

STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY
Department of Natural Resources

1313 Sherman St., Room 215
Denver, Colorado 80203
Phone: (303) 866-3567
FAX: (303) 832-8106



CONSTRUCTION MATERIALS REGULAR (112) OPERATION RECLAMATION PERMIT APPLICATION FORM

CHECK ONE: ☐ There is a File Number Already Assigned to this Operation

Permit # M - - - - - (Please reference the file number currently assigned to this operation)

☐ New Application (Rule 1.4.5)

☐ Conversion Application (Rule 1.11)

☒ Amendment Application (Rule 1.10)

Permit # M - -1991-133- (provide for Amendments and Conversions of existing permits)

The application for a Construction Materials Regular 112 Operation Reclamation Permit contains three major parts: (1) the application form; (2) Exhibits A-S, Addendum 1, any sections of Exhibit 6.5 (Geotechnical Stability Exhibit; and (3) the application fee. When you submit your application, be sure to include one (1) complete signed and notarized ORIGINAL and one (1) copy of the completed application form, two (2) copies of Exhibits A-S, Addendum 1, appropriate sections of 6.5 (Geotechnical Stability Exhibit, and a check for the application fee described under Section (4) below. Exhibits should **NOT** be bound or in a 3-ring binder; maps should be folded to 8 1/2" X 11" or 8 1/2" X 14" size. To expedite processing, please provide the information in the format and order described in this form.

GENERAL OPERATION INFORMATION

Type or print clearly, in the space provided, ALL information requested below.

1. Applicant/operator or company name (name to be used on permit): Robins Construction Real Estate

1.1 Type of organization (corporation, partnership, etc.):

LLC

LLC

2. Operation name (pit, mine or site name):

Robins Consolidated Expansion Pit

3. Permitted acreage (new or existing site):

3.1 Change in acreage (+)

64.2

permitted acres

3.2 Total acreage in Permit area

50

acres

114.2

acres

4. Fees:

4.1 New Application

\$2,696.00

application fee

4.2 New Quarry Application

\$3,342.00

quarry application

4.4 Amendment Fee

\$2,229.00

amendment fee

4.5 Conversion to 112 operation (set by statute)

\$2,696.00

conversion fee

5. Primary commodity(ies) to be mined: Gravel Sand

5.1 Incidental commodity(ies) to be mined: 1. 50,000 lbs/Tons/vr

2. lbs/Tons/vr

3. lbs/Tons/vr

4. lbs/Tons/vr

5. lbs/Tons/vr

5.2 Anticipated end use of primary commodity(ies) to be mined: Road Construction Concrete, Asphalt Pipeline

5.3 Anticipated end use of incidental commodity(ies) to be mined Consruction



Summit Engineering
719-589-6147

Job Number: 240328CE

6. **Name of owner of subsurface rights of affected land:** Robins Construction Real Estate LLC
If 2 or more owners, "refer to Exhibit O".

7. **Name of owner of surface of affected land:** Randell and Lou Ann Robins

8. **Type of mining operation:** ☒ Surface ☐ Underground

9. **Location Information:** The center of the area where the majority of mining will occur:

COUNTY: Conejos

PRINCIPAL MERIDIAN (check one): ☐ 6th (Colorado) ☒ 10th (New Mexico) ☐ Ute

SECTION (write number):

TOWNSHIP (write number and check direction): T 33 ☒ North ☐ South

RANGE (write number and check direction): R 9 ☒ East ☐ West

QUARTER SECTION (check one): ☐ NE ☒ NW ☐ SE ☐ SW

QUARTER/QUARTER SECTION (check one): ☐ NE ☒ NW ☐ SE ☐ SW

GENERAL DESCRIPTION: (the number of miles and direction from the nearest town and the approximate elevation):
1 Mile South West of Antonito 7,910 Elevation

10. **Primary Mine Entrance Location** (report in either Latitude/Longitude OR UTM):

Latitude/Longitude:

Example: (N) 39° 44' 12.98"
(W) 104° 59' 3.87"

Latitude (N): deg 37 min 03 sec 52.21 (2 decimal places)
Longitude (W): deg 106 min 01 sec 10.41 (2 decimal places)

OR

Example: (N) 39.73691°
(W) -104.98449°

Latitude (N) _____ (5 decimal places)

Longitude (W) _____ (5 decimal places)

OR

Universal Transverse Mercator (UTM)

Example: 201336.3 E NAD27 Zone 13
4398351.2 N

UTM Datum (specify NAD27, NAD83 or WGS 84) Nad 83 Zone 13

Easting _____

Northing _____



11. **Correspondence Information:**

APPLICANT/OPERATOR (name, address, and phone of name to be used on permit)

Contact's Name: Randy Robins Title: Managing Partner
Company Name: Robins Construction Real Estate LLC
Street/P.O. Box: 38767 State HWY 17 P.O. Box: 212
City: Antonito
State: CO Zip Code: 81120
Telephone Number: (719) - 376-2351
Fax Number: (719) - 376-2231

PERMITTING CONTACT (if different from applicant/operator above)

Contact's Name: Scott Johnson Title: President
Company Name: Summit Engineering Co.
Street/P.O. Box: 1317 State Ave P.O. Box: 1897
City: Alamosa
State: CO Zip Code: 81101
Telephone Number: (719) - 589-6147
Fax Number: (719) - 589-6633

INSPECTION CONTACT

Contact's Name: Randy Robins Title: Managing Partner
Company Name: Robins Construction Real Estate LLC
Street/P.O. Box: 38767 State HWY 17 P.O. Box: 212
City: Antonito
State: CO Zip Code: 81120
Telephone Number: (719) - 376-2351
Fax Number: (719) - 376-2231

CC: STATE OR FEDERAL LANDOWNER (if any)

Agency: _____
Street: _____
City: _____
State: _____ Zip Code: _____
Telephone Number: _____

CC: STATE OR FEDERAL LANDOWNER (if any)

Agency: _____
Street: _____
City: _____
State: _____ Zip Code: _____
Telephone Number: _____



12. **Primary future (Post-mining) land use (check one):**

- | | | |
|--|--|--|
| <input type="checkbox"/> Cropland(CR) | <input type="checkbox"/> Pastureland(PL) | <input type="checkbox"/> General Agriculture(GA) |
| <input checked="" type="checkbox"/> Rangeland(RL) | <input type="checkbox"/> Forestry(FR) | <input type="checkbox"/> Wildlife Habitat(WL) |
| <input type="checkbox"/> Residential(RS) | <input type="checkbox"/> Recreation(RC) | <input type="checkbox"/> Industrial/Commercial(IC) |
| <input type="checkbox"/> Developed Water Resources(WR) | | <input type="checkbox"/> Solid Waste Disposal(WD) |

13. **Primary present land use (check one):**

- | | | |
|--|--|---|
| <input type="checkbox"/> Cropland(CR) | <input type="checkbox"/> Pastureland(PL) | <input type="checkbox"/> General Agriculture(GA) |
| <input type="checkbox"/> Rangeland(RL) | <input type="checkbox"/> Forestry(FR) | <input type="checkbox"/> Wildlife Habitat(WL) |
| <input type="checkbox"/> Residential(RS) | <input type="checkbox"/> Recreation(RC) | <input checked="" type="checkbox"/> Industrial/Commercial(IC) |
| <input type="checkbox"/> Developed Water Resources(WR) | | |

14. **Method of Mining:** Briefly explain mining method (e.g. truck/shovel):

Bull Dozer and Wheel Loader, Excavation

15. **On Site Processing:**

☒ Crushing/Screening

15.1 Briefly explain mining method (e.g. truck/shovel):

Bull Dozer and Wheel Loader, Excavation

List any designated chemicals or acid-producing materials to be used or stored within permit area:

Concrete Admixtures

16. **Description of Amendment or Conversion:**

If you are amending or converting an existing operation, provide a brief narrative describing the proposed change(s).

The Amendment is Primarily to increase the Operation to 114.2 Acres, and to change the Name of the Operation to " Robins Consolidated Expansion Pit"



Maps and Exhibits:

Two (2) complete, unbound application packages must be submitted. One complete application package consists of a signed application form and the set of maps and exhibits referenced below as Exhibits A-S, Addendum 1, and the Geotechnical Stability Exhibit. Each exhibit within the application must be presented as a separate section. Begin each exhibit on a new page. Pages should be numbered consecutively for ease of reference. If separate documents are used as appendices, please reference these by name in the exhibit.

With each of the two (2) signed application forms, you must submit a corresponding set of the maps and exhibits as described in the following references to Rule 6.4, 6.5, and 1.6.2(1)(b):

EXHIBIT A	Legal Description
EXHIBIT B	Index Map
EXHIBIT C	Pre-Mining and Mining Plan Map(s) of Affected Lands
EXHIBIT D	Mining Plan
EXHIBIT E	Reclamation Plan
EXHIBIT F	Reclamation Plan Map
EXHIBIT G	Water Information
EXHIBIT H	Wildlife Information
EXHIBIT I	Soils Information
EXHIBIT J	Vegetation Information
EXHIBIT K	Climate Information
EXHIBIT L	Reclamation Costs
EXHIBIT M	Other Permits and Licenses
EXHIBIT N	Source of Legal Right-To-Enter
EXHIBIT O	Owners of Record of Affected Land (Surface Area) and Owners of Substance to be Mined
EXHIBIT P	Municipalities Within Two Miles
EXHIBIT Q	Proof of Mailing of Notices to County Commissioners and Conservation District
EXHIBIT R	Proof of Filing with County Clerk or Recorder
EXHIBIT S	Permanent Man-Made Structures
Rule 1.6.2(1)(b)	ADDENDUM 1 - Notice Requirements (sample enclosed)
Rule 6.5	Geotechnical Stability Exhibit (any required sections)

The instructions for preparing Exhibits A-S, Addendum 1, and Geotechnical Stability Exhibit are specified under Rule 6.4 and 6.5 and Rule 1.6.2(1)(b) of the Rules and Regulations. If you have any questions on preparing the Exhibits or content of the information required, or would like to schedule a pre-application meeting you may contact the Office at 303-866-3567.

Responsibilities as a Permittee:

Upon application approval and permit issuance, this application becomes a legally binding document. Therefore, there are a number of important requirements which you, as a permittee, should fully understand. These requirements are listed below. Please read and initial each requirement, in the space provided, to acknowledge that you understand your obligations. If you do not understand these obligations then please contact this Office for a full explanation.

1. Your obligation to reclaim the site is not limited to the amount of the financial warranty. You assume legal liability for all reasonable expenses which the Board or the Office may incur to reclaim the affected lands associated with your mining operation in the event your permit is revoked and financial warranty is forfeited;



2. The Board may suspend or revoke this permit, or assess a civil penalty, upon a finding that the permittee violated the terms or conditions of this permit, the Act, the Mineral Rules and Regulations, or that information contained in the application or your permit misrepresent important material facts;
3. If your mining and reclamation operations affect areas beyond the boundaries of an approved permit boundary, substantial civil penalties, to you as permittee can result;
4. Any modification to the approved mining and reclamation plan from those described in your approved application requires you to submit a permit modification and obtain approval from the Board or Office;
5. It is your responsibility to notify the Office of any changes in your address or phone number;
6. Upon permit issuance and prior to beginning on-site mining activity, you must post a sign at the entrance of the mine site, which shall be clearly visible from the access road, with the following information (Rule 3.1.12):
 - a. the name of the operator;
 - b. a statement that a reclamation permit for the operation has been issued by the Colorado Mined Land Reclamation Board; and,
 - c. the permit number.
7. The boundaries of the permit boundary area must be marked by monuments or other markers that are clearly visible and adequate to delineate such boundaries prior to site disturbance.
8. It is a provision of this permit that the operations will be conducted in accordance with the terms and conditions listed in your application, as well as with the provisions of the Act and the Construction Material Rules and Regulations in effect at the time the permit is issued.
9. Annually, on the anniversary date of permit issuance, you must submit an annual fee as specified by Statute, and an annual report which includes a map describing the acreage affected and the acreage reclaimed to date (if there are changes from the previous year), any monitoring required by the Reclamation Plan to be submitted annually on the anniversary date of the permit approval. Annual fees are for the previous year a permit is held. For example, a permit with the anniversary date of July 1, 1995, the annual fee is for the period of July 1, 1994 through June 30, 1995. Failure to submit your annual fee and report by the permit anniversary date may result in a civil penalty, revocation of your permit, and forfeiture of your financial warranty. It is your responsibility, as the permittee, to continue to pay your annual fee to the Office until the Board releases you from your total reclamation responsibility.
10. For joint venture/partnership operators: the signing representative is authorized to sign this document and a power of attorney (provided by the partner(s)) authorizing the signature of the representative is attached to this application.



Certification:

As an authorized representative of the applicant, I hereby certify that the operation described has met the minimum requirements of the following terms and conditions:

1. To the best of my knowledge, all significant, valuable and permanent man-made structure(s) in existence at the time this application is filed, and located within 200 feet of the proposed affected area have been identified in this application (Section 34-32.5-115(4)(e), C.R.S.).
2. No mining operation will be located on lands where such operations are prohibited by law (Section 34-32.5-115(4)(f), C.R.S.);
3. As the applicant/operator, I do not have any extraction/exploration operations in the State of Colorado currently in violation of the provisions of the Colorado Land Reclamation Act for the Extraction of Construction Materials (Section 34-32.5-120, C.R.S.) as determined through a Board finding.
4. I understand that statements in the application are being made under penalty of perjury and that false statements made herein are punishable as a Class 1 misdemeanor pursuant to Section 18-8-503, C.R.S.

This form has been approved by the Mined Land Reclamation Board pursuant to section 34-32.5-112, C.R.S., of the Colorado Land Reclamation Act for the Extraction of Construction Materials. Any alteration or modification of this form shall result in voiding any permit issued on the altered or modified form and subject the operator to cease and desist orders and civil penalties for operating without a permit pursuant to section 34-32.5-123, C.R.S.

Signed and dated this _____ day of _____

Applicant/Operator or Company Name

If Corporation Attest (Seal)

Signed _____

Signed: _____

Corporate Secretary or Equivalent

Title: _____

Town/City/County Clerk

State of _____) ss.

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ as _____ of _____

Notary Public

My Commission expires: _____

SIGNATURES MUST BE IN BLUE INK


 You must post sufficient Notices at the location of the proposed mining site to clearly identify the site as the location of a
Summit Engineering
719-589-6147
Alamosa, CO
Job Number: 24032802

EXHIBIT A
Legal Description



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

ROBINS PIT EXPANSION

A 114 Acre Tract of land situated in the NE ¼ Section 31 and the NW ¼ Section 32, T.33 N., R.9 E., N.M.P.M., Conejos County Colorado, and more particularly described as follows;

Beginning at the Northwest Corner of said Section 32, a 3/4" diameter aluminum tablet stamped "Summit PLS 14840" and affixed to a 3/4" diameter steel bar 30" in length set firmly in the ground in an existing 4 strand barbed wire fence as shown on the plat of the Quinlan-Robins Division of land at reception number 12000046 filed in the office of the Conejos County Clerk and Recorder;

Thence N 89°43'36" E along the North line of said Section 32 a distance of 931.63 feet to an angle point;

Thence S 34°11'54" E a distance of 363.29 feet to an angle point;

Thence N 89°48'00" E a distance of 538.31 feet to an angle point;

Thence S 32°54'51" W a distance of 1,432.66 feet to an angle point;

Thence S 89°48'00" W a distance of 1044.00 feet to a point on an existing 4 strand barbed wire fence, said fence being co-linear with an existing 1 phase overhead electrical power line;

Thence S 53°14'16" W a distance of 247.56 feet to an angle point;

Thence S03°57'31" W a distance of 921.56 feet to a point;

Thence S 89°39'24" W a distance of 913.46 feet to a point on the East line of Tract 2 of said Quinlan-Robins Division of Land Plat, and from whence the Center-East 1/16th corner, a 3/4" diameter aluminum tablet stamped "Davis PLS 36003" and affixed to a 3/4" diameter steel bar 30" in length set firmly in the ground bears S 00°06'53" E a distance of 100.00 feet;

Thence S 00°06'53" E a distance of 100.00' to the said center E 1/16

Thence S 89°39'13" W along the E-W center line of said section 31 a distance of 1320.54' to the center 1/4 Corner of said section 31 also being a point on the center line of Conejos county RD E.5 and the West right of way line of Conejos county RD 12.5.

Thence N 00°11'18" E along the said west right of way line of Conejos county RD 12.5 a distance of 1103.85' to an angle point on Said Conejos County RD 12.5

Thence N 53°11'33" E along the south easterly right of way line of said Conejos County RD 12.5 a distance of 1617.71' to the NW Corner of Tract 2 OF THE Quinlan\Robins Division of land as shown on that plat recorded in the office of the Conejos County Clerk at reception number 12000046.

Thence N 00°06'53" E a distance of 1074.18'

Thence N 89°54'52" E a distance of 895.21'

Thence N 53°14'16" E a distance of 357.72 feet to and angle point, and a point on the said existing 4-strand, barbed wire fence being co-linear with the said 1-phase overhead electrical power line;

Thence N 03°57'31" E along said existing 4-strand, barbed wire fence and 1-phase overhead electrical power line a distance of 1,438.05 feet to a point on the North line of said Section 31;

Thence N 89°55'31" E along the North line of said Section 31 a distance of 44.74 feet to the Point of Beginning and containing 114.321 Acres, more or less.

Said Tract subject to a 30' wide access easement more particularly described as follows;

ACCESS EASEMENT DESCRIPTION

Beginning at the Northeast corner of a strip of land 30 feet in width, a point on the north line of said Section 31, from whence the NE Corner of said Section 31, T.33N., R.9E., N.M.P.M. bears N 89° 55'31" E a distance of 14.67 feet;

Thence S 03° 57'01" W along a line east of, and parallel to, said existing 4-strand, barbed wire fence co-linear with a 1-phase overhead electrical power line a distance of 1,503.95 feet to the southeast terminus of said 30 foot wide access easement;

Thence S 89° 48'00" W along the southerly terminus of said 30 foot wide access easement a distance of 30.09 feet to the southwest corner of said easement;

Thence N 03° 57'01" E along the westerly line of said easement, being co-linear with the said 4-strand, barbed wire fence and 1-phase overhead electrical power line a distance of 1,504.01 feet to the northwest corner of said easement of said easement and a point on the north line of said Section 31;

Thence N 89° 55'31" E along the said North line of Section 31 a distance of 30.07 feet to the Point of Beginning.

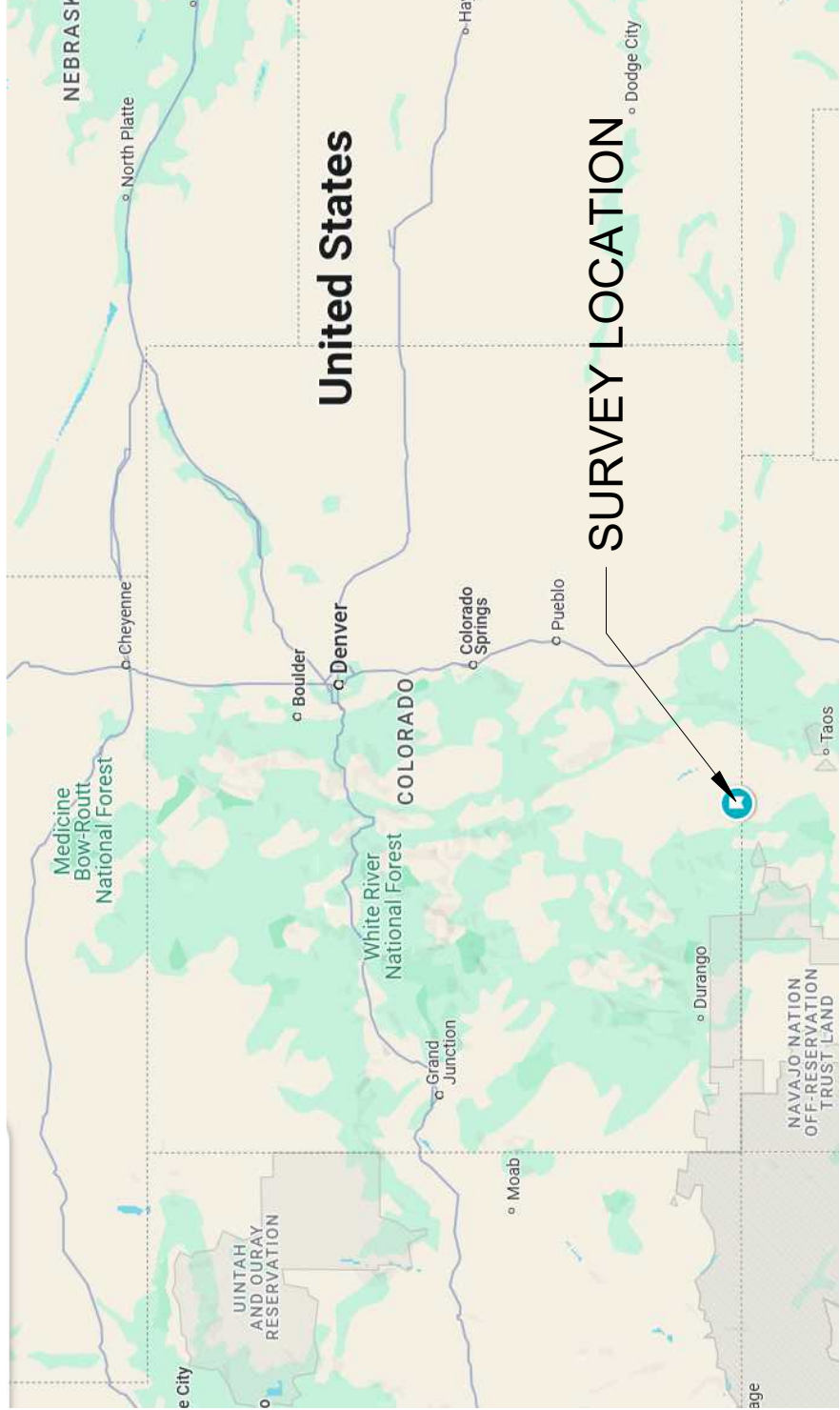
EXHIBIT B

Index Map



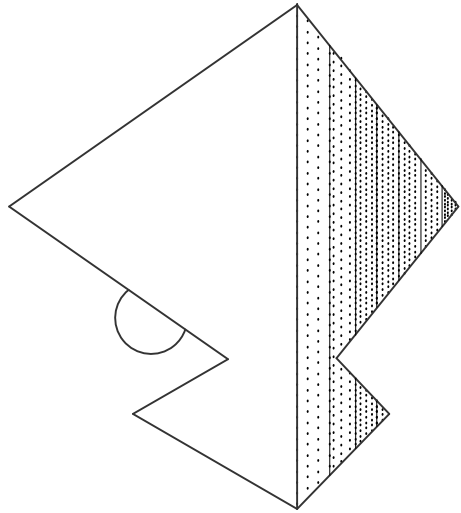
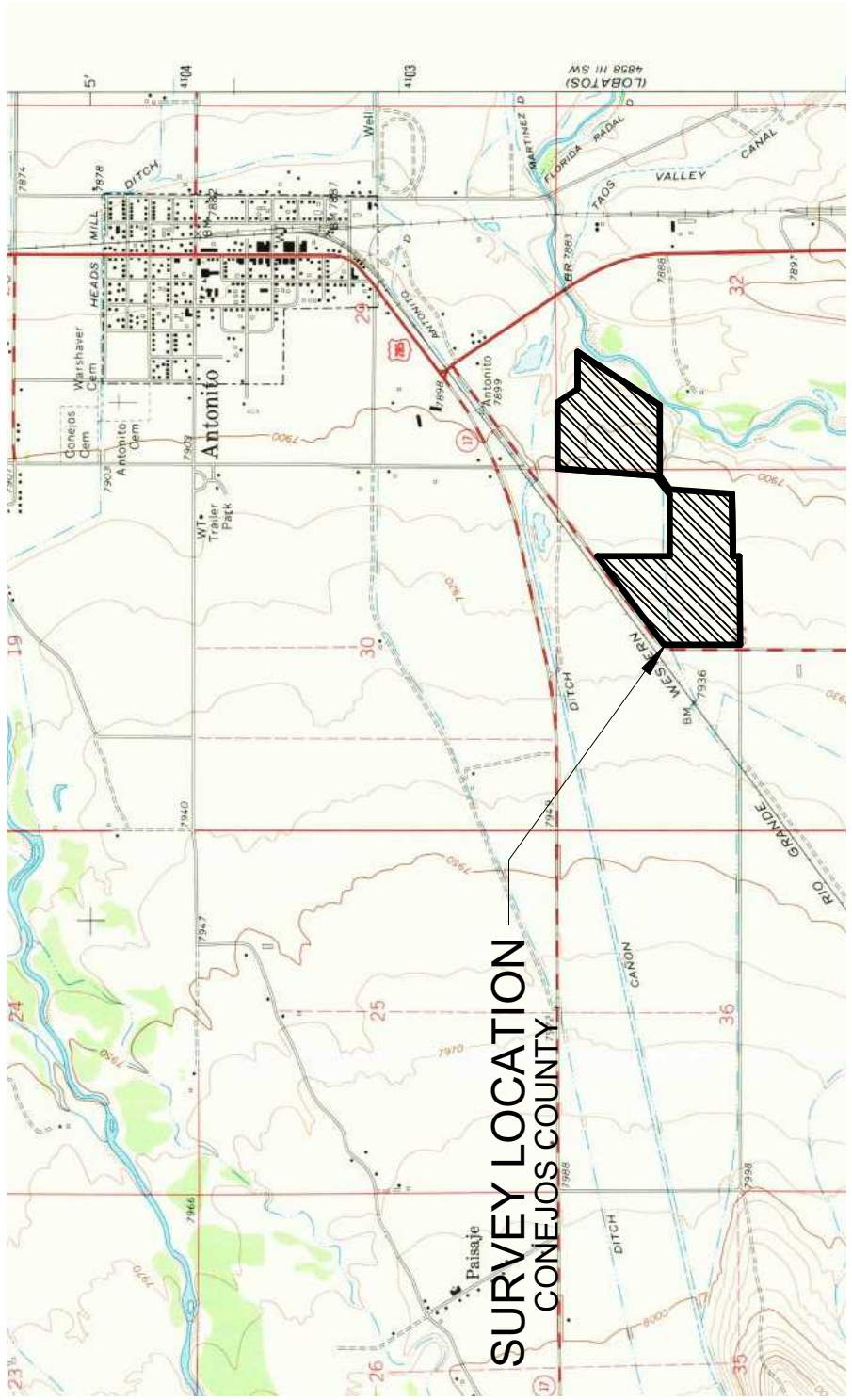
Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE



ROBINS CONSOLIDATED PIT BOUNDARY MAP

LOCATED IN A PORTION OF THE
NE1/4 SECTION 31, T.33N, R.9E., N.M.P.M.
AND A PORTION OF THE
NW1/4 SECTION 32, T.33N, R.9E., N.M.P.M.
CONEJOS COUNTY, COLORADO



**SUMMIT ENGINEERING
COMPANY**
ENGINEERS & LAND SURVEYORS
Located At:
1317 State Ave., Alamosa, CO 81101
P: 719-589-6147 F: 719-589-6633
P.O. Box 1897 Alamosa, CO 81101
Online: www.summitengineering.co
summitengco@gmail.com

CONSULTANTS

STAMP & SIGNATURE



PROJECT

ROBINS CONSOLIDATED PIT BOUNDARY
MAP

5101 State Hwy. 285 Antonito, CO
81120 Conejos County Colorado

OWNER

Robins Construction LLC

SUBMITTALS	
No.	Date
1	Description
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DRAWING INFORMATION	
Job Number:	240315
Print Draft Number:	1
Drawn By:	CAC
Checked By:	SEJ
Drawing Date:	01/31/2025

SHEET TITLE

Pre-Mining & Mining Plan
Maps

EXHIBIT B INDEX MAP

Sheet Number: 1 of 1



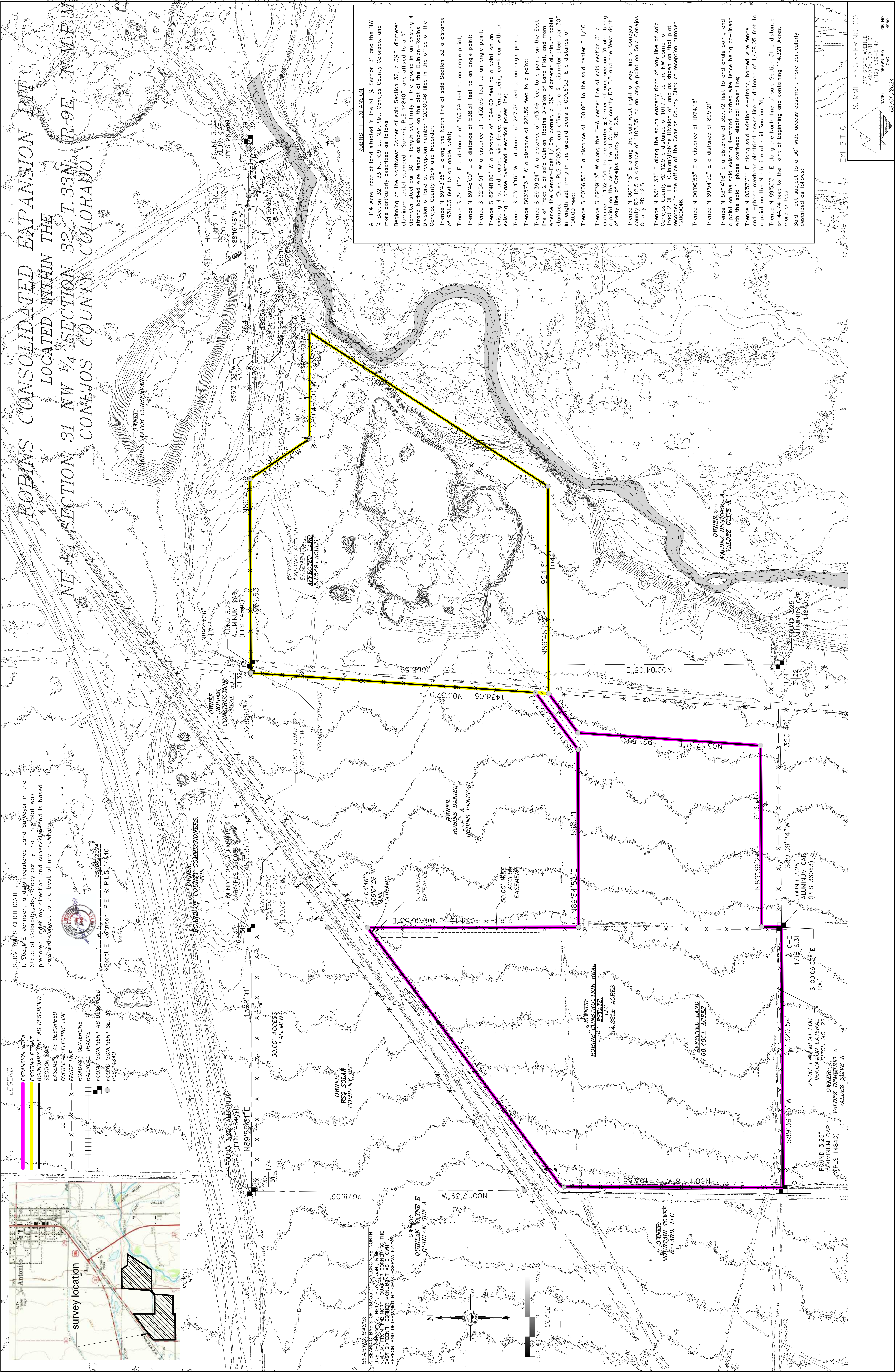
EXHIBIT C

Pre-Mining and Mining Plan Maps



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE



ROBINS PIT EXPANSION

A 114 Acre Tract of land situated in the NE 1/4 Section 31 and the NW 1/4 Section 32, T.33 N., R.9 E., N.M.P.M., Conejos County Colorado, and more particularly described as follows:

Beginning at the Northwest Corner of said Section 32, a 3/4" diameter aluminum tablet signed "Summit Pls 4840" and affixed to a 1" diameter steel bar 30' in length set firm in the ground bears S 89°43'36" E a distance of 1432.05 feet to a point on the line of said Quinlan-Robins Division of land at reception number 12000046 filed in the office of the Conejos County Clerk and Recorder;

Thence N 89°43'36" E along the North line of said Section 32 a distance of 931.63 feet to an angle point;

Thence S 34°11'54" E a distance of 363.29 feet to an angle point;

Thence N 89°48'00" E a distance of 538.31 feet to an angle point;

Thence S 32°54'51" W a distance of 1,432.66 feet to an angle point;

Thence S 89°48'00" W a distance of 1044.66 feet to a point on an existing 4 strand barbed wire fence, said fence being co-linear with an existing 1 phase overhead electrical power line;

Thence S 53°14'16" W a distance of 247.56 feet to an angle point;

Thence S03°57'31" W a distance of 921.56 feet to a point;

Thence S 89°39'24" W a distance of 913.46 feet to a point on the East line of Tract 2 of said Quinlan-Robins Division of Land Plat, and from whence the Center-East 1/16th corner, a 3/4" diameter aluminum tablet stamped "Davis PLS 36003" and affixed to a 3" diameter steel bar 30" in length set firmly in the ground bears S 00°06'53" E a distance of 100.00 feet;

Thence S 00°06'53" E a distance of 100.00' to the said center E 1/16

Thence S 89°39'13" W along the E-W center line of said section 31 a distance of 1320.54' to the center of said section 31, a point being a point on the center line of Conejos county RD E5 and the West right of way line of Conejos county RD 12.5.

Thence N 00°11'18" E along the said west right of way line of Conejos county RD 12.5 a distance of 1103.85' to an angle point on Said Conejos County RD 12.5

Thence N 53°11'33" E along the south easterly right of way line of said Conejos County RD 12.5 a distance of 1617.71' to the NW Corner of Tract 2 OF THE Quinlan/Robins Division of land as shown on that plat recorded in the office of the Conejos County Clerk at reception number 12000046.

Thence N 00°06'53" E a distance of 1074.18'

Thence N 89°54'52" E a distance of 895.21'

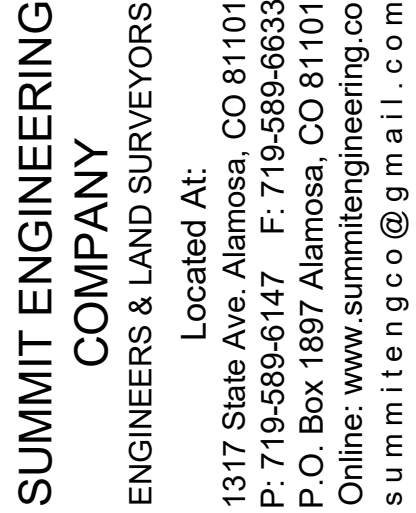
Thence N 53°14'16" E a distance of 357.72 feet to and angle point, and a point on the said existing 4-strand, barbed wire fence being co-linear with the said 1-phase overhead electrical power line;

Thence N 03°57'31" E along said existing 4-strand, barbed wire fence to and 1-phase overhead electrical power line a distance of 1,435.05 feet to a point on the North line of said Section 31;

Thence N 89°55'31" E along the North line of said Section 31 a distance of 44.74 feet to the Point of Beginning and containing 114.321 Acres, more or less.

Said Tract subject to a 30' wide access easement more particularly described as follows;

LOCATED IN A PORTION OF THE
NE1/4 SECTION 31, T.33N, R.9E, N.M.P.M.
AND A PORTION OF THE
NW1/4 SECTION 32, T.33N, R.9E, N.M.P.M.
CONEJOS COUNTY, COLORADO



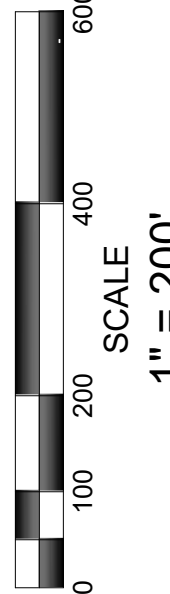
STAMP & SIGNATURE

5101 State Hwy. 285 Antonito, CO
81120 Conejos County Colorado

SUBMITTALS	
No. Date	Description
1	
2	
3	
4	
5	
6	
7	
8	

SHEET TITLE
Pre-Mining & Mining Plan
Maps

Sheet Number: 1 of 1



BEARING BASIS
AN ASSUMED BEARING OF N89°43'36"E ALONG THE
NORTH LINE OF SECTION 32, T.33N., R.9E., N.M.P.M.
DETERMINED BY GPS OBSERVATION

LEGEND
(NOT ALL MAY BE USED)

_____ ROBINS CONSOLIDATED PIT BOUNDARY
 _____ SECTION LINE
 _____ EASEMENT AS DESCRIBED
 _____ ADJACENT PROPERTY LINE
 _____ FENCE LINE
 _____ X _____ X _____ X _____
 _____ GAS _____ GAS _____ EXISTING PIT BOUNDARY
 _____ EXISTING UNDERGROUND GAS LINE
 _____ RAILROAD TRACKS
 _____ EDGE OF APPARENT FLOOD PLAIN
 _____ OVERHEAD ELECTRIC LINE
 _____ OHE _____
 _____ #6 REBAR WITH 1.5" ALUM. CAP
 _____ MARKED "SUMMIT 14940"
 _____ FOUND MONUMENT AS DESCRIBED
 _____ HEREON

EXHIBIT D
Mining Plan



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

Mining will begin in the Phase I area as shown on the accompanying Mining Plan Map (refer to Exhibit C Map Preliminary Mining & Mining Plan Map).

First, topsoil will be removed to its' full depth (12" or less) and stockpiled on the south and east perimeter of the area to be mined. This stockpile will be in the shape of a berm approximately 4 feet in height and 15 feet wide at the base. The berm will be seeded with a grass mixture approved by the Soil Conservation Service and mulched with straw. Seeding and mulching will be done mechanically with a broadcaster attached to a 4 wheel UTV.

After the soil stockpile is finished, mining will begin in the northeast corner of the Phase I area at the rate of 6.8 acres per Phase and proceed westerly and northerly. The pit will be excavated with bulldozers and the material will be fed to a portable crusher and screen plant for processing by rubber tired bucket loaders. Side slopes will not exceed 3:1 slopes and there will be no highwalls. The pit will be excavated to a depth of approximately 40 feet or 7880 feet above mean sea level. In no case will mining occur at or below the groundwater surface.

After the material is processed into various products ranging from road sand to $\frac{3}{4}$ " minus gravel, to 3" minus road base, it will be transported to either a concrete batch plant or asphalt hot plant located as shown on the accompanying Mining Plan map.

Some of the material will be hauled directly off the pit to the County Road for transportation to the intended customer.

Each phase of this pit is expected to last about 2 years, with Mining commencing in 2025 and ending in 2035. After mining is completed in each phase, the accompanying reclamation plan will be implemented, phase by phase.

Mining Plan Time Table

Phase #	Time Span	Acres	Reclamation Year
Phase I	2025	6.8	2026
Phase II	2026	6.8	2027
Phase III	2027	6.8	2028
Phase IV	2028	6.8	2029
Phase V	2029	6.8	2030
Phase VI	2030	6.8	2031
Phase VII	2031	6.8	2032
Phase VIII	2032	6.8	2033
Phase IX	2033	6.8	2034
Phase X	2034	6.8	2035



EXHIBIT E
Reclamation Plan



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

Potential Seed Mix Robins Consolidated Expansion Pit	
Botanical Name	Common Name
Graminoids	
<i>Andropogon hallii</i>	Sand bluestem
<i>Bouteloua curtipendula</i>	Sideoats grama
<i>Sporobolus cryptandrus</i>	Sand dropseed
<i>Bouteloua gracilis</i>	Blue grama
<i>Oryzopsis hymenoides</i>	Indian ricegrass
<i>Schizachyrium scoparium</i>	Little bluestem
<i>Avena sativa</i>	Oats
Forbs	
<i>Dalea purpurea</i>	Purple prairie clover
<i>Chrysothamnus viscidiflorus</i>	Low Rabbitbrush
<i>Ratibida columnifera</i>	Upright prairie coneflower

Topsoil test

S1 pH, Soluble Salts (EC), Organic Matter (OM), Lime, Cation Exchange Capacity (CEC), % Base Saturation, Nitrate-N (NO₃), Phosphorous (P), Potassium (K), Calcium (Ca), Magnesium (Mg), Sodium (Na), Sulfate-Sulfur (SO₄-S), Zinc (Zn), Iron (Fe), Manganese (Mn), and Copper (Cu)

27 acres of disturbance



Grass Seeding Planned and Applied

Colorado
Aug 2011

Grass Seeding: PART I - Planned

Planner:	Tmiller	Date:	10-Jan-14
Producer:	Robbins		
Primary soil type:	Contract/Agreement #:	Item Num:	
Seeding Operation:	Acres to be seeded:	6	Program:
	Seedbed Prep:	Limited less than 3 tillage operations	Rate:
	Planting Dates:	July 1 to Aug 1	Drill Type:
	Planting Depth (in.):	1/4" to 3/4"	Drill Spacing (in.):
Fertilizer:	Pounds per acre recommended	Attach completed Nutrient Management (590) Job Sheet	
	N P ₂ O ₅ K ₂ O		
Weed Control:	Dates:	(may require completion of Pesticide Mitigation Worksheet / IPM 595 Job Sheet)	
	Description:	mechanical	
Cover / Mulch:	Amount:	< 1000	
	Description:	baled mulch	
	Application Method:		

Seed Recommendations:

Species I = Introduced, N = Native	Variety/Sci. Name (table 6: PMTN 59)	PLS/Ac to use (100%)	% in mix	Rate (PLS lb/ac)	Acres to be seeded	Total PLS
Blue grama	N	0	3.0	25	0.75	5.0
Western wheatgrass	N	0	16.0	20	3.20	6.0
Slender wheatgrass	N	0	11.0	20	2.20	6.0
Russian wildrye	I	0	10.0	20	2.00	6.0
Alkali sacaton	N	0	1.5	15	0.23	6.0

Totals

41.5 100.0 8.4 6.0 50.3

NOTES:

Notes: Use adapted improved varieties and cultivars in the following order of preference, when available:

1. certified name varieties, 2. named varieties, 3. common seed

PLS = Pure Live Seed

When bare-root stock shrubs are planned:

1. Document planting on Job Sheet 512, Tree and Shrub Establishment.
2. Insert 0 in "% in Mix" column for calculations to function.

Certified Planner:

Date:

1-10-14

- a) Top soil will be removed to a depth of 6 to 12 inches and placed on the north side of the area to be excavated, in a berm running the length of the pit and approximately 4 feet tall.
- b) The excavation will not be greater than 3:1 slopes, nor will the berm have greater than 3:1 slopes.
- c) When the excavation has been completed, top soil will be replaced to a depth of at least 6 inches and revegetated according to NRCS recommendations herewith.
 - i. The site will be seeded immediately after mining has been completed, but in such a way that germinated seed will have time to grow prior to freezing weather. The seed bed will be disced and harrowed to eliminate compacted conditions.
 - ii. The seed mixture will be specified by the NRCS and is expected to be readily available in quantity from Arkansas Valley Seed Company as typical reclamation mix for the dry areas of the San Luis Valley. A mixture is enclosed with Exhibit D
 - iii. The seed mixture will be broadcast with a utility vehicle towing a PTO (power take-off) driven broadcaster.
 - iv. The mulch-seed mixture will be crimped into the soil with grousers on the tracks of a small dozer.
 - v. We expect to establish small trees as recommended by the NRCS, probably the type used for windbreaks that will be planted with gel bags during the early spring months or early fall. Since water will be available, a drip irrigation system will be established. Probably not more than 20 trees per acre will be planted on the berm area. If this creates a shortfall of topsoil for reestablishment of soil on the pit slopes, crusher fines will be used to attain depth sufficient for establishment of grasses and forbs.
 - vi. No ponds will be excavated for this operation.



Reclamation Plan for Robins Consolidated Expansion Pit

Antonito, Colorado

Exhibit E Reclamation Plan

Introduction

The Robins Consolidated Expansion Pit, located in Antonito, Colorado, is subject to reclamation requirements as stipulated by the Colorado Division of Reclamation, Mining, and Safety (DRMS) under the Department of Natural Resources. This reclamation plan outlines the necessary steps to ensure the pit's closure complies with all applicable regulations and promotes environmental sustainability.

Objectives

The primary objectives of the reclamation plan are:

- To restore the land to a condition suitable for its designated post-mining use.
- To stabilize the site and prevent erosion, ensuring long-term ecological integrity.
- To promote the re-establishment of vegetation and wildlife habitats.
- To protect water quality and manage stormwater runoff effectively.

Site Description

The Robins Consolidated Expansion Pit is a gravel mining site situated in Antonito, Colorado. The site covers an area of approximately 68 acres, with varying topography and soil composition. The existing pit cover approx. 46 acres. The surrounding land use includes agricultural fields, natural habitats, and residential areas.

Reclamation Phases

The reclamation process will be executed in several phases, each focusing on specific aspects of site restoration (See Exhibit F). The reclamation plan will coincide with the Stormwater objectives. Final grading and placement of Topsoil along with stabilization measures will be conducted in phases (approx. 6.8 acres at a time).

Pre-Closure Planning

A detailed site assessment to evaluate existing conditions, including soil quality, vegetation cover, and water resources concluded the following: It has been determined existing topsoil will be salvaged and stockpiled adjacent to pit operations. Topsoil depth is 6 inches. It is estimated

that 54,853 cubic yards of topsoil could be salvaged and utilized to cover the disturbance at a 6 inch depth.

The stockpiles will be seeded and mulched upon completion of stockpile and or windrow placement.

Vegetation transect surveys determined existing vegetation cover to be 36% based on a point transect survey conducted in field 1_27_25. Existing vegetation consists of rabbit brush, sand dropseed, blue grama and kochia. The surrounding area consists of similar rangeland vegetation combined with riparian vegetation along the receiving water.



Photo: rangeland cover in Jan 2025 typical of the entire pit expansion area. Shrubs are approximately 12 to 18 inches in ht and dormant primary warm season grass are approximately 6 inches in ht

Earthwork Phasing and Grading

A contour grading plan of the closure grade indicates slope angles, limits of disturbance, drainage and access. Based on field observations and site design, it has been determined that the max slope ratio of pit side slopes will be 3:1. The side slopes of the pit will be topsoiled (stockpiled above cut slopes), seeded and mulched at approximately 6.8 acres/year over a ten year period which at the time of pit closure the floor of the pit will be topsoiled seeded and mulched

Final grading of the pit will maintain a depression with a level bottom(Exhibit C 1 and 2). The estimated height of the high wall is 50 ft. The topography of the area drains towards the Rio San

Antonio River. The total area of disturbance of the expansion pit is 68 acres. See Robins Pit Expansion Pit Mining Reclamation/Plan Map.

Soil Preparation and Amendments

Top Soil test with the following parameters will be used to determine amendments and fertilizers as well as seed species and limiting factors (pH and salinity):

- Soil Test Parameters- pH, Soluble Salts (EC), Organic Matter (OM), Lime, Cation Exchange Capacity (CEC), % Base Saturation, Nitrate-N (NO₃), Phosphorous (P), Potassium (K), Calcium (Ca), Magnesium (Mg), Sodium (Na), Sulfate-Sulfur (SO₄-S), Zinc (Zn), Iron (Fe), Manganese (Mn), and Copper (Cu)

Rates will be adjusted according to soil tests of the stockpile. The soil will be plowed and or tilled prior to placement of topsoil to prevent soil compaction and improve infiltration. The primary soil type is graypoint sandy loam.

Re-Vegetation

- Seed mix (cultivars best available):

Potential Seed Mix Robins Consolidated Expansion Pit		
Botanical Name	Common Name	% of mix
Graminoids		
<i>Andropogon hallii</i>	Sand bluestem	5
<i>Bouteloua curtipendula</i>	Sideoats grama	10
<i>Sporobolus cryptandrus</i>	Sand dropseed	30
<i>Bouteloua gracilis</i>	Blue grama	20
<i>Avena sativa</i>	Oats	5
Forbs		
<i>Dalea purpurea</i>	Purple prairie clover	5
<i>Chrysothamnus viscidiflorus</i>	Low Rabbitbrush	20
<i>Ratibida columnifera</i>	Upright prairie coneflower	5
<i>Total pure live seeds/sf 135</i>		100%

Method of seeding and mulching requirements:

- Drill seeding planting seedlings to a depth of 0.25 to 0.5 inches into topsoil.
- Implementing erosion control measures, such as mulch to protect the newly planted vegetation conducted after each grading phase. It is estimated that 68 acres of seeding and mulching will be required to stabilize the expansion area and 46 acres of seeding and mulching will be required to stabilize the existing pit. Monitoring the growth of

vegetation and conducting maintenance activities, such as watering and weed control, as needed.

EXHIBIT F
Reclamation Plan Map

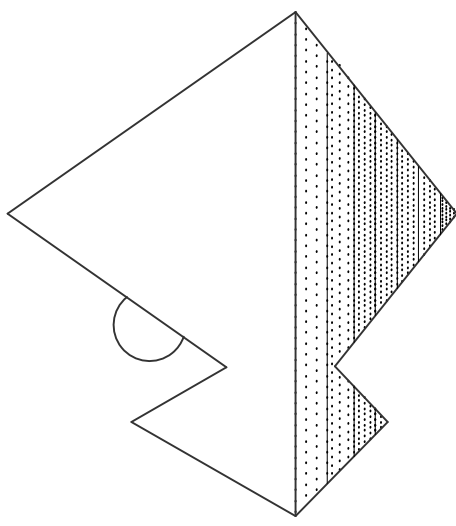


Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

RECLAMATION PLAN MAP

LOCATED IN A PORTION OF THE
NE1/4 SECTION 31, T.33N, R.9E, N.M.P.M.
AND A PORTION OF THE
NW1/4 SECTION 32, T.33N, R.9E, N.M.P.M.
CONEJOS COUNTY, COLORADO

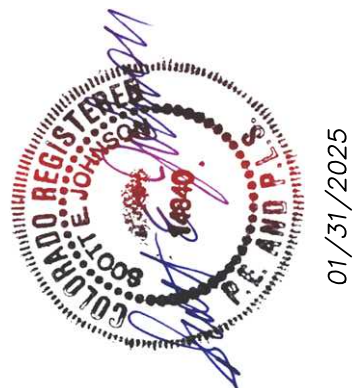


**SUMMIT ENGINEERING
COMPANY**
ENGINEERS & LAND SURVEYORS

Located At:
1317 State Ave. Alamosa, CO 81101
P: 719-589-6147 F: 719-589-6633
P.O. Box 1897 Alamosa, CO 81101
Online: www.summitengineering.co
summitengco@gmail.com

CONSULTANTS

STAMP & SIGNATURE



PROJECT

RECLAMATION
PLAN MAP

5101 State Hwy. 285 Antonito, CO
81120 Conejos County Colorado

OWNER

Robins Construction LLC

SUBMITTALS		Description
No.	Date	
1		
2		
3		
4		
5		
6		
7		

DRAWING INFORMATION

Job Number:	240318
Print Draft Number:	1
Drawn By:	CAC
Checked By:	SEJ
Drawing Date:	01/31/2025

SHEET TITLE

RECLAMATION
PLAN MAP

EXHIBIT F

Sheet Number: 1 of 1

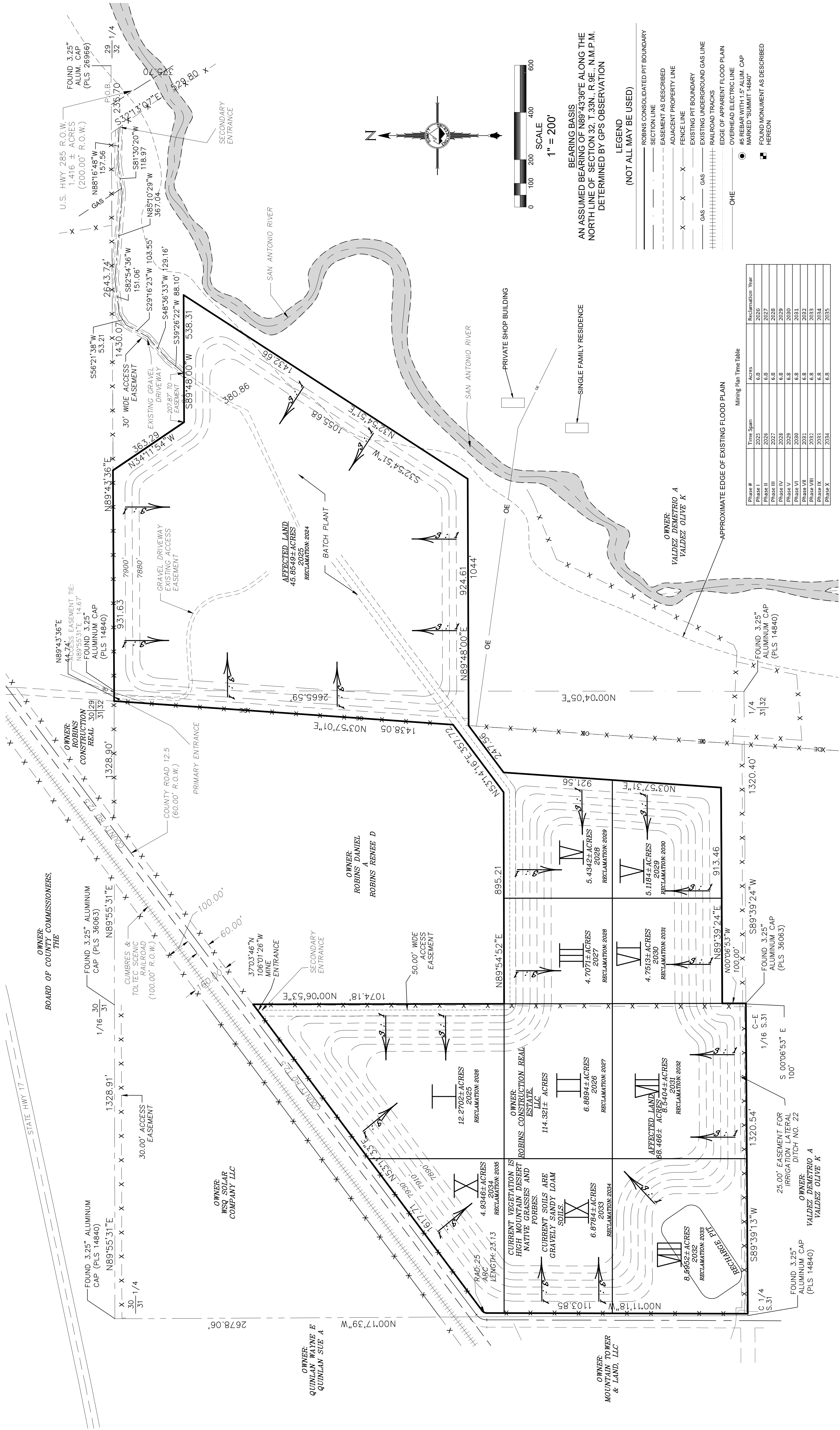


EXHIBIT G
Water Information



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE



**Summit Engineering Co.
Engineers & Land Surveyors**

Mailing Address: P.O. Box 1897 Alamosa, CO 81101

Location: 1317 State Avenue Alamosa, CO 81101

Phone: (719) 589-6147 Fax: (719) 589-6633

Email: summitengco@gmail.com

Brief Statement of Impacts to Surface or Groundwater

The Robins Pit Project will submit all storm water permits prior to construction. A National Pollutant Discharge Elimination System (NPDES) permit will be obtained from the Water Quality Control Division at the Colorado Department of Public Health and Environment (CDPHE).

Refer to Exhibit C for surface water locations. Activities are not expected to affect structures, tributary water courses, wells, springs, stock water ponds and ditches.

There will be no Discharge of StormWater.

Yours Truly,



Scott E. Johnson, PE & PLS 14840



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

John W. Hickenlooper
Governor

Mike King
Executive Director

Dick Wolfe, P.E.
Director/State Engineer

Craig W. Cotten, P.E.
Division Engineer

May 7, 2014

Linda DeHerrera
Land Use Administrator
Conejos County
P.O. Box 197
Conejos, Colorado 81129

Re: Use of Well No. 2, Case No. W-953 – Randall Robins
Well located within the SW¼ Section 29, T33N, R9E, NMPM

Dear Ms. DeHerrera:

I have received your May 5, 2014 e-mail inquiry as to a legal water supply for an asphalt and concrete batch plant operation to be located within the existing Valdez Gravel Pit area. The pit is located within the NW¼ Section 32, T33N, R9E, NMPM, about one mile southwest of Antonito. Conejos County is currently doing an administrative review of an application by Randall and Lou Ann Robins (Robins) to locate the batch plant at the Valdez Pit. You have inquired as to a legal water supply for the asphalt and concrete batch plant operations.

I have previously worked with Mr. Robins to determine the legal use of Well No. 2, Case No. W-953, Permit No. 5312-F. Well No. 5312-F was the main water supply for the sawmill operation located within the SW¼ Section 29, T33N, R9E, NMPM and very near Antonito. The sawmill was in operation from approximately 1961 through 1974. Well permit no. 5312-F was issued on March 24, 1964. The well was completed to a depth of 150 feet on April 16, 1964. The well was adjudicated for 100 gpm for commercial use on November 20, 1975.

The position I took in my September 27, 2013 letter to Scott Johnson, Robins' engineer, was that the historic use of well no. 5312-F averaged 9.0 acre-feet / year for the period 1964 – 2012. The estimated maximum annual withdrawal was 37.0 acre-feet during the high production years of 1964 – 1974. I approved the use of the well to supply water for the proposed gravel pit / batch plant within the NE¼ of Section 31, T33N, R9E, NMPM (Robins Pit). I do not see a conflict with the use of that same well as a water supply for an asphalt / concrete operation on adjacent land.

Therefore, so long as these volumetric limitations are not exceeded and the well is used consistent with the decree, I will not oppose the use of the well to supply water for the proposed gravel pit / batch plant within the existing Valdez Pit within the NW¼ of Section 32, T33N, R9E, NMPM. The average annual use must not exceed 9.0 acre-feet in any five consecutive year period as detailed in State Engineer Policy 2013-01. The maximum withdrawal cannot exceed 37.0 acre-feet in any calendar year.

Production from the well must be metered in accordance with the well measurement rules set forth in Case No. 05CW12.



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

My additional conditions for the approval are:

- Excavation at the Valdez Pit or the Robins Pit must not intercept groundwater. Exposure of groundwater results in evaporative losses that must be replaced through a valid plan for augmentation and associated well permit. Mr. Robins does not currently have a valid permit to expose groundwater at either pit.
- The Canon Ditch water associated with these properties is adjudicated for irrigation use. Ditch water must not be used for commercial or industrial use without an approved change of water right, augmentation plan and/or well permit.
- Water cannot be withdrawn from the Rio San Antonio for commercial use without written approval of the Water Court and/or Division of Water Resources.

If you have any questions regarding my position, please contact me by telephone at (719) 589-6683 or by e-mail at craig.cotten@state.co.us.

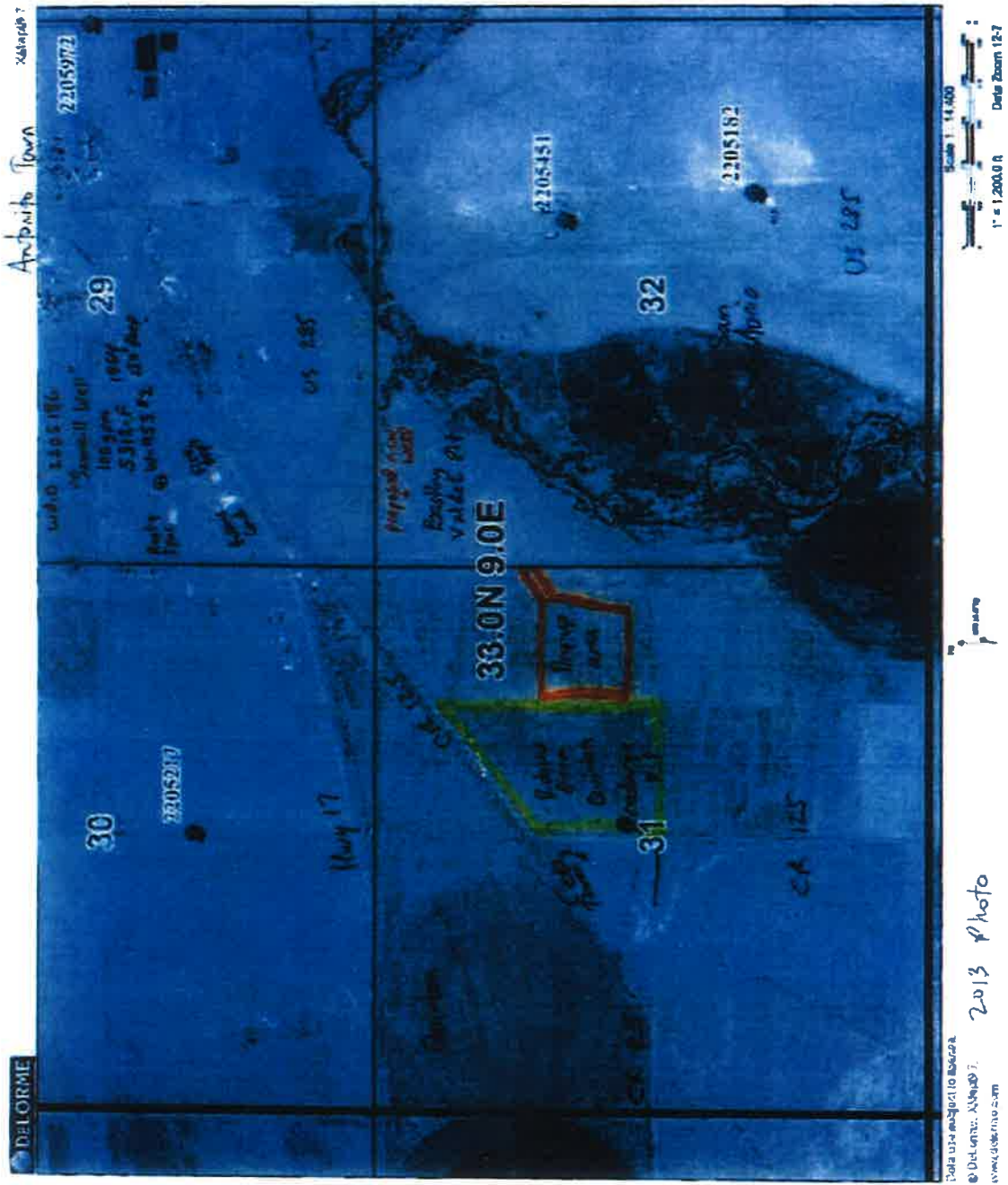
Sincerely,



Craig W. Cotten, P.E.
Division Engineer
Division 3

Cc: Randy Robins
Scott Johnson
Demetrio and Olive Valdez
Erich Schwiesow
WD 22 Commissioner





IN THE DISTRICT COURT IN AND FOR
WATER DIVISION 3
STATE OF COLORADO

FILED IN DISTRICT COURT
WATER DIVISION 3
STATE OF COLORADO

NOV 20 1975

CASE NO. W- 953

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF IUBE GEORGE)
AND SARAH GEORGE, AS TENANTS IN)
COMMON, AN UNDIVIDED $\frac{1}{4}$ INTEREST)
EACH; AND GUSTAVE A. GONNELL AND)
FRIEDA J. GONNELL, AS JOINT)
TENANTS WITH RIGHT OF SURVIVOR-)
SHIP AND NOT AS TENANTS IN)
COMMON, AN UNDIVIDED $\frac{1}{4}$ INTEREST)
EACH)

CARLA R. SHAWCROFT
WATER CLERK
JUDGMENT AND DECREE
ADJUDICATING
WATER RIGHT

IN CONEJOS COUNTY

WELL NO. 2 W-953.

THIS MATTER came on to be heard this day upon the Referee's Ruling. The Court finds that the application for adjudication herein was filed on May 26, 19 72 that the Referee's Ruling granting the hereinafter described water right to applicant was entered on the 21st day of October, A.D. 19 75 and served as provided by law; that no protest has been filed and that the time for filing protests has expired; and that the Ruling of the Referee should be confirmed and approved and a water right granted.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Ruling of the Referee herein be, and the same hereby is confirmed and approved and that the applicant is hereby granted the indicated water right and priority as follows:

1. Applicant's name and address: Iube George, P. O. Box 667, Antonito, CO 81120 and Sarah George, P. O. Box 276, Antonito, CO 81120, as Tenants in Common, an Undivided $\frac{1}{4}$ Interest each; and Gustave A. Gonnell and Frieda J. Gonnell, P. O. Box 488, Antonito, CO 81120, as Joint Tenants with Right of Survivorship and not as Tenants in Common, an Undivided $\frac{1}{4}$ Interest each.

2. Name or designation of well:
Well No. 2.

Registration No. 5312-F.

3. Location of well and point of diversion:
NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, Township 33 North, Range 9 East, NMPM,
at a point 808 feet from West Section line and 2025 feet
from South Section line, in Conejos County, Colorado.

4. Alternate points of diversion, if any:

None.

DEPTH 150'
CASING SIZE 12" 610"
PERFORATIONS 75'-150'

5. Type of beneficial use:

Commercial.

6. Amount and source and means of diversion:

100 gallons per minute, being .223 cubic feet of water per second of time,
being .446 acre feet of water in a period of twenty-four hours, from
(~~CONFINED~~) (unconfined) aquifer.

7. Priority date of appropriation:

April 1, 1964.

8. That said well may be used as an alternate point of diversion for the following surface water rights: Not applied for.

Done and signed in open Court this 20th day of November A.D. 197 5.



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

Donald G. Smith
Donald G. Smith, Water Judge



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

John W. Hicklenlooper
Governor

Mike King
Executive Director

Dick Wolfe, P.E.
Director/State Engineer

Craig W. Cotten, P.E.
Division Engineer

Scott Johnson
Summit Engineering
P.O. Box 1897
Alamosa, Colorado 81101

September 27, 2013

Re: Use of Well No. 2, Case No. W-953 – Randall Robins
SW¼ Section 29, T33N, R9E, NMPM

Dear Mr. Johnson:

Thank you for taking the time to meet with Pat McDermott and myself, Randy Robins, and Ernie Young on September 11, 2013 at the Division office. We discussed the historic use of Well No. 2, Case No. W-953, Permit No. 5312-F. Well No. 5312-F was the main water supply for the sawmill operation located within the SW¼ Section 29, T33N, R9E, NMPM and very near Antonito. You have tried to gather as much historical use information about the well as possible.

The sawmill was in operation from approximately 1961 through 1974. Well permit no. 5312-F was issued on March 24, 1964. The well was completed to a depth of 150 feet on April 16, 1964. The well was adjudicated for 100 gpm for commercial use on November 20, 1975.

My position in this matter is that the historic use of well no. 5312-F averaged 9.0 acre-feet / year for the period 1964 – 2012. The estimated maximum annual withdrawal was 37.0 acre-feet during the high production years of 1964 – 1974. Therefore, so long as these volumetric limitations are not exceeded and the well is used consistent with the decree, I will not oppose the use of the well to supply water for the proposed gravel pit / batch plant within the NE¼ of Section 31, T33N, R9E, NMPM. The average annual use must not exceed 9.0 acre-feet in any five consecutive year period as detailed in State Engineer Policy 2013-01. The maximum withdrawal cannot exceed 37.0 acre-feet in any calendar year.

Production from the well must be metered in accordance with the well measurement rules set forth in Case No. 05CW12.

If you have any questions regarding my position, please contact me by telephone at (719) 589-6683 or by e-mail at craig.cotten@state.co.us.

Sincerely,

Craig W. Cotten, P.E.
Division Engineer
Division 3



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

District Court, Water Division 3 Alamosa County, Colorado Court Address: 702 4th Street, Alamosa, CO 81101 CONCERNING THE APPLICATION FOR WATER RIGHTS OF RANDALL L. ROBINS AND LOU ANN ROBINS, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON IN CONEJOS COUNTY	Contains edits from: Richard Mehren Jan2017 Pat McDermott Jul2017
	Case Number: 2015CW3012
REPORT AND RULING OF THE REFEREE CHANGE OF WATER RIGHTS AND APPROVAL OF PLAN FOR AUGMENTATION	

This matter has come before the Court upon the application of Randall L. Robins and Lou Ann Robins ("Applicants") for a change of water rights and approval of a plan for augmentation. The application was referred to the water court referee pursuant to C.R.S. § 37-92-203(7). Having made such investigations as are necessary to determine whether or not the statements in the application are true, having consulted with the Division Engineer, and being fully advised with respect to the subject matter of the application, the Court enters the following findings of fact, conclusions of law, and ruling of the Referee:

FINDINGS OF FACT

1. **Filing:** The Applicants filed an *Application for Change of Water Rights and For Approval of Plan for Augmentation* on March 31, 2015.
2. **Notice and Jurisdiction:** Timely and adequate notice of the application was given in the manner required by law. None of the land or water rights involved in the application are located in a designated groundwater basin. The Court has jurisdiction over the subject matter of this proceeding and over all persons who have standing to appear as parties, whether they have appeared or not.
3. **Statements of Opposition:** The time for filing statements of opposition expired on May 31, 2015. A statement of opposition was filed by the Conejos Water Conservancy District.
4. **Description of Application:** The Applicants seek approval to change a portion of their ownership interest in the Canon Irrigation Ditch from irrigation and domestic



to augmentation by means of recharge. The Applicants further seek approval of a plan for augmentation to offset groundwater withdrawals from a proposed well that will furnish water for industrial and commercial use at an existing gravel pit.

CHANGE OF WATER RIGHT

4. Change of Canon Irrigation Ditch Shares: The Applicants own and seek to change the use of 30 shares out of 1,800 total shares in the Canon Irrigating Ditch, or 1.67% of the Canon Irrigating Ditch Water Right ("Subject Water Rights").

5. Description of the Canon Irrigation Ditch:

5.A. Decreed Name of Structure: Canon Irrigating Ditch

5.B. Original and all Relevant Subsequent Decrees: Original Adjudication within former Water District No. 22, Conejos County District Court, decreed October 22, 1883; Case No. 84CW96, Water Division 3, decreed September 10, 1985; Case No. 89CW51, Water Division 3, decreed October 18, 1990; Case No. 91CW14, Water Division 3, decreed September 9, 1991.

5.C. Decreed Point of Diversion: The decree of the original 10/22/1883 adjudication lists the point of diversion as "on the south bank of the Conejos River in Section 31, T33N, R8E, NMPM, in Conejos County, Colorado." In Case No. 91CW14, the Division 3 Water Court corrected the location of the originally decreed point of diversion to the SW1/4 NE1/4 NE1/4, Section 1, T32N, R7E, NMPM, at a point 1,100 feet from the North Section Line and 1,100 feet from the East Section Line in Conejos County, Colorado.

5.D. Source: Conejos River

5.E. Dates of Appropriation and Amounts: April 15, 1857, for "so much water as will flow in a ditch 4 feet wide and 2 feet deep, with a grade of 8 inches to the 100 feet," which has been interpreted by the Division of Water Resources to be equal to 42.89 cfs. The Applicants' 30 shares to be changed herein represent a pro-rata ownership interest of 0.715 cfs of the 42.89 cfs decreed to the Canon Irrigating Ditch water right.

The Division 3 Water Court approved an alternate point of diversion for 0.26 cfs in Case No. 84CW96, and a change in point of diversion for 0.214 cfs in Case No. 89CW51.

5.F. Decreed Use: Irrigation and domestic

6. Historical Use of the Subject Water Right:



6.A. Historical Type and Place of Use: The Subject Water Rights were historically used as the sole source of water for flood irrigation of approximately 28 acres located in the SE1/4 NE1/4, Section 31 and the SW1/4 NW1/4, Section 32 all in Township 33 North, Range 9 East, NMPM ("Historically Irrigated Land"). The Subject Water Rights were part of a larger share pool owned and used by the former owner. Alfalfa and pasture grass were the primary crops grown.

6.B. Historical Season of Use: Water was typically diverted through the Canon Irrigating Ditch for irrigation from April 1 through November 1. Many diversion seasons were shorter due to limited availability in the Conejos River.

6.C. Historical Diversions: Between 1968 and 2013, Canon Irrigating Ditch river headgate diversions averaged 5,158 acre-feet per year, with a maximum annual diversion of 7,996 acre-feet and a minimum annual diversion of 237 acre-feet. The Subject Water Rights' pro-rata share of the river headgate diversions averaged 86 acre-feet per year, with maximum annual diversion of 133.3 acre-feet and a minimum annual diversion of 3.9 acre-feet. It is assumed that approximately 50% of the water diverted at the river headgate under the Subject Water Rights was lost to ditch seepage. Using that assumption, farm headgate deliveries of the Subject Water Rights averaged 43 acre-feet per year, with a maximum annual farm headgate delivery of 66.6 acre-feet and a minimum annual farm headgate delivery of 2.0 acre-feet.

6.D. Historical Consumptive Use: It is also assumed that 50% of farm headgate deliveries were consumed by crops and 50% returned to the river as surface or ground water return flow.

7. Description of Change of Use: The Applicants seek to change the type and place of use of the Subject Water Rights from irrigation and domestic to augmentation of commercial / industrial well(s) by means of recharge. The Applicants seek to change the place of use of the Subject Water Rights to allow diversion of the Subject Water Rights from the Canon Irrigating Ditch into a recharge pond located within the SW1/4 NE1/4 Section 31, Township 33 North, Range 9 East, NMPM in order to augment withdrawals from Well No. Aug. 1 located in the NW1/4 NW1/4 of Section 32, Township 33 North, Range 9 East, NMPM, at a point approximately 875 feet from the North Section Line and 203 feet from the West Section Line, in Conejos County, Colorado, UTM NAD83 Zone 13S 409422 mE and 4102251 mN.

8. Dry-Up of Historically Irrigated Land: The Historically Irrigated Land shall be permanently removed from irrigation and monumented and/or fenced in a manner acceptable to the Division Engineer. No crops will be raised on or harvested from the Historically Irrigated Land.

9. Terms and Conditions to Prevent Injury: In order to prevent expansion of use and injury to other water rights, the Applicants' use of the Subject Water Rights as changed herein shall be governed by the following terms and conditions:

9.A. Seasonal Diversion Limitations: Diversions of water under the Subject Water Rights shall be limited to April 1 through November 1 and to times when the Canon Irrigating Ditch water right is in priority. The Subject Water Rights will continue to be diverted at the river headgate of the Canon Irrigating Ditch and will then be delivered through the ditch to the recharge pond described in paragraph 12.A., below ("Recharge Pond"). All deliveries to the Recharge Pond will be measured by use of a measuring device that is acceptable the Division Engineer.

9.B. Monthly Maximum Volumetric Limitations: Deliveries of water under the Subject Water Rights to the Recharge Pond shall be limited to the following monthly acre-foot maximums:

April	May	June	July	August	September	October
10	22	21	17	15	8	8

9.C. Annual Maximum Volumetric Limitation: Creditable deliveries of water under the Subject Water Rights to the Recharge Pond shall not exceed a maximum of 66.6 acre-feet in any season (April 1 through November 1).

9.D. Ten-Year Cumulative Volumetric Limitation: Deliveries of water under the Subject Water Rights to the Recharge Pond shall not exceed a cumulative amount of 430 acre-feet in any consecutive 10-year period. The maximum volume of creditable delivery allowed to the Recharge Pond in any individual year shall be calculated as 430 acre-feet less the sum of deliveries during the previous nine years. For purposes of starting the calculation of the 10-year cumulative delivery limit, for the 9 years prior to the first year in which the Subject Water Rights are used pursuant to this Decree, Applicants shall assume that the deliveries to the Recharge Pond were equal to 40.4 acre-feet per year.

9.E. Replacement of Historical Return Flows: 50% of water delivered under the Subject Water Rights to the Recharge Pond shall be relinquished to the stream to replace return flows associated with historical use of the Subject Water Rights. Accordingly, and subject to the requirements in Paragraph 12.C.1 below to account for the first 0.38 acre-feet of water diverted into the Recharge Pond as payment for evaporation, only 50% of water delivered under the Subject Water Rights to the Recharge Pond may be used for augmentation and replacement within the plan for augmentation decreed herein.

PLAN FOR AUGMENTATION

10. Description of Well to be Augmented:



10.A. Name: Well No. Aug. 1

10.B. Location: NW¼ NW¼ of Section 32, Township 33 North, Range 9 East, NMPM, at a point approximately 875 feet from the North Section Line and 203 feet from the West Section Line, in Conejos County, Colorado, UTM NAD83 Zone 13S 409422 mE and 4102251 mN.

10.C. Source of Water: Unconfined aquifer.

10.D. Amount: 100 gpm

10.E. Use: Industrial and commercial use at an existing gravel pit known as the "Consolidated Pit," located near Well No. Aug. 1 within the NW¼ Section 32, Township 33 North, Range 9 East, NMPM and adjacent property owned by the Applicants in the E½ Section 31, Township 33 North, Range 9 East, NMPM. Uses may include, but are not limited to, gravel washing, concrete and asphalt production, and dust suppression associated with the operation. Water pumped from Well No. Aug. 1 shall be assumed to be 100% consumed unless consumptive use factors less than 100% are approved by the Division Engineer.

11. Water Rights or Sources to be Used for Augmentation: The Subject Water Rights, as changed by this Decree.

12. Complete Statement of Plan for Augmentation: This Decree confirms a plan for augmentation, whereby water delivered under the Subject Water Rights will be recharged into the unconfined aquifer by use of the Recharge Pond in exchange for the right to pump Applicants' Well No. Aug. 1 against the fully-consumable portion of the amount recharged.

12.A. Recharge Pond: The Applicants' Recharge Pond is located within the SW¼ NE¼ Section 31, Township 33 North, Range 9 East, NMPM, in Conejos County, Colorado. The current Recharge Pond is approximately 202 feet by 82 feet at the top, 166 feet by 46 feet at the bottom, and 6 feet deep. The Recharge Pond must not intercept groundwater and shall be maintained in such a way as to guarantee efficient recharge of all water measured into the pit less a minimal amount of evaporation.

12.A.1. Modification of Recharge Pond: The Applicants may modify the Recharge Pond so long as the Division Engineer approves the modification prior to use of the modified Recharge Pond. The Applicants shall provide notice of a proposed modification of the Recharge Pond to the Division Engineer and all objectors at least 60 days prior to the proposed use of the modified Recharge Pond. The notice required by this paragraph shall include at a minimum the following information: (1) a description of the proposed modification of the Recharge Pond; (2) any increase or decrease in the capacity and/or surface area of the Recharge Pond that will be caused by the proposed modification; (3) whether the proposed



modification will cause the Recharge Pond to intercept ground water. The objectors shall have 35 days from the date of the Applicants' notice to provide the Division Engineer with comments regarding the Applicants' proposed modification. The Division Engineer shall consider any comments provided by the objectors, and shall provide the Applicants with a written approval or denial of the Applicants' proposed modification within 60 days of receiving the notice required by this paragraph.

12.B. Delivery of Augmentation Water to Recharge: Water shall be diverted under the Subject Water Rights at the river headgate of the Canon Irrigating Ditch, carried through the Canon Irrigating Ditch, and diverted into the Recharge Pond. Water may only be normally diverted under the Subject Water Rights between April 1 and November 1 of each year ("Irrigation Season"). However, pursuant to State Engineer Policy or decree entered in Case No. 15CW3024, the Division Engineer may have the ability to alter the presumptive irrigation season. The Applicants shall measure the amount of water diverted into the Recharge Pond at a location and in a manner approved by the Division Engineer. After water has been diverted into the Recharge Pond, the water shall not be removed from the Recharge Pond.

To assure timely recharge of the unconfined aquifer from which Well No. Aug. 1 withdraws water, the Applicants shall deliver water into the Recharge Pond at least twice during each Irrigation Season. Ideally, one of the required deliveries will take place in April or May, and the other in August or September.

12.B. Evaporation: Evaporation from the recharge pond shall be calculated as 0.38 acre-feet per year unless the size of the pond is altered pursuant to Paragraph 12.A.1 above.

12.C. Volume of Allowable Pumping: The amount of water which may be pumped from Well No. Aug. 1 shall be equal to the amount of pumping credit generated by recharging water diverted under the Subject Water Rights to the unconfined aquifer through the Recharge Pond. Well No. Aug 1 may pump only when the Applicants have accumulated pumping credit available under this plan for augmentation.

12.C.1. Calculation of Pumping Credit: The first 0.38 acre-feet diverted into the Recharge Pond each Irrigation Season shall be counted as evaporation. Of the remaining water diverted into the Recharge Pond each Irrigation Season, 50% shall be relinquished to the stream to replace return flows associated with historical use of the Subject Water Rights, and 50% will constitute pumping credit.

12.C.2. Carry-Over of Pumping Credit: Pumping credit accrued within an Irrigation Season shall be available through December 31 of the calendar year in which that Irrigation Season occurs, and may be carried over into the next calendar year as follows. The Applicants may pump from Well No. Aug. 1 any pumping credit accrued within that year's Irrigation Season plus any unused pumping credit accrued within the previous year's Irrigation Season, provided the Division Engineer has



approved the calculation of that amount of credit. The volume of water pumped from Well No. Aug. 1 in a calendar year shall be limited to the volume of water available for pumping, which shall be calculated as:

$$\text{Pumping Available}_{\text{currentyear}} = \text{PC}_{\text{currentyear}} + (\text{PC}_{\text{prioryear}} - \text{Actual Pumping}_{\text{prioryear}})$$

Where, PC = pumping credit.

Water recharged in year N shall generate pumping credits in year N and Year N+1 only if unused credits remain. Water recharged in year N may not create pumping credits for use in years subsequent to Year N + 1 unless approved by Court decree or Substitute Water Supply Plan.

12.D. Additional Wells: Additional wells required by the Applicants for use under this plan for augmentation must be obtained through the well permitting process of the office of the State Engineer. The Applicants must prove the need for the additional well by complete statement of purpose to accompany the well permit application. A copy of the statement and application must be provided to the objectors and the objectors shall have 15 days from the date of the Applicants' notice to provide the Division Engineer with comments regarding the Applicants' proposed additional well.

12.E. Measurement and Accounting: All diversions into the Recharge Pond and pumping of Well No. Aug. 1 will be measured. Appropriate records will be maintained and proper reporting and accounting will be performed to insure that Applicants' pumping does not exceed the amount of pumping credit generated by recharge. At a minimum, Applicant shall provide to the Division Engineer by November 15 of each year a summary of recharge and pumping amounts from the immediately preceding November 1 through October 31 period and a calculation of any excess pumping credit from that period that may be applied to the subsequent year's pumping. Upon request, the Applicants shall provide the objectors with copies of the accounting submitted to the Division Engineer for a given year.

CONCLUSIONS OF LAW

13. Incorporation of Findings of Fact: The foregoing Findings of Fact are incorporated into these Conclusions of Law.

14. Jurisdiction: The Court has exclusive jurisdiction over the subject matter of this proceeding pursuant to C.R.S. § 37-92-203, and over all persons or entities affected hereby, whether they have appeared or not.

15. Notice: Full and adequate notice of the claims adjudicated herein has been given in the manner required by law.



16. Change of Water Rights and Plan for Augmentation Contemplated by Law:

The change of water rights and plan for augmentation decreed herein are contemplated by law and satisfy the requirements of sections 37-92-101 et seq. C.R.S. The change of water rights and plan for augmentation will not injuriously affect any owner of or person entitled to use water under a vested water right or decreed conditional water right, so long as operated and administered in accordance with the terms of this Decree.

17. Rule 4.29 of the Proposed Rules defines "Sustainable Water Supply" as "a supply of groundwater that is being managed in accordance with sections 37-92-501(4)(a)(I) through (III), C.R.S." This plan for augmentation includes a method or standard for determining, achieving, and maintaining a Sustainable Water Supply. The Applicant has demonstrated that this plan for augmentation reliably determines the Sustainable Water Supply and is sufficient to achieve and maintain a Sustainable Water Supply. This plan for augmentation completely replaces all future aquifer depletions with fully consumable water, thus achieving a Sustainable Water Supply on a continuous basis. Tributary groundwater is not used for any portion of the augmentation supply.

18. The plan for augmentation decreed herein meets all applicable requirements of the Proposed Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) that were filed by the State Engineer and published in the September 2015 resume for Water Division No. 3 in Case No. 15CW3024.

RULING OF THE REFEREE

19. Incorporation: The foregoing findings of fact and conclusions of law are incorporated by this reference and modified as necessary to constitute the ruling of the referee and decree of the Court.

20. Approval: The Court hereby approves the change of water rights and plan for augmentation described herein, subject to the terms and conditions of this Decree.

21. Terms and Conditions: The terms and conditions of this decree are adequate to assure that operation of the change of water rights and plan for augmentation described herein will not injuriously affect any owner of or person entitled to use water under a vested water right or decreed conditional water right.

22. Well Permit: The Applicants shall submit a well permit application to the Office of the State Engineer to re-permit Well No. Aug 1 in accordance with the terms and conditions of this Decree.

23. Measuring Devices: To the extent not already in place, Applicants shall install and properly maintain measuring and recording devices as are required by the State and/or Division Engineers for administration of this Decree. To measure water withdrawn from Well No. Aug. 1, the Applicants shall install measuring devices in compliance with the *Rules Governing the Measurement of Ground Water Diversions*



Located in Water Division No. 3, the Rio Grande Basin, as promulgated by the State Engineer on June 30, 2005, and any amendments thereto.

24. Accounting Forms: Applicant shall measure diversions and account for operations under this Decree using accounting form(s) acceptable to the Division Engineer, and shall provide summaries of such accounting as requested by the Division Engineer.

25. Curtailment: Pursuant to C.R.S. § 37-92-305(8), the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

26. Retained Jurisdiction: Pursuant to C.R.S. § 37-92-304(6), the Court shall retain jurisdiction over the change of water rights and plan for augmentation approved herein for a period of five years from the date of this Decree for reconsideration of the question of whether the provisions of this decree are sufficient to prevent material injury to any vested water rights or decreed conditional water rights. The Court's retained jurisdiction may be invoked by any party to this case by the filing of a timely motion or petition with appropriate notice to all parties. The party lodging the petition shall have the burden of going forward to establish the facts alleged in the petition. If this Court finds those facts to be established, Applicant shall bear the burden of proving that (1) any modification sought by Applicant will avoid injury to other appropriators; (2) any modification sought by Objectors is not required to avoid injury to other appropriators; or (3) any term or condition proposed by Applicant in response to any Objector's petition avoids injury to other appropriators.

27. No Precedent Established: This Ruling is the product of compromise and settlement negotiations between the parties hereto and the issues were not actually litigated. Accordingly, nothing in this Ruling shall be construed to preclude any party from litigating, in any different case involving the same or similar issues, any matter determined in this Ruling. The facts of this case are unique and therefore this Ruling is not intended to be, and shall not be, construed as a binding precedent in other cases now pending or hereafter filed in the District Court for Water Division No. 3.

Dated this _____ day of _____, 2017.

Nicolas Sarmiento
Water Referee
Water Division No. 3



CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of xxxxxx, 2017, a true and correct copy of the foregoing *Report and Ruling of the Referee* was served electronically via _____ properly addressed to the following:

Kevin Rein
State Engineer
1313 Sherman Street, Room 818
Denver, CO 80203

Craig W. Cotten
Division Engineer
P. O. Box 269
Alamosa, CO 81101

Gordon J. Bosa, Attorney at Law
P. O. Box 58
Alamosa, CO 81101

By: _____
Clerk of Court or Judicial Assistant





**Summit Engineering Co.
Engineers & Land Surveyors**

Mailing Address: P.O. Box 1897 Alamosa, CO 81101

Location: 1317 State Avenue Alamosa, CO 81101

Phone: (719) 589-6147 Fax: (719) 589-6633

Email: summitengco@gmail.com

Brief Statement of Impacts to Surface or Groundwater

The Robins Pit Project will submit all storm water permits prior to construction. A National Pollutant Discharge Elimination System (NPDES) permit will be obtained from the Water Quality Control Division at the Colorado Department of Public Health and Environment (CDPHE).

Refer to Exhibit C for surface water locations. Activities are not expected to affect structures, tributary water courses, wells, springs, stock water ponds and ditches.

There will be no Discharge of StormWater.

Yours Truly,



Scott E. Johnson, PE # PLS 14840

INTERNAL CALCULATIONS FROM STATE ENGINEER OFFICE

	1	2	3	4	5	6
2	25	30	10	0	50	
CU	12.5	2.5	15	25.5	25	

Said Scott
an example of
recharge decree
spreadsheet.

Annual accounting
at unless O.E.
requires more
frequent (monthly)

- 1 year max carryover
- Max 50af creditable recharge → 25af max CU
- 100 day avg diversion = _____ Every rate
- No more than 62.7af of CU in any 5 consecutive year period.

12/5/2014 w/ Nathan Coombs, Scott Johnson, CWC & PGM

Canon Ditch 42.68 cfs of Priority 22

Canon Ditch has 1800 shares ^{better avg} 3000 af Avg 5282 af/year headgate diversion for Canon Ditch

D. Valdez @ 239 shares
13.3%
5.67 cfs

1.66 2.93 af/share
↓ @ 50% loss transit

0.83 1.47 af/share

Options for Aug Plan for new well

① Recharge 20 af into a local pit

198 af/yr 350 af/yr @ farm

② leave a pro-rata amount of Canon D. shares in the river

99 af/yr CU 175 af CU @ farm w/ 50% efficiency

③ exchange 20 af up to Platoros and release as required by the DWR

10 af CU is 5.7% of 175 af/CU

$$\frac{10 \text{ af}}{175 \text{ af}} = \frac{13.7 \text{ shares}}{239 \text{ shares}}$$

Emergency Plan

- buy enough CWC water to deliver 20 af to the recharge pit from their 100 af/yr augmentation pool.

$$\frac{24 \text{ shares}}{239 \text{ shares}} = \frac{10 \text{ af CU}}{99 \text{ af CU}}$$

probably need ~25 shares of Canon D. devoted to an aug plan for well augmentation

9/15/2015

2015 CW 3012 Robins

w/ Gordon Bosa, Randy Robins, Scott Johnson, Carol Redding

CWC, PPM

Dust Suppression, concrete, gravel wash, hot plant

Well 180' by physician no pump yet
29744 drilled -

} will change to
commercial well
Via 2015 CW 3012

Recharge pit will have Sutron "Colorado package" on it

$$\text{Pump} = (\text{Recharge} - \text{Evap}) \times 50\%$$

Depth to GW ~ 50'

Kirkham logged the test holes.

Dry-up area has fence on 3 sides → CWC fenced and monumented

Platted and monumented dry-up area. 20 acres from Valdez

→ CWC - use the plat as an exhibit to the decree. (and recorded)

8 more acres will be dried up on Valdez property

old supply ditch will be backfilled. Applicant will assure no irr of dry-up area.

The current supply ditch is deep and slope to the south.

Randy will berm south side of dry up area.

(2)

Recharge amount:

Davis Engineering (Allen Davy) was hired by Valdez to do a CU analysis. Scott's analysis produced similar numbers.

✓ Scott will forward AD report to us.

Will devote 30 shares to recharge for this avg plan.
↓
12.54 af CU from 25 af of recharge/appl.

2 settlement ponds near pit are lined - one for fresh water supply for washing, one for settlement of sand that decants back to fresh pond. At times, that water is too dirty and is pumped out to a recharge area. (Could possibly try to lessen his CU by getting credit for recharging pumped well water.)

Recharge credits

25 af avg

50 af

PJM needs to work up a preliminary accounting sheet.



Summit Engineering Co: Engineers & Land Surveyors

Phone: (719) 589-6147 Fax: (719) 589-6633

Mailing Address: P.O. Box 1897 Alamosa, CO 81101

Email Address: summitengco@gmail.com

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DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

John W. Hickenlooper
Governor

Mike King
Executive Director

Dick Wolfe, P.E.
Director/State Engineer

Craig W. Cotten, P.E.
Division Engineer

Scott Johnson
Summit Engineering
P.O. Box 1897
Alamosa, Colorado 81101

September 27, 2013

Re: Use of Well No. 2, Case No. W-953 – Randall Robins
SW¼ Section 29, T33N, R9E, NMPM

Dear Mr. Johnson:

Thank you for taking the time to meet with Pat McDermott and myself, Randy Robins, and Ernie Young on September 11, 2013 at the Division office. We discussed the historic use of Well No. 2, Case No. W-953, Permit No. 5312-F. Well No. 5312-F was the main water supply for the sawmill operation located within the SW¼ Section 29, T33N, R9E, NMPM and very near Antonito. You have tried to gather as much historical use information about the well as possible.

The sawmill was in operation from approximately 1961 through 1974. Well permit no. 5312-F was issued on March 24, 1964. The well was completed to a depth of 150 feet on April 16, 1964. The well was adjudicated for 100 gpm for commercial use on November 20, 1975.

My position in this matter is that the historic use of well no. 5312-F averaged 9.0 acre-feet / year for the period 1964 – 2012. The estimated maximum annual withdrawal was 37.0 acre-feet during the high production years of 1964 – 1974. Therefore, so long as these volumetric limitations are not exceeded and the well is used consistent with the decree, I will not oppose the use of the well to supply water for the proposed gravel pit / batch plant within the NE¼ of Section 31, T33N, R9E, NMPM. The average annual use must not exceed 9.0 acre-feet in any five consecutive year period as detailed in State Engineer Policy 2013-01. The maximum withdrawal cannot exceed 37.0 acre-feet in any calendar year.

Production from the well must be metered in accordance with the well measurement rules set forth in Case No. 05CW12.

If you have any questions regarding my position, please contact me by telephone at (719) 589-6683 or by e-mail at craig.cotten@state.co.us.

Sincerely,

Craig W. Cotten, P.E.
Division Engineer
Division 3

District Court, Water Division 3 Alamosa County, Colorado Court Address: 702 4th Street, Alamosa, CO 81104	DATE FILED: November 13, 2017 3:48 PM CASE NUMBER: 2015CW3012
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: RANDALL L. ROBINS AND LOU ANN ROBINS, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON IN CONEJOS COUNTY	Case: 2015CW3012
REPORT AND RULING OF THE REFEREE CHANGE OF WATER RIGHTS AND APPROVAL OF PLAN FOR AUGMENTATION	

This matter has come before the Court upon the application of Randall L. Robins and Lou Ann Robins ("Applicants") for a change of water rights and approval of a plan for augmentation. The application was referred to the water court referee pursuant to C.R.S. § 37-92-203(7). Having made such investigations as are necessary to determine whether or not the statements in the application are true, having consulted with the Division Engineer, and being fully advised with respect to the subject matter of the application, the Court enters the following findings of fact, conclusions of law, and ruling of the Referee:

FINDINGS OF FACT

- 1. Filing:** The Applicants filed an *Application for Change of Water Rights and For Approval of Plan for Augmentation* on April 6, 2015.
- 2. Notice and Jurisdiction:** Timely and adequate notice of the application was given in the manner required by law. None of the land or water rights involved in the application are located in a designated groundwater basin. The Court has jurisdiction over the subject matter of this proceeding and over all persons who have standing to appear as parties, whether they have appeared or not.
- 3. Statements of Opposition:** The time for filing statements of opposition expired on June 30, 2015. A statement of opposition was filed by the Conejos Water Conservancy District.
- 4. Description of Application:** The Applicants seek approval to change a portion of their ownership interest in the Canon Irrigation Ditch from irrigation and domestic to augmentation by means of recharge. The Applicants further seek approval of a plan for augmentation to offset groundwater withdrawals from a proposed well that will furnish water for industrial and commercial use at an existing gravel pit.

CHANGE OF WATER RIGHT

4. Change of Canon Irrigation Ditch Shares: The Applicants own and seek to change the use of 30 shares out of 1,800 total shares in the Canon Irrigating Ditch, or 1.67% of the Canon Irrigating Ditch Water Right ("Subject Water Rights").

5. Description of the Canon Irrigation Ditch:

5.A. Decreed Name of Structure: Canon Irrigating Ditch

5.B. Original and all Relevant Subsequent Decrees: Original Adjudication within former Water District No. 22, Conejos County District Court, decreed October 22, 1883; Case No. 84CW96, Water Division 3, decreed September 10, 1985; Case No. 89CW51, Water Division 3, decreed October 18, 1990; Case No. 91CW14, Water Division 3, decreed September 9, 1991.

5.C. Decreed Point of Diversion: The decree of the original 10/22/1883 adjudication lists the point of diversion as "on the south bank of the Conejos River in Section 31, T33N, R8E, NMPM, in Conejos County, Colorado." In Case No. 91CW14, the Division 3 Water Court corrected the location of the originally decreed point of diversion to the SW1/4 NE1/4 NE1/4, Section 1, T32N, R7E, NMPM, at a point 1,100 feet from the North Section Line and 1,100 feet from the East Section Line in Conejos County, Colorado.

5.D. Source: Conejos River

5.E. Dates of Appropriation and Amounts: April 15, 1857, for "so much water as will flow in a ditch 4 feet wide and 2 feet deep, with a grade of 8 inches to the 100 feet," which has been interpreted by the Division of Water Resources to be equal to 42.89 cfs. The Applicants' 30 shares to be changed herein represent a pro-rata ownership interest of 0.715 cfs of the 42.89 cfs decreed to the Canon Irrigating Ditch water right.

The Division 3 Water Court approved an alternate point of diversion for 0.26 cfs in Case No. 84CW96, and a change in point of diversion for 0.214 cfs in Case No. 89CW51.

5.F. Decreed Use: Irrigation and domestic

6. Historical Use of the Subject Water Right:

6.A. Historical Type and Place of Use: The Subject Water Rights were historically used as the sole source of water for flood irrigation of approximately 28 acres located in the SE1/4 NE1/4, Section 31 and the SW1/4 NW1/4, Section 32 all in Township 33 North, Range 9 East, NMPM ("Historically Irrigated Land"). The

Subject Water Rights were part of a larger share pool owned and used by the former owner. Alfalfa and pasture grass were the primary crops grown.

6.B. Historical Season of Use: Water was typically diverted through the Canon Irrigating Ditch for irrigation between April 1 and November 1. However, water was not always available for diversion during the full April 1 through November 1 period due to limited availability in the Conejos River.

6.C. Historical Diversions: Between 1968 and 2013, Canon Irrigating Ditch river headgate diversions averaged 5,158 acre-feet per year, with a maximum annual diversion of 7,996 acre-feet and a minimum annual diversion of 237 acre-feet. The Subject Water Rights' pro-rata share of the river headgate diversions averaged 86 acre-feet per year, with maximum annual diversion of 133.3 acre-feet and a minimum annual diversion of 3.9 acre-feet. It is assumed that approximately 50% of the water diverted at the river headgate under the Subject Water Rights was lost to ditch seepage. Using that assumption, farm headgate deliveries of the Subject Water Rights averaged 43 acre-feet per year, with a maximum annual farm headgate delivery of 66.6 acre-feet and a minimum annual farm headgate delivery of 2.0 acre-feet.

6.D. Historical Consumptive Use: It is also assumed that 50% of farm headgate deliveries were consumed by crops and 50% returned to the river as surface or ground water return flow.

7. Description of Change of Use: The Applicants seek to change the type and place of use of the Subject Water Rights from irrigation and domestic to augmentation of commercial / industrial well(s) by means of recharge. The Applicants seek to change the place of use of the Subject Water Rights to allow diversion of the Subject Water Rights from the Canon Irrigating Ditch into a recharge pond located within the SW1/4 NE1/4 Section 31, Township 33 North, Range 9 East, NMPM in order to augment withdrawals from Well No. Aug. 1 located in the NW¼ NW¼ of Section 32, Township 33 North, Range 9 East, NMPM, at a point approximately 875 feet from the North Section Line and 203 feet from the West Section Line, in Conejos County, Colorado, UTM NAD83 Zone 13S 409422 mE and 4102251 mN.

8. Dry-Up of Historically Irrigated Land: The Historically Irrigated Land shall be permanently removed from irrigation and monumented and/or fenced in a manner acceptable to the Division Engineer. No crops will be raised on or harvested from the Historically Irrigated Land.

9. Terms and Conditions to Prevent Injury: In order to prevent expansion of use and injury to other water rights, the Applicants' use of the Subject Water Rights as changed herein shall be governed by the following terms and conditions:

9.A. Seasonal Diversion Limitations: Diversions of water under the Subject Water Rights shall be limited to April 1 through November 1 and to times when the Canon Irrigating Ditch water right is in priority. The Subject Water Rights will continue to be diverted at the river headgate of the Canon Irrigating Ditch and will then be delivered through the ditch to the recharge pond described in paragraph 12.A., below ("Recharge Pond"). All deliveries to the Recharge Pond will be measured by use of a measuring device that is acceptable to the Division Engineer.

9.B. Monthly Maximum Volumetric Limitations: Deliveries of water under the Subject Water Rights to the Recharge Pond shall be limited to the following monthly acre-foot maximums:

April	May	June	July	August	September	October
10	22	21	17	15	8	8

9.C. Annual Maximum Volumetric Limitation: Deliveries of water under the Subject Water Rights to the Recharge Pond shall not exceed a maximum of 66.6 acre-feet in any irrigation season (presumptively April 1 through November 1).

9.D. Ten-Year Cumulative Volumetric Limitation: Deliveries of water under the Subject Water Rights to the Recharge Pond shall not exceed a cumulative amount of 430 acre-feet in any consecutive 10-year period. The maximum volume of delivery allowed to the Recharge Pond in any individual year shall be calculated as 430 acre-feet less the sum of deliveries during the previous nine years. For purposes of starting the calculation of the 10-year cumulative delivery limit, for the 9 years prior to the first year in which the Subject Water Rights are used pursuant to this Decree, Applicants shall assume that the deliveries to the Recharge Pond were equal to 40.4 acre-feet per year.

9.E. Replacement of Historical Return Flows: 50% of water delivered under the Subject Water Rights to the Recharge Pond shall be relinquished to the stream to replace return flows associated with historical use of the Subject Water Rights. Accordingly, and subject to the requirements in Paragraph 12.C.1 below to account for the first 0.38 acre-feet of water diverted into the Recharge Pond as payment for evaporation, only 50% of water delivered under the Subject Water Rights to the Recharge Pond may be used for augmentation and replacement within the plan for augmentation decreed herein.

PLAN FOR AUGMENTATION

10. Description of Well to be Augmented:

10.A. Name: Well No. Aug. 1

10.B. Location: NW¼ NW¼ of Section 32, Township 33 North, Range 9 East, NMPM, at a point approximately 875 feet from the North Section Line and 203 feet from the West Section Line, in Conejos County, Colorado, UTM NAD83 Zone 13S 409422 mE and 4102251 mN.

10.C. Source of Water: Unconfined aquifer.

10.D. Amount: 100 gpm

10.E. Use: Industrial and commercial use at an existing gravel pit known as the "Consolidated Pit," located near Well No. Aug. 1 within the NW¼ Section 32, Township 33 North, Range 9 East, NMPM and adjacent property owned by the Applicants in the E½ Section 31, Township 33 North, Range 9 East, NMPM. Uses may include, but are not limited to, gravel washing, concrete and asphalt production, and dust suppression associated with the operation. Water pumped from Well No. Aug. 1 shall be assumed to be 100% consumed unless consumptive use factors less than 100% are approved by the Division Engineer, and the Division Engineer confirms that all unconsumed water returns to the unconfined aquifer.

11. Water Rights or Sources to be Used for Augmentation: The Subject Water Rights, as changed by this Decree.

12. Complete Statement of Plan for Augmentation: This Decree confirms a plan for augmentation, whereby water delivered under the Subject Water Rights will be recharged into the unconfined aquifer by use of the Recharge Pond in exchange for the right to pump Applicants' Well No. Aug. 1 against the fully-consumable portion of the amount recharged.

12.A.1. Recharge Pond: The Applicants' Recharge Pond is located within the SW¼ NE¼ Section 31, Township 33 North, Range 9 East, NMPM, in Conejos County, Colorado. The current Recharge Pond is approximately 202 feet by 82 feet at the top, 166 feet by 46 feet at the bottom, and 6 feet deep. The Recharge Pond must not intercept groundwater and shall be maintained in such a way as to guarantee efficient recharge of all water measured into the pit less a minimal amount of evaporation.

12.A.2. Modification of Recharge Pond: The Applicants may modify the Recharge Pond so long as the Division Engineer approves the modification prior to use of the modified Recharge Pond. The Applicants shall provide notice of a proposed modification of the Recharge Pond to the Division Engineer and all objectors at least 60 days prior to the proposed use of the modified Recharge Pond. The notice required by this paragraph shall include at a minimum the following information: (1) a description of the proposed modification of the Recharge Pond; (2) any increase or decrease in the capacity and/or surface area of the Recharge Pond that will be caused by the proposed modification; (3) whether the proposed modification will cause the Recharge Pond to intercept ground water. The objectors

shall have 35 days from the date of the Applicants' notice to provide the Division Engineer with comments regarding the Applicants' proposed modification. The Division Engineer shall consider any comments provided by the objectors, and shall provide the Applicants with a written approval or denial of the Applicants' proposed modification within 60 days of receiving the notice required by this paragraph.

12.A.3. Delivery of Augmentation Water to Recharge: Water shall be diverted under the Subject Water Rights at the river headgate of the Canon Irrigating Ditch, carried through the Canon Irrigating Ditch, and diverted into the Recharge Pond. Water may only be diverted under the Subject Water Rights between April 1 and November 1 of each year at times when the Canon Irrigating Ditch is lawfully diverting water for irrigation use. The Applicants shall measure the amount of water diverted into the Recharge Pond at a location and in a manner approved by the Division Engineer. After water has been diverted into the Recharge Pond, the water shall not be removed from the Recharge Pond.

To assure timely recharge of the unconfined aquifer from which Well No. Aug. 1 withdraws water, the Applicants shall deliver water into the Recharge Pond at least twice during each April 1 through November 1 period. Ideally, one of the required deliveries will take place in April or May, and the other in August or September.

12.B. Evaporation: Evaporation from the recharge pond shall be calculated as 0.38 acre-feet per year unless the size of the pond is altered pursuant to Paragraph 12.A.1 above.

12.C.1. Volume of Allowable Consumptive Use: The amount of water pumped from Well No. Aug. 1 which may be consumed shall be equal to the amount of consumptive use credit generated by recharging water diverted under the Subject Water Rights to the unconfined aquifer through the Recharge Pond. Well No. Aug 1 may pump only when the Applicants have accumulated consumptive use credit available under this plan for augmentation.

12.C.2. Calculation of Consumptive Use Credit: The first 0.76 acre-feet diverted into the Recharge Pond each April 1 through November 1 period shall be counted as evaporation. Of the remaining water diverted into the Recharge Pond each April 1 through November 1 period, 50% shall be relinquished to the stream to replace return flows associated with historical use of the Subject Water Rights, and 50% will constitute consumptive use credit.

12.C.3. Carry-Over of Consumptive Use Credit: Consumptive use credit accrued within an April 1 through November 1 period shall be available through December 31 of the calendar year in which that April 1 through November 1 period occurs, and may be carried over into the next calendar year as follows. The Applicants may consumptively use from Well No. Aug. 1 any consumptive use credit accrued within that year's April 1 through November 1 period plus any unused consumptive use credit accrued within the previous year's April 1 through November 1 period,

provided the Division Engineer has approved the calculation of that amount of credit. The volume of water consumptively used from Well No. Aug. 1 in a calendar year shall be limited to the volume of water available for consumptive use, which shall be calculated as:

$$\text{Consumptive Use Available}_{\text{currentyear}} = \text{CUC}_{\text{currentyear}} + (\text{CUCC}_{\text{prioryear}} - \text{Actual Consumptive Use}_{\text{prioryear}})$$

Where, CUC = consumptive use credit.

Water recharged in year N shall generate consumptive use credits in year N and Year N+1 only if unused credits remain. Water recharged in year N may not create consumptive use credits for use in years subsequent to Year N + 1 unless approved by Court decree or Substitute Water Supply Plan.

12.D. Additional Wells: Before the Applicants may add a well to this plan for augmentation, the Division Engineer must determine that the well is located such that recharging water to the unconfined aquifer by use of the Recharge Pond will offset the well's depletions to the unconfined aquifer. The Applicants may only add wells that withdraw water from the unconfined aquifer to this plan for augmentation. Additional wells required by the Applicants for use under this plan for augmentation must be obtained through the well permitting process of the office of the State Engineer. The Applicants must prove the need for the additional well by complete statement of purpose to accompany the well permit application. A copy of the statement and application must be provided to the objectors and the objectors shall have 42 days from the date of the Applicants' notice to provide the Division Engineer with comments regarding the Applicants' proposed additional well.

12.E. Measurement and Accounting: All diversions into the Recharge Pond and pumping of Well No. Aug. 1 will be measured, and the amount of water applied to any use for which the Division Engineer has approved a non-100% consumptive use factor will be tracked. Appropriate records will be maintained and proper reporting and accounting will be performed to ensure that Applicants' consumptive use does not exceed the amount of consumptive use credit generated by recharge. At a minimum, Applicant shall provide to the Division Engineer by November 15 of each year a summary of recharge, pumping amounts, and the amount of water applied to each use for which the Division Engineer has approved a non-100% consumptive use factor from the immediately preceding November 1 through October 31 period and a calculation of any excess consumptive use credit from that period that may be applied to the subsequent year's consumptive use. Upon request, the Applicants shall provide the objectors with copies of the accounting submitted to the Division Engineer for a given year.

CONCLUSIONS OF LAW

13. Incorporation of Findings of Fact: The foregoing Findings of Fact are incorporated into these Conclusions of Law.

14. Jurisdiction: The Court has exclusive jurisdiction over the subject matter of this proceeding pursuant to C.R.S. § 37-92-203, and over all persons or entities affected hereby, whether they have appeared or not.

15. Notice: Full and adequate notice of the claims adjudicated herein has been given in the manner required by law.

16. Change of Water Rights and Plan for Augmentation Contemplated by Law: The change of water rights and plan for augmentation decreed herein are contemplated by law and satisfy the requirements of sections 37-92-101 et seq. C.R.S. The change of water rights and plan for augmentation will not injuriously affect any owner of or person entitled to use water under a vested water right or decreed conditional water right, so long as operated and administered in accordance with the terms of this Decree.

17. Rule 4.29 of the Proposed Rules defines "Sustainable Water Supply" as "a supply of groundwater that is being managed in accordance with sections 37-92-501(4)(a)(I) through (III), C.R.S." This plan for augmentation includes a method or standard for determining, achieving, and maintaining a Sustainable Water Supply. The Applicant has demonstrated that this plan for augmentation reliably determines the Sustainable Water Supply and is sufficient to achieve and maintain a Sustainable Water Supply. This plan for augmentation completely replaces all future aquifer depletions with fully consumable water, thus achieving a Sustainable Water Supply on a continuous basis. Tributary groundwater is not used for any portion of the augmentation supply.

18. The plan for augmentation decreed herein meets all applicable requirements of the Proposed Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) that were filed by the State Engineer and published in the September 2015 resume for Water Division No. 3 in Case No. 15CW3024.

RULING OF THE REFEREE

19. Incorporation: The foregoing findings of fact and conclusions of law are incorporated by this reference and modified as necessary to constitute the ruling of the referee and decree of the Court.

20. Approval: The Court hereby approves the change of water rights and plan for augmentation described herein, subject to the terms and conditions of this Decree.

21. Terms and Conditions: The terms and conditions of this decree are adequate to assure that operation of the change of water rights and plan for augmentation

described herein will not injuriously affect any owner of or person entitled to use water under a vested water right or decreed conditional water right.

22. Well Permit: The Applicants shall submit a well permit application to the Office of the State Engineer to re-permit Well No. Aug 1 in accordance with the terms and conditions of this Decree.

23. Measuring Devices: To the extent not already in place, Applicants shall install and properly maintain measuring and recording devices as are required by the State and/or Division Engineers for administration of this Decree. To measure water withdrawn from Well No. Aug. 1, the Applicants shall install measuring devices in compliance with the *Rules Governing the Measurement of Ground Water Diversions Located in Water Division No. 3, the Rio Grande Basin*, as promulgated by the State Engineer on June 30, 2005, and any amendments thereto.

24. Accounting Forms: Applicant shall measure diversions and account for operations under this Decree using accounting form(s) acceptable to the Division Engineer, and shall provide summaries of such accounting as requested by the Division Engineer. The accounting forms will list the consumptive use factor for and the amount of water applied to each use of water for which the Division Engineer has approved a non-100% consumptive use factor.

25. Curtailment: Pursuant to C.R.S. § 37-92-305(8), the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

26. Retained Jurisdiction: Pursuant to C.R.S. § 37-92-304(6), the Court shall retain jurisdiction over the change of water rights and plan for augmentation approved herein for a period of five years from the date of this Decree for reconsideration of the question of whether the provisions of this decree are sufficient to prevent material injury to any vested water rights or decreed conditional water rights. The Court's retained jurisdiction may be invoked by any party to this case by the filing of a timely motion or petition with appropriate notice to all parties. The party lodging the petition shall have the burden of going forward to establish the facts alleged in the petition. If this Court finds those facts to be established, Applicant shall bear the burden of proving that (1) any modification sought by Applicant will avoid injury to other appropriators; (2) any modification sought by Objectors is not required to avoid injury to other appropriators; or (3) any term or condition proposed by Applicant in response to any Objector's petition avoids injury to other appropriators.

27. No Precedent Established: This Ruling is the product of compromise and settlement negotiations between the parties hereto and the issues were not actually litigated. Accordingly, nothing in this Ruling shall be construed to preclude any party from litigating, in any different case involving the same or similar issues, any matter determined in this Ruling. The facts of this case are unique and therefore this Ruling

is not intended to be, and shall not be, construed as a binding precedent in other cases now pending or hereafter filed in the District Court for Water Division No. 3.

Dated this 13th day of November, 2017.



Nicolas Sarmiento
Water Referee
Water Division No. 3

STATE OF
COLORADO

McDermott - DNR, Pat <pat.mcdermott@state.co.us>

Fwd: Canon Ditch CU

2 messages

Summit Engineering <summitengco@gmail.com>
To: pat.mcdermott@state.co.us

Thu, Feb 5, 2015 at 1:24 PM

----- Forwarded message -----

From: **Erich Schwiesow** <erich@lsrslaw.com>
Date: Tue, Feb 3, 2015 at 2:12 PM
Subject: Fwd: Canon Ditch CU
To: summitengco@gmail.com

Erich Schwiesow
Lester, Sigmond, Rooney & Schwiesow
P.O. Box 1270
311 San Juan Avenue
Alamosa, Colorado 81101
(719) 589-6626 - telephone number
(719) 589-5555 - fax number

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----- Forwarded Message -----

Subject: Canon Ditch CU
Date: Thu, 22 May 2014 11:52:40 -0600
From: Allen Davey <allen@daveng.com>
To: valdezgravel@aol.com, 'Erich Schwiesow' <erich@lsrslaw.com>

Demetrio, Olive and Erich,

As I understand your request of me, I have performed a conservative estimate of average crop consumptive use on Valdez property irrigated by the Canon Ditch. From the aerial photographs, a copy of which was previously sent to you, I have estimated acres irrigated and the percentage of maximum crop irrigation requirement (CIR).

The assumed maximum crop consumptive use (CU) for alfalfa was 30-inches/year and pasture was 24-inches/year. The calculated annual total crop CU was obtained by multiplying acres irrigated times estimated

Estimated Average Crop Consumptive Use on Valdez Property
Irrigated with Canon Ditch Water

Prepared 5/22/14

A	B	C	D	E	F	G
	Canon Irrigation Ditch			C.U. from Aerial Photos		
Irrigation Year	Total Diversion (af/yr)	Estimate of portion of Diversion Delivered to Valdez (af/yr)	CU @ 50% Irr. Eff. (af/yr)	Estimated Irrigated Acres from Aerial Photo	Estimated % Max CIR	Calculated CU (af/yr)
1982	6,550	718	359	88	60%	132
1983	5,385	590	295	No Photo		178
1984	4,818	528	264	No Photo		224
1985	7,305	801	400	No Photo		270
1986	6,746	740	370	169	75%	317
1987	4,937	541	271	No Photo		317
1988	5,013	550	275	169	75%	317
1989	5,732	628	314	No Photo		205
1990	3,729	409	204	151	25%	94
1991	5,769	633	316	No Photo		125
1992	5,945	652	326	83	75%	155
1993	5,043	553	276	135	50%	169
1994	6,207	681	340	135	40%	135
1995	8,662	950	475	169	60%	253
1996	5,497	603	301	158	60%	236
1997	7,683	842	421	118	60%	177
1998	5,776	633	317	53	60%	79
1999	8,559	938	469	33	100%	82
2000	4,208	461	231	No Photo		55
2001	5,922	649	325	No Photo		27
2002	237	26	13	0	0%	0
2003	3,131	343	172	No Photo		9
2004	4,826	529	265	No Photo		19
2005	5,071	556	278	35	40%	28
2006	5,570	611	305	No Photo		23
2007	4,640	509	254	No Photo		18
2008	5,125	562	281	No Photo		13
2009	3,381	371	185	10	40%	8
2010	4,033	442	221	No Photo		41
2011	3,690	405	202	47	60%	56
Average	5,306	582	291			125

Descriptions of Equation used in above spreadsheet:

Column B = Canon Ditch annual river diversion.

Column C = (233 Valdez shares/1700 total shares) x Column B x 80% canal carrying efficient.

Column D = Column C x 50% irrigation efficiency.

Column E = Estimated irrigated acres obtained from visual interpolation of aerial photo.

Column F = Estimate of % of maximum crop irrigation requirement from visual interpolation of aerial photo.

Column G = Column E x Column F x 2.5. 2.5 feet is maximum assumed crop irrigation requirement for alfalfa.

Linear interpolation between calculated values was used to fill in values for years where no aerial photos were available.

Structure Name: CANON IRRIGATING D
WDID : 2200524
Source: CONEJOS RIVER

Location: Q10 Q40 Q160 Section Twtnshp Range PM
31 33 N 8 E N

CIU: A

Distance from section lines: From N/S line: From E/W line:
UTM Coordinates (NAD 83): Northing (UTM y): 4100716.2 Easting (UTM x): 397694.8 GPS
Latitude/Longitude (decimal degrees): 37.0471 -106.1505

Measuring Device/Recorder: 5 FT STEEL PARSH*

NOTE - DWR is not required to track ownership. This data is provided for assistance only and may not reflect actual ownership.
Name: QUINLAN, WAYNE

Association Type: OTHER

Address(s):

Type	Address	City	State	ZIP	Country	Primary
Other	PO BOX 277	ANTONITO	CO	81120	UNITED STATES	<input checked="" type="checkbox"/>

Contact Number(s):

Type	Country	Code	Phone Number	Extension	Primary
HOME	US		(719) 376-5763		<input type="checkbox"/>

Comments: PRESIDENT

Water Rights Summary

Total Decreed Rate(s):	Abs.:	42.6760	Cond.:	0.0000	AP/EX abs:	0.0000	AP/EX cond:	0.0000
Total Decreed Volume(s):	Abs.:		Cond.:		AP/EX abs:		AP/EX cond:	

Water Rights -- Transactions

Seq. #	Case Number	Adjudication Date	Appropriation Date	Admin. Number	O #	Priority Number	Max Rate (CFS)	Total Vol (AF)	Adj. Type	Uses	Comments
4	91CW0014	10/22/1883	4/15/1857	2662.00000	2	2	42.676		O,TF	1	TT ACTUAL HISTORIC HEADGATE LOCATI
3	91CW0014	10/22/1883	4/15/1857	2662.00000	2	2	42.676		O,TT	18	DOMESTIC USE NOT IN ORIGINAL TABULA OF THIS WATER RIGHT
2	89CW0051	10/22/1883	4/15/1857	2662.00000	2	2	0.214		O,TF	1	
1	10/22/1883	10/22/1883	4/15/1857	2662.00000	2	2	42.89		O	1	SEE 84CW96 FOR APD CONDITION

Diversion Summary in Acre-Feet - Total Water through Structure

IYR	FDU	LDU	DWC	Max Q	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Total
1950	04/09	06/30	83	30	0	0	0	0	0	634	1170	1408	0	0	0	0	3213
1951	05/09	06/28	47	40	0	0	0	0	0	0	1285	2122	0	0	0	0	3408
1952	04/19	10/31	177	45	0	0	0	0	0	297	2568	2677	2082	1090	162	271	9152
1953	04/21	06/28	63	56	0	0	0	0	0	729	1388	2475	0	0	0	0	4594
1954	04/14	06/21	69	42	0	0	0	0	0	1305	2582	1666	0	0	0	0	5554
1955	05/02	06/28	54	42	0	0	0	0	0	0	2142	2332	0	0	0	0	4475
1956	04/26	06/25	61	42	0	0	0	0	0	347	2582	1945	0	0	0	0	4875
1957	04/15	08/24	132	57	0	0	0	0	0	565	2098	2449	1678	547	0	0	7339
1958	04/27	07/04	69	59	0	0	0	0	0	63.5	2162	2893	259	0	0	0	5379
1959	05/01	07/29	62	42	0	0	0	0	0	0	2158	2499	29.8	0	0	0	4687
1960	04/09	07/16	99	60	0	0	0	0	0	983	2661	2322	1090	0	0	0	7059
1961	04/21	06/30	71	45	0	0	0	0	0	767	2564	1568	0	0	0	0	4901
1962	04/18	07/17	91	42	0	0	0	0	0	541	2009	1876	539	0	0	0	4967
1963	05/04	06/10	38	42	0	0	0	0	0	0	2328	789	0	0	0	0	3118
1964	05/13	08/20	48	42	0	0	0	0	0	0	1561	1709	0	573	0	0	3844
1965	04/22	08/17	118	43	0	0	0	0	0	646	2554	2558	1106	285	0	0	7153
1966	04/16	08/07	85	42	0	0	0	0	0	247	2364	1838	190	130	0	0	4772
1967	05/08	08/10	84	42	0	0	0	0	0	0	1935	2352	1007	289	0	0	5586
1968	05/02	08/16	99	43	0	0	0	0	0	0	2404	2366	1059	253	0	0	6083
1969	04/25	08/25	123	43	0	0	0	0	0	337	2437	1719	1765	904	0	0	7164
1970	05/07	10/05	95	43	0	0	0	0	0	0	2023	2235	967	0	769	79.3	6075
1971	04/09	07/26	94	42	0	0	0	0	0	710	2396	2499	1604	0	0	0	7210
1972	04/11	10/25	73	42	0	0	0	0	0	1098	2582	1517	0	0	0	347	5546
1973	04/26	08/15	102	43	0	0	0	0	0	214	2433	2292	1346	650	0	0	6938
1974	04/26	08/10	77	43	0	0	0	0	0	267	2489	2495	341	436	0	0	6030
1975	04/23	07/27	94	46	0	0	0	0	0	265	1959	2400	1650	0	0	0	6276

IYR	Comment Type	Not Used Code	Diversion Comments Comments
1964	Diversion		
1965	Diversion		
1966	Diversion		
1967	Diversion		
1968	Diversion		
1969	Diversion		
1970	Diversion		
1971	Diversion		
1972	Diversion		
1973	Diversion		
1974	Diversion		
1975	Diversion		
1976	Diversion		
1977	Diversion		
1978	Diversion		
1979	Diversion		
1980	Diversion		
1981	Diversion		
1982	Diversion		
1983	Diversion		
1984	Diversion		
1985	Diversion		
1986	Diversion		
1987	Diversion		
1988	Diversion		
1989	Diversion		
1990	Diversion		
1991	Diversion		406 ACRE FEET OF DIRECT FLOW RESERVOIR RAN IRRIGATED 55 ACRES HAY MEADOW, 457 ACRES ALFALFA, 843 ACRES PASTURE.
1992	Diversion		
1993	Diversion		47.6 ACRE FEET PROJECT RESERVOIR WATER RAN, 60 ACRE FEET DIRECT FLOW WATER RAN. IRRIGATED 55 ACRES HAY MEADOW, 457 ACRES ALFALFA, 843 ACRES PASTURE.
1994	Diversion		
1995	Diversion		
1996	Diversion		
1997	Diversion		IRRIGATED 55 ACRES HAY MEADOW, 497 ACRES ALFALFA, 803 ACRES PASTURE. STORED 748 AF. DIRECT FLOW WATER AND RAN 640 AF.
1998	Diversion		
1999	Diversion		IRRIGATED 55 ACRES HAY MEADOW, 497 ACRES ALFALFA, 803 ACRES PASTURE. DIRECT FLOW WATER RECORDED UNDER PLATORO ID. 3574.
2000	Diversion		IRRIGATED 55 ACRES HAY MEADOW, 497 ACRES ALFALFA, 803 ACRES PASTURE.
2001	Diversion		IRRIGATED 55 ACRES HAY MEADOW, 497 ACRES ALFALFA, 803 ACRES PASTURE.
2002	Diversion	No water available	IRRIGATED 200 ACRES PASTURE.
2003	Diversion		IRRIGATED 55 AC HAY MEADOW, 497 AC ALFALFA, 803 AC PASTURE. 216 AF DFS WATER RAN IN HEADS MILL ID 554. 60AF DFS WATER RAN IN SAN JUAN SAN RAFAEL ID 624.
2004	Diversion		IRR 55 AC HAY MEADOW, 497 AC ALFALFA, 803 AC PASTURE. 211.6 AF DFS RAN IN HEADS MILL ID 554. 873.5 AF DFS RAN IN SAN JUAN SAN RAFAEL ID 624. 40.5 AF DFS RAN IN SAN RAFAEL
2005	Diversion		IRR 55 AC HAY MEADOW, 497 AC ALFALFA, 803 AC PASTURE. 168.8 AF DFS RAN IN HEADS MILL ID 554. 273.5 AF DFS RAN IN SAN JUAN SAN RAFAEL ID 624.
2006	Diversion		IRRIGATED ACRES INCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. 205.3 AF DFS RAN IN HEADS MILL ID 554. 834.1 AF DFS RAN IN SAN JUAN SAN RAFAEL ID 624.
2007	Diversion		IRRIGATED ACRES INCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. 205.3 AF DFS RAN IN HEADS MILL ID 554. 834.1 AF DFS RAN IN SAN JUAN SAN RAFAEL ID 624.
2009	Diversion		1360 ACRES IRRIGATED NCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. DFS RAN IN HEADS MILL ID 554. SAN JUAN SAN RAFAEL ID 624.
2010	Diversion		1360 ACRES IRRIGATED NCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. DFS RAN IN HEADS MILL ID 554. SAN JUAN SAN RAFAEL ID 624.
2011	Diversion		1360 ACRES IRRIGATED NCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. DFS RAN IN SAN JUAN SAN RAFAEL ID 624.

Structure Name: CANON IRRIGATING D

WDID : 2200524

Diversion Summary in Acre-Feet - Total Water through Structure

IYR	FDU	LDU	DWC	Max Q	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Total
1976	04/10	07/05	81	45	0	0	0	0	0	626	2082	2362	388	0	0	0	5461
1977	05/02	06/01	13	42	0	0	0	0	0	0	920	83.3	0	0	0	0	1004
1978	05/13	07/05	54	43	0	0	0	0	0	0	1507	2392	357	0	0	0	4257
1979	04/20	07/15	87	45	0	0	0	0	0	666	2497	2407	1267	0	0	0	6839
1980	05/06	07/15	71	43	0	0	0	0	0	0	1416	2350	1041	0	0	0	4808
1981	04/29	06/19	33	40	0	0	0	0	0	148	908	1507	0	0	0	0	2565
1982	04/15	08/31	94	40	0	0	0	0	0	644	2390	2122	1015	376	0	0	6550
1983	04/26	07/20	84	40	0	0	0	0	0	277	1876	2259	971	0	0	0	5385
1984	05/08	07/21	75	43	0	0	0	0	0	0	1447	2152	1217	0	0	0	4818
1985	04/16	09/22	157	46	0	0	0	0	0	654	1600	2320	1475	737	515	0	7305
1986	04/07	09/29	134	42	0	0	0	0	0	601	1993	1969	1735	0	446	0	6746
1987	05/01	07/18	79	51	0	0	0	0	0	0	1497	2409	1029	0	0	0	4937
1988	04/30	08/08	71	47.25	0	0	0	0	0	29.8	1721	2357	428	476	0	0	5013
1989	04/14	07/27	80	43	0	0	0	0	0	1096	2475	2090	69.4	0	0	0	5732
1990	05/11	08/10	57	42	0	0	0	0	0	0	1739	1884	73.4	31.7	0	0	3729
1991	04/18	09/12	102	42	0	0	0	0	0	1082	1876	2062	477	132	136	0	5769
1992	05/02	09/19	91	66.5	0	0	0	0	0	0	2318	2106	313	765	440	0	5945
1993	05/05	08/22	90	42	0	0	0	0	0	0	1789	2140	977	136	0	0	5043
1994	11/01	09/17	128	42	480	0	0	0	0	79.3	2185	2300	720	221	218	0	6207
1995	11/01	09/14	192	42	476	190	0	0	0	265	2318	1894	1307	1856	353	0	8662
1996	11/01	09/19	115	42	261	0	0	0	0	1237	2169	918	538	321	50.6	0	5497
1997	04/28	10/31	151	42	0	0	0	0	0	178	1898	1920	1997	956	438	294	7683
1998	11/01	10/31	120	42	491	0	0	0	0	0	1925	2017	1064	176	0	99.2	5776
1999	11/02	09/25	221	42	624	158	0	0	162	581	1808	1846	1884	1053	438	0	8559
2000	11/01	08/20	112	48.8	287	0	0	0	0	622	1838	1149	154	154	0	0	4208
2001	04/19	08/19	83	43	0	0	0	0	0	410	2542	2429	341	197	0	0	5922
2002	05/30	06/17	15	11.9	0	0	0	0	0	0	33.7	202	0	0	0	0	237
2003	05/16	09/15	53	42	0	0	0	0	0	0	1235	1491	115	0	287	0	3131
2004	11/28	10/23	129	62	29.8	69.4	0	0	0	69.4	1693	1321	246	36.4	913	445	4826
2005	05/06	10/25	99	42.7	0	0	0	0	0	0	1837	2004	699	255	98.0	175	5071
2006	04/15	10/30	133	42	0	0	0	0	0	863	1855	789	643	230	188	999	5570
2007	04/30	08/12	94	42.8	0	0	0	0	0	39.7	1752	1299	814	733	0	0	4640
2008	05/02	07/21	81	43	0	0	0	0	0	0	1785	1675	1664	0	0	0	5125
2009	04/27	07/09	74	42.7	0	0	0	0	0	198	1783	1090	307	0	0	0	3381
2010	04/27	07/14	63	42.9	0	0	0	0	0	238	2300	1408	85.7	0	0	0	4033
2011	05/15	07/05	55	42.8	0	0	0	0	0	0	1368	1845	476	0	0	0	3690
2012	04/02	06/05	60	42.7	0	0	0	0	0	1188	1713	392	0	0	0	0	3295
<i>Minimum</i>				11.9	0	0	0	0	0	0	33.7	83.3	0	0	0	0	236
<i>Maximum</i>				66.5	624	190	0	0	162	1305	2661	2893	2082	1856	913	999	9151
<i>Average</i>				43.842	42.1	6.64	0	0	2.58	346	1951	1904	676	222	86.6	43.1	5282

Diversion Comments

IYR	Comment Type	Not Used Code	Comments
1950	Diversion		
1951	Diversion		
1952	Diversion		
1953	Diversion		
1954	Diversion		
1955	Diversion		
1956	Diversion		
1957	Diversion		
1958	Diversion		
1959	Diversion		
1960	Diversion		
1961	Diversion		
1962	Diversion		
1963	Diversion		

30

22052117

Hwy 17

Quinlan

CR E.S

CR 125

Cell 2
Pebbles from
Quinlan

31
Redridge pit

33.0N 9.0E

Dry up
area

proposed new
wells

Existing
valdez pit

W/O 2205186

"Sawmill Well"

100 gpm 1964

5312-F 150' deep

W-953 #2

Rusty
spur

610x

Arbuckle
Coal

US 285

29

2205972

Sawmill
Well

2205451

32

2205182

BATCH PLANT
WELL

US 285

Arbuckle
San



2013 Photo

WELL LOCATIONS & RECHARGE PIT

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of _____, 2017, a true and correct copy of the foregoing *Report and Ruling of the Referee* was served electronically via _____ properly addressed to the following:

Kevin Rein
State Engineer
1313 Sherman Street, Room 818
Denver, CO 80203

Craig W. Cotten
Division Engineer
P. O. Box 269
Alamosa, CO 81101

Conejos Water Conservancy District
c/o Richard J. Mehren
Moses, Wittemyer, Harrison, and Woodruff, P.C.
P.O. Box 1440
Boulder, CO 80306-1440

Gordon J. Bosa
P.O. Box 58
Alamosa, CO 81101

By: _____
Clerk of Court or Judicial Assistant

DIVERSION ANALYSIS FOR: CANON IRRIGATING DITCH

Share Owner: Robins Case No. ~~15CW9822~~
Date: 4/27/16 **15CW3012**

Surface Rights: The Canon Irrigating Ditch has a total of 1800 shares
The water right is decreed for 42.89 cfs less 0.214 cfs for 89CW51 = 42.676 cfs
30 shares / 1800 shares = 1.87%

Enter number of shares owned: **30**
Expected Robins diversion @ main headgate: **86** af
Expected Robins available at farm: **43** af
Distance from Headgate to Farm: **9 miles**
Estimated ditch loss to Valdez farm: **50%**

A	B	C	D	E	F	G	H	I	J	K
Year	Total DWC	Maximum flow (cfs)	Irr Season Beneficial Div (Apr - Oct) (af)	Historic Canon Ditch Diversions (acre-feet)						
				Apr	May	Jun	Jul	Aug	Sep	Oct
1968	99	43	6083	0	2404	2366	1059	254	0	0
1969	123	43	7164	337	2438	1720	1765	904	0	0
1970	95	43	6075	0	2023	2235	968	0	770	79
1971	94	42	7210	710	2396	2499	1605	0	0	0
1972	73	42	5546	1099	2583	1517	0	0	0	347
1973	102	43	6939	214	2434	2293	1347	651	0	0
1974	77	43	6029	268	2489	2495	341	436	0	0
1975	94	46	6276	266	1960	2400	1650	0	0	0
1976	81	45	5461	627	2083	2362	389	0	0	0
1977	13	42	1003	0	920	83	0	0	0	0
1978	54	43	4256	0	1507	2392	357	0	0	0
1979	87	45	6838	666	2497	2408	1267	0	0	0
1980	71	43	4807	0	1416	2350	1041	0	0	0
1981	33	40	2564	149	908	1507	0	0	0	0
1982	94	40	6550	645	2390	2122	1016	377	0	0
1983	84	40	5385	278	1876	2259	972	0	0	0
1984	75	43	4818	0	1448	2152	1218	0	0	0
1985	157	46	7307	655	1601	2321	1476	738	516	0
1986	134	42	6746	601	1993	1970	1736	0	446	0
1987	79	51	4937	0	1498	2410	1029	0	0	0
1988	71	47	5013	30	1722	2357	428	476	0	0
1989	80	43	5732	1097	2475	2091	69	0	0	0
1990	57	42	3729	0	1740	1884	73	32	0	0
1991	102	42	5768	1083	1876	2063	477	133	136	0
1992	91	67	5944	0	2319	2106	313	766	440	0
1993	90	42	5043	0	1789	2140	978	136	0	0
1994	128	42	5727	79	2186	2301	721	222	218	0
1995	192	42	7996	286	2319	1894	1307	1857	353	0
1996	115	42	5236	1238	2170	918	538	321	51	0
1997	151	42	7684	179	1898	1920	1997	956	439	295
1998	120	42	5283	0	1926	2017	1064	177	0	99
1999	221	42	7612	581	1809	1847	1884	1053	438	0
2000	112	49	3920	623	1839	1150	154	154	0	0
2001	83	43	5924	411	2543	2430	342	198	0	0
2002	15	12	237	0	34	203	0	0	0	0
2003	53	42	3132	0	1236	1492	116	0	288	0
2004	129	62	4726	69	1693	1321	247	36	914	446
2005	99	43	5072	0	1837	2005	700	256	98	176
2006	133	42	5571	864	1855	789	644	231	188	1000
2007	94	43	4640	40	1752	1300	814	734	0	0
2008	81	43	5125	0	1785	1676	1684	0	0	0
2009	74	43	3380	198	1784	1091	307	0	0	0
2010	63	43	4033	238	2301	1408	86	0	0	0
2011	55	43	3690	0	1369	1845	476	0	0	0
2012	60	43	3296	1189	1714	393	0	0	0	0
2013	28	42	1778	0	1254	524	0	0	0	0
1968-13 Min	13	12	237	0	34	83	0	0	0	0
1968-13 Max	221	67	7996	1238	2583	2499	1997	1857	914	1000
1968-13 Avg	92	43	5158	320	1872	1805	753	241	115	53
Avg for 30 shares			86.0	5.3	31.2	30.1	12.5	4.0	1.9	0.9
@prop with loss			43.0	2.7	15.8	15.0	6.3	2.0	1.0	0.4

B = Days Water Carried in the ditch (whole calendar year)

C = Maximum diversion rate in cfs during that year

D = Total annual diversion into the canal

E - K = Historic Monthly Diversions by Canon Ditch

2.1. Rio Grande Canal

Crestone View Farms has 15 shares of Rio Grande Canal water on the NW¼ of Section 11, Township 41 North, Range 7 East, N.M.P.M. and 10 shares of Rio Grande Canal water on each of the other five circles. The Rio Grande Canal takes water from the Rio Grande River in Water District No. 20 from structure No. 812. The Rio Grande Canal delivers water to the west side of the property from which a series of farm canals allow the water to be delivered to each of the quarter sections.

The Rio Grande Canal has 7152.825 total shares. Crestone View Farms owns 65 shares on the six quarter sections analyzed in this study. A conveyance efficiency of 67% was assumed since the farm head gate is 15.6 miles from the river head gate. This amount is in line with values that have been reported for the canal and assumed for the canal in prior change in water right evaluations. This value is also in line with the conveyance efficiency curves reported for the Rio Grande Decision Support System (Bethel, Ross and Erin Wilson, Leonard Rice Consulting Water Engineers, June 17, 2002, "Rio Grande Historic Crop Consumptive Use - Ditch System Efficiencies", Rio Grande Decision Support System Final Memorandum) for this ditch system length in sandy soils.

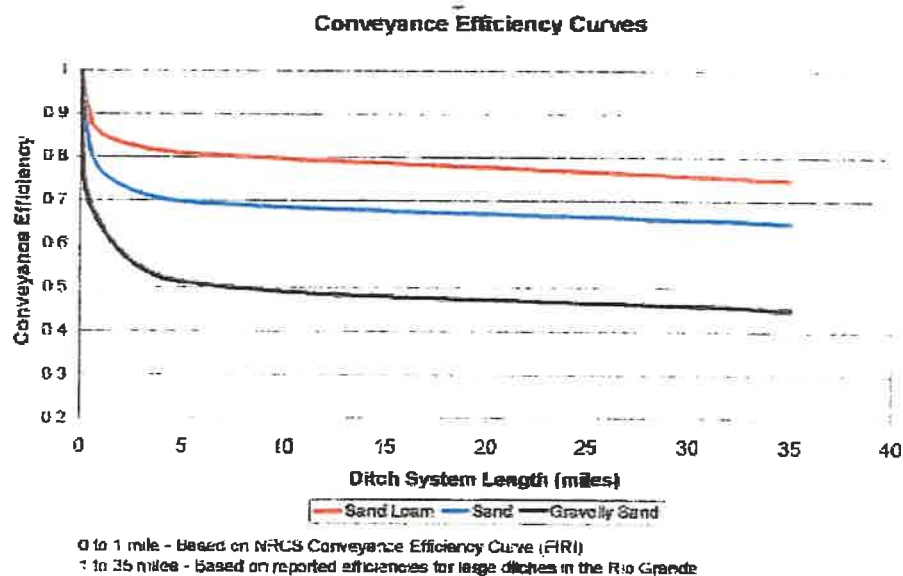


Figure 3. Conveyance Efficiency Curves

Structure Name: CANON IRRIGATING D

WDID : 2200524

IYR	Comment Type	Not Used Code	<i>Diversion Comments</i> Comments
2012	Diversion		1360 ACRES IRRIGATED NCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. DFS RAN IN SAN JUAN SAN RAFAEL ID 624.

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION 3
STATE OF COLORADO

FILED IN DISTRICT COURT
WATER DIVISION 3
STATE OF COLORADO

NOV 20 1975

CASE NO. W- 953

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF IUBE GEORGE)
AND SARAH GEORGE, AS TENANTS IN)
COMMON, AN UNDIVIDED $\frac{1}{4}$ INTEREST)
EACH; AND GUSTAVE A. GONNELL AND)
FRIEDA J. GONNELL, AS JOINT)
TENANTS WITH RIGHT OF SURVIVOR-)
SHIP AND NOT AS TENANTS IN)
COMMON, AN UNDIVIDED $\frac{1}{4}$ INTEREST)
EACH)

CARLA R. SHAWCROFT
WATER CLERK
JUDGMENT AND DECREE
ADJUDICATING
WATER RIGHT

IN CONEJOS

COUNTY

WELL NO. 2 W-953.

THIS MATTER came on to be heard this day upon the Referee's Ruling. The Court finds that the application for adjudication herein was filed on May 26, 19 72 that the Referee's Ruling granting the hereinafter described water right to applicant was entered on the 21st day of October, A.D. 19 75 and served as provided by law; that no protest has been filed and that the time for filing protests has expired; and that the Ruling of the Referee should be confirmed and approved and a water right granted.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Ruling of the Referee herein be, and the same hereby is confirmed and approved and that the applicant is hereby granted the indicated water right and priority as follows:

1. Applicant's name and address: Iube George, P. O. Box 667, Antonito, CO 81120 and Sarah George, P. O. Box 276, Antonito, CO 81120, as Tenants in Common, an Undivided $\frac{1}{4}$ Interest each; and Gustave A. Gonnell and Frieda J. Gonnell, P. O. Box 488, Antonito, CO 81120, as Joint Tenants with Right of Survivorship and not as Tenants in Common, an Undivided $\frac{1}{4}$ Interest each.

2. Name or designation of well:

Well No. 2.

Registration No. 5312-F.

3. Location of well and point of diversion:

NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, Township 33 North, Range 9 East, NMPM, at a point 808 feet from West Section line and 2025 feet from South Section line, in Conejos County, Colorado.

4. Alternate points of diversion, if any:

None.

DEPTH 150'
CASING SIZE 12" E 10"
PERFORATIONS 75'-150'

5. Type of beneficial use:

Commercial.

6. Amount and source and means of diversion:


100 gallons per minute, being .223 cubic feet of water per second of time, being .446 acre feet of water in a period of twenty-four hours, from ~~(SANDHOLE)~~ (unconfined) aquifer.

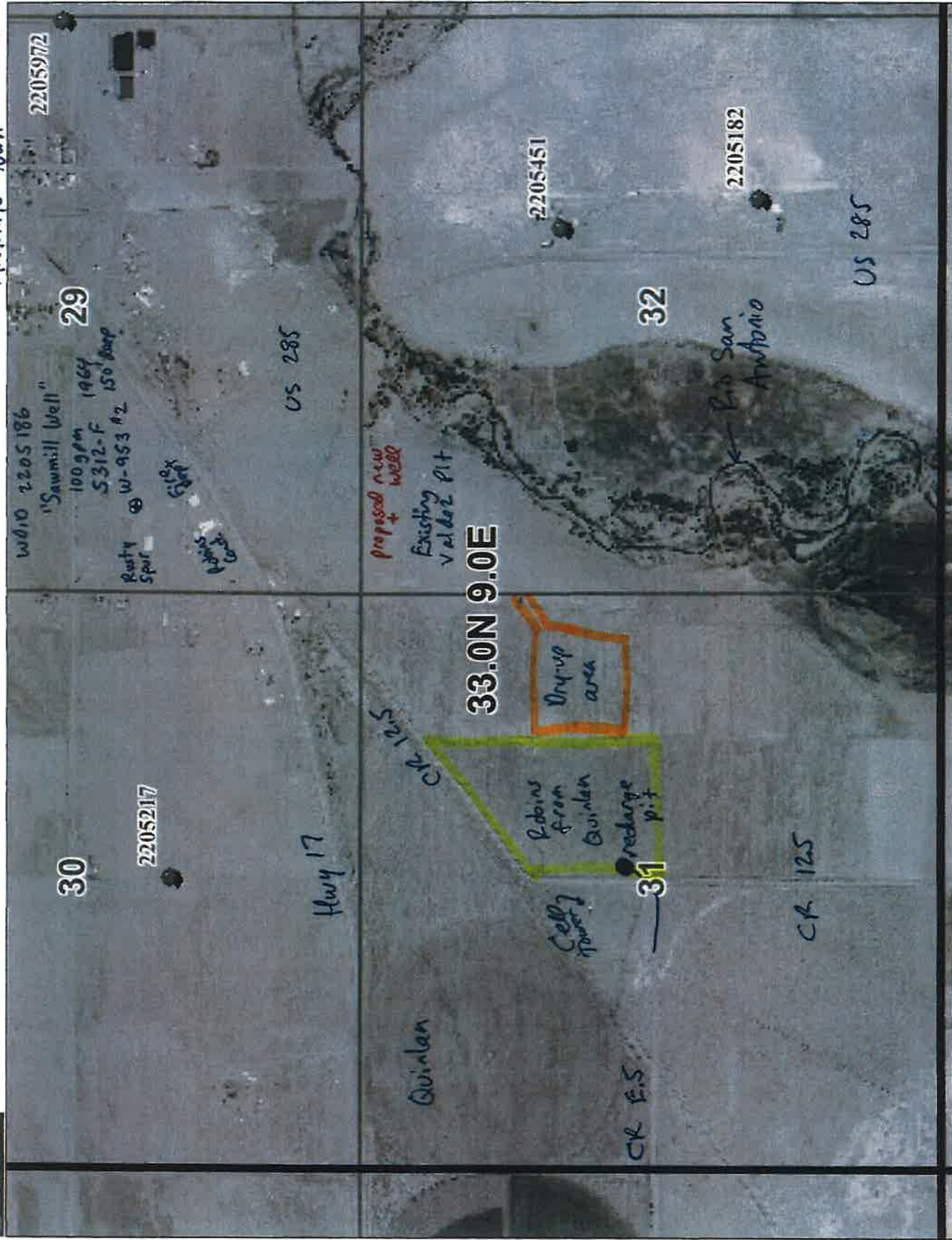
7. Priority date of appropriation:

April 1, 1964.

8. That said well may be used as an alternate point of diversion for the following surface water rights: Not applied for.

Done and signed in open Court this 20th day of November A.D. 197 5.


Donald G. Smith, Water Judge



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2013 photo



Scale 1 : 14,400

1" = 1,200.0 ft

15CW3012 Robins

Summit Eng
report excerpt
3/19/2015

Share Calculations

Preliminary Data & Assumptions

Allotted Flow-Rate of Canon Ditch = 42.68 cfs ✓

Total Shares Owned of Canon Ditch = 1800 shares (# supplied by SEO) ✓

Total Shares of Canon Ditch owned by Demetrio Valdez = 239 shares (# supplied by SEO)

50% transit
50% app. Average head-gate diversion for Canon Ditch = 3000 acre-ft/year (Conservative) ✓

Total infiltration loss in transition between head gate & Valdez property = 50% ✓

Total infiltration loss in application at crop = 50% ✓

Yearly volume requirement for Robins augmentation well = 10 acre-ft ← his target

Maximum Flow-Rate Allotment @ Head-gate for 239 shares owned by Demetrio Valdez

✓ Percentage of shares owned by Demetrio Valdez = $239 / 1800 = 13.3\%$

Total Flow-Rate = $13.3\% * 42.68 \text{ cfs} = 5.68 \text{ cfs}$

Average consumptive use of shares owned by Demetrio Valdez

Actually 5158 af

Yearly Volume Per Share & Gate: $3000 \text{ ac-ft/yr} / 1800 \text{ shares} = 1.67 \text{ ac-ft/yr/share}$ ✓

Yearly Received Volume Per Share: $1.67 \text{ ac-ft/yr/share} * 50\% \text{ trans. Loss} = 0.835 \text{ ac-ft/yr/share}$

Yearly Volume for Demetrio's Shares: $239 \text{ shares} * 0.835 \text{ ac-ft/yr/share} = 199 \text{ ac-ft/yr}$

Yearly Maximum Consumptive Use for Demetrio's Shares

$199.5 \text{ ac-ft/yr} * 50\% \text{ applic. Loss} = 99.8 \text{ acre-ft (for 239 shares)}$ ✓

Average Consumptive Use per share at Demetrio's Property

$99.8 \text{ acre-ft} / 239 \text{ shares} = 0.418 \text{ acre-ft / share}$ ✓

Number of Shares required for consumptive-use volume for Robins augmentation well

$10 \text{ ac-ft} / 0.418 \text{ acre-ft/share} = 23.9 \rightarrow 24 \text{ shares (minimum)}$

To be conservative, 30 shares will be purchased by Mr. Robins.

Total Consumptive Use for Robins purchase shares

$0.418 \text{ acre-ft / share} * 30 \text{ shares} = 12.54 \text{ acre-ft}$

Summit's way to get 30 shares of Canon purchased.

$$\frac{5158 \text{ af}}{1800 \text{ shares}} = 2.87 \text{ af/share @ main headgate}$$

$$1.43 \text{ af/share @ farm (assume 50\% loss)}$$

Acreage Calculations

Preliminary Data & Assumptions

Shares owned by Robins = 30

Consumptive use for 30 shares owned by Robins = 12.54 acre-ft

Average historical consumptive use for 20 acre parcel owned by Robins = 10.4 acre-ft

Average historical consumptive use for 68 acre parcel owned by Robins = 30.6 acre-ft

Consumptive plant usage was estimated to be 0.77 ft/year based on the average yearly consumptive total for 1 cutting of alfalfa (27.8in/3) supplied by NRCS.

Irrigated acreage to be taken out of use

Consumptive use for 30 shares owned by Robins = 12.54 acre-ft

(12.54ac-ft / 0.77ft \approx 16.3 acres of historically irrigate farm land)

Historical use for 20 acre parcel owned by Robins = 10.4 acre-ft

All 20 acres of this parcel shall be taken out of use for a total of 10.4 acre-ft consumptive use reduction in irrigation.

Historical use for 68 acre parcel owned by Robins & Valdez = 30.6 acre-ft

Usage remaining after subtracting 20-acre parcel = $30.6 - 10.4 = 20.2$ acre-ft

Ratio of total land versus consumptive use per acre = $20.2\text{ac-ft}/48\text{acres} = 0.42\text{ac-ft/acre}$

Amount of consumptive use remaining to be taken out of use = $12.54 - 10.4 = 2.14$ acre-ft

Remaining acreage to be taken out of use = $2.14\text{ac-ft} / 0.42\text{ac-ft/acre} = 4.510$ acres

See Below.

Check overall parcel:

$12.54 \text{ acre-ft} / 30.6 \text{ acre-ft} = 0.41$

$0.41 * 68 \text{ acres} = 27.9 \text{ acres (Governs)}$

$27.9 \text{ acres} - 20 \text{ acres} = 7.9 \approx 8 \text{ acres}$

In total, a minimum of 28 acres shall be taken out of use for a total 12.54 acre-ft reduction in irrigated land consumptive use. All 20 acres of the Robins-owned Parcel shall be taken out of use, and an additional 8 acres outside of the 20-acre parcel shall be taken out of use.

Prepared By:
Summit Engineering Co
January 2015
JN: 4907

Robins-Valdez: Estimated historical consumptive water usage associated with the Cañon Ditch, Conejos County, CO										
Year	20 Acre Parcel			68 Acre Parcel (incl. 20 acre parcel)			226 Acre Parcel (incl. 20 acre parcel)			
	Estimated Alfalfa Cultivation Area (Acres)	Estimated Plant Usage ¹ (acre-ft)	Estimated Consumptive Usage ² (acre-ft)	Estimated Alfalfa Cultivation Area (Acres)	Estimated Plant Usage ¹ (acre-ft)	Estimated Consumptive Usage ² (acre-ft)	Estimated Alfalfa Cultivation Area (Acres)	Estimated Plant Usage ¹ (acre-ft)	Estimated Consumptive Usage ² (acre-ft)	
1982	10.0	7.7	15.6	13.0	10.0	20.2	140.0	107.8	215.8	
1983(NP)	11.5	8.9	17.9	24.8	19.1	38.3	155.0	119.4	238.9	
1984(NP)	13.0	10.0	20.2	36.5	28.1	56.3	170.0	130.9	262.0	
1985(NP)	14.5	11.2	22.5	48.3	37.2	74.3	185.0	142.5	285.1	
1986	16.0	12.3	24.8	60.0	46.2	92.6	200.0	154.0	308.2	
1987(NP)	14.5	11.2	22.5	53.0	40.8	81.8	160.0	123.2	246.6	
1988	13.0	10.0	20.2	46.0	35.4	71.0	120.0	92.4	185.0	
1989(NP)	11.5	8.9	17.9	41.0	31.6	63.3	105.0	80.9	161.9	
1990	10.0	7.7	15.6	36.0	27.7	55.6	90.0	69.3	138.8	
1991(NP)	11.5	8.9	17.9	32.0	24.6	49.4	100.0	77.0	154.2	
1992	13.0	10.0	20.2	28.0	21.6	43.3	110.0	84.7	169.6	
1993	12.0	9.2	18.6	24.0	18.5	37.1	80.0	61.6	123.4	
1994	15.0	11.6	23.3	46.0	35.4	71.0	80.0	61.6	123.4	
1995	12.0	9.2	18.6	30.0	23.1	46.4	140.0	107.8	215.8	
1996	8.0	6.2	12.5	30.0	23.1	46.4	100.0	77.0	154.2	
1997	4.0	3.1	6.3	20.0	15.4	31.0	70.0	53.9	108.0	
1998	4.0	3.1	6.3	15.0	11.6	23.3	50.0	38.5	77.2	
1999	4.0	3.1	6.3	7.0	5.4	10.9	150.0	115.5	231.2	
2000	0.0	0.0	0.2	0.0	0.0	0.2	20.0	15.4	31.0	
2001	0.0	0.0	0.2	0.0	0.0	0.2	0.0	0.0	0.2	
2002(NP)	0.0	0.0	0.2	0.0	0.0	0.2	5.0	3.9	7.9	
2003(NP)	0.0	0.0	0.2	0.0	0.0	0.2	10.0	7.7	15.6	
2004(NP)	0.0	0.0	0.2	0.0	0.0	0.2	15.0	11.6	23.3	
2005	0.0	0.0	0.2	0.0	0.0	0.2	20.0	15.4	31.0	
2006(NP)	0.3	0.3	0.7	0.3	0.3	0.7	15.0	11.6	23.3	
2007(NP)	0.7	0.5	1.2	0.7	0.5	1.2	20.0	15.4	31.0	
2008	1.0	0.8	1.7	1.0	0.8	1.7	23.7	10.5	21.2	
2009	0.0	0.0	0.2	0.0	0.0	0.2	7.3	5.6	11.5	
2010(NP)	0.0	0.0	0.2	0.0	0.0	0.2	1.0	0.8	1.7	
2011(NP)	0.0	0.0	0.2	0.0	0.0	0.2	20.0	15.4	31.0	
2012	0.0	0.0	0.2	0.0	0.0	0.2	10.0	7.7	15.6	
2013	0.0	0.0	0.2	0.0	0.0	0.2	0.0	0.0	0.2	
AVG	6.65	5.12	10.4	19.8	15.2	30.6	77.6	59.7	119.6	

¹ Consumptive plant usage was estimated to be 0.77 ft/year based on the average yearly consumptive total for 1 cutting of alfalfa (27.8in/3) supplied by NRCS and included herewith.

² Total consumptive use takes into account a yearly 0.081ft ET loss, and assumes a 50% infiltration transition loss from source of water.³

³ 50% Transitional loss based on conveyance efficiency curve for the Rio Grande Canal (7 miles from headgate) attached herewith

⁴ For years where no photograph was readily available, linear interpolation was utilized between the most recent respectively photographed years. (NP=No Photo) (italic)



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3/19/2015

Consumptive-Use Background Information
Conveyance Efficiency Curve (Rio Grande Canal) (Similar)
Pan Evaporation Values For Location
Typical consumptive-use & ET values for usual crops

2.1. Rio Grande Canal

Crestone View Farms has 15 shares of Rio Grande Canal water on the NW¼ of Section 11, Township 41 North, Range 7 East, N.M.P.M. and 10 shares of Rio Grande Canal water on each of the other five circles. The Rio Grande Canal takes water from the Rio Grande River in Water District No. 20 from structure No. 812. The Rio Grande Canal delivers water to the west side of the property from which a series of farm canals allow the water to be delivered to each of the quarter sections.

The Rio Grande Canal has 7152.825 total shares. Crestone View Farms owns 65 shares on the six quarter sections analyzed in this study. A conveyance efficiency of 67% was assumed since the farm head gate is 15.6 miles from the river head gate. This amount is in line with values that have been reported for the canal and assumed for the canal in prior change in water right evaluations. This value is also in line with the conveyance efficiency curves reported for the Rio Grande Decision Support System (Bethel, Ross and Erin Wilson, Leonard Rice Consulting Water Engineers, June 17, 2002, "Rio Grande Historic Crop Consumptive Use - Ditch System Efficiencies", Rio Grande Decision Support System Final Memorandum) for this ditch system length in sandy soils.

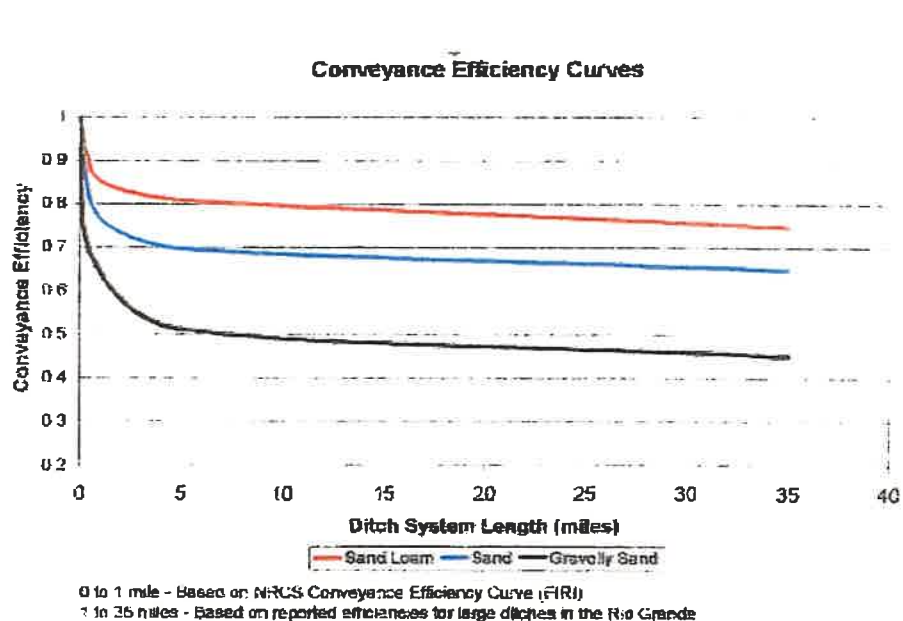


Figure 3. Conveyance Efficiency Curves

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* First line of data in the table for each station is mean evaporation in inches; second line is the number of years of record per month; and third line is the coefficient of variation in percent (computed only when there are 10 years or more of record during 1956-1970).

Insufficient data between 1956-70 to compute the coefficient of variation. For several California stations other years were used, but only annual or May-October coefficients were computed.

Consumptive Use (Monthly ET)													
Based Primarily on Blaney - Criddle San Luis Valley Floor (Alamosa Weather Station Updated through 2002)													
Crop	Plant - Harvest Dates	March	April	May	June	July	Aug	Sept	Oct	Nov	Cons. Use	Season Total Eff. PPT	
Spring Wheat / Oats	April 10 - August 30												
Average Daily ET			0.6	3.3	6.6	6.3	1.6					18.4	
Peak Daily ET inches			0.0	0.11	0.22	0.20	0.05						
Effective ppt			0.1	0.22	0.22	0.35	0.33					1.3	
Winter Wheat	October 1 - August 15												
Average Daily ET		0.4	1.6	4.2	6.3	4.3	0.5		1.6	0.5	19.3		
Peak Daily ET inches		0.1	0.05	0.14	0.21	0.14	0.03		0.1	0.0			
Effective ppt		0.1	0.16	0.24	0.23	0.33	0.22		0.2	0.1		1.6	
Spring Barley	April 1 - Aug 25												
Average Daily ET			0.6	3.3	6.7	5.9	1.1				17.5		
Peak Daily ET inches			0.02	0.11	0.22	0.19	0.04						
Effective ppt			0.14	0.22	0.22	0.34	0.27					1.2	
Potatoes	May15 - Aug 20												
Average Daily CU				2.0	5.9	7.1	2.9				17.8		
Peak Daily ET inches				0.12	0.20	0.23	0.19						
Effective ppt				0.12	0.22	0.39	0.22					1.0	
Alfalfa (3 cuttings)	April 15 - October 15												
Average Daily ET			0.9	3.73	5.87	7.07	5.9	3.57	0.8		27.8		
Peak Daily ET inches			0.06	0.12	0.20	0.23	0.19	0.12	0.05				
Effective ppt			0.09	0.26	0.25	0.43	0.51	0.34	0.11			2.0	
Grass Hay (2 Cuttings)	April 15 - October 15												
Average Daily ET			0.77	3.1	4.80	5.87	5.04	3.13	0.71		23.42		
Peak Daily ET inches			0.05	0.1	0.16	0.19	0.16	0.1	0.05				
Effective ppt			0.09	0.26	0.23	0.40	0.48	0.33	0.11			1.9	
Sorghum / Sudan	June 10 - Aug 10												
Average Daily ET					3.4	7.1	2.2				12.7		
Peak Daily ET inches					0.17	0.23	0.22						
Effective ppt					0.14	0.39	0.15					0.7	



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Email Address: summitengco@gmail.com

3/19/2015

Contract Documents

Agreement between Robins & Valdez

Exhibit A (map)

Exhibit B (additional provisions)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-8-13) (Mandatory 1-14)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: May 1, 2014

AGREEMENT

1. AGREEMENT. Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, Randall and Lou Ann Robins, will take title to the Property described below as ☒ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** _____.

2.2. Assignability and Inurement. This Contract ☐ **Is** ☒ **Is Not** assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract inures to the benefit of and is binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. Seller. Seller, Demetrio and Olive Valdez, is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Conejos, Colorado:
Approximately 50 acres consisting of the first Valdez gravel pit, as shown on the attached Exhibit A. A survey will be prepared in accordance with paragraph 9.1, below.

known as No. _____
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Fixtures. All fixtures attached to the Property on the date of this Contract.

Other Fixtures:

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

2.5.2. Personal Property. If on the Property, whether attached or not, on the date of this Contract, the following items are included:

Other Personal Property:

The Personal Property to be conveyed at Closing must be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____.
Conveyance will be by bill of sale or other applicable legal instrument.

2.5.3. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

The Trade Fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____. Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

None

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☒ **2.7.1. Deeded Water Rights.** The following legally described water rights:

Sufficient shares in the Canon Ditch to allow for a change of 10 acre feet per year of consumptive use from irrigation to commercial

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

☒ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
Sufficient shares in the Canon Ditch to allow for a change of 10 acre feet per year of consumptive use from irrigation to commercial

2.7.5. Water and Sewer Taps. Note: Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		Title	
2	§ 8.1	Record Title Deadline	5/12/14
3	§ 8.2	Record Title Objection Deadline	5/15/14
4	§ 8.3	Off-Record Title Deadline	5/12/14
5	§ 8.3	Off-Record Title Objection Deadline	5/15/14
6	§ 8.4	Title Resolution Deadline	5/16/14
7	§ 8.6	Right of First Refusal Deadline	
		Owners' Association	
8	§ 7.3	Association Documents Deadline	
9	§ 7.4	Association Documents Objection Deadline	
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	5/12/14
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Objection Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
15	§ 5.4	Existing Loan Documents Deadline	
16	§ 5.4	Existing Loan Documents Objection Deadline	

Item No.	Reference	Event	Date or Deadline
17	§ 5.4	Loan Transfer Approval Deadline	
18	§ 4.7	Seller or Private Financing Deadline	
		Appraisal	
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	
		Survey	
21	§ 9.1	Current Survey Deadline	5/12/14
22	§ 9.2	Current Survey Objection Deadline	5/15/14
23	§ 9.2	Current Survey Resolution Deadline	5/16/14
		Inspection and Due Diligence	
24	§ 10.2	Inspection Objection Deadline	5/12/14
25	§ 10.3	Inspection Resolution Deadline	5/16/14
26	§ 10.5	Property Insurance Objection Deadline	
27	§ 10.6	Due Diligence Documents Delivery Deadline	5/12/14
28	§ 10.6	Due Diligence Documents Objection Deadline	5/15/14
29	§ 10.6	Due Diligence Documents Resolution Deadline	5/16/14
30	§ 10.6	Environmental Inspection Objection Deadline	
31	§ 10.6	ADA Evaluation Objection Deadline	
32	§ 10.7	Conditional Sale Deadline	
33	§ 11.1	Tenant Estoppel Statements Deadline	
34	§ 11.2	Tenant Estoppel Statements Objection Deadline	
		Closing and Possession	
35	§ 12.3	Closing Date	5/16/14
36	§ 17	Possession Date	5/16/14
37	§ 17	Possession Time	5 pm
38	§ 28	Acceptance Deadline Date	5/2/14
39	§ 28	Acceptance Deadline Time	5pm

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 500,000.00	
2	§ 4.3	Earnest Money		\$ 0.00
3	§ 4.5	New Loan		\$ 0.00
4	§ 4.6	Assumption Balance		\$ 0.00
5	§ 4.7	Private Financing		\$ 0.00
6	§ 4.7	Seller Financing		\$ 300,000.00
7				
8				
9	§ 4.4	Cash at Closing		\$ 200,000.00
10		TOTAL	\$ 500,000.00	\$ 500,000.00

4.2. Seller Concession. Seller, at Closing, will credit, as directed by Buyer, an amount of \$_____ to assist with any and all of the following: Buyer's closing costs, (Seller Concession). Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession will be reduced to the extent it exceeds the aggregate of what is allowed by Buyer's lender as set forth in the Closing Statement, Closing Disclosure or HUD-1, at Closing.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of _____, will be payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to

an **Alternative Earnest Money Deadline** (§ 3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** _____.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1, presently payable at \$ _____ per _____ including principal and interest presently at the rate of _____ % per annum, and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, then Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on the reduced amount of the actual principal balance.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** (§ 3) ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$ _____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing (§ 4.1), ☐ **Buyer** ☒ **Seller** will deliver the proposed Seller financing documents to the other party on or before 5 days before **Seller or Private Financing Deadline** (§ 3).

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing (§ 4.1), this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline** (§ 3), if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing (§ 4.1), this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline** (§ 3), if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **Loan Application Deadline** (§ 3) and exercise reasonable efforts to obtain such loan or approval.

5.2. Loan Objection. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline** (§ 3), if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline** (§ 3), at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline** (§ 3).

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 3). For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline** (§ 3), based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 3), this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Lender Property Requirements. If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Requirements, based on any unsatisfactory Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.1 does not apply if, on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements have been completed; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

6.2. Appraisal Condition. The applicable Appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the sole option and election to terminate this Contract if the Property's valuation, determined by an appraiser engaged on behalf of _____ is less than the Purchase Price. The appraisal must be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Appraisal Objection Deadline** (§ 3), if the Property's valuation is less than the Purchase Price and Seller's receipt of either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price. This § 6.2.1 is for the sole benefit of Buyer.

6.3. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer ☐ Seller. The cost of the appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

7.1. Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the following:

7.1.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;

7.1.2. Minutes of most recent annual owners' meeting;

7.1.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.1.1, 7.1.2 and 7.1.3, collectively, Governing Documents); and

7.1.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

7.2. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.3. Association Documents to Buyer.

☐ **7.3.1. Seller to Provide Association Documents.** Seller will cause the Association Documents to be provided to Buyer, at Seller's expense, on or before **Association Documents Deadline** (§ 3).

☐ **7.3.2. Seller Authorizes Association.** Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense.

7.3.3. Seller's Obligation. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

Note: If neither box in this § 7.3 is checked, the provisions of § 7.3.1 apply.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline** (§ 3), based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline** (§ 3), Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date** (§ 3), Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

8.1.1. ☐ **Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline** (§ 3), Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. ☒ **Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline** (§ 3), Buyer must furnish to Seller, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing (OEC). If the title insurance company agrees to provide an

endorsement for OEC, any additional premium expense to obtain an endorsement for OEC will be paid by ☐ Buyer ☐ Seller
☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____

Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions.

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline** (§ 3), copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline** (§ 3).

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents, as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline** (§ 3). Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer, on or before the **Record Title Deadline** (§ 3), or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline** (§ 3), true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline** (§ 3). If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline** (§ 3), Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

8.4. Right to Object to Title, Resolution. Buyer's right to object to any title matters includes, but is not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.4.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline** (§ 3), this Contract will terminate on the expiration of **Title Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline** (§ 3). If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE

CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline** (§ 3), based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline** (§ 3), this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property.** Such matters, and others, may be excluded from or not covered by the owner's title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., **Record Title Objection Deadline** (§ 3) and **Off-Record Title Objection Deadline** (§ 3)].

9. CURRENT SURVEY REVIEW.

9.1. Current Survey Conditions. If the box in § 9.1.1 or § 9.1.2 is checked, Buyer, the issuer of the Title Commitment or the provider of the opinion of title if an Abstract of Title, and _____ will receive an Improvement Location Certificate, Improvement Survey Plat or other form of survey set forth in § 9.1.2 (collectively, Current Survey), on or before **Current Survey Deadline** (§ 3). The Current Survey will be certified by the surveyor to all those who are to receive the Current Survey.

☐ **9.1.1. Improvement Location Certificate.** If the box in this § 9.1.1 is checked, ☐ Seller ☐ Buyer will order or provide, and pay, on or before Closing, the cost of an Improvement Location Certificate.

☒ **9.1.2. Other Survey.** If the box in this § 9.1.2 is checked, a Current Survey, other than an Improvement Location Certificate, will be an ☐ Improvement Survey Plat or ☒ Private Survey _____. The parties agree that payment of the cost of the Current Survey and obligation to order or provide the Current Survey are as follows:

Shared equally between Seller and Buyer

9.2. Current Survey Objection. Buyer has the right to review and object to the Current Survey. If the Current Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **Current Survey Objection Deadline** (§ 3), notwithstanding § 8.3 or § 13: **Terminate contract and have earned money returned.**

9.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

9.2.2. Current Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the Current Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3. Current Survey Resolution. If a Current Survey Objection is received by Seller, on or before **Current Survey Objection Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Current Survey Resolution Deadline** (§ 3), this Contract will terminate on the **Current Survey Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of the Current Survey Objection before such termination, i.e., on or before expiration of **Current Survey Resolution Deadline** (§ 3).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline** (§ 3), Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

10.2. Inspection Objection. Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "as is" condition, "where is" and "with all faults." Colorado law requires that Seller disclose to Buyer any latent defects actually known by Seller. Disclosure of latent defects must be in writing. Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline** (§ 3):

10.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.2.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

10.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** (§ 3) and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline** (§ 3), this Contract will terminate on **Inspection Resolution Deadline** (§ 3) unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline** (§ 3).

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Objection Deadline** (§ 3), based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline** (§ 3):

- ☒ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☒ **10.6.1.2.** Property tax bills for the last 5 _____ years;
- ☒ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;
- ☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- ☐ **10.6.1.5.** Operating statements for the past _____ years;
- ☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

None.

☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past _____ years;

☒ **10.6.1.10.** Soils reports, Surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

☒ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.14.** Other documents and information:

Documents evidencing transfer of all mining permits and rights from Seller to Buyer.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion, Buyer, may, on or before **Due Diligence Documents Objection Deadline** (§ 3):

10.6.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline** (§ 3), this Contract will terminate on **Due Diligence Documents Resolution Deadline** (§ 3) unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline** (§ 3).

10.6.4. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline** (§ 3), based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide ☐ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with ASTM E1527-05 standard practices for Environmental Site Assessments) and/or ☐ _____, at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** (§ 3) will be extended by _____ days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date** (§ 3), the **Closing Date** (§ 3) will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline** (§ 3), or if applicable the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline** (§ 3), based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** (§ 3) if such property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline** (§ 3), Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit. ☐ There is No Well. **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. TENANT ESTOPPEL STATEMENTS.

11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline** (§ 3), statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;
- 11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6.** That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 25.1, on or before **Tenant Estoppel Statements Objection Deadline** (§ 3), based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline** (§ 3). Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☒ **Are** ☐ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by Menke Abstract.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient Warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title** (§ 8.2),

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** (§ 8.3) and **Current Survey Review** (§ 9),

13.4. Inclusion of the Property within any special taxing district,

13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

13.6. Other Public Service easement for power line, natural gas pipeline.

14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ **One-Half by Buyer and One-Half by Seller** ☐ Other _____.

15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of assessments (Status Letter) must be paid by ☐ Buyer ☐ Seller ☒ **One-Half by Buyer and One-Half by Seller** ☐ None. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees, regardless of name or title of such fee (Association's Record Change Fee) must be paid by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☐ None.

15.4. Local Transfer Tax. ☐ The Local Transfer Tax of _____% of the Purchase Price must be paid at Closing by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☐ None.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☐ None. The Private Transfer fee, whether one or more, is for the following association(s): _____ in the total amount of _____% of the Purchase Price or \$_____.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$_____ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☐ None.

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☐ None.

16. PRORATIONS. The following will be prorated to the **Closing Date** (§ 3), except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☒ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy and Most Recent Assessed Valuation**, or ☐ Other _____.

16.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** (§ 3) by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at approximately \$_____ per _____ and that there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** (§ 3) a current Status Letter.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and _____.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** (§ 3) at **Possession Time** (§ 3), subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$1,000.00 _____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** (§ 3) and **Possession Time** (§ 3) until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller is obligated to repair the same before **Closing Date** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), if the Property Damage is not repaired before **Closing Date** (§ 3) or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit must not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** (§ 3) or, at the option of Buyer, Seller must assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived as herein provided, the nondefaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller; and Seller may recover such damages as may be

proper; or Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. Both parties will thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation** (§ 23). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.

27. NOTICE, DELIVERY, AND CHOICE OF LAW.

27.1. Physical Delivery. All notices must be in writing, except as provided in § 27.2. Any document, including a signed document or notice, from or on behalf of Seller, and delivered to Buyer is effective when physically received by Buyer, any signatory on behalf of Buyer, any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer (except for delivery, after Closing, of the notice requesting mediation described in § 23 and except as provided in § 27.2). Any document, including a signed document or notice, from or on behalf of Buyer, and delivered to Seller is effective when physically received by Seller, any signatory on behalf of Seller, any named individual of Seller, any representative of Seller,

or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation described in § 23 and except as provided in § 27.2).

27.2. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written notice, may be delivered in electronic form only by the following indicated methods: ☐ **Facsimile** ☒ **Email** ☐ **Internet**. If no box is checked, this § 27.2 is not applicable and § 27.1 governs notice and delivery. Documents with original signatures will be provided upon request of any party.

27.3. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5), **Title Insurance, Record Title and Off-Record Title** (§ 8), **Current Survey Review** (§ 9) and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water** (§ 10).

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

See attached Exhibit B

31. ATTACHMENTS.

31.1. The following attachments **are a part** of this Contract:

Exhibit A (Property description)

Exhibit B (additional provisions)

31.2. The following disclosure forms **are attached** but are **not** a part of this Contract:

SIGNATURES

Buyer's Name: _____

Buyer's Name: _____

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Electronic Address: _____

Electronic Address: _____

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: Demetrio and Olive Valdez

Seller's Name: _____

Seller's Signature _____ Date _____

Address: PO Box 84Conejos, CO 81129Phone No.: 719-376-5873

Fax No.: _____

Electronic Address: valdezgravel@aol.com

Seller's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Electronic Address: _____

32. **COUNTER; REJECTION.** This offer is ☐ Countered ☐ Rejected.

Initials only of party (Buyer or Seller) who countered or rejected offer _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Seller's Agent ☐ Transaction-Broker in this transaction.☐ This is a **Change of Status**.Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other _____.

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Electronic Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ Seller's Agent ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.☐ This is a **Change of Status**.Brokerage Firm's compensation or commission is to be paid by ☐ Seller ☐ Buyer ☐ Other _____.

Brokerage Firm's Name:

Broker's Name:

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Electronic Address:

753

SD 70 of 73

Right of
First Refusal

3/19/2015

VALLE ESCONDIDO ORGANIC RANCH

TECHNICAL TEST

[illegible]

CONCLUSIONS

1. The research was conducted through a series of interviews with a few individuals in the region of the study. To ensure the reliability of the data, the researcher conducted a series of interviews with a few individuals in the region of the study. To ensure the reliability of the data, the researcher conducted a series of interviews with a few individuals in the region of the study.

CONCLUSIONS

[illegible]

STUDY 2 PARTICIPANTS

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THE FUTURE OF THE FUTURE

VALUING INVESTMENT

THE AMERICAN PEOPLE

NOV 11 1960
U.S. LIBRARY OF CONGRESS

[illegible][illegible]

EXHIBIT B – ADDITIONAL PROVISIONS

1. The Property as shown on Exhibit A consists of three sections, all of which together shall make up a parcel of approximately 50 acres. Section A is a parcel of approximately 20 acres zoned for commercial and gravel pit use. It will be shifted to the west to such that its western boundary is the property line, and to the north to keep the acreage at 20 acres. Section B is shown as B₁ and B₂. Section B₁ is the presently permitted gravel pit. Section B₂ is the property that will remain after reconveyance as set forth in paragraph 11, below. Section C is a 40 foot wide strip connecting Sections A and B.

2. Valdez shall convey sufficient shares in the Canon Ditch, of which Valdez owns 250 shares under Certificate No. 291 (nominally sufficient to irrigate 250 acres), to provide 10 acre feet of annual consumptive use water to Robins for change from irrigation to commercial for use in a batch plant on the Property. The historically irrigated acreage to be dried up shall be the acreage that is the subject of this Contract. In the event any dry-up acreage beyond that that is the subject of this contract is required to support 10 acre feet of annual consumptive use to be changed from irrigation to commercial, the location of such dry up acreage shall be at Valdezes' discretion.

3. Prior to closing, the parties shall share equally the cost of a preliminary engineering analysis to determine whether 10 acre feet of annual consumptive use is available from Seller's Canon Ditch water rights. Either party may terminate this contract at any time prior to closing in the event the preliminary engineering report does not satisfy that party, in that party's sole and unlimited discretion, that 10 acre feet is available.

4. Robins shall be entirely responsible for the engineering and legal work subsequent to the preliminary investigation referenced above required to obtain the change of water right of the Canon Ditch shares from irrigation to commercial use. Valdez shall be entitled to participate in any engineering or legal analysis for the change of water right in any manner they deem appropriate, and may request to be a co-applicant in any such case in order to ensure their interest in the remaining Canon Ditch shares is protected. Any such participation by Valdez shall be at their own expense. Robins may begin application for the change of water right and/or substitute supply plan as soon as the earnest money is deposited.

5. Valdez shall receive a royalty of \$1.00 per ton on material from the pit that is the subject of this agreement for the next three projects using water from the pit for the duration of those projects. The three projects are two CDOT jobs going up for bid 4/10/14 and 4/24/14 and a new school to be built in Antonito.

1 _____ (initials)

6. Robins shall pay to Valdez, upon signing of this Agreement, \$20,000 as a non-refundable partial payment. Upon Valdez's receipt of such payment, the Parties shall dismiss the lawsuit between them, Case Number 2013 CV 30019, Conejos County District Court, on appeal as 2013 CA 1349, with prejudice, each party to bear their own costs and attorneys fees. The partial payment shall be applied to the purchase price as part of the cash at closing, or, should the contract terminate for any reason, shall be retained by Valdez in consideration of dismissal of the lawsuit and access to the pit as described below.
7. Once the partial payment has been made, Robins may have access to the pit pending closing, and shall be entitled to finish any of the three jobs described above, irrespective of whether closing occurs. Should closing fail to occur, and Robins retains access to the pit, Robins shall have exclusive access to the pit until the three projects (or any of them that have been awarded) are completed.
8. Valdez shall retain an access easement across the property conveyed, as shown on the attached Exhibit A. This easement will be formally described in the survey to be prepared for description of the property conveyed.
9. Robins shall be granted two access easements to the property conveyed as shown on the attached Exhibit A. These easements will be formally described in the survey to be prepared for description of the property conveyed.
10. Valdez will finance the \$300,000 balance of the contract remaining after closing at an annual percentage rate of 4%, over 5 years, with equal amortized quarterly payments of \$16,624.59 each due on the 15th day of each quarter, beginning with November 15, 2014, such that the entire balance shall be paid on or before 5 years from the date of closing. There shall be no penalty for prepayment. Robins shall execute a standard promissory note to Valdez as joint tenants, with a default interest rate of 8%, secured by a due-on-transfer first deed of trust on the Property that is the subject matter of this agreement. The promissory note shall additionally provide for a late charge of 5% of any payment not received within 5 days after its due date.
11. The Property being conveyed shall include slightly more than the 50 acres contemplated as final conveyance, in order to convey to Robins the entire acreage encompassed by the existing permit from the DRMS, so that Robins may apply to adjust the boundaries of the existing permit to the boundaries agreed upon. A sketch of the additional acreage is shown on the attached Exhibit A. This acreage will be formally described in the survey to be prepared for description of the property conveyed. Once Robins has successfully obtained an adjustment of the pit boundaries, Robins shall re-convey the excess acreage back to Valdez, such that the final boundaries are as shown on Exhibit A. The

reconveyance may be by boundary adjustment, subdivision exemption, or other appropriate mechanism to satisfy the land use requirements of Conejos County. Any cost of such reconveyance shall be split equally between the parties. In the event the DRMS does not approve adjustment of the pit boundary, the boundary adjustment shall not occur, and instead Robins agrees not to use that portion that was to be reconveyed for any purpose whatsoever. Such agreement for non-use shall be memorialized in an agreement to be recorded in the records of Conejos County to be binding upon the parties and their successors and assigns.

12. At closing, Valdez shall execute a right of first refusal in favor of Robins for the remaining approximately 30 acres of adjacent property zoned for commercial. This acreage is shown on Exhibit A, and will be provided with a legal description in the survey to be performed pursuant to paragraph 9.1 of the Contract. The right of first refusal shall grant to Robins a 30 day period in which to meet any bona-fide offer for purchase of the remaining 30 acres.
13. After closing, and in the event Robins develops a gravel pit in the property it owns immediately west of the Property that is the subject of this agreement, Valdez consents to piping of the existing Canon Ditch irrigation lateral across Robins adjoining property to the west, rather than retaining the existing lateral, if such piping is desired by Robins. In the event closing does not occur, this provision shall terminate.



Summit Engineering Co
(719) 589-6147
P.O. Box 1897 Alamosa, CO 81101
summitengco@gmail.com

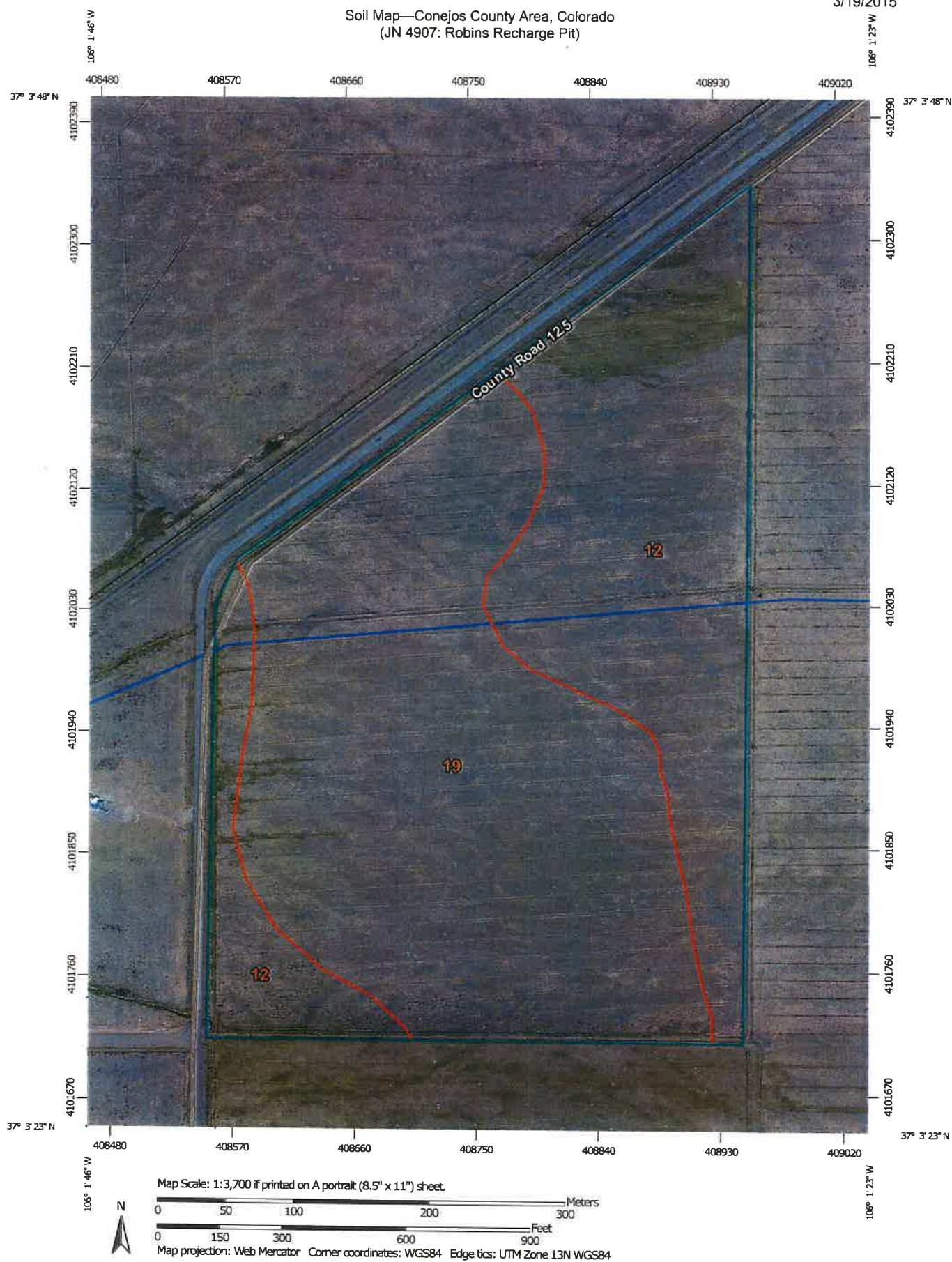
3/19/2015

Soils Information





































Web Soil Survey Summary Report (Recharge-Pit)
12-Derrick Cobbly Sandy Loam Properties
19-Graypoint Gravelly Sandy Loam Properties
Soil water properties

3/19/2015

Soil Map—Conejos County Area, Colorado
(JN 4907: Robins Recharge Pit)



MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Soils		Stony Spot
	Soil Map Unit Polygons		Very Stony Spot
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Special Point Features		Special Line Features
	Blowout		Water Features
	Borrow Pit		Streams and Canals
	Clay Spot		Transportation
	Closed Depression		Rails
	Gravel Pit		Interstate Highways
	Gravelly Spot		US Routes
	Landfill		Major Roads
	Lava Flow		Local Roads
	Marsh or swamp		Background
	Mine or Quarry		Aerial Photography
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Conejos County Area, Colorado
Survey Area Data: Version 11, Sep 23, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 19, 2010—Sep 23, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Conejos County Area, Colorado (CO630)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Derrick very cobbly sandy loam, 0 to 1 percent slopes	20.0	42.1%
19	Graypoint gravelly sandy loam, 0 to 1 percent slopes	27.5	57.9%
Totals for Area of Interest		47.5	100.0%

Conejos County Area, Colorado

12—Derrick very cobbly sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: jqt6

Elevation: 7,600 to 8,200 feet

Farmland classification: Not prime farmland

Map Unit Composition

Derrick and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Derrick

Setting

Landform: Alluvial fans, stream terraces

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Alluvium

Typical profile

H1 - 0 to 5 inches: very cobbly sandy loam

H2 - 5 to 12 inches: very gravelly clay loam

H3 - 12 to 17 inches: very cobbly sandy loam

H4 - 17 to 60 inches: very gravelly sand

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat):
Moderately high (0.20 to 0.60 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum in profile: 15 percent

Available water storage in profile: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): 6s

Land capability classification (nonirrigated): 7c

Hydrologic Soil Group: C

Ecological site: Salt meadow (R051XY267CO)

Minor Components

Gray point

Percent of map unit: 5 percent

Dunei

Percent of map unit: 5 percent

Data Source Information

Soil Survey Area: Conejos County Area, Colorado
Survey Area Data: Version 11, Sep 23, 2014

Conejos County Area, Colorado

19—Graypoint gravelly sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: jqtf

Elevation: 7,600 to 7,800 feet

Farmland classification: Farmland of unique importance

Map Unit Composition

Graypoint and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Graypoint

Setting

Landform: Alluvial fans, fan terraces

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Alluvium derived from basalt

Typical profile

H1 - 0 to 5 inches: gravelly sandy loam

H2 - 5 to 14 inches: gravelly sandy clay loam

H3 - 14 to 18 inches: very gravelly sandy loam

H4 - 18 to 60 inches: very gravelly sand

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Somewhat poorly drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat):

Moderately high to high (0.20 to 2.00 in/hr)

Depth to water table: About 18 to 24 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum in profile: 10 percent

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 4.0 mmhos/cm)

Available water storage in profile: Low (about 3.5 inches)

Interpretive groups

Land capability classification (irrigated): 4w

Land capability classification (nonirrigated): 6w

Hydrologic Soil Group: B/D

Ecological site: Salt meadow (R051XY267CO)

Minor Components

San acacio

Percent of map unit: 5 percent

Derrick

Percent of map unit: 5 percent

Platoro

Percent of map unit: 5 percent

Data Source Information

Soil Survey Area: Conejos County Area, Colorado
Survey Area Data: Version 11, Sep 23, 2014

TABLE 15.--PHYSICAL AND CHEMICAL PROPERTIES OF SOILS--Continued

Soil name and map symbol	Depth	Permeability	Available water capacity	Soil reaction	Salinity	Shrink-swell potential	Risk of corrosion		Wind erodibility group
							Uncoated steel	Concrete	
	In	In/hr	In/in	pH	Mmhos/cm				
Derrick: 12, 13-----	0-5 5-17 17-60	2.0-6.0 0.6-2.0 >20	0.10-0.13 0.11-0.14 0.04-0.06	6.6-7.8 6.6-8.4 7.4-8.4	<2 <2 <2	Low----- Low----- Low-----	Moderate----- Moderate----- High-----	Low----- Low----- Low-----	8
Dunul: 14-----	0-7 7-60	6.0-20 >20	0.07-0.09 0.04-0.06	7.4-8.4 7.4-8.4	<4 <4	Low----- Low-----	Moderate----- Moderate-----	Low----- Low-----	6
115: Dunul part-----	0-7 7-60	6.0-20 >20	0.07-0.09 0.04-0.06	7.4-8.4 7.4-8.4	<4 <4	Low----- Low-----	Moderate----- Moderate-----	Low----- Low-----	6
Lamanga part----	0-6 6-19 19-60	0.6-2.0 0.2-0.6 2.0-6.0	0.14-0.16 0.12-0.15 0.12-0.15	6.6-7.8 6.1-7.3 6.6-8.4	2-8 4-8 <2	Low----- Moderate----- Low-----	High----- High----- High-----	Low----- Low----- Low-----	4L
Empedrado: 116: Empedrado part--	0-4 4-22 22-60	0.6-2.0 0.6-2.0 2.0-6.0	0.16-0.18 0.19-0.21 0.11-0.13	7.4-7.8 7.4-7.8 7.9-8.4	<2 <2 <2	Low----- Moderate----- Low-----	Moderate----- Moderate----- High-----	Low----- Low----- Low-----	5
Curecanti part--	0-3 3-34 34-60	0.6-2.0 0.6-2.0 2.0-20	0.06-0.10 0.06-0.10 0.05-0.08	6.1-7.3 6.1-7.3 6.1-7.3	<2 <2 <2	Low----- Low----- Low-----	Moderate----- Moderate----- Moderate-----	Low----- Low----- Low-----	8
Garita: 17, 18-----	0-7 7-60	0.6-2.0 0.6-2.0	0.05-0.10 0.05-0.08	7.4-8.4 7.4-9.0	<2 <2	Low----- Low-----	Moderate----- High-----	Low----- Low-----	8
Graypoint: 19, 20-----	0-5 5-18 18-72	2.0-6.0 0.6-2.0 >20	0.09-0.11 0.14-0.16 0.03-0.05	7.4-8.4 7.4-8.4 7.4-8.4	<2 <2 <2	Low----- Moderate----- Low-----	Low----- Moderate----- Moderate-----	Low----- Low----- Low-----	6
21-----	0-5 5-18 18-72	2.0-6.0 0.6-2.0 >20	0.09-0.11 0.13-0.15 0.03-0.05	7.4-8.4 7.4-8.4 7.4-8.4	<4 <4 <4	Low----- Moderate----- Low-----	High----- High----- High-----	Low----- Low----- Low-----	3
Hooper: 22-----	0-3 3-21 21-37 37-60	<0.06 <0.06 0.6-2.0 6.0-20	0.04-0.06 0.04-0.06 0.04-0.06 0.03-0.05	>9.0 >9.0 7.9-9.0 7.9-9.0	4-8 4-8 2-4 <4	Moderate----- High----- Moderate----- Low-----	High----- High----- High----- High-----	Low----- Low----- Low----- Low-----	4
23-----	0-6 6-21 21-37 37-60	2.0-6.0 <0.06 0.6-2.0 6.0-20	0.06-0.08 0.04-0.06 0.04-0.06 0.03-0.05	>9.0 >9.0 7.9-9.0 7.9-9.0	<4 4-8 2-4 <4	Low----- High----- Moderate----- Low-----	High----- High----- High----- High-----	Low----- Low----- Low----- Low-----	2
Jerry: 24-----	0-12 12-34 34-60	0.6-2.0 0.06-0.2 0.6-2.0	0.16-0.18 0.13-0.15 0.13-0.15	6.6-7.3 6.6-7.8 7.4-8.4	<2 <2 <2	Low----- High----- Moderate-----	Moderate----- Moderate----- Low-----	Low----- Low----- Low-----	6
LaJara: 25-----	0-3 3-60	0.6-2.0 2.0-6.0	0.13-0.18 0.11-0.13	7.4-8.4 7.4-8.4	<2 <2	Low----- Low-----	High----- High-----	Low----- Low-----	3
Lamanga: 26-----	0-6 6-19 19-60	0.6-2.0 0.2-0.6 2.0-6.0	0.14-0.16 0.12-0.15 0.12-0.15	6.6-7.8 6.1-7.3 6.6-8.4	2-8 4-8 <2	Low----- Moderate----- Low-----	High----- High----- High-----	Low----- Low----- Low-----	4L
LaSausas: 27-----	0-4 4-52 52-60	0.06-0.2 0.06-0.2 >20	0.10-0.12 0.07-0.09 <0.03	7.9-9.0 5.6-7.8 6.6-7.3	>8 >8 <8	Moderate----- High----- Low-----	High----- High----- High-----	High----- High----- High-----	5

See footnote at end of table.

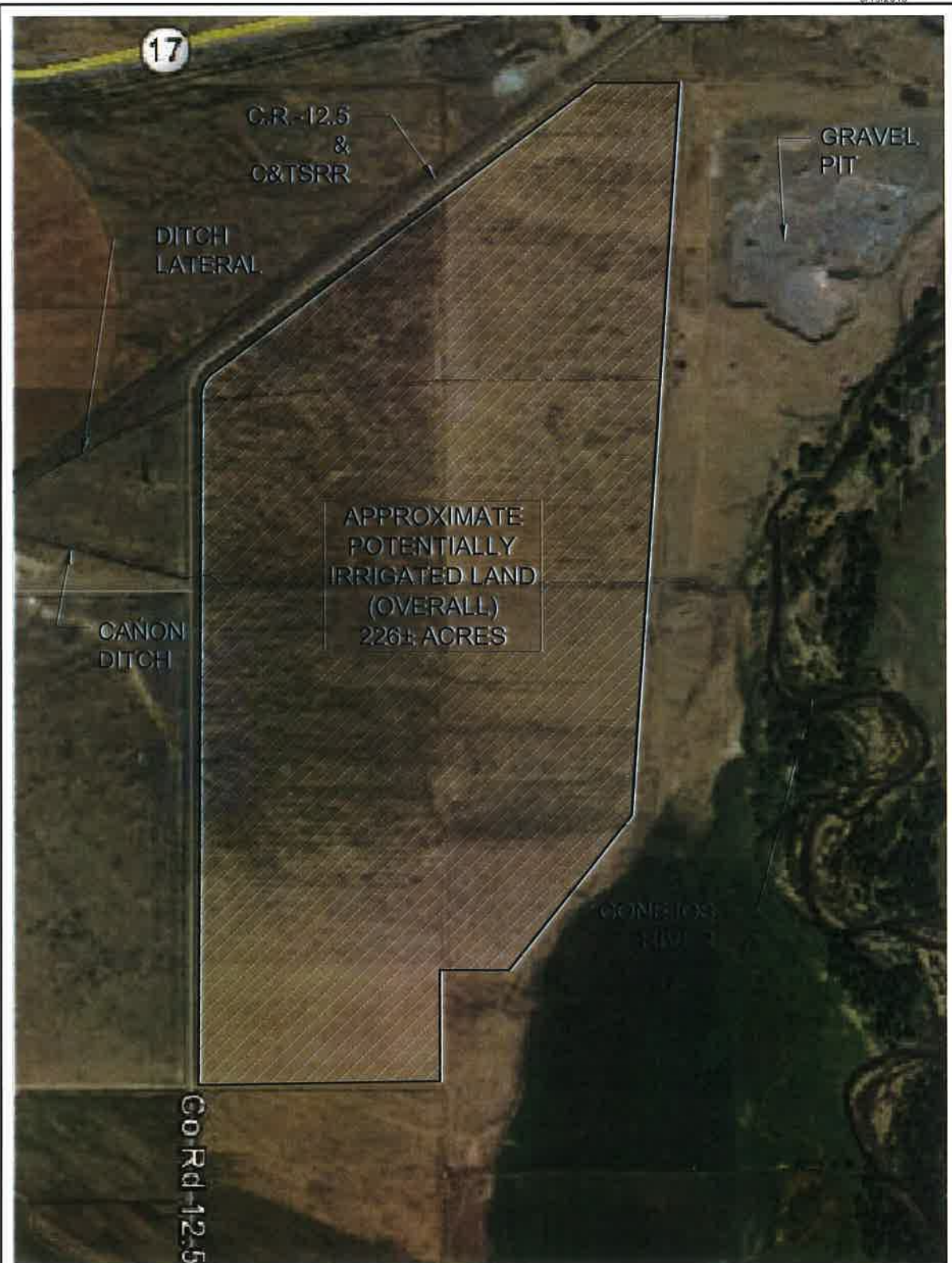


Summit Engineering Co
(719) 589-6147
P.O. Box 1897 Alamosa, CO 81101
summitengco@gmail.com

3/19/2015


Drawings

226 acre historically irrigated parcel
68 acre historically irrigated parcel
20 acre parcel owned by Robins
Augmentation Well Location
Recharge-Pit Design
Location map (Recharge-Pit + Well)
Acreage to be taken out of rotation



Note: Google Imagery taken on 9-28-2014



Print Date: 2/4/2015	
File Name: 4907-ROBINS-VALDEZ-ACREAGE.dwg	
Drawn By: KFA	Job Number: 4907
 SUMMIT ENGINEERING CO.	
Mailing: P.O. Box 1997 Loc: 1317 Yale Ave Alameda, CO 81001 Phone: (719) 594-6147 Fax: (719) 594-6143 summitengco@gmail.com	

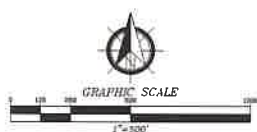
Sheet Revisions	
Date:	Comments


ROBINS-VALDEZ: CANON DITCH OVERALL IRRIGATED LAND
LOCATION SECTION 32, TOWNSHIP 33N, RANGE 9E., N.M.P.M. CONJES COUNTY, COLORADO

Sheet Subset Site 01 of 03
Sheet No. 01 of 03



Note: Google Imagery taken on 9-28-2014



Print Date: 2/4/2015	
File Name: 4907-ROBINS-VALDEZ-ACREAGE.dwg	
Drawn By: KFA	Job Number: 4907
 SUMMIT ENGINEERING CO. Mailing: P.O. Box 1097 Lodi, CA 95232 Albany, CA 94706 Phone: (707) 438-6687 Fax: (707) 438-6688 www.summiteng.com	

Sheet Revisions	
Date:	Comments

**ROBINS-VALDEZ: CANON DITCH
68ac PARCEL IRRIGATED LAND**

LOCATION
SECTION 32, TOWNSHIP 33N, RANGE 9E., N.M.P.M.
CONJUGO COUNTY, COLORADO

Sheet Subset
Site
01 of 03
Sheet No.
01 of 03



Note: Google Imagery taken on 9-28-2014



Print Date: 2/4/2015
 File Name: 4907-ROBINS-VALDEZ-ACREAGE.dwg
 Drawn By: KFA Job Number: 4907



**SUMMIT
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 Alamosa, CO 81101
 Phone: (719) 584-6147
 Fax: (719) 584-6633
 summitco@summitco.com

Sheet Revisions

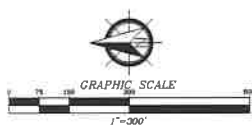
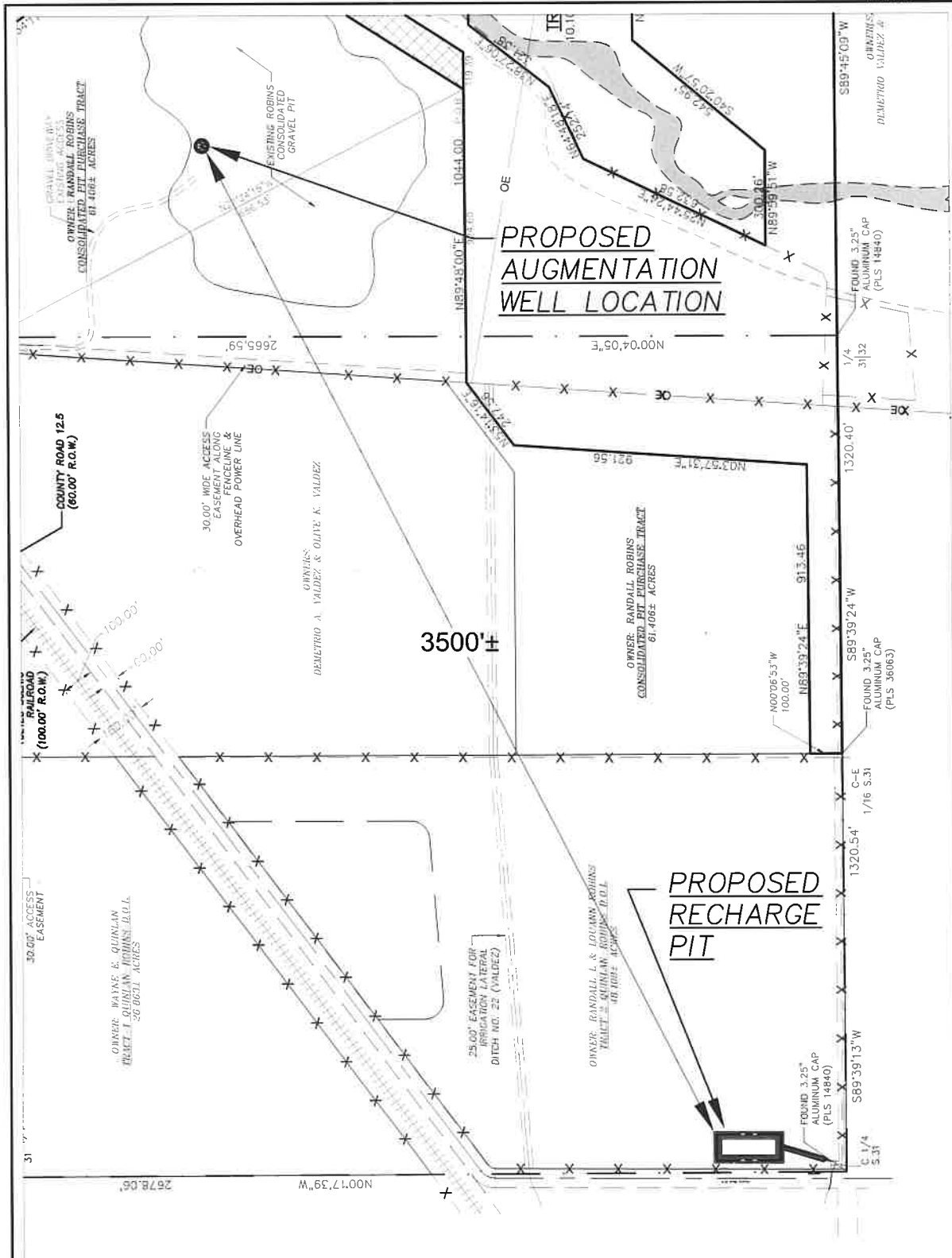
Date	Comments

**ROBINS-VALDEZ: CANON DITCH
20ac PARCEL IRRIGATED LAND**

LOCATION
 SECTION 32, TOWNSHIP 33N, RANGE 9E., N.M.P.M.
 CONEJOS COUNTY, COLORADO

Sheet Subset

Site
 01 of 03
 Sheet No.
 01 of 03



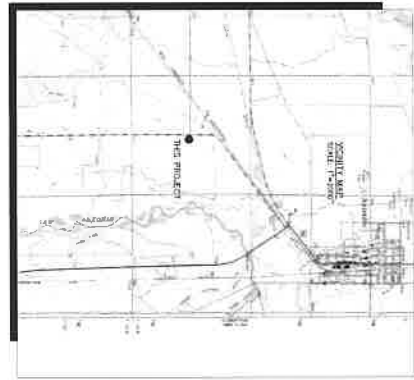
Print Date: 2/4/2015
 File Name: 4907-ROBINS-WELL.dwg
 Drawn By: KFA Job Number: 4907
SUMMIT ENGINEERING CO.
 1400 E. 1st St. Suite 100
 Aurora, CO 80011
 Phone: (303) 744-4444
 Fax: (303) 744-4444
 Email: info@summiteng.com



Sheet Revisions	
Date	Comments

ROBINS CONSOLIDATED PIT AUGMENTATION WELL LOCATION
 LOCATED IN THE NW1/4 NW1/4 OF SECTION 32, TOWNSHIP 33N, RANGE 9E, N.M.P.M. CONEJO COUNTY, COLORADO

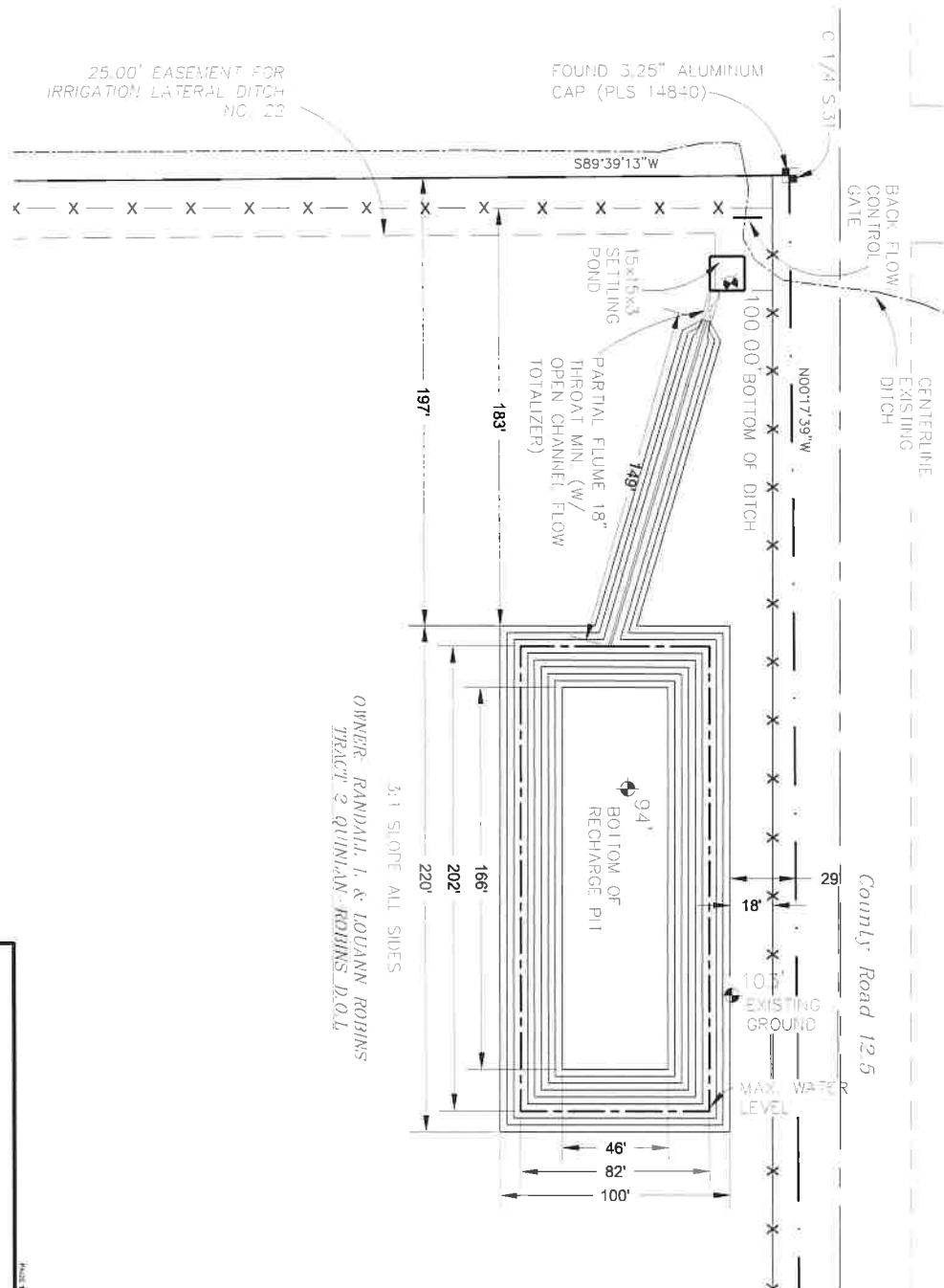
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 Site
 01 of 01
 Sheet No.
 01 of 01



Vicinity Map



MEASUREMENTS	
POND DEPTH	6 ft
BASE LENGTH	166 ft
TOP LENGTH	202 ft
BASE WIDTH	46 ft
TOP WIDTH	82 ft
POND VOLUME	1,642 Ac. ft.



OWNER: RANDALL L. & LOUANN ROBINS
TRACT 2 QUINNAN ROBINS D.O.L

3:1 SLOPE ALL SIDES



SUMMIT ENGINEERING CO.

Mailing Address: P.O. Box 1897
Location: 1317 State Avenue
Alamosa, CO 81101

(719) 588-6147

DATE

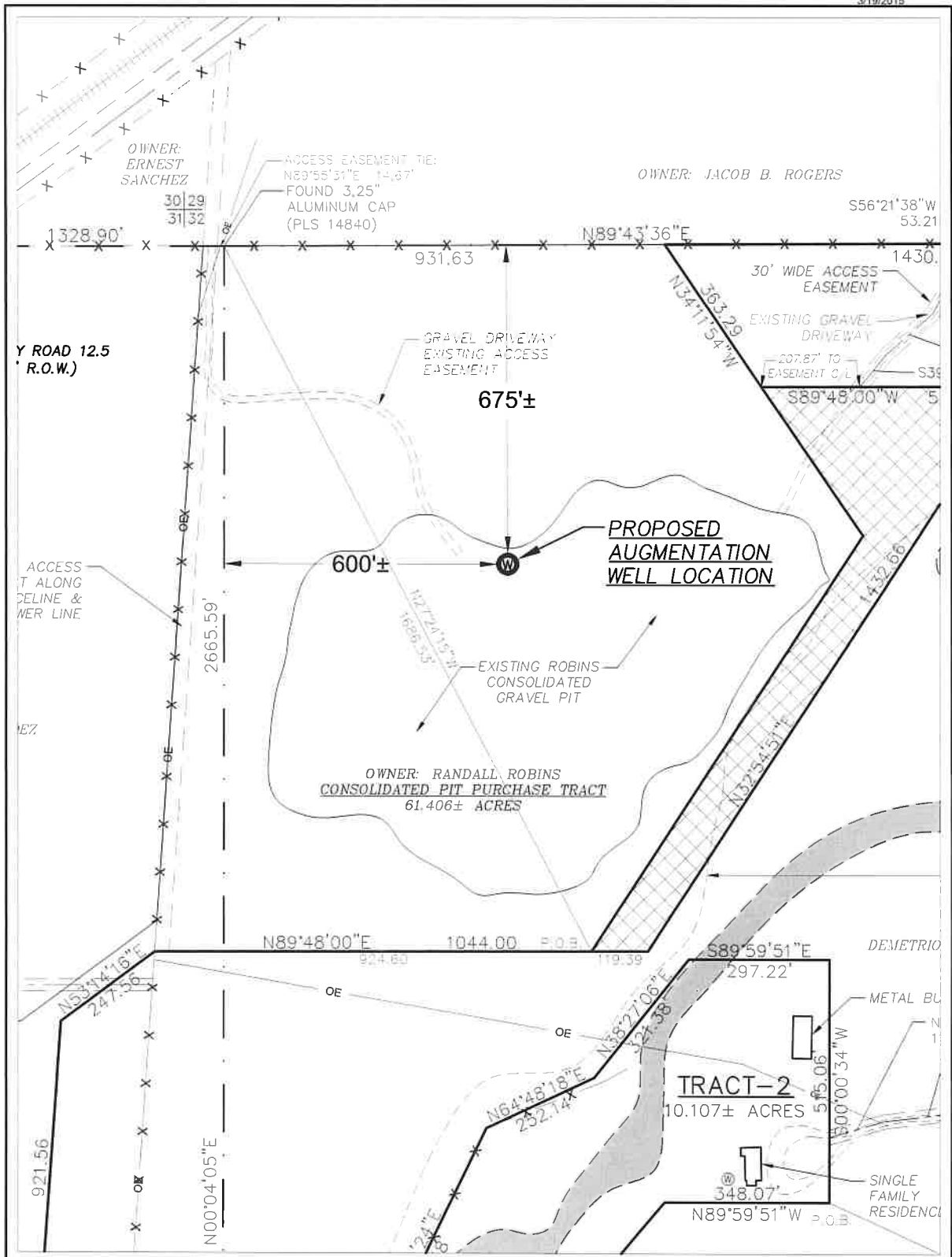
03/02/2015

DRAWN BY

SMC

3/28/15

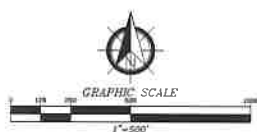
ROBINS RECHARGE PIT
LOCATED IN THE SW1/4 NE1/4 OF
SECTION 31, T. 33N., R. 9E., N.M.P.M.
COUNTY ROAD 12.5 ANTONITO, CO 81120




Print Date: 2/4/2015			Sheet Revisions		ROBINS CONSOLIDATED PIT AUGMENTATION WELL LOCATION LOCATED IN THE NW1/4 NW1/4 OF SECTION 32, TOWNSHIP 33N, RANGE 9E, N.M.P.M. CONEJOS COUNTY, COLORADO	Sheet Subset Site 01 of 01 Sheet No. 01 of 01
File Name: 4907-ROBINS-WELL.dwg	Job Number: 4907		Date:	Comments:		
Drawn By: KFA						
SUMMIT ENGINEERING CO. Mailing: P.O. Box 1907 Loc: 1317 Sage Ave. Alamosa, CO 81101 Phone: (719) 586-6141 Fax: (719) 586-6133 summitengr@gmail.com						



Note: Google Imagery taken on 9-28-2014



TOTAL ACREAGE TAKEN OUT OF ROTATION = 28.38 ACRES

Print Date: 2/4/2015		Sheet Revisions		ROBINS-VALDEZ: CANON DITCH DECOMMISSIONED ACREAGE		Sheet Subset
File Name: 4907-ROBINS-VALDEZ-ACREAGE.dwg		Date:	Comments	LOCATED IN A PORTION OF THE SE1/4 NE1/4 OF SECTION 31, T. 33N., R. 8E., N.M.P.M. -AND- A PORTION OF THE SW1/4 NW1/4 OF SECTION 32, T. 33N., R. 8E., N.M.P.M. CONEJO COUNTY, COLORADO		Site
Drawn By: KFA						01 of 01
Job Number: 4907						Sheet No.
 SUMMIT ENGINEERING CO. Mailing: P.O. Box 1047 1317 131st Ave. Aurora, CO 80010 Phone: (770) 594-6127 Fax: (770) 594-6133 summit@summiteng.com						01 of 01

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2/4/2015 3:00 PM



Summit Engineering Co
(719) 589-6147
P.O. Box 1897 Alamosa, CO 81101
summitengco@gmail.com

3/19/2015

Calculation Summaries
Consumptive Use Spreadsheet
Share Calculations Outline
Acreage Calculations Outline
Pond Calculations Outline

Share Calculations

Preliminary Data & Assumptions

Allotted Flow-Rate of Canon Ditch = 42.68 cfs
 Total Shares Owned of Canon Ditch = 1800 shares (# supplied by SEO)
 Total Shares of Canon Ditch owned by Demetrio Valdez = 239 shares (# supplied by SEO)
 Average head-gate diversion for Canon Ditch = 3000 acre-ft/year (Conservative)
 Total infiltration loss in transition between head gate & Valdez property = 50%
 Total infiltration loss in application at crop = 50%
 Yearly volume requirement for Robins augmentation well = 10 acre-ft

Maximum Flow-Rate Allotment @ Head-gate for 239 shares owned by Demetrio Valdez

Percentage of shares owned by Demetrio Valdez = $239 / 1800 = 13.3\%$
 Total Flow-Rate = $13.3\% * 42.68 \text{ cfs} = 5.68 \text{ cfs}$

Average consumptive use of shares owned by Demetrio Valdez

Yearly Volume Per Share & Gate: $3000 \text{ ac-ft/yr} / 1800 \text{ shares} = 1.67 \text{ ac-ft/yr/share}$
 Yearly Received Volume Per Share: $1.67 \text{ ac-ft/yr/share} * 50\% \text{ trans. Loss} = 0.835 \text{ ac-ft/yr/share}$
 Yearly Volume for Demetrio's Shares: $239 \text{ shares} * 0.835 \text{ ac-ft/yr/share} = 199 \text{ ac-ft/yr}$

Yearly Maximum Consumptive Use for Demetrio's Shares

$199.5 \text{ ac-ft/yr} * 50\% \text{ applic. Loss} = 99.8 \text{ acre-ft (for 239 shares)}$

Average Consumptive Use per share at Demetrio's Property

$99.8 \text{ acre-ft} / 239 \text{ shares} = 0.418 \text{ acre-ft / share}$

Number of Shares required for consumptive-use volume for Robins augmentation well

$10 \text{ ac-ft} / 0.418 \text{ acre-ft/share} = 23.9 \rightarrow 24 \text{ shares (minimum)}$

To be conservative, 30 shares will be purchased by Mr. Robins.

Total Consumptive Use for Robins purchase shares

$0.418 \text{ acre-ft / share} * 30 \text{ shares} = 12.54 \text{ acre-ft}$

Acreage Calculations

Preliminary Data & Assumptions

Shares owned by Robins = 30

Consumptive use for 30 shares owned by Robins = 12.54 acre-ft

Average historical consumptive use for 20 acre parcel owned by Robins = 10.4 acre-ft

Average historical consumptive use for 68 acre parcel owned by Robins = 30.6 acre-ft

Consumptive plant usage was estimated to be 0.77 ft/year based on the average yearly consumptive total for 1 cutting of alfalfa (27.8in/3) supplied by NRCS.

Irrigated acreage to be taken out of use

Consumptive use for 30 shares owned by Robins = 12.54 acre-ft

(12.54ac-ft / 0.77ft \approx 16.3 acres of historically irrigate farm land)

Historical use for 20 acre parcel owned by Robins = 10.4 acre-ft

All 20 acres of this parcel shall be taken out of use for a total of 10.4 acre-ft consumptive use reduction in irrigation.

Historical use for 68 acre parcel owned by Robins & Valdez = 30.6 acre-ft

Usage remaining after subtracting 20-acre parcel = 30.6 – 10.4 = 20.2 acre-ft

Ratio of total land versus consumptive use per acre = 20.2ac-ft/48acres = 0.42ac-ft/acre

Amount of consumptive use remaining to be taken out of use = 12.54-10.4 = 2.14 acre-ft

Remaining acreage to be taken out of use = 2.14ac-ft / 0.42ac-ft/acre = 4=5.10 acres

See Below.

Check overall parcel:

12.54 acre-ft / 30.6 acre-ft = 0.41

0.41 * 68 acres = 27.9 acres (Governs)

27.9 acres – 20 acres = 7.9 \approx 8 acres

In total, a minimum of 28 acres shall be taken out of use for a total 12.54 acre-ft reduction in irrigated land consumptive use. All 20 acres of the Robins-owned Parcel shall be taken out of use, and an additional 8 acres outside of the 20-acre parcel shall be taken out of use.

Recharge-Pit Calculations

Preliminary Data & Assumptions

Average head-gate diversion for Canon Ditch = 3000 acre-ft/year

Total infiltration loss in transition between head gate & Valdez property = 50%

Total usage loss in transition between head gate & Valdez property = 25% (estimation)

Total Allotted Flow-Rate of Canon Ditch = 42.68 cfs

Total Shares Owned of Canon Ditch = 1800 shares

Total Shares of Canon Ditch owned by Demetrio Valdez = 239 shares

Soil Information

Soils Types @ Recharge Pit: 12 – Derrick Cobbly Sandy Loam

19 – Graypoint Gravelly Sandy Loam

Soil Permeability 18" below surface = 20in/hr

(Water level of pit is designed to not rise above 18" below level of existing grade.)

Dimensions of Recharge-Pit

Length (N/S) @ Top of water level = 202 ft

Width (E/W) @ Top of water level = 82 ft

Length @ Bottom of pit = 166 ft

Width @ Bottom of pit = 46 ft

Design Depth of water = 6 ft

Wall Slope = 3:1 (all sides)

Infiltration Rate

Release Rate = 20in/hr / 12in/ft / 60min/hr / 60sec/min = .000463 ft/s (per unit area)

Area of pond (footprint) = 202ft * 82ft = 16564sf

Infiltration Rate = area * release = 16564sf * 0.000463ft/s = 7.67 cfs (when full)

(Maximum inflow into pond shall not be allowed to rise above 7.67 cfs)

Volume of Pond

Volume of trapezoidal trough = $(H/6) [WL + (W+a)(L+b) + ab]$

= $(6/6) [(82*202)+(82+46)(202+166)+(46*166)] = 71304cf$

= 71304 / 43560 = 1.64 acre-ft

Prepared By:
Summit Engineering Co
January 2015
JN: 4907

Robins-Valdez: Estimated historical consumptive water usage associated with the Cañon Ditch, Conejos County, CO												
Year	20 Acre Parcel				68 Acre Parcel (Incl. 20 acre parcel)				226 Acre Parcel (Incl. 20 acre parcel)			
	Estimated Alfalfa Cultivation		Estimated Consumptive		Estimated Alfalfa Cultivation		Estimated Consumptive		Estimated Alfalfa Cultivation		Estimated Consumptive	
	Area (Acres)	Usage ¹ (acre-ft)	Usage ² (acre-ft)		Area (Acres)	Usage ¹ (acre-ft)	Usage ² (acre-ft)		Area (Acres)	Usage ¹ (acre-ft)	Usage ² (acre-ft)	
1982	10.0	7.7	15.6		13.0	10.0	20.2		140.0	107.8	215.8	
1983(NP)	11.5	8.9	17.9		24.8	19.1	38.3		155.0	119.4	238.9	
1984(NP)	13.0	10.0	20.2		36.5	28.1	56.3		170.0	130.9	262.0	
1985(NP)	14.5	11.2	22.5		48.3	37.2	74.3		185.0	142.5	285.1	
1986	16.0	12.3	24.8		60.0	46.2	92.6		200.0	154.0	308.2	
1987(NP)	14.5	11.2	22.5		53.0	40.8	81.8		160.0	123.2	246.6	
1988	13.0	10.0	20.2		46.0	35.4	71.0		120.0	92.4	185.0	
1989(NP)	11.5	8.9	17.9		41.0	31.6	63.3		105.0	80.9	161.9	
1990	10.0	7.7	15.6		36.0	27.7	55.6		90.0	69.3	138.8	
1991(NP)	11.5	8.9	17.9		32.0	24.6	49.4		100.0	77.0	154.2	
1992	13.0	10.0	20.2		28.0	21.6	43.3		110.0	84.7	169.6	
1993	12.0	9.2	18.6		24.0	18.5	37.1		80.0	61.6	123.4	
1994	15.0	11.6	23.3		46.0	35.4	71.0		80.0	61.6	123.4	
1995	12.0	9.2	18.6		30.0	23.1	46.4		140.0	107.8	215.8	
1996	8.0	6.2	12.5		30.0	23.1	46.4		100.0	77.0	154.2	
1997	4.0	3.1	6.3		20.0	15.4	31.0		70.0	53.9	108.0	
1998	4.0	3.1	6.3		15.0	11.6	23.3		50.0	38.5	77.2	
1999	4.0	3.1	6.3		7.0	5.4	10.9		150.0	115.5	231.2	
2000	0.0	0.0	0.2		0.0	0.0	0.2		20.0	15.4	31.0	
2001	0.0	0.0	0.2		0.0	0.0	0.2		0.0	0.0	0.2	
2002(NP)	0.0	0.0	0.2		0.0	0.0	0.2		5.0	3.9	7.9	
2003(NP)	0.0	0.0	0.2		0.0	0.0	0.2		10.0	7.7	15.6	
2004(NP)	0.0	0.0	0.2		0.0	0.0	0.2		15.0	11.6	23.3	
2005	0.0	0.0	0.2		0.0	0.0	0.2		20.0	15.4	31.0	
2006(NP)	0.3	0.3	0.7		0.3	0.3	0.7		13.7	10.5	21.2	
2007(NP)	0.7	0.5	1.2		0.7	0.5	1.2		7.3	5.6	11.5	
2008	1.0	0.8	1.7		1.0	0.8	1.7		1.0	0.8	1.7	
2009	0.0	0.0	0.2		0.0	0.0	0.2		20.0	15.4	31.0	
2010(NP)	0.0	0.0	0.2		0.0	0.0	0.2		10.0	7.7	15.6	
2013	0.0	0.0	0.2		0.0	0.0	0.2		0.0	0.0	0.2	
Avg=	6.65	5.12	10.4		19.8	15.2	30.6		77.6	59.7	119.6	

¹ Consumptive plant usage was estimated to be 0.77 ft/year based on the average yearly consumptive total for 1 cutting of alfalfa (27.8in/3) supplied by NRCS and included herewith.

² Total consumptive use takes into account a yearly 0.081ft ET loss, and assumes a 50% infiltration transition loss from source of water³

³ 50% Transitional loss based on conveyance efficiency curve for the Rio Grande Canal (7 miles from headgate) attached herewith

⁴ For years where no photograph was readily available, linear interpolation was utilized between the most recent respectively photographed years. (NP=No Photo) (italic)



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P.O. Box 1897 Alamosa, CO 81101
summitengco@gmail.com

3/19/2015

Historical Background Information
Historical Diversion Summary (Canon Ditch)
Historical River Flow Summary (Conejos River)

Structure Name: CANON IRRIGATING D
WDID 3200524
Source: CONEJOS RIVER

Location: Q10 Q40 Q160 Section 31 Twnshp 33 N Range 8 E PM N

CIU: A

Distance from section lines: From N/S line:

From E/W line:
UTM Coordinates (NAD 83): Northing (UTM y): 4100716.2 Easting (UTM x): 397694.8 GPS

Latitude/Longitude (decimal degrees): 37.0471 -106.1505

Measuring Device/Recorder: 5 FT STEEL PARSH*

NOTE - DWR is not required to track ownership. This data is provided for assistance only and may not reflect actual ownership.
Name: QUINLAN, WAYNE

Association Type: OTHER

Address(s):

Type	Address	City	State	ZIP	Country	Primary
Other	PO BOX 277	ANTONITO	CO	81120	UNITED STATES	<input checked="" type="checkbox"/>

Contact Number(s):

Type	Country	Code	Phone Number	Extension	Primary
HOME	US		(719) 376-5763		<input type="checkbox"/>

Comments: PRESIDENT

Water Rights Summary

Total Decreed Rate(s):	Abs.:	42.6760	Cond.:	0.0000	AP/EX abs:	0.0000	AP/EX cond:	0.0000
Total Decreed Volume(s):	Abs.:		Cond.:		AP/EX abs:		AP/EX cond:	

Water Rights -- Transactions

Seq. #	Case Number	Adjudication Date	Appropriation Date	Admin. Number	O #	Priority Number	Max Rate (CFS)	Total Vol (AF)	Adj. Type	Uses	Comments
4	91CW0014	10/22/1883	4/15/1857	2662.00000	2	2	42.676		O,TF	1	TT ACTUAL HISTORIC HEADGATE LOCATI
3	91CW0014	10/22/1883	4/15/1857	2662.00000	2	2	42.676		O,TT	18	DOMESTIC USE NOT IN ORIGINAL TABULA
											OF THIS WATER RIGHT
2	89CW0051	10/22/1883	4/15/1857	2662.00000	2	2	0.214		O,TF	1	
1	10/22/1883	10/22/1883	4/15/1857	2662.00000	2	2	42.89		O	1	SEE 84CW96 FOR APD CONDITION

Diversion Summary in Acre-Feet - Total Water through Structure

YR	FDU	LDU	DWC	Max Q	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Total
1950	04/09	06/30	83	30	0	0	0	0	0	634	1170	1408	0	0	0	0	3213
1951	05/09	06/28	47	40	0	0	0	0	0	0	1285	2122	0	0	0	0	3408
1952	04/19	10/31	177	45	0	0	0	0	0	297	2568	2677	2082	1090	162	271	9152
1953	04/21	06/28	63	56	0	0	0	0	0	729	1388	2475	0	0	0	0	4594
1954	04/14	06/21	69	42	0	0	0	0	0	1305	2582	1666	0	0	0	0	5554
1955	05/02	06/28	54	42	0	0	0	0	0	0	2142	2332	0	0	0	0	4475
1956	04/26	06/25	61	42	0	0	0	0	0	347	2582	1945	0	0	0	0	4875
1957	04/15	08/24	132	57	0	0	0	0	0	565	2098	2449	1678	547	0	0	7339
1958	04/27	07/04	69	59	0	0	0	0	0	63.5	2162	2893	259	0	0	0	5379
1959	05/01	07/29	62	42	0	0	0	0	0	0	2158	2499	29.8	0	0	0	4687
1960	04/09	07/16	99	60	0	0	0	0	0	983	2661	2322	1090	0	0	0	7059
1961	04/21	06/30	71	45	0	0	0	0	0	767	2564	1568	0	0	0	0	4901
1962	04/18	07/17	91	42	0	0	0	0	0	541	2009	1876	539	0	0	0	4967
1963	05/04	06/10	38	42	0	0	0	0	0	0	2328	789	0	0	0	0	3118
1964	05/13	08/20	48	42	0	0	0	0	0	0	1561	1709	0	573	0	0	3844
1965	04/22	08/17	118	43	0	0	0	0	0	646	2554	2558	1106	285	0	0	7153
1966	04/16	08/07	85	42	0	0	0	0	0	247	2364	1838	190	130	0	0	4772
1967	05/08	08/10	84	42	0	0	0	0	0	0	1935	2352	1007	289	0	0	5586
1968	05/02	08/16	99	43	0	0	0	0	0	0	2404	2366	1059	253	0	0	6083
1969	04/25	08/25	123	43	0	0	0	0	0	337	2437	1719	1765	904	0	0	7164
1970	05/07	10/05	95	43	0	0	0	0	0	0	2023	2235	967	0	769	79.3	6075
1971	04/09	07/26	94	42	0	0	0	0	0	710	2396	2499	1604	0	0	0	7210
1972	04/11	10/25	73	42	0	0	0	0	0	1098	2582	1517	0	0	0	347	5546
1973	04/26	08/15	102	43	0	0	0	0	0	214	2433	2292	1346	650	0	0	6938
1974	04/26	08/10	77	43	0	0	0	0	0	267	2489	2495	341	436	0	0	6030
1975	04/23	07/27	94	46	0	0	0	0	0	265	1959	2400	1650	0	0	0	6276

Structure Name: CANON IRRIGATING D

WDID 3-2200524

Diversion Summary in Acre-Feet - Total Water through Structure

IYR	FDU	LDU	DWC	Max Q	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Total
1976	04/10	07/05	81	45	0	0	0	0	0	626	2082	2362	388	0	0	0	5461
1977	05/02	06/01	13	42	0	0	0	0	0	0	920	83.3	0	0	0	0	1004
1978	05/13	07/05	54	43	0	0	0	0	0	0	1507	2392	357	0	0	0	4257
1979	04/20	07/15	87	45	0	0	0	0	0	666	2497	2407	1267	0	0	0	6839
1980	05/06	07/15	71	43	0	0	0	0	0	0	1416	2350	1041	0	0	0	4808
1981	04/29	06/19	33	40	0	0	0	0	0	148	908	1507	0	0	0	0	2565
1982	04/15	08/31	94	40	0	0	0	0	0	644	2390	2122	1015	376	0	0	6550
1983	04/26	07/20	84	40	0	0	0	0	0	277	1876	2259	971	0	0	0	5385
1984	05/08	07/21	75	43	0	0	0	0	0	0	1447	2152	1217	0	0	0	4818
1985	04/16	09/22	157	46	0	0	0	0	0	654	1600	2320	1475	737	515	0	7305
1986	04/07	09/29	134	42	0	0	0	0	0	601	1993	1969	1735	0	446	0	6746
1987	05/01	07/18	79	51	0	0	0	0	0	0	1497	2409	1029	0	0	0	4937
1988	04/30	08/08	71	47.25	0	0	0	0	0	29.8	1721	2357	428	476	0	0	5013
1989	04/14	07/27	80	43	0	0	0	0	0	1096	2475	2090	69.4	0	0	0	5732
1990	05/11	08/10	57	42	0	0	0	0	0	0	1739	1884	73.4	31.7	0	0	3729
1991	04/18	09/12	102	42	0	0	0	0	0	1082	1876	2062	477	132	136	0	5769
1992	05/02	09/19	91	66.5	0	0	0	0	0	0	2318	2106	313	765	440	0	5945
1993	05/05	08/22	90	42	0	0	0	0	0	0	1789	2140	977	136	0	0	5043
1994	11/01	09/17	128	42	480	0	0	0	0	79.3	2185	2300	720	221	218	0	6207
1995	11/01	09/14	192	42	476	190	0	0	0	265	2318	1894	1307	1856	353	0	8662
1996	11/01	09/19	115	42	261	0	0	0	0	1237	2169	918	538	321	50.6	0	5497
1997	04/28	10/31	151	42	0	0	0	0	0	178	1898	1920	1997	956	438	294	7683
1998	11/01	10/31	120	42	491	0	0	0	0	0	1925	2017	1064	176	0	99.2	5776
1999	11/02	09/25	221	42	624	158	0	0	162	581	1808	1846	1884	1053	438	0	8559
2000	11/01	08/20	112	48.8	287	0	0	0	0	622	1838	1149	154	154	0	0	4208
2001	04/19	08/19	83	43	0	0	0	0	0	410	2542	2429	341	197	0	0	5922
2002	05/30	06/17	15	11.9	0	0	0	0	0	0	33.7	202	0	0	0	0	237
2003	05/16	09/15	53	42	0	0	0	0	0	0	1235	1491	115	0	287	0	3131
2004	11/28	10/23	129	62	29.8	69.4	0	0	0	69.4	1693	1321	246	36.4	913	445	4826
2005	05/06	10/25	99	42.7	0	0	0	0	0	0	1837	2004	699	255	98.0	175	5071
2006	04/15	10/30	133	42	0	0	0	0	0	863	1855	789	643	230	188	999	5570
2007	04/30	08/12	94	42.8	0	0	0	0	0	39.7	1752	1299	814	733	0	0	4640
2008	05/02	07/21	81	43	0	0	0	0	0	0	1785	1675	1664	0	0	0	5125
2009	04/27	07/09	74	42.7	0	0	0	0	0	198	1783	1090	307	0	0	0	3381
2010	04/27	07/14	63	42.9	0	0	0	0	0	238	2300	1408	85.7	0	0	0	4033
2011	05/15	07/05	55	42.8	0	0	0	0	0	0	1368	1845	476	0	0	0	3690
2012	04/02	06/05	60	42.7	0	0	0	0	0	1188	1713	392	0	0	0	0	3295
Minimum				11.9	0	0	0	0	0	0	33.7	83.3	0	0	0	0	236
Maximum				66.5	624	190	0	0	162	1305	2661	2893	2082	1856	913	999	9151
Average				43.842	42.1	6.64	0	0	2.58	346	1951	1904	676	222	86.6	43.1	5282

Diversion Comments

IYR	Comment Type	Not Used Code	Comments
1950	Diversion		
1951	Diversion		
1952	Diversion		
1953	Diversion		
1954	Diversion		
1955	Diversion		
1956	Diversion		
1957	Diversion		
1958	Diversion		
1959	Diversion		
1960	Diversion		
1961	Diversion		
1962	Diversion		
1963	Diversion		

Diversion Comments
Comments

IYR	Comment Type	Not Used Code	Comments
1964	Diversion		
1965	Diversion		
1966	Diversion		
1967	Diversion		
1968	Diversion		
1969	Diversion		
1970	Diversion		
1971	Diversion		
1972	Diversion		
1973	Diversion		
1974	Diversion		
1975	Diversion		
1976	Diversion		
1977	Diversion		
1978	Diversion		
1979	Diversion		
1980	Diversion		
1981	Diversion		
1982	Diversion		
1983	Diversion		
1984	Diversion		
1985	Diversion		
1986	Diversion		
1987	Diversion		
1988	Diversion		
1989	Diversion		
1990	Diversion		
1991	Diversion		406 ACRE FEET OF DIRECT FLOW RESERVOIR RAN IRRIGATED 55 ACRES HAY MEADOW, 457 ACRES ALFALFA, 843 ACRES PASTURE.
1992	Diversion		
1993	Diversion		47.6 ACRE FEET PROJECT RESERVOIR WATER RAN, 60 ACRE FEET DIRECT FLOW WATER RAN. IRRIGATED 55 ACRES HAY MEADOW, 457 ACRES ALFALFA, 843 ACRES PASTURE.
1994	Diversion		
1995	Diversion		
1996	Diversion		
1997	Diversion		IRRIGATED 55 ACRES HAY MEADOW, 497 ACRES ALFALFA, 803 ACRES PASTURE. STORED 748 AF. DIRECT FLOW WATER AND RAN 640 AF.
1998	Diversion		
1999	Diversion		IRRIGATED 55 ACRES HAY MEADOW, 497 ACRES ALFALFA, 803 ACRES PASTURE. DIRECT FLOW WATER RECORDED UNDER PLATORO ID. 3574.
2000	Diversion		IRRIGATED 55 ACRES HAY MEADOW, 497 ACRES ALFALFA, 803 ACRES PASTURE.
2001	Diversion		IRRIGATED 55 ACRES HAY MEADOW, 497 ACRES ALFALFA, 803 ACRES PASTURE.
2002	Diversion	No water available	IRRIGATED 200 ACRES PASTURE.
2003	Diversion		IRRIGATED 55 AC HAY MEADOW, 497 AC ALFALFA, 803 AC PASTURE. 216 AF DFS WATER RAN IN HEADS MILL ID 554. 60AF DFS WATER RAN IN SAN JUAN SAN RAFAEL ID 624.
2004	Diversion		IRR 55 AC HAY MEADOW, 497 AC ALFALFA, 803 AC PASTURE. 211.6 AF DFS RAN IN HEADS MILL ID 554. 873.5 AF DFS RAN IN SAN JUAN SAN RAFAEL ID 624. 40.5 AF DFS RAN IN SAN RAFAEL
2005	Diversion		IRR 55 AC HAY MEADOW, 497 AC ALFALFA, 803 AC PASTURE. 168.8 AF DFS RAN IN HEADS MILL ID 554. 273.5 AF DFS RAN IN SAN JUAN SAN RAFAEL ID 624.
2006	Diversion		IRRIGATED ACRES INCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. 205.3 AF DFS RAN IN HEADS MILL ID 554. 834.1 AF DFS RAN IN SAN JUAN SAN RAFAEL ID 624.
2007	Diversion		IRRIGATED ACRES INCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. 205.3 AF DFS RAN IN HEADS MILL ID 554. 834.1 AF DFS RAN IN SAN JUAN SAN RAFAEL ID 624.
2009	Diversion		1360 ACRES IRRIGATED NCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. DFS RAN IN HEADS MILL ID 554. SAN JUAN SAN RAFAEL ID 624.
2010	Diversion		1360 ACRES IRRIGATED NCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. DFS RAN IN HEADS MILL ID 554. SAN JUAN SAN RAFAEL ID 624.
2011	Diversion		1360 ACRES IRRIGATED NCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. DFS RAN IN SAN JUAN SAN RAFAEL ID 624.

Structure Name: CANON IRRIGATING D

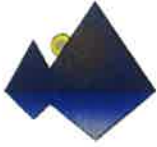
WDID 3/22/2014 2208524

Diversion Comments
Comments

IYR	Comment Type	Not Used Code	
2012	Diversion		1360 ACRES IRRIGATED NCLUDE HAY MEADOW, ALFALFA, AND SMALL GRAINS. DFS RAN IN SAN JUAN SAN RAFAEL ID 624.

HISTORICAL RECORD FOR
COMING RIVER NEAR MOORE, CO
contingency 36-yr-JR (updated 2-3-2014)

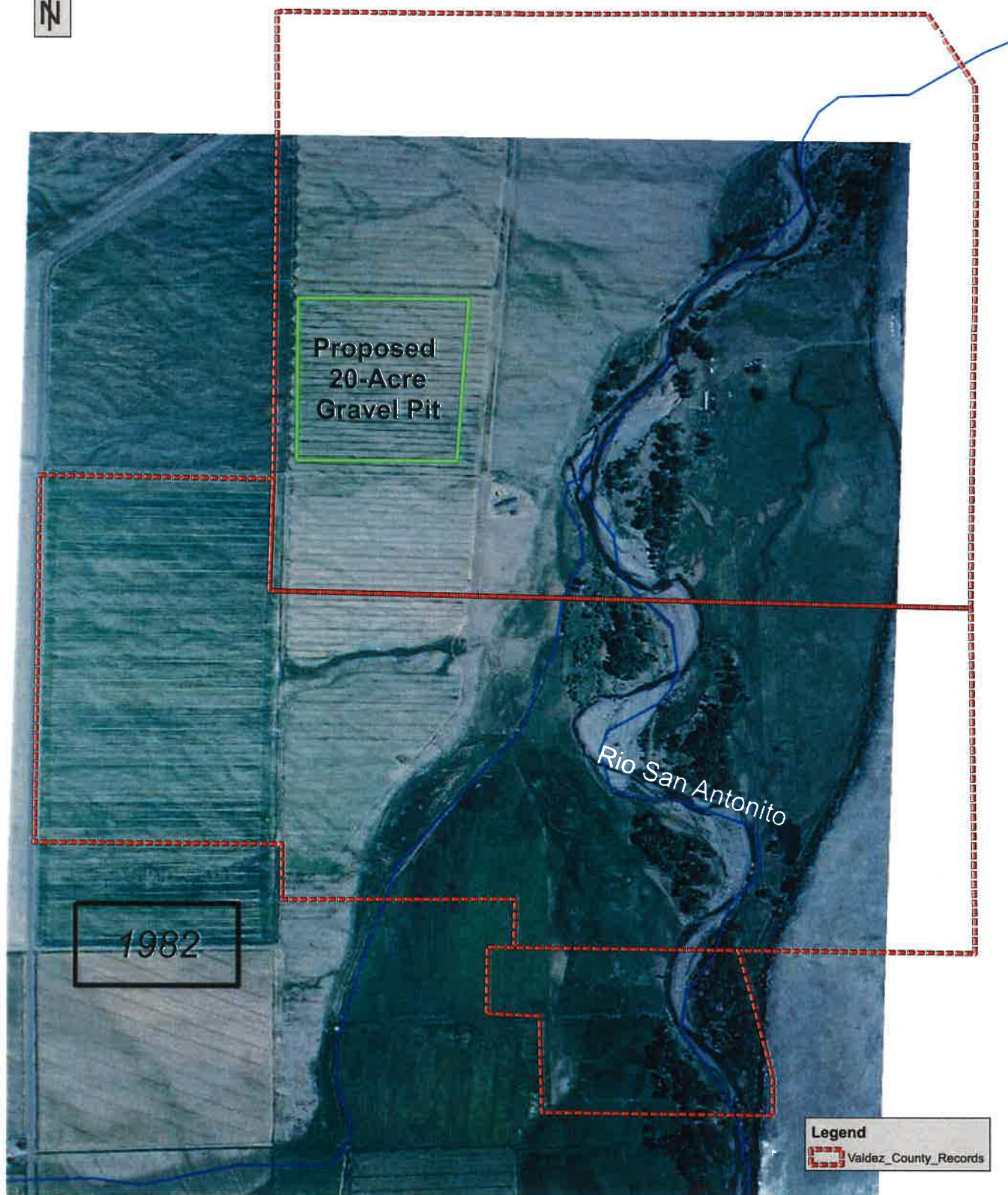
YEAR	TOTAL MONTHLY FLOW IN ACRES-FOOT												(JAN. DEC) YEAR (AF)	WATER YEAR (AF)	(APR. SEP) FORECAST TOTAL (AF)	PEAK INITIAL FLOW (CFS)	DATE	CONMOGCO ANNUAL AS A % OF AVERAGE	POST RUNOFF PERIOD JUN + OCT TOTAL (AF)	VOLUME AS A % OF AVERAGE
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC								
2013	2,336	2,126	3,761	7,865	39,323	22,300	8,416	10,037	10,346	7,783	4,239	2,793	121,539	114,434	84,989	1,270	25-May	89%	23,939	82%
2012	2,442	2,416	8,091	30,432	42,063	18,317	9,797	7,088	4,246	3,194	2,418	2,188	135,140	198,468	113,979	1,110	27-Apr	83%	21,861	76%
2011	2,821	2,348	4,336	11,167	28,788	77,011	28,384	11,264	17,169	12,764	7,448	2,743	188,307	188,307	188,307	1,800	7-Jun	92%	32,914	119%
2010	2,859	2,768	4,160	22,790	63,037	96,187	18,493	12,411	12,200	4,368	2,832	2,658	198,413	202,188	178,108	2,300	29-May	92%	19,387	68%
2009	3,314	3,268	8,328	17,246	62,382	88,727	22,410	18,003	7,323	7,833	3,306	2,428	251,788	232,628	264,783	1,380	13-May	187%	28,065	98%
2008	2,891	3,189	8,786	68,688	68,688	68,688	27,808	16,648	16,648	8,878	3,422	2,801	282,912	287,929	238,334	2,350	4-Jun	121%	27,477	87%
2007	3,164	3,044	10,412	18,821	63,831	89,788	31,793	16,804	10,932	12,888	5,431	3,389	283,800	218,826	184,389	1,438	19-May	94%	32,089	123%
2006	2,797	2,795	3,674	18,897	62,352	31,714	15,148	16,086	14,238	25,963	8,648	3,364	189,888	199,271	164,988	1,728	28-May	89%	44,323	159%
2005	3,179	2,892	4,132	27,384	81,683	86,889	31,836	12,518	11,714	18,049	8,237	3,348	203,326	273,287	281,893	2,540	24-May	198%	42,342	184%
2004	2,378	2,487	10,092	16,007	63,071	89,886	17,088	7,088	10,286	3,888	4,428	2,672	186,868	181,332	168,889	1,770	8-Jun	91%	31,448	111%
2003	2,918	1,771	3,344	8,080	42,874	34,968	16,898	5,834	12,788	4,824	3,664	2,386	131,238	127,948	113,312	1,440	29-May	81%	18,018	64%
2002	2,224	1,898	3,698	16,136	17,238	8,748	2,878	1,681	1,908	2,838	2,222	1,543	88,232	88,232	41,441	441	19-May	28%	13,481	49%
2001	2,899	2,882	4,388	15,412	78,886	62,884	19,386	12,048	8,832	4,814	2,688	2,424	285,163	287,272	186,276	2,800	19-May	96%	18,037	67%
2000	2,537	2,632	3,208	13,882	42,546	23,618	16,838	8,384	8,384	8,487	3,768	2,864	128,828	134,363	162,872	1,468	25-May	87%	28,648	73%
1999	2,735	3,047	8,913	10,988	43,275	89,489	32,889	18,081	13,742	7,742	2,882	2,973	222,481	225,123	188,138	1,888	16-Jun	103%	24,371	89%
1998	3,064	2,787	8,987	88,485	62,728	28,194	13,888	7,787	6,823	4,637	3,648	3,048	188,284	282,828	167,708	1,748	26-May	89%	28,488	91%
1997	2,829	2,737	8,172	13,484	67,487	88,228	34,327	28,881	16,477	14,886	4,833	3,884	281,878	273,319	245,276	2,478	2-Jun	139%	27,882	134%
1996	3,188	2,887	4,888	16,187	68,887	27,881	16,289	14,888	7,288	6,778	3,648	2,788	178,888	172,888	164,888	1,888	18-May	78%	24,448	87%
1995	2,888	2,828	7,817	24,883	87,787	88,288	22,888	8,888	7,888	4,888	4,388	3,488	218,887	218,887	284,888	2,318	18-Jun	148%	28,888	109%
1994	3,079	3,728	8,928	28,918	88,728	38,444	17,448	18,134	8,888	8,888	2,787	1,888	188,888	228,888	211,771	2,218	2-Jun	111%	28,882	101%
1993	3,070	2,728	8,944	15,884	88,071	89,888	40,888	18,888	8,888	4,888	4,387	3,178	282,888	274,778	246,449	2,258	27-May	139%	24,718	87%
1992	2,848	2,828	3,877	13,448	48,384	23,884	23,884	17,888	9,384	8,798	3,438	2,728	178,388	177,888	164,887	2,318	24-May	88%	24,718	88%
1991	2,888	2,888	3,888	22,873	71,884	68,882	28,731	21,828	12,872	8,831	4,142	3,464	228,888	246,388	218,888	1,928	21-May	119%	23,888	81%
1990	1,817	1,817	3,888	8,882	41,810	48,874	18,888	12,872	7,818	12,948	4,388	3,988	163,317	163,317	134,888	1,737	7-Jun	78%	28,348	108%
1989	3,079	3,728	8,928	28,918	88,728	38,444	17,448	18,134	8,888	8,888	2,787	1,888	188,888	184,888	168,287	1,818	30-May	88%	28,221	107%
1988	3,084	3,084	4,888	10,888	38,188	48,882	28,888	18,888	8,888	4,888	4,387	3,178	188,888	183,388	183,384	1,882	7-Jun	78%	22,388	79%
1987	3,718	3,718	3,888	4,728	18,872	84,188	18,877	48,447	28,144	22,837	11,882	6,431	282,888	278,228	288,228	2,818	18-Jun	139%	28,881	108%
1986	7,188	3,711	8,182	31,288	78,428	188,187	47,827	12,718	13,824	14,328	8,832	7,187	284,488	284,488	284,488	2,848	18-Jun	188%	28,211	108%
1985	3,878	2,783	8,918	48,832	132,343	81,888	18,221	11,148	11,848	7,828	8,982	3,982	278,324	288,481	237,288	2,328	28-Jun	174%	28,848	139%
1984	3,882	3,164	8,488	13,887	88,528	78,348	23,884	11,878	8,242	8,138	5,888	4,732	247,888	246,384	218,888	2,828	25-May	114%	28,748	109%
1983	3,884	3,884	8,418	18,888	42,728	112,488	48,983	15,488	8,188	8,888	4,187	4,088	271,388	278,788	248,388	2,888	21-Jun	129%	38,118	124%
1982	3,718	3,888	4,728	18,872	84,188	188,877	48,447	28,144	22,837	11,882	6,431	4,828	318,888	318,881	278,873	2,488	18-Jun	168%	24,887	123%
1981	2,184	1,888	3,888	11,431	38,847	37,385	8,488	6,417	8,838	12,388	3,882	3,841	132,184	138,834	164,318	1,870	8-Jun	81%	28,878	102%
1980	2,382	3,188	4,882	22,883	88,688	188,828	44,841	22,823	8,824	3,821	3,013	2,323	288,388	281,818	274,888	2,788	18-Jun	138%	18,888	68%
1979	2,881	2,487	3,828	16,887	62,388	118,818	88,288	14,134	3,837	2,787	2,388	2,388	288,387	284,881	288,827	2,888	28-May	161%	18,888	68%
1978	2,442	2,351	3,844	13,847	42,843	62,314	16,118	3,872	1,884	2,132	2,787	2,428	178,878	181,181	182,140	2,388	18-Jun	82%	18,883	68%
1977	1,888	2,888	8,134	19,182	22,817	11,887	4,288	8,883	4,838	8,178	2,888	2,481	77,887	78,788	88,888	888	18-May	38%	17,882	68%
1976	2,771	3,281	3,281	8,414	88,433	87,888	18,311	8,178	3,874	4,884	4,817	1,888	187,818	218,388	174,888	2,108	29-May	91%	22,414	79%
1975	2,888	2,871	3,888	8,818	88,878	188,828	82,178	11,884	8,888	3,837	25,888	3,881	288,788	272,388	288,888	2,328	14-Jun	137%	41,182	148%
1974	2,882	2,791	8,448	11,348	87,138	38,288	12,128	11,884	3,831	3,874	3,841	2,488	181,887	182,884	148,227	1,718	28-May	74%	28,788	74%
1973	3,211	3,061	3,888	8,487	88,341	184,874	88,817	13,483	3,791	4,388	3,188	3,888	283,112	283,772	283,772	2,848	19-Jun	131%	28,638	73%
1972	2,718	3,088	8,448	18,278	38,882	23,845	6,278	2,717	3,283	14,888	6,788	3,718	128,818	131,881	88,883	882	21-May	68%	38,888	138%
1971	3,483	3,083	8,831	17,818	38,382	88,883	22,873	7,888	4,882	8,888	4,488	3,188	178,783	188,131	188,131	1,328	18-Jun	79%	31,128	119%
1970	3,412	3,231	3,881	8,184	78,882	88,888	21,884	8,438	8,888	18,782	8,888	4,888	288,888	288,888	281,888	2,818	14-Jun	109%	33,718	119%
1969	3,218	3,314	3,882	17,438	78,881	73,848	38,288	23,288	12,884	12,788	10,888	4,281	272,448	288,217	284,878	2,288	31-May	128%	37,878	134%
1968	2,713	2,822	4,888	8,842	88,188	88,188	28,288	23,288	7,748	4,448	13,832	3,184	268,888	221,881	211,318	2,288	6-Jun	112%	31,873	112%
1967-13																				
AVG. AF	3,012	3,042	3,398	10,847	57,948	64,880	27,880	13,182	8,882	8,258	5,338	3,188	218,713	188,488	188,488	1,878	4-Jun		28,218	
Daily (cfs)	48.0	84.3	87.3	276.1	942.4	1047.1	442.4	214.5	138.4	134.3	88.5	81.8	288.1		819.3				78.1	
MAX. AF	7,188	8,888	18,882	48,823	88,834	122,343	78,228	28,288	28,441	28,883	28,888	7,147	378,324	337,286	337,286	2,288	(1888)		82,211	
MIN. AF	1,888	1,771	3,888	7,888	17,238	8,748	2,878	1,881	1,888	2,132	2,222	1,543	88,232		41,441	441	(1888)		13,881	



Summit Engineering Co
(719) 589-6147
P.O. Box 1897 Alamosa, CO 81101
summitengco@gmail.com

3/19/2015

Historical Aerial Images
1982-2013



Map of Valdez Property
Costilla County, Colorado

Prepared May 15, 2014

SD 2 of 73

0 250 500 1,000
Feet





Legend

 Valdez County Records

Map of Valdez Property
Costilla County, Colorado
Prepared May 16, 2014

Scale: 1"=800'



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Legend

 Valdez County Records

Map of Valdez Property
Costilla County, Colorado
Prepared May 16, 2014

Scale: 1"=800'





Legend

Valdez County Records

Map of Valdez Property
Costilla County, Colorado
Prepared May 16, 2014

Scale: 1"=800'





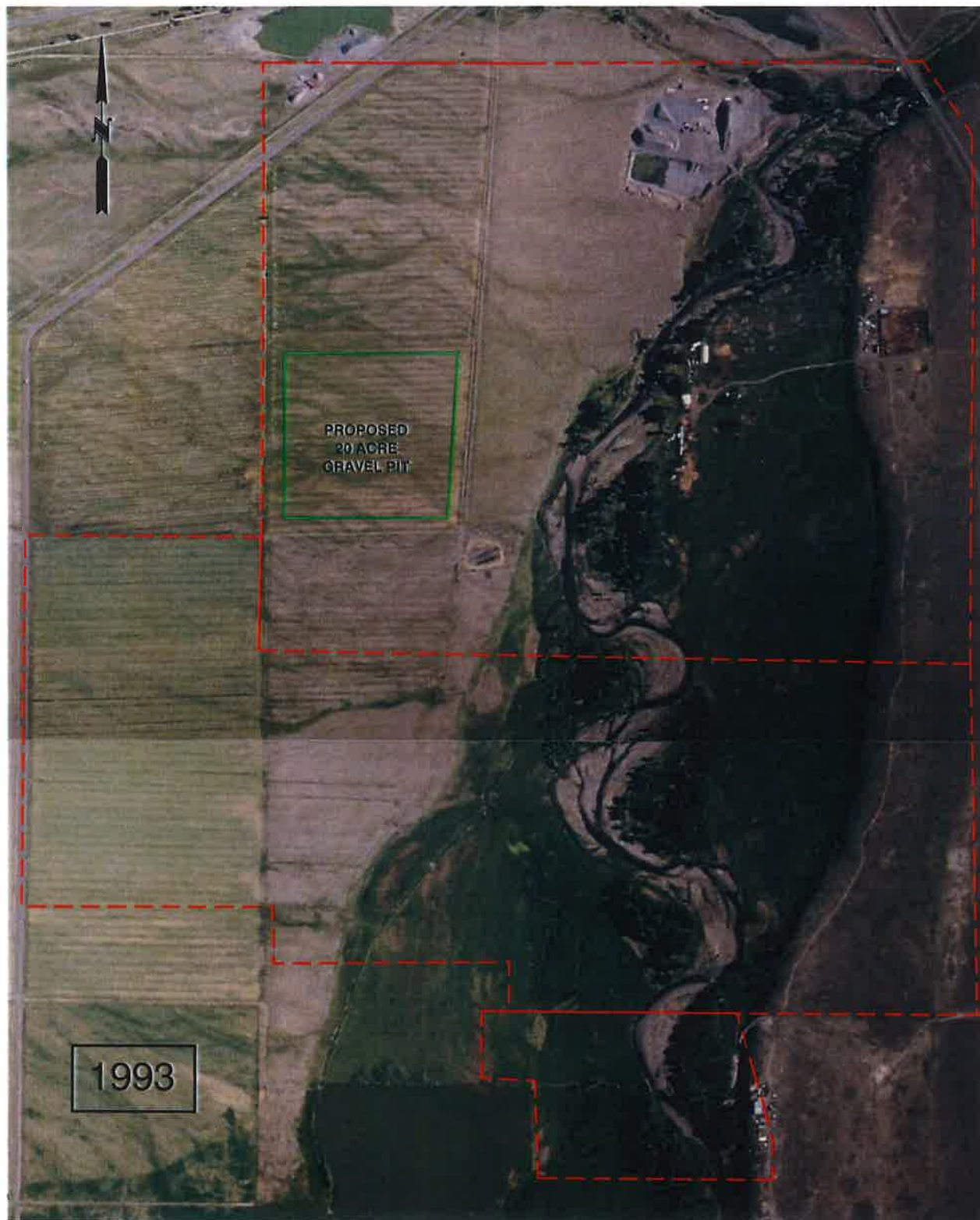
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Valdez County Records

Map of Valdez Property
Costilla County, Colorado
Prepared May 16, 2014

Scale: 1"=800'





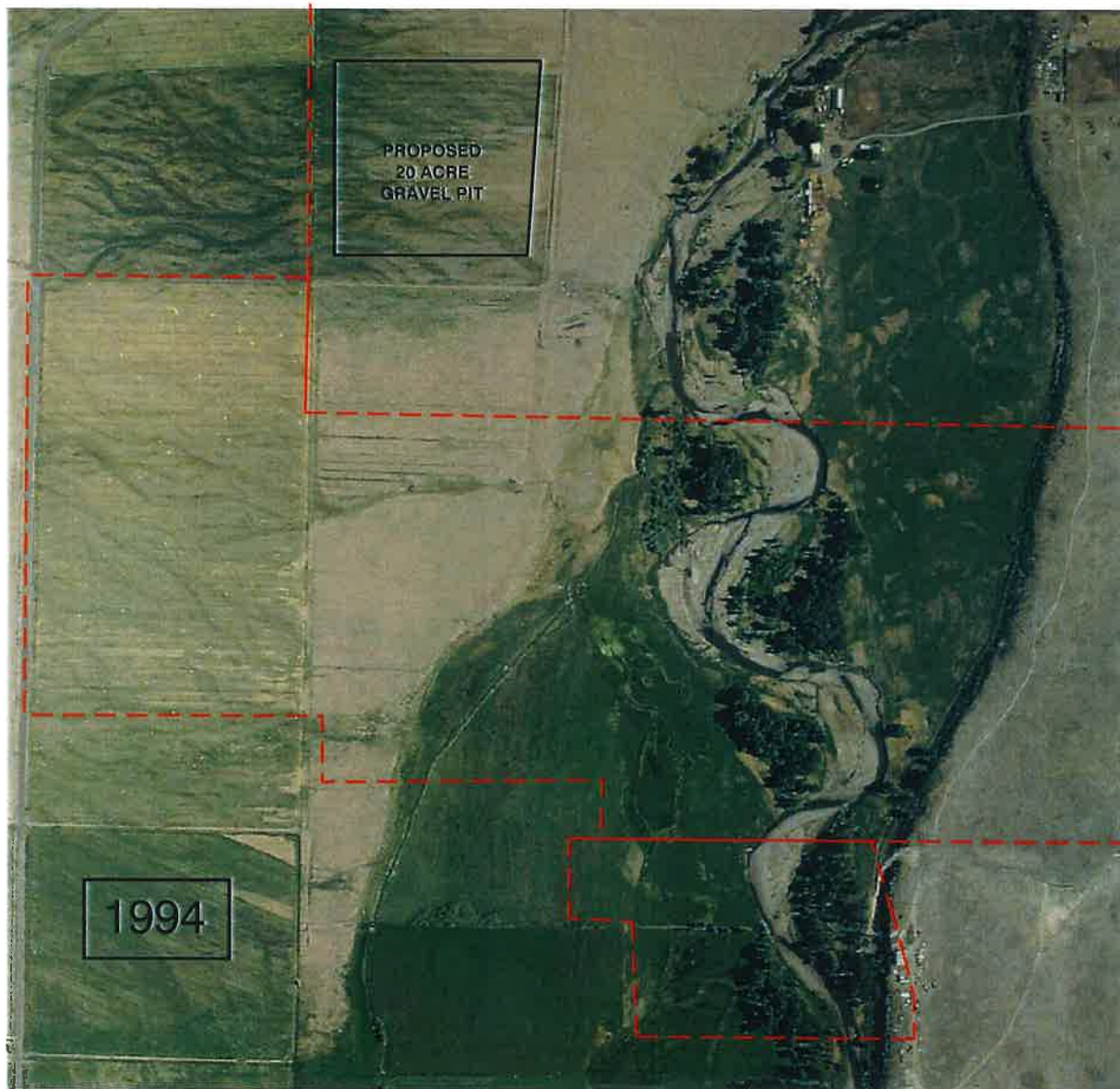
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 Valdez County Records


Map of Valdez Property
Costilla County, Colorado
Prepared May 16, 2014

Scale: 1"=800'





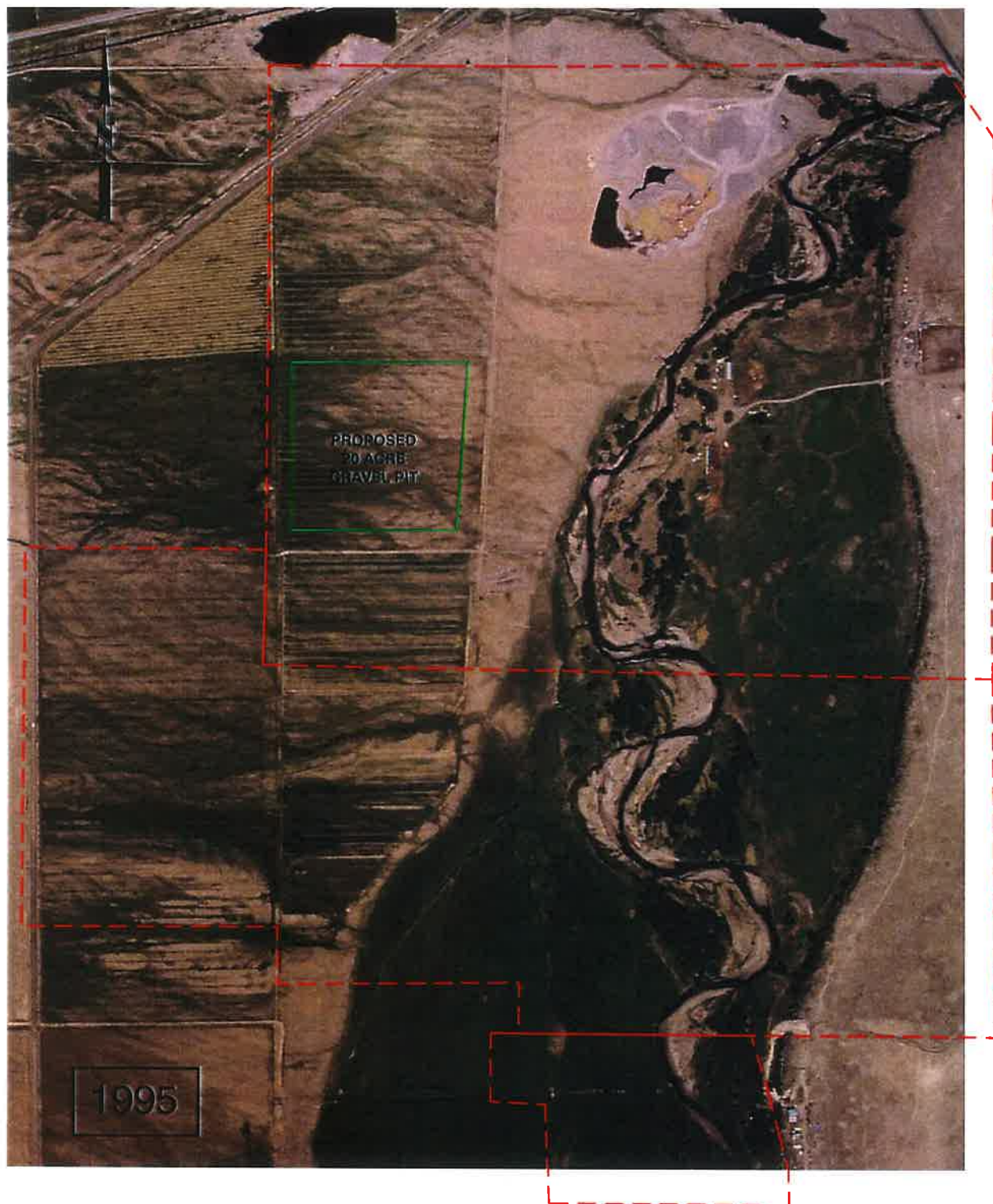
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 Valdez County Records

Map of Valdez Property
Costilla County, Colorado
Prepared May 16, 2014

Scale: 1"=800'





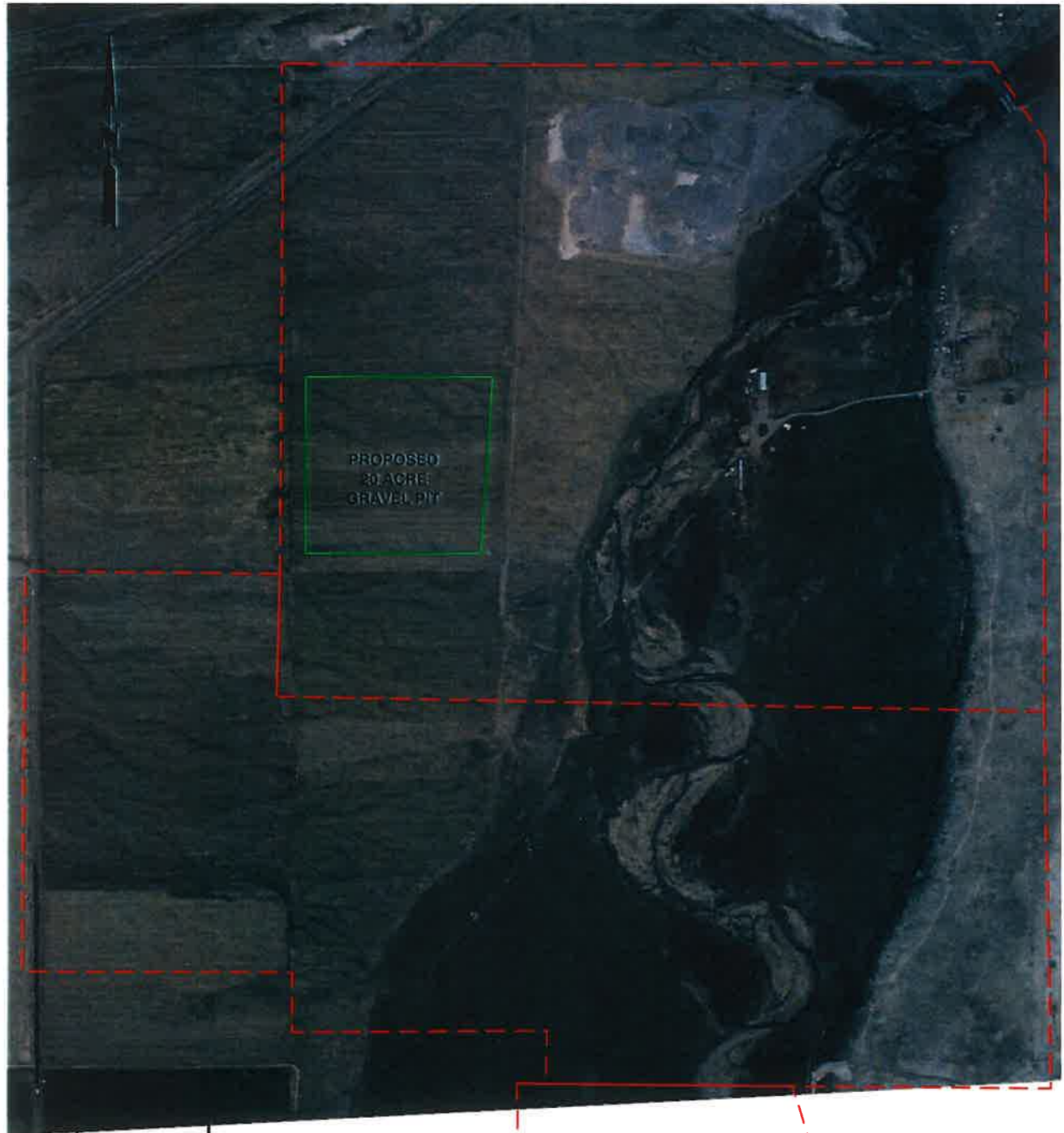
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Valdez County Records

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Costilla County, Colorado
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1996

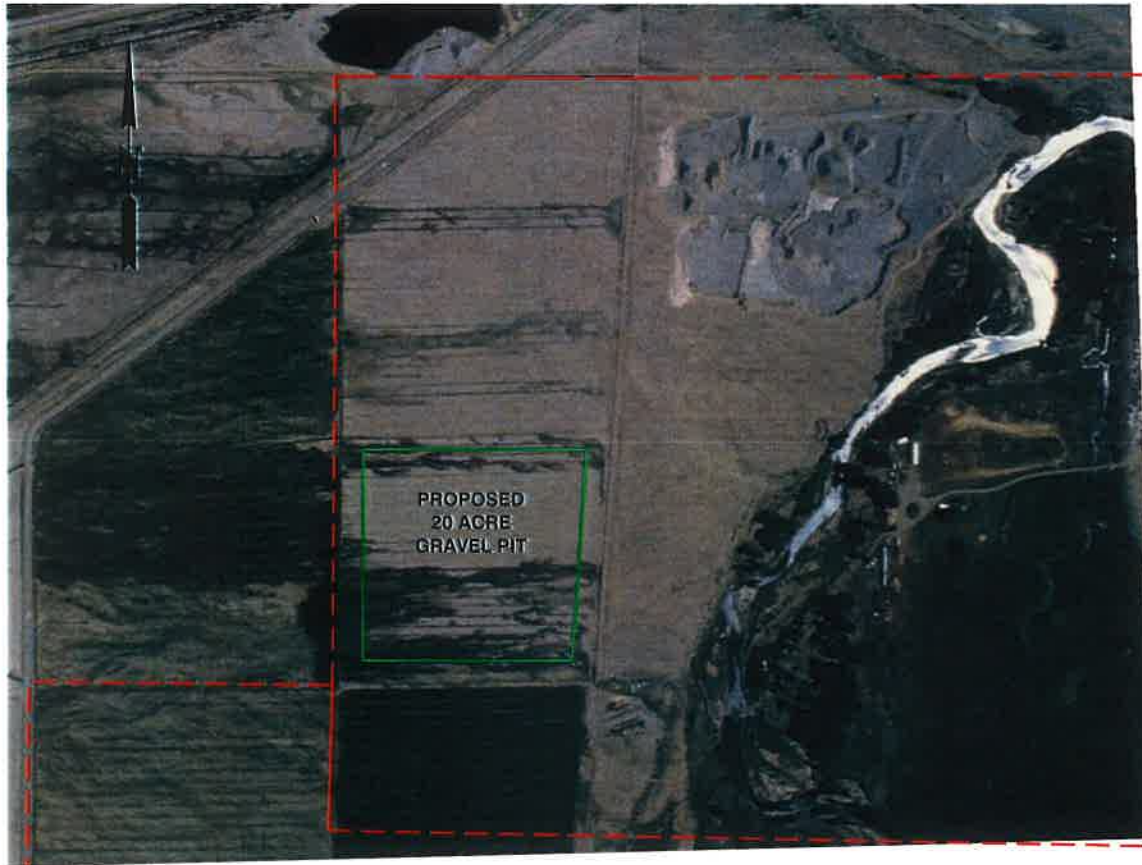
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1997

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Valdez County Records

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Legend

 Valdez County Records

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Scale: 1"=800'





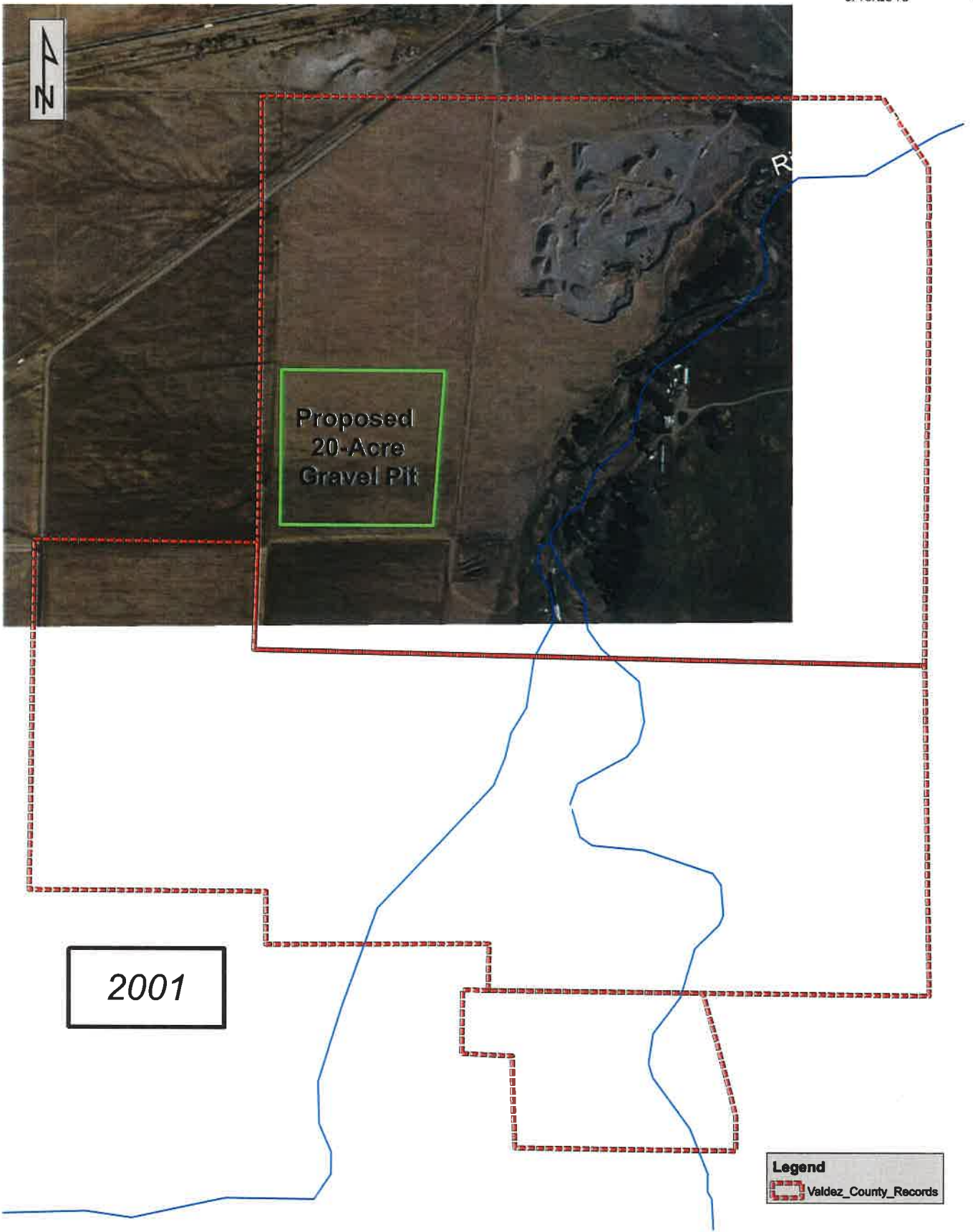
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 Valdez County Records

Map of Valdez Property
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Prepared May 16, 2014

Scale: 1"=800'



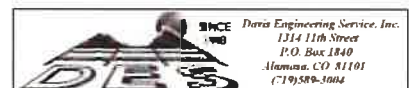


Map of Valdez Property
Costilla County, Colorado

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SD 14 of 73

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Feet



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27

Proposed
20-Acre
Gravel Pit

Rio San Antonio

2002

Legend

Valdez_County_Records

Map of Valdez Property
Costilla County, Colorado

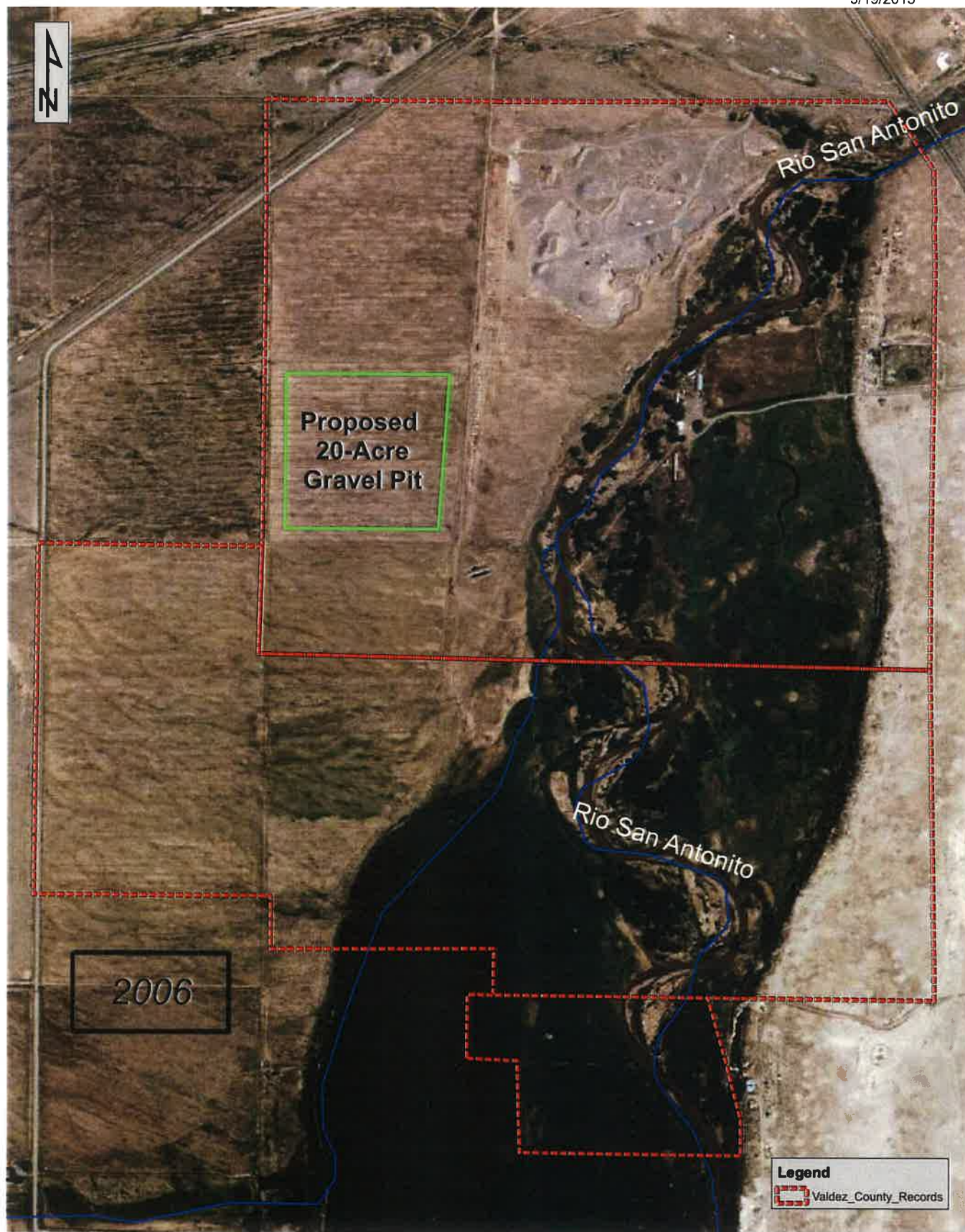
Prepared May 15, 2014

SD 15 of 73

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27



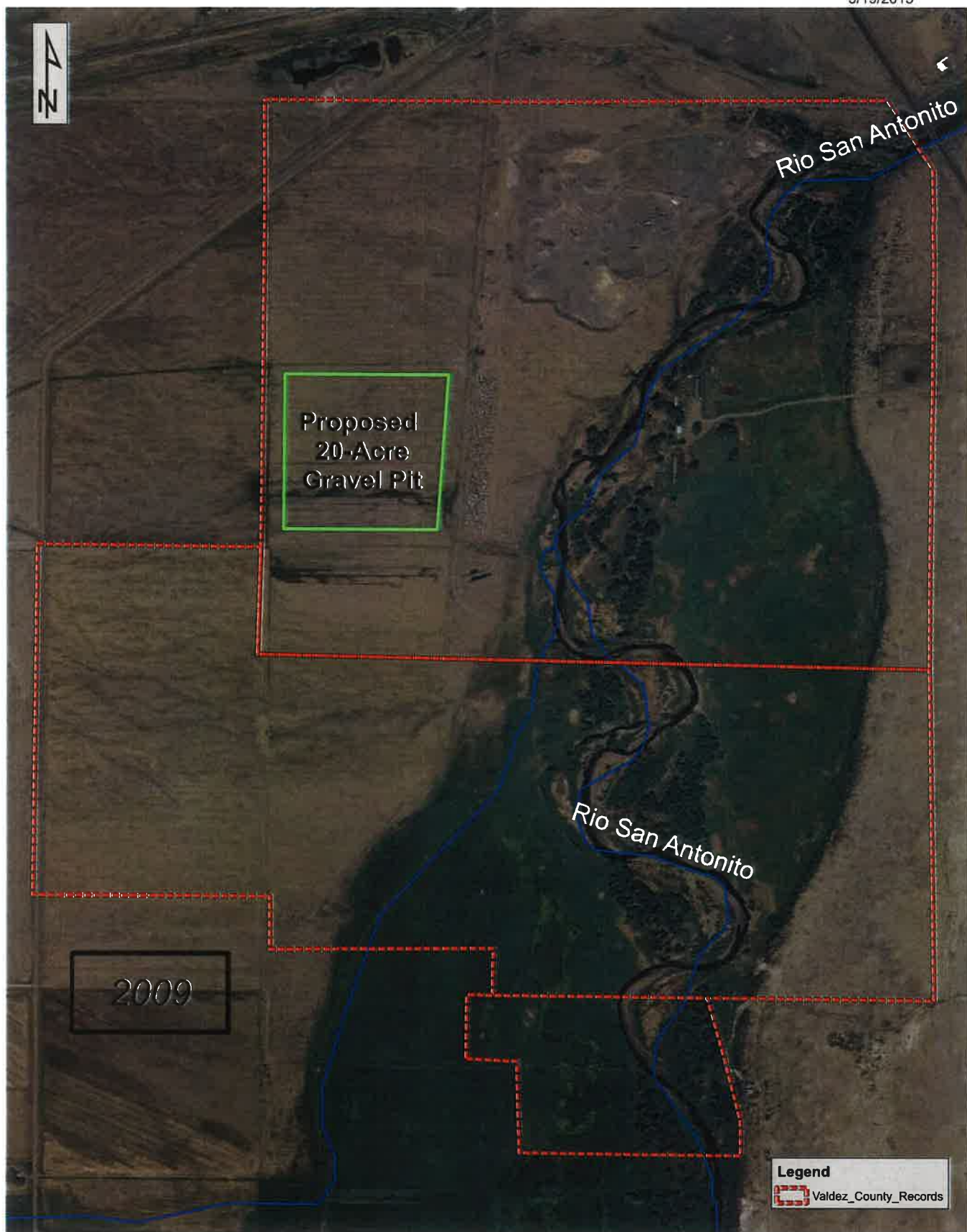
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 Valdez County Records

Map of Valdez Property
 Costilla County, Colorado

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 SD 16 of 73

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 Feet

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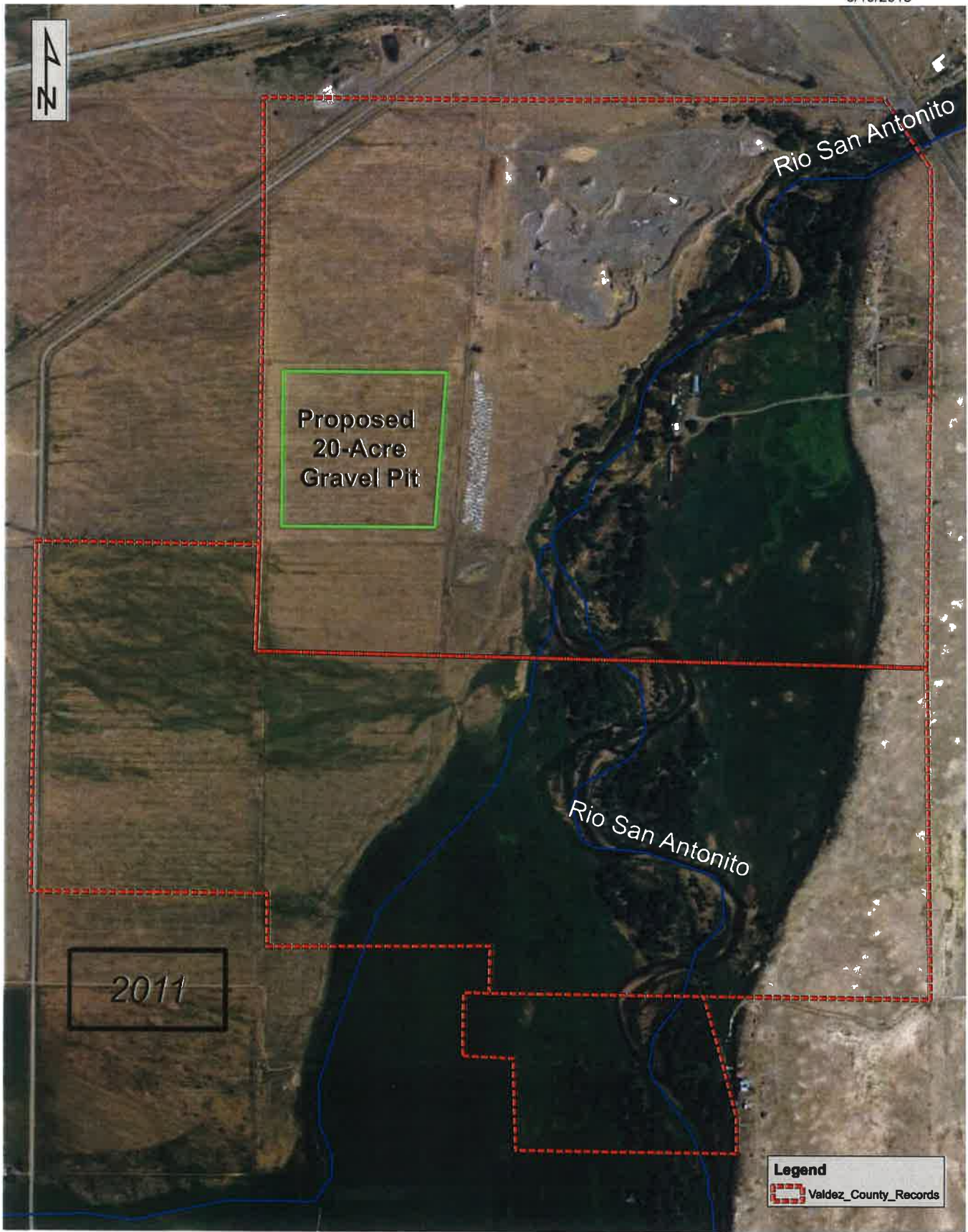
Map of Valdez Property
Costilla County, Colorado

Prepared May 15, 2014

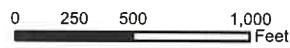
SD 17 of 73

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Feet





Map of Valdez Property
Costilla County, Colorado
Prepared May 15, 2014
SD 18 of 73



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Rio San Antonio

Proposed
20-Acre
Gravel Pit

Rio San Antonio

2013

Legend

 Valdez County Records

Map of Valdez Property
Costilla County, Colorado

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SD 19 of 73

0 250 500 1,000
Feet



DES

SINCE 1988

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EXHIBIT H
Wildlife Information



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

Exhibit H
Robins Pit Reclamation & Expansion
Wildlife Resources Report
Sue Swift-Miller, Wildlife Biologist
February 2, 2025

1. Introduction

Robins Construction is proposing to develop a new sand and gravel pit adjacent to their existing pit at the Robins Pit site in Antonito, CO located within Conejos County. Concurrently, reclamation of the existing site would also occur. The purpose of this report is to satisfy the requirements outlined in Section 6.4.8 of the Colorado Mined Land Reclamation Board Construction Material Rules and Regulations:

The operator/applicant shall include in this exhibit, a description of the game and non-game resources on and in the vicinity of the application area, including;

- a.) A description of the significant wildlife resources on the affected land;
- b.) seasonal use of the area;
- c.) threatened or endangered species; and
- d.) general effect during and after the proposed operation on the existing wildlife of the area.

This Report provides this necessary information and recommendations for management of wildlife resources including any measures to avoid, minimize, or mitigate impacts where necessary and practicable.

1.1 Project Description and Location

The project is located South of Antonito CO, near the intersection of Hwy. 285 and Hwy. 17 in Conejos county. The project area is divided by roads and parcel boundaries, adjacent to major highways and municipal development. The Project area is 114 acres, and the Proposed plan is to reclaim 46 acres of an existing gravel pit and mine 68 adjacent acres of new development.

New development is expected to occur at roughly 6.5 acres/year, with approximate lifespan of roughly 10 years. Phased development with concurrent reclamation of the previously mined areas would occur. Mined material would be used for aggregate and road base, largely for highway and road construction projects.

Reclamation of the old pit would begin in 2025, at a minimum rate of approximately 5-6 acres per year, with fastest proposed reclamation activities to be complete as early as 2026.

Habitat within the proposed new expansion area can be described as previously cultivated pasture and rangeland, now largely dominated by bunchgrasses (primarily sand dropseed and blue grama), kochia and sparse rabbitbrush (Photo 1.). The Project Area is entirely composed of uplands habitat, with no riparian habitat or wet or moist soils or riparian plants present. The San Antonio River lies to the east of the Project Area (2,000 feet away from new pit development) and is periodically ephemeral at this location. There is also a small (less than 0.5 acre) recharge pit approximately 1,600 feet away from the southwestern edge of the new pit development that is seasonally filled by ditch water to provide augmentation water for an off-site well. Neither the San Antonio River nor the recharge pit are within the Project boundary and will not be impacted by the Proposed Project. The surrounding landscape is dominated by actively farmed, grazed and developed lands (residential and some commercial). Given the location of the Robins Pit just south of the town of Antonito, adjacent to a major highway, near to multiple other roads, buildings, a small solar array, powerlines, radio towers and other disturbances, habitat fragmentation and degradation has already diminished wildlife value of the immediate area.

Photo 1. General habitat conditions within mining expansion area.



This Project also proposes to reclaim 46 acres of the existing Robins Pit, concurrent with the new mining activities. The active pit currently provides no wildlife habitat, due to extensive vegetation removal and active mining activities (Photos 2 and 3).

Photo 2. Active Robins Pit.



Photo 3. Active Robins Pit.



Beyond the immediate Project Area, however, there is expansive wildlife habitat available. Conejos County is comprised of 826,240 acres, of which 67.2% is public lands (555,233 acres), with 36.41% U.S. Forest Service lands, 23.39% Bureau of Land Management Lands, and 7.1% Colorado State lands. The remaining 271,741 (32.8%) is privately owned or within unincorporated municipalities. But within this 271,741 acres of private land, only about 26,500 acres or roughly 3.2% are considered “developed”, with 150,119 acres in irrigated farmlands, 56,333.6 acres in rangelands and 38,736 acres are considered low impact land use (undeveloped private lands, mostly mountain in-holdings surrounded by U.S. Forest Service lands; 2002 Conejos County Comprehensive Land Use Plan). In all, Conejos County is comprised of large acreages of federal and state- owned protected lands, with most private lands in agricultural production, resulting in a landscape that in general provides high quality, contiguous wildlife habitats.

Conejos County is entirely situated within the San Luis Valley-Taos Plateau Level IV Ecoregion, and is dominated by Basin Grassland and Shrubland and Montane and Subalpine Conifer habitat macrogroups, with small areas of Pinyon-Juniper Woodland and Riparian and Wetland System components.

2. Description of Significant Wildlife Resources on the Affected Land:

Colorado Parks and Wildlife (CPW), a division of the Colorado Department of Natural Resources, has the statutory authority for managing and conserving wildlife resources within state borders, for hunted, fished and non-game wildlife, including state listed and threatened and endangered species.

CPW Priority Habitats:

Utilizing the CPW High Priority Habitat Web Map Application, no mapped winter range for Big Game species was found in the Project Area (Map 1). The light blue area in Map 1 is mapped Elk severe Winter Range, and the dark blue is Pronghorn Winter Concentration Areas. The only other mapped Priority Habitat within the general area is the San Antonio River, mapped in pink, which is classified as Aquatic Native Species Conservation Waters. No Priority Habitats are within the Project Area.

Map 1. CPW High Priority Habitat map, created with Web Map Application.



Local CPW staff provided a list of species potentially occurring within the project area (Ruybalid, pers. Comm.; Table 1.). The list includes birds, mammals and reptiles. Table 1. also lists the season each species is expected to occur within the project area.

Table 1. CPW-Identified Species with Potential to Occur in the Project Area

Common Name	Scientific Name	Season Species is Expected to occur in the Project Area
Vesper Sparrow	<i>Pooecetes gramineus</i>	Breeding
Western Meadowlark	<i>Sturnella neglecta</i>	Breeding
Horned Lark	<i>Eremophila alpestris</i>	Year-round
Savannah Sparrow	<i>Passerculus sandwichensis</i>	Breeding
Brewer's Sparrow	<i>Spizella breweri</i>	Breeding
Mourning Dove	<i>Zenaida macroura</i>	Year-round
Desert cottontail	<i>Sylvilagus audubonii</i>	Year-round
White-tailed jackrabbit	<i>Lepus townsendii</i>	Year-round
Short-horned lizard	<i>Phrynosoma douglassii</i>	Year-round
Ord's Kangaroo rat	<i>Dipodimys ordii</i>	Year-round
Deer mouse	<i>Peromyscus maniculatis</i>	Year-round
Coyote	<i>Canis latrans</i>	Year-round
Western terrestrial Garter snake	<i>Thamnophis elegans</i>	Year-round
Bull snake	<i>Pituophis melnoleucus</i>	Year-round
Western rattlesnake	<i>Crotalus viridis</i>	Year-round
Northern pocket gopher	<i>Thomomys talpoides</i>	Year-round
Red fox	<i>Vulpes vulpes</i>	Year-round
Bald eagle	<i>Haliaeetus leucocephalus</i>	Wintering
Gunnison's prairie dog	<i>Cynomys gunnisoni</i>	Remnant, currently unoccupied burrows

Threatened and Endangered Species:

CPW has statutory authority for state listed threatened and endangered species, while the U.S. Fish and Wildlife Service has management authority for the species that are protected under the federal Endangered Species Act.

Colorado State Listed Species

CPW's threatened and endangered list includes amphibians, birds, fish, and mammals. Table 2 summarizes the state listed species that were evaluated for presence within the Project area and the status and the likelihood of occurrence in the study area.

Table 2: Colorado State Listed Species and Their Likelihood of Occurrence Within the Project Area

Common Name	Scientific Name	State Status	Likelihood of Occurrence Within the Project Area
Boreal Toad	<i>Bufo boreas</i>	SE	Unlikely to occur, no suitable habitat within the Project Area. Habitat includes mountain lakes, ponds, meadows, and wetlands in subalpine forests, typically above 8,500 feet.
Burrowing Owl	<i>Athene cunicularia</i>	ST	Potential to occur in Project area. Burrowing Owls are known to utilize prairie dog colonies for habitat. No known active prairie dog colonies were observed within the Project area, although remnant burrows are in the vicinity.
Least Tern	<i>Sternula antillarum</i>	SE	Unlikely to occur, no suitable habitat within the Project Area. Habitat includes wetlands and riparian areas.
Lesser Prairie Chicken	<i>Tympanuchus pallidicinctus</i>	ST	Unlikely to occur and outside species known range. Occupies the grasslands of Texas, Oklahoma, New Mexico, Kansas, and southeastern Colorado, outside the Project area.
Mexican Spotted Owl	<i>Strix occidentalis lucida</i>	ST	Unlikely to occur, no suitable habitat within the project Area. Habitat consists of mature mixed-conifer, pine- oak, and riparian forest in canyon habitat.
Plains Sharp-Tailed Grouse	<i>Tympanuchus phasianellus jamesii</i>	SE	Unlikely to occur and outside species known range.
Piping Plover	<i>Charadrius melodius circumcinctus</i>	ST	Unlikely to occur. The study area is outside typical breeding and wintering distribution. Occurs in the Platte River watershed downstream in Nebraska.
Southwestern Willow Flycatcher	<i>Empidonax trailii extimus</i>	SE	Unlikely to occur. No suitable habitat (dense willow stands near perennial water) near Project Area, although within the range of the species.
Whooping Crane	<i>Grus americana</i>	SE	Unlikely to occur. No suitable habitat and outside

			typical distribution area.
Arkansas Darter	<i>Etheostoma Cragini</i>	ST	Unlikely to occur and outside species known range. The range of the species occurs within the Arkansas River drainage, outside of the Project area.
Bonytail	<i>Gila elegans</i>	SE	Unlikely to occur and outside species known range. Does not occur east of the Continental Divide.
Brassy Minnow	<i>Hybognathus hankinsoni</i>	ST	Unlikely to occur, outside species known range. This species occurs in the Lower South Platte River Basin.
Colorado Pikeminnow	<i>Ptychocheilus lucius</i>	ST	Unlikely to occur, outside species known range. Does not occur east of the Continental Divide.
Greenback Cutthroat Trout	<i>Oncorhynchus clarki stomias</i>	ST	Unlikely to occur, outside species known range.
Humpback Chub	<i>Gila cypha</i>	ST	Unlikely to occur, outside species known range. Does not occur east of the Continental Divide.
Lake Chub	<i>Couesius plumbeus</i>	SE	Unlikely to occur, outside species known range.
Northern Redbelly Dace	<i>Phoxinus eos</i>	SE	Unlikely to occur, outside species known range.
Plains Minnow	<i>Hybognathus placifus</i>	SE	Unlikely to occur, outside species known range.
Rio Grande Sucker	<i>Catostomus plebeius</i>	SE	Unlikely to occur, no suitable river habitat within Project Area.
Razorback Sucker	<i>Xyrauchen texanus</i>	SE	Unlikely to occur, outside species known range in the Colorado River system.
Southern Redbelly Dace	<i>Phoxinus erythrogaster</i>	SE	Unlikely to occur, outside species known range in the Upper Arkansas River.
Suckermouth Minnow	<i>Phenacobius mirabilis</i>	SE	Unlikely to occur, outside species known range.
Black-Footed Ferret	<i>Mustela nigripes</i>	SE	Unlikely to occur. This species is very rare. Habitat once included the eastern plains, the mountain parks, and the western valleys-grasslands or shrublands that supported some species of prairie dog, the ferret's primary prey. Ferrets have been released from the captive breeding program in Colorado, but not near this Project area.
Gray Wolf	<i>Canis lupus</i>	SE	Unlikely to occur. This species is considered extirpated in Colorado.
Grizzly Bear	<i>Ursus arctos</i>	SE	Unlikely to occur. This species is considered extirpated in Colorado.
Kit Fox	<i>Vulpes macrotis</i>	SE	Unlikely to occur, outside species known range.
Lynx	<i>Lynx canadensis</i>	SE	

			Unlikely to occur. This species has been released in experimental populations in the mountains of Colorado. Individuals from this experimental population have been documented to disperse widely in Colorado and have even traveled out of state, but the species prefers areas covered in snow year-round, which does not occur within the Project area.
Preble's Meadow Jumping Mouse	<i>Zapus hudsonius preblei</i>	ST	Unlikely to occur, outside species known range.
River Otter	<i>Lontra canadensis</i>	ST	Unlikely to occur, no suitable river habitat within the Project Area.
Wolverine	<i>Gulo</i>	SE	Unlikely to occur, no suitable habitat within the Project Area. Habitat includes tundra, taiga, boreal, and alpine biomes, which are not present in the Project area.

State Status: SE = State Endangered; ST= State Threatened

Potential for Occurrence: Unlikely-No species range overlap in the Project or unsuitable habitat; Low-species range overlaps with Project with marginally suitable habitat; Moderate-species range overlaps with Project with suitable habitat or species is known to occur in habitat similar to habitat in Project; High-suitable habitat is present in the Project or known populations exist in the Project; Present-species observed during field surveys.

Federally listed Threatened and Endangered Species

U.S. Fish and Wildlife Service's threatened and endangered species list includes birds, insects, and mammals. Table 3 summarizes the federally listed species that were evaluated for presence within the Project area and the status and the likelihood of occurrence in the study area.

Table 3. Federally listed threatened and endangered species.

Species	Status	Habitat	Likelihood of Occurrence Within the Project Area
Canada Lynx	FT	Mostly inhabit spruce/fir forest, but with other forested areas near spruce/fir	Unlikely to occur. No suitable habitat within Project Area.
North American Wolverine	PFT NEP	Boreal forest, subarctic, and alpine tundra	Unlikely to occur. No suitable habitat within Project Area.
Gray Wolf	EXPN	Variety of habitats including forests, grasslands, deserts and tundra; prefer areas with low	Unlikely to occur. Extremely rare; Species has not been documented

		human activity.	on or near Project Area.
New Mexico meadow jumping mouse	FE	Primarily associated with tall grass and sedge wetland in riparian areas along perennial streams; elevation limit below 9000 feet.	Unlikely to occur. No suitable habitat within project area.
Southwestern Willow Flycatcher	FE	Dense deciduous riparian habitats	Unlikely to occur. No suitable habitat within project area.
Gunnison's Sage-grouse	FT	Sagebrush grasslands	Unlikely to occur. No suitable habitat within project area.
Yellow-billed cuckoo	FT	Riparian/ cottonwood galleries with dense understory.	Unlikely to occur. No suitable habitat within project area.
Mexican Spotted Owl	FT	Rocky Canyons with Ponderosa Pine or Mixed Conifer forest.	Unlikely to occur. No suitable habitat within project area.
Monarch Butterfly	FPT	Milkweed obligate; flowering forbs.	Rare, but Incidental occurrence possible while moving through the Project Area
Silverspot	FT	Seeps and bogs with perennially wet areas, bog violet obligate.	Unlikely to occur. No suitable habitat within project area.
Suckley's Cuckoo Bumble bee	FPE	Obligate social parasite, host species required; generalist nectar forager of flowering plants	Unknown, but Incidental occurrence possible while moving through the Project Area

Federal Status: FE = Federally Endangered; FT= Federally Threatened; FPT= Federally Proposed Threatened; FPE= Federally Proposed Endangered; EXPN= Experimental, Nonessential Population

3. Potential Project Effects on Wildlife and Threatened and Endangered Species:

Impacts on wildlife from the proposed project would include direct temporary elimination of available habitat within the affected area during mining from vegetation removal, preparation of work sites and mining activities. During vegetation clearing and mining activities, most individual wildlife would be displaced or avoid the area given the disruptive nature of these activities, including noise, dust, and increased human and vehicle or equipment activity. While the majority of individuals would flee the area, some individuals could be directly impacted, in particular those that might not leave the area but would flee to burrows (Gunnison's prairie dog). Other individuals may not be directly impacted, but could be indirectly impacted by temporary displacement and loss of localized habitat. The localized loss of habitat would not disrupt regional migration or significant movement patterns, and would not threaten the overall health and viability of any species, as an abundance of suitable habitat occurs in the surrounding landscape. In addition, on-going pit reclamation will begin to replace habitats lost from new development. Beyond the immediate Project area within Conejos County, extensive tracts and thousands of acres of undisturbed, contiguous suitable wildlife habitat is available. In the immediate vicinity, lands are already disturbed and degraded from habitat fragmentation and residential and commercial use, and as such, the Robins Pit will not cause a significant additional impact on local wildlife habitat.

The project is not expected to have significant impacts on migratory routes for avian resources. The project may cause a minor temporary displacement and local food resources for carnivores as some small mammals and insects would be displaced during construction. A slight decrease in available food for herbivores may also occur due to vegetation clearing. Noise and dust emissions during construction would also cause some wildlife to temporarily leave the project area during construction. No long term impacts to wildlife species are expected by the project.

The proposed mining expansion area will be fully reclaimed at the conclusion of mining, which will restore some degree of wildlife habitat over time. New development and reclamation of parcels will occur in phases which will also help to reduce the total impact. In addition, the old pit will be reclaimed as part of this Project proposal, so some degree of wildlife habitat improvement will be gained during the new mining activities. Reclamation of the old site is expected to occur at a minimum rate of approximately 5 acres/year, although current plans suggest all 46 acres will be reclaimed by 2026. Even if only minimal reclamation of 5 acres/year occurs, that nearly off-sets the expected new development rate of 6.5 acres/year.

4. Recommended Mitigation Measures:

The following Mitigation Measures are recommended to minimize potential project impacts to protected species.

Migratory Birds: In compliance with the Migratory Bird Treaty Act, vegetation disturbance/removal should be scheduled outside of the most active bird breeding/nesting season time of May 15-July 15. Activities that remove vegetation during the active nesting season shall ensure that active nests are not disturbed. If vegetation disturbance/removal must occur during this time period, then a qualified biologist must survey the area for nests, including ground-nesting species, within 1-2 weeks of vegetation disturbance/removal actions. The Pit Owner/Operator should contact a professional biologist within 3 weeks of vegetation removal activities during this time period, to request a clearance survey. CPW recommends that any active

migratory bird nests found be left undisturbed until the juvenile birds have fledged or until the nest is no longer in use. An appropriately sized buffer area must be established and maintained until the young birds fledge, as determined by the Biologist. As the above dates are a general guideline, any active nests that are observed outside this range must be avoided as described above.

Any active Raptor nest sites are further protected by the MBTA and CPW. The CPW has established recommended buffer zones and seasonal activity restrictions for a variety of Colorado Raptors. However, no Raptor nests are expected within the Project Area as there are no trees.

Gunnison's Prairie dog: Because this species inhabits active towns and would attempt to escape disturbance into burrows rather than avoiding the area, if any current prairie dog activity or individuals are seen during vegetation removal activities, avoid the area of active burrows to avoid direct impacts where feasible.

Monarch Butterfly and Suckley's Cuckoo Bumble Bee: Although minimal if any use is known by these species, provide additional mitigation for these Proposed federally listed species, by including flowering forbs and other plants within seed mix for reclamation activities to replace and enhance existing habitat.

STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS
Room 300, 1127 Sherman Street
Denver, Colorado 80203

QUESTIONNAIRE
Proposed Mining Lease of State Lands

RETURN BY March 15, 2013

Sand & Gravel Lease Application No. GL 3465 _____

Applicant: Robins Construction, LLLP

Randall L. Robins

P.O. Box 212

Antonito, CO 81120

Location: _____ W ½, NE ¼ Section 31, Township 33N,
Range 9E (NMPM)
Conejos County

Permit Type: Sand & Gravel Extraction

Proposed Mining Method: Open pit mine using a tracked excavator,
loader, crusher, screen

Proposed testing and Development: Sand & Gravel operation. Limited
exploration and testing.

1. Are there any reasons why this tract(s) should not be offered for lease?

Yes _____ No X

Explain _____

2. Would a mineral development on this tract(s) be a conflict with current land use?
long range plans, or zoning? Yes _____ No X

Explain _____

3. Other Comments There are no significant risks/impacts to
wildlife or wildlife habitat

Name

Title

Agency

Address

Summit Engineering, LLC Job Number: 240328CE

719-589-6147

Alamosa, CO

Date

Number

Phone

719-589-6147

04/11/2020



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

4211

EXHIBIT I
Soils Information



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

Topsoil Suitability

Top Soil test with the following parameters will be used to determine amendments and fertilizers as well as seed species and limiting factors (pH and salinity):

- Soil Test Parameters- pH, Soluble Salts (EC), Organic Matter (OM), Lime, Cation Exchange Capacity (CEC), % Base Saturation, Nitrate-N (NO_3), Phosphorous (P), Potassium (K), Calcium (Ca), Magnesium (Mg), Sodium (Na), Sulfate-Sulfur ($\text{SO}_4\text{-S}$), Zinc (Zn), Iron (Fe), Manganese (Mn), and Copper (Cu)

Rates will be adjusted according to soil tests of stockpile. The soil will be plowed and or tilled prior to placement of topsoil to prevent soil compaction and improve infiltration. The primary soil type is graypoint sandy loam.

USDA Web Soil Description

SOIL SURVEY

Graypoint series

The Graypoint series consists of deep, well drained soils that formed in moderately fine alluvium that is shallow over sand and gravel. Graypoint soils are on nearly level to moderately sloping alluvial fans. Slopes are 0 to 9 percent. The mean annual precipitation is about 7 inches, and the mean annual air temperature is about 41 degrees F.

Graypoint soils are similar to the San Arcadio soils and are near the Derrick, Dunut, San Arcadio, and Pioloro soils. Derrick and Dunut soils are more than 35 percent gravel and cobbles throughout. San Arcadio and Pioloro soils are more than 20 inches deep over sand and gravel layers, and San Arcadio soils are only moderately well drained and have moderate salt accumulations.

Typical pedon of Graypoint gravelly sandy loam, 0 to 1 percent slopes, about 700 feet south and 650 feet west of the northeast corner of sec. 5, T. 33 N., R. 9 E.

A1—0 to 5 inches; brown (10YR 5/3) gravelly sandy loam, dark brown (10YR 4/3) moist; weak fine granular structure; soft, very friable; about 20 percent gravel; moderately alkaline; clear wavy boundary.

B2t—5 to 14 inches; yellowish brown (10YR 5/4) gravelly sandy clay loam, dark yellowish brown (10YR 4/4) moist; weak medium prismatic structure parting to moderate medium subangular blocky; hard, friable; thin nearly continuous clay films on pads and coating gravel; about 25 percent gravel; mildly alkaline; clear wavy boundary.

B3ca—14 to 18 inches; pale brown (10YR 6/3) very gravelly sandy loam, dark brown (10YR 4/3) moist; very weak medium subangular blocky structure; soft, very friable; about 35 percent gravel; calcareous with lime occurring as thin seams and coating underside of gravel; moderately alkaline; clear wavy boundary.

llC—18 to 72 inches; light brownish gray (10YR 6/2) sand and gravel, mostly basalt, grayish brown (10YR 5/2) moist; single grained; loose when dry or moist; calcareous in spots; moderately alkaline.

Depth to uniformly calcareous material normally ranges from 6 to 20 inches. Depth to the sand and gravel layer ranges from 10 to 20 inches. Gravel content ranges from 10 to 35 percent in the major part of the profile and is dominantly one-quarter inch to 3 inches in diameter.



Conejos County Area, Colorado

12—Derrick very cobbly sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: jqt6

Elevation: 7,600 to 8,200 feet

Farmland classification: Not prime farmland

Map Unit Composition

Derrick and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Derrick

Setting

Landform: Alluvial fans, stream terraces

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Alluvium

Typical profile

H1 - 0 to 5 inches: very cobbly sandy loam

H2 - 5 to 12 inches: very gravelly clay loam

H3 - 12 to 17 inches: very cobbly sandy loam

H4 - 17 to 60 inches: very gravelly sand

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Low

Capacity of the most limiting layer to transmit water

(Ksat): Moderately high (0.20 to 0.60 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 15 percent

Available water supply, 0 to 60 inches: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): 6s

Land capability classification (nonirrigated): 7c

Hydrologic Soil Group: C

Ecological site: R051XY267CO - Salt Meadow

Hydric soil rating: No

Minor Components

Gray point

Percent of map unit: 5 percent

Hydric soil rating: No

Dunel

Percent of map unit: 5 percent

Data Source Information

Soil Survey Area: Conejos County Area, Colorado

Survey Area Data: Version 21, Aug 29, 2024

Conejos County Area, Colorado

19—Graypoint gravelly sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: jqtf

Elevation: 7,600 to 7,800 feet

Farmland classification: Farmland of unique importance

Map Unit Composition

Graypoint and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Graypoint

Setting

Landform: Alluvial fans, fan terraces

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Alluvium derived from basalt

Typical profile

H1 - 0 to 5 inches: gravelly sandy loam

H2 - 5 to 14 inches: gravelly sandy clay loam

H3 - 14 to 18 inches: very gravelly sandy loam

H4 - 18 to 60 inches: very gravelly sand

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat poorly drained

Runoff class: Low

Capacity of the most limiting layer to transmit water

(Ksat): Moderately high to high (0.20 to 2.00 in/hr)

Depth to water table: About 18 to 24 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 10 percent

Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)

Available water supply, 0 to 60 inches: Low (about 3.5 inches)

Interpretive groups

Land capability classification (irrigated): 4w

Land capability classification (nonirrigated): 6w

Hydrologic Soil Group: B/D

Ecological site: R051XY267CO - Salt Meadow

Hydric soil rating: No

Minor Components

Derrick

Percent of map unit: 5 percent

Hydric soil rating: No

Platoro

Percent of map unit: 5 percent

San acacio

Percent of map unit: 5 percent

Data Source Information

Soil Survey Area: Conejos County Area, Colorado

Survey Area Data: Version 21, Aug 29, 2024



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TERRA

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4780 National Western Drive
Denver, CO 80216
Tel: (970) 491-5061
Email: soiltestinglab@colostate.edu

Lab ID: 20255249
Sample ID: SP 2
Soil Depth (in.): 6

Date Received: 01/29/25
Date Reported: 01/31/25

Soil Analysis	Units	Results	Test Rating*					
			Strongly Acid	Moderately Acid	Slightly Acid	Neutral	Slightly Alkaline	Moderately Alkaline
1:1 Soil pH		7.9	<5.4	5.4-5.7	5.8-6.4	6.5-7.2	7.3-7.6	7.7-7.9
1:1 Soluble Salts (EC)	mmho/cm	0.1	Very Low	Low	Moderate	Moderately High	High	Very High
Excess Lime		NONE	<0.2	0.2-0.7	0.8-1.2	1.3-2.5	2.6-5.0	>5.0
Organic Matter LOI	%	1.3	Very Low	Low	Medium	High	Very High	
KCl Nitrate-N	ppm	10	<5	5-10	11-25	26-50	>50	lb/1000 sq.ft.
Olsen Bicarbonate Phosphorus (P)	ppm	6	Very Low	Low	Medium	Optimum	High	Very High
Ammonium Acetate			0-3	4-6	7-10	11-15	16-20	>20
Potassium (K)	ppm	542	Very Low	Low	Medium	Optimum	High	Very High
Calcium (Ca)	ppm	2059	<60	60-120	121-160	161-220	221-280	>280
Magnesium (Mg)	ppm	319	Very Low	Low	Medium	Optimum	High	Very High
Sodium (Na)	ppm	23	<25	25-50	51-75	76-100	101-200	>200
Cation Exchange Capacity (CEC) or Sum of Cations	meq/100g	14	Sand	Loam	Silt Loams	Clay & Clay Loam	Organic Soils	
Base Saturation	%	100	3-5	10-15	15-25	20-50	50-100	
Ca-P			H	K	Ca	Mg	Na	
Sulfate-S	ppm	9	0.0	9.6	71.3	18.4	0.7	
			Very Low	Low	Medium	Optimum	High	Very High
			<2	2-5	6-10		11-15	>15



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Lone Tree, CO 80124

4780 National Western Drive
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Tel: (970) 491-5061

Email: soiltestinglab@colostate.edu

Lab ID: 20255249

Sample ID: SP 2

Soil Depth (in.): 6

Date Received: 01/29/25

Date Reported: 01/31/25

Soil Analysis	Units	Results	Test Rating*						
DTPA									
Zinc (Zn)	ppm	0.4	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<0.3	0.3-0.5	0.6-0.8	0.9-1.2	1.3-2.0	>2.0	
Iron (Fe)	ppm	3.4	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<1.0	1.0-2.5	2.6-5.0	5.1-15.0	15.1-30	>30	
Manganese (Mn)	ppm	2.9	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<0.5	0.5-1.0	1.1-3.0	3.1-6.0	6.1-10.0	>10	
Copper (Cu)	ppm	0.8	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<0.1	0.1-0.2	0.3-0.4	0.5-0.8	0.9-1.5	>1.5	
Hot Water Extraction									
Boron (B)	ppm		Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<0.2	0.2-0.5	0.6-0.8	0.9-1.5	1.6-2.5	>2.5	
Calcium Nitrate									
Chloride (Cl)	ppm								
Soil Texture									
% Sand	%								
% Silt	%								
% Clay	%								
Texture by Hydrometer									
Heavy Metals									
Arsenic (As)	ppm								
Cadmium (Cd)	ppm								
Chromium (Cr)	ppm								
Lead (Pb)	ppm								
Molybdenum (Mo)	ppm								
Selenium (Se)	ppm								
Sodium Absorption Ratio									
SAR									

*Test ratings are provided for general crop production. The ranges may be different for individual crops or for specific situations.

Comments:

Fertilizer recommendations were not requested.



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Lab ID: 2025S248
Sample ID: SP 1
Soil Depth (in.): 6

Date Received: 01/29/25
Date Reported: 01/31/25

Soil Analysis	Units	Results	Test Rating*						
			Strongly Acid <5.4	Moderately Acid 5.4-5.7	Slightly Acid 5.8-6.4	Neutral 6.5-7.2	Slightly Alkaline 7.3-7.6	Moderately Alkaline 7.7-7.9	Strongly Alkaline >7.9
1:1 Soil pH		8.0							
1:1 Soluble Salts (EC)	mmho/cm	0.1	Very Low <0.2	Low 0.2-0.7	Moderate 0.8-1.2	Moderately High 1.3-2.5	High 2.6-5.0	Very High >5.0	
Excess Lime		LOW							
Organic Matter LOI	%	1.2	Very Low <0.5	Low 0.5-1.5	Medium 1.6-3.0	High 3.1-5.0	Very High >5.0		
KCl Nitrate-N	ppm	8	Very Low <5	Low 5-10	Medium 11-25	High 26-50	Very High >50	lb/1000 sq.ft. 0.4	Recommendation lb/1000 sq.ft.
Olsen Bicarbonate Phosphorus (P)	ppm	5	Very Low 0-3	Low 4-6	Medium 7-10	Optimum 11-15	High 16-20	Very High >20	Recommendation lb/1000 sq.ft.
Ammonium Acetate									
Potassium (K)	ppm	400	Very Low <60	Low 60-120	Medium 121-160	Optimum 161-220	High 221-280	Very High >280	Recommendation lb/1000 sq.ft.
Calcium (Ca)	ppm	2071	Very Low <100	Low 100-200	Medium 201-300	Optimum 301-2500	High >2500	Very High >5000	Recommendation lb/1000 sq.ft.
Magnesium (Mg)	ppm	352	Very Low <25	Low 25-50	Medium 51-75	Optimum 76-100	High 101-200	Very High >200	Recommendation lb/1000 sq.ft.
Sodium (Na)	ppm	21							
Cation Exchange Capacity (CEC) or Sum of Cations	meq/100g	14	Sand 3-5	Loam 10-15	Silt Loams 15-25	Clay & Clay Loam 20-50	Organic Soils 50-100		
Base Saturation	%	100	H 0.0	K 7.1	Ca 71.9	Mg 20.4	Na 0.6		
Ca-P									
Sulfate-S	ppm	4	Very Low <2	Low 2-5	Medium 6-10	Optimum	High 11-15	Very High >15	Recommendation lb/1000 sq.ft.



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Lab ID: 2025S248

Sample ID: SP 1

Soil Depth (in.): 6

Date Received: 01/29/25

Date Reported: 01/31/25

Soil Analysis		Units	Results	Test Rating*					
DTPA									
Zinc (Zn)	ppm	0.2	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<0.3	0.3-0.5	0.6-0.8	0.9-1.2	1.3-2.0	>2.0	
Iron (Fe)	ppm	2.3	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<1.0	1.0-2.5	2.6-5.0	5.1-15.0	15.1-30	>30	
Manganese (Mn)	ppm	2.4	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<0.5	0.5-1.0	1.1-3.0	3.1-6.0	6.1-10.0	>10	
Copper (Cu)	ppm	0.5	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<0.1	0.1-0.2	0.3-0.4	0.5-0.8	0.9-1.5	>1.5	
Hot Water Extraction									
Boron (B)	ppm		Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<0.2	0.2-0.5	0.6-0.8	0.9-1.5	1.6-2.5	>2.5	
Calcium Nitrate									
Chloride (Cl)	ppm								
Soil Texture									
% Sand	%								
% Silt	%								
% Clay	%								
Texture by Hydrometer									
Heavy Metals									
Arsenic (As)	ppm								
Cadmium (Cd)	ppm								
Chromium (Cr)	ppm								
Lead (Pb)	ppm								
Molybdenum (Mo)	ppm								
Selenium (Se)	ppm								
Sodium Absorption Ratio									
SAR									

*Test ratings are provided for general crop production. The ranges may be different for individual crops or for specific situations.

Comments:

Fertilizer recommendations were not requested.



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Tel: (970) 491-5061

Email: soiltestinglab@colostate.edu

Lab ID: 2025S250
Sample ID: FIELD New Pit 1
Soil Depth (in.): 6

Date Received: 01/29/25
Date Reported: 01/31/25

Soil Analysis	Units	Results	Test Rating*						
1:1 Soil pH		7.6	Strongly Acid <5.4	Moderately Acid 5.4-5.7	Slightly Acid 5.8-6.4	Neutral 6.5-7.2	Slightly Alkaline 7.3-7.6	Moderately Alkaline 7.7-7.9	Strongly Alkaline >7.9
1:1 Soluble Salts (EC)	mmho/cm	0.1	Very Low <0.2	Low 0.2-0.7	Moderate 0.8-1.2	Moderately High 1.3-2.5	High 2.6-5.0	Very High >5.0	
Excess Lime		NONE							
Organic Matter LOI	%	2.3	Very Low <0.5	Low 0.5-1.5	Medium 1.6-3.0	High 3.1-5.0	Very High >5.0		
KCl Nitrate-N	ppm	10	Very Low <5	Low 5-10	Medium 11-25	High 26-50	Very High >50	lb/1000 sq.ft. 0.5	Recommendation lb/1000 sq.ft.
Olsen Bicarbonate Phosphorus (P)	ppm	22	Very Low 0-3	Low 4-6	Medium 7-10	Optimum 11-15	High 16-20	Very High >20	Recommendation lb/1000 sq.ft.
Ammonium Acetate									
Potassium (K)	ppm	1103	Very Low <60	Low 60-120	Medium 121-160	Optimum 161-220	High 221-280	Very High >280	Recommendation lb/1000 sq.ft.
Calcium (Ca)	ppm	1958	Very Low <100	Low 100-200	Medium 201-300	Optimum 301-2500	High >2500	Very High >5000	Recommendation lb/1000 sq.ft.
Magnesium (Mg)	ppm	413	Very Low <25	Low 25-50	Medium 51-75	Optimum 76-100	High 101-200	Very High >200	Recommendation lb/1000 sq.ft.
Sodium (Na)	ppm	17							
Cation Exchange Capacity (CEC) or Sum of Cations	meq/100g	16	Sand 3-5	Loam 10-15	Silt Loams 15-25	Clay & Clay Loam 20-50	Organic Soils 50-100		
Base Saturation	%	100	H 0.0	K 17.5	Ca 60.7	Mg 21.3	Na 0.5		
Ca-P									
Sulfate-S	ppm	4	Very Low <2	Low 2-5	Medium 6-10	Optimum	High 11-15	Very High >15	Recommendation lb/1000 sq.ft.



Mike Banovich

13092 Spica Dr
Lone Tree, CO 80124

4780 National Western Drive
Denver, CO 80216

Tel: (970) 491-5061

Email: soiltestinglab@colostate.edu

Lab ID: 2025S250
Sample ID: FIELD New Pit 1
Soil Depth (in.): 6

Date Received: 01/29/25
Date Reported: 01/31/25

Soil Analysis	Units	Results	Test Rating*					
DTPA								
Zinc (Zn)	ppm	0.4	Very Low <0.3	Low 0.3-0.5	Medium 0.6-0.8	Optimum 0.9-1.2	High 1.3-2.0	Very High >2.0
Iron (Fe)	ppm	5.0	Very Low <1.0	Low 1.0-2.5	Medium 2.6-5.0	Optimum 5.1-15.0	High 15.1-30	Very High >30
Manganese (Mn)	ppm	4.9	Very Low <0.5	Low 0.5-1.0	Medium 1.1-3.0	Optimum 3.1-6.0	High 6.1-10.0	Very High >10
Copper (Cu)	ppm	0.5	Very Low <0.1	Low 0.1-0.2	Medium 0.3-0.4	Optimum 0.5-0.8	High 0.9-1.5	Very High >1.5
Hot Water Extraction								
Boron (B)	ppm		Very Low <0.2	Low 0.2-0.5	Medium 0.6-0.8	Optimum 0.9-1.5	High 1.6-2.5	Very High >2.5
Calcium Nitrate								
Chloride (Cl)	ppm							
Soil Texture								
% Sand	%							
% Silt	%							
% Clay	%							
Texture by Hydrometer								
Heavy Metals								
Arsenic (As)	ppm							
Cadmium (Cd)	ppm							
Chromium (Cr)	ppm							
Lead (Pb)	ppm							
Molybdenum (Mo)	ppm							
Selenium (Se)	ppm							
Sodium Absorption Ratio								
SAR								

*Test ratings are provided for general crop production. The ranges may be different for individual crops or for specific situations.

Comments:

Fertilizer recommendations were not requested.

INVOICE

Colorado State University
4780 National Western Drive
Denver, CO 80216

soiltestinglab@colostate.edu
+1 (970) 491-5061
<https://agsci.colostate.edu/soiltestinglab/>



Bill to

Mike Banovich
13092 Spica Drive
Lone Tree, CO 80124

Ship to

Mike Banovich
13092 Spica Drive
Lone Tree, CO 80124

Invoice details

Invoice no.: 22-05732
Terms: Net 30
Invoice date: 01/31/2025
Due date: 03/02/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/31/2025	S1	Reports 2025S248 to 2025S250 Complete: pH, Soluble Salts (EC), Organic Matter (OM), Lime, Cation Exchange Capacity (CEC), % Base Saturation, Nitrate-N (NO ₃), Phosphorous (P), Potassium (K), Calcium (Ca), Magnesium (Mg), Sodium (Na), Sulfate-Sulfur (SO ₄ -S), Zinc (Zn), Iron (Fe), Manganese (Mn), Copper (Cu) and boron (B)	3	\$43.00	\$129.00

Total

\$129.00

Note to customer

PAY BY CHECK: Make checks payable to Colorado State University
Mail checks to:
Soil Water Plant Testing Lab
Terra Building Room T-316
4780 National Western Drive
Denver, CO 80216

PAY BY CREDIT CARD ONLINE
Copy and paste the following link into a browser:

<https://secure.payconex.net/paymentpage/enhanced/index.php?action=view&aid=120615353981&id=143391>

PAY BY CREDIT CARD by CALLING
970 491-5061

A charge of \$20 will be applied to your balance for any balance not paid prior to the due date. An additional charge of 1.5% of the open balance will be applied for each month the invoice remains past due.

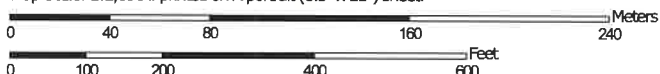
Thank you,

Soil Map—Conejos County Area, Colorado (Robins Pit Expansion)



Soil Map may not be valid at this scale.

Map Scale: 1:2,890 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84













































Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

2/3/2025
Page 1 of 3

MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Area of Interest (AOI)		Stony Spot
	Soils		Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
	Special Point Features		Water Features
	Blowout		Streams and Canals
	Borrow Pit		Transportation
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow		Background
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Conejos County Area, Colorado
Survey Area Data: Version 21, Aug 29, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 4, 2022—Sep 8, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Derrick very cobbly sandy loam, 0 to 1 percent slopes	7.2	26.9%
19	Graypoint gravelly sandy loam, 0 to 1 percent slopes	19.7	73.1%
Totals for Area of Interest		26.9	100.0%

EXHIBIT J
Vegetation Information



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

45

CONEJOS COUNTY AREA, COLORADO

99

TABLE 6.—RANGE PRODUCTIVITY AND COMPOSITION--Continued

Soil name and map symbol	Range site	Potential production		Characteristic species	Compo- sition
		Kind of year	Dry weight lb/acre		
Bushvalley: 18:					
Touga part-----	Loamy park-----	Favorable	3,000	Arizona fescue-----	15
		Normal	2,500	Parry oatgrass-----	10
		Unfavorable	1,500	Mountain mahly-----	15
				Rubber rabbitbrush-----	5
				Muttongrass-----	5
Corlett: 19:					
Corlett part-----	Sand hummocks-----	Favorable	650	Fourwing saltbush-----	30
		Normal	500	Black greasewood-----	20
		Unfavorable	300	Rubber rabbitbrush-----	10
				Alkali sacaton-----	5
				Indian ricegrass-----	5
				Inland saltgrass-----	5
				Sand mahly-----	5
Hooper part-----	Salt flats-----	Favorable	1,000	Alkali sacaton-----	50
		Normal	750	Black greasewood-----	30
		Unfavorable	500	Inland saltgrass-----	10
				Rubber rabbitbrush-----	5
Cryaquolls: 110:					
Cryaquolls part-----	Mountain meadow-----	Favorable	4,000	Tufted hairgrass-----	40
		Normal	3,000	Sedge-----	22
		Unfavorable	2,000	Slender wheatgrass-----	10
Histosols part-----	Mountain meadow-----	Favorable	4,000	Sedge-----	65
		Normal	3,500	Tufted hairgrass-----	15
		Unfavorable	3,000		
Cumbres: 11-----	Foothill loam-----	Favorable	1,500	Western wheatgrass-----	40
		Normal	1,000	Needleandthread-----	15
		Unfavorable	700	Blue grama-----	5
				Rubber rabbitbrush-----	5
				Fourwing saltbush-----	5
Derrick: 12, 13-----	Mountain outwash-----	Favorable	700	Blue grama-----	25
		Normal	500	Indian ricegrass-----	15
		Unfavorable	300	Winterfat-----	10
				Ring mahly-----	10
				Bottlebrush squirreltail-----	5
				Western wheatgrass-----	5
				Sand dropseed-----	5
				Red threadgrass-----	5
				Rabbitbrush-----	5
				Broom snakeweed-----	5
				Fourwing saltbush-----	5



TABLE 5.--RANGE PRODUCTIVITY AND COMPOSITION--Continued

Soil name and map symbol	Range site	Potential production		Characteristic species	Composition
		Kind of year	Dry weight lb/acre		
Dunali: 15:					
Dunali part	Mountain outwash	Favorable	600	Blue grama-----	25
		Normal	450	Bottlebrush squirreltail-----	15
		Unfavorable	300	Rabbitbrush-----	15
				Indian ricegrass-----	10
				Sand dropseed-----	10
				Western wheatgrass-----	5
				Seedlandthread-----	5
				Red threeawn-----	5
				Fringed sagebrush-----	5
Lamanga part	Salt meadow	Favorable	2,500	Alkali sacaton-----	50
		Normal	2,000	Western wheatgrass-----	15
		Unfavorable	1,500	Slender wheatgrass-----	5
				Sedge-----	5
				Rush-----	5
Empedrado: 16:					
Empedrado part	Rocky foothills	Favorable	1,500	Western wheatgrass-----	40
		Normal	1,200	Seedlandthread-----	15
		Unfavorable	800		
Curecanti part	Rocky foothills	Favorable	1,300	Arizona fescue-----	20
		Normal	850	Mountain mahly-----	10
		Unfavorable	600	Indian ricegrass-----	10
				Muttongrass-----	10
				Scribner needlegrass-----	5
				Sand dropseed-----	5
				Prairie junegrass-----	5
				Bottlebrush squirreltail-----	5
				Seedlandthread-----	5
Garita: 17, 18					
	Lime bench	Favorable	500	Winterfat-----	30
		Normal	500	Fourwing saltbush-----	15
		Unfavorable	400	Fringed sagebrush-----	10
				Indian ricegrass-----	10
				Blue grama-----	10
				Rubber rabbitbrush-----	5
Graypoint: 19, 20					
	Mountain outwash	Favorable	800	Blue grama-----	25
		Normal	550	Indian ricegrass-----	15
		Unfavorable	300	Bottlebrush squirreltail-----	10
				Winterfat-----	10
				Western wheatgrass-----	5
				Sand dropseed-----	5
				Ring sedge-----	5
				Fourwing saltbush-----	5
				Rabbitbrush-----	5
				Broom snakeweed-----	5
21	Salt meadow	Favorable	1,800	Alkali sacaton-----	60
		Normal	1,500	Sedge-----	10
		Unfavorable	1,000	Mat mahly-----	5
				Rush-----	5
				Black greasewood-----	5
Hooper: 22					
	Salt flats	Favorable	500	Black greasewood-----	65
		Normal	350	Inland saltgrass-----	5
		Unfavorable	250	Rubber rabbitbrush-----	5
23					
	Salt flats	Favorable	1,000	Alkali sacaton-----	50
		Normal	750	Black greasewood-----	30
		Unfavorable	500	Inland saltgrass-----	10
				Rubber rabbitbrush-----	5

See footnote at end of table.



EXHIBIT K
Climate Information



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

Robins Pit Reclamation & Expansion Climate Evaluation

Kelly Ortiz MLA/Environmental Planner

Scope of the Analysis

The scope of this analysis focuses on the location of the Robins pit in photo 1. This area is where reclamation and construction of a new pit are taking place, however, this document will evaluate the surrounding area and Colorado for climate impacts. This area is located on the southern end of Colorado in Conejos County near the New Mexico border. This location is surrounded by private property and adjacent to the San Antonio River.

This analysis reviews the climate evaluation at or near the reclamation and new mining project on parcel number 598731100179 and 598731100006, however, much larger regional and Colorado state climate data is included in this analysis.

Historic Conditions

The climate of local San Luis Valley is affected by differences in elevation and by the orientation of mountain ranges and valleys with respect to general air movements. Temperature variations between higher elevations and the San Luis Valley floor can be a difference of 70 degrees. Precipitation historically can be over 60 inches in the mountains to just 7 inches in the San Luis Valley and high winds are all part of historic conditions of the Valley based upon its location in Colorado.

Current Conditions

The Valley has had periods of drought as well as wet years that have caused economic impacts to farming and conservation efforts as well as ecological impacts to the flora and fauna. Warm temperatures based upon historic norms have been recorded in the San Luis Valley over the last 20 years during all seasons.

The location of the Robins Pit is at the base of Conejos Canyon which leads to higher elevations of Colorado's San Juan Mountains on the San Luis Valley floor. Evidence of warming trends can be seen on the Rio Grande National Forest where typical endemic populations of spruce budworm have hit the Rio Grande National Forest at epidemic levels that began in 2004. This has reduced the spruce canopy over the last 20 years in trees in all size classes. This epidemic has had widespread consequences over the Forest and has killed thousands of acres of trees. For the most part, specialists on the Forest believe this has run its course in southern Colorado.

At the same time, during a drought in 2004 for Southern Colorado and Northern New Mexico, there were large areas of Pinon Juniper trees on the Carson National Forest, just south of the Robins Pit that died due to the Ips beetle. Pinon Juniper trees are typically in lower elevations and within 5 miles of the Robins Pit.

The newest pest that is being watched closely as a result of changing climate is the Douglas Fir beetle which targets the Douglas fir trees at low elevations and prefers north facing slopes where there is more moisture. Additionally, the Mountain Pine beetle hits ponderosa pine and this has been an ongoing endemic in Conejos Canyon and has seen an increase in other locations in Colorado. This species is being monitored and has not reached epidemic levels.

These pests are only one indicator of climate changes but provide a measuring tool for possible changes in the environment. Given these changes on the Forest, there will be a response to address these concerns on this project by changing our seed mix in the reclamation implementation strategy.

No trees have been identified on the Robins parcels of land (see attached photo of Robins parcel) due to the soils and presence of range land plants. The data from National Forests just west and south of the Robins parcels indicate the climate data presented below.



Photo 1 Robins Parcel looking Southwest. Typical flora of Robins Parcel with rock being only feature that stands out on the parcel for new mining.

Climate Data

The Colorado Climate Center reports that Colorado statewide temperatures have increased since observation records began in the late 19th century (Fig.1). When compared to the 1971-2000 average, only one year had below-average annual temperature. Seven of the top 10 hottest years on record have occurred since 2010. Recent mean temperatures (2001-2022) have averaged 1.4°F warmer than the 1971-2000 average (45.1°F).

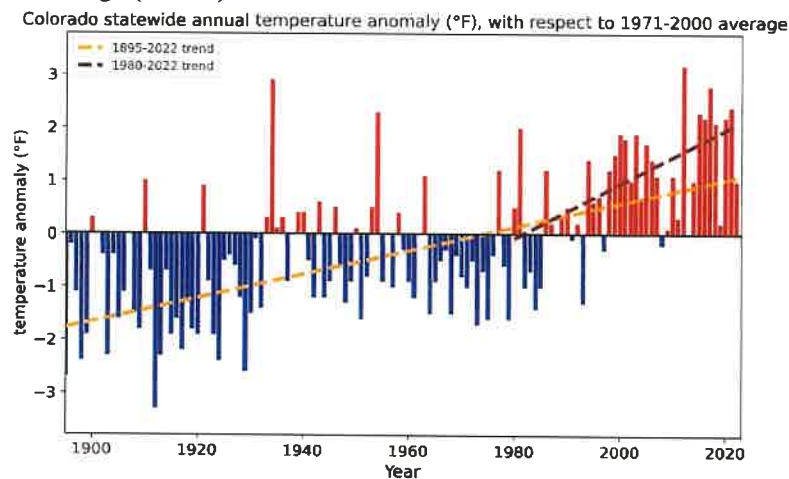


Figure 1. Graph Courtesy Colorado Climate Center https://climatechange.colostate.edu/chapters/2_temp_precip.html

Also analyzed were the seasonal and annual temperature changes for 11 alternate climate divisions in Colorado. Figure 2.4 shows the seasonal changes in temperature for each division for the recent period of 1980 to 2022. Most notably, the greatest warming has occurred in the fall (Fig. 2.4d) for each climate division. Summer warming has also been significant (Fig. 2.4c), with larger changes in the western climate divisions. The south and the west have observed more warming in the spring (Fig. 2.4b). The Northern Front Range (including the majority of the state's population) has experienced little to no warming in spring, while the Central Mountains and South Park area experienced little to no warming during the winter (Fig. 2.4a). Annually, the greatest warming has been observed over the Southwest and San Luis Valley climate regions.

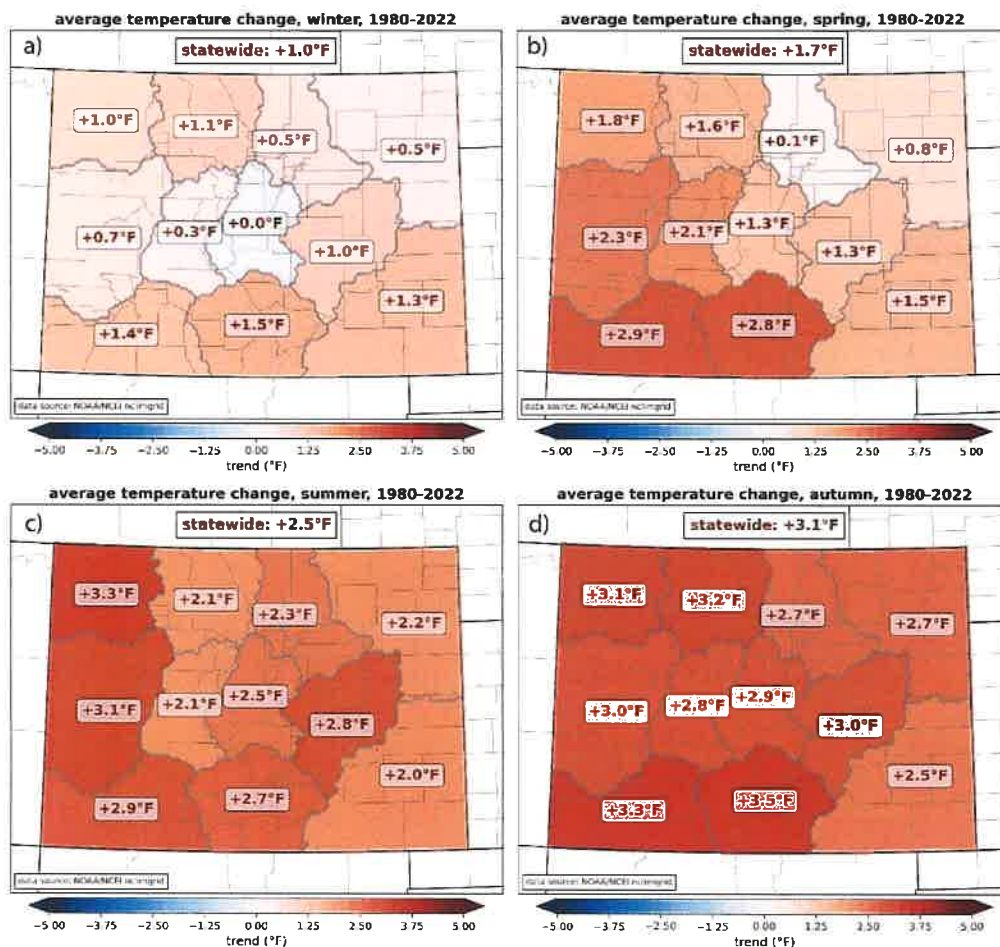


Figure 2.4. Graph Courtesy Colorado Climate Center https://climatechange.colostate.edu/chapters/2_temp_precip.html

“The observed warming trends across Colorado are comparable, in terms of timing and magnitude, to warming trends that have been observed regionally, nationally, and globally. At the global scale, human influence has been the main driver of observed warming in the past several decades ([USGCRP 2017](#), [IPCC 2021](#)). The warming trend in the southwest U.S., including Colorado, has likewise been primarily attributed to human influence ([Lehner et al. 2018](#)). Figure 2.5 shows that the trajectory of observed annual average temperature for Colorado (gray) since 1950 is comparable to the trajectories of

median modeled temperatures from the CMIP3 (yellow) and CMIP5 (orange) climate model ensembles. These model runs assume [greenhouse gas](#) emissions and atmospheric concentrations similar to what has actually occurred through 2022. The similarity between the observed and modeled statewide warming trends is consistent with the evidence at broader spatial scales that indicates human influence has played a substantial role in Colorado's recent warming trend."

Courtesy NOAA Physical Science Laboratory <https://psl.noaa.gov/boulder/Boulder.mm.precip.html>

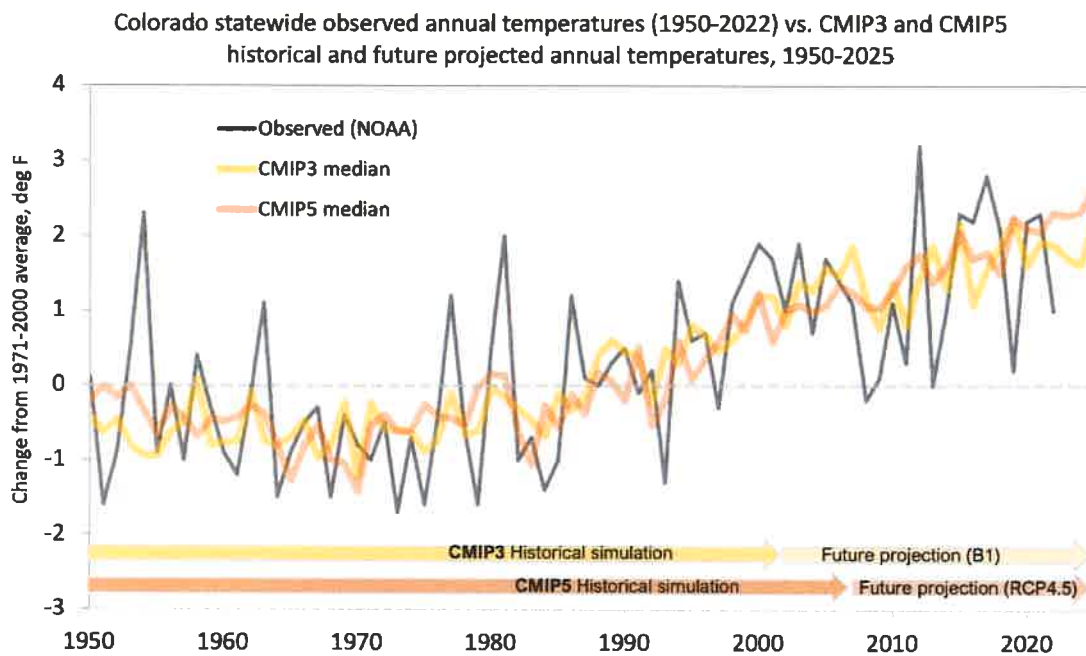


Figure 2.5. Graph Courtesy Colorado Climate Center https://climatechange.colostate.edu/chapters/2_temp_precip.html
 CMIP3 and CMIP5 are phases of the Coupled Model Intercomparison Project (CMIP), an international effort to improve climate models. NOAA uses CMIP3 and CMIP5 climate projections to inform its climate change research and assessments. CMIP3 output was used in the Intergovernmental Panel on Climate Change's (IPCC) Fourth Assessment Report (AR4). CMIP5 climate projections have been compared to observations to understand how well they represent future climate change.

Alamosa Colorado Precipitation data is available by NOAA and shows precipitation highs and lows, and includes rain, snow and hail. For the purposes of this analysis, figure 3 goes back to the 1930's years for precipitation analysis.

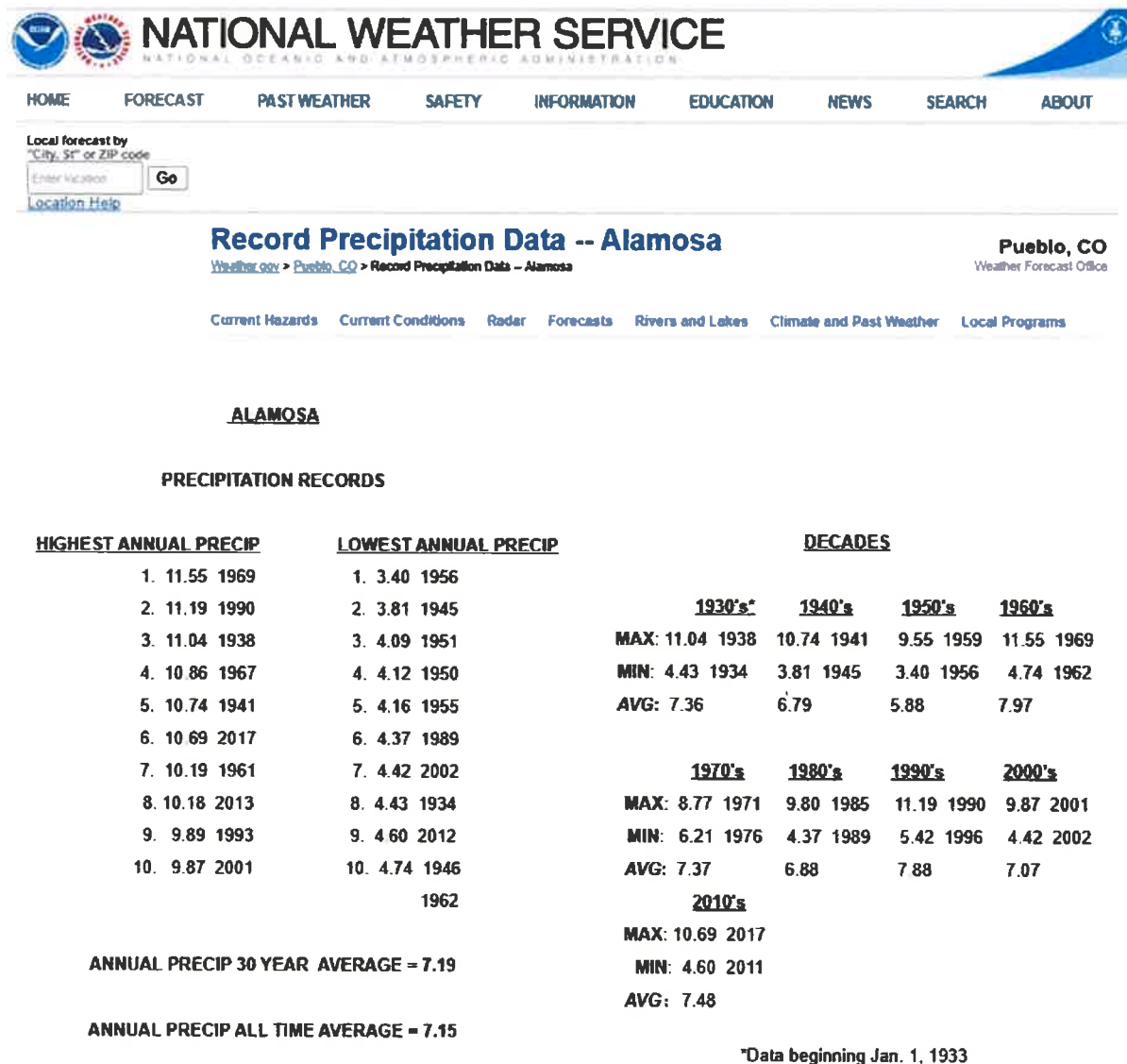


Figure 3 <https://www.weather.gov/pub/climateAlsPrecipitationRecords>

The following data was collected from the Cumbres Pass area 25 miles west of the Robins Pit Reclamation and expansion site. Data used in this report is from several locations in Colorado. The closest data is sometimes located at specific areas on the National Forest such as the Cumbres Trestle as displayed below.

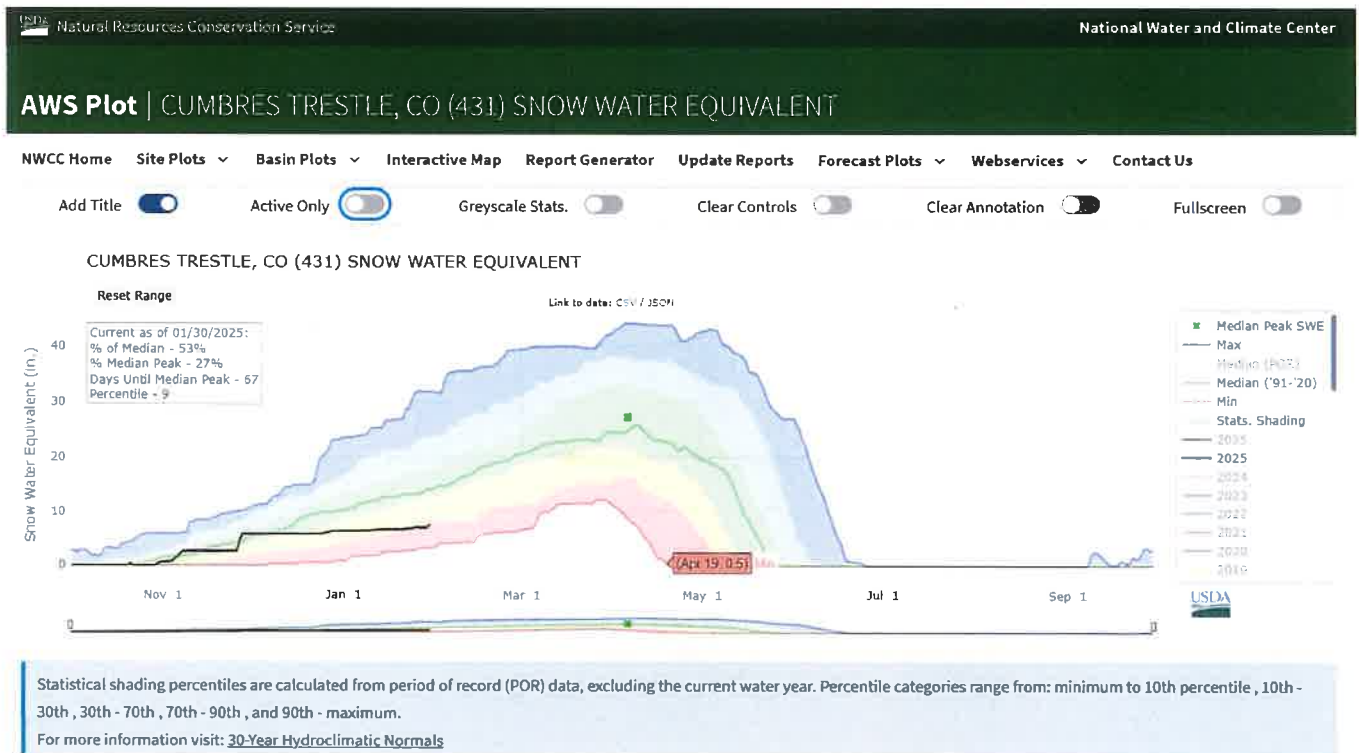


Figure 4 Graph Courtesy Natural Resource Conservation Service USDA

Actions based upon Environmental Data

It is expected the reclamation project will happen over the course of the next year. Concurrently, it is expected that new mining activities will occur at a rate of 6.5 acres per year between 2025 through 2035. With the reclamation happening relatively quickly, the seed mixture will be modified to reflect dry conditions and hotter temperatures but still maintain the mix of native grasses and shrubs. For example, Sand dropseed and Indian Ricegrass will be mixed in at slightly higher percentages. It is expected that shrubs such as rabbit brush and rocky mountain big sage will continue to tolerate hot and dry conditions that are represented now. Given potential for drought, seeding will be implemented on a schedule that optimizes natural moisture periods on the site. For instance, dormant seeding in the winter that allows seed to be spread during November or December for germination during ground thaw in the spring. No trees will be planted at the Robins pit as part of the reclamation.

All best management practices will be used in project design features, and mitigation measures identified in the revegetation plan and reseeding mix to be responsive to the climate data listed above.

All data provided in this report is the most current and best available data to determine the best outcomes for the Robins Pit reclamation and implementation of new pit excavation. The visual impacts of the current pit once reclaimed are expected to resemble a modified landscape that looks similar to the characteristic landscape of the San Luis Valley.

TABLE 1.--TEMPERATURE AND PRECIPITATION DATA

Month	Temperature ¹						Precipitation ¹					49
	Average daily maximum	Average daily minimum	Average daily	2 years in 10 will have--		Average number of growing degree days ²	2 years in 10 will have--		Average number of days with 0.10 inch or more	In		
				Maximum temperature higher than--	Minimum temperature lower than--		Less than--	More than--				
											°F	
January----	37.0	1.2	19.1	56	-26	0	.29	.02	.46	1	3.7	
February----	41.9	7.2	24.6	61	-19	15	.27	.06	.43	1	3.6	
March-----	49.5	15.9	32.7	69	-9	28	.32	.11	.46	1	4.6	
April-----	59.0	23.4	41.2	74	5	105	.46	.15	.71	2	3.4	
May-----	68.8	32.6	50.7	83	16	332	.78	.35	1.13	2	4.8	
June-----	77.6	40.8	59.2	89	27	576	.58	.10	.94	2	5.0	
July-----	81.7	45.5	63.6	90	35	732	1.48	.84	2.00	4	6.0	
August-----	79.5	43.5	61.5	88	30	667	1.44	.63	2.09	4	6.0	
September--	74.3	35.7	55.0	86	19	450	.79	.11	1.30	3	3.1	
October----	64.5	25.5	45.0	79	6	176	.79	.20	1.26	2	3.1	
November---	49.6	13.4	31.5	68	-11	41	.37	.05	.62	1	4.0	
December---	38.7	3.7	21.2	59	-23	22	.31	.03	.52	1	4.6	
Year-----	60.2	24.0	42.1	91	-27	3,144	7.68	6.04	9.59	24	27.6	

Engineering

Job Number: 240328CE

¹Recorded in the period 1952-74 at Manassa, CO.²A growing degree day is an index of the amount of heat available for plant growth. It can be calculated by adding the maximum and minimum daily temperatures, dividing the sum by 2, and subtracting the temperature below which growth is minimal for the principal crops in the area (40° F.).

TABLE 2.--FREEZE DATES IN SPRING AND FALL

Probability	Minimum temperature ¹		
	24° F or lower	28° F or lower	32° F or lower
Last freezing temperature in spring:			
1 year in 10 later than--	May 30	June 9	June 22
2 years in 10 later than--	May 24	June 4	June 18
5 years in 10 later than--	May 12	May 26	June 9
First freezing temperature in fall:			
1 year in 10 earlier than--	September 12	September 5	August 3
2 years in 10 earlier than--	September 17	September 9	August 13
5 years in 10 earlier than--	September 27	September 18	August 30

¹Recorded in the period 1952-74 at Manassas, CO.



EXHIBIT L
Reclamation Costs



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE



San Luis Valley Federal Bank

A Mutual Bank serving the Valley since 1899

November 15, 2023

State of Colorado
Department of Natural Resources
Division of Reclamation, Mining and Safety
Sara Stevenson-Benn
Financial Warranty Specialist
1313 Sherman Street, Room 215
Denver, Co 80203

Re: Robins Construction, LLLP (permit M-1991-133) Letter of Credit

Dear Ms. Stevenson-Benn:

Robins Construction, LLLP operates the Robins Rock Pit under permit number M-1991-133. Whereas the Colorado Mined Land Reclamation Act provides that no permit may be issued under the Act until the Mined Land Reclamation Board receives a Financial Warranty as described in the act, San Luis Valley Federal Bank issued a letter of credit numbered 2014-03 in the amount of \$24,407.62 which was active as of July 11, 2014 and expires November 15, 2023.

San Luis Valley Federal Bank has completed the analysis and documentation necessary to extend the period of letter of credit 2014-03 in the amount of \$24,407.62 to November 15, 2024. I am writing this letter to notify the Department of Natural Resources: Division of Reclamation, Mining and Safety of this extension.

Please contact me should I need to provide additional information.

Regards,

Walter Roybal
V.P. of Commercial Lending

Cc: Robins Construction, LLLP File

Reclamation Costs

Mobilization/ Demobilization for bulldozer, grader, and UTV attached mechanical seeding/mulching equipment		\$2,000
Grading and shaping	\$500/Ac	\$2,500
Top Soil application	\$500/Ac	\$2,500
Seed and straw mulch	\$100/Ac	\$ 500
Seeding and mulching	\$800/Ac	\$4,000
<i>Total cost for each phase</i>		<i>\$11,500</i>
<i>Cost per Acre</i>		<i>\$ 2,300</i>





San Luis Valley Federal Bank

A Mutual Bank serving the Valley since 1899

IRREVOCABLE LETTER OF CREDIT

The San Luis Valley Federal Bank Bank of _____
Street: 401 Edison Avenue
City: Alamosa
State: Colorado Zip Code: 81101
Area Code: 719 Telephone: 589.8800

Beneficiary: _____
STATE OF COLORADO
MINED LAND RECLAMATION BOARD
215 CENTENNIAL BUILDING
1313 SHERMAN STREET
DENVER, COLORADO 80203
LETTER OF CREDIT NUMBER: 2014-03
Amount U.S. \$24,407.62
Date of Issuance: 7/11/14
Initial Expiration Date: 7/11/15

Applicant: Robins Construction, LLLP
Street: 8412 State Highway 285
City: Antonito
State: CO Zip Code: 81120
Area Code: 719 Telephone: 376.2351

Gentlemen:

We hereby issue and establish our irrevocable letter of credit, the amount of which is available by beneficiary's draft or drafts drawn upon us, which shall be paid at sight, when accompanied by the following document:

A written statement of the Director ("the Director") of the Division of Reclamation, Mining and Safety of the State of Colorado ("the Division") certifying that he is a duly authorized official acting on behalf of the State of Colorado and that the amount of the accompanying sight draft is due and payable to the State of Colorado pursuant to applicable provisions of Colorado statutes governing mined land reclamation and that _____ or its successor has neglected, failed, or refused to pay such amount although requested to do so by the Director.

401 Edison Ave. ♦ P.O. Box 780
Alamosa, CO 81101-0780
Phone: (719) 589-6653
Summit Engineering
719-589-6147
Alamosa, CO



330 Solar Ave. ♦ P.O. Box 248
Monte Vista, CO 81144-0248
Phone: (719) 852-5981
Job Number: 290328CE
Fax: (719) 852-5849

E-mail: slvfed@slvfed.com ♦ www.slvfed.com

3415 Mariposa ♦ P.O. Box 780
Alamosa, CO 81101-0780
Phone: (719) 587-4035
Fax: (719) 587-3545

Each sight draft so drawn and presented shall be honored by us if presented prior to the close of business on the expiration date of this letter of credit. The Bank shall make a payment by wire transfer to the Beneficiary. This credit refers to Robins Construction, LLP's application for a permit to engage in mining and reclamation activities within the State of Colorado.

It is an express condition of this letter of credit that it shall be automatically extended for successive additional periods of one year each, from the initial and each future expiration date unless the San Luis Valley Federal Bank Bank of _____ ("the Bank") shall notify the Director at least 90 days prior to an expiration date in writing by certified mail, at the above address, that the Bank elects not to extend the credit for such additional period. In such event, in addition to his power to draw hereon under the preceding paragraphs, the Director may draw the full or any lesser amount hereof at any time prior to such expiration date by sight draft, or drafts, accompanied by the written statement of the Director certifying that the amount drawn will be held as a cash deposit in lieu of financial warranty, as provided in applicable Colorado statutes governing mined land and reclamation.

The original signed letter of credit and any amendments will be presented to the Bank by the beneficiary along with any draft presented pursuant to this letter of credit, and will be surrendered to the Bank with any draft which draws the full amount, or the balance remaining available, under this letter of credit. Delivery of the original letter of credit, sight draft(s) and all other documents required as a condition precedent for payment, may be made by overnight courier to the Bank. Each payment on a draft shall reduce the aggregate above written amount by the amount drawn.

This Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce - Publication No. 600 (the "UCP600") and shall be governed by the laws of the State of Colorado with respect to subject matters not addressed by the UCP600. In the event of an action between the beneficiary and the Bank regarding this letter of credit, the bank submits to the jurisdiction and venue of the Denver District Court, State of Colorado. The Bank agrees to accept service of process in any such action, if service is made by registered or certified mail (return receipt requested) or courier service, postage or delivery fee prepaid, to the address of the Bank set forth above.

If any expiration date specified herein shall fall upon a day other than a regular business day of the Bank, the expiration date shall ipso facto be extended to the close of business on the next successive business day of the Bank.

The San Luis Valley Federal Bank Bank of _____
By [Signature] Date 7-11-14
Shon. R. Davis, Chief Operating Officer

- NOTES:
1. The Letter of Credit shall not be in excess of 10 percent of the bank's capital surplus account or in excess of 30 percent if the applicant has more than one Letter of Credit for different permits. To demonstrate this requirement, the issuing bank shall provide a balance sheet certified by a Certified Public Accountant. Generally, this is available in the Bank's most recent Annual Report or Call Report.
 2. The Letter of Credit shall be submitted on the Bank's letterhead.
 3. The Mined Land Reclamation Board or the Office of Mined Land Reclamation may recover the necessary costs, including attorney's fees or fees incurred in foreclosing on or realizing the collateral used in the event this Letter of Credit is forfeited. The face amount of this Letter of Credit shall be increased by five hundred dollars (\$500.00) to cover these costs.

M:\mine\share\boardforms\LOC\loc final with UCP600 language (3/12/08)



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

OBSERVATIONS

This inspection occurred as part of the Division's review process of a transfer of permit (SO-02) for Robins Construction as successor operator. Robins Construction recently purchased the property of the affected lands and is preparing the application for SO-02, to be submitted to the Division in the immediate future. The Valdez Gravel Mine is approved for 30 acres affected land for the extraction and processing of construction materials, as well as the production of concrete and asphalt products. Affected lands will be reclaimed to support rangeland post mining land use. The Division holds \$24,407.62 financial warranty.

Mining activities were active during the inspection. Several bulldozers were grading the pit floor in preparation for the concrete batch plant and asphalt hot mix plant. The batch plant and hot mix plant had been reviewed and approved by Conejos County and the Division (TR-02). Two impoundments had been excavated on the pit floor and prepared for installation of the geosynthetic membranes. The impoundments were rectangular shaped with approximate 3H:1V slopes and 10 feet deep. The impoundments were dry; evidence of ground water being exposed during the pond construction was not observed. Once the liners are installed the ponds will be utilized to support the production of concrete and asphalt products. The site appeared well maintained and stable. Site conditions were similar to those observed during the Division's previous inspection, occurring on November 19, 2013, with the exception of the preparations for the concrete and asphalt plants.

The Division's recent reclamation cost estimation, totaling \$24,407.62, was conducted on March 19, 2014. Current site conditions and reclamation liabilities appeared similar as those addressed in the Division's cost estimation dated March 19, 2014. Therefore, the existing \$24,407.62 financial warranty is sufficient to ensure the completion of reclamation.

Inspection Contact Address

Demetrio and Olive Valdez
Valle Escondido Ranch
P O Box 84
Conejos, CO 81129

ec: Demetrio and Olive Valdez, Valle Escondido Ranch, valdezgravel@aol.com;
Randy Robins, Robins Construction, Info@robinsconstruction.com; and
Scott Johnson, Summit Engineering, scott4622@gmail.com
Russ Means, DRMS GJFO at russ.means@state.co.us



STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY
Department of Natural Resources

1313 Sherman St., Room 215
Denver, Colorado 80203
Phone: (303) 866-3567
FAX: (303) 832-8108



PERFORMANCE WARRANTY

Operator: Robins Construction LLP
Operation: Robins Consolidated Pit
Permit Number: M-1991-153

This form has been approved by the Mined Land Reclamation Board ("Board") pursuant to the Mined Land Reclamation Act (C.R.S. § 34-32-101 et seq.) ("Hard Rock Act") and associated Rules (2 C.C.R. 407-1) ("Hard Rock Rules") and the Land Reclamation Act for the Extraction of Construction Materials (C.R.S. § 34-32.5-101 et seq.) ("Construction Materials Act") and associated Rules (2 C.C.R. 407-4) ("Construction Materials Rules"). Any alteration or modification of this form, without approval by the Board shall result in the performance warranty being invalid and result in the voiding of any permit issued in conjunction with such invalid performance warranty and subject the operator to cease and desist orders and civil penalties for operating without a permit pursuant to sections 34-32-123, C.R.S. of the Hard Rock Act and 34-32.5-123, C.R.S. of Construction Materials Act.

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Colorado Mined Land Reclamation Act, C.R.S. § 34-32-101 et seq. (the "Hardrock Act"), as amended, and the Colorado Land Reclamation Act for the Extraction of Construction Materials, C.R.S. § 34-32.5-101 et seq. (the "Construction Materials Act"), as amended (collectively the "Acts"), provide that no permit may be issued until the Mined Land Reclamation Board (the "Board") receives a performance warranty consisting of the Operator's written promise to comply with the requirements of the Hardrock or Construction Materials Act, whichever is applicable.

WHEREAS, _____ (the "Operator"), has applied for a permit to conduct a mining operation known as _____ (the "Operation") on certain lands in CONEJOS County, Colorado. These lands are described in the permit application, as amended and supplemented, and are referred to herein as the "Affected Lands."

WHEREAS, in its application for the permit, the Operator has agreed to be bound by all requirements of the Hardrock or Construction Materials Act and all applicable rules and regulations of the Board, as amended from time to time.

Office of
Mined Land Reclamation
Inactive Mines

Summit Engineering
719-589-6147
Alamosa, CO

Denver • Grand Junction • Durango

Job Number: 240328CE

Office of
Active and



WHEREAS, the Operator hereby gives the Board this performance warranty pursuant to C.R.S. §§ 34-32-117(2) or 34-32.5-117(2), and herein promises the Board that it will comply with all applicable requirements of the Hardrock or Construction Materials Act.

NOW, THEREFORE, The Operator hereby promises the Board that it will comply with all applicable requirements of the Hard Rock or Construction Materials Act and applicable rules and regulations of the Board.

The Operator hereby promises the Board that it will comply with all of the terms of the application for a permit, as amended and supplemented, as well as any conditions attached to the permit by the Board.

The Operator promises the Board, pursuant to C.R.S. §§ 34-32-112(1)(d) or 34-32.5-112(1)(b)(IV), that it has the lawful authority to enter upon the Affected Lands to conduct mining operations, including, but not limited to, reclamation. The Operator further recognizes the right of the Board to enter to reclaim lands affected by the Operation.

The description of lands herein is for convenience of reference only, and no error in such description, revision of the permitted mining area, or disturbance by the Operator of lands outside of the permitted mining area shall alter or diminish the Operator's obligation hereunder, which shall extend to the reclamation of all such lands disturbed.

The obligation of the Operator hereunder is such that, if the Operator shall successfully comply with the requirements of the Hardrock or Construction Materials Act, applicable rules and regulations, and the permit, then the Board, upon a finding that the Operator has so complied, shall release this performance warranty, and the Operator from its obligation hereunder. The obligation of the Operator hereunder shall continue until released by the Board in accordance with applicable law.

The Operator promises to be responsible for the cost of reclamation up to the amount established by the Board and has attached hereto its financial warranty, in accordance with C.R.S. §§ 34-32-117(3) or 34-32.5-117(3). The Operator agrees that it will maintain a financial warranty (or warranties) covering the Board's estimated costs of reclamation in good standing for the entire life of the permit. If the Operator is a unit of County or Municipal government, or is a department or division of State government, the Operator is not required to submit or post any other instrument of financial responsibility but hereby promises to be responsible for the cost of reclamation up to the amount specified by the Board.

If the Board determines that the Operator is in default under this performance warranty and has failed to cure such default, although written notice of such default and ample time to cure such default have been given, the Operator's financial warranty shall be subject to forfeiture.

This performance warranty may be executed in multiple copies, each of which shall be treated as an original, but together they constitute only one agreement, the validity and interpretation of which shall be governed by the laws of the State of Colorado. The provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.



SIGNED, SEALED AND DATED this 7 day of July, 2014.

Robins Construction L.L.C. P.
Operator (SEAL)

By: Randall L Robins

Title: General Partner

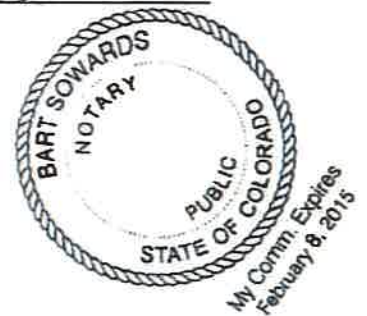
NOTARIZATION OF OPERATOR'S ACKNOWLEDGEMENT

STATE OF Colorado)
COUNTY OF Conchas) ss:

The foregoing instrument was acknowledged before me this 7th day of July, 2014
by Randall L Robins as General Partner of Robins Construction L.L.C. P.

Notary Public: Bart Sowards

My Commission Expires 2-8-15



STATE OF COLORADO
DEPARTMENT OF NATURAL RESOURCES
MINED LAND RECLAMATION BOARD
DIVISION OF RECLAMATION, MINING AND SAFETY

By: _____
Division Director

Date Executed: _____

Rev. 05/12



EXHIBIT M
Other Permits and Licenses



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE



COLORADO

Division of Reclamation,
Mining and Safety

Department of Natural Resources

1313 Sherman Street, Room 215
Denver, CO 80203

May 22, 2014

Demetrio and Olive Valdez
Valle Escondido
P.O. Box 84
Conejos, CO 81129

RE: Approval of TR-02, Valdez Gravel Mine, Permit No. M-1991-133

Dear Mr. and Mrs. Valdez:

On May 20, 2014, the Division received an electronic copy of TR-02, addressing a portable hot mix asphalt plant and portable concrete batch plant, both to be located within the pit area. On May 22, 2014, the Division received the \$216 review fee and deemed the application complete for the purposes of filing.

The pit area is incised and exhibits internal drainage. The floor of the pit area is above the elevation of the water table. The proposed revision appears compliant with the applicable requirements of Rule 3.1.6, which requires the operation be conducted in a manner which minimizes impacts to the prevailing hydrologic balance. The revision documents include a copy of Conejos County Resolution No. 2014-AR1, approving the operation for the production of asphalt and concrete products. The County resolution clarifies the proposed use will be protective of surface and ground water resources.

On May 22, 2014, the Division completed its review of the revision and approved TR-02. There is no adjustment to the financial warranty resulting from TR-02.

Sincerely,

Wallace H. Erickson
Environmental Protection Specialist

Ec: Demetrio and Olive Valdez, Valle Escondido;
Linda DeHerrera, Conejos County Land Use Administrator;
Randy Robins, Robins Construction;
Scott Johnson, Summit Engineering; and
Russ Means, DRMS GJFO

1313 Sherman Street, Room 215, Denver, CO 80203 P 303.866.3567 F 303.832.8106 <http://mining.state.co.us>
John W. Hickenlooper, Governor | Mike King, Executive Director | Virginia Brannon, Director



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE



CONEJOS COUNTY RESOLUTION NUMBER C-2013-006

**A RESOLUTION FOR A SPECIAL USE PERMIT
RANDALL & LOU ANN ROBINS
MINING and ASPHALT HOT MIX AND CONCRETE BATCH PLANT**

WHEREAS, Randall and Lou Ann Robins heretofore submitted an application for the purpose of a Zone Change from Rural to Industrial, and

WHEREAS, Randall and Lou Ann Robins heretofore submitted an application for a Special Use Permit for a Mining Operation and an Asphalt Hot Mix and Concrete Batch Plant on the real property hereinafter more particularly described as follows:

Tract 2 Quinlan Robins Division of Land Located within the West Half of the Northeast Quarter of Section 31, Township 33 North, Range 9 East of the NMPM, Conejos County, Colorado

WHEREAS, a public hearing was held before the Conejos County Planning Commission on January 30, 2013 and February 14, 2013, upon proper notice to adjoining land owners and publication in a legal newspaper of general circulation in the County of Conejos and thereafter the Planning Commission recommended approval of the Mining Operation and Asphalt Hot Mix and Concrete Batch Plant, and

WHEREAS, a public hearing was held before the Conejos County Board of County Commissioners on Friday, February 15, 2013, upon proper notice to adjoining land owners and publication in a legal newspaper of general circulation in the County of Conejos; and

WHEREAS, a hearing was duly conducted by the members of the Board of Conejos County Commissioners at which hearings interested persons were given an opportunity to be heard; and

WHEREAS, the members of the Board of Conejos County Commissioners have concluded that the application for the Zone Change from a Rural to Industrial be denied as the Planning Commission did not make a recommendation; and

WHEREAS, the members of the Board of Conejos County Commissioners have concluded that the a Special Use Permit for a Mining Operation and Asphalt Hot Mix and Concrete Batch Plant is granted; now therefore, be it

RESOLVED, the real property, which is the subject of the Special Use Permit for a Mining Operation and Asphalt Hot Mix and Concrete Batch Plant, is legally described as follows:

Tract 2 Quinlan Robins Division of Land Located within the West Half of the Northeast Quarter of Section 31, Township 33 North, Range 9 East of the NMPM, Conejos County, Colorado




RESOLVED, that the Randall and Lou Ann Robins Special Use Permit for a Mining Operation and Asphalt Hot Mix and Concrete Batch Plant is hereby granted with the following conditions:

1. The mining operation will take place with excavation beginning from the southern boundary of the property first and will move to the north.
2. The Mining Operator shall not impede or impair the delivery of irrigation water the adjacent landowner is entitled to receive.
3. A copy of the recorded deed shall be provided to the Land Use Office.
4. The mining operation shall commence upon issuance of a mining permit by the Colorado Division of Reclamation Mining and Safety
5. No mining operations on Sundays and major holidays with the exception of situations that may result in threat to life or property.
6. The Operator shall make all road improvements of County Road 12.5 east from the property to Highway 285
7. The Special Uses granted must conform to all requirements of Conejos County Land Use Code, Article 5 – Permits, Division 5.5, Standards of Approval.
8. The Land Use Administrator shall annually review the permitted use for compliance with the conditions set. The review shall take place each year during the month of February.

APPROVED on Motion of Commissioner John Sandoval, Second by Commissioner Mitchell Jarvies, and passed on a vote of 3 for and 0 against on the 15th day of February 2013.

THIS RESOLUTION WAS CONSIDERED, DISCUSSED AND ADOPTED ON THE 7th DAY OF March 2013 AT A MEETING OF THE BOARD OF CONEJOS COUNTY COMMISSIONERS AT WHICH A MAJORITY OF THE MEMBERS WERE PRESENT

ATTEST


Lawrence Gallegos
Clerk & Recorder


Steven McCarroll, Chairman





Mining Operations APEN – Form APCD-222

Air Pollutant Emission Notice (APEN) and
Application for Construction Permit

All sections of this APEN and application must be completed for both new and existing facilities, including APEN updates. An application with missing information may be determined incomplete and may be returned or result in longer application processing times. *You may be charged an additional APEN fee if the APEN is filled out incorrectly or is missing information and requires re-submittal.*

This APEN is to be used for mining operations (i.e. quarries, pits, or mines). This APEN may also be used to report haul road activities at non-mining facilities. Additional APENs may be required for process equipment located at the mine. A specialty APEN may be available for the process equipment (e.g. asphalt plant, crusher/screen, concrete batch plant, engines, etc.). In addition, the General APEN (Form APCD-200) is available if the specialty APEN options will not satisfy your reporting needs. A list of all available APEN forms can be found on the Air Pollution Control Division (APCD) website at: www.colorado.gov/cdphe/apcd.

This emission notice is valid for five (5) years. Submission of a revised APEN is required 30 days prior to expiration of the five-year term, or when a reportable change is made (significant emissions increase, increase production, new equipment, change in fuel type, etc.). See Regulation No. 3, Part A, II.C. for revised APEN requirements.

Permit Number: 14CN1280

AIRS ID Number: 021 /0041 /

(Leave blank unless APCD has assigned a permit, Form AIRS-2)

Section 1 - Administrative Information

Company Name¹: Robins Construction

Mine/Pit Name: Robins Pit

Mine/Pit Location: 5101 St Hwy 285
Antonito, Co 81120

Mine/Pit Location
County: Conejos

NAICS or SIC Code: _____

Mailing Address:
(Include Zip Code) P.o Box 212
Antonito, Co 81120

Contact Person: Caleb

Phone Number: 719-376-2351

E-Mail Address²: caleb@robinsconstru

¹ Use the full, legal company name registered with the Colorado Secretary of State. This is the company name that will appear on all documents issued by the APCD. Any changes will require additional paperwork.

² Permits, exemption letters, and any processing invoices will be issued by the APCD via e-mail to the address provided.

Robins Pit Reclamation & Expansion
Clean Water Act Evaluation
&
Other Permits and Licenses
Kelly Ortiz MLA/Environmental Planner

A statement identifying which of the following permits, licenses and approvals the Operator/Applicant holds or will be seeking in order to conduct the proposed mining and reclamation operations: effluent discharge permits, air quality emissions permits, radioactive source material licenses, the State Historic Preservation Office clearance, disposal of dredge and fill material (404) permits, permit to construct a dam, well permits, explosives permits, highway access permits, U.S. Forest Service permits, Bureau of Land Management permits, county zoning and land use permits, and city zoning and land use permits.

404 Clean Water Act:

“[Section 404 of the Clean Water Act](#) (CWA) establishes a program to regulate the discharge of [dredged](#) or [fill](#) material into [waters of the United States](#), including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as dams and levees), infrastructure development (such as highways and airports) and mining projects. Section 404 requires a permit before dredged or fill material may be discharged into waters of the United States, unless the activity is [exempt from Section 404 regulation](#) (e.g., certain farming and forestry activities).”

The basic premise of the program is that no discharge of dredged or fill material may be permitted if: (1) a practicable alternative exists that is less damaging to the aquatic environment or (2) the nation’s waters would be significantly degraded. In other words, when you apply for a permit, you must first show that steps have been taken to avoid impacts to wetlands, streams and other aquatic resources; that potential impacts have been minimized; and that [compensation](#) will be provided for all remaining unavoidable impacts.”

Scope of the Analysis

The scope of this analysis focuses on the location of the Robins Pit within the confines of the light blue line identified in figure 1.

Robins Consolidated Reclamation and Expansion Pit Aerial View



Figure 1 Robins Pit

The San Antonio River labeled in yellow sits adjacent to the Robins Pit location (figure 1). The San Antonio River at its closest location sits roughly 150 feet from the Robins Reclamation Pit. The pit is approximately 50 feet in height above the San Antonio River and then another 100 feet from the location of disturbance from past mining activities.

Reclamation will occur at 150 feet away from the river when heavy equipment is in use. However, heavy equipment that needs a larger turning radius and may be turning in the proximity of 50 feet uphill from the San Antonio River.

There will be no impacts to wetlands, streams and other aquatic resources for the reclamation or new mining of the Robins Pit identified by the light blue property boundary.

US Forest Service Permits are Not Applicable

Bureau of Land Management Permits are Not Applicable

5/13/2015

DEPARTMENT OF THE INTERIOR Mail - Fwd: Pit



Espinoza, Frank <fespinoza@usbr.gov>

Fwd: Pit

1 message

Elbrock, Billy <belbrock@usbr.gov>
To: Frank Espinoza <fespinoza@usbr.gov>

Tue, May 12, 2015 at 11:12 AM

----- Forwarded message -----

From: **Hungerford, Mark** <mhungerford@usbr.gov>
Date: Tue, May 12, 2015 at 11:03 AM
Subject: Pit
To: Billy Elbrock <belbrock@usbr.gov>

Both Robin Construction Pit #1 and Valdez Pit have been cleared by a Bureau of Reclamation archaeologist. There are no cultural concerns at these pits.

—
Mark Hungerford
Area Archaeologist
Bureau of Reclamation
Albuquerque, NM
87102
Ph.# 505-462-3644
Cell # 505-270-7512

—
Thanks,

Billy Elbrock, Manager
Alamosa Field Division
Bureau of Reclamation
10900 Hwy 160 E.
Alamosa, CO 81101
719-589-1801

May 14, 2015

Re: Robins Construction Gravel Pit #1 and Valdez Pit

To Whom It May Concern:

The Bureau of Reclamation, Alamosa, CO uses gravel from both of Robins gravel pits. We have had both pits inspected by a Reclamation archaeologist and there are not any cultural concerns at these pits.

If you need further information please feel free to contact me.

A handwritten signature in black ink, appearing to read "Billy Elbrock". The signature is written in a cursive, slightly slanted style.

Billy Elbrock, Manager
Bureau of Reclamation
10900 Hwy 160 E
Alamosa, CO 81101
719-589-1801

EXHIBIT N

Source of Legal Right-To-Enter



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

Robins Consolidated Pit

Grant Access

05/21/2014

We, the undersigned, Randall L. Robins and Lou Ann Robins, do hereby grant access to Robins Construction LLP at the property described at Reception Number 0448 in the Office of the Conejos County Clerk and Recorder.

Further, we understand and acknowledge that Robins Construction LLP will be the operator of the Sand and Gravel mining operation and will also operate, or cause to have operated, concrete batch plant(s) and asphalt hot mix plant(s) at this location with the attendant truck and heavy equipment traffic generated.



Randall L. Robins
July 20, 2017




Lou Ann Robins
July 20, 2017

State of Colorado

County Conejos

The foregoing instrument was acknowledged before me
this 20 day of July, 2017.


Signature of Notary

3/7/20
exp. of Commission

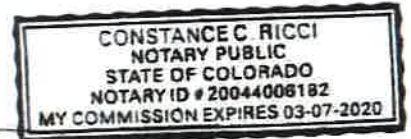


EXHIBIT O

Owners of Record of Affected Land (Surface Area) And Owners of Substance to Be Mined



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

WARRANTY DEED

THIS DEED, Made this 23rd day of May, 2014, by Demetrio A. Valdez and Olive K. Valdez, of the County of Conejos and State of Colorado, of the First Part, and Randall Robins and Lou Ann Robins, whose legal address is P.O. Box 212, Antonito, Colorado 81120, of the Second Part:

WITNESSETH, that the said Parties of the First Part, for and in consideration of an Agreement between the parties, to the said Parties of the First Part in hand delivered by the said Party of the Second Part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said Party of the Second Part, its heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Conejos and State of Colorado, to wit:

For Transf.

Att. Bk.
App. G.
Folder
Sales
Plat. Bk.
Computer
1) Sales
2) Adm.
3) Cama

The Consolidated Pit Purchase Tract as shown on the Plat of the Robins Construction Pit Purchase, recorded May 21, 2014, under Reception No. 0448 in the records of the Conejos County Clerk and Recorder, described by metes and bounds on the attached Exhibit A.

TOGETHER with all and singular the hereditaments, appurtenances and water rights thereunto belonging, or in anywise appertaining, 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 said Parties of the First Part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

RESERVING UNTO GRANTOR easements for access to the balance of Grantor's property over that property herein conveyed as shown on the Plat of the Robins Construction Pit Purchase, recorded May 21, 2014, under Reception No. 0448 in the records of the Conejos County Clerk and recorder, described by metes and bounds on the attached Exhibit B.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Party of the Second Part, its successors and assigns forever. And the said Parties of the First Part, for themselves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said Party of the Second Part, its successors and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except subject to those matters of record and 2014 real estate taxes

and the above bargained premises in the quiet and peaceable possession of the said Party of the Second Part, its successors and assigns, against all and every person or persons lawfully claiming



or to claim the whole or any part thereof, the said Parties of the First Part shall and will
WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF the said Parties of the First Part have herunto set their hands
and seals the day and year first above written.


Demetrio A. Valdez

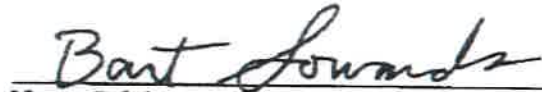

Olive K. Valdez

STATE OF COLORADO)
)ss.
COUNTY OF Conejos)

The foregoing instrument was acknowledged before me this 23rd day of May, 2014,
by Demetrio A. Valdez and Olive K. Valdez.

My commission expires: 2-8-15

Witness my hand and official seal.


Notary Public
Address: Conejos, CO 81129

WHEN RECORDED RETURN TO:



EXHIBIT A

CONSOLIDATED PIT PURCHASE TRACT

A 66.213 Acre Tract of land situated in the NE $\frac{1}{4}$ Section 31 and the NW $\frac{1}{4}$ Section 32, T.33 N., R.9 E., N.M.P.M., Conejos County Colorado, and more particularly described as follows;

Beginning at the Northwest Corner of said Section 32, a $\frac{3}{4}$ " diameter aluminum tablet stamped "Summit PLS 14840" and affixed to a $\frac{1}{2}$ " diameter steel bar 30" in length set firmly in the ground in an existing 4 strand barbed wire fence as shown on the plat of the Quinlan-Robins Division of land at reception number 12000046 filed in the office of the Conejos County Clerk and Recorder;

Thence N $89^{\circ}43'36''$ E along the North line of said Section 32 a distance of 931.63 feet to an angle point;

Thence S $34^{\circ}11'54''$ E a distance of 363.29 feet to an angle point;

Thence N $89^{\circ}48'00''$ E a distance of 538.31 feet to an angle point;

Thence S $32^{\circ}54'51''$ W a distance of 1,432.66 feet to an angle point;

Thence S $89^{\circ}48'00''$ W a distance of 1044.00 feet to a point on an existing 4 strand barbed wire fence, said fence being co-linear with an existing 1 phase overhead electrical power line;

Thence S $53^{\circ}14'16''$ W a distance of 247.56 feet to an angle point;

Thence S $03^{\circ}57'31''$ W a distance of 921.56 feet to a point;

Thence S $89^{\circ}39'24''$ W a distance of 913.46 feet to a point on the East line of Tract 2 of said Quinlan-Robins Division of Land Plat, and from whence the Center-East $\frac{1}{16}$ th corner, a $\frac{3}{4}$ " diameter aluminum tablet stamped "Davis PLS 36003" and affixed to a $\frac{1}{2}$ " diameter steel bar 30" in length set firmly in the ground bears S $00^{\circ}06'53''$ E a distance of 100.00 feet;

Thence N $00^{\circ}06'53''$ W along the said East line of Tract 2 of the Quinlan-Robins Division of Land a distance of 923.38 feet;

Thence N $89^{\circ}54'52''$ E a distance of 895.21 feet to an angle point;

Thence N $53^{\circ}14'16''$ W a distance of 357.72 feet to an angle point, and a point on the said existing 4-strand, barbed wire fence being co-linear with the said 1-phase overhead electrical power line;

Thence N $03^{\circ}57'31''$ E along said existing 4-strand, barbed wire fence and 1-phase overhead electrical power line a distance of 1,438.05 feet to a point on the North line of said Section 31;

Thence N $89^{\circ}55'31''$ E along the North line of said Section 31 a distance of 44.74 feet to the Point of Beginning and containing 66.213 Acres, more or less.

EXHIBIT B

ACCESS EASEMENT DESCRIPTION

Beginning at the Northeast corner of a strip of land 30 feet in width, a point on the north line of said Section 31, from whence the NE Corner of said Section 31, T.33N., R.9E., N.M.P.M. bears N 89°55'31" E a distance of 14.67 feet;

Thence S 03°57'01" ^{NE} along a line east of, and parallel to, said existing 4-strand, barbed wire fence co-linear with a 1-phase overhead electrical power line a distance of 1,503.95 feet to the southeast terminus of said 30 foot wide access easement;

Thence S 89°48'00" W along the southerly terminus of said 30 foot wide access easement a distance of 30.09 feet to the southwest corner of said easement;

Thence N 03°57'01" ^{NE} along the westerly line of said easement, being co-linear with the said 4-strand, barbed wire fence and 1-phase overhead electrical power line a distance of 1,504.01 feet to the northwest corner of said easement and a point on the north line of said Section 31;

Thence N 89°55'31" ^{NE} along the said North line of Section 31 a distance of 30.07 feet to the Point of Beginning.

DV *[Signature]*

[Signature]
JL



EXHIBIT P
Municipalities Within Two Miles



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

*Mining Pit Permit
Robins Construction, LLLP*

**I. Town of Antonito
307 Main Street
Antonito, CO 81120
719-376-2355**



*Prepared By: Summit Engineering Co.
Job Number: 4805*

**Summit Engineering
719-589-6147
Alamosa, CO**

Job Number: 240328CE



Follow-up to recent phone communications, Robins Construction

Erickson - DNR, Wally <wally.erickson@state.co.us>

Thu, May 1, 2014 at 11:19 AM

To: RANDY ROBINS <randy@robinsconstruction.com>, Info <info@robinsconstruction.com>, Scott Johnson <scott4622@gmail.com>

Cc: Russ Means - DNR <russ.means@state.co.us>, shad.peabody@skanska.com

Randy and Scott:

Herein I attempt a follow-up to recent phone communications and address outstanding questions. I'm also attempting to include Shad Peabody, Skanska, but I'm guessing at his email address.

Regarding the procurement of Valdez Gravel Mine, M-1991-133:

- Congratulations. The existing 112c permit is approved for 30 acres affected lands for the extraction of construction materials. The permit is not approved for asphalt plant, but could be revised through Technical Revision (TR) process to incorporate an asphalt plant. Ditto for concrete plant and both could be addressed under same TR, if the TR specifically includes both. The TR must be submitted in accordance with Rule 1.9, and with \$216 review fee. Please include a map showing the proposed location(s) of the processing facilities, located within the existing permit boundary. Generally, the Division defers to local government for location of asphalt and concrete plants (more of a zoning and land use issue than technical environmental issue). Therefore, Division review of the TR would be expedited if it included approval document from Conejos County. The permit is held by Demetrio Valdez and the permit may be revised only by the permittee. Therefore, the TR must be signed and submitted by the permittee. The Division will not accept any revision to the permit from Robins Construction until Robins transfers the permit and becomes the successor operator.
- There is an outstanding bond issue at the Valdez Gravel Mine. The Division currently holds \$16,465.41. The Division has recently reviewed current cost of reclamation totaling \$24,407.62. Deadline for providing the bond increase (\$7,942.21) is May 19, 2014. You have indicated your intent to pay the increase on Demetrio's behalf. Looks like you have two options; you can give the money to Demetrio and Demetrio must submit an updated Financial Warranty, OR you can submit a third party bond with Demetrio's cooperation. Please direct any/all questions for completion of bond forms to Barbara Coria, (303) 866-3567 extension 8148.

Regarding a proposed concrete and asphalt production facility on a nearby land parcel and not associated with any specific mining operation:

- Please submit your proposal in writing, with a map showing the location of the proposed facility and include a copy of the local government approval. The Division will review your written proposal and respond in writing.

Please let me know if I missed anything or if you still have questions.

Wally

Wally Erickson
Environmental Protection Specialist
Durango Field Office



Summit Engineering

Job Number: 240328CE

73

719-589-6147

Alamosa, CO

gla.com/robins/Pd=2&id=c9689b8b59&view=pt&search=inbox&msg=145b8cc8df192714&siml=145b8cc8df192714

EXHIBIT Q

**Proof of Mailing of Notices to County Commissioners
And Conservation District**



**Summit Engineering
719-589-6147
Alamosa, CO**

Job Number: 240328CE

EXHIBIT R

Proof of Filing With County Clerk or Recorder



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

EXHIBIT S

Permanent Man Made Structures



Summit Engineering
719-589-6147
Alamosa, CO

Job Number: 240328CE

An example Structure Agreement which meets the requirements of the Statutes is shown below.

Structure Agreement

This letter has been provided to you as the owner of a structure on or within two hundred (200) feet of a proposed mine site. The State of Colorado, Division of Reclamation, Mining and Safety ("Division") requires that where a mining operation will adversely affect the stability of any significant, valuable and permanent man-made structure located within two hundred (200) feet of the affected land, the Applicant shall either:

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
- b) Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

The Colorado Mined Land Reclamation Board ("Board") has determined that this form, if properly executed, represents an agreement that complies with Construction Materials Rule 6.3.12(a), Rule 6.4.19(a), and C.R.S. § 34-32.5-115(4)(e) and with Hard Rock/Metal Mining Rule 6.3.12(a), Rule 6.4.20(a), and C.R.S. § 34-32-115(4)(d). This form is for the sole purpose of ensuring compliance with the Rules and Regulations and shall not make the Board or Division a necessary party to any private civil lawsuit to enforce the terms of the agreement or create any enforcement obligations in the Board or the Division.

The following structures are located on or within 200 feet of the proposed affected area:

1. fence Common to Jacob Rogers
2. fence Common to Demetrio Valdez
3. Power Line owned by Xcel Energy
4. _____
5. _____

(Please list additional structures on a separate page)



CERTIFICATION

The Applicant, Robins Construction LLLP (print applicant/company name),
by RANDY ROBINS (print representative's name), as General Partner (print
representative's title), does hereby certify that Jacob Rogers (structure owner) shall
be compensated for any damage from the proposed mining operation to the above listed structure(s)
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation
Permit Application for Robins Consolidated Pit (operation name),
File Number M- 1991133

*This form has been approved by the Colorado Mined Land Reclamation Board pursuant to its
authority under the Colorado Land Reclamation Act for the Extraction of Construction Materials and
the Colorado Mined Land Reclamation Act for Hard Rock, Metal, and Designated Mining Operations.
Any alteration or modification to this form shall result in voiding this form.*

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Applicant Robins Construction LLLP Representative Name Randall L. Robins

Date July 24, 2017 Title General Partner

STATE OF Colorado)

COUNTY OF Craig)

The foregoing was acknowledged before me this 24th day of July, 2017, by
Randall L. Robins as General Partner of Robins Construction LLLP

[Signature] My Commission Expires: April 8, 2019
Notary Public

NACMI KEYS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914004823
MY COMMISSION EXPIRES 04-08-2019



NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner Public Service Co Name Melinda Lee

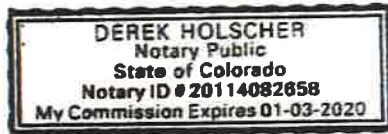
Date 7/25/2017 Title Sr. Agent

STATE OF Colorado)
) ss.

COUNTY OF Denver

The foregoing was acknowledged before me this 25 day of July, 20 17, by
Melinda Lee as Sr. Agent of Public Service Company
of Colorado

Derek Holscher My Commission Expires: 1-3-2020
Notary Public



NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner Valle Escondido Ranch Name Demetrio A. Valdez
Date 7/24/2017 Title Owner
STATE OF Colorado)
COUNTY OF Penrose) ss.

The foregoing was acknowledged before me this 24th day of July, 2017, by
Demetrio A. Valdez as Owner of Valle Escondido Ranch.

Naomi Keys
Notary Public

My Commission Expires: April 8, 2019

