



Community Development Department
 108 8th Street, Suite 401
 Glenwood Springs, CO 81601
 (970) 945-8212
www.garfield-county.com

LAND USE CHANGE PERMIT APPLICATION FORM

TYPE OF APPLICATION	
<input type="checkbox"/> Administrative Review	<input type="checkbox"/> Development in 100-Year Floodplain
<input type="checkbox"/> Limited Impact Review	<input type="checkbox"/> Development in 100-Year Floodplain Variance
<input type="checkbox"/> Major Impact Review	<input type="checkbox"/> Code Text Amendment
<input type="checkbox"/> Amendments to an Approved LUCP <input type="checkbox"/> LIR <input type="checkbox"/> MIR <input type="checkbox"/> SUP	<input type="checkbox"/> Rezoning <input type="checkbox"/> Zone District <input type="checkbox"/> PUD <input type="checkbox"/> PUD Amendment
<input type="checkbox"/> Minor Temporary Housing Facility	<input type="checkbox"/> Administrative Interpretation
<input type="checkbox"/> Vacation of a County Road/Public ROW	<input type="checkbox"/> Appeal of Administrative Interpretation
<input checked="" type="checkbox"/> Location and Extent Review	<input type="checkbox"/> Areas and Activities of State Interest
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Accommodation Pursuant to Fair Housing Act
<input type="checkbox"/> Pipeline Development	<input type="checkbox"/> Variance
<input type="checkbox"/> Time Extension (also check type of original application)	

INVOLVED PARTIES
Owner/Applicant Name: <u>Roaring Fork Water & Sanitation District</u> Phone: <u>(970) 945-2144</u> Mailing Address: <u>P.O. Box 326</u> City: <u>Glenwood Springs</u> State: <u>CO</u> Zip Code: <u>81602</u> E-mail: <u>info@rfwsd.com</u>
Representative (Authorization Required) Name: <u>Scott Grosscup</u> Phone: <u>(970) 945-6546</u> Mailing Address: <u>Balcomb & Green, P.C., P.O. Drawer 790</u> City: <u>Glenwood Springs</u> State: <u>CO</u> Zip Code: <u>81602</u> E-mail: <u>sgrosscup@balcombgreen.com</u>

PROJECT NAME AND LOCATION
Project Name: <u>Water and Sewer Extensions and Improvements to Serve Eastbank/RE-1 Parcel</u>
Assessor's Parcel Number: _____ - _____ - _____ - _____
Physical/Street Address: <u>Various along County Road 154</u>
Legal Description: <u>From the Ironbridge PUD to the RE-1 parcel, including on the Hardwick Bridge and in County Road 154</u>
Zone District: <u>R, RS, PUD</u> Property Size (acres): <u>NA</u>

PROJECT DESCRIPTION

Existing Use: County Road

Proposed Use (From Use Table 3-403): N/A, application is for location and extent review of water and sanitary sewer facilities

Description of Project: This request is for location and extent review of proposed water and sanitary sewer lines from the RFWSD existing facilities to the new RE-1 school site near the intersection of State Highway 82 and County Road 154. A complete description is contained in the attached narrative.

REQUEST FOR WAIVERS

Submission Requirements

The Applicant requesting a Waiver of Submission Requirements per Section 4-202. List:

Section: _____ Section: _____

Section: _____ Section: _____

Waiver of Standards

The Applicant is requesting a Waiver of Standards per Section 4-118. List:

Section: _____ Section: _____

Section: _____ Section: _____

I have read the statements above and have provided the required attached information which is correct and accurate to the best of my knowledge.

Sonya Wren, District Administrator
Signature of Property Owner

June 14, 2016

Date

OFFICIAL USE ONLY

File Number: _____ - _____

Fee Paid: \$ _____

ROARING FORK WATER & SANITATION DISTRICT

June 14, 2016

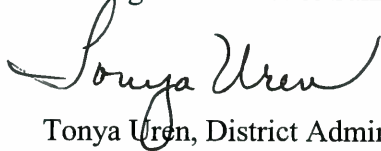
Ms. Kathy Eastley
Community Development Department
Garfield County
108 8th Street, Suite 401
Glenwood Springs, Co 81601

The Roaring Fork Water & Sanitation District ("District") authorizes Balcomb & Green, P.C., and SGM Inc. to act on behalf of and represent the District in matters related to land use permitting for water and sewer facilities necessary to serve the Eastbank property located in Garfield County, Colorado.

Please contact me if you have any questions.

Yours truly,

Roaring Fork Water & Sanitation District



Tonya Uren, District Administrator



PAYMENT AGREEMENT FORM

GARFIELD COUNTY ("COUNTY") and Property Owner ("APPLICANT") Roaring Fork Water & Sanitation District agree as follows:

1. The Applicant has submitted to the County an application for the following Project: Location and Extent Review.
2. The Applicant understands and agrees that Garfield County Resolution No. 2014-60, as amended, establishes a fee schedule for each type application, and the guidelines for the administration of the fee structure.
3. The Applicant and the County agree that because of the size, nature or scope of the proposed project, it is not possible at this time to ascertain the full extent of the costs involved in processing the application. The Applicant agrees to make payment of the Base Fee, established for the Project, and to thereafter permit additional costs to be billed to the Applicant. The Applicant agrees to make additional payments upon notification by the County, when they are necessary, as costs are incurred.
4. The Base Fee shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board of County Commissioners for the consideration of an application or additional County staff time or expense not covered by the Base Fee. If actual recorded costs exceed the initial Base Fee, the Applicant shall pay additional billings to the County to reimburse the County for the processing of the Project. The Applicant acknowledges that all billing shall be paid prior to the final consideration by the County of any Land Use Change or Division of Land.

I hereby agree to pay all fees related to this application:

Billing Contact Person: Tonya Uren, District Administrator Phone: (970) 945-2144
Billing Contact Address: PO Box 1002
City: Glenwood Springs State: CO Zip Code: 81602
Billing Contact Email: info@rfwsd.com

Printed Name of Person Authorized to Sign: Scott Grosscup



(Signature)

June 14, 2016

(Date)

ROARING FORK WATER & SANITATION DISTRICT

Location and Extent Application Materials

Section 1. Purpose of these Application Materials

This Application from the Roaring Fork Water & Sanitation District (“RFWSD”) requests Garfield County’s review of proposed water and sewer facilities pursuant to the Location and Extent (L&E) provisions of sections 30-28-110, C.R.S., and sections 4-111 and 7-102 of the Garfield County Unified Land Use Resolution, as amended (“ULUR”). The RFWSD and its engineer, in consultation with the Roaring Fork RE-1 School District (“RE-1”), have determined that the facilities described in this Application are necessary to provide water and wastewater service to the RE-1 Eastbank School site and other properties located in the northwest portion of the RFWSD’s extended service area located near the intersection of State Highway 82 and County Road 154 collectively referred to as the “Eastbank Properties”. The proposed utilities will use existing capacity in the RFWSD’s water and wastewater system without increasing the burden on existing customers.

Background of the RFWSD

The RFWSD was created and called the Aspen Glen Water & Sanitation District in 1994 by decree entered in Civil Action No. 94CV29 and by approval of the Service Plan for the Aspen Glen Water & Sanitation District by Garfield County in Resolution 94-008. As first organized, the Aspen Glen Water & Sanitation District was to provide domestic water only to the Aspen Glen PUD but be the regional wastewater service provider for a service area that was larger than the Aspen Glen PUD. Then, as a result of other developments in the region, Garfield County determined that the RFWSD should also be recognized as the Regional Service Provider for both water and wastewater services. This is memorialized by the Roaring Fork Water and Sanitation District Service Plan Amendment and Garfield County’s approval of the Service Plan Amendment in Resolution No. 2001-28.

The RFWSD’s current service area boundary stretches from the Coryell Ranch and Midland Point subdivision on the southern end, north to the Ironbridge development on the west side of the Roaring Fork River and the Sanders Ranch, CMC turnoff area on the east side of the Roaring Fork River. The RFWSD has submitted an application to amend its service plan to also include the Eastbank Properties within its extended service area. A map of the RFWSD’s Service Area as amended is attached as Figure 1.

Pre-Inclusion Agreement

The RFWSD has entered into a Pre-Inclusion Agreement with RE-1 and recorded at Reception #874165. Exhibit A. Pursuant to that Agreement, the RFWSD will agree to provide

ROARING FORK WATER & SANITATION DISTRICT

water and wastewater services upon the construction of certain facilities necessary to meet the demands of the RE-1 and potential future development of the Eastbank Properties. It also requires that certain of those facilities be oversized in order to accommodate the regional EQR projections from adjoining properties.

The facilities proposed for review in this application are for utility improvements necessary in the opinion of the RFWSD to provide water and sewer service to RE-1 and surrounding Eastbank Properties. These include the location of a 12-inch water transmission line and multiple sewer force mains from existing infrastructure located in and adjacent to the Ironbridge subdivision, across the Roaring Fork River on the existing Hardwick Bridge, then along County Road 154 right of way to the Eastbank School. And it includes the construction of a sanitary sewer lift station on property described as parcel number 218535415002 by the Garfield County Assessor all generally shown on Figure 2.

Section 2. Submittal Requirements

Pursuant to Table 4-203 and section 4-203 of the ULUR, the RFWSD provides these general application materials:

1. Application Form: The Application form is provided.
2. Ownership: The water and sewer facilities discussed in this Application will be located in the county road right-of-way or through easements obtained from private property owners. Applicant acknowledges that it will be required to obtain a Utility Permit from the Garfield County Road & Bridge that will also require approval from the Board of County Commissioners, including authorization to suspend utilities on the Hardwick Bridge. In the event easements cannot be obtained from private property owners, the RFWSD can exercise its power of eminent domain to acquire such property. See sections 32-1-1006(c)(I) and (f), C.R.S.
3. Adjacent property owners: Exhibit B is a list and map of the owners of record of real property located within 200 feet of the properties affected by this Application.

The RFWSD has conducted a search of the tax records at the Garfield County Assessor's Office for the properties affected by the proposed water and sewer facilities. The search of the County Assessor's records did not reveal any mineral estate owner under the affected properties. Pursuant to section 24-65.5-103(2)(b), the Applicant has acted in good faith and is not required to provide any additional notice. Exhibit C.

4. Fees: No fee is required by this application.

ROARING FORK WATER & SANITATION DISTRICT

5. Project Description: This Application is for Location and Extent approval for the extension of domestic water and sanitary sewer lines from the RFWSD's existing infrastructure to the Eastbank Properties located along county road rights of way.

Section 3. Review Criteria

Pursuant to section 4-111.C of the ULUR, the Planning Commission is to review the application to determine whether the project is in general conformance with the Comprehensive Plan.

Future Land Use Utilizing the City of Glenwood Springs FLUM

The Garfield County Future Land Use Map (FLUM) from the 2030 Comprehensive Plan designates the area to be served by the proposed facilities as being included within the urban growth boundary of the City of Glenwood Springs. The future land use and density on this site designated by the City of Glenwood Springs' FLUM is Low Density Residential. The City of Glenwood Springs' Comprehensive Plan describes this type of development as, "...*single-family residential development that is intended to maintain rural character.*" The comprehensive plan however, does not detail the type of development and associated densities for this use; it instead refers to the current land use codes. The City's Land Use Code does not specifically include Low Density Residential in its Zone Districts, but it appears to most closely align with R1/20 which is Residential Zoning with 1-residence per 20,000 SF. Under this zone district, a school and additional development is allowed with a special review process. Provision of water and sewer service from a regional service provider to the Eastbank Properties is therefore in general compliance with both the City's Comprehensive Plan/FLUM and with the County's Comprehensive Plan.

Section 1-Urban Growth Areas and IGA

The project site is included within the Urban Growth Area as is detailed on the Garfield County Comprehensive Plan's Future Land Use Map. The project site is an area where the County desires to direct development. The project site can and will be served by all utilities as each utility company, with the exception of water and sewer, currently has facilities at or very near the project site. It is anticipated that the Site will be included within the RFWSD service plan area and that water and sewer will be provided by the RFWSD. The RFWSD has applied to amend its current service plan to include the project Site. The RFWSD is in the process of designing water and sewer main extensions from their existing facilities to serve the Site. The project is in general conformance with the vision outlined in *Chapter 3, Section 1* of the County's Comprehensive Plan.

ROARING FORK WATER & SANITATION DISTRICT

Section 2-Housing

While this application does not specifically include future residential development, the extension of water and sewer lines to undeveloped areas will allow for future development of these properties and allow for a wide range of housing types. The housing will be located on or near Highway 82 and existing transit corridors and within the City of Glenwood Springs urban growth boundary. This project is in general conformance with the vision outlined in *Chapter 3, Section 2* of the County's Comprehensive Plan.

Section 3 – Transportation

This Application does not create new roadways. It does, however, request construction within the County Road right of way of County Roads 154 and 109. The RFWSD will be required to obtain a Utility permit from County Road & Bridge as well as approval from the Board of County Commissioners. The RFWSD is in the process of preparing final design for the project, which will also include a review and analysis of the feasibility for suspending infrastructure on the Hardwick Bridge. This project is in general conformance with *Chapter 3, Section 3* of the County's Comprehensive Plan.

Section 4 – Economics, Employment and Tourism

This proposal extends water and sewer lines to property to be developed as a public school. It provides critical infrastructure to this employment center and potentially to adjacent properties. Thus, it facilitates the growth of institutions to educate the county workforce, and improves the quality of life of its citizens. This project is in general conformance with *Chapter 3, Section 4* of the County's Comprehensive Plan.

Section 5 – Recreation, Open Space, and Trails

This Application does not impact open spaces or trails. The majority of the activity will occur within the County Road right of way.

Section 6 – Agriculture

This Application does not impact agricultural lands or remove lands from agriculture.

ROARING FORK WATER & SANITATION DISTRICT

Section 7 – Water and Sewer Services

This Application extends water and sanitary sewer service to the RE-1 school site. This expanded infrastructure will allow adjacent property owners with on-site wastewater treatment systems to connect to the new infrastructure. The RFWSD owns and operates five wells drilled into the Roaring Fork alluvium and four water storage tanks with capacity to serve the proposed school site. The RFWSD has also applied for a water supply contract from the Basalt Water Conservancy District to provide a legal water supply to the RE-1 school. Current water service in the project area consists of household quality individual small capacity wells. They are owned by individuals, or private corporations. None of the systems to be served by this extension meet municipal quality water system standards.

The RFWSD currently owns and operates a 0.107 million gallons per day (MGD) activated sludge facility with tertiary filtration. The facility was designed in 1994 and was planned to have three phases totaling 0.321 MGD at build out. The wastewater facility is a tertiary level treatment facility with the following processes. The influent treatment headworks facility consists of a mechanical bar screen, aerated grit chamber, classifiers to dewater the grit, and flow measurement devices. All processes in the headworks building were sized for 321,000 gpd. The main secondary process consists of an extended aeration activated sludge aeration basin designed for 107,000 gpd. The process has fine bubble membrane diffusers. Aeration is supplied through centrifugal blowers located in the administration building. After the aeration process flows go to a secondary clarifier sized for over 107,000 gpd. Flow from the clarifier goes to a clearwell where the effluent is pumped through a tertiary mixed media filter. The filter has two independent filters with a total capacity of 214,000 gpd. That filtered water then proceeds to a below ground clearwell and chlorine contact chamber. Disinfected water is then directed to a natural wetlands area where water is further cleaned before discharge to the Roaring Fork River. Effluent limitations are based upon discharge to these wetlands and are stricter than discharge to the Roaring Fork River.

The water distribution system for the Eastbank Properties is being designed by a professional engineer licensed by the State of Colorado. Throughout the design process and prior to connection to the RFWSD, the system will be reviewed by the RFWSD's engineer to ensure compliance with the RFWSD's Rules and Regulations and specifications. Furthermore, pursuant to the Pre-Inclusion Agreement between the RFWSD and RE-1, the water distribution system, and facilities described in this Application, will be oversized to meet the needs and demands of surrounding areas and not just the needs of RE-1. The system components will also be reviewed and permitted by the Colorado Department of Public Health and Environment in accordance with its standards.

This project is in conformance with *Chapter 3, Section 7* of the County's Comprehensive Plan by ensuring high water quality is provided to the project site and disposed of without the proliferation of private water systems.

ROARING FORK WATER & SANITATION DISTRICT

Section 8 – Natural Resources

This Application is for the construction of water and sanitary sewer service in existing rights of way and developed areas and will not affect natural resources.

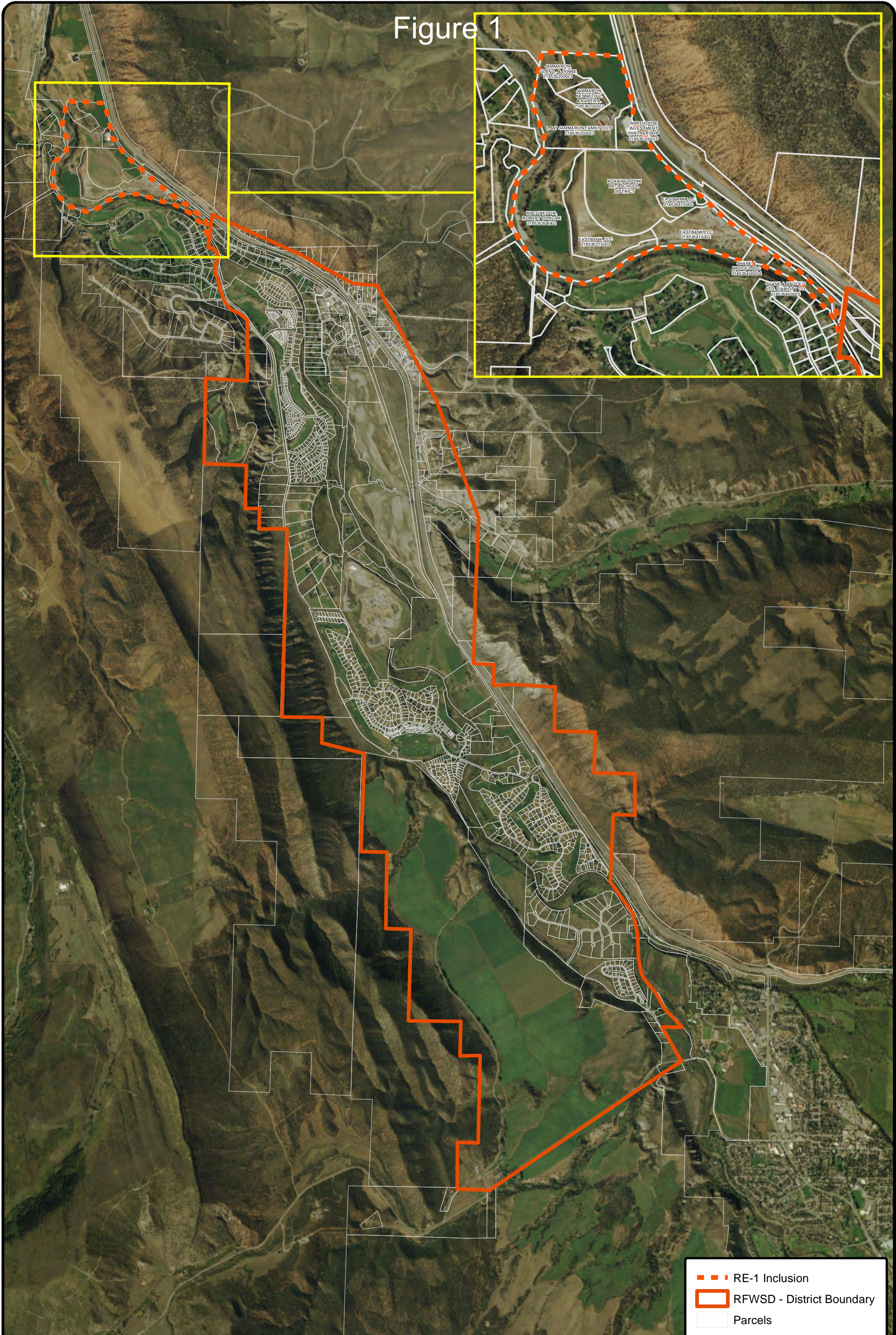
Section 9 – Mineral Extraction

This Application is for the construction of water and sanitary sewer service in existing rights of way and developed areas and will not prohibit resource extraction. This project is in general conformance with *Chapter 3, Section 9* of the County's Comprehensive Plan

Summary

The proposed facilities will allow the Eastbank Properties to tie into the existing RFWSD system and expand that system to new development in an unincorporated area within Garfield County. It is also consistent with the RFWSD Amended Service Plan and Garfield County's recognition of the RFWSD as the Regional Service Provider for the area. The school proposed by RE-1 was the subject of a previous location and extent approval by Garfield County when RE-1 purchased land for the construction of the school. This Application is a continuation of that process to build and develop the school.

Figure 1



- - - RE-1 Inclusion
 RFWS - District Boundary
 Parcels

Figure 2

- ARV
- Proposed Water Main
- Water Pipelines
- Proposed Force Main
- Force Main Conveyance Path
- Sewer Pipelines
- - - RE-1 Inclusion
- RFWSD - District Boundary

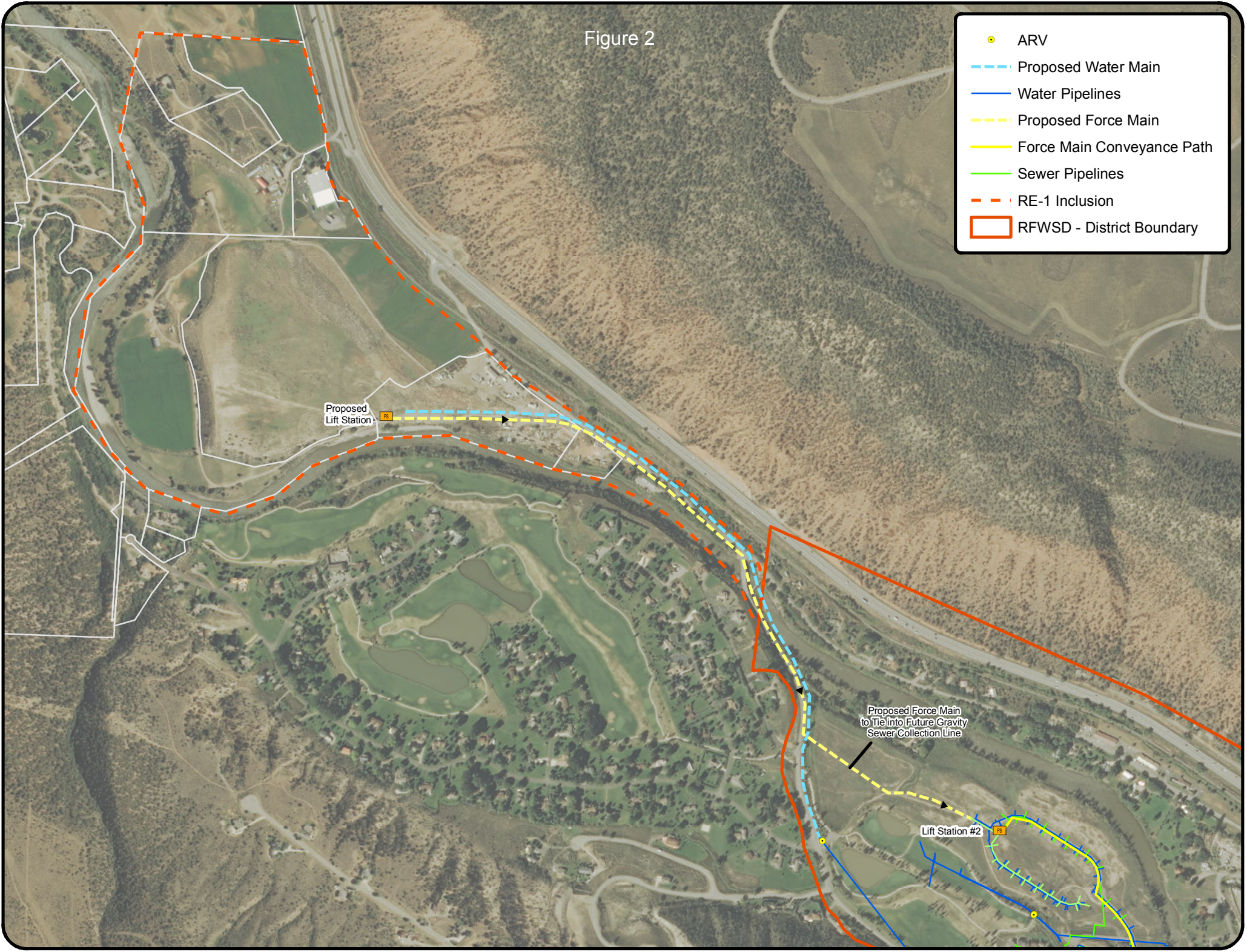


Exhibit A

**ROARING FORK WATER & SANITATION DISTRICT
ROARING FORK RE-1 SCHOOL DISTRICT
PRE-INCLUSION AGREEMENT**

This Pre-Inclusion Agreement (“**Agreement**”) is made and entered into as of the last date written below, by and between the Roaring Fork Water & Sanitation District RFWSD, a Colorado special district (“**RFWSD**”), and the Roaring Fork RE-1 School District (“**RE-1**”), herein referred to as the “**Parties**.”

RECITALS

A. The RFWSD is a Colorado special district, organized and operating under authority of C.R.S. § 32-1-101 *et seq.*, and the RFWSD’s Service Plan ordered and decreed by the Garfield County District Court in Case No. 94CV29, as amended by the Service Plan Amendment dated December 2000, and approved by the Board of County Commissioners for Garfield County on May 7, 2001, under Resolution No. 2001-28 (collectively, the “**Service Plan**”) and the RFWSD’s Rules and Regulations promulgated thereunder, for the purpose of providing water and sewer service in Garfield County, Colorado.

B. RE-1 is the owner and developer of that real property located in Garfield County, Colorado, more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference (“**RE-1 Property**”), which real property RE-1 desires to have included within the RFWSD’s boundaries in order to receive water and sewer service from the RFWSD.

C. The RFWSD has determined that the RE-1 Property constitutes “[r]eal property capable of being served by the facilities of the RFWSD . . .” as that phrase is used in C.R.S. § 32-1-401, for purposes of the inclusion of real property within a special district.

D. RE-1 desires to receive potable water service from the RFWSD for indoor use in up to two 78,000 square foot schools with up to 550 students and staff for each school to be located on the RE-1 Property (“**Project**”). In this regard, RE-1 will file an application for a water allotment contract with the Basalt Water Conservancy District (“**BWCD**”) to allow diversions from the Aspen Glen and Coryell Wells owned by the RFWSD and used for uses within the two schools to be augmented pursuant to the BWCD’s plan for augmentation decreed in Case No. 02CW077. The amount of water to be contracted for by RE-1 shall be sufficient to offset the water demand represented by the two schools, measured in equivalent residential units (EQRs). The number of EQRs will be determined prior to connection to the RFWSD system based on the RFWSD’s Rules and Regulations then in effect and subject to plumbing plans and specifications, which amount shall not exceed 80 EQRs. It is contemplated that RE-1 and the RFWSD will enter into a separate agreement for the provision of potable water for outside irrigation uses. Upon inclusion of the RE-1 Property within the RFWSD, RE-1 shall convey to the RFWSD the water rights and plan for augmentation necessary to serve the proposed

development and assign its rights under the BWCD contract, in order to allow the RFWSD the legal ability to provide water service hereunder.

E. RE-1 desires to receive sanitary sewer and wastewater treatment from the RFWSD upon the terms set forth herein. The number of EQRs of sanitary sewer service capacity to be provided by the RFWSD will be determined prior to connection to the RFWSD system based on the RFWSD's Rules and Regulations then in effect and subject to plumbing plans and specifications, which amount shall not exceed 80 EQRs.

F. Requirements and procedures for the inclusion of RE-1 Property into the RFWSD are set forth in C.R.S. §§ 32-1-401 *et seq.* and the RFWSD's Service Plan, which will be amended as provided hereunder to include the RE-1 Property and surrounding properties. Pursuant to C.R.S. § 32-1-402(1)(c), agreements may be entered into "[b]etween a board and the owners of property sought to be included in a special district with respect to fees, charges, terms and conditions on which such property may be included."

G. The RFWSD is authorized by C.R.S. §§ 32-1-1001(1)(d) and 31-35-402(1)(f) to require reimbursement of its out-of-pocket costs in providing services to the RFWSD's customers, including but not limited to, sewer and water connections, inclusions to the RFWSD and planning, design, and review of line extensions.

H. Inclusion of the RE-1 Property within the RFWSD and the provision thereafter of domestic water service and sewer service by the RFWSD upon the terms, conditions and provisions of this Agreement is consistent with and satisfies all requirements under the RFWSD's Service Plan, including but not limited to all policies relevant to the provision of water service to the Regional Service Area as defined therein and all applicable Rules and Regulations promulgated by the RFWSD thereunder. The RFWSD is or will be ready, willing and able to provide water and sewer service when needed to the RE-1 Property, on the terms set forth in this Agreement, and pursuant to its authority, its Service Plan, and its regulations and policies.

AGREEMENT

1 Service Plan Amendment

1.1 Service Plan Amendment. The RE-1 Property is currently located outside of the RFWSD's Service Area and Expanded Service Area as those terms are defined in the Roaring Fork Water and Sanitation District Service Plan Amendment dated December, 2000. Within 28 days of execution of this Agreement, the RFWSD shall commence preparation of a subsequent amendment to expand its potential service area to include the RE-1 Property and adjacent properties as depicted on **Exhibit B** (the "**Surrounding Properties**"). The parties anticipate that the Service Plan Amendment shall be submitted to the Garfield County Board of County Commissioners no later than June 1, 2016.

1.2 Reimbursement of RFWSD Costs. RE-1 shall reimburse the RFWSD for all actual costs incurred by the RFWSD relating to the preparation of the Service Plan Amendment, including all engineering, reasonable legal fees, inspection, filing or recording fees and related expenses, on receipt of itemized billings for those services from the RFWSD. All such amounts shall be due within sixty (60) days of the date of the bill, with interest on any overdue amounts to be assessed at one percent (1%) per month. In the event the RFWSD is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney fees, filing and lien recording fees incurred in such collection effort in addition to the unpaid amounts due, plus interest.

2 Inclusion of RE-1 Property

2.1 Inclusion of RE-1 Property within the RFWSD. Before connection of the RE-1 Property to the RFWSD infrastructure, RE-1 shall file with the RFWSD pursuant to C.R.S. § 32-1-401 a petition to include the RE-1 Property within the boundaries of the RFWSD. The petition for inclusion shall encompass the entire RE-1 Property. Upon the RFWSD's receipt of the petition for inclusion, the RFWSD shall perform all necessary steps required by law to include the RE-1 Property within the boundaries of the RFWSD including, but not limited to, the holding of public meetings, and, if the petition is granted, obtaining an order of inclusion from the Garfield County District Court and filing and recording said order with the Garfield County Clerk and Recorder, the Garfield County Assessor and the state of Colorado Division of Local Government. Said filings shall be complete before connection of the RE-1 Property. If despite good faith efforts the RFWSD is unable to obtain the order or orders of inclusion or if said order or orders fail in any material respect to comply with the terms, provisions and conditions set forth in this Agreement, then the Parties shall in good faith negotiate to amend this Agreement or otherwise cure any defects that caused the failure to obtain the inclusion. If the Parties are unable to reach such agreement, then this Agreement shall terminate. Provided, however, that the provisions in the following Paragraph 2.2 shall survive such termination.

2.2 Reimbursement of RFWSD Costs. RE-1 shall reimburse the RFWSD for all actual costs incurred by the RFWSD relating to the inclusion of the RE-1 Property within the boundaries of the RFWSD, including all engineering, reasonable legal fees, inspection, filing or recording fees and related expenses, on receipt of itemized billings for those services from the RFWSD. All such amounts shall be due within sixty (60) days of the date of the bill, with interest on any overdue amounts to be assessed at one percent (1%) per month. In the event the RFWSD is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney fees, filing and lien recording fees incurred in such collection effort in addition to the unpaid amounts due, plus interest.

2.3 RFWSD Charges. Upon the effective date of inclusion of the RE-1 Property within the boundaries of the RFWSD, the RE-1 Property shall be subject to the provisions of C.R.S. § 32-1-402, including without limitation all of the charges imposed by the RFWSD, and parties receiving water and sewer service shall be liable for their proportionate share of the



annual operation and maintenance charges and the cost of the facilities of the RFWSD. The RFWSD shall charge any and all service billings or charges, as the same are defined under the RFWSD’s Service Plan and Rules and Regulations, against the RE-1 Property on the same terms and conditions as other property within the RFWSD, and as determined by the RFWSD’s Rules and Regulations then in effect, reserving to the RFWSD the right to put all or various portions of the RE-1 Property into service areas as provided in C.R.S. 32-1-1006.

2.4 RFWSD Service. Upon the effective date of inclusion of the RE-1 Property within the boundaries of the RFWSD, the RFWSD shall make available and shall agree to serve the RE-1 Property as requested domestic water and sewer service, subject to the terms, provisions and conditions set forth in this Agreement, the RFWSD’s Service Plan, and Rules and Regulations.

3 Offsite Water and Sanitary Sewer Facilities Extension

3.1 Offsite Facilities. The following water and sanitary sewer facilities located between the end of the RFWSD’s existing water and sanitary sewer facilities located within the Ironbridge Subdivision and the southern boundary of the RE-1 Property as generally depicted on **Exhibit A** (the “**Project Area**”) shall be designed by the RFWSD and constructed by RE-1 as provided herein prior to connection to the RFWSD’s existing water and sanitary sewer facilities (collectively the “**Offsite Facilities**”):

3.1.1 A water transmission line sized to serve the RE-1 Property and Surrounding Properties within the Project Area to connect the RE-1 Property to existing RFWSD facilities located within the Ironbridge Subdivision. The final location and alignment of the water transmission line will be determined prior to construction.

3.1.2 One or more sewer force main(s) within the Project Area to connect to the existing RFWSD facilities located within the Ironbridge Subdivision to the RE-1 Property and sized to serve both the RE-1 Property and Surrounding Properties. The final location and alignment of the sewer force main(s) will be determined prior to construction.

3.1.3 A lift station to be located on an easement to be obtained by RE-1 and subject to approval from the RFWSD within the Eastbank, LLC property adjacent to the RE-1 Property as depicted on Exhibit B, which lift station shall be designed to serve the RE-1 Property as well as Surrounding Properties within the amended Service Area.

3.1.4 In addition to these known Offsite Facilities, RE-1 may be required to make certain improvements to the RFWSD’s infrastructure including lift station and force main improvements necessary to accommodate the increased demand from RE-1 and Surrounding Properties.

3.2 Design. The RFWSD shall design, plan, and permit the Offsite Facilities at RE-1's expense. The RFWSD shall provide design drawings, specifications and contract documents to RE-1, which shall collectively be referred to as the "**Project Manual**." The Project Manual shall be subject to RE-1's prior approval, which shall not be unreasonably denied. In the event the design engineers for the RFWSD and RE-1 cannot come to agreement on the design drawings and contents of the Project Manual, the engineers will present their concerns to the RFWSD Board of Directors for a final decision on the design of the Water Facilities and Sewer Facilities.

3.2.1 In furtherance of the project design, RE-1 shall provide base mapping of the Project Area. Additional mapping and surveying of the property will be performed as part of the project design. RE-1 and the RFWSD shall later agree whether this additional survey work within the Project Area shall be completed by RE-1's engineer or the RFWSD's engineer.

3.2.2 The Parties acknowledge that the Offsite Facilities shall be sized to accommodate service to the Surrounding Properties in addition to the RE-1 Property. RE-1 may seek recovery of its costs from future development consistent with the terms of this Agreement or may enter into a subsequent reimbursement agreement with RFWSD to collect those costs.

3.2.3 The Parties anticipate the following construction schedule for the Offsite Facilities:

October 15, 2016 – Construction of water and sewer lines completed in County Roads 109 & 154

December 15, 2016 – Potable water extended to the RE-1 Property

July 1, 2017 – Completion of sanitary sewer facilities necessary to connect the RE-1 Property to the RFWSD sanitary sewer facilities

The Parties further recognize that these dates are aspirational and that there may be circumstances beyond either Party's control that would cause delay or postponement of the construction schedule. Therefore, failure to meet any of the construction dates outlined in this paragraph will not give rise to any claim by either Party against the other under this Agreement.

3.3 Bidding. Upon receipt of the Project Manual from the RFWSD, RE-1 may seek qualified bidders for the construction of the Offsite Facilities. Prior to soliciting bids for the construction of any of the Offsite Facilities, RE-1 shall submit to the RFWSD a list of potential contracting entities who have experience in the construction of the infrastructure contemplated by this Agreement together with a summary of such experience, bonding, licensing and insurance information related to each potential contracting entity. The RFWSD shall then approve or deny those contracting entities who are qualified to bid on the construction of any of the Offsite Facilities, which approval shall not be unreasonably withheld. Once RE-1 receives



the approved list of contracting entities it may then seek bids from those contractors for the construction of the Offsite Facilities. Prior to awarding a bid for such construction, RE-1 shall notify the RFWSD of its selected contractor for construction of the Offsite Facilities. RE-1 shall then contract with the approved contracting entity for construction of the Offsite Facilities using the most current version of the Engineers Joint Contract Documents Committee approved contracting forms or other similar forms approved by the RFWSD.

3.4 Ironbridge Connection. The parties recognize that the RFWSD's existing water and sewer facilities do not currently extend to the Ironbridge property line and that an extension of those facilities will be required prior to connection by RE-1.

3.5 Permits. All required permits for the Off-Site Facilities shall be secured by the RFWSD, at RE-1's cost, including the location and extent approval by Garfield County pursuant to C.R.S. § 30-28-110. RE-1 shall cooperate in good faith with the RFWSD in obtaining all permits and approvals required for the Off-Site Facilities, which cooperation shall include, without limitation, signing or co-signing applications for permits or other approvals as the owner of an easement or property within which the Offsite Facilities will be located.

3.6 Required Rights-of-Way. RE-1 shall use good faith and commercially reasonable efforts to obtain, at its cost, all required rights-of-way or easements for the Offsite Facilities, as applicable, where located outside existing rights-of-way, easements, and property owned by RE-1. RE-1 shall transfer to the RFWSD any required easements across the property of third parties.

3.7 Construction Observation and Inspection.

3.7.1 The RFWSD shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow its engineer to provide a stamped certification, when improvements are completed, that the Offsite Facilities have been constructed in accordance with the Plans and Specifications approved by the RFWSD, which facilities shall be constructed in accordance with the Rules and Regulations of the RFWSD and all applicable federal, state, county, and local laws.

3.7.2 The RFWSD shall have the right to make engineering observations at reasonable intervals and at RE-1's expense during construction of the Offsite Facilities by RE-1. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute RFWSD approval of any phase of construction of the Offsite Facilities. The RFWSD shall have no liability or responsibility for construction performed by RE-1, which, shall conform to the RFWSD Rules and Regulations in effect at the time of construction.

4. Onsite Water and Sanitary Sewer Facilities

4.1 Onsite Facilities.

4.1.1 RE-1 shall, prior to connection of its property to the District's water facilities, design, fund and construct, all water distribution mains, lines and service connections within the boundaries of the RE-1 Property necessary to provide sanitary sewer service, domestic water service and fire protection for the development of its property and to connect to neighboring properties (the "**Onsite Facilities**").

4.1.2 The general design and location of the Onsite Water Facilities for the RE-1 Property shall be determined at the time RE-1 seeks location and extent approval by Garfield County for the Onsite Facilities pursuant to C.R.S. § 30-28-110.

4.1.3 The Parties acknowledge that the Onsite Facilities shall be sized to accommodate sanitary sewer service and domestic water service to the anticipated development within the RFWSD's potential service area, in addition to the RE-1 Property. RE-1 shall construct the Onsite Facilities necessary to serve the RE-1 Property in accordance with the RFWSD's Rules and Regulations then in effect. RE-1 may seek recovery of its costs from future development consistent with the terms of this Agreement or may enter into a subsequent reimbursement agreement with RFWSD to collect those costs.

4.2 Construction Observation and Inspection.

4.2.1 RE-1 shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow its engineer to provide a stamped certification, when improvements are completed, that the Onsite Facilities have been constructed in accordance with the Plans and Specifications approved by the RFWSD, which facilities shall be constructed in accordance with the Rules and Regulations of the RFWSD and all applicable federal, state, county, and local laws.

4.2.2 The RFWSD shall have the right to make engineering observations at reasonable intervals and at RE-1's expense during construction of the Onsite Facilities by RE-1. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute RFWSD approval of any phase of construction of the Water Facilities and Sewer Facilities to be installed and constructed by RE-1. The RFWSD shall have no liability or responsibility for construction performed by RE-1, which, shall conform to the RFWSD Rules and Regulations in effect at the time of construction

5 **Water Rights and Permits**

5.1 Water Rights Applications. RE-1 shall apply to the Basalt Water Conservancy District ("BWCD") for a water allotment contract issued pursuant to the BWCD's plan for

augmentation decreed in Case No. 02CW077, in an amount necessary to serve the RE-1 Property.

5.2 Water Rights Dedication. Within thirty (30) days after the date of the entry of the order of inclusion by the Garfield County District Court including the RE-1 Property within the RFWSD as provided in Paragraph 2.1, RE-1 shall convey to the RFWSD by bargain and sale deed and appropriate assignment, all water rights associated with the RE-1 Property including 27 shares in the Thompson Glen Ditch Company (formerly known as the Glenwood Irrigation Company), and RE-1's interest in the Basalt Water Conservancy District Water Allotment Contract described in paragraph 5.1. The RFWSD shall have no obligation to provide water service to the RE-1 Property until RE-1 has made such conveyance and assignment. From and after the date of such conveyance and assignment, the RFWSD shall be solely responsible for all actions necessary to maintain such water rights and Basalt Water Conservancy District Contract.

5.3 Irrigation Rights. RFWSD shall lease back to RE-1 sufficient shares in the Thompson Glen Ditch Company necessary for the continued irrigation of the RE-1 Property. RE-1 shall continue to use such water rights on the RE-1 Property and shall be responsible for the operation, maintenance and repair the structures used to deliver the water rights together with paying for the annual assessments levied by the Thompson Glen Ditch Company. In the event RE-1 does not keep the facilities in good repair, the RFWSD in its sole discretion may then take such actions as it deems reasonably necessary to maintain the facilities and bill RE-1 for the costs of such operation, maintenance and repair. Failure to pay for such costs may result in the cancellation of service as provided in the RFWSD Rules and Regulations then in effect.

5.4 RFWSD Well Permits. Upon assignment of the BWCD water allotment contract to the RFWSD, the RFWSD shall immediately commence and in good faith timely prosecute efforts to assure that the well permits for the Coryell and Aspen Glen Wells, owned and operated by the RFWSD, are adequate to allow for water service to be provided from such wells to and within the RE-1 Property.

6 Connection to RFWSD Facilities

6.1 Procedure for Connection to RFWSD Facilities. At any time subsequent to the date of inclusion of the RE-1 Property within the RFWSD and upon notice to the RFWSD, RE-1 may, subject to the following terms and conditions, connect to the RFWSD's water lines in order to receive domestic water service from the RFWSD for the RE-1 Property, and connect to the RFWSD's Treatment Plant and receive wastewater treatment service from the RFWSD for the RE-1 Property.

6.2 Costs. RE-1, at its expense, shall construct and install all infrastructure necessary to connect to the RFWSD's existing water and sewer systems and to provide water and sewer service to and within the RE-1 Property, including, but not limited to the Offsite Facilities defined in Paragraph 3.1 and Onsite Facilities described in Paragraph 4.1, subject to the cost recovery provisions herein (collectively, "**RE-1 Facilities**").

6.3 Plans and Specifications. The RE-1 Onsite Facilities shall be located, constructed and installed in accordance with the RFWSD's rules and regulations in effect at the time of said location, construction and installation. Upon completion of the final engineering and design plans for each phase of the RE-1 Property, RE-1 shall forward the plans for the Onsite Facilities applicable to the portion of the RE-1 Facilities to be contained therein to the RFWSD's engineer, who shall approve or disapprove the plans within thirty (30) days of receipt, and whose approval shall not be unreasonably withheld. In the event the RFWSD's engineer disapproves of such plans, he shall by written notice to RE-1 specifically describe the reasons for his disapproval and the changes necessary to make the plans and specifications acceptable to the RFWSD. In the event the RFWSD's engineer and RE-1 are unable to reach agreement on the required plans and specifications, the Parties hereby agree to approach the RFWSD Board of Directors for resolution. Upon approval or resolution of the final engineering and design plans, the RFWSD and RE-1 shall execute in duplicate a document clearly specifying the approved plans and specifications to provide both Parties certainty as to the agreed-upon plans and specifications (the "**Agreed-Upon Plans and Specifications**").

6.4 Change Orders. To facilitate completion of the RE-1 Facilities in accordance with the Agreed-Upon Plans and Specifications, the rules and regulations of the RFWSD, and good engineering practice, RE-1 for the Onsite Facilities and the RFWSD for the Offsite Facilities, their respective contractors and agents, may propose reasonable change orders to the RFWSD or RE-1 for review and approval. Within ten (10) business days, or such lesser period as may be required under the circumstances, of receiving notice and a copy of the proposed change order(s), RE-1 for the Offsite Facilities and the RFWSD for the Onsite Facilities shall either approve the same or propose an alternative(s) which will not result in unreasonable delay. All approved change orders, including any change order deemed approved, shall be incorporated into and become part of the Agreed-Upon Plans and Specifications. A failure of either party to respond within said ten days shall not be deemed to constitute an approval of any requested change order.

6.5 Inspections and Certification of Completion. The RFWSD shall have the right to inspect at all times all RE-1 Facilities prior to the completion of construction and dedication of such facilities to ensure compliance with the Agreed-Upon Plans and Specifications, provided, however, that if RE-1 has given RFWSD at least one full business day's notice that a particular part of the construction is ready for inspection, RE-1 shall not be required to keep such part uncovered after the expiration of such 24-hour period. RE-1 shall reimburse the RFWSD for the reasonable actual costs of such inspections. Upon the completion of any appropriate phase of construction, RE-1 may certify to the RFWSD that RE-1 has completed construction of that phase of the RE-1 Facilities in accordance with the Agreed-Upon Plans and Specifications, which plans must be inspected by the RFWSD's Engineer and approved by the RFWSD's Board of Directors ("**Certification of Completion**").

6.6 Dedication of Facilities; Lien Waivers. Following inclusion of the RE-1 Property and as soon as practicable after the Certification of Completion, RE-1 shall dedicate and convey to the RFWSD an appropriate portion of the RE-1 Facilities necessary to serve any particular

phase of development of the RE-1 Property. RE-1 shall include with such dedication, reproducible record drawings prepared in accordance with the following general requirements:

6.6.1 A certified survey shall be provided to the RFWSD that shall show the location of the RE-1 Facilities to permanent physical objects located in the field. All valves, tees, curb boxes, hydrants, storage tanks, lift stations and other major appurtenances shall be given two swing ties to a physical permanent object in the field. In all cases, the distance from water lines, sewer lines and appurtenance items shall be dimensioned to rights-of-way, easements and property lines.

6.6.2 All benchmarks used within the RE-1 Property to determine depth of lines or other facilities shall be shown on the drawings and shall be based upon U.S.G.S. datum.

6.6.3 Manufacturer's literature and product data, including catalog sheets and descriptive literature for all materials and equipment used, shall be provided with as-built drawings.

The RFWSD shall accept such dedication within sixty (60) days thereof, and title to the dedicated facilities shall be vested in the RFWSD. RE-1 shall also execute a bargain and sale deed and bill of sale to the RFWSD conveying any interests it has in such facilities, and shall provide to the RFWSD lien waivers from all contractors, subcontractors, and material suppliers for work and materials furnished in connection with the facilities conveyed.

6.7 Warranty. RE-1 shall warrant all facilities conveyed to the RFWSD for a period of two (2) years from the date such facilities are conveyed to the RFWSD. Specifically, RE-1 shall warrant that any and all facilities conveyed to the RFWSD shall be free of any defects in materials or workmanship for said two-year period.

6.8 Conveyance of Easements. RE-1 shall, by assignment, and special warranty deed, convey to the RFWSD the following described perpetual, nonexclusive easements to allow the RFWSD to construct, operate, repair and replace the RE-1 Facilities, free and clear of all liens, encumbrances and title defects which could defeat the RFWSD's title, and any title defects which would affect the RFWSD's ability to use each easement for its intended purpose.

6.8.1 RE-1 shall grant the RFWSD perpetual non-exclusive easements extending over and across all those portions of the RE-1 Property containing the RE-1 Facilities.

6.8.2 RE-1 shall grant the RFWSD a perpetual non-exclusive easement for water and sewer utility purposes extending from RE-1 Facilities at or reasonably near the entrance to the RE-1 Property, for future water and sewer service by the RFWSD to the Surrounding Properties shown on Exhibit B.



6.8.3 RE-1 shall and hereby does reserve the right to use in common with the RFWSD any easements it conveys to the RFWSD for ingress and egress and for all utility purposes provided such use does not interfere with the RFWSD's use, maintenance and operation of its facilities. All easements conveyed or established pursuant to this paragraph shall be and hereby are subject to the obligation of the RFWSD to repair and revegetate disturbed areas to a condition and grade substantially similar to that which existed before the disturbance. The conveyance of the easements hereinabove described by RE-1 shall fully satisfy and discharge RE-1 from any and all future obligation(s) to extend its facilities for the purpose of facilitating or allowing the extension of RFWSD water or sewer service to properties situate adjacent to or outside the boundaries of the RE-1 Property.

6.8.4 Control of Facilities. Once conveyed to the RFWSD, and subject to the warranty provisions contained within Paragraph 6.7 above, the RFWSD shall be solely responsible for the operation, maintenance, repair, and replacement of all facilities and easements on the RE-1 Property that are dedicated to the RFWSD. The RFWSD shall at all times operate the RFWSD facilities in an economical manner, and shall make all repairs and replacements necessary to assure continuous operation of such facilities so as to provide a reliable and continuous level of service.

7 RFWSD Service Conditions

7.1 RFWSD Service Conditions. The RFWSD's obligations to provide domestic water service and sewer service to the RE-1 Property shall be expressly conditioned upon the satisfaction of the following conditions:

7.1.1 The RE-1 Property shall be included within the RFWSD pursuant to the provisions of Article 2 hereinabove.

7.1.2 RE-1 shall convey all required water rights to the RFWSD as provided under Article 5 hereinabove.

7.1.3 RE-1 shall complete construction of all RE-1 Facilities and shall make all conveyances and dedications necessary for any portion of the RE-1 Property requesting RFWSD domestic water or sewer service to connect to the existing RFWSD facilities.

7.1.4 RE-1 shall pay tap fees based upon the number of EQRs provided by the RFWSD as determined by the RFWSD's Rules and Regulations then in effect.

8 Irrigation Water

8.1 Irrigation Water. RE-1 shall limit the use of the RFWSD's potable domestic water system within the RE-1 Property for incidental outside landscape irrigation to no more



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than five-hundred (500) square feet for within the RE-1 Property. RE-1 shall provide the balance of any outside landscape irrigation through a raw water delivery system to be constructed by RE-1 and operated by an entity other than the RFWSD. RE-1 and the RFWSD may enter into a separate agreement for the provision of potable water for outdoor irrigation uses.

9 Compliance with Rules and Regulations

9.1 Compliance with Rules and Regulations. Upon inclusion of the RE-1 Property within the RFWSD and subject only to the terms and provisions of this Agreement, RE-1 shall be bound by and comply with the RFWSD rules and regulations applicable to properties within the RFWSD as the same may be amended from time to time, except as the same may be expressly modified or superseded hereby.

10 Audits, Reports and Inspections

10.1 Audits, Reports and Inspections. The RFWSD shall maintain the records, accounts, and audits required by statute or which would be kept under normal business practice, and copies of such records shall be provided to RE-1 upon request. The RFWSD shall have the right to inspect the facilities located upon the RE-1 Property as provided in the RFWSD's rules and regulations, and RE-1 shall, upon notice to the RFWSD, have the right to inspect the RFWSD's wells, water and wastewater treatment facilities and other appurtenant facilities.

11 General Provisions

11.1 Termination. This Agreement shall be in full force and effect until terminated by mutual agreement by the Parties hereto, or as provided by law.

11.2 Good Faith. Because of the need for a regional domestic water and sewer service in this area, the Parties agree to proceed in good faith with the implementation of this Agreement.

11.3 Service Plan Integration. This Agreement and its Exhibits shall be incorporated in the RFWSD's Service Plan as it will be amended, as though set forth there verbatim.

11.4 Compliance with State and Federal Law. This Agreement shall not be construed to be in violation with the laws of the United States or the state of Colorado, nor in any manner that adversely affects or diminishes the financing capabilities of the RFWSD.

11.5 Enforcement: Specific Performance. In the event of any material failure by either party hereto to comply with the terms of this Agreement, the other party shall have standing to bring suit to enforce compliance herewith. Furthermore, in the event of a breach of this



Agreement, the non-breaching party may seek all remedies available at law or equity, including specific performance.

11.6 Non-Merger. Each party's obligations under this Agreement shall be assignable to any grantee, purchaser, transferee, or assignee of the party's interest, and shall survive any such conveyance, purchase, transfer, or assignment.

11.7 Covenants, Recording. The provisions of this Agreement shall constitute covenants running with the lands affected thereby, and upon execution this Agreement shall be recorded in the records of the Garfield County Clerk and Recorder.

11.8 Attorney's Fees. RE-1 shall bear each party's attorneys fees incurred in the negotiation, execution, and implementation of this Agreement. However, in the event litigation is necessary to enforce the rights of the Parties to this Agreement, as between themselves, the prevailing party in such litigation shall be entitled to reasonable attorney's fees and costs of suit actually incurred.

11.9 Complete Agreement, Amendment. This Agreement constitutes the entire and complete agreement between the Parties, and any modification or amendment hereto shall be evidenced by a writing signed by the Parties.

11.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, grantees, and assigns. Nothing herein shall prevent RE-1 from selling, transferring or encumbering the RE-1 Property and the benefits of this Agreement shall be appurtenant to the property conveyed.

11.11 Authority. Each person executing this Agreement represents and warrants that he has been duly authorized by the party which he purports to represent to execute this Agreement, and has authority to bind said party to the terms and conditions of this Agreement.

11.12 Governing Law. This Agreement shall be construed under the laws of the State of Colorado.

11.13 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

11.14 Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof, as they have no substantive effect, and are for convenience only.

11.15 Severability. If any part or section of this Agreement shall be found void or invalid by a court of competent jurisdiction, such finding shall not affect any remaining part or section, and said remaining parts or sections shall continue in full force and effect. The Parties



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shall renegotiate in good faith any matter addressed by a part or section that is found void or invalid.

11.16 Notices. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit postage paid in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to: Roaring Fork Water & Sanitation District
 P.O. Box 1002
 Glenwood Springs, CO 81602

With copy to: Scott Grosscup
 Balcomb & Green P.C.
 P.O. Drawer 790
 Glenwood Springs, CO 81602-0790

Notice to: Superintendent of Schools
 Roaring Fork School District Re-1
 1405 Grand Avenue
 Glenwood Springs, CO 81601

With copy to: Semple, Farrington and Everall
 1120 Lincoln Street
 Suite 1308
 Denver, CO 80203

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals on the dates herein below set forth.

Roaring Fork RE-1 School District

By: Mary E. Geyer
 By Mary E. Geyer as President

ATTEST:
 By [Signature]
 Secretary



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ROARING FORK WATER & SANITATION RFWSD

By: *Steve Kaylor*
President

ATTEST:

By *Paul Leonard*
Secretary



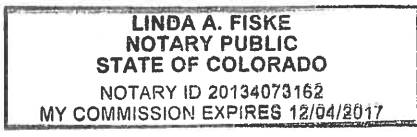
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STATE OF Colorado)
COUNTY OF Garfield)

The foregoing ROARING FORK WATER AND SANITATION DISTRICT ROARING FORK RE-1 SCHOOL DISTRICT PRE-INCLUSION AGREEMENT was acknowledged before me this 24 day of February, 2016, by Mary E Oelger and Daniel Biggs as authorized signatory for the Roaring Fork RE-1 School District.

Witness my hand and official seal.

Linda Fiske
Notary Public



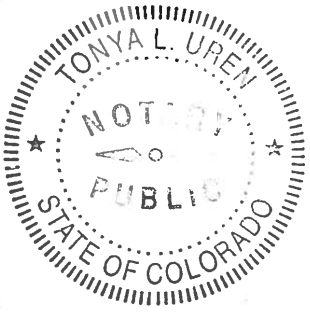
My commission expires: 12/4/17

STATE OF COLORADO)
COUNTY OF GARFIELD)

The foregoing ROARING FORK WATER AND SANITATION DISTRICT ROARING FORK RE-1 SCHOOL DISTRICT PRE-INCLUSION AGREEMENT was acknowledged before me this 16 day of February, 2016 by Nate Kraegebein as President and Rock Leonard as Secretary for the Roaring Fork Water and Sanitation RFWSD, a Colorado Special RFWSD.

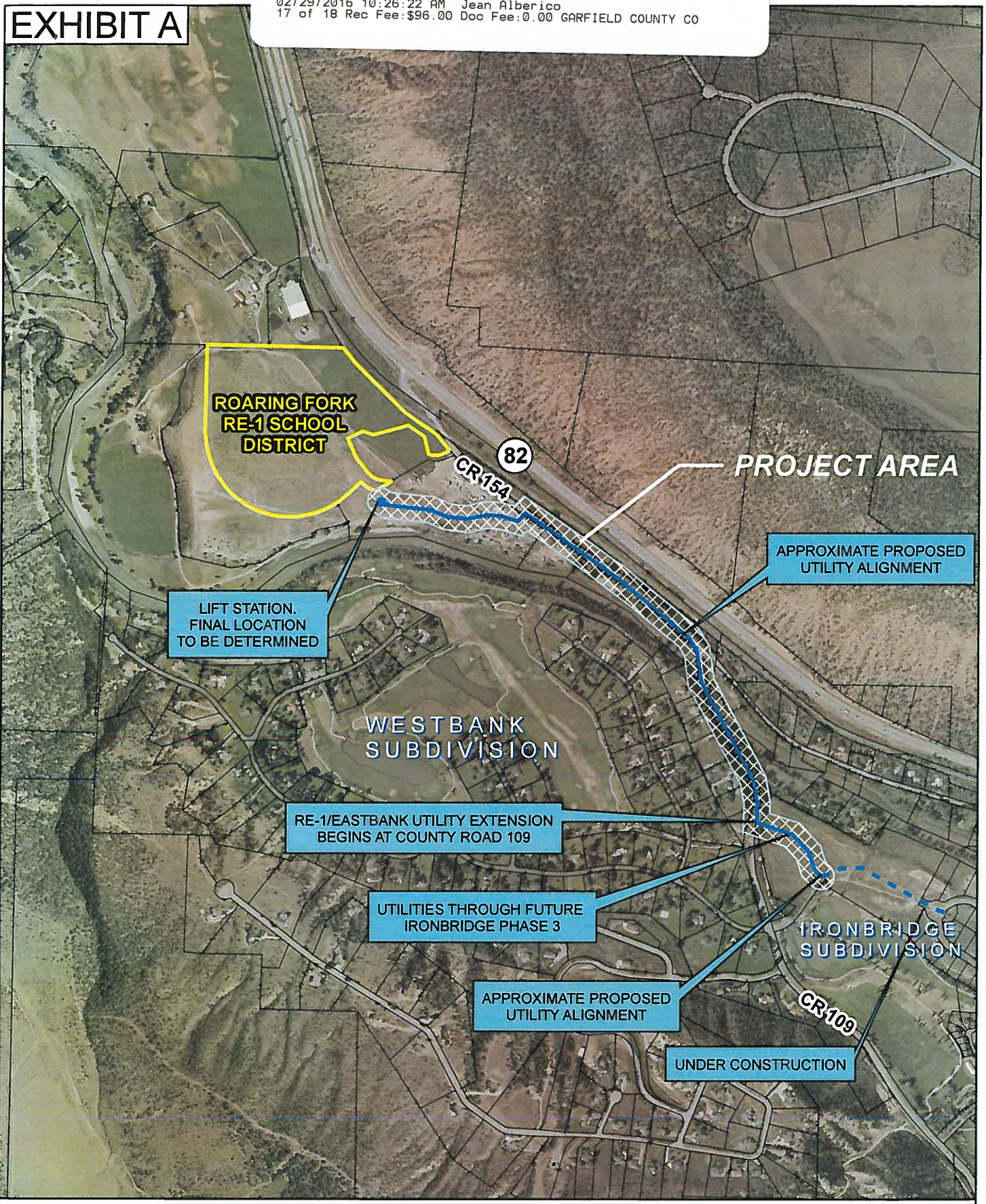
Witness my hand and official seal.

Tonya L. Uren
Notary Public



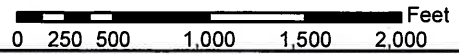
My commission expires: 12/8/16

EXHIBIT A



PARCEL INFORMATION : GARFIELD COUNTY GIS. 01/02/2016
AERIAL IMAGE : 2013 NAIP FLIGHT. 1 METER RESOLUTION
THIS MAP IS CONCEPTUAL AND IS INTENDED FOR GENERAL PLANNING PURPOSES ONLY

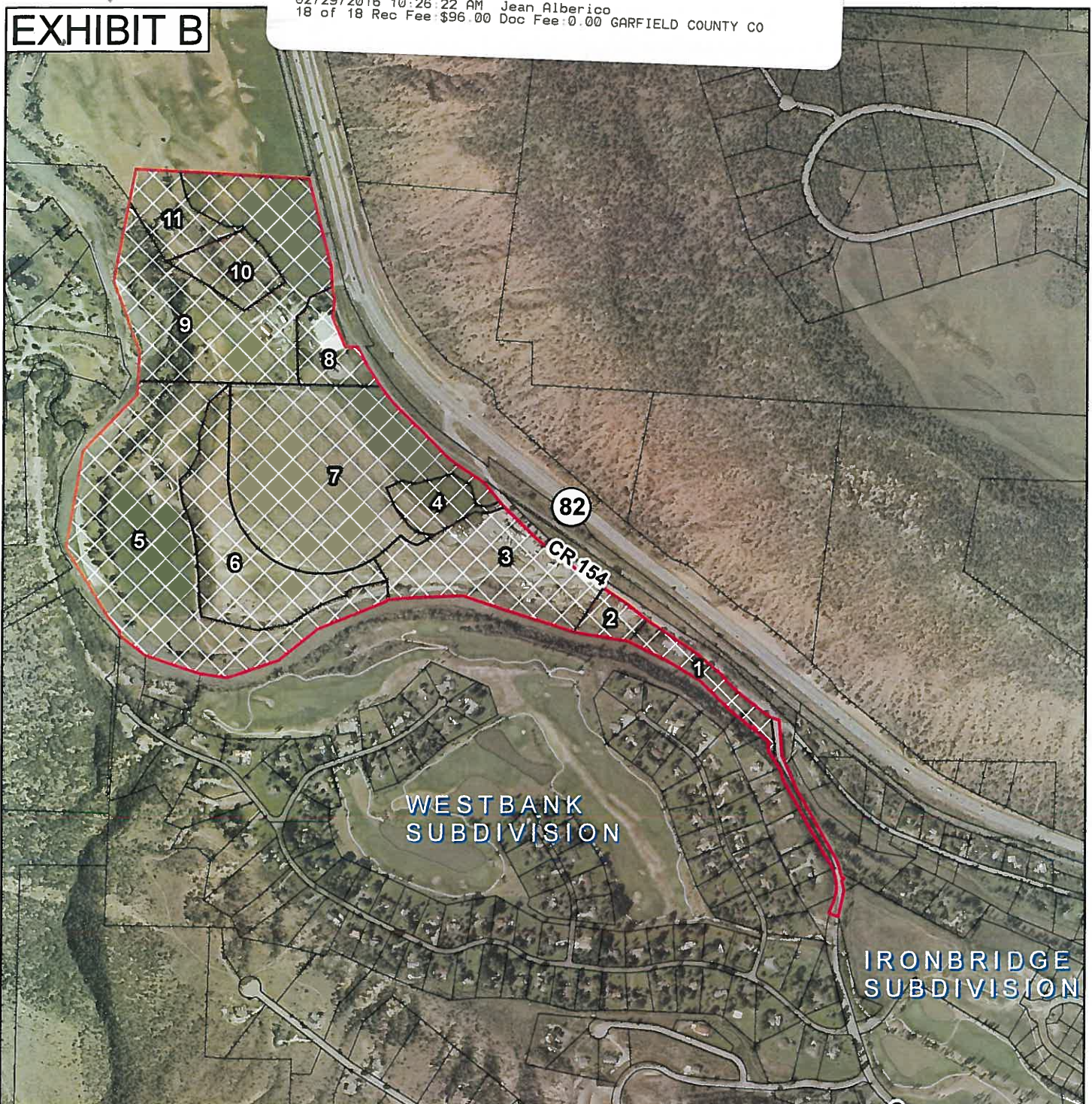
1 inch = 1,000 feet



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EXHIBIT B

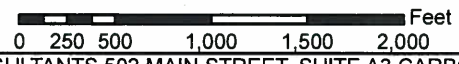


MAP ID	PARCEL No.	NAME	ADDRESS	CITY	STATE	ZIPCODE	ACRES
1	218535400025	SHANE & BRUCE'S LTD. LIABILITY CO	4185 COUNTY ROAD 154	GLENWOOD SPRINGS	CO	81601	4.02
2	218535400024	SHANE & BRUCE'S LLC	4185 COUNTY ROAD 154	GLENWOOD SPRINGS	CO	81601	2.39
3	218535415002	EASTBANK LLC	710 E DURANT AVE UNIT W6	ASPEN	CO	81611	16.77
4	218535315001	KW GLENWOOD SPRINGS LLC	PO BOX 979	TELLURIDE	CO	81435	4.3
5	218535304002	MACGREGOR, ROBERT DUNCAN	710 EAST DURANT AVENUE UNTI W-6	ASPEN	CO	81611	38.31
6	218535315003	EASTBANK LLC	710 E DURANT AVE UNIT W6	ASPEN	CO	81611	16.94
7	218535300060	ROARING FORK RE-1 SCHOOL DISTRICT	1521 GRAND AVE	GLENWOOD SPRINGS	CO	81601	35.1
8	218535200015	WAREHOUSE INVESTMENT PARTNERSHIP	1111 DUNN AVENUE	CHEYENNE	WY	82001	5.18
9	218535200023	L & Y JAMMARON FAMILY LLLP	4915 HIGHWAY 82	GLENWOOD SPRINGS	CO	81601	31.73
10	218535200022	JAMMARON, KENNETH V. & KAREN A.	4913 HWY 82	GLENWOOD SPRINGS	CO	81601	5.4
11	218535200021	JAMMARON, GLEN L. & LYNNE	4909 HIGHWAY 82	GLENWOOD SPRINGS	CO	81601	5.69

 PROPOSED EXPANDED SERVICE AREA

PARCEL INFORMATION : GARFIELD COUNTY GIS, 02/01/2016
 PARCEL AREAS CALCULATED BY SE FROM GIS FILES WHERE UNAVAILABLE
 AERIAL IMAGE : 2013 NAIP FLIGHT, 1 METER RESOLUTION
 THIS MAP IS CONCEPTUAL AND IS INTENDED FOR GENERAL PLANNING PURPOSES ONLY

1 inch = 1,000 feet

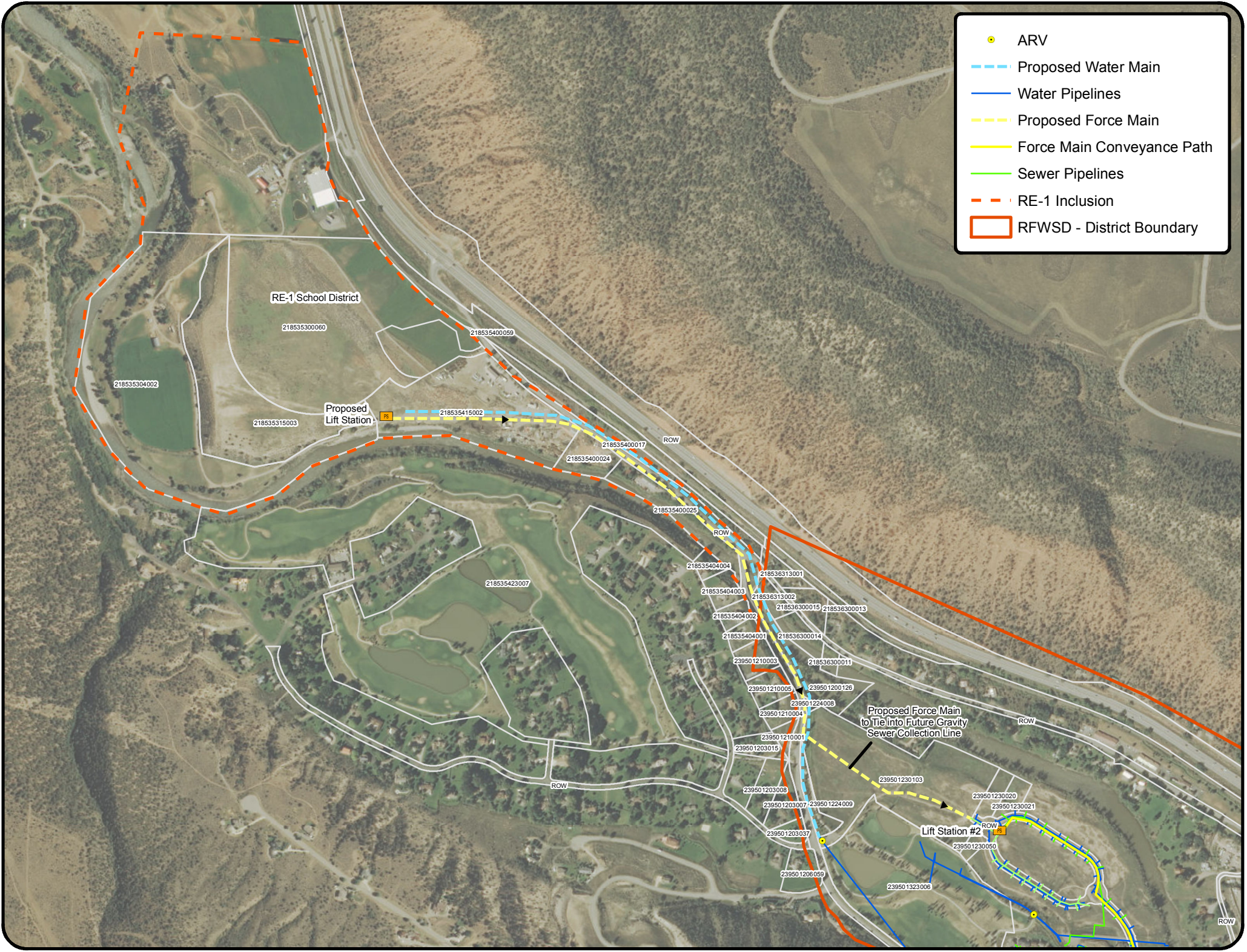


15098ExhibitB160217



Exhibit B

- ARV
- — — Proposed Water Main
- Water Pipelines
- — — Proposed Force Main
- Force Main Conveyance Path
- Sewer Pipelines
- - - RE-1 Inclusion
- RFWSD - District Boundary



PARCELNB	ACCOUNTNO	NAME	ADDRESS2	CITY	STATE	ZIPCODE
239501206059	R100152	ROSS, RANDALL E & MEGAN L	25 WESTBANK ROAD	GLENWOOD SPRINGS	CO	81601
239501203037	R010094	WESTBANK RANCH #1 LTD	73 DOLORES CIRCLE	GLENWOOD SPRINGS	CO	81601
239501203007	R010076	WEINBERG FAMILY TRUST	86 WESTBANK ROAD	GLENWOOD SPRINGS	CO	81601-9628
239501203008	R010077	PARSONEAULT, LYDIA P TRUSTEE THE LYDIA P PARSONEAULT TRUST DATED 11/04/93	0114 WESTBANK ROAD	GLENWOOD SPRINGS	CO	81601
239501210001	R081016	RIVER OAKS HOLDINGS LLC	75 RIVER OAKS LANE	BASALT	CO	81621
239501210004	R042833	RIVER RIDGE MANAGEMENT	PO BOX 1637	GLENWOOD SPRINGS	CO	81602
239501210005	R042834	ENGLAND, LEONARD & KAREN	0096 RIVER RIDGE DRIVE	GLENWOOD SPRINGS	CO	81601
218536300011	R005377	KIRKHAM, ANALEE	4600 COUNTY ROAD 154	GLENWOOD SPRINGS	CO	81601-9319
239501210003	R081018	HILLEKE, POLLY & THOMAS	910 RED MOUNTAIN DRIVE	GLENWOOD SPRINGS	CO	81601
218535404001	R081019	DOUGLAS, DAVID MICHAEL & JUDY ANN	9 NAVAJO	NEW CASTLE	CO	81647
218536300014	R083369	NEILEY, RICHARD Y JR & MANISCALCHI, MARIA E	6800 HWY 82 UNIT 1	GLENWOOD SPRINGS	CO	81601
218535404002	R081020	HAJENGA, STANLEY R & COE, ANNA M	192 RIVER RIDGE DRIVE	GLENWOOD SPRINGS	CO	81601
218536300015	R083370	NEILEY, RICHARD Y JR & MANISCALCHI, MARIA E	6800 HWY 82 UNIT 1	GLENWOOD SPRINGS	CO	81601
218536313002	R083372	COLORADO DEPARTMENT OF NATURAL RESOURCES FOB DIVISION OF PARKS AND WILDLIFE AND PARKS AND WILDLIFE COMMISSION	1313 SHERMAN STREET	DENVER	CO	80203
218535404003	R081021	STOWE, JOHN W & NASH, LINDSAY D	PO BOX 276	GLENWOOD SPRINGS	CO	81602
218535404004	R081022	SIMS, ROBERT & MARYLU	256 RIVER RIDGE DRIVE	GLENWOOD SPRINGS	CO	81601
218536313001	R083371	NEILEY, RICHARD Y JR & MANISCALCHI, MARIA E	6800 HWY 82 UNIT 1	GLENWOOD SPRINGS	CO	81601
218536300013	R060106	ROARING FORK TRANSPORTATION AUTHORITY	530 E MAIN STREET	ASPEN	CO	81611
218535400025	R060093	SHANE & BRUCE'S LTD. LIABILITY CO	4185 COUNTY ROAD 154	GLENWOOD SPRINGS	CO	81601
218535400017	R060074	ROSE, JAMES L.	PO BOX 432	RIFLE	CO	81650-0432
218535400059	R060105	ROARING FORK TRANSPORTATION AUTHORITY	530 E MAIN STREET	ASPEN	CO	81611
ROW						
239501224009	R041528	IRONBRIDGE PROPERTY OWNERS ASSOCIATION, INC	1007 WESTBANK ROAD	GLENWOOD SPRINGS	CO	81601
239501203015	R010084	MCGARRY, MARIANNE M	66 MEADOW LANE	GLENWOOD SPRINGS	CO	81601
239501224008	R041527	IRONBRIDGE PROPERTY OWNERS ASSOCIATION, INC	1007 WESTBANK ROAD	GLENWOOD SPRINGS	CO	81601
239501200126	R100057	KATZ, JACK LLC	230 ERNESTINE STREET	ORLANDO	FL	32801
218535423007	R041519	BLUE HERON PROPERTIES LLC	1007 WESTBANK ROAD	GLENWOOD SPRINGS	CO	81601
218535400024	R060092	SHANE & BRUCE'S LLC	4185 COUNTY ROAD 154	GLENWOOD SPRINGS	CO	81601
218535315003	R083596	EASTBANK LLC	710 E DURANT AVE UNIT W6	ASPEN	CO	81611
218535300060	R045824	ROARING FORK RE-1 SCHOOL DISTRICT	1521 GRAND AVE	GLENWOOD SPRINGS	CO	81601
218535304002	R083021	MACGREGOR, ROBERT DUNCAN	710 EAST DURANT AVENUE UNTI W	ASPEN	CO	81611
ROW						
ROW						
218535415002	R083595	EASTBANK LLC	710 E DURANT AVE UNIT W6	ASPEN	CO	81611
239501323006	R041518	BLUE HERON PROPERTIES LLC	1007 WESTBANK ROAD	GLENWOOD SPRINGS	CO	81601
ROW						
239501230103	R083654	BLUE HERON DEVELOPMENT COMPANY	430 IRONBRIDGE DRIVE	GLENWOOD SPRINGS	CO	81601

239501230050	R083640	BLUE HERON DEVELOPMENT COMPANY	430 IRONBRIDGE DRIVE	GLENWOOD SPRINGS	CO	81601
239501230021	R083618	BLUE HERON DEVELOPMENT COMPANY	430 IRONBRIDGE DRIVE	GLENWOOD SPRINGS	CO	81601
239501230020	R083617	BLUE HERON DEVELOPMENT COMPANY	430 IRONBRIDGE DRIVE	GLENWOOD SPRINGS	CO	81601
ROW						

Exhibit C

June 6, 2016

MEMORANDUM

To: Scott Grosscup

From: Pamela Engel

Re: RE-1 Roaring Fork Water & Sanitation District - Taxed Mineral Rights

Scott,

Today, I researched the Garfield County Assessor's and Clerk and Recorder records for any taxed mineral rights that might be located within the Roaring Fork Water & Sanitation Boundary Inclusion area. I did not find any taxed mineral estate owners in those records for the property to be included within the Roaring Fork Water & Sanitation District's area or who have requested to receive notice.

Pamela Engel
Pamela Engel

JUNE 6, 2016
Date

Basalt Office:
211 Midland Avenue, Ste. 201
Basalt, CO 81621

Glenwood Springs Office:
818 Colorado Avenue
Glenwood Springs, CO 81601

Aspen Office:
0133 Prospector Road, Ste. 4102E
Aspen, CO 81611