

GARFIELD COUNTY
 Building & Planning Department
 108 8th Street, Suite 401
 Glenwood Springs, Colorado 81601
 Telephone: 970.945.8212 Facsimile: 970.384.3470
www.garfield-county.com

RECEIVED

MAY 30 2008

GARFIELD COUNTY
 BUILDING & PLANNING

Special Use Permit

GENERAL INFORMATION

- Street Address / General Location of Property: 1065 GAGE RD Rifle, CO.
4 miles S. of GARFIELD Co. AIRPORT
- Legal Description: 35 6S 93rd W PM, CRAG SUB. EXEMPT
2177-353-00-487
- Existing Use & Size of Property in acres: 6.52 - RESIDENCE Single family
- Description of Special Use Requested: 2ND RESIDENCE
ADU

➤ Zone District: AKRD

➤ Name of Property Owner: GARY & PAT WALLACE
 ➤ Address: PO Box 201 Telephone: 970-379-6520
 ➤ City: Rifle State: CO Zip Code: 81650 FAX: _____

➤ Name of Owner's Representative, if any (Attorney, Planner, etc): _____

 ➤ Address: _____ Telephone: _____
 ➤ City: _____ State: _____ Zip Code: _____ FAX: _____

STAFF USE ONLY

➤ Doc. No.: SUP7508 Date Submitted: 5-30-08 TC Date: _____
 ➤ Planner: _____ Hearing Date: _____

WALLACE WELL

WEST DIVIDE WATER CONSERVANCY DISTRICT
109 WEST FOURTH STREET P. O. BOX 1478
RIFLE, COLORADO 81650-1478

water@wdwcd.org
wdwcd.org

Tel: 970-625-5461
Fax: 970-625-2798

July 19, 2007

Gary and Patricia Wallace
P. O. Box 201
Rifle, CO 81650

Dear Mr. and Mrs. Wallace:

Enclosed is your approved contract #070719GPW(a). Please read the contract carefully if you have not already done so, but please especially note paragraph 2 concerning availability of water.

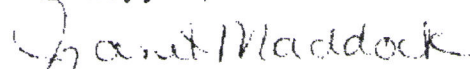
West Divide obtains its augmentation water from a number of sources and operates its water supply program pursuant to a Temporary Substitute Supply Plan ("TSSP") approved annually by the State Engineer's Office. TSSPs are common for water conservancy districts and West Divide has operated pursuant to a TSSP for several years with no significant reliability issues. Federal policy relating to endangered species, environmental concerns, and forces of nature are always such that no source of water can be guaranteed during any season or from year to year. Further, the State Engineer's Office periodically reviews the geographic area served by West Divide and has recently made a decision to reduce West Divide's Area A Service Area. While your structure is currently located within the West Divide Area A Service Area, the Division Engineer's Office could make another adjustment to the Service Area in the future and your structure could fall outside the Service Area and be subject to curtailment by the State Engineer's Office.

West Divide continues to make good-faith efforts to obtain alternative long-term supplies in an effort to make reliable and predictable the water supply anticipated by your contract with us. West Divide also continues to make good-faith efforts to maintain its existing TSSP and keep its Area A Service Area intact. For most years, we expect to be successful in these efforts.

This water allotment contract may require you to obtain a well permit from the State Engineer's office. Once your well is drilled you are required to install a measuring device and submit a meter reading to West Divide, upon request.

Non-compliance with measuring and reporting requirements are grounds for cancellation of your water allotment contract with West Divide. This could result in action by the State Engineer which could prevent your further use of your well.

Sincerely yours,


Janet Maddock

Enclosure

cc Division No. 5 Water Resources w/enclosure
Kerry D. Sundeen, Hydrologist w/enclosure

Samuel B. Potter, President Kelly Couey, Vice President Robert J. Zanella, Secretary
LaVerne Starbuck, Treasurer Bruce E. Wampler, Director

**APPLICATION TO LEASE WATER FROM
WEST DIVIDE WATER CONSERVANCY DISTRICT**
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

Fax: (970) 625-2796
Telephone: (970) 625-5461

1. APPLICANT INFORMATION

Name: Gary & Patricia Wallace
Mailing address: P.O. Box 201
Rifle, Co 81650
Telephone: 970 379-0526
Authorized agent: _____

2. COURT CASE #'s: Decree Case No. _____
Augmentation Plan Case No. _____

3. USE OF WATER

- RESIDENTIAL (check applicable boxes)**
 Ordinary household use Number of dwellings: 1
 Subdivision: No. constructed units: _____ No. vacant lots: _____
 Home garden/lawn irrigation of 6,000 sq. ft.
 Method of irrigation: flood sprinkler drip other
 Non-commercial animal watering of 5 animals
 Fire Protection
 Evaporation: Maximum water surface to be exposed: _____
 Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: _____

Well Sharing Agreement for multiple owner wells must be submitted. If greater than ten owners, application must be made under a homeowners association.

COMMERCIAL (check applicable boxes)
 Number of units: _____ Total sq. ft. of commercial units: _____
 Description of use: _____

INDUSTRIAL
 Description of use: _____

Evaporation: Maximum water surface to be exposed:
 Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: _____

MUNICIPAL
 Description of use: _____

DIRECT PUMPING
 Tributary: _____
 Location: _____

4. SOURCE OF WATER
 Structure: _____ Structure Name: _____
 Source: Surface Storage Ground water
 Current Permit # _____ (attach copy)

5. LOCATION OF STRUCTURE

County	Quarter/quarter	Quarter
<u>35</u>	<u>05</u>	<u>93</u>
Section	Township	Range
		<u>6</u>
		P. M.

Distance of well from section lines: _____

Elevation: _____
 Well location address: Rifle 1065 Gage Rd
(Attach additional pages for multiple structures)

6. LAND ON WHICH WATER WILL BE USED
(Legal description may be provided as an attachment.)

Number of acres in tract: _____

Inclusion into the District, at Applicant's expense, may be required.

7. TYPE OF SEWAGE SYSTEM
 Septic tank/absorption leach field Central system Other
 District name: _____

8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:
1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide flow rates and consumptive data on a monthly basis.

A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.

Applicant expressly acknowledges he has had the opportunity to review the District's form Water Allowment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.

[Signature]
 Applicant Signature
Patricia Wallace
 Applicant Signature

Application Date: 6-18-07

ISSUED AS AREA B CONTRACT

_____ YES _____ NO

West Divide Water Conservancy
 100115 General Street Water
 100 West Fourth Street
 P. O. Box 1478 Rifle, CO 81650
 Rifle, CO 81650
 water@wdivd.org

DATE	AMOUNT
6/18/2007	2916

TO:
Gary and Patricia Wallace P. O. Box 201 Rifle, CO 81650

CONTRACT #	AMOUNT	DATE	REFERENCE #

DESCRIPTION	CITY	DATE	AMOUNT
Contract Administration Fee		250.00	250.00
Recording Fee		10.00	10.00
Colorado River Augmentation Plan Assessment	1	55.00	55.00
Augmentation Water Contract		105.00	105.00
		Total	\$420.00

*6-18-07
Paid
C.F.H. 6742
West Divide Water
Conservancy District
P.O. Box 1478
Rifle, CO 81650-1478
9700*

On any shared well non-payment of any portion of the fees due deems the whole contract cancelled.

COLORADO DIVISION OF WATER RESOURCES
 DEPARTMENT OF NATURAL RESOURCES
 1313 SHERMAN ST., RM 818, DENVER, CO 80203
 phone - info: (303) 866-3587 main: (303) 866-3581
 fax: (303) 866-3589 http://www.water.state.co.us

Office Use Only

Form GWS-44 (06/2006)

RESIDENTIAL Note: Also use this form to apply for livestock watering
Water Well Permit Application

Review instructions on reverse side prior to completing form.
 The form must be completed in black or blue ink or typed.

1. Applicant Information

Name of applicant: PAT WALLACE
 Mailing address: PAT WALLACE
PO Box 201
 City: RIFLE State: CO Zip code: 81650
 Telephone #: 970-655-0500 E-mail (optional): PATWALLACE@YALTEX.COM

6. Use Of Well (check applicable boxes)

See instructions to determine use(s) for which you may qualify
 A. Ordinary household use in one single-family dwelling (no outside use)
 B. Ordinary household use in 1 to 3 single-family dwellings:
 Number of dwellings: _____
 Home garden/lawn irrigation, not to exceed one acre:
 area irrigated 600 sq. ft. acre
 Domestic animal watering - (non-commercial)
 C. Livestock watering (on farm/ranch/range/pasture)

2. Type Of Application (check applicable boxes)

Construct new well Use existing well
 Replace existing well Change or increase use
 Change source (aquifer) Reapplication (expired permit)
 Other:

7. Well Data (proposed)

Maximum pumping rate: _____ gpm Annual amount to be withdrawn: _____ acre-feet
 Total depth: 200 feet Aquifer: WARRANT CREEK

3. Refer To (if applicable)

Well permit #: _____ Water Court case #: _____
 Designated Basin Determination #: _____ Well name or #: _____

8. Water Supplier

Is this parcel within boundaries of a water service area? YES NO
 If yes, provide name of supplier:

4. Location Of Proposed Well

County: CANFIELD 1/4 of the SW 1/4
 Section: 35 Township: 6e N or S: N S
 Range: 73 E or W: E W Principal Meridian: 6th pm
 Distance of well from section lines (section lines are typically not property lines)
 Ft. from N S Ft. from E W
 For replacement wells only - distance and direction from old well to new well
 feet direction

9. Type Of Sewage System

Septic tank / absorption leach field
 Central system: District name: _____
 Vault: Location sewage to be hauled to: _____
 Other (attach copy of engineering design and report)

Well location address (include City, State, Zip). Check if well address is same as in item 1

PARCEL 3, PAC SUBDIVISION, EXEMPT
1005, WAGE RD, RIFLE, CO 81650

Optional: GPS well location information in UTM format. GPS unit settings are as follows
 Format must be UTM
 Zone 12 or Zone 13 Easting _____
 Units must be Meters
 Datum must be NAD83 Northing _____
 Unit must be set to true north
 Was GPS unit checked for above? YES Remember to set Datum to NAD83

10. Proposed Well Driller License #(optional): LC

11. Signature Of Applicant(s) Or Authorized Agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.
 Sign here (Must be original signature)

Date: _____
PAT WALLACE owner
 Print name & title
PATRICIA WALLACE OWNER

5. Parcel On Which Well Will Be Located

(PLEASE ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL)

A. You must check and complete one of the following:
 Subdivision Name: PAC Sub, Exempt
 Lot: 3 Block: _____ Filing/Unit: _____
 County exemption (attach copy of county approval & survey):
 Name/#: _____ Lot #: _____
 Parcel less than 35 acres, not in a subdivision, attach a deed with metes and bounds description recorded prior to June 1, 1972, and a current deed
 Mining claim (attach a copy of the deed or survey): Name/#: _____
 Square 40 acre parcel as described in item 4
 Parcel of 35 or more acres (attach a metes and bounds description or survey)
 Other (attach metes & bounds description or survey and supporting documents)

Office Use Only

USGS map name: _____ DWR map no: _____ Surface elev: _____
 Receipt area only
 WE
 WR
 CWCB
 TOPD
 MYLAR
 SES
 DIV 5 WD 45 BA _____ MD _____

B. # of acres in parcel: 0.56 C. Are you the owner of this parcel?
 YES NO (if no - see instructions)

D. Will this be the only well on this parcel? YES NO (if no - list other wells)

E. State Parcel ID (if optional)

GPS LEASE 1373605 Northwind 2637th FASHULA

Send to: Division of Water Resources
1313 Sherman Street, Room 818
Denver, Colorado 80203

Fax: 303-866-3589
Phone: 303-866-3581

★ **OWNER'S NOTICE OF CONSTRUCTED WELL** ★

Construction of my well under Permit No. 16111 - F was
completed on 2-21-2008
(month) (day) (year)

The well was constructed by: Shelton Drilling Co.
(drilling company)

If the pumping equipment has been installed.....

The pump was installed in my well by: SAMUELSONS Pump
(pump company)
on 2-25-08
(month) (day) (year)

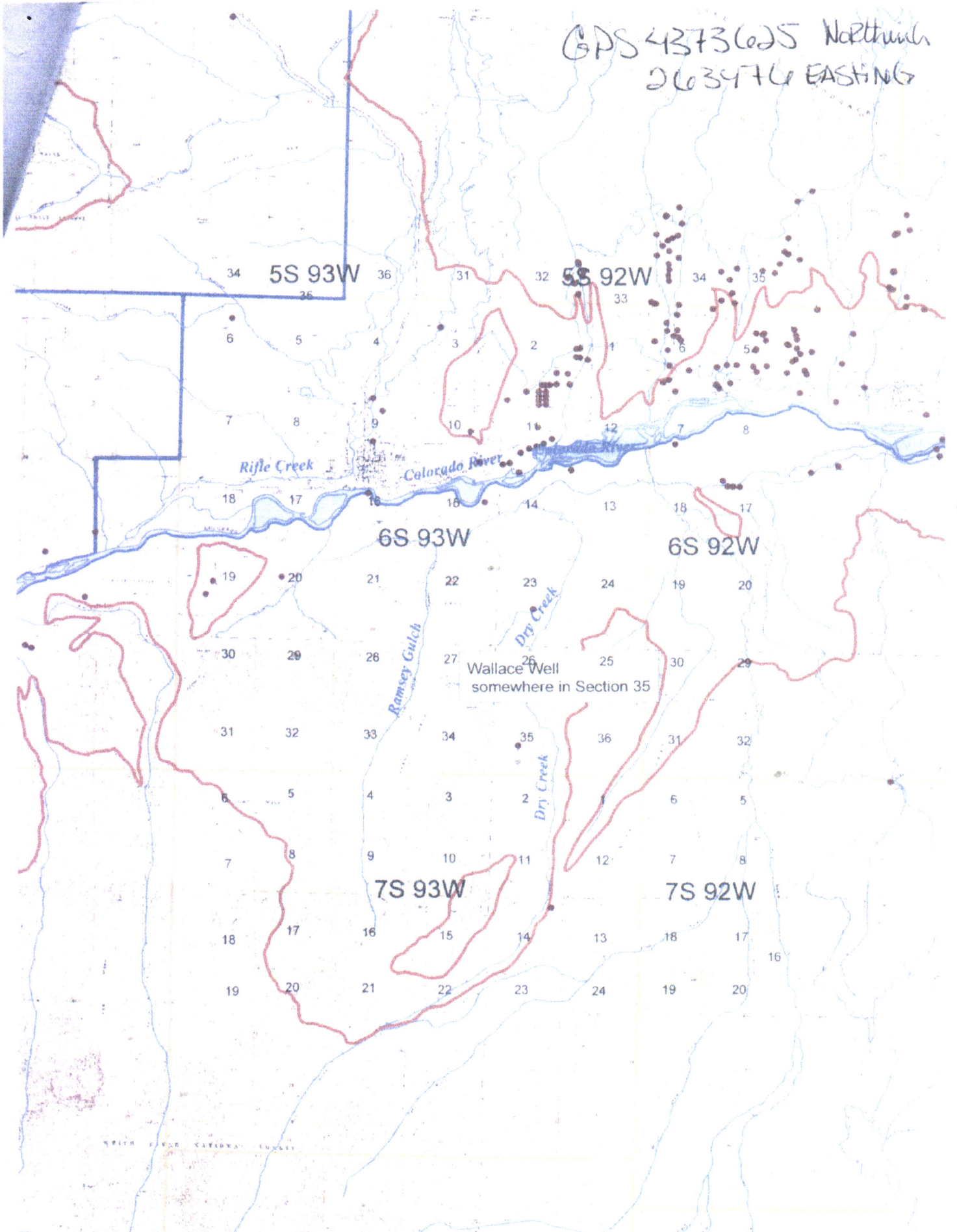
Signed: [Signature]

Date: 2-21-08 Phone: 970 379-0506
625-0500

The well must be constructed and pump installed by licensed water well construction and pump installation contractors, OR

the well may be constructed and/or the pump may be installed by the well owner if the well is constructed and/or pump is installed using equipment owned and operated by the well owner and the well is constructed on his/her own property for his/her own use ("private driller"/"private pump installer"). Work reports must be submitted to the Division of Water Resources in accordance with Rule 17 of the Water Well Construction Rules.

GPS 4373625 Northumb
263476 EASTING



34 5S 93W 36

32 5S 92W 34 35

6S 93W

6S 92W

Wallace Well
somewhere in Section 35

7S 93W

7S 92W

SMITH FOUR CORNERS COUNTY

564550 06/06/2000 09:04A B1191 P106 M ALSDORF
1 of 4 R 20.00 D 0.00 GARFIELD COUNTY CO

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AUG 29 '00

WATER SYSTEM SHARING AGREEMENT

THIS AGREEMENT is entered into on this 3 day of May, 2000, by and among the following parties:

WATER RESOURCES
STATE ENGINEER
COLO

WATER RESOURCES
STATE ENGINEER
GLENWOOD

BARTON PORTER AND LINDA CRAIG, the owner of Craig Subdivision, which subdivision includes the following real property:

Lots 1-3, Craig Subdivision
County of Garfield
State of Colorado

WHEREAS, this Agreement shall be assigned to and for the benefit of Lots 1, 2 and 3 of the Craig Subdivision; and

WHEREAS, Barton Porter and Linda Craig are the owners well permit # 221948, and use of ground water from well shall be limited to ordinary household purposes inside 3 single family dwellings, the irrigation of 1 acre of lawn and garden for each parcel, and the watering of livestock; and

WHEREAS, Craig Subdivision well is capable of being shared by lots 1, 2, and 3 in the Craig Subdivision; and

WHEREAS, the water wells and system requires continuing maintenance and operation, the costs of which must be borne by the users and owners thereof; and

WHEREAS, the well permit contemplates perpetual, though not constant, use and operation of the well, pump, and the appurtenant structures; and

WHEREAS, the owners of Lots 1, 2, and 3 desires to enter into this agreement to be assignable to and binding on the respective owners for the purpose of clarifying respective rights and duties and establishing easements and procedures for jointly operating and sharing the water well and delivering water to lots 1, 2, and 3 in the Craig Subdivision, and for providing a method for equitably dividing the water derived from the operation of the system, and for equitably allocating the shared payment of costs of operation and maintenance of the water well and pump and other structures by the subdivision.

NOW THEREFORE, in consideration of the mutual obligations, promises and covenants set forth herein, and the due performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including but not limited to the acceptance of the benefits and detriments deriving herefrom, the above-named parties as follows:

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2 of 4 R 20.00 D 0.00 GARFIELD COUNTY CO

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WATER RESOURCES
STATE ENGINEER
COLO

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WATER RESOURCES
STATE ENGINEER
GLENWOOD

1. The parties' ownership of the water system, well permit, well, pumps, power source for the pump, fittings at the well head, meters (whether existing now or to be installed at a later time), foot valves, and any pipes or pipelines and any other structures that are jointly used, shall be proportionally based upon the 3 lots in the subdivision. Each lot owner shall be entitled to one-third of the withdrawal of water from the Porter/ Craig Well and all the above appurtenant common facilities.

2. No party is deemed to have any ownership right in and to any pipe, pipeline or other structure used solely by any other party which may utilize any portion of the water flowing from this water well and its structures. This agreement does not intend to relate to such individually owned or used rights or structures. Nothing in this agreement shall be construed to give any party any rights so such non-shared property of other parties nor to obligate any party to pay any costs associated with non-shared structures.

3. The parties shall cooperate with each other at all times in all matters necessary to promote the proper functioning and use of the water system in such manner as to provide to the parties optimum water supply at all times possible based upon the natural availability of water. At this time it is agreed that individual water meters must be installed, and a 1000 gal storage tank for each lot. Individual lot owners will be responsible for installing and maintaining their own meter and storage facility. Waste or over-use shall be deemed to be a material breach of this agreement for which the non-defaulting parties may seek remedy at law or equity for damages or for injunctive relief, or both.

4. The actual and continuing costs of operation, maintenance, construction, extension, upgrading, cleaning, repairing, and all other work required on shared components of this water system to cause the water at the well to remain available to deliver water to the parties shall be shared equally by the parties in respect to their proportional ownership. Nothing in this agreement shall require reimbursement by any party to any other party for any costs incurred prior to the date hereof.

a. If at any time it becomes necessary to make improvements, additions or changes to the water system to comply with the regulations of any State of Colorado Agency, such as installing a chlorinating filtration system, the costs of such improvement, addition, or change shall be shared equally by the parties in respect to their proportional 1/3 ownership.

5. Any party who has been using water from this system and at any time elects not to share in costs, necessary repairs, maintenance, replacement and to maintain the water well and deliver the subject water, shall not receive water from the well. At such time as said electing party chooses to resume use of water from the system said party may only do so upon reimbursement to the other users the full cost of said party's share of such expenditures with legal interest retroactive to the expenditures date.

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WATER RESOURCES
STATE ENGINEER
GLENWOOD
COLO.

6. All matters affecting the well shall be made upon agreement of a collective majority 2/3 of Lots 1, 2, and 3. The matters upon which a majority vote is required shall extend to, but not necessarily be limited to, the right and obligation to make decisions about the type of work required to be done on the well, the timing of such work, the acquisition or construction of additional structures, or devices, the performance or hiring of such work to be done and incurring the cost thereof, times and dates of operation of the pump, and to collect from the parties their respective shares of such costs. Payment by the parties shall be due within ten (10) days after receiving written notice thereof from the respective lot owners.

7. Any expenses for the well shall not be incurred without first giving ten (10) days written notice in advance of such expenditure to all parties who will be obligated to share in such cost. Unavoidable and reasonable expenses incurred by any party in an actual emergency, shall be reimbursed by all users.

a. If a party objects to any non-emergency expenditure, said party must deliver a written objection and the reasons therefor to the remaining lot owners before the expiration of ten (10) days after having received the notice. If any party fails to so object, then said party waives his/her right to object and is thereafter bound to timely pay his/her share of the expenditures.

b. Upon receipt of an objection, the remaining 2 lot owners may agree to waive such expenditures or agree to approve the expenditure, all parties, including the objector, shall be bound to timely pay his share of the expenditures, excepting any instance in which the objector has obtained a judicial decree preventing the party from proceeding. Without such majority approval, the expenditure shall not bind any party not agreeing to the expenditure. Any party not paying his share of this expenditure shall not obtain water until making such payment. Any non-paying party may at any time seek judicial intervention to prevent an expenditure not approved by the majority.

8. Failure of any party to pay his share of costs as billed at any time shall be actionable in the courts in Garfield County as a breach of these Agreement which action may be brought by any non-defaulting party. Any judgment obtained against such party may be collected under then applicable Colorado laws for collection of judgments. The court in its discretion may award against said defaulting party as part of the judgment an amount equal to judgment and collecting payment thereon.

9. Each party shall be deemed to grant by this Agreement such permanent,

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GLENWOOD

WATER RESOURCES
STATE ENGINEER
COLO

non-exclusive easements across his property as necessary and sufficient for this Agreement to be performed for the benefit of all the parties as users of the shared pump and other irrigation structures. Nothing herein shall be construed to be a grant of easement except as may already historically exist.

10. Nothing in this Agreement shall by itself be construed as a transfer of any water right or appropriation of waters as heretofore acquired or owned by any party. Each party agrees to not interfere at any time with the proper use by any other party of it interest in any water structure and shall indemnify and save harmless all other parties and users from any loss or damage or injury caused by the acts of said indemnifying party.

11. The term hereof shall be perpetual.

12. The laws of the State of Colorado shall govern the validity, effect and construction of this agreement.

13. This Agreement contains the entire agreement among the parties and may not be modified in any manner except by an instrument in writing signed by all the parties.

IN WITNESS WHEREOF, the owners Porter/Craig have signed this agreement and conveyance on the following dates following their respective signatures.

Barton Porter May 3-00 Linda Craig 5 May 00
Barton Porter Date Linda Craig Date

STATE OF COLORADO)
)ss
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me on this 3rd day of May, 2000, by Barton Porter and Linda Craig.

Witness my hand and official seal.

My commission expires: 10/25/2000

MARGARET R. JOY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/31/2000

Margaret R. Joy
Notary Public

Form No.
GWS-25

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES

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

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WATER RESOURCES
STATE ENGINEER
COLORADO

WELL PERMIT NUMBER 221948
DIV. 5 CNTY. 23 WD 45 DES. BASIN MD

APPLICANT

Lot: Block: Filing: Subdiv:

LINDA CRAIG
P.O. BOX 1256
RIFLE, CO 81650

APPROVED WELL LOCATION
GARFIELD COUNTY

NW 1/4 SW 1/4 Section 35
Twp 6 S Rng 93 W 6th P.M.

DISTANCES FROM SECTION LINES

1500 Ft. from SOUTH Section Line
525 Ft. from WEST Section Line

(970)825-8744

PERMIT TO USE AN EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(III)(A) as the only well on a tract of land of 40 acres described as the NW 1/4, SW 1/4, Sec. 35, Twp. 6 South, Rng. 93 West, 6th P.M., Garfield County.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside up to 3 single family dwellings, the irrigation of not more than one acre of home gardens and lawns, and the watering of domestic animals.
- 5) The maximum pumping rate shall not exceed 15 GPM.
- 6) The return flow from the use of the well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be located not more than 200 feet from the location specified on this permit.
- 8) Approved for the installation of a pump in, and the use of, an existing well, constructed on 10/22/95, to a depth of 120 feet, under monitoring hole notice MH-27188, acknowledged 12/18/95.

NOTE: MH-27188 was approved for the NE 1/4, SW 1/4 NOT NW 1/4, SW 1/4.
Parcel Identification Number (PIN): 23-2177-352-00-168 (totaling 160 acres)
Assessor Tax Schedule Number: 024124

D. M. W.
01/12/2000

APPROVED
DMW

Hel A. Singam
State Engineer

Dygh M. Mitchell
By

Receipt No.

DATE ISSUED JAN 12 2000

EXPIRATION DATE JAN 12 2002

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Boundary Plat

WATER RESOURCES
STATE ENGINEER
COLO

JUL 12 '00

Boundary and Easement Descriptions:

All Parcels and Easements situate in Section 35, T6S, R93W 6th P.M.

Curves are tangential unless otherwise noted.

Glossary: right = right around curve, left = left around curve, L = curve length, R = radius, chord, CB = chord bearing. N = North, E = East, S = South, W = West.

WATER RESOURCES
STATE ENGINEER
GREENWOOD

Boundary descriptions:

Parcel A: Beginning at the SW corner of Parcel A where the SW corner of section 35 bears S17° 19'21" W 4372.77'; then the following courses: N00°20'54" W 1149.39'; N87°50'30" E 1319.77'; S00°26'20" E 1199.10'; S90°00'00" W 1321.03' to the point of beginning.

Parcel B: Beginning at the NW corner of Parcel B where the SW corner of section 35 bears S17° 19'21" W 4372.77'; then the following courses: S90°00'00" E 1321.03'; S00°26'20" E 1172.80'; N90°00'00" W 1322.89'; N00°20'54" W 1172.59' to the point of beginning.

Parcel C: Beginning at the SW corner of Parcel C where the SW corner of section 35 bears S16° 45'18" W 2158.65'; then the following courses: N22°37'27" E 624.62'; N89°30'59" E 448.73'; N00°20'54" W 354.53'; S90°00'00" E 1322.89'; S00°26'20" E 917.87'; S89°30'59" W 2016.62' to the point of beginning.

Parcel D: Beginning at the NW corner of Parcel D where the SW corner of section 35 bears S16° 45'18" W 2158.65'; then the following courses: N89°30'59" E 2016.62'; S00°26'20" E 743.88'; S89°31'22" W 2390.20'; N48°40'58" E 107.09'; right L=52.81' R=106.00'; left L=123.51' R=185.39'; N38°56'59" E 234.99'; left L=133.10' R=150.00'; N11°53'28" W 134.63'; right non-tangent L=94.69' R=43.57' C=77.12' CB=N39° 38'00" W; N22°37'27" E 96.47' to the point of beginning.

Members on the well sharing agreement that have a third interest:

1. Mr. and Mrs. Ron Hays
2. Mr. Nick Yerian
3. Mr. and Mrs. Gary Wallace

SHARED WELL

Form No. GWS-11 4/99	STATE OF COLORADO OFFICE OF THE STATE ENGINEER 818 Centennial Bldg., 1313 Sherman St., Denver, CO 80203 (303) 866-3581 Fax (303) 866-3589	For Office Use Only RECEIVED MAR 26 2004
CHANGE IN OWNERSHIP/ADDRESS CORRECTION OF THE WELL LOCATION		WATER RESOURCES STATE ENGINEER COLO. Permit # 228027 rec # 9506173
Insert the Well Permit Number <u>221948</u>		If your well has an absolute water right, decreed by the court and the well is not registered with the State Engineer, Enter the Water Court Case Number / Civil Action Number and well number as decreed.
Name, address and phone of the person claiming ownership of the well: NAME(S) <u>GARY AND PATRICIA WALLACE</u> Mailing Address <u>200 W. 20th STREET, UNIT B2</u> City, St. Zip <u>RIFLE, CO 81650</u> Phone (<u> </u>) <u> </u>		
This form is filed by the named individual/entity claiming that they are the owner of the well permitted as referenced above. This filing is made pursuant to C.R.S. 37-90-143.		
WELL LOCATION: County <u>GARFIELD</u>		Owner's Well Designation <u>MD</u>
(Address)		(City) (State) (Zip)
NW <u>1/4</u> of the SW <u>1/4</u> , Sec. <u>35</u> , Twp. <u>6S</u> <input type="checkbox"/> N. or <input checked="" type="checkbox"/> S., Range <u>93</u> <input type="checkbox"/> E. or <input checked="" type="checkbox"/> W., <u>6</u> P.M.		
Distance from Section Lines <u>1500</u> Ft. From <input type="checkbox"/> N. or <input checked="" type="checkbox"/> S., <u>525</u> Ft. From <input type="checkbox"/> E. or <input checked="" type="checkbox"/> W. Line.		
Subdivision Name		Lot Block Filing/Unit
The above listed owner(s) say(s) that he, she (they) own the well described herein. The existing record is being amended for the following reasons: <input type="checkbox"/> Change in name of owner <input type="checkbox"/> Change in mailing address <input type="checkbox"/> Correction of location for exempt wells permitted prior to May 8, 1972 and non-exempt wells permitted after May 17, 1965. Please see the reverse side for further information regarding correction of the well location.		
I (we) claim and say that I (we) (are) the owner(s) of the well described above and that the commencement of extraction of ground water from this well, lawfully made under the well permit, occurred on the date indicated, and that the statements made herein are true to my (our) knowledge.		
Please print the Signer's Name & Title <u>GARY A. WALLACE</u> <u>PATRICIA A. WALLACE</u>	Signature(s) of the new owner. <u>[Signature]</u> <u>[Signature]</u>	Date <u>3-23-04</u>
It is the responsibility of the new owner of this well to complete and sign the form. Signatures of agents are acceptable if an original letter of agency signed by the owner is attached to the form upon its receipt.		
For Office Use Only		
ACCEPTED AS A CHANGE IN OWNERSHIP AND/OR MAILING ADDRESS.		
<u>[Signature]</u> State Engineer	<u>[Signature]</u> By	<u>3-29-04</u> Date



1414 West Hamilton Avenue
PO. Box 8
Eau Claire, WI 54702 0008

May 16, 2006

GARY WALLACE
PO BOX 201
RIFLE CO 81650-0201

Customer Number: 3998122
Service Address: 1065 GAGE RD APT WELL RIFLE CO

Dear Mr. Wallace:

Enclosed is the information you requested.

If you have any further questions, or need additional information, please feel free to contact our Customer Contact Center at **1-800-895-4999**.

Sincerely,

Xcel Energy
Customer Contact Center

AMENDMENT OF PIPELINE RIGHT-OF-WAY GRANT

This Amendment of Pipeline Right-of-Way Grant dated November 3rd, 2004 (this "Amendment") is entered into between Gary Wallace and Patricia Wallace (together, "Wallace") and EnCana Gathering Services (USA) Inc. ("EnCana").

Whereas, Michael Hinkley and Stephanie M. Hinkley (together, "Hinkley") granted EnCana a right-of-way for a pipeline pursuant to the Pipeline Right-of-Way Grant dated November 12, 2003, recorded as Reception No. 565709 in the records of Garfield County, Colorado (the "Pipeline ROW").

Whereas, Wallace is the successor in interest to Hinkley, and Wallace and EnCana desire to amend the Pipeline ROW.

Now therefore, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Paragraph numbered 3 of the Pipeline ROW is deleted and replaced in its entirety with the following paragraph:

Grantee agrees that any pipeline installed shall be at a minimum depth of 48 inches below the surface of the ground. The right-of-way granted shall be fifteen (15.0) feet on either side of the centerline of the pipeline as actually laid as shown on Exhibit A attached hereto and incorporated herein, except that during the initial installation of a pipeline, the right-of-way shall be twenty-five (25.0) feet on either side of the centerline of the pipeline. The additional right-of-way shall in no case endure for a period in excess of one hundred eighty days from the date hereof or the completion of installation, whichever period is shorter.

2. Exhibit A to the Pipeline ROW is deleted and replaced in its entirety with Exhibit A attached to this Amendment.

WITNESS the signature(s) of the parties hereto on this _____ day of November, 2004.

Gary Wallace

Patricia Wallace

EnCana Gathering Services (USA) Inc.

By: _____

ACKNOWLEDGMENTS

State of Colorado)
) §
County of Garfield)

On this ____ day of November, 2004, before me personally appeared Gary Wallace and Patricia Wallace, known to me to be the persons who executed the foregoing instrument, and who acknowledged to me that they executed the same.

(SEAL)

Notary Public: _____

My commission expires: _____

STATE OF COLORADO)
) §.
CITY AND COUNTY OF DENVER)

On this ____ day of November, 2004, before me personally appeared _____, _____ of EnCana Gathering Services (USA) Inc., known to me to be the person who executed the foregoing instrument and who acknowledged to me that he executed the same.

(SEAL)

Notary Public: _____

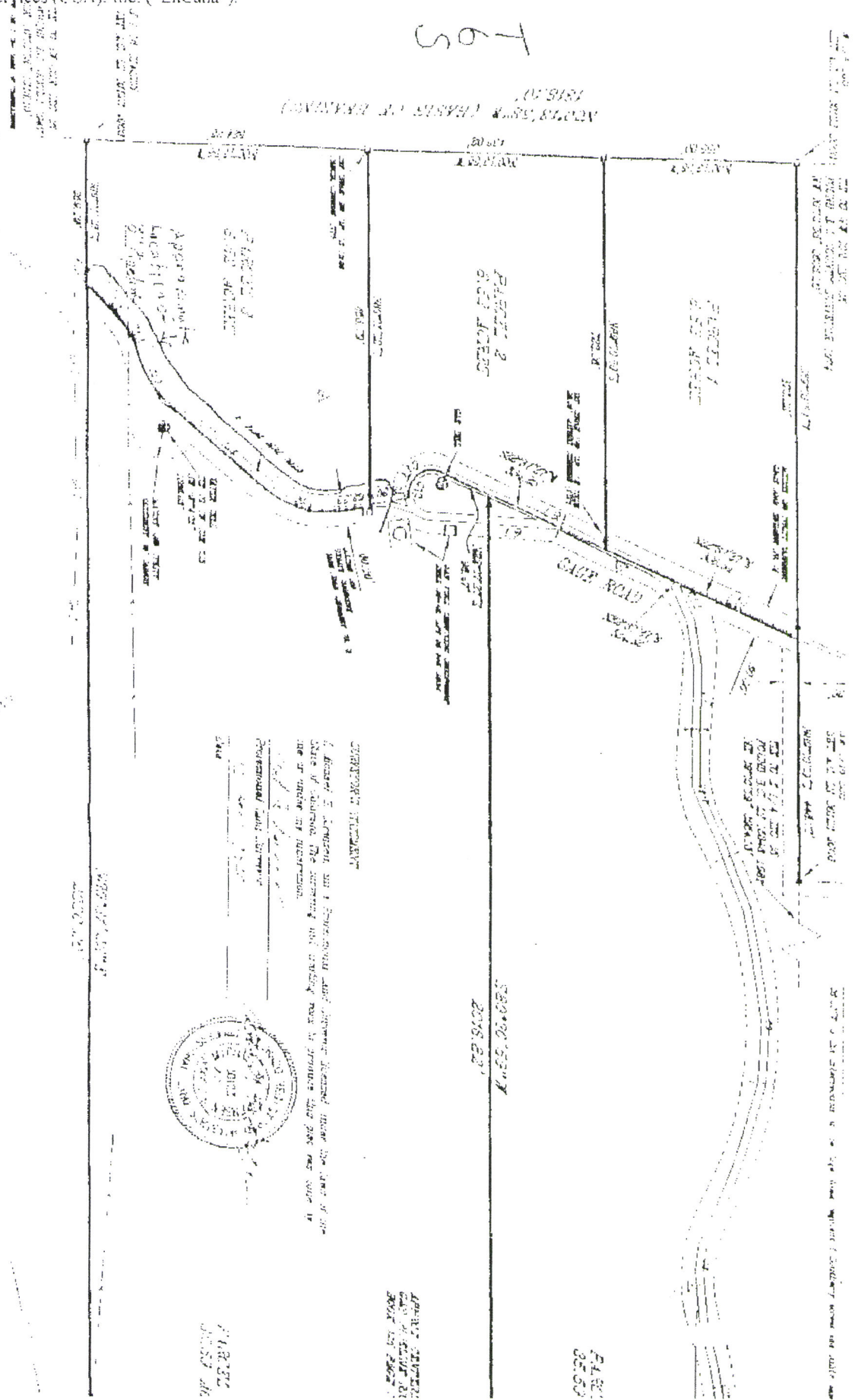
My Commission Expires: _____

EXHIBIT "A"

Attached to and made a part of that certain Amendment Of Pipeline Right-Of-Way Grant dated the 3rd day of November, 2004, by and between Gary Wallace and Patricia Wallace ("Wallace") and EnCana Gathering Services (USA), Inc. ("EnCana").

750

(COMMUNITY OF INTEREST) RIGHTS, R/W, ETC.



NOTICE TO THE PUBLIC: THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT, R.S. 48:101, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:102, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:103, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:104, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:105, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:106, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:107, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:108, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:109, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:110, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:111, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:112, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:113, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:114, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:115, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:116, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:117, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:118, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:119, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:120.

STATEMENT OF WORK
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the Surveyor General of the State of Louisiana, and that the same is a true and correct copy of the original as the same appears in the files of the Surveyor General of the State of Louisiana.



R 9300

NOTICE TO THE PUBLIC: THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT, R.S. 48:101, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:102, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:103, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:104, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:105, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:106, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:107, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:108, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:109, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:110, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:111, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:112, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:113, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:114, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:115, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:116, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:117, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:118, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:119, AND THE RULES OF PROFESSIONAL CONDUCT, R.S. 48:120.

Survey of the Right-of-Way for the EnCana Gathering System

APPROVED AND FORWARDED:
 SURVEYOR GENERAL
 STATE OF LOUISIANA

7/13/2005
 10:50 AM

7/13/2005
 10:50 AM

RIGGS, ABNEY, NEAL, TURPEN, ORBISON & LEWIS
 A PROFESSIONAL CORPORATION
 ATTORNEYS AND COUNSELORS AT LAW
 7979 EAST TUFTS AVENUE PARKWAY
 SUITE 1300
 DENVER, COLORADO 80237

COPY

JEANETTE AGRAFIOZOLEVY
 GREGORY W. ALBERTY
 REBECCA V. AMENT
 JACK R. ANDERSON
 THOMAS M. ASKEW
 RYAN J. ASSINK
 USA K. BOKLEY
 DONALD M. BINGHAM
 WILLIAM A. BOWLES
 KELLY L. BRATCHER
 PETER W. BRODICK
 STACIE BRYZA
 SCOTT W. BYRD
 JILL L. CHASE
 DERRICK D. CORNEJO
 STEPHEN L. CORTES
 DONNA MARIE DE SMOKE
 ROBERT P. DEAN
 QLENNIA S. DORRIS
 JANE S. GUMONT
 IRA L. EDWARDS JR
 GEORGE M. EMERSON
 STEPHANIE A. FLINDT
 RICHARD A. GANN
 BART T. GARETT
 RICHARD T. GARRIN
 C. SHARON GENTHY
 STEPHEN E. HALE
 MELVIN C. HALL
 SHARON E. HAMM
 ZACHERY R. HARGIS
 CHRISTOPHER S. HEROLD
 JERRI L. HILL
 HOLLY M. HILLERMAN
 ERIC S. HOUGHTON
 ROBERT L. HOWARD
 WM GREGOR JAMES
 STEVEN JANSZEWSKI
 KIEMONN L. JONES
 SARAH G. KENY
 SCOTT P. KIRKLEY
 KRISTOPHERE E. KOEPEL
 TERRY D. KORDEUSKI
 Q. DIANE LEE
 JOSEPH P. LEMMART
 TYLER D. LEONARD
 C. S. LEWIS II
 MARY JEAN LITTLE
 JOHN D. LUTON
 BRENDAN J. MAGEE
 JANET D. MALLOW
 JOHN ROSS MALLOTT
 MATT D. MATHEISON
 GREGORY M. MCCOY
 RAYMOND A. MELTON

[English Telephone]
 (800) 820-3369
 In Denver (303) 295-2942
 FAX (303) 298-7398

[Telefonos en Español]
 (888) 820-5978
 En Denver (303) 295-6487
 FAX (303) 298-7398

J. PATRICK MENSCHING JR
 RICHARD A. MILBREN
 J. LYON MORSEHEAD
 JANICE LOGAN MORROW
 ROBERT A. NANCE
 GARY L. NEAL
 MARY L. NEUMS
 MARGARET A. NUNBERG
 JAMES O. ORBISON
 DAVID P. PAGE
 CHERY L. PETERSON
 JAMES R. POLAN
 RICHARD P. POPKOSKY
 VICTORIA L. RADLEY
 FRED RAHAL, JR
 USA R. RIGGS
 M. DAVID RIGGS
 STEPHEN B. RILEY
 RANDALL A. RINGQUEST
 MARY J. ROUNDS
 WILLIAM C. SEARBY
 KRISTINE SHELLINGTON
 ROBERT P. SKEITH
 KENNETH M. SMITH
 SCOTT D. SMITH
 BETTY J. SOMMERS
 KIMBERLY L. SPARKS
 BEVERLY A. STEWART
 STEPHANIE L. THEBAN
 DAVID H. THOMAS
 ELLIEN M. THOMAS
 HARLEN W. THOMAS
 REY W. THOMPSON
 CHERYL A. TOMASKY
 STELLA M. TREB
 MICHAEL C. TURPEN
 LINDA JAN ARKELOR
 KAREN GARDEN WALSH
 SHARON K. WEAVER
 JOSEPH R. WELLS
 BRIAN S. WALKERSON
 DOUGLAS A. WILSON
 LUCAS A. WRIGHT
 JERRY L. WITT
 COURTNEY M. WOLYN
 MICHAEL P. WOSNACK
 GARY W. WOOD
 ROBERT J. WYATT
 TRACY S. ZANK
 Of Counsel
 BRIGGS P. JONES
 B. BRAD HENKIN
 Peter J. Regan
 Counselors at Law

February 21, 2008

Michael Sugar
 Linda Sugar
 143 Gage Rd.
 Rifle, CO 81650-7103

RE: Pat and Gary Wallace

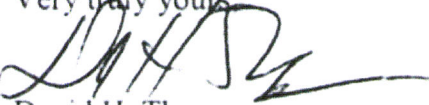
Dear Mr. and Mrs. Sugar:

Pat Wallace has contacted this Firm regarding matters that have deeply troubled her and her spouse, Gary. I understand that Pat and Gary Wallace own Parcel 3 in the Craig Subdivision, and that your property is near the property of Pat and Gary Wallace.

Mrs. Wallace states to me that you have constructed a gate that cuts across a roadway easement that had been conveyed to the property owners within the Craig Subdivision. Mrs. Wallace states to me that you have demanded that she and her husband open and close this gate as they use the roadway easement. In the view of Pat and Gary Wallace, your conduct is interfering with their rightful use of the easement. Interference with an easement is a form of trespass. I understand that Gary Wallace was injured as he was closing this gate. Pat and Gary Wallace demand that you immediately cease interfering with their use of the easement.

Mrs. Wallace states to me that you have been communicating to third parties defamatory statements about her and her spouse. Mrs. Wallace demands that you cease making these statements.

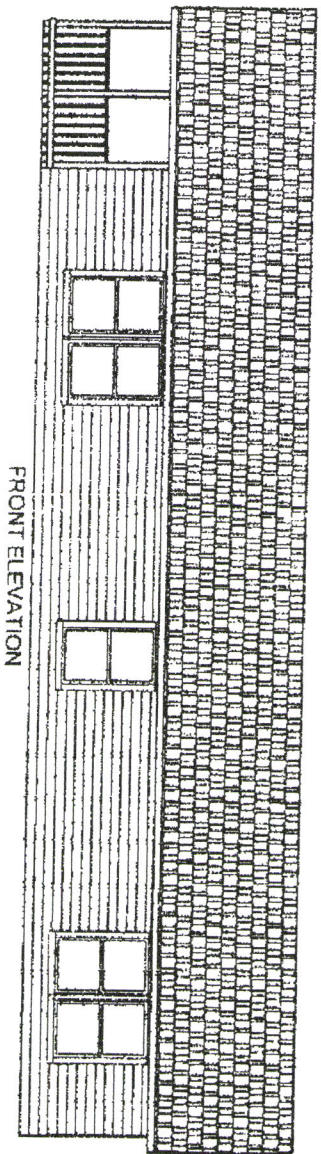
Pat and Gary Wallace ask that you only communicate with them through your attorney. In order to expedite a resolution to this matter, this Firm asks that your attorney sends all further communications regarding this matter directly to Pat Wallace at P.O. Box 201, Rifle, Colorado 81650-0201. Your attorney has my permission to communicate directly with Pat and Gary Wallace.

Very truly yours

 David H. Thomas
 For the Firm

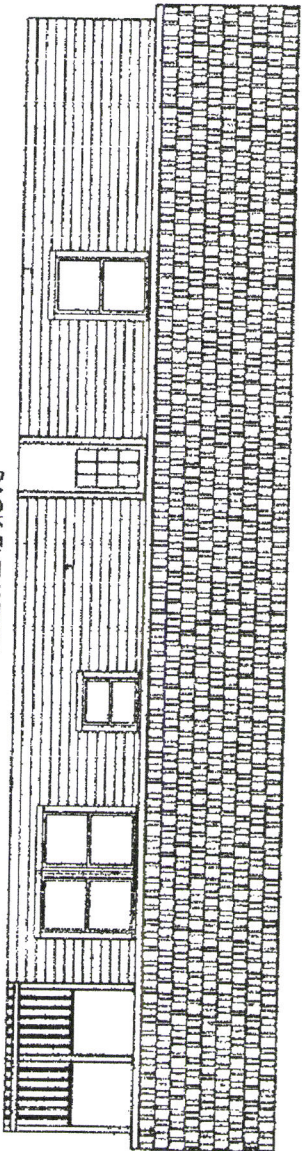
DHT/fo
 Cc: Wallace Intake 479402

Yukon - Lot 14-07

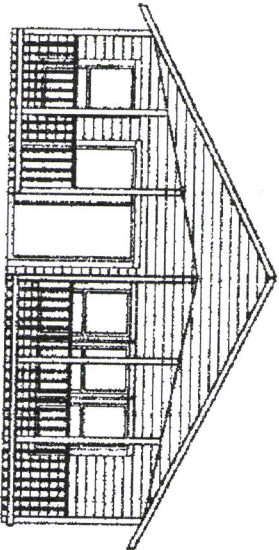
SALES: *[Signature]*
CUST: _____



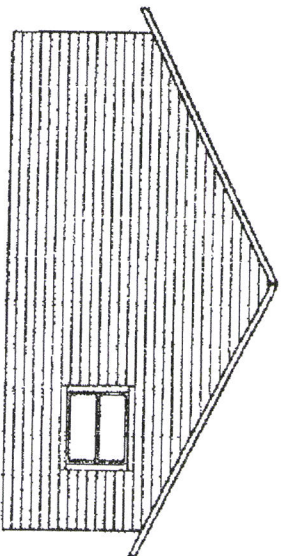
FRONT ELEVATION



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



SUMMIT CREST HOMES
COLORADO BUILT - DIVISION 22

2221 CLAYTON LANE, P.O. BOX 18, BERTHOUD, CO 80513

DATA SEAL

MODIFICATIONS

MODEL: 807-IRC-34552

MEADOW CREEK 2005

TITLE: ELEVATIONS

PROPRIETARY AND CONFIDENTIAL
THIS PLAN AND SPECIFICATIONS ARE ORIGINAL
PROPERTY OF SUMMIT CREST HOMES
COPYRIGHT © 2005 BY DIVISION 22

DRAWN BY: GNG DATE: 08-12-05
SCALE: 1/8" = 1'-0"

SHEET:

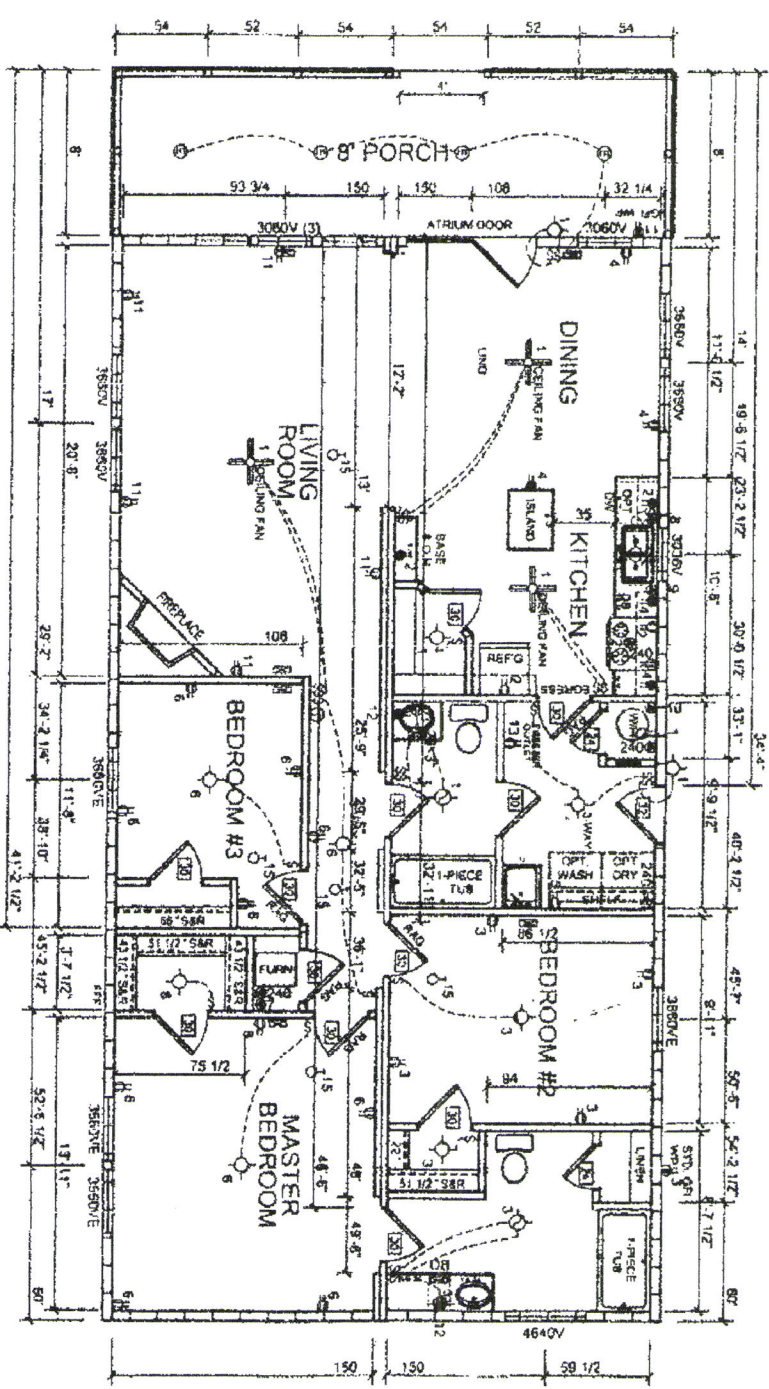
EL-1

1411111 6-01


807-IRC-34552
6:12 PITCH

SALES: *[Signature]*
CUST: _____

LIGHT & VENT SCHEDULE			
ROOM	AREA	RECD LIGHT	RECD VENT
BEDROOM #1	124.0 SF	9.8 SF	5.0 SF
BEDROOM #2	98.1 SF	7.1 SF	3.8 SF
BEDROOM #3	134.0 SF	11.0 SF	5.3 SF
LIVING ROOM	298.3 SF	20.7 SF	10.2 SF
MASTER BEDROOM	174.0 SF	13.9 SF	7.0 SF



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SUMMIT CREST HOMES
COLORADO BUILT - DIVISION 22

2221 CLAYTON LANE, P.O. BOX 10, BERTHOUD, CO 80513

DARIA SEAL

MODIFICATIONS

MODEL: 807-IRC-34552
MEADOW CREEK 2008

TITLE: FLOOR PLAN ELEC PLAN

DRAWN BY: D. PLANT DATE: 9-8-08

SCALE: 1/8" = 1'-0"

SHEET: A-1 E-1

PROPRIETARY AND CONFIDENTIAL
THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL
PREPARED BY AND FOR THE EXCLUSIVE USE OF SUMMIT
CREST HOMES. NO PART OF THESE DRAWINGS OR
SPECIFICATIONS IS TO BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR BY ANY MEANS
ELECTRONIC OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING, OR BY ANY
INFORMATION STORAGE AND RETRIEVAL
SYSTEM, WITHOUT PERMISSION IN WRITING
FROM SUMMIT CREST HOMES.

Gary and Pat Wallace
PO Box 201, 1065 Gage Rd.
Rifle, Co. 81650
970-379-0526
970-625-0522

09/16/08

RE: Vegetation Management Dept. request

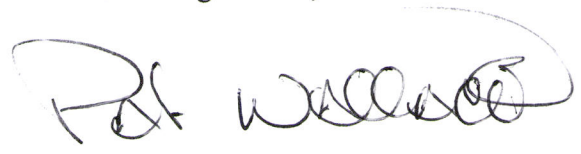
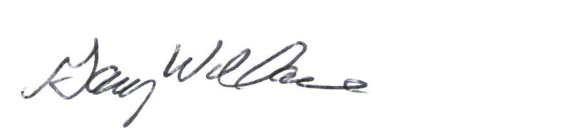
Attn: Dustin Dunbar, AICP

Hi Dusty,

As per your request we have contacted Steve Anthony with the Vegetation Management Department. He has done an inventory of the property and has identified one noxious weed, Canada thistle, in the area of the yard light. His recommendation is to wait until the first hard freeze and then spray the thistle with 'Round-up'. We will follow through with this action and continue to do so until this weed is eradicated.

Again we thank you, Dusty, for your help in our endeavor. You have made this a pleasurable and painless process – we commend you for your efforts!! Thank You!!!

With sincere gratitude,

Neighboring property owners;

(1) BLM

(2) Nick Yerian
1055(?) Gage Rd.
Rifle, Co. 81650

(3) Mike and Linda Sugar
0143 Gage Rd.
Rifle, Co. 81650

Mineral right owners;

(1) Martha E. Porter
2571 Co. Rd. 314
New Castle, Co.

(2) Mike and Linda Sugar
0143 Gage Rd.
Rifle, Co. 81650

- (1) The utilities to provide water will be from an existing shared well – Water Resources State Engineer Colo. permit number 228027, rec. number 9500173.
An individual sewage disposal system will be designed according to standards and Regulations required.
- (2) Street improvements will be constructed in conjunction with requirements of the Road and Bridge department of Garfield Co.
- (3) The proposed ADU will comply to all County building code requirements with the gross floor area for residential use occupancy of 1,200 feet.



Xcel EnergySM

414 Nicollet Mall
Minneapolis, Minnesota 55407-1993

May 27, 2004

200 W 20TH ST B2
RIFLE, CO 81650

Re: Service Order Confirmation

App Reference#: T140757
Service type: ELECTRIC UNDERGROUND
Service Address: 1065 GAGE RD
RIFLE, CO 81650
Legal Description: Lot:
Block:

Gas Installation

Prior to Xcel Energy service installation, please make sure the following are completed on your site:

- For builders, the site must be within 4"-6" of final grade in installation area.
- The path must be clear of all obstacles from the meter location to the distribution source.
- All private utilities must be clearly marked or identified including sprinkler systems, septic tanks, sewer lines, drain fields, invisible fences, electric lines, pipelines and water wells. Xcel Energy is not responsible for damage to these items if they are not clearly marked.

Prior to energizing the system:

- Customer piping must be inspected before gas is turned on in certain service territories.

Electric Installation

Prior to Xcel Energy service installation, please make sure the following are completed on your site:

- For builders, the site must be within 4"-6" of final grade in installation area.
- All private utilities must be clearly marked or identified. Xcel Energy is not responsible for damage to these items if they are not clearly marked.

Prior to energizing the system:

- Be sure all electrical approvals are completed and filed with Xcel Energy.

If there are any changes or additions to this information, please call Xcel Energy's Builders Call Line at 1-800-628-2121 or email to us at builders.call.line@xcelenergy.com. Our representatives are available from 7 a.m. to 5:30 p.m., Monday through Friday. Thank you for requesting service from Xcel Energy. We appreciate your business.

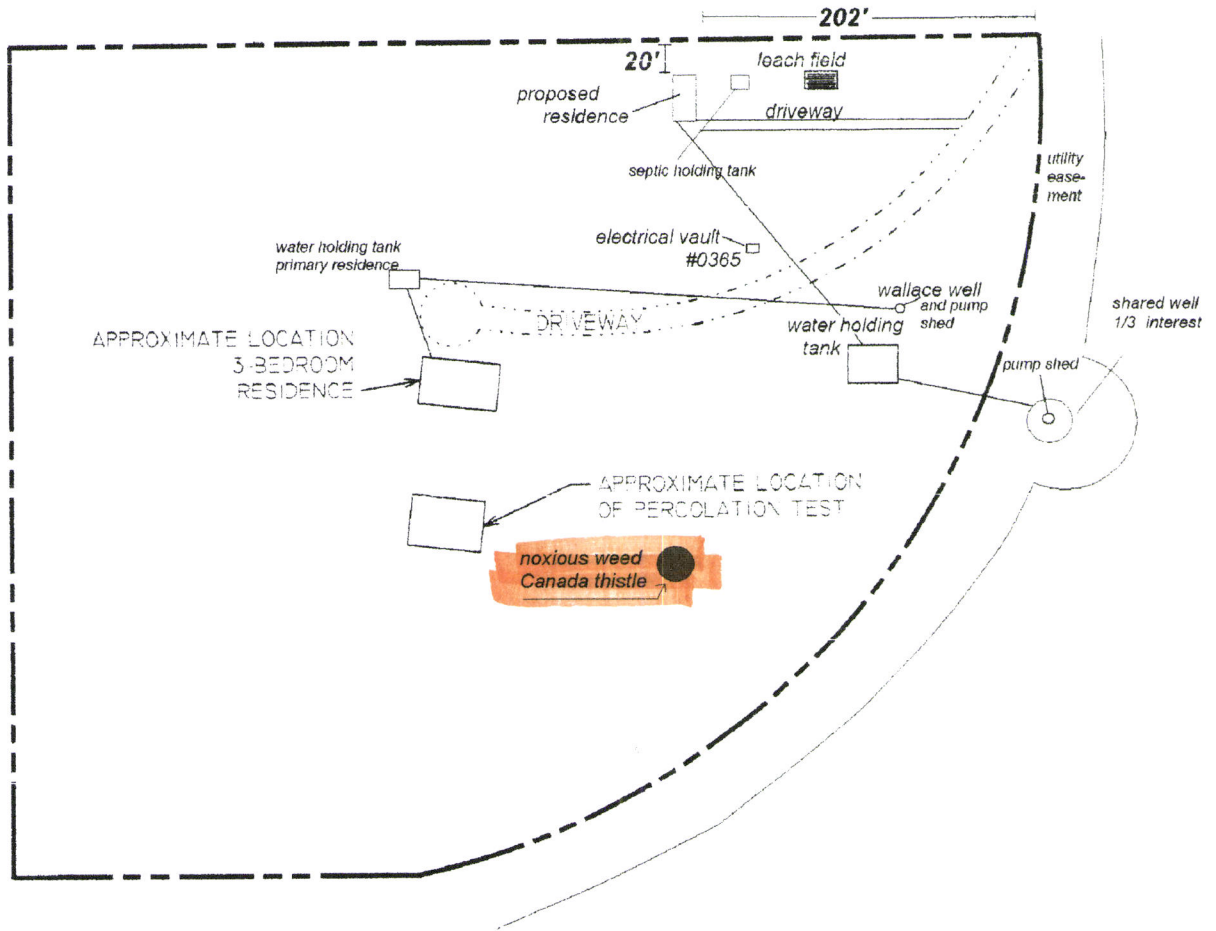
Sincerely,

Builder's Call Line
Xcel Energy

1065 GAGE ROAD
GARFIELD COUNTY, COLORADO

2008

SCALE
1" = 100'



THE LOCATION OF EXISTING AND PROPOSED IMPROVEMENTS SHOWN HEREIN AND THE WELL AND/OR DRAIN FIELD LOCATIONS STAKED AT THE SITE ARE NOT THE RESULT OF A PROPERTY SURVEY. IMPROVEMENT LOCATIONS ARE APPROXIMATE. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO DEFINE PROPERTY BOUNDARIES AND ENSURE ALL ONSITE IMPROVEMENTS ARE LOCATED WITHIN THE PLATTED SITE AND OUT OF INAPPROPRIATE EASEMENTS. ALL SEPARATION DISTANCES ARE TO BE VERIFIED PRIOR TO EXCAVATION.

SITE PLAN

JOB NO. 16464

FIGURE 1

The shared well history

This is a list of the improvements that Gary and I have personally made on the shared well.

1. Well casing was put into place when we hooked up our water line.
2. Installed electric meter to code
3. Pressure tank and hardware installed
4. Legal water lines (within the utility easements), hardware and water meters installed
5. 1 1000 gallon water holding tank had been installed
6. 1 under ground pump house with second pressure tank installed

As first time property owners we have encountered many unforeseen obstacles. Our cost to abide by the water sharing agreement, our attempt to improve the water system for all three residences and to bring this subdivision up to county codes has been a challenge we hope worthy of our continued effort to maintain the property value. We have personally invested over \$15,000 above our initial investment and hundreds of hours laboring on a water system that should have already been all done and said before we bought this property. It is now remedied and we hope to move on.

With our continued efforts, we hope to maintain the value of our investments and improve our future prospects here in Garfield County. We thank you for your time!!

Sincerely,
Pat Wallace
Gary Wallace

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**DECLARATION OF EASEMENTS, COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR CRAIG SUBDIVISION**
Garfield County, Colorado

The undersigned, Barton F. Porter and Linda S. Craig (hereinafter "Declarants"), being the sole owners of certain real property located in Garfield County, Colorado, having caused the same to be divided into three (4) parcels, as described in Garfield County Resolution No. _____ (hereinafter the "Subdivision") recorded the _____ day of _____, 2000, in Book _____ at Page _____ as Reception No. _____ in the records of the Clerk and Recorder of Garfield County, Colorado, (the "Plat"), and described as follows:

A parcel of land situated in E1/2NW1/4 and the N1/2SW1/4 of Section 35, Township 6 South, Range 93W, Sixth Principal Meridian, County of Garfield, State of Colorado: Said Parcel being more particularly described as follows:

Lot 1,2,3, and 4 Craig Exemption Subdivision according to Plat filed as Rec. No.

COUNTY OF GARFIELD
STATE OF COLORADO

Declarants desire to create a Planned Community Common Interest Community, to be known as Craig Subdivision, in which certain common property will be owned by the Craig Subdivision Homeowners Association, a Colorado nonprofit corporation, its successors and assigns (the "Association"). Declarant makes the following declarations:

**ARTICLE 1
COVENANTS AND RESTRICTIONS**

1.1 **Imposition of Covenants:** Declarants hereby makes, declares, and establishes the following covenants, conditions, restrictions, and easements ("Covenants") which shall affect all of the property. From this day forward, the Property shall be held, sold and conveyed subject to these Covenants. These Covenants shall run with the land and shall be binding upon all persons or entities having any right, title or interest in all or any part of the property, including Declarants, an their heirs, successors, assigns, tenants, guests and invitees. These covenants shall inure to and are imposed for the benefit of all Lot Owners of parcels of land located within the Property. These Covenants create specific right and privileges which may be shared and enjoyed by all owners and occupants of any part of the property. Declarants hereby submits the Craig Subdivision to the provisions of the Colorado Common Interest Ownership Act, Sections 38-39.3-101, et seq, Colorado Revised Statutes, as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

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30-

SAME HAS LAST

This general easement shall in no way affect, avoid, extinguish, or modify any other recorded Easement on the Property. All service connections to (including transformers) primary utility lines serving each Parcel shall be the sole responsibility of the Parcel Owner.

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

ARTICLE III THE ASSOCIATION

3.1 Membership. Every person, by virtue of being a Lot owner and while such person is a Lot Owner, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. No Lot Owner, whether one or more persons, shall have more than one membership per Lot owned, but all of the persons owning each Lot shall be entitled to rights of membership and use and enjoyment appurtenant to such ownership.

3.2 Authority. The maintenance of the road shall be managed by the Craig Homeowners Association, a Colorado nonprofit corporation.

3.3 Powers. The Association shall have all of the powers and authority permitted under the Act necessary and proper to manage the affairs of Gage Road.

ARTICLE IV COVENANTS FOR COMMON EXPENSE ASSESSMENTS, RESTRICTIONS AND MAINTENANCE

4.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments. Declarants, for each Lot, hereby covenants, and each Lot Owner of any Lot, by acceptance of a deed therefor, whether or not is shall be so expressed in any such deed, are deemed to covenant and agree to pay to the Association Common Expense Assessments. Such assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Lot Owner at the time when the assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. The Common Expense Assessments of the Association shall be a continuing lien upon the Lot against which each such assessment is made. A lien under this Section is prior to all other liens and encumbrances on a Lot except: (a) a first lien Security Interest on the Lot recorded before the recordation of the Declaration;

(b) a first lien Security Interest on the Lot recorded before the date on which the Common Expense Assessment sought to have been enforced became delinquent; and (c) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not prohibit an action to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Lot shall not affect the Association's lien except that sale or transfer of any Lot pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the Association's lien as provided in the Act. No such sale, transfer, foreclosure, nor cancellation or forfeiture shall relieve any Lot Owner from continuing liability for any Common Road Expense Assessments thereafter becoming due, nor from the lien thereof.

4.2 Apportionment of Common Expenses. Common Expenses shall be allocated and assessed against Lots based on an equal share for each lot.

4.3 Purpose of Assessments. Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of Craig Subdivision and for the improvement and maintenance of Gage Road, but not limited to the cost of labor, equipment, materials, and other customary charges.

4.4 Commencement of Common Expense Road Assessments. Common Expense Road Assessment shall be payable on a monthly basis by each Lot owner. Cost to be determined upon the termination of the Petroleum Company's Lease, who at present time maintains the road.

4.5 Effect of Non-Payment of Assessments. Any assessment, charge or fee provided for in this Declaration, or any monthly fee thereof, which is not fully paid within ten(10) days after the due date thereof shall bear interest at the rate as determined by the Board. A late charge of up to five (5%) of each past due payment may also be assessed thereon. Further, the Association may bring an action at law or in equity, or both, against any Lot Owner personally obligated to pay such overdue assessments, charges, or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Lot Owner's Lot. An action at law or in equity by the Association against a Lot Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien.

4.6 Obstructions. There shall be no obstruction or interference with the free use of Gage Road, or any easement, except as may be reasonably required for repairs. The Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of any easement. The Association shall have the right of entry on any part of the Property for the purposes of enforcing this Section. Any costs incurred by the Association in connection with such enforcement shall be assessed to the persons responsible for the interference.

4.7 Association's Maintenance Responsibility. The Association shall maintain and keep the Common Elements in good condition and repair the cost of which shall be included as part of the Common Expense, subject to the Bylaws and Association Rules. If, due to the act or neglect of a Lot owner or a Lot Owner's invitee, guest or any other occupant of a Lot, damage shall be caused to the Common Elements or to a Lot owned by another, then such Lot Owner shall pay the costs of repairs and replacement as may be determined against such Lot Owner secured by the lien provided for in Section 4.1 above.

ARTICLE V ENFORCEMENT OF COVENANTS

5.1 Violation Deemed A Nuisance. Every violation of this Declaration is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies provided for the abatement of the violation of these Covenants shall be available.

5.2 Compliance. Each Lot Owner and any other occupant of any part of this property shall comply with the provisions of these Covenants as the same may be amended from time to time. Failure to comply with these Covenants shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.

5.3 Who May Enforce. Any action to enforce these Covenants may be brought by the Declarant or the Board in the name of the Association on behalf of the Lot Owners. If, after a written request from an aggrieved Lot Owner, neither of the foregoing entities commence an action to enforce these Covenants, then the aggrieved Lot Owner may bring such an action.

5.4 Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

5.5 Nonliability. No member of the Board, the Declarants, the Association or any Lot Owner shall be liable to any other Lot Owner for the failure to enforce these Covenants at any time.

5.6 Recovery of Costs. If legal assistance is obtained to enforce any provision of these Covenants, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of these Covenants or the restraint of violations of these Covenants, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

IN WITNESS WHEREOF, the Declarants has executed this Declaration this 3 day of May, 2000.

Barton F. Porter
Barton F. Porter

Linda Craig
Linda Craig

STATE OF COLORADO S
S ss.
COUNTY OF GARFIELD S

The foregoing instrument was subscribed and sworn before me this 3rd day of May, 2000, by Barton F. Porter and Linda S. Craig

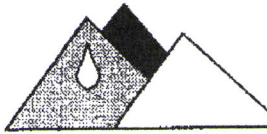
Witness my hand and official seal.

Margaret R. Joy
Notary Public

My Commission Expires: 12/23/2000

DECLARATION OF EASEMENTS/COVENANTS

MARGARET R. JOY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/23/2000



CHURCH & Associates, Inc.

ENGINEERS & GEOLOGISTS

June 8, 2004

Gary Wallace
P.O. Box 201
Rifle, Colorado 81650

*For Land Per.
PROPOSED
SEPTIC
SYSTEM
08*

Subject: Revised OWS Design, Proposed Residence
1065 Gage Road
Garfield County, Colorado
Job No. 16464

Mr. Wallace,

As requested, we have prepared a revised onsite wastewater system (OWS) for the proposed residence. Our original report, dated June 2, 2004, under Job No. 16464, should be discarded to avoid confusion. The percolation test was performed by Garfield County Building and Sanitation Department (GCBSD).

SITE CONDITIONS

The property is in a rural residential area of Garfield County, where OWS are required. The area of the proposed drain field has a slight slope with scarce vegetation. A well exists off the property greater than 100 feet from the proposed drain field area.

PROPOSED CONSTRUCTION

A 3-bedroom residence is proposed at the location presented on Figure 1. The OWS was sized based 3 bedrooms and 450 gallon per day (GPD) using GCBSD loading of 75 GPD per person. The sewage loading with a peaking factor of 1.5 is 675 GPD. This loading includes washing machines and garbage grinders.

If the owner is anticipating finishing of additional bedrooms in unfinished areas, we recommend the OWS be constructed to handle the additional loading. Our office should be contacted to revise this design, if additional bedrooms are proposed.

SUBSURFACE CONDITIONS

The percolation test was performed by GCBSD in May 2001, as indicated on Individual Sewage Disposal Permit No. 3922, dated May 24, 2001. No subsurface details are listed in the permit. An 8-foot deep test pit must be excavated prior to the installation of this design to determine subsurface conditions and possible evidence of shallow ground water or bedrock. A percolation rate of greater than 90 minutes per inch (MPI) is listed on the permit. The permit has been included as Appendix A.

RECOMMENDATIONS

The OWS includes a septic tank and a gravelless chamber-trench drain field. The OWS is designed on a percolation rate of 90 MPI and an average sewage loading of 450 GPD. The installation must include one 1000-gallon, two-compartment, plastic septic tank. Garfield County does not require the installation of an effluent filter in the septic tank. CHURCH & Associates, Inc. (CHURCH) recommends the use of an effluent filter to extend the life of the drain field. The drain field installation must include 1404.9 ft² of absorption area in eight trenches with 11 Infiltrator® Equilizer® 36 chambers each, for a total of 88 chambers, as presented on Figures 2 and 3. The drain field configuration can be modified to fit the topography, as presented on Figures 2 and 3. The drain field configuration can be modified to fit the topography. The trenches should be backfilled to reestablish the original slope.

The surface of the drip irrigation should be seeded after installation of the system. A native seed mix from the area available at seed stores should be used. These mixes do not require irrigation and develop a growth 10 to 15 inches high. No automatic sprinkler system should be installed over the field.

INSTALLATION OBSERVATIONS

The installation of the OWS is to be observed by the design engineer. Observation is required prior to backfill. At that time, the septic tank is to be installed with risers on the tank, and inlet and outlet connections properly bedded. The drain field is to be ready for backfill with dispersal pipes in place. Other components such as distribution valves, effluent filters or pumping systems, as applicable, will be observed at that time. **Property corners or lines must be clearly marked and labeled.** The installation observations will be invoiced separately and are not included in our design fees.

OPERATION AND MAINTENANCE

The owner must realize an OWS is different from public sewer service. **The owner must assume responsibility for continued maintenance of the system.** In the absence of a monitoring program, septic tanks must be pumped every 2 years. Effluent filter and screened vaults, as applicable, are to be cleaned at the time of pumping or as needed. Disposal of plastic or other non-biodegradable material into the OWS should be avoided. Water use must be monitored so toilets are not allowed to run when seals malfunction. To illustrate the point, a malfunctioning toilet can consume in excess of 1000 GPD. An excess 1000 GPD loading could flood and irreparably harm the OWS.

We caution against the installation of a water softener. The chemical and hydraulic loading from the backwash of a water softener can be detrimental to the OWS, and a separate dry well should be constructed for the backwash brine. Chemically treated water from a swimming pool or spa should not be introduced into the OWS. Livestock and automobile traffic should be kept off the drain field. No landscaping or plastic can be used over the drain field that will reduce the performance of the drain field. The OWS is designed for normal Colorado climate of approximately 15 inches of precipitation per year. Watering over the drain field area will add to the hydraulic loading, which can adversely affect the performance, and possibly the longevity of the OWS.

LIMITATIONS

An OWS requires installation by a contractor who is experienced in its installation. Our design and recommendations are based on data submitted. If proposed construction is changed, we should be notified to evaluate the effect of the changes on the OWS. Our office should be contacted prior to any modifications to this design to evaluate the effect of the modification.

Pipe type and size, burial requirements, septic tank construction, and other specifications that are not depicted in our report are to conform to the requirements of the ISDS regulations. The installer of the system is to be approved by the county health department, and is to have demonstrated knowledge of the ISDS regulations and requirements.

If there are questions or if we can be of further service, please call.

Sincerely,

CHURCH & Associates, Inc.

Eric R. Burns

Eric R. Burns
Design Technician

SDU/erb

3 copies sent via FedEx to: Gary Wallace
200 West 20th Street, #B2
Rifle, Colorado 81650

Reviewed by:

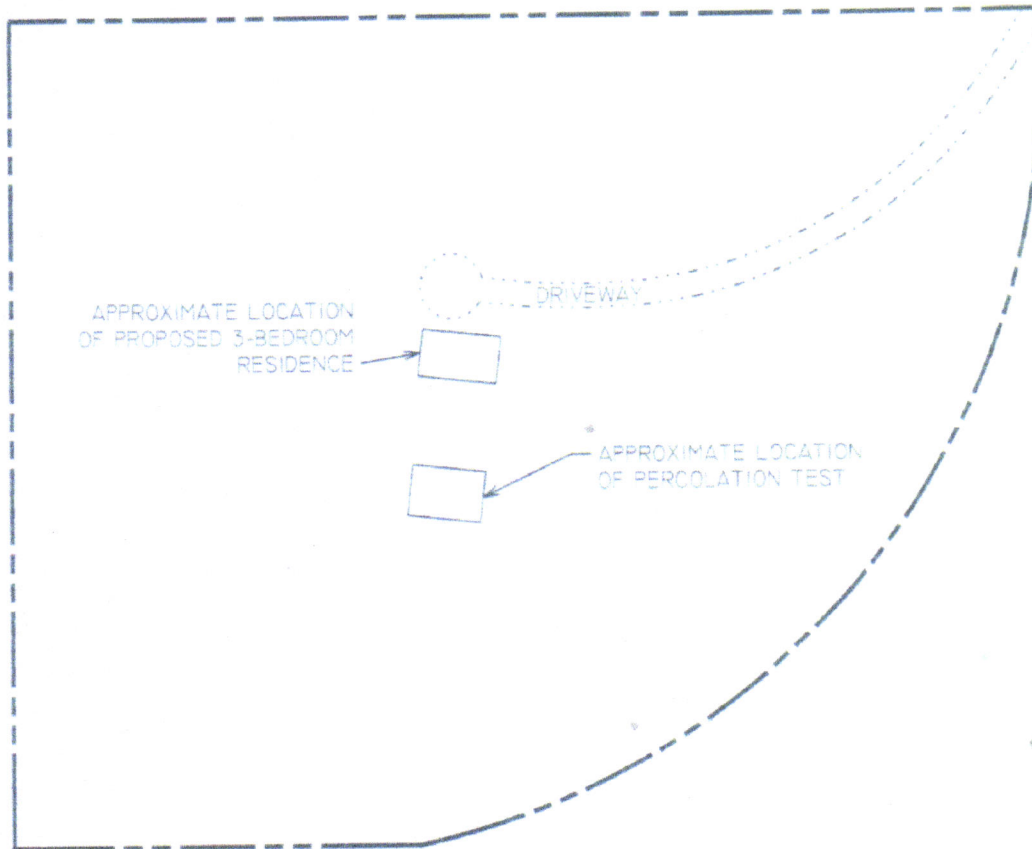
Samuel D. Urton

Samuel D. Urton, P.E.



1065 GAGE ROAD
GARFIELD COUNTY, COLORADO

SCALE
1" = 100'



THE LOCATION OF EXISTING AND PROPOSED IMPROVEMENTS SHOWN HEREIN AND THE WELL AND/OR DRAIN FIELD LOCATIONS STAKED AT THE SITE ARE NOT THE RESULT OF A PROPERTY SURVEY. IMPROVEMENT LOCATIONS ARE APPROXIMATE. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO DEFINE PROPERTY BOUNDARIES AND ENSURE ALL ONSITE IMPROVEMENTS ARE LOCATED WITHIN THE PLATTED SITE AND OUT OF INAPPROPRIATE EASEMENTS. ALL SEPARATION DISTANCES ARE TO BE VERIFIED PRIOR TO EXCAVATION.

SITE PLAN

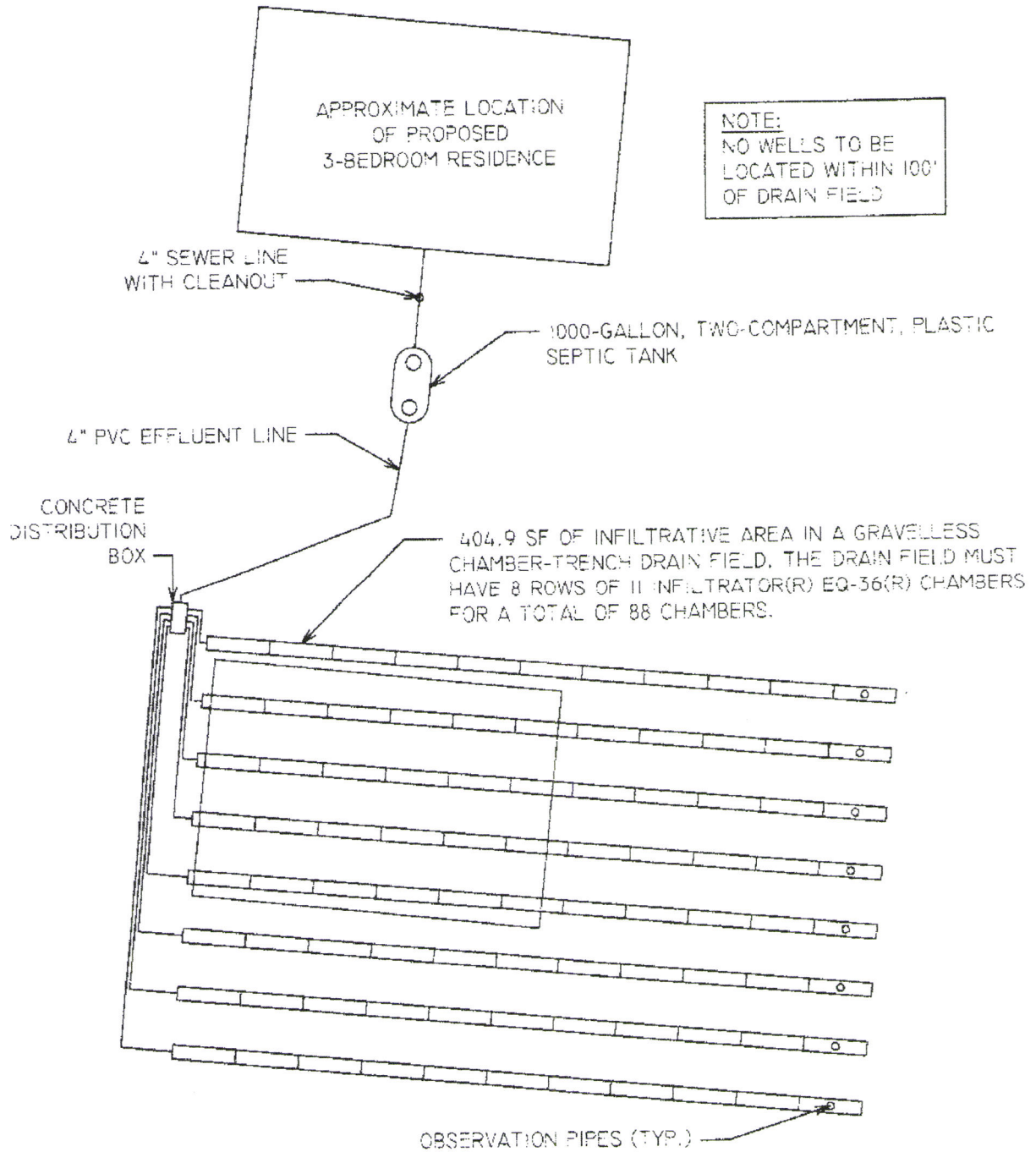
JOB NO. 16464

FIGURE 1

1065 GAGE ROAD
GARFIELD COUNTY, COLORADO

DRIVEWAY

SCALE
1" = 20'

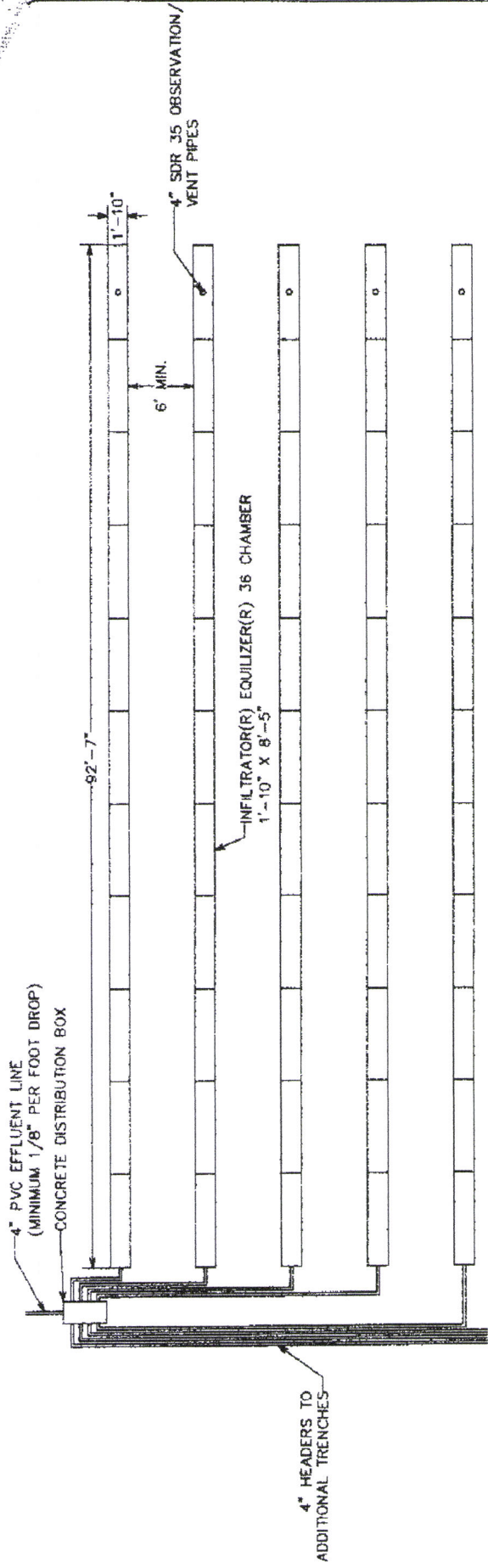


LOCATION OF PROPOSED OWS

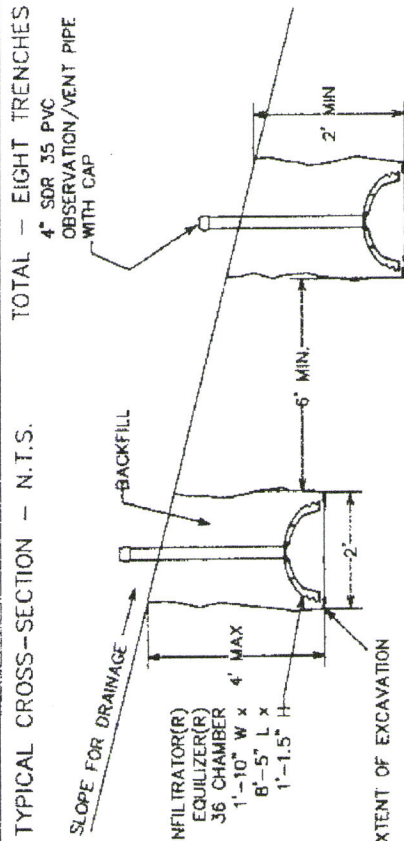
JOB NO. 16464

REVISED FIGURE 2

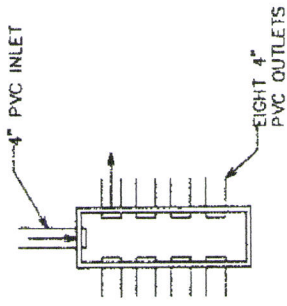
TYPICAL PLAN VIEW - N.T.S.



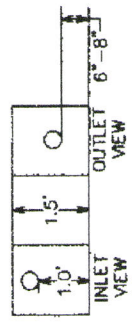
TYPICAL CROSS-SECTION - N.T.S.



CONCRETE DISTRIBUTION BOX (TYP)



*MINIMUM 9 OUTLET BOX REQUIRED



CALCULATIONS AND SPECIFICATIONS

DESIGN CRITERIA
STRUCTURE - 3 BEDROOM RESIDENCE
LOADING - 75 GPD PER PERSON
TOTAL LOADING - 0 - 450 GPD
PERCOLATION RATE - 90 MPiF
AREA - ((1.5 X Q) X sqrt 90) / 5
MINIMUM AREA - 1281 SF

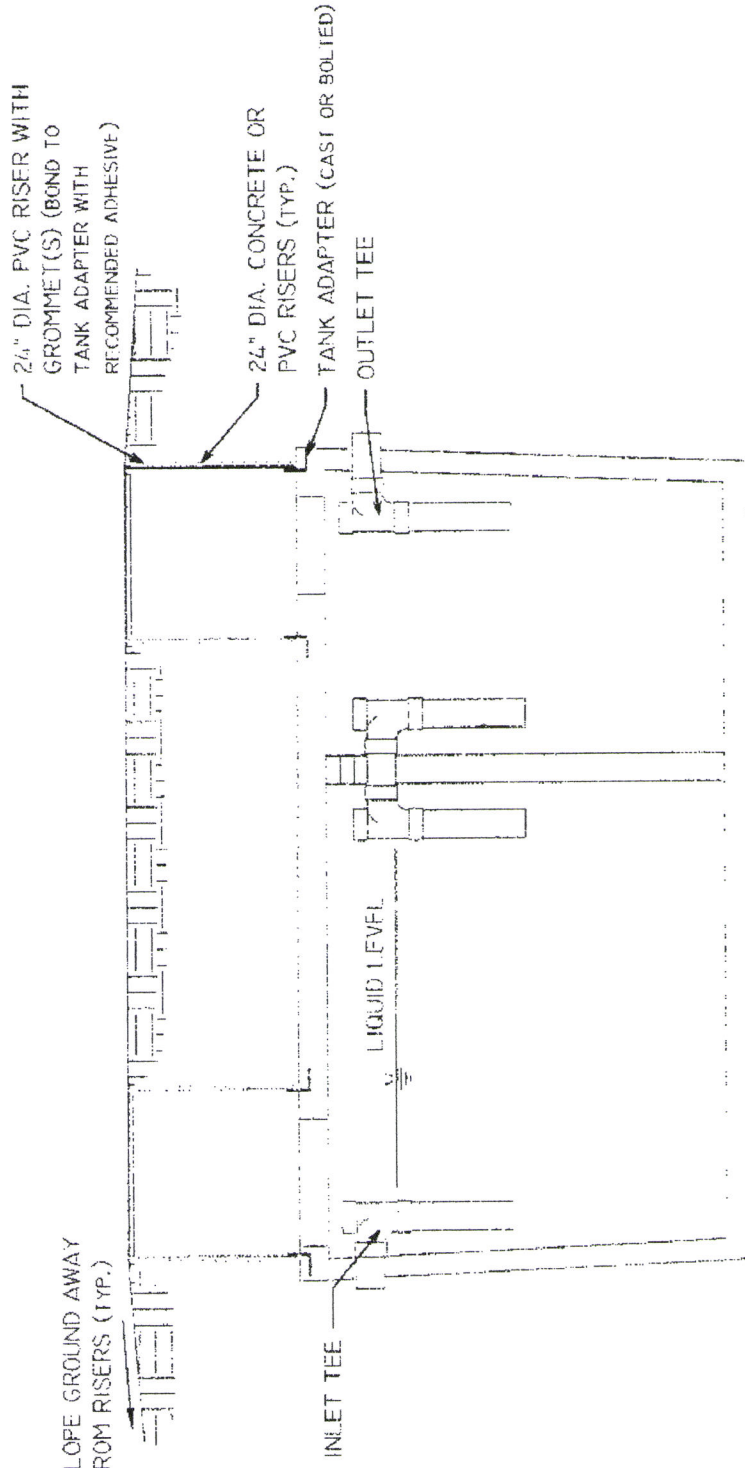
TRENCH SPECIFICATIONS

NUMBER OF TRENCHES - 8
LENGTH OF EACH TRENCH - 92'-7", 11 CHAMBERS
WIDTH OF EACH TRENCH - 1'-10", 1 CHAMBER
TOTAL NUMBER OF CHAMBERS - 88 CHAMBERS
TOTAL AREA - (88 X 15.965) = 1404.9 SF

TREATMENT UNIT SPECIFICATIONS

TOTAL MINIMUM CAPACITY = 250 + (3 BEDROOMS X 250 GALLONS) = 1000 GALLONS
RECOMMENDATION - ONE 1000-GALLON, TWO-COMPARTMENT, PLASTIC SEPTIC TANK

1000-Gallon, Two-Compartment, Septic Tank



CHURCH & Associates, Inc.
ENGINEERS & GEOLOGISTS
4501 Wadsworth Boulevard
Wheat Ridge, Colorado
80033 Phone: (303) 463-9317

TYPICAL SEPTIC TANK

JOB NO. 16464
REVISED FIGURE 4

APPENDIX A

1065 GAGE ROAD

GARFIELD COUNTY BUILDING AND SANITATION DEPARTMENT

INDIVIDUAL SEWAGE DISPOSAL PERMIT NO. 3922

APRIL 24, 2001

5.03.021 Accessory Dwelling Unit

- (1) Lot size is 6.52 acres with slopes less than 40%.
- (2) The gross floor area for residential use occupancy is 1,386 sq. ft.
- (3) This unit is allowed by covenant.
- (4) We own a third interest in a shared well located on an adjoining lot, Permit # 228027, rec. # 9500173. We also have a new Well, the Wallace well, Permit # 66111-F.
- (5) Upon approval of the ADU there will be an individual sewage Disposal system designed in compliance with the County regulations.
- (6) There is a leasehold interest in this dwelling unit.
- (7) All construction will comply with County building code requirements.

Mr. Gary Wallace and Ms. Pat Wallace
PO Box 201
Rifle, Co. 81650

July 27, 2008

Garfield County Building and Planning Dept.

RE: Special Use Permit Application for an ADU in the ARRD zone district

Attn: Dustin Dunbar, AICP

Dear Dustin,

I would like to address the deficiencies in our application for a special use permit.

Our well sharing agreement has three residences, ourselves, Ron Hays, and Nick Yerian.

There is a second pump shed and pump for the Wallace well.

There are two water holding tanks, both on our property, which have no relationship to one another. A 1000 gallon water holding tank, per residence, is required by the water sharing agreement. We are using one holding tank for the present residence, which runs from the Wallace well to a separate pump shed and then to the holding tank closest to the house. The second water holding tank was put into place by us (closer to the well) because one of the residences had not complied with the 'required' holding tank and subsequently, they were constantly draining the 40 gallon pressure tank in the other pump house, causing issues. To curb this problem, we installed the second water holding tank with the intention of having them run the water out of the 'shared' holding tank instead of the pressure tank.

This will be a leasehold unit.

We thank you for your time and await your reply.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Wallace", written over a faint circular stamp or watermark.

430

Doc 8.50

Filed for record the _____ day of _____, A.D. _____, at _____ o'clock _____ M. _____
Reception No. _____ By _____ RECORDER. DEPUTY.

WARRANTY DEED

THIS DEED, Made on this day of March 23, 2004, between
MICHAEL HINKLEY AND STEPHANIE M. HINKLEY

of the _____ County of _____ and State of COLORADO, of the Grantor(s), and
GARY A. WALLACE AND PATRICIA A. WALLACE

whose legal address is : 200 W. 20TH STREET, UNIT B2, RIFLE, CO 81650
of the _____ County of GARFIELD and State of COLORADO, of the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of (\$85,000.00)
***** Eighty Five Thousand and 00/100 ***** DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the _____ County of GARFIELD and State of Colorado, described as follows:

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

also known as street number

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), their heirs and assigns, that at the time of the **ensealing and delivery** of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, **SUBJECT TO GENERAL TAXES FOR THE YEAR 2004; AND EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, IF ANY; AND DISTRIBUTION UTILITY EASEMENTS; AND MATTERS NOT SHOWN BY THE PUBLIC RECORDS BUT OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE; AND INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT; AND THE BENEFITS AND BURDENS OF ANY DECLARATION AND PARTY WALL AGREEMENTS, IF ANY.**

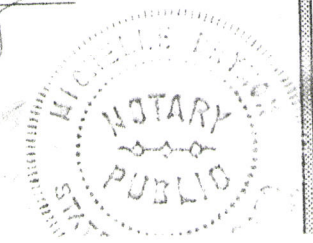
The Grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural,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

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

By: [Signature]
MICHAEL HINKLEY

By: [Signature]
STEPHANIE M. HINKLEY

STATE OF COLORADO)
County of Garfield) ss.



whose legal address is : 200 W. 20TH STREET, UNIT B2, RIFLE, CO 81650
of the _____ County of GARFIELD and State of COLORADO, of the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of (\$85,000.00)
*** Eighty Five Thousand and 00/100 *** DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the _____ County of GARFIELD and State of Colorado, described as follows:

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

also known as street number

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, SUBJECT TO GENERAL TAXES FOR THE YEAR 2004; AND EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, IF ANY; AND DISTRIBUTION UTILITY EASEMENTS; AND MATTERS NOT SHOWN BY THE PUBLIC RECORDS BUT OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE; AND INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT; AND THE BENEFITS AND BURDENS OF ANY DECLARATION AND PARTY WALL AGREEMENTS, IF ANY.

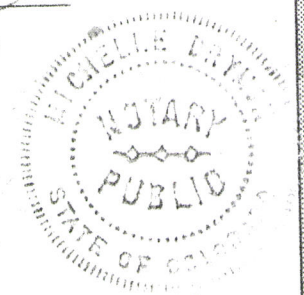
The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural,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

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

By: [Signature]
MICHAEL HINKLEY

By: [Signature]
STEPHANIE M. HINKLEY

STATE OF COLORADO)
County of Garfield)ss.



The foregoing instrument was acknowledged before me on this day of March 23, 2004
by MICHAEL HINKLEY AND STEPHANIE M. HINKLEY

My commission expires Sept 2005
Witness my hand and official seal.

[Signature]
Notary Public

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

Escrow# GW243384 When Recorded Return to: Gary and Patricia Wallace
Title# GW243384 200 W. 20th Street, Unit B2
Rifle, CO 81650

Form 96 01/13/03 WDJT1 WARRANTY DEED (Joint Tenants) Printed: March 18, 2004 (144486)



432
10/1
50
8/12

whose legal address is : 200 W. 20TH STREET, UNIT B2, RIFLE, CO 81650
of the _____ County of GARFIELD and State of COLORADO, of the Grantee(s):

WITNESS, that the Grantor(s), for and in consideration of the sum of (\$85,000.00)
*** Eighty Five Thousand and 00/100 *** DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, being and being in the _____ County of GARFIELD and State of Colorado, described as follows:

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

also known as street number

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), their heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, SUBJECT TO GENERAL TAXES FOR THE YEAR 2004; AND EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, IF ANY; AND DISTRIBUTION UTILITY EASEMENTS; AND MATTERS NOT SHOWN BY THE PUBLIC RECORDS BUT OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE; AND INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT; AND THE BENEFITS AND BURDENS OF ANY DECLARATION AND PARTY WALL AGREEMENTS, IF ANY.

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

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

By: [Signature]
MICHAEL HINKLEY

By: [Signature]
STEPHANIE M. HINKLEY

STATE OF COLORADO)
County of Garfield) ss.



The foregoing instrument was acknowledged before me on this day of March 23, 2004
by MICHAEL HINKLEY AND STRPHANIE M. HINKLEY

My commission expires Sept. 2005
Witness my hand and official seal.

[Signature]
Michelle Dugman
Notary Public

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

Escrow# GW243384 When Recorded Return to: Gary and Patricia Wallace
Title# GW243384 200 W. 20th Street, Unit B2
Rifle, CO 81650

Form 96 01/13/03 WDJT1 WARRANTY DEED (Joint Tenants)

Printed: March 18, 2004

(144486)

LETTER from Dr. CREECH DEVELOPER

LINDA CRAIG SUGAR

February 1, 2008

Gary & Patty Wallace

This letter serves as notice for the following:

- 1) You have plowed our driveway several times without permission. This creates ice when the blade is set to run on top of the snow. We have slipped in our driveway several times, including my mother at age 77. Fresh snow creates traction.
- 2) You have plowed Gage road without permission. You have once again plowed on top of the snow, which creates a bed of ice, and unsafe conditions for us all.
- 3) You have driven recklessly on Gage Road. I have received complaint from Encana employees on two occasions in which you ran them off the road, without stopping. For the protection & safety of everyone who drives Gage Road. We have had to resort to speed limit signs. Which you have chosen to disregard. This is notice that in the future Garfield County Sherriff's Dept. will be notified for speeding and any other driving violations.
- 4) You have drilled a well on our property without our permission, the permission of your neighbors, and without the permission of the Dept of Water Resources in Glenwood Springs which is a violation of their regulations. You have changed the well permit showing you own a 100% of the existing well, in reality you only own 1/3 interest. It's possible that this is also a violation of the State. You are expecting the neighbors to pay for your error, when you didn't even have a meeting with them for everyone's vote on the matter. You shut off the existing well water to their homes because of this, which you once again cannot do. This well serves all three lots, with each lot owner having 1/3 interest and an easement through our property to maintain the well.
- 5) You have shut off the easement recorded at the Garfield County Clerk & Recorder office, which allows people to access Bim. You have been asked many times to move your fence off our property and off the easement road to hlm. Which you have chosen to disregard.
- 6) You have been asked to shut our gate entering our property many times. Which you have chosen to disregard. Your plowing the road at the gate "incorrectly" is causing unsafe conditions for us all.
- 7) You are allowed to travel on Gage Road through our property to reach your property and to use the easement to access the well for maintenance. You are not allowed to trespass any where else on our land for any reason. The Garfield County Sherriff's Dept. will be notified if we find you trespassing without permission, or if our neighbors find you trespassing on our land.

One would hope that most people have a degree of intelligence, decency, and some level of common sense to follow basic requests when traveling through someone else's property.

Linda Sugar Michael Sugar

Linda & Michael Sugar
0143 Gage Road
Rifle, Co 81650

Cc; Coleman, Williams. & Wilson Attorney at Law
Cc; Garfield County Sheriff's Dept.
Cc; Encana Oil & Gas
Cc; Bureau of Land Management
Cc; Colorado Dept. of Water Resources
Cc; Nick Yerian (lot 2 owner)
Cc; Sharon & Ron Hayes (lot 1 owner)