

RECEIVED

DEC 28 2009

PITKIN COUNTY ATTORNEY

John M. Ely  
County Attorney

*Courthouse Annex Building*  
530 East Main Street, Suite 302  
Aspen, Colorado 81611-1948

Christopher G. Seldin  
Assistant County Attorney

Tel: (970) 920-5190  
Fax: (970) 920-5198

Carrington Brown  
Code Enforcement Officer

Colorado Water Conservation Board

*Legal Assistants:*  
Lisa MacDonald  
Jane Achey

December 23, 2009

Linda J. Bassi  
Chief, Stream and Lake Protection Section  
Colorado Water Conservation Board  
1313 Sherman Street, Room 721  
Denver, CO 80203

RE: Executed Declaration of a Revocable Trust

Dear Linda:

Along with this letter, please find an executed copy of the Declaration of a Revocable Trust between our Board and the Colorado Water Conservation Board.

Should you need anything further, feel free to contact me at the phone number above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa MacDonald', is written over a horizontal line.

Lisa MacDonald, Paralegal to  
John M. Ely

encls

**Declaration of a Revocable Trust**  
(The Pitkin County Water Rights Revocable Trust)

**RECITALS**

WHEREAS, this Declaration of a Revocable Trust ("Trust Agreement") is made and executed this 23<sup>rd</sup> day of DECEMBER, 2009, by and between the Board of County Commissioners for the County of Pitkin ("Settlor") and the Colorado Water Conservation Board ("Trustee" or "CWCB") (collectively, the "Parties").

WHEREAS, the Trustee is a Colorado administrative agency that was created by statute in 1937 for the purpose of aiding in the protection and development of the waters of the state. It is responsible for water project planning and finance, stream and lake protection, flood hazard identification and mitigation, weather modification, river restoration, water conservation and drought planning, water information, and water supply protection. Pursuant to Colorado law, it has the exclusive authority to hold instream flows in the state of Colorado.

WHEREAS, the Trustee is authorized by Section 37-92-102(3), C.R.S. (2008), to acquire from any person, including any governmental entity, such water, water rights or interests in water as it determines may be required for instream flows to preserve or improve the natural environment to a reasonable degree and to take whatever action may be needed to ensure such instream flows remain in the river.

WHEREAS, the Trustee holds numerous instream flow water rights in the Roaring Fork and Crystal Rivers, and their tributaries ("Roaring Fork River Basin"). In dry years, these instream flow water rights have been known to suffer shortages to varying degrees, with some shorted in the extreme.

WHEREAS, Settlor owns various water rights in the Roaring Fork River Basin, which it holds to manage for the citizens of Pitkin County. Settlor may also acquire various water rights through lease or other contractual arrangements or acquisitions. Some of Settlor's water rights were acquired through Settlor's Open Space and Trails Department with restricted funds and may not be converted or sold without voter approval. Some of Settlor's water rights were acquired through Settlor's Airport Enterprise Fund pursuant to the Taxpayers' Bill of Rights ("TABOR"), under Article X, Section 20 of the Colorado Constitution, and must be managed in a manner consistent with the nature of such enterprise.

WHEREAS, Settlor desires to create a revocable trust of the water rights described in Exhibits A-1 and A-2, attached hereto and incorporated herein by reference (collectively, the "Trust Estate") for the purposes hereinafter set forth. Creation of the revocable trust is intended to assist in providing more water when needed for the Trustee's instream flow reaches in the Roaring Fork River Basin.

WHEREAS, Section 37-92-102(3), C.R.S., allows the Trustee to use water rights acquired through leases, loans and other arrangements for instream flow purposes pursuant to amendments to Sections 37-92-102(3), 37-92-103(2), and 37-92-305(3), C.R.S. House Bill 08-1280, signed by Governor Ritter on April 21, 2008, provides certain protections for water rights provided to the CWCB for use in the Instream Flow Program, pursuant to amendments to Sections 37-92-102(3), 37-92-103(2) and 37-92-305(3), C.R.S. It is specifically contemplated that each of those protections shall apply to the Trust Estate and a description of those protections shall be included in each of the water court decrees obtained pursuant to this Trust Agreement.

WHEREAS, the Settlor agrees to execute such further instruments as shall be necessary to vest the Trustee with full authority to manage the Trust Estate, and the Trustee agrees to hold the Trust Estate for the following uses and purposes set forth herein and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

#### REVOCABLE TRUST

I. **Purpose of the Trust.** The purpose of the Trust is to preserve and improve the natural environment to a reasonable degree by providing water rights to supplement instream flows in the Roaring Fork River Basin. In accordance with the entrustment by Settlor and the provisions of this Trust Agreement, Trustee will hold, manage, and operate the Trust Estate in a manner that maximizes the purpose of the Trust.

II. **Beneficiary of the Trust.**

The Trust is a self-benefited trust, with the Board of County Commissioners of Pitkin County being the beneficiary of the Trust.

III. **Delivery of the Trust Estate.**

A. Ownership of the Trust Estate shall not be transferred from the Settlor to the Trustee as a result of the entrustment contemplated by this Trust Agreement.

B. The Settlor and Trustee shall, within six (6) months of the execution of this Trust Agreement, file an application, as co-applicants, with the District Court in and for Water Division 5 (the "Water Court") to change the use of the Stapleton Brothers Ditch water rights identified in Exhibit A-1 to add instream flows as a beneficial use (the "Stapleton Water Court case"). The Stapleton Water Court case shall be prosecuted pursuant to Sections 37-92-102(3) and 37-92-305, C.R.S., as amended by House Bill 08-1280. The protections of House Bill 08-1280 shall be specifically incorporated in any decree obtained in the Stapleton Water Court case. The Settlor shall have the right to dismiss the Stapleton Brothers Water Court case if it appears likely to the Settlor that a decree will be entered with terms and conditions that would: (i) establish an unreasonable obligation on the Settlor or (ii) substantially decrease the value of the

Stapleton Brothers Ditch water rights. The Settlor shall consult with the Trustee prior to taking any action to dismiss the Stapleton Water Court case. The Stapleton Brothers Ditch water rights identified in **Exhibit A-1** shall be deemed delivered to and available for use by the Trustee upon receipt of a final decree in the Stapleton Water Court case.

C. The Settlor and Trustee's staff shall, within twelve (12) months after receipt of a final decree in the Stapleton Water Court case begin the process to obtain approval of the CWCB to add the water rights identified in **Exhibit A-2** to the Trust Estate in accordance with the procedures set forth in Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program, or any other applicable Rule duly promulgated by the CWCB and in effect at the time of such addition. The Trustee and Settlor shall not be obligated to proceed with such addition if CWCB approval requires terms and conditions that would: (i) establish an unreasonable obligation on the Trustee or the Settlor or (ii) substantially decrease the value of the water rights. After obtaining such approval, the Settlor and Trustee shall file a Water Court application, as co-applicants, with the Water Court to change the use of the water rights identified in **Exhibit A-2** to add instream flows as a beneficial use (the "Remainder Water Court case"). The Remainder Water Court case shall be prosecuted pursuant to Sections 37-92-102(3) and 37-92-305, C.R.S., as amended by House Bill 08-1280. The protections of House Bill 08-1280 shall be specifically incorporated in any decree obtained in the Remainder Water Court case. The Trustee or the Settlor shall have the right to dismiss the Remainder Water Court case if it appears likely to the Settlor that a decree will be entered with terms and conditions that would: (i) establish an unreasonable obligation on the Trustee or the Settlor or (ii) substantially decrease the value of the remaining water rights. The Parties shall consult with each other prior to taking any action to dismiss the Remainder Water Court case. The water rights changed in the Remainder Water Court case shall be deemed delivered to and available for use by the Trustee upon receipt of a final decree in the Remainder Water Court case.

D. Each Party shall bear its own costs and expenses in the Water Court cases. The Parties shall each bear one-half of the responsibility for any services of an engineer or other consultant necessary to file and prosecute the Water Court cases.

#### **IV. Settlor's Warranties, Rights, and Obligations.**

A. The Settlor warrants that it has the legal status and legal capacity to execute, deliver, and perform all requirements of this Trust Agreement and that it has full power and authority to execute and deliver this Trust Agreement and all other documents to be entered into in relation to this Trust Agreement, and it has full power and authority to operate under the entrustment provided for herein.

B. The Settlor reserves the exclusive right at any time and from time to time by instrument in writing signed by the Settlor and delivered to the Trustee to modify or alter this Trust Agreement, in whole or in part, without the consent of the Trustee provided that the duties, powers, and liabilities of the Trustee under this Trust Agreement shall not be changed without its consent; and the Settlor reserves and shall have the right, by instrument in writing, signed by the Settlor and delivered to the



Trustee, to cancel and annul this Trust Agreement, as provided in Section XIV of this Trust Agreement.

C. After the expiration of the Initial Period defined in Section XIV.B, the Settlor may from time to time withdraw all or part of the water rights in the Trust Estate by delivering an instrument in writing duly signed by the Settlor to the Trustee substantially similar to that attached hereto as **Exhibit B**. Such instrument shall describe the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon immediately cease the use of the water rights described therein. At least thirty (30) days prior to any such withdrawal, the Settlor shall consult with the Trustee regarding the circumstances and timing of the intended withdrawal.

D. The Settlor may at any time and from time to time add water rights to the Trust Estate by providing written notice to the Trustee of such intent, describing the property or portion thereof desired to be added to the Trust Estate, in a form substantially similar to that attached hereto as **Exhibit C**. The Settlor may add water rights to which it holds title or in which it has a contractual or other interest. The Settlor and the Trustee's staff must obtain approval of the CWCB to add such water rights to the Trust Estate in accordance with the procedures set forth in Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program, or any other applicable Rule duly promulgated by the CWCB and in effect at the time of such addition. Neither the Trustee nor the Settlor shall be obligated to proceed with such addition if CWCB approval requires terms and conditions that would: (i) establish an unreasonable obligation on the Trustee or the Settlor or (ii) substantially decrease the value of the water rights. After obtaining such approval, the Settlor and Trustee shall file a Water Court application to add instream flow uses as a beneficial use ("Supplemental Water Court case"). Any Supplemental Water Court case shall be prosecuted pursuant to Sections 37-92-102(3) and 37-92-305, C.R.S., as amended by House Bill 08-1280. The protections of House Bill 08-1280 shall be specifically incorporated in any decree obtained in the Supplemental Water Court case. The Trustee or the Settlor shall have the right to dismiss any Supplemental Water Court case if it appears likely that a decree will be entered with terms and conditions that would: (i) establish an unreasonable obligation on the Trustee or the Settlor or (ii) substantially decrease the value of the supplemental water rights. The Parties shall consult with each other prior to taking any action to dismiss any Supplemental Water Court case. The water rights changed in any Supplemental Water Court case shall be deemed delivered to and available for use by the Trustee upon receipt of a final decree in such Supplemental Water Court case.

E. The Settlor shall arbitrate, sue upon, defend against, or otherwise deal with and settle claims in favor of or against the Trust Estate as it deems best and the Settlor's decisions regarding and ultimate resolution of any such claims shall be binding and conclusive.

F. Nothing herein shall limit the Settlor's ability to protect the Trust Estate by filing statements of opposition in water court cases that may potentially injure the

Trust Estate; provided, however, that the Settlor shall consult with the Trustee regarding any such statements of opposition prior to filing.

G. The Settlor may bring about beneficial use of the historical consumptive use of the Trust Estate downstream of the instream flow reach benefited by the Trust Estate as fully consumable reusable water or in any other manner allowed by law.

**V. Trustee's Warranties, Rights, and Obligations.**

A. The Trustee warrants that it has the legal status and legal capacity to execute, deliver, and perform all requirements of this Trust Agreement and that it has full power and authority to execute and deliver this Trust Agreement and all the other documents to be entered into by it in relation to this Trust Agreement, and it has full power and authority to operate under the entrustment provided for herein.

B. The Trustee shall use the Trust Estate for the purposes of preserving or improving the natural environment to a reasonable degree by protecting streamflows in the state of Colorado under Section 37-92-102(3), C.R.S., as amended by House Bill 08-1280, at all times as allowed by all applicable water court decrees and Colorado law, so long as this Trust Agreement is in effect.

C. The Trustee shall be responsible for: (1) maintaining records of how much water it uses under the Trust Agreement each year it is in effect; and (2) recording the actual amount of water legally available and capable of being diverted under the Trust Estate during the term of the Trust Agreement, and for providing such records to the Division of Water Resources for review and publication. The Trustee shall be responsible for all administration, monitoring and measuring required by the Division Engineer to use the Trust Estate for instream flow purposes. To the extent that the Division Engineer requires installation of stream gages or other measuring devices in connection with such use, the Trustee shall be responsible for such installation, subject to the availability of funds for such installation. The Trustee shall be responsible for maintaining all records required by the Division Engineer for administration of the Trust Estate for instream flow purposes. The Trustee and Settlor shall coordinate on whether the Settlor may provide assistance with the operation and maintenance of any such required stream gages or other measuring devices.

D. On January 15 of each year that the Trust Agreement is in force, the Trustee shall provide an annual update to the Settlor regarding use of the Trust Estate for instream flow purposes, including but not limited to flow data from the preceding year, any enforcement activities from the previous year, and planned operations and other considerations for the forthcoming year.

E. The Trustee agrees to undertake such acts as are reasonably required to carry out the tenor, purpose, and intent of this Trust Agreement. To that end, the Trustee shall place a call to enforce the seniority of the Trust Estate in the event the instream flow water right being benefited by all or a portion of the Trust Estate is injured or is presumed to be injured by other water users. If such activities include

filing statements of opposition to water court cases, the Trustee shall identify this Trust Agreement in any such statement of opposition. Nothing herein shall diminish the CWCB's right to exercise its discretion regarding enforcement of instream flow water rights; however, the CWCB acknowledges that the intended use of the Trust Estate is to preserve or improve the natural environment to a reasonable degree.

F. The Trustee shall not assign, pledge, sell, or transfer in any manner any part of the Trust Estate, nor shall it have the power to encumber any part of the Trust Estate.

G. The Trustee shall not engage in any activity that will harm the Settlor's interest the Trust Estate.

**VI. Covenant.** This Trust Agreement shall be a covenant which runs with the Trust Estate. This Trust Agreement shall be recorded by the Settlor with the Clerk and Recorder of Pitkin County, Colorado and of Garfield County, Colorado.

**VII. Notice.** Any notice, request, demand and other correspondence made as required by or in accordance with this Trust Agreement shall be made in writing and delivered to the relevant Party at the contact information set out below. Such notice or other correspondence shall be deemed to have been delivered when it is transmitted if transmitted by facsimile, when it is delivered if delivered in person, and three (3) days after posting the same if posted by mail.

To Settlor:

John M. Ely, Esq.  
Pitkin County Attorney  
530 East Main Street, Suite 302  
Aspen, Colorado 81611-1948  
Fax: (970) 920-5198

To Trustee:

Linda J. Bassi  
Chief, Stream and Lake Protection Section  
Colorado Water Conservation Board  
1313 Sherman Street, Room 721  
Denver, CO 80203  
Fax: (303) 866-4474

**VIII. Interpretation.** This Trust Agreement shall be construed, regulated, and governed by and in accordance with the laws of the State of Colorado and shall be interpreted broadly to effect its purpose.

**IX. Integration Clause.** This Trust Agreement shall supersede all previous agreements between the Parties, and shall be binding upon the Parties and their respective heirs, executors, administrators, successors, and assigns.

X. **Dispute Resolution; Jurisdiction and Venue.** Pursuant to Section 37-92-102(3) C.R.S., the terms of this Trust Agreement shall be enforceable by each party as a water matter in the District Court for Water Division 5; provided, however, that before commencing any action for enforcement of this Agreement, the party alleging a breach shall notify the other party in writing of the alleged breach and the parties shall make a good faith effort to resolve their differences through informal consultation.

XI. **No Waiver.** Any failure or delay by a Party in exercising any of its rights, powers and remedies hereunder or in accordance with laws (the "Party's Rights") shall not lead to a waiver of such rights, and the waiver of any single or partial exercise of the Party's Rights shall not preclude such Party from exercising such rights in any other way and exercising the remaining part of the Party's Rights.

XII. **Severability.** Each provision contained herein shall be severable and independent from each of other provisions, and if at any time any one or more provisions herein are found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions herein shall not be affected as a result thereof.

XIII. **Amendments.** Any amendments or supplements to this Trust Agreement shall be made in writing and shall take effect only when properly signed by the Parties to this Agreement.

XIV. **Term and Termination of the Trust.** This Trust Agreement shall become effective upon its execution.

A. The term of this Trust Agreement is perpetual unless terminated as allowed by this Section XIV.

B. This Trust Agreement may not be terminated during the initial ten (10) years after this Trust Agreement is executed ("Initial Period").

C. After the expiration of the Initial Period, this Trust Agreement may be terminated upon at least six (6) months prior notice in writing by either Party to the other Party to terminate the Trust hereunder, after which the Trust hereunder shall terminate at the expiration of such six (6) month period or at a later date specified in the termination notice. At least thirty (30) working days prior to providing such notice, the Party initiating the termination shall consult with the other Party regarding its intent to terminate the Trust Agreement.

D. The Trust Agreement shall also be terminated upon occurrence of any event that leads to such termination in accordance with the laws of the State of Colorado.

E. Upon termination of the Trust Agreement, the Trust Estate shall belong to the Settlor and the Trustee shall act at the instruction of Settlor to take all reasonable



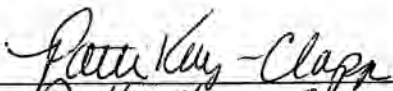
actions immediately necessary to return the Trust Estate and management thereof to the Settlor.

**XV. Rule Against Perpetuities.** If it shall be determined that any provisions of the Trust Agreement violates any rule against perpetuities or remoteness of vesting now or hereafter in effect in a governing jurisdiction, the affected portion of the Trust Estate shall be administered as provided in this Trust Agreement until the termination of the maximum period allowed by law at which time and forthwith such part of the Trust Estate shall be removed from the Trust and returned to the quiet possession of the Settlor.

I certify that I have read the foregoing Trust Agreement and it correctly states the terms and conditions under which the Trust Estate is to be held and managed by the Trustee.

Dated as of the date set forth above.

SETTLOR, BOARD OF COUNTY COMMISSIONERS  
OF PITKIN COUNTY:

  
By: Patti Kay-Clapper  
Its: Chair

ATTEST:

  
By: Jeanette Jones  
Clerk to the Board of County Commissioners

\_\_\_\_\_  
[Trustee]

actions immediately necessary to return the Trust Estate and management thereof to the Settlor.

**XV. Rule Against Perpetuities.** If it shall be determined that any provisions of the Trust Agreement violates any rule against perpetuities or remoteness of vesting now or hereafter in effect in a governing jurisdiction, the affected portion of the Trust Estate shall be administered as provided in this Trust Agreement until the termination of the maximum period allowed by law at which time and forthwith such part of the Trust Estate shall be removed from the Trust and returned to the quiet possession of the Settlor.

I certify that I have read the foregoing Trust Agreement and it correctly states the terms and conditions under which the Trust Estate is to be held and managed by the Trustee.

Dated as of the date set forth above.

SETTLOR, BOARD OF COUNTY COMMISSIONERS  
OF PITKIN COUNTY:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk to the Board of County Commissioners

TRUSTEE, COLORADO WATER CONSERVATION BOARD:

  
By: Jennifer Gimbel, Director

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**Exhibit A-1****Description of Trust Estate - Stapleton Brothers Ditch Water Rights**

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<b>Name</b>	<b>Decree</b>	<b>Source</b>	<b>Amount</b>
Stapleton Brothers Ditch	99CW306	Roaring Fork River	4.3 cfs (119.25 AF/yr)

**Exhibit A-2**  
Description of Trust Estate - Remaining Water Rights

Name	Decree	Source	Amount
Cramer Ditch, Original Construction	C.A. No. 132	Sopris Creek	0.143 cfs
Cramer Ditch, First Enlargement	C.A. No. 132	Sopris Creek	0.143 cfs
Cramer Ditch, Second Enlargement	C.A. No. 132	Sopris Creek	0.143 cfs
Cramer Ditch, Third Enlargement	C.A. No. 3082	Sopris Creek	0.143 cfs
Cramer Ditch (aka Beard Ditch)	W-867	Sopris Creek	0.143 cfs
Cramer Ditch (aka Beard Ditch) (appropriation date 8/25/1961)	W-867	Sopris Creek	0.143 cfs
Cramer Ditch, Fourth Enlargement	W-3414	Sopris Creek	0.143 cfs
Home Supply Ditch, Original Construction	C.A. No. 132	Roaring Fork River	0.5 cfs
Home Supply Ditch, First Enlargement	C.A. No. 2811	Roaring Fork River	0.5 cfs
Home Supply Ditch, Second Enlargement	C.A. No. 3082	Roaring Fork River	0.5 cfs
Home Supply Ditch (alternate point of diversion)	W-1801	Roaring Fork River	0.5 cfs
U.S. Green Ditch No. 2	C.A. No. 4033	Unnamed tributary of the Roaring Fork River	1.0 cfs <sup>1</sup>
U.S. Green Ditch No. 1	C.A. No. 4033	Wheel Barrow Gulch	1.0 cfs <sup>2</sup>
J.H. Smith, Warren Creek Ditch No. 1	C.A. No. 4033	Warren Creek	1.5 cfs <sup>3</sup>
U.S. Green Ditch No. 1	C.A. No. 4033	Wheel Barrow Gulch	2.0 cfs <sup>4</sup>
Wilke Ditch	C.A. No. 2136	Crystal River	1.2 cfs
Crystal River Hot Spring Cooling Water Diversion and Pipeline	87CW202	Crystal River	0.5 cfs

<sup>1</sup> May require cooperation with Aspen Center for Environmental Studies.

<sup>2</sup> 1.0 acre-foot per year of historic consumptive use leased to James Hunting until 2038.

<sup>3</sup> Owned in joint tenancy with City of Aspen.

<sup>4</sup> Owned in joint tenancy with City of Aspen.



Name	Decree	Source	Amount
Crystal River Hot Spring and Pool (aka Granite Hot Springs Nos. 1-4)	87CW202	Geothermal groundwater and surface water tributary to the Crystal River	0.01 AF
Low Line Ditch, Original Construction	C.A. No. 1007	Crystal River	1.538088 cfs
Mautz Spring and Mautz Ditch Nos. 1 and 2	C.A. No. 4033	Mautz Spring is the source for the Mautz Ditch Nos. 1 and 2, along with snow, rain and waste water that run into said spring and ditches	2.0 cfs
John Stern Ditch No. 1	C.A. No. 5884 W-3103	Waste and seepage water	0.5 cfs
Jote Smith Ditch, Original Construction	C.A. No. 132	Brush Creek	0.72 cfs
Jote Smith Ditch, First Enlargement	C.A. No. 132	Brush Creek	0.25 cfs
Cozy Point Ditch, Original Construction	C.A. No. 132 92CW007	Brush Creek	0.19 cfs
Cozy Point Ditch, First Enlargement	C.A. No. 3723 92CW007	Brush Creek	0.24 cfs
Upper Wiese Ditch	C.A. No. 2689 92CW007	Brush Creek	0.20 cfs
Upper Wiese Ditch (appropriation date 9/1/1936)	C.A. No. 3723 92CW007	Brush Creek	0.62 cfs
Cozy Point Pond	88CW479 93CW003	Brush Creek	2.0 AF
Stapleton Ditch	C.A. No. 132	Owl Creek	2.0 cfs
Stapleton Ditch, First Enlargement	C.A. No. 132	Owl Creek	0.8 cfs
Bivert Ditch	C.A. No. 132	Owl Creek	0.5 cfs
Bivert Ditch, First Enlargement	C.A. No. 132	Owl Creek	1.0 cfs
Walthen Ditch	C.A. No. 132	Woody Creek	3.0 cfs
Walthen Ditch, First Enlargement	C.A. No. 132	Woody Creek	3.2 cfs

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**Exhibit B**  
**Notice of Withdrawal**

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Linda J. Bassi  
Chief, Stream and Lake Protection Section  
Colorado Water Conservation Board  
1313 Sherman Street, Room 721  
Denver, CO 80203  
Fax: (303) 866-4474

Re: Pitkin County Revocable Water Rights Trust - Notice of Withdrawal

Dear Linda:

Pursuant to Section IV.C. of the Pitkin County Revocable Water Rights Trust Agreement, Pitkin County is hereby providing notice of its intent to withdrawal water rights from the Trust Estate. The following water rights will be withdrawn from the Trust Estate:

<u>Name</u>	<u>Decree</u>	<u>Source</u>	<u>Amount</u>
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As required by Section IV.C. of the Trust Agreement, Pitkin County contacted the CWCB at least 30 days prior to this notice to discuss the withdrawal of the water rights specified above. Upon receipt of this letter, the CWCB shall immediately cease the use of the water rights specified above for instream flow purposes.

Sincerely,

John M. Ely  
Pitkin County Attorney

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**Exhibit C**  
**Notice of Addition**

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Linda J. Bassi  
Chief, Stream and Lake Protection Section  
Colorado Water Conservation Board  
1313 Sherman Street, Room 721  
Denver, CO 80203  
Fax: (303) 866-4474

Re: Pitkin County Revocable Water Rights Trust – Notice of Addition

Dear Linda:

Pursuant to Section IV.D. of the Pitkin County Revocable Water Rights Trust Agreement, Pitkin County is hereby providing notice of its intent to add water rights from the Trust Estate. The County wishes to add the following water rights to the Trust Estate:

<u>Name</u>	<u>Decree</u>	<u>Source</u>	<u>Amount</u>
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As required by Section IV.D. of the Trust Agreement, we must obtain CWCB approval to acquire the water rights specified above as required by Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program. Please contact me at your convenience to begin the approval process.

Sincerely,

John M. Ely  
Pitkin County Attorney