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**DECLARATION OF WATER RIGHTS COVENANTS FOR PAIR-A-DISE
 SUBDIVISION**

Declarant is the sole owner of real property which is more particularly described and depicted on the recorded plat of the Pair-A-Dise Subdivision. The Declarant desires to place protective covenants, conditions, restrictions, and reservations upon the Subdivision to ensure compliance with state and local requirements regarding water and water rights to be utilized within the Subdivision.

Declarant hereby declares that all of the Subdivision, with all appurtenances, facilities, and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, encumbered, and conveyed subject to the following covenants, conditions, restrictions, and reservations, all of which shall run with the land and be binding on and inure to the benefit of all parties having any right, title, or interest in the Subdivision or any part thereof and their successors and assigns.

A. Definitions:

1. Declarant: Sarah J. Atwood
2. Declaration: This Declaration of Water Rights Covenants for Pair-A-Dise Subdivision.
3. Owner: The owner of a lot inside the Pair-A-Dise Subdivision
4. Owners: All the owners of the lots inside the Pair-A-Dise Subdivision
5. Subdivision: The Pair-A-Dise Subdivision.

B. Determinations and Augmentation Plan: The Subdivision shall be subject to the obligations and requirements as set forth in the Findings of Fact, Conclusions of Law, ruling of Referee and Decree: Adjudicating Denver Basin Groundwater and Approving Plan for Augmentation in Division 2 Case No. 22CW0030 as recorded at Reception No. 224026058 of the El Paso County Clerk and Recorder, which is incorporated by reference (the "Augmentation Plan"). The Augmentation Plan approved a lawful water supply for each lot within the Subdivision and the volumes in each of the Denver Basin aquifers.

The Augmentation Plan creates obligations upon the Subdivision and the Owners, which run with the land. Subject to the terms of this Declaration, the water supply for each lot within the Subdivision shall be by individual wells to the not-nontributary Denver aquifer. Each Owner is responsible for the costs of obtaining a well permit from the Colorado Division of

Water Resources and drilling an individual well for water service to their residence and lot to the not nontributary Denver aquifer and any other wells. Each Owner is also responsible for use of such well as consistent with the terms of the Augmentation Plan, including providing wastewater treatment through a non-evaporative individual septic disposal system ("ISDS") for Denver Aquifer well pumping.

Each lot served by a Denver well shall have and use an occupied single family dwelling generating return flows from an ISDS. Return flows shall only be used for replacement purposes, shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned, or encumbered in whole or in part for any other purpose.

The Owners are responsible for any metering, data collecting, reporting, and administration based on pumping records as required under the Augmentation Plan.

Outdoor irrigation and animal watering within the Subdivision is strictly prohibited unless and until the Augmentation Plan has been amended and a request for change in water supply has been reviewed and approved by El Paso County.

No party, including the Declarant, guarantees to the Owners the physical availability or the adequacy of water quality from any well to be drilled. The Denver Basin aquifers which are the subject of the Augmentation Plan are considered a nonrenewable water resource and due to anticipated water level declines the useful or economic life of the aquifers water supply may be less than the 100 years allocated by state statutes or the 300 years of El Paso County water supply requirements, despite current groundwater modeling to the contrary. Declarant makes no warranty that the Denver aquifer contains an amount of water sufficient for a 300 year supply for each lot or Owner.

C. Water Rights Ownership: Declarant hereby reserves 137.1 acre-feet of Denver aquifer water and 137.1 acre-feet of Laramie-Fox Hills aquifer water for use in the Subdivision. 68.55 acre-feet of Denver aquifer water and 68.55 acre-feet of Laramie-Fox Hills aquifer water is allocated to each lot in the Subdivision. These reserved water rights shall not be separated from transfer of title to the Property and shall be used exclusively for primary water supply.

Declarant will transfer and assign to each Owner a pro rata amount of all Denver Basin groundwater that was the subject of the Determinations and shall retain none of the Denver Basin groundwater underlying the Subdivision. This transfer and assignment shall include Declarant's adjudicated interest to the following:

1.) .457 acre-feet per year of not-nontributary Denver Aquifer groundwater for a 300 year water supply for a total of 137.10 acre-feet as the physical source of supply for the Subdivision, for the following uses:

i. Lot 1: One well will withdraw .2285 acre feet annually for the following uses:
in-house use.

ii. Lot 2: One well will withdraw .2285 acre feet annually for the following uses: in-house use:

Accordingly, Declarant shall convey to the Owners a total of at least 137.10 acre feet ((0.2285 acre feet/year x 2 lots) x 300 years)) of Denver aquifer water.

The water rights herein shall be explicitly conveyed; however, if a successor lot owner fails to explicitly convey the water rights, such water rights shall be intended to be conveyed pursuant to the appurtenance clause in any deed conveying said lot, whether or not Findings of Fact, Conclusions of Law, Ruling of the Referee and Decree: Adjudicating Denver Basin Groundwater and Approving Plan for Augmentation in Division 2 Case No. 22CW0030 and the water rights therein are specifically referenced in such deed. The water rights so conveyed shall be appurtenant to the lot with which they are conveyed, shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned or encumbered in whole or in part for any other purpose. Such conveyance shall be by special warranty deed, but there shall be no warranty as to the quantity or quality of water conveyed, only as to the title.

2.) All obligations and responsibilities for compliance with the Augmentation Plan and the costs therefor shall be transferred to the Owners, including monitoring, accounting, and reporting obligations. By this assignment to the Owners, the Declarant is relieved of any and all responsibilities and obligations for the administration, enforcement and operation of the Augmentation Plan. Such conveyance shall be subject to the obligations and responsibilities of the Augmentation Plan. The Owners shall maintain such obligations and responsibilities in perpetuity, unless relieved of such augmentation responsibilities by order of the Colorado Division 2 Water Court or properly entered administrative relief.

D. Water Administration: The Owner of Lot 1 shall limit the pumping of an individual Denver aquifer well to a maximum of 0.2285 acre feet annually. The Owner of Lot 2 shall limit the pumping of one individual Denver aquifer well to a maximum of .2285 acre feet annually. Each Owner shall further ensure that the allocations of use of water resulting from such Denver aquifer pumping is maintained, as in house and fire protection. **This plan includes no outdoor irrigation or livestock watering.** Each Owner with a Denver aquifer well shall use an ISDS in order to ensure that return flows from Denver aquifer well diversions are returned to the stream system to replace depletions during pumping of the Denver aquifer well and shall not be sold, traded, or used for any other purpose. The Owners, as the Owners of all obligations and responsibilities under the Determinations and Augmentation Plan, shall administer and enforce the Augmentation Plan as applies to each Owner's respective lot and pumping from individual Denver aquifer wells. Such administration shall include, without limitation accountings to the Division Engineer for Water Division 2 and taking all necessary and required actions under the Augmentation Plan to protect and preserve the groundwater rights for all Owners. Each Owner has the right to specifically enforce by injunction if necessary the Augmentation Plan against any other Owner for failing to comply with the Owner's respective obligations thereunder, including

the enforcement of the terms and conditions of well permits issued and the reasonable legal costs and fees for such enforcement shall be borne by the party against whom such action is necessary. Failure of a Lot Owner to comply with the terms of the Augmentation Plan may result in an order from the Division Engineer for Water Division 2 under the Augmentation Plan to curtail use of groundwater rights.

Each Owner shall promptly and fully account to the Division of Water Resources the amount of pumping from the individual well to the Denver aquifer on each lot or any other wells, including for any irrigation, stock watering or other permitted/allowed uses as may be required under the Augmentation Plan, or the Division Engineer. The frequency of such accounting shall be annually unless otherwise reasonably requested by the Division of Water Resources. The Owners shall provide the Division of Water Resources with accounting for pumping of all wells on an annual basis unless otherwise reasonably requested by the Division of Water Resources.

E. Well Permits: Each Owner shall be responsible for all costs associated with the individual well to the Denver aquifer for the water supply to their respective lot, including the costs of obtaining a well permit for their lot. All such Denver aquifer wells shall be constructed and operated in compliance with the Augmentation Plan, the well permit obtained from the Colorado Division of Water Resources, and the applicable rules and regulations of the Colorado Division of Water Resources. The costs of the construction, operation, maintenance, and repair of such individual well and delivery of water therefrom to the residence located on such lot shall be at each Owner's respective expense. Each Owner shall comply with any and all requirements of the Division of Water Resources to log their well and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide the diversion information necessary for the accounting and administration of the Augmentation Plan. It is acknowledged that well permits, and individual wells, may be in place on some of the lots at the time of sale and by these Declarations no warranty as to the suitability or utility of such permits or structures is made nor shall be implied.

The Owners shall be responsible for obtaining any well permits, rights, and authorities necessary for the construction of wells to the nontributary Laramie Fox Hills aquifer for the replacement of any post pumping depletions required under the Augmentation Plan. The Owners shall comply with any and all requirements of the Division of Water Resources to log such wells and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide all necessary accounting.

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

G. Amendments: Notwithstanding any provisions herein to the contrary, no changes, amendments, alterations, or deletions to these Covenants may be made which would

