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**DECLARATION OF WATER COVENANTS
FOR
LOT 1 AND LOT 2 GREAVES SUBDIVISION FILING NO. 1**

Alan Greaves and Judith Ann Greaves (“Declarants”) are the sole owners of real property more particularly described as being approximately 10.36 acres located in the NW¼ of Section 5, Township 12 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, more particularly described as Lot 13 Wildwood Ranch Estates Filing No. 7, also known as 7030 Snow Mass Dr., Colorado Springs, CO 80908, and depicted on attached **Exhibit A** and incorporated by this reference known as Lot 1 and Lot 2 Greaves Subdivision Filing No. 1 (the “Subdivision”). The Declarants desire to place limited protective covenants, conditions, restrictions, and reservations upon the Subdivision to protect the Subdivision’s quality residential living environment, to protect its desirability, attractiveness, and value, and to ensure compliance with all applicable groundwater determinations concerning water and water rights to be utilized within the Subdivision.

The Declarants hereby declare that all of the Subdivision as hereinafter described, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, and for assurance of legal water usage, and all of which shall run with the land and be binding on and inure to benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

Certain documents are recorded in the real estate records of the Clerk and Recorder of El Paso County, Colorado at the reception numbers noted below, and referred to in this Declaration of Covenants as pertaining to the Subdivision. This includes the Findings of Fact, Conclusions of Law, Ruling of Referee and Decree: Adjudicating Denver Basin Groundwater and Approving Plan for Augmentation as entered by the Water Court, Water Division No. 2 in Case No. 22CW3072 recorded at Reception No. 223038780 (“Augmentation Plan” or “Water Decree”) attached hereto as **Exhibit B**.

NOW, THEREFORE, the following Declaration of Covenants is made:

1. Water Decree and Augmentation Plan.

A. Decree/Summary. The Subdivision shall be subject to the obligations and requirements set forth in the Augmentation Plan issued by the Colorado Division 2 Water Court on May 10, 2023. The Augmentation Plan concerns the water rights and water supply for the Subdivision and creates

obligations upon the Subdivision and the Lot Owners, which run with the land. The water supply for the Subdivision shall be by individual wells to the not-nontributary Dawson aquifer, pursuant to the Augmentation Plan. The Augmentation Plan contemplates that each Lot owner will be responsible for any replacement well(s) to be constructed consistent with the terms of the Augmentation Plan, along with maintaining wastewater treatment through an individual non-evaporative septic system. "Lot Owners" will be the owners of the water within the aquifers underlying their lots, and also own the plan for augmentation. The Lot Owners will be responsible for reporting and administration based on pumping records, and eventually for replacement of any injurious post-pumping depletions requiring construction of deep wells to the nontributary Laramie-Fox Hills aquifer, and up to 220 acre-feet of water from the nontributary Arapahoe aquifer, at such time as all Dawson aquifer pumping ceases.

B. Water Rights Ownership.

i. Declarants will transfer and assign to each Lot Owner their portion of all right, title and interest in the Augmentation Plan and water rights thereunder. Those water rights assigned include ground water in the nontributary Arapahoe (at least 220 acre-feet total) and Laramie-Fox Hills aquifers (entire 287 acre-feet total) of the Denver Basin, as adjudicated in the Augmentation Plan, and as reserved for replacement of any injurious post-pumping depletions.

ii. Declarants will transfer and assign to the owner of Lots 1 and Lot 2 their respective pro-rata interest in the not-nontributary Dawson aquifer as adjudicated in the Water Decree as the physical source of supply for each Lot. The Dawson aquifer well on each Lot shall be augmented per the Augmentation Plan as administered by the Lot Owners.

iii. The Declarants will further assign to each Lot Owner all obligations and responsibilities for compliance with the Augmentation Plan, including monitoring, accounting and reporting obligations. By this assignment to the Lot Owners, the Declarants are relieved of any and all responsibilities and obligations for the administration, enforcement and operation of the Augmentation Plan, except where the Declarants retain ownership of any Lot. Such conveyance shall be subject to the obligations and responsibilities of the Augmentation Plan and said water rights may not be separately assigned, transferred or encumbered by the Lot owners. The Lot Owners shall maintain such obligations and responsibilities in perpetuity, unless relieved of such augmentation responsibilities by decree of the Water Court, or properly entered administrative relief.

iv. Each Lot Owner's water rights in the not-nontributary Dawson aquifer underlying their respective Lot shall remain subject to the Augmentation Plan, and shall transfer automatically upon the transfer of title to

each Lot as an appurtenance, including the transfer by the Declarants to the initial owner of a Lot, whether or not separately deeded. The ground water rights in the Dawson aquifer subject to the Augmentation Plan cannot and shall not be severable from each respective Lot, and each Lot Owner covenants that it cannot sell or transfer such ground water rights to any party separate from the conveyance of the Lot.

v. All not-nontributary Denver Basin groundwater in the Dawson aquifer, and all groundwater in the nontributary Denver, Arapahoe and Laramie-Fox Hills aquifers underlying each Lot are likewise to be deeded, assigned and transferred to the overlying Lot Owner on a prorata-per-acre basis, and may be used in said Lot Owner's sole and complete discretion, subject to the terms and conditions of this Declaration and the Augmentation Plan.

vi. The not-nontributary Dawson, and the nontributary Denver, Arapahoe, and Laramie-Fox Hills water rights conveyed to each Lot Owner, as described in this Paragraph 1.B., and return flows therefrom, shall not be sold, leased or otherwise used for any purpose inconsistent with the Augmentation Plan decreed in Case No. 22CW3072 and this Declaration, and shall not be separated from the transfer of title to the land, and shall not be separately conveyed, bartered or encumbered.

C. Water Administration.

i. Each Lot Owner shall limit the pumping of the Dawson aquifer wells. The Greaves Wells, located on Lots 1 and 2, are limited to pumping a combined 1.67 acre-feet annually, consistent with the Augmentation Plan. Each Lot Owner shall further ensure that the allocations of use of water resulting from such pumping as provided in the Augmentation Plan is maintained, as between in-house, irrigation of lawn and garden, pool/hot tub, stock water and other allowed uses. Each lot owner will be responsible for constructing their well or replacement well, and for providing adequate return flows through in-house use prior to utilizing water for other decreed uses. Each Lot Owner shall use non-evaporative septic systems in order to ensure that return flows from such systems are made to the stream system to replace depletions during pumping and shall not be sold, traded or used for any other purpose. The Lot Owners, as the owners of all obligations and responsibilities under the Augmentation Plan, shall administer and enforce the Augmentation Plan as applies to each Lot Owner's respective Lot and pumping from individual Dawson aquifer wells. Such administration shall include, without limitation, accountings to the Colorado Division of Water Resources under the Augmentation Plan and taking all necessary and required actions under the Augmentation Plan to protect and preserve the ground water rights for all Lot owners. Each Lot Owner has the right to specifically enforce, by injunction if necessary, the Augmentation Plan against any other Lot Owner for failing to

comply with the Lot Owner's respective obligations under the Augmentation Plan, including the enforcement of the terms and conditions of well permits issued pursuant to the Augmentation Plan, and the reasonable legal costs and fees for such enforcement shall be borne by the party against whom such action is necessary. The use of the not-nontributary Dawson ground water rights owned by each Lot Owner is restricted and regulated by the terms and conditions of the Augmentation Plan and this Declaration, including, without limitation, that each Lot Owner is subject to the maximum annual well pumping as stated in the Augmentation Plan. Failure of a Lot Owner to comply with the terms of the Augmentation Plan may result in an order from the Division of Water Resources under the Augmentation Plan to curtail use of ground water rights.

ii. Each Lot Owner shall promptly and fully account to the Division of Water Resources for total pumping from the individual well to the not-nontributary Dawson Aquifer on each Lot, including for any irrigation, stockwater, or other permitted/allowed uses as may be required under the Augmentation Plan. The frequency of such accounting shall be bi-annually, unless otherwise reasonably requested by the Division or Water Resources. The Lot Owners shall provide the Division of Water Resources with accounting for pumping of their not-nontributary individual Dawson aquifer wells on each Lot on a bi-annual basis, unless otherwise reasonably requested by the Division of Water Resources.

iii. At such time as construction of the Laramie-Fox Hills and Arapahoe aquifer wells are required for replacement of post-pumping depletions under the Augmentation Plan, the Lot Owners shall be responsible for all cost and expense in the construction of said wells, as well as all reasonable reporting requirements of the Division of Water Resources associated therewith.

C. Well Permits.

i. Each Lot Owner shall be responsible for obtaining a well permit for the individual well to the not-nontributary Dawson aquifer for provision of water supply to their respective Lot. All such Dawson aquifer wells shall be constructed and operated in compliance with the Augmentation Plan, the well permit obtained from the Colorado Division of Water Resources, and the applicable rules and regulations of the Colorado Division of Water Resources. The costs of the construction, operation, maintenance and repair of such individual well, and delivery of water therefrom to the residence located on such Lot, shall be at each Lot Owner's respective expense. Each Lot Owner shall comply with any and all requirements of the Division of Water Resources to log their well, and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide the diversion information necessary for the accounting and administration of the Augmentation Plan. It is acknowledged that well permits, and individual wells, may be in place on some of the Lots at the time of sale, and by

this Declaration no warranty as to the suitability or utility of such permits or structures is made nor shall be implied.

ii. The Lot Owners shall be jointly responsible for obtaining any well permits, rights, and authorities necessary for the construction of wells to the nontributary Arapahoe and Laramie Fox Hills aquifers, though such wells shall be constructed only for purposes of replacing any injurious post-pumping depletions, consistent with the Augmentation Plan, and shall not be constructed unless and until such post-pumping depletions must be replaced. The Lot Owners shall comply with any and all requirements of the Division of Water Resources to log such wells, and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide all necessary accounting under the Augmentation Plan.

iii. No party guarantees to the Lot Owners the physical availability or the adequacy of water quality from any well to be drilled under the Augmentation Plan. The Denver Basin aquifers which are the subject of the Augmentation Plan are considered a nonrenewable water resource and due to anticipated water level declines the useful or economic life of the aquifers' water supply may be less than the 100 years allocated by state statutes or the 300 years of El Paso County water supply requirements, despite current groundwater modelling to the contrary.

2. Compliance. The Lot Owners shall perform and comply with all terms, conditions, and obligations of the Augmentation Plan, and shall further comply with the terms and conditions of any well permits issued by the Division of Water Resources pursuant to the Augmentation Plan, as well as all applicable statutory and regulatory authority.

3. Cooperation Clause. The Parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Agreement, and each party shall timely execute any and all documents necessary to accomplish the same.

4. Notice of Action. Any notice required hereunder shall be in writing and shall be sufficient if delivered personally, by courier, by registered or certified U.S. Mail, postage prepaid, or by overnight delivery service providing document tracking services, and shall be sent to the addresses in the introductory paragraph of this Grant and Agreement, and effective upon receipt.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be proper in the District Court for El Paso County, Colorado.

