger refusal was encountered at relatively shallow penetration depths in the alluvium. Auger borings could not be drilled deeper than about 2 to 7 feet in the river gravel alluvium.

LOESS

The exploratory borings show that the soil profile at most boring sites have a surface layer of loess. The loess is a wind deposited sandy clay and silt. At the boring sites the loess was from 1.5 to 15 feet thick. The loess is not always present at the surface and it is not possible to evaluate its thickness from surface observations. Because of this, the loess is not shown on the geologic map, Fig. 1. However, loess should be expected in many areas at the surface of the fans and river terraces.

SINKHOLES

Sinkholes are known to be locally present in the Roaring Fork and Crystal River valleys south of Glenwood Springs in areas underlain by the Eagle Valley Evaporite and Eagle Valley Formation. Several large ground surface depressions that may be sinkholes were observed in the field, on the topographic map, and on the aerial photographs, see Fig. 1. In addition, smaller circular patterns were noted on the aerial photographs that may also be associated with small sinkholes. The larger possible sinkholes vary from 20 to 200 feet in diameter and have maximum depth of 1 to 10 feet. Most, but not all, of the possible sinkholes are located within 500 feet of the Roaring Fork River and in areas which have been flood irrigated. The sinkholes in the region appear to result from the roof collapse of subsurface voids in the shallow formation rock or by piping and caving of the surficial soils into voids in the formation rock in areas where rock is relatively deep. In places to the south of the project area, sinkholes have developed in the terrace deposits where the terrace deposits are up to about 100 feet thick.

FIELD EXPLORATION

The field exploration for the project was conducted on July 2, 3 and 8, 1997. Twelve exploratory borings were drilled at the locations shown on Fig. 1 to evaluate the subsurface conditions. The borings were advanced with 4 inch diameter continuous flight auger powered by a truck-mounted Longyear BK-51HD drill rig. The borings were logged by a representative of Hepworth-Pawlak Geotechnical, Inc.

Samples of the subsoils were taken with 1 $\frac{3}{8}$ inch and 2 inch I.D. spoon samplers. The samplers were driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figs. 2, 3 and 4. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Figs. 2, 3 and 4. Below about ½ to 1 foot of topsoil the subsoils typically consist of fine-grained soils overlying relatively dense, sandy gravel, cobbles and boulders (river alluvium) at depths between 2 to 42 feet. Drilling in the dense gravel with auger equipment was difficult due to the cobbles and boulders and drilling refusal was encountered in the deposit. The upper soils are typically low to medium plastic clay, silt and sand that are medium to stiff and loose to medium dense.

Laboratory testing performed on samples obtained from the borings included natural moisture content and density, gradation analyses and liquid and plastic limits. Results of swell-consolidation testing performed on relatively undisturbed drive samples of the upper fine grained soils, presented on Figs. 6-10, generally indicate low to moderate compressibility under conditions of light loading and wetting. The drier samples typically showed a low to moderate collapse potential (settlement under constant load) when wetted and moderate to high compressibility under increased loading. Results of gradation analyses performed on small diameter drive samples (minus 1½ inch fraction) of the coarser subsoils are shown on Figs. 11 and 12. Hveem stabilometer 'R' value test results performed on the upper silt and clay soils are shown on Fig. 13 and 14. The laboratory testing is summarized in Table I.

Free water was typically not encountered in the borings at the time of drilling. Free water was encountered in Boring 10, located in the north end of the property, at a depth of 10 feet. The groundwater level could be relatively shallow in the lower, northern and eastern parts of the property near the Roaring Fork River. The subsoils in the higher non-irrigated areas were typically slightly moist and the subsoils in irrigated fields were moist to very moist.

GEOLOGIC SITE ASSESSMENT

It should be possible to develop the property much as proposed on the September 26, 1997 Sketch Plan without encountering geologic constraints. There are, however, several conditions of a geologic nature which should be considered in project planning

and design, as discussed below. The more severe constraints are associated with alluvial fan flooding and the potential for sinkholes. These conditions may require some modifications to the project layout as indicated on the September 26, 1997 Sketch Plan.

ALLUVIAL FAN FLOODING

The ephemeral channels and alluvial fans (Qaf-1 and Qaf-2) in the project area are susceptible to debris floods and viscous debris flows (hyperconcentrated flows) associated with unusually intense thunderstorm precipitation or unusually heavy snowpack melt. The alluvial fans in the project area appear to be geomorphically active and recurrence periods for major flow events are probably in the range of 50 to 500 years. Because of the potential for channel blockage, the existing fan channels should not be relied on to convey potential hyperconcentrated flows, unless site specific hydraulic analysis shows otherwise. The entire fan surfaces should be considered in a potential flood area.

Nature of Hyperconcentrated Flows: Hyperconcentrated flows differ from water floods with low sediment concentrations. It is important that alluvial fan flood hazard evaluation and mitigation consider these differences (Juilen and O'Brien, 1997). Hyperconcentrated flows represent a continuous transition between water floods and earthflow type landslides. Water floods typically have sediment concentrations of less than 20% by volume. Debris floods are very fluid, comparable to water floods, and typically have sediment concentrations between 20% and 45% by volume. Viscous debris flows are highly viscous fluid masses that typically have sediment concentrations between 45% and 55% by volume. They are capable of rafting boulders near their surface and can travel long distances on moderate slopes. They form levees and lobate deposits on alluvial fans. Granular debris flows typically have sediment concentrations of greater than 50% by volume. Flow momentum and energy dissipation is largely by inter-particle dispersive stress. They attain high velocities on very steep slopes, but they also require steep slopes to remain in motion and most stop near the fan head.

The alluvial fans in the project area could experience flood hazards associated with water floods, debris floods and viscous debris flows and all three types of flows could occur during a single flood event. There does not appear to be a potential for granular debris flows in the project area. The flood hazard hydraulic analysis should

account for sediment bulking and the non-Newtonian nature of the hyperconcentrated flows.

Mitigation Concepts: The need for and type of alluvial fan flood hazard mitigation for the development should be based on a site-specific analysis by a hydraulic engineer. Straight uniform section channels are best for conveying the water and sediment associated with *debris floods* across the alluvial fan. Channel bed and bank stability may be critical and channel lining or other protection methods may be needed. Detention basins, deflection structures and spreading, or channel and levee conveyance systems are best suited for *viscous debris flow* mitigation. It may be feasible to directly protect individual buildings by flood proofing and building wall reinforcement at sites where flow depth, flow velocities and impact loadings are relatively small. Direct building protection can be designed to provide a reasonable level of safety for an individual building and its occupants, but direct building protection will not prevent property damage resulting from erosion and the deposition of mud and debris.

Relatively large design flows should be considered on the Northeast Dry Park Gulch alluvial fan (Qaf-1) because of its relatively large drainage basin and the steep, highly erodible slopes where the gulch crosses through the bluff. If a detention basin is used for mitigation, it would have to be constructed off of the property at the fan head. Basin storage volumes can be estimated by bulking the design water flood hydrograph at the fan head by a factor of two. Mitigation with a deflection structure and spreading would involve deflecting the design debris flood and debris flow to one side of the fan and spreading the flows onto open space or the golf course away from occupied structures. To be effective the deflection structure would have to start off the property near the fan head. For the Northeast Dry Park Gulch fan, it appears that a straight channel and levee conveyance system will prove to be the best mitigation method. The channel and levee conveyance system should start at the fan head which is off of the property. A straight, uniform section channel would be constructed from the fan head to the river. The main channel would be designed to permit some overbank flow. Levees or a larger outer channel, would be constructed parallel to the main channel with an appropriate setback for storage of mud and debris. All three mitigation concepts will require a maintenance plan for the removal and disposal of mud and debris.

Relatively small design flows can be considered on the other alluvial fans (Qaf-2) because of the small size of their drainage basins. As shown on the September 26, 1997 Sketch Plan, the golf course should provide a buffer zone between the upper part of these fans and the residential development area. It is likely that site-specific hydraulic analysis will show that design flow depths, flow velocities and impact loadings are relatively low in the proposed residential area. Mitigation, if required, for the small drainage basin fans (Qaf-2) will probably be flood proofing and direct building protection.

SINKHOLES

The possible sinkholes shown on Fig. 1 and other sinkholes and shallow subsurface voids that may be encountered during construction should be avoided as building sites, road alignments and underground utility corridors, or site-specific studies should be undertaken to determine if the sinkholes and voids can be stabilized. Setbacks from the possible sinkholes should be based on site-specific studies, but for preliminary planning a minimum setback of 20 feet is recommended. Roads can often be constructed over sinkholes after stabilization but because of possible future subsidence, settlement sensitive utility lines should still avoid the sinkhole area.

The probability of encountering sinkhole related problems in areas away from the possible sinkholes is considered to be low, but the developer and prospective home owners should be aware that the development can not be considered totally sinkhole risk free. The potential for subsurface voids should be considered when planning site-specific foundation exploration at all building sites. If voids or other conditions indicative of possible problems are encountered, the site should be avoided or the feasibility of mitigation considered. Mitigation methods that can sometimes be used to reduce potential sinkhole related problems include: (1) void stabilization by grouting, or by excavation and backfilling; (2) deep foundation systems; (3) structurally bridging the potential problem area; and (4) mat foundations or other foundation systems capable of withstanding loss of support over large areas. Even with mitigation it may not be possible to prevent some structural damage to buildings, but it should be feasible to prevent sudden building collapse and provide a reasonable level of safety for the building occupants.

REGIONAL EVAPORITE DEFORMATION

The development is in an area where regional ground deformations have been associated with evaporite dissolution and flowage from beneath the area. It is uncertain if this deformation is still an active geologic process or if deformation has stopped. If ground deformation is still occurring, it is likely the deformation rates are very slow and occur over relatively broad areas. Although the potential for ground deformation problems appears to be low, the project area can not be considered totally risk free. The risk of building damage can be reduced by special foundation designs such as a heavily reinforced mat and without a basement level.

RIVER TERRACE ESCARPMENT SETBACKS

In a few areas residential lots are planned next to steep terrace escarpments which lead directly down to the river. In these areas there is a potential for instability if the building site is located too close to the top edge of the escarpment. It is recommended that a minimum building site setback of 2:1 (horizontal to vertical) measured from the edge of the river channel be considered on these lots. Building envelopes that are closer to the top of slope should be evaluated on a site specific basis.

CONSTRUCTION RELATED SLOPE INSTABILITY

We do not expect major problems with construction related slope instability associated with grading for roads and building sites if grading is not considered on slopes steeper than about 30%. If it is necessary to perform extensive grading on slopes steeper than 30%, the proposed grading should be evaluated by a site specific geotechnical study. Preliminary recommendations for site grading are presented in the *Site Grading* section of this report.

EARTHQUAKES

The project area could experience moderately strong earthquake related ground shaking. Modified Mercalli Intensity VI ground shaking should be expected during a reasonable service life for the development, but the probability for stronger ground shaking is low. Intensity VI ground shaking is felt by most people and causes general alarm, but results in negligible damage to structures of good design and construction. All

occupied structures in the development should be designed to withstand moderately strong ground shaking with little or no damage and not to collapse under stronger ground shaking. The region is in the Uniform Building Code, Seismic Risk Zone 1. Based on our current understanding of the earthquake hazard in this part of Colorado, we see no reason to increase the commonly accepted seismic risk zone for the area.

PRELIMINARY DESIGN RECOMMENDATIONS

The conclusions and recommendations presented below are based on the general proposed development plan, subsurface conditions encountered in the exploratory borings, and our experience in the area. The recommendations are suitable for planning and preliminary design of the subdivision. Site specific studies should be conducted for significant structures such as tanks, tunnels and walls and for individual lot development.

FOUNDATIONS

Bearing conditions will vary depending on the specific location of the proposed buildings and structures on the property. Based on the nature of the proposed construction spread footings bearing on the natural subsoils should be suitable for typical lightly loaded residences. We expect the footings can be sized for an allowable bearing pressure in the range of 1,000 psf to 1,500 psf for the upper fine-grained soils and 3,000 psf to 5,000 psf for the dense gravel alluvium. The drier soils encountered in non-irrigated areas typically have a collapse potential when wetted and there could be some post construction settlement. The highly moist silt and clay soils in irrigated areas could also have a settlement potential when loaded. Heavily reinforced foundations and maintaining dry bearing soils will help limit the risk of settlement and building distress. Wet subgrade areas could require stabilization to provide a suitable surface for footing support. Foundation walls should be designed to span local anomalies and to resist lateral earth loadings when acting as retaining structures. Below grade areas and retaining walls should be protected from wetting and hydrostatic loading by use of an underdrain system. The footings should have a minimum depth of 36 inches for frost protection.

FLOOR SLABS

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

UNDERDRAIN SYSTEM

Although free water was typically not encountered in the exploratory borings, it has been our experience in the area that the groundwater level can rise next to rivers and that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. An underdrain system should be provided to protect below-grade construction, such as retaining walls, crawlspace and basement areas from wetting and hydrostatic pressure buildup. The drains should consist of drainpipe surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a suitable gravity outlet. The lower level of buildings should be at least 2 feet above the high groundwater level.

SITE GRADING

The risk of construction-induced slope instability at the site appears low provided the buildings are located in the less steep part of the property as planned and cut and fill depths are limited. Cut depths for the building pads and driveway access should not exceed about 10 feet. Fills should be limited to about 10 feet deep and not encroach steep terrace escarpments. Structural fills should be compacted to at least 95% of the maximum standard Proctor density near optimum moisture content. Prior to fill placement, the subgrade should be carefully prepared by removing all vegetation and topsoil. The fill should be benched into slopes that exceed 20% grade. The on-site soils excluding oversized rock and topsoil should be suitable for use in embankment

fills. The highly moist to wet soils will probably need to be dried before they can be reused as structural fill.

Permanent unretained cut and fill slopes should be graded at 2 horizontal to 1 vertical or flatter and protected against erosion by revegetation, rock riprap or other means. This office should review site grading plans for the project prior to construction.

SURFACE DRAINAGE

The grading plan for the subdivision should consider runoff from steep uphill slopes through the project as described above in *Alluvial Fan Flooding* and at individual sites. Water should not be allowed to pond which could impact slope stability and foundations. Wetting of hydrocompressive bearing soils could result in building settlement and distress. To limit infiltration into the bearing soils next to buildings, exterior backfill should be well compacted and have a positive slope away from the building for a distance of at least 10 feet. Roof downspouts and drains should discharge well beyond the limits of all backfill and landscape irrigation should be restricted.

PAVEMENT SUBGRADE

The subgrade soils encountered throughout the development area consist mainly of slightly sandy to sandy silt and clay which is a poor material for support of pavements. An Hveem 'R' value of 52 was obtained on a silt sample and 29 was obtained on a silty clay sample. An Hveem 'R' value in the range of 15 to 30 appears suitable for pavement design. Some of the subgrade soils in irrigated field areas are highly moist and could require drying or stabilization to provide a suitable surface for pavement construction. A detailed pavement design study should be conducted when the road alignment, grading and traffic load have been determined.

LIMITATIONS

This study has been conducted according to generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty

either expressed or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the field reconnaissance, review of published geologic reports, the exploratory borings located as shown on Fig. 1, the proposed type of construction and our experience in the area. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

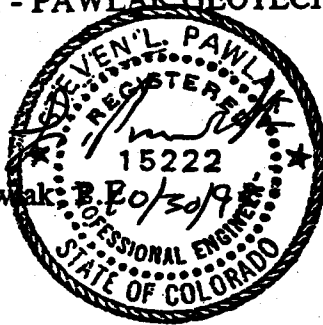
This report has been prepared for the exclusive use by our client for planning and preliminary design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation, conduct additional evaluations and review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

Respectfully Submitted,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.



Steven L. Pawlak



and by:



Ralph G. Mock
Engineering Geologist

SLP/ro

cc: High Country Engineering - Attn: Joe Hope

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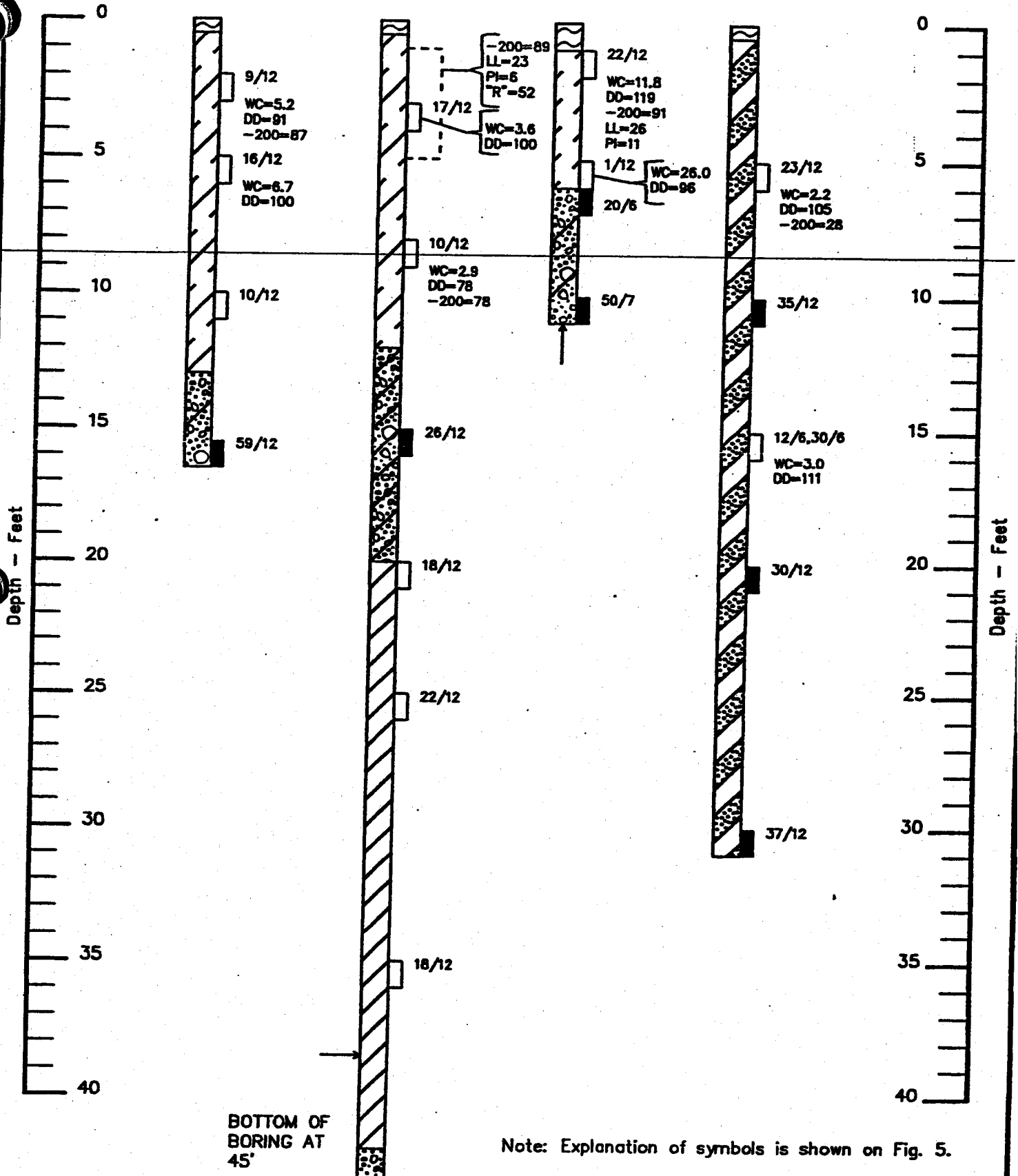
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BORING 1
ELEV. = 6010'

BORING 2
ELEV. = 6013'

BORING 3
ELEV. = 5957'

BORING 4
ELEV. = 6010'



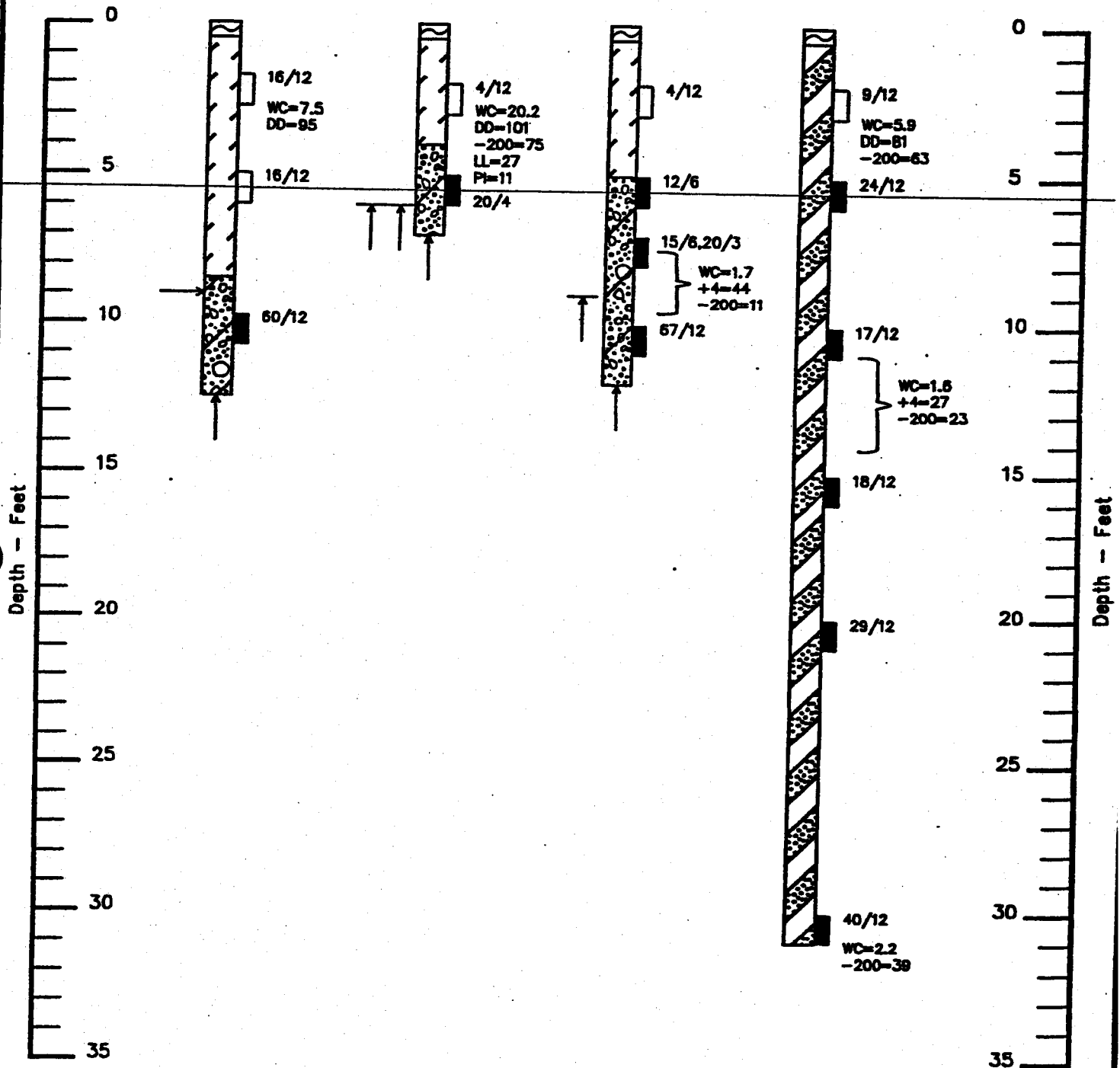
Note: Explanation of symbols is shown on Fig. 5.

BORING 5
ELEV. = 5966'

BORING 6
ELEV. = 5940'

BORING 7
ELEV. = 5945'

BORING 8
ELEV. = 5980'



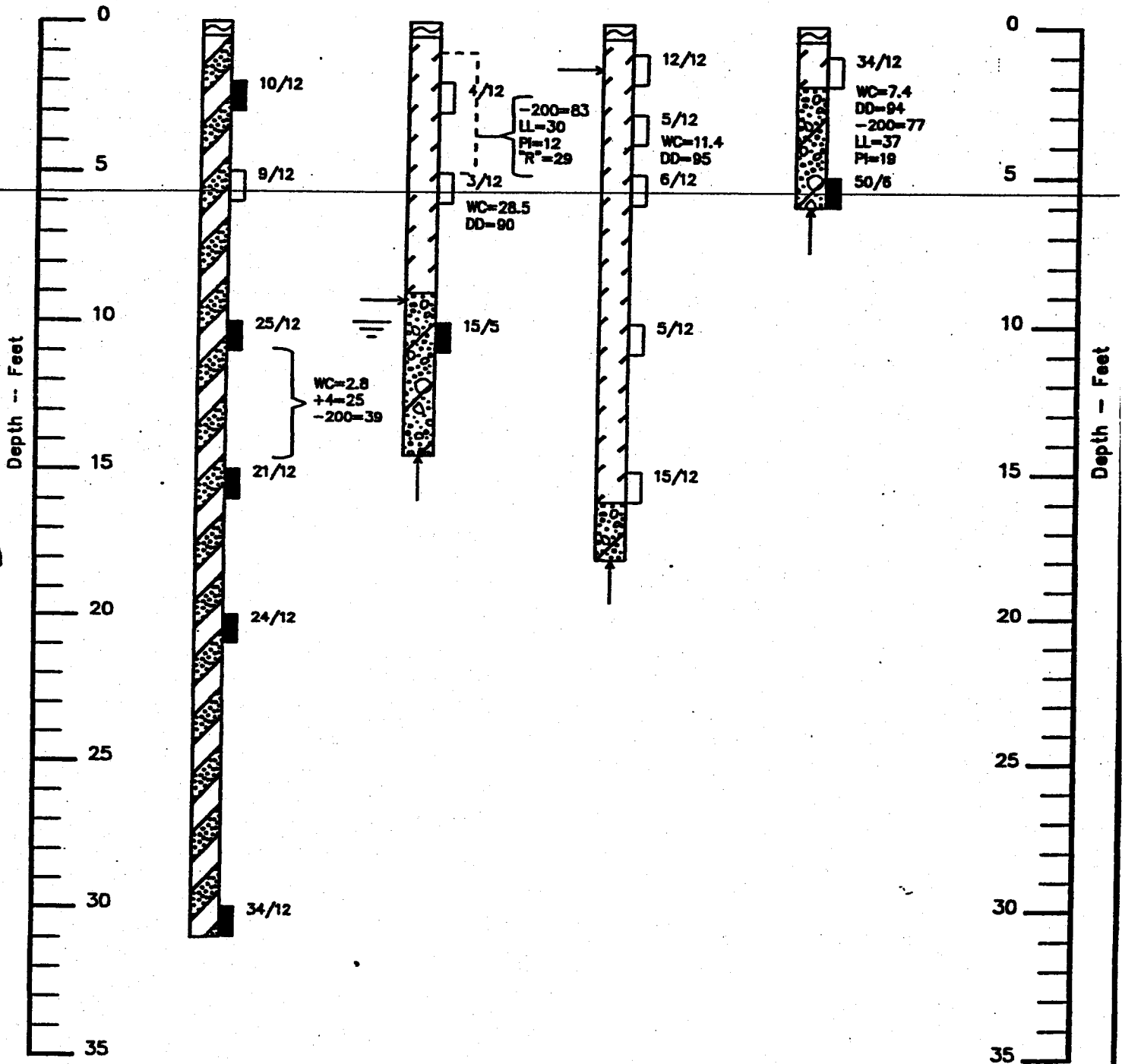
Note: Explanation of symbols is shown on Fig. 5.

BORING 9
ELEV. = 5998'

BORING 10
ELEV. = 5930'















BORING 11
ELEV. = 5942'

BORING 12
ELEV. = 5926'



Note: Explanation of symbols is shown on Fig. 5.

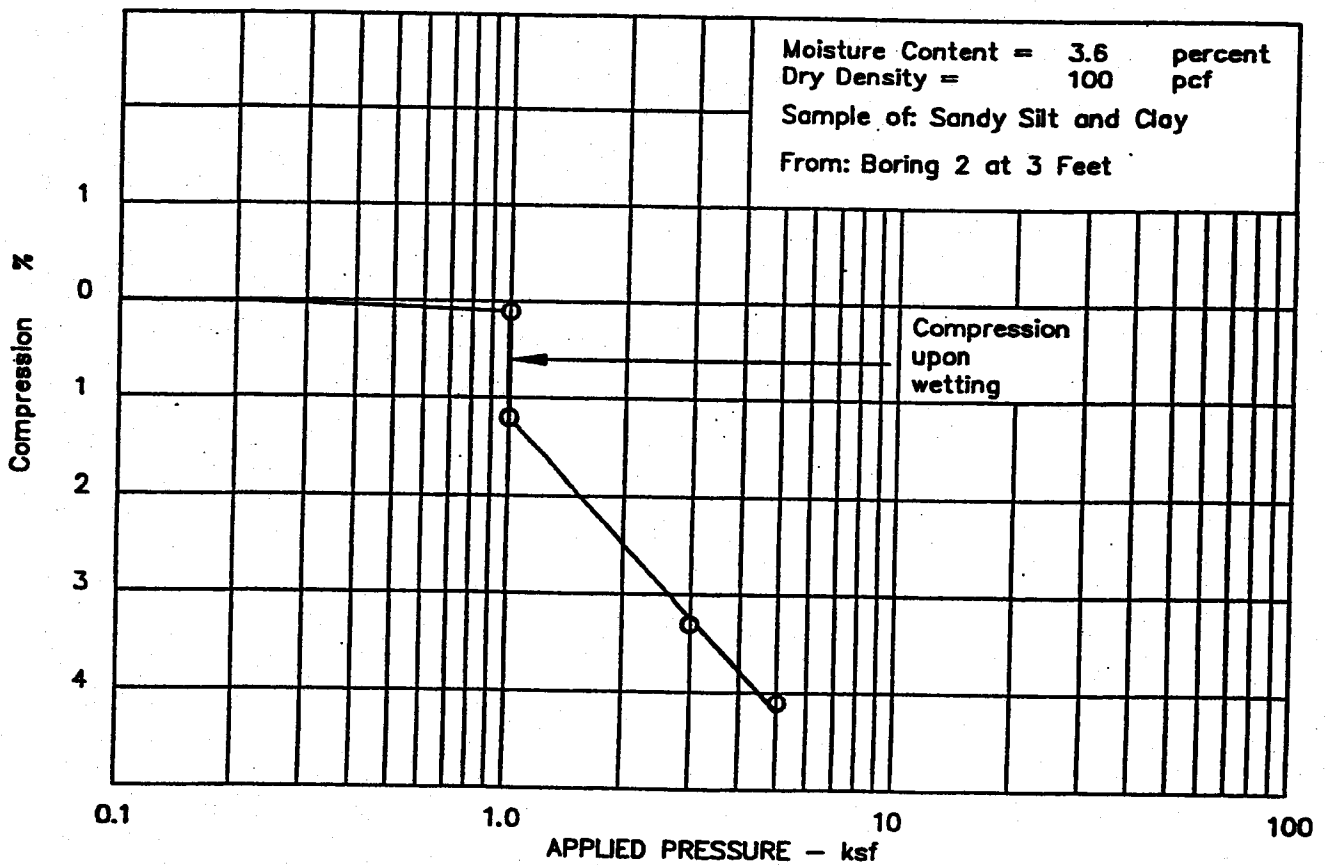
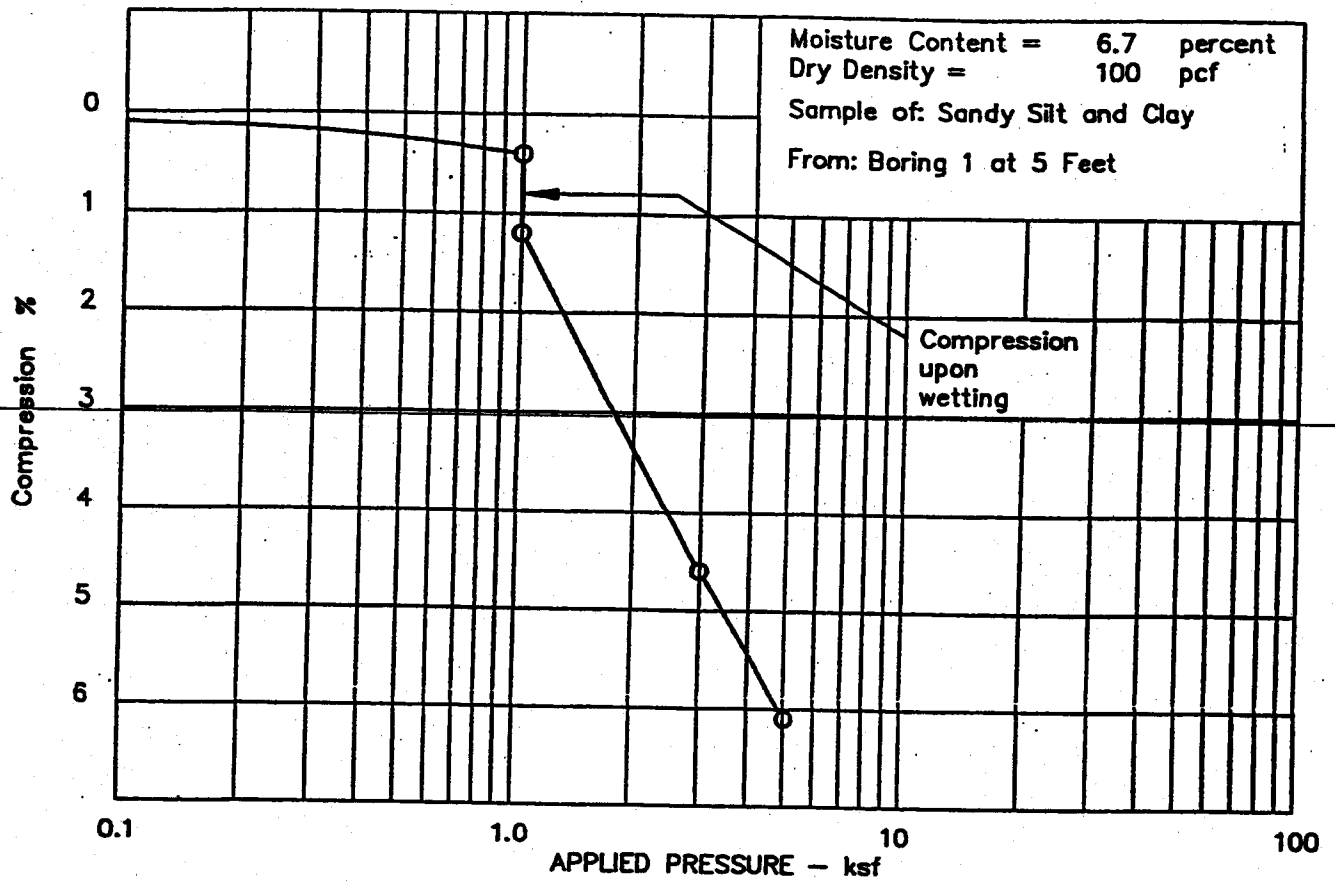
LEGEND:

-  TOPSOIL; organic clayey silt, dry to moist, light brown to dark brown.
-  CLAY (CL); silty, sandy, medium stiff to stiff, slightly moist to very moist, brown, low to medium plasticity, slightly porous and calcareous.
-  SILT AND CLAY (ML-CL); slightly sandy to sandy, medium stiff to stiff, slightly moist, light brown, low plasticity.
-  SILT (ML); sandy, scattered gravel, stiff, moist, light brown.
-  SAND AND SILT (SM-MI); gravelly, some cobbles, loose to medium dense, slightly moist, mixed browns, shale fragments.
-  SAND AND GRAVEL (SM-GM); silty, cobbles, medium dense, slightly moist, brown.
-  GRAVEL, COBBLES AND BOULDERS (GP-GM); slightly silty, sandy, dense, slightly moist to wet below water level, brown, rounded river terrace rock.
-  Relatively undisturbed drive sample; 2-inch I.D. California liner sample.
-  Drive sample; standard penetration test (SPT), 1 3/8-inch I.D. split spoon sample, ASTM D - 1586.
-  Drive sample blow count; indicates that 9 blows of a 140-pound hammer falling 30 inches were required to drive the California or SPT sampler 12 inches.
-  Disturbed bulk sample.
-  Free water level in boring at time of drilling.
-  Caved depth when checked on July 8, 1997.
-  Practical rig refusal. Where shown above bottom of boring, indicates that multiple attempts were made to advance the boring.

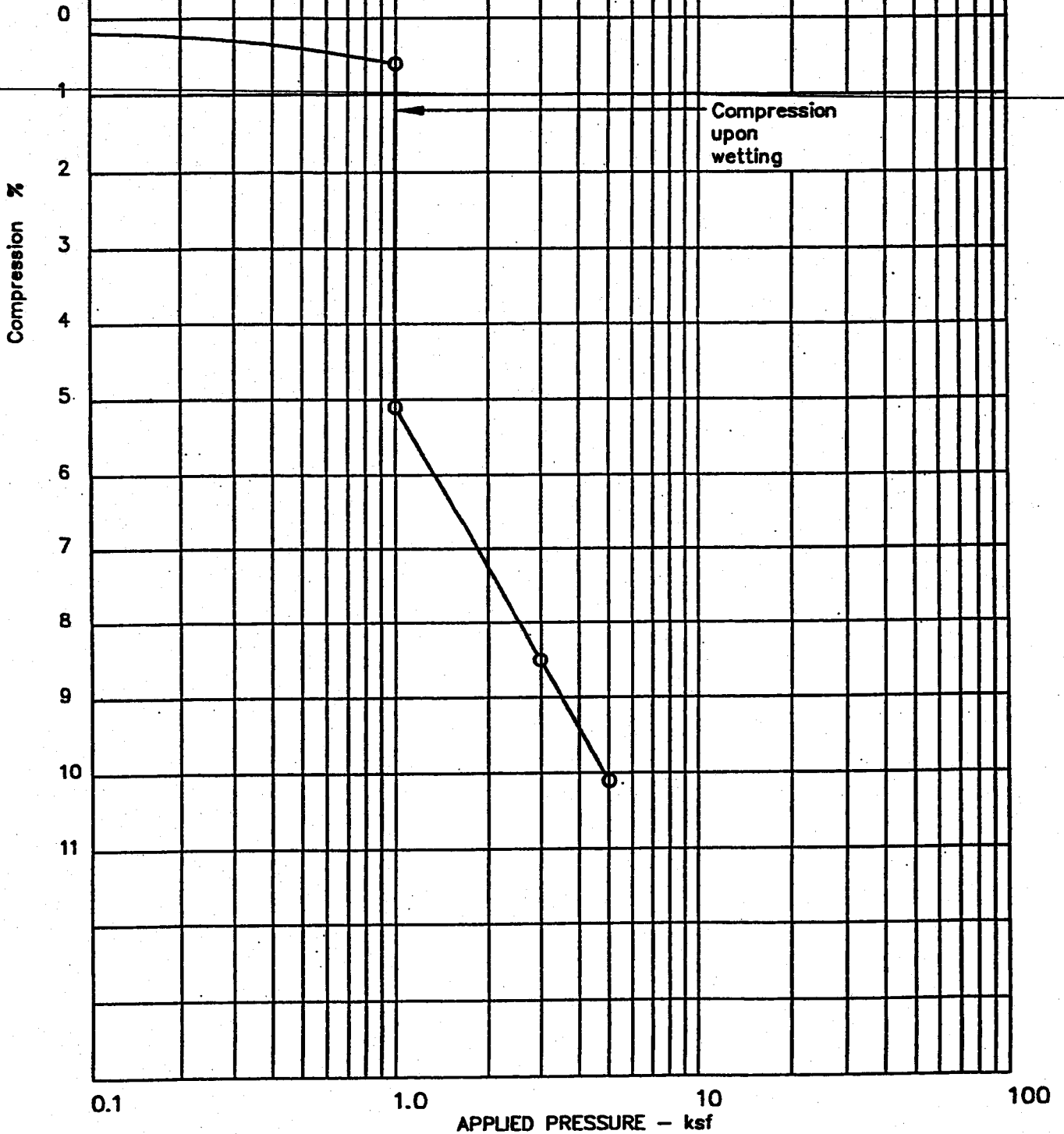
NOTES:

1. Exploratory borings were drilled on July 2, 3 and 8, 1997 with a 4-inch diameter continuous flight power auger.
 2. Locations of exploratory borings were measured approximately by pacing from features shown on the site plan provided by High Country Engineering.
 3. Elevations of exploratory borings were estimated from the contour plan. The logs are drawn to depth.
 4. The exploratory boring locations and elevations should be considered accurate only to the degree implied by the method used.
 5. The lines between materials shown on the exploratory boring logs represent the approximate boundaries between material types and transitions may be gradual.
 6. Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuation in water level may occur with time. No free water was encountered in the borings when checked on July 8, 1997.
 7. Laboratory Testing Results:
 - 200 = Percent passing No. 200 sieve.
 - LL = Liquid Limit (%)
 - PI = Plasticity Index (%)
 - "R" = Hveem "R" Value
- WC = Water Content (%)
 DD = Dry Density (pcf)
 +4 = Percent retained on No. 4 sieve.

197 327	HEPWORTH - PAWLAK GEOTECHNICAL, INC.	LEGEND AND NOTES	Fig. 5
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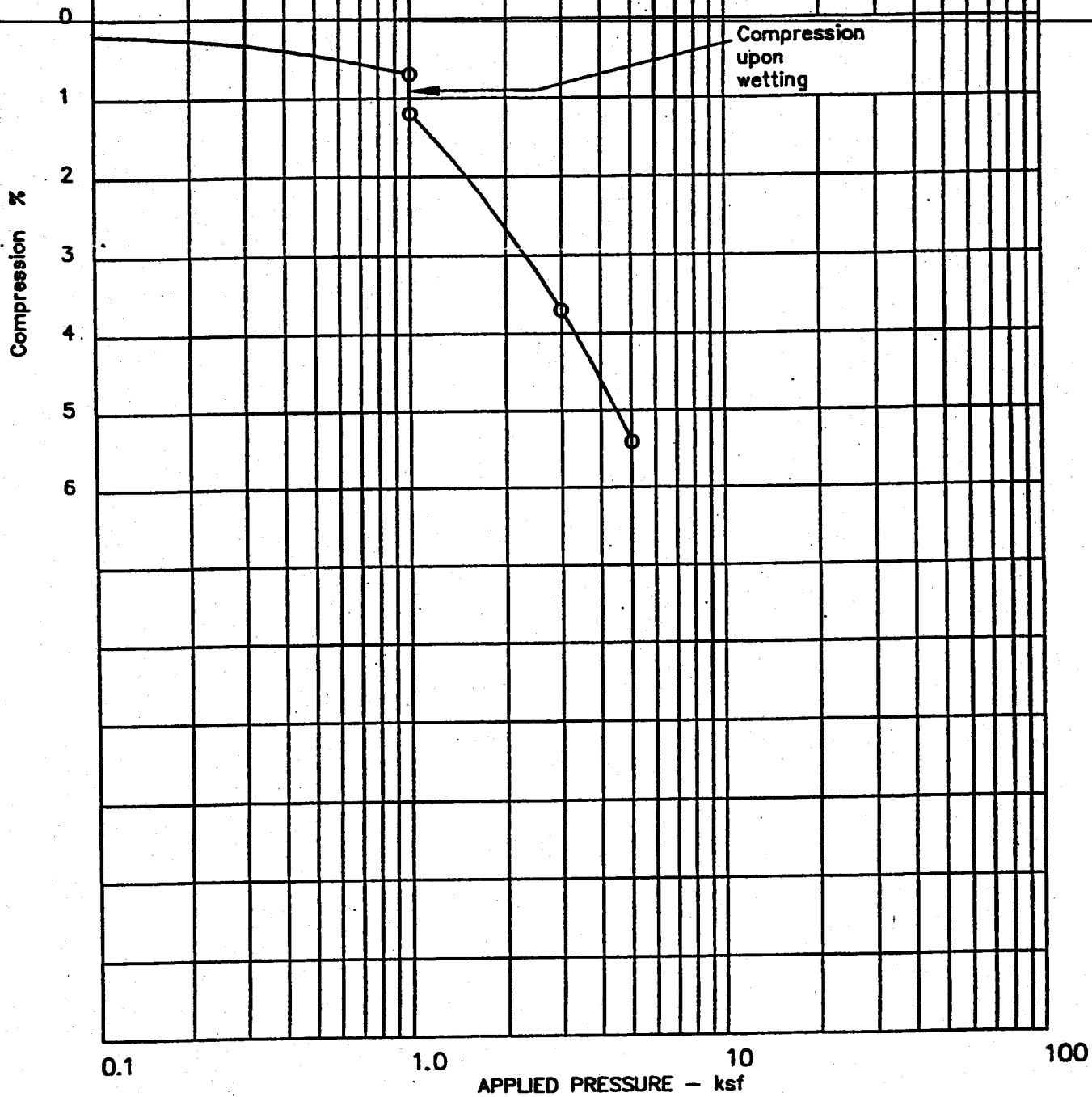


Moisture Content = 3.0 percent
Dry Density Weight = 111 pcf
Sample of: Silty Sand with Gravel
From: Boring 4 at 15 Feet

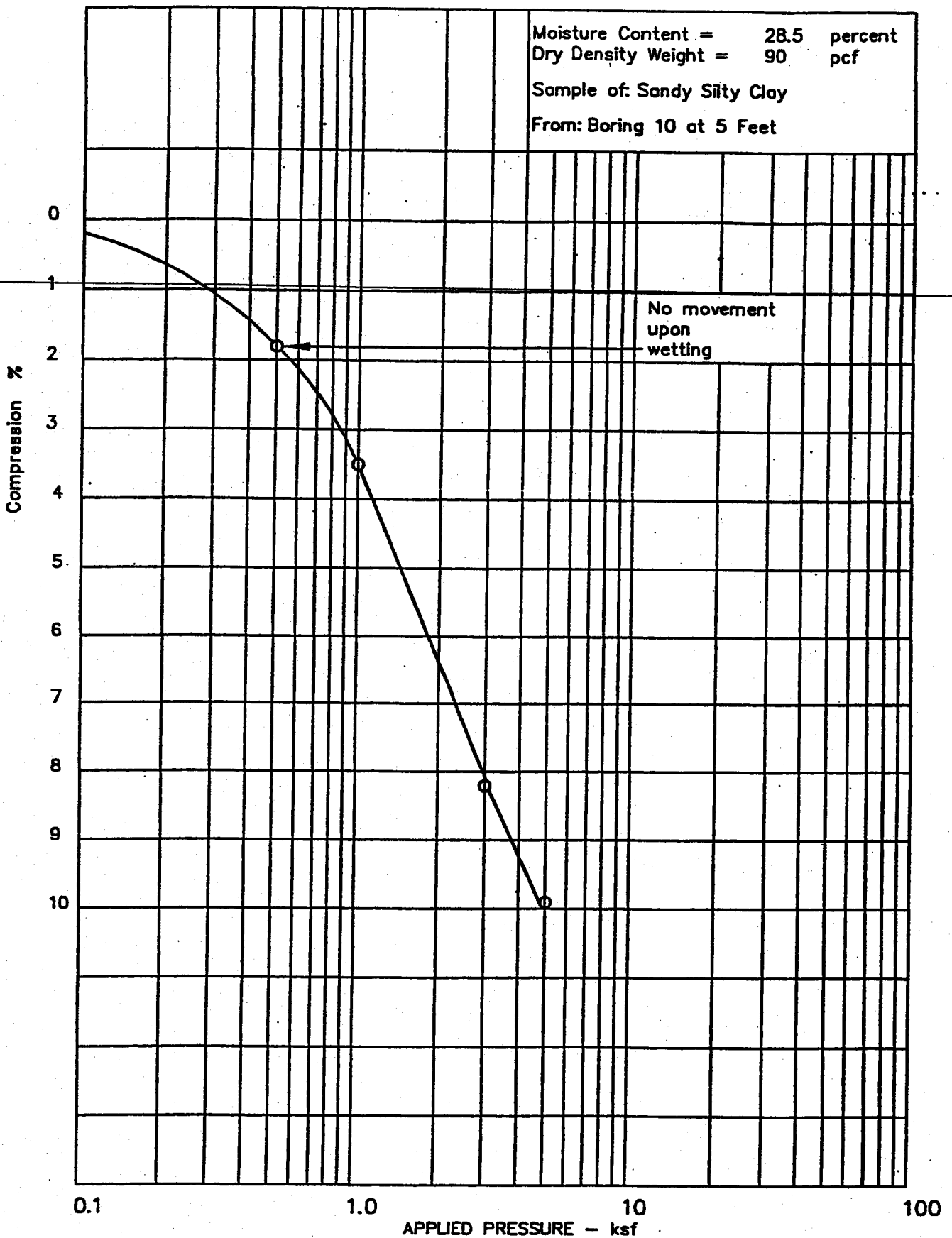


Moisture Content = 7.5 percent
Dry Density Weight = 95 pcf

Sample of: Sandy Silty Clay
From: Boring 5 at 2 Feet



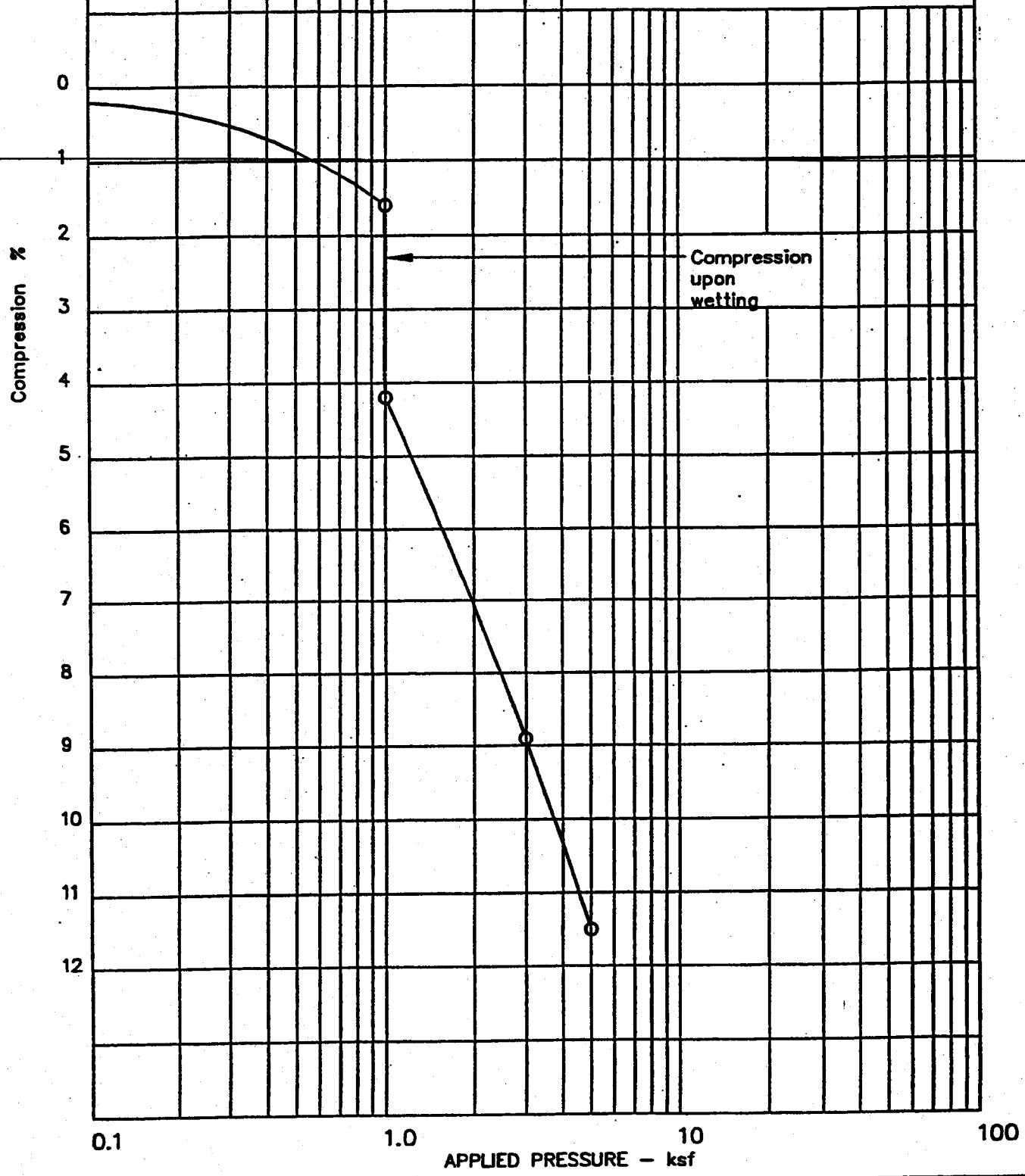
Moisture Content = 28.5 percent
Dry Density Weight = 90 pcf
Sample of: Sandy Silty Clay
From: Boring 10 at 5 Feet

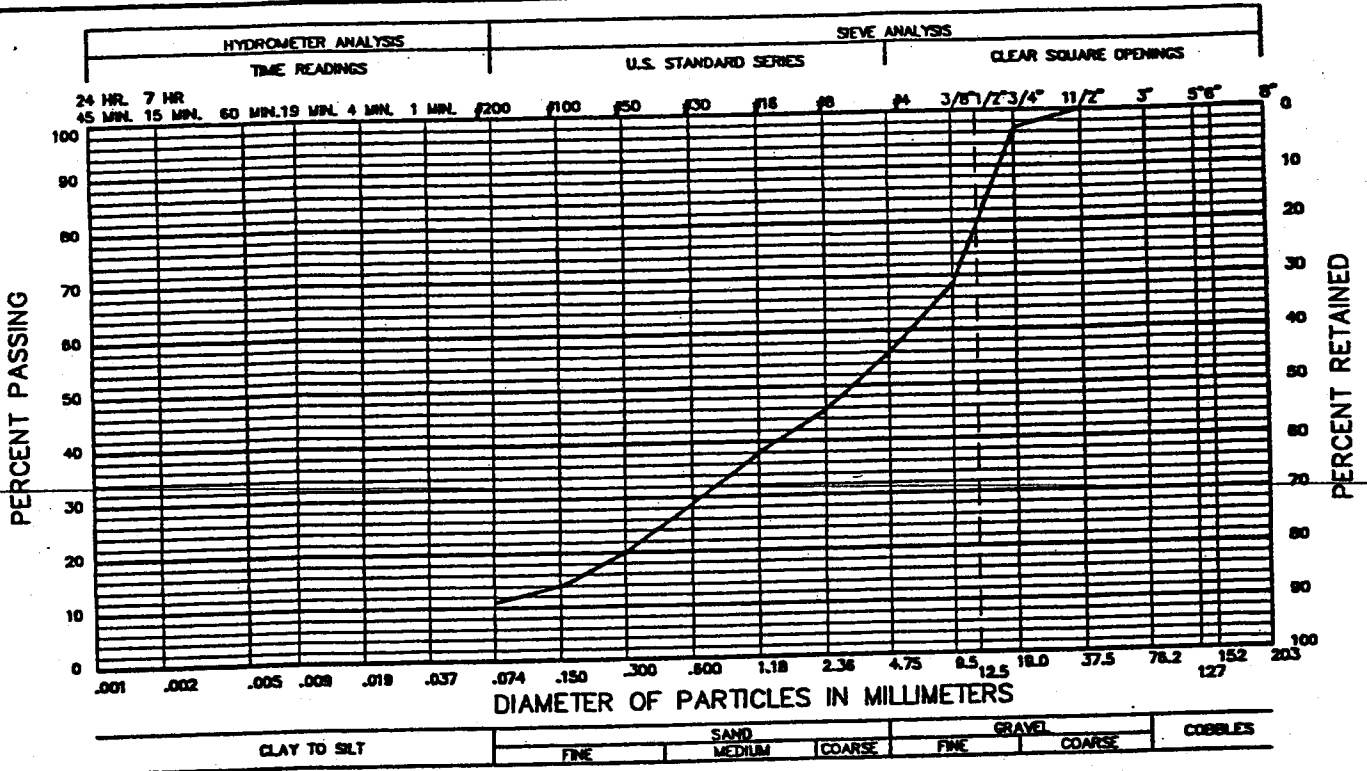


Moisture Content = 11.4 percent
Dry Density Weight = 95 pcf

Sample of Sandy Silt and Clay

From: Boring 11 at 3 Feet

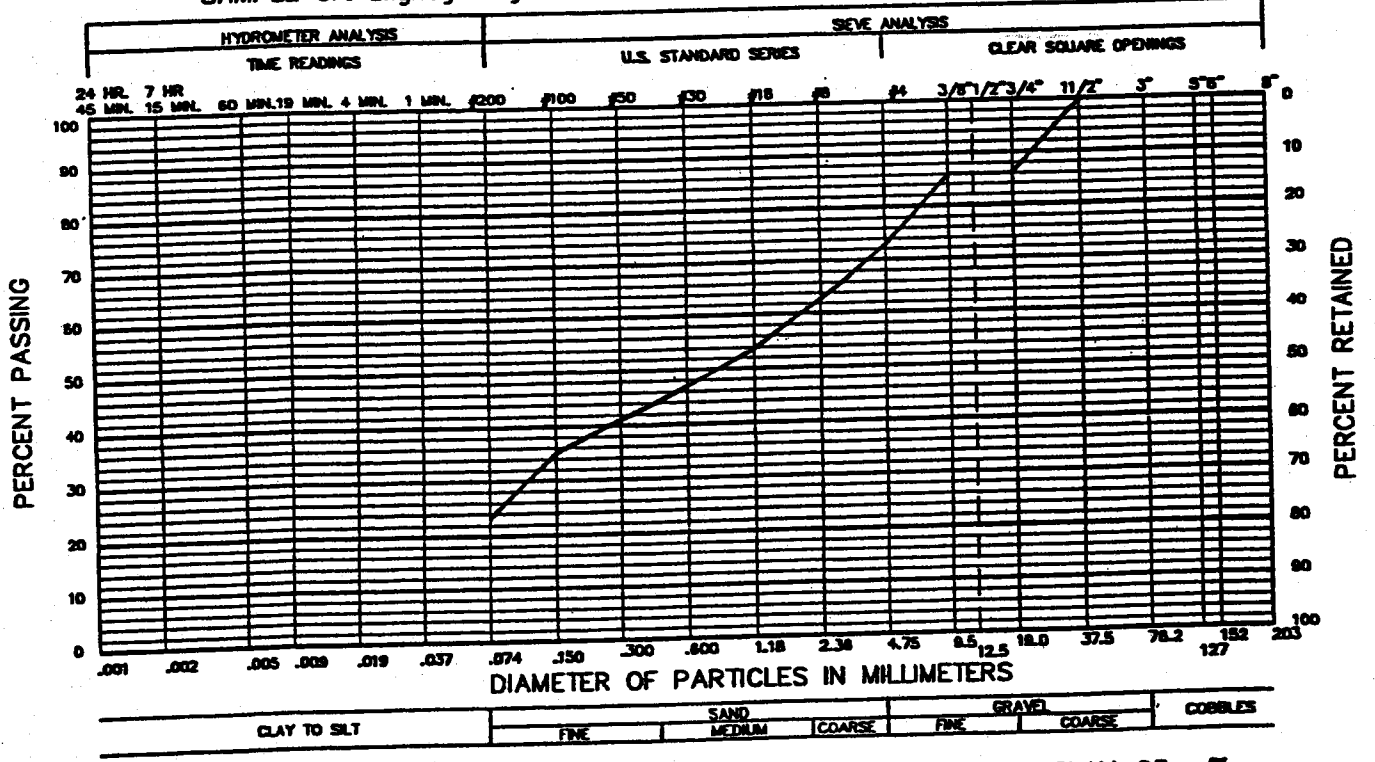




GRAVEL 44 % SAND 45 % SILT AND CLAY 11 %

LIQUID LIMIT % PLASTICITY INDEX %

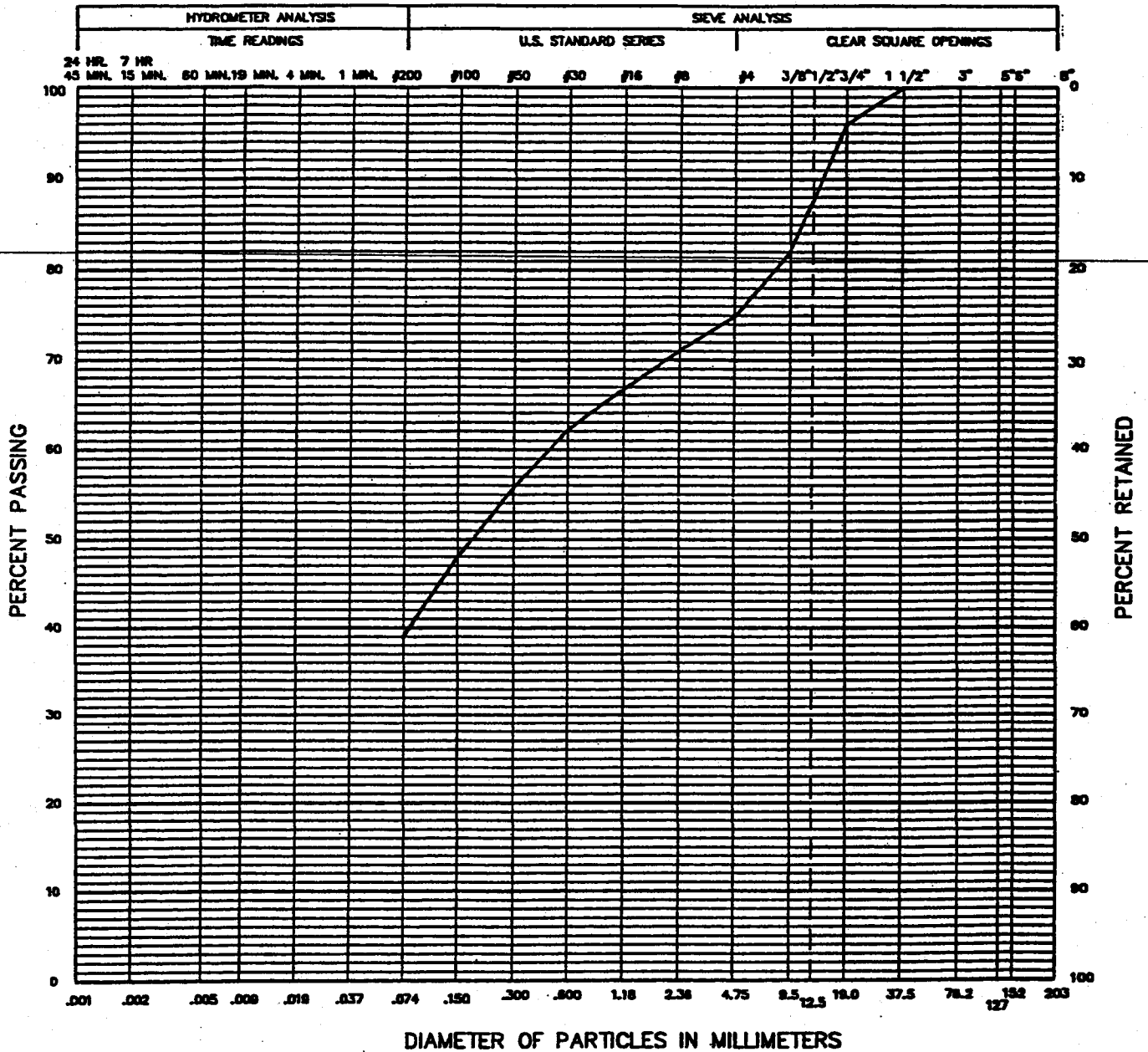
SAMPLE OF: Slightly Silty Sand and Gravel FROM: Boring 7 at 7 and 10 feet Combined



GRAVEL 27 % SAND 50 % SILT AND CLAY 23 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Gravelly Sand FROM: Boring 8 at 10 and 15 Feet Combined



CLAY TO SILT	SAND			GRAVEL		COBBLES
	FINE	MEDIUM	COARSE	FINE	COARSE	

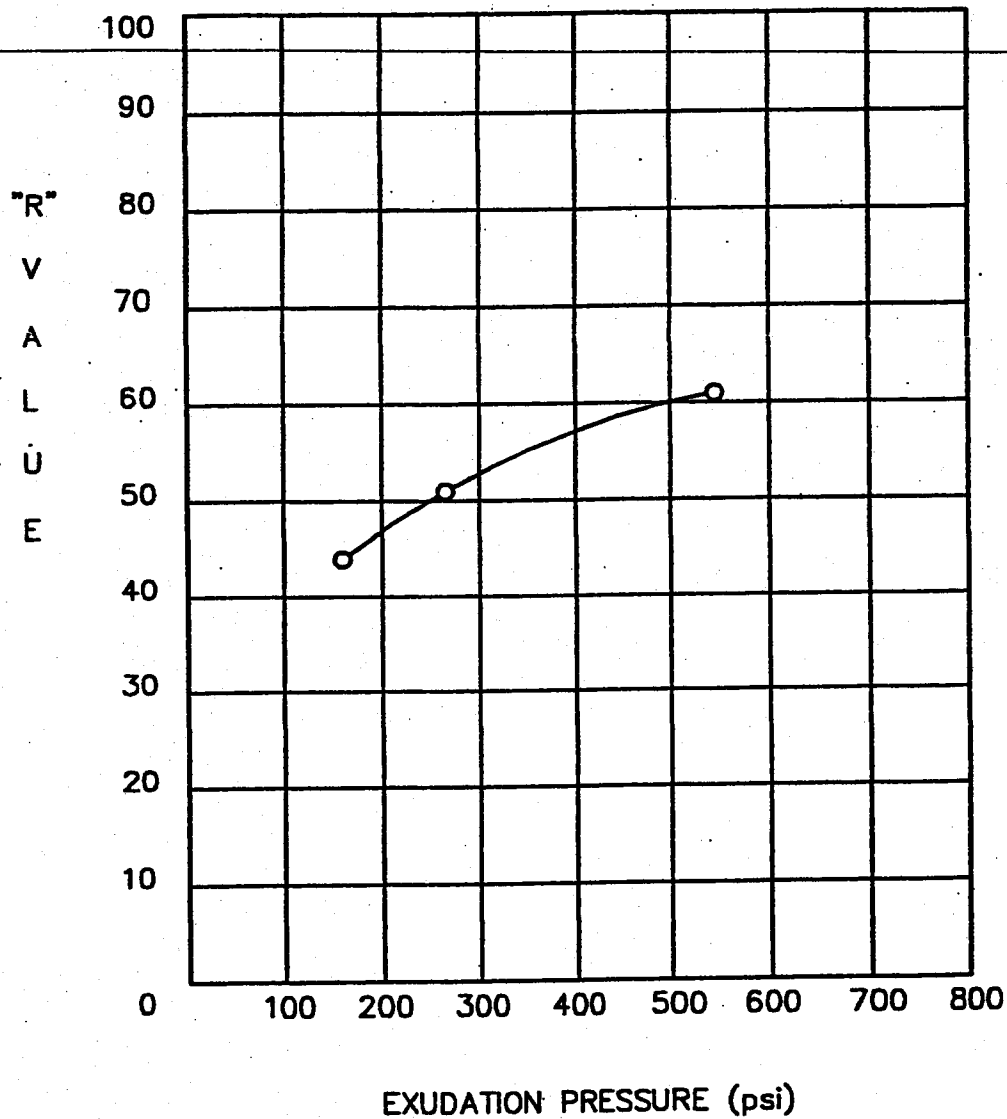
GRAVEL 25 % SAND 36 % SILT AND CLAY 39 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Gravelly Sand FROM: Boring 9 at 10 and 15 Feet Combined

TEST SPECIMEN	1	2	3	4
MOISTURE CONTENT (%)	12.1	13.0	14.7	
DENSITY (pcf)	119	118.4	115.1	
"R" VALUE/EXUDATION PRESSURE (psi)	61/547	51/267	44/159	

"R" VALUE AT 300 psi = 52



SOIL TYPE: Sandy Clayey Silt

SAMPLE LOCATION: Boring 2 at 1 thru 5 Feet

GRAVEL % SAND %

LIQUID LIMIT 23 %

SILT AND CLAY 89 %

PLASTICITY INDEX 6 %

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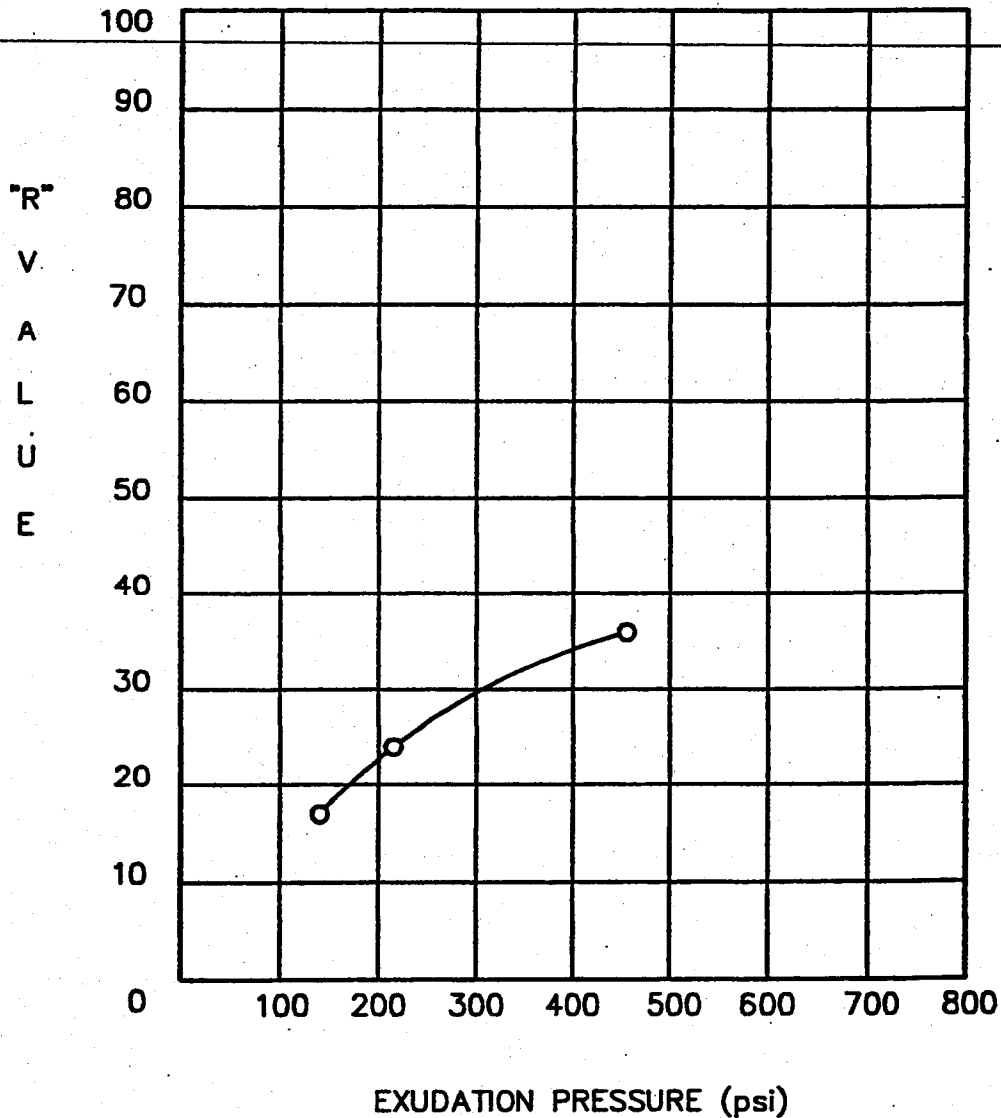
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HVEEM STABILOMETER TEST RESULTS

Fig. 13

TEST SPECIMEN	1	2	3	4
MOISTURE CONTENT (%)	15.1	17.0	18.9	
DENSITY (pcf)	113.3	109.9	101.0	
"R" VALUE/EXUDATION PRESSURE (psi)	36/456	24/216	17/140	

"R" VALUE AT 300 psi = 29



SOIL TYPE: Sandy Clay

SAMPLE LOCATION: Boring 10 at 1 thru 5 Feet

GRAVEL	%	SAND	%	SILT AND CLAY	83	%
LIQUID LIMIT	30	%		PLASTICITY INDEX	12	%

HEPWORTH-PAWLAK GEOTECHNICAL, INC.

TABLE I

SUMMARY OF LABORATORY TEST RESULTS

JOB NO. 197 327

Page 1 of 2

SAMPLE LOCATION		NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (pcf)	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		AASHTO CLASSIFICATION	HVEEM 'R' VALUE	SOIL OR BEDROCK TYPE
BORING	DEPTH (feet)			GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)			
1	2	5.2	91			87					Sandy silt and clay
	5	6.7	100								Sandy silt and clay
2	1-5					89	23	6	A-4(3)	52	Sandy clayey silt
	3	3.6	100								Sandy silty clay
	8	2.9	78			78					Sandy clayey silt
3	1	11.8	119			91	26	11	A-6(8)		Silty clay
	5	26.0	96								Sandy silty clay
4	5	2.2	105			28					Silty sand with gravel
	15	3.0	111								Silty sand with gravel
5	2	7.5	95								Sandy silty clay
6	2	20.2	101			75	27	11	A-6(6)		Sandy silty clay
7	7 & 10 (combined)	1.7		44	45	11					Slightly silty sand and gravel
8	2	5.9	81			63					Sandy silt
	10 & 15 (combined)	1.6		27	50	23					Silty gravelly sand
	30	2.2				39					Silty gravelly sand

HEPWORTH-PAWLAK GEOTECHNICAL, INC.

5020 Road 154
Glenwood Springs, CO 81601

Fax 970 945-8454
Phone 970 945-7988

**SUPPLEMENTARY GEOTECHNICAL STUDY
EVALUATION OF SINKHOLE REMEDIATION
ROSE RANCH DEVELOPMENT
COUNTY ROAD 109
GARFIELD COUNTY, COLORADO**

JOB NO. 197 327

FEBRUARY 12, 1998

PREPARED FOR:

**THE ROSE RANCH LIMITED PARTNERSHIP
ROARING FORK INVESTMENTS, LLC, GENERAL PARTNER
ATTN: RON HEGGEMEIER, MANAGER
1955 EAST MAIN STREET
PARKER, COLORADO 80134-7374**

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

February 12, 1998

The Rose Ranch Limited Partnership
Roaring Fork Investments, LLC, General Partner
Attn: Ron Heggemeier, Manager
1955 East Main Street
Parker, Colorado 80134-7374

Job No. 197 327

Subject: Report Transmittal, Supplemental Geotechnical Study, Evaluation of Sinkhole Remediation, Rose Ranch Development, County Road 109, Garfield County, Colorado.

Dear Mr. Heggemeier:

As requested, we have conducted additional subsurface exploration in the subsidence areas of the proposed development.

Seven borings and six trenches were excavated in the probable sinkhole and smaller depression areas. Subsurface conditions encountered in the borings and trenches are generally similar to those previously encountered throughout the development area. The subsoils encountered in Borings 14 and 17 drilled in sinkholes appeared loose, possibly due to ground subsidence. The other borings did not appear to have encountered loose subsoils. Trench 2 encountered a depression about 7 feet deep in the gravel alluvium which could be due to caving of the soils into a void in the underlying Eagle Valley Evaporite. The other trenches found a fairly uniform contact with the gravel alluvium and no indication of subsurface voids.

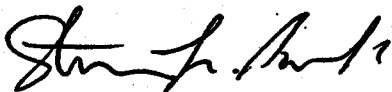
The sinkhole areas shown on Fig. 1 should be avoided with buildings, buried water and sewer utilities and other settlement sensitive structures. There could be localized settlement and distress in areas affected by the small depressions. Mat foundations could be used to limit the potential for building settlement and distress. Other recommendations with respect to development in the sinkhole areas are presented in the report.

The report which follows describes the additional exploration, summarizes our findings, and presents our recommendations suitable for planning and preliminary design. We should provide further consultation as the design progresses to review and monitor the implementation of the geotechnical recommendations.

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

Sincerely,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.



Steven L. Pawlak, P.E.

Rev. by: DEH

SLP/ro

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FIGURE 6 - TRENCH 4 AND 5 PROFILES

FIGURE 7 - TRENCH 1 AND 6 PROFILES

TABLE I - SUMMARY OF LABORATORY TEST RESULTS

PURPOSE AND SCOPE OF STUDY

This report presents the results of a supplemental geotechnical study for the proposed Rose Ranch Development, County Road 109, Garfield County, Colorado. The project site is shown on Fig. 1. The purpose of the study was to assess the possible cause(s) of ground subsidence and provide recommendations for possible remediation methods in the proposed development area. The study was conducted in accordance with our proposal for geotechnical engineering services to The Rose Ranch Limited Partnership, dated November 17, 1997. We previously conducted a geotechnical study for planning and preliminary design of the Rose Ranch Development and presented our findings in a report dated October 29, 1997, Job No. 197 327.

A field exploration program consisting of exploratory borings and trenches was conducted to obtain information on the site and subsurface conditions in the sinkhole and depression areas. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification and other engineering characteristics. The results of the field exploration, laboratory testing and previous geologic mapping were analyzed for possible remediation methods or options to develop in the sinkhole and depression areas. This report summarizes the data obtained during this study and presents our conclusions and recommendations based on the proposed construction and subsurface conditions encountered.

PROPOSED CONSTRUCTION

Rose Ranch Development will be similar to that described in our October 1997 report. In general, it will be a golf course and residential development with about 292 living units. An infrastructure of roads and utilities will service the development. A series of streams and ponds are proposed throughout golf course and residential areas located between County Road 109 and the Roaring Fork River.

FIELD EXPLORATION

Areas of apparent subsidence were selected for subsurface exploration. Exploratory borings were generally drilled in the sinkholes suspected to be caused by voids or cavities in the underlying Eagle Valley Evaporite. Trenches were dug in

smaller depressions suspected to be caused by localized piping in the fine grained overburden soils or smaller subsurface cavities. Seven exploratory borings were drilled between December 16, 1997 and January 6, 1998 at the locations shown on Fig. 1. The trenches were dug with a rubber tired backhoe on December 23, 1997. The borings were advanced with 4 inch and 7 1/4 inch diameter continuous flight auger powered by Mobile B-80 and Longyear BK-51HD drill rigs. Borings 13 and 14 were drilled with 4 inch diameter casing advancer. The borings and trenches were logged by a representative of Hepworth-Pawlak Geotechnical, Inc.

Samples of the subsoils were taken with 1 3/8 inch and 2 inch I.D. spoon samplers. The samplers were driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the drive samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figs. 2 and 3. The bottom 8 feet of Boring 13 was advanced with a diamond bit which recovers a 1 7/8 inch core sample. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered in the additional borings are shown on Figs. 2 and 3 and the profiles of the trenches at the site are shown on Figs. 5 through 7. The subsurface conditions are generally similar to those previously encountered throughout the development area. Below the topsoil, the subsoils consist of sandy silt and clay overlying relatively dense, sandy gravel, cobbles and boulders (river alluvium). At Borings 14 and 17, drilled in sinkholes, the subsoils appeared loose, possibly due to ground subsidence. The other borings did not appear to have encountered loose subsoils. The trenches were dug in areas expected to encounter the river gravel alluvium at relatively shallow depth. Trench 2 encountered a depression about 7 feet deep in the gravel alluvium (see Fig. 5). The other trenches found a fairly uniform contact with the gravel alluvium. At the ground depression area of the trench, old fill (including saw dust and hay bale cord) and topsoil were found extending

between 3 to 7 feet below the adjacent unaffected ground surface. Below that level no indication of subsurface voids was encountered.

Laboratory testing performed on samples obtained from the borings included natural moisture content and density, unconfined compressive strength and finer than sand size gradation analyses. The laboratory testing results are summarized in Table I.

Free water was encountered in Borings 13, 14 and 17 between depths of 16 to 43 feet. Water was measured in Boring 16 at 4 feet depth when checked about one month after drilling. Free water was not encountered in Borings 15, 18 and 19 nor in the trenches.

CONCLUSIONS AND RECOMMENDATIONS

The findings of our previous report with respect to potential subsidence throughout the development area are considered applicable to the current study. The following conclusions and recommendations are presented for the areas of additional subsurface exploration.

SINKHOLES

The sinkhole areas shown on Fig. 1 (revised February 1998) should be avoided with buildings, roadways, underground utilities and other settlement sensitive structures. These are in the areas of Borings 14 through 18. Roads can often be constructed over sinkholes after they are backfilled but because of possible future subsidence, settlement sensitive utility lines should still avoid the sinkhole area. The surface limits of each sinkhole should be field staked and survey located. In general, the avoidance areas of the sinkhole should be another 20 feet beyond the staked limit. We should review the setback conditions as part of the preliminary subdivision plat design.

The two previously mapped sinkholes in the area of Boring 13 and Trench 5, and possibly the mapped sinkhole north of Boring 6 appear to be the result of surface erosion near the top of the terrace escarpment. These areas contain variable subsoil conditions which may still warrant avoiding these areas with buildings. The large disturbed area at Boring 19 was reportedly graded for deep exploration drilling. Our

boring did not encounter loose soils which would be expected for such a large depression. A road cul-de-sac is proposed to generally overlie this depression and will be avoided by building sites. Additional subsurface exploration could be conducted in this depression for the subdivision plat design or during construction.

SMALLER DEPRESSIONS

Trenches 1-4 and 6 were excavated in existing small surface depressions to assess their depth and configuration. Trench 5 was excavated across a previously mapped sinkhole at Boring 13. The profiles, presented on Figs. 5, 6, and 7 indicate a relatively uniform contact with the underlying gravel alluvium except at Trench 2 where a depression about 7 feet deep was found. The surface depressions were generally found to contain topsoil and man-placed fill containing layers of saw dust up to about 2 feet thick. Some of the small depressions appeared open to water flow and others appeared to have been sealed by backfilling with soil and sawdust. The open depressions could be due to active subsurface erosion (piping). The risk of localized settlement and building distress could be reduced by backfilling and sealing the depressions against surface water infiltration. A mat foundation capable of withstanding localized loss of support should be considered where bearing is on the upper silt and clay soils and where the gravel bearing depth is erratic (such as at Trench 2). Spread footings in the deeper excavations that extend into the underlying dense gravels found at a uniform depth across the building area should be acceptable. Site specific studies should be conducted for the building design by the individual lot owners.

LIMITATIONS


This study has been conducted according to generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either expressed or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the field reconnaissance, review of published geologic reports, the exploratory borings and trenches located as shown on Fig. 1, the proposed type of construction and our experience in the area. Our findings include interpolation and extrapolation of the subsurface conditions identified at the

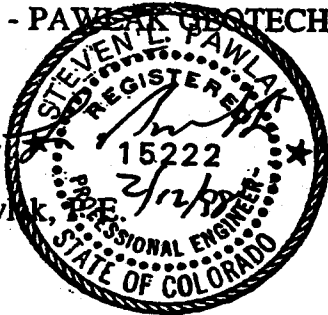
exploratory borings and trenches and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.


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

Respectfully Submitted,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.


Steven L. Pawlak, P.E.
Reviewed by:





Daniel E. Hardin, P.E.

SLP/ro

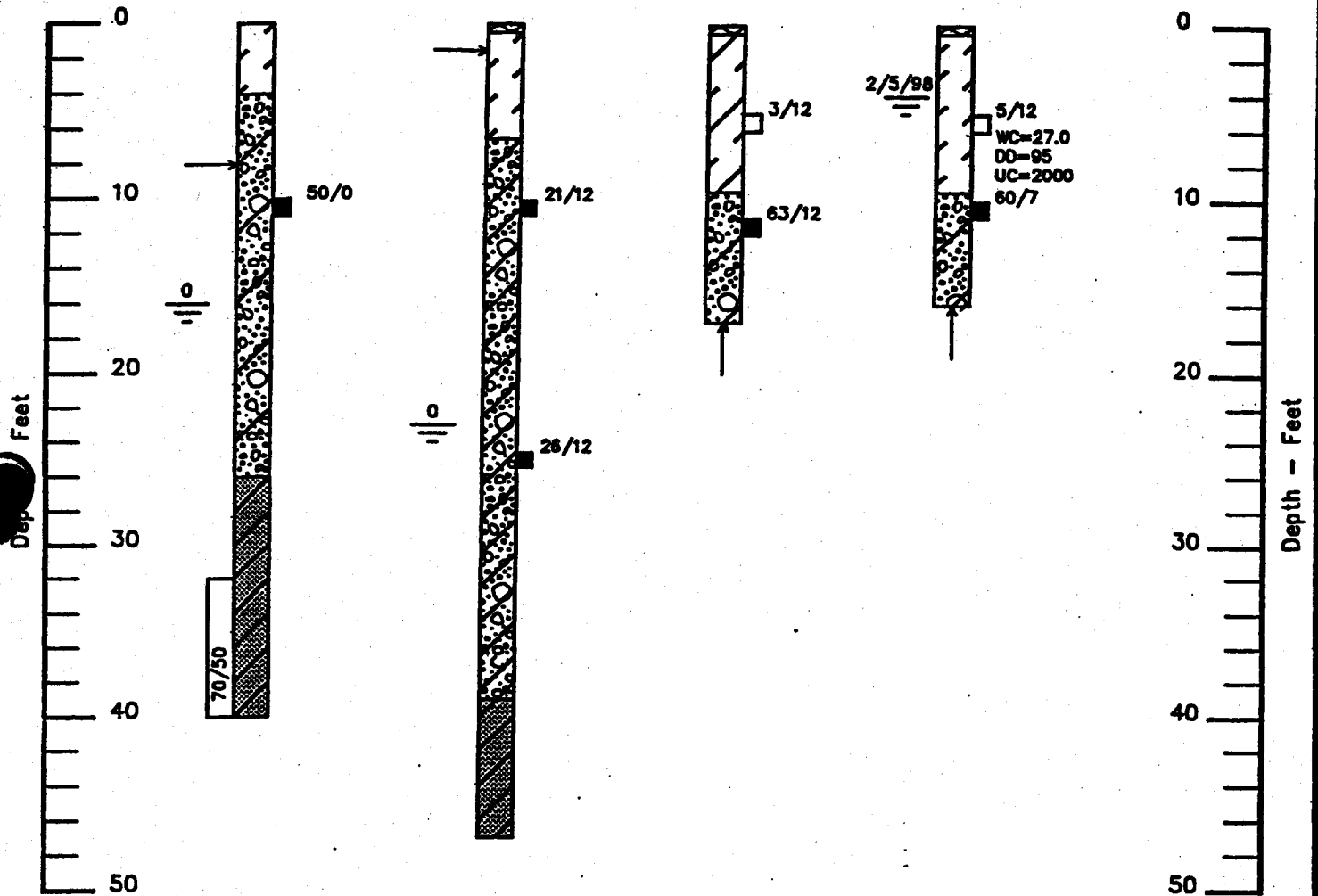
cc: High Country Engineering - Attn: Joe Hope
Norris Dullea Company
Eldon Van Ohlen

BORING 13
ELEV. = 5912.3'

BORING 14
ELEV. = 5923.1'

BORING 15
ELEV. = 5929.5'

BORING 16
ELEV. = 5942.4'

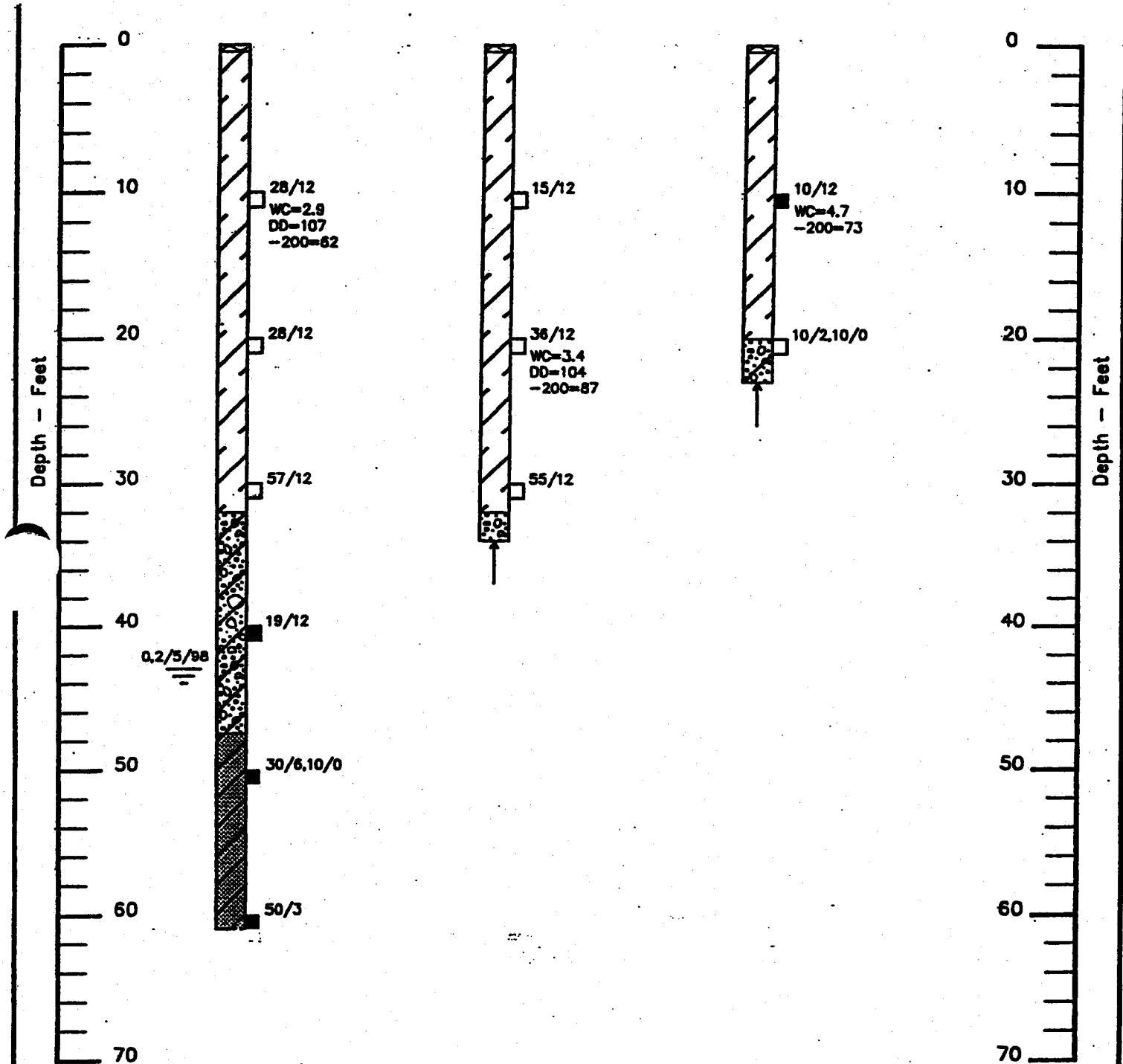


Note: Explanation of symbols is shown on Fig. 4.

BORING 17
ELEV. = 6004.1'














BORING 18
ELEV. = 6003.5'

BORING 19
ELEV. = 6036.5'



Note: Explanation of symbols is shown on Fig. 4.

LEGEND:

-  TOPSOIL; organic silt and clay, medium to dark brown, frozen.
-  SILT AND CLAY (ML-CL); sandy, scattered gravel, stiff to very stiff, slightly moist, light brown, slightly calcareous and porous.
-  CLAY (CL); silty, sandy, medium to stiff, moist, brown, low plasticity.
-  SAND AND GRAVEL (SM-GM); silty, scattered cobbles, silt and clay layers, loose to medium dense, moist to wet with depth, brown.
-  GRAVEL, COBBLES AND BOULDERS (GM-GP); slightly silty, sandy, dense, slightly moist to wet below water level, brown, rounded river terrace rock.
-  SILTSTONE-SANDSTONE-CLAYSTONE; Eagle Valley Evaporite, hard to very hard, moderately to non-cemented, mixed gray, red, and brown.
-  Relatively undisturbed drive sample; 2-inch I.D. California liner sample.
-  Drive sample; standard penetration test (SPT), 1 3/8-inch I.D. split spoon sample, ASTM D - 1586.
-  Drive sample blow count; indicates that 28 blows of a 140-pound hammer falling 30 inches were required to drive the California or SPT sampler 12 inches.
28/12
-  Depth to free water at time of drilling and when checked on February 5, 1998.
2/5/98
-  Practical rig refusal.
-  Caved depth when checked on February 5, 1998.
-  Section advanced with NX continuous core using water for circulation. 70/50 indicates core recovery/RQD.

NOTES:

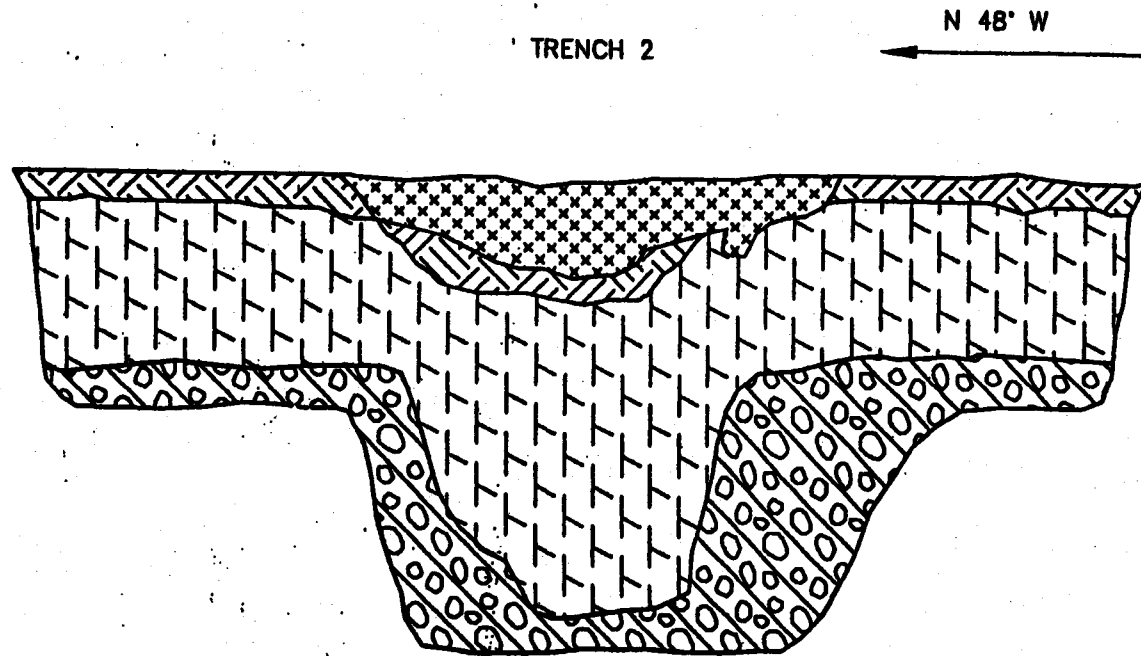
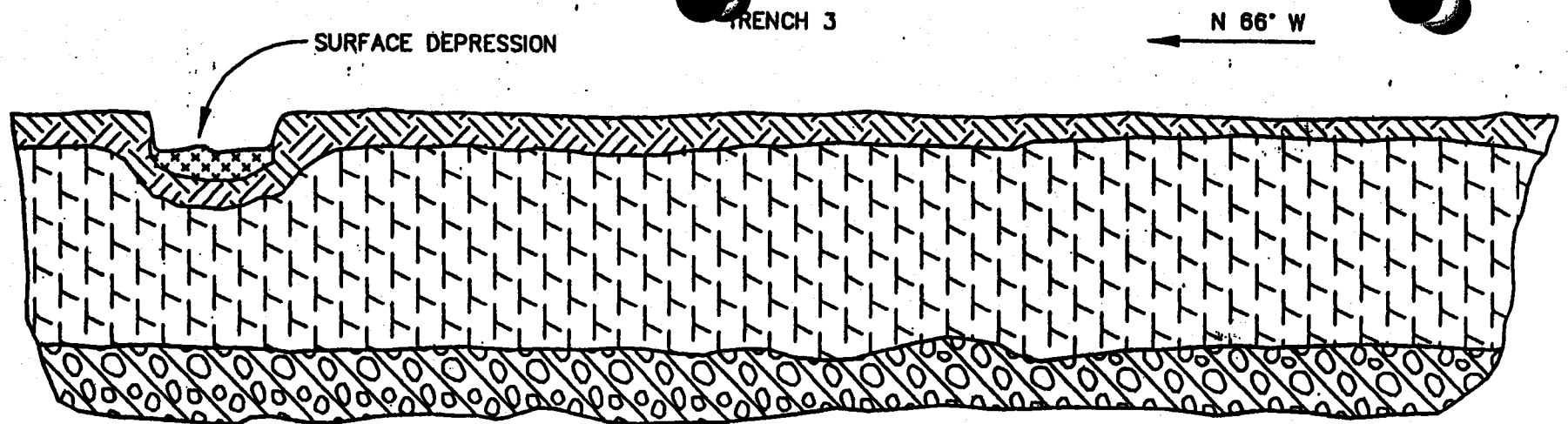
1. Exploratory borings were drilled on December 16-30, 1997 and January 6, 1998. Borings 13 and 14 used 4-inch casing advancer. Borings 15-19 used 7 1/4 inch hollow stem auger and 4-inch diameter continuous flight auger.
2. Locations of exploratory borings were provided by High Country Engineering.
3. Elevations of exploratory borings were provided by High Country Engineering.
4. The exploratory boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the exploratory boring logs represent the approximate boundaries between material types and transitions may be gradual.
6. Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuation in water level may occur with time.
7. Laboratory Testing Results:
 - WC = Water Content (%)
 - DD = Dry Density (pcf)
 - 200 = Percent passing No. 200 sieve.
 - UC = Unconfined Compressive Strength (psf)

197 327

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GEOTECHNICAL, INC.





TRENCH 2 AND 3 PROFILES

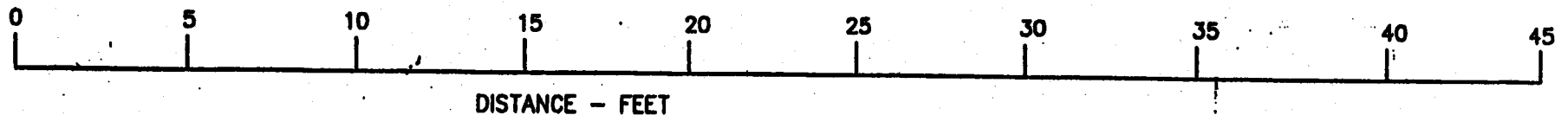
FIG. 5



NOTE: HORIZONTAL AND VERTICAL
SCALES ARE EQUAL.

LEGEND:

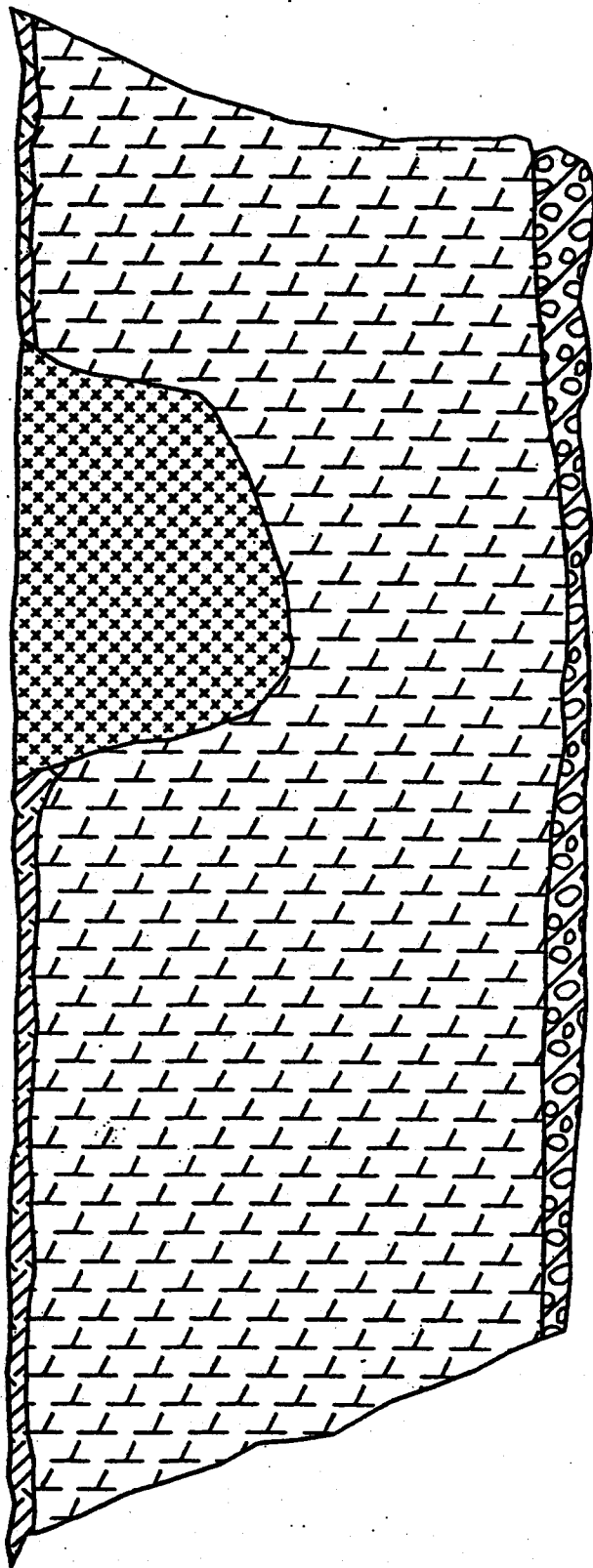
-  FILL; sandy silt and clay, loose, moist, dark brown, saw dust and some trash.
-  TOPSOIL; slightly sandy silty clay, organics, roots, dark brown, frozen at surface.
-  CLAY (CL); silty, sandy, medium stiff, moist, brown, low plasticity, non-stratified.
-  GRAVEL AND COBBLES (GP-GM); sandy, silty, scattered boulders, dense, possibly loosened below depression in Trench 2, moist, brown.









S 58° E

TRENCH 4

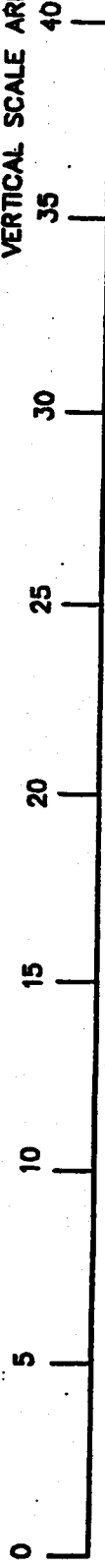
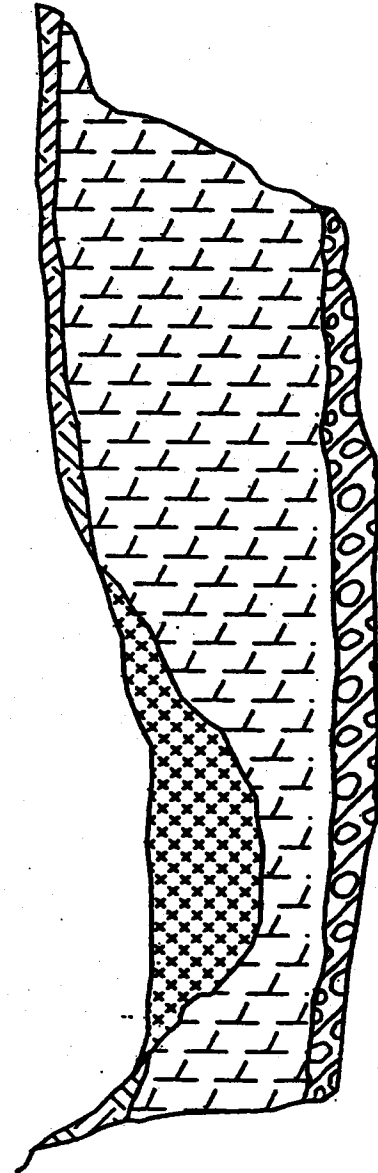


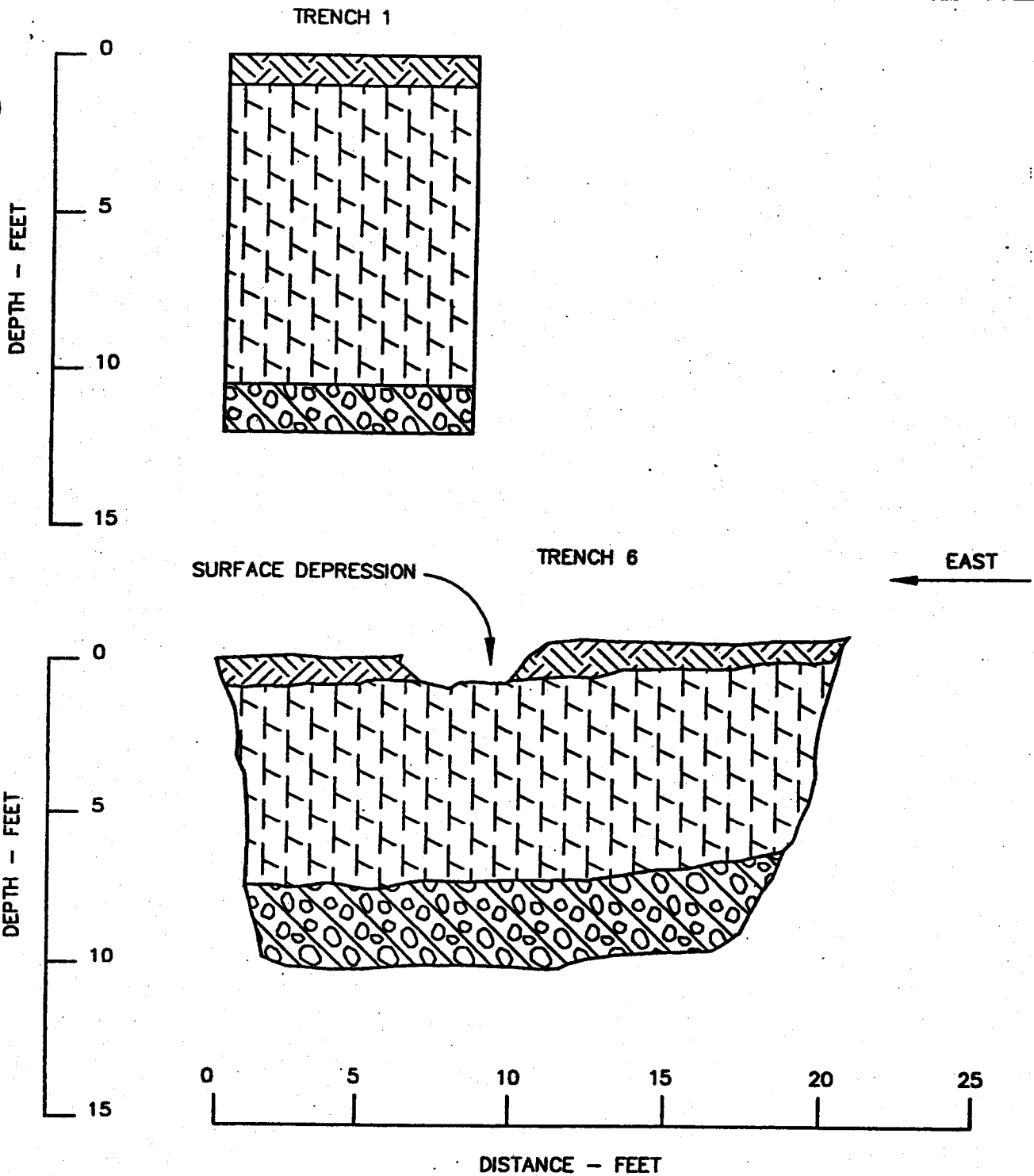
-  FILL; sandy silt and clay, loose, moist, dark brown, saw dust and some trash.
-  TOPSOIL; slightly sandy silty clay, organics, roots, moist, dark brown.
-  CLAY (CL); silty, sandy, medium stiff, moist, brown.
-  GRAVEL (GP-GM); sandy, silty, with cobbles, relatively dense, moist, brown.

NOTE: HORIZONTAL AND VERTICAL SCALE ARE EQUAL

N 75° E

TRENCH 5





LEGEND:



TOPSOIL; sandy silt and clay, organics, roots, moist, dark brown.



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



GRAVEL (GP-GM); sandy, silty, occasional small boulders, relatively dense, moist, brown.

EVO CONSULTING SERVICES, INC.
-ELDON VON OHLEN

7939 E. ARAPAHOE RD., SUITE 200
ENGLEWOOD, CO 80112
(303)779-1800 PHONE
(303)741-9174 FAX

February 12, 1998

To: Garfield County Commissioners,
Planning Commission, and Staff

Re: Geotechnical and General Engineering Observations - Rose Ranch

Gentlemen:

This letter is intended to provide added clarification to certain Engineering issues pertinent to the proposed development of the Rose Ranch.

A. Wetlands/floodplain encroachment

This submittal completely removes all proposed lots from identified wetlands and from the FEMA designated floodplain.

B. Geotechnical Issues
1. Soils subsidence

The Geotechnical report, prepared by Hepworth-Pawlak in October 1997, identified certain soils, specifically colluvium and alluvial fans, which may subside when wetted. Only the alluvial fans will be developed as building sites.

A variety of proven mitigation techniques, as outlined in the afore referenced report, including individual building site investigations, engineered foundation systems, installation of an underdrain system and specific attention to surface drainage details, will be incorporated into final engineering designs.

In addition all ponds and streams and/or ditches will have impervious linings which will nearly eliminate seepage from these facilities and thus prevent wetting of the underlying soils. These linings may be covered with cobblestones and/or gravel for aesthetic reasons and to reflect a natural look.

With the elimination of seepage from the water features and the use of other proven mitigation techniques the alluvial fans can be developed as building sites.

2. Cut and fill/grading/terraces

The revised plan has been designed to minimize impacts on the Robertson Ditch and the natural terraces (escarpments) present on the Ranch. Streets generally are parallel to the terraces, with limited crossings, mostly perpendicular to these terrain features. While grading will be essential to the development of the golf course and many of the lots, the majority of the terraces and/or escarpments will remain in their natural state.

3. Sink holes.

The geotechnical report dated October '97 referenced a number of possible sink holes and also referenced with x's other surface anomalies probably caused by shallow sub surface piping. In order to provide better definition of these issues a boring and trenching program was authorized. The results are discussed in a supplementary report dated February '98, also by Hepworth-Pawlak.

This report identifies six sinkholes. However, many are in areas where they are not an impediment to development. One sinkhole is located in the southeast corner of the property, west of the river, and below the Robertson Ditch. This area will remain undeveloped.

There is another identified sinkhole, in the top of the river terrace north of boring hole #6. The report has removed sinkhole designation from other areas near boring hole #13, but still expresses concern. All of these areas, depending on the exact final location of lot lines, are either outside of the lots or at the extreme rear of the lots. The building envelope will be more than 20 feet from these areas of concern and no construction of any kind is expected near them.

The sinkhole located at boring hole #17 will be at the edge of the fairway for golf hole #13, outside of any lots, in an area which essentially is undeveloped.

The sinkhole located at boring hole #14 is in the rear of a large lot. The building envelope will be established carefully to provide the minimum 20 foot clearance from the edge of the sinkhole to the house.

Finally, the anomalies located by boring holes 6 and 16 will remain in undeveloped open space.

In conclusion, the current plan addresses all identified sinkholes, eliminating the placement of utility lines, building foundations, and any other construction, over or in, the identified sinkholes. Building construction will be further restricted, by placement of building envelopes, to a minimum of 20 feet from the surveyed limits of the sinkhole, all in accordance with the geotechnical recommendations.

4. Smaller depressions

Stabilization of the smaller depressions will be incorporated into the grading plans. Houses will

have individually, site specific, engineered foundation designs, appropriate to the conditions of the particular lot.

Sincerely,

Eldon Von Ohlen

Eldon Von Ohlen, P.E.

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

September 10, 1998

The Rose Ranch Limited Partnership
Roaring Fork Investments, LLC, General Partner
Attn: Ron Heggemeier, Manager
1955 East Main Street
Parker, Colorado 80134-7374

Job No. 197 327

Subject: Report Transmittal, Supplemental Geotechnical Study, Evaluation of Collapse Potential, Rose Ranch Development, County Road 109, Garfield County, Colorado.

Dear Mr. Heggemeier:

As requested, we have conducted additional subsurface exploration in the deeper non-irrigated debris fan areas of the proposed development for evaluation of collapse potential. A reconnaissance of the proposed tank site to the west of County Road 109 was also made.

Two of the borings previously drilled in the historically non-irrigated areas were deepened to dense gravel alluvium. Gravelly sand and silt soils, generally similar to those previously reported, were encountered to depths of 75 and 59 feet in Borings 4 and 9, respectively. Laboratory testing performed on samples taken from the borings indicate the soils generally have moderate to low collapse potential with depth. Groundwater appears to have been encountered at a depth of 45 feet at Boring 9.

The collapse potential of the subsoils encountered in the additional borings appears consistent with our previous findings for the non-irrigated areas. Mitigation methods to limit the effects of post-construction wetting are presented in the report. The proposed tank site should be feasible based on geotechnical considerations.

The report which follows describes the additional exploration, summarizes our findings, and presents our recommendations suitable for planning and preliminary design. We should provide further consultation as the design progresses to review and monitor the implementation of the geotechnical recommendations.

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

Sincerely,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.



Steven L. Pawlak, P.E.

Rev. by: DEH

SLP/ksm

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HEPWORTH-PAWLAK GEOTECHNICAL, INC.

5020 Road 154
Glenwood Springs, CO 81601

Fax 970 945-8454
Phone 970 945-7988

**SUPPLEMENTAL GEOTECHNICAL STUDY
EVALUATION OF COLLAPSE POTENTIAL
ROSE RANCH DEVELOPMENT
COUNTY ROAD 109
GARFIELD COUNTY, COLORADO**

JOB NO. 197 327

SEPTEMBER 10, 1998

PREPARED FOR:

**THE ROSE RANCH LIMITED PARTNERSHIP
ROARING FORK INVESTMENTS, LLC, GENERAL PARTNER
ATTN: RON HEGGEMEIER, MANAGER
1955 EAST MAIN STREET
PARKER, COLORADO 80134-7374**

PURPOSE AND SCOPE OF STUDY

This report presents the results of a supplemental geotechnical study for the proposed Rose Ranch Development, County Road 109, Garfield County, Colorado. The project site is shown on Fig. 1. The purpose of the study was to evaluate the collapse potential in the historically non-irrigated debris fan areas and provide recommendations for possible mitigation methods. The feasibility of the proposed water tank site was also evaluated by a site reconnaissance. The work was conducted as part of our on-going consultation services with The Rose Ranch Limited Partnership. We previously conducted a geotechnical study for planning and preliminary design of the Rose Ranch Development and presented our findings in a report dated October 29, 1997, Job No. 197 327.

The field exploration program consisted of deepening previously drilled exploratory borings into the underlying dense gravel alluvium. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification, hydrocompression potential and other engineering characteristics. The results of the field exploration, laboratory testing and previous findings were analyzed for collapse potential and mitigation methods to reduce the effects of potential post-construction settlement. This report summarizes the data obtained during this study and presents our conclusions and recommendations based on the proposed construction and subsurface conditions encountered.

PROPOSED CONSTRUCTION

The proposed development plan is essentially the same as that described in our October 1997 report. Since that time the area roughly between the abandoned railroad grade and the Robertson Ditch in the southern part of the development has been identified as previously flood irrigated, lessening the concern of the collapse potential. The water tank is proposed to be a buried concrete structure with a capacity of 300,000 gallons and located across County Road 109 from the southern part of the development. The site is located in a draw near the base of a steep hillside as shown on Fig. 1.

FIELD EXPLORATION

The upper part of the two relatively large debris fans were selected for additional subsurface exploration. Borings 4 and 9, located in these areas, were expected to have the greatest fan deposit depths. The boring locations are shown on Fig. 1. The borings were advanced with 4 inch and 7¼ inch diameter continuous flight auger powered by Longyear BK-51HD and BK- 66XHD drill rigs. The borings were logged by a representative of Hepworth-Pawlak Geotechnical, Inc.

Samples of the subsoils were taken with 1¾ inch and 2 inch I.D. spoon samplers. The samplers were driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Fig. 2. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered in the deepened borings are shown on Fig. 2. Gravelly sand and silt soils generally similar to those previously reported, were encountered to depths of 75 and 59 feet in Borings 4 and 9, respectively. Relatively dense, sandy gravel, cobbles and boulders (river alluvium) was encountered below the sand and silt to the drilled depths of 79 and 71 feet. At Boring 4, below a depth of about 64 feet, the debris fan soils were predominantly gravel. Groundwater was not encountered in the borings at the time of drilling. When checked several days after drilling, Boring 9 had caved at a depth of 45 feet and was wet which indicates ground water seepage. The soils below a depth of about 64 feet in Boring 4 were moist but no free water was encountered.

Laboratory testing performed on samples obtained from the borings included natural moisture content and density, and finer than sand size gradation analyses. Consolidation tests conducted on two relatively undisturbed samples of the deeper soils

from Boring 4, shown on Fig. 4, indicate low to moderate collapse potential when wetted. The results are similar to those of our previous consolidation testing. The laboratory testing results are summarized in Table I.

CONCLUSIONS AND RECOMMENDATIONS

COLLAPSE POTENTIAL

Collapse potential of the subsoil encountered in the additional borings appears consistent with our previous findings for the non-irrigated areas of the development. The subsurface conditions and laboratory test results indicate that the debris fan soils generally have a moderate to low collapse potential with depth. There is a risk of settlement and distress to buildings, roadways and utilities founded on the relatively dry debris fan deposits if the subsoils were to become wetted. The magnitude of settlement will depend on the depth and extent of wetting and the structure loading. We expect that lightly loaded residences that are supported on spread footings and sized for a maximum bearing pressure of 1,000 psf can be used in most areas. Precautions to prevent wetting of the bearing soils need to be taken. These include: 1) proper placement and compaction of backfill; 2) positive backfill slopes next to foundations; 3) restricted landscape irrigation and/or use of xeriscape; and 4) gutters to prevent roof runoff near the building. A site specific geotechnical study should be conducted for foundation design for the individual lot development.

Relatively deep and prolonged wetting, such as from water line leaks and excess irrigation could result in settlements of a few inches or more. Heavily reinforced foundations that use a "box like" wall configuration rather than isolated footings; a stiffened slab (mat) foundation; and ground improvements, such as removal and replacement of the native soils compacted are options to reduce the settlement potential and the risk of structural distress. We expect that ground modification will be limited to the upper 5 to 10 feet. Typically, the native soils would be removed and replaced compacted to at least 95% of standard Proctor density at a moisture content at to 2% above optimum.

The ponds and streams should be lined with a synthetic impervious membrane. Below the liner the native soils should be compacted. Bentonite could be added to help

reduce the permeability of the subgrade soils in the event of leakage of the primary pond liner. We expect that 2 feet of conditioned soil would be adequate below ponds and streams and should also act as bedding for the synthetic membrane. The ground improvement in roadways would roughly extend to the depth of water and sewer lines (about 6 to 8 feet). In addition, mechanically restrained joints of water and sewer lines should be used to reduce the risk of pipeline separation in the event of differential settlement.

WATER TANK SITE

A reconnaissance of the general proposed tank site was made with Joe Hope of High Country Engineering on July 6, 1998. The water tank site is shown on Fig. 1 and is located in moderately steep terrain near the transition from hillside colluvium (slope wash) to debris fan deposits. An ephemeral drainage roughly cross the north side of the tank site. Numerous boulders are exposed in the area, which appear to have mainly fallen from the very steep slope and cliffs to the north of the drainage channel. We expect that the colluvial soils will be encountered at the proposed cut depth of the tank up to about 20 feet. The soils could be hydrocompressive but of limited depth below the tank.

Based on our review of the site conditions, the proposed tank site should be feasible based on geotechnical considerations. A site specific geotechnical study should be conducted at the final selected tank site for design level recommendations.

LIMITATIONS

This study has been conducted according to generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either expressed or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the field reconnaissance, the exploratory borings located as shown on Fig. 1, the proposed type of construction and our experience in the area. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If

conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

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

Respectfully Submitted,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

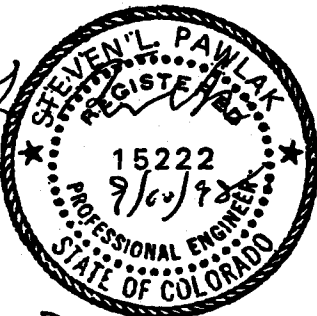

Steven L. Pawlak, P.E.

Reviewed by:


Daniel E. Hardin, P.E.

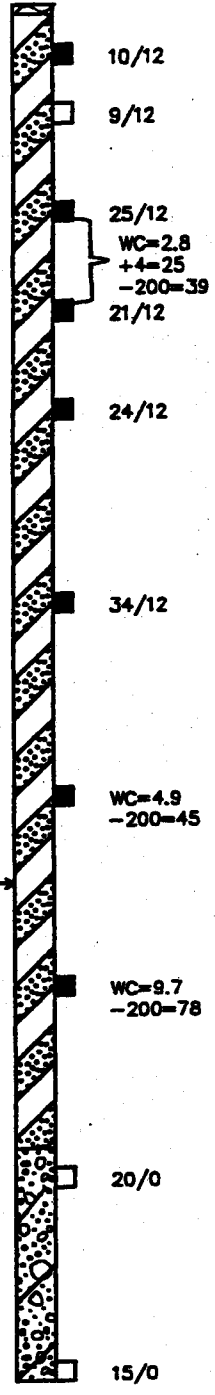
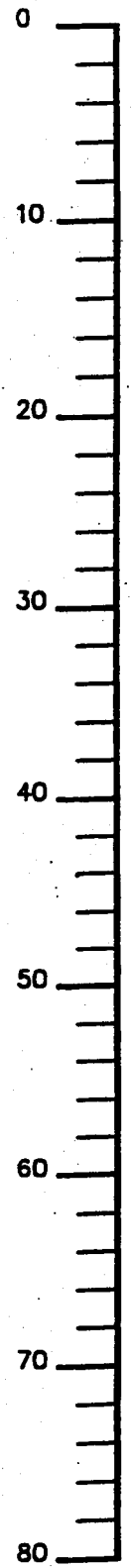
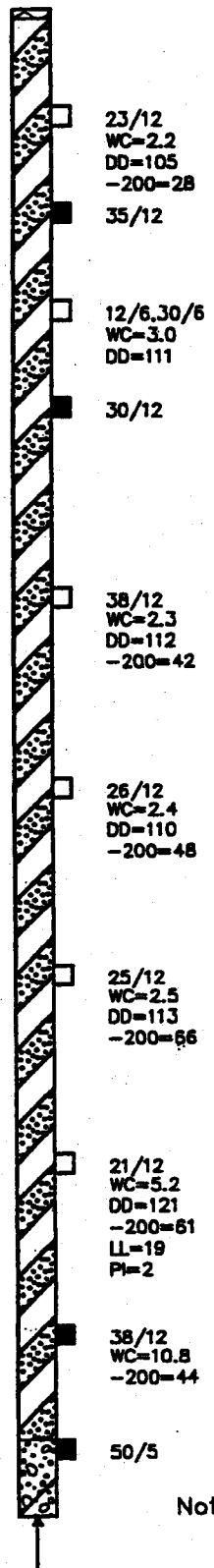
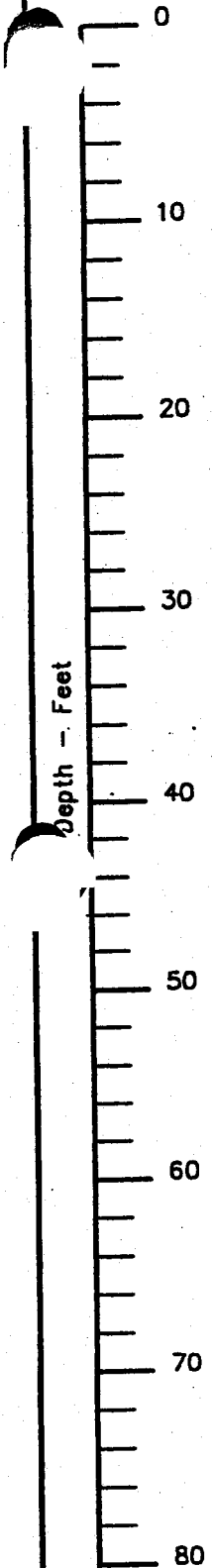
SLP/ksm

cc: High Country Engineering - Attn: Joe Hope
Norris Dullea Company
Eldon Van Ohlen



BORING 4
ELEV. = 6040'

BORING 9
ELEV. = 5998'



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

LEGEND:



TOPSOIL; organic sandy silt, dark brown.



SAND AND SILT (SM-ML); gravelly, some cobbles, loose to medium dense, slightly moist to moist with depth, mixed brown, shale fragments. Very gravelly below 64 feet in Boring 4.



GRAVEL, COBBLES AND BOULDERS (GP-GM); slightly silty, sandy, dense, moist, brown, rounded river rock.



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



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

23/12

Drive sample blow count; indicates that 23 blows of a 140-pound hammer falling 30 inches were required to drive the California or SPT sampler 12 inches.



Caved depth when checked on May 27, 1998.

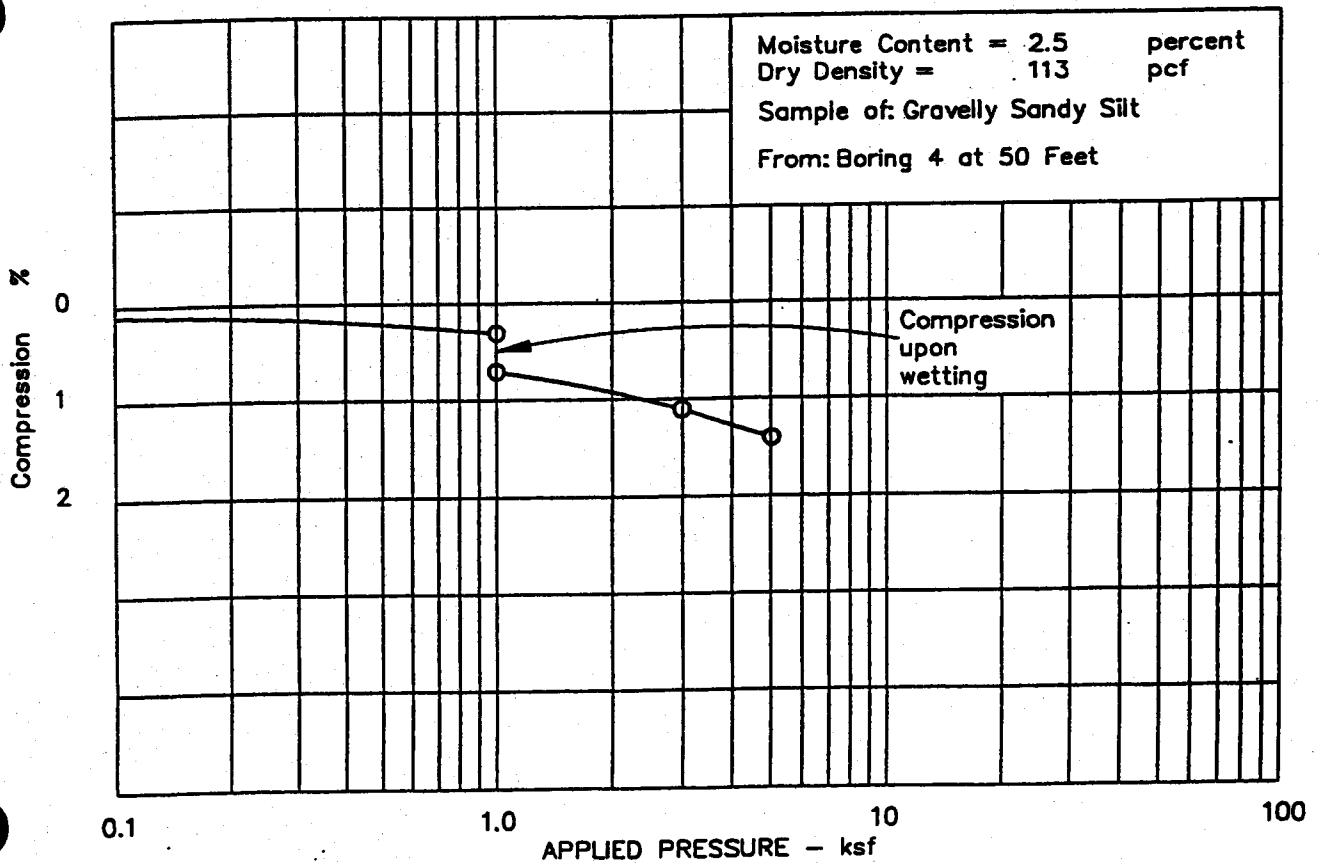
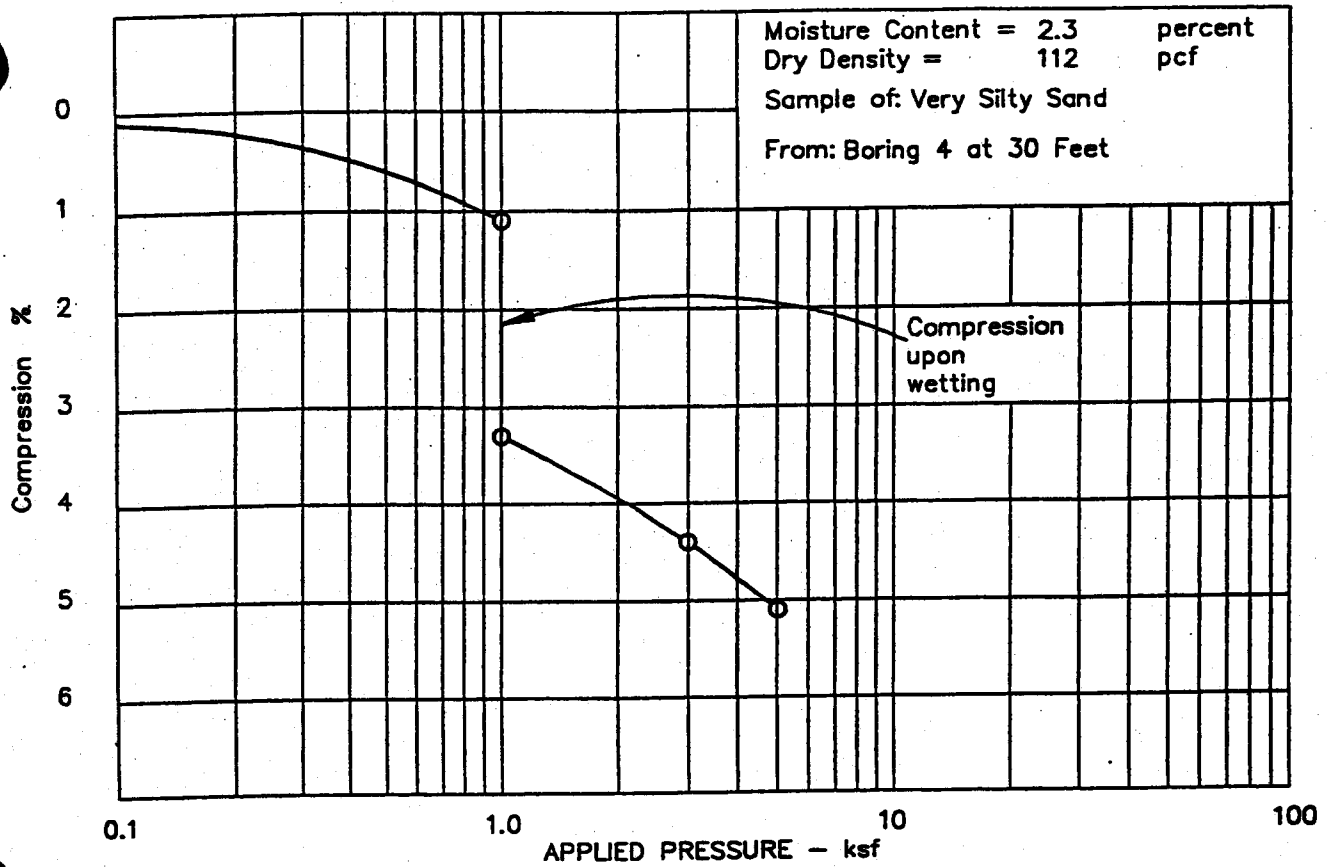


Practical rig refusal.

NOTES:

Exploratory Boring 4 was deepened on July 16, 1998 with a 4 inch diameter solid auger, and Boring 9 was deepened on May 26, 1998 with a 7 1/4 inch diameter hollow stem auger.

2. The exploratory boring locations correspond to those shown on the previous boring location plan (Fig. 1) dated February 1998.
3. Elevations of exploratory borings were provided by High Country Engineering.
4. The exploratory boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the exploratory boring logs represent the approximate boundaries between material types and transitions may be gradual.
6. No free water was encountered in the borings at the time of drilling. Fluctuation in water level may occur with time.
7. Laboratory Testing Results:
 - WC = Water Content (%)
 - DD = Dry Density (pcf)
 - 200 = Percent passing No. 200 sieve.





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**PRELIMINARY GEOTECHNICAL STUDY
PROPOSED IRONBRIDGE PHASE 2
COUNTY ROAD 109
GARFIELD COUNTY, COLORADO**

JOB NO. 105 115-4

MAY 31, 2005

PREPARED FOR:

**L.B. ROSE RANCH, LLC
ATTN: DAVID JOSEPH
410 IRONBRIDGE DRIVE
GLENWOOD SPRINGS, COLORADO 81601**

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PURPOSE AND SCOPE OF STUDY

This report presents the results of a preliminary geotechnical study for the proposed Ironbridge Phase 2, County Road 109, Garfield County, Colorado. The project site is shown on Figure 1. The purpose of the study was to develop recommendations for the foundation and grading designs and to evaluate the potential for future ground subsidence. The study was conducted in accordance with our proposal for geotechnical engineering services to L.B. Rose Ranch, LLC dated March 22, 2005. We previously conducted geotechnical studies for planning and preliminary design of the Rose Ranch Development (now known as Ironbridge) and presented our findings in reports dated October 29, 1997 and September 10, 1998, Job No. 197 327.

A field exploration program consisting of exploratory borings was conducted to obtain information on the subsurface conditions including the depth to and quality of the underlying formation rock. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for foundation types, depths and allowable pressures for the proposed building foundation and for the subdivision grading. This report summarizes the data obtained during this study and presents our conclusions, design recommendations and other geotechnical engineering considerations based on the proposed construction and the subsurface conditions encountered.

PROPOSED CONSTRUCTION

The proposed Phase 2 development is located in the west-central part of Ironbridge and will consist of 78 lots accessed by local streets. The roads will connect to existing Phase 1 to the east and the common areas to the north. The residences will be single family structures constructed typically 5 feet from the adjacent lot boundary. A proposed layout of the lots and roadways is shown on Figure 1. Ground floor could be slab-on-grade or structural above crawlspace. Basements may be provided in some buildings. The uphill, western side of the Phase 2 area is proposed to be down cut roughly 10 to 30 feet as part of the overall development grading. An additional excavation depth and replacement of

the material compacted is proposed across the entire development area to help mitigate the hydrocompression potential of the debris fan deposits. The downhill eastern lots could be filled up to about 5 to 10 feet deep. After the subdivision grading, the excavation for the individual residences will be relatively minor. We assume the residences will be relatively lightly loaded, typical of the proposed type of construction. Asphalt paved roads with curb and gutter are proposed to access the lots.

If building loadings, location or development plans change significantly from those described above, we should be notified to re-evaluate the recommendations contained in this report.

SITE CONDITIONS

The Phase 2 development is located immediately downhill, east of County Road 109 and the recently constructed and landscaped pedestrian path, see Figure 1. The site was vacant and covered with sparse grass, weeds and sagebrush at the time of our field exploration. The ground surface slope is gentle in the east part increasing to moderate up near the County road at the west with about 80 feet of elevation difference across the project site. The entire project site is covered with debris fan deposits. Bedrock of the Eagle Valley Evaporite outcrops to the west of County Road 109 in the golf course fairway and the steep valley side.

FIELD EXPLORATION

The field exploration for the project was conducted between March 25 and April 7, 2005. Seven exploratory borings were drilled at the locations shown on Figure 1 to evaluate the subsurface conditions. The borings were advanced with 6 inch diameter ODEX casing through the soils and into the formation rock then continuously cored with HX size barrel powered by a truck-mounted CME-75 drill rig. The borings were logged by a representative of Hepworth-Pawlak Geotechnical, Inc.

Samples of the subsoils were taken with a 1½ inch I.D. spoon sampler. The sampler was driven into the subsoils at various depths with blows from a 140 pound hammer falling 30

inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils and hardness of the bedrock. Sampling with a 2-inch I.D. California barrel to obtain a relatively undisturbed sample was not possible with the ODEX casing used by the drillers. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figures 2 and 3. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Figure 2. The subsoils, below a thin topsoil root zone, consist of 8 to 49 feet of stratified silt and sand debris fan deposits overlying 7 to 22 feet of dense river gravel alluvium. Siltstone bedrock of the Eagle Valley Evaporite was encountered below the gravel alluvium at depths of 29 to 56 feet and extended to the drilled depths of 41 to 76 feet. The bedrock quality was typically poor to fair and included gypsum, but no significant voids or cavities were encountered.

Laboratory testing performed on samples obtained from the borings included natural moisture content, liquid and plastic limits and gradation analyses. The upper soils are typical of debris fan soils encountered on the project and would be hydrocompressive. Results of gradation analyses performed on small diameter drive samples (minus 1½ inch fraction) of the debris fan soils are shown on Figures 5 through 7. The laboratory testing is summarized in Table 1.

No free water was encountered in the borings at the time of drilling and the subsoils and bedrock were relatively dry.

ENGINEERING ANALYSIS

Development of the Phase 2 project as proposed should be feasible based on geotechnical conditions. The upper 8 to 49 feet of soils encountered in the borings consist of debris fan

deposits that tend to collapse (settle under constant load) when wetted. The amount of settlement will depend on the depth of the compressible soils and the wetted depth below the foundation. The settlement potential and risk of excessive building distress can be reduced by compaction of the soils to a certain depth below the foundation bearing level and by heavily reinforcing the foundation to resist differential settlements. The compaction should extend to below the roadways and utilities. It appears that Lots 225 through 249, below about elevation 5975 feet, are underlain by less than 10 feet of debris fan soils and compaction below the building foundation should not be needed. Additional subsurface exploration should be conducted in this area to confirm the depth of the debris fan soils and that the compaction is not needed. A heavily reinforced mat foundation designed for large differential settlements or a deep foundation that extends down to the underlying, dense river gravel alluvium could also be used to reduce the settlement risk.

Eagle Valley Evaporite that underlies the project area is known to be associated with sinkholes and localized ground subsidence in the Roaring Fork River valley. A sinkhole was identified during our previous study for the subdivision development located in the 16th Fairway just to the southeast of Phase 2, see Figure 1. Indications of ground subsidence were not observed in the Phase 2 area and voids that could indicate a risk of future ground subsidence were not encountered in the borings drilled for the current project. In our opinion, the risk of future ground subsidence in the Phase 2 project area is low and similar to other areas of the Roaring Fork River valley where there have not been indications of ground subsidence. Lots 176 and 177 are located adjacent to the predevelopment sinkhole and additional subsurface exploration should be conducted on these lots to confirm they are out of the sinkhole area.

Recommendations for preliminary design of the proposed development are presented below. When the grading plan has been developed, we should review the information for compliance with our recommendations.

DESIGN RECOMMENDATIONS

FOUNDATIONS

Considering the subsurface conditions encountered in the exploratory borings and the nature of the proposed construction, we recommend the buildings be founded with spread footings bearing on at least 5 feet of compacted on-site debris fan soils. The feasibility of footings placed on the natural soils at Lots 225 through 249, below about elevation 5975 feet, should be evaluated prior to construction. If a mat foundation or deep foundation system is considered for building support, we should be contacted for additional recommendations.

The design and construction criteria presented below should be observed for a spread footing foundation system.

- 1) Footings placed on at least 5 feet of compacted fill or less than 10 feet of the natural debris fan soils should be designed for an allowable bearing pressure of 1,000 psf. Based on experience, we expect initial settlement of footings designed and constructed as discussed in this section will be about 1 inch or less. Additional differential settlement between about 1 to 2 inches could occur if the undisturbed debris fan soils are wetted.
- 2) The footings should have a minimum width of 20 inches for continuous walls and 2 feet for isolated pads.
- 3) Exterior footings and footings beneath unheated areas should be provided with adequate soil cover above their bearing elevation for frost protection. Placement of foundations at least 36 inches below exterior grade is typically used in this area.
- 4) The foundation should be constructed in a "box-like" configuration rather than with isolated footings. The foundation walls should be heavily reinforced top and bottom to span local anomalies such as by assuming an unsupported length of at least 14 feet. Foundation walls acting as retaining structures should also be designed to resist lateral earth pressures as discussed in the "Foundation and Retaining Walls" section of this report.

- 5) The topsoil and any loose or disturbed soils should be removed. The soils should be subexcavated to at least 5 feet below the footing bearing level (about 8 feet below ground surface) and replaced compacted to at least 95% of the maximum standard Proctor density within 2 percentage points of optimum moisture content. Where footings are placed on the natural soils, the exposed soils in footing area should be moistened and compacted.
- 6) A representative of the geotechnical engineer should evaluate the compaction of the fill materials and observe all footing excavations prior to concrete placement for bearing conditions.

FOUNDATION AND RETAINING WALLS

Foundation walls and retaining structures which are laterally supported and can be expected to undergo only a slight amount of deflection should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 55 pcf for backfill consisting of the on-site fine-grained soils. Cantilevered retaining structures which are separate from the buildings and can be expected to deflect sufficiently to mobilize the full active earth pressure condition should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 45 pcf for backfill consisting of the on-site fine-grained soils.

All foundation and retaining structures should be designed for appropriate hydrostatic and surcharge pressures such as adjacent footings, traffic, construction materials and equipment. The pressures recommended above assume drained conditions behind the walls and a horizontal backfill surface. The buildup of water behind a wall or an upward sloping backfill surface will increase the lateral pressure imposed on a foundation wall or retaining structure. An underdrain should be provided to prevent hydrostatic pressure buildup behind walls. Site walls with a maximum backslope of 2 horizontal to 1 vertical should be designed for an active earth pressure of at least 60 pcf equivalent fluid unit weight.

Backfill should be placed in uniform lifts and compacted to at least 90% of the maximum standard Proctor density at a moisture content near optimum. Backfill in pavement and walkway areas should be compacted to at least 95% of the maximum standard Proctor density. Care should be taken not to overcompact the backfill or use large equipment near the wall, since this could cause excessive lateral pressure on the wall. Some settlement of deep foundation wall backfill should be expected, even if the material is placed correctly, and could result in distress to facilities constructed on the backfill.

The lateral resistance of foundation or retaining wall footings will be a combination of the sliding resistance of the footing on the foundation materials and passive earth pressure against the side of the footing. Resistance to sliding at the bottoms of the footings can be calculated based on a coefficient of friction of 0.35. Passive pressure of compacted backfill against the sides of the footings can be calculated using an equivalent fluid unit weight of 300 pcf. The coefficient of friction and passive pressure values recommended above assume ultimate soil strength. Suitable factors of safety should be included in the design to limit the strain which will occur at the ultimate strength, particularly in the case of passive resistance. Fill placed against the sides of the footings to resist lateral loads should be compacted to at least 95% of the maximum standard Proctor density at a moisture content near optimum.

FLOOR SLABS

The natural on-site soils, exclusive of topsoil, are suitable to support lightly loaded slab-on-grade construction. The soils are compressible when wetted and there could be some post-construction settlement. To reduce the effects of some differential movement, nonstructural floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4 inch layer of free-draining gravel should be placed beneath basement level slabs to facilitate drainage. This material should consist of minus 2 inch aggregate with at least 50% retained on the No. 4 sieve and less than 2% passing the No. 200 sieve.

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

UNDERDRAIN SYSTEM

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

The drains should consist of drainpipe placed in the bottom of the wall backfill surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a suitable gravity outlet. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1½ feet deep. An impervious membrane, such as a 20 mil PVC liner, should be placed beneath the drain gravel in a trough shape and attached to the foundation wall with mastic to prevent wetting of the bearing soils.

SITE GRADING

Extensive grading of the Phase 2 area is proposed as part of the development plan. In addition, removal and replacement of the debris fan soils compacted is recommended to reduce the risk of excessive differential settlements and building distress. The excavation should extend to at least 8 feet below design surface grade and to at least 2 feet below the water and sewer pipe invert levels. In addition, the water and sewer pipe joints should be mechanically restrained to reduce the risk of joint separation in the event of excessive

settlement. Excavation and compaction below footing bearing level may not be needed below about elevation 5975 feet where the debris fan soils are less than 10 feet thick. The structural fill materials should be compacted to at least 95% of the maximum standard Proctor density within 2 percentage points of optimum moisture content. Prior to fill placement, the subgrade should be carefully prepared by removing all vegetation and topsoil and compacting to at least 95% of the maximum standard Proctor density at near optimum moisture content. The fill should be benched into slopes that exceed 20% grade. Based on our experience with the Phase I development, shrinkage of the soils due to compaction is expected to be about 15% to 20%.

Permanent unretained cut and fill slopes should be graded at 2 horizontal to 1 vertical or flatter and protected against erosion by revegetation or other means. This office should review site grading plans for the project prior to construction.

SURFACE DRAINAGE

Precautions to prevent wetting of the bearing soils such as proper backfill construction, positive backfill slopes, restricting landscape irrigation and use of roof gutters need to be taken to help limit settlement and building distress. The following drainage precautions should be observed during construction and maintained at all times after each residence has been completed:

- 1) Inundation of the foundation excavations and underslab areas should be avoided during construction.
- 2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas.
- 3) The ground surface surrounding the exterior of the building should be sloped to drain away from the foundation in all directions. The slope should be at least 6 inches in the first 5 feet in unpaved areas and at least 3 inches in the first 10 feet in paved areas. Drain gravel of basement walls should be capped with at least 2 feet of the on-site soils to reduce surface water infiltration.

- 4) Roof gutters should be provided with downspouts that discharge beyond the limits of the foundation wall backfill.
- 5) Landscaping which requires regular heavy irrigation, such as sod, should be located at least 5 feet from foundation walls. Consideration should be given to use of xeriscape to reduce the potential for wetting of soils below the building caused by irrigation.

PAVEMENT SECTION

The upper soils encountered at the site consist of low plasticity sand, silt and clay that are considered a poor support of pavement sections. A Hveem stabilometer 'R' value of 20 was assumed for the native soils. The traffic loadings for the Phase 2 development have not been provided but are assumed to be relatively light for the service traffic loading condition, after the construction phase. Based on these conditions, a preliminary pavement section consisting of 3 inches of asphalt on 8 inches of CDOT Class 6 base course is recommended. We can review the pavement section design when the roadway subgrade has been graded and the traffic loadings have been determined.

LIMITATIONS

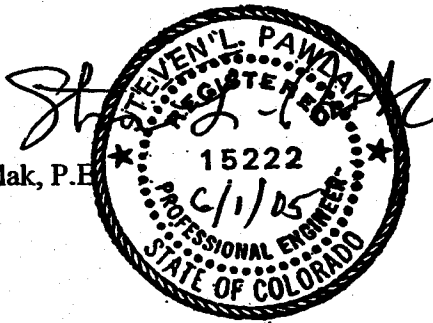
This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory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

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

Respectfully Submitted,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

Steven L. Pawlak, P.E.



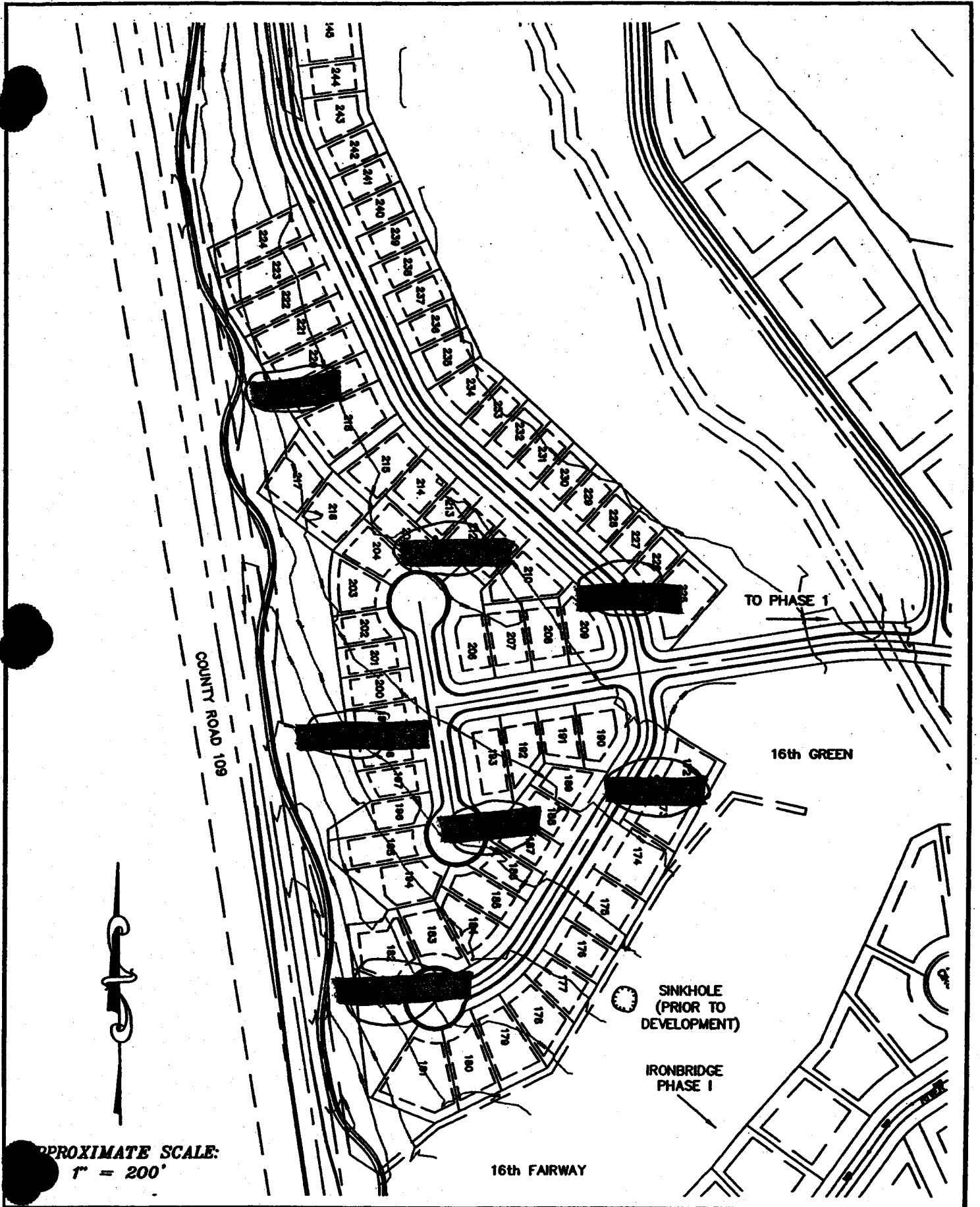
Reviewed by:

Daniel E. Hardin

Daniel E. Hardin, P.E.

SLP/ksw

cc: High Country Engineering – Attn: Scott Gregory
S.K. Peightal Engineers – Attn: Jack Albright



APPROXIMATE SCALE:
1" = 200'

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HEPWORTH-PAWLAK
GEOTECHNICAL, INC.

LOCATION OF EXPLORATORY BORINGS
IRONBRIDGE PHASE II

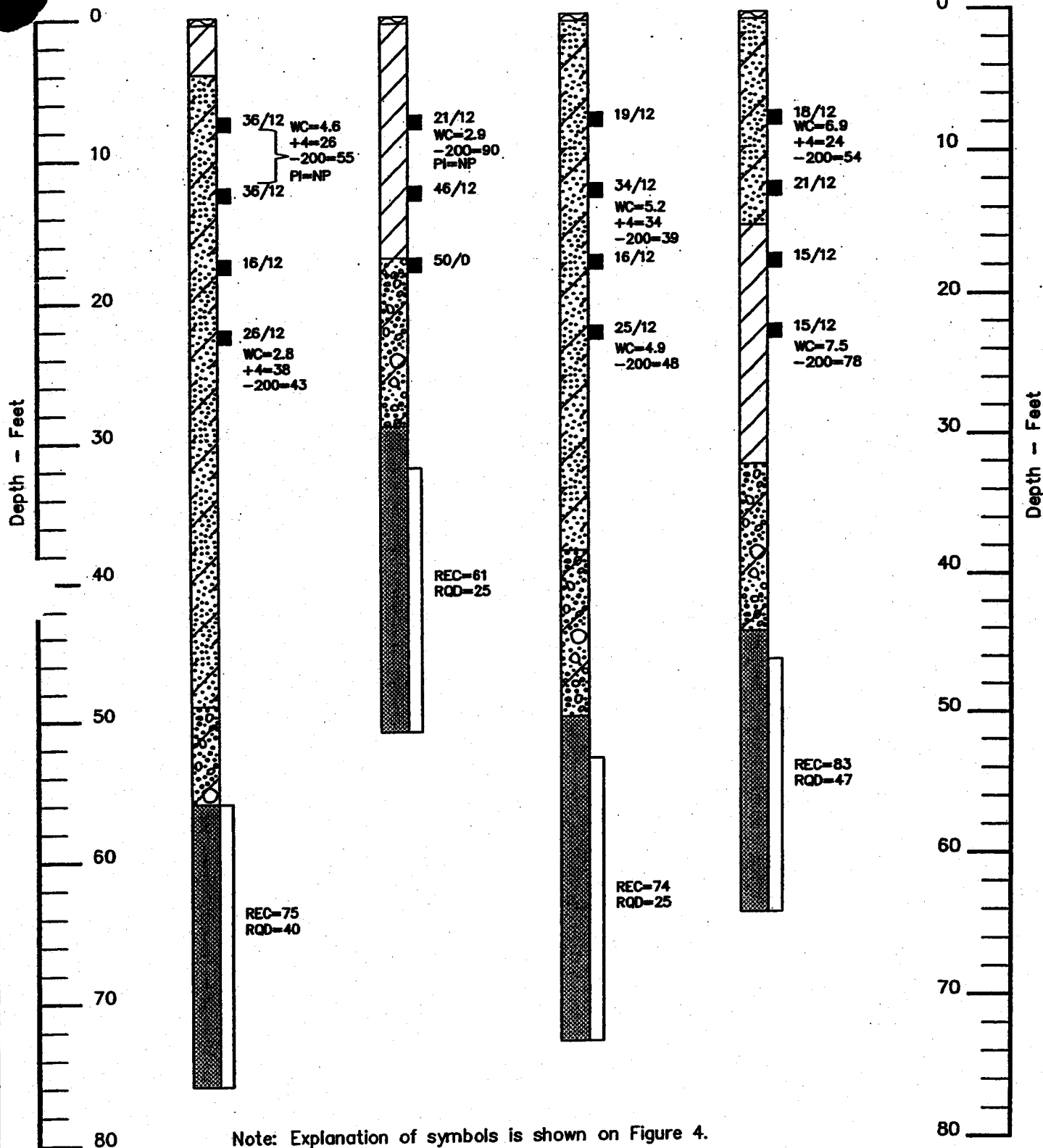
Figure 1

BORING 1
ELEV.= 6026'

BORING 2
ELEV.= 5984'

BORING 3
ELEV.= 5999'

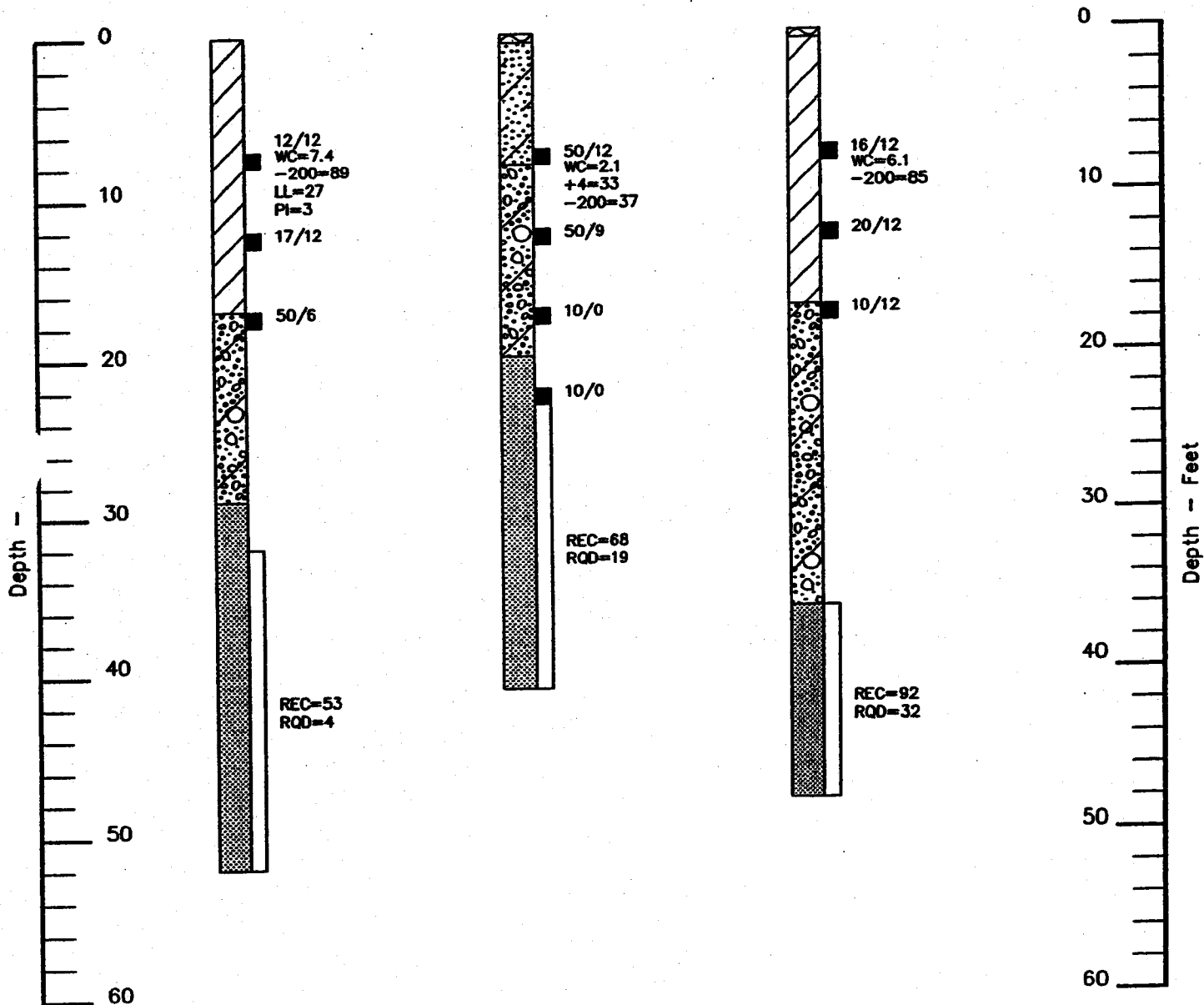
BORING 4
ELEV.= 5999'



BORING 5
ELEV.= 5982'








BORING 6
ELEV.= 5973'

BORING 7
ELEV.= 5984'



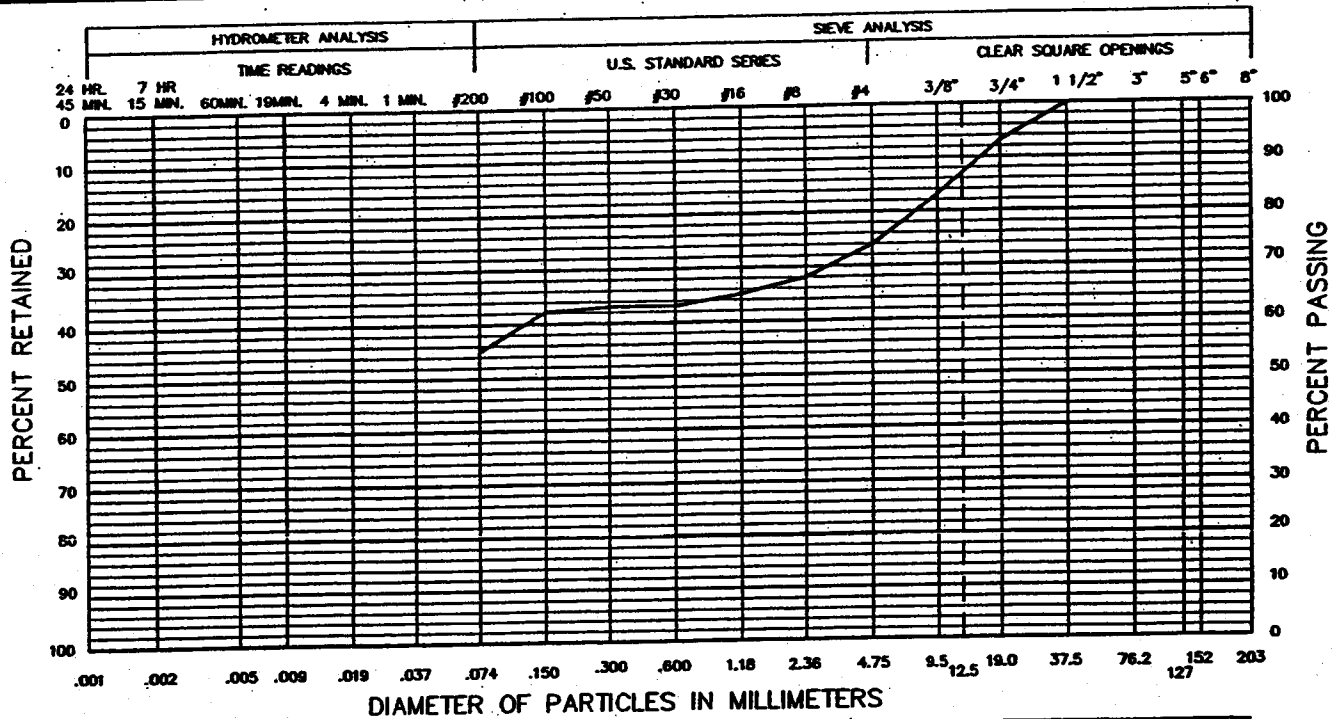
Note: Explanation of symbols is shown on Figure 4.

LEGEND:

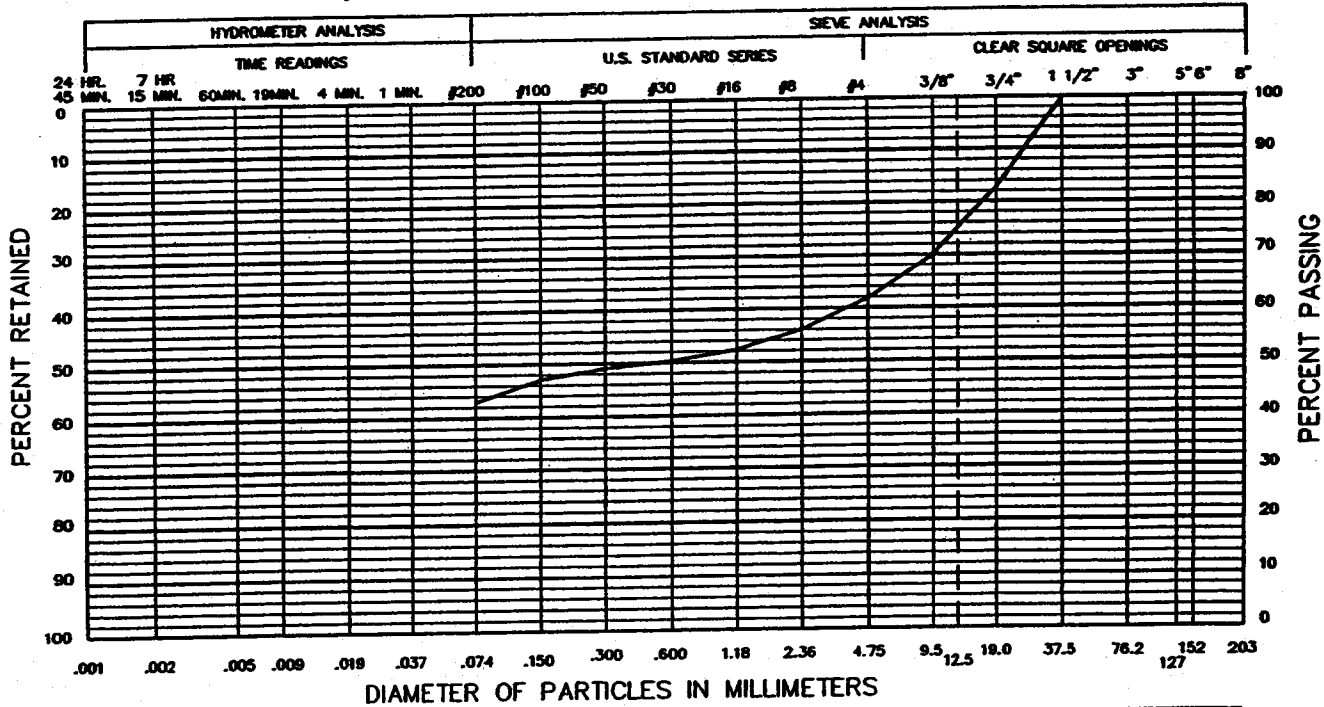
-  **TOPSOIL;** organic sandy silt, root zone.
-  **SILT (ML);** slightly sandy to sandy, scattered gravel, stiff, slightly moist, light brown, slightly calcareous.
-  **SAND AND SILT (SM-ML);** stratified, scattered gravel to gravelly, medium dense, slightly moist, mixed brown.
-  **GRAVEL, COBBLES AND BOULDERS (GM-GP);** sandy, slightly silty, dense, slightly moist, brown, rounded rock.
-  **EAGLE VALLEY EVAPORITE;** mainly siltstone, some sandstone, gypsum, dry, mixed white and gray.
-  **Drive sample;** standard penetration test (SPT), 1 3/8 inch I.D. split spoon sample, ASTM D-1586.
- 36/12** Drive sample blow count; indicates that 36 blows of a 140 pound hammer falling 30 inches were required to drive the SPT sampler 12 inches.
-  **Boring drilled with continuous HX core.** REC = Average % Recovery, RQD = Rock Quality Designation, % for entire depth cored.

NOTES:

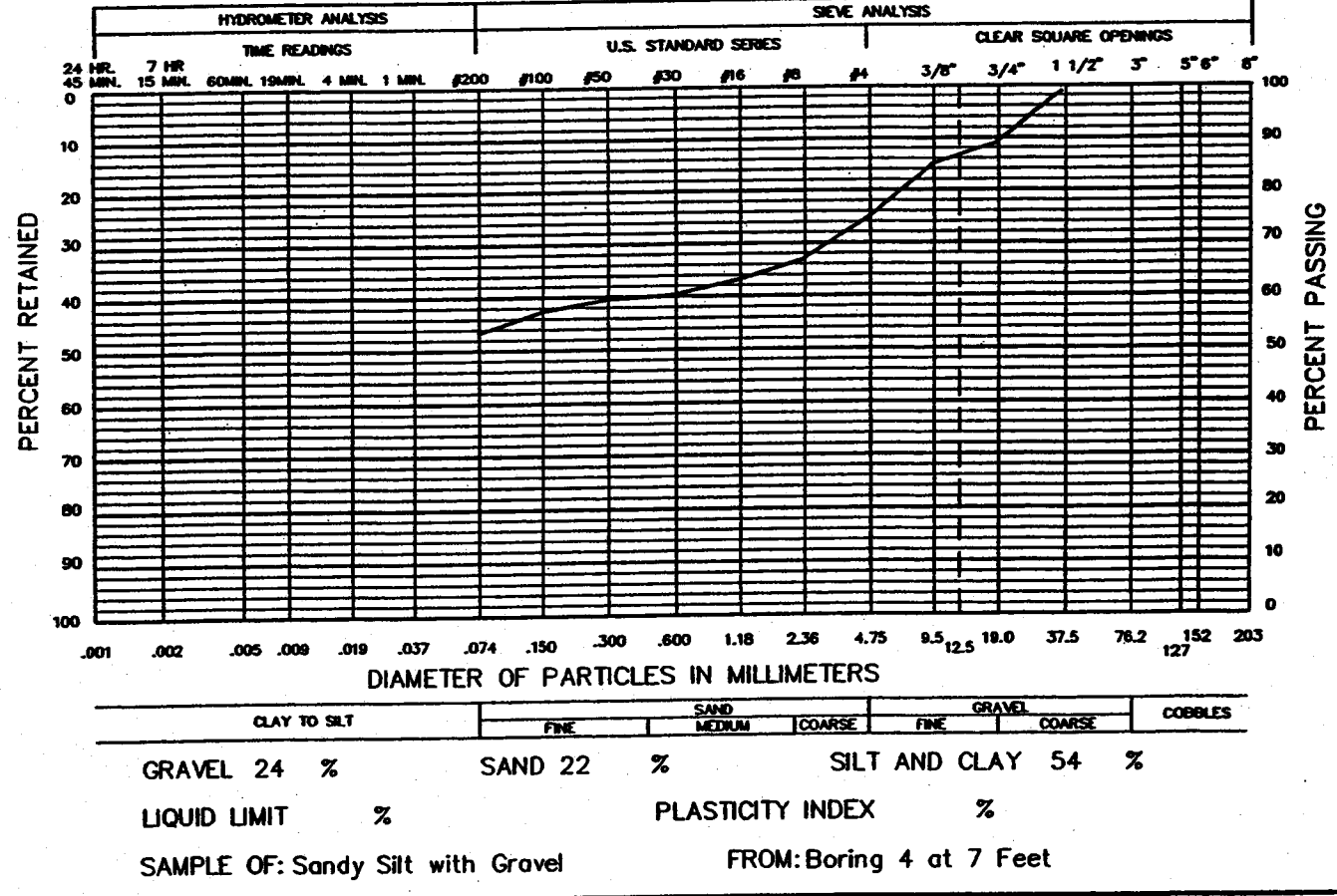
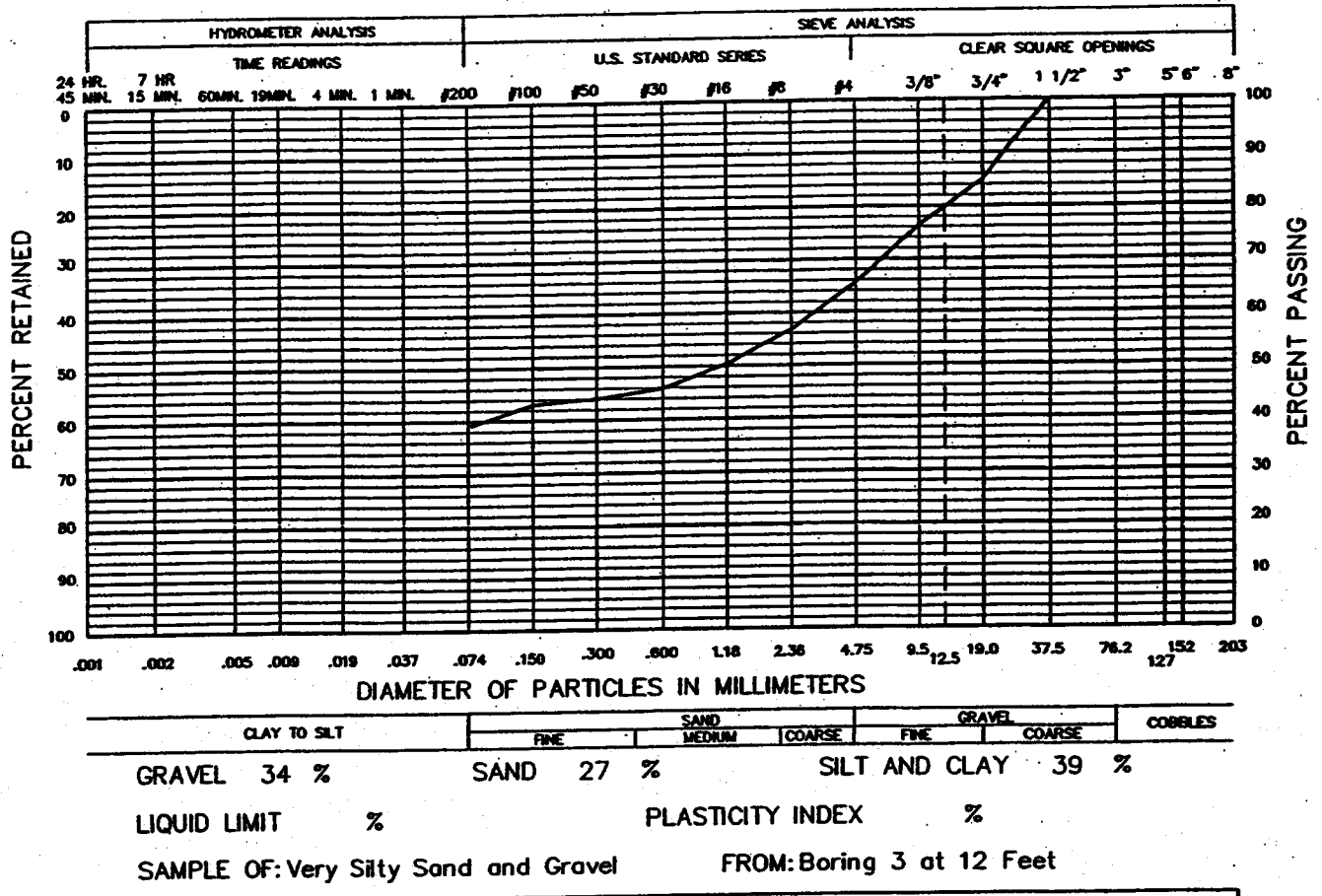
1. Exploratory borings were drilled between March 25 and April 7, 2005 with 6-inch diameter ODEX casing through the soils then cored to the final boring depth.
2. Locations of exploratory borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of exploratory borings were obtained by interpolation between contours shown on the site plan provided and checked by instrument level.
4. The exploratory boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the exploratory boring logs represent the approximate boundaries between material types and transitions may be gradual.
6. No free water was encountered in the borings at the time of drilling. Fluctuation in water level may occur with time.
7. Laboratory Testing Results:
 - WC = Water Content (%)
 - +4 = Percent retained on the No. 4 sieve
 - 200 = Percent passing No. 200 sieve
 - LL = Liquid Limit (%)
 - PI = Plasticity Index (%)
 - NP = Nonplastic

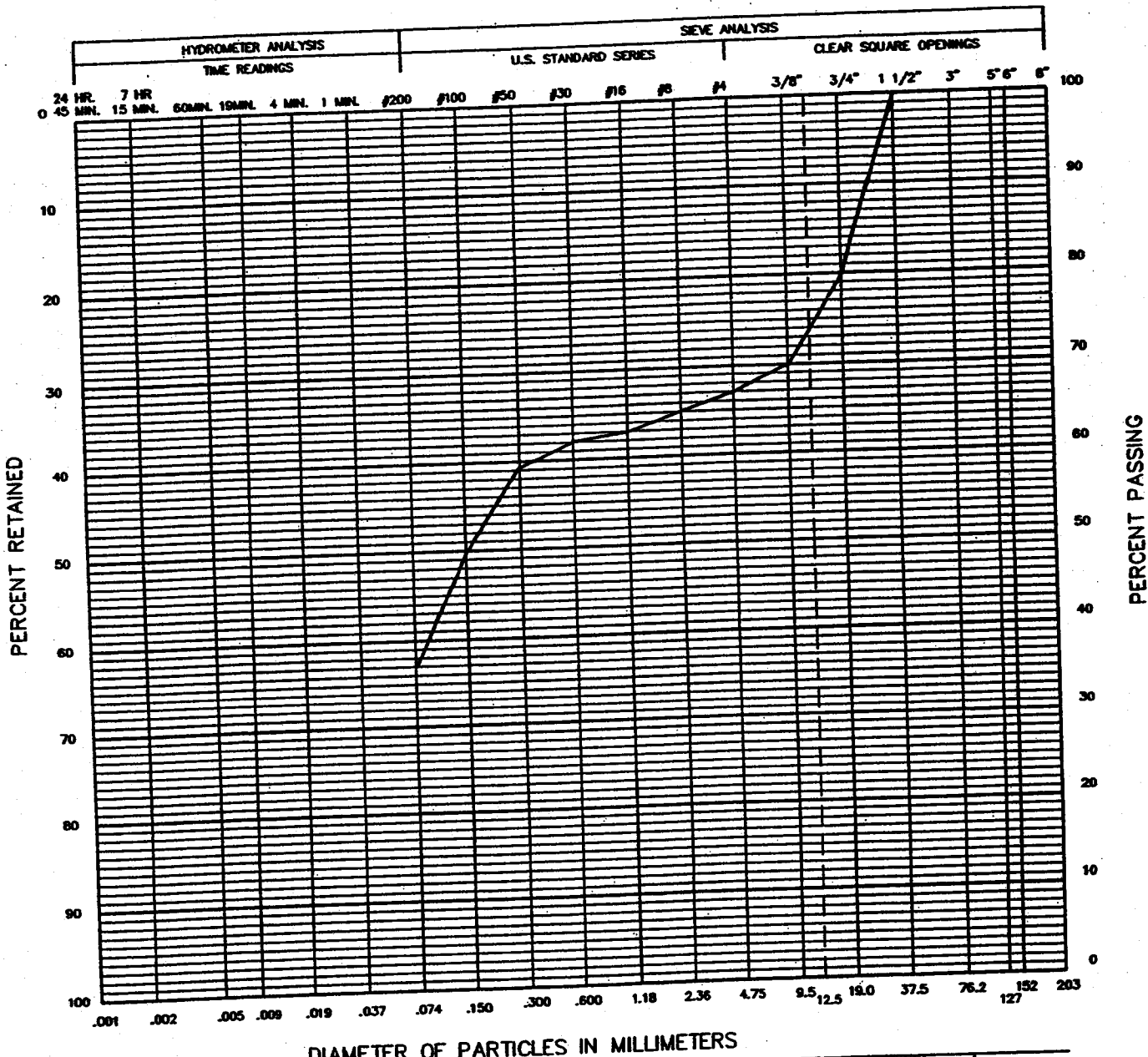


SAMPLE OF: Sandy Silt with Gravel FROM: Boring 1 at 7 and 12 Feet, Combined



SAMPLE OF: Very Silty Sand and Gravel FROM: Boring 1 at 22 Feet





CLAY TO SILT	SAND				GRAVEL		COBBLES
	FINE	MEDIUM	COARSE	FINE	COARSE		

GRAVEL 33 % SAND 30 % SILT AND CLAY 37 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Sand with Gravel FROM: Boring 6 at 7 Feet

HEPWORTH-PAWLAR TECHNICAL, INC.

TABLE 1

SUMMARY OF LABORATORY TEST RESULTS

Job No. 105-115-4

SAMPLE LOCATION		NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (pcf)	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH (PSF)	SOIL OR BEDROCK TYPE
BORING	DEPTH (ft)			GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)		
1	7 & 12 combined	4.6		26	19	55		NP		Sandy silt with gravel
	22	2.8		38	19	43				Very silty sand and gravel
2	7	2.9				90		NP		Slightly sandy silt
3	12	5.2		34	27	39				Very silty sand and gravel
	22	4.9				48				Very silty sand with gravel
4	7	6.9		24	22	54				Sandy silt with gravel
	22	7.5				78				Sandy silt
5	7	7.4				89	27	3		Sandy silt
6	7	2.1		33	30	37				Silty sand with gravel
7	7	6.1				85				Sandy silt

POND DL
 0.373 g/ft
 16247.88 cf



JUL 00 2005
Hepworth-Pawlak Geotechnical, Inc.
5020 County Road 154
Glenwood Springs, Colorado 81601
Phone: 970-945-7988

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

**PRELIMINARY GEOTECHNICAL STUDY
PROPOSED RECREATIONAL FACILITIES
IRONBRIDGE DEVELOPMENT
410 IRONBRIDGE DRIVE
GARFIELD COUNTY, COLORADO**

JOB NO. 105 115-3

JUNE 30, 2005

PREPARED FOR:

**L.B. ROSE RANCH, LLC
ATTN: DAVID JOSEPH
410 IRONBRIDGE DRIVE
GLENWOOD SPRINGS, COLORADO 81601**

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PURPOSE AND SCOPE OF STUDY

This report presents the results of a preliminary geotechnical study for the proposed recreation facilities at the Ironbridge Development, 410 Ironbridge Drive, Garfield County, Colorado. The project site is shown on Figure 1. The purpose of the study was to develop recommendations for the foundation and grading designs and to evaluate the potential for future ground subsidence. The study was conducted in general accordance with our agreement for professional engineering services to L.B. Rose Ranch, LLC dated March 14, 2005. We previously conducted geotechnical studies for planning and preliminary design of the Rose Ranch Development (now known as Ironbridge), reports dated October 29, 1997 and September 10, 1998, Job No. 197 327, and for a previously proposed activities center, report dated July 8, 2003, Job No. 101 196-1.

A field exploration program consisting of exploratory borings was conducted to obtain information on the subsurface conditions including the depth to and quality of the underlying formation rock. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for foundation types, depths and allowable pressures for the proposed building foundation and for the general grading. This report summarizes the data obtained during this study and presents our conclusions, design recommendations and other geotechnical engineering considerations based on the proposed construction and the subsurface conditions encountered.

PROPOSED CONSTRUCTION

The proposed recreation facilities plan was preliminary at the time of our study and will generally consist of recreation and pool house buildings, a swimming pool and courts located roughly as shown on Figure 1. The buildings will generally be single story structures. The recreation building could have a lower level. Ground floors will probably be slab-on-grade. We assume foundation loadings will be relatively light and carried mainly by continuous walls.

When building loadings, location and grading plans have been developed for design, we should be contacted to re-evaluate the recommendations contained in this report.

SITE CONDITIONS

The recreation site is located immediately east of the existing parking lot for the pro shop and sales buildings as shown on Figure 1. The site was vacant and covered with sparse grass and weeds. There is probably old fill from the prior ranching facilities including a barn, that have been removed since our previous study in 2003. Two old outbuildings are still located in the northeast end of the site. The ground surface slope is gentle down to the northeast with about 10 feet of elevation difference across the project site. The existing Robertson Ditch follows the east side of the project site. The entire project site is covered with debris fan deposits. Bedrock of the Eagle Valley Evaporite outcrops to the west of County Road 109 adjacent the cart path and the steep valley side.

FIELD EXPLORATION

The field exploration for the project was conducted between March 16 and April 3, 2005. Six exploratory borings were drilled at the locations shown on Figure 1 to evaluate the subsurface conditions. The borings were advanced with 8 inch diameter ODEX casing through the soils and into the formation rock then continuously cored with HX size barrel powered by a truck-mounted CME-55 drill rig. The borings were logged by a representative of Hepworth-Pawlak Geotechnical, Inc.

Samples of the subsoils were taken with 1½ inch and 2 inch I.D. spoon samplers. The samplers were driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils and hardness of the bedrock. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figures 2 and 3. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Figures 2 and 3. The subsoils, below a thin topsoil or fill layer, consist of roughly stratified silt and sand debris fan deposits overlying dense, river gravel alluvium at depths of 14½ to 31 feet. Occasional silty sand and gravel layers were encountered in the debris fan deposits. Siltstone, claystone and gypsum bedrock of the Eagle Valley Evaporite formation were encountered below the gravel alluvium at depths of 35 to 57 feet and extended to the drilled depths of 59 to 84 feet. The bedrock quality was typically poor to fair and included considerable gypsum and weathered zones, but no significant voids or cavities were encountered. The subsurface profiles encountered in our previous subsoil study in 2003 were similar to those encountered for the current study.

Laboratory testing performed on samples obtained from the borings included natural moisture content and density, and finer than the No. 200 sieve (silt and clay size) gradation analyses. Results of a swell-consolidation test performed on samples of the silt soils, presented on Figures 5 through 9, indicate relatively low compressibility under light loading and moderate to high compressibility when loaded after wetting. The upper soils are debris fan deposits and typically show low to moderate hydrocompression potential. The laboratory test results are summarized in Table 1.

Free water was not encountered in the upper debris fan deposits and the soils were typically slightly moist to moist. Groundwater was encountered in the underlying river gravel alluvium between depths of about 41 to 49 feet at the time of drilling. During our previous study in 2003, an apparent perched water level at a depth of about 20 feet was measured at Boring 2 located closest to the Robertson Ditch, see Figure 1.

ENGINEERING ANALYSIS

Development of the recreation site as proposed should be feasible based on geotechnical conditions. The soils encountered in the borings to depths of 13½ to 31 feet consist of debris fan deposits that tend to collapse (settle under constant load) when wetted. The amount of settlement will depend on the type and depth of the compressible soils and the

wetted depth below the foundation. The moist condition of some of the soils will tend to reduce the settlement potential but precautions should be taken to prevent wetting below the buildings and courts. Spread footings and heavily reinforcing foundation walls placed on at least 3 feet of compacted structural fill should be used to reduce the effects of any differential settlement. A heavily reinforced mat foundation designed for differential settlements or a deep foundation that extends down to the underlying, dense river gravel alluvium encountered below the debris fan deposits could also be used to reduce the settlement risk.

Eagle Valley Evaporite that underlies the project area is known to be associated with sinkholes and localized ground subsidence in the Roaring Fork River valley. A sinkhole was identified during our previous study for the subdivision development located in the 16th Fairway just to the southeast of Phase 2. A sinkhole appeared in early January, 2005 within the parking lot located more than 150 feet to the west of the recreation facilities site and a small sinkhole appeared in early May, 2005 on the western edge of the driving range. Both of these nearby sinkholes have been repaired by compaction grouting and there has been no indication of recurring subsidence. Indications of ground subsidence have not been observed in the recreation facilities site and voids that could indicate a risk of future ground subsidence were not encountered in the borings drilled for the current project. In our opinion, the risk of future ground subsidence below the project area is low and similar to other areas of the Roaring Fork River valley that overlie the Eagle Valley Evaporite where there have not been indications of ground subsidence.

Recommendations for design of the proposed recreation facilities are presented below. When preliminary building plans have been developed, we should review the information for compliance with our recommendations.

DESIGN RECOMMENDATIONS

FOUNDATIONS

Considering the subsurface conditions encountered in the exploratory borings and the nature of the proposed construction, we recommend the recreation and pool house

buildings be founded with spread footings bearing on compacted structural fill with some risk of settlement potential and building distress. Precautions should be taken to prevent post-construction wetting of the bearing soils as described below in "Underdrain System", "Site Grading" and Surface Drainage". The recommendations are also suitable for the swimming pool design. If a mat foundation or deep foundation system is considered for building support, we should be contacted for additional recommendations.

The design and construction criteria presented below should be observed for a spread footing foundation system.

- 1) Footings placed on at least 3 feet of compacted silty sand and sandy silt soils should be designed for an allowable bearing pressure of 1,500 psf. Based on experience, we expect initial settlement of footings designed and constructed as discussed in this section will be less than 1 inch. Additional differential settlements of about 1 to 2 inches could occur if the underlying debris fan soils are wetted. Due to the increased risk of wetting under the pool area, we recommend at least 5 feet of compacted silty sand and sandy silt soils be placed below the pool and pool deck areas.
- 2) The footings should have a minimum width of 20 inches for continuous walls and 2 feet for isolated pads.
- 3) Exterior footings and footings beneath unheated areas should be provided with adequate soil cover above their bearing elevation for frost protection. Placement of foundations at least 36 inches below exterior grade is typically used in this area.
- 4) The foundation should be constructed with continuous walls rather than with isolated footings as much as practical. The foundation walls should be heavily reinforced top and bottom to span local anomalies such as by assuming an unsupported length of at least 14 feet. Foundation walls acting as retaining structures should also be designed to resist lateral earth pressures as discussed in the "Foundation and Retaining Walls" section of this report.
- 5) The topsoil, existing fill and debris fan soils should be removed to a depth of at least 3 feet below design bearing level. The exposed soils in footing area should then be moistened and compacted. The on-site soils should be

replaced compacted in thin lifts to at least 98% of the standard Proctor density within 2 percentage points of optimum moisture content.

- 6) A representative of the geotechnical engineer should evaluate the compaction of the fill materials and observe all footing excavations prior to concrete placement for bearing conditions.

FOUNDATION AND RETAINING WALLS

Foundation walls and retaining structures which are laterally supported and can be expected to undergo only a slight amount of deflection should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 55 pcf for backfill consisting of the on-site soils. Cantilevered retaining structures which are separate from the buildings and can be expected to deflect sufficiently to mobilize the full active earth pressure condition should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 50 pcf for backfill consisting of the on-site soils.

All foundation and retaining structures should be designed for appropriate hydrostatic and surcharge pressures such as adjacent footings, traffic, construction materials and equipment. The pressures recommended above assume drained conditions behind the walls and a horizontal backfill surface. The buildup of water behind a wall or an upward sloping backfill surface will increase the lateral pressure imposed on a foundation wall or retaining structure. An underdrain should be provided to prevent hydrostatic pressure buildup behind walls.

Backfill should be placed in uniform lifts and compacted to at least 90% of the maximum standard Proctor density at a moisture content near optimum. Backfill in pavement and walkway areas should be compacted to at least 95% of the maximum standard Proctor density. Care should be taken not to overcompact the backfill or use large equipment near the wall, since this could cause excessive lateral pressure on the wall. Some settlement of deep foundation wall backfill should be expected, even if the material is placed correctly, and could result in distress to facilities constructed on the backfill.

The lateral resistance of foundation or retaining wall footings will be a combination of the sliding resistance of the footing on the foundation materials and passive earth pressure against the side of the footing. Resistance to sliding at the bottoms of the footings can be calculated based on a coefficient of friction of 0.35. Passive pressure of compacted backfill against the sides of the footings can be calculated using an equivalent fluid unit weight of 300 pcf. The coefficient of friction and passive pressure values recommended above assume ultimate soil strength. Suitable factors of safety should be included in the design to limit the strain which will occur at the ultimate strength, particularly in the case of passive resistance. Fill placed against the sides of the footings to resist lateral loads should be compacted to at least 95% of the maximum standard Proctor density at a moisture content near optimum.

FLOOR SLABS

The natural soils encountered below the topsoil and existing fill soils are suitable to support lightly loaded slab-on-grade construction. The debris fan soils are typically compressible when wetted and there could be some potential for slab settlement. To reduce the effects of some differential movement, nonstructural floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4 inch layer of free-draining gravel should be placed beneath basement level slabs and below the pool slab to facilitate drainage. This material should consist of minus 2 inch aggregate with at least 50% retained on the No. 4 sieve and less than 2% passing the No. 200 sieve. An impervious liner should underlie all drain rock to prevent wetting on the bearing soils as described below in "Underdrain System".

All fill materials placed for support of floor slabs should be compacted to at least 95% of maximum standard Proctor density within 2 percentage points of optimum moisture content. Required fill can consist of the fine grained debris fan soils devoid of vegetation, topsoil and oversized rock.

UNDERDRAIN SYSTEM

Although free water was generally encountered below probable excavation depth, it has been our experience in the area that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. Frozen ground during spring runoff can create a perched condition. We recommend below-grade construction, such as retaining walls, basement areas and the pool, be protected from wetting and hydrostatic pressure buildup by an underdrain system. An underdrain should not be provided around crawlspace and slabs constructed near to above the adjacent ground surface.

The drains should consist of drainpipe placed in the bottom of the wall backfill surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a suitable gravity outlet or sump and pump. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1½ feet deep. An impervious membrane, such as a 30 mil PVC liner, should be placed beneath the drain gravel in a trough shape and attached to the foundation wall with mastic to prevent wetting of the bearing soils.

SITE GRADING

Grading for the recreation facilities is expected to be relatively minor with cut and fill depths up to about 8 feet. Structural embankment fills should be compacted to at least 95% of the maximum standard Proctor density within 2 percentage points of optimum moisture content. The fill material can consist of the on-site soils excluding vegetation, topsoil and rock larger than about 6 inches. Prior to fill placement, the subgrade should be carefully prepared by removing all vegetation and topsoil and compacting to at least 90% of the maximum standard Proctor density at near optimum moisture content. The fill should be benched into slopes that exceed 20% grade. Permanent unretained cut and fill slopes should be graded at 2 horizontal to 1 vertical or flatter and protected against erosion by revegetation or other means.

SURFACE DRAINAGE

Precautions should be taken to prevent wetting of the bearing soils such as proper backfill construction, positive backfill slopes, restricting landscape irrigation and use of roof gutters. Pools inherently leak due to water lines and from surface water seeping through joints. The following drainage precautions should be observed during construction and maintained at all times after facilities have been completed:

- 1) Inundation of the foundation excavations and underslab areas should be avoided during construction.
- 2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas.
- 3) The ground surface surrounding the exterior of the building should be sloped to drain away from the foundation in all directions. The slope should be at least 6 inches in the first 5 feet in unpaved areas and at least 3 inches in the first 10 feet in paved areas. Drain gravel and granular backfill of basement walls should be capped with at least 2 feet of the on-site fine-grained soils to reduce surface water infiltration.
- 4) Roof gutters should be provided with downspouts that discharge into a storm drain pipe.
- 5) Landscaping which requires regular heavy irrigation, such as sod, and sprinkler heads should be located at least 5 feet from foundation walls.

LIMITATIONS

This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory borings drilled at the locations indicated on Figure 1, the proposed type of construction and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold or

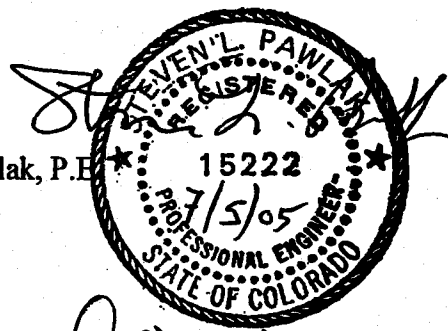
other biological contaminants (MOBC) developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

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

Respectfully Submitted,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

Steven L. Pawlak, P.E.



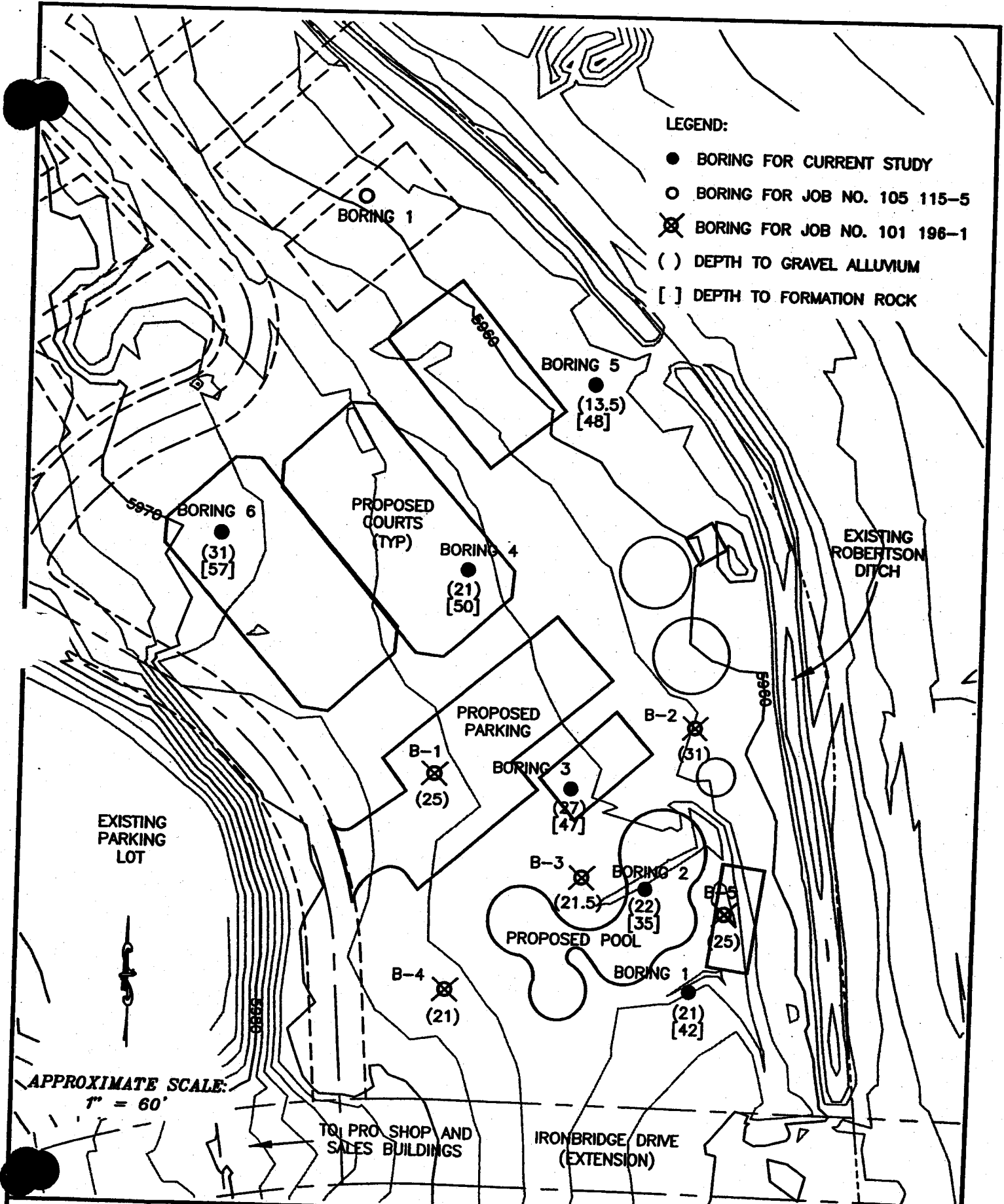
Reviewed by:

A handwritten signature in black ink, appearing to read "Daniel E. Hardin".

Daniel E. Hardin, P.E.

SLP/ksw

cc: High Country Engineering – Attn: Scott Gregory



105 115-3

HEPWORTH-PAWLAK
GEOTECHNICAL, INC.

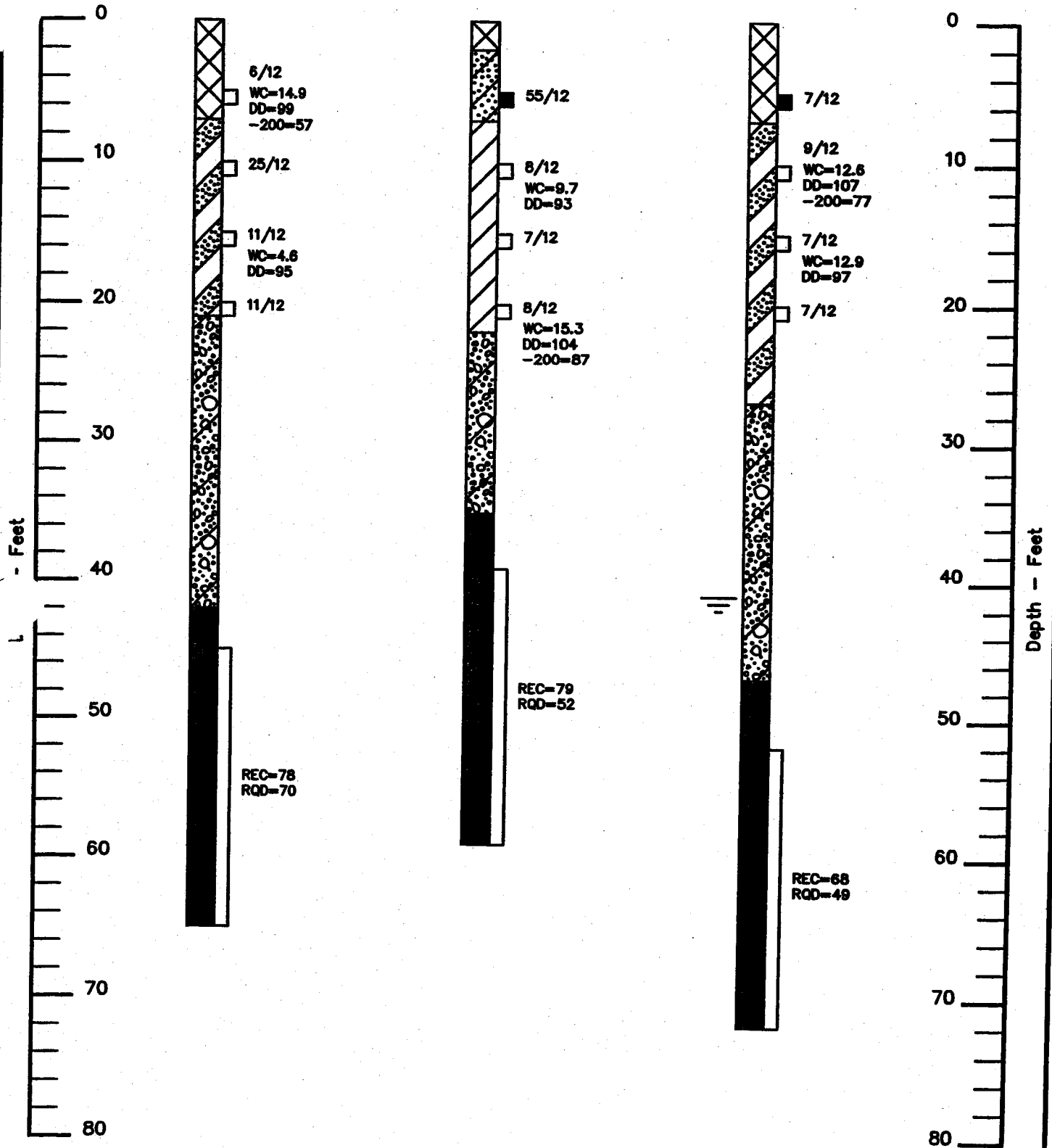
LOCATION OF EXPLORATORY BORINGS

Figure 1

BORING 1
ELEV.=5964'

BORING 2
ELEV.=5964'

BORING 3
ELEV.=5965'

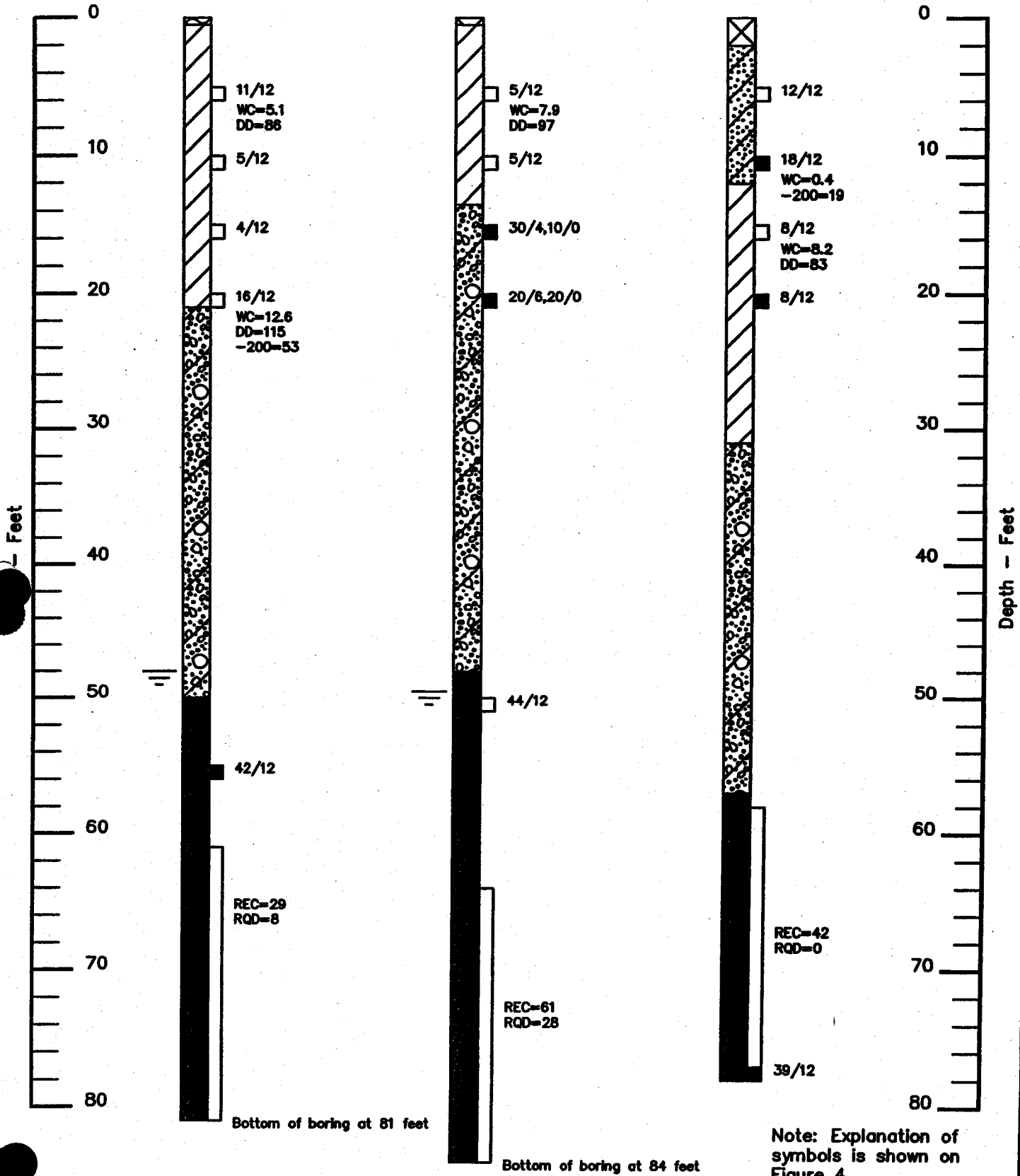


Note: Explanation of symbols is shown on Figure 4.

BORING 4
ELEV.=5965'

BORING 5
ELEV.=5958'

BORING 6
ELEV.=5968'



Note: Explanation of symbols is shown on Figure 4.

LEGEND:



FILL; on-site gravelly sand and silt soils, possibly natural soils with depth, loose, slightly moist, mixed browns.



TOPSOIL; organic sandy silt, root zone.



SILT (ML); clayey, slightly sandy to sandy, scattered gravel, medium stiff to stiff, slightly moist, light brown, slightly calcareous.



SAND AND SILT (SM-ML); stratified, scattered gravel to gravelly, loose to medium dense, slightly moist, mixed brown.



SAND AND GRAVEL (SM-GM); silty, medium dense, slightly moist, brown, subangular rock.



GRAVEL, COBBLES AND BOULDERS (GM-GP); sandy, slightly silty, dense, slightly moist, brown, rounded rock.



EAGLE VALLEY EVAPORITE; mainly siltstone, claystone and gypsum, some sandstone, dry to wet, mixed white and gray.



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



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



Drive sample blow count; indicates that 6 blows of a 140 pound hammer falling 30 inches were required to drive the California or SPT sampler 12 inches.



Boring drilled with continuous HX core. REC = Average % Recovery, RQD = Rock Quality Designation, % for entire depth cored.



Groundwater level at time of drilling.

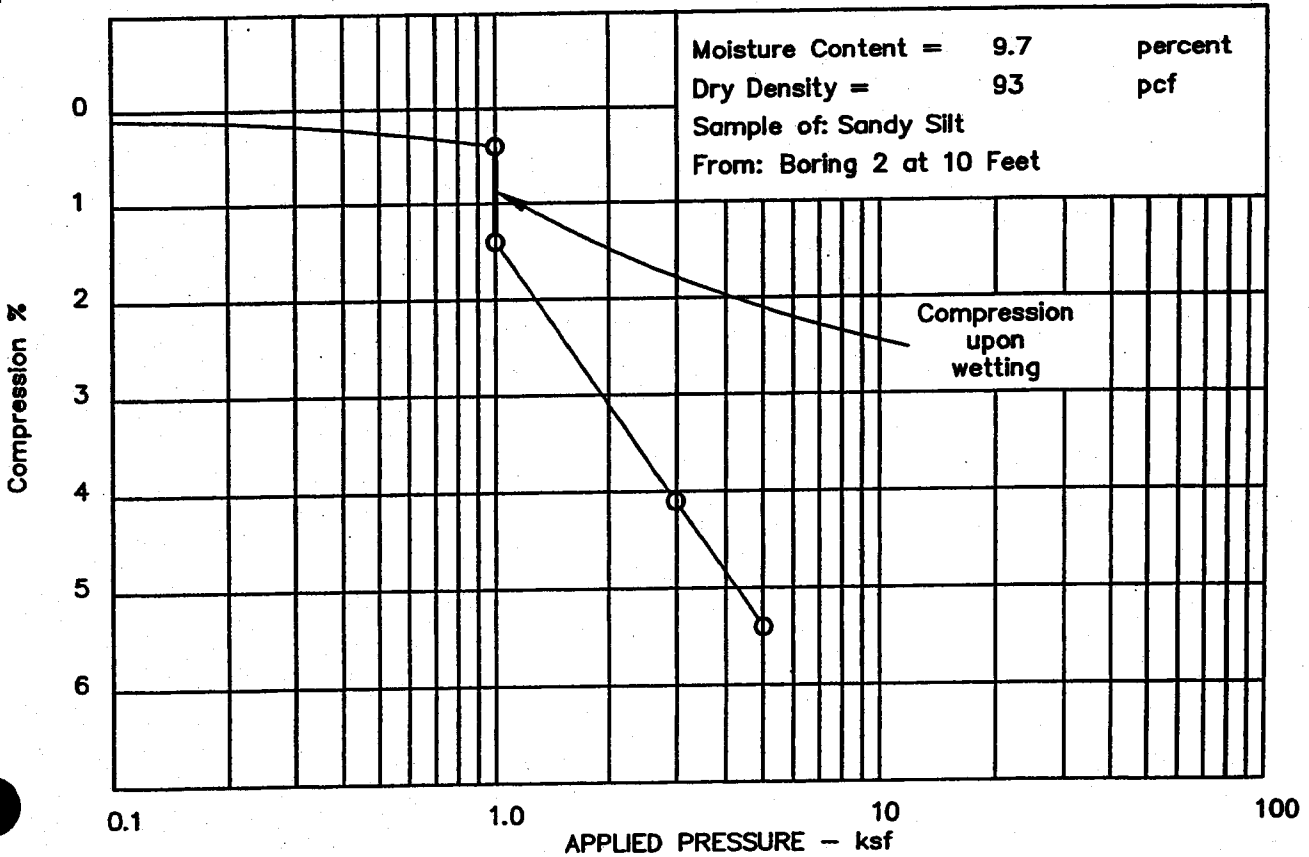
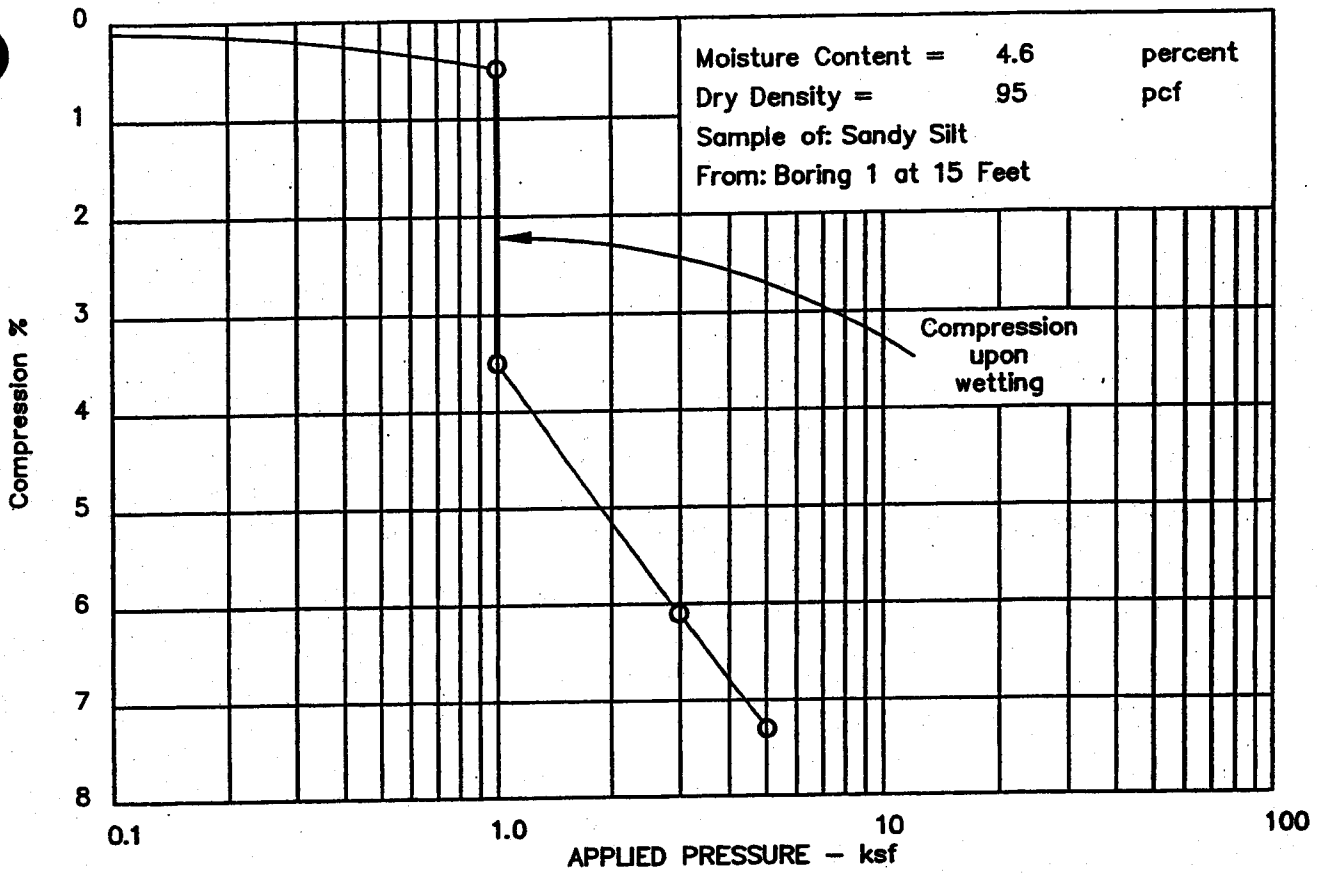
NOTES:

1. Exploratory borings were drilled between March 16 and April 3, 2005 with 8-inch diameter ODEX casing through the soils then cored to the final boring depth.
2. Locations of exploratory borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of exploratory borings were obtained by interpolation between contours shown on the site plan provided.
4. The exploratory boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the exploratory boring logs represent the approximate boundaries between material types and transitions may be gradual.
6. Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in water level may occur with time.
7. Laboratory Testing Results:

WC = Water Content (%)

γ = Dry Density (pcf)

·200 = Percent passing No. 200 sieve

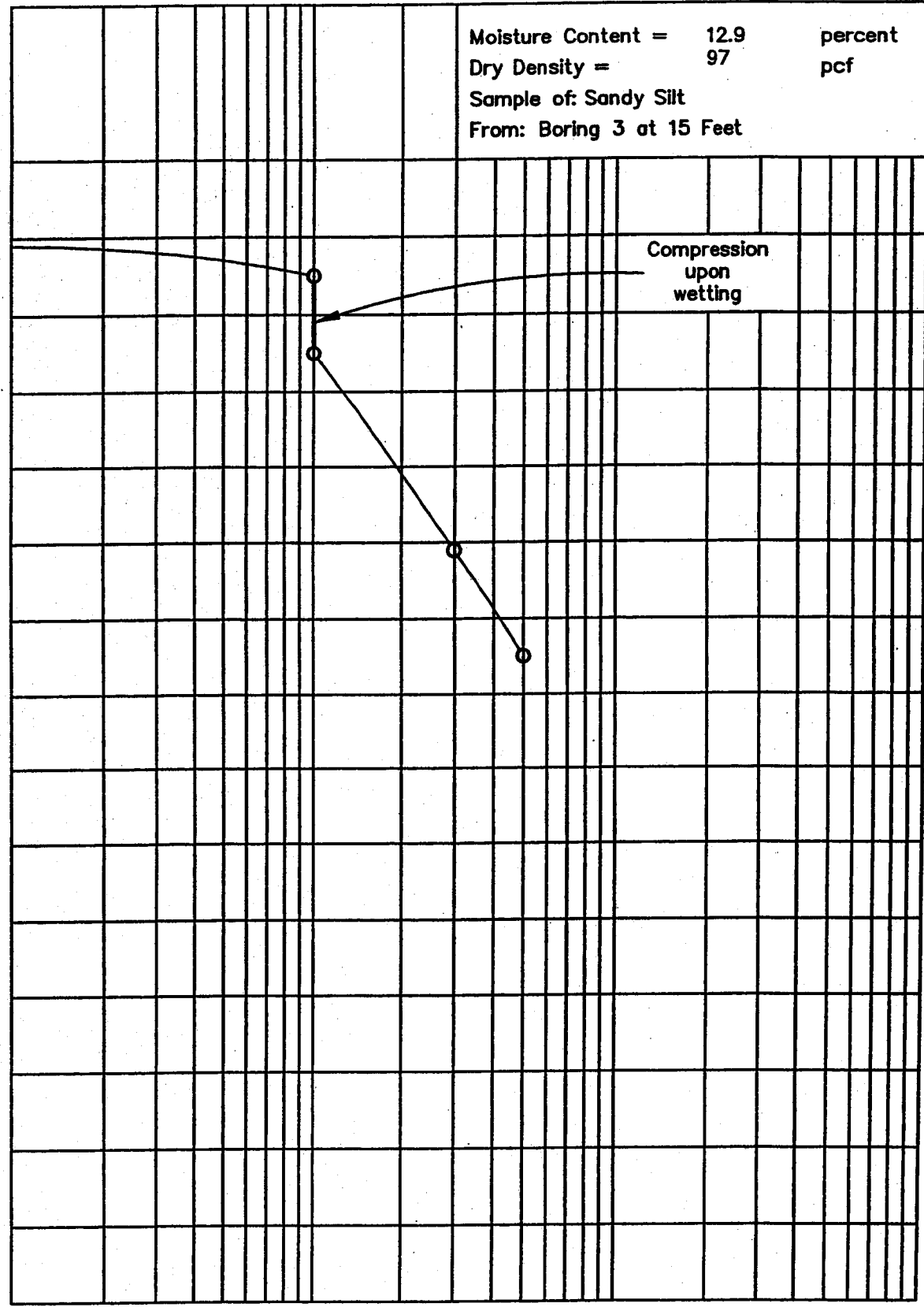


Moisture Content = 12.9 percent
 Dry Density = 97 pcf
 Sample of: Sandy Silt
 From: Boring 3 at 15 Feet

Compression %

0
1
2
3
4
5
6

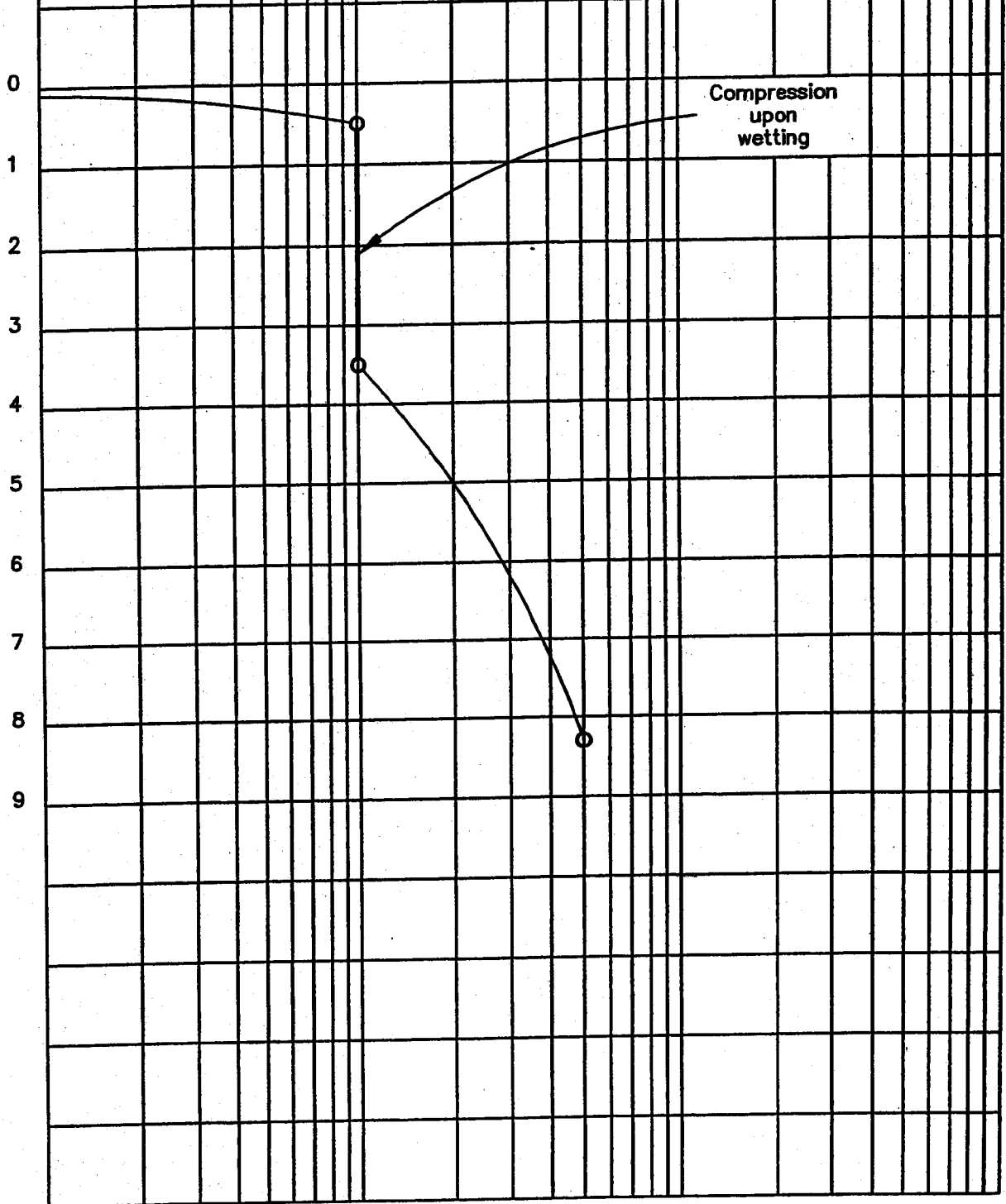
Compression upon wetting



0.1 1.0 10 100
 APPLIED PRESSURE - ksf

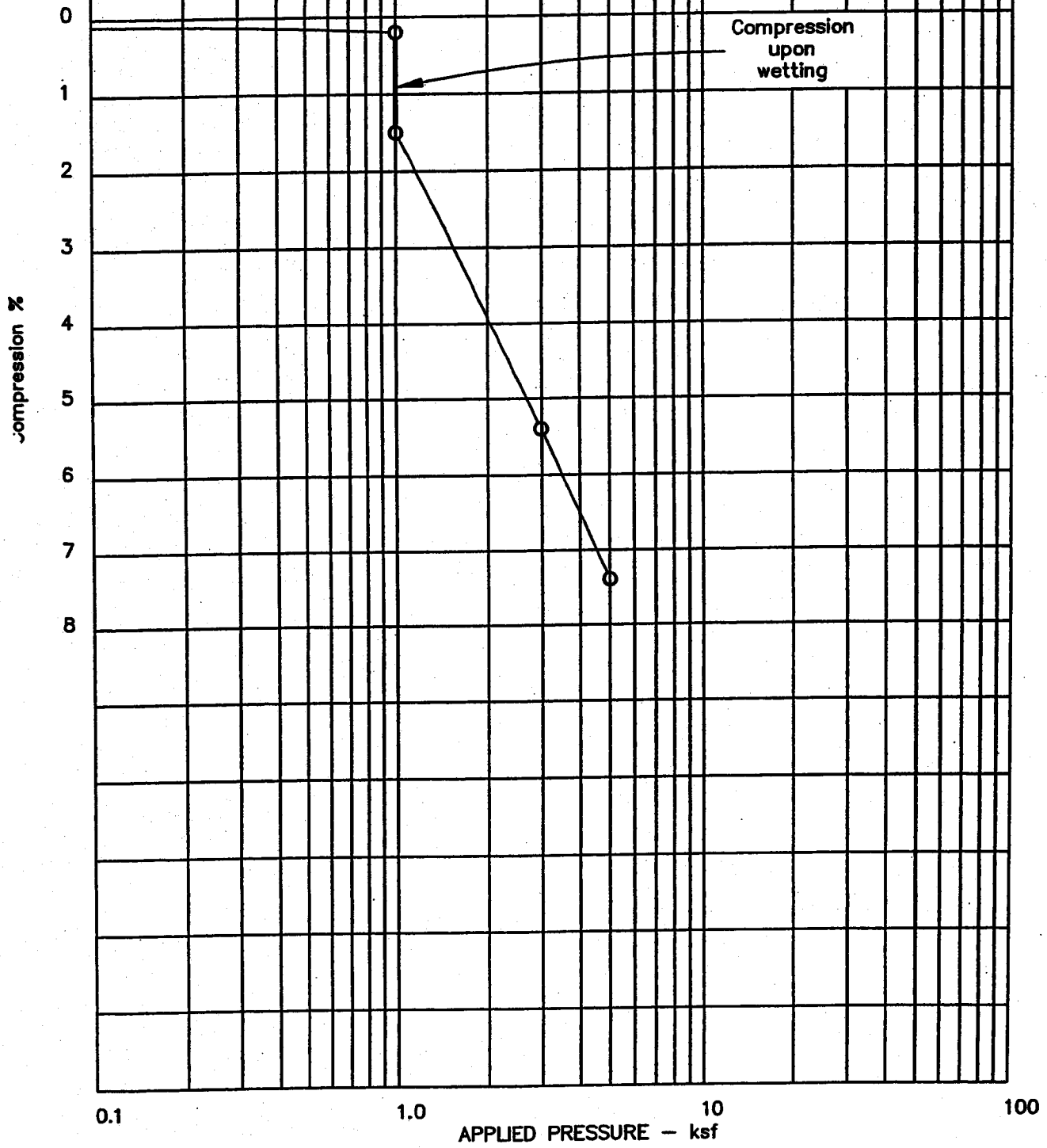
Moisture Content = 5.1 percent
 Dry Density = 86 pcf
 Sample of: Sandy Silt
 From: Boring 4 at 5 Feet

Compression %

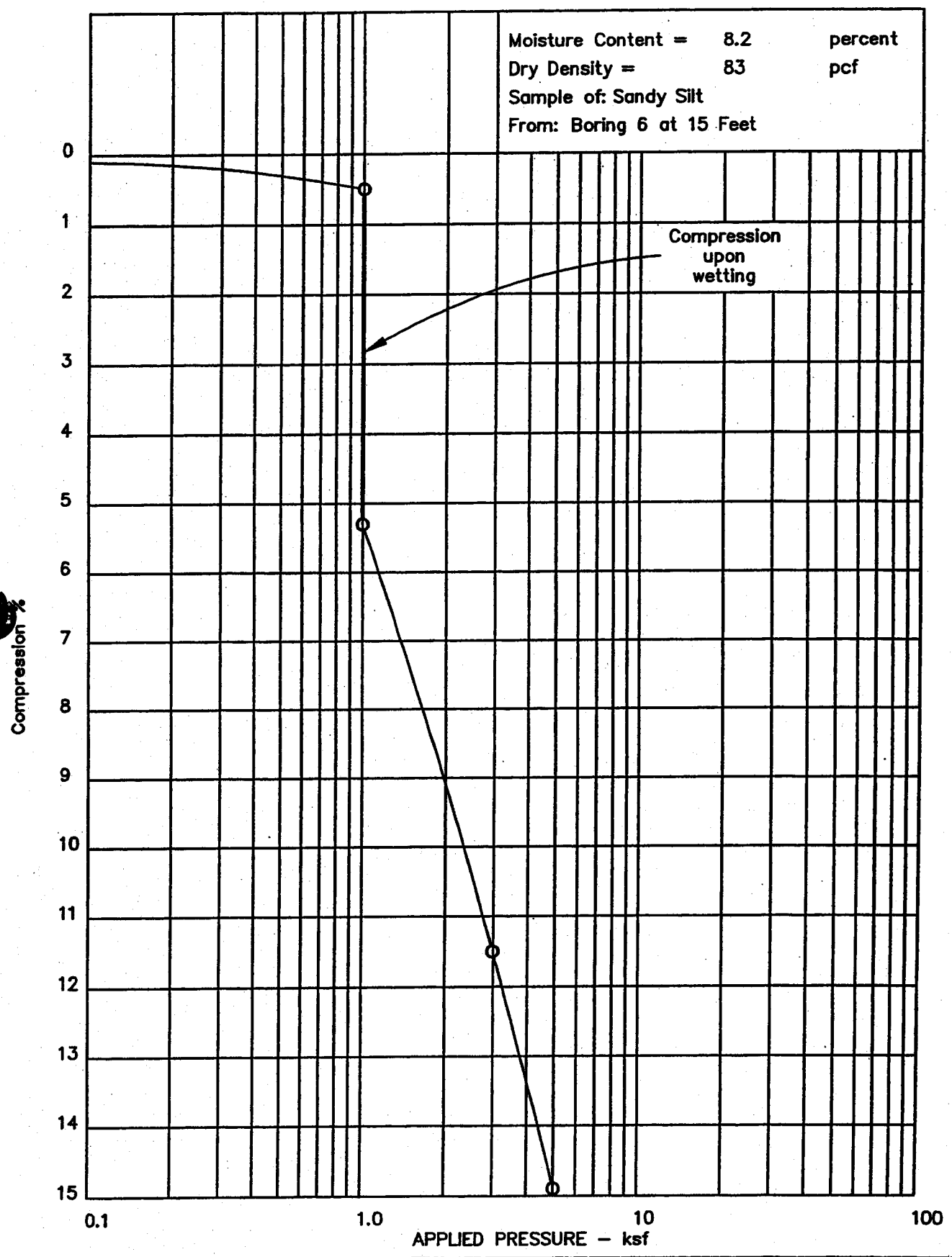


0.1 1.0 10 100
 APPLIED PRESSURE - ksf

Moisture Content = 7.9 percent
Dry Density = 97 pcf
Sample of: Sandy Silt
From: Boring 5 at 5 Feet



Moisture Content = 8.2 percent
 Dry Density = 83 pcf
 Sample of: Sandy Silt
 From: Boring 6 at 15 Feet



REPORT ON
WETLANDS DELINEATION
ENDANGERED SPECIES
CULTURAL RESOURCES
for
THE ROSE RANCH

Prepared for:

Roaring Fork Investments, L.L.C.
%Heggemeier & Stone, P.C.
1955 E. Mainstreet, Suite 200
Parker, Colorado 80136

Prepared by:

Professional Wetlands Consulting, Inc.
20 Rim Road
Boulder, CO 80302

May 30, 1997

Professional Wetlands Consulting, Inc.



May 30, 1997

Ron Heggemeier
Roaring Fork Investments, LLC
19555 East Main Street
Parker, Colorado 80134

RE: Wetlands and Endangered Species Investigation at the Rose Ranch in Garfield County, Colorado

Dear Mr. Heggemeier:

This letter summarizes the results of a wetland delineation, endangered species investigation, and archeological review conducted for the Rose Ranch in Garfield County, Colorado. Field work was completed on April 15, 16 and 17, 1997 by Professional Wetlands Consulting, Inc.

Wetland Delineation Methods Jurisdictional wetlands were field delineated and marked with survey flagging according to the Corps of Engineers Wetlands Delineation Manual (U.S. Army Corps of Engineers, 1987). Hydrophytic vegetation, hydric soils, and wetland hydrology indicators were used to differentiate between wetland and non-wetland. The wetlands boundary was surveyed by High Country Engineers, Inc. and a wetlands map was produced. The wetlands delineation was field verified by Sue Nall with the U.S. Army Corps of Engineers (Corps) on April 17, 1997. Wetlands mapping will be sent to the Corps with a request for written verification of the delineation.

Wetlands Description Approximately 20 acres of high quality riparian wetlands occur along the Roaring Fork River, and 0.5 acres of wetlands are associated with the pond near the ranch entry and the narrow eroded drainage channel that enters the property from the west. The parcel of land on the east side of the Roaring Fork River consists of very high quality wetlands and a great blue heron rookery; these wetlands should not be disturbed. It is recommended that this land be preserved given its high quality habitat for birds and wildlife, and its floodplain location.

Dominant wetlands vegetation at the Rose Ranch includes willows (*Salix spp.*), rushes (*Juncus spp.*), sedges (*Carex spp.*), thinleaf alder (*Alnus tenuifolia*), narrowleaf cottonwood (*Populus angustifolia*), tufted hairgrass (*Deschampsia cespitosa*), blue-joint reed grass (*Calamagrostis canadensis*), and reedtop (*Agrostis alba*). Functions and values of wetlands at the Rose Ranch include wildlife habitat, flood storage, nutrient retention, sediment trapping, water purification, food chain support, groundwater recharge, groundwater discharge, fish habitat, shoreline anchoring and recreation.

Endangered Species The U.S. Fish and Wildlife Service and the Colorado Division of Wildlife were contacted concerning endangered species that may occur at the site, and no known endangered species records were found for the Rose Ranch. Larry Green with the Colorado Division of Wildlife stated that eagles utilize the Roaring Fork River corridor throughout the valley, but no known critical habitat or nesting sites occur at the Rose Ranch. Mr. Green stated that protection of the blue heron rookery on the east side of the river should be a high priority, and that a buffer zone should be provided for the rookery using physical distance and/or visual barriers.

The Roaring Fork River will provide a natural buffer zone between site development and the rookery, which is across the river from development activities. It was also suggested that open space be provided for elk movement corridors across the ranch in an east-west and north-south direction. Corridor routes could include utility line easements, the Roaring Fork River, and parks.

Cultural Resources A letter was sent to the Colorado State Historical Society requesting a review of the Colorado Inventory of Cultural Resources for the Rose Ranch project area, and no sites which are eligible to be listed in the National Register of Historic Places were identified.

Section 404 Wetlands Regulations Impacts to jurisdictional wetlands and waters of the United States at the Rose Ranch should be avoided and minimized to the maximum extent practical. Impacts to wetlands and waters from filling, dewatering and permanent inundation are regulated under Section 404 of the Clean Water Act, and these activities require a permit from the Corps.

All wetlands along the Roaring Fork River at the Rose Ranch are regulated as nonheadwaters and adjacent wetlands, such that an individual Section 404 permit will be required to impact wetlands from most construction activities other than minor road crossings, streambank stabilization, habitat improvements, and utility lines. An individual Section 404 permit application requires detailed alternatives analysis outlining how impacts to wetlands were avoided and minimized to the maximum extent practicable, is subject to public comment, and must include a comprehensive wetland mitigation and monitoring plan. The individual Section 404 permitting process is time consuming, expensive and is not recommended.

Impacts to wetlands associated with the pond near the ranch entry and to the narrow eroded drainage could be authorized under Section 404 Nationwide permit #26, which allows up to 1/3 acre of wetlands impact without formal notification to the Corps (see attached). Utility line crossings through wetlands are preauthorized under Section 404 Nationwide permit #12 provided that the disturbed areas are returned to preconstruction grades and the terms and conditions of the permit are complied with. Severe riverbank erosion was not identified at the Rose Ranch, although mitigation opportunities to create new wetlands exist in many locations along the Roaring Fork River.

In summary, no significant issues were identified at the Rose Ranch concerning wetlands, endangered species, or cultural resources. The proposed project can be constructed in compliance with current Section 404 wetlands regulations, as project plans are protective of wetland and wildlife resources. Please contact me if you have any questions or if you need additional information.

Sincerely,



David Steinmann

attachments

Professional Wetlands Consulting, Inc.



November 25, 1997

Ron Heggemeier
Roaring Fork Investments, LLC
19555 East Main Street
Parker, Colorado 80134

RE: Rose Ranch PUD and Sketch Plan Comments

Dear Mr. Heggemeier:

I am writing in response to wetlands related comments for the Rose Ranch outlined in the booklet titled Rose Ranch Sketch Plan/PUD Comments and Deficiencies. Review of the sections relevant to wetlands indicates four specific concerns that need to be addressed: 1) the existence of wetlands within the limits residential lots, 2) the request that a field inspection of the property be made by the U.S. Army Corps of Engineers, 3) that wetlands buffer zones be established, 4) use of additional Best Management Practices that were recommended to protect wetlands and water quality.

- 1) In response to the concern that residential lots contain wetlands, it can be stated that wetlands within lots are outside of designated building zones and will not be impacted by construction activities. It is acceptable to have wetlands included as part of residential lots provided that the wetlands are protected; a wetlands covenant similar to the attached example and Best Management Practices can be used to protect wetlands within the limits of residential lots.
- 2) Concerning the request the project be reviewed by the U.S. Army Corps of Engineers (Corps), the Rose Ranch project site and the wetlands delineation were field reviewed by the Corps as documented in the attached letter of verification.
- 3) A wetlands buffer zone would be beneficial in protecting wetlands and is supported with a recommended setback distance of 25 feet or more between wetlands and ground disturbance.
- 4) The use of additional Best Management Practices to protect wetlands and water quality should be included as part of the project plans and is supported.

Please contact me with any questions or if you would like additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "David Steinmann".

David Steinmann

attachments



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

July 31, 1997

Regulatory Branch (199775261)

Mr. David Steinmann
Professional Wetlands Consulting, Incorporated
20 Rim Road
Boulder, Colorado 80302

Dear Mr. Steinmann:

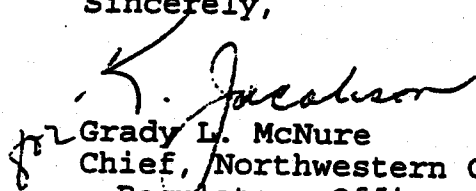
We are responding to your written request dated July 7, 1997, on behalf of Roaring Fork Investments, LLC, for a jurisdictional determination on the Rose Ranch. The property is located west and south of Highway 82 near the confluence of Cattle Creek and the Roaring Fork River within Sections 1 & 12, Township 7 South, Range 89 West, Garfield County, Colorado.

Based on a site inspection by Susan Bachini Nall of this office on April 17, 1997, we have determined that your wetland boundary delineation is accurate. The plan referenced below is an accurate depiction of the limits of Federal jurisdiction under Section 404 of the Clean Water Act. The plan is labeled:

Rose Ranch - Garfield County
Final Wetland Map
Date: 7-7/97

This verification is valid for a period of five years from the date of this letter and is based on information supplied by you. If that information proves to be false or incorrect, we will adjust our determination accordingly. We have assigned number 199775261 to this determination. Please contact Ms. Nall and refer to this number if you have any questions regarding this matter and for permit requirements at (970) 243-1199, extension 16 or the address below.

Sincerely,


Grady L. McNure
Chief, Northwestern Colorado
Regulatory Office
402 Rood Avenue, Room 142
Grand Junction, Colorado 81501-2563

Copies Furnished:

HP Geotech

HEPWORTH-PAWLAK GEOTECHNICAL

Hepworth-Pawlak Geotechnical, Inc.
5020 County Road 154
Glenwood Springs, Colorado 81601
Phone: 970-945-7986

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

March 24, 2003

LB Rose Ranch, LLC
Attn: Mike Staheli
100 Westbank Road
Glenwood Springs, Colorado 81601

Job No. 101 196-1

Subject: Radiation Potential, Rose Ranch Development, Garfield County,
Colorado.

Dear Mr. Staheli:

As requested, we have reviewed our previous geotechnical study performed for the development (Hepworth-Pawlak Geotechnical, 1997) with respect to potential radiation impacts.

The project site is not located on geologic deposits that would be expected to have high concentration of radioactive minerals. However, there is a potential that radon gas could be present in the area. It is difficult to assess future radon gas concentrations in buildings before the buildings are constructed. Testing for radon gas levels could be done when the residences and other occupied structures have been completed. New buildings are often designed with provisions for ventilation of lower enclosed areas should post construction testing show unacceptable radon gas concentration.

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

Sincerely,

HEPWORTH-PAWLAK GEOTECHNICAL, INC.

Steven L. Pawlak, P.E.

SLP/rso

cc: High Country Engineering - Attn: Joe Hope

Reference:

Hepworth-Pawlak Geotechnical (1997). *Preliminary Geotechnical Study, Rose Ranch Development, County Road 109, Garfield County, Colorado, Job No. 197 327, October 29, 1997.*

Parker 303-841-7119 • Colorado Springs 719-633-5562 • Silverthorne 970-468-1989

TOTAL P.01

Land Title Guarantee Company

CUSTOMER DISTRIBUTION



Date: 03-07-2007

Our Order Number: GW63000349

Property Address:

If you have any inquiries or require further assistance, please contact one of the numbers below:

For Title Assistance:
Glenwood Springs "GW" Unit

1317 GRAND AVE #200
GLENWOOD SPRINGS, CO 81601
Phone: 970-945-2610
Fax: 970-945-4784

BALCOMB & GREEN
PO DRAWER 790
818 COLORADO AVE
GLENWOOD SPRINGS, CO 81602

Attn: **TIM THULSON**

Phone: **970-945-6546**

Fax: **970-945-9769**

Copies: **1**

Sent Via **US Postal Service**

Land Title Guarantee Company



Date: 03-07-2007

Our Order Number: GW63000349

Property Address:

Buyer/Borrower:
TBD

Seller/Owner:
LB ROSE RANCH LLC, A DELAWARE LIMITED LIABILITY COMPANY

Need a map or directions for your upcoming closing? Check out Land Title's web site at www.ltgc.com for directions to any of our 54 office locations.

ESTIMATE OF TITLE FEES

ALTA Owners Policy 10-17-92

TBD

If Land Title Guarantee Company will be closing this transaction, above fees will be collected at that time.

TOTAL

\$0.00

Old Republic National Title Insurance Company

ALTA COMMITMENT

Our Order No. GW63000349

Schedule A

Cust. Ref.:

Property Address:

1. Effective Date: February 08, 2007 at 5:00 P.M.

2. Policy to be Issued, and Proposed Insured:

"ALTA" Owner's Policy 10-17-92

Proposed Insured:

TBD

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

LB ROSE RANCH LLC, A DELAWARE LIMITED LIABILITY COMPANY

5. The land referred to in this Commitment is described as follows:

FUTURE DEVELOPMENT PHASE III
IRONBRIDGE PLANNED UNIT DEVELOPMENT
PHASE II, FILINGS 1, 2 AND 3
ACCORDING TO THE PLAT RECORDED JULY 19, 2006 UNDER RECEPTION NO. 702420

COUNTY OF GARFIELD
STATE OF COLORADO

ALTA COMMITMENT**Schedule B-1****(Requirements)****Our Order No. GW63000349****The following are the requirements to be complied with:**

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

ALTA COMMITMENT**Schedule B-2****(Exceptions)****Our Order No. GW63000349**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
7. Any unpaid taxes or assessments against said land.

Liens for unpaid water and sewer charges, if any.

9. **RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 20, 1899, IN BOOK 12 AT PAGE 509 AND RECORDED JANUARY 15, 1896 IN BOOK 12 AT PAGE 394 AND RECORDED MARCH 24, 1896 IN BOOK 12 AT PAGE 411 AND RECORDED FEBRUARY 17, 1896 IN BOOK 12 AT PAGE 408 AND RECORDED MAY 17, 1897 IN BOOK 12 AT PAGE 460.**
10. **RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 20, 1899, IN BOOK 12 AT PAGE 509 AND RECORDED JANUARY 15, 1896 IN BOOK 12 AT PAGE 394 AND RECORDED MARCH 24, 1896 IN BOOK 12 AT PAGE 411 AND RECORDED FEBRUARY 17, 1896 IN BOOK 12 AT PAGE 408 AND RECORDED MAY 17, 1897 IN BOOK 12 AT PAGE 460 AND RECORDED NOVEMBER 29, 1913 IN BOOK 92 AT PAGE 326.**
11. **RESERVATIONS AS CONTAINED IN PATENT RECORDED AND RECORDED JULY 1, 1969 IN BOOK 402 AT PAGE 587.**
12. **MAPS AND STATEMENTS OF THE ROBERTSON DITCH RECORDED JANUARY 2, 1884 IN BOOK 7 AT PAGE 115 AND FILED JUNE 30, 1888 AS RECEPTION NO. 7200.**

ALTA COMMITMENT**Schedule B-2****(Exceptions)****Our Order No. GW63000349**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

13. **TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JANUARY 09, 1979 IN BOOK 521 AT PAGE 468.**
14. **TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 98-80 RECORDED SEPTEMBER 09, 1998 IN BOOK 1087 AT PAGE 862.**
15. **TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED DECEMBER 07, 1998 IN BOOK 1102 AT PAGE 643, AND AGREEMENT RECORDED OCTOBER 17, 2002 IN BOOK 1396 AT PAGE 980.**
16. **TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 99-067 RECORDED JUNE 08, 1999 IN BOOK 1133 AT PAGE 911.**
17. **TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 99-068 RECORDED JUNE 08, 1999 IN BOOK 1133 AT PAGE 922.**
18. **TERMS, CONDITIONS AND RESERVATIONS CONTAINED IN MINERAL DEED RECORDED MAY 15, 1964 IN BOOK 358 AT PAGE 63.**
19. **TERMS, CONDITIONS, AND PROVISIONS OF SUBDIVIDER'S AGREEMENT RECORDED SEPTEMBER 11, 2000, IN BOOK 1206 AT PAGE 629 AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 11, 2000, IN BOOK 1206 AT PAGE 637, AND AMENDED IN INSTRUMENT RECORDED NOVEMBER 14, 2000 IN BOOK 1217 AT PAGE 266, AND AMENDED IN INSTRUMENT RECORDED FEBRUARY 20, 2002 IN BOOK 1330 AT PAGE 418 AND AMENDED IN INSTRUMENT RECORDED MARCH 1, 2002 IN BOOK 1333 AT PAGE 855, AND AMENDED IN INSTRUMENT RECORDED JUNE 16, 2004 IN BOOK 1596 AT PAGE 871.**
20. **TERMS, CONDITIONS AND PROVISIONS OF PRE-INCLUSION AGREEMENT RECORDED SEPTEMBER 11, 2000 IN BOOK 1206 AT PAGE 640.**
21. **RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS**

ALTA COMMITMENT**Schedule B-2****(Exceptions)****Our Order No. GW63000349**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

CONTAINED IN INSTRUMENT RECORDED MARCH 18, 2003, IN BOOK 1447 AT PAGE 884 AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 09, 2004, IN BOOK 1646 AT PAGE 3, FIRST SUPPLEMENTAL RECORDED JULY 19, 2006 IN BOOK 1822 AT PAGE 283.

- 22. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JULY 19, 2006, IN BOOK 1822 AT PAGE 287.**

- 23. TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF GOLF FACILITIES RECORDED SEPTEMBER 11, 2000 IN BOOK 1206 AT PAGE 734.**

TERMS, CONDITIONS AND PROVISIONS, EASEMENTS AND RIGHTS OF WAY RECORDED SEPTEMBER 11, 2000 IN BOOK 1206 AT PAGE 748.

- 25. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 11, 2000 IN BOOK 1206 AT PAGE 780.**

- 26. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT OF SUBDIVISION RIGHTS AND APPROVALS RECORDED DECEMBER 12, 2000 IN BOOK 1221 AT PAGE 745.**

- 27. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 2004-20 RECORDED FEBRUARY 11, 2004 IN BOOK 1560 AT PAGE 431, CORRECTION RESOLUTION NO. 2004-26 RECORDED MARCH 2, 2004 IN BOOK 1565 AT PAGE 600.**

- 28. EASEMENTS, RIGHTS OF WAY AND ALL MATTERS SHOWN ON THE PLAT RECORDED JUNE 16, 2004 UNDER RECEPTION NO. 654210.**

- 29. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE COVENANTS ESTABLISHING COMMON AREA MAINTENANCE RECORDED FEBRUARY 28, 2005 IN BOOK 1665 AT PAGE 950.**

ALTA COMMITMENT**Schedule B-2****(Exceptions)****Our Order No. GW63000349**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

30. **EASEMENTS, RIGHTS OF WAY AND ALL MATTERS SHOWN ON THE FINAL PLAT OF PHASE II RECORDED JULY 19, 2006 UNDER RECEPTION NO. 702420.**
31. **TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 2006-35 RECORDED MARCH 22, 2006 IN BOOK 1782 AT PAGE 269.**
32. **TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 2006-34 RECORDED MARCH 22, 2006 IN BOOK 1782 AT PAGE 264.**
33. **TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JULY 19, 2006 IN BOOK 1822 AT PAGE 250.**

LAND TITLE GUARANTEE COMPANY and LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**DISCLOSURE STATEMENTS**

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district.
- B) A Certificate of Taxes Due listing each taxing jurisdiction may be obtained from the County Treasurer's authorized agent.
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,
LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- * applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- * your transactions with, or from the services being performed by, us, our affiliates, or others;
- * a consumer reporting agency, if such information is provided to us in connection with your transaction; and
- * the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- * We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- * We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- * Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- * We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ROSE RANCH WILDLIFE REPORT

Prepared for

**Roaring Fork Investments
19555 E. Main Street, Suite 200
Parker, CO 80134**

Prepared by

**Kirk H. Beattie, Ph.D.
Beattie Natural Resources Consulting, Inc.
1546 E. 12th Street
Rifle, CO 81625**



September 26, 1997

EXECUTIVE SUMMARY

The applicant of the Rose Ranch Planned Unit Development was requested by Garfield County to correct deficiencies in the wildlife portion of the PUD submission package by retaining a wildlife specialist to develop a wildlife species list for the Rose Ranch and to determine the amount of open space required to protect migratory routes. Beattie Natural Resources Consulting prepared a wildlife report which meets and exceeds the County's request.

There are 443 species of birds, 129 species of mammals, and 64 species of reptiles and amphibians which are permanent residents or visit at some time during the year in Colorado. A total of 321 species of wildlife are recorded for the Glenwood Springs latilong block (6 amphibians, 8 lizards, 6 snakes, 66 mammals, and 235 species of birds). The Glenwood Springs latilong block is bounded by 39° and 40° latitude and 107° and 108° longitude. The Rose Ranch lies in the eastern portion of the Glenwood Springs latilong block. The Rose Ranch contains 4 habitat types: riparian transition, irrigated pastures, sagebrush-rabbitbrush, and pinyon-juniper. Restricting occurrence of wildlife to those which might be expected to occur in one or more of the four habitat types in the Garfield County latilong block reduced the number of potential species from 321 to 225.

Previous ranch owner Jim Rose was shown a photograph of each of the 321 species of wildlife reported to occur in the Glenwood Springs latilong block. Mr. Rose reported that in the past five years he has noted the presence on his ranch of 2 species of amphibians, 2 species of reptiles, 20 species of mammals, and 36 species of birds. Kirk Beattie conducted a field survey of the Rose Ranch on September 9, 1997 and surveyed the Roaring Fork River, the river shoreline, the riparian transition area west of the river, the wetlands in and adjacent to the riparian transition area, the irrigated pastures east of County Road 109, the sagebrush-rabbitbrush fields east of County Road 109, the curtilage of the main ranch house, the wetland to the west of the ranch main entry road, and the pinyon-juniper habitat west of County Road 109. Dr. Beattie detected 1 reptile species, no amphibians, 10 species of mammals, and 27 species of birds. The most abundant species of birds observed were Canada geese (n=211), European starlings (n=150+), black-billed magpies (n=24), red-breasted mergansers (n=18), and mallards (n=12). Colorado and least chipmunks were the most abundant mammals observed.

Kirk Beattie interviewed District Wildlife Manager Larry Green in person on September 16, 1997. He presented Mr. Green a list of all wildlife species reported for the Glenwood Springs latilong block (n=321) and asked him to confirm those species he had observed on the Rose Ranch as well as those species his experience led him to believe might occur on the Rose Ranch. Mr. Green reported that 1 species of amphibian, 3 species of snakes, 24 species of mammals, and 84 species of birds occur, have occurred, and/or might occur on the Rose Ranch as residents or migrants.

A wildlife species list for the Rose Ranch was developed based on a September 9 field survey by Kirk Beattie, a September 11 in-person interview with Jim Rose, and a

September 16 in-person interview with Larry Green. The list contains a total of 127 species of wildlife and includes 3 species of amphibians, 4 species of reptiles, 29 species and types (e.g. bats) of mammals, and 93 species of birds.

Available evidence leads to the conclusion that, with the exception of the bald eagle, there are no federal or state threatened or endangered terrestrial vertebrates occurring on the Rose Ranch at any time during the year.

Garfield County requested that a determination be made of the extent of open space required to protect migratory routes of wildlife on the Rose Ranch. Dr. Beattie discussed the issue of wildlife migratory routes on the Rose Ranch with Larry Green. Dr. Beattie and Mr. Green are in agreement that there are no migratory routes for wildlife on the Rose Ranch.

The Colorado Division of Wildlife maintains a wildlife mapping database called the Wildlife Resource Information System (WRIS). The system is updated yearly and is capable of producing maps showing areas used by a wildlife species during a specific time of the year and/or for a specific purpose. WRIS is on a computer file in the Garfield County Planning Department. The file contains maps for Garfield County for 22 species and species groups. The enclosed report contains all WRIS maps of all possible occurrences of mapped wildlife for the Rose Ranch.

Dr. Beattie met with District Wildlife Managers Kevin Wright and Larry Green on September 16, 1997 to gather information and to solicit their input on wildlife issues that might be associated with the Rose Ranch PUD. He analyzed and evaluated their comments and concerns in addition to identifying mechanisms for altering the potential impact of the development on wildlife.

There appear to be six wildlife issues associated with the Rose Ranch PUD:

1. Impact of development on elk and mule deer winter range.
2. Impact of development on great blue herons.
3. Allowing year-round use of the proposed Fishing Park by residents of the Rose Ranch PUD and residents of contiguous subdivisions could negatively impact great blue heron nesting.
4. How will wildlife travel from west of County Road 109 to the Roaring Fork River?
5. Human activities occurring on the PUD to the west of County Road 109 could impact golden eagle nesting.
6. Dogs owned by Rose Ranch PUD homeowners may harm wildlife.

Dr. Beattie provided the following recommendations in response to the issues:

1. The portion of the Rose Ranch lying west of County Road 109 should be closed to public access from December 1 to March 31 each year, with the exception of access for golfing and access to and including the planned active recreation area. Limiting use of this area will reduce stress on wintering mule deer and elk.

2. Entry to the proposed Floaters Park should be prohibited from March 1-July 15 each year. This restriction will allow great blue herons to initiate and complete efforts to nest and to hatch and fledge their young. Roaring Fork Investments should enter into discussions with the CDOW regarding lease of the 6.3 acre rookery by the CDOW or should develop a conservation easement with appropriate safeguards to allow great blue herons to initiate and complete nesting efforts.
3. Human entry into the proposed fishing park at its currently proposed location should be prohibited from March 1-July 15 each year. The project planner should investigate the feasibility of an alternate location for a proposed fishing park.
4. To facilitate movement of wildlife from west of County Road 109 to the Roaring Fork River, vegetative screening should be planted on the tops of the north and south banks of the east-west drainage occurring between lots 63/195 and 64/194. Vegetative screening will provide psychological security to wildlife traveling from the western edge of the development to the Roaring Fork River.
5. Public use of the southern 200-300 yard portion of the planned pedestrian trail north of the planned overlook to the west of County Road 109 should be prohibited from March 15-July 15 each year to reduce potential disturbance of a pair of nesting golden eagles.
6. Before a Rose Ranch PUD homeowner is allowed to possess a dog within his/her building envelope, he/she should be required to construct a kennel or a dog-proof fence to provide for containment of the dog when the dog is outside and unsupervised. A proposed Code of Covenants and Restrictions for the Rose Ranch PUD should require that when a dog is outside of a building envelope, it must be leashed.

The most important wildlife habitats on the Rose Ranch are the Roaring Fork River, the riparian transition habitat along the river, and the pinyon-juniper hillsides west of County Road 109. All three habitats have been designated as open space by the developer. The development plan has incorporated mechanisms and strategies for reducing conflicts and for facilitating use of the PUD by wildlife following development. The Rose Ranch PUD, after incorporating wildlife planning recommendations, will result in a balance to the dilemma of how to provide housing for humans while retaining the natural character of the landscape and its wildlife inhabitants.

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INTRODUCTION

On August 26, 1997 the applicant of the Rose Ranch Planned Unit Development (PUD), Ronald Heggemeier, was advised by Garfield County Senior Planner Victoria Giannola and County Attorney Don DeFord to correct deficiencies in the wildlife portion of the PUD submission package for the Rose Ranch. Garfield County requested that:

"The applicant shall submit a wildlife inventory prepared by a wildlife specialist since the proposal noted the presence of wildlife and the reservation of open space corridors to protect the migratory paths on-site. The report would include a determination of the species present and the extent of open space required to protect their migratory routes."

I have prepared this report to provide the information requested of the applicant by Garfield County. Fig. 40 provides background information to establish my credibility as a wildlife specialist.

WILDLIFE INVENTORY OF THE ROSE RANCH

The term "wildlife" traditionally is defined as all nondomesticated terrestrial vertebrates and includes birds, mammals, reptiles, and amphibians. There are 443 species of birds, 129 species of mammals, and 64 species of reptiles and amphibians which are permanent residents or visit at some time during the year in Colorado.

Latilong Records

As a starting point for developing a wildlife species list for the Rose Ranch, I searched the Colorado Division of Wildlife (CDOW) latilong records. These records are part of the Colorado Mammal Distribution Latilong Study (Meaney 1990), the Colorado

Bird Distribution Latilong Study (Kingery 1987), and the Colorado Reptile and Amphibian Distribution Latilong Study (Hammerson and Langlois 1981). The latilong system uses lines of latitude and longitude to divide Colorado into 28 blocks (Fig. 1). The Glenwood Springs latilong block (block 9 in Fig. 1) is bounded by 39° and 40° latitude and 107° and 108° longitude. The Rose Ranch lies in the eastern portion of the Glenwood Springs latilong block. The Colorado wildlife latilong system uses the best available scientific information to determine the species of wildlife which occur in a latilong block. Tables 2, 4, and 6 present the reptiles/amphibians, mammals, and birds, respectively, reported to occur in the Glenwood Springs latilong block (Hammerson and Langlois 1981, Meaney 1990, Kingery 1987). A total of 321 species of wildlife are recorded for the Glenwood Springs latilong block (6 amphibians, 8 lizards, 6 snakes, 66 mammals, and 235 species of birds). The Rose Ranch contains 4 habitat types: riparian transition, irrigated pastures, sagebrush-rabbitbrush, and pinyon-juniper. Because some of the 321 species of wildlife in the Glenwood Springs block occur only at higher elevations and/or in different habitats or habitat associations than those found on the Rose Ranch, the number of species of wildlife residing on or visiting the Rose Ranch will be less than the 321 species reported for the entire block.

Latilong Records for Specific Habitat Types

I contacted Pam Schnurr with the CDOW in Grand Junction and requested that she provide a list of wildlife which would be expected to occur in one or more of the four Rose Ranch habitat types within the Glenwood Springs latilong block. Tables 3, 5, and 7 present the reptiles/amphibians, mammals, and birds that utilize sagebrush-

rabbitbrush, pinyon-juniper, riparian transition, and/or agricultural areas as breeding, non-breeding, or migratory habitats. Restricting occurrence to one or more of these four habitat types did not reduce the number of potential reptiles and amphibians (Tables 2 and 3) but did reduce the potential mammal species from 66 to 56 and the number of potential bird species from 235 to 149. Thus, a maximum of 225 species of wildlife could be expected to occur in one or more of the four habitat types in the Glenwood Springs latilong block. Of the 225 species, some will not occur on the Rose Ranch because of its particular elevation, because it does not contain the particular arrangement of various habitats which some species prefer, and because geographically-isolated populations within the Glenwood Springs latilong block have not expanded their range to include the Rose Ranch.

Interview With Jim Rose

To gain more information about wildlife of the Rose Ranch, I interviewed Jim Rose in person on September 11, 1997. Mr. Rose, the former owner of the ranch, lived onsite for 30 years before moving to another ranch this year. I asked Mr. Rose about wildlife he had observed on the ranch over the years. To further his recollection and to stimulate his recall, I showed him a photograph of each of the 321 species of wildlife reported to occur in the Glenwood Springs latilong block. Mr. Rose reported that in the past five years he has noted the presence of 2 species of amphibians, 2 species of reptiles, 20 species of mammals, and 36 species of birds (Table 10). As with many laymen, Mr. Rose was unfamiliar with many species of small mammals and songbirds. For this reason, some species of songbirds which are temporary visitors to or nest on

the Rose Ranch, and some small mammals which are permanent residents of the Rose Ranch, do not appear in Table 10. For the same reason, categories such as "bats", "field mice", and "chipmunks" appear in Table 10 instead of specific species of wildlife. These comments are not intended to reflect negatively on Mr. Rose but indicate his orientation to larger and more visible wildlife.

Mr. Rose reported that in the 30 years he lived on the Rose Ranch, there were concentrations of elk on the ranch during three years. These were heavy snow years and the elk wintered at low elevations. Mr. Rose's opinion is that these elk would not have concentrated on his ranch had hay he fed to his cattle during the winter not been available to the elk. In other years he reported seeing an occasional elk or elk tracks. According to Mr. Rose, about 20 elk reside around Dry Park to the west of the ranch. With respect to mule deer, Mr. Rose reported that use of his ranch by deer has declined since houses were built on Westbank Mesa to the north of his ranch. Some of the comments Mr. Rose made about wildlife on his ranch, or absent from his ranch, are as follows:

- ▶ No sage grouse have ever been observed on the ranch.
- ▶ No black bears have every been observed on the ranch.
- ▶ Sandhill cranes visit for a week or so in the spring.
- ▶ Mr. Rose sighted a mountain lion west of County Road 109 on his ranch on two occasions over a 30 year period.
- ▶ Mr. Rose occasionally sighted a bobcat on that portion of his ranch west of County Road 109.
- ▶ Mr. Rose observed a mink 10 years ago and wild turkeys more than 5 years ago.

- ▶ Mr. Rose has sighted golden eagles perched in the tops of dead trees along the Roaring Fork River.
- ▶ Mr. Rose reported that 12 pairs of great blue herons nested in tree stick nests on his ranch this past spring and summer.
- ▶ Mr. Rose reports that the ranch is "thick" with coyotes and red foxes.

Field Survey

I conducted a field survey of the Rose Ranch on September 9, 1997. I surveyed the Roaring Fork River, the river shoreline, the riparian transition area west of the river, the wetlands in and adjacent to the riparian transition area, the irrigated pastures east of County Road 109, the sagebrush-rabbitbrush fields east of County Road 109, the curtilage of the main ranch house, the wetland to the west of the ranch main entry road, and the pinyon-juniper habitat west of County Road 109. Table 8 lists the wildlife I detected and the habitat types where the observations occurred. In some cases I noted presence of a species based only on its call (e.g. American goldfinch, Western wood pewee, black-capped chickadee) or sign it had left (e.g. coyote, mule deer, elk, mink) [Table 9]. I detected 1 reptile species, no amphibians, 10 species of mammals, and 27 species of birds. The most abundant species of birds observed were Canada geese (n=211), European starlings (n=150+), black-billed magpies (n=24), red-breasted mergansers (n=18), and mallards (n=12). Colorado and least chipmunks were the most abundant mammals observed.

Interview With Larry Green

Larry Green is a District Wildlife Manager with the Colorado Division of Wildlife in Glenwood Springs and has been employed by the CDOW for 26 years. Mr. Green is

very familiar with the wildlife of Garfield County and is particularly familiar with wildlife of the Rose Ranch. Mr. Green pastured his horses on the Rose Ranch for many years and because of this activity, patrols, and calls for service in this area, he probably has more familiarity with wildlife which use this area than any other person in the Roaring Fork Valley.

I interviewed Mr. Green in person on September 16, 1997. I presented Mr. Green a list of all wildlife species reported for the Glenwood Springs latilong block (n=321) and asked him to confirm those species he had observed on the Rose Ranch as well as those species his experience led him to believe might occur on the Rose Ranch. Mr. Green reported that 1 species of amphibian, 3 species of snakes, 24 species of mammals, and 84 species of birds occur, have occurred, and/or might occur on the Rose Ranch as residents or migrants (Table 12).

Wildlife Species List for the Rose Ranch

Table 11 is a wildlife species list for the Rose Ranch based on a September 9 field survey by Kirk Beattie, a September 11 in-person interview with Jim Rose, and a September 16 in-person interview with Larry Green. The list contains a total of 127 species of wildlife and includes 3 species of amphibians, 4 species of reptiles, 29 species and types (e.g. bats) of mammals, and 93 species of birds.

Limitations of Wildlife Species List and Cautionary Note

I am confident there are other species of wildlife in addition to those listed in Table 11 that reside on or visit the Rose Ranch. Types of wildlife conspicuously notable absent from Table 11 include various species of "field mice", songbirds, and

bats. Most species of field mice are nocturnal and detection requires live-trapping at night. Songbirds are most easily inventoried by listening for calls of territorial males during the breeding and nesting seasons in the spring and summer months. Many songbirds which may have nested on the Rose Ranch earlier this year have migrated south or have moved away from the property to other habitats. Bats, like field mice, are nocturnal and detection requires finding and visiting hibernacula or trapping them with mist nets positioned near roosting sites. Detection of owls frequently involves use of playback recordings to elicit vocalizations. For the purposes of this report it was not considered essential to conduct intensive trapping for nocturnal species, particularly in light of the lack of evidence showing that any federal or state endangered or threatened terrestrial vertebrates reside on or visit the Rose Ranch.

The inclusion of a species in the wildlife list for the Rose Ranch (Table 11) does not imply that the species occurs on the ranch as a permanent resident or that it occurs in all habitat types of the ranch. Some species may visit the ranch for a week in the spring (e.g. lesser sandhill crane), other species may be present for several months during the breeding and nesting season (e.g. yellow warbler), some species are permanent residents (e.g. cottontail rabbit, Colorado and least chipmunks, rock squirrel), and some species may visit the ranch for a brief period during a year or during a multi-year period (e.g. mountain lion, bobcat).

FEDERAL AND STATE ENDANGERED AND THREATENED WILDLIFE

Federal and state threatened and endangered amphibians, birds and mammals in Colorado are listed in Table 1. Federal endangered species listed in Colorado

include the peregrine falcon, least tern, Southwestern willow flycatcher, and black-footed ferret. Federally threatened wildlife listed for Colorado include the piping plover, bald eagle, and Mexican spotted owl. Species on the Colorado endangered species list are the boreal toad (western toad), plains sharp-tailed grouse, whooping crane, least tern, grizzly bear, wolverine, river otter, lynx, gray wolf, and black-footed ferret.

Colorado threatened wildlife include the wood frog, Arctic and American peregrine falcon (the federal list does not differentiate between the Arctic and American peregrine falcon), piping plover, greater prairie chicken, greater sandhill crane, bald eagle, and Mexican spotted owl.

The wood frog occurs in Routt, Jackson and Grand counties (Fig.36). The boreal toad typically occurs at elevations above 8,000 feet (the Rose Ranch elevation is 5900-6600 feet) and its known range does not include the Rose Ranch (Fig. 32).

Peregrine falcon habitat during migration and summer habitat includes the area of the Rose Ranch (Fig. 30). However, Larry Green has never observed a peregrine falcon on or near the Rose Ranch and has no information which would lead him to believe that peregrines visit or have visited the Rose Ranch. One reason for peregrines not using the ranch is that golden eagles will attack peregrines and a pair of golden eagles nests on the Rose Ranch each year. According to Larry Green, a peregrine falcon was sighted south of Carbondale several years ago and a peregrine was observed in the Frying Pan River drainage last spring. No nesting by peregrines in the Roaring Fork Valley has been documented.

The known range of the piping plover, greater prairie chicken, plains sharp-tailed grouse, least tern, and Southwestern willow flycatcher (Fig. 37) does not include the Rose Ranch.

Bald eagles use tall cottonwood trees along the Roaring Fork River, primarily during the winter, for hunting perches and may on occasion roost in tall cottonwoods near the river on the Rose Ranch. However, no documented nesting by bald eagles has occurred on the ranch.

Whooping cranes are considered experimental/nonessential in Colorado by the U. S. Fish and Wildlife Service (USFWS) but are classified as an endangered species by the state of Colorado. Areas of fairly common migrational sighting of whooping cranes in Colorado do not occur in eastern Garfield County (Fig. 35). However, I observed a pair of whooping cranes in a wetland near the Colorado River between Silt and Rifle on September 6, 1997. Larry Green has observed one whooping crane in his 26 years with the CDOW.

I contacted the USFWS Division of Ecological Services office in Grand Junction and requested information about federal threatened and endangered terrestrial vertebrates which might potentially visit or reside on the Rose Ranch. The USFWS advised me to be alert for bald eagles (discussed previously), peregrine falcons (discussed previously), and the Mexican spotted owl. The Mexican spotted owl is a relative of the northern spotted owl which has caused furor in the Pacific Northwest. The general range of the Mexican spotted owl encompasses Garfield County. The species occupies two distinct habitat types in Colorado. The first consists of large, steep canyons with exposed cliffs and dense old growth mixed coniferous forests. The

second consists of canyons in pinyon-juniper areas with small and widely scattered patches of old Douglas fir. Summer roosting sites are in a cool microclimate, generally with a closed canopy and/or on a north facing slope. All known Colorado nest sites consist of small scrapes in caves or crevices on steep cliff faces. Mexican spotted owl habitat potentially exists in a canyon north of the Rose Ranch and west of County Road 109 but this area does not contain widely scattered patches of old Douglas fir. Larry Green has talked with birders in Garfield County who have conducted playback surveys for Mexican spotted owls. No Mexican spotted owls have been detected during these surveys.

Although grizzly bears were once common throughout Colorado, it appears they have been extirpated from the state (Armstrong 1972, Cary 1911, Warren 1942). In 1979, an adult female grizzly attacked a hunting guide near Platoro Reservoir on the northeastern edge of the San Juan Mountains (Barrows and Holmes 1990). The guide reportedly killed the bear with a hand-held arrow. This animal was the last known specimen killed in Colorado.

Wolverines historically occurred throughout western Colorado. Populations were apparently never high in Colorado and the status of the wolverine is uncertain.

Habitat for the river otter, a Colorado threatened species, occurs along the Roaring Fork River on the Rose Ranch (Fig. 21). However, there have been no authenticated sightings of river otters along the Roaring Fork River. Restored river otter populations or historic records of occurrence of river otters in Garfield County have not been documented (Fig. 38; Fitzgerald et al. 1994:363).

Areas of suitable habitat for the lynx, a Colorado endangered species, include a portion of Garfield County which lies north of the Rose Ranch (Fig. 33). Historically, the lynx occurred in mountainous areas above 9,000 feet in the Park, Gore, San Juan and La Plata Mountains, and the White River Plateau (Fitzgerald et al. 1994:374). They now appear to be limited to very isolated areas of the mountains of the central part of the state. Larry Green reported that a lynx was sighted in the Frying Pan River drainage last year.

The gray wolf, a Colorado endangered species, once occupied every county in Colorado. However, no authentic records of wolves in Colorado occur after 1935 (Fitzgerald et al. 1994:307).

The black-footed ferret, a federal and Colorado endangered species, once occurred throughout most of Colorado (Fig. 28). However, the historic range of the black-footed ferret in Colorado does not include the area surrounding the Rose Ranch and no documented black-footed ferret specimens have ever been collected from Garfield County (Fig. 27).

Proposed and candidate species for federal endangered species classification include Preble's meadow jumping mouse, swift fox, and mountain plover. The occurrence of populations of each of these species has been documented for eastern Colorado but not for western Colorado.

The Gunnison sage grouse is a federal and state species of concern. The CDOW Wildlife Resource Information System (WRIS) shows Gunnison sage grouse habitat beginning approximately 0.5 mile north of the Rose Ranch and extending north and east (Fig. 23). According to Larry Green, there have not been Gunnison sage

grouse on the valley floor for many years. The closest sage grouse population to the Rose Ranch occurred near the Colorado Mountain College main campus in Spring Valley. This population was extirpated in the late 1970s.

The available evidence leads to the conclusion that, with the exception of the bald eagle, there are no federal or state threatened or endangered terrestrial vertebrates occurring on the Rose Ranch at any time during the year.

Wildlife Migratory Routes on the Rose Ranch

Garfield County requested that a determination be made of the extent of open space required to protect migratory routes of wildlife on the Rose Ranch. The CDOW defines a migration corridor (route) as a specific mappable site through which large numbers of animals migrate, and loss of which would change migration routes. The CDOW WRIS reports that there is not a migratory route/corridor for either elk or mule deer on the Rose Ranch. The closest mule deer migration corridor is 1.5 miles northwest of the Rose Ranch (Fig. 10). According to WRIS, mule deer and elk migration patterns in the area are in a south-north direction in Section 34, approximately 1.5 miles west-northwest of the Rose Ranch.

I discussed the issue of wildlife migratory routes on the Rose Ranch with Larry Green. We are in agreement that there are no migratory routes for wildlife on the Rose Ranch. Wildlife, particularly elk and deer, respond to seasonal changes in weather and food availability. When the snow gets deep and food becomes less available, elk and deer seek lower elevations. As the snowline recedes in the spring, they seek higher

elevations. However, in the case of the Rose Ranch, mappable wildlife migration corridors are not present.

Wildlife Activity Maps

The Colorado Division of Wildlife maintains a wildlife mapping database called the Wildlife Resource Information System (WRIS). The system is updated yearly and is capable of producing maps showing areas used by a wildlife species during a specific time of the year and/or for a specific purpose. WRIS is on a computer file in the Garfield County Planning Department. The file contains maps for Garfield County for 22 species and species groups. I requested maps from the Planning Department for all possible occurrences of mapped wildlife for the Rose Ranch. These maps appear as Figs. 2-26.

A resident elk population is shown approximately 1 mile southeast of the Rose Ranch (Fig. 2). Elk severe winter range, defined as that part of the home range where 90% of the individuals are located during the average five winters of ten, is shown on the south-central and western portions of the Rose Ranch. My field survey revealed very few old elk pellet groups in that portion of the ranch mapped as severe winter range in the northcentral portion of Section 12. However, I did observe a large number of elk pellet groups and elk tracks west of County Road 109 on the western part of the Rose Ranch. Jim Rose, in an interview, reported he had significant concentrations of elk on his ranch during three of 30 winters. The entire Rose Ranch is mapped as elk winter range (Fig. 4). Much of the lower elevations, including valley floors, of Garfield County are mapped as elk winter range. The Rose Ranch is not classified by the

CDOW as elk critical habitat (Fig. 6), critical habitat being defined as any seasonal activity area mapped for elk indicating that loss of that area would adversely affect the species.

As with elk, the entire Rose Ranch is classified as mule deer winter range (Fig. 7). That portion of the ranch lying west of County Road 109 is classified as deer severe winter range, winter concentration areas, and critical habitat. The area west of County Road 109 will be nonresidential open space and will be available for use by deer and elk following development. Later in this report I have recommended seasonal use restrictions for the portion of the PUD lying west of County Road 109 to reduce pressure on wintering elk and mule deer populations.

The irrigated pastures of the Rose Ranch, the Roaring Fork River, and the riparian transition zone between the pastures and the river are used extensively and intensively by Canada geese for nesting, feeding and wintering (Figs. 14-16). I counted 211 geese in the irrigated pastures and on the Roaring Fork River during a field survey. The individual who has irrigated the pastures of the Rose Ranch for the past five years has reported seeing as many as 500 Canada geese feeding in the pastures. Geese will not have the irrigated pastures available as feeding sites following development. However, there are alternate feedings sites in the area. One likely future feeding site, whether welcomed or opposed by the developer, will be the proposed golf course. The CDOW advised me that there could be extensive use of the golf course by Canada geese with resultant damage/nuisance problems.

No known bald eagle nest sites occur on the Rose Ranch. The nearest nest site is 1.5+ miles southeast of the ranch (Fig. 17). Bald eagle winter range includes

much of the Roaring Fork Valley and Grand Valley, including that portion of the Rose Ranch along the Roaring Fork River (Fig. 18). A bald eagle roost site occurs in the general area of the great blue heron rookery on the east side of the Roaring Fork River on the southern part of the Rose Ranch. The nearest building envelope in the Rose Ranch PUD would be approximately 1,000 feet from the bald eagle roosting site. There is currently a home on the west bank of the Roaring Fork River that is within 400 feet of the bald eagle roosting site to the east of the river. In addition to the mapped roosting site, bald eagles may roost in the tops of dead cottonwood trees on the western shore of the Roaring Fork River where the river occurs on and adjacent to the Rose Ranch., In my opinion, bald eagles in the Roaring Fork Valley and Grand Valley are not limited by a shortage of diurnal or nocturnal roosting trees or by a shortage of undisturbed feeding habitat.

Wild turkeys do not occur on the Rose Ranch., The most recent sighting of wild turkeys by Jim Rose was more than 5 years ago. WRIS maps turkey overall range beginning approximately 1 mile south of the ranch (Fig. 20).

There is a seasonally-active great blue heron nesting area (called a rookery) located in two locations on the Rose Ranch. One rookery contains 10-12 seasonally-active nests and is located within the proposed 6.3 acre Floater's Park. The other nesting area contains three seasonally-active nests and is located on and east of proposed lots 40-42 (Fig. 39). According to District Wildlife Manger Kevin Wright (Carbondale) and Larry Green (Glenwood Springs), the larger great blue heron rookery is the last remaining rookery of significant size in the Roaring Fork Valley. In addition to using the two rookeries for nesting, herons are commonly seen using the upper

portions of dead cottonwood trees on the Rose Ranch for diurnal and nocturnal roosting sites.

The WRIS map (Fig. 23) showing sage grouse overall range as beginning approximately 0.5 mile north of the Rose Ranch is incorrect. According to Larry Green, Gunnison sage grouse have not occurred on the valley floor for many years.

Red-tailed and prairie falcon nest sites occur southeast of the Rose Ranch but have not been reported as occurring on the Rose Ranch (Figs. 24, 25). WRIS did not indicate that there was a golden eagle nest site on or near the Rose Ranch. However, Larry Green told me of a golden eagle nest site on the ranch which has been used for many years. I observed the nest in the presence of Mr. Green on September 16. The location of the nest is shown in Fig. 39.

WRIS maps the Rose Ranch and all of the area surrounding it in Fig. 26 as being black bear habitat. This is not unusual as black bears have large home ranges and move seasonally to new areas in response to weather and food conditions. Jim Rose never saw a bear on the ranch during the 30 years he lived there and Larry Green reports that the nearest black bear sighted was along U.S. Highway 82 to the east of the Rose Ranch.

WILDLIFE ISSUES ASSOCIATED WITH THE ROSE RANCH PUD AND RECOMMENDATIONS FOR ADDRESSING THESE ISSUES

I met with District Wildlife Managers Kevin Wright and Larry Green on September 16, 1997 to gather information and to solicit their input on wildlife issues that might be associated with the Rose Ranch PUD. I have analyzed and evaluated their comments

and concerns in addition to identifying mechanisms for altering the potential impact of the development on wildlife.

Issue #1: Impact of development on elk and mule deer winter range.

Based on the wildlife field survey I conducted, relying entirely on the amount and distribution of elk and deer pellet groups, tracks, and evidence of past browsing, mule deer use the sagebrush-rabbitbrush habitat east of County Road 109 and both elk and deer use the pinyon-juniper habitat west of County Road 109 where these locations occur on the Rose Ranch. The sagebrush-rabbitbrush mule deer winter range will be lost when houses are built. However, to the dislike of homeowners and the golf course manger, the loss of the sagebrush-rabbitbrush habitat will be offset to a degree by forage available in the form of residential lawns, residential woody and herbaceous plantings, and grasses comprising the fairways, greens and rough of the golf course. Both elk and deer are attracted strongly to fertilized vegetation and I anticipate foraging by these animals on planted vegetation.

Elk have traditionally not used the irrigated pastures and sagebrush habitats east of County Road 109 and residential development in this area should not significantly affect elk habitat. The greatest amount of past elk use has been west of County Road 109. In my opinion, the quantity of nutritious forage for elk west of County Road 109 will be greater following development than prior to development. Fertilized grasses of the golf course will be very attractive to elk and deer and will be eaten by elk and deer, particularly during the winter. Intensive and/or extensive use by Rose Ranch PUD

residents or other individuals of that portion of the Rose Ranch lying west of County Road 109 from December-March could displace wintering deer and elk.

Recommendation, Issue #1

I recommend that the portion of the Rose Ranch lying west of County Road 109 be closed to public access from December 1 to March 31 each year, with the exception of access for golfing and access to and including the planned active recreation area. Limiting use of this area will reduce stress on wintering mule deer and elk.

Issue #2: Impact of development on great blue herons

The presence of homes on lots 40-42 will deter/eliminate nesting by great blue herons in three seasonally-active nests in trees located on and near the lots. Planned use of the 6.3 acre parcel east of the Roaring Fork River for a Floaters Park (planned for use by three commercial rafting companies) will significantly impact great blue heron nesting.

Recommendation, Issue #2

The previously viable great blue heron nesting area on and near lots 40-42 will cease to be viable following construction of homes on these lots and subsequent human activity on and near these lots. To mitigate this loss, and to retain the viability of the larger heron rookery east of the Roaring Fork River, I recommend that entry to the proposed Floaters Park be prohibited from March 1-July 15 each year. This restriction will allow great blue herons to initiate and complete efforts to nest and to hatch and fledge their young. I also recommend that Roaring Fork Investments enter into

discussions with the CDOW regarding lease of the 6.3 acre rookery by the CDOW or that Roaring Fork Investments develop a conservation easement with appropriate safeguards to allow great blue herons to initiate and complete nesting efforts.

Issue #3: Allowing year-round use of the proposed Fishing Park by residents of the Rose Ranch PUD and residents of contiguous subdivisions will negatively impact great blue heron nesting.

Recommendation, Issue #3

I recommend that human entry into the proposed fishing park at its currently proposed location be prohibited from March 1-July 15 each year. Sufficient river frontage along the eastern boundary of the Rose Ranch exists north of the proposed fishing park to allow anglers to pursue their sport. The project planner should investigate the feasibility of an alternate location for a proposed fishing park.

Issue #4: How will wildlife travel from west of County Road 109 to the Roaring Fork River?

Recommendation, Issue #4

A travel corridor for wildlife is planned along an east-west gradient on the south boundary of the PUD. To further facilitate movement of wildlife from west of County Road 109 to the Roaring Fork River, I recommend that vegetative screening be planted on the tops of the north and south banks of the east-west drainage occurring between lots 63/195 and 64/194. Vegetative screening will provide psychological security to wildlife traveling from the western edge of the development to the Roaring Fork River.

The currently planned road crossing this drainage should provide sufficient clearance to allow wildlife to pass underneath the road while enroute to the river.

Issue #5: Human activities occurring on the PUD to the west of County Road 109 could impact golden eagle nesting.

Recommendation, Issue #5

A pair of golden eagles has nested at the location depicted in Fig. 39 for many years. To reduce the possibility that hikers and joggers using the pedestrian trail depicted west of County Road 109 in the Rose Ranch sketch plan would impact golden eagle nesting attempts, I recommend that a barrier be operational from March 15-July 15 at a point 200-300 yards north of the planned potential overlook on the pedestrian trail. A sign should be placed on the north side of the barrier and should state: "Golden eagle nesting area ahead. Entry prohibited from March 15-July 15."

Issue #6: Dogs owned by Rose Ranch PUD homeowners may harm wildlife.

Recommendation, Issue #6

I recommend that before a Rose Ranch PUD homeowner is allowed to possess a dog within his/her building envelope, he/she should be required to construct a kennel or a dog-proof fence to provide for containment of the dog when the dog is outside and unsupervised. A proposed Code of Covenants and Restrictions for the Rose Ranch PUD should require that when a dog is outside of a building envelope, it must be leashed.

CONCLUSIONS

It is incorrect to say that residential developments always hurt wildlife or always help wildlife. Some species benefit from PUDs and some species are harmed. In my opinion, the developer of the proposed Rose Ranch PUD has made important efforts and concessions to protect and preserve open space, environmental values and amenities, and wildlife. The most important wildlife habitats on the Rose Ranch are the Roaring Fork River, the riparian transition habitat along the river, and the pinyon-juniper hillsides west of County Road 109. All three habitats have been designated as open space by the developer. There will be human-wildlife conflicts with the development as there are with virtually any development. Fortunately, the development plan has incorporated mechanisms and strategies for reducing conflicts and for facilitating use of the PUD by wildlife following development. In my opinion, the Rose Ranch PUD, after incorporating my wildlife planning recommendations, will result in a balance to the dilemma of how to provide housing for humans while retaining the natural character of the landscape and its wildlife inhabitants.

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Table 1. Federal and state threatened and endangered reptiles, amphibians, birds, and mammals listed in Colorado.

Species	Federal Endangered	Federal Threatened	Colorado Endangered	Colorado Threatened
Reptiles				
None				
Amphibians				
Wood frog				X
Western toad (boreal toad)			X	
Birds				
Lesser prairie chicken				X
Arctic peregrine falcon				X
Piping plover		X		X
Greater prairie chicken				X
Plains sharp-tailed grouse			X	
Greater sandhill crane				X
American peregrine falcon	X			X
Bald eagle		X		X
Whooping crane			X	
Least tern	X		X	
Mexican spotted owl		X		X
Southwestern willow flycatcher	X			
Mammals				
Grizzly bear			X	
Wolverine			X	
River Otter			X	
Lynx			X	
Gray wolf			X	
Black-footed ferret	X		X	

Table 2. Species of reptiles and amphibians reported to occur in the Glenwood Springs latilong block by the Colorado Division of Wildlife^{1,2,3}

Common Name	Scientific Name
Amphibians	
Tiger salamander	<i>Ambystoma tigrinum</i>
Boreal toad	<i>Bufo boreas boreas</i>
Woodhouse's toad	<i>Bufo woodhousei woodhousei</i>
Boreal chorus frog	<i>Pseudacris triseriata maculata</i>
Northern leopard frog	<i>Rana pipiens</i>
Great basin spadefoot	<i>Scaphiopus intermontanus</i>
Lizards	
Yellowhead collared lizard	<i>Crotaphytus collaris auriceps</i>
Short-horned lizard	<i>Phrynosoma douglassi</i>
Northern sagebrush lizard	<i>Sceloporus graciosus graciosus</i>
Northern plateau lizard	<i>Sceloporus undulatus elongatus</i>
Northern tree lizard	<i>Urosaurus ornatus wrighti</i>
Northern side-blotched lizard	<i>Uta stansburiana uniformis</i>
Northern whiptail	<i>Cnemidophorus tigris septentrionalis</i>
Plateau striped whiptail	<i>Cnemidophorus velox</i>
Snakes	
Western yellowbelly racer	<i>Coluber constrictor mormon</i>
Great plains rat snake	<i>Elaple guttata emoryi</i>
Desert striped whipsnake	<i>Masticophis taeniatus taeniatus</i>
Western smooth green snake	<i>Opheodrys vernalis blanchardi</i>
Great basin gopher snake	<i>Pituophis melanoleucus deserticola</i>
Wandering garter snake	<i>Thamnophis elegans vagrans</i>

¹ Hammerson, G. A. and D. Langlois, eds. 1981. Colorado reptile and amphibian distribution latilong study. Colorado Division of Wildlife, Denver, CO. 24pp.

² The Glenwood Springs latilong block is bounded by 39 and 40 degrees latitude and 107 and 108 degrees longitude.

³ Listings are reported as recorded in Hammerson and Langlois (1981) and have not been adjusted for the specific habitat types which occur on the Rose Ranch.

Table 3. Species of reptiles and amphibians in the Glenwood Springs latilong block that utilize sagebrush-rabbitbrush, pinyon-juniper, riparian transition, or agricultural areas as breeding, non-breeding, or migratory habitats.^{1,2,3}

Common Name	Status⁴
Amphibians	
Tiger salamander	Definite breeder
Woodhouse's toad	Definite breeder
Boreal chorus frog	Definite breeder
Northern leopard frog	Definite breeder
Great basin spadefoot	Definite breeder
Lizards	
Yellowhead collared lizard	Definite breeder
Short-horned lizard	Definite breeder
Northern sagebrush lizard	Definite breeder
Northern plateau lizard	Definite breeder
Northern tree lizard	Definite breeder
Colorado side-blotched lizard	Definite breeder
Northern whiptail	Definite breeder
Plateau striped whiptail	Definite breeder
Snakes	
Western yellowbelly racer	Definite breeder
Great plains rat snake	Definite breeder
Desert striped whipsnake	Definite breeder
Western smooth green snake	Definite breeder
Great basin gopher snake	Definite breeder
Wandering garter snake	Definite breeder
Midget faded rattlesnake	Likely breeder

- ¹ The source for this information is a September 11, 1997 WRIS database search conducted by the Western Region office of the CDOW.
- ² The Glenwood Springs latilong block is bounded by 39 and 40 degrees latitude and 107 and 108 degrees longitude.
- ³ The presence of a species in this table does not indicate that the species occurs on the Rose Ranch, but indicates the species could occur on the Rose Ranch.
- ⁴ Refers to the status within one or more of the described habitats within the Glenwood Springs latilong block. The indicated status may not be applicable to the Rose Ranch.

Table 4. Species of mammals reported to occur in the Glenwood Springs latilong block by the Colorado Division of Wildlife^{1,2,3}

Common Name	Scientific Name
Order Insectivora	
Masked shrew	<i>Sorex cinereus</i>
Merriam's shrew	<i>Sorex merriami</i>
Montane shrew	<i>Sorex monticolus</i>
Water shrew	<i>Sorex paulstris</i>
Desert shrew	<i>Notiosorex crawfordi</i>
Order Chiroptera	
California myotis	<i>Myotis californicus</i>
Western small-footed myotis	<i>Myotis ciliolabrum</i>
Long-eared myotis	<i>Myotis evotis</i>
Little brown myotis	<i>Myotis lucifugus</i>
Fringed myotis	<i>Myotis thysanodes</i>
Long-legged myotis	<i>Myotis volans</i>
Hoary bat	<i>Lasiurus cinereus</i>
Silver-haired bat	<i>Lasionycteris noctivagans</i>
Western pipistrelle	<i>Pipistrellus hesperus</i>
Big brown bat	<i>Eptesicus fuscus</i>
Townsend's big-eared bat	<i>Plecotus townsendii</i>
Pallid bat	<i>Antrozous pallidus</i>
Brazilian free-tailed bat	<i>Tadarida brasiliensis</i>
Order Lagomorpha	
Pika	<i>Ochotona princeps</i>
Desert cottontail	<i>Sylvilagus audubonii</i>
Nuttall's cottontail	<i>Sylvilagus nuttalli</i>
White-tailed jackrabbit	<i>Lepus townsendii</i>
Snowshoe hare	<i>Lepus americanus</i>

¹ Meaney, C. A., ed. 1990. Colorado mammal distribution latilong study. Colorado Division of Wildlife and Denver Museum of Natural History, Denver, CO. 31pp.

² The Glenwood Springs latilong block is bounded by 39 and 40 degrees latitude and 107 and 108 degrees longitude.

³ Listings are reported as recorded in Meaney (1990) and have not been adjusted for the specific habitat types which occur on the Rose Ranch.

Table 4. Continued.

Common Name	Scientific Name
Order Rodentia	
Least chipmunk	<i>Tamias minimus</i>
Colorado chipmunk	<i>Tamias quadrivittatus</i>
Unita chipmunk	<i>Tamias umbrinus</i>
Yellow-bellied marmot	<i>Marmota flaviventris</i>
Wyoming ground squirrel	<i>Spermophilus elegans</i>
Golden-mantled ground squirrel	<i>Spermophilus lateralis</i>
Thirteen-lined ground squirrel	<i>Spermophilus tridecemlineatus</i>
Rock squirrel	<i>Spermophilus variegatus</i>
White-tailed prairie dog	<i>Cynomys leucurus</i>
Red squirrel	<i>Tamiasciurus hudsonicus</i>
Northern pocket gopher	<i>Thomomys talpoides</i>
Plains pocket mouse	<i>Perognathus flavescens</i>
Beaver	<i>Castor canadensis</i>
Western harvest mouse	<i>Reithrodontomys megalotis</i>
Canyon mouse	<i>Peromyscus crinitus</i>
Deer mouse	<i>Peromyscus maniculatus</i>
Pinyon mouse	<i>Peromyscus truei</i>
Bushy-tailed woodrat	<i>Neotoma cinerea</i>
Southern red-backed vole	<i>Clethrionomys gapperi</i>
Long-tailed vole	<i>Microtus longicaudus</i>
Montane vole	<i>Microtus montanus</i>
Muskrat	<i>Ondatra zibethicus</i>
Western jumping mouse	<i>Zapus princeps</i>
Porcupine	<i>Erethizon dorsatum</i>
Order Carnivora	
Coyote	<i>Canis latrans</i>
Red fox	<i>Vulpes vulpes</i>
Black bear	<i>Ursus americanus</i>
Ringtail	<i>Bassariscus astutus</i>
Raccoon	<i>Procyon lotor</i>
Marten	<i>Martes americana</i>
Short-tailed weasel	<i>Mustela erminea</i>
Long-tailed weasel	<i>Mustela frenata</i>
Mink	<i>Mustela vison</i>
Badger	<i>Taxidea taxus</i>

Table 4. Continued.

Common Name	Scientific Name
Western spotted skunk	<i>Spilogale gracilis</i>
Striped skunk	<i>Mephitis mephitis</i>
River otter	<i>Lutra canadensis</i>
Mountain lion	<i>Felis concolor</i>
Bobcat	<i>Felis rufus</i>
Order Artiodactyla	
Elk	<i>Cervus elaphus</i>
Mule deer	<i>Odocoileus hemionus</i>
White-tailed deer	<i>Odocoileus virginianus</i>
Bighorn sheep	<i>Ovis canadensis</i>

Table 5. Species of mammals in the Glenwood Springs latilong block that utilize sagebrush-rabbitbrush, pinyon-juniper, riparian transition, or agricultural areas as breeding, non-breeding, or migratory habitats.^{1,2,3}

Common Name	Status⁴
Order Insectivora	
Masked shrew	Definite breeder
Merriam's shrew	Definite breeder
Water shrew	Definite breeder
Dusky shrew	Definite breeder
Order Chiroptera	
California myotis	Likely breeder
Small-footed myotis	Likely breeder
Long-eared myotis	Likely breeder
Little brown myotis	Likely breeder
Fringed myotis	Definite breeder
Long-legged myotis	Likely breeder
Hoary bat	Migrant
Silver-haired bat	Migrant
Western pipistrelle	Likely breeder
Big brown bat	Likely breeder
Townsend's big-eared bat	Likely breeder
Pallid bat	Likely breeder
Brazilian free-tailed bat	Likely breeder
Order Lagomorpha	
Desert cottontail	Definite breeder

¹ The source for this information is a September 11, 1997 WRIS database search conducted by the Western Region office of the CDOW.

² The Glenwood Springs latilong block is bounded by 39 and 40 degrees latitude and 107 and 108 degrees longitude.

³ The presence of a species in this table does not indicate that the species occurs on the Rose Ranch, but indicates the species could occur on the Rose Ranch.

⁴ Refers to the status within one or more of the described habitats within the Glenwood Springs latilong block. The indicated status may not be applicable to the Rose Ranch.

Table 5. Continued.

Common Name	Status
Nuttall's cottontail	Definite breeder
White-tailed jackrabbit	Definite breeder
Snowshoe hare	Definite breeder
Order Rodentia	
Least chipmunk	Definite breeder
Colorado chipmunk	Definite breeder
Deer mouse	Definite breeder
Yellow-bellied marmot	Definite breeder
Wyoming ground squirrel	Definite breeder
Golden-mantled ground squirrel	Definite breeder
Thirteen-lined ground squirrel	Definite breeder
Rock squirrel	Definite breeder
Red squirrel	Definite breeder
Northern pocket gopher	Definite breeder
Apache pocket mouse	Definite breeder
Beaver	Definite breeder
Canyon mouse	Definite breeder
Pinyon mouse	Definite breeder
Bushy-tailed woodrat	Definite breeder
Long-tailed vole	Definite breeder
Montane vole	Definite breeder
Muskrat	Definite breeder
Western jumping mouse	Definite breeder
Porcupine	Definite breeder
Order Carnivora	
Gray fox	Definite breeder
Red fox	Definite breeder
Black bear	Definite breeder
Ringtail	Definite breeder
Raccoon	Definite breeder

Table 5. Continued.

Common Name	Status
Coyote	Definite breeder
Long-tailed weasel	Definite breeder
Mink	Definite breeder
Badger	Definite breeder
Spotted skunk	Definite breeder
Striped skunk	Definite breeder
Mountain lion	Definite breeder
Bobcat	Definite breeder
Order Artiodactyla	
Mule deer	Definite breeder
White-tailed deer	Likely breeder

Table 6. Species of birds reported to occur in the Glenwood Springs latilong block by the Colorado Division of Wildlife^{1,2,3}

Common Name	Scientific Name
Pie-billed grebe	<i>Podilymbus podiceps</i>
Horned grebe	<i>Pociceps auritus</i>
Eared grebe	<i>Podiceps nigricollis</i>
Western grebe	<i>Aechmophorus occidentalis</i>
Clark's grebe	<i>Aechmophorus clarkii</i>
Double-crested cormorant	<i>Phalacrocorax auritus</i>
Great blue heron	<i>Ardea herodias</i>
Great egret	<i>Casmerodius albus</i>
Snowy egret	<i>Egretta thula</i>
Cattle egret	<i>Bubulcus ibis</i>
Black-crowned night heron	<i>Nycticorax nycticorax</i>
White-faced ibis	<i>Plegadis chihi</i>
Tundra swan	<i>Cygnus columbianus</i>
Greater white-fronted goose	<i>Anser albifrons</i>
Snow goose	<i>Chen caerulescens</i>
Canada goose	<i>Branta canadensis</i>
Wood duck	<i>Aix sponsa</i>
Green-winged teal	<i>Anas crecca</i>
Mallard	<i>Anas platyrhynchos</i>
Northern pintail	<i>Anas acuta</i>
Blue-winged teal	<i>Anas discors</i>
Cinnamon teal	<i>Anas cyanoptera</i>
Northern shoveler	<i>Anas clypeata</i>
Gadwall	<i>Anas strepera</i>
American wigeon	<i>Anas penelope</i>
Canvasback	<i>Athya valisineria</i>
Redhead	<i>Athya americana</i>
Ring-necked duck	<i>Athya collaris</i>

¹ Kingery, H. E., ed. 1987. Colorado bird distribution latilong study. Colorado Division of Wildlife, Denver, CO. 81pp.

² The Glenwood Springs latilong block is bounded by 39 and 40 degrees latitude and 107 and 108 degrees longitude.

³ Listings are reported as recorded in Kingery (1987) and have not been adjusted for the specific habitat types which occur on the Rose Ranch.

Table 6. Continued.

Common Name	Scientific Name
Lesser scaup	<i>Athya affinis</i>
Common goldeneye	<i>Bucephala clangula</i>
Barrow's goldeneye	<i>Bucephala islandica</i>
Bufflehead	<i>Bucephala albeola</i>
Hooded merganser	<i>Lophodytes cucullatus</i>
Common merganser	<i>Mergus merganser</i>
Red-breasted merganser	<i>Mergus serrator</i>
Ruddy duck	<i>Oxyura jamaicensis</i>
Turkey vulture	<i>Cathartes aura</i>
Osprey	<i>Pandion haliaetus</i>
Bald eagle	<i>Haliaeetus leucocephalus</i>
Northern harrier	<i>Circus cyaneus</i>
Sharp-shinned hawk	<i>Accipiter striatus</i>
Cooper's hawk	<i>Accipiter cooperii</i>
Northern goshawk	<i>Accipiter gentilis</i>
Swainson's hawk	<i>Buteo swainsoni</i>
Red-tailed hawk	<i>Buteo jamaicensis</i>
Ferruginous hawk	<i>Buteo regalis</i>
Rough-legged hawk	<i>Buteo lagopus</i>
Golden eagle	<i>Aquila chrysaetos</i>
American kestrel	<i>Falco sparverius</i>
Merlin	<i>Falco columbarius</i>
Peregrine falcon	<i>Falco peregrinus</i>
Prairie falcon	<i>Falco mexicanus</i>
Chukar	<i>Alectoris chukar</i>
Ring-necked pheasant	<i>Phasianus colchicus</i>
Blue grouse	<i>Dendragapus obscurus</i>
Sage grouse	<i>Centrocercus urophasianus</i>
Wild turkey	<i>Meleagris gallopavo</i>
Gambel's quail	<i>Callipepla gambelii</i>
Virginia rail	<i>Rallus limicola</i>
Sora rail	<i>Porzana carolina</i>
American coot	<i>Fulica americana</i>
Sandhill crane	<i>Grus canadensis</i>
Killdeer	<i>Charadrius vociferus</i>
Black-necked stilt	<i>Himantopus mexicanus</i>
American avocet	<i>Recurvirostra americana</i>

Table 6. Continued.

Common Name	Scientific Name
Greater yellowlegs	<i>Tringa melanoleuca</i>
Lesser yellowlegs	<i>Tringa flavipes</i>
Solitary sandpiper	<i>Tringa solitaria</i>
Willet	<i>Catoptrophorus semipalmatus</i>
Spotted sandpiper	<i>Actitis macularia</i>
Marbled godwit	<i>Limosa fedoa</i>
Ruddy turnstone	<i>Arenaria interpres</i>
Sanderling	<i>Calidris alba</i>
Western sandpiper	<i>Calidris minutilla</i>
Baird's sandpiper	<i>Calidris bairdii</i>
Pectoral sandpiper	<i>Calidris melanotos</i>
Long-billed dowitcher	<i>Limnodromus swcolopaceus</i>
Common snipe	<i>Gallinago gallinago</i>
Wilson's phalarope	<i>Phalaropus tricolor</i>
Red-necked phalarope	<i>Phalaropus lobatus</i>
Franklin's gull	<i>Larus pipixcan</i>
Bonaparte's gull	<i>Larus philadelphia</i>
Ring-billed gull	<i>Larus delawarensis</i>
California gull	<i>Larus californicus</i>
Forster's tern	<i>Sterna forsteri</i>
Black tern	<i>Childonias niger</i>
Rock dove (common pigeon)	<i>Columbia livia</i>
Band-tailed pigeon	<i>Columbia fasciata</i>
Mourning dove	<i>Zenaida macroura</i>
Flammulated owl	<i>Otus flammeolus</i>
Great horned owl	<i>Bubo virginianus</i>
Northern pygmy owl	<i>Glaucidium gnoma</i>
Long-eared owl	<i>Asio otus</i>
Short-eared owl	<i>Asio flammeus</i>
Boreal owl	<i>Aegolius funereus</i>
Northern saw-whet owl	<i>Aegolius acadicus</i>
Common nighthawk	<i>Chordeiles minor</i>
Common poorwill	<i>Phalaenoptilus nuttallii</i>
Black swift	<i>Cypseloides niger</i>
White-throated swift	<i>Aeronautes saxatalis</i>
Magnificent hummingbird	<i>Eugenes fulgens</i>
Black-chinned hummingbird	<i>Archilochus alexandri</i>

Table 6. Continued.

Common Name	Scientific Name
Calliope hummingbird	<i>Stellula calliope</i>
Broad-tailed hummingbird	<i>Selasphorus platycercus</i>
Rufous hummingbird	<i>Selasphorus rufus</i>
Belted kingfisher	<i>Coryle alcyon</i>
Lewis' woodpecker	<i>Melanaerpes lewis</i>
Red-naped sapsucker	<i>Sphyrapicus nuchalis</i>
Williamson's sapsucker	<i>Sphyrapicus thyroideus</i>
Downy woodpecker	<i>Picoides pubescens</i>
Hairy woodpecker	<i>Picoides villosus</i>
Three-toed woodpecker	<i>Picoides tridactylus</i>
Northern flicker	<i>Colaptes auratus</i>
Olive-sided flycatcher	<i>Contopus borealis</i>
Western wood pewee	<i>Contopus sordidulus</i>
Willow flycatcher	<i>Empidonax traillii</i>
Least flycatcher	<i>Empidonax minimus</i>
Hammond's flycatcher	<i>Empidonax hammondii</i>
Dusky flycatcher	<i>Empidonax oberholseri</i>
Gray flycatcher	<i>Empidonax wrightii</i>
Western flycatcher	<i>Empidonax difficilis</i>
Say's phoebe	<i>Sayornis saya</i>
Cassin's kingbird	<i>Tyrannus vociferans</i>
Western kingbird	<i>Tyrannus verticalis</i>
Eastern kingbird	<i>Tyrannus tyrannus</i>
Horned lark	<i>Eremophila alpestris</i>
Purple martin	<i>Progne subis</i>
Tree swallow	<i>Tachycineta bicolor</i>
Violet-green swallow	<i>Tachycineta thalassina</i>
Northern rough-winged swallow	<i>Stelgidopteryx serripennis</i>
Bank swallow	<i>Riparia riparia</i>
Cliff swallow	<i>Hirundo pyrrhonota</i>
Barn swallow	<i>Hirundo rustica</i>
Gray jay	<i>Perisoreus canadensis</i>
Steller's jay	<i>Cyanocitta stelleri</i>
Scrub jay	<i>Aphelocoma coerulescens</i>
Pinyon jay	<i>Gymnorhinus cyanocephalus</i>
Clark's nutcracker	<i>Nucifraga columbiana</i>
Black-billed magpie	<i>Pica pica</i>

Table 6. Continued.

Common Name	Scientific Name
American crow	<i>Corvus brachyrhynchos</i>
Common raven	<i>Corvus cryptoleucus</i>
Black-capped chickadee	<i>Parus atricapillus</i>
Mountain chickadee	<i>Parus gambeli</i>
Plain titmouse	<i>Parus inornatus</i>
Bushtit	<i>Psaltriparus minimus</i>
Red-breasted nuthatch	<i>Sitta canadensis</i>
White-breasted nuthatch	<i>Sitta carolinensis</i>
Pygmy nuthatch	<i>Sitta pygmaea</i>
Brown creeper	<i>Certhia americana</i>
Rock wren	<i>Salpinctes obsoletus</i>
Canyon wren	<i>Catherpes mexicanus</i>
Bewick's wren	<i>Thryomanes bewickii</i>
House wren	<i>Troglodytes aedon</i>
Winter wren	<i>Troglodytes troglodytes</i>
Marsh wren	<i>Cistothorus palustris</i>
American dipper	<i>Cinclus mexicanus</i>
Golden-crowned kinglet	<i>Regulus satrapa</i>
Ruby-crowned kinglet	<i>Regulus calendula</i>
Blue-gray gnatcatcher	<i>Polioptila caerulea</i>
Eastern bluebird	<i>Sialia sialis</i>
Western bluebird	<i>Sialia mexicana</i>
Mountain bluebird	<i>Sialia curucoides</i>
Townsend's solitaire	<i>Myadestes townsendi</i>
Veery	<i>Catharus fuscescens</i>
Swainson's thrush	<i>Catharus ustulatus</i>
Hermit thrush	<i>Catharus guttatus</i>
American robin	<i>Turdus migratorius</i>
Gray catbird	<i>Dumetella carolinensis</i>
Northern mockingbird	<i>Mimus polyglottos</i>
Sage thrasher	<i>Oreoscoptes montanus</i>
Water pipit	<i>Anthus spinoletta</i>
Cedar waxwing	<i>Bombycilla cedrorum</i>
Bohemian waxwing	<i>Bombycilla cedrorum</i>
Northern shrike	<i>Lanius excubitor</i>
European starling	<i>Sturnus vulgaris</i>
Solitary vireo	<i>Vireo solitarius</i>

Table 6. Continued.

Common Name	Scientific Name
Warbling vireo	<i>Vireo gilvus</i>
Tennessee warbler	<i>Vermivora virginiae</i>
Virginia's warbler	<i>Vermivora virginiae</i>
Yellow warbler	<i>Dendroica petechia</i>
Magnolia warbler	<i>Dendroica magnolia</i>
Yellow-rumped warbler	<i>Dendroica coronata</i>
Black-throated gray warbler	<i>Dendroica nigroscens</i>
Black-throated green warbler	<i>Dendroica virens</i>
Black-and-white warbler	<i>Mniotilta varia</i>
Northern waterthrush	<i>Seiurus noveboracensis</i>
MacGillivray's warbler	<i>Oporornis tolmiei</i>
Wilson's warbler	<i>Wilsonia pusilla</i>
Yellow-breasted chat	<i>Icteria virens</i>
Scarlet tanager	<i>Piranga olivacea</i>
Western tanager	<i>Piranga ludoviciana</i>
Rose-breasted grosbeak	<i>Pheucticus ludovicianus</i>
Black-headed grosbeak	<i>Pheucticus melanocephalus</i>
Lazuli bunting	<i>Passerina amoena</i>
Indigo bunting	<i>Passerina cyanea</i>
Green-tailed towhee	<i>Pipilo chlorurus</i>
Spotted-sided towhee	<i>Pipilo erythrophthalmus</i>
American tree sparrow	<i>Spizella arborea</i>
Chipping sparrow	<i>Spizella passerina</i>
Brewer's sparrow	<i>Spizella breweri</i>
Field sparrow	<i>Spizella pusilla</i>
Vesper sparrow	<i>Pooecetes gramineus</i>
Lark sparrow	<i>Chondestes grammacus</i>
Black-throated sparrow	<i>Amphispiza bilineata</i>
Sage sparrow	<i>Amphispiza belli</i>
Lark bunting	<i>Calamospiza melanocorys</i>
Savannah sparrow	<i>Passerculus sandwichensis</i>
Fox sparrow	<i>Passerella iliaca</i>
Song sparrow	<i>Melospiza melodia</i>
Lincoln's sparrow	<i>Melospiza lincolnii</i>
White-throated sparrow	<i>Zonotrichia albicollis</i>
White-crowned sparrow	<i>Zonotrichia leucophrys</i>
Harris' sparrow	<i>Zonotrichia querula</i>

Table 6. Continued.

Common Name	Scientific Name
Dark-eyed junco	<i>Junco hyemalis</i>
Chestnut-collared longspur	<i>Calcarius ornatus</i>
Snow bunting	<i>Plectrophenax nivalis</i>
Bobolink	<i>Dolichonyx oryzivorus</i>
Red-winged blackbird	<i>Agelaius phoeniceus</i>
Western meadowlark	<i>Sturnella neglecta</i>
Yellow-headed blackbird	<i>Xanthocephalus xanthocephalus</i>
Brewer's blackbird	<i>Euphagus cyanocephalus</i>
Common grackle	<i>Quiscalus quiscula</i>
Brown-headed cowbird	<i>Molothrus ater</i>
Northern oriole	<i>Icterus galbula</i>
Rosy finch	<i>Leucosticte arctoa</i>
Pine grosbeak	<i>Pinicola enucleator</i>
Cassin's finch	<i>Carpodacus cassinii</i>
House finch	<i>Corpodacus mexicanus</i>
Red crossbill	<i>Loxia curvirostra</i>
White-winged crossbill	<i>Loxia leucoptera</i>
Pine siskin	<i>Carduelis pinus</i>
Lesser goldfinch	<i>Carduelis psaltria</i>
American goldfinch	<i>Carduelis tristis</i>
Evening grosbeak	<i>Coccothraustes vespertinus</i>
House sparrow	<i>Passer domesticus</i>

Table 7. Species of birds in the Glenwood Springs latilong block that utilize sagebrush-rabbitbrush, pinyon-juniper, riparian transition, or agricultural areas as breeding, non-breeding, or migratory habitats.^{1,2,3}

Common Name	Status (Breeding Season)
White-faced ibis	Migrant
Mallard	Resident (April-August)
Ring-necked duck	Resident (June-August)
Turkey vulture	Definite breeder (May-July)
Osprey	Migrant
Bald eagle	Resident (April-July)
Northern harrier	Resident (May-July)
Sharp-shinned hawk	Resident (June-July)
Cooper's hawk	Resident (May-July)
Northern goshawk	Resident (June-August)
Swainson's hawk	Definite breeder (May-July)
Red-tailed hawk	Resident (April-July)
Ferruginous hawk	Likely breeder (April-July)
Golden eagle	Resident (February-July)
American kestrel	Resident (May-August)
Peregrine falcon	Definite breeder
Prairie falcon	Resident (May-July)
Chukar	Resident (May-August)
Ring-necked pheasant	Resident (May-August)
Blue grouse	Resident (June-August)
Wild turkey	Resident (June-August)
Common snipe	Definite breeder (May-June)

¹ The source for this information is a September 11, 1997 WRIS database search conducted by the Western Region office of the CDOW.

² The Glenwood Springs latilong block is bounded by 39 and 40 degrees latitude and 107 and 108 degrees longitude.

³ The presence of a species in this table does not indicate that the species occurs on the Rose Ranch, but indicates the species could occur on the Rose Ranch.

⁴ Refers to the status within one or more of the described habitats within the Glenwood Springs latilong block. The indicated status may not be applicable to the Rose Ranch.

Table 7. Continued.

Common Name	Status (Breeding Season)
Rock dove (common pigeon)	Resident (year-round breeding)
Band-tailed pigeon	Definite breeder (July-September)
Mourning dove	Resident (May-September)
Great horned owl	Resident (March-July)
Northern pygmy owl	Resident (no confirmed breeding)
Long-eared owl	Definite breeder (April-June)
Short-eared owl	Migrant
Northern saw-whet owl	Resident (no confirmed breeding)
Common nighthawk	Definite breeder (June-August)
Common poorwill	Likely breeder (June-July)
Magnificent hummingbird	Migrant
Black-chinned hummingbird	Definite breeder (May-July)
Calliope hummingbird	Migrant
Broad-tailed hummingbird	Definite breeder (June-August)
Rufous hummingbird	Migrant
Belted kingfisher	Resident (May-July)
Lewis' woodpecker	Resident (May-August)
Williamson's sapsucker	Likely breeder (June-July)
Downy woodpecker	Resident (April-July)
Hairy woodpecker	Resident (April-July)
Olive-sided flycatcher	Definite breeder (June-August)
Western wood pewee	Definite breeder (May-August)
Willow flycatcher	Likely breeder (June-July)
Hammond's flycatcher	Definite breeder (June-July)
Dusky flycatcher	Likely breeder (June-August)
Gray flycatcher	Definite breeder (June-July)
Western flycatcher	Likely breeder (June-July)
Say's phoebe	Likely breeder (April-July)
Cassin's kingbird	Likely breeder (May-July)
Western kingbird	Definite breeder (June-July)
Eastern kingbird	Definite breeder (June-August)
Purple martin	Definite breeder (May-July)
Tree swallow	Definite breeder (May-July)
Violet-green swallow	Definite breeder (June-August)
Northern rough-winged swallow	Definite breeder (May-July)
Bank swallow	Likely breeder (June-July)
Cliff swallow	Definite breeder (May-August)

Table 7. Continued.

Common Name	Status (Breeding Season)
Barn swallow	Definite breeder (May-August)
Steller's jay	Resident (May-June)
Scrub jay	Resident (May-July)
Pinyon jay	Resident (no confirmed breeding)
Clark's nutcracker	Resident (March-June)
Black-billed magpie	Resident (April-June)
American crow	Likely breeder (May-July)
Common raven	Resident (April-July)
Black-capped chickadee	Resident (April-July)
Mountain chickadee	Resident (April-July)
Plain titmouse	Likely breeder (May-June)
Bushtit	Resident (May-July)
Red-breasted nuthatch	Likely breeder (April-July)
White-breasted nuthatch	Resident (no confirmed breeding)
Pygmy nuthatch	Likely breeder (May-July)
Brown creeper	Likely breeder (June-August)
Bewick's wren	Likely breeder (May-July)
House wren	Definite breeder (May-July)
Golden-crowned kinglet	Definite breeder (June-August)
Ruby-crowned kinglet	Definite breeder (June-August)
Blue-gray gnatcatcher	Likely breeder (June-July)
Eastern bluebird	Migrant
Western bluebird	Migrant
Mountain bluebird	Definite breeder (May-August)
Townsend's solitaire	Definite breeder (May-August)
Veery	Likely breeder (June-July)
Swainson's thrush	Likely breeder (July-August)
Hermit thrush	Definite breeder (April-August)
American robin	Definite breeder (April-August)
Gray catbird	Definite breeder (June-August)
Northern mockingbird	Resident (no confirmed breeding)
Sage thrasher	Likely breeder (May-July)
Water pipit	Definite breeder (June-August)
Cedar waxwing	Resident (no confirmed breeding)
Northern shrike	Winter visitor
European starling	Resident (May-July)

Table 7. Continued.

Common Name	Status (Breeding Season)
Solitary vireo	Likely breeder (June-August)
Warbling vireo	Definite breeder (June-August)
Tennessee warbler	Migrant
Virginia's warbler	Definite breeder (June-July)
Yellow warbler	Definite breeder (May-July)
Magnolia warbler	Migrant
Yellow-rumped warbler	Likely breeder (June-August)
Black-throated gray warbler	Likely breeder (May-July)
Black-and-white warbler	Migrant
MacGillivray's warbler	Likely breeder (June-August)
Wilson's warbler	Definite breeder (June-July)
Orange-crowned warbler	Definite breeder (June-August)
Townsend's warbler	Migrant
Yellow-breasted chat	Likely breeder (June-July)
Scarlet tanager	Migrant
Western tanager	Definite breeder (June-July)
Rose-breasted grosbeak	Migrant
Black-headed grosbeak	Definite breeder (June-July)
Lazuli bunting	Definite breeder (June-July)
Indigo bunting	Migrant
Green-tailed towhee	Definite breeder (May-July)
Spotted-sided towhee	Resident (May-August)
American tree sparrow	Winter visitor
Chipping sparrow	Definite breeder (June-August)
Brewer's sparrow	Definite breeder (June-July)
Vesper sparrow	Definite breeder (May-August)
Lark sparrow	Migrant
Black-throated sparrow	Likely breeder (June-August)
Sage sparrow	Definite breeder (June-July)
Fox sparrow	Definite breeder (June-July)
Song sparrow	Resident (May-July)
Lincoln's sparrow	Definite breeder (May-August)
White-throated sparrow	Migrant
White-crowned sparrow	Definite breeder (June-August)
Harris' sparrow	Winter visitor
Dark-eyed junco	Resident (May-August)
Red-winged blackbird	Resident (April-June)

Table 7. Continued.

Common Name	Status (Breeding Season)
Western meadowlark	Resident (June-August)
Yellow-headed blackbird	Definite breeder (May-July)
Brewer's blackbird	Definite breeder (May-July)
Common grackle	Definite breeder (April-June)
Brown-headed cowbird	Definite breeder
Northern oriole	Definite breeder (June-July)
Rosy finch	Resident (July-August)
Pine grosbeak	Resident (July-August)
Cassin's finch	Resident (June-August)
House finch	Definite breeder (May-August)
Red crossbill	Likely breeder (January-September)
White-winged crossbill	Winter visitor
Pine siskin	Resident (May-August)
Lesser goldfinch	Likely breeder (June-August)
American goldfinch	Resident (July-September)
Evening grosbeak	Resident (June-August)
House sparrow	Resident (April-September)

Table 8. Wildlife species detected and the habitat types where they occurred on the Rose Ranch during a field survey by Kirk Beattie on September 9, 1997.¹

Common Name	Location of Observation				
	Riparian Area/River	Irrigated Pasture	Sagebrush-Rabbitbrush	Buildings Area	West of CR 109
Mammals					
Colorado chipmunk	X		X	X	
Least chipmunk					
Coyote					X
Red fox					X
Elk			X		
Mule deer	X	X	X		X
Cottontail rabbit			X		X
Rock squirrel			X		X
Golden-mantled ground squirrel			X		
Mink	X				
Birds					
Black-billed magpie	X	X	X	X	X
European starling	X	X		X	
Red-breasted merganser	X				
Red-winged blackbird	X				
Brown-headed cowbird		X			
American robin	X				
Mallard	X	X			
American Goldfinch	X				
Northern flicker	X				

¹ Species determinations based on direct sightings, vocalizations, or sign (tracks, droppings)

Table 8. Continued.

Common Name	Location of Observation				
	Riparian Area/River	Irrigated Pasture	Sagebrush-Rabbitbrush	Buildings Area	West of CR 109
Birds (continued)					
Gray jay	X				
Common snipe	X				
Great blue heron	X				
Red-tailed hawk	X				
Sharp-shinned hawk	X				
Belted kingfisher	X				
Western wood pewee	X				
American crow					
Bobolink					X
Sage sparrow			X		
Mourning dove			X		
Common pigeon	X				
Barn swallow				X	
Western kingbird		X			
Black-capped chickadee				X	
Black-headed grosbeak					X
Canyon wren					X
Canada goose	X	X			X
Reptiles					
Western yellowbelly racer	X				
Amphibians					
None					

Table 9. Wildlife species list for the Rose Ranch based on a September 9, 1997 field survey by Kirk Beattie.

Common Name	Basis of Detection			
	Direct Sighting	Vocalization	Tracks	Pellets/ Scat
Mammals				
Colorado chipmunk	X			
Least chipmunk	X			
Coyote				X
Red fox	X			
Elk			X	X
Mule deer			X	X
Cottontail rabbit	X			X
Rock squirrel	X			
Golden-mantled ground squirrel	X			
Mink			X	
Birds				
Black-billed magpie	X	X		
European starling	X	X		
Red-breasted merganser	X			
Red-winged blackbird				
Brown-headed cowbird	X	X		
American robin	X	X		
Mallard	X	X		
American Goldfinch		X		
Northern flicker	X			

Table 9. Continued.

Common Name	Basis of Detection			
	Direct Sighting	Vocalization	Tracks	Pellets/ Scat
Birds (continued)				
Gray jay	X	X		
Common snipe	X	X		
Great blue heron	X			
Red-tailed hawk	X	X		
Sharp-shinned hawk	X			
Belted kingfisher	X	X		
Western wood pewee		X		
American crow	X	X		
Bobolink		X		
Sage sparrow	X	X		
Mourning dove	X			
Common pigeon	X			
Barn swallow	X			
Western kingbird	X			
Black-capped chickadee		X		
Black-headed grosbeak	X			
Canyon wren	X			
Canada goose	X	X		
Reptiles				
Western yellowbelly racer	X			
Amphibians				
None				

Table 10. Wildlife observed on the Rose Ranch by Jim Rose between 1992 and 1997.¹

Common Name	Scientific Name
Reptiles	
Great Basin gopher snake	<i>Pituophis melanoleucus deserticola</i>
Wandering garter snake	<i>Thamnophis elegans vagrans</i>
Amphibians	
Tiger salamander	<i>Ambystoma tigrinum</i>
Northern leopard frog	<i>Rana pipiens</i>
Mammals	
Coyote	<i>Canis latrans</i>
Red fox	<i>Vulpes vulpes</i>
Raccoon	<i>Procyon lotor</i>
Weasel	<i>Mustela sp.</i>
Striped skunk	<i>Mephitis mephitis</i>
Bobcat	<i>Felis rufus</i>
Badger	<i>Taxidea taxus</i>
Elk	<i>Cervus elaphus</i>
Mule deer	<i>Odocoileus hemionus</i>
Cottontail rabbit	<i>Sylvilagus sp.</i>
Bats	Unable to determine
Yellow-bellied marmot	<i>Marmota flaviventris</i>
Chipmunk	<i>Tamias sp.</i>
Golden-mantled ground squirrel	<i>Spermophilus lateralis</i>
Thirteen-lined ground squirrel	<i>Spermophilus tridecemlineatus</i>
Rock squirrel	<i>Spermophilus variegatus</i>
Beaver	<i>Castor canadensis</i>
Field mouse	Unable to determine
Muskrat	<i>Ondatra zibethicus</i>
Porcupine	<i>Erethizon dorsatum</i>
Birds	
Sandhill crane	<i>Grus canadensis</i>
Bald eagle	<i>Haliaeetus leucocephalus</i>
Golden eagle	<i>Aquila chrysaetos</i>
Great blue heron	<i>Ardea herodias</i>
Western screech owl	<i>Otus kennicottii</i>

¹ Based on a personal interview with Jim Rose on September 11, 1997. Photographs of all reptiles, amphibians, birds and mammals reported by the CDOW for the Glenwood Springs latilong block were shown to Mr. Rose to aid his recall.

Table 10. Continued.

Common Name	Scientific Name
Birds (continued)	
Hummingbird	Unable to determine
Green-winged teal	<i>Anas crecca</i>
Mallard	<i>Anas platyrhynchos</i>
Common goldeneye	<i>Bucephala clangula</i>
Canada goose	<i>Branta canadensis</i>
Wood duck	<i>Aix sponsa</i>
Common goldeneye	<i>Bucephala clangula</i>
Great blue heron	<i>Ardea herodias</i>
Snowy egret	<i>Egretta thula</i>
Killdeer	<i>Charadrius vociferus</i>
Mourning dove	<i>Zenaida macroura</i>
Rock dove (common pigeon)	<i>Columbia livia</i>
Turkey vulture	<i>Cathartes aura</i>
Red-tailed hawk	<i>Buteo jamaicensis</i>
Common nighthawk	<i>Chordeiles minor</i>
Common poorwill	<i>Phalaenoptilus nuttallii</i>
Barn swallow	<i>Hirundo rustica</i>
Belted kingfisher	<i>Coryle alcyon</i>
Western meadowlark	<i>Stumella neglecta</i>
Northern oriole	<i>Icterus galbula</i>
Red-winged blackbird	<i>Agelaius phoeniceus</i>
European starling	<i>Stumus vulgaris</i>
American crow	<i>Corvus brachyrhynchos</i>
Common raven	<i>Corbus cryptoleucus</i>
Black-billed magpie	<i>Pica pica</i>
Steller's jay	<i>Cyanocitta stelleri</i>
Hairy woodpecker	<i>Picoides villosus</i>
Canyon wren	<i>Catherpes mexicanus</i>
American dipper	<i>Cinclus mexicanus</i>
Mountain bluebird	<i>Sialia curucoides</i>
American goldfinch	<i>Carduelis tristis</i>

Table 11. Wildlife species list for the Rose Ranch based on a September 9, 1997 field survey by Kirk Beattie, a September 11, 1997 in-person interview with Jim Rose, and a September 16, 1997 in-person interview with Colorado Division of Wildlife District Wildlife Manager Larry Green.

Common Name	Scientific Name	Reported by Larry Green to Occur or Possibly Occur	Presence Verified by Kirk Beattie	Presence Within the Last 5 years reported by Jim Rose
Amphibians				
Tiger salamander	<i>Ambystoma tigrinum</i>			X
Northern leopard frog	<i>Rana pipiens</i>			X
Boreal chorus frog	<i>Pseudacris triseriata maculata</i>	X		
Reptiles				
Great Basin gopher snake	<i>Pituophis melanoleucus deserticola</i>	X		X
Wandering garter snake	<i>Thamnophis elegans vagrans</i>	X	X	X
Western yellowbelly racer	<i>Coluber constrictor mormon</i>		X	
Western smooth green snake	<i>Opheodrys vernalis blanchardi</i>	X		
Mammals				
Water shrew	<i>Sorex paulstris</i>	X		
Little brown myotis	<i>Myotis lucifugus</i>	X		
Big brown bat	<i>Eptesicus fuscus</i>	X		
Cottontail rabbit	<i>Sylvilagus sp.</i>	X	X	X
Least chipmunk	<i>Tamias minimus</i>	X	X	
Colorado chipmunk	<i>Tamias quadrivittatus</i>	X	X	
Yellow-bellied marmot	<i>Marmota flaviventris</i>	X		X

Table 11. Continued.

Common Name	Scientific Name	Reported by Larry Green to Occur or Possibly Occur	Presence Verified by Kirk Beattie	Presence Within the Last 5 years reported by Jim Rose
Mammals (continued)				
Golden-mantled ground squirrel	<i>Spermophilus lateralis</i>	X	X	
Rock squirrel	<i>Spermophilus variegatus</i>	X	X	X
Beaver	<i>Castor canadensis</i>	X		X
Bushy-tailed woodrat	<i>Neotoma cinerea</i>	X		
Muskrat	<i>Ondatra zibethicus</i>	X		X
Porcupine	<i>Erethizon dorsatum</i>	X		X
Coyote	<i>Canis latrans</i>	X	X	X
Red fox	<i>Vulpes vulpes</i>	X	X	X
Black bear	<i>Ursus americanus</i>	X		
Raccoon	<i>Procyon lotor</i>	X		X
Weasel	<i>Mustela sp.</i>	X		X
Mink	<i>Mustela vison</i>	X	X	X
Badger	<i>Taxidea taxus</i>	X		
Striped skunk	<i>Mephitis mephitis</i>	X		X
Mountain lion	<i>Felis concolor</i>	X		
Bobcat	<i>Felis rufus</i>	X		X
Elk	<i>Cervus elaphus</i>	X	X	X
Mule deer	<i>Odocoileus hemionus</i>	X	X	X
Bats	Unable to determine	X		X

Table 11. Continued.

Common Name	Scientific Name	Reported by Larry Green to Occur or Possibly Occur	Presence Verified by Kirk Beattie	Presence Within the Last 5 years reported by Jim Rose
Mammals (continued)				
Chipmunk	<i>Tamias sp.</i>			X
Thirteen-lined ground squirrel	<i>Spermophilus tridecemlineatus</i>			X
Field mouse	Unable to determine	X	X	X
Birds				
Great blue heron	<i>Ardea herodias</i>	X	X	X
Canada goose	<i>Branta canadensis</i>	X	X	X
Green-winged teal	<i>Anas crecca</i>	X		X
Mallard	<i>Anas platyrhynchos</i>	X	X	X
Blue-winged teal	<i>Anas discors</i>	X		
Cinnamon teal	<i>Anas cyanoptera</i>	X		
Common goldeneye	<i>Bucephala clangula</i>	X		X
Common merganser	<i>Mergus merganser</i>	X		
Red-breasted merganser	<i>Mergus serrator</i>	X	X	
Turkey vulture	<i>Cathartes aura</i>	X		X
Bald eagle	<i>Haliaeetus leucocephalus</i>	X		X
Northern harrier	<i>Circus cyaneus</i>	X		
Sharp-shinned hawk	<i>Accipiter striatus</i>	X	X	
Cooper's hawk	<i>Accipiter cooperii</i>	X		

Table 11. Continued.

Common Name	Scientific Name	Reported by Larry Green to Occur or Possibly Occur	Presence Verified by Kirk Beattie	Presence Within the Last 5 years reported by Jim Rose
Birds (Continued)				
Northern goshawk	<i>Accipiter gentilis</i>	X		
Swainson's hawk	<i>Buteo swainsoni</i>	X		
Red-tailed hawk	<i>Buteo jamaicensis</i>	X	X	X
Golden eagle	<i>Aquila chrysaetos</i>	X		X
American kestrel	<i>Falco sparverius</i>	X		
Sora rail	<i>Porzana carolina</i>	X		
Killdeer	<i>Charadrius vociferus</i>	X	X	X
Spotted sandpiper	<i>Actitis macularia</i>	X		
Common snipe	<i>Gallinago gallinago</i>	X	X	
Rock dove (common pigeon)	<i>Columbia livia</i>	X	X	X
Mourning dove	<i>Zenaida macroura</i>	X	X	X
Great horned owl	<i>Bubo virginianus</i>	X		
Northern pygmy owl	<i>Glaucidium gnoma</i>	X		
Northern saw-whet owl	<i>Aegolius acadicus</i>	X		
Common nighthawk	<i>Chordeiles minor</i>	X		X
Common poorwill	<i>Phalaenoptilus nuttallii</i>	X		X
White-throated swift	<i>Aeronautes saxatalis</i>	X		
Black-chinned hummingbird	<i>Archilochus alexandri</i>	X		
Broad-tailed hummingbird	<i>Selasphorus platycercus</i>	X		
Rufous hummingbird	<i>Selasphorus rufus</i>	X		
Belted kingfisher	<i>Coryle alcyon</i>	X	X	X

Table 11. Continued.

Common Name	Scientific Name	Reported by Larry Green to Occur or Possibly Occur	Presence Verified by Kirk Beattie	Presence Within the Last 5 years reported by Jim Rose
Birds (Continued)				
Lewis' woodpecker	<i>Melanaerpes lewis</i>	X		
Downy woodpecker	<i>Picoides pubescens</i>	X		
Hairy woodpecker	<i>Picoides villosus</i>	X		X
Northern flicker	<i>Colaptes auratus</i>	X	X	
Western kingbird	<i>Tyrannus verticalis</i>	X	X	
Tree swallow	<i>Tachycineta bicolor</i>	X		
Cliff swallow	<i>Hirundo pyrrhonota</i>	X		
Barn swallow	<i>Hirundo rustica</i>	X	X	X
Gray jay	<i>Perisoreus canadensis</i>	X	X	
Steller's jay	<i>Cyanocitta stelleri</i>	X		X
Scrub jay	<i>Aphelocoma coerulescens</i>	X		
Pinyon jay	<i>Gymnorhinus cyanocephalus</i>	X		
Clark's nutcracker	<i>Nucifraga columbiana</i>	X		
Black-billed magpie	<i>Pica pica</i>	X	X	X
American crow	<i>Corvus brachyrhynchos</i>	X	X	X
Common raven	<i>Corvus cryptoleucus</i>	X		X
Black-capped chickadee	<i>Parus atricapillus</i>	X	X	
Plain titmouse	<i>Parus inornatus</i>	X		
Red-breasted nuthatch	<i>Sitta canadensis</i>	X		
White-breasted nuthatch	<i>Sitta carolinensis</i>	X		
Pygmy nuthatch	<i>Sitta pygmaea</i>	X		

Table 11. Continued.

Common Name	Scientific Name	Reported by Larry Green to Occur or Possibly Occur	Presence Verified by Kirk Beattie	Presence Within the Last 5 years reported by Jim Rose
Birds (Continued)				
Brown creeper	<i>Certhia americana</i>	X		
American dipper	<i>Cinclus mexicanus</i>	X		X
Mountain bluebird	<i>Sialia curucoides</i>	X		X
Townsend's solitaire	<i>Myadestes townsendi</i>	X		
American robin	<i>Turdus migratorius</i>	X	X	X
Cedar waxwing	<i>Bombycilla cedrorum</i>	X		
Bohemian waxwing	<i>Bombycilla cedrorum</i>	X		
Northern shrike	<i>Lanius excubitor</i>	X		
European starling	<i>Sturnus vulgaris</i>	X	X	X
Yellow warbler	<i>Dendroica petechia</i>	X		
Black-throated gray warbler	<i>Dendroica nigroscens</i>	X		
Western tanager	<i>Piranga ludoviciana</i>	X		
Black-headed grosbeak	<i>Pheucticus melanocephalus</i>	X	X	
Green-tailed towhee	<i>Pipilo chlorurus</i>	X		
Spotted-sided towhee	<i>Pipilo erythrophthalmus</i>	X		
Chipping sparrow	<i>Spizella passerina</i>	X		
Song sparrow	<i>Melospiza melodia</i>	X		
Dark-eyed junco	<i>Junco hyemalis</i>	X		
Red-winged blackbird	<i>Agelaius phoeniceus</i>	X	X	X
Western meadowlark	<i>Sturnella neglecta</i>	X		X
Brewer's blackbird	<i>Euphagus cyanocephalus</i>	X		

Table 11. Continued.

Common Name	Scientific Name	Reported by Larry Green to Occur or Possibly Occur	Presence Verified by Kirk Beattie	Presence Within the Last 5 years reported by Jim Rose
Birds (Continued)				
Brown-headed cowbird	<i>Molothrus ater</i>	X	X	
Northern oriole	<i>Icterus galbula</i>	X		X
Cassin's finch	<i>Carpodacus cassinii</i>	X		
House finch	<i>Corpodacus mexicanus</i>	X		
American goldfinch	<i>Carduelis tristis</i>	X	X	X
Evening grosbeak	<i>Coccothraustes vespertinus</i>	X		
House sparrow	<i>Passer domesticus</i>	X		
Sandhill crane	<i>Grus canadensis</i>			X
Western screech owl	<i>Otus kennicottii</i>			X
Hummingbird	Unable to determine			X
Wood duck	<i>Aix sponsa</i>			X
Snowy egret	<i>Egretta thula</i>			X
Canyon wren	<i>Catherpes mexicanus</i>		X	
Western wood pewee	<i>Contopus sordidulus</i>		X	
Bobolink	<i>Dolichonyx oryzivorus</i>		X	
Sage sparrow	<i>Amphispiza belli</i>		X	

Table 12. Species of wildlife reported by Colorado Division of Wildlife District Wildlife Manager Larry Green (Glenwood Springs) to occur, or possibly occur, as residents of or visitors to the Rose Ranch.¹

Common Name	Scientific Name
Amphibians	
Boreal chorus frog	<i>Pseudacris triseriata maculata</i>
Snakes	
Western smooth green snake	<i>Opheodrys vernalis blanchardi</i>
Great basin gopher snake	<i>Pituophis melanoleucus deserticola</i>
Wandering garter snake	<i>Thamnophis elegans vagrans</i>
Mammals	
Water shrew	<i>Sorex paulstris</i>
Little brown myotis	<i>Myotis lucifugus</i>
Big brown bat	<i>Eptesicus fuscus</i>
Cottontail rabbit	<i>Sylvilagus sp.</i>
Least chipmunk	<i>Tamias minimus</i>
Colorado chipmunk	<i>Tamias quadrivittatus</i>
Yellow-bellied marmot	<i>Marmota flaviventris</i>
Golden-mantled ground squirrel	<i>Spermophilus lateralis</i>
Rock squirrel	<i>Spermophilus variegatus</i>
Beaver	<i>Castor canadensis</i>
Bushy-tailed woodrat	<i>Neotoma cinerea</i>
Muskrat	<i>Ondatra zibethicus</i>
Porcupine	<i>Erethizon dorsatum</i>
Coyote	<i>Canis latrans</i>
Red fox	<i>Vulpes vulpes</i>
Raccoon	<i>Procyon lotor</i>
Weasel	<i>Mustela sp.</i>
Mink	<i>Mustela vison</i>
Badger	<i>Taxidea taxus</i>
Striped skunk	<i>Mephitis mephitis</i>
Mountain lion	<i>Felis concolor</i>
Bobcat	<i>Felis rufus</i>
Elk	<i>Cervus elaphus</i>
Mule deer	<i>Odocoileus hemionus</i>

¹Based on a personal interview by Kirk Beattie with Larry Green on September 16, 1997.

Table 12. Continued.

Common Name	Scientific Name
Birds	
Great blue heron	<i>Ardea herodias</i>
Canada goose	<i>Branta canadensis</i>
Green-winged teal	<i>Anas crecca</i>
Mallard	<i>Anas platyrhynchos</i>
Blue-winged teal	<i>Anas discors</i>
Cinnamon teal	<i>Anas cyanoptera</i>
Common goldeneye	<i>Bucephala clangula</i>
Common merganser	<i>Mergus merganser</i>
Red-breasted merganser	<i>Mergus serrator</i>
Turkey vulture	<i>Cathartes aura</i>
Bald eagle	<i>Haliaeetus leucocephalus</i>
Northern harrier	<i>Circus cyaneus</i>
Sharp-shinned hawk	<i>Accipiter striatus</i>
Cooper's hawk	<i>Accipiter cooperii</i>
Northern goshawk	<i>Accipiter gentilis</i>
Swainson's hawk	<i>Buteo swainsoni</i>
Red-tailed hawk	<i>Buteo jamaicensis</i>
Golden eagle	<i>Aquila chrysaetos</i>
American kestrel	<i>Falco sparverius</i>
Sora rail	<i>Porzana carolina</i>
Killdeer	<i>Charadrius vociferus</i>
Spotted sandpiper	<i>Actitis macularia</i>
Common snipe	<i>Gallinago gallinago</i>
Rock dove (common pigeon)	<i>Columbia livia</i>
Mourning dove	<i>Zenaida macroura</i>
Great horned owl	<i>Bubo virginianus</i>
Northern pygmy owl	<i>Glaucidium gnoma</i>
Northern saw-whet owl	<i>Aegolius acadicus</i>
Common nighthawk	<i>Chordeiles minor</i>
Common poorwill	<i>Phalaenoptilus nuttallii</i>
White-throated swift	<i>Aeronautes saxatalis</i>
Black-chinned hummingbird	<i>Archilochus alexandri</i>
Broad-tailed hummingbird	<i>Selasphorus platycercus</i>
Rufous hummingbird	<i>Selasphorus rufus</i>
Belted kingfisher	<i>Coryle alcyon</i>
Lewis' woodpecker	<i>Melanaerpes lewis</i>

Table 12. Continued.

Common Name	Scientific Name
Birds (continued)	
Downy woodpecker	<i>Picoides pubescens</i>
Hairy woodpecker	<i>Picoides villosus</i>
Northern flicker	<i>Colaptes auratus</i>
Western kingbird	<i>Tyrannus verticalis</i>
Tree swallow	<i>Tachycineta bicolor</i>
Cliff swallow	<i>Hirundo pyrrhonota</i>
Barn swallow	<i>Hirundo rustica</i>
Gray jay	<i>Perisoreus canadensis</i>
Steller's jay	<i>Cyanocitta stelleri</i>
Scrub jay	<i>Aphelocoma coerulescens</i>
Pinyon jay	<i>Gymnorhinus cyanocephalus</i>
Clark's nutcracker	<i>Nucifraga columbiana</i>
Black-billed magpie	<i>Pica pica</i>
American crow	<i>Corvus brachyrhynchos</i>
Common raven	<i>Corvus cryptoleucus</i>
Black-capped chickadee	<i>Parus atricapillus</i>
Plain titmouse	<i>Parus inornatus</i>
Red-breasted nuthatch	<i>Sitta canadensis</i>
White-breasted nuthatch	<i>Sitta carolinensis</i>
Pygmy nuthatch	<i>Sitta pygmaea</i>
Brown creeper	<i>Certhia americana</i>
American dipper	<i>Cinclus mexicanus</i>
Mountain bluebird	<i>Sialia curucoides</i>
Townsend's solitaire	<i>Myadestes townsendi</i>
American robin	<i>Turdus migratorius</i>
Cedar waxwing	<i>Bombycilla cedrorum</i>
Bohemian waxwing	<i>Bombycilla cedorum</i>
Northern shrike	<i>Lanius excubitor</i>
European starling	<i>Sturnus vulgaris</i>
Yellow warbler	<i>Dendroica petechia</i>
Black-throated gray warbler	<i>Dendroica nigroscens</i>
Western tanager	<i>Piranga ludoviciana</i>
Black-headed grosbeak	<i>Pheuticus melanocephalus</i>
Green-tailed towhee	<i>Pipilo chlorurus</i>
Spotted-sided towhee	<i>Pipilo erythrophthalmus</i>
Chipping sparrow	<i>Spizella passerina</i>

Table 12. Continued.

Common Name	Scientific Name
Birds (continued)	
Song sparrow	<i>Melospiza melodia</i>
Dark-eyed junco	<i>Junco hyemalis</i>
Red-winged blackbird	<i>Agelaius phoeniceus</i>
Western meadowlark	<i>Sturnella neglecta</i>
Brewer's blackbird	<i>Euphagus cyanocephalus</i>
Brown-headed cowbird	<i>Molothrus ater</i>
Northern oriole	<i>Icterus galbula</i>
Cassin's finch	<i>Carpodacus cassinii</i>
House finch	<i>Corpodacus mexicanus</i>
American goldfinch	<i>Carduelis tristis</i>
Evening grosbeak	<i>Coccothraustes vespertinus</i>
House sparrow	<i>Passer domesticus</i>

Figure 1. Map of Colorado showing 1 degree latitude and longitude blocks used by the Colorado Division of Wildlife for recording distribution information for wildlife.

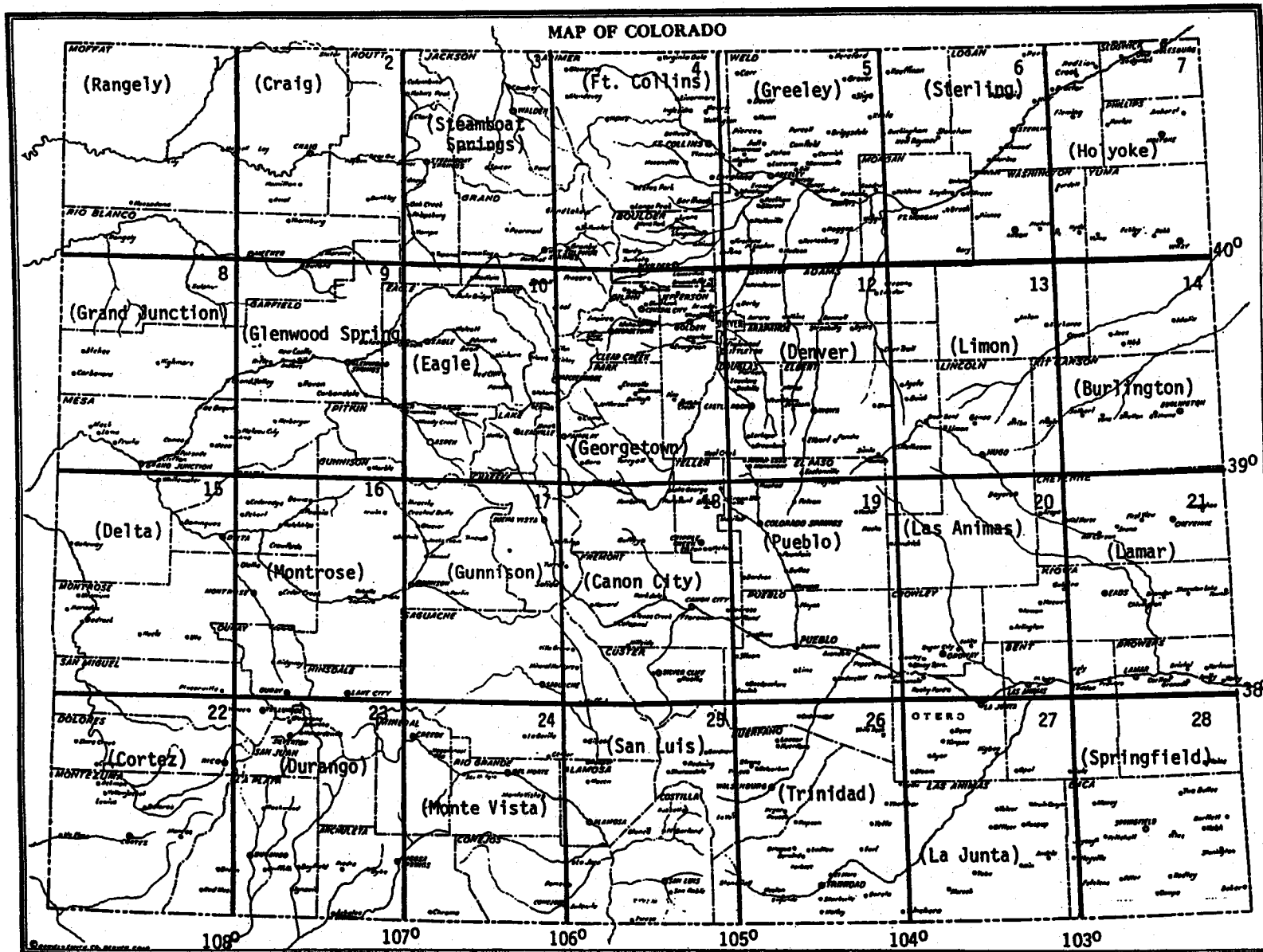


Figure 2. WRIS map of resident elk population near the Rose Ranch.

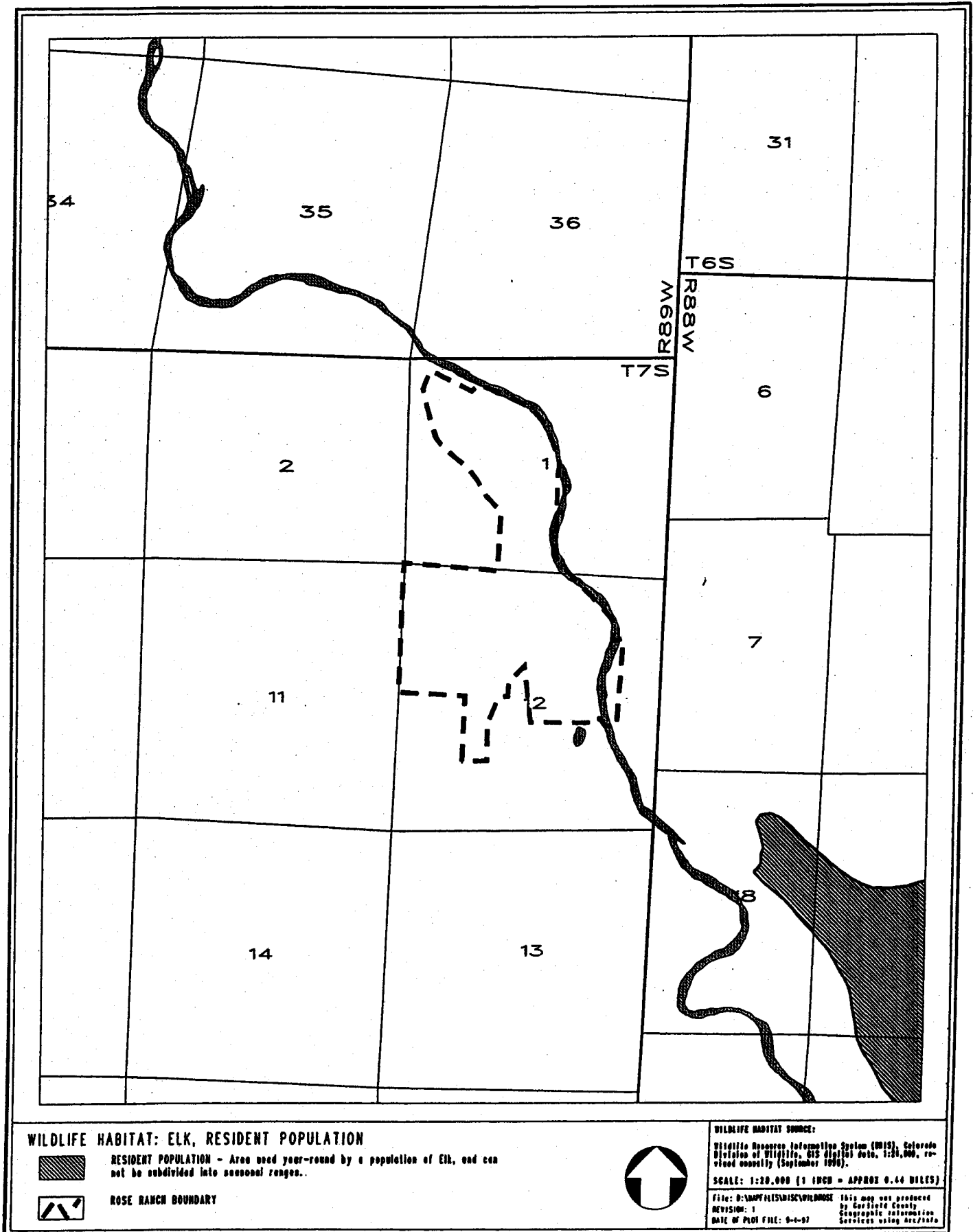


Figure 3. WRIS map of elk severe winter range on and near the Rose Ranch.

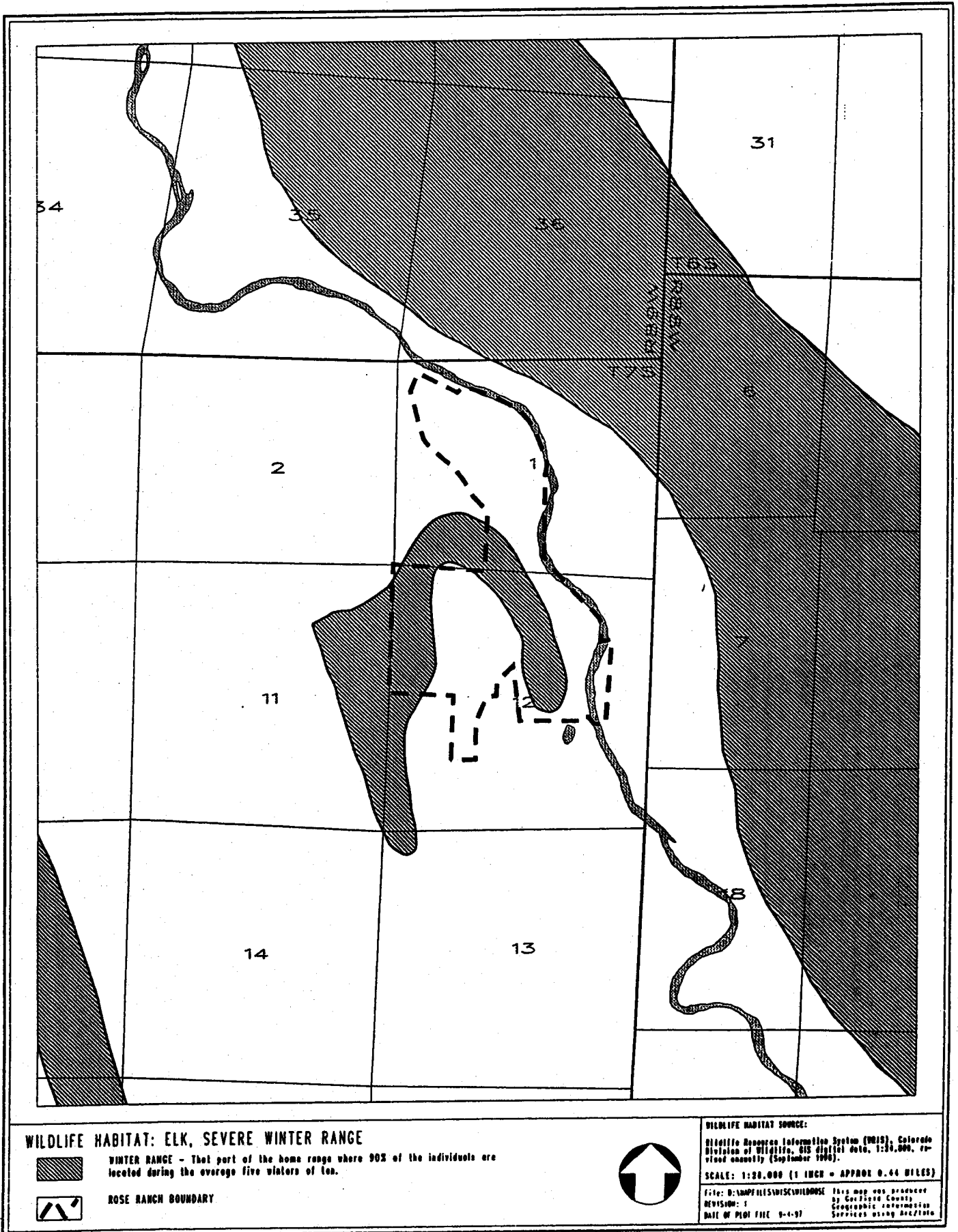


Figure 4. WRIS map showing elk migration patterns near the Rose Ranch.

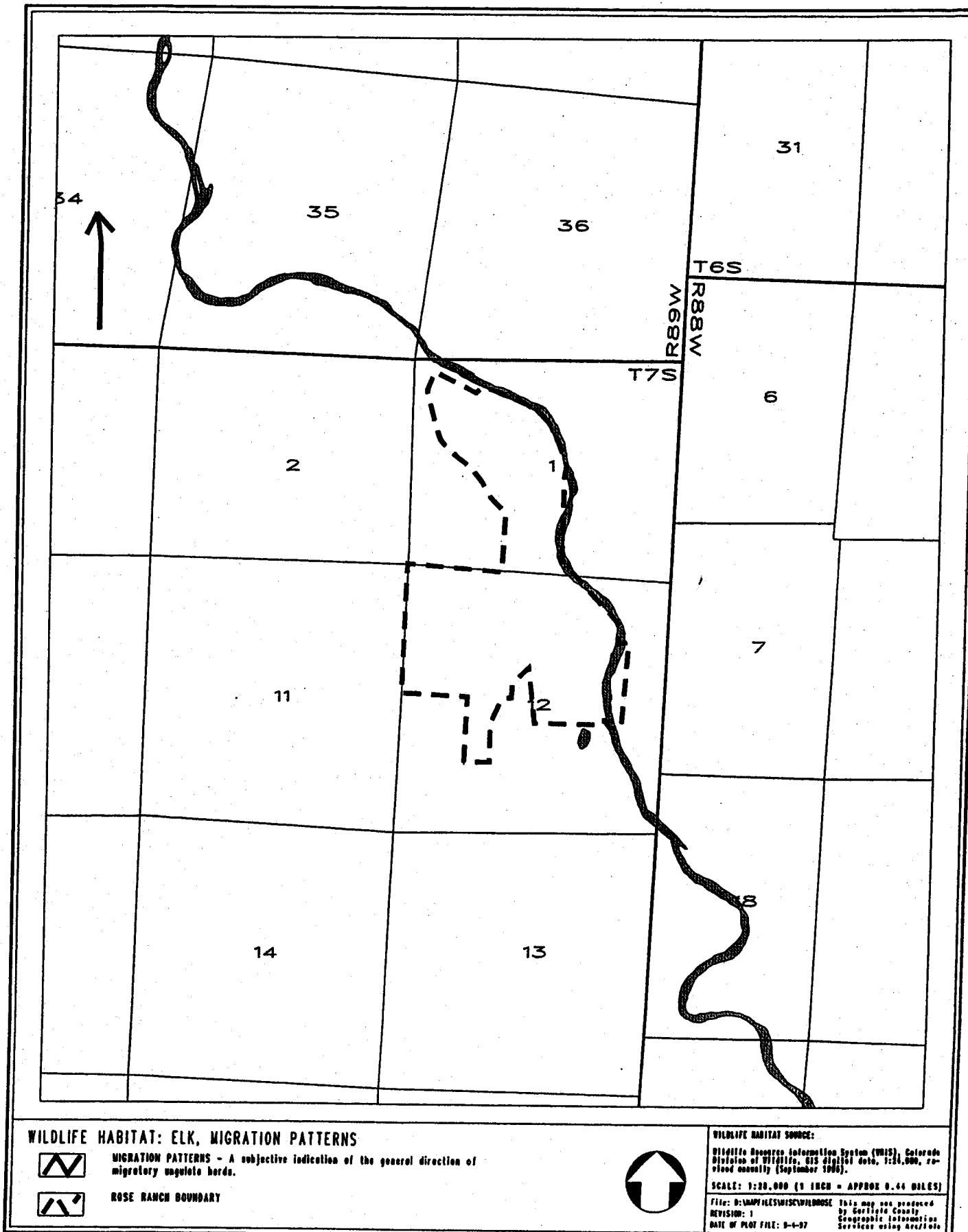
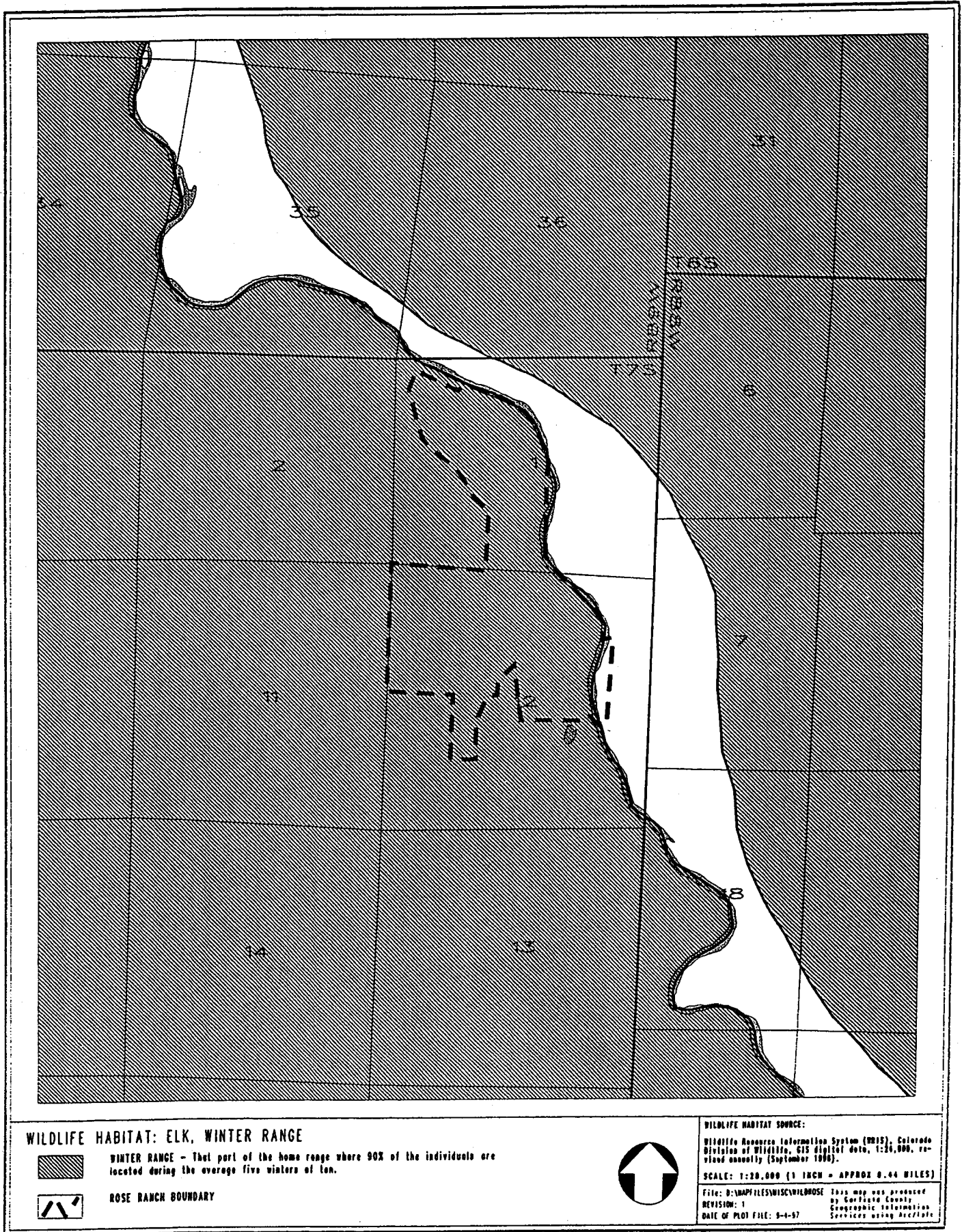


Figure 5. WRIS map showing elk winter range on and near the Rose Ranch.



WILDLIFE HABITAT: ELK, WINTER RANGE



WINTER RANGE - That part of the home range where 90% of the individuals are located during the average five winters of ten.



ROSE RANCH BOUNDARY

WILDLIFE HABITAT SOURCE:

Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:25,000, revised annually (September 1998).

SCALE: 1:20,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MAPFILES\WIS\WILDR05E This map was produced by San Juan County Geographic Information Services using Arc/Info
REVISION: 1
DATE OF PLOT FILE: 5-4-97



Figure 6. WRIS map showing elk critical habitat near the Rose Ranch.

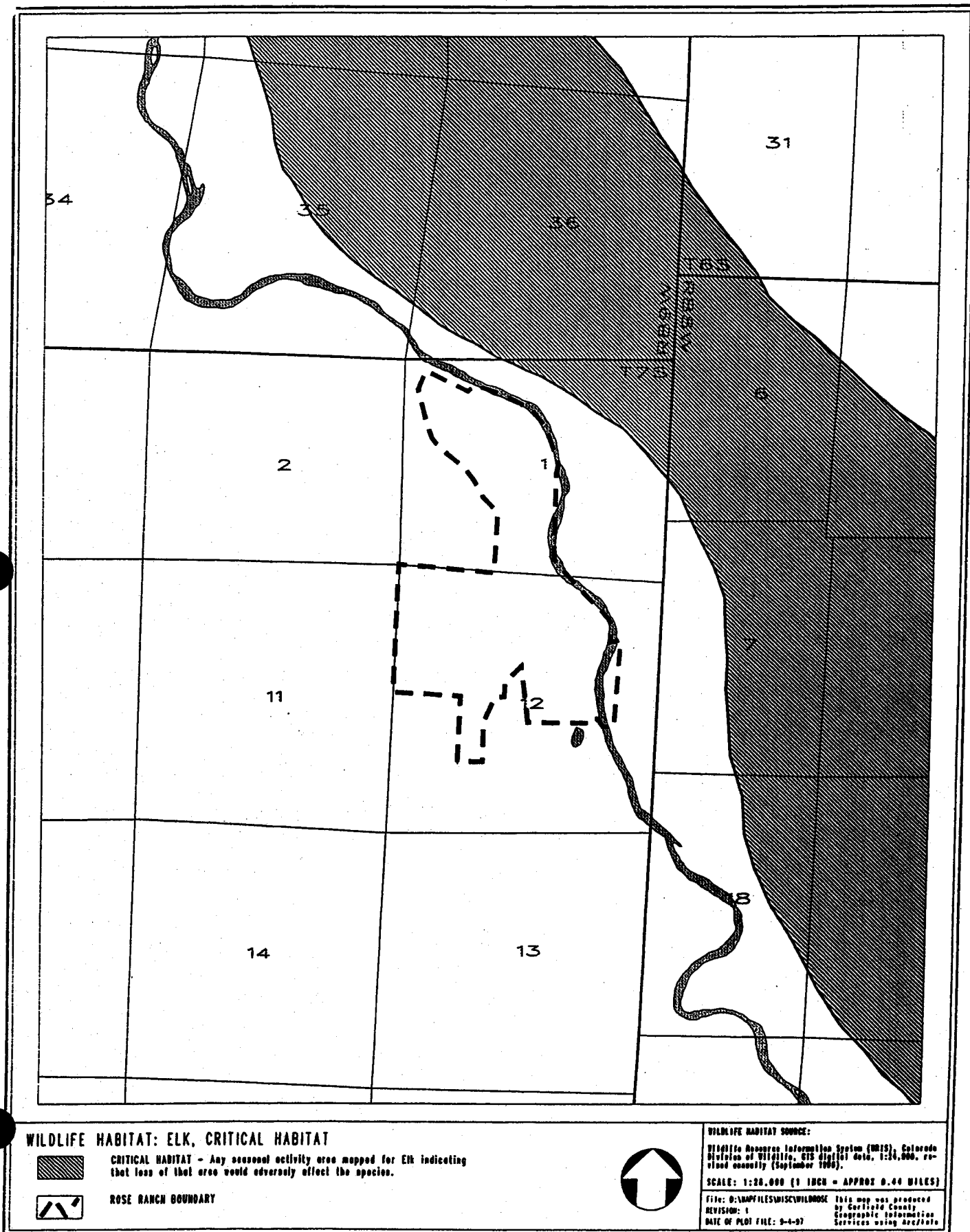
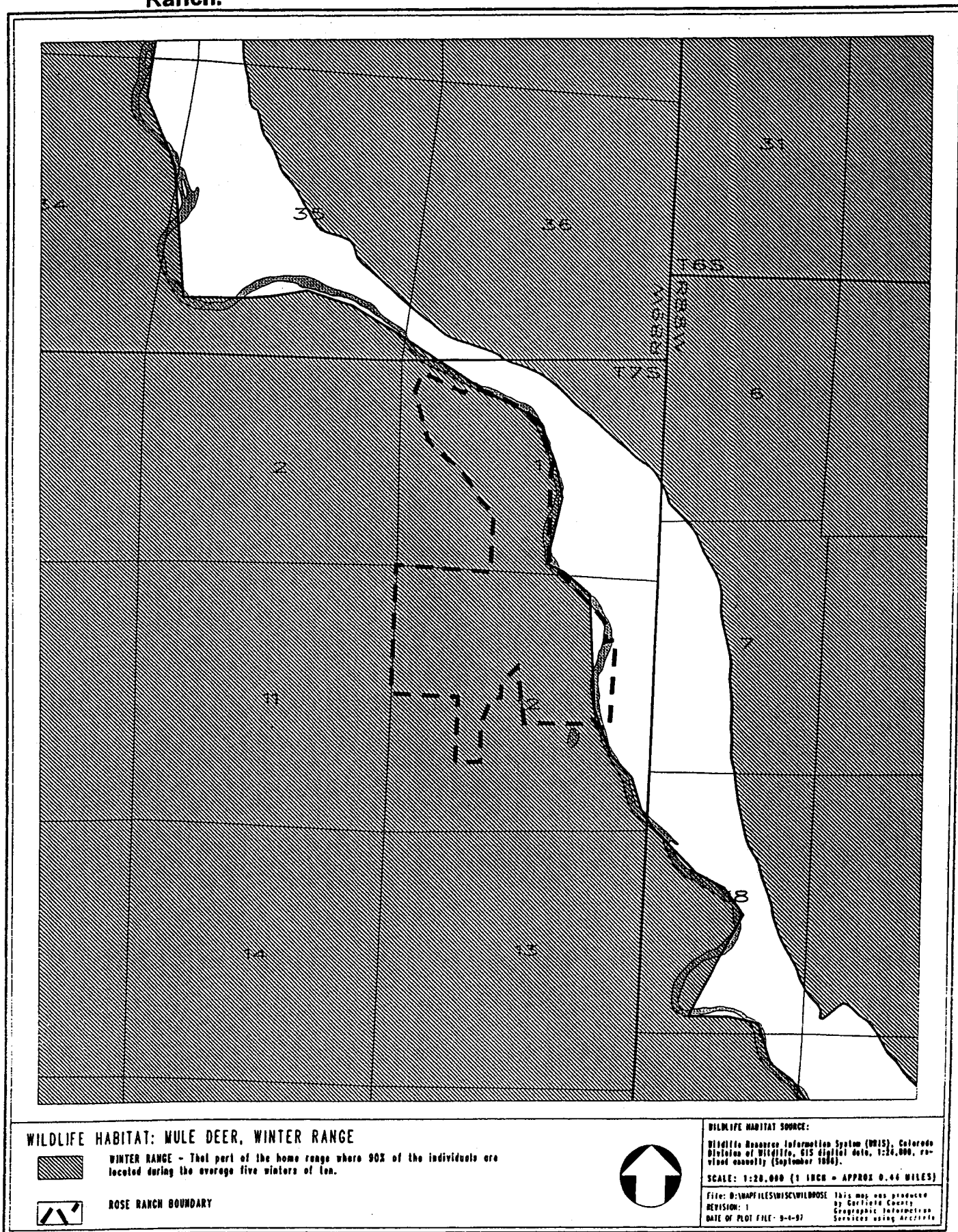


Figure 7. WRIS map showing mule deer winter range on and near the Rose Ranch.



WILDLIFE HABITAT: MULE DEER, WINTER RANGE



WINTER RANGE - That part of the home range where 90% of the individuals are located during the average five winters of life.



ROSE RANCH BOUNDARY



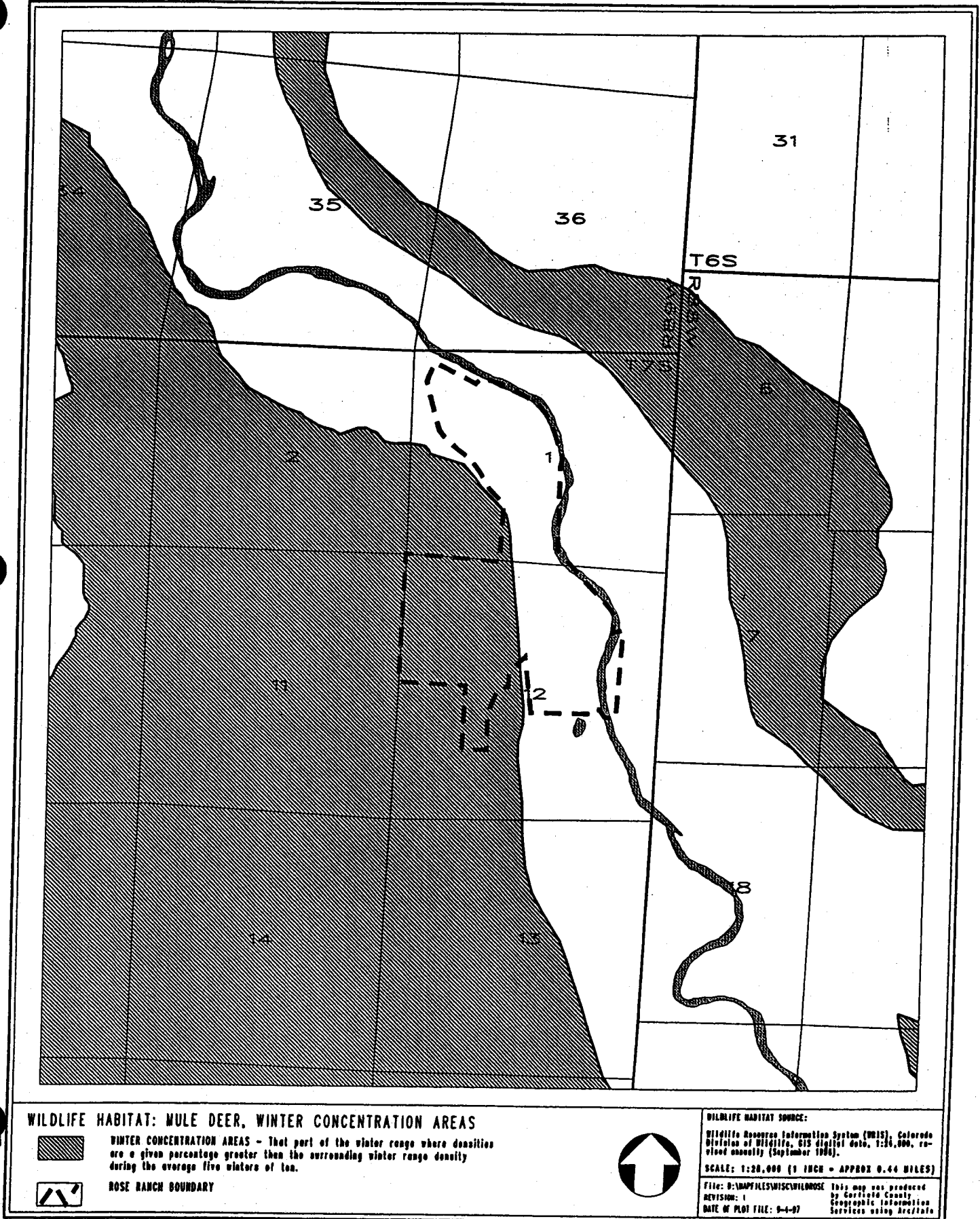
WILDLIFE HABITAT SOURCE:

Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:20,000, revised annually (September 2006).



SCALE: 1:20,000 (1 INCH = APPROX 0.44 MILES)

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DATE OF PLOT FILE: 9-4-97

Figure 8. WRIS map showing mule deer winter concentration areas on and near the Rose Ranch.



WILDLIFE HABITAT: MULE DEER, WINTER CONCENTRATION AREAS

-  WINTER CONCENTRATION AREAS - That part of the winter range where densities are a given percentage greater than the surrounding winter range density during the average five winters of ten.
-  ROSE RANCH BOUNDARY

WILDLIFE HABITAT SOURCE:
 Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:25,000, revised annually (September 1996).

SCALE: 1:25,000 (1 INCH = APPROX 0.44 MILES)

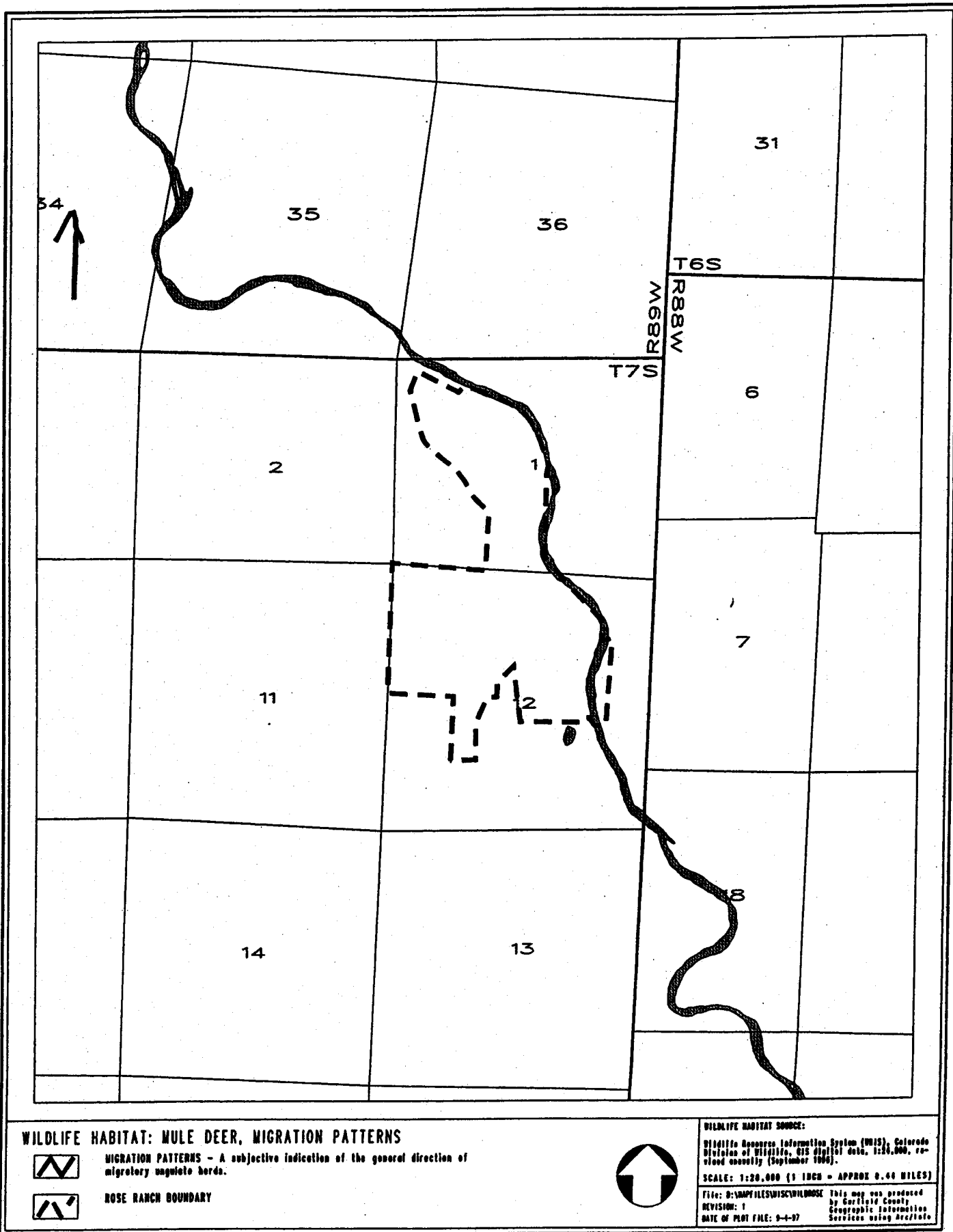
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REVISION: 1

DATE OF PLOT FILE: 6-4-97



Figure 9. WRIS map showing mule deer winter migration patterns near the Rose Ranch.



WILDLIFE HABITAT: MULE DEER, MIGRATION PATTERNS



MIGRATION PATTERNS - A subjective indication of the general direction of migratory ungulate herds.



ROSE RANCH BOUNDARY



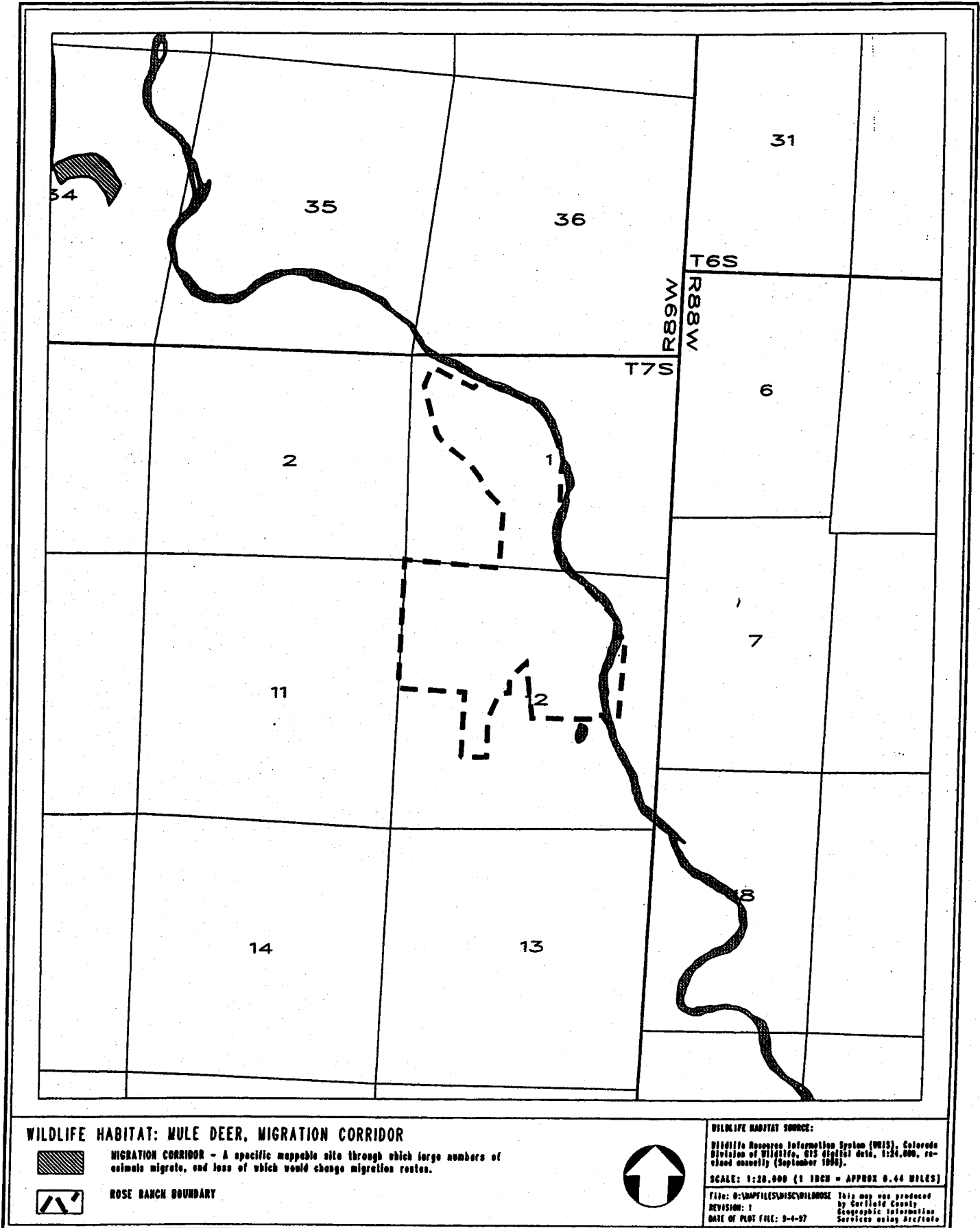
WILDLIFE HABITAT SOURCE:

Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:25,000, revised monthly (September 1996).

SCALE: 1:25,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MAPFILES\WILDLIFE\ROSE This map was produced by Garfield County Geographic Information Services using ArcInfo.
REVISION: 1
DATE OF PLOT FILE: 9-4-97

Figure 10. WRIS map showing a mule deer migration corridor 1+ miles northwest of the Rose Ranch.



WILDLIFE HABITAT: MULE DEER, MIGRATION CORRIDOR



MIGRATION CORRIDOR - A specific mappable site through which large numbers of animals migrate, and loss of which would change migration routes.



ROSE RANCH BOUNDARY



WILDLIFE HABITAT SOURCE:

Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS Digital Data, 1:24,000, revised annually (September 1996).

SCALE: 1:20,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MAPFILES\MISC\WILDR00SE This map was produced by Garfield County Geographic Information Services using Arc/INFO
REVISION: 1
DATE OF PLOT FILE: 9-4-97

Figure 11. WRIS map showing mule deer severe winter range on and near the Rose Ranch.

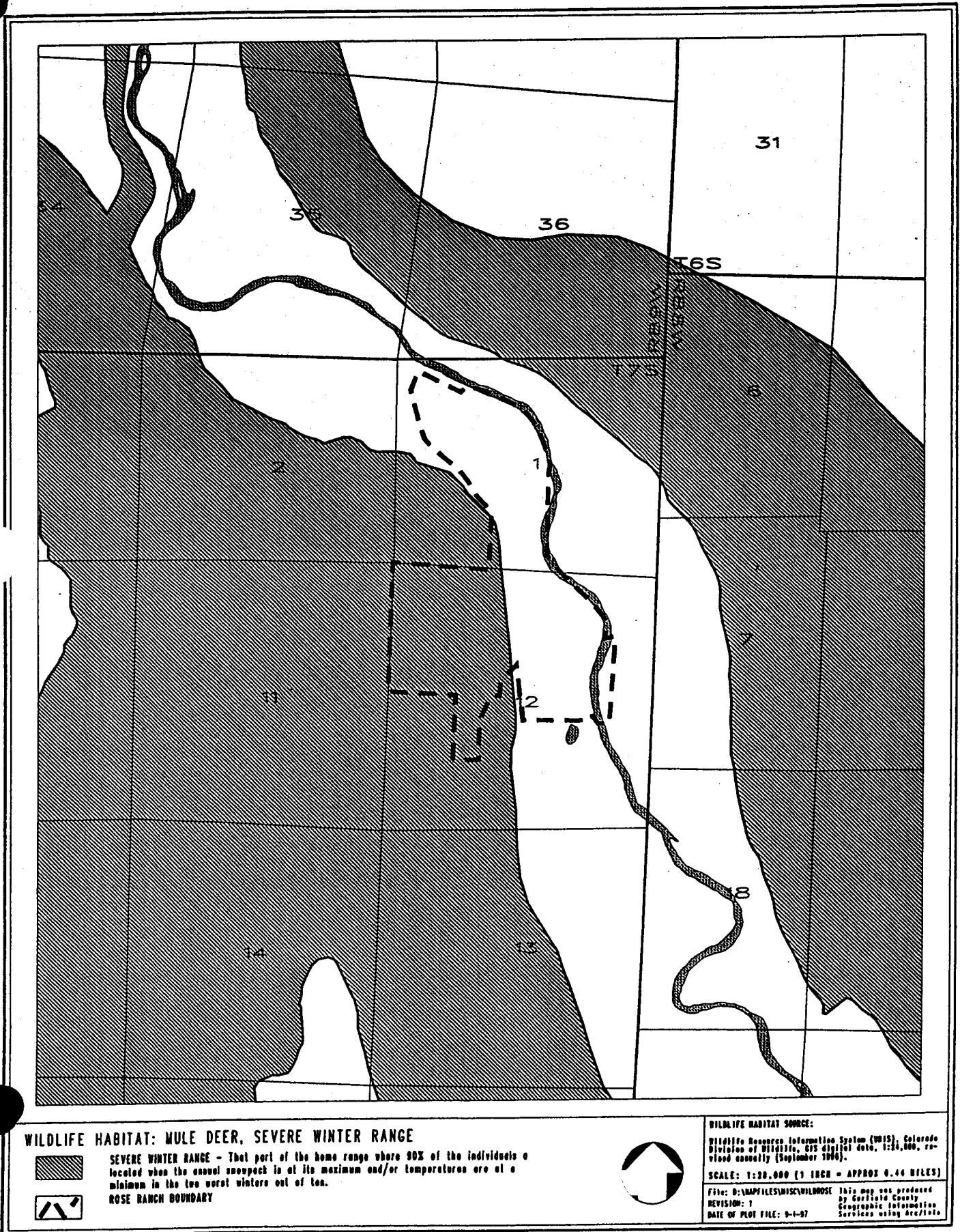


Figure 12. WRIS map showing mule deer critical habitat on and near the Rose Ranch.

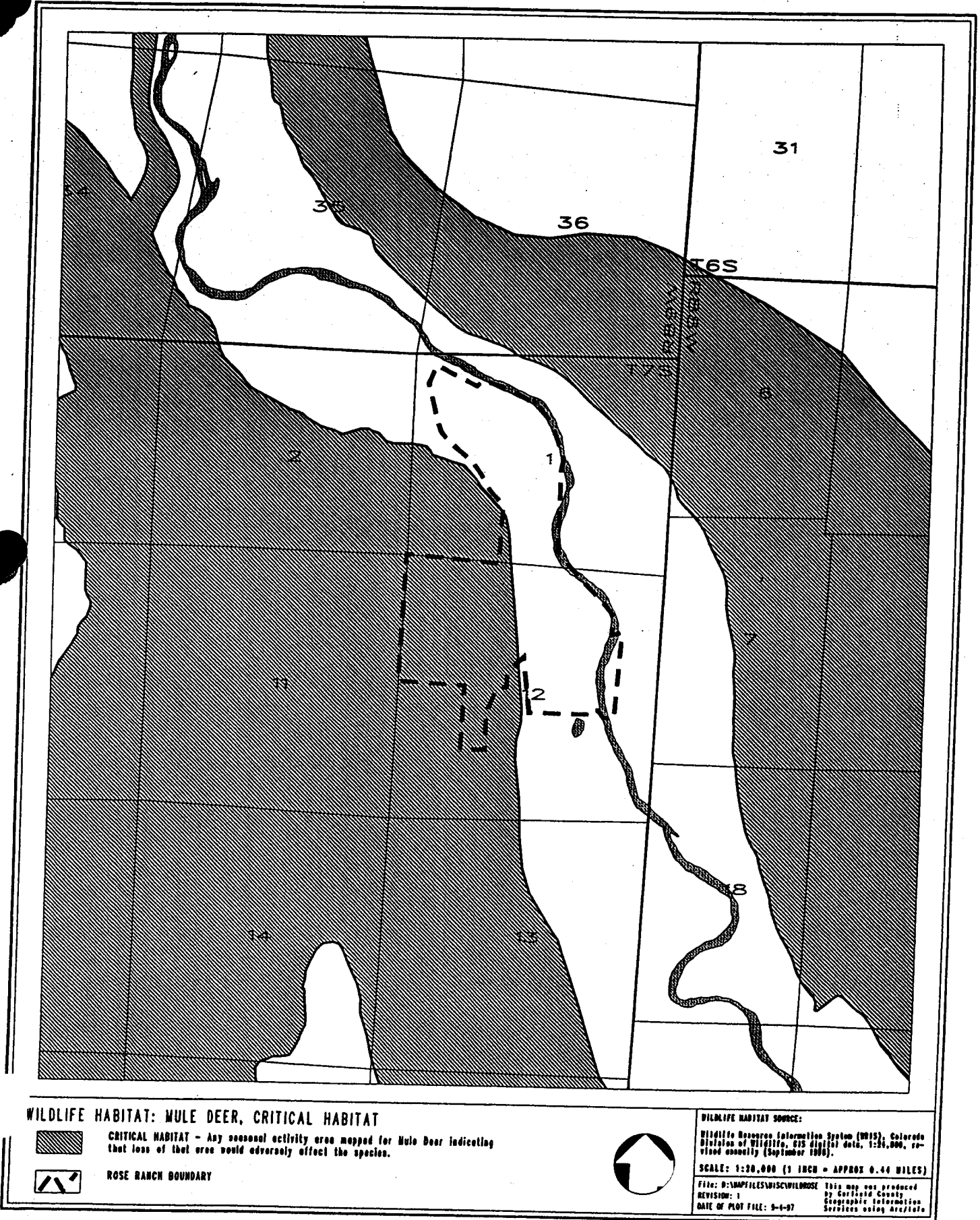
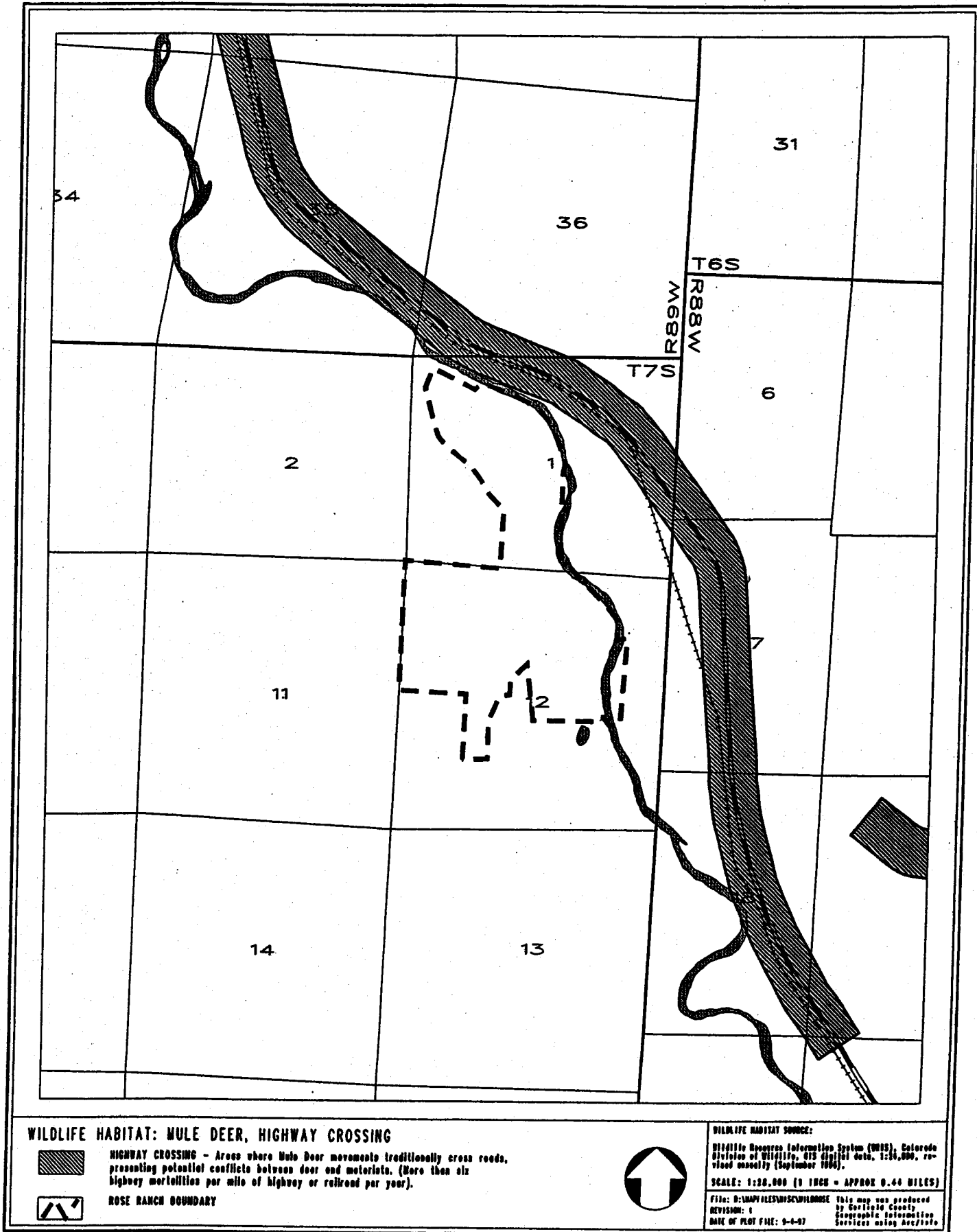


Figure 13. WRIS map showing mule deer highway crossing area near the Rose Ranch.



WILDLIFE HABITAT: MULE DEER, HIGHWAY CROSSING



HIGHWAY CROSSING - Areas where Mule Deer movements traditionally cross roads, presenting potential conflicts between deer and motorists. (More than six highway mortalities per mile of highway or railroad per year).



ROSE RANCH BOUNDARY



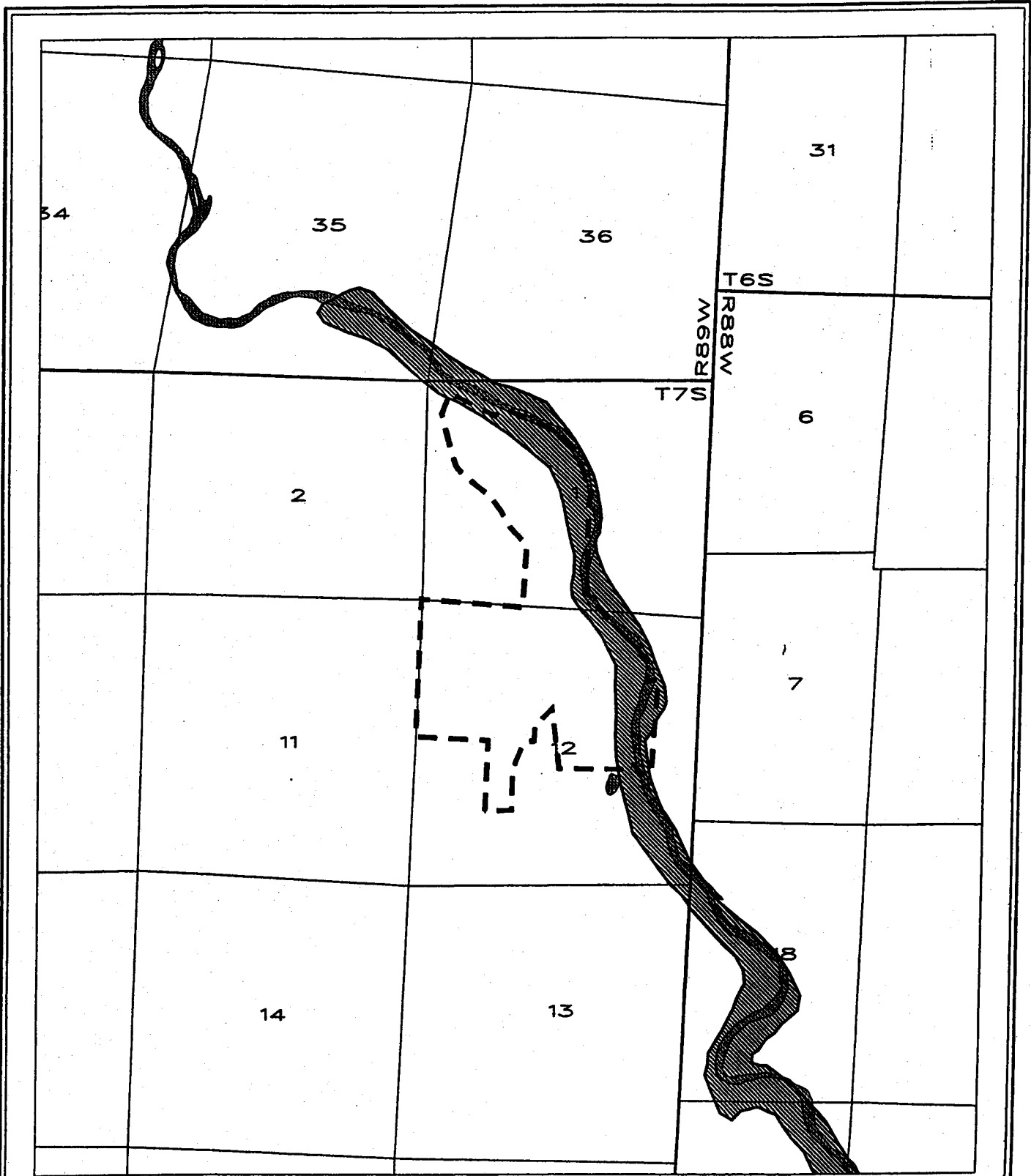
WILDLIFE HABITAT SOURCE:

Wildlife Habitat Information System (WHIS), Colorado Division of Wildlife, GIS Digital Data, 1:25,000, revised annually (September 1990).

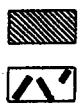
SCALE: 1:25,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MAPFILES\WILDLIFE\ROSE This map was produced by Garfield County Geographic Information Services using Arc/Info
REVISION: 1
DATE OF PLOT FILE: 9-6-97

Figure 14. WRIS map showing Canada goose wintering area on and near the Rose Ranch.



WILDLIFE HABITAT: CANADA GOOSE, WINTERING AREA



WINTERING AREAS - Habitat used by Canada Geese from November 1 to time of early spring migrations occurring in mid- to late February. Includes winter loafing, roosting and feeding areas.

ROSE RANCH BOUNDARY



WILDLIFE HABITAT SOURCE:
 Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:250,000, revised annually (September 1996).

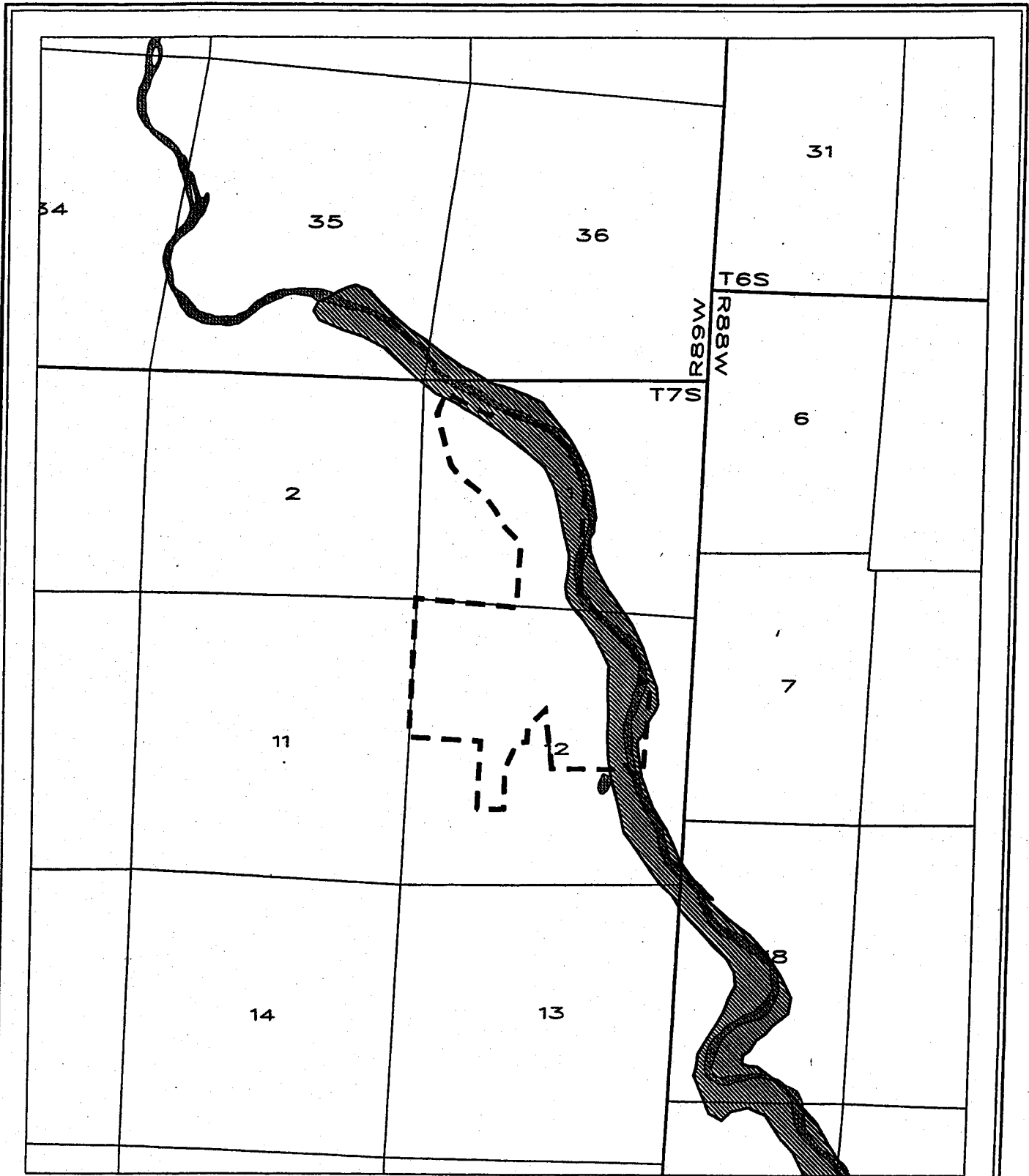
SCALE: 1:20,000 (1 INCH = APPROX 0.64 MILES)

FILE: D:\MAPFILES\WISC\WILGOOSE This map was produced by Corlette County Geographic Information Services using ArcInfo

REVISION: 1

DATE OF PLOT FILE: 9-4-97

Figure 15. WRIS map showing Canada goose production area on and near the Rose Ranch.



WILDLIFE HABITAT: CANADA GOOSE, PRODUCTION AREA



PRODUCTION AREAS - A unit of water or part of a drainage used by nesting and breeding Canada Geese. Includes feeding and loafing areas such as pastures adjacent to rivers or marshes.

ROSE RANCH BOUNDARY



WILDLIFE HABITAT SOURCE:

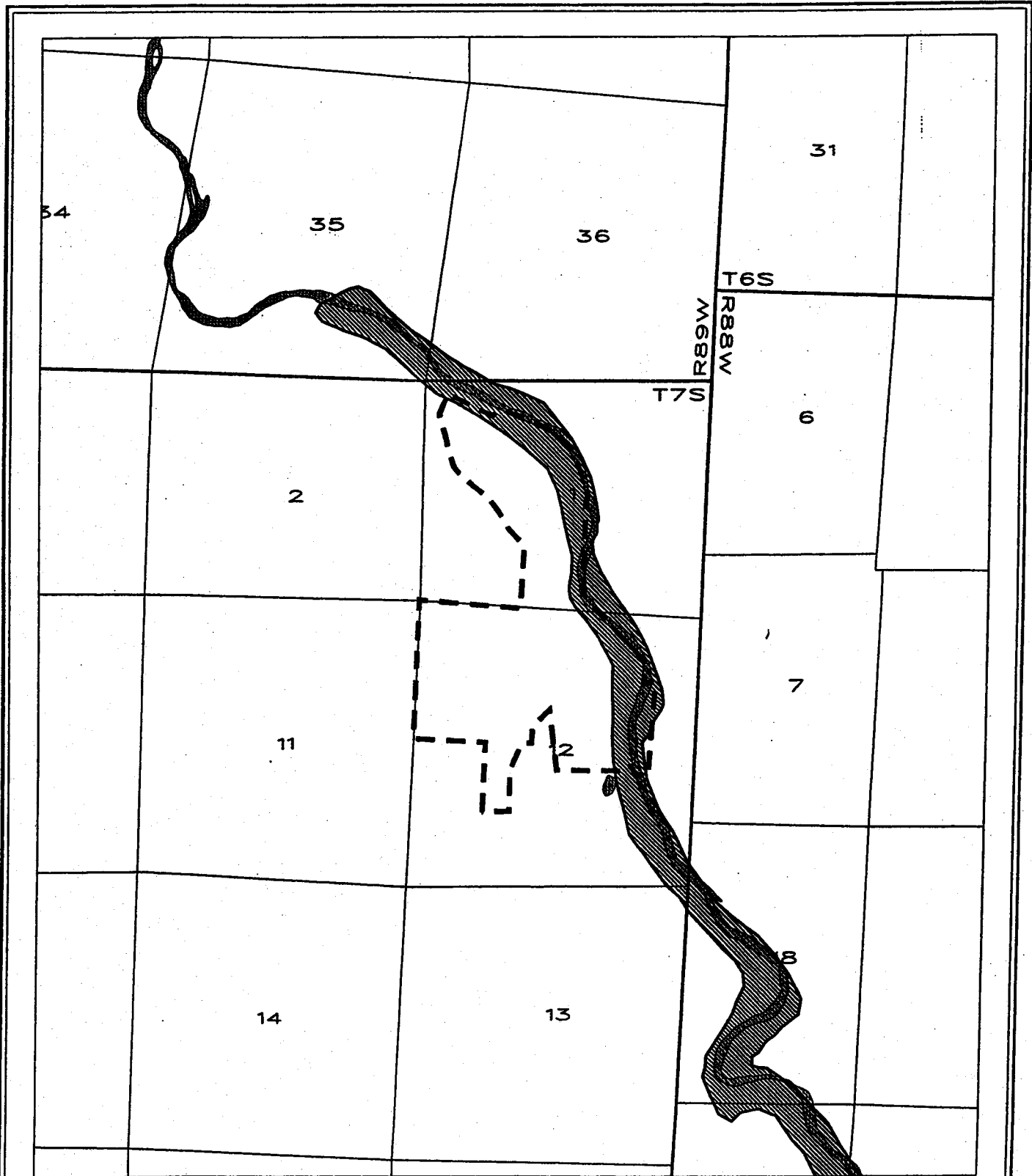
Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:25,000, revised annually (September 1995).

SCALE: 1:25,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MAPFILES\MISC\WILDRSSE
 REVISION: 1
 DATE OF PLOT FILE: 9-4-97

This map was produced by Garfield County Geographic Information Services using Arc/INFO.

Figure 16. WRIS map showing Canada goose feeding area on and near the Rose Ranch.



WILDLIFE HABITAT: CANADA GOOSE, FEEDING AREA



FEEDING AREAS - Portion of a wintering area where geese move to feed, such as agricultural fields or reservoir shorelines.



ROSE RANCH BOUNDARY



WILDLIFE HABITAT SOURCE:

Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:25,000, revised annually (September 1990).

SCALE: 1:25,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MAPFILES\WILDC\WILDRSE This map was produced by Garfield County Geographic Information Services using ArcInfo. REVISION: 1 DATE OF PLOT FILE: 9-4-97

Figure 17. WRIS map showing the location of a bald eagle nest site near the Rose Ranch.

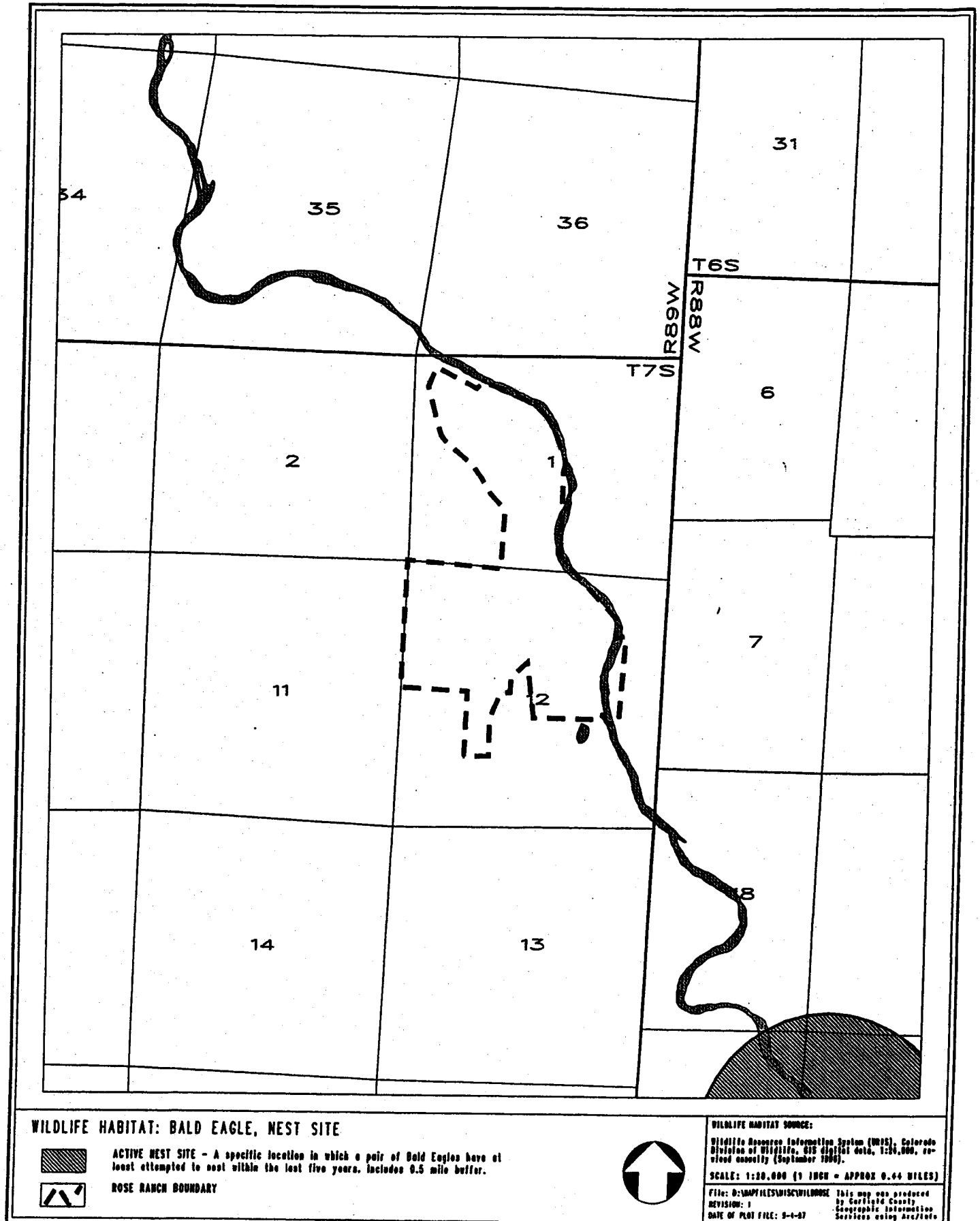
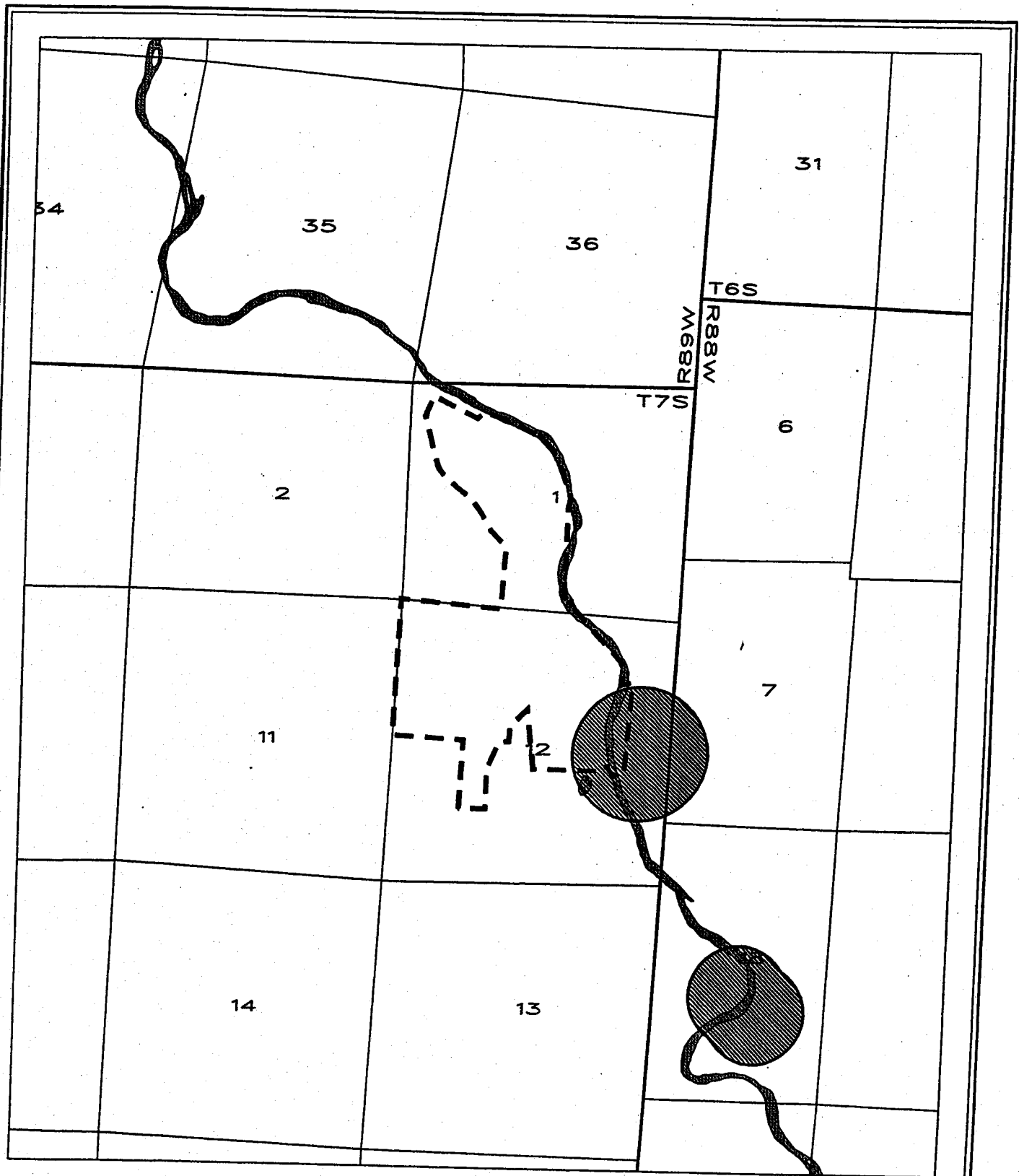


Figure 19. WRIS map showing bald eagle roost sites on and near the Rose Ranch.



WILDLIFE HABITAT: BALD EAGLE, ROOST SITE



ROOST SITE - Groups of or individual trees that provide diurnal and/or nocturnal perches for one or more wintering Bald Eagles. Includes 0.25 mile buffer.



ROSE RANCH BOUNDARY



WILDLIFE HABITAT SOURCE:

Wildlife Geographic Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:24,000, revised annually (September 1995).

SCALE: 1:24,000 (1 INCH = APPROX 0.64 MILES)

File: D:\MAPPING\GIS\WILDLIFE This map was produced by Carlton County Geographic Information Services using ArcInfo
REVISION: 1
DATE OF PLOT FILE: 9-4-97

Figure 20. WRIS map showing wild turkey range near the Rose Ranch.

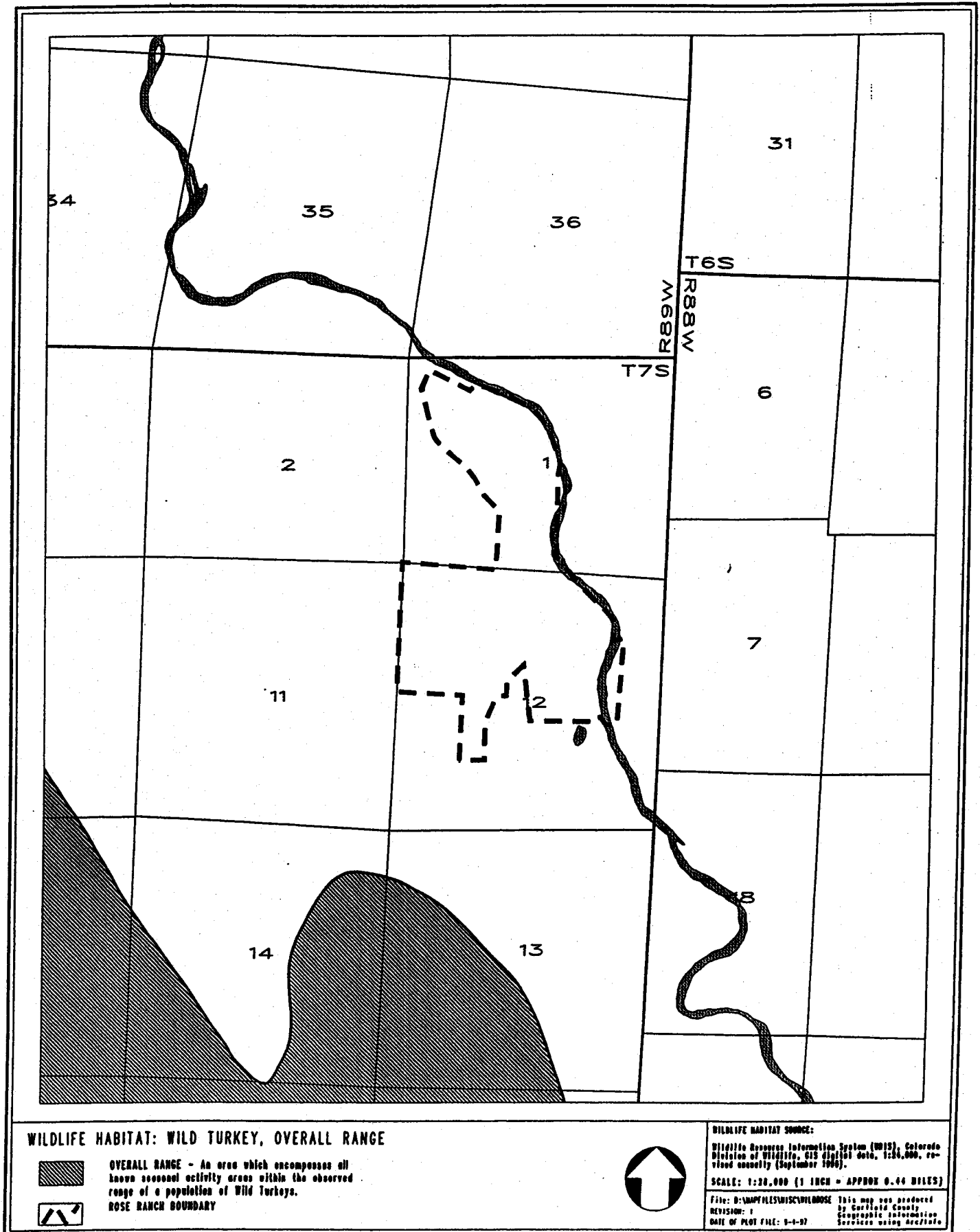
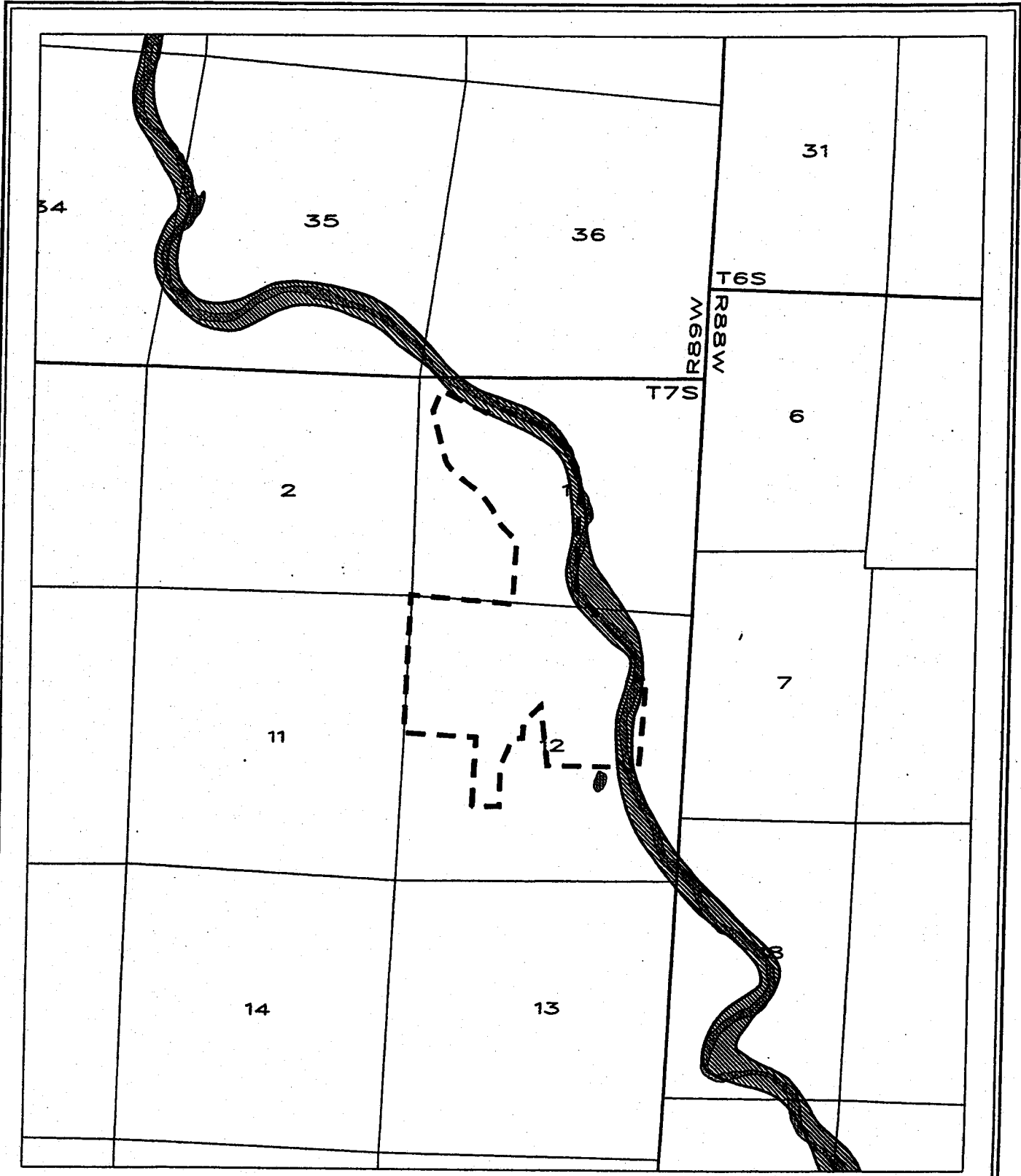


Figure 21. WRIS map showing river otter habitat on and near the Rose Ranch.



WILDLIFE HABITAT: RIVER OTTER, OVERALL RANGE



OVERALL RANGE - An area which encompasses all mapped seasonal activity areas within the observed range of a population of River Otters.



ROSE RANCH BOUNDARY



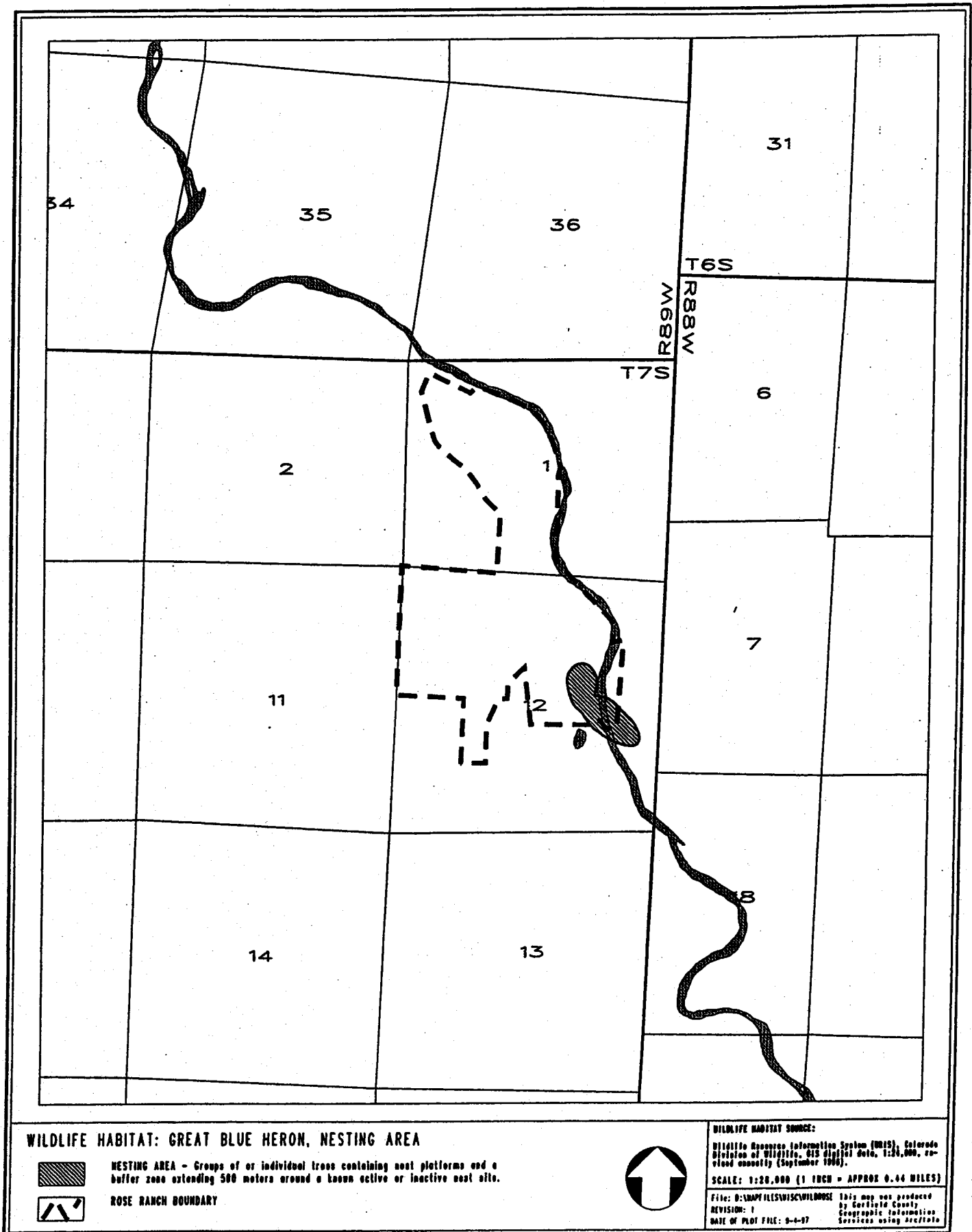
WILDLIFE HABITAT SOURCE:

Wildlife Habitat Information System (WHIS), Colorado Division of Wildlife, GIS digital data, 1:50,000, revised annually (September 1998).

SCALE: 1:20,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MAPFILES\WILDLIFE\ROSE This map was produced by Garfield County Geographic Information Services using ArcInfo.
REVISION: 1
DATE OF PLOT FILE: 9-4-97

Figure 22. WRIS map showing a great blue heron nesting area on the Rose Ranch.



WILDLIFE HABITAT: GREAT BLUE HERON, NESTING AREA



NESTING AREA - Groups of or individual trees containing nest platforms and a buffer zone extending 500 meters around a known active or inactive nest site.



ROSE RANCH BOUNDARY



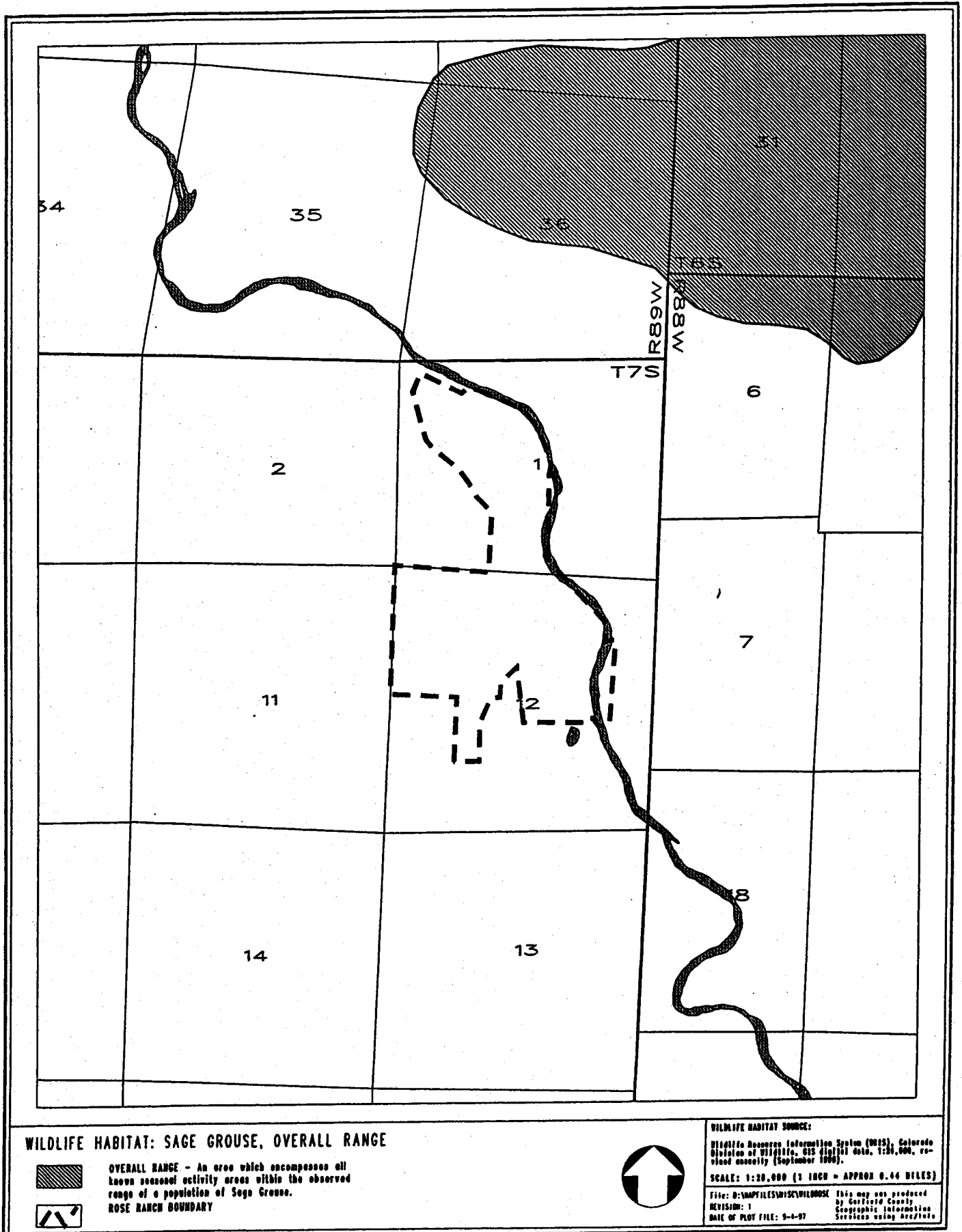
WILDLIFE HABITAT SOURCE:

Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:25,000, revised annually (September 1996).

SCALE: 1:25,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MAPFILES\WILDLIFE\ROSE This map was produced by Garfield County Geographic Information Services using ArcInfo
 REVISION: 1
 DATE OF PLOT FILE: 9-4-97

Figure 23. WRIS map showing sage grouse habitat near the Rose Ranch.



WILDLIFE HABITAT: SAGE GROUSE, OVERALL RANGE



OVERALL RANGE - An area which encompasses all known seasonal activity areas within the observed range of a population of Sage Grouse.



ROSE RANCH BOUNDARY



WILDLIFE HABITAT SOURCE:

Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:25,000, revised annually (September 1990).

SCALE: 1:20,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MAPFILES\WIS\WILDRISC This map was produced by Garfield County Geographic Information Services using Arc/INFO
 REVISION: 1
 DATE OF PLOT FILE: 9-4-97

Figure 25. WRIS map showing a prairie falcon nest site near the Rose Ranch.

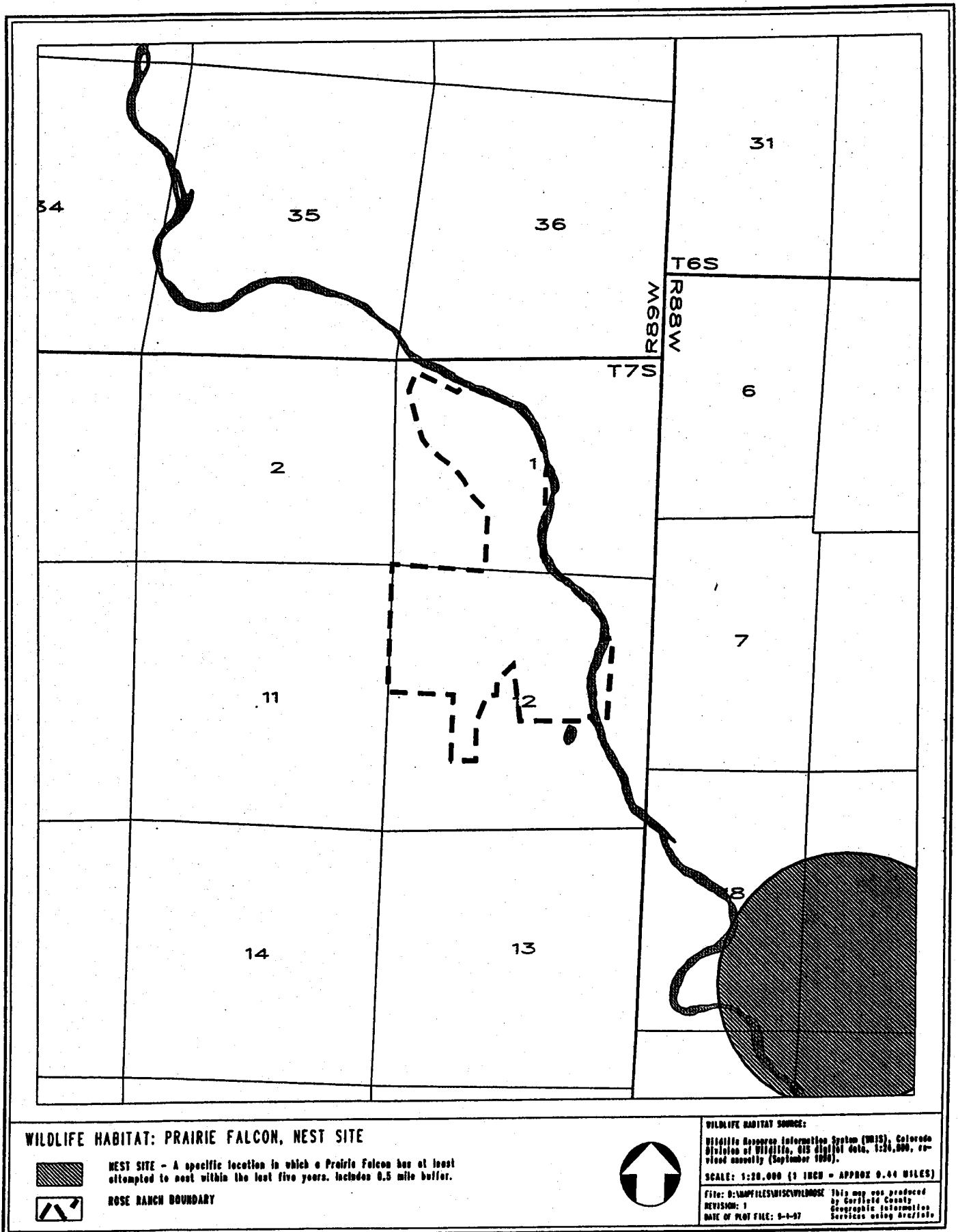
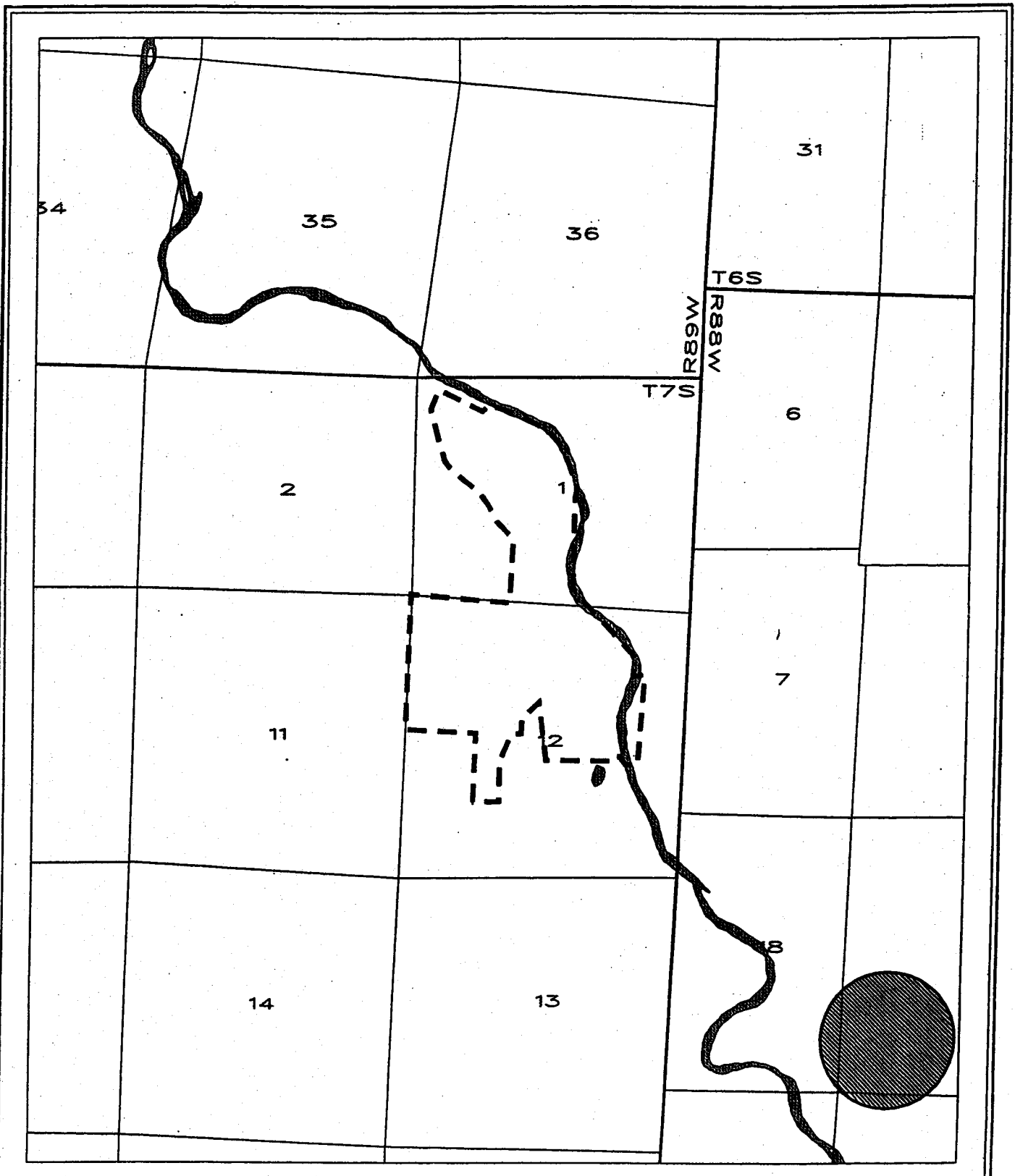


Figure 24. WRIS map showing a red-tailed hawk nest site near the Rose Ranch.



WILDLIFE HABITAT: RED-TAILED HAWK, NEST SITE



NEST SITE - A specific location in which a Red-Tailed Hawk has at least attempted to nest within the last five years. Includes 0.5 mile buffer.



ROSE RANCH BOUNDARY



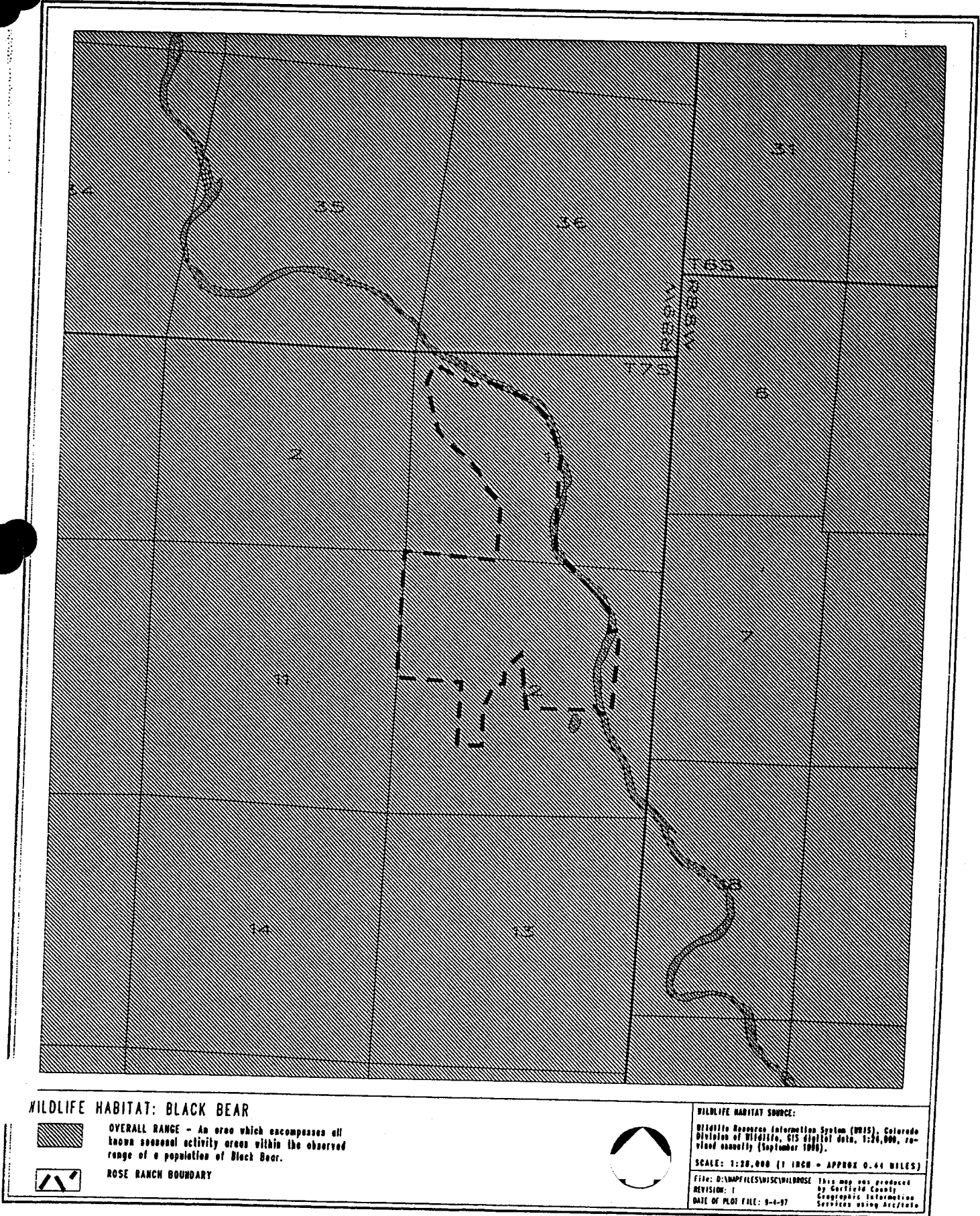
WILDLIFE HABITAT SOURCE:

Wildlife Resource Information System (WRIS), Colorado Division of Wildlife, GIS digital data, 1:25,000, revised annually (September 1996).

SCALE: 1:25,000 (1 INCH = APPROX 0.44 MILES)

File: D:\MPFILES\MISC\WILDMOUSE This map was produced by Garfield County Geographic Information Services using Arc/Info
REVISION: 1
DATE OF PLOT FILE: 9-4-97

Figure 26. WRIS map showing black bear habitat on and near the Rose Ranch.



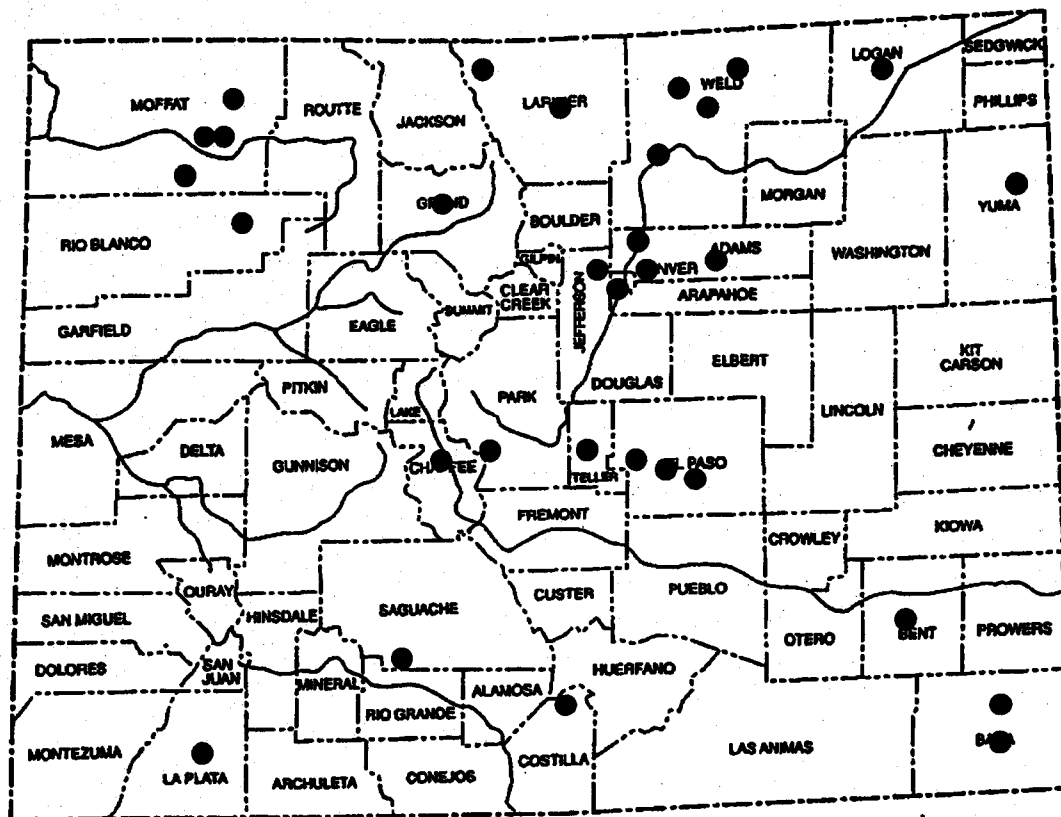


Fig. 27. Black-footed ferret specimens from Colorado (●). Source: Facsimile from Terry Ireland, Division of Ecological Services, U.S. Fish and Wildlife Service, Grand Junction, Colorado.

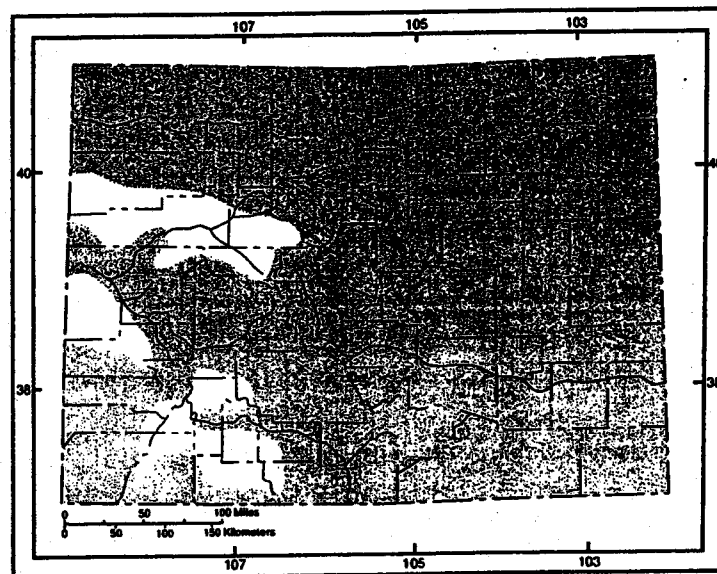


Fig. 28. Historic distribution (shaded area) of the black-footed ferret in Colorado (Fitzgerald et al. 1994:344).

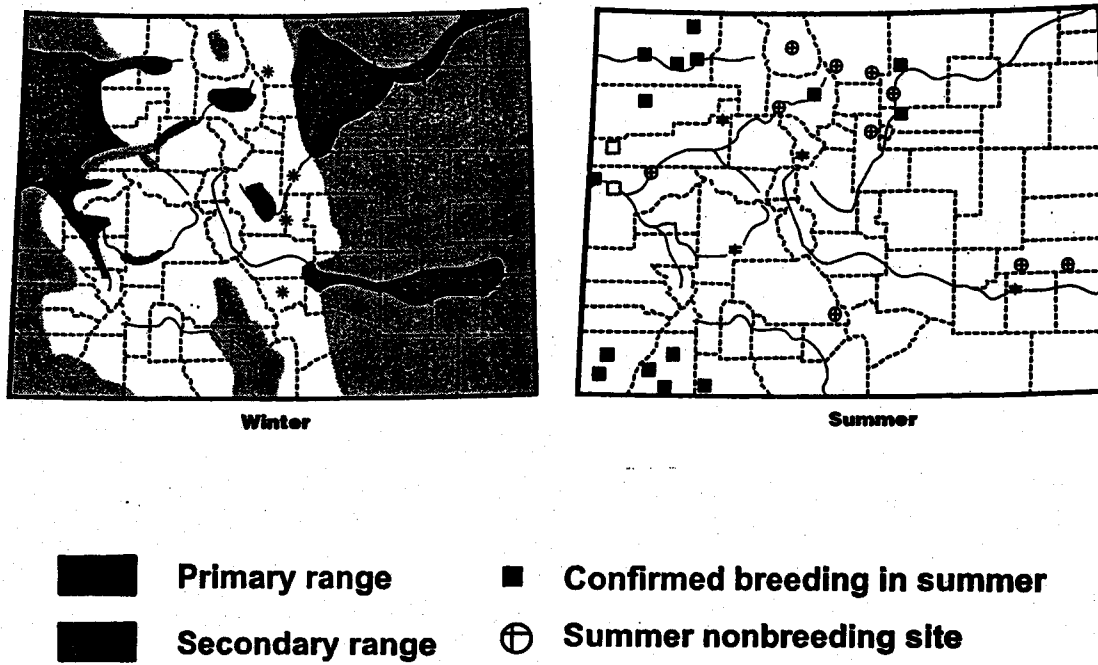
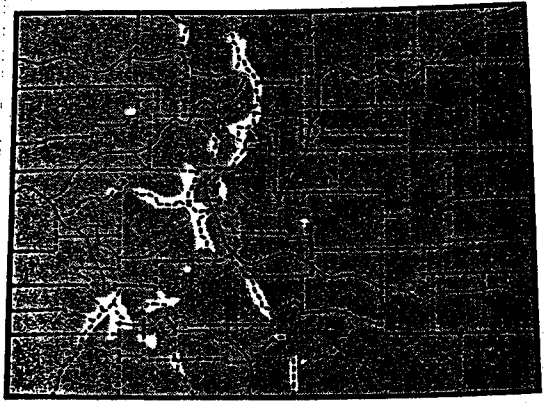
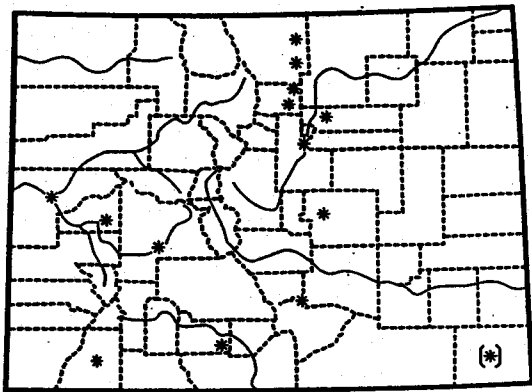


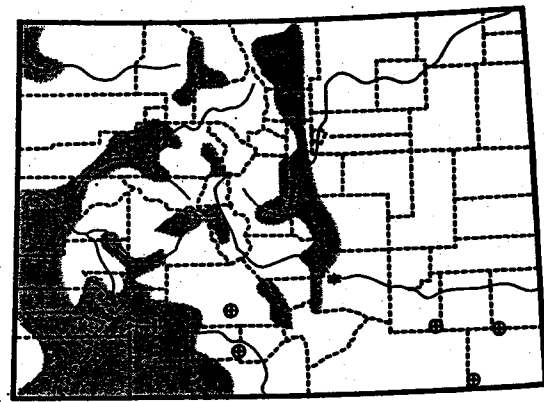
Fig. 29. Bald eagle winter and summer range in Colorado (Andrews and Righter 1992:68)



Migration



Winter



Summer

■ Migration and summer habitat
* Winter sightings

Figure 30. Peregrine falcon winter, summer, and migration habitat in Colorado (Andrews and Righter 1992:85).

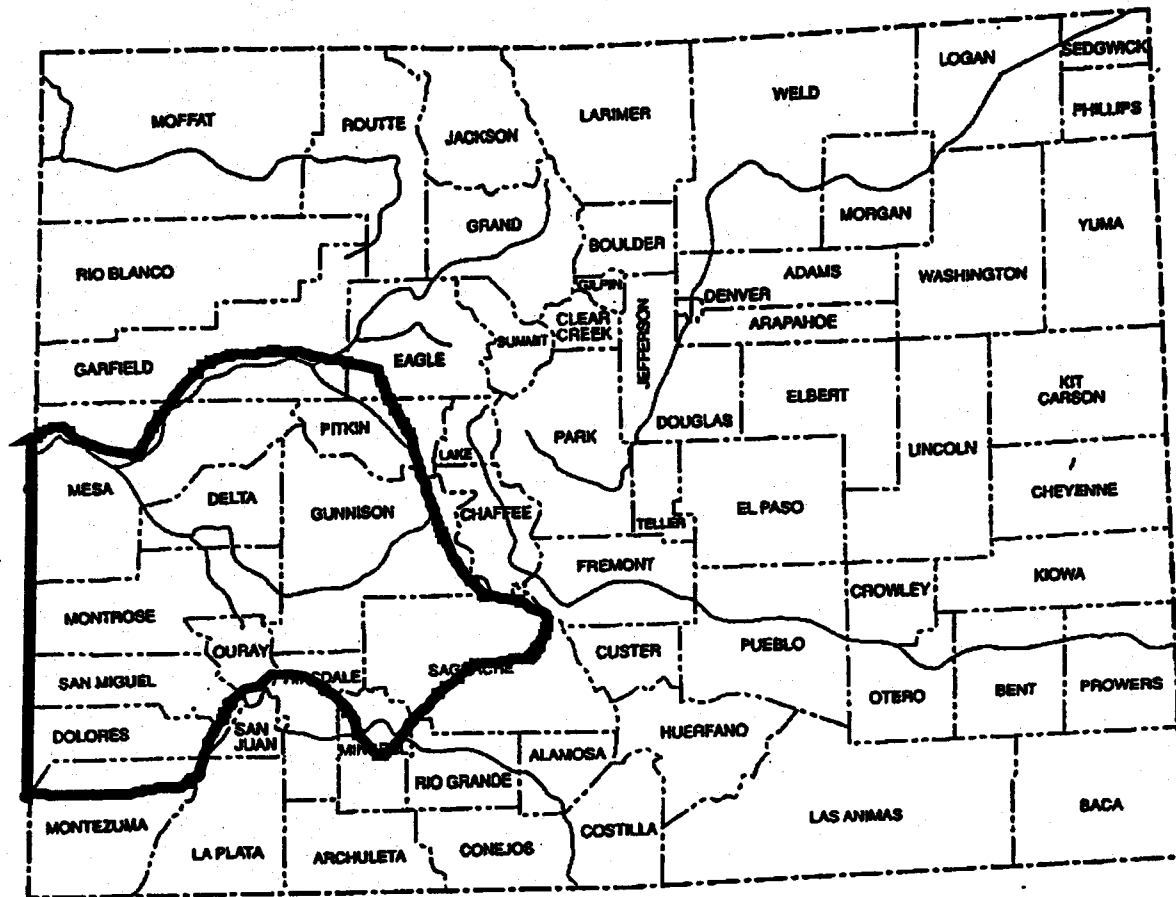


Figure 31. Approximate range of the Gunnison Sage Grouse in Colorado ().
Source: Redrawn map obtained from Terry Ireland, Division of Ecological Services, U.S. Fish and Wildlife Service, Grand Junction, Colorado.

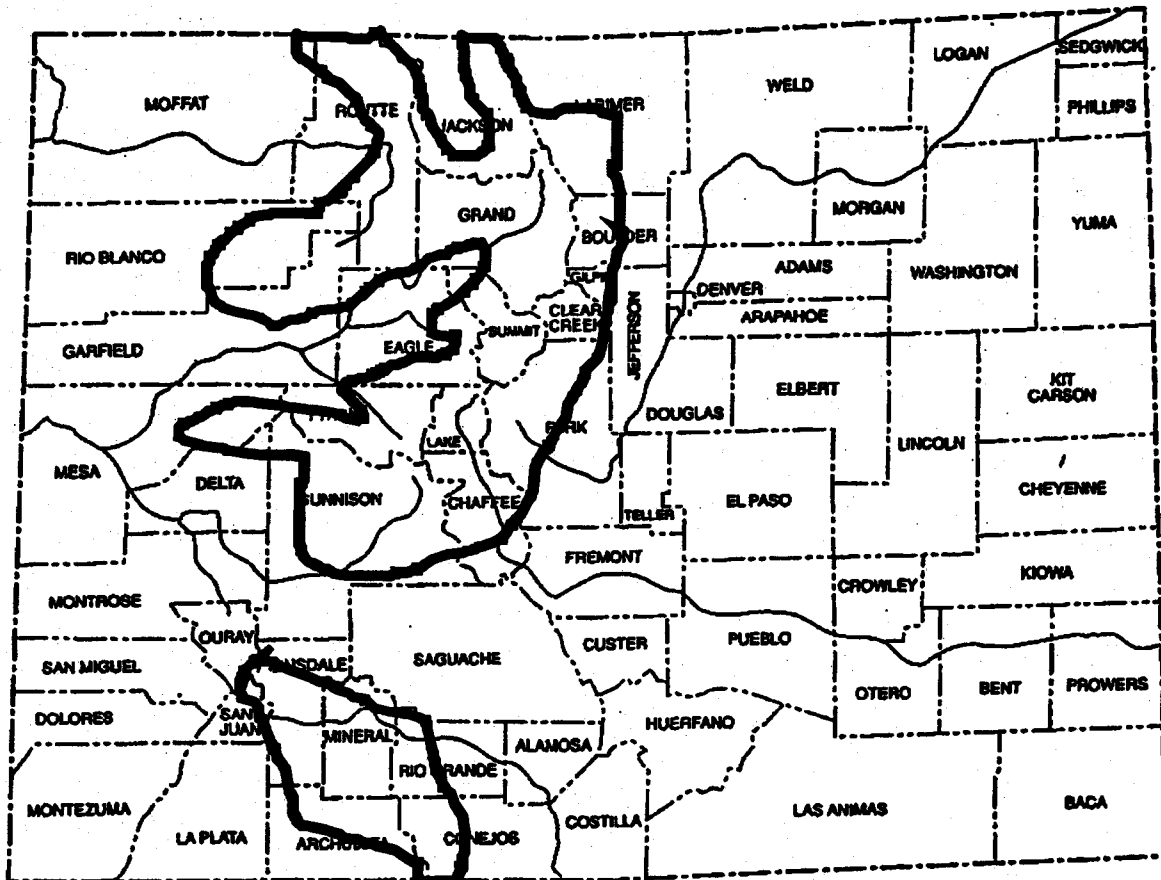


Figure 32. Approximate range of the boreal toad in Colorado (—).
 Source: Redrawn map obtained from Terry Ireland, Division of
 Ecological Services, U.S. Fish and Wildlife Service, Grand Junction,
 Colorado.

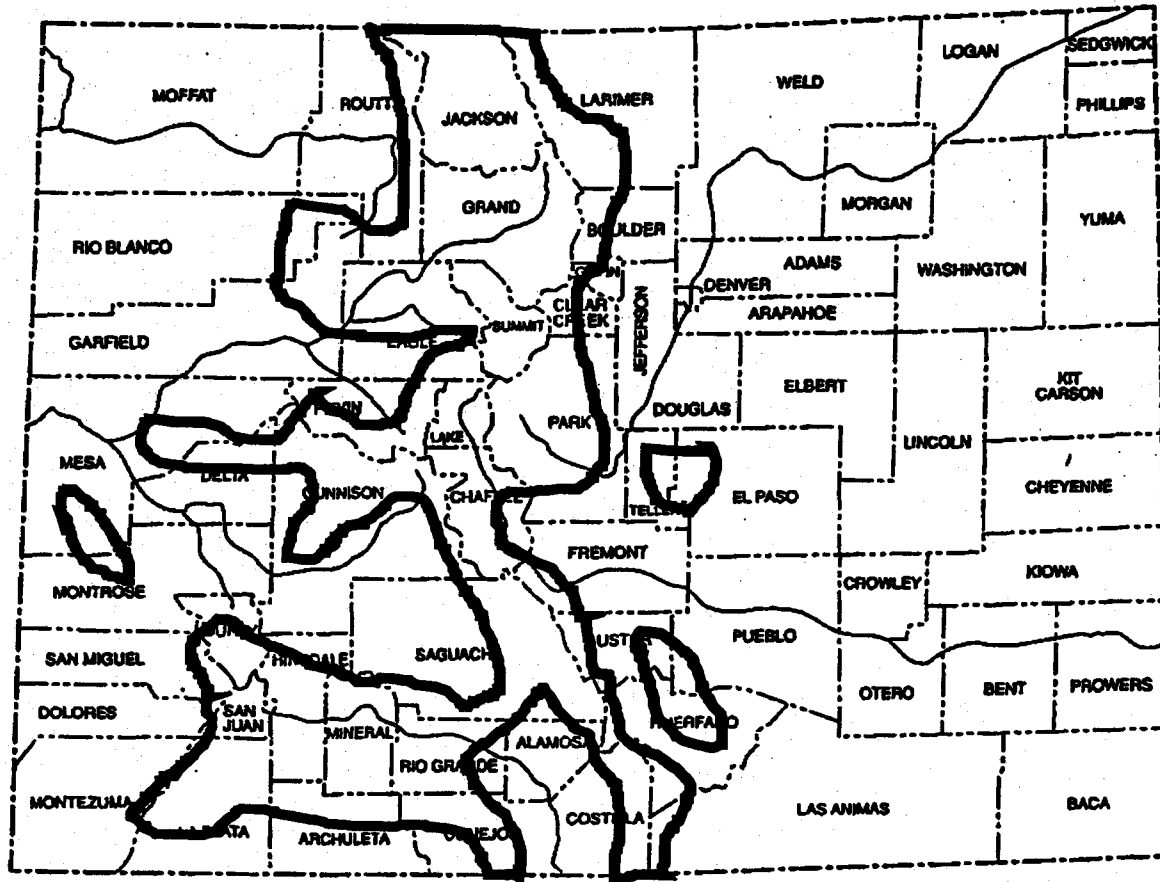


Figure 33. Areas of suitable habitat in Colorado for the lynx ().
Source: Redrawn map obtained from Terry Ireland, Division of Ecological Services, U.S. Fish and Wildlife Service, Grand Junction, Colorado.

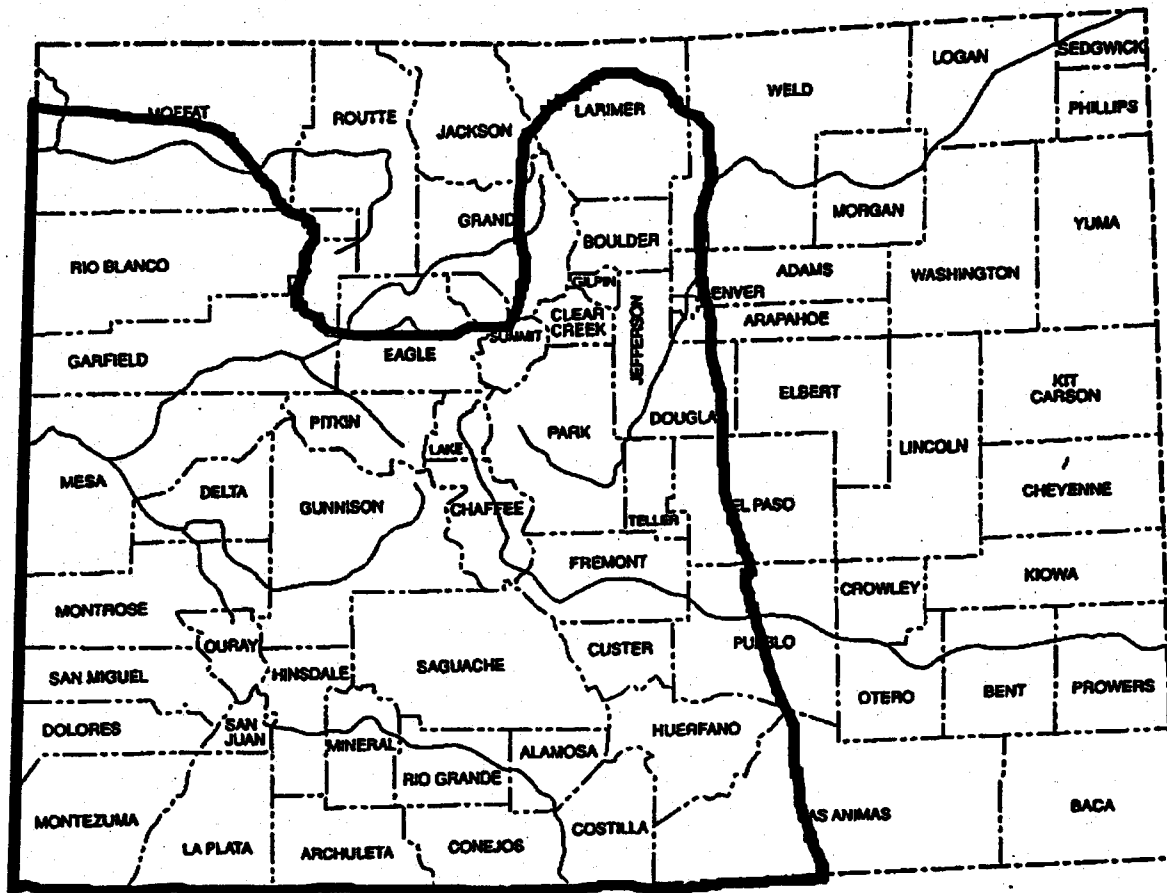


Figure 34. General range of the Mexican spotted owl in Colorado (—).
Source: Redrawn map obtained from Terry Ireland, Division of
Ecological Services, U.S. Fish and Wildlife Service, Grand Junction,
Colorado.

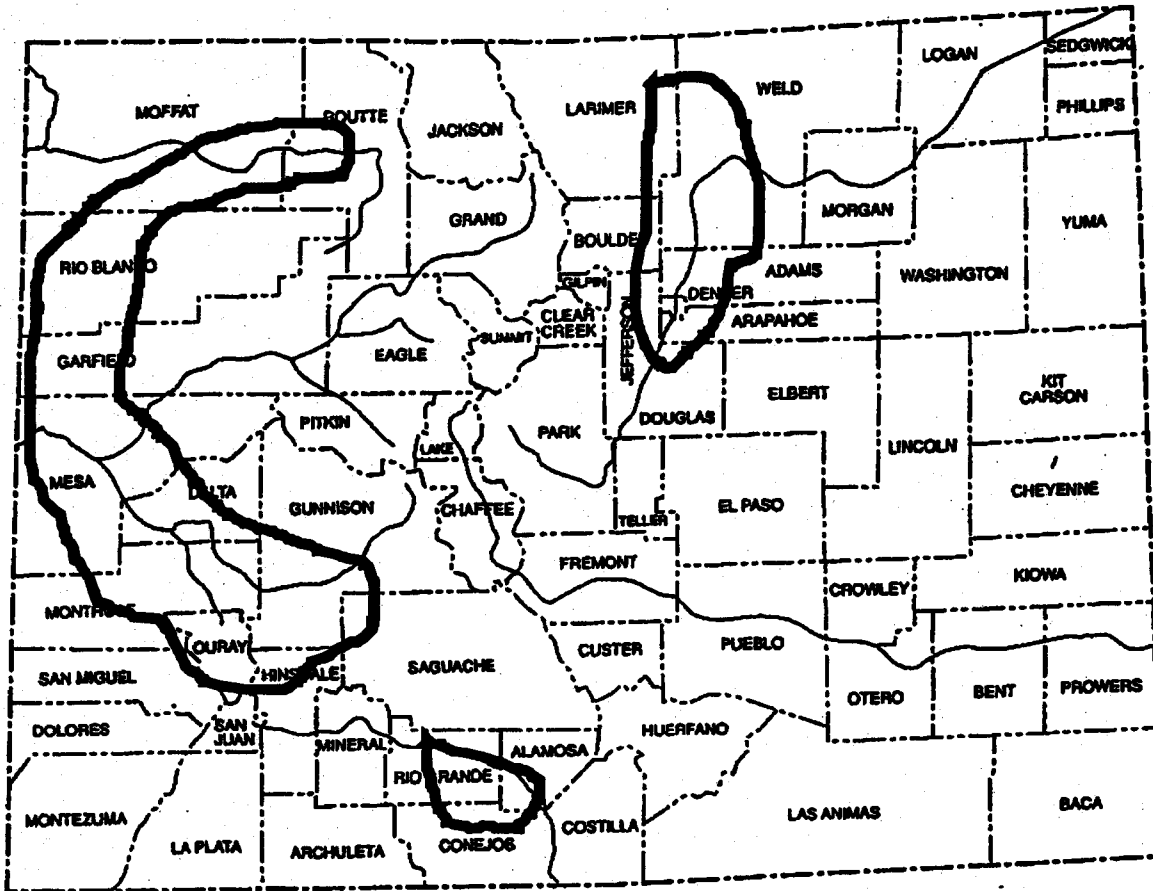


Figure 35. Areas of fairly common migrational sightings of whooping cranes in Colorado (—). Source: Redrawn map obtained from Terry Ireland, Division of Ecological Services, U.S. Fish and Wildlife Service, Grand Junction, Colorado.

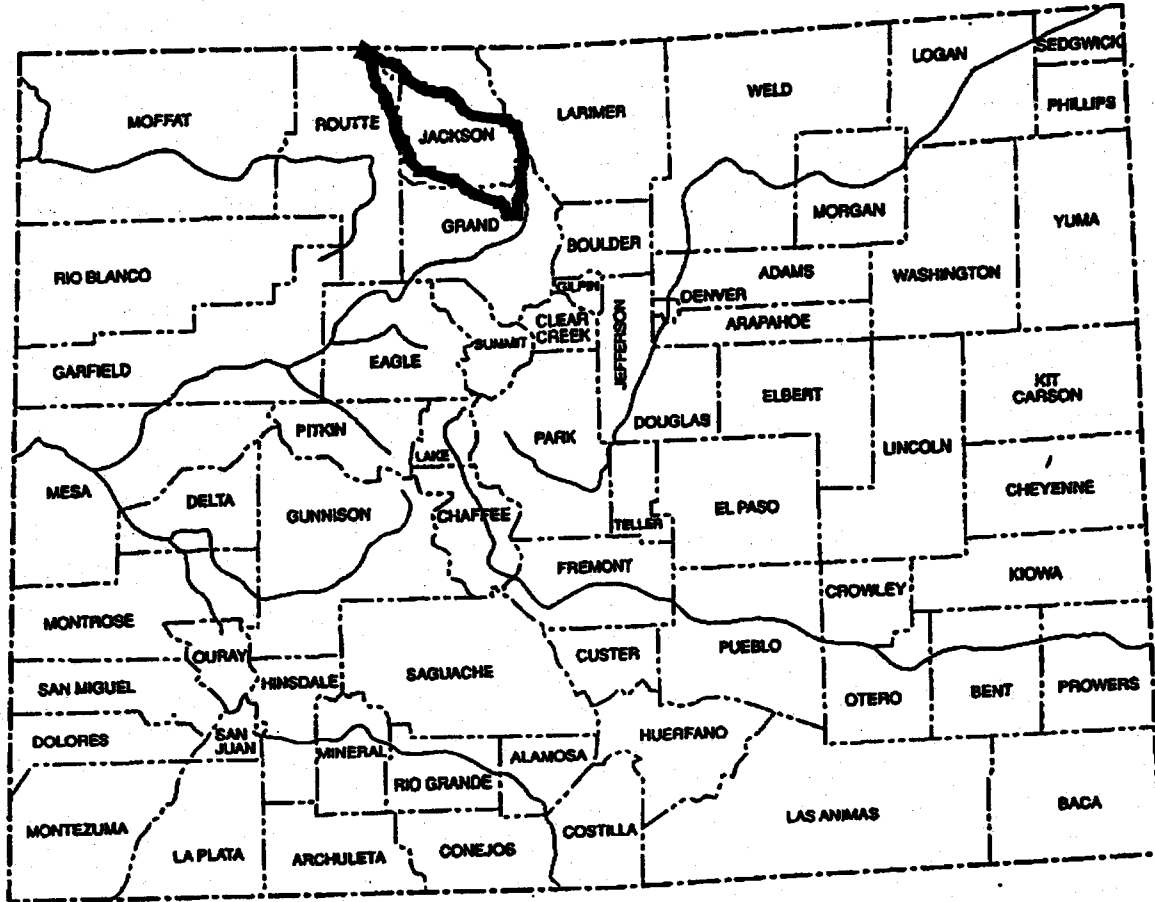


Figure 36. Documented general habitat area of the wood frog in Colorado (■).
Source: Hammerson (1986:42).

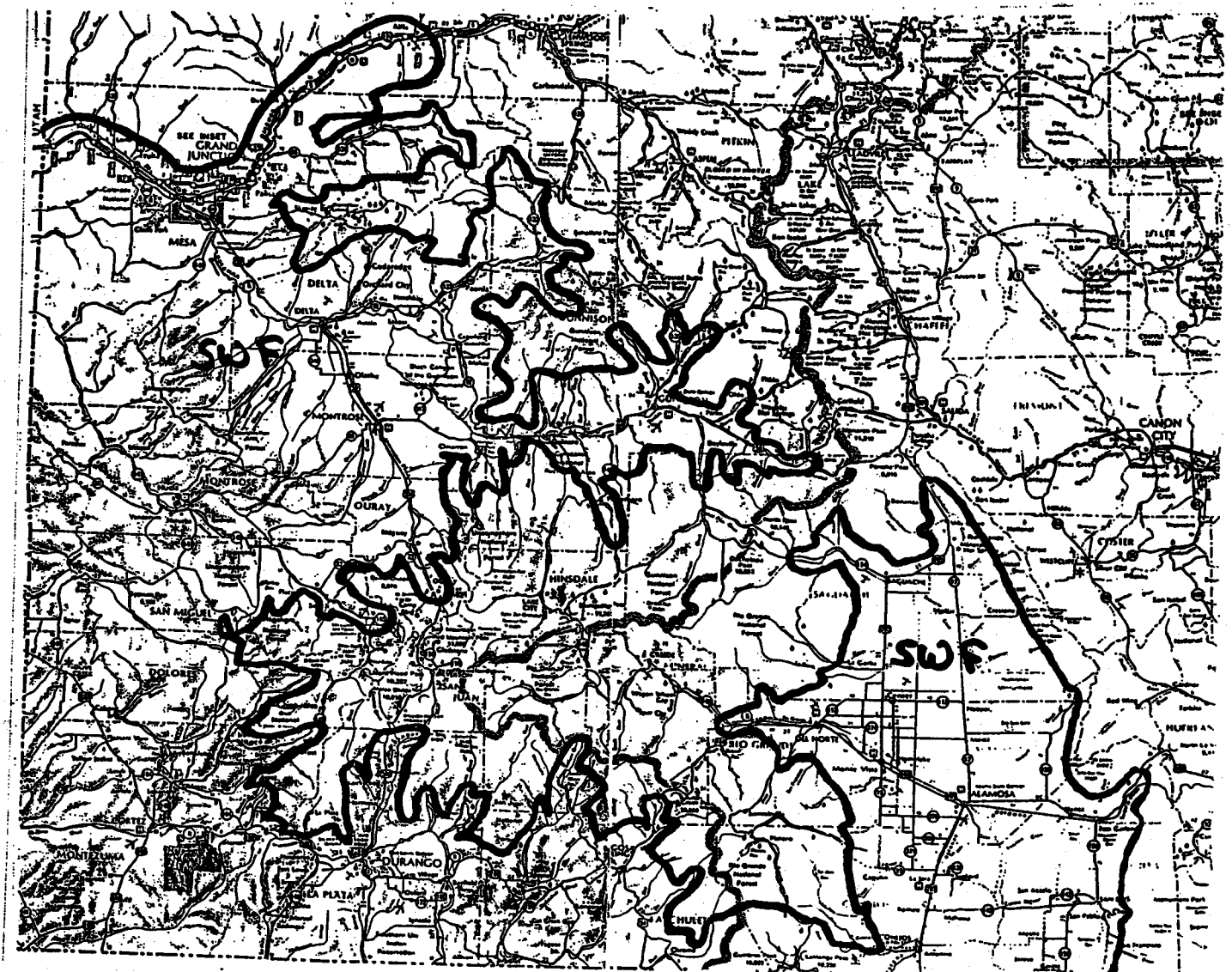


Figure 37. Approximate range of the southwestern willow flycatcher in Colorado (—). Source: Map obtained from Terry Ireland, Division of Ecological Services, U.S. Fish and Wildlife Service, Grand Junction, Colorado.

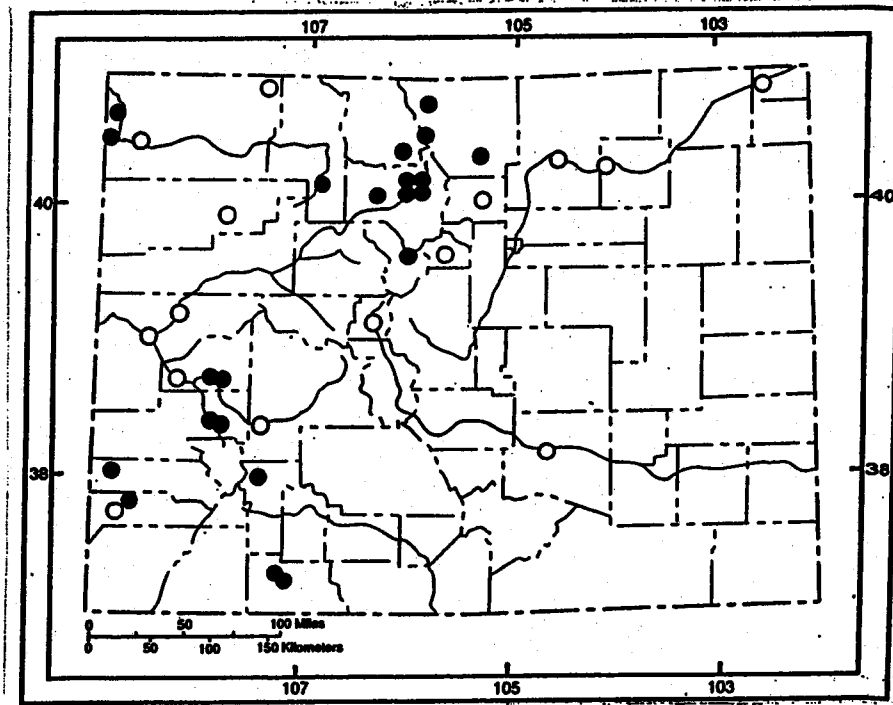


Figure 38. Distribution of the river otter in Colorado. Open circles represent historic records of occurrence. Solid circles represent restored populations. Source: Fitzgerald et al. (1994:363).

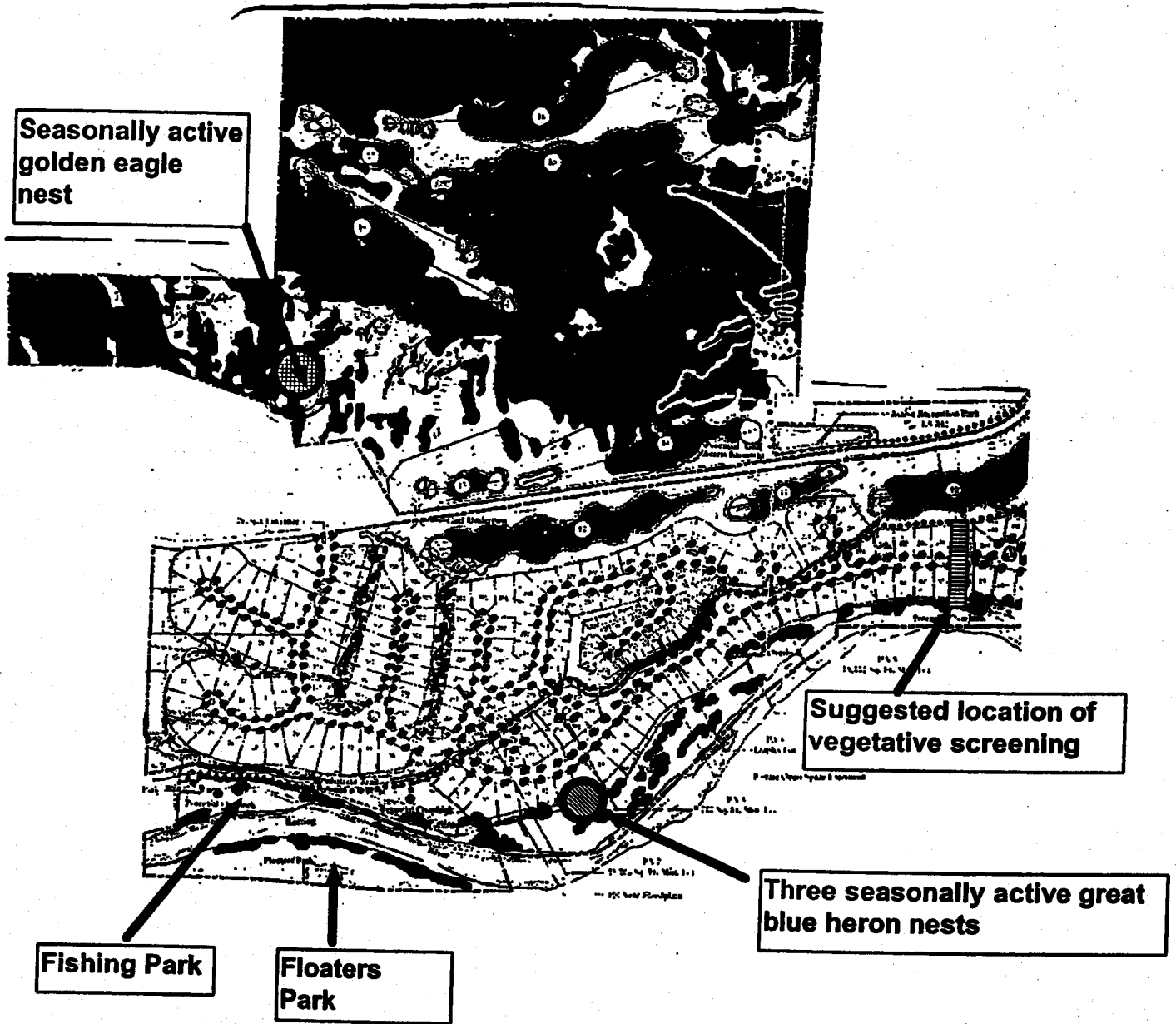


Fig. 39. Portion of the Rose Ranch PUD highlighting locations relevant to wildlife issues.

Figure 40. Background of report preparer.

KIRK H. BEATTIE
BEATTIE NATURAL RESOURCES CONSULTING, INC.

ADDRESS

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 Mobile: 970-209-2263

EDUCATION

Ph.D.	Wildlife Management	Virginia Polytechnic Institute, 1979
M.S.	Wildlife Ecology	Mississippi State University, 1976
B.S.	Wildlife Biology	Colorado State University, 1974

CONSULTING SERVICES

- | | |
|--|------------------------------------|
| ■ Wildlife management | ■ Trout stream management |
| ■ Natural resource inventories | ■ Pond weed control |
| ■ Land development impacts on wildlife | ■ Pond fish management |
| ■ Forestry management | ■ Revegetation |
| ■ Water rights investigations | ■ Establishing hunting enterprises |
| ■ Wildlife mitigation | ■ Wildlife law enforcement |
| ■ Biological assessments | ■ Wildlife nest structures |
| ■ Governmental liaison | ■ Wetland management |
| ■ Environmental permit applications | ■ Wildlife food plots |

NATURAL RESOURCES WORK HISTORY

President, Beattie Natural Resources Consulting, Inc.	1996 - present
Independent Consultant	1988 -1995
Professor of Environmental Law Enforcement and Wildlife Management, University of Wisconsin-Stevens Point	1990 -1995
Associate Professor -- University of Wisconsin-Stevens Point	1985 -1990
Assistant Professor -- University of Wisconsin-Stevens Point	1979 -1985
Biologist Aid -- U.S. Fish and Wildlife Service	1976

PROFESSIONAL ACTIVITIES

- Current or previous member of 23 professional organizations
- Author of 86 popular and technical publications
- Presentations at 38 popular and professional meetings
- Organized local, state, national, and international conferences
- Technical Editor, proceedings of 1 regional and 2 international meetings
- Leadership positions in professional societies
- Recipient of 53 research, development, and training grants

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Michael Fillion
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970-245-0242

Rex Walker, President
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303-442-0258

Michael Finnesy
Okroy Family Farms
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Plover, WI 54467
715-344-4910

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
Counsel of record ~~Water~~
~~Referee~~ ~~Div. Engineer~~ and
~~State Engineer~~ Date 12-03-97
[Signature]
Deputy Clerk, Water Div. No. 5
Balcomb Leavenworth
Patrick

BY THE REFEREE:

[Signature]
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:

[Signature]
Water Judge

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)	Active Storage (cfs)	Dead Storage (cfs)	Surface Area (ac)	Prom. Elev. (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 (DS)	Surface Area (SA)	Normal Depth (ND)
<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 Owned by App.	Amount Changed and Dedicated to App. Plan	Appropriation Date	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	Appropriation Date	Parcel 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) Woford 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 Woford 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.

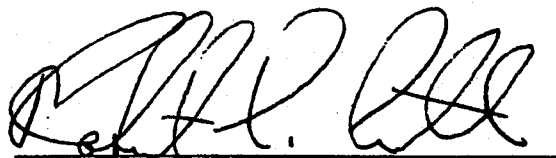
Dated: February 25, 1999

Copy of the foregoing mailed to all
Counsel of record, Water
Referee, Div. Engineer and
State Engineer - Date 2.25.99
DM

Deputy Clerk, Water Div. No. 5

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

BY THE REFEREE:

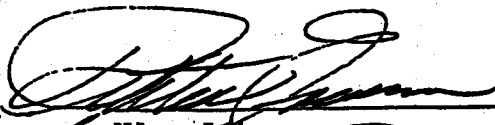


Water Referee, Water Division No. 5

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.cln.wpd

the foregoing mailed to all
of record, Water
Div. Engineer and
State Engineer Date 3-20-99
DM

City Clerk, Water Div. No. 5

Olszewski	Haupt
Petre	Ryman
Kriz	Fitzwater
Waltsak	White
Pifher	Smith
Davis	Fleming
Schenk	

Table 1
Rose Ranch PUD - Water Use

Water Demand Inputs

EGR's		Residential & Parks		Irrigated Area Summary	
\$ persons/residence	550.0	Application Efficiency	65.0 acres	Potable System "outside"	6.3 Acres
# gallons/person/day	3.0 cap/EGR	Crop Irrig reqmnt (CIR)	70%	Residential/Parks Raw	65.0 Acres
Percent Consumed	100 gpd	Crop Irrig reqmnt (CIR)	2.13 ft	Golf Course Raw Water	130.0 Acres
Lawn Irrigation	5% 500 sq-ft/EGR	Annual Net Evaporation	15.00 acres	Total	201.3 Acres
Application Efficiency	70%				
Crop Irrig reqmnt (CIR)	2.13 ft				

Water Use Calculations

	(1) Potable System In-house (ac-ft)	(2) Potable System Outside (ac-ft)	(3) Residential Raw Water (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 (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	0.0	1.8	12.7	0.21
April	15.2	0.8	8.7	16.7	3.8	45.3	0.8	0.8	0.6	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	84.5	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	46.8	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

Zarconville & 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

(A) Posy Pump & Pipeline avg _____ cfs _____ Ac-Ft
 (B) Robertson Ditch Rose. Enl. avg _____ cfs _____ Ac-Ft

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

(4) Irrigation Water Right Diversions

(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

2/5/99
TZ

- (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
 Robertson Ditch water rights [9B+22.4]-156.4 _____ Acres
 (156.4 from other water rights = 134 ac Glenwood Ditch + ^v 22.4 Robertson Ditch from
 WBGC; ^v 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 _____

2/5/99

**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)
- (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: _____ Ac-Ft
 Notes:

By _____ Date _____

2/5/99

1998

SHEET NO. 1

Direct Flow Diversions Annual Summary

ROSE RANCH WATER USE ACCOUNTING SHEET

YEAR: _____

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, GC=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 Eng. Pump & Pipeline.

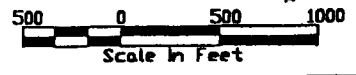


 Historically Irrigated Area 97.8 ac.

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
DRAWN BY: CM	CHECKED BY: TAZ	APP'D BY: CM
PLAN NO. and/or \47108\year1.dwg		



ZANCANELLA AND ASSOCIATES, INC.
ENGINEERING CONSULTANTS
POST OFFICE BOX 1809 - 1005 COOPER AVENUE
BLENDWOOD SPRINGS, COLORADO 81802 (303) 848-9700

PROJECT: 87408

Table 3

Rose Ranch Consumptive Use Summary

Consumptive Demands Ac-Ft					Replacement Credits In Ac-Ft					Excess Credits						
Month	House	Out side*	Res & Park trng	Golf Course trng	Pond Evap	Demand Total	Rose Ranch In Robertson Ditch	WBGCC In Robertson Ditch	Glenwood Ditch	WDWCD	Supply Total	Aug. Neg. water to be released to river	Supply vs. Demand Excess	After uses (1) + (2) - (3) - (5)	After use (4) Applying WBGCC Robertson 1st	Total
	(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		0.0			
Feb	0.7	0.0	0.0	0.0	0.2	0.9				0.90	0.9		0.0			
Mar	0.8	0.0	0.0	10.0	1.8	12.6				12.60	12.6		0.0			
Apr	0.8	0.6	6.1	11.7	3.8	23.0				23.00	23.0		0.0			
May	0.8	2.5	25.8	52.0	5.1	86.2	36.9	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	46.2	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	136.3	297.6	36.3	496.9	198.9	66.4	276.9	51.1	593.3	20.0	76.4	17.4	59.0	76.4

DISTRICT COURT, WATER DIVISION 5, COLORADO

Case No. 00CW019

FINDINGS OF FACT, RULING OF REFEREE, AND JUDGMENT AND DECREE OF WATER COURT

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

This matter came before the Court upon the Application for Alternate Points of Diversion and to Divert a Surface Water Right at Wells of Roaring Fork Investments, LLC.

The Water Judge referred the Application to the undersigned as Water Referee for Water Division No. 5, State of Colorado, in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as the Water Rights Determination and Administration Act of 1969.

The undersigned 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. The Referee hereby makes the following determination and ruling as the Referee in this matter.

I. FINDINGS OF FACT

1. Applicant filed an Application for Alternate Points of Diversion and to Divert a Surface Water Right at Wells on February 28, 2000.
2. The Application was properly published in the resume for Water Division No. 5. All notices required by law have been made, and the Court has jurisdiction over the Application and over all of the parties in this case.
3. Twin Lakes Reservoir and Canal Company, Westbank Ranch Homeowners Association, and Westbank Mesa Homeowners Association each filed a timely Statement of Opposition to the Application. No other statements of opposition were filed, and the time for filing such statements has expired. The Objectors have consented to entry of this decree, as is evidenced by the stipulations on file with the Court.

4. Decreed name of structure(s) for which change is sought:

Posy Pump and Pipeline
Robertson Ditch, Rose Enlargement

5. From previous Decree:

A. Date Entered: 2/25/99
Case No.: 97CW236
Court: District Court, Water Division 5

- B. Decreed point of diversion:

Posy Pump and Pipeline: 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.

Robertson Ditch, Rose Enlargement: 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)

C. Source: Roaring Fork River for both structures

D. Appropriation Date: Posy Pump and Pipeline: May 2, 1997
Robertson Ditch, Rose Enlargement: October 9, 1997

E. Amount: 7.5 cfs, conditional. The 97CW236 decree provides at paragraph 5.B.(6) that no more than a total of 7.5 cfs will be diverted under the two rights at any given time.

F. Historic Use: N/A

6. Proposed change: Applicant requests alternate points of diversion of the said rights as follows:

A. At wells located in the Roaring Fork alluvium as follows: All wells are located in Section 29, Township 7 South, Range 88 West, 6th P.M. in Garfield County.

Case No. 00CW019

Applicant: Roaring Fork Investments, LLC

Findings of Fact, Ruling of Referee, and Judgment and Decree of Water Court

Page 2

00cw19 decree3.wpd

Well No.	Quarter, Quarter Location in Section 29	Distance from North line of Section 29	Distance from East Line of Section 29
1	NE, NE	1268.54	1021.95
2	SW, NE	1849	2064.12
3	SE, NE	2086.54	86.95
4	SE, NE	1808.54	301.95
5	SE, NE	1508.54	486.95
6	NE, NE	1218.54	666.95
7	NE, NE	928.54	966.95
8	NW, NE	774	1284.12
9	SW, NE	1469	1284.12
10	SW, NE	1609	1604.12
11	SW, NE	1739	1839.12
12	NW, NE	879	1619.12
13	SE, NE	1733.54	831.95
14	SE, NE	1873.54	971.95

B. At a surface diversion from the Roaring Fork River located on the West bank of the Roaring Fork River in the NE1/4NE1/4, Section 29, Township 7 South Range 88 West, 6th P.M., at a point whence the NE corner of said Section 29 bears North 53°18' East, a distance of 1,357.4 feet.

A map depicting the locations of the alternate points of diversion is Exhibit A hereto.

7. Well No. 13 has been drilled and constructed approximately 450 feet from the Roaring Fork River. A depletion analysis using the Glover methodology, which, depending upon how the analysis is indicated or interpreted, may suggest a slight lag or delayed pumping effect. Based upon the Glover analysis attached as Exhibit B hereto, Applicant will develop an augmentation release schedule and accounting form, as the Division and State Engineers may require in the administration of this decree and the decree in Case No. 97CW236.

The others wells and the surface diversion have been applied for as additional supply sources. The decreed locations of the other wells are near the Roaring Fork River, ranging from less than 100 feet from the river to 850 feet from the river. A depletion analysis was conducted using the Glover

Case No. 00CW019

Applicant: Roaring Fork Investments, LLC

Findings of Fact, Ruling of Referee, and Judgment and Decree of Water Court

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methodology for a well located 1,000 feet from the river, attached hereto as Exhibit C. The aquifer characteristics at Well No. 13 were assumed. The analysis confirms that the delayed pumping effect, if any, is slight. If any of these wells are constructed in the future, then the Applicant will develop an augmentation schedule acceptable to the Division Engineer. This augmentation schedule will be based upon the Glover analyses attached hereto as Exhibits B (Coreyell Ranch Stream Depletion Analysis - Irrigation Related Impacts Only) and C (Coreyell Ranch Irrigation on Stream Depletion Analysis - Impacts of a well located 1,000 feet from the Roaring Fork River.)

8. The water rights for which alternate points of diversion are requested herein, are "augmented" rights. The terms of the augmentation plan were decreed in Case No. 97CW236 on February 25, 1999. No injury will result, from diversion of these augmented rights, as they are augmented in 97CW236, at the alternate points of diversion sought herein.

9. The appropriative right of exchange approved in Case No. 97CW236 affects the stream reach of the Roaring Fork, the upstream terminus of which is hereby changed in this decree to the alternate points of diversion awarded herein.

II. CONCLUSION OF LAW

1. The foregoing findings of fact are fully incorporated herein.
2. Notice of the Application was properly given. The Court has jurisdiction over the Application and over all persons or entities who had standing to appear, even though they did not do so.
3. The Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969, C.R.S. §§ 37-92-101 through -602.
4. Applicant has fulfilled all legal requirements for a decree for the requested change of water rights, including C.R.S. §§ 38-92-302 and 37-92-305.
5. The change of water rights described herein will not injuriously affect the owner of or persons entitled to use water under a vested water right of a decreed conditional water right.
6. The subject Application is in accordance with Colorado law. Applicant has fulfilled all legal requirements for entry of a decree in this case.

III. JUDGMENT AND DECREE

1. The foregoing findings of fact and conclusions of law are incorporated herein.

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2. The Court hereby approves new points of diversion for the conditional water rights previously decreed to the Posy Pump and Pipeline and Robertson Ditch, Rose Enlargement, at the locations described in Paragraph I.6. above, subject to the following terms and conditions:

- A. No more than 1.77 cfs and 204 acre feet annually of the subject conditional water rights shall be diverted at the alternate points of diversion approved herein. Water diverted at the alternate points of diversion approved herein shall be diverted for domestic, irrigation, commercial and fire protection purposes.
- B. Total diversions under the subject conditional water rights at the alternate points of diversion approved herein shall be limited to the amounts available to said rights in priority at the original decreed points of diversion. Total diversions of the subject conditional water rights at any combination of the points of diversion originally decreed in Case No. 97CW236 and/or the alternate points of diversion approved herein shall not exceed 7.5 cfs at any given time.
- C. Diversions under the subject water rights at the alternate points of diversion approved herein shall cease whenever senior water rights decreed for diversion through the Robertson Ditch are not fully satisfied.
- D. Exercise of the subject conditional water rights at the alternate points of diversion approved herein shall remain subject to all terms and conditions of the decree previously entered in Case No. 97CW236.
- E. Exercise of the subject conditional water rights at the new points of diversion approved herein shall be accounted for in the same manner as that established in the decree in Case No. 97CW236, including specifically, the requirement that Glenwood Ditch credits are not used until all Robertson Ditch credits have been used.

3. The Court hereby approves the changes of the said surface rights to include alternate points of diversion at wells.

4. The wells described in paragraph I.6A will not be operated as alternate points of diversion for the Posy Pump and Pipeline or Robertson Ditch, Rose Enlargement until a well permit is granted for such use. Upon application therefor, the State Engineer shall issue a well permit pursuant to the plan of augmentation decreed in 97CW236, the change of water rights as granted in this proceeding, and C.R.S. § 37-90-137(2).

5. In consideration of the specific findings and conclusions made herein, and in conformance with

Case No. 00CW019

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C.R.S. §37-92-304(6)(1990), as amended, the changes 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 five (5) calendar years after seventy-five percent (75%) buildout of the development described in Case No. 97CW236. At such time as seventy-five percent (75%) buildout of the development has been achieved, Applicant shall send written notice of the same via U.S. Mail to all Objectors at the addresses of record with this court. If no petition for reconsideration is filed within those five (5) years, retention of jurisdiction for this purpose shall automatically expire.

6. Review of determinations made by the Division Engineer or the State Engineer in administration of the subject water rights is a "water matter" which the Water Court may review *de novo* and over which the Water Court has exclusive jurisdiction.

7. Pursuant to C.R.S. § 37-92-305 (8), the State Engineer shall curtail all out of priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

8. The 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 15, following each proceeding irrigation year (Nov. 1 through Nov. 31) summarizing diversions and replacements under this plan.

9. Exercise of the water rights described in paragraphs 4 through 7 inclusive, under this decree, shall be subject to the same terms and conditions of the augmentation plan previously approved in Case No. 97CW237.

10. Water diverted at the alternate points claimed in this application shall be used to satisfy the project's potable demands only as those potable demands are described in the decree in Case No. 97CW236.

11. No change is contemplated in the accounting structures established in the decree in Case No. 97CW236, including specifically the requirement that Glenwood Ditch credits are not used until all Robertson Ditch credits have been used.

12. Total diversions made pursuant to the Posy Pump and Pipeline and the Robertson Ditch Rose Enlargement at all authorized points of diversion shall not exceed 7.5 cfs at any given time.

13. The period of retained jurisdiction provided in the decree in 97CW236 shall not be changed by the entry of this decree.

Case No. 00CW019

Applicant: Roaring Fork Investments, LLC

Findings of Fact, Ruling of Referee, and Judgment and Decree of Water Court

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14. The Applicant shall report its diversions pursuant to this Decree to the Division Engineer on a reasonable periodic basis as required by the Division Engineer. Applicant shall differentiate between diversions approved by this decree and those approved pursuant to other decrees also awarding the right to divert at the same points of diversion described here-in.

It is accordingly ordered that this ruling of the Referee and judgment and decree shall be filed with the Water Clerk and shall become effective upon such filing, subject to judicial review pursuant to C.R.S. § 37-92-304, as amended.

It is further ordered that a copy of this ruling of the Referee and judgment and decree shall be filed with the State Engineer and the Division Engineer for Water Division No. 5.

Done at the City of Glenwood Springs, Colorado, this 6th day of November, 2000.

Copy of the foregoing mailed to all
Counsel of record, Water
Referee, Div. Engineer and
State Engineer. Date 11/9/00
Space

Deputy Clerk, Water Div. No. 5
Balcomb
Haupt
Fleming
Hamilton

BY THE REFEREE:

Daniel B. Petre
Daniel B. Petre, Water Referee
Water Division No. 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.

Done this 4th day of December, 2000.

Copy of the foregoing mailed to all
Counsel of record, Water
Referee, Div. Engineer and
State Engineer. Date 12/5/00
Space

Deputy Clerk, Water Div. No. 5
Balcomb
Haupt
Fleming
Hamilton

BY THE COURT:

Thomas W. Ossola
Thomas W. Ossola, Water Judge

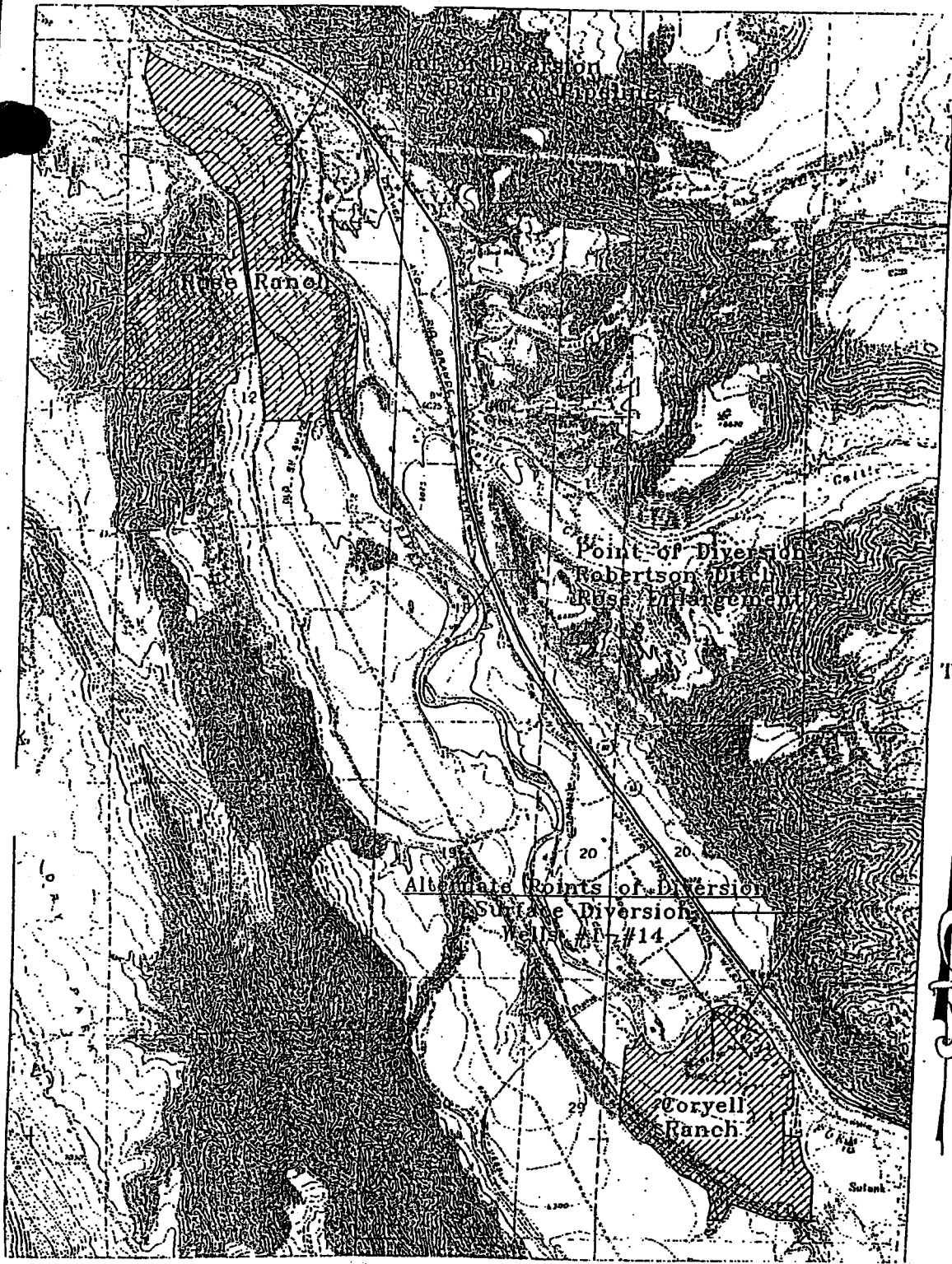
Case No. 00CW019

Applicant: Roaring Fork Investments, LLC

Findings of Fact, Ruling of Referee, and Judgment and Decree of Water Court

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Scale in Feet

ROSE RANCH-CORRYELL RANCH WATER RIGHTS

ROSE RANCH

FIGURE NO.

1

SCALE: 1" = 2000'	DATE: March 22, 2000	SHEET: 1 OF 1
CHKD BY: BCP	APPD BY: TAZ	PLAN NO.: RoseCoryRights

ZANCANELLA AND ASSOCIATES, INC.
ENGINEERING CONSULTANTS
POST OFFICE BOX 1908 - 1005 COOPER AVENUE
GLENWOOD SPRINGS, COLORADO 81602 (970) 943-3700

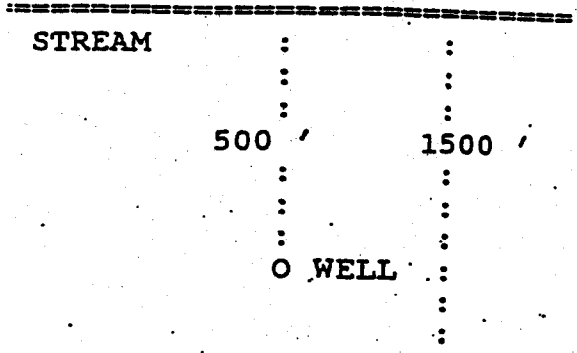
PROJECT: 97489

EXHIBIT A

 STREAM DEPLETION USING GLOVER TECHNIQUES

Coreyell Ranch Stream Depletion Analysis
 Irrigation Related Impacts Only
 MAY 25, 1999

Coreyell Ranch Well #13



//////////NO FLOW//////////
 7000 GPD/FT, S= .15
 LAWN TO SCALE

PUMPING SCHEDULE
 TOTAL TIME SIMULATED= 120 MONTHS

PUMPING PERIOD	Q (GPM)	LENGTH (MONTHS)	CUM. TIME (MONTHS)	VOL. PUMPED THIS PERIOD (ACRE-FEET)	CUM. VOL. PUMPED (ACRE-FEET)
1	0.000	1	1	0.000	0.000
2	0.000	1	2	0.000	0.000
3	0.000	1	3	0.000	0.000
4	0.200	1	4	0.027	0.027
5	3.030	1	5	0.407	0.434
6	4.140	1	6	0.556	0.991
7	3.730	1	7	0.501	1.492
8	2.350	1	8	0.316	1.808
9	2.080	1	9	0.280	2.087
10	0.450	1	10	0.060	2.148
11	0.000	1	11	0.000	2.148
12	0.000	1	12	0.000	2.148
13	0.000	1	13	0.000	2.148
14	0.000	1	14	0.000	2.148
	0.000	1	15	0.000	2.148
	0.200	1	16	0.027	2.175

EXHIBIT B

19	4.140	1	18	0.556	2.532
20	3.730	1	19	0.501	3.136
21	2.350	1	20	0.316	3.639
22	2.080	1	21	0.280	3.955
23	0.450	1	22	0.060	4.235
4	0.000	1	23	0.000	4.295
25	0.000	1	24	0.000	4.295
26	0.000	1	25	0.000	4.295
27	0.000	1	26	0.000	4.295
28	0.200	1	27	0.000	4.295
29	3.030	1	28	0.027	4.295
30	4.140	1	29	0.407	4.322
31	3.730	1	30	0.556	4.729
32	2.350	1	31	0.501	5.286
33	2.080	1	32	0.316	5.787
34	0.450	1	33	0.280	6.103
35	0.000	1	34	0.060	6.383
36	0.000	1	35	0.000	6.443
37	0.000	1	36	0.000	6.443
38	0.000	1	37	0.000	6.443
39	0.000	1	38	0.000	6.443
40	0.200	1	39	0.000	6.443
41	3.030	1	40	0.027	6.443
42	4.140	1	41	0.027	6.470
43	3.730	1	42	0.407	6.877
44	2.350	1	43	0.556	7.434
45	2.080	1	44	0.501	7.935
46	0.450	1	45	0.316	8.251
47	0.000	1	46	0.280	8.530
48	0.000	1	47	0.060	8.591
	0.000	1	48	0.000	8.591
	0.000	1	49	0.000	8.591
1	0.000	1	50	0.000	8.591
52	0.200	1	51	0.000	8.591
53	3.030	1	52	0.027	8.591
54	4.140	1	53	0.027	8.618
55	3.730	1	54	0.407	9.025
56	2.350	1	55	0.556	9.581
57	2.080	1	56	0.501	10.082
58	0.450	1	57	0.316	10.398
59	0.000	1	58	0.280	10.678
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62	0.000	1	61	0.000	10.738
63	0.000	1	62	0.000	10.738
64	0.200	1	63	0.000	10.738
65	3.030	1	64	0.000	10.738
66	4.140	1	65	0.027	10.765
67	3.730	1	66	0.407	11.172
68	2.350	1	67	0.556	11.729
69	2.080	1	68	0.501	12.230
70	0.450	1	69	0.316	12.546
71	0.000	1	70	0.280	12.826
72	0.000	1	71	0.060	12.886
73	0.000	1	72	0.000	12.886
74	0.000	1	73	0.000	12.886
	0.000	1	74	0.000	12.886
	0.200	1	75	0.000	12.886
			76	0.027	12.913

79	3.730	1	76	0.556	13.320
80	2.350	1	79	0.501	13.876
81	2.080	1	80	0.316	14.378
82	0.450	1	81	0.280	14.694
83	0.000	1	82	0.060	14.973
94	0.000	1	83	0.000	15.034
15	0.000	1	84	0.000	15.034
86	0.000	1	85	0.000	15.034
87	0.000	1	86	0.000	15.034
88	0.200	1	87	0.000	15.034
89	3.030	1	88	0.027	15.034
90	4.140	1	89	0.407	15.061
91	3.730	1	90	0.556	15.468
92	2.350	1	91	0.501	15.468
93	2.080	1	92	0.316	16.024
94	0.450	1	93	0.280	16.525
95	0.000	1	94	0.060	16.841
96	0.000	1	95	0.000	17.121
97	0.000	1	96	0.000	17.181
98	0.000	1	97	0.000	17.181
99	0.000	1	98	0.000	17.181
100	0.200	1	99	0.000	17.181
101	3.030	1	100	0.027	17.181
102	4.140	1	101	0.407	17.208
103	3.730	1	102	0.556	17.615
104	2.350	1	103	0.501	18.172
105	2.080	1	104	0.316	18.673
106	0.450	1	105	0.280	18.989
107	0.000	1	106	0.060	19.269
108	0.000	1	107	0.000	19.329
109	0.000	1	108	0.000	19.329
110	0.000	1	109	0.000	19.329
111	0.200	1	110	0.000	19.329
112	3.030	1	111	0.000	19.329
113	4.140	1	112	0.027	19.329
114	3.730	1	113	0.407	19.356
115	2.350	1	114	0.556	19.763
116	2.080	1	115	0.501	20.319
117	0.450	1	116	0.316	20.821
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			120	0.000	21.477

STREAM DEPLETION

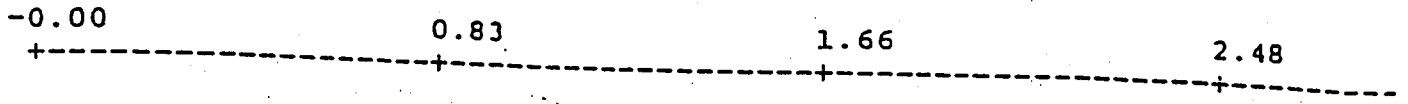
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2	0.0000	0.0000	0.0000
3	0.0000	0.0000	0.0000

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10	2.0804	2.0549	0.2838
11	0.4527	2.1406	0.0857
12	0.0007	2.1476	0.0070
13	-0.0001	2.1477	0.0000
14	-0.0001	2.1477	-0.0000
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16	0.0001	2.1477	0.0000
17	0.1998	2.1715	0.0238
18	3.0253	2.5349	0.3635
19	4.1381	3.0741	0.5391
20	3.7308	3.5817	0.5076
21	2.3523	3.9188	0.3371
22	2.0803	4.2026	0.2838
23	0.4529	4.2883	0.0857
24	0.0007	4.2953	0.0070
25	-0.0002	4.2953	-0.0000
26	-0.0001	4.2953	0.0000
27	0.0002	4.2954	0.0001
28	0.0001	4.2954	-0.0000
29	0.1996	4.3191	0.0237
30	3.0252	4.6826	0.3635
31	4.1383	5.2218	0.5392
32	3.7308	5.7294	0.5076
33	2.3523	6.0665	0.3371
34	2.0803	6.3503	0.2838
35	0.4529	6.4360	0.0857
36	0.0008	6.4430	0.0070
37	-0.0002	6.4430	-0.0001
38	-0.0003	6.4429	-0.0000
39	0.0001	6.4430	0.0001
40	0.0001	6.4430	0.0000
41	0.1997	6.4668	0.0238
42	3.0253	6.8302	0.3635
43	4.1383	7.3694	0.5392
44	3.7307	7.8770	0.5075
45	2.3522	8.2141	0.3371
46	2.0802	8.4979	0.2838
47	0.4529	8.5837	0.0858
48	0.0008	8.5907	0.0070
49	-0.0002	8.5906	-0.0001
50	-0.0003	8.5906	-0.0000
51	0.0001	8.5907	0.0001
52	0.0003	8.5908	0.0001
53	0.1998	8.6145	0.0237
54	3.0253	8.9780	0.3635
55	4.1383	9.5171	0.5391
56	3.7305	10.0246	0.5075
57	2.3521	10.3617	0.3371
58	2.0802	10.6456	0.2839
59	0.4531	10.7315	0.0859
60	0.0009	10.7384	0.0070
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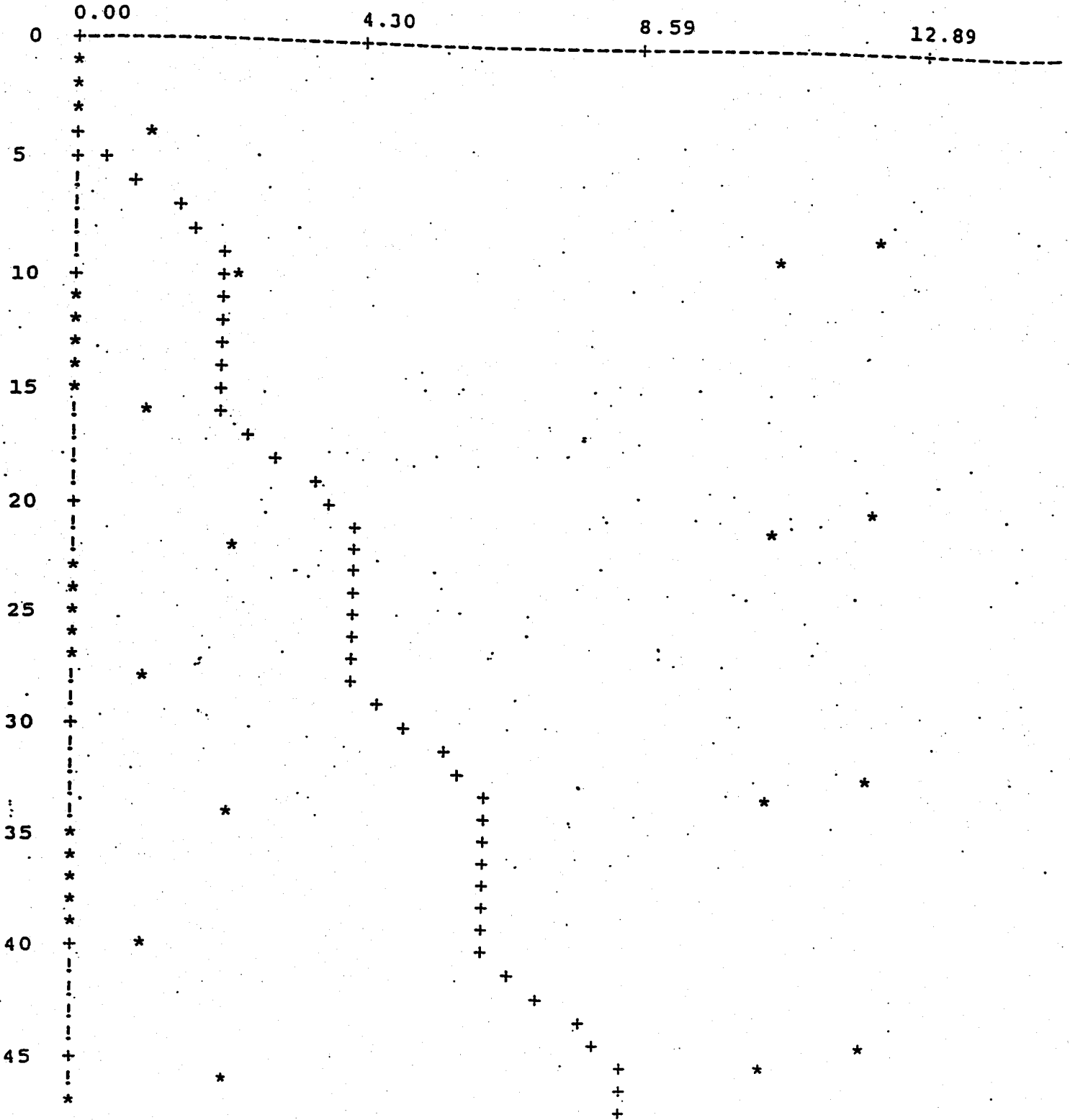
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71	0.0010	12.8862	0.0071
72	0.0000	12.8861	-0.0001
73	-0.0003	12.8858	-0.0003
74	0.0000	12.8859	0.0001
75	0.0000	12.8860	0.0001
76	0.1998	12.9099	0.0239
77	3.0254	13.2733	0.3635
78	4.1384	13.8126	0.5392
79	3.7306	14.3200	0.5074
80	2.3520	14.6570	0.3370
81	2.0801	14.9408	0.2838
82	0.4529	15.0267	0.0859
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85	-0.0003	15.0335	-0.0001
86	0.0001	15.0336	0.0001
87	0.0002	15.0337	0.0001
88	0.1999	15.0577	0.0239
89	3.0255	15.4211	0.3634
90	4.1384	15.9602	0.5391
91	3.7305	16.4676	0.5074
92	2.3519	16.8044	0.3369
93	2.0801	17.0883	0.2839
94	0.4530	17.1744	0.0861
95	0.0010	17.1815	0.0071
96	0.0000	17.1815	-0.0001
97	-0.0003	17.1812	-0.0002
98	0.0000	17.1813	0.0001
99	0.0000	17.1813	-0.0000
100	0.1997	17.2051	0.0238
101	3.0254	17.5686	0.3635
102	4.1385	18.1079	0.5393
103	3.7306	18.6153	0.5074
104	2.3521	18.9523	0.3370
105	2.0802	19.2361	0.2838
106	0.4530	19.3220	0.0859
107	0.0010	19.3291	0.0071
108	-0.0001	19.3289	-0.0003
109	-0.0006	19.3286	-0.0003
110	-0.0000	19.3290	0.0004
111	0.0001	19.3291	0.0001
112	0.1997	19.3529	0.0237
113	3.0256	19.7165	0.3637
114	4.1386	20.2558	0.5393
115	3.7306	20.7630	0.5072
116	2.3520	21.0999	0.3369
117	2.0801	21.3835	0.2836
118	0.4528	21.4693	0.0857
119	0.0009	21.4766	0.0074
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110
 111
 112
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 120

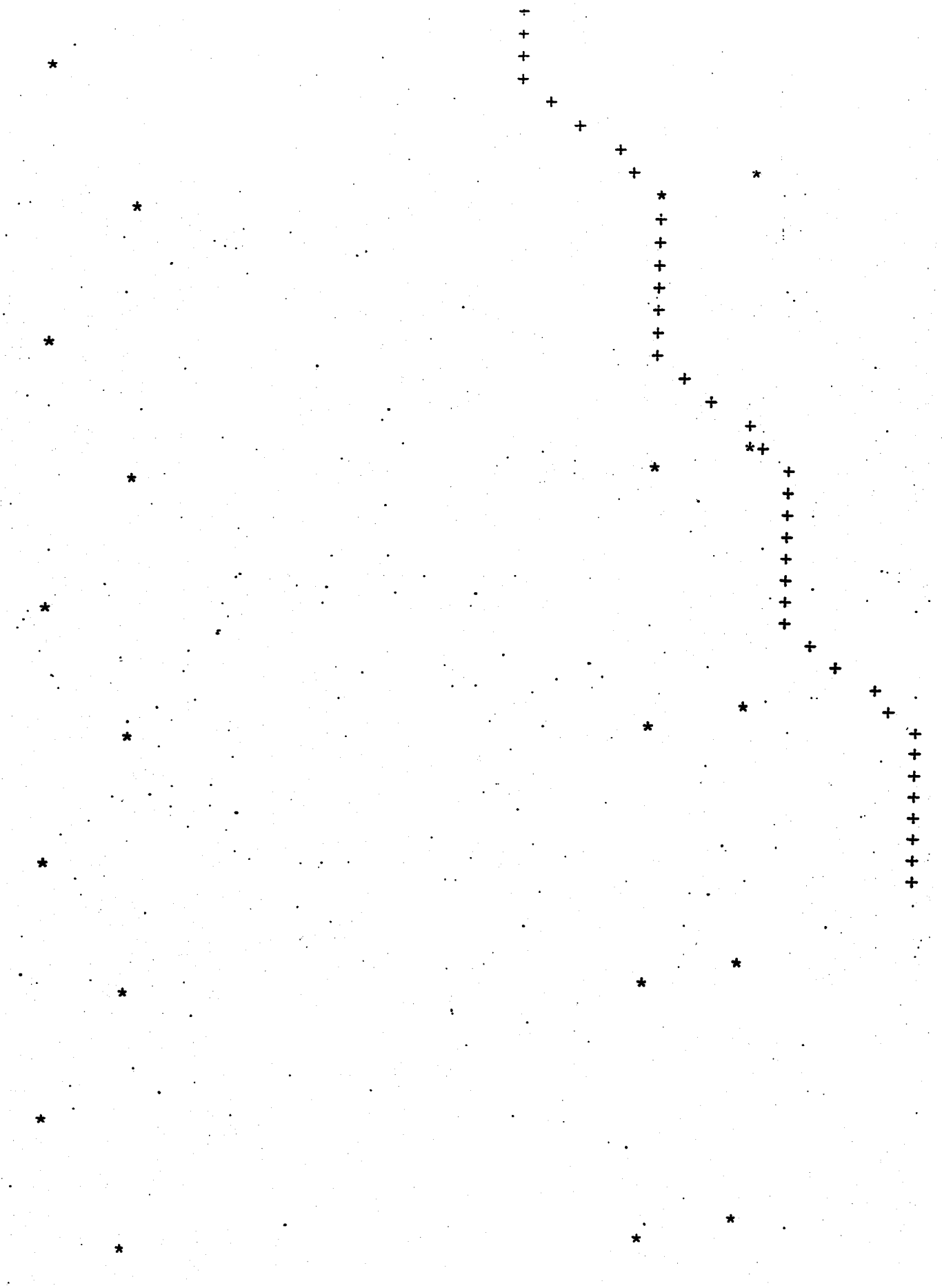
***** RATE OF DEPLETION (GPM)



+++++ VOL. OF DEPLETION (ACRE-FEET)



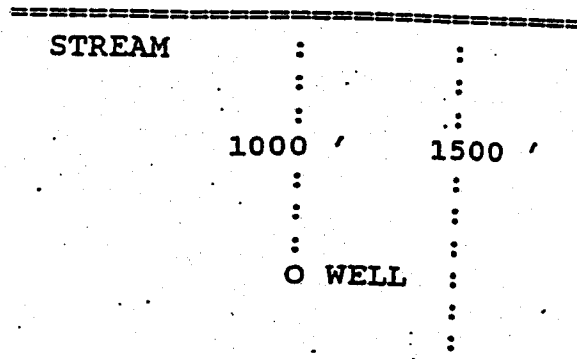
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55 +
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100 +
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105 +
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 STREAM DEPLETION USING GLOVER TECHNIQUES

Coryell Ranch Irrigation Stream Depletion Analysis
 Impacts of a well located 1,000 feet from the Roaring Fork River
 MAY 25, 1999

 CORYELL RANCH Well Nos 1-12 and 14



////////////////////
 ///////////////////NO FLOW////////////////////
 //////////////////////
 T= 200000 GPD/FT, S= .15
 DRAWN TO SCALE

PUMPING SCHEDULE
 TOTAL TIME SIMULATED= .120 MONTHS

Stream Depletion

PUMPING PERIOD	Q (GPM)	LENGTH (MONTHS)	CUM. TIME (MONTHS)	VOL. PUMPED THIS PERIOD (ACRE-FEET)	CUM. VOL. PUMPED (ACRE-FEET)
1	0.000	0	1	0.000	0.000
2	0.000	0	1	0.000	0.000
3	0.000	0	1	0.000	0.000
4	0.200	.20	1	0.027	0.027
5	3.030	3.01	1	0.407	0.434
6	4.140	4.14	1	0.556	0.991
7	3.730	3.73	1	0.501	1.492
8	2.350	2.35	1	0.316	1.808
9	2.080	2.08	1	0.280	2.087
10	0.450	0.45	10	0.060	2.148
11	0.000	0	11	0.000	2.148
12	0.000	0	12	0.000	2.148
13	0.000		13	0.000	2.148
14	0.000		14	0.000	2.148
15	0.000		15	0.000	2.148
	0.200		16	0.027	2.175
	3.030		17	0.407	2.582

EXHIBIT C

19	3.730	1	18	0.556	3.138
20	2.350	1	19	0.501	3.639
21	2.080	1	20	0.316	3.955
22	0.450	1	21	0.280	4.235
23	0.000	1	22	0.060	4.295
24	0.000	1	23	0.000	4.295
25	0.000	1	24	0.000	4.295
26	0.000	1	25	0.000	4.295
27	0.000	1	26	0.000	4.295
28	0.200	1	27	0.000	4.295
29	3.030	1	28	0.027	4.322
30	4.140	1	29	0.407	4.729
31	3.730	1	30	0.556	5.286
32	2.350	1	31	0.501	5.787
33	2.080	1	32	0.316	6.103
34	0.450	1	33	0.280	6.383
35	0.000	1	34	0.060	6.443
36	0.000	1	35	0.000	6.443
37	0.000	1	36	0.000	6.443
38	0.000	1	37	0.000	6.443
39	0.000	1	38	0.000	6.443
40	0.200	1	39	0.000	6.443
41	3.030	1	40	0.027	6.470
42	4.140	1	41	0.407	6.877
43	3.730	1	42	0.556	7.434
44	2.350	1	43	0.501	7.935
45	2.080	1	44	0.316	8.251
46	0.450	1	45	0.280	8.530
47	0.000	1	46	0.060	8.591
48	0.000	1	47	0.000	8.591
49	0.000	1	48	0.000	8.591
	0.000	1	49	0.000	8.591
	0.000	1	50	0.000	8.591
52	0.200	1	51	0.000	8.591
53	3.030	1	52	0.027	8.618
54	4.140	1	53	0.407	9.025
55	3.730	1	54	0.556	9.581
56	2.350	1	55	0.501	10.082
57	2.080	1	56	0.316	10.398
58	0.450	1	57	0.280	10.678
59	0.000	1	58	0.060	10.738
60	0.000	1	59	0.000	10.738
61	0.000	1	60	0.000	10.738
62	0.000	1	61	0.000	10.738
63	0.000	1	62	0.000	10.738
64	0.200	1	63	0.000	10.738
65	3.030	1	64	0.027	10.765
66	4.140	1	65	0.407	11.172
67	3.730	1	66	0.556	11.729
68	2.350	1	67	0.501	12.230
69	2.080	1	68	0.316	12.546
70	0.450	1	69	0.280	12.826
71	0.000	1	70	0.060	12.886
72	0.000	1	71	0.000	12.886
73	0.000	1	72	0.000	12.886
74	0.000	1	73	0.000	12.886
75	0.000	1	74	0.000	12.886
	0.200	1	75	0.000	12.886
	3.030	1	76	0.027	12.913
			77	0.407	13.320

79	3.730	1	78	0.556	13.876
80	2.350	1	79	0.501	14.378
81	2.080	1	80	0.316	14.694
82	0.450	1	81	0.280	14.973
83	0.000	1	82	0.060	15.034
84	0.000	1	83	0.000	15.034
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87	0.000	1	86	0.000	15.034
88	0.200	1	87	0.000	15.034
89	3.030	1	88	0.027	15.034
90	4.140	1	89	0.407	15.061
91	3.730	1	90	0.556	15.468
92	2.350	1	91	0.501	16.024
93	2.080	1	92	0.316	16.525
94	0.450	1	93	0.280	16.841
95	0.000	1	94	0.060	17.121
96	0.000	1	95	0.000	17.181
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101	3.030	1	100	0.027	17.181
102	4.140	1	101	0.407	17.208
103	3.730	1	102	0.556	17.615
104	2.350	1	103	0.501	18.172
105	2.080	1	104	0.316	18.673
106	0.450	1	105	0.280	18.989
107	0.000	1	106	0.060	19.269
108	0.000	1	107	0.000	19.329
109	0.000	1	108	0.000	19.329
110	0.000	1	109	0.000	19.329
111	0.200	1	110	0.000	19.329
112	3.030	1	111	0.000	19.329
113	4.140	1	112	0.027	19.329
114	3.730	1	113	0.027	19.356
115	2.350	1	114	0.407	19.763
116	2.080	1	115	0.556	20.319
117	0.450	1	116	0.501	20.821
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			120	0.000	21.477
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STREAM DEPLETION

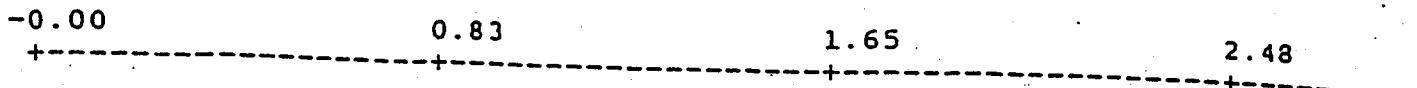
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6	4	67	0.8879	0.288
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8	2.3541		1.7493	0.3500
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18	4.1367		3.0356	0.5288
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20	2.3540		3.8969	0.3500
21	2.0806		4.1832	0.2863
22	0.4550		4.2841	0.1009
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33	2.0805		6.3308	0.2863
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43	3.7312		7.8423	0.5113
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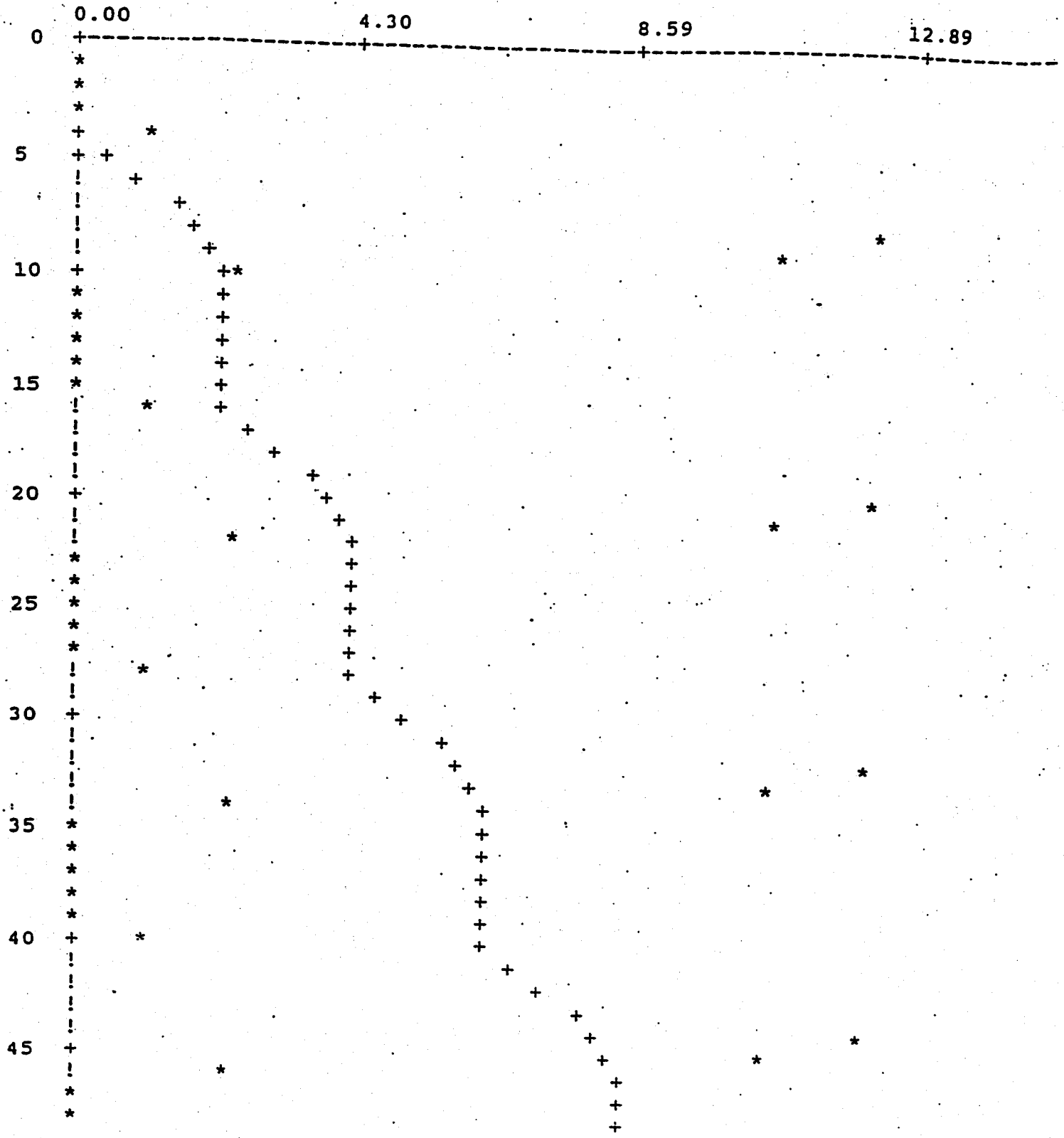
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92	3.7308	16.4326	0.5109
93	2.3535	16.7825	0.3499
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96	0.0019	17.1817	0.0115
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98	-0.0004	17.1813	-0.0002
99	-0.0002	17.1812	-0.0001
100	-0.0001	17.1813	0.0000
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105	2.3537	18.9305	0.3500
106	2.0806	19.2170	0.2866
107	0.4553	19.3178	0.1007
108	0.0017	19.3290	0.0113
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110	-0.0006	19.3287	-0.0001
111	-0.0003	19.3288	0.0001
112	-0.0001	19.3289	0.0002
113	0.1998	19.3512	0.0222
114	3.0222	19.6887	0.3375
115	4.1371	20.2174	0.5287
116	3.7310	20.7282	0.5108
117	2.3537	21.0781	0.3499
118	2.0804	21.3643	0.2862
119	0.4550	21.4651	0.1008
120	0.0015	21.4763	0.0112
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STREAM DEPLETION VS TIME (MONTHS)

***** RATE OF DEPLETION (GPM)



+++++ VOL. OF DEPLETION (ACRE-FEET)



**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:

$A \times B = C$; 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

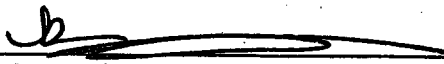
With copy to: Lawrence R. Green
Balcomb & Green P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602

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

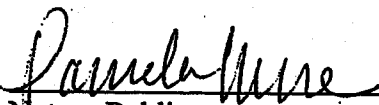
ATTEST:

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

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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

ROSE RANCH P.U.D. PROPERTY DESCRIPTION

- 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

ROSE RANCH P.U.D. PROPERTY DESCRIPTION

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
		15% Contingency (Engineering/ Testing/ Permits)		\$110,625.00
		Total		\$848,125.00

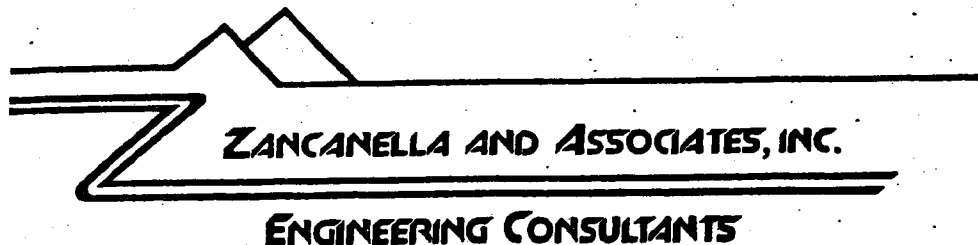
This estimate was prepared based on an estimate by R.F.W.S.D. for the same plant (1/24/01)

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) 945-5701
(970) 945-1253 F

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 ($17.5 \text{ AF} / 198.9 \text{ AF} = 8.8\%$) 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
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 (= 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					
Potable System			Raw Water System				Demand Total	Rose Ranch & WBGC in Robertson Ditch	Glenwood Ditch	WDWCD	Supply Total	Supply vs. Demand Excess
Month	In-House	"Out side"	Res & Park Irrig	Golf Course Irrig	Pond Evap	(7)						
	(1)	(2)	(3)	(4)	(5)	(6)						
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

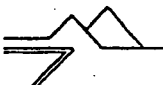
cc: Ron Heggemeier, Roaring Fork Investments
Joe Hope, High Country Engineers
Scott Balcomb, Delaney & Balcomb

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

General Location Map			
SCALE: 1" = 2000'	DATE: 9-20-1997	SHEET 1 OF 1	
DRAWN BY: CM	CHECK BY:	APPD BY: TAZ	PLAN NO. D:\mofettes 97409\figure1



**Rose Ranch
Robertson Ditch**

ZANCANELLA AND ASSOCIATES, INC.
 ENGINEERING CONSULTANTS
 POST OFFICE BOX 1908 - 1008 COOPER AVENUE
 GLENWOOD SPRINGS, COLORADO 81622 (303) 946-6700

FIGURE NO.
1

PROJECT: 97409

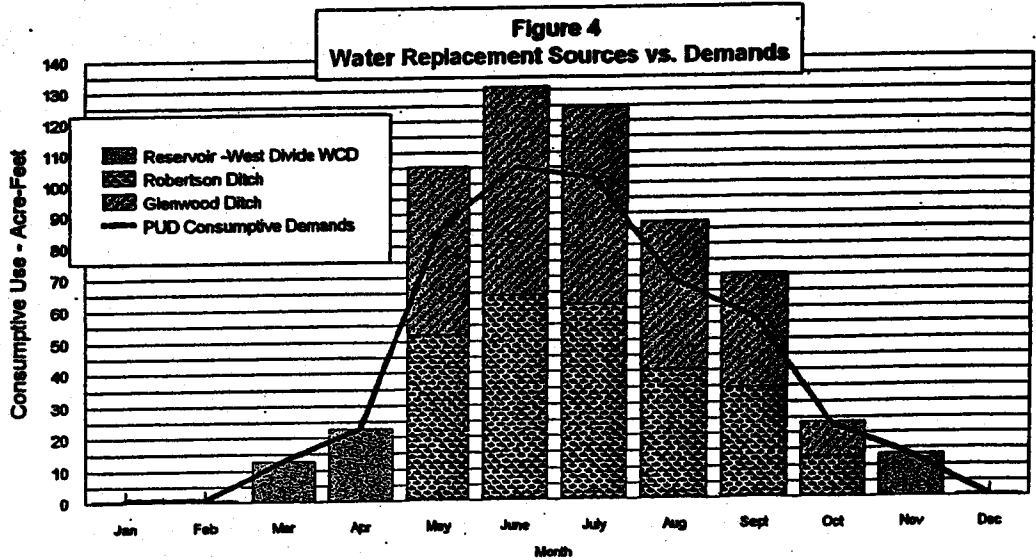
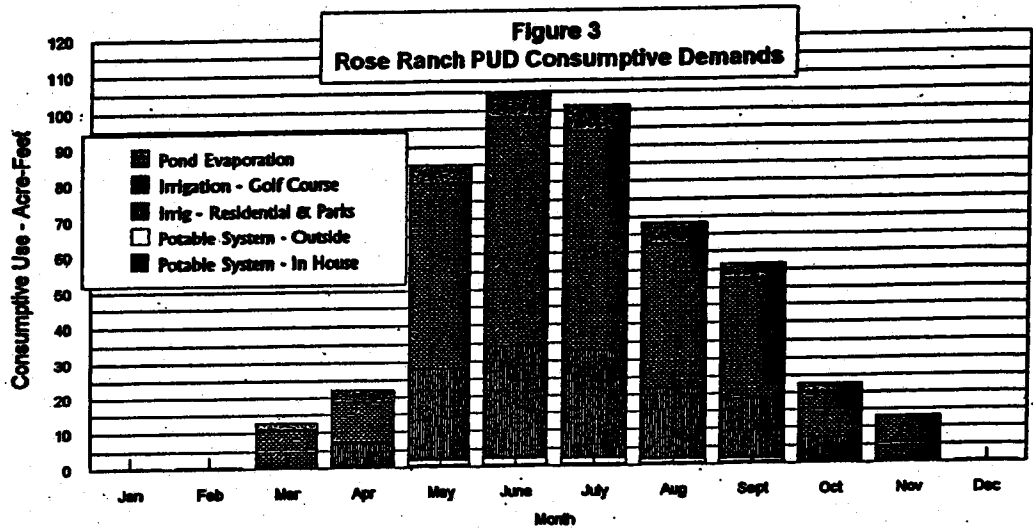
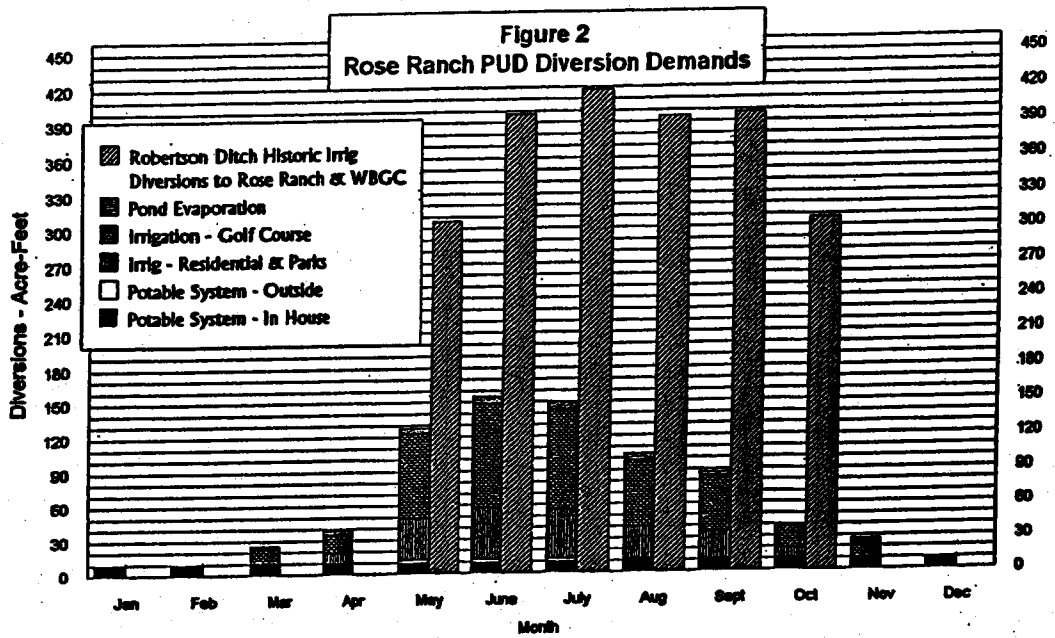


Table 1
Rose Ranch PUD - Water Use

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 (cfs)	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 transf'd 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	IMDNP	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**

Month	Consumptive Demands Ac-Ft						Replacement Credits Ac-Ft				
	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.

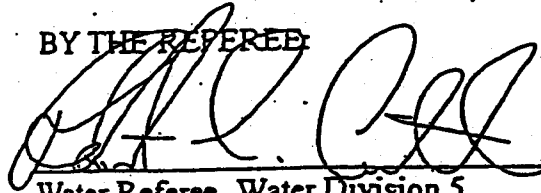
Water Division No. 5
Case No. 96CW319
Glenwood Irrigation Company
Findings of Fact, Ruling of Referee and Decree of Court
Page 4

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~~ 12-03-97
J. M. Allen
County Clerk, Water Div. No. 5
Balcomb Leavenworth
Patrick

BY THE REFEREE:

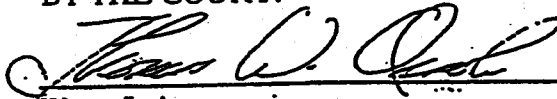


Water Referee, Water Division 5
State of Colorado

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

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, 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 the 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 the 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 to 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 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 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 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 assignments 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 buyers 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 well 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 THE COMPLETION REPORTS, FILING STATEMENTS OF BENEFICIAL USE, OR OTHERWISE LAWFULLY APPLYING THE WATER TO BENEFICIAL USE ON A REGULAR BASIS WITHOUT WASTE.

Applicant:

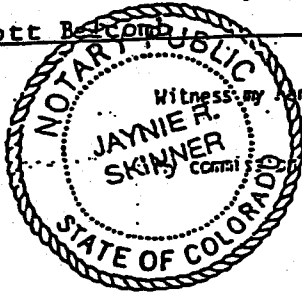
Applicant:

Embrey

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.

Commission expires: November 2, 1997

Jaynie R. Skinner
Notary Public

ORDER

After a hearing by the Board of Directors of the West Divide Water Conservancy District on the application it is hereby ORDERED that said application be granted and this contract/lease shall be and is accepted by the District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By [Signature]
President

ATTEST:

Willie M. Johnson
Secretary

10/28/97
Date

This contract/lease includes and is subject to the terms and conditions of the following documents which 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. 51-91-36

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 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

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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 the 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

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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.

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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

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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.

John C. G. [Signature]
NOTARY PUBLIC

My commission expires:

Address:

819
Glenw
My Commission Expires 10-7-2001

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	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, Evap, & 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		
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	0.8	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.

EXHIBIT E
(Augmentation Plan)

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.

<u>Name of Structure</u>	<u>Location</u>	<u>Amount Claimed (cfs)</u>	<u>Actual Storage (cfs)</u>	<u>Debit Storage (cfs)</u>	<u>Surplus (cfs)</u>	<u>Pond Depth (feet)</u>
<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 (AFB)	Actual Storage (ASB)	Dead Storage (DSB)	Available Storage (ASB)	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., 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 Owned by App	Amount Changed and Dedicated to AUE Plan	Appropriation Date	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 AUE Plan	Approval Date	Project 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) **Wolford 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 Wolford 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.

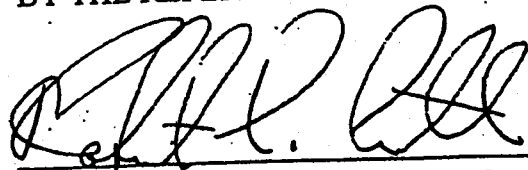
Dated: February 25, 1999

Copy of the foregoing mailed to all
Counsel of record Water
Referee, Div. Engineer and
State Engineer Date 2.25.99
DM

Deputy Clerk, Water Div. No. 5

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

BY THE REFEREE:

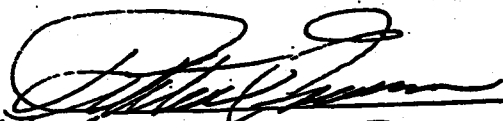


Water Referee, Water Division No. 5

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 3-20-99
DM

City Clerk, Water Div. No. 5

Olsweski
Petre
Kriz
Waltsak
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	Potable System "outside"	6.3 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	201.3 Acres
Lawn Irrigation	500 sq-ft/EQR	Application Efficiency	70%		
Application Efficiency	70%	Crop Irrig reqmnt (CIR)	2.29 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	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	0.6	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
 (A) Posy Pump & Pipeline avg _____ cfs _____ Ac-Ft
 (B) Robertson Ditch Rose. Enl. avg _____ cfs _____ Ac-Ft
- (3) (A) Pond diversions avg _____ cfs
 (B) Total change in storage (positive = filled, negative for releases) _____ Ac-Ft
- (4) Irrigation Water Right Diversions
 (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

215
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 + ^v22.4 Robertson Ditch from WBGC; ^v 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 _____

2/5

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
 (A) Posy Pump & Pipeline avg _____ cfs _____ Ac-Ft
 (B) Robertson Ditch Rose Enl. avg _____ cfs _____ Ac-Ft
- (3) (A) Pond diversions avg _____ cfs
 (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: _____ Ac-Ft
 Notes:

By _____ Date _____

HEET NO. 1

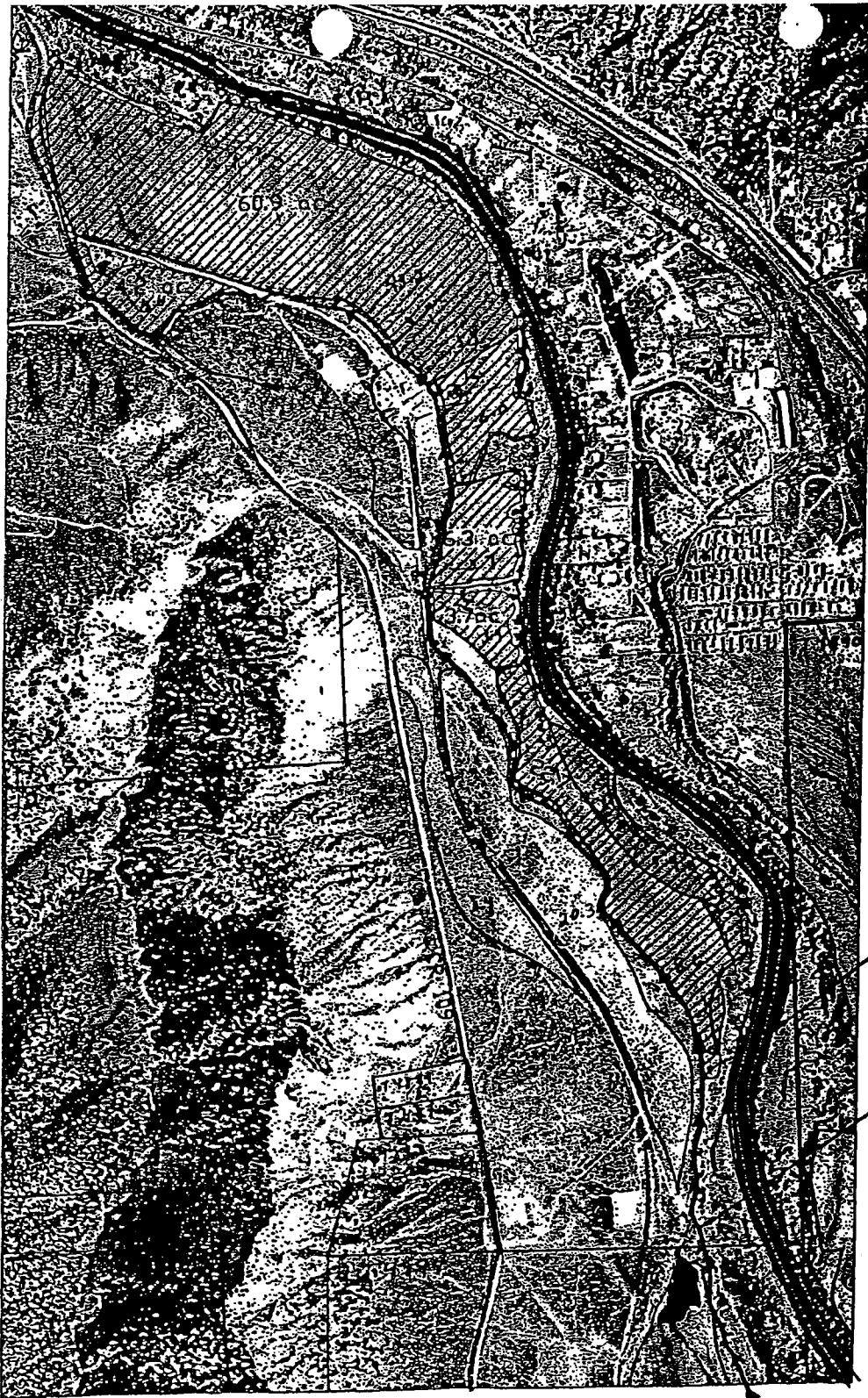
Direct Flow Diversions Annual Summary

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.




 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

PROJECT: 87408

SCALE: 1" = 1000'	DATE: July 14, 1997	SHEET 1 OF 1
DRAWN BY: CM	CHKD BY: TAZ	APPD BY: CM
PLAN NO. rose_ranch\87408\yma1.dwg		


ZANCANELLA AND ASSOCIATES, INC.
ENGINEERING CONSULTANTS
 POST OFFICE BOX 1808 - 1005 COOPER AVENUE
 BLDGWOOD SPRINGS, COLORADO 81602 (303) 846-5700

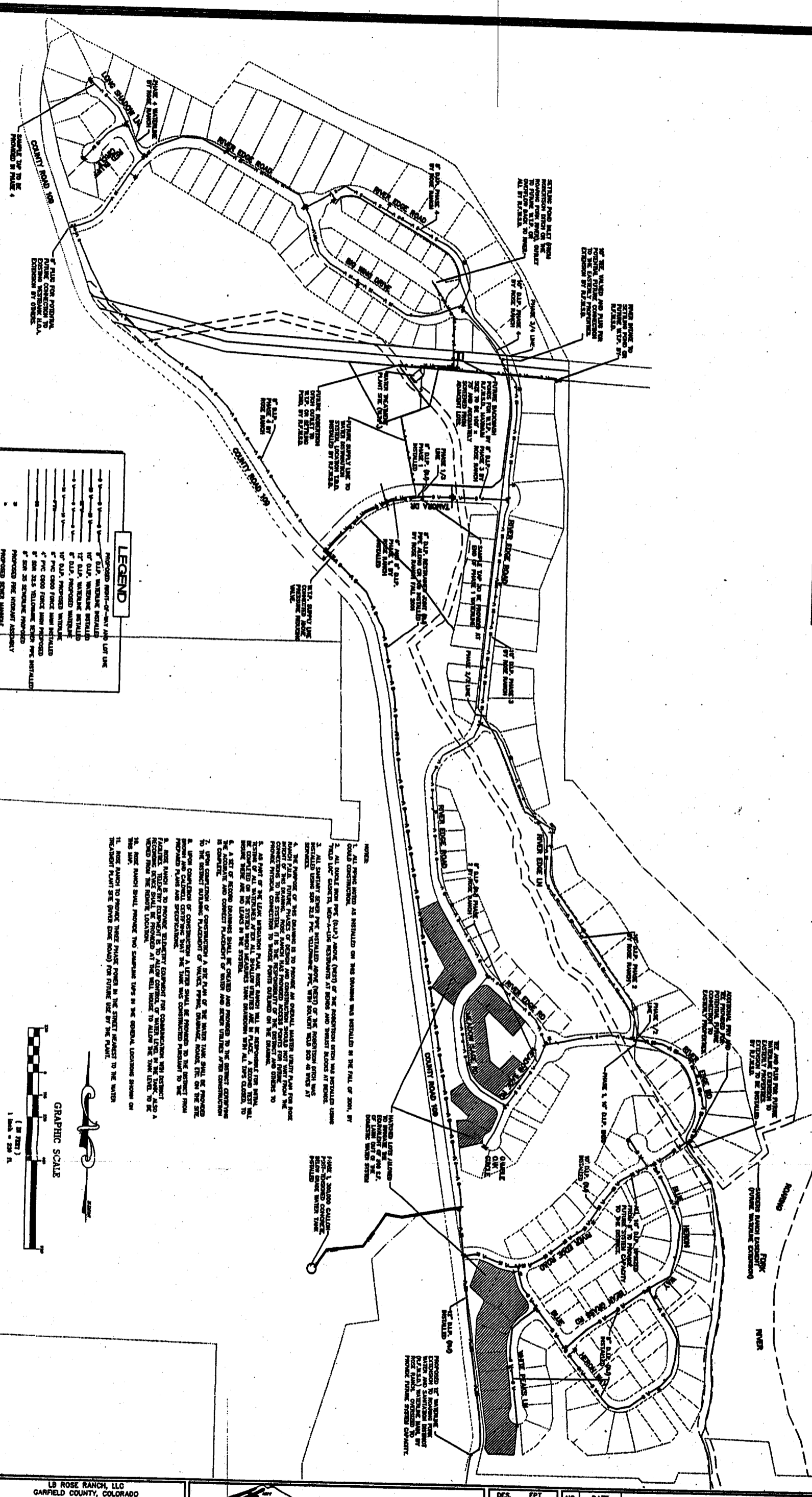
**Table 3
Rose Ranch Consumptive Use Summary**

Consumptive Demands Ac-Ft						Replacement Credits In Ac-Ft					Excess Credits					
Potable System			Raw Water System			Demand Total	Replacement Credits				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		Rose Ranch in Robertson Ditch	WBGC in Robertson Ditch	Glenwood Ditch	WDWCD				Robertson Ditch Credits	Glenwood Ditch Credits	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	After uses (1) + (2) + (3) + (5)	After use (4) Applying WBGC Robertson 1st	(16)
Jan	0.8	0.0	0.0	0.0	0.0	0.8										
Feb	0.7	0.0	0.0	0.0	0.2	0.9				0.80	0.8		0.0			
Mar	0.8	0.0	0.0	10.0	1.8	12.6				0.90	0.9		0.0			
Apr	0.8	0.6	6.1	11.7	3.8	23.0				12.60	12.6		0.0			
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

02/25/99

EXHIBIT F
(Master Utility Plan)

WATER MASTER UTILITY MAP

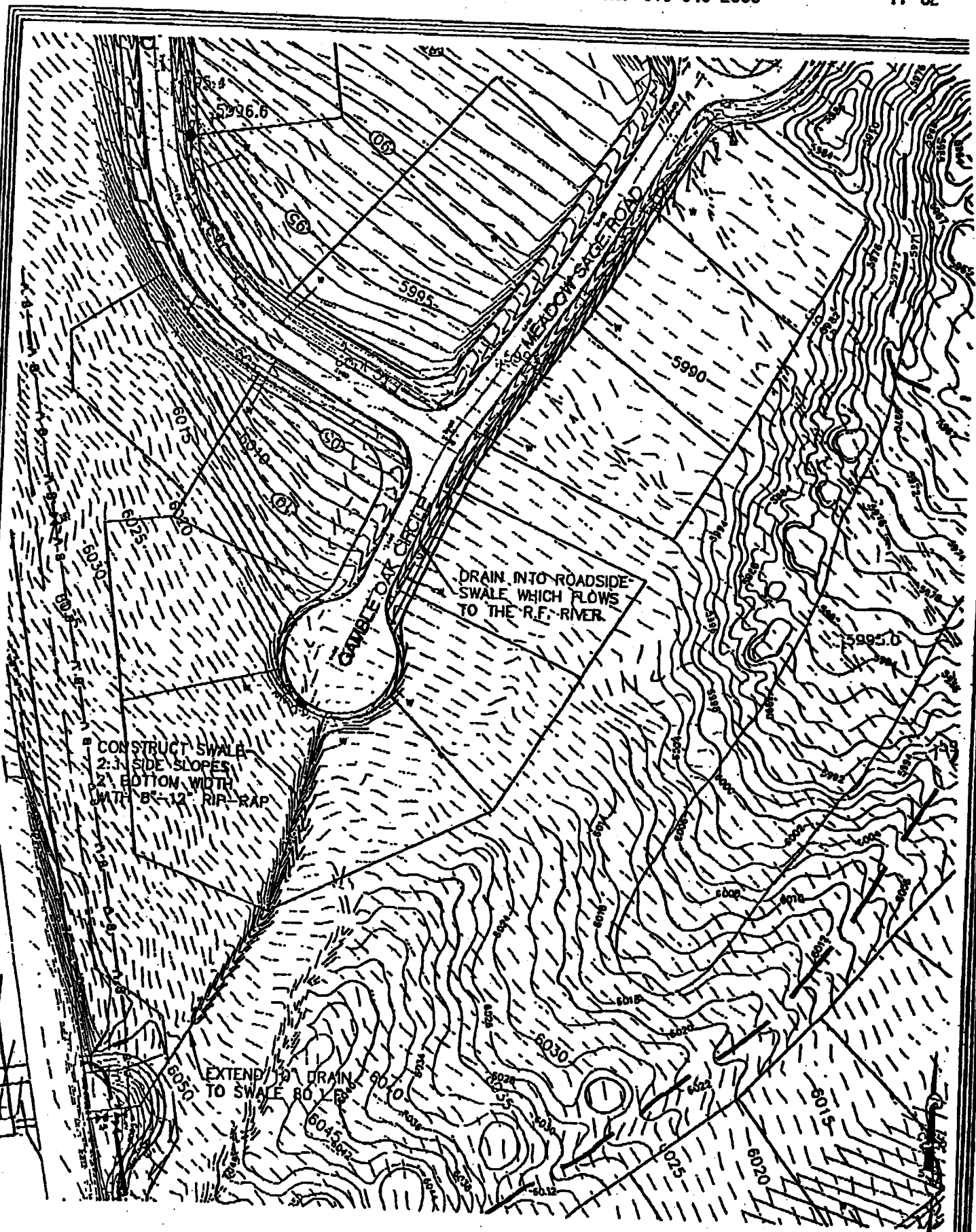


LEGEND	
—	Proposed water-of-pan and lot line
—	12" O.D. WATERLINE INSTALLED
—	12" O.D. WATERLINE INSTALLED
—	12" O.D. PROPOSED WATERLINE
—	12" O.D. PROPOSED WATERLINE
—	6" P.V.C. COOD FORCE MAIN INSTALLED
—	6" P.V.C. COOD FORCE MAIN PROPOSED
—	6" S.W. 20.5 YELLOWLINE SCHED. PIPE INSTALLED
—	6" S.W. 20.5 YELLOWLINE SCHED. PIPE PROPOSED
—	PROPOSED FIRE HYDRANT ASSEMBLY
—	PROPOSED SENSER MANHOLE

- NOTES:**
1. ALL SENSER METER AS INSTALLED ON THIS DRAWING WAS INSTALLED IN THE FALL OF 2001, BY GOLD CONSTRUCTION.
 2. ALL SENSER METER ABOVE (WEST) OF THE ROBERTSON SECTION WAS INSTALLED USING 1/2" DIA. COPPER 90°-1-1/2" DIA. RESTRAINTS AT BENCH AND THREAT BENCHES AT BENCH.
 3. ALL SENSER SENSER PIPE INSTALLED ABOVE (WEST) OF THE ROBERTSON SECTION WAS 1/2" DIA. COPPER 90°-1-1/2" DIA. RESTRAINTS AT BENCH AND THREAT BENCHES AT BENCH.
 4. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER.
 5. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER.
 6. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER.
 7. UPON COMPLETION OF CONSTRUCTION A SITE PLAN OF THE WATER TANK SHALL BE PROVIDED TO THE DISTRICT ENGINEER OF WATER, PARKS, RECREATION, AND FIRE, ON THE SITE. UPON COMPLETION OF CONSTRUCTION A LETTER SHALL BE PROVIDED TO THE DISTRICT ENGINEER OF WATER, PARKS, RECREATION, AND FIRE, ON THE SITE.
 8. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER.
 9. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER.
 10. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER.
 11. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER. THE NUMBER OF THE SENSER IS TO PROVIDE AN OVERALL MASTER UTILITY PLAN FOR EACH SENSER.



EXHIBIT G
(Approved Plans and Specifications)



HIGH COUNTRY ENGINEERING, INC.

157 BLAKE AVENUE
 SUITE D1
 GLENWOOD SPRINGS, CO 81601
 PH.(970) 845-8876
 FX.(970) 845-2595

14 INNERESS DRIVE EAST,
 SUITE D108
 ENGLEWOOD, CO 80122
 PH.(303) 625-0554
 FX.(303) 625-0547

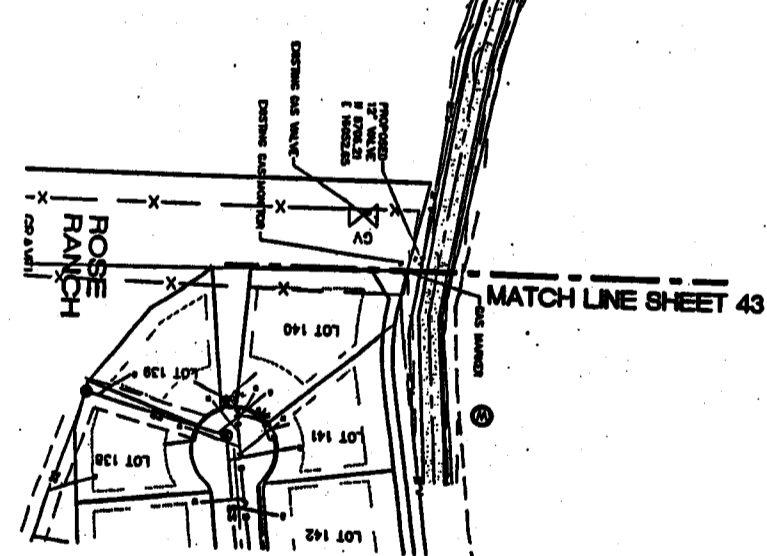
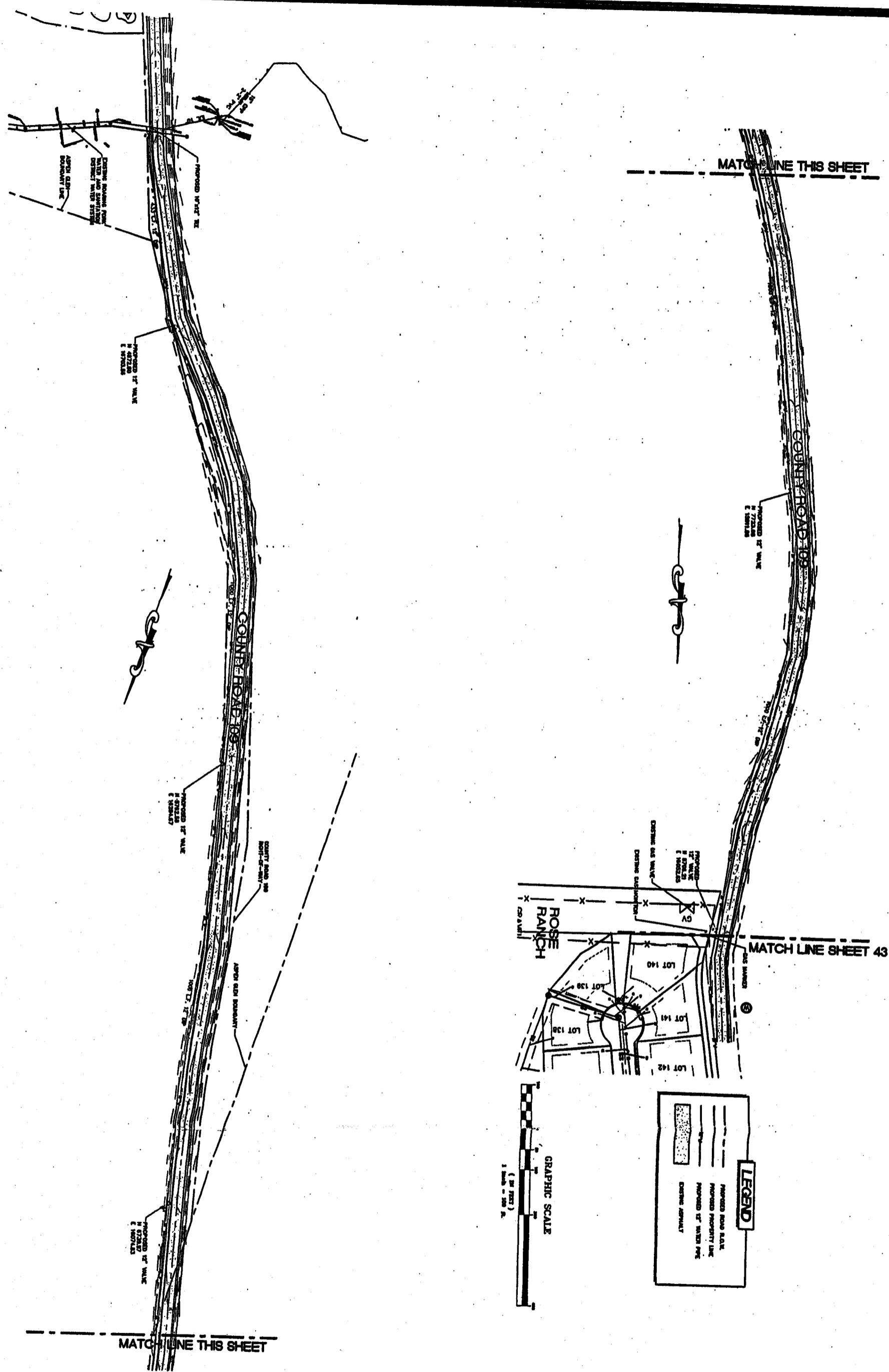
LB ROSE RANCH, LLC
 GARFIELD COUNTY, COLORADO
 ROSE RANCH
 WATER TANK DRAIN
 EX-181T

SCALE: 1"=100'

TANK DRAIN.DWG

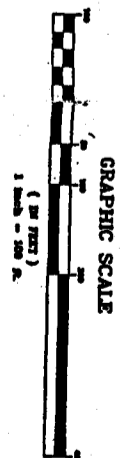
DCS. EPT	CK:	FILE NO.	SHEET
DR. EPT	DATE: 4-15-02	2000075.02	1

POTABLE WATER MAIN OFF-SITE

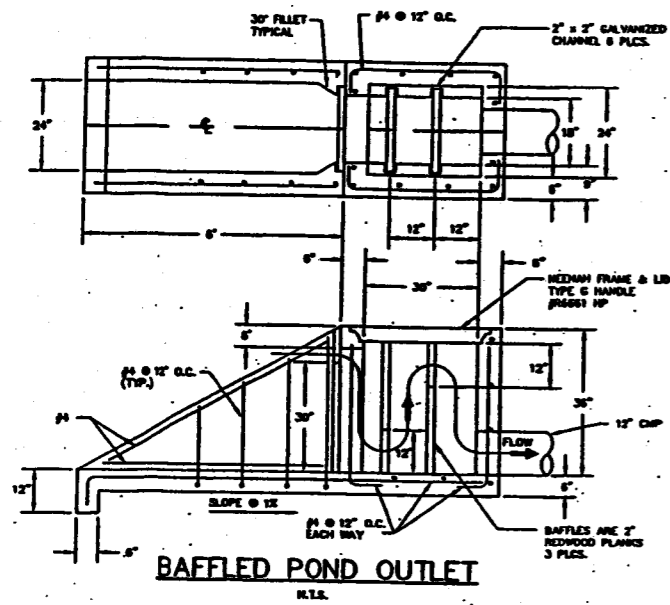


LEGEND

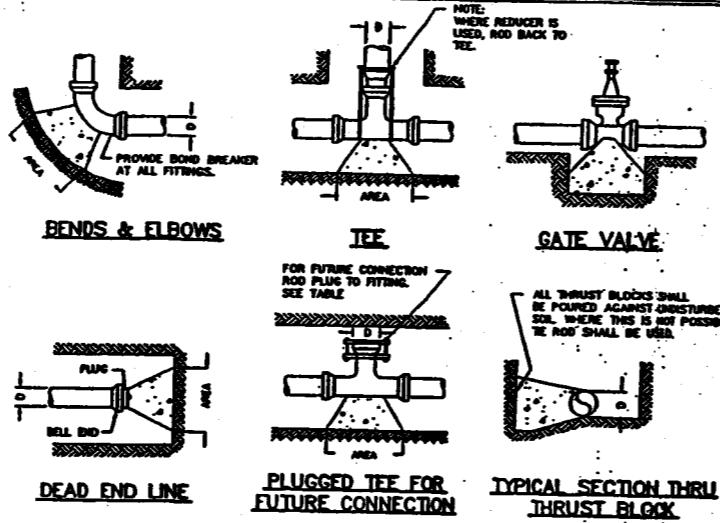
- PROPOSED ROAD DRAIN
- PROPOSED PROPERTY LINE
- PROPOSED 12" WATER PIPE
- EXISTING APPURT



PROJECT NO. 9704205 SHEET 79 OF 80	ROARING FORK INVESTMENTS, L.L.C. GARFIELD COUNTY, COLORADO		HIGH COUNTRY ENGINEERING, INC. 923 COOPER AVENUE GLENWOOD SPRINGS, CO 81601 PH: (970) 848-8676 FX: (970) 848-3888	DES. EPT DR. EPT CK. DRC DATE 6-18-99 FILE: PPOS	NO. 1 DATE 1/29/02	REVISION ACCEPTANCE DRAWINGS	BY EPT
	ROBE RANCH P.U.D. PHASE 1 POTABLE WATER MAIN OFF-SITE PLAN						



BAFFLED POND OUTLET
N.T.S.

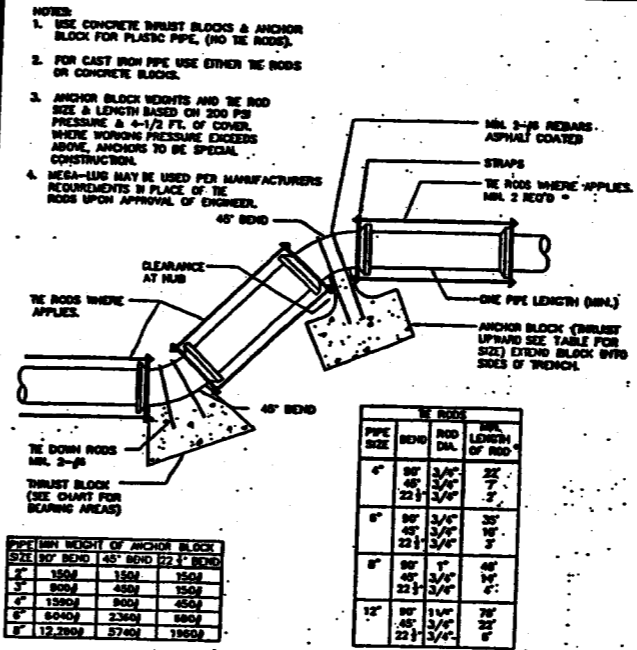


MINIMUM THRUST BLOCK BEARING AREAS IN SQUARE FEET

PIPE SIZE	90° BEND	45° BEND	22 1/2° BEND	TEE PLUG	GATE VALVES
12"	14.0	8.7	4.4	11.3	7.3
10"	11.1	6.5	3.1	7.8	4.5
8"	7.1	3.9	2.0	6.0	3.4
6"	4.0	2.2	1.0	2.9	1.7
4"	2.0	1.0	0.5	1.5	0.8
3"	1.0	0.5	0.2	0.8	0.4

NOTES:
 1. SOLE BEARING PRESSURE IS ASSUMED TO BE 3000 P.S.F. WHERE SOLE BEARING VARIES FROM ABOVE, BEARING BLOCK AREA MAY BE ADJUSTED ACCORDINGLY. IN NO CASE SHALL BEARING AREA BE LESS THAN 2.0 P.S.F. SOLE BEARING TEST PRESSURE IS CONSIDERED AT 200 P.S.F.
 2. CONCRETE STRENGTH TO BE 3000 P.S.F. SO BUT TEST STRENGTH HEIGHT OF THRUST BLOCKS SHALL BE 1000 P.S.F.

THRUST BLOCKS FOR WATER MAIN
N.T.S.

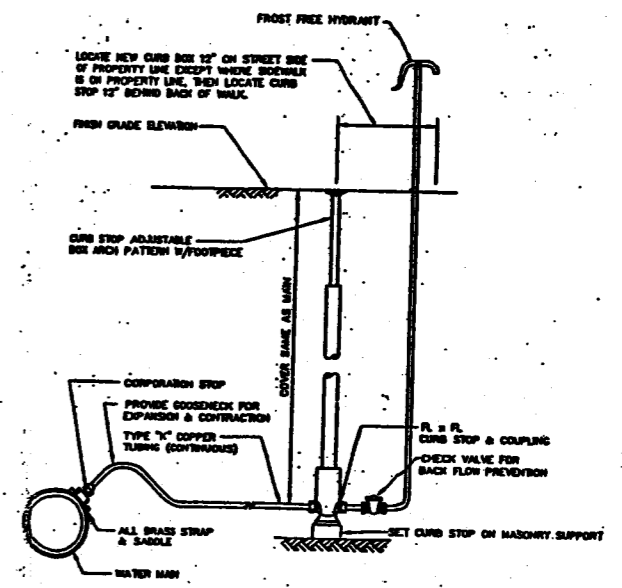


MINIMUM HEIGHT OF ANCHOR BLOCK

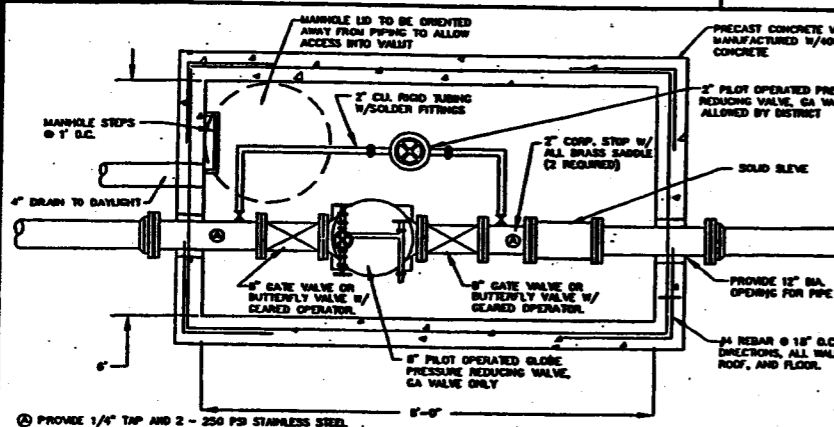
PIPE SIZE	90° BEND	45° BEND	22 1/2° BEND
2"	150	150	150
3"	200	200	200
4"	250	250	250
6"	350	350	350
8"	450	450	450
12"	750	750	750

NOTE: HEIGHT OF CONCRETE EQUALS 150#/CU. FT.

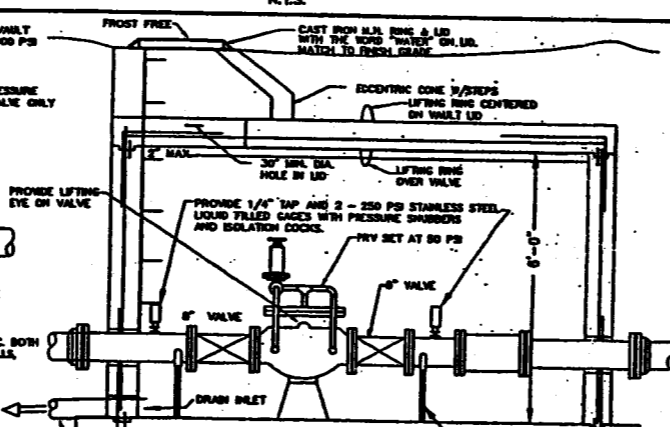
VERTICAL BEND ANCHOR DETAIL
N.T.S.



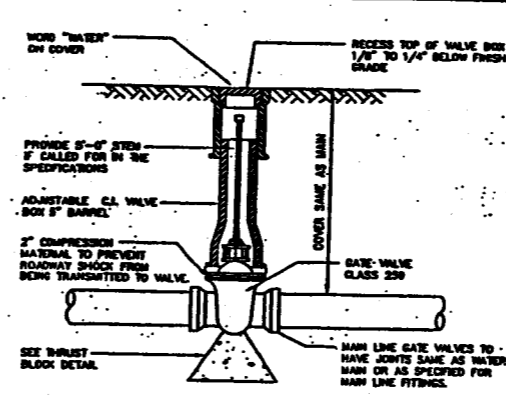
SAMPLE TAP DETAIL
N.T.S.



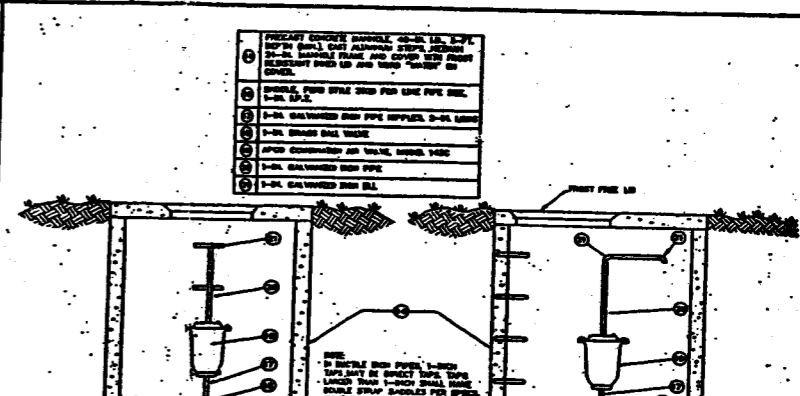
PRESSURE REDUCING VALVE - VAULT PLAN
N.T.S.



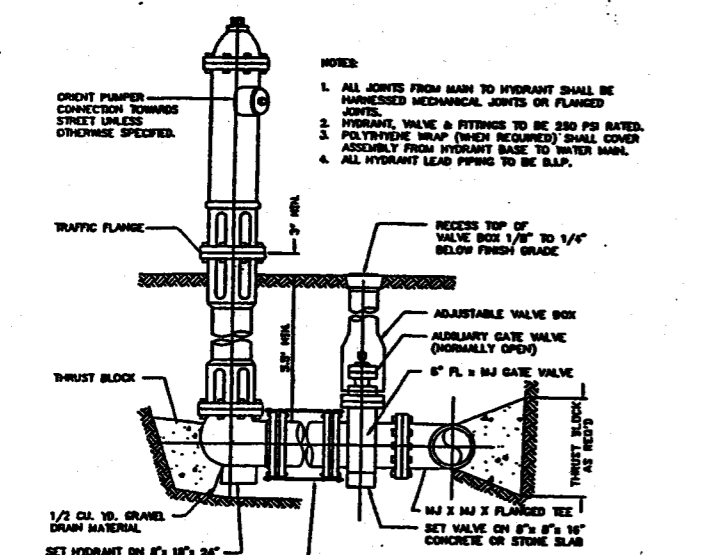
P.R.V. VAULT SECTION
N.T.S.



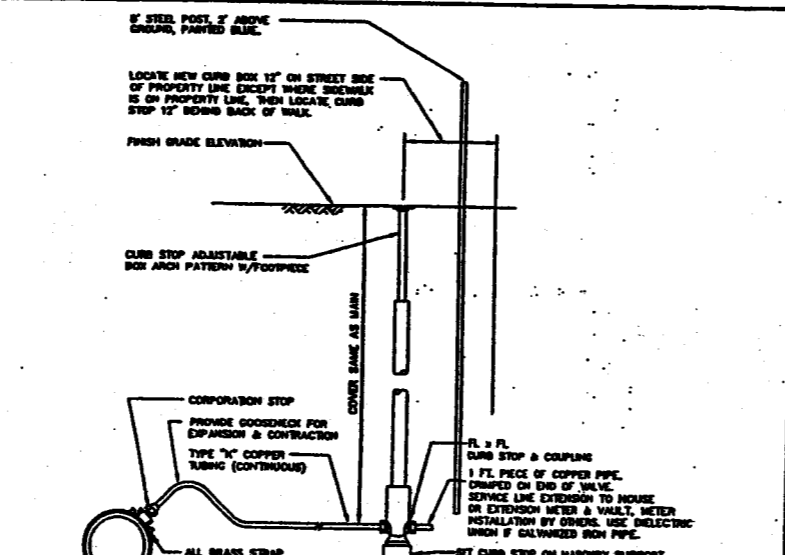
GATE VALVE DETAIL
N.T.S.



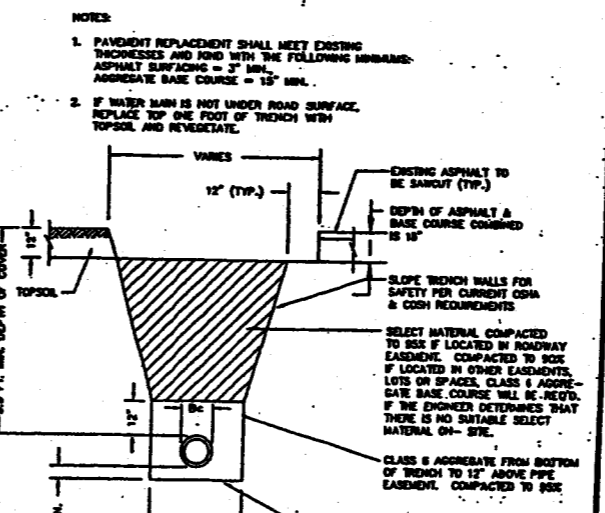
AIR-VACUUM VALVE DETAIL WITHIN UNPAVED AREA
N.T.S.



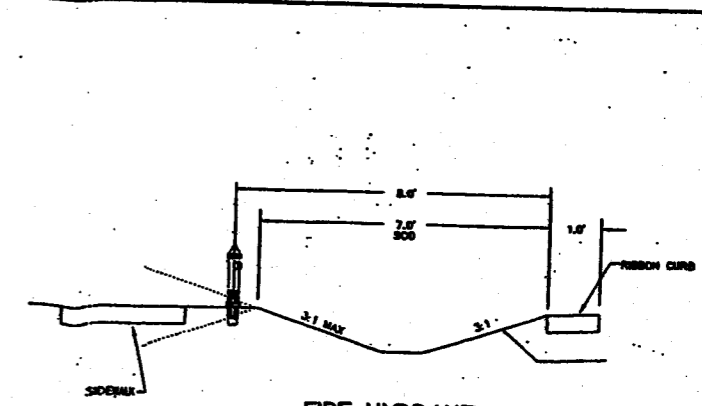
FIRE HYDRANT ASSEMBLY INSTALLATION DETAIL
N.T.S.



WATER SERVICE CONNECTION DETAIL
N.T.S.



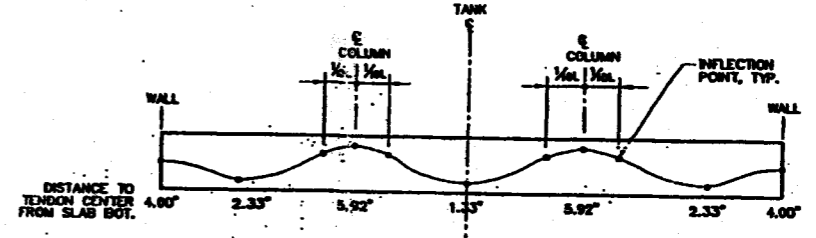
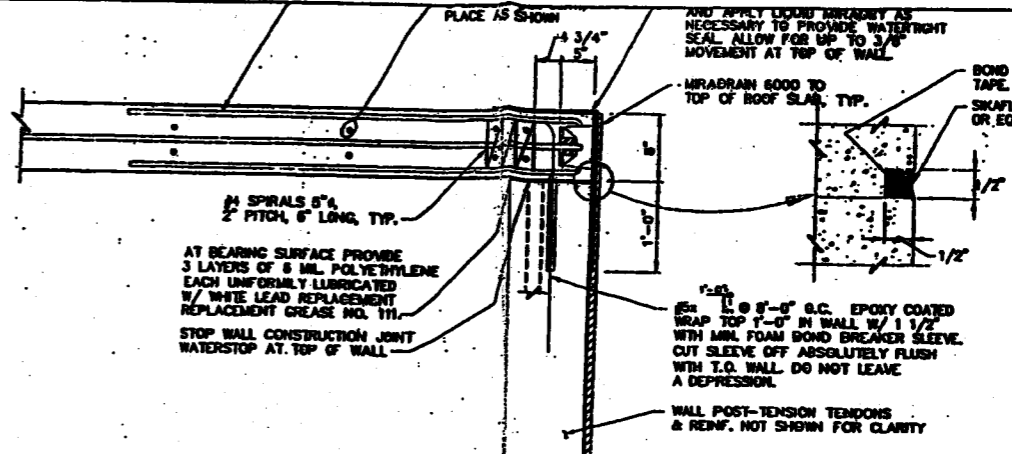
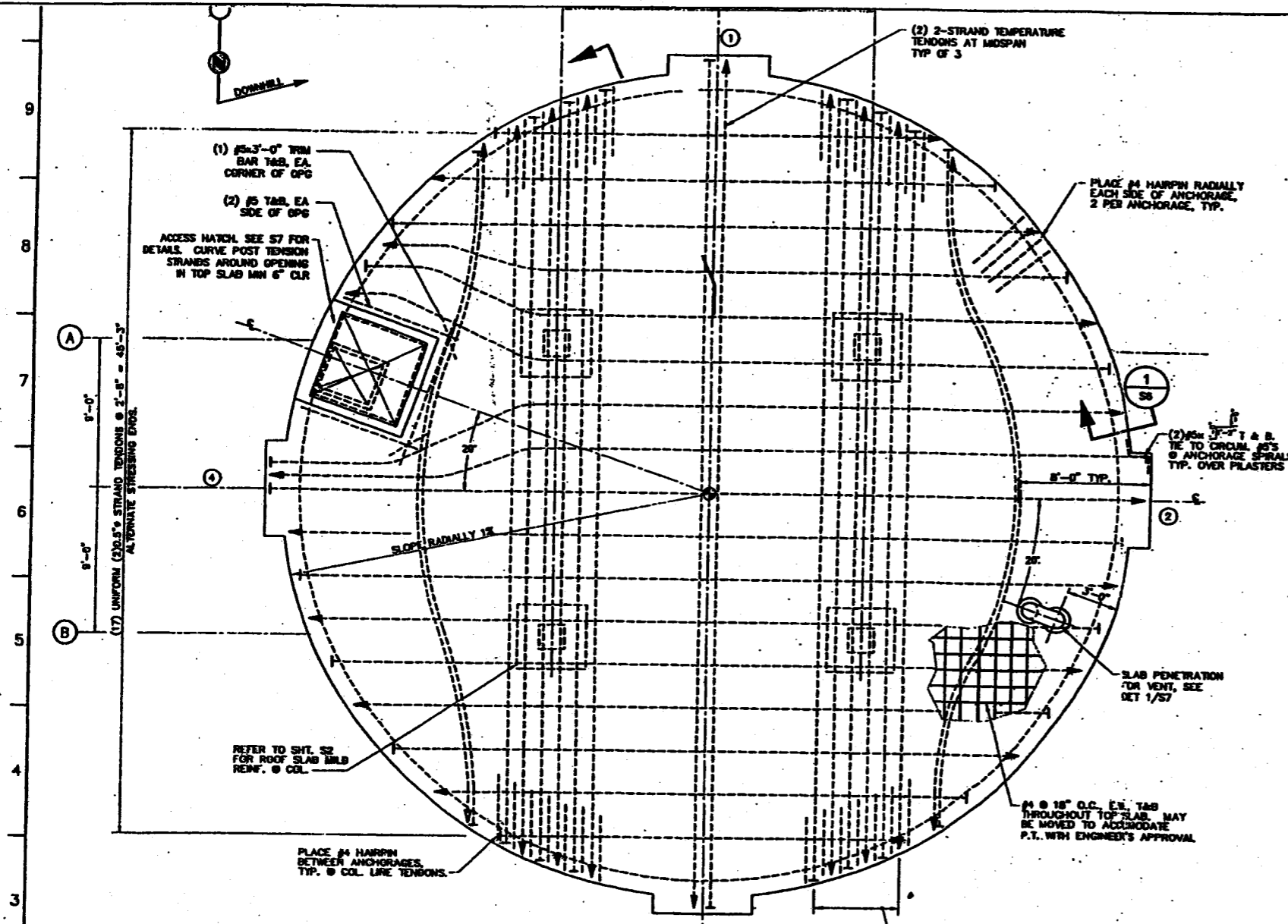
TRENCH CROSS SECTION
N.T.S.



FIRE HYDRANT SETTING DETAIL
N.T.S.

WATER LINE DETAILS

REVISION: WATER SERVICE, P.A.S., & SAMPLE TAP DETAILS
 DATE: 7/17/01
 BY: DT
 NO. 1
 DATE: 9/18/00
 FILE: WDET
 DES. JUN
 DR. HNS
 CK. CK
 DATE: 9/18/00
 FILE: WDET
 HIGH COUNTRY ENGINEERING, INC.
 933 COCKSCOMB DRIVE
 CLEVEDON, OHIO 43015
 PH: 513-785-3075 FAX: 513-785-3088
 PROJECT NO. 97042.05
 SHEET 67 OF 80



TYPICAL TENDON PROFILE SCHEDULE

- NOTES:
 1. AT TENDON/TENDON INTERSECTIONS, Banded tendons take precedence.
 2. DIMENSIONS AT S/S 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 $f'_c = 4800$ PSI, $f'_s = 4200$ PSI AND $\phi_u = 270,000$ PSI, ASTM A418 0.5" DIAMETER, LOW RELAXATION STRANDS.
2. POST-TENSIONING SYSTEM SHALL BE VSL TYPE SCG-4 ANCHORAGE WITH (2)0.5" DIAMETER BONDED STRANDS PER TENDON. TENDONS SHALL BE VSL VSLAB* POLYETHYLENE DUCT, 186mmx43mm. DESIGN BASED ON $k = 3,000$, $U = 0.14$, ANCHOR SET OF 1/4" AND LONG TERM LOSSES OF 25,000 PSI.
3. POST-TENSION SUPPLIER SHALL SUBMIT ON THE SHOP DRAWINGS THE SPECIFIED FORCES AND ELONGATIONS.
4. POST-TENSION SUPPLIER SHALL SUBMIT STRESSING RECORDS FOR REVIEW BY THE ENGINEER. STRAND ENDS SHALL NOT BE BURNED OFF UNWR STRESSING RECORDS ARE APPROVED BY THE ENGINEER.
5. THE 100% OF THE TENDON/TENDON AND TENDON/REINFORCEMENT INTERSECTIONS.
6. POST-TENSION SUPPLIER SHALL SUPERVISE INSTALLATION OF ALL P.T., CHAIRS AND MILD REINFORCEMENT.
7. 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)
FILE 17890
DRAWN JPC
DESIGNED SMH
CHECKED SMH
CHECKED

REVISIONS				
ZONE	REV.	DESCRIPTION	BY	DATE, APP.

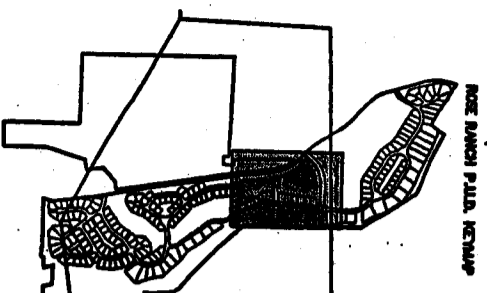
ROSE RANCH
 WATER STORAGE TANK

ROOF SLAB PLAN AND DETAILS

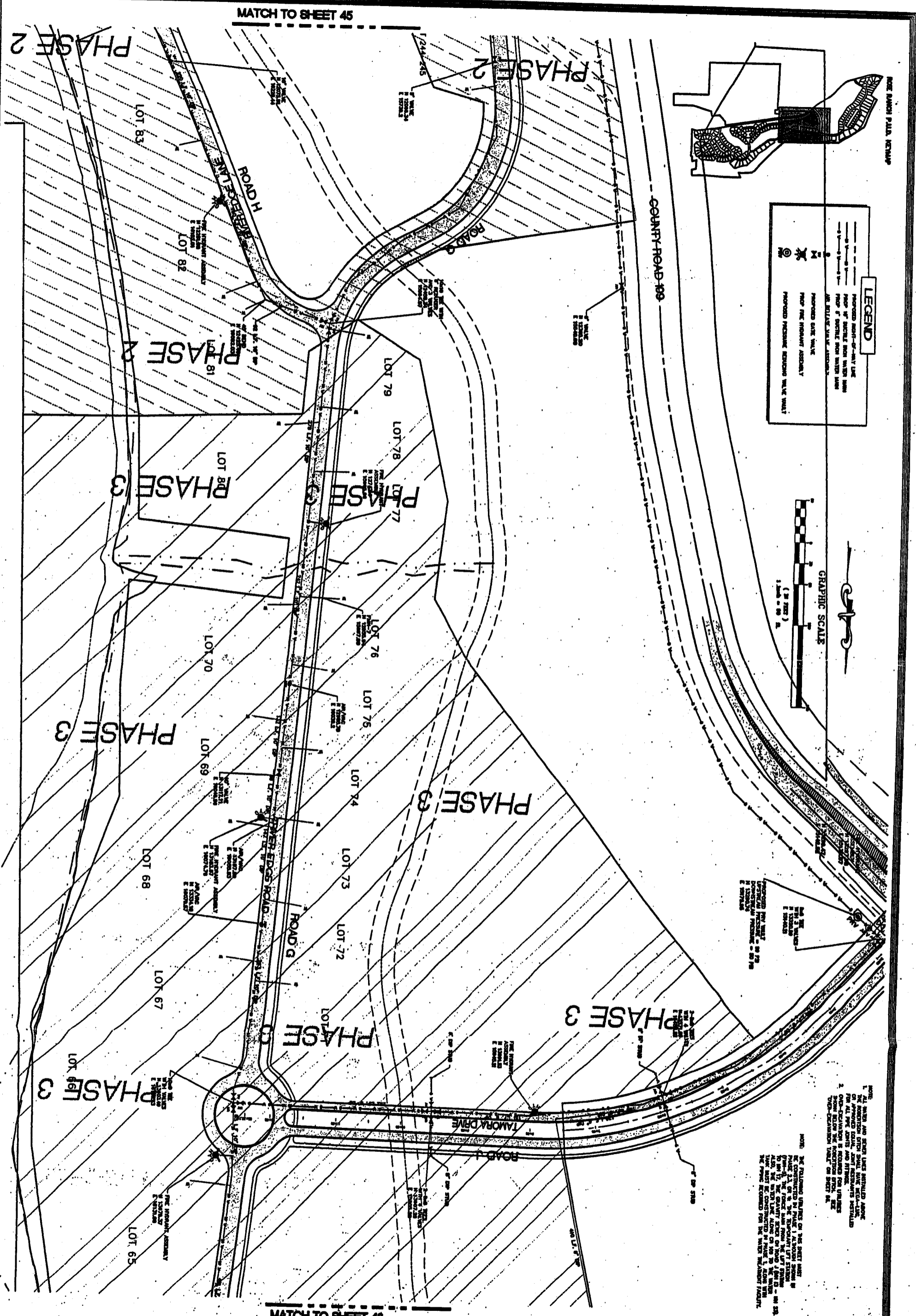
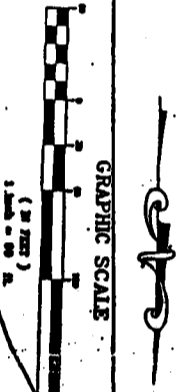
CADFILE 57890006
 DATE 08-02-99
 OPERATOR JChen
 DRAWING NUMBER
S6
 SHEET NUMBER

TLBLK

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



LEGEND	
	PROPOSED MAIN 8" LINE
	PROPOSED 6" LINE
	PROPOSED 4" LINE
	PROPOSED 3" LINE
	PROPOSED 2" LINE
	PROPOSED 1.5" LINE
	PROPOSED 1" LINE
	PROPOSED 0.75" LINE
	PROPOSED 0.5" LINE
	PROPOSED 0.25" LINE
	PROPOSED PRESSURE REDUCING VALVE (PRV)
	PROPOSED FIRE HYDRANT ASSEMBLY
	PROPOSED WATER METER ASSEMBLY



NOTE: THE FOLLOWING UTILITIES FOR THIS SHEET HAVE BEEN LOCATED BY THE ENGINEER AND SHOWN AS EXISTING. THE LOCATION OF THESE UTILITIES IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AND INTERVIEWS WITH LOCAL RESIDENTS AND BUSINESS OWNERS TO VERIFY THE LOCATION OF THESE UTILITIES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AND INTERVIEWS WITH LOCAL RESIDENTS AND BUSINESS OWNERS TO VERIFY THE LOCATION OF THESE UTILITIES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AND INTERVIEWS WITH LOCAL RESIDENTS AND BUSINESS OWNERS TO VERIFY THE LOCATION OF THESE UTILITIES.

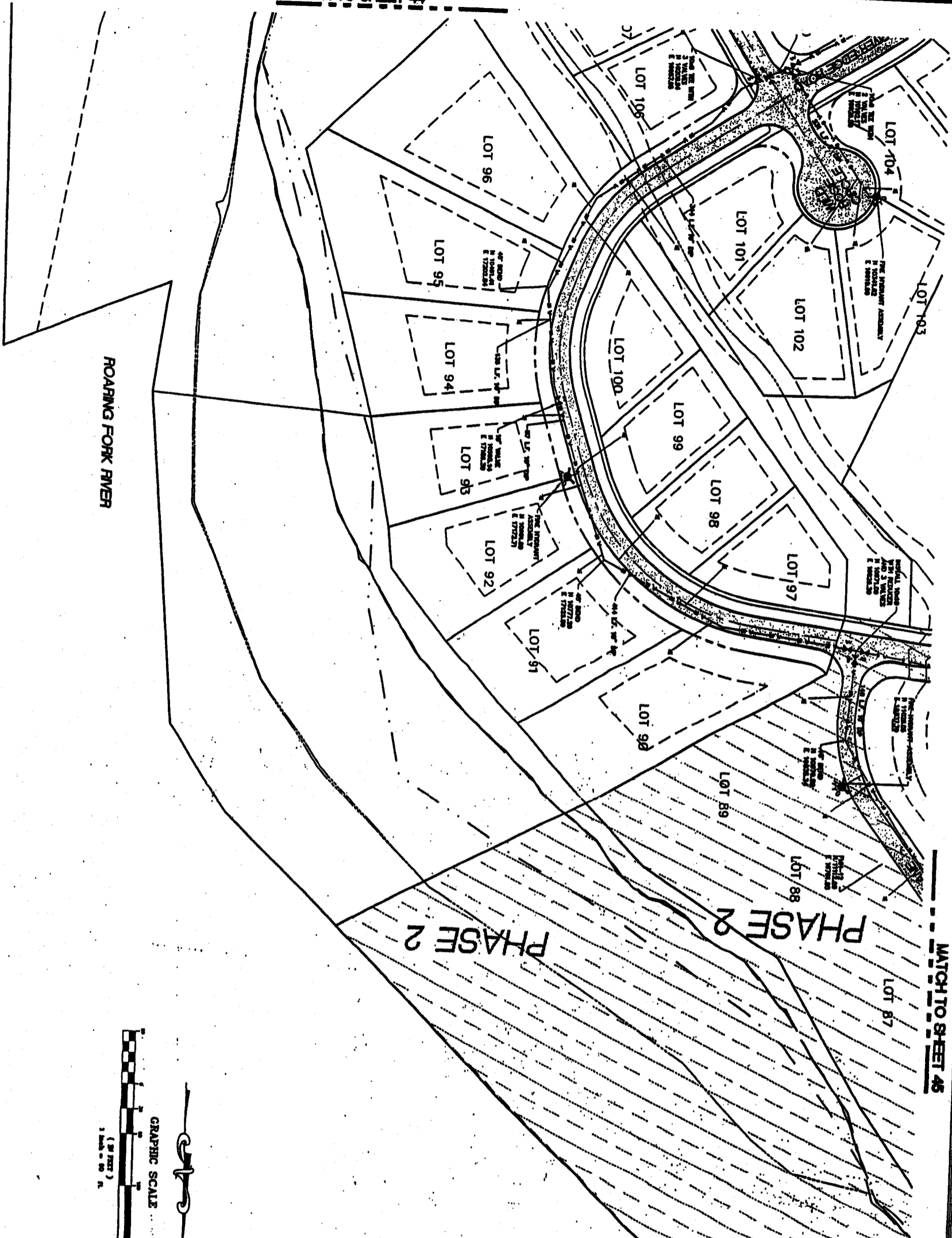
MATCH TO SHEET 45

MATCH TO SHEET 46

MASTER UTILITY PLAN

PROJECT NO. 9704205 SHEET 17 OF 20	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 GLENNWOOD SPRINGS, CO 81601 PH(970) 948-8876 FX(970) 948-2888	DES. EPT	NO.	DATE	REVISION	BY
	DR. HWS							
	CK. DRC							
	DATE 6-18-88							
	FILE: MU-01							

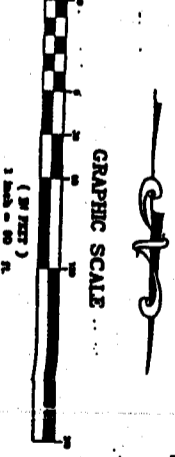
MATCH TO SHEET 44



MATCH TO SHEET 45

ROARING FORK RIVER

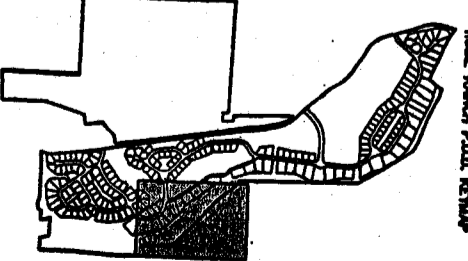
PHASE 2



LEGEND

	PROPOSED RIGHT-OF-WAY LINE
	PROPOSED 48" WATER MAIN
	PROPOSED 36" WATER MAIN
	PROPOSED 24" WATER MAIN
	PROPOSED 18" WATER MAIN
	PROPOSED 12" WATER MAIN
	PROPOSED 6" WATER MAIN
	PROPOSED 4" WATER MAIN
	PROPOSED 3" WATER MAIN
	PROPOSED 2" WATER MAIN
	PROPOSED 1.5" WATER MAIN
	PROPOSED 1" WATER MAIN
	PROPOSED 0.75" WATER MAIN
	PROPOSED 0.5" WATER MAIN
	PROPOSED 0.375" WATER MAIN
	PROPOSED 0.25" WATER MAIN
	PROPOSED 0.1875" WATER MAIN
	PROPOSED 0.125" WATER MAIN
	PROPOSED 0.0625" WATER MAIN
	PROPOSED 0.03125" WATER MAIN

NOTE: THE UTILITIES SHOWN ON THIS SHEET MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ROBE RANCH P.U.D. DEED AND THE ROBE RANCH P.U.D. MASTER WATERLINE UTILITY PLAN. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 48" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 24" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 18" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 12" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 6" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 4" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 3" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 2" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 1.5" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 1" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 0.75" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 0.5" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 0.375" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 0.25" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 0.1875" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 0.125" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 0.0625" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 0.03125" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.

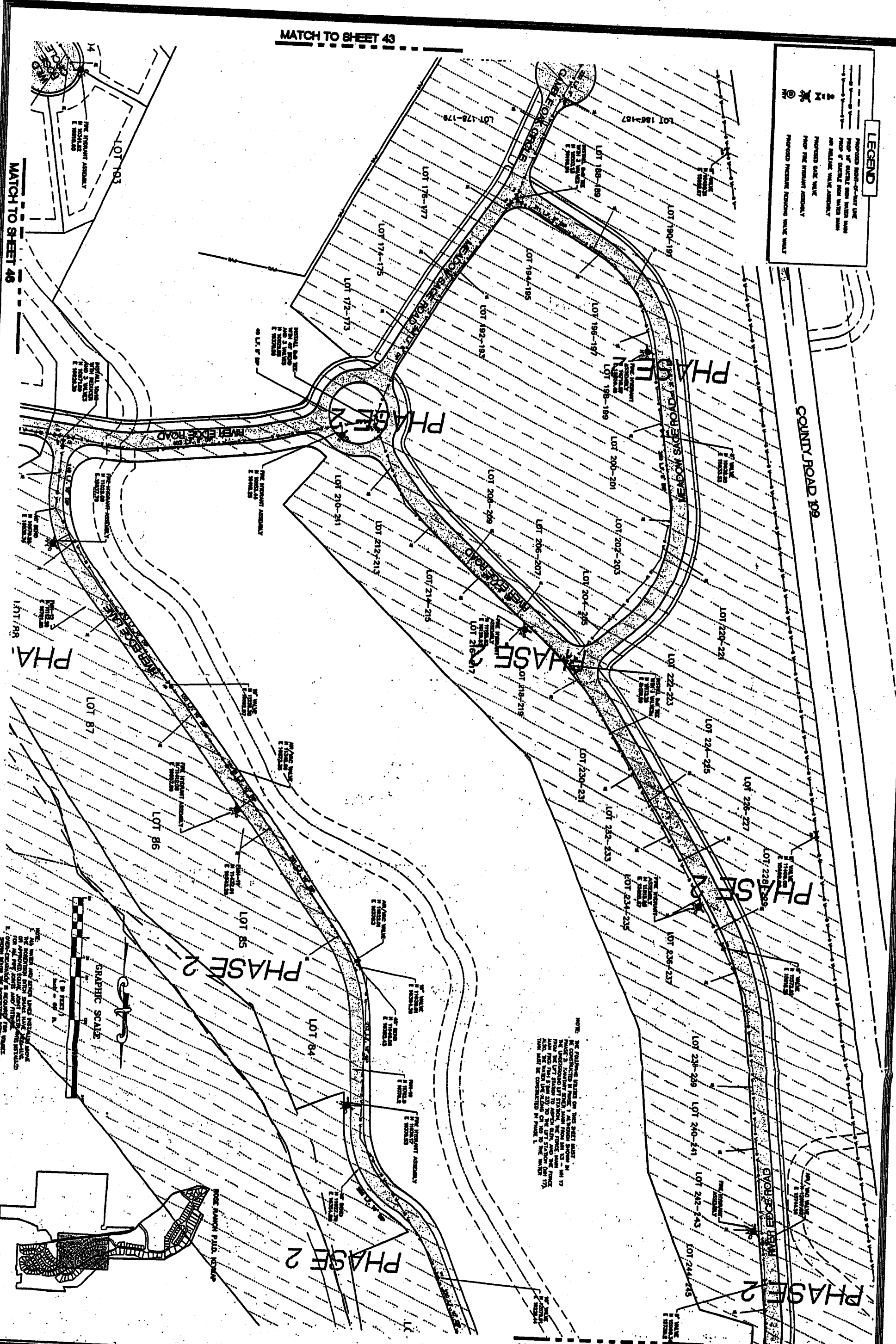


MASTER UTILITY PLAN

ROARING FORK INVESTMENTS, L.L.C. GARFIELD COUNTY, COLORADO	HIGH COUNTRY ENGINEERING, INC. 922 COOPER AVENUE GLENNWOOD SPRINGS, CO 81601 PH: (970) 845-8878 FX: (970) 845-2288	DES. EPT DR. HMB CK. DRC DATE 8-18-99 FILE: MU-01	NO. DATE	REVISION	BY
PROJECT NO. 97042.05					
SHEET 46 OF 50					

LEGEND

- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED WATER MAIN
- PROPOSED SANITARY MAIN
- PROPOSED GAS MAIN
- PROPOSED FIBER OPTIC MAIN
- PROPOSED POWER MAIN
- PROPOSED TELEPHONE MAIN
- PROPOSED CABLE TV MAIN
- PROPOSED SLOPE INDICATED BY VALUE
- PROPOSED ELEVATION INDICATED BY VALUE
- PROPOSED FINISH GRADE
- PROPOSED EXISTING GRADE
- PROPOSED EXISTING RIGHT-OF-WAY LINE
- PROPOSED EXISTING WATER MAIN
- PROPOSED EXISTING SANITARY MAIN
- PROPOSED EXISTING GAS MAIN
- PROPOSED EXISTING FIBER OPTIC MAIN
- PROPOSED EXISTING POWER MAIN
- PROPOSED EXISTING TELEPHONE MAIN
- PROPOSED EXISTING CABLE TV MAIN



NOTE: THE UTILITIES SHOWN ON THIS SHEET SHALL BE CONSTRUCTED IN PHASE 1, ALTHOUGH SHOWN IN PHASE 2. THE UTILITIES SHOWN IN PHASE 2 SHALL BE CONSTRUCTED IN PHASE 2. THE UTILITIES SHOWN IN PHASE 3 SHALL BE CONSTRUCTED IN PHASE 3. THE UTILITIES SHOWN IN PHASE 4 SHALL BE CONSTRUCTED IN PHASE 4. THE UTILITIES SHOWN IN PHASE 5 SHALL BE CONSTRUCTED IN PHASE 5. THE UTILITIES SHOWN IN PHASE 6 SHALL BE CONSTRUCTED IN PHASE 6.



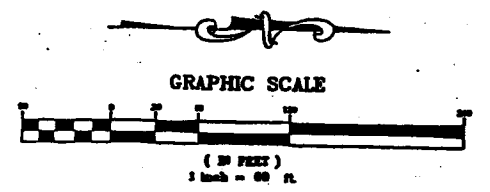
GRAPHIC SCALE
1" = 50'

MASTER UTILITY PLAN

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. 823 COOPER AVENUE CLEWOOD SPRINGS, CO 80601 PH.(970) 848-8876 FX.(970) 848-2888	DES. EPT	NO.	DATE	REVISION	BY
			DR. HMS				
			CK. DRG				
			DATE 8-18-99				
			FILE: MU-01				

LEGEND

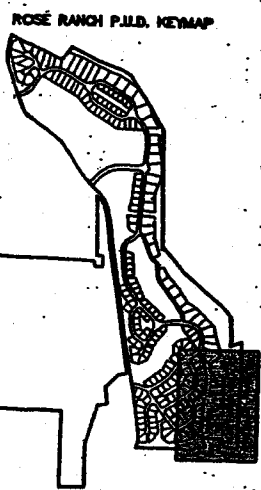
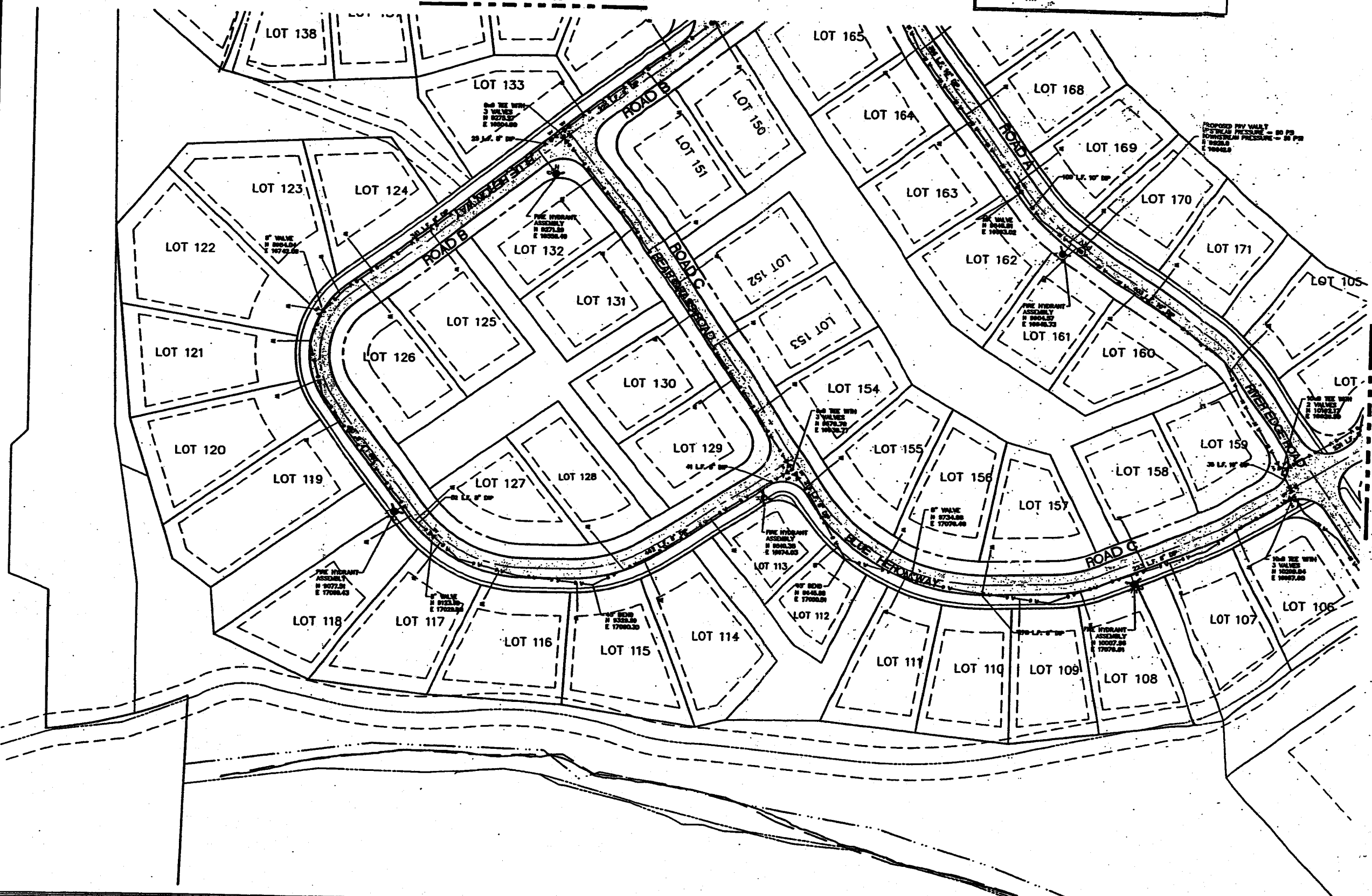
- PROPOSED RIGHT-OF-WAY LINE
- PROP 10" DUCTILE IRON WATER MAIN
- PROP 8" DUCTILE IRON WATER MAIN
- AIR RELEASE VALVE ASSEMBLY
- PROPOSED GATE VALVE
- PROP FIRE HYDRANT ASSEMBLY
- PROPOSED PRESSURE REDUCING VALVE WHAT



MATCH TO SHEET 43

MATCH TO SHEET 48

- NOTE:
- ALL WATER AND SEWER LINES INSTALLED ABOVE THE ROBERTSON DITCH SHALL HAVE MESA-LINK OR APPROVED EQUAL JOINT RESTRAINTS INSTALLED FOR ALL PIPE JOINTS AND FITTINGS.
 - OVER-EXCAVATION IS REQUIRED FOR UTILITIES SHOWN BELOW THE ROBERTSON DITCH. SEE "OVER-EXCAVATION TABLE" ON SHEET 48.



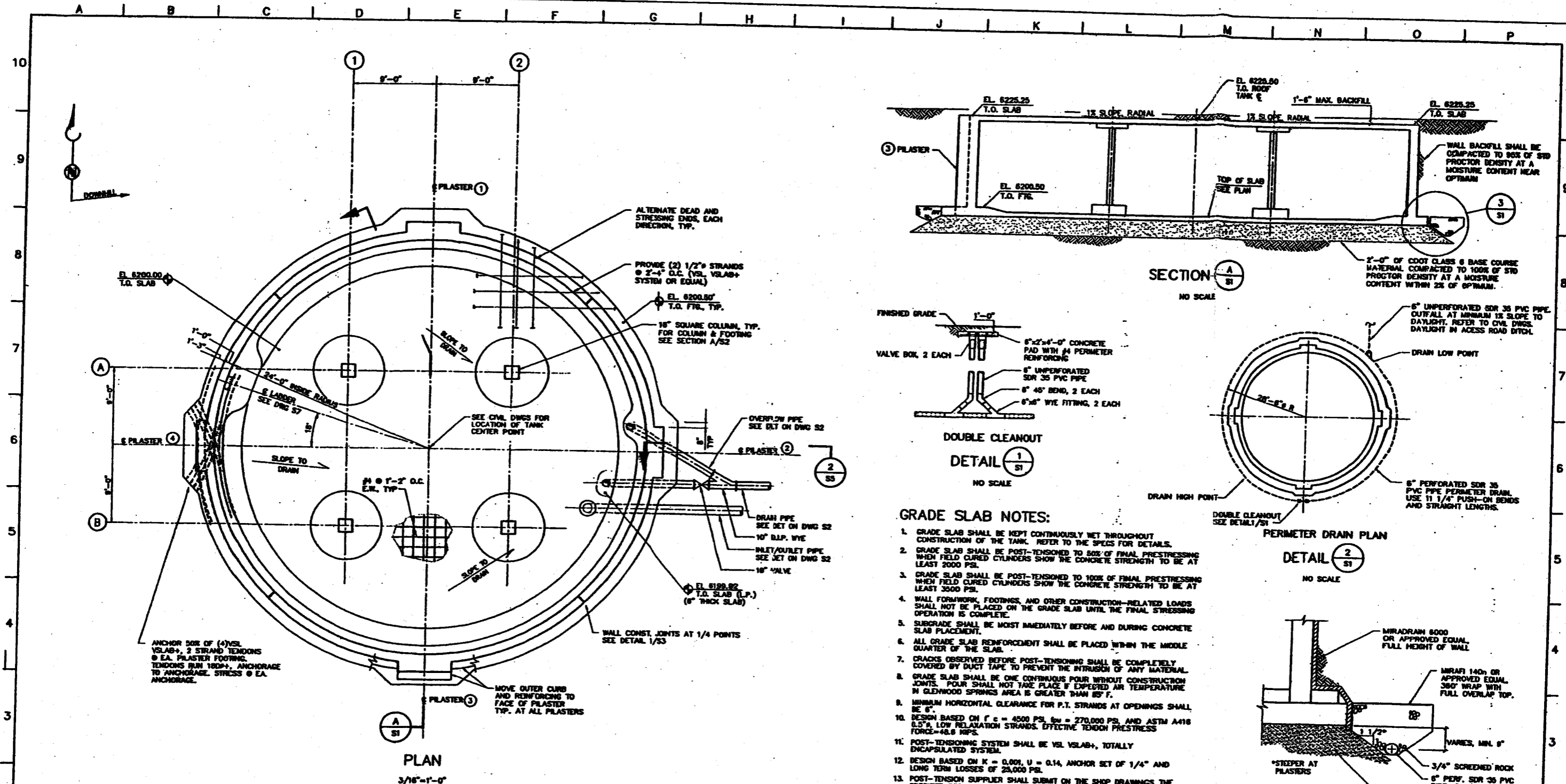
DES.	EPT.	NO.	DATE
DR.	DR.	CHK.	CHK.
DATE	DATE	FILE	FILE
8-18-98	8-18-98	WJ-01	WJ-01

HIGH COUNTRY ENGINEERING, INC.
1400 COOPER AVENUE
DENVER, CO 80202
PH: 303-755-1234

ROARING FORK INVESTMENTS, L.L.C.
GARFIELD COUNTY, COLORADO
ROSE RANCH P.U.D. PHASE 1
MASTER WATERLINE
UTILITY PLAN

PROJECT NO.
9704205

SHEET 44
OF 80



GRADE SLAB NOTES:

- GRADE SLAB SHALL BE KEPT CONTINUOUSLY WET THROUGHOUT CONSTRUCTION OF THE TANK. REFER TO THE SPECS FOR DETAILS.
- GRADE SLAB SHALL BE POST-TENSIONED TO 50% OF FINAL PRESTRESSING WHEN FIELD CURED CYLINDERS SHOW THE CONCRETE STRENGTH TO BE AT LEAST 3000 PSI.
- GRADE SLAB SHALL BE POST-TENSIONED TO 100% OF FINAL PRESTRESSING WHEN FIELD CURED CYLINDERS SHOW THE CONCRETE STRENGTH TO BE AT LEAST 3000 PSI.
- WALL FORMWORK, FOOTINGS, AND OTHER CONSTRUCTION-RELATED LOADS SHALL NOT BE PLACED ON THE GRADE SLAB UNTIL THE FINAL STRESSING OPERATION IS COMPLETE.
- SUBGRADE SHALL BE MOIST IMMEDIATELY BEFORE AND DURING CONCRETE SLAB PLACEMENT.
- ALL GRADE SLAB REINFORCEMENT SHALL BE PLACED WITHIN THE MIDDLE QUARTER OF THE SLAB.
- CRACKS OBSERVED BEFORE POST-TENSIONING SHALL BE COMPLETELY COVERED BY DUCT TAPE TO PREVENT THE INTRUSION OF ANY MATERIAL.
- 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.
- MINIMUM HORIZONTAL CLEARANCE FOR P.T. STRANDS AT OPENINGS SHALL BE 6".
- DESIGN BASED ON $f'c = 4500$ PSI, $f_y = 270,000$ PSI, AND ASTM A418 0.5% LOW RELAXATION STRANDS. EFFECTIVE TENDON PRESTRESS FORCE = 48.6 KIPS.
- POST-TENSIONING SYSTEM SHALL BE VSL VSLAB+, TOTALLY ENCAPSULATED SYSTEM.
- DESIGN BASED ON $k = 0.001$, $u = 0.14$, ANCHOR SET OF 1/4" AND LONG TERM LOSSES OF 25,000 PSI.
- POST-TENSION SUPPLIER SHALL SUBMIT ON THE SHOP DRAWINGS THE SPECIFIED FORCES AND ELONGATIONS.
- 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.
- BE 100% OF THE TENDON/TENDON AND TENDON/REINFORCEMENT INTERSECTIONS.
- POST-TENSION SUPPLIER SHALL INSTALL ALL P.T. CHAIRS AND MILD REINFORCEMENT WITH OWN PERSONNEL.
- GRADE SLAB SHALL HAVE A CONSTANT THICKNESS OF 6".
- GRADE SLAB DESIGN BASED ON MODULUS OF SUBGRADE REACTION OF 800 KCF/MINIMUM.
- FLOOR SLAB AND FOOTINGS WERE NOT DESIGNED FOR SINGLE HOLE DEVELOPMENT. OWNER ASSUMES RISK OF SINGLE HOLE DAMAGE.

BROWN AND CALDWELL
DENVER, COLORADO

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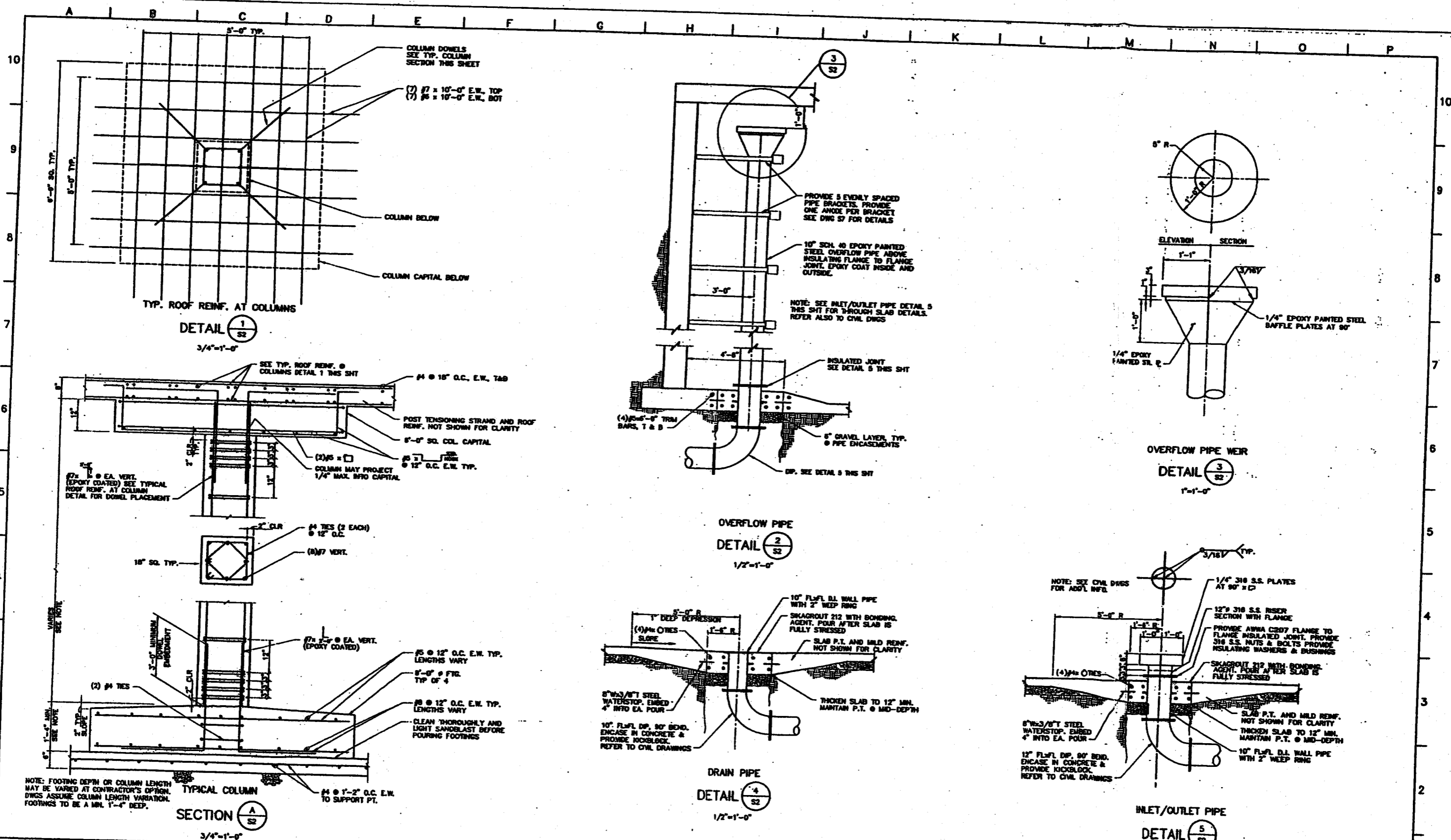
REVISIONS					
ZONE	REV.	DESCRIPTION	BY	DATE	APP.

ROSE RANCH WATER STORAGE TANK

FOUNDATION PLAN AND DETAILS

CADFILE 57890001
DATE 08-02-99
OPERATOR J.Chenbro
DRAWING NUMBER
S1
SHEET NUMBER

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



BROWN AND CALDWELL
DENVER, COLORADO

FILE 17890

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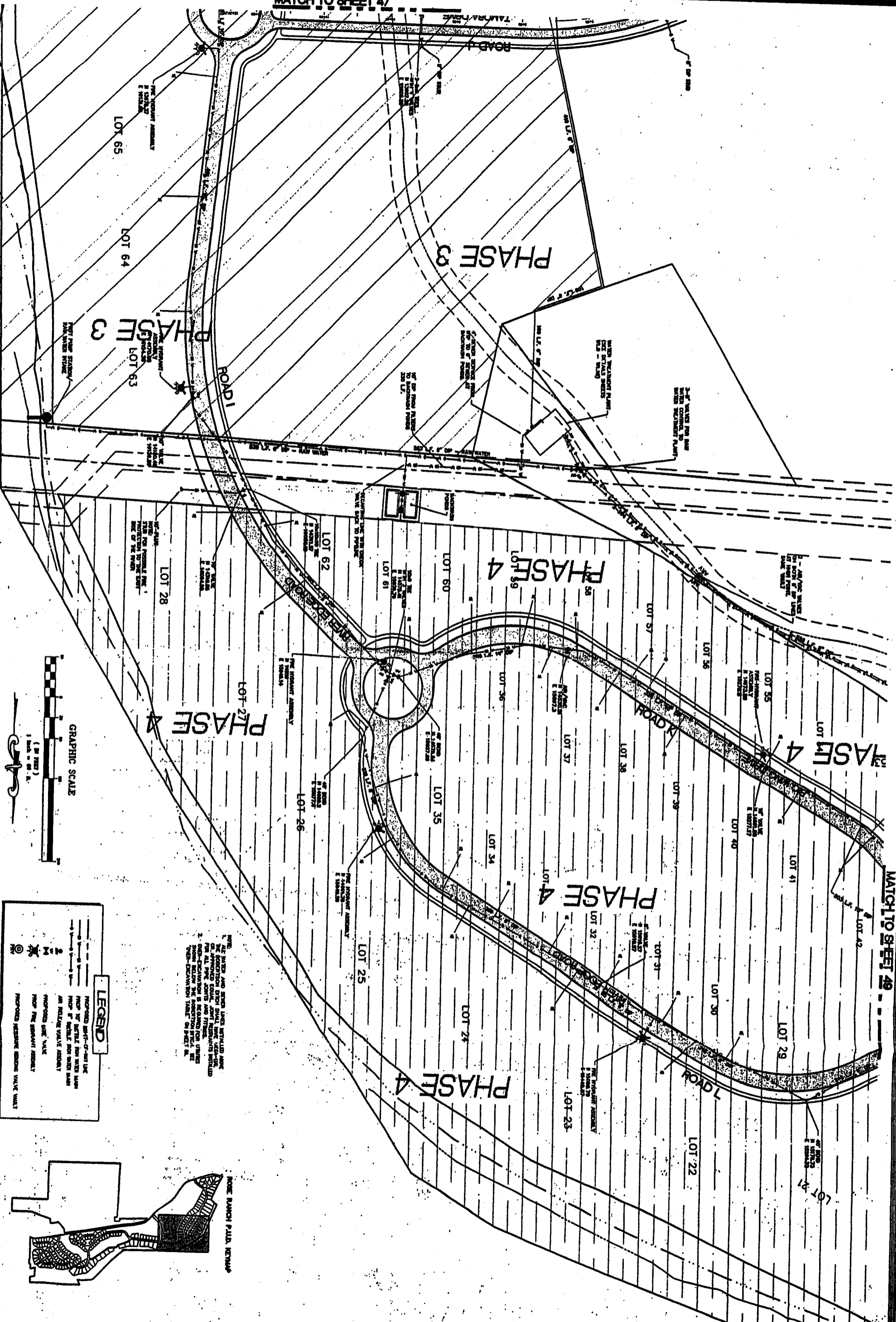
REVISIONS				
ZONE	REV.	DESCRIPTION	BY	DATE

ROSE RANCH
WATER STORAGE TANK

DETAILS

CADFILE 5785002
DATE 08-02-99
OPERATOR J. Cheesbrough
DRAWING NUMBER
S2
SHEET NUMBER

MATCH TO SHEET 47



MATCH TO SHEET 49

PHASE 3

PHASE 3

PHASE 4

PHASE 4

PHASE 4

PHASE 4

PHASE 4

LEGEND

NOTE: WATER AND SEWER LINES INSTALLED ABOVE THE EXISTING STORM DRAIN SHALL BE INSTALLED IN ALL PVC JOINTS AND FITTINGS. PROPOSED SEWER IS REQUIRED FOR LOTS 23-25. UNDER EXISTING WATER VALVE ON PLOT 24.

GRAPHIC SCALE

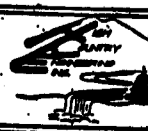
1" = 20' (AS SHOWN)

MASTER UTILITY PLAN

SHEET 24 OF 26

PROJECT NO. 9704205

ROARING FORK INVESTMENTS, L.L.C.
GARFIELD COUNTY, COLORADO
ROSE RANCH P.U.D. PHASE 1
MASTER WATERLINE
UTILITY PLAN



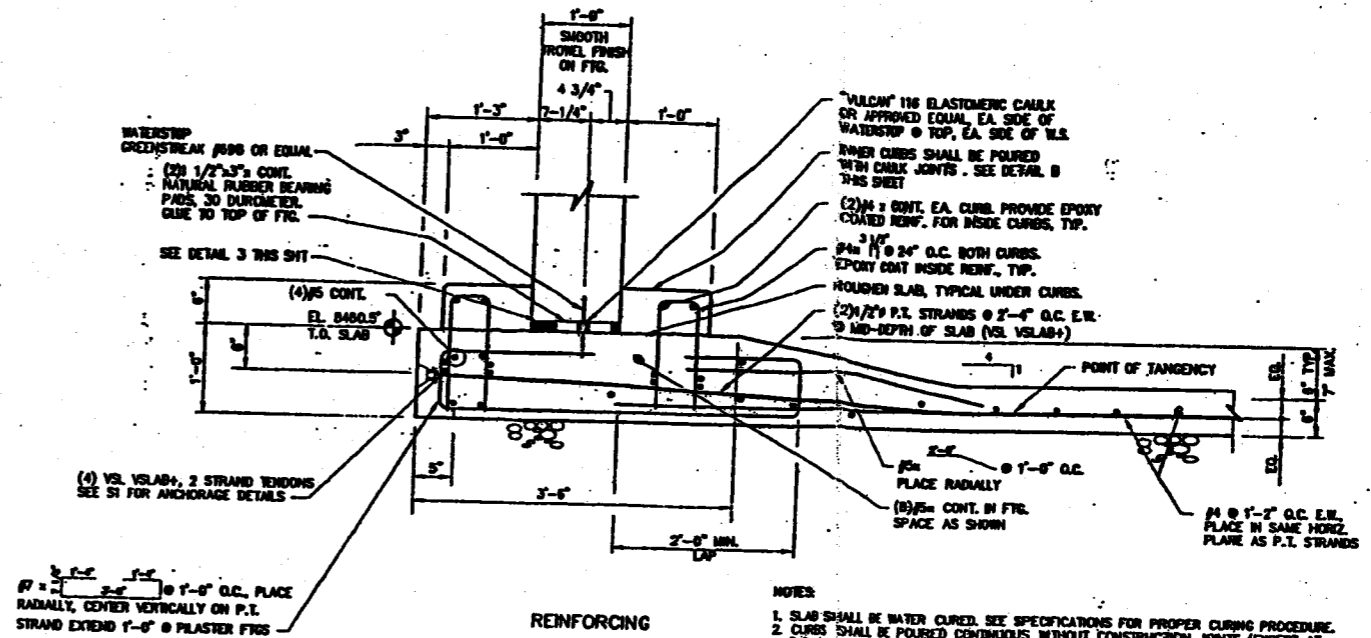
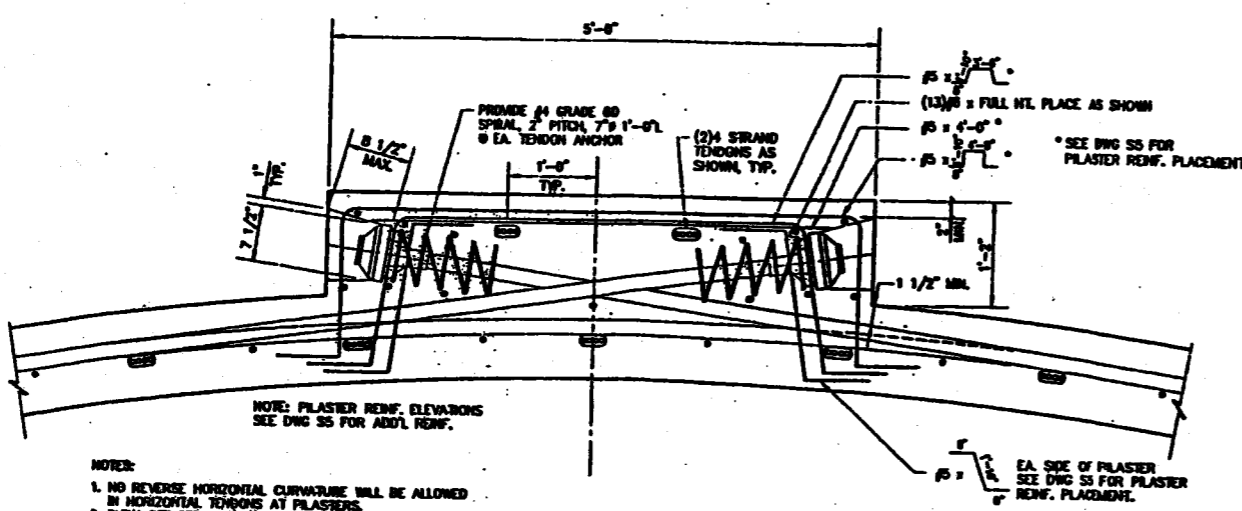
HIGH COUNTRY ENGINEERING, INC.
828 COOPER AVENUE
GLENWOOD SPRINGS, CO 81601
PH: (970) 645-9970 FAX: (970) 645-9988

DES. EPT
DR. HMS
CK. DRC
DATE 8-18-98
FILE: MU-01

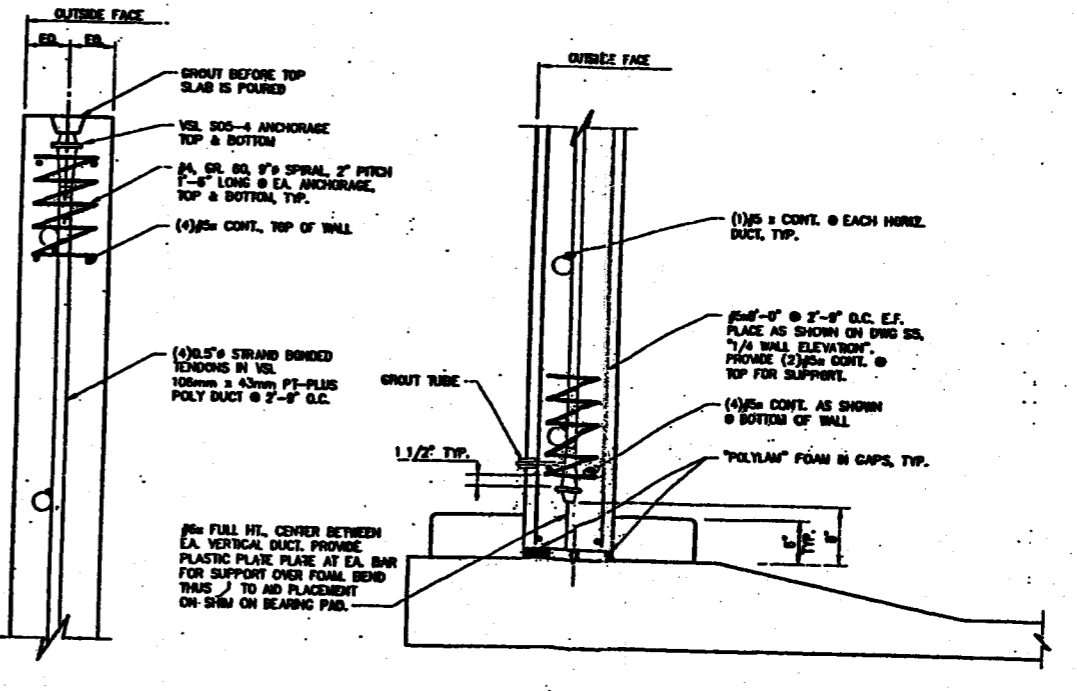
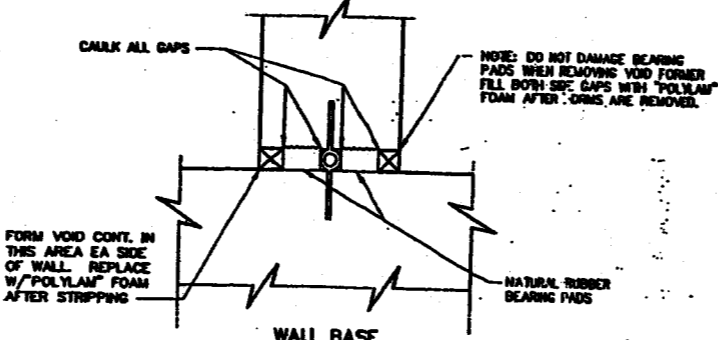
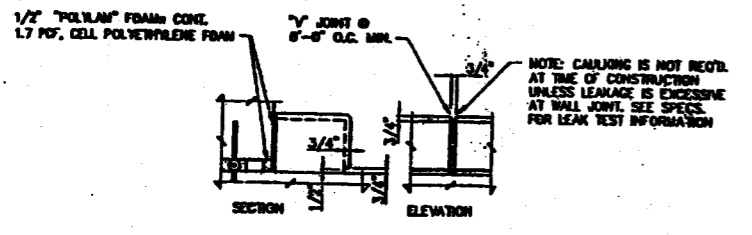
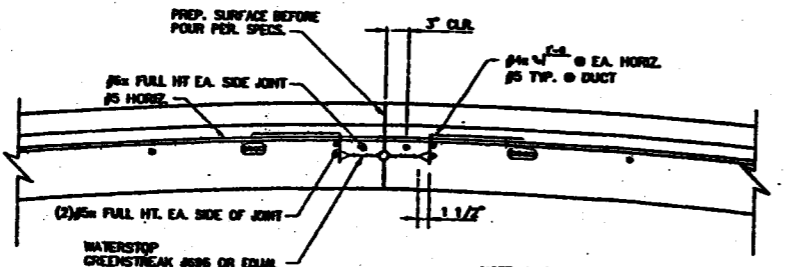
NO.	DATE	REVISION	BY

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

10 9 8 7 6 5 4 3 2 1



- NOTES:
1. SLAB SHALL BE WATER CURED. SEE SPECIFICATIONS FOR PROPER CURING PROCEDURE.
 2. CURBS SHALL BE POURED CONTINUOUS WITHOUT CONSTRUCTION JOINTS (EXCEPT AT "Y" 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-3000, TYPE AA-320, 30 DURAMETER. PADS SHALL BE FIELD JOINTED @ 100% INTERVALS. JOINTS SHALL BE CUT @ 45° AND BONDED WITH "CONTE" OR "PANG" ADHESIVE AND SHALL BE WATERPROOF.



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

BROWN AND CALDWELL
DENVER, COLORADO

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

FILE 17890

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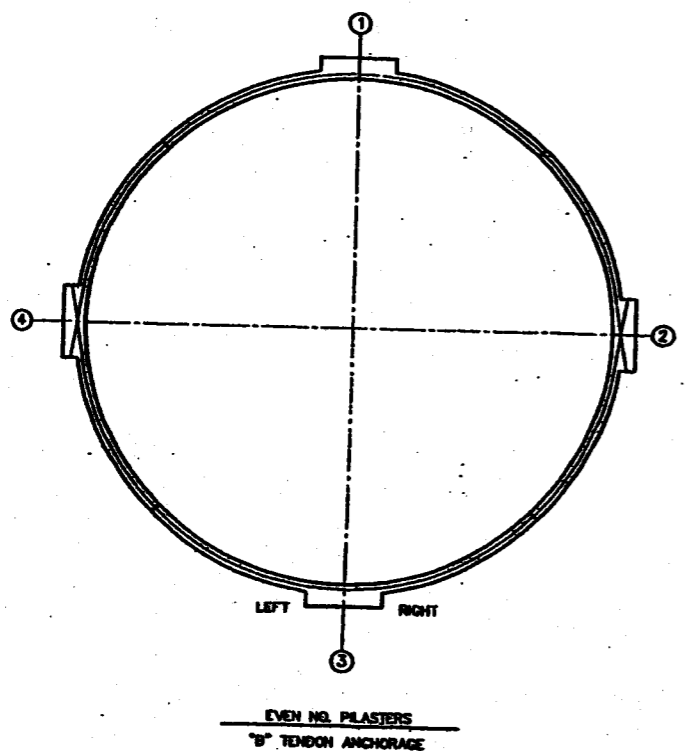
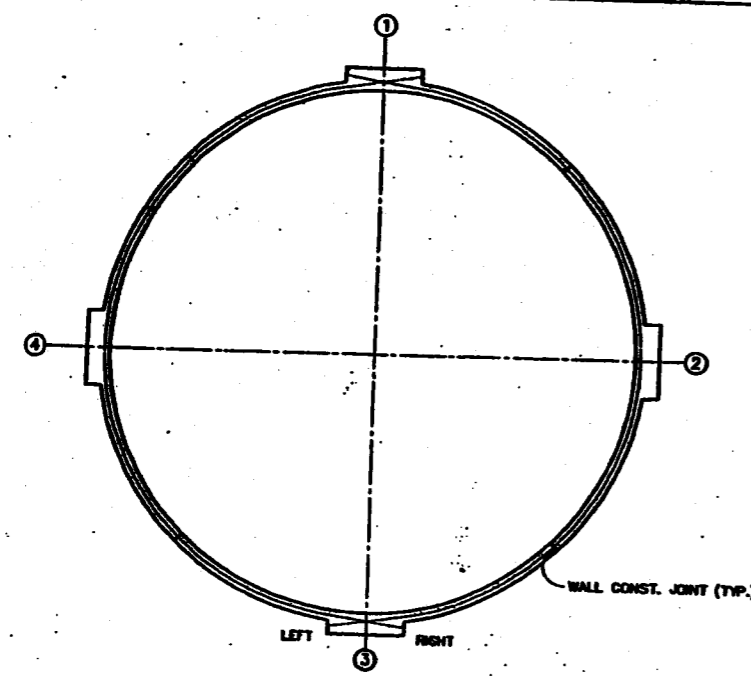
REVISIONS				
ZONE	REV.	DESCRIPTION	BY	DATE

ROSE RANCH
WATER STORAGE TANK

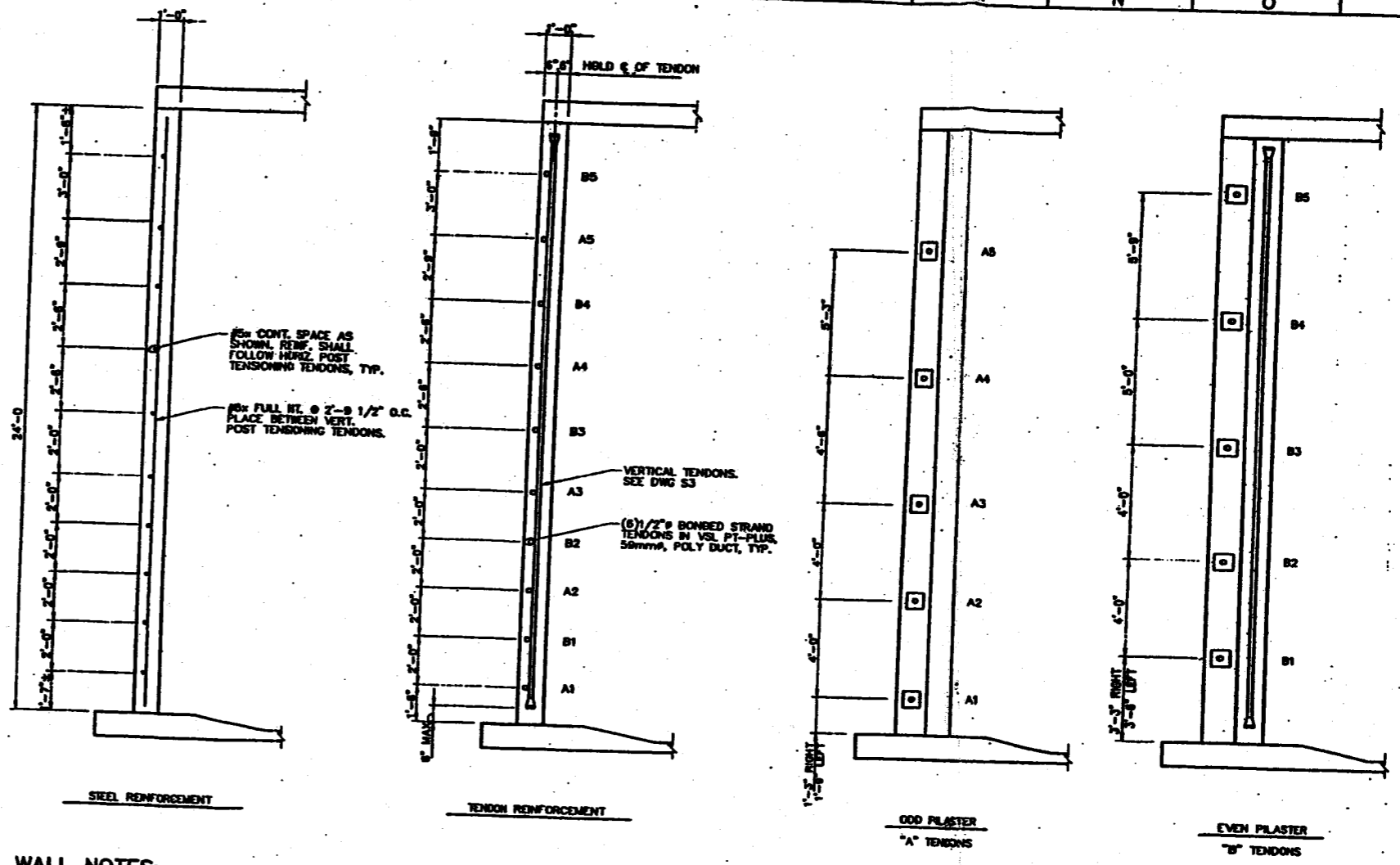
WALL AND PILASTER DETAILS

CADFILE 5780003
DATE 06-28-99
OPERATOR Tredor
DRAWING NUMBER
S3
SHEET NUMBER

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



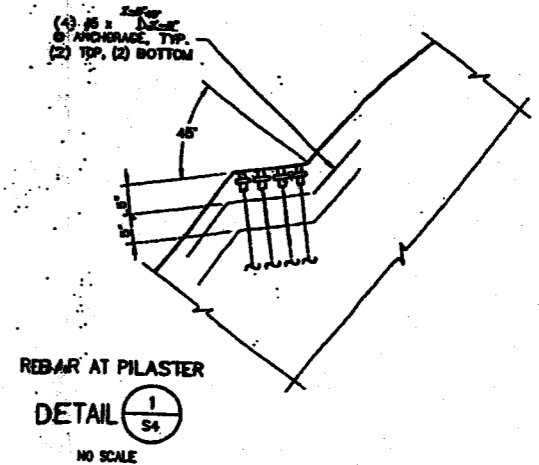
PILASTER ANCHORAGE PLAN
NO SCALE



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

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 EDGOLD CHEMICAL COMPANY "FLOURE" OR APPROVED EQUAL.
- DESIGN BASED ON $f_c = 4500$ PSI, $f_{ps} = 270,000$ PSI, AND ASTM A416 Q3 DIAMETER LOW RELAXATION STRANDS.
- HORIZONTAL POST-TENSIONING SYSTEM SHALL BE AS FOLLOWS:
ANCHORAGE: VSL BS-4
TENDON DUCT: VSL P1-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=150 KIPS.
- VERTICAL POST-TENSIONING SYSTEM SHALL BE AS FOLLOWS:
ANCHORAGE: VSL S08-4
TENDON DUCT: VSL P1-PLUS POLYETHYLENE DUCT, 106mm x13mm.
TENDON: (4) 0.5" 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 SPECIFIED 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.
- BE 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 MLD REINFORCEMENT WITH OWN PERSONNEL.



BROWN AND CALDWELL
DENVER, COLORADO

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

FILE 17890

DRAWN JPC
DESIGNED SWH
CHECKED SWH
CHECKED

SUBMITTED: PROJECT ENGINEER DATE:
APPROVED: DESIGN AND DRAFTER DATE:
APPROVED: DATE:

REVISIONS					
ZONE	REV.	DESCRIPTION	BY	DATE	APP.

ROSE RANCH
WATER STORAGE TANK

WALL SECTIONS AND
PILASTER ANCHORAGE PLAN

CADFILE 57890004
DATE 06-08-98
OPERATOR J.Caldwell
DRAWING NUMBER
S4
SHEET NUMBER

Exhibit H
(Oversizing Costs)

ROSE RANCH P.U.D.
COST ANALYSIS FOR OVERSIZING WATER MAINS

March 27, 2002

HCE JOB NO: 97042.10

*k:\qprodata\file\97\97042\Water-oversize

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
 is not a part of this development.



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

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 (VDWCD) 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**

Month	Consumptive Demands Ac-Ft						Replacement Credits Ac-Ft				
	Potable System		Raw Water System				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	Demand Total					
(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.

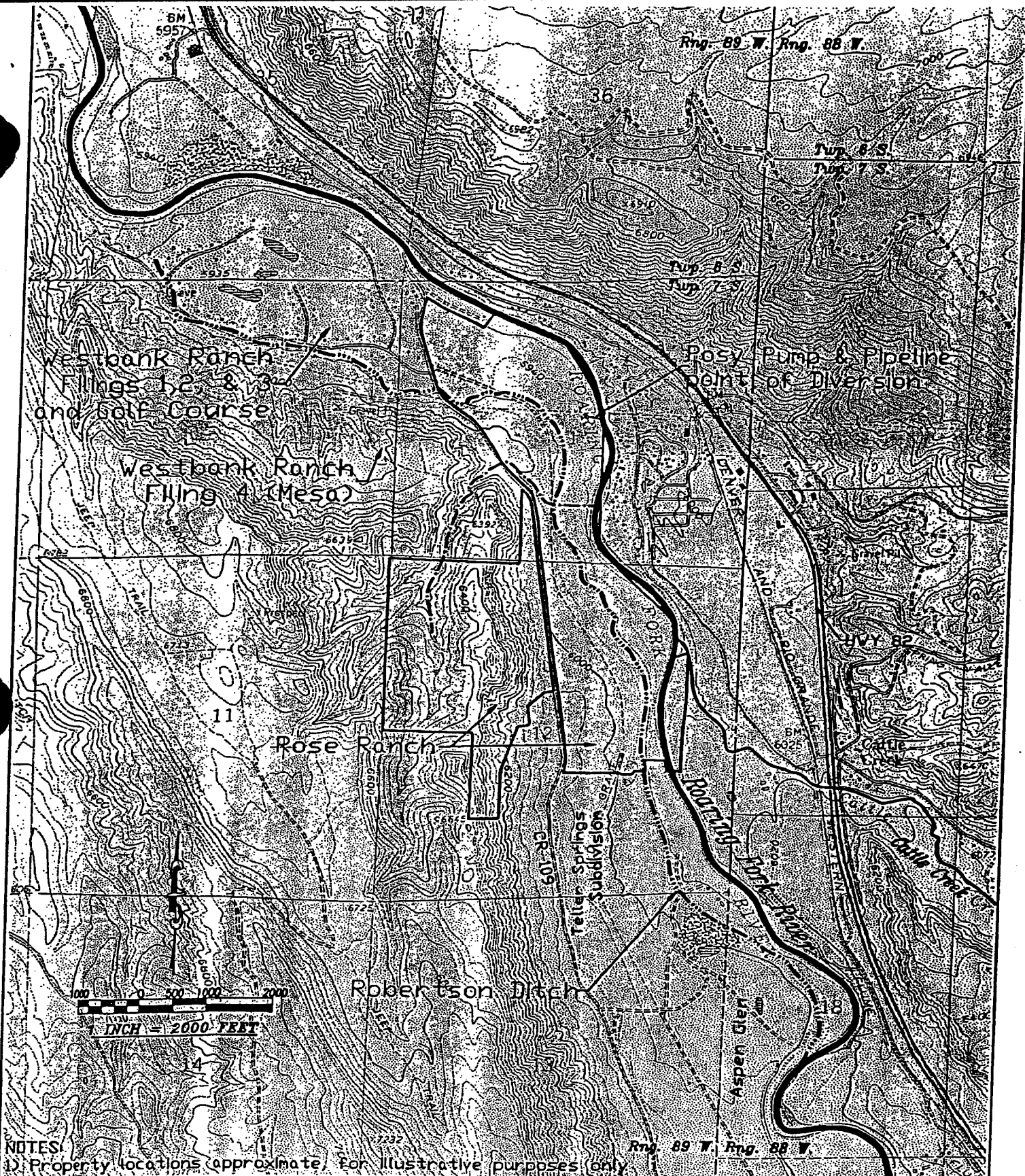

Christopher Manera, P. E.


Thomas A. Zancanella, P.E.

Encl

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

L:\97409suplyrpt.wpd



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	CHECK BY:	APP'D BY: TAZ
PLAN NO. D: Imogenlee 97409\Figure1		



ZANCANELLA AND ASSOCIATES, INC.
 ENGINEERING CONSULTANTS
 POST OFFICE BOX 1908 - 1000 COOPER AVENUE
 GLENWOOD SPRING, COLORADO 81602 (303) 848-8700

PROJECT: 97409

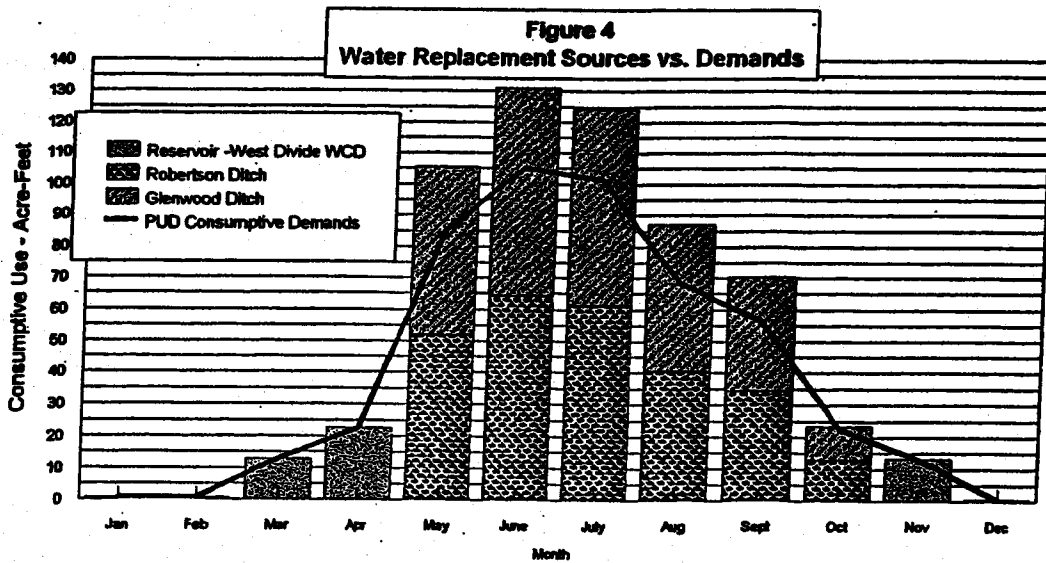
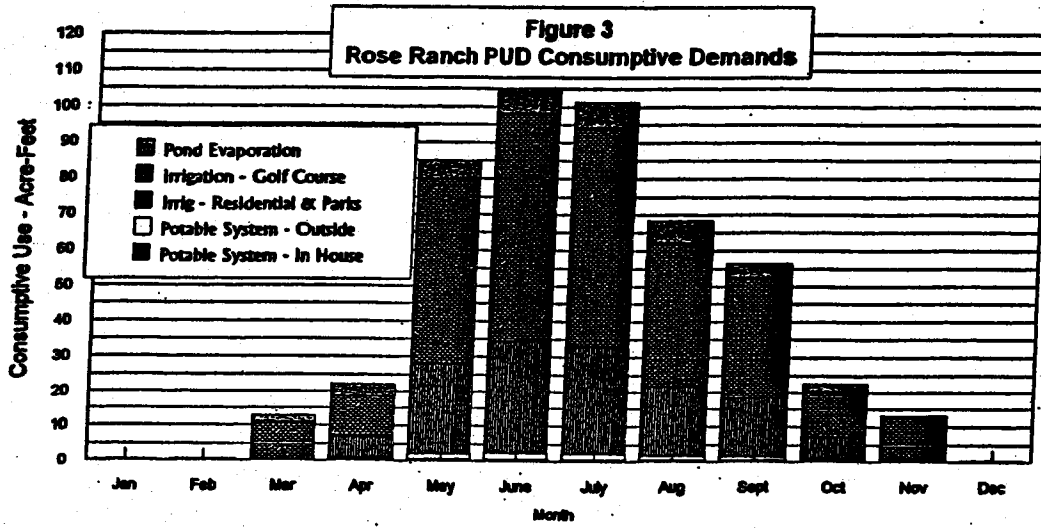
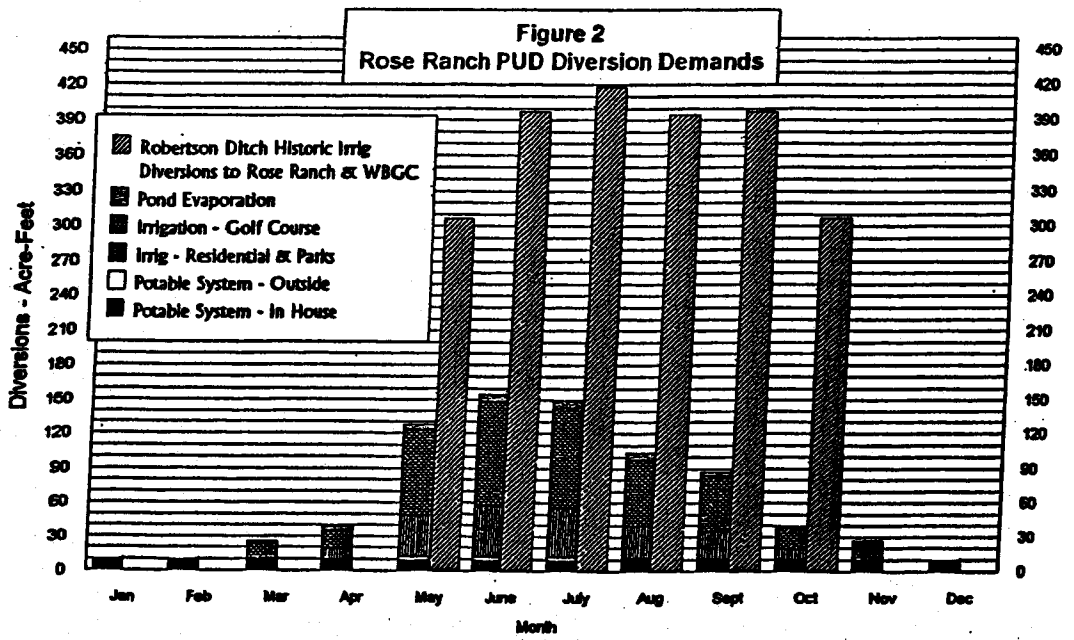


Table 1
Rose Ranch PUD - Water Use

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 Irig 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 Irig reqmnt (CIR)	2.30 ft		
Crop Irig reqmnt (CIR)	2.13 ft	Pond Surface Area	15.00 acres		
		Annual Net Evaporation	2.57 ft		

	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	0.5	0.01	
Feb	8.5	0.0	0.0	0.0	0.0	8.5	0.2	0.4	0.0	0.0	0.0	0.6	0.01	
March	9.4	0.0	0.0	0.0	0.2	9.6	0.2	0.5	0.0	0.0	0.0	12.7	0.21	
April	9.1	0.5	8.7	16.7	1.8	36.8	0.4	0.5	0.0	0.0	10.4	22.4	0.38	
May	9.4	2.2	36.9	74.3	3.8	127.9	0.7	0.5	0.4	6.1	11.7	84.9	1.38	
June	9.1	2.7	45.7	91.0	5.1	155.5	2.1	0.5	1.5	25.8	52.0	105.1	1.77	
July	9.4	2.6	43.8	87.3	7.2	150.3	2.4	0.5	1.9	32.0	63.7	101.3	1.65	
August	9.4	1.7	28.8	57.6	6.5	104.0	1.7	0.5	1.8	30.7	61.1	68.6	1.12	
Sept	9.1	1.4	24.5	48.3	4.2	87.5	1.5	0.5	1.2	20.2	40.3	56.6	0.95	
Oct	9.4	0.5	9.1	18.6	2.3	40.0	0.7	0.5	1.0	17.1	33.8	22.6	0.37	
Nov	9.1	0.0	0.0	17.6	0.2	27.0	0.5	0.5	0.4	6.4	13.0	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	12.4	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	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	RFI 1/	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		
Glenwood Ditch	2.00	0.10	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	18.00	0.88	ID	08/25/1936	11/18/1901	30941.19	1338,96CW319	
Subtotal	50.00	2.45					3082,96CW319	
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	IMDNP	21356	21030	39291	4613,W789-76	West Divide WCD contract for 51 AF
Posy Pump & Pipeline	7.500	7.500	IDSCF	(pending)	(pending)	(pending)		
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
							97CW236	Pending application
Rose Ranch Pond 1	1.88 AF	1.88 AF	AFTR	(pending)	(pending)	(pending)		
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
							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.

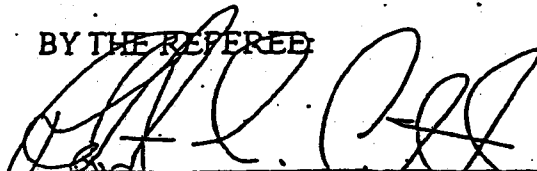
Water Division No. 5
Case No. 96CW319
Glenwood Irrigation Company
Findings of Fact, Ruling of Referee and Decree of Court
Page 4

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 12-03-97~~
J. M. Allen
County Clerk, Water Div. No. 5
Balcomb Leavenworth
Patrick

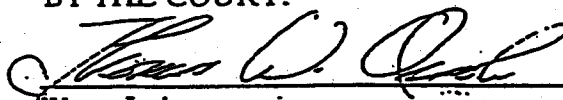
BY THE REFEREE:


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 # 970923RPI(a)
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 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 take 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.

Case No. 19-041-36

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 $68^{\circ}32'26''$ 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 $68^{\circ}38'35''$ 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 $61^{\circ}29'50''$ 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 $55^{\circ}46'21''$ 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 $51^{\circ}32'04''$ 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 $48^{\circ}13'39''$ 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 $37^{\circ}06'53''$ 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

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

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,

Change of Water Rights, and Approval of Plan for Augmentation

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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.

David G. Larkin
NOTARY PUBLIC

My commission expires:

Address:

BIP
Glenw
My Commission Expires: 10-7-2001

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	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, Evap, & 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					
Feb	0.8	0.0	0.0	0.0	0.9			
Mar	0.9	0.0	0.2	0.0	1.0	0.0		0.9
Apr	0.9	0.6	2.5	9.0	12.4	0.0		1.0
May	0.9	2.5	5.0	16.1	22.6	0.0		12.4
June	0.9	3.1	6.8		10.2	0.0		22.6
July	0.9	3.0	9.4		13.4	22.3	12.1	0.0
Aug	0.9	2.0	9.7		13.6	28.8	15.4	0.0
Sept	0.9	1.7	8.7		11.6	26.3	12.7	0.0
Oct	0.9	0.6	5.6		8.2	22.6	11.0	0.0
Nov	0.9	0.0	3.1	1.7	6.3	16.0	7.8	0.0
Dec	0.9	0.0	0.3	10.0	11.2	4.6		0.0
			0.0	0.0	0.9	0.0		1.7
Total	10.7	13.5	51.3	36.8	112.3	0.0		11.2
						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.

10/20/97 09:53 AM

623

DISTRICT COURT, GARFIELD COUNTY, COLORADO

Court Address:
Garfield County Courthouse
109 8th Street, Suite 104
Glenwood Springs, CO 81601
Ph: (970) 945-3862

In Re: THE ORGANIZATION OF THE ROARING
FORK WATER & SANITATION DISTRICT

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

493
30/1

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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

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~~ at the 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 3-25-03
JAMES C. BRADFORD Clerk
By [Signature] 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)



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

AUG 11 2003

GARFIELD COUNTY August 6, 2003
BUILDING & PLANNING

www.water.state.co.us

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 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,

A handwritten signature in black ink that reads "Dick Wolfe". The signature is written in a cursive style with a large, stylized initial "D".

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 Laboratories, Inc.
 36400 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: *L4690-02*
 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 C.L.C. 2/90)

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

Resource Engineering
 909 Colorado Ave.
 Glenwood Springs, CO 81601

Att: John Currier

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

Matrix: water

Radiochemistry

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

Remarks:

Inorganic Qualifiers (based on EPA OLP 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

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
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 # 303 879-6390
DATE RECEIVED IN LABORATORY 2/15/95 DATE ANALYZED * 1 1
COMMENTS * Analyzer data vary

PARAMETER	(mg/l) RESULT	(mg/l) MCL	EPA METHOD	(mg/l) Lab MDL
ANTIMONY	<u>BDL</u>	0.005	<u>207.2</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>350.5c</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, "Monitoring Requirement Only"
H = Holding time has been exceeded

Rachel V. Pouchen Vice Pres 3/10/95
Reviewed & Approved by Title Date

Colorado Department of Public Health and Environment - Drinking Water Section REPORTING FORM FOR NITRATE/NITRITE as 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: CLARIFIELD DATE COLLECTED: 2.14.95
 SYSTEM/ESTABLISHMENT NAME: RESOURCE ENG, INC.
 SYSTEM ADDRESS: 909 Colorado Ave, Glenwood Springs, CO 81606
 CONTACT PERSON: JOHN CURRIER PHONE: 303 945-6777
 SAMPLE COLLECTED BY: JOHN CURRIER TIME COLLECTED: 9:30 am
 WATER TYPE: RAW or CHLORINATED or OTHER TREATMENT

SOURCE(S):

LOCATION(S): - Address

SAMPLE POINT(S):

A-6 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 # 13031879-6590
 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>BDL</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. Paban

Vice Pres

3, 10, 1995

Reviewed & Approved by

Title

Date

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

CDH WCCD WCCC

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 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: ASPEN 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
For Laboratory Use Only Below This Line

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 5 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. Palmer Title: Vice Pres. Date: 3/10/95

ACZ Laboratories, Inc

VOLATILE ORGANICS ANALYSIS REPORT

Client:	Resource Engineering, Inc.	Lab Sample ID:	L4690-02
Client Project No:	AG Well No. 4	Lab File ID:	C5312
Sample ID:	Trip Blank	Date Received:	2/15/85
Matrix:	Water	Date Analyzed:	2/24/85
Sample Date:	2/14/85	Dilution Factor:	1
Report Date:	2/27/85		

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
108-88-1	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
98-06-6	tert-Butylbenzene		1	U
58-23-5	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
106-83-4	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
563-58-6	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 GOMS Concentration Units: ug/L

CAS NO.	COMPOUND	CONCENTRATION	MDL	Q
100-41-4	Ethylbenzene		1	U
87-68-3	Hexachlorobutadiene		1	U
88-82-8	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
79-00-5	1,1,2-Trichloroethane		1	U
79-01-6	Trichloroethylene		1	U
75-69-4	Trichlorofluoromethane		1	U
96-18-4	1,2,3-Trichloropropane		1	U
95-63-6	1,2,4-Trimethylbenzene		1	U
108-67-9	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
 Client Project No:
 Sample ID:
 Matrix:
 Sample Date:
 Report Date:

Resource Engineering, Inc.
 AG Well No. 4
 AG Well No. 4
 Water
 2/14/85
 2/27/85

Lab Sample ID: L4680-01
 Lab File ID: C5313
 Date Received: 2/15/85
 Date Analyzed: 2/24/85
 Dilution Factor: 1

CAS NO.	COMPOUND	Concentration Units	ug/L	MDL	Q
COMPOUND		CONCENTRATION			
71-43-2	Benzene			1	U
108-86-1	Bromobenzene			1	U
74-97-6	Bromochloromethane			1	U
76-27-4	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
98-08-6	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
96-12-8	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
75-71-6	Dichlorodifluoromethane			1	U
75-34-3	1,1-Dichloroethane			1	U
107-06-2	1,2-Dichloroethane			1	U
75-35-4	1,1-Dichloroethylene			1	U
156-59-4	cis-1,2-Dichloroethylene			1	U
166-60-5	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
563-58-6	1,1-Dichloropropene			1	U
10061-01-5	cis-1,3-Dichloropropane			1	U
10061-02-6	trans-1,3-Dichloropropane			1	U

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

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
71-55-8	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:


 Roy Martin
 Organic Laboratory Supervisor

Colorado Department of Public Health and Environment - Drinking Water Section REPORTING FORM FOR PHASE I I.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 #: 223125 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): AG Well No 9 LOCATION(S): NA SAMPLE POINT(S): WELL HEAD

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): _____ SAMPLE POINT(S): _____

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: _____

LABORATORY NUMBER

PWSID# 123125

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	_____	_____	_____	_____	_____
Endothal	145-73-3	_____	100	_____	_____	_____
Endrin	72-26-8	_____	_____	_____	_____	_____
Ethylene dibromide	108-83-4	_____	_____	_____	_____	_____
Glyphosate	1071-53-8	_____	700	_____	_____	_____
Heptachlor	76-44-8	_____	0.5	_____	_____	_____
Heptachlor epoxide	1024-57-3	_____	0.5	_____	_____	_____
Hexachlorobenzene	118-74-1	_____	_____	_____	_____	_____
Hexachlorocyclopentadiene	77-47-6	_____	5	_____	_____	_____
Lindane	58-89-8	_____	0.5	_____	_____	_____
Methoxychlor	72-43-5	_____	_____	_____	_____	_____
Oxamyl	23135-22-0	_____	200	_____	_____	_____
Pentachlorophenol	87-88-8	_____	_____	_____	_____	_____
Picloram	1918-02-1	_____	600	_____	_____	_____
Polychlorinated biphenyl's	1338-38-3	_____	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	(Unit)	_____	_____	_____	_____
Aldicarb	116-08-9	_____	_____	_____	_____
Aldicarb sulfone	1648-87-4	_____	_____	_____	_____
Aldicarb sulfoxide	1648-87-5	_____	_____	_____	_____
Aldrin	309-00-8	_____	_____	_____	_____
Butachlor	23814-88-1	_____	_____	_____	_____
Carbaryl	63-25-2	_____	_____	_____	_____
Dicamba	1989-00-8	_____	_____	_____	_____
Dieldrin	80-57-1	_____	_____	_____	_____
Methomyl	18762-77-5	_____	_____	_____	_____
Metolachlor	51218-45-2	_____	_____	_____	_____
Metribuzin	21087-64-8	_____	_____	_____	_____
Propachlor	1918-10-7	_____	_____	_____	_____

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	630-20-8	_____	_____	_____	_____
1,1,2,2-Tetrachloroethane	79-34-5	_____	_____	_____	_____
1,2,3-Trichlorobenzene	87-61-8	_____	_____	_____	_____
1,2,3-Trichloropropane	95-18-4	_____	_____	_____	_____

PWSID# 123125

LABORATORY NUMBER

ALL RESULTS SHOULD BE REPORTED IN ug/l

123

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	07-88-3	BDL	524.2	1.0	BDL
Bromodichloromethane	75-27-4	—	—	—	—
Chlorodibromomethane	124-48-1	—	—	—	—
Bromoform	75-25-2	—	—	—	—

124

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	75-95-4	BDL	7	524.2	1.0	BDL
1,1,1-Trichloroethane	71-55-6	—	200	—	—	—
1,1,2-Trichloroethane	79-00-5	—	5	—	—	—
1,2-Dichloroethane	107-08-2	—	5	—	—	—
1,2-Dichloropropane	78-87-5	—	6	—	—	—
1,2,4-Trichlorobenzene	120-82-1	—	70	—	—	—
Benzene	71-43-2	—	6	—	—	—
Carbon tetrachloride	58-23-5	—	5	—	—	—
cis-1,2-Dichloroethylene	156-58-2	—	70	—	—	—
Dichloromethane	75-09-2	—	6	—	—	—
Ethylbenzene	100-41-4	—	100	—	—	—
Monochlorobenzene	108-90-7	—	100	—	—	—
o-Dichlorobenzene	95-50-1	—	100	—	—	—
para-Dichlorobenzene	106-46-7	—	75	—	—	—
Styrene	100-42-5	—	100	—	—	—
Tetrachloroethylene	127-18-4	—	6	—	—	—
Toluene	108-88-3	—	100	—	—	—
trans-1,2-Dichloroethylene	156-59-6	—	100	—	—	—
Trichloroethylene	79-01-8	—	6	—	—	—
Vinyl chloride	75-01-3	—	2	—	—	—
Xylenes (total)	1330-26-7	—	1000	—	—	—

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	—	10000	—	—	—
2,4-D	94-75-7	—	70	—	—	—
2,4,5-TP	93-28-1	—	50	—	—	—
Arochlor	15972-80-8	—	2	—	—	—
Atrazine	1912-24-9	—	3	—	—	—
Benzo(a)pyrene	50-32-8	—	0.2	—	—	—
Carbofuran	1563-05-2	—	40	—	—	—
Chlordane	57-74-5	—	2	—	—	—
Dalapon	75-89-0	—	200	—	—	—
Dibromochloropropane	96-22-9	—	0.2	—	—	—
	85-85-7	—	7	—	—	—

LABORATORY NUMBER

PWSID# 123025

123

UNREGULATED ORGANIC CHEMICALS - VOCs (CONT.)

CONTAMINANT	CASE#	(ug/l) RESULT	EPA METHOD	(ug/l) Lab MDL	(ug/l) BLANK RESULT
1,2,4-Trimethylbenzene	95-83-5	BDL	5242	10	BDL
1,3-Dichloropropane	142-28-9				
1,3-Dichloropropane	542-75-5				
1,3,5-Trimethylbenzene	108-87-8				
2,2-Dichloropropane	590-20-7				
Bromobenzene	108-88-91				
Bromochloromethane	74-87-5				
Bromomethane	74-88-4				
Chloroethane	75-00-5				
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	95-48-8				
p-Chlorotoluene	108-43-4				
p-Isopropyltoluene	25155-15-1				
Sec-butylbenzene	135-88-8				
Tert-butylbenzene	98-08-6				

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 FOL)

Ralph V. Buben

Reviewed & Approved by

Pres.

31 10 1995
Date



ANALYSIS OF WATERBORNE PARTICULATES

System Name: Aspen Glen Well Number 2 *4/1/96*
System Address: c/o Resource Engineering, 909 Colorado Avenue, Glenwood Springs, CO 80601
County: Garfield **Phone:** (303) 245-6777 *N*

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 316,000 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 **Giant Cells:** none observed
Free-Living Nematodes: none observed **Ciliates:** none observed
Flagellates: none observed **Crustaceans/eggs:** none observed
Other: three pollen per 100 gallons and 6,320 minerals per 100 gallons
Largest Observed Particle Size (um): approx. 85 um, 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 microscopy 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**

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 phase 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 0 6 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 oversized 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

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.