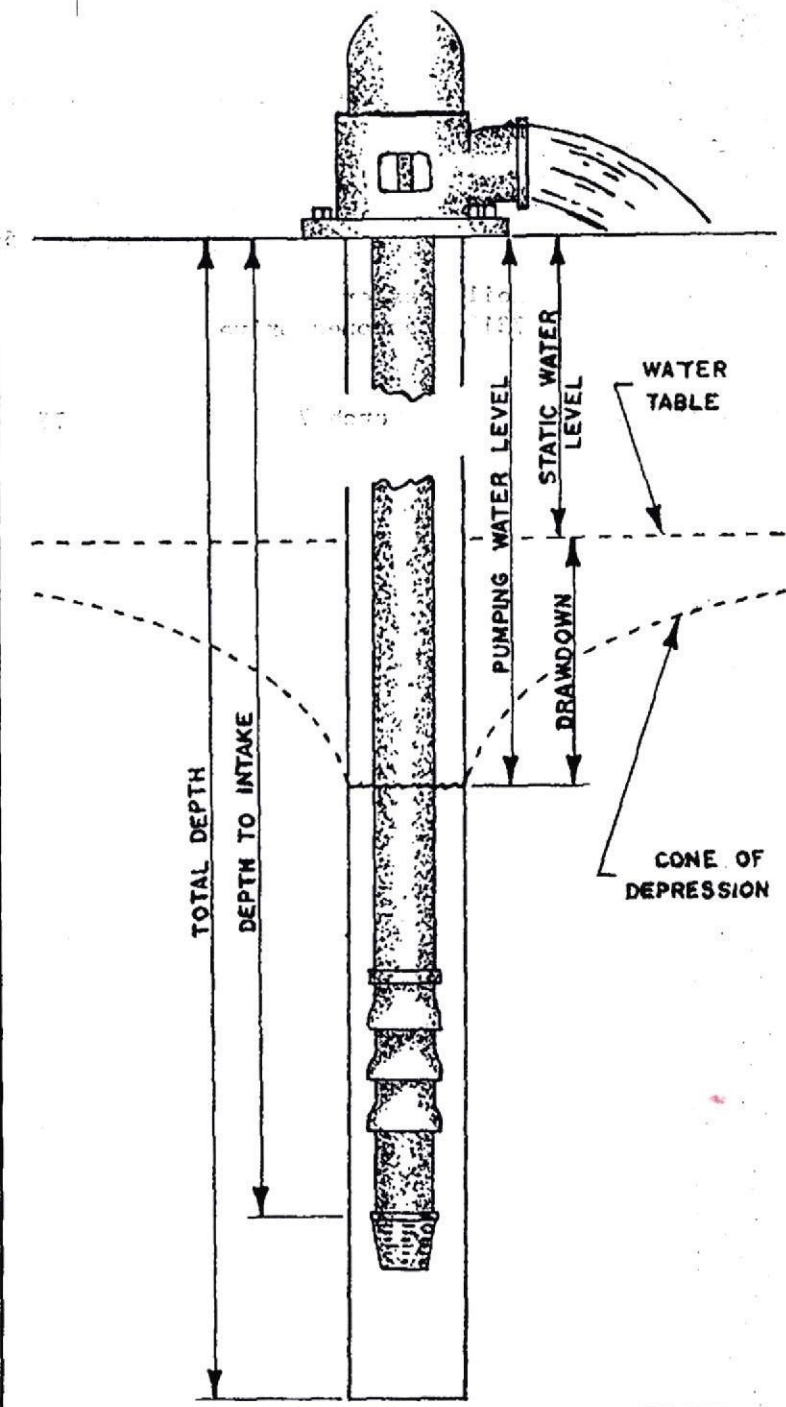


PUMP INSTALLATION REPORT

Pump Make Sta-Rite
 Type submersible
 Powered by elect. HP 1/2
 Pump Serial No. 8P4
 Motor Serial No. C025
 Date Installed March 5, 1977
 Pump Intake Depth 55 ft.
 Remarks _____

WELL TEST DATA WITH PERMANENT PUMP
 Date Tested March 5, 1977
 Static Water Level Prior to Test 25
 Length of Test 2 Hours
 Sustained yield (Metered) 10 GPM
 Pumping Water Level 30 ft.
 Remarks _____



CONTRACTORS STATEMENT

The undersigned, being duly sworn upon oath, deposes and says that he is the contractor of the well or pump installation described hereon; that he has read the statement made hereon; knows the content thereof, and that the same is true of his own knowledge.

Signature Steve E. Gardner License No. 150

State of Colorado, County of El Paso SS

Subscribed and sworn to before me this 7 day of December, 19 77.

My Commission expires: October 12, 1981.

Notary Public Anne Barnett

COLORADO DIVISION OF WATER RESOURCES

300 Columbine Bldg., 1845 Sherman St.
Denver, Colorado 80203

RECEIVED

OCT 12 1976

WATER RESOURCES
STATE ENGINEER
COLO.

THIS FORM MUST BE SUBMITTED
WITHIN 60 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER ~~59538A~~ 80316-F

WELL OWNER NEED Paul Messler NE 1/4 of the NE 1/4 of Sec. 20

ADDRESS 7316 Franconia Drive T. 16 R. 65W 6 P.M.

DATE COMPLETED 9-14, 1976

HOLE DIAMETER

8 in. from 0 to 60 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD _____

CASING RECORD: Plain Casing

Size 5 & kind Plaster from 0 to 30 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 5 & kind Plaster from 30 to 60 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material Cement

Intervals 20'

Placement Method Top

GRAVEL PACK: Size 3/8

Interval 20 to 60

TEST DATA

Date Tested 9-14, 1976

Static Water Level Prior to Test 25 ft.

Type of Test Pump Bailer

Length of Test 2 hrs

Sustained Yield (Metered) 10

Final Pumping Water Level 30

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	20	Clay	
20	55	Gravel & Boulder	
55	60	Blue Clay	
<u>Well Capped</u>			
		TOTAL DEPTH <u>60</u>	

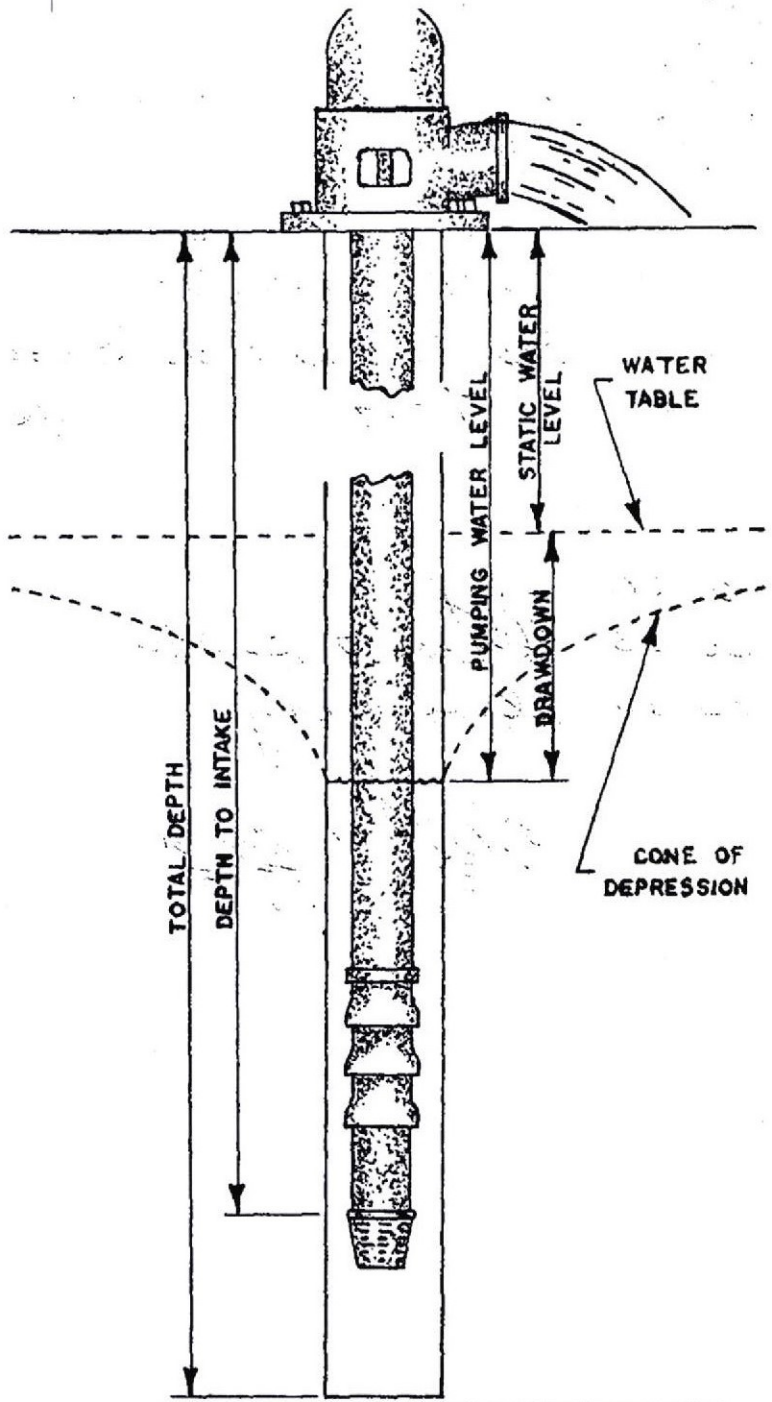
Use additional pages necessary to complete log.

PUMP INSTALLATION REPORT

Pump Make _____
 Type _____
 Powered by _____ HP _____
 Pump Serial No. _____
 Motor Serial No. _____
 Date Installed _____
 Pump Intake Depth _____
 Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____
 Static Water Level Prior to Test _____
 Length of Test _____ Hours
 Sustained yield (Metered) _____ GPM
 Pumping Water Level _____
 Remarks _____



CONTRACTORS STATEMENT

The undersigned, being duly sworn upon oath, deposes and says that he is the contractor of the well or pump installation described hereon; that he has read the statement made hereon; knows the content thereof, and that the same is true of his own knowledge.

Signature *J. Stewart* License No. 166

State of Colorado, County of El Paso SS

Subscribed and sworn to before me this 22 day of October, 19 76.

My Commission expires: Aug. 2, 19 78

Notary Public *E. Edwin Hennosch*

FORM TO BE MADE OUT IN QUADRUPPLICATE: WHITE FORM must be an original copy on both sides and signed. WHITE AND GREEN copies must be filed with the State Engineer. PINK COPY is for the Owner and YELLOW COPY is for the Driller.

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

EXST

WELL PERMIT NUMBER 80316 -F -
DIV. 2 WD 10 DES. BASIN MD

APPLICANT

MERLE R MASER
12599 JORDAN RD
FOUNTAIN, CO 80817-

(719) 382-1126

APPROVED WELL LOCATION

EL PASO COUNTY
NE 1/4 NE 1/4 Section 20
Township 16 S Range 65 W Sixth P.M.

DISTANCES FROM SECTION LINES

255 Ft. from North Section Line
670 Ft. from East Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: 527439 Northing: 4277903

CHANGE/EXPANSION OF USE OF AN EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure 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(2), to change/expand the use on an existing well constructed under permit no. 59538-A, on the condition that this well is operated in accordance with the Middle Arkansas Groundwater User's Association (MAGUA) Augmentation Plan approved by the Division 2 Water Court in case no. 07CW0129. If this well is not operated in accordance with the terms of said decree, it will be subject to administration including orders to cease diverting water. The well structure I.D.# is 1006941.
- 4) The issuance of this permit hereby cancels permit no. 59538-A.
- 5) Approved for a well located on a legal description described as Lot 12, Block 2, Lock Ranch Subdivision, El Paso County.
- 6) The use of ground water from this well is limited to ordinary household purposes inside a single family dwelling, 1,000 square feet of home garden and lawn and livestock watering (domestic animals and commercial dog kennel), as requested.
- 7) The pumping rate of this well shall not exceed 10 GPM, as requested.
- 8) The annual withdrawal of ground water from this well is limited to 0.5876 acre-foot, as requested (The annual withdrawal of ground water from all wells operating pursuant to case no. 07CW0129, may vary from year to year up to a maximum of 110 acre-feet, and is subject to limitations due to the availability of augmentation water to replace projected lagged depletions as described in the decree).
- 9) The return flow from the use of this well must be through a non-evaporative septic system or municipal waste water treatment plant (Harding), per decree.
- 10) 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.
- 11) All wells covered by this plan for augmentation shall be metered. Meters shall be installed, operated, tested and verified in accordance with Amended Rules Governing the Measurement of Ground Water Diversions Located in the Arkansas River Basin, Case No. 05CW88, and other applicable rules adopted in the future by the State Engineer. Meter readings shall be read and recorded monthly.
- 12) This well must be located not more than 200 feet from the location specified on this permit.

APPROVED
JSG

Dick Wolfe by
State Engineer

DATE ISSUED 10-17-2016

John Behm
By

EXPIRATION DATE N/A

Receipt No. 3674768

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

Office Use Only
RECEIVED **RECEIVED**
OCT 11 2016 **MAY 26 2016**
WATER RESOURCES STATE ENGINEER COLO. **WATER RESOURCES 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:
Merle R. Maser
 Mailing address:
12599 Jordan Rd
 City: Fountain State: CO Zip code: 80817
 Telephone # (area code & number): (719) 382-1126 E-mail (online filing required): landofahs.hughes.net

2. Type Of Application (check applicable boxes)

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

3. Refer To (if applicable)

Well permit #: 59538 A Water Court case #: 07CW'129
 Designated Basin Determination #: _____ Well name or #: 1006941

4. Location Of Proposed Well

County: El Paso Range: NE 1/4 of the NE 1/4
 Section: 20 Township: 16 N or S: N S
 Range: 65 E or W: E W Principal Meridian: N
 Distance of well from section lines (section lines are typically not property lines):
400 Ft. from N S 800 Ft. from 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.

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 NO
 Easting: 527439
 Northing: 4277903
 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):

 B. # of acres in parcel: _____ C. Owner: _____
 D. Will this be the only well on this parcel? YES NO (if no list other wells)
 E. State Parcel ID# (optional): _____

6. Use Of Well (check applicable boxes)

Attach a detailed description of uses applied for.
 Industrial Dewatering System
 Municipal Geothermal (production or reinjection)
 Irrigation Other (describe): _____
 Commercial

7. Well Data (proposed) SEE ATTACHMENT

Maximum pumping rate: 10 gpm Annual amount to be withdrawn: -1 acre-feet
 Total depth: 60 feet Aquifer: _____

8. Land On Which Ground Water Will Be Used

Legal Description of Land (may be provided as an attachment):
SAME AS LOCATION OF WELL
 (If used for crop irrigation, attach a scaled map that shows irrigated area.)
 A. # Acres: _____ B. Owner: _____
 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: Merle R. Maser Date (mm/dd/yyyy): _____
 If signing print name and title: MERLE R. MASER

Office Use Only

USGS map name: EXPAND USE EXISTING DWR map no.: _____ Surface elev.: _____
 Receipt area only
 07CW0129 WDID# 1006941
(See Attached 106 Pm 0.5876A/Fm -WDID# - No expiratic date)
UTM: 255'NSL & 670'ESL NE\NE Sec 20, T16S, R65W, 67m
Cost Report Rec'd R65W, 67m
Pwp Report Rec'd
 Transaction #: 3674768
 AQUAMAP WE Date: 5/26/2016 4:29:54 PM
 WR Transaction Total: \$100.00
 CWCB CHECK #5205 \$100.00
 TOPO - Plots in Lock Ranch Subd.
 MYLAR 2 10
 SB5 DIV _____ WD _____ BA _____ MD _____

DEED OF TRUST

GRANTOR(S):

LAST NAME	FIRST	M.I.	LAST NAME	FIRST	M.I.
Maser	Merle	Ray	Maser	N. Eileen	

THIS DEED OF TRUST, Made this **22nd** day of **December**, 1995, BETWEEN **Merle Maser and N. Eileen Maser**

County of **El Paso** State of **Colorado** herein (whether one or more in number) called Grantors,
 whose address is **12599 Jordan Road aka 12595 Jordon Road, Fountain, CO. 80817**
 and the Public Trustee of the County of **El Paso** State of Colorado, herein called Trustee, and
Advanta Finance herein called Beneficiary,
 whose address is **102 S. Tejon St., Ste. 1220 Colorado Springs, CO. 80903**

WITNESSETH: Grantors in consideration of the debt and trust herein mentioned and the performance of the covenants and agreements herein contained do by these presents bargain, sell, give, grant and convey to Trustee the following described real estate situated in the County of _____ and State of Colorado, to wit:
Lot 12 in Block 2 in LOCK RANCH ~~MM~~ SUBDIVISION,
County of El Paso,
State of Colorado.

RECEIVED
MAY 26 2016

WATER RESOURCES
STATE ENGINEER
COLO

Together with all buildings and improvement now or hereafter erected thereon, and all screens, awnings, shades, blinds and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, under this instrument, shall be deemed an accession to the freehold and a part of the realty as between the parties hereto. Trustor Warrants title to said property.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Combined Note and Security Agreement (hereinafter referred to as "Note") dated **12-22-95** herewith executed by Grantor and payable to the order of Beneficiary in the principal sum of \$ **137329.17**, and having the date of its final payment due on **12-22-10**, or as extended, deferred, or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Beneficiary to Grantor in a maximum sum of \$ **137329.17**; (4) The payment of any money that may be advanced by the Beneficiary to Grantor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security in accordance with the covenants of this Deed of Trust; (5) Any renewal, refinancing or extension of said Note, or any other agreement to pay which may be substituted therefor.

All payments made by Grantor on the obligation secured by this Deed of Trust shall be applied in the following order:
 FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor.
 SECOND: To the payment of interest due on said loan.
 THIRD: To the payment of principal.

TO HAVE AND TO HOLD the same with all the rights, privileges and appurtenances thereunto belonging to Trustee and to his successors and assigns forever, in trust, however, for the uses and purposes as herein expressed.

THE COVENANTS AND AGREEMENTS SET FORTH BELOW AND ON THE REVERSE HEREOF ARE INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

IN WITNESS WHEREOF, the said Grantors hereunto set hand and affixed seals the day and year first above written.

Signed, sealed and delivered in the presence of

STATE OF COLORADO

County of **El Paso** SS.

The foregoing instrument was acknowledged before me this
 day of **December**, 22nd, 1995
 By **Merle Ray Maser**
 and **N. Eileen Maser**
 and

Merle Ray Maser (SEAL)
Merle Ray Maser
 Trustor,
 Borrower

N. Eileen Maser (SEAL)
N. Eileen Maser
 Trustor,
 Borrower

(SEAL)
 Trustor,
 Borrower

My commission expires **4-12-97**

Witness my hand and official seal.
Renee L. Smith
MARGARET B. ENGLISH
 NOTARY PUBLIC
 STATE OF COLORADO
 My Commission Expires **7/26/98**

- TO BETTER SECURE THE INDEBTEDNESS AND REFERRED TO, GRANTORS HEREBY COVENANT AND AGREE:**
- To keep the buildings and other improvements now or hereafter erected on the premises in good condition and repair, not to remove, demolish or remodel for other than residence use and building thereon, to restore promptly any building which may be damaged or destroyed, to comply with all laws requiring alterations or improvements to be made, not to commit or suffer any waste or any use of the property contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.
 - To keep the property insured for the protection of Beneficiary up to the full market value of all improvements and in such companies as Beneficiary may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Beneficiary; and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements, or be released to Grantors, but such application or release shall not cure or waive any default.
 - To pay all taxes and special assessments of any kind that have been or may be levied or assessed against said premises or any part thereof, or upon the Note or debt secured hereby, or upon the interest of Trustee or Beneficiary in said premises, or in said Note or said debt, and to procure and deliver to Beneficiary ten days before the day fixed by law for the first interest or penalty to accrue thereon the official receipt of the proper officer showing payment of all such taxes and assessments.
 - To pay when due any lien on the property which is senior to the lien hereto, and, notwithstanding any right or option granted by any senior lien or by any senior lienholder, to permit the principal balance of such senior lien to increase, Trustor will not permit the principal balance of any senior lien to increase above the balance at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full.
 - To pay all costs, fees and expenses of this trust, to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear and if foreclosure be made by the Public Trustee an attorney's fee of five per cent of the indebtedness hereby secured, for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the costs of foreclosure, and if foreclosure be made through the courts, a reasonable attorney's fee shall be taxed by the court as a part of the costs of such foreclosure proceedings.

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WARRANTY DEED

THIS DEED, Made this 22nd day of December, 19 95,
between Robert Bernard Lorino and Charlene Marie Lorino

MAY 26 2016
WATER RESOURCES
STATE ENGINEER
STATE DOCUMENTARY
DEC 29 1995
FEE 20.00

5.00
1.00

of the County of _____ and State of _____,
grantor, and Merle Ray Maser and N. Eileen Maser

DF
20.00

whose legal address is 12599 Jordan Road, Fountain, CO 80817

of the County of El Paso and State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of TWO HUNDRED THOUSAND AND NO/100--

-----DOLLARS, (\$200,000.00), the receipt and
sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bar-
gain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, **not in tenancy in common but in joint tenancy**,
all the real property together with improvements, if any, situate, lying and being in the County of El Paso
and State of Colorado, described as follows:

Lot 12 in Block 2 in LOCK RANCH SUBDIVISION,
County of El Paso, State of Colorado

also known by street and number as 12599 Jordan Road, Fountain, CO 80817

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and
the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest,
claim and demand whatsoever of the grantor, 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, their
heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and
agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well
seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in
fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form
as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, **except for taxes for the current year, a lien but not yet due
or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any,**

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable posses-
sion of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Robert Bernard Lorino
Robert Bernard Lorino

Charlene Marie Lorino
Charlene Marie Lorino

STATE OF Texas
COUNTY OF Harris

} ss. 344-30-6680

The foregoing instrument was acknowledged before me this 20th day of December, 1995, by
Robert Bernard Lorino and Charlene Marie Lorino

My Commission expires: 3-

NOTARY PUBLIC
SHIRLEY NELSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-17-97

witness my hand and official seal.
Shirley Nelson
Notary Public

FIRST AMERICAN



COLORADO

Division of Water Resources

Department of Natural Resources

September 28, 2016

John W. Hickenlooper
Governor

Robert Randall
Executive Director

Dick Wolfe, P.E.
Director/State Engineer

Merle R. Maser
12599 Jordan Rd.
Fountain, CO 80817

Dear Merle Maser:

This office has received your well permit application (receipt no. 3674768) to use an existing well which will be operating pursuant to the approved augmentation plan in Division 2 Water Court case no. 07CW0129. The augmentation plan allows some flexibility regarding the uses and pumping amounts that you may currently be using. As outlined in Exhibit C of the decree (copy attached), wells may divert water for a variety of uses, including ordinary household purposes inside a single family dwelling, livestock watering, poultry, horse arenas, greenhouses, nurseries, dust suppression, aggregate washing, drip irrigation and pond evaporation. The amounts pumped may vary from year to year up to an annual maximum of 110 acre-feet cumulative for all wells operating pursuant to this decree, and subject to limitations due to the availability of augmentation water to replace projected lagged depletions as described in the decree. Based on the terms described in the decree, there are two options available to you when applying for your well permit.

The first option would be to request the flexibility for all of the uses as afforded by the decree. If you would like this option, please choose "Other" in item 6 of the well permit application form, described as "use(s) as outlined in 07CW0129," and indicate "110 acre-feet (all combined decreed wells)," in item 7.

A second option would be to request specific uses. This would be a consideration if your combined uses on a residential site do not exceed ordinary household purposes inside up to three single-family dwellings, the watering of poultry, domestic animals, and livestock, and the irrigation of not more than one acre of home gardens and lawns (domestic use greenhouse, nursery or drip irrigation system), or, if some of your residential uses are combined with a small-scale commercial use, in which the total annual pumping of the well will not exceed three acre-feet (977,553 gallons). If your uses would fall into this category, please indicate the uses in item 6 of the application, and indicate the total annual amount to be withdrawn by these uses in item 7 (You may have to indicate your uses as an attachment if space is not available). Some of the general guidelines for water demand regarding residential/small commercial uses include 0.33 acre-foot per year for ordinary household purposes inside a single family dwelling, 0.05 acre-foot per year for each 1,000 square feet of lawn and garden irrigation, 0.05 acre-foot per year for up to four large domestic animals (such as horses),

Office of the State Engineer

1313 Sherman Street, Suite 818 • Denver, CO 80203 • Phone: 303-866-3581 • Fax: 303-866-3589

www.water.state.co.us

as well as 0.33 acre-feet per year for drinking and sanitary purposes inside a small commercial business. Additional uses, such as a greenhouse, would need to be discussed with a water consultant or engineer for an estimate of the annual appropriation amount necessary for such operations.

If you choose the first option, with the flexibility to operate a well for any of the uses as outlined in Exhibit C (under (b) Other Uses), or, if the requested uses on your residential site exceed three acre-feet of annual pumping, **you would need to notify other well owners within 600 feet of your well of your intended uses.** The provisions of Colorado Revised Statute 37-90-137(2) prohibit the issuance of a permit for a well to be located within 600 feet of any existing well, unless the State Engineer finds that circumstances so warrant after a hearing held in accordance with the procedural rules in 2CCR 402-5. This hearing may be waived if you are able to obtain statements from owners of all wells within 600 feet, verifying that they have no objection to your well being located within 600 feet of their wells. A sample waiver form is enclosed.

If there are no existing wells within 600 feet of your well, you may submit a statement verifying this information, after having conducted a field inspection of the area. A field inspection is necessary because it is possible that there are wells in existence that are not of record with the state, and these wells are included under the provisions of Colorado Revised Statute 37-90-137(2). A form is enclosed to complete if your field inspection verifies that there are no other wells, not owned by you, within 600 feet of your well.

If there are wells within 600 feet, and you are unable to obtain a waiver from the owners, you may request that this office issue a notification to all well owners. You must identify the well(s) (permit number (if applicable), current owner's name and address) and confirm the approximate distance between the well(s) and your well. Once this information is submitted the required notice will be initiated. A hearing may be required if objections are submitted in response to the notice. The original permit application form should not be resubmitted until the notice and hearing processes have been completed.

In summary, you must either sign a statement indicating that no other wells exist within 600 feet, submit statements from all well owners within 600 feet verifying that they have no objection to your well, or request notification of the involved well owners.

If you choose the second option for your uses on your residential site, which include at least one single family dwelling, and they do not add up to over three acre-feet of annual pumping, **no 600 foot spacing information is necessary** (your pumping rate for the permanent pump in your well must not exceed 15 gpm).

Thank you for your cooperation regarding this information. Please review your well permitting options and amend items 6 and 7 on the well permit application form. You may contact me at (303) 866-3581 ext. 8286, if you have any questions.

Sincerely,



John Gabert
Physical Science Researcher/Scientist
Enclosure(s)

EXHIBIT C, CASE NO. 07CW129
WELLHEAD DEPLETION FACTORS

Name	Structure ID	Factor for Separately Metered Indoor Uses (a)	Factor for Separately Metered Outdoor Uses	Factor for Other Uses (b)
Belmont Stables	1005130	10%	82%	100%
Cactus Creek Ranch	1005217	10%	82%	100%
Cactus Creek Ranch	1006207	10%	82%	100%
Harding Nursery	1005964	5%	82%	100%
McCanne, Roy & Laurie	1006777	10%	82%	100%
Morton Ventures, LLP	1006033	10%	82%	100%(e)
Nelson, Mike	1005921	10%	82%	100%
Nelson, Mike	1006759	10%	82%	100%
Security Mobile Home Park	1005087	10%(c)	82%(c)	NA
Maser, Merle	1006941	10%	82%	100%
G-Bar LLC	1006939	10%	82%	100%
Anaya, Don	1005129	10%	82%	100%
Baxter Road Gravel Pit	1406563	NA	NA	100%(e)
O'Neal Waterworks Resources	1406022B	10% (c)	82%(c)	NA
Keator, Norm & Charlotte	1505021	NA	65% (d)	NA
Two Rivers Pit	1405118	NA	NA	100%

*

(a) Indoor Uses include ordinary household purposes, the return flows from which are delivered to a non-evaporative septic system or municipal WWTP (Harding). Indoor Uses do not include the Other Uses identified in note b.

(b) Other Uses with 100% depletion factor includes Indoor Uses and Outdoor Uses if not separately metered (except the Security and O'Neal wells), and also includes various other uses for livestock, poultry, horse arenas, greenhouse, nursery, dust suppression, aggregate, drip irrigation and pond evaporation.

(c) All metered usage from December - February for Security and O'Neal shall be attributed to Indoor Uses. Monthly Indoor Use for March - November shall be equal to the average monthly Indoor Use for the preceding December through February ("base use"). Total water usage exceeding the base use in any month from March - November shall be attributed to Irrigation Use (82%).

(d) The Outdoor Use depletion factor shall be adjusted to 85% if sprinklers are used or 100% if a drip irrigation system is used.

(e) 100% of the evaporation from the Baxter Pit and Nelson pond shall be replaced, which shall be calculated as the product of net annual shallow lake evaporation, the monthly distribution factor, and the acreage. Values for annual shallow lake evaporation are determined according to NOAA Technical Report NWS 33, Evaporation Atlas for the Contiguous 48 United States (Map 3) and monthly distribution factors are obtained from the State of Colorado's General Guidelines for Substitute Water Supply Plans for Sand and Gravel Pits.

*Spoke to applicant on 10/4/16. Uses include: H4 = 0.33 AP/yr
Lg. Irr. = 0.05
Dom. ans = 0.05*

*"livestock" per decree < To verify w/ current meter ready
Commercial = 0.1576 <
(Dog Kennel) 0.5876 AP/yr = less than 3 AP/yr*

**No 600' spacing necessary - JP*

RECEIVED

OCT 11 2016

WATER RESOURCES
STATE ENGINEER COLO.

WATER USE

HOUSEHOLD	0.33
LAWN + GARDEN	0.05
ANIMALS	0.05
BOARDING KENNEL	0.1576