

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

LIC

WELL PERMIT NUMBER		<u>80190</u>	<u>-F</u>	<u>-</u>
DIV. 2	WD 10	DES. BASIN	MD	

APPLICANT

BR INVESTMENTS LLC
PO BOX 88120
COLO SPRINGS, CO 80908-

(719) 495-8652

Lot: 4 Block: Filing: Subdiv: BARBARICK

APPROVED WELL LOCATION

EL PASO COUNTY
NW 1/4 SW 1/4 Section 33
Township 12 S Range 65 W Sixth P.M.

DISTANCES FROM SECTION LINES

1583 Ft. from South Section Line
1272 Ft. from West Section Line

UTM COORDINATES (Meters, Zone:13,NAD83)

Easting: Northing:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

Page 1 of 2

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(4), on the condition that this well is operated in accordance with the Vollmer Investments, LLC Plan for Augmentation approved by the Division 2 Water Court in case no. 06CW0035. If the well is not operated in accordance with the terms of said decree, it will be subject to administration including orders to cease diverting water.
- 4) The use of ground water from this well is limited to commercial and industrial uses, including indoor uses: bathrooms, appurtenant office spaces, garages, shops, warehouses and kitchens, as well as outside uses: commercial and industrial.
- 5) Production is limited to the Denver aquifer which is located 270 feet below land surface and extends to a depth of 1,135 feet. Plain casing must have been installed and grouted to prevent the withdrawal of ground water from other aquifers and the movement of ground water between aquifers.
- 6) The entire length of the hole shall be geophysically logged as required by Rule 9 of the Statewide Nontributary Ground Water Rules.
- 7) The pumping rate of this well shall not exceed 15 GPM, as applied for.
- 8) The average annual amount of ground water to withdrawn by this well shall not exceed 0.87 acre-foot (283,490 gallons).
- 9) The return flow from the use of this well must be through a waste water disposal system of the type so that not less than 4% of the total amount of water withdrawn is returned to the same stream system in which the well is located.
- 10) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 11) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 12) This well must be constructed not more than 200 feet from the location specified on this permit and at least 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.

APPROVED
JSG

Dick Wolfe by
State Engineer

John Behm
By

Receipt No. 3671218

DATE ISSUED 08-19-2016

EXPIRATION DATE 08-19-2017

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

13) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

NOTE: This well is located on a parcel of 5.29 acres described as lot 4, Barbarick Subdivision, a replat of lot D, McClintock Station Subdivision, and a subdivision of part of the SE 1/4 of Sec. 32, Twp. 12S, Rng. 65W, 6th P.M., El Paso County, with county parcel nos. 5233002003 and 5233002004 (approximately 21.54 acres).

NOTE: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.

NOTE: The well field WDID is 1006848.

NOTE: Parcel Identification Number (PIN): 5233002008.

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
 1313 SHERMAN ST, RM 821, DENVER, CO 80203
 Main: (303) 866-3581 Fax: (303) 866-2223 dwrpermitsonline@state.co.us

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Form GWS-45 (07/2013)

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STATE ENGINEER
 COLO

GENERAL PURPOSE
Water Well Permit Application

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

1. Applicant Information

Name of applicant

BR Investments, LLC

Mailing address

P.O. Box 88120

City Colorado Springs CO State Zip code 80908

Telephone # (area code & number) 719-495-8652 E-mail (online filing required)

2. Type Of Application (check applicable boxes)

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

3. Refer To (if applicable)

Well permit # Water Court case # 06CW35
 Designated Basin Determination # Well name or #

4. Location Of Proposed Well

County El Paso NW 1/4 of the SW 1/4
 Section 33 Township 12 N or S Range 65 E or W Principal Meridian 6th

Distance of well from section lines (section lines are typically not property lines)
 Ft. from N S E W

For replacement wells only - distance and direction from old well to new well
 feet direction

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

8812 CI-SS Allen Pt.
 Colorado Springs, CO 80908

Optional: GPS well location information in UTM format You must check GPS unit for required settings as follows:

Format must be UTM
 Zone 12 or Zone 13
 Units must be Meters
 Datum must be NAD83
 Unit must be set to true north
 Was GPS unit checked for above? YES Remember to set Datum to NAD83

5. Parcel On Which Well Will Be Located (PLEASE ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL)

A. Legal Description (may be provided as an attachment):

Lot 4 Barbarick Subdivision

B. # of acres in parcel 5.29 C. Owner BR Investments, LLC

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

E. State Parcel ID# (optional): 5233002008

6. Use Of Well (check applicable boxes)

Attach a detailed description of uses applied for.

- Industrial
- Municipal
- Irrigation
- Commercial
- Dewatering System
- Geothermal (production or reinjection)
- Other (describe):

7. Well Data (proposed)

Maximum pumping rate 15 gpm Annual amount to be withdrawn .87 acre-feet
 Total depth 1125 feet Aquifer Denver

8. Land On Which Ground Water Will Be Used

Legal Description of Land (may be provided as an attachment):

Lot 4 Barbarick Subdivision

(If used for crop irrigation, attach a scaled map that shows irrigated area.)

A. # Acres 5.29 B. Owner BR Investments, LLC

C. List any other wells or water rights used on this land:

9. Proposed Well Driller License #(optional):

10. Sign or Entered Name 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 or enter name(s) of person(s) submitting application Date (mm/dd/yyyy)
 Brian Beland 10/21/15

If signing print name and title
 Brian Beland, owner BR Investments

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USGS map name TO CONST. DWR map no. Surface elev. 7030'

Receipt area only
 06CW0035 F.I. No other wells within 600'
 (Aug UTM: 1583'55E 1272'55N
 1560W 0.87AP/W
 PHE 3671218

AQUAMAP WE - NW/SE - V
 WR Subdivision - Well permits for 3 lots issued
 CWCB TOPO MYLAR SB5

DIV 2 WD 10 BA MD



BR Investments, LLC, Permit App. to construct a new well, Rec. #3671218

1 message

Bilisoly - DNR, John <john.bilisoly@state.co.us>

Wed, Apr 13, 2016 at 11:47 AM

To: Kathy Trask - DNR <kathy.trask@state.co.us>

Cc: Rachel Zancanella - DNR <rachel.zancanella@state.co.us>, John Van Oort - DNR <John.VanOort@state.co.us>, Doug Hollister - DNR <doug.hollister@state.co.us>, Dale Baker - DNR <dale.baker@state.co.us>

Kathy,

I have attached a new permit application with supporting documentation for the Division's pre-evaluation and 600-foot well spacing review. I have also attached site development plans for the proposed septic system, since they were submitted with the permit application.

This proposed well would operate under a plan for augmentation approved by the Division 2 Water Court on 4/6/2007 in Case No. 06CW35. That plan was approved to Vollmer Investments, LLC, and the applicant has provided a special warranty deed conveying 0.87 acre-feet per year of Denver Aquifer ground water for their use from Vollmer Investments' decree Denver Basin water.

Thanks,
John W. Bilisoly
Physical Science Researcher/Scientist



COLORADO
Division of Water Resources
Department of Natural Resources

P 303.866.3581, x8216 | F 303.866.2223
1313 Sherman Street, Room 818, Denver, CO 80203
john.bilisoly@state.co.us | www.water.state.co.us

2 attachments

 **br investments.pdf**
573K

 **br investments septic.pdf**
221K

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STATE ENGINEER
COLO

SPECIAL WARRANTY DEED

THIS DEED, made this 22nd day of March, 2016, between Vollmer Investments, LLC, a Colorado limited liability company, whose address is 2629 Twin Harbor Heights, Colorado Springs, CO 80919, Grantor, and BR Investments, LLC, a Colorado Limited liability company, whose address is P.O. Box 88120, Colorado Springs, CO 80908, Grantee;

WITNESSETH, That the Grantor, for and in consideration often dollars and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantees, and their successors and assigns forever, the following water and water rights, located in the County of El Paso, State of Colorado:

0.87 acre-feet per year of Denver Aquifer groundwater, as decreed in Case No. 06CW35 (District Court, Water Division 2, Colorado) and, associated with Lot 4, Barbarick Subdivision, and the right to obtain a well permit for a well to withdraw said Denver Aquifer groundwater for beneficial uses other than commercial and industrial purposes to include without limitation domestic, irrigation, stock water, domestic animal water, recreation, fire protection, pursuant to the terms and conditions of the augmentation plan as decreed in the referenced case. Grantor hereby reserves all remaining groundwater underlying said Lot.

TOGETHER WITH all and singular there 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 state, right, title, interest, claim and demand whatsoever of the Grantor, 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 the appurtenances, unto the Grantees, and their successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that it shall **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantees, and their successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. Grantor provides no warranty as to the quantity or quality of the water conveyed herein.

The water and water rights conveyed herein are intended to provide a 300 year water supply for the referenced Lot. Therefore, the water and water rights shall run with the land, must be transferred to all successors and assigns of Grantee, may not be separated from transfer of title to the land, and may not be separately conveyed, bartered, liened or encumbered.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Vollmer Investments, LLC
A Colorado limited liability company

By *[Signature]*
, Its Manager

STATE OF COLORADO)
)
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this day of

April 1st 2016, by *[Signature]* as Manager of
Vollmer Investments, LLC, a Colorado limited liability company.

(Seal) Witness my hand and official seal.

My commission expires: 10/27/16

[Signature]
Notary Public

ROBIN GILBERT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154042207
MY COMMISSION EXPIRES OCT. 27, 2019

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NW¼ SW¼ S33 T12S R65W Sixth Principal

El Paso County Colorado

Latitude & Longitude

38.95922 -104.67783

38° 57.553' N 104° 40.670' W

38° 57' 33.18" N 104° 40' 40.18" W

Real Estate Map

Google [Road](#) [Satellite](#)

Driving Maps

Google [Road](#) [Satellite](#)

Bing [Road](#) [Satellite](#)

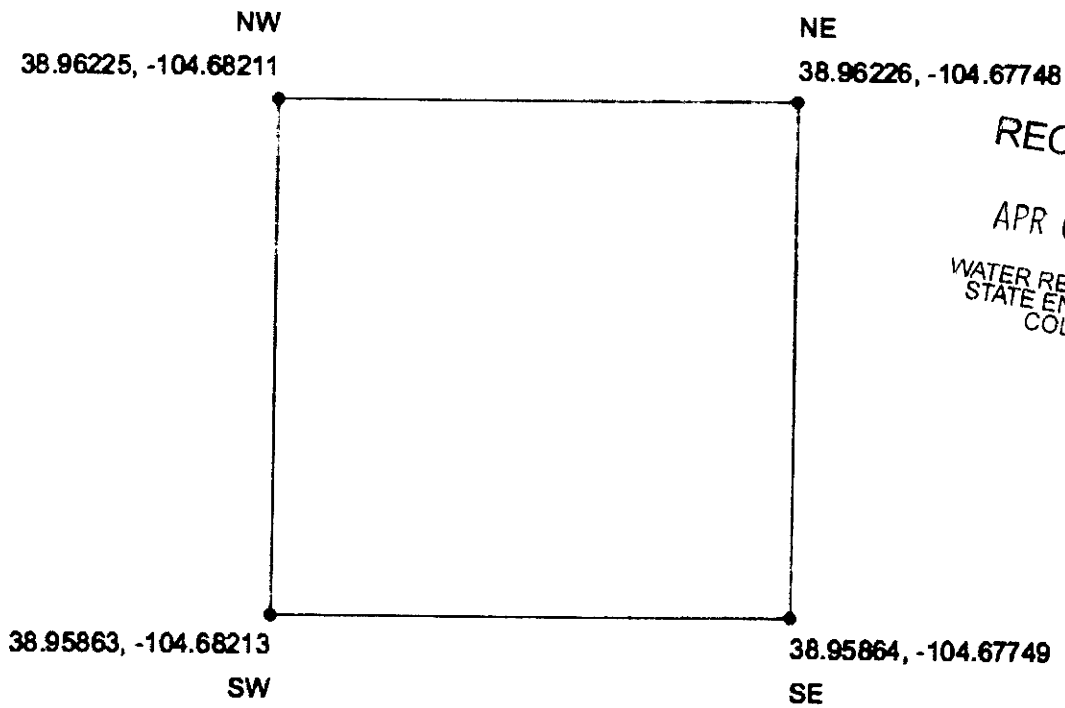
MapQuest [Road](#) [Satellite](#)

State FIPS
Colorado (CO) 08

County FIPS
El Paso 08041

MGRS/USNG
13S ED 27913 12300

UTM
13S 527913 4312300



39.84 Acres

[Download Data](#)

Disclaimer: This is not legal boundary data.

legallandconverter.com © 2015

WHEN RECORDED MAIL TO:
UMB BANK, N.A.
1008 Oak Street
KANSAS CITY, MO 64106

FOR RECORDER'S USE ONLY

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$243,750.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated December 14, 2012, among BR Investments LLC, A Colorado Limited Liability Company, whose address is 9750 Bennison Terrace, Colorado Springs, CO 80908 ("Grantor"); UMB BANK COLORADO, n.a., whose address is COLORADO SPRINGS DOWNTOWN BANKING CENTER, 101 NORTH CASCADE AVE, COLORADO SPRINGS, CO 80903 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of El Paso County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in El Paso County, State of Colorado:

PARCEL A:

LOT 4, BARBARICK SUBDIVISION, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

NON-EXCLUSIVE INGRESS AND EGRESS EASEMENTS AS SET FORTH AND DESCRIBED IN DECLARATION AND BYLAWS OF BARBARICK SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC., RECORDED FEBRUARY 12, 2008 UNDER RECEPTION NO. 208016289 AS AMENDED BY INSTRUMENT RECORDED MARCH 10, 2008 UNDER RECEPTION NO. 208028000.

The Real Property or its address is commonly known as 8812 Cliff Allen Pt., Colorado Springs, CO 80908.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:


Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on,

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DEED OF TRUST
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under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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**DEED OF TRUST
(Continued)**

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Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

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Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

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Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ADDITIONAL TERMS, TAXES AND ASSESSMENTS.

Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

COMMERCIAL CREDIT CARD OBLIGATIONS. All obligations and indebtedness incurred by Borrower to Lender by the use of the Borrower of any commercial credit card(s) issued by Lender to Borrower shall constitute indebtedness under this Agreement, and shall be secured in all respects by the Collateral and the terms and provisions of this Agreement. All obligations and indebtedness incurred by Borrower to any Affiliate of Lender by the use of Borrower of any commercial credit card(s) issued by such Affiliate to Borrower shall constitute indebtedness under this Agreement, and shall be secured in all respects by the Collateral and the terms and provisions of this Agreement.

The word "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls or is under common control with Lender or any subsidiary of Lender. For the purposes of this definition, "control" means the power to direct the management and policies of such Affiliate entity, directly or indirectly, whether through the ownership of voting securities or interests, by contract or otherwise.

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ADDITIONAL TRUST TERMS. If Grantor is a revocable trust and to the extent the foregoing described Trust Agreement does not specifically authorize this Deed of Trust, the provisions of said Trust Agreement are hereby amended to the extent necessary to authorize the same and the performance of all the provisions hereof. In the event said Trust Agreement is revoked prior to the payment in full of all obligations of Borrower to Lender and secured by the Property, this Deed of Trust shall nonetheless remain in full force and effect until all such obligations of the Borrower are paid in full.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of El Paso County, State of Colorado.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means UMB BANK COLORADO, n.a., and its successors and assigns.

Borrower. The word "Borrower" means BR Investments LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means BR Investments LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents and (a) the payment of Grantor's obligations (whether joint, several or otherwise) to Lender as evidenced by any other note(s) or other evidence of indebtedness executed by such Grantor and all amendments, modifications, renewals, extensions and substitutions thereof and all subsequent notes of greater or lesser amounts payable or assigned to Lender; (b) the performance of each Debtor's obligations under this security agreement ("Agreement"); and (c) the payment of any and all other indebtedness, direct or indirect, mature or unmatured or contingent, joint or several now or hereafter owed to Secured Party by each Debtor, including (without limitation) indebtedness unrelated or dissimilar to any indebtedness in existence or contemplated by any Debtor at the time this Agreement was executed or at the time such indebtedness is incurred.

Lender. The word "Lender" means UMB BANK COLORADO, n.a., its successors and assigns.

Note. The word "Note" means the promissory note dated December 14, 2012, in the original principal amount of \$243,750.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of El Paso County, Colorado.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

BR INVESTMENTS LLC

By Brian A. Beland, Manager of BR Investments LLC

By Robin J. Beland, Manager of BR Investments LLC

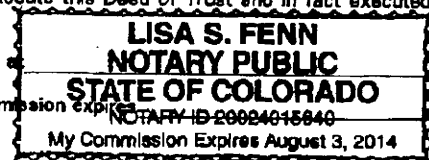
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF EL PASO)

On this 14TH day of DECEMBER, 2012, before me, the undersigned Notary Public, personally appeared Brian A. Beland, Manager of BR Investments LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Notary Public in and for the State of

Residing at My commission expires



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WATER RESOURCES
STATE ENGINEER
COLO

DEED OF TRUST
(Continued)

Page 8

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF EL PASO

On this 14TH day of December, 2012, before me, the undersigned Notary Public, personally appeared Robin J. Befand, Manager of BR Investments LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [Signature]
Notary Public in and for the State of _____

Residing at _____
My commission _____
LISA S. FENN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024015640
My Commission Expires August 3, 2014

COLORADO DIVISION OF WATER RESOURCES FIELD INSPECTION REPORT

Please complete this form in ink

Application Receipt No(s): 3671218

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DIV 2 WD 10

WELL STRUCTURE NO. (IF APPLICABLE): NA

DATE OF INSPECTION: 4/14/16

PURPOSE OF INSPECTION: LATE REG OTHER 600'

APR 15 2016

WATER COMMISSIONER NAME: Doug Hollister

PHONE NUMBER: (719) 227-5291 or () -

WATER RESOURCES
STATE ENGINEER
COLO

APPLICANT: BR INVESTMENTS LLC

Person contacted if not applicant: _____

ADDRESS: P. O. BOX 86120

Colorado Springs, CO 80908

PHONE: (719) 495-8652 ext. _____

EXISTING WELL LOCATION:

____ 1/4, of the ____ 1/4, of Section _____, Township ____ N or S, Range ____ E or W, _____ P.M.

Distance from section line ____ N or S, ____ E or W, County El Paso

OPTIONAL INFORMATION (GPS unit must be set for NAD83, meters, and true north) Zone 12 or 13

Easting 527913

Northing 4312300

Mark type of existing well: drilled, hand dug, spring well, gallery well, gravel pit, other _____

Estimated date well constructed: _____ Date of first use: _____ Estimate pumping rate: _____ GPM

Total number of acres in this tract/parcel: _____ acres

Address of property (if different from than the applicant address): _____

Additional subdivision /parcel information: _____

Number of non-exempt acres irrigated: _____ Name of Aug. Plan? _____

Any other wells located on this property? (yes) how many _____, (no); permit #, case #, use? _____

Use of Well:

- Household use in (indicate how many) _____ single family dwelling(s)
- Watering of poultry, domestic animals, and livestock – approximately how many head? _____
- Watering of livestock only – approximately how many head? _____ Is this a feed lot? yes no
- Estimated area of historical lawn and garden: _____ Square feet acre of lawn and garden
- Fire protection
- Commercial – drinking & sanitary only? (write details in "comments" section)
- Other (write details in "comments" section)
- YES NO WERE THE USES CHECKED ABOVE INITIATED PRIOR TO MAY 8, 1972?

NOTE: If ANY CHANGE IN HISTORIC USE OF THE WELL HAS OCCURRED SINCE MAY 8, 1972, please indicate the date(s) the use changed, and discuss this change/expansion of the current or proposed use in the comments section of this form.

Signature of Water Commissioner: _____

Dated: _____

(NOTE: If filing electronically without a signature, please check the box.)

Additional comments and/or information:

600' spacing inspection for a NNT Denver well drilled pursuant to Decreed Augmentation plan 06CW0035 Div 2. There is a little confusion regarding the location of this decree because of a small sliver of land in Section 32 and that is where the wells are currently tabulated. This will be changed to the correct section. This is lot 4 of Barbarick subdivision. The requested pumping amount is correct with the decreed pumping amount. There are no other wells within 600'



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WATER RESOURCES
STATE ENGINEER
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To Whom It May Concern:

This letter is to address the onsite waste water system. The on-site waste water system be used is a septic tank and leach field, engineered by Matrix Design of Colorado Springs. I have attached a copy identifying the location of the leach field placement as well as the design for you records. If you have any questions in regards to the septic system please feel free to contact me directly Justin Ballard at 719-399-0943.

Respectfully,

Justin Ballard

Wykota Construction, Inc.

719.494.1439 ext. 101

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WATER RESOURCES
STATE ENGINEER
COLO



Know what's below.
Call before you dig.

DESIGN CRITERIA FOR PROPOSED COMMERCIAL BUILDING
COMMERCIAL DEVELOPMENT - TABLE 6 2
OFFICE BUILDING PER EMPLOYEE PER EIGHT HOUR SHIFT: 15 GPD/PP
TOTAL DESIGN PEOPLE: 8
WASH FIXTURE PER BAY (3): 50 GPD PER FIXTURE
DAILY FLOW: 270 GALLONS

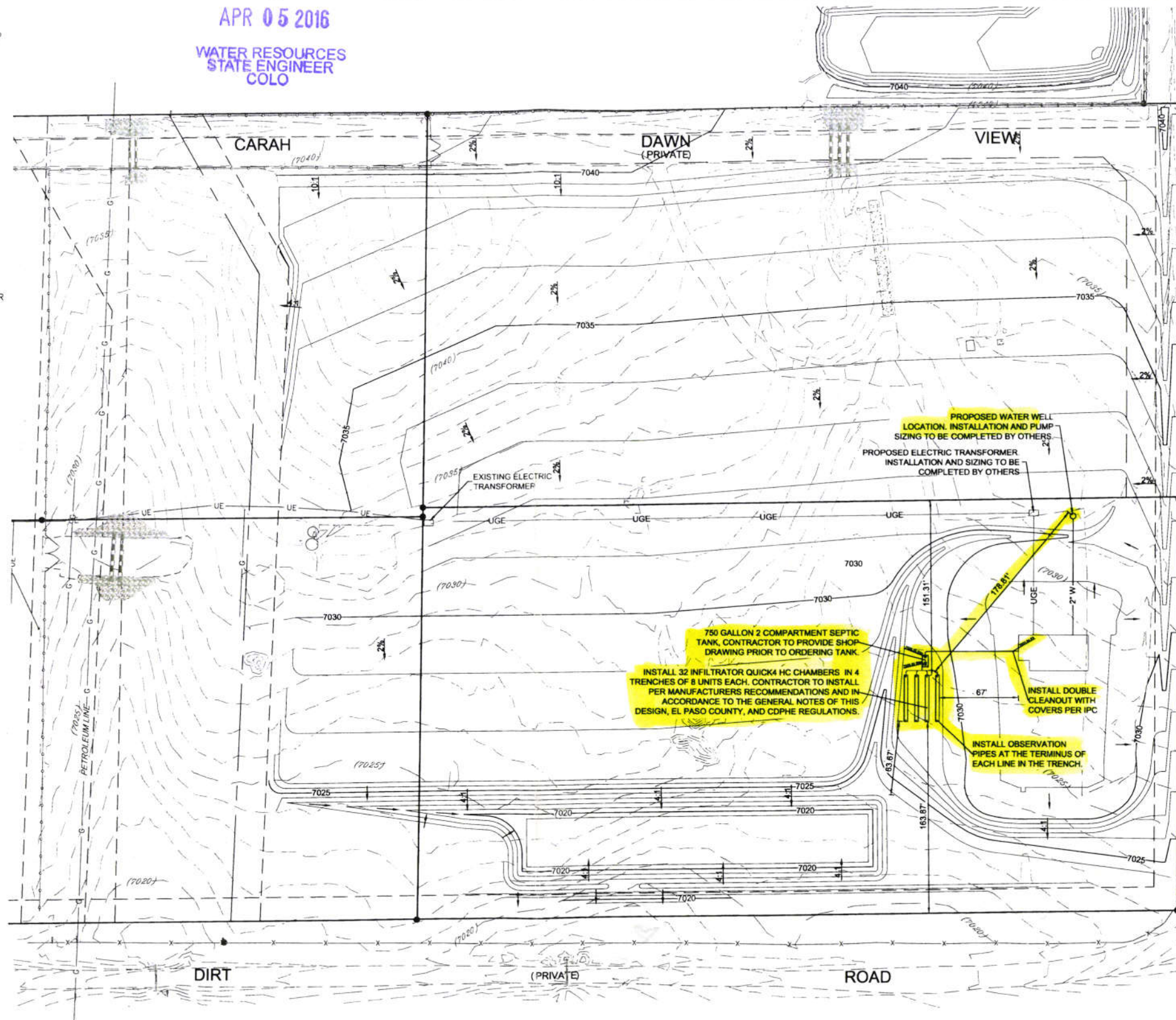
SEPTIC TANK SIZING: 48 HOUR RETENTION TIME
TANK SIZING: 750 GALLONS

ABSORPTION FIELD SIZING:
DESIGN FLOW: 270 GALLONS
PERCOLATION RATE: 30 MIN/IN PER XXX GEOTECH 2015
SOIL TYPE 2A (TABLE 10-1)
LTAR PER TREATMENT 1: 0.50 (TABLE 10-1)
SOIL TREATMENT AREA: 270/0.50
SOIL TREATMENT AREA UNADJUSTED: 540 SQ FT

ABSORPTION TRENCH DESIGN (T1 UTILIZING CHAMBERS):
ABSORPTION FIELD SIZE: 540 SQ FT
SIZING FACTOR: 1.00 (TRENCH DESIGN WITH GRAVITY)
UPDATED FIELD SIZE: 540 SQ FT
SIZING FACTOR: 0.70 (CHAMBERS)
UPDATED FIELD SIZING: 378 SQ FT
INFILTRATOR QUICK4 HC EFFECTIVE AREA: 12.00 SQ FT PER CHAMBER
REQUIRED UNITS: 32 CHAMBERS

OPTIMIZED TRENCH DESIGN:
NUMBER OF TRENCHES: 4
NUMBER OF UNITS PER TRENCH: 8
TOTAL UNITS PROVIDED: 32
TOTAL ABSORPTION BED LENGTH: 40-FT
TOTAL ABSORPTION BED WIDTH: 36-FT

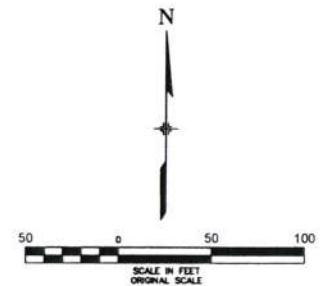
MINIMUM SETBACKS (TABLE 7-1):
STA TRENCH FROM BUILDING: 20-FT
ABSORPTION BED/TANK/SECONDARY FROM WATER COURSE: 50FT
ABSORPTION BED/TANK/SECONDARY FROM PROPERTY LINE: 10-FT
SEPTIC TANK FROM BUILDING: 5-FT
STA TRENCH FROM WELL: 100-FT
STA Trench from Stormwater Infiltration Structure: 25-ft



LEGEND

- PROPOSED CONTOURS
- EXISTING CONTOURS
- SLOPE DIRECTION
- PROPERTY LINE
- PROPOSED UNDERGROUND ELECTRIC SERVICE
-
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND GAS LINES
- EXISTING UNDERGROUND PETROLEUM LINE

Best Copy Available



NO	DATE	DESCRIPTION	BY
REVISIONS			
BENCHMARK DATA (ELEV.)		(DATUM)	
(DESCRIPTION/LOCATION)			

VERTICAL BENCHMARK:
THE VERTICAL INFORMATION ON THIS MAP IS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND THE 1960 SUPPLEMENTARY ADJUSTMENT BEING A FOUND 3/25\"/>

BASIS OF BEARING:
THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTH LINE OF BARBARICK SUBDIVISION ACCORDING TO THE OFFICIAL MAP THEREOF RECORDED FEBRUARY 12, 2008 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER UNDER RECEPTION NUMBER 208712754 SAID LINE MONUMENTED ON THE WEST END BY A FOUND 5/8\"/>

Matrix DESIGN GROUP

2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
Phone: 719-575-0100
Fax: 719-575-0208

PREPARED UNDER MY DIRECT SUPERVISION, FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

TRI LAKES SITE DEVELOPMENT

UTILITY PLAN

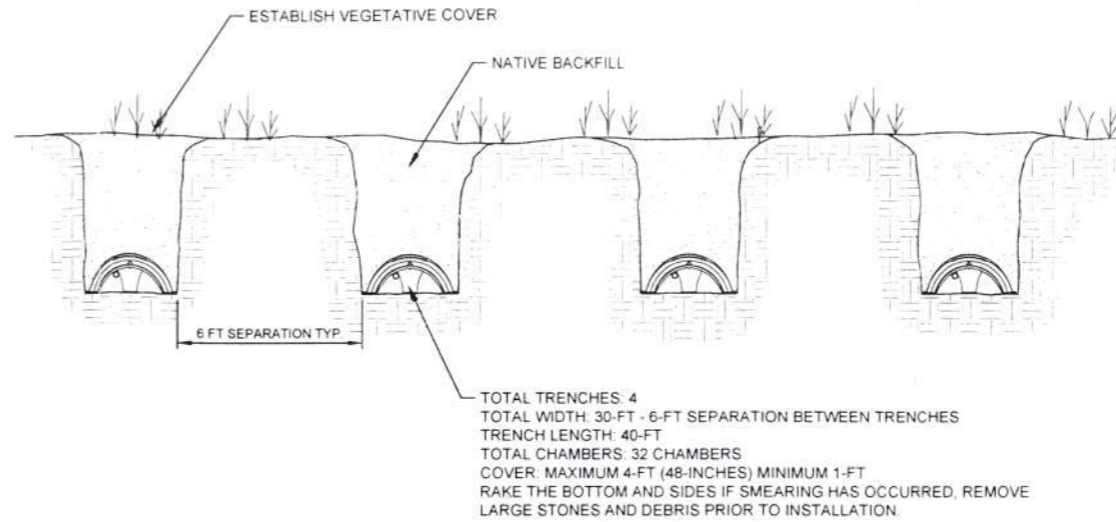
DESIGNED BY: MHH	SCALE: 1"=50'	DATE ISSUED: OCTOBER, 2015	UT01
DRAWN BY: MHH	HORIZ: N/A	SHEET NO. 10 OF 15 SHEETS	
CHECKED BY: GS	VERT: N/A		



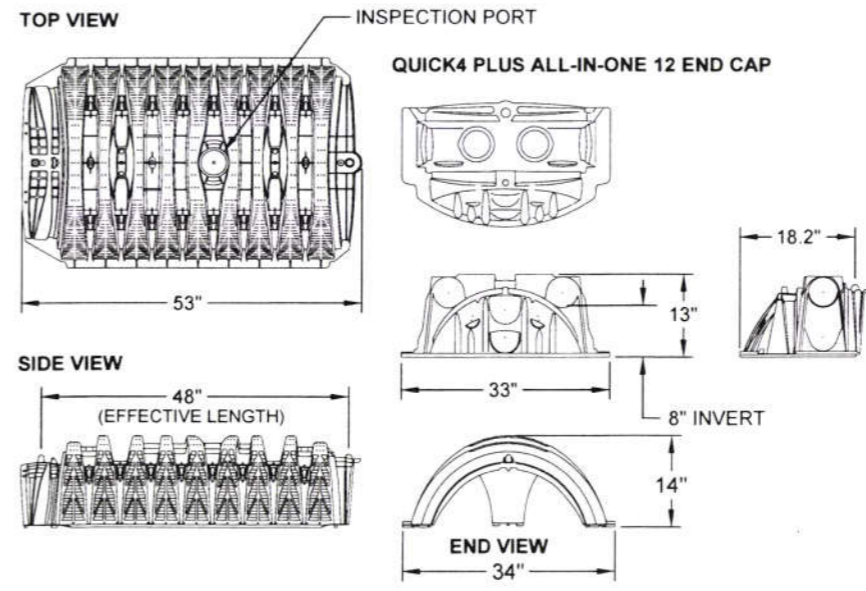
Know what's below. Call before you dig.

GENERAL NOTES:

- GRASS, ORGANICS, FILL AND ALL TOPSOIL IN THE PRIMARY LEACHING AREA ARE TO BE REMOVED PRIOR TO THE PLACEMENT OF SELECT FILL. AREA IS TO BE KEPT SCARIFIED AFTER STRIPPING TOPSOIL. HEAVY EQUIPMENT IS TO BE KEPT OUT OF THE PROPOSED SANITARY DISPOSAL SYSTEM AREAS.
- USE APPROVED TWO COMPARTMENT SEPTIC TANK PLACED LEVEL (H-20 LOADING IF PLACED UNDER DRIVE OR PARKING AREA). TANK COVERS ARE TO BE EXTENDED TO GRADE AS REQUIRED. ALL NEWLY INSTALLED TANKS SHALL HAVE AN APPROVED NON-BYPASS EFFLUENT FILTER AT THE OUTLET.
- SEPTIC TANKS, VAULTS, PUMP TANKS AND OTHER TREATMENT COMPONENTS SHALL NOT ALLOW INFILTRATION OF GROUND WATER OR SURFACE WATER AND SHALL NOT ALLOW THE RELEASE OF WASTEWATER OR LIQUIDS THROUGH OTHER THAN DESIGNED OPENINGS.
- ALL TANKS AND TREATMENT UNITS SHALL BE PERMANENTLY AND LEGIBLY MARKED IN A LOCATION FOR THE PURPOSE OF INSPECTION THAT IS READILY VISIBLE PRIOR TO BACKFILLING. IDENTIFICATION SHALL INCLUDE MANUFACTURER, MODEL OR SERIAL NUMBER, EFFECTIVE VOLUME AND UNIT OF MEASURE, MAXIMUM DEPTH OF COVER AND EXTERNAL LOADING, INLET AND OUTLET IDENTIFICATION.
- SEPTIC TANKS TESTING AND CERTIFICATIONS SHALL BE PERFORMED BY THE MANUFACTURER MEETING CURRENT COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT GUIDELINES.
- SEPTIC TANK INLET INVERT SHALL BE A MINIMUM TWO INCHES HIGHER THAN THE OUTLET INVERT. INLET TEE OR BAFFLE SHALL EXTEND ABOVE THE SURFACE OF THE LIQUID AT LEAST FIVE INCHES AND SHALL EXTEND A MIN. EIGHT INCHES BELOW THE LIQUID SURFACE. OUTLET TEE OR BAFFLE SHALL EXTEND AT LEAST 14 INCHES BELOW THE OUTLET INVERT. THE DISTANCE FROM THE OUTLET INVERT TO THE UNDERSIDE OF THE TANK TOP SHALL BE AT LEAST TEN INCHES. LIQUID DEPTH SHALL BE A MINIMUM 30-INCHES AND THE MAXIMUM DEPTH SHALL NOT EXCEED THE TANK LENGTH. AT LEAST ONE MANHOLE NO LESS THAN 20-INCHES ACROSS SHALL BE PROVIDED FOR EACH COMPARTMENT OF THE SEPTIC TANK.
- ALL WASTEWATER LINES USED IN OWTS SHALL BE CONSTRUCTED OF COMPATIBLE PIPE, WHERE UNPERFORATED PLASTIC PIPE AND FITTINGS ARE USED FOR GRAVITY FLOW SCHEDULE 40 IS PREFERRED.
- SET ALL DISTRIBUTION BOXES TO DISTRIBUTE EFFLUENT EQUALLY INTO LATERAL LINES OF THE ABSORPTION SYSTEM. THE BOX SHALL BE CONSTRUCTED WITH THE INLET INVERT AT LEAST ONE INCH ABOVE THE LEVEL OF THE OUTLET INVERTS. ACCESS TO THE BOX SHALL BE PROVIDED WITH A MANHOLE RISER AT OR ABOVE GRADE IF THE TOP OF THE BOX DOES NOT REACH FINAL GRADE.
- CHAMBERS MUST BE INSTALLED PER THE MANUFACTURERS RECOMMENDATIONS WITH THE BASE ON THE INFILTRATIVE SURFACE. EFFLUENT MAY BE DISTRIBUTED BY GRAVITY OR PRESSURE DOSING.
- NO AIR CONDITIONING, REFRIGERATION, WATER SOFTENER RESIDUES, SURFACE OR SUBSURFACE DRAINS ARE TO BE CONNECTED TO THE SANITARY DISPOSAL SYSTEM.
- FOOTING DRAINS AND OUTLETS ARE TO BE A MINIMUM 25-FT FROM THE SANITARY DISPOSAL SYSTEM.
- SELECT FILL SHALL BE COMPRISED OF CLEAN SAND & GRAVEL, FREE FROM ORGANIC MATTER AND FOREIGN SUBSTANCES AS APPROVED BY THE GEOTECHNICAL ENGINEER.
- THE LICENSED INSTALLER IS RESPONSIBLE FOR PREPARING THE LEACHING AREA WITH NECESSARY SELECT FILL. THE TOPSOIL IN THE LEACHING SYSTEM AREA MUST BE REMOVED AND THE SUBSOIL SCARIFIED PRIOR TO THE PLACEMENT OF FILL. THE INSTALLER SHALL TAKE THE NECESSARY STEPS TO PROTECT THE UNDERLYING NATURALLY OCCURRING SOIL FROM OVER COMPACTION OR DAMAGE. SELECT FILL SHALL EXTEND A MINIMUM OF 5-FT LATERALLY IN ALL DIRECTIONS BEYOND THE PERIMETER OF THE FIELD.
- OBSERVATION PORTS SHALL BE INSTALLED AT BOTH ENDS OF ALL TRENCHES.
- CONTRACTOR SHALL INSTALL DOWN FACING HOLES EVERY 25-FT TO ALLOW FOR SYSTEM DRAINAGE AND PREVENT FREEZING.
- PER EL PASO COUNTY MAINTENANCE AND CLEANING FREQUENCIES ARE AS FOLLOWS:
 - SEPTIC TANKS - INSPECTION EVERY 2 YEARS, CLEANED OR PUMPED EVERY 2 YEARS OR AS NEEDED
 - TL1 SYSTEMS SHALL BE EVALUATED BY A LICENSED OWTS PROFESSIONAL A MINIMUM OF EVERY 4 YEARS



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NO	DATE	DESCRIPTION	BY
REVISIONS			
		BENCHMARK DATA (ELEV.)	
		(DATUM)	
		(DESCRIPTION/LOCATION)	

NAME: S:\15 789 001 Tr Lakes\Dwg\CD-UT01.dwg
 PCP: Matrix.dwg
 PLOT DATE: Fri Oct 09, 2015 8:11am

VERTICAL BENCHMARK:
 THE VERTICAL INFORMATION ON THIS MAP IS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND THE 1960 SUPPLEMENTARY ADJUSTMENT BEING A FOUND 1.25" ALUMINUM CAP IN A ROAD BOX DESIGNATED AS FACILITIES INFORMATION MANAGEMENT SYSTEM (FIMS) MONUMENT "F_69" AND HAVING PUBLISHED ELEVATION OF 6975.62 FEET WAS USED TO REFERENCE THIS VERTICAL DATUM. THE BENCHMARK IS LOCATED ON THE WEST SIDE OF BLACK FOREST ROAD, ABOUT 1.35 MILES SOUTH OF OLD RANCH ROAD, JUST SOUTH OF THE SCHMIDT CONSTRUCTION COMPANY DRIVEWAY. A CORNER FENCE POST IS 28.1 FEET TO THE SOUTHWEST, AND THE MOST SOUTHERLY GUARD RAIL POST IS 25.7 FEET TO THE NORTH.

BASIS OF BEARING:
 THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTH LINE OF BARBARICK SUBDIVISION ACCORDING TO THE OFFICIAL MAP THEREOF RECORDED FEBRUARY 12, 2008 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER UNDER RECEPTION NUMBER 208712754 SAID LINE MONUMENTED ON THE WEST END BY A FOUND 5/8" REBAR AND ON THE EAST BY A FOUND 4/8" REBAR WITH 1" ALUMINUM CAP STAMPED "LS 2154" BEING A POINT ON THE NORTH LINE BEARING NORTH 89°12'43" EAST 1287.35 FEET FROM THE WEST END THEREOF.

PREPARED UNDER MY DIRECT SUPERVISION, FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.



2435 Research Parkway, Suite 300
 Colorado Springs, CO 80920
 Phone: 719-575-0100
 Fax: 719-575-0208

TRI LAKES SITE DEVELOPMENT			
UTILITY PLAN			
DESIGNED BY: MHH	SCALE:	DATE ISSUED: OCTOBER 2015	UT02
DRAWN BY: MHH	HORIZ: N/A	SHEET NO. 11 OF 15 SHEETS	
CHECKED BY: GS	VERT: N/A		

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WATER RESOURCES
STATE ENGINEER
COLO

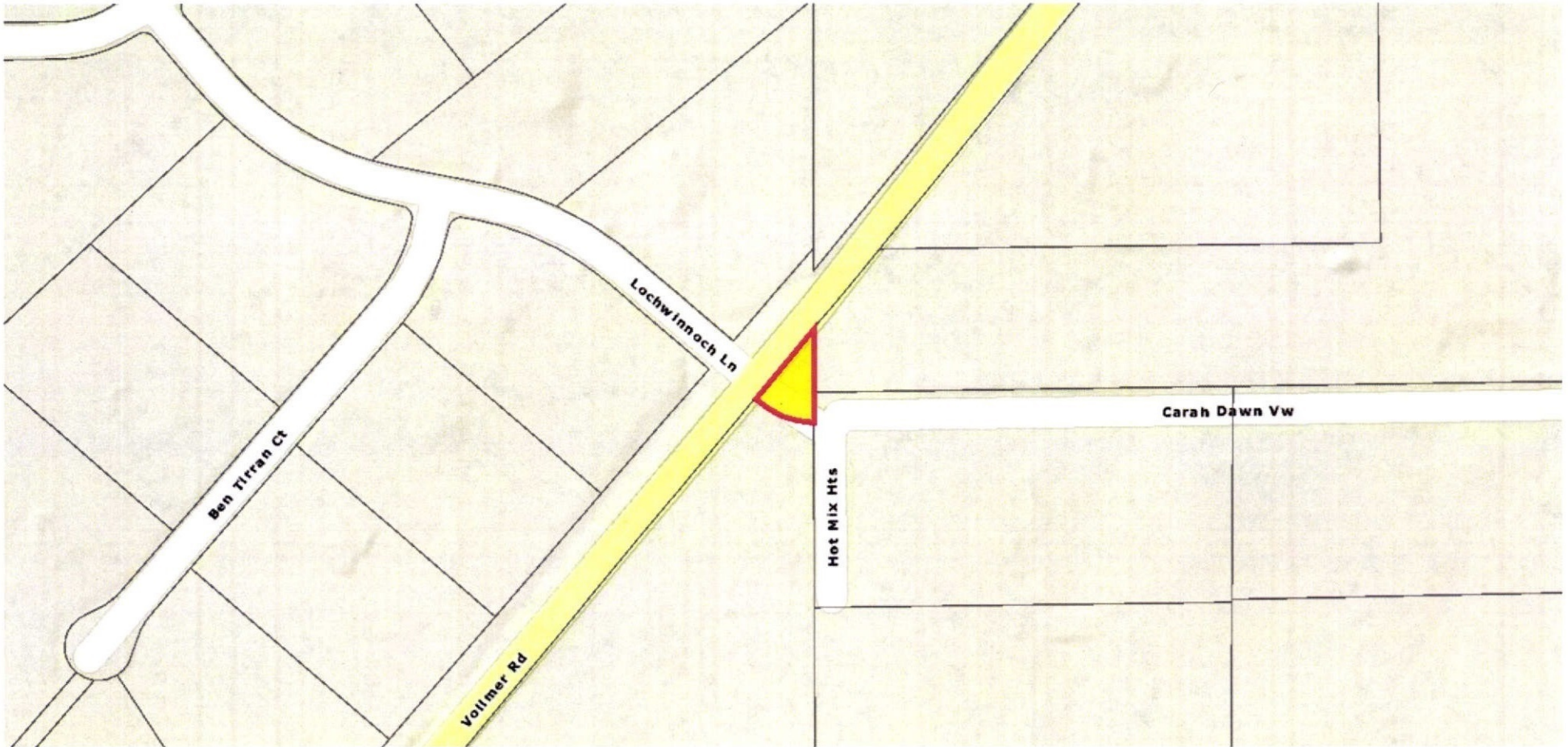
El Paso County Assessor's Office

0 32-12-65

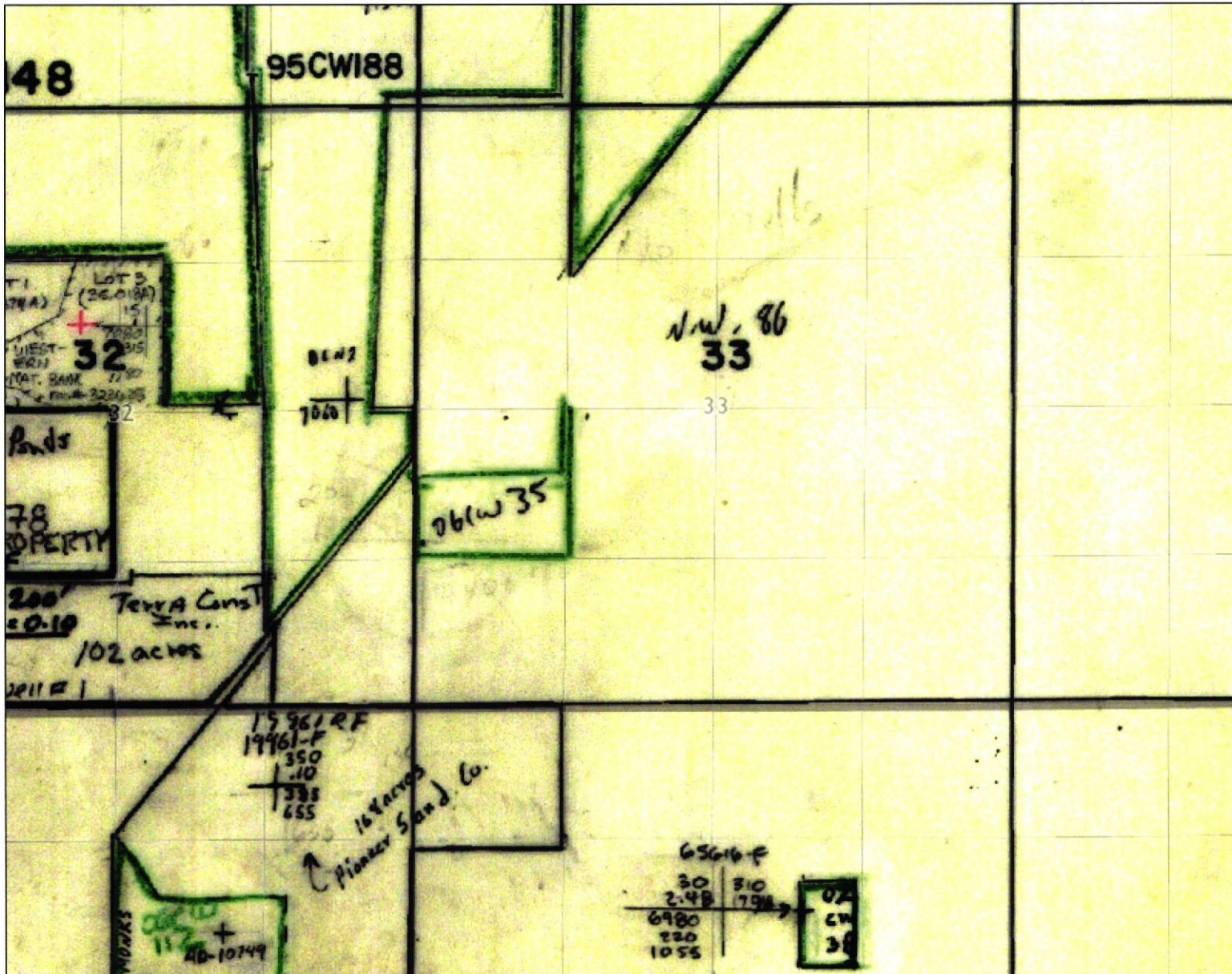
SCHEDULE: 5233002004

OWNER: VOLLMER INVESTMENTS LLC

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Legend

- Township
- Section
- Q40

zz_33L_tkd.jpg

- Red: Band_1
- Green: Band_2
- Blue: Band_3

z_33E_tkd.jpg

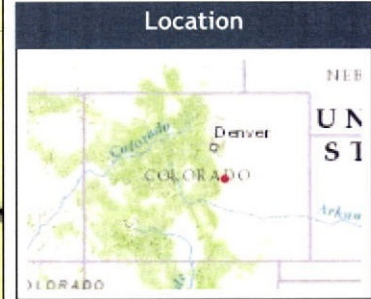
- Red: Band_1
- Green: Band_2
- Blue: Band_3

z_33L_tkd.jpg

- Red: Band_1
- Green: Band_2
- Blue: Band_3

z_51C_tkd.tif

- Red: Band_1
- Green: Band_2



Notes

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**WATER RESOURCES
STATE ENGINEER
COLO**



El Paso County Schedule Information

Schedule Number: 5233002003
 Schedule Address: 8715 VOLLMER RD
 Schedule Owner: VOLLMER INVESTMENTS LLC
 Zoned: PHID PID
 Area: 21.37 Acres

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WATER RESOURCES
STATE ENGINEER
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Owner Mailing Address: 8715 VOLLMER RD



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El Paso County Assessor's Office

8812 CLIFF ALLEN PT

SCHEDULE: 5233002008

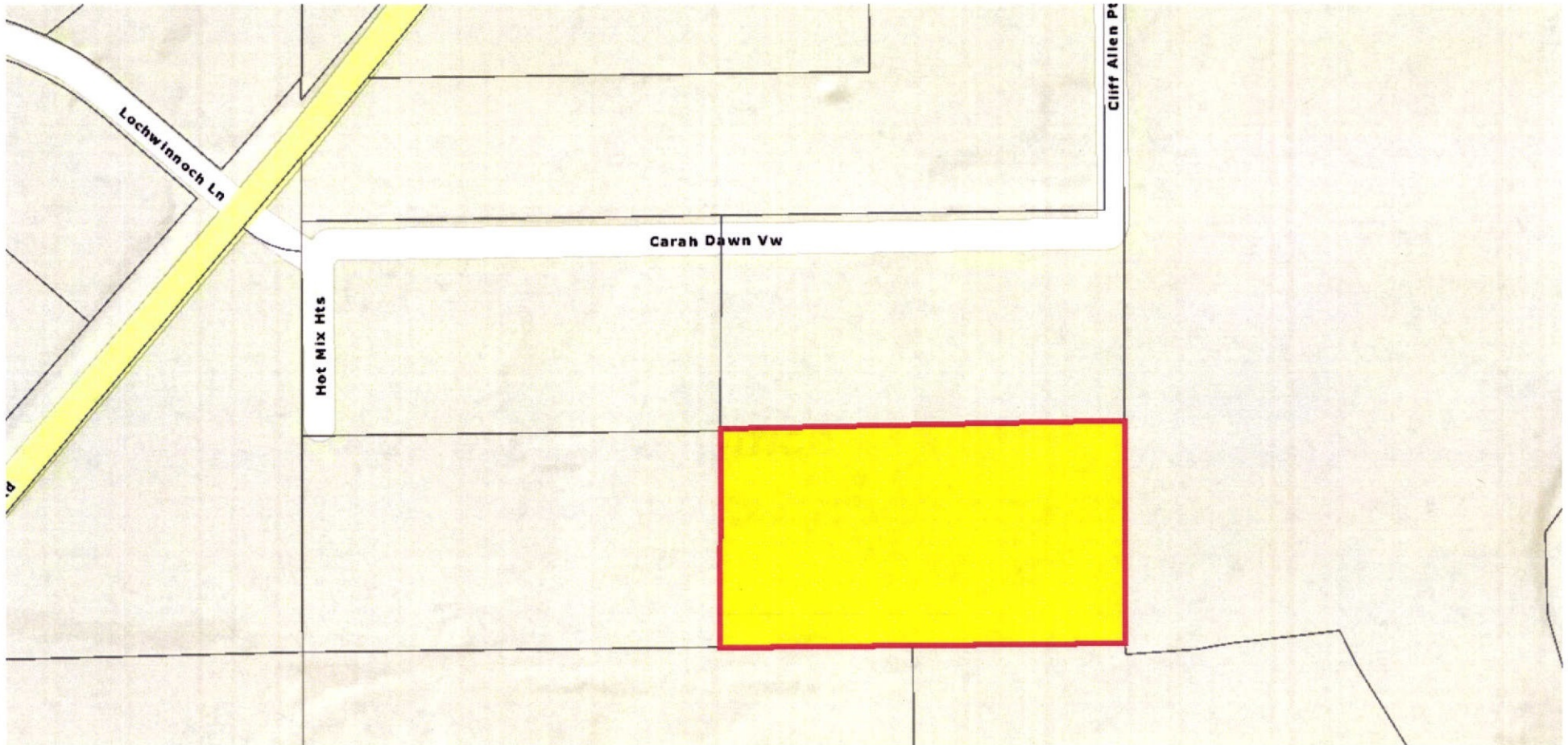
OWNER: BR INVESTMENTS LLC

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APR 15 2016

WATER RESOURCES
STATE ENGINEER
COLO

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BR Investments, LLC, Permit App. to construct a new well, Rec. #3671218

3 messages

Bilisoly - DNR, John <john.bilisoly@state.co.us>

Wed, Apr 13, 2016 at 11:47 AM

To: Kathy Trask - DNR <kathy.trask@state.co.us>

Cc: Rachel Zancanella - DNR <rachel.zancanella@state.co.us>, John Van Oort - DNR <John.VanOort@state.co.us>, Doug Hollister - DNR <doug.hollister@state.co.us>, Dale Baker - DNR <dale.baker@state.co.us>

Kathy,

I have attached a new permit application with supporting documentation for the Division's pre-evaluation and 600-foot well spacing review. I have also attached site development plans for the proposed septic system, since they were submitted with the permit application.

This proposed well would operate under a plan for augmentation approved by the Division 2 Water Court on 4/6/2007 in Case No. 06CW35. That plan was approved to Vollmer Investments, LLC, and the applicant has provided a special warranty deed conveying 0.87 acre-feet per year of Denver Aquifer ground water for their use from Vollmer Investments' decree Denver Basin water.

Thanks,
John W. Bilisoly
Physical Science Researcher/Scientist



COLORADO
Division of Water Resources
Department of Natural Resources

P 303.866.3581, x8216 | F 303.866.2223
1313 Sherman Street, Room 818, Denver, CO 80203
john.bilisoly@state.co.us | www.water.state.co.us

2 attachments

 **br investments.pdf**
573K

 **br investments septic.pdf**
221K

Van Oort, John <john.vanoort@state.co.us>

Wed, Apr 13, 2016 at 2:44 PM

To: "Bilisoly - DNR, John" <john.bilisoly@state.co.us>

Cc: Kathy Trask - DNR <kathy.trask@state.co.us>, Rachel Zancanella - DNR <rachel.zancanella@state.co.us>, Doug Hollister - DNR <doug.hollister@state.co.us>, Dale Baker - DNR <dale.baker@state.co.us>

Doug H.,

Could you or David please take care of this 600' inspection? Please let me know if you need anything.

Thanks,

Division 2 -- River Operation Coordinator

P 719.542.3368 (Ext 2103) / M 719.250.8805
310 E. Abriendo Ave. Suite "B" Pueblo, Colorado 81004

john.vanoort@state.co.us / www.water.state.co.us

[Quoted text hidden]

Hollister - DNR, Doug <doug.hollister@state.co.us>

Fri, Apr 15, 2016 at 2:30 PM

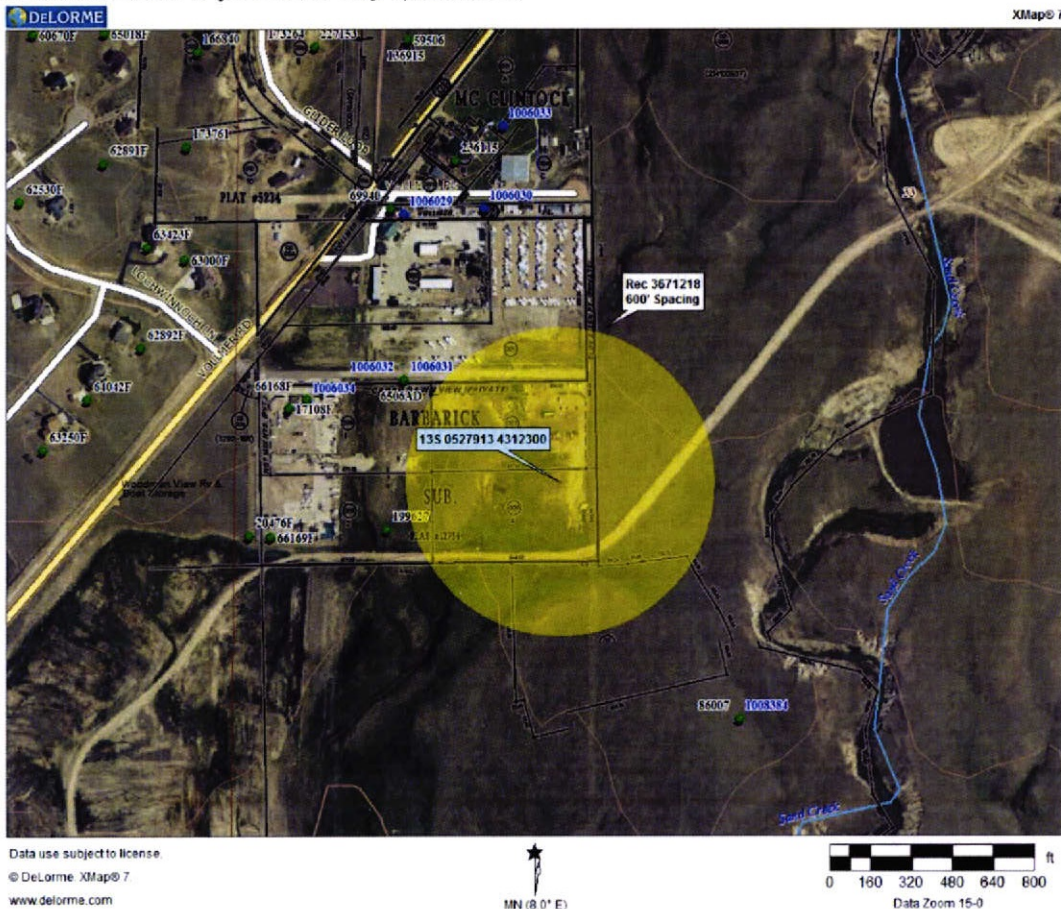
To: "Van Oort, John" <john.vanoort@state.co.us>

Cc: "Bilisoly - DNR, John" <john.bilisoly@state.co.us>, Kathy Trask - DNR <kathy.trask@state.co.us>, Rachel Zancanella - DNR <rachel.zancanella@state.co.us>, Dale Baker - DNR <dale.baker@state.co.us>

Attached is the 600' spacing inspection. There are no other wells within 600'

There was a little confusion regarding the 06CW34 decreed location of the wells being section 32. I have attached documentation that shows the majority of the land under this decree is in section 33 and only a very small portion of the land falls within section 32.

Please let me know if you have any questions.



Doug Hollister
District 10 Water Commissioner
North Regional Team Leader
Districts 10, 14, and 15



STATE OF
COLORADO

Gabert - DNR, John <john.gabert@state.co.us>

Re: Well Structure ID#

1 message

Hollister - DNR, Doug <doug.hollister@state.co.us>
To: "Gabert - DNR, John" <john.gabert@state.co.us>

Fri, Aug 19, 2016 at 11:56 AM

The Denver Basin decreed wells typically are captured under a well field ID and not assigned a separate pumping WDID since the decrees typically govern total withdrawals as a well field. The Well field WDID is 1006848.

Doug Hollister
District 10 Water Commissioner
North Regional Team Leader
Districts 10, 14, and 15



COLORADO
Division of Water Resources
Department of Natural Resources

P 719.227.5291 | F 719.227.5297
4255 Sinton Rd., Colorado Springs, CO 80907
doug.hollister@state.co.us | water.state.co.us

Please complete our new DWR User Experience Survey on our DWR Homepage to express your opinions of our service. Your complete satisfaction is important to us!

On Fri, Aug 19, 2016 at 11:48 AM, Gabert - DNR, John <john.gabert@state.co.us> wrote:
Doug,

I didn't see a WDID# on the field inspection for the attached BR Investments application. A neighboring well (66168-F) issued pursuant to the same decree, same uses, was given a WDID#, so I was wondering before I issue the permit, if I need a number or not.

I'd like to issue the permit sometime next week, so it would be appreciated if I could get a number soon (if it's necessary).

Thanks,

John Gabert

Physical Science Researcher/Scientist



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06CW0035

Vollmer Investments, LLC, Augmentation Plan

3.73 AF/yr available from Denver aquifer (300 year life)

* Received Water Deed for 0.87 AF/yr

Uses: Commercial and industrial uses, including indoor uses: bathrooms, appurtenant office spaces, garages, shops, warehouses and kitchens, as well as outside uses: commercial and industrial.

* 0.87 AF/yr for each of a total of 4 wells for above uses (limitation in decree - assume Barbarick subdivision is a 4-lot subdivision).

Bedrock Aquifer Evaluation Determination Tool

Denver Basin Aquifer - Specific Location Determination Tool

Applicant: BR INVESTMENTS

Receipt No: 3671218

Evaluated By: JSG

Location: NW 1/4 of SW 1/4 of Sec. 33, T.12S, R.65W. (1583 SSL, 1272 WSL)

Basin Designation: Location is within the UNKNOWN Designated Ground Water Basin.

Ground Surface Elevation: 7030 Feet **Number of Acres:** 1

Aquifer	Elevation (ft)		Net Sand	DEPTH (ft)		ANNUAL APPROP. (A-F)	STATUS
	Bot	Top		Bot	Top		
Upper Dawson	6803	6984	90.3	227	46	0.18	NNT
Lower Dawson	--	--	--	--	--	--	--
Denver	5897	6758	307.7	1133	272	0.52	NNT
Upper Arapahoe	5347	5850	246.1	1683	1180	0.42	NT
Lower Arapahoe	--	--	--	--	--	--	--
Laramie-Fox Hills	4787	5072	190.0	2243	1958	0.29	NT

NOTE: 'E' indicates a location is at an aquifer boundary and the values may be more approximate.