



FNTC

File No.: F0700565-158-MR1

QUITCLAIM DEED

THIS QUITCLAIM DEED is made on February 22, 2021 between

Jena E. Vail ("Grantor"), of the County of ELBERT and State of COLORADO

and

Jena E. Vail and Hubert B. Aguirre, Jr. ("Grantee"), as JOINT TENANTS
whose legal address is 43248 Meadowbrook Circle , Parker, CO 80138-4467.

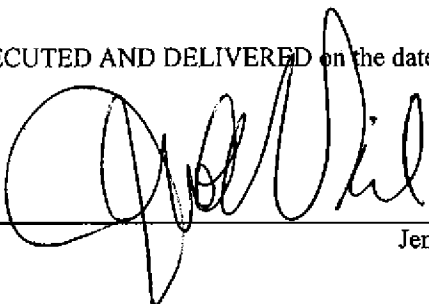
WITNESS, that the Grantor, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED and by these presents does remise, release, sell and QUITCLAIM unto the Grantee and the successors and assigns of the Grantee forever, all of the right, title interest, claim and demand that the Grantor has in and to the real property, together with the fixtures and improvements located thereon, if any, situate, lying and being in the County of ELBERT and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Also Known As: 43248 Meadowbrook Circle, Parker, CO 80138-4467

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim, whatsoever, of the Grantor, either in law or in equity, to the only proper use, benefit and behalf of the Grantee and the successors and assigns of the Grantee forever.

EXECUTED AND DELIVERED on the date set forth above.



Jena E. Vail

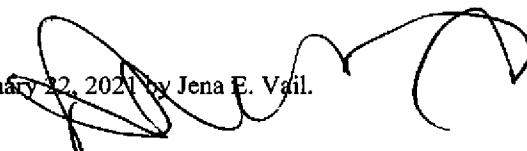
STATE OF: COLORADO

COUNTY OF: ELBERT

The foregoing instrument was acknowledged before me on February 22, 2021 by Jena E. Vail.

My Commission Expires:

Nov. 16, 2021



Notary Public

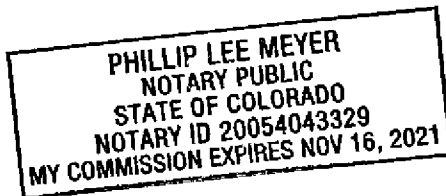


Exhibit A

Parcel A:

MeadowBrook Ranches: Tract 8

A tract of land situated in the South 1/3 of Section 26, Township 6 South, Range 65 West of the 6th Principal Meridian, Elbert County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Section 26 and considering the South line of said Section 26 to bear N 89°56'51" E with all bearings contained herein relative thereto;

Thence N 89°56'51" E along said South line a distance of 2298.48 feet to the true point of beginning;

Thence N 89°56'51" E along said South line a distance of 753.40 feet;

Thence N 0°05'34" W a distance of 1440.46 feet;

Thence N 88°42'55" W a distance of 357.38 feet;

Thence S 85°02'24" W a distance of 1008.67 feet;

Thence S 23°57'14" E a distance of 1503.95 feet to the point of beginning;

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104,

Parcel B-W

An easement for access and utilities situated in the Southwest ¼ of Section 26, Township 6 South, Range 65 West of the 6th Principal Meridian, Elbert County, Colorado, subject easement being 60.00 feet in width, 30.00 feet on each side of the centerline described as follows:

Commencing at the Southwest corner of said Section 26 and considering the South line of said Section 26 to bear N 89°56'51" E with all bearings contained herein relative thereto; Thence N 89°56'51" E along said South line a distance of 30.00 feet to the true point of beginning of subject centerline; Thence Northeasterly along the arc of a curve to the right a distance of 384.20 feet, said curve has a radius of 250.00 feet and a central angle of 88°03'09" to a point of reverse curve;

Thence Northeasterly along the arc of a curve to the left a distance of 626.52 feet, said curve has a radius of 750.00 feet and central angle of 47°51'44" to a point of tangent;

Thence N 40°08'16" E along said tangent a distance of 827.07 feet to a point of curve;

Thence Northeasterly along the arc of a curve to the right a distance of 411.42 feet, said curve has a radius of 750.00 feet and a central angle of 31°25'49" to the center of a 65.00 foot radius cul-de-sac access and utility easement and to the point of terminus of subject centerline.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, Co 80104,
County of Elbert, State of Colorado.



Land Development Application Form – Rezone / Rezone to PUD

Community Development Services

215 Comanche Street PO Box 7
Kiowa, CO 80117 (303)621-3136
www.elbertcounty-co.gov

APPLICANT INFORMATION:

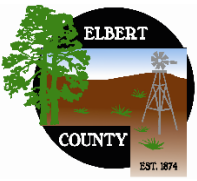
Name:	
Company:	
Phone:	
Email:	
Address:	
Project Description:	

PROPERTY INFORMATION:

Parcel Number:		Zone District:	
Legal Description:		Acreage:	
Site Address:		Water Source:	
Property Owner		Sewer Source:	
Source of Electric		Source of Gas	
Owner of Mineral Rights			

REQUIRED DOCUMENTS TO INCLUDE WITH THIS APPLICATION:

☐ Cover Letter/Narrative
☐ Vicinity Map
☐ Proof of Ownership – ☐ Deed ☐ O&E ☐ Title Commitment
☐ List and Map of property owners and addresses in accordance with public notice provisions. ☐ 500' ☐ 1,320'
☐ Written Legal Description of property boundary
☐ Proof of Water
☐ Proof of Sewer
☐ Proof of Fire Protection
☐ Proof/Explanation of Access
☐ Statement of Taxes Due for all parcels, current to within one week of submission
☐ Planned Unit Development (PUD) Graphics Exhibit in accordance with ECZR, Appendix B (only required for PUD Rezone)
☐ Planned Unit Development (PUD) Development Guide/Written Restrictions (only required for PUD Rezone)
☐ Rezone Exhibit – scaled and dimensioned and in accordance with ECZR, Appendix B (only required for Straight Zone District)



Land Development Application Form – Rezone / Rezone to PUD

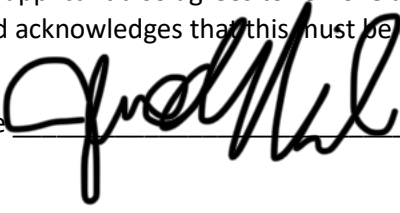
Community Development Services

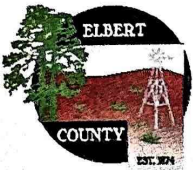
215 Comanche Street PO Box 7
Kiowa, CO 80117 (303)621-3136
www.elbertcounty-co.gov

☐ Preliminary Drainage Report and Plan OR Drainage Letter
☐ Geologic Report: If the subject property is located within an area that contains expansive soils or other geologic hazards, a geologic report may be required by the County Engineer or Colorado Geologic Survey.
☐ Grading and Erosion Control Plan
☐ Visual Analysis or Renderings (only required for PUD Rezone)
☐ Traffic Analysis (Fewer than 1,000 VPD) or Traffic Study (Greater than 1,000 VPD and must be prepared by a Professional Engineer)

APPLICATION AGREEMENT: Review of this application and supportive documentation will not begin until the Community & Development Services Department deems the application complete. No application submittal will be considered complete until all required pieces are submitted. All required documents must be submitted electronically and label in accordance with Elbert County Community Development Services naming criteria. Applicant acknowledges that there is no mutually agreed upon time between the County and the applicant during which this application will be approved, conditionally approved or denied. In addition to the standard Land Use Fees, the applicant is responsible for all Public Notice Costs including but not limited to signs, legal notices, and certified mail.

FEES & NOTICES AGREEMENT: The applicant agrees to pay for reasonable additional engineering and/or consultation when requested by the Community & Development Services Department, Planning Commission or Board of County Commissioners when, in their opinion, additional information, studies, or investigations are needed to help clarify the proposal made. The applicant also agrees to remove any Public Notice Sign for hearing notification within 7 days after the final hearing, and acknowledges that this must be completed as a condition of approval prior to the recording of Mylars or Final Plats.

Applicant's Signature  Date: _____



Land Development Application Form – Rezone / Rezone to PUD

Community Development Services

215 Comanche Street PO Box 7
Kiowa, CO 80117 (303)621-3136
www.elbertcounty-co.gov

If property owner is represented by a third party, fill out the Property Owner Disclosure below.

PROPERTY OWNER DISCLOSURE: I/We, Jena Vail & Hubert Aguirre do hereby acknowledge my/our full awareness of the application/request being presented to Elbert County by for the parcel of land indicated, and for the reason(s) noted on this completed application. I/We hereby acknowledge the person(s) noted is/are my/our authorized representative(s) in the matter. I/We hereby grant permission for the Elbert County Community & Development Services Department, or any referral agency they require, to access the parcel of land indicated for reasons of reviewing and evaluating the land use application.

Owner Name Printed: Jena Vail Owner Signature: [Signature] Date: 03-12-26
Owner Name Printed: Hubert Aguirre Owner Signature: [Signature] Date: 03-12-26
State of Colorado The above and foregoing instrument was subscribed and sworn to before me, in my
presence, a Notary Public in and for the County of Douglas
County Douglas State of Colorado, this 12th day of March, 2026.

(SEAL)



Notary Signature [Signature]

Office Use Only

Rezone type: ☐ Straight Rezone District ☐ Rezone to PUD

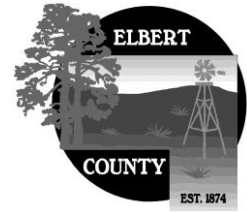
Received by: _____ Date: _____ Fee Collected: _____ Payment Type: _____

Case Number:		Planner:	
Meeting Date / Time:		Violation Case:	

ELBERT COUNTY

Community & Development Services

P.O. BOX 7
215 COMANCHE STREET
KIOWA, COLORADO 80117
303-621-3136
CDS@elbertcounty-co.gov



ADDITIONAL FEES AND EXPERT COSTS AGREEMENT

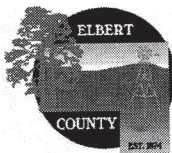
The purpose of this agreement is acknowledgment that the Applicant or Authorized Representative of the stated project agrees to pay the applicable plan review and permit fees set forth by the Community and Development Services Department and Department of Public Works Engineering. Fee schedules can be found on the Elbert County Website and will be presented at Pre-Application meetings.

The Applicant or Authorized Representative also agrees upon consent to pay for additional expert engineering, legal and/or other applicable third-party consultants as needed to provide professional opinions, additional information, studies, or investigations to clarify or substantiate information at any time throughout the development process. These requests may come from departments of Community and Development Services, Public Works, Planning Commission, Legal & Administrative, or Board of County Commissioners.

Project Name: _____

Applicant or Authorized Representative
Signature: _____

Date: _____



ELBERT COUNTY
Community & Development Services

OWNER/APPLICANT REPRESENTATIVE AUTHORIZATION FORM

OWNER/APPLICANT INFORMATION:

Name	Jena Vail & Hubert Aguirre
Phone	719-240-7212
Email	jena.vail@evrealestate.com
Property Address	43248 Meadowbrook Circle, Parker, CO 80138
Mailing Address	Sames as above

AUTHORIZED REPRESENTATIVE INFORMATION:

Representative Name	Camille Courtney
Company Name	Courtney & Associates
Phone	720-390-8434
Email	camille@camillecourtney.com
Mailing Address	PO Box 711, Franktown, CO 80116

SCOPE OF AUTHORIZATION:

I hereby authorize the Representative named in the second section to serve as the primary point of contact for all **email communication**, manage all **invoicing and billing** matters, and execute the **submittal of materials**, including applications, plans, and supporting technical documentation.

SIGNATURES:

Applicant Signature: Camille Courtney **Date:** 3/25/26

Notary Public Acknowledgment

State of Colorado **County of** Douglas

The foregoing instrument was acknowledged before me this 20th day of March, 2026 by Camille Courtney (Name of Signer), who is personally known to me or has produced Driver's License as identification.

(Seal)

Signature of Notary Public Kari Jurczewsky

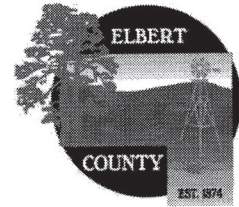
My Commission Expires: 3/29/26

KARI JURCZEWSKY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944015400
MY COMMISSION EXPIRES 03/29/2026

ELBERT COUNTY

Community & Development Services

P.O. BOX 7
215 COMANCHE STREET
KIOWA, COLORADO 80117
303-621-3136
CDS@elbertcounty-co.gov



ADDITIONAL FEES AND EXPERT COSTS AGREEMENT

The purpose of this agreement is acknowledgment that the Applicant or Authorized Representative of the stated project agrees to pay the applicable plan review and permit fees set forth by the Community and Development Services Department and Department of Public Works Engineering. Fee schedules can be found on the Elbert County Website and will be presented at Pre-Application meetings.

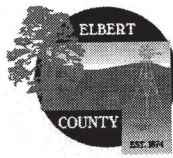
The Applicant or Authorized Representative also agrees upon consent to pay for additional expert engineering, legal and/or other applicable third-party consultants as needed to provide professional opinions, additional information, studies, or investigations to clarify or substantiate information at any time throughout the development process. These requests may come from departments of Community and Development Services, Public Works, Planning Commission, Legal & Administrative, or Board of County Commissioners.

Project Name: Vail Rezone & Minor & Minor Plat

Applicant or Authorized Representative

Signature: *Cheryl A. Anderson*

Date: 3.25.24



ELBERT COUNTY
Community & Development Services

LAND DEVELOPMENT APPLICATION FORM

OWNER/APPLICANT INFORMATION:

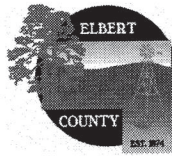
Name	Jena Vail & Hubert Aguirre
Owner Rep	YES ☒ NO ☐ If yes, you must complete the Owner/Applicant Representative form
Phone	719-240-7212
Email	jena.vail@evrealestate.com
Address	43248 Meadowbrook Circle, Parker, CO 80138
Project Description	ReZone and Minor Plat to create two 10-acre lots.

PROPERTY INFORMATION:

Parcel Number	R114132
Legal Description	*Please attach a separate word document with the full legal description
Site Address	43248 Meadowbrook Circle, Parker, CO 80138
Zone District	A
Acreage	35
Property Owner	Jena Vail & Hubert Aguirre
Gas Source	Propane
Electric Source	CORE
Water Source	Wells
Sewer Source	Septic
Mineral Rights Owner	Owner

CHECK APPROPRIATE BOX:

☐	Preliminary Plat	☒	Rezone	☐	1041
☐	Final Plat	☐	Planned Unit Development	☐	Special District Service Plan
☒	Minor Plat	☐	Site Development Plan	☐	Special Use by Review
☐	Plat Amendment	☐	EDZ Site Development Plan	☐	Variance
☐	EDZ Subdivision Plat	☐	Subdivision Exemption	☐	Vacation



ELBERT COUNTY

Community & Development Services

APPLICATION AGREEMENT: No application submittal will be considered complete until all required items are submitted. In addition to the application fees, the applicant is responsible for all public notice costs including but not limited to sign(s), newspaper publication, and mailing. ***The applicant is responsible for meeting all requirements of the applicable Zoning and Subdivision Regulations, including documentation, processes, and development standards. Approval and timelines are subject to review and cannot be guaranteed.***

FEES & NOTICES AGREEMENT: The applicant agrees to pay for reasonable additional engineering and/or consultation when requested by the Community & Development Services Department, Planning Commission or Board of County Commissioners when, in their opinion, additional information, studies, or investigations are needed to help clarify the proposal. The applicant also agrees to remove any public notice sign(s) within seven days after the final hearings and acknowledges that this must be completed as a condition of approval prior to the recordation of final documents. ***The Additional Fee and Expert Costs Agreement form must accompany this Land Development Application form.***

Applicant's Signature *Carmel D. Anderson* Date: 3.25.26

Office Use Only
Application type:

Received by: _____ Date: _____ Fee Collected: _____ Payment Type: _____

Case Number:		Planner:	
--------------	--	----------	--



Community & Development Services, Elbert County, Colorado
P.O. Box 7, 215 Comanche St. Kiowa, CO 80117
(303) 621-3136 • www.elbertcounty-co.gov

SUBDIVISION SUMMARY FORM

DATE: 3.25.26

TYPE OF SUBMISSION: ☒ Request for Exemption ☐ Preliminary Plat ☐ Final Plat

SUBDIVISION NAME: Meadowbrook Ranch FILING:

LOCATION OF SUBDIVISION

Section: 26 Township: 6 Range: 65

OWNER(S): Jane Vail & Hubert Aguirre

ADDRESS: 43249 Meadowbrook Circle, Parker CO 80138

OWNER(S) REPRESENTATIVE: Camille Courtney

REPRESENTATIVE ADDRESS: PO Box 711 Franktown CO 80116

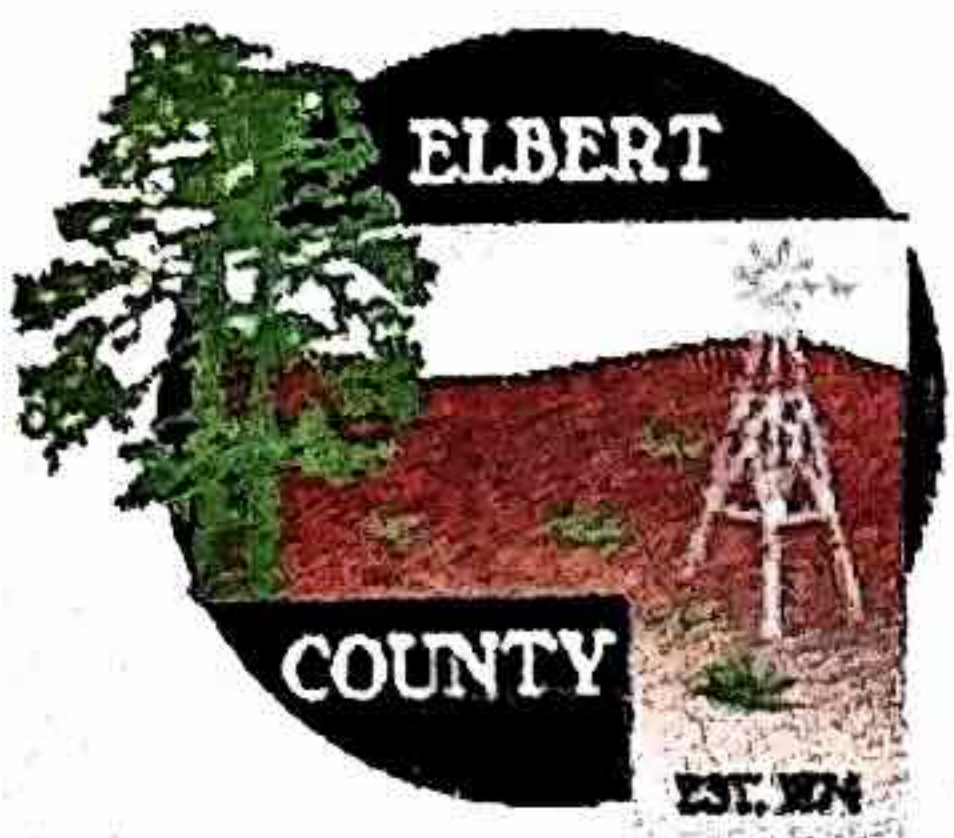
	TYPE OF HOUSING UNITS	NUMBER OF DWELLING UNITS	AREA (ACRES)	PERCENT OF TOTAL AREA
☐	Single Family			
☐	Apartments			
☐	Condominiums			
☐	Mobile Homes			
☐	Commercial			
☐	Industrial			
☐	Other (Specify)			
	SUBDIVISION AMENITIES	TYPE	AREA (ACRES)	PERCENT OF TOTAL AREA
☐	Right of Ways (Streets)	Dedicated		
☐	Right of Ways (Streets)	Private		
☐	Schools Sites	Dedicated		
☐	School Sites	Reserved		
☐	Park Sites (Non Passive)	Dedicated		
☐	Park Sites (Non Passive)	Private		
☐	Trails	Public		
☐	Trails	Private		
☐	Open Space	Dedicated		
☐	Open Space	Private		

ESTIMATED WATER REQUIREMENTS (GALLONS/DAY):

PROPOSED WATER SOURCE: Well

ESTIMATED SEWAGE DISPOSAL REQUIREMENTS: Septic

PROPOSED MEANS OF SEWAGE DISPOSAL: Septic



Land Development Application Form – Rezone / Rezone to PUD

Community Development Services

215 Comanche Street PO Box 7
Kiowa, CO 80117 (303)621-3136
www.elbertcounty-co.gov

If property owner is represented by a third party, fill out the Property Owner Disclosure below.

PROPERTY OWNER DISCLOSURE: I/We, Jena Vail & Hubert Aguirre do hereby acknowledge my/our full awareness of the application/request being presented to Elbert County by for the parcel of land indicated, and for the reason(s) noted on this completed application. I/We hereby acknowledge the person(s) noted is/are my/our authorized representative(s) in the matter. I/We hereby grant permission for the Elbert County Community & Development Services Department, or any referral agency they require, to access the parcel of land indicated for reasons of reviewing and evaluating the land use application.

Owner Name Printed: Jena Vail Owner Signature [Signature] Date: 03-12-26

Owner Name Printed: Hubert Aguirre Owner Signature [Signature] Date: 03-12-26

State of Colorado
Roshni Thakuri) s:
County Douglas

The above and foregoing instrument was subscribed and sworn to before me, in my presence, a Notary Public in and for the County of Douglas, State of Colorado, this 12th day of March, 2026.

(SEAL)

ROSHNI THAKURI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254009394
MY COMMISSION EXPIRES 03/07/2029

Notary Signature [Signature]

Office Use Only

Rezone type: ☐ Straight Rezone District ☐ Rezone to PUD

Received by: _____ Date: _____ Fee Collected: _____ Payment Type: _____

Case Number:		Planner:	
Meeting Date / Time:		Violation Case:	

Narrative Description of Vail ReZone and Minor Plat

43248 Meadowbrook Circle
Parker, Co 80138

The property owners are desirous of creating two additional ten acre lots on their 35 acre parcel. Their home and outbuildings will remain on the northern 15 acres. The new lots will be granted a non-exclusive easement across the applicants property 30' wide to allow a private driveway to serve the two new lots with access off the cul-de-sac at the end of Meadowbrook Circle. Meadowbrook is a non-exclusive easement appurtenant to the Vail parcel. Meadowbrook Circle is a 60-wide dedicated easement and privately maintained.

The new parcels are in the Rattlesnake Fire Department who has the capacity to serve them. The Chief attended the community meeting and was asked if they could provide service and affirmed that they would.

The parcels will have private wells and septic systems. The owners have adjudicated a 300-year water supply which has sufficient water to serve two additional lots in the Upper Dawson Aquifer.

CORE Electric provides electricity to the area and can serve these new lots.

The existing zoning is A-1. The owners are requesting a rezone to AR- Agricultural Residential.

A minor plat will also be created.

No offsite improvements are required.



FIRE PROTECTION AND SAFETY AGREEMENT FORM

Community & Development Services, Elbert County, Colorado

P.O. Box 7, 215 Comanche St. Kiowa, CO 80117 • (303) 621-3136 • cds@elbertcounty-co.gov

This form is designed to accompany Land Development Applications submitted to Elbert County Community and Development Services and serves as Proof of Fire Protection for Land Development Review. **PLEASE COMPLETE ALL BOXES**

Applicant Name: Camille Courtney	Address & Zip Code: PO Box 711, Franktown, CO 80116	Phone: 720-390-8434	Email: camille@camillecourtney.com
Property Owner: Vail & Aguirre	Address & Zip Code: 43248 Meadowbrook Circle, Parker, CO 80138	Phone: 719-240-7212	Email: Jena@vail@evrealstate.com
Subject Property Address: 43248 Meadowbrook Circle, Parker, CO 80138		Project Name & Description: Vail Rezone and Minor Plat Divide 35 acre parcel into 15 acre and two 10-acre parcels.	
CHECK ONE: ☒ The subject property is located within the <u>Rattlesnake</u> fire protection district. ☐ The subject property is located outside a fire protection district. If the subject property is located outside a fire protection district, a contract with a district providing for fire protection to the property will be required. The applicant has met with the following fire protection district to discuss fire district requirements. FIRE PROTECTION DISTRICT SERVING THE SUBJECT PROPERTY: <u>RATTLE SNAKE</u> Fire District Authorized Representative: <u>CASS KILAUFF</u> Title: <u>FIRE CHIEF</u> Fire District Authorized Signature: <u>[Signature]</u> Date: <u>3/27/2026</u> APPLICANT AGREEMENT: I am aware of the adopted fire code and will comply with the requirements of the fire district. Applicant's Signature: <u>Camille Courtney, applicant</u> Date: <u>3.25.26</u>			

FIRE PROTECTION DISTRICTS SERVING ELBERT COUNTY:

☐ AGATE FIRE PROTECTION DISTRICT 40160 County Road 153 / P.O. Box 146 Agate, CO 80101 (719) 764-2771	☐ BIG SANDY FIRE PROTECTION DISTRICT/ SIMLA VOLUNTEER FIRE DEPARTMENT 219 Sioux Avenue / P.O. Box 161 Simla, CO 80835 (719) 541-2883	☐ CALHAN FIRE PROTECTION DISTRICT 725 4th Street Calhan, CO 80808 (719) 347-3057
☐ DEER TRAIL RURAL FIRE PROTECTION DISTRICT 488 1st Avenue / P.O. Box 257 Deer Trail, CO (303) 769-4748	☐ ELBERT FIRE PROTECTION DISTRICT 24310 Main Street / P.O. Box 98 Elbert, CO 80106 (303) 648-3000	☐ ELIZABETH FIRE RESCUE 155 West Kiowa Avenue / P.O. Box 441 Elizabeth, CO 80107 (303) 646-3800
☐ KIOWA FIRE PROTECTION DISTRICT 403 County Road 45 / P.O. Box 321 Kiowa, CO 80117 (303) 621-2233	☐ LIMON AREA FIRE PROTECTION DISTRICT 130 C Avenue / P.O. Box 3 Limon, CO 80828 (719) 775-8155	☐ NORTH CENTRAL FIRE DEPARTMENT 40144 Ridge Road Deer Trail, CO 80105 (303) 621-2901
☒ RATTLESNAKE FIRE DEPARTMENT 46200 Coal Creek Drive Parker, CO 80138 (303) 841-8111	☐ TRI-COUNTY VOLUNTEER FIRE DEPARTMENT & FIRE PROTECTION DISTRICT 590 N Rush Road / P.O. Box 97 Rush, Colorado 80833 (719) 478-2345	

HIGH PLAINS SURVEY CO, INC.

345 Comanche
P.O. Box 773
Kiowa, CO. 80117
303-621-8672/Fax 303-621-8673

Copy

Improvement Location Certificate

PROPERTY DESCRIPTION:

MEADOWBROOK RANCHES: TRACT B

A TRACT OF LAND SITUATED IN THE SOUTH 1/3 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ELBERT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26 AND CONSIDERING THE SOUTH LINE OF SAID SECTION 26 TO BEAR N89°56'51"E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE N89°56'51"E ALONG SAID SOUTH LINE A DISTANCE OF 2298.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N89°56'51"E ALONG SAID SOUTH LINE A DISTANCE OF 753.40 FEET;
THENCE N00°05'34"W A DISTANCE OF 1440.46 FEET;
THENCE N86°42'55"W A DISTANCE OF 357.38 FEET;
THENCE S85°02'24"W A DISTANCE OF 1008.67 FEET;
THENCE S23°57'14"E A DISTANCE OF 1503.95 FEET TO THE POINT OF BEGINNING;
THIS PROPERTY DESCRIPTION WAS PREPARED UNDER THE DIRECT SUPERVISION OF DAVID E. ARCHER (P.L.S. 6935), 105 WILCOX STREET, CASTLE ROCK, CO 80104,

PARCEL B-W

AN EASEMENT FOR ACCESS AND UTILITIES SITUATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ELBERT COUNTY, COLORADO, SUBJECT EASEMENT BEING 60.00 FEET IN WIDTH, 30.00 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26 AND CONSIDERING THE SOUTH LINE OF SAID SECTION 26 TO BEAR N89°56'51"E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE N89°56'51"E ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT CENTERLINE;
THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 384.20 FEET, SAID CURVE HAS A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 88°03'09" TO A POINT OF REVERSE CURVE;
THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 626.52 FEET, SAID CURVE HAS A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 47°51'44" TO A POINT OF TANGENT;
THENCE N40°08'16"E ALONG SAID TANGENT A DISTANCE OF 827.07 FEET TO A POINT OF CURVE;
THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 411.42 FEET, SAID CURVE HAS A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 31°25'49" TO THE CENTER OF A 65.00 FOOT RADIUS CUL-DE-SAC ACCESS AND UTILITY EASEMENT AND TO THE POINT OF TERMINUS OF SUBJECT CENTERLINE.
THIS PROPERTY DESCRIPTION WAS PREPARED UNDER THE DIRECT SUPERVISION OF DAVID E. ARCHER (P.L.S. 6935), 105 WILCOX STREET, CASTLE ROCK, CO 80104,
COUNTY OF ELBERT, STATE OF COLORADO.

Reference:	Revision Date:
	Date: 04/30/03 JB
	Client:
	FIRST CONSUMERS FUNDING
	Sheet: 2 of 3 Job # 023031LC

345 Comanche
P.O. Box 773
Kiowa, CO. 80117
303-621-8672/Fax 303-621-8673

Copy

[illegible]

HIGH PLAINS SURVEY CO, INC.

345 Comanche
P.O. Box 773
Kiowa, CO. 80117
303-621-8672/Fax 303-621-8673

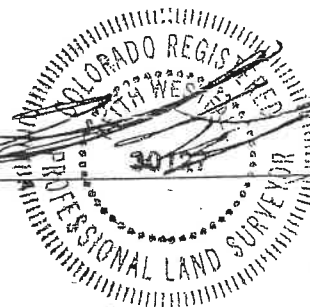
IMPROVEMENT LOCATION CERTIFICATE:

I hereby certify that on April 30, 2003 this Improvement Location Certificate of the hereon described property, 43248 Meadowbrook Circle, Elbert County, Colorado was prepared for First Consumers Funding, and is not to be relied upon for the establishment of fences, buildings or other future improvement lines. I further certify that the improvements on the above described parcel on this date, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjacent premises, except as indicated, and that there is no evidence or sign of any easement crossing or burdening any part of said parcel, except as noted. This Improvement Location Certificate does not constitute a title search by High Plains Survey Co. Inc. of the property shown and described hereon to determine:

1. Ownership of the tract of land.
2. Compatibility of this description with that of adjacent tracts of land.
3. Rights of way, easements and encumbrances of record affecting this tract of land.

This Improvement Location Certificate was performed without the benefit of a title insurance commitment or a title insurance policy. A title insurance commitment or a title insurance policy may disclose facts not reflected on this survey.

Signed



Keith Westfall
Colorado PLS 30127
For and on the behalf of
High Plains Survey Company Inc.

Sheet 3 of 3
Job # 02303

Copy

FORM NO. GWS-31 01/93		WELL CONSTRUCTION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER		For Office Use only	
1. WELL PERMIT NUMBER <u>209382</u>		RECEIVED AUG 24 1998 WATER RESOURCES STATE ENGINEER COLO			
2. OWNER NAME(S) <u>MONARCH HOMES</u> Mailing Address <u>3144 CR 186</u> City, St. Zip <u>PARKER CO 80138</u> Phone (303) <u>840-1794</u>					
3. WELL LOCATION AS DRILLED: SE <u>1/4</u> SW <u>1/4</u> , Sec. <u>26</u> Twp. <u>6</u> S Range <u>65</u> W DISTANCES FROM SEC. LINES: <u>1100</u> ft. from <u>SOUTH</u> Sec. line. and <u>2100</u> ft. from <u>WEST</u> Sec. line. OR (North or South) (East or West) SUBDIVISION: <u>MEADOWBROOK RANCHES</u> LOT <u>8</u> BLOCK _____ FILING(UNIT) _____ STREET ADDRESS AT WELL LOCATION: _____					
4. GROUND SURFACE ELEVATION _____ ft. DRILLING METHOD <u>AIR ROTARY</u> DATE COMPLETED <u>June 26, 1998</u> TOTAL DEPTH <u>400</u> ft. DEPTH COMPLETED <u>400</u> ft.					
5. GEOLOGIC LOG:				6. HOLE DIAM. (in.) From (ft) To (ft)	
Depth	Description of Material (Type, Size, Color, Water Location)			8 3/4	0
0	2	TOP SOIL			20
2	12	BROWN CLAY			400
12	30	YELLOW SANDY CLAY			
30	40	GREEN CLAY			
40	55	SAND			
55	90	GREEN SHALE			
90	120	SAND			
120	188	GREEN CLAY			
188	200	GREEN SANDY CLAY			
200	217	SAND			
217	222	GREEN CLAY			
222	237	GRAVEL			
237	260	GREEN SANDY CLAY			
260	280	SAND			
280	295	GRAY SHALE			
295	367	SAND			
367	390	GRAY SANDY CLAY			
390	400	SAND			
REMARKS:				7. PLAIN CASING	
				OD (in)	Kind
				Wall Size	From (ft) To (ft)
				6 5/8	steel
				4 1/2	pvc
				4 1/2	pvc
				4 1/2	pvc
				PERF. CASING: Screen Slot Size: <u>17,000 mesh</u>	
				4 1/2	pvc
				4 1/2	pvc
				4 1/2	pvc
				4 1/2	pvc
				8. FILTER PACK:	
				Material	9. PACKER PLACEMENT:
				Size	Type
				Interval	Depth
				10. GROUTING RECORD:	
				Material	Amount
				Density	Interval
				Placement	Placement
				cement	2 bags 12 gals 20'-7' poured
11. DISINFECTION: Type <u>HTH</u> Amt. Used <u>1 CUP</u>					
12. WELL TEST DATA: ☐ Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well Test.					
TESTING METHOD <u>AIR</u>					
Static Level <u>90</u> ft. Date/Time measured <u>JUNE 26 1998 4 pm</u> Production Rate <u>100</u> gpm.					
Pumping level <u>120</u> ft. Date/Time measured <u>JUNE 26, 1998 4 pm</u> Test length (hrs.) <u>4</u>					
Remarks _____					
13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. (Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.)					
CONTRACTOR <u>PARKER DRILLING INC.</u> Phone <u>(303) 841-5020</u> Lic. No. <u>1120</u>					
Mailing Address <u>1490 E. CNTY. RD. 186</u> PARKER CO 80138					
Name/Title (Please type or print) <u>TOMMY E. THRASHER (OWNER)</u>				Signature <u>Tommy E. Thrasher</u>	
				Date <u>JUNE 26, 1998</u>	

FORM NO. 6WS-32 10/94		PUMP INSTALLATION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER		For Office Use only
1. WELL PERMIT NUMBER <u>209382</u>		RECEIVED AUG 24 1998 WATER RESOURCES STATE ENGINEER C.C.C.		
2. OWNER NAME(S) <u>MONARCH HOMES</u> Mailing Address <u>3144 CR 186</u> City, St. Zip <u>PARKER, CO 80138</u> Phone (<u>303</u>) <u>840-1794</u>				
3. WELL LOCATION AS DRILLED: SE <u>1/4</u> SW <u>1/4</u> , Sec. <u>26</u> Twp. <u>6</u> S, Range <u>65</u> W DISTANCES FROM SEC. LINES: <u>1100</u> ft. from <u>SOUTH</u> Sec. line. and <u>2100</u> ft. from <u>WEST</u> Sec. line. (north or south) (east or west) SUBDIVISION: <u>MEADOWBROOK RANCHES</u> LOT <u>8</u> BLOCK _____ FILING(UNIT) _____ STREET ADDRESS AT WELL LOCATION: _____				
4. PUMP DATA: Type <u>SUBMERSIBLE</u> Installation Completed <u>AUG 14, 1998</u> Pump Manufacturer <u>JACUZZY</u> Pump Model No. <u>1S410148S2</u> Design GPM <u>10</u> at RPM <u>3450</u> HP <u>1</u> Volts <u>230</u> Full Load Amps <u>9.6</u> Pump Intake Depth <u>220</u> Feet, Drop/Column Pipe Size <u>1"</u> Inches, Kind <u>schl 80 pvc</u> ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM: TURBINE DRIVER TYPE: ☐ Electric ☐ Engine ☐ Other _____ Design Head _____ feet, Number of Stages _____, Shaft size _____ inches.				
5. OTHER EQUIPMENT: Airline Installed ☐ Yes ☐ No, Orifice Depth ft. _____ Monitor Tube Installed ☐ Yes ☐ No, Depth ft. _____ Flow Meter Mfg. _____ Meter Serial No. _____ Meter Readout ☐ Gallons, ☐ Thousand Gallons, ☐ Acre feet, ☐ Beginning Reading _____				
6. TEST DATA: ☐ Check box if Test data is submitted on Supplemental Form. Date <u>AUG 14 1998</u> Total Well Depth <u>400 ft</u> Time <u>2</u> p m Static Level <u>90 ft</u> Rate (GPM) <u>15</u> Date Measured <u>8-14-98</u> Pumping Lvl. <u>120</u> ft				
7. DISINFECTION: Type <u>HTH</u> Amt. Used <u>1 CUP</u>				
8. Water Quality analysis available. ☐ Yes ☐ No				
9. Remarks _____ _____ _____ _____ _____ _____				
10. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. (Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.)				
CONTRACTOR <u>PARKER PUMP SERVICE INC.</u> Phone <u>(303) 841-5020</u> Lic. No. <u>1120</u> Mailing Address <u>1490 E. CNTY. RD. 186</u> <u>PARKER CO 80138</u>				
Name/Title (Please type or print) <u>TOMMY E. THRASHER (OWNER)</u>		Signature <i>Tommy E. Thrasher</i>		Date <u>AUG 14, 1998</u>

Form No. **OFFICE OF THE STATE ENGINEER**
GWS-25 COLORADO DIVISION OF WATER RESOURCES818 Centennial Bldg., 1313 Shorman St., Denver, Colorado 80203
(303) 866-3581

1120

APPLICANTWELL PERMIT NUMBER **209382**

DIV. 1 CNTY. 20 WD 2 DES. BASIN MD

Lot: 8 Block: Filing: Subdiv: MEADOWBROOK RANCHES

APPROVED WELL LOCATION
ELBERT COUNTYSE 1/4 SW 1/4 Section 26
Twp 6 S RANGE 65 W 6th P.M.MONARCH HOMES
3144 CR 186
PARKER CO 80138-

(303)840-1794

DISTANCES FROM SECTION LINES1100 Ft. from South Section Line
2100 Ft. from West Section Line

PERMIT TO CONSTRUCT A WELL

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(ii)(A) as the only well on a tract of land of 35 acres described as Lot 8, Meadowbrook Ranches Division of land, Elbert county.
- 4) The use of ground water from this well is limited to ordinary household purposes inside not more than three single family dwellings, fire protection, the watering of poultry, domestic animals, and livestock on farms and ranches, and the irrigation of not over one (1) acre of home gardens and lawns.
- 5) The total depth of the well shall not exceed 400 feet, which corresponds to the base of the Upper Dawson aquifer.
- 6) The maximum pumping rate shall not exceed 15 GPM.
- 7) The return flow from the use of the well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 8) This well shall be constructed not more than 200 feet from the location specified on this permit.

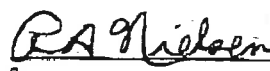
Note: To insure a maximum productive life of this well, perforated casing should be set through the entire producing interval of the approved zone or aquifer indicated above.

Note: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.

RAN
5-4-98APPROVED
RAN
State Engineer

Receipt No. 0428089

DATE ISSUED MAY 05 1998


By

EXPIRATION DATE MAY 05 2000

Petrock & Fendel, P.C.

Attorneys

James J. Petrock
Frederick A. Fendel, III
William L. Downey
Carmen S. Hall

Gary J. Crosby, Paralegal

700 17th Street, Suite 1800
Denver, Colorado 80202

303-534-0702
303-534-0310 Fax

www.petrockfendel.com

December 26, 2003

Sue Weland
43248 Meadowbrook Circle
Parker, CO 80138

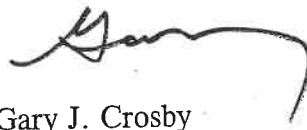
Re: Ruling of the Referee in Case Nos. 03CW102

Dear Sue:

Enclosed please find a copy of the Ruling of the Referee entered in the above case on December 24, 2003, which quantifies the groundwater underlying your 35 acres and allows use of Upper Dawson aquifer wells on 3 lots for 300 years. There is a protest period which ends on January 13, 2004, during which time other parties may protest the ruling. After that date and if no protests have been filed, the Water Judge will approve the Ruling making it the final Decree of the Court.

If you have any questions, please call.

Sincerely,



Gary J. Crosby
Paralegal to Carmen S. Hall

CSH:gjc
enclosure

James J. Petrock
Frederick A. Fendel, III
William L. Downey
Carmen S. Hall

Gary J. Crosby, Paralegal

700 17th Street, Suite 1800
Denver, Colorado 80202

303-534-0702

Fax 303-534-0310

www.petrockfendel.com

October 13, 2003

Raymond S. Liesman, Water Referee
Water Division 1
P.O. Box 2038
Greeley, Colorado 80632

Re: Proposed Ruling in Case No. 2003CW102/Application of Carol Sue Weland in
Elbert County

Dear Referee Liesman:

Enclosed please find a proposed ruling in the above case. The application was filed in February, 2003, and no objections were filed. The ruling quantifies the Denver Basin groundwater and approves a plan for augmentation to allow the withdrawal of 3 acre-feet per year of not nontributary Upper Dawson aquifer water over a 300 year period associated with Applicant's 35 acres in part of the S1/2 of Section 26, T6S, R65W, Elbert County. Part of the augmented Upper Dawson aquifer water will be withdrawn through an existing well located on the land. The values and amounts conform with the Determination of Facts issued for each aquifer. Applicant is the owner of the Subject Property as evidenced by the enclosed deed.

Applicant will utilize the not nontributary Upper Dawson aquifer water to serve 3 residential lots through individual wells, including the existing well. Pursuant to Section 37-90-137(9)(c), C.R.S, Applicant is required to replace actual depletions to the South Platte River system. The total actual depletion at 300 years for withdrawal of the 3 acre-feet per year of Upper Dawson aquifer water is 4.8% or 0.144 acre-feet. (Actual depletion at 100 years is only 0.42% or 0.013 acre-feet). Applicant estimates that approximately 1.47 acre-feet per year will return to the South Platte River via Coal Creek, based on return flows described in paragraph 10.C of the ruling. Therefore, return flows are sufficient to replace the required depletions during pumping of the subject water.

The land is located on Coal Creek as shown on Attachment A of the ruling. Enclosed please find part of a geologic map of the area which shows that the Subject Property in Section 26 is also located overlying the alluvium of Coal Creek. The Determination of Fact for the Upper Dawson aquifer references that the top of the aquifer begins at approximately 115 feet below surface. (Perforated casing for the existing well begins at 205 feet). Also attached please find a geologic log for the existing well which shows that there are layers of sand located between the surface and the top of the aquifer. Therefore, return flows from use of the water on the Subject Property return to the stream system and not the upper most aquifer in a sufficient amount during pumping.

Applicant will file a notice pursuant to Section 37-92-302(2), C.R.S. concurrently with this submittal. Therefore, if the form and content of this ruling is satisfactory, we respectfully request that this form of ruling be entered in this case.

If you have any questions or comments, please feel free to call to call me or Gary Crosby, paralegal for the firm who has been working on this matter under my supervision.

Sincerely,

Carmen S. Hall
CSH

Carmen S. Hall

CSH:gjc
enclosure
cc:(w/encls.):

Dave Nettles
Alison Needham
Carol Sue Weland

WARRANTY DEED

THIS DEED, Made this 15th day of April, 19 98,
between
Harrison Western Construction Corporation, a
Colorado Corporation

STATE DOCUMENTARY FEE

Date APR 23 1998

\$ 8.50

of the County of Elbert and State of Colorado
grantor, and Carol Sue Weland

whose legal address is 7840 South Hill Circle, Littleton, CO 80120

of the County of Elbert and State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of EIGHTY FIVE THOUSAND AND
NO/100

DOLLARS, (\$85,000.00),

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with
improvements, if any, situate, lying and being in the County of Elbert, and State of Colorado,
described as follows:

Parcel A:

MeadowBrook Ranches: Tract 8

A tract of land situated in the south 1/3 of Section 26, Township 6 South,
Range 65 West of the 6th Principal Meridian, Elbert County, Colorado, more
particularly described as follows:

Commencing at the Southwest corner of said Section 26 and considering the

--Continued--

also known by street and number as 43248 Meadowbrook Circle, Parker, CO 80134

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and
the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest,
claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the
hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his
heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and
agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well
seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in
fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form
as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due or
payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

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

Harrison Western Construction,
Corp. a Colorado Corporation

By: *[Signature]*

SEAL

STATE OF COLORADO

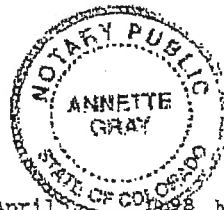
COUNTY OF ELBERT

} ss.

The foregoing instrument was acknowledged before me this 15th day of April, 1998, by
Harold E. Whaley as *VP President* of Harrison Western Construction, Corp. a Colorado
Corporation.

My Commission expires: April 19, 2001

Witness my hand and official seal.



Notary Public

Annette Gray

43248



364777 04/23/1998 10:20R B575 P650 WD
2 of 2 R 11.00 D 8.50 N 0.00 Elbert County CO

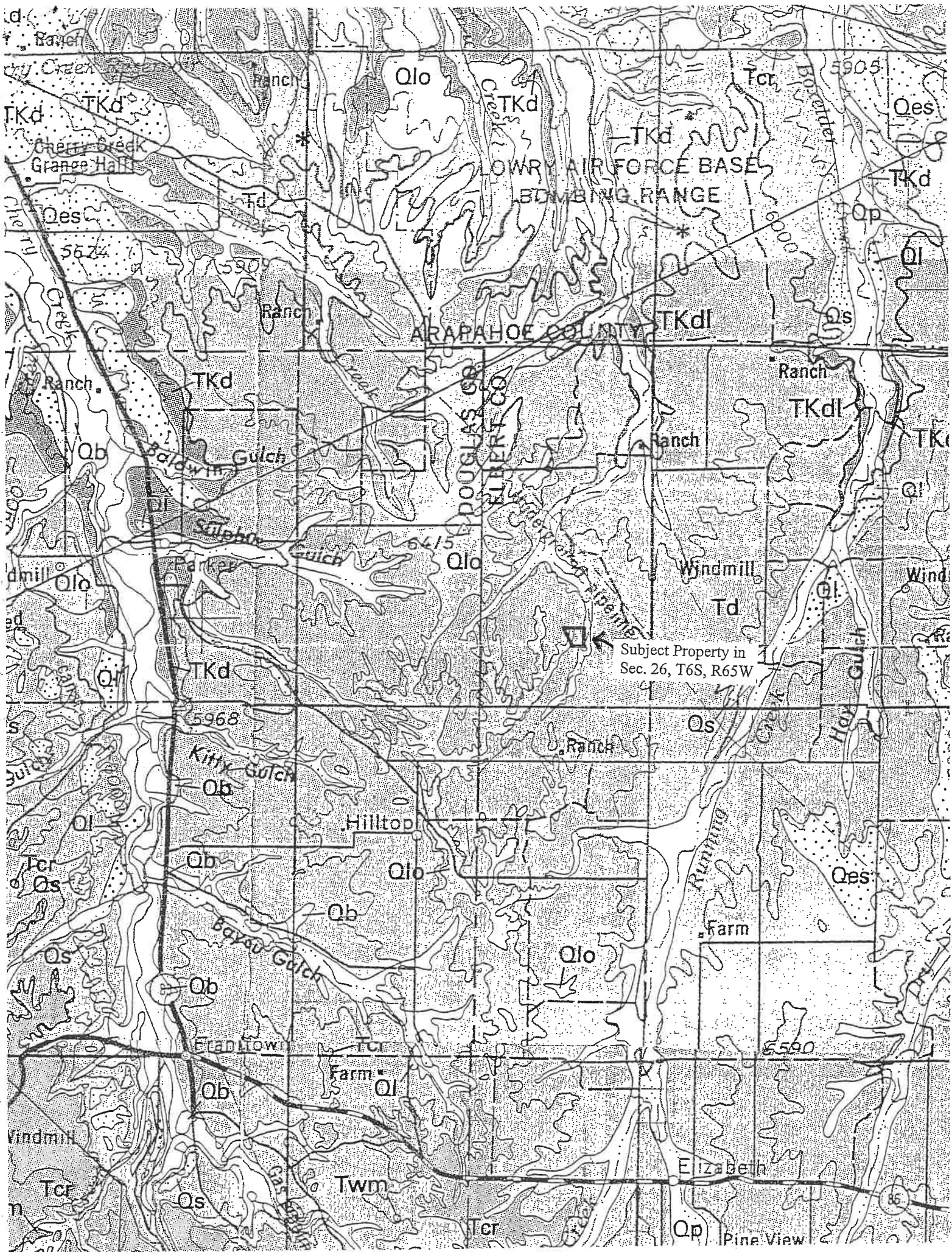
43248 Meadowbrook Circle

CONTINUATION OF LEGAL DESCRIPTION TO DEED DATED
April 15, 1998

South line of said Section 26 to bear N 89°56'51"E with all bearings contained herein relative thereto;
Thence N 89°56'51" E along said South line a distance of 2298.48 feet to the true point of beginning;
Thence N 89°56'51" E along said South line a distance of 753.40 feet;
Thence N 0°05'34" W a distance of 1440.46 feet;
Thence W 48°12'55" W a distance of 357.38 feet;
Thence S 85°02'24" W a distance of 1008.67 feet;
Thence S 23°57'14" E a distance of 1503.95 feet to the point of beginning;
This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.

Parcel B-W

An easement for access and utilities situated in the Southwest 1/4 of Section 26, township 6 South, Range 65 West of the 6th Principal Meridian, Elbert County, Colorado, subject easement being 60.00 feet in width, 30.00 feet on each side of the centerline described as follows:
Commencing at the Southwest corner of said Section 26 and considering the South line of said Section 26 to bear N89°56'51" E with all bearings contained herein relative thereto; Thence N 89°56'51" E along said South line a distance of 30.00 feet to the true point of beginning of subject centerline;
Thence Northeasterly along the arc of a curve to the right a distance of 384.20 feet, said curve has a radius of 250.00 feet and a central angle of 88°03'09" to a point of reverse curve;
Thence Northeasterly along the arc of a curve to the left a distance of 626.52 feet, said curve has a radius of 750.00 feet and a central angle of 47°51'44" to a point of tangent;
Thence N40°08'16" E along said tangent a distance of 827.07 feet to a point of curve;
Thence Northeasterly along the arc of a curve to the right a distance of 411.42 feet, said curve has a radius of 750.00 feet and a central angel of 31°25'49" to the center of a 65.00 foot radius cul-de-sac access and utility easement and to the point of terminus of subject centerline.
This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104,
County of Elbert, State of Colorado



WELL CONSTRUCTION AND TEST REPORT
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

For Office Use only

RECEIVED

AUG 24 1998

WATER RESOURCES
STATE ENGINEER
COLO

1. WELL PERMIT NUMBER 209382

2. OWNER NAME(S) MONARCH HOMES
Mailing Address 3144 CR 186
City, St. Zip PARKER CO 80138
Phone (303) 840-17943. WELL LOCATION AS DRILLED: SE 1/4 SW 1/4, Sec. 26 Twp. 6 S, Range 65 W
DISTANCES FROM SEC. LINES:
1100 ft. from SOUTH Sec. line. and 2100 ft. from WEST Sec. line. OR
(north or south) (east or west)
SUBDIVISION: MEADOWBROOK RANCHES LOT 8 BLOCK FILING(UNIT)
STREET ADDRESS AT WELL LOCATION:

4. GROUND SURFACE ELEVATION ft. DRILLING METHOD AIR ROTARY

DATE COMPLETED June 26, 1998 TOTAL DEPTH 400 ft. DEPTH COMPLETED 400 ft.

5. GEOLOGIC LOG:

Depth	Description of Material (Type, Size, Color, Water Location)
0 2	TOP SOIL
2 12	BROWN CLAY
12 30	YELLOW SANDY CLAY
30 40	GREEN CLAY
40 55	SAND
55 90	GREEN SHALE
90 120	SAND
120 188	GREEN CLAY
188 200	GREEN SANDY CLAY
200 217	SAND
217 222	GREEN CLAY
222 237	GRAVEL
237 260	GREEN SANDY CLAY
260 280	SAND
280 295	GRAY SHALE
295 367	SAND
367 390	GRAY SANDY CLAY
390 400	SAND

REMARKS:

6. HOLE DIAM. (in.)	From (ft)	To (ft)
8 3/4	0	20
6 3/16	20	400

7. PLAIN CASING

OD (in)	Kind	Wall Size	From(ft)	To(ft)
6 5/8	steel	.190	±1	20
4 1/2	pvc	.240	10	205
4 1/2	pvc	.240	225	265
4 1/2	pvc	.240	285	305
PERF. CASING: Screen Slot Size: 17,000th				
4 1/2	pvc	.240	205	225
4 1/2	pvc	.240	265	285
4 1/2	pvc	.240	305	400

8. FILTER PACK:

Material
Size
Interval

9. PACKER PLACEMENT:

Type
Depth

10. GROUTING RECORD:

Material Amount Density Interval Placement
cement 2 bags 12 gals 20'-7' poured

11. DISINFECTION: Type HTH Amt. Used 1 CUP

12. WELL TEST DATA: ☐ Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well Test.
TESTING METHOD AIRStatic Level 90 ft. Date/Time measured JUNE 26, 1998 4 pm, Production Rate 100 gpm.
Pumping level 120 ft. Date/Time measured JUNE 26, 1998 4 pm, Test length (hrs.) 4
Remarks

13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR PARKER DRILLING INC. Phone (303) 841-5020 Lic. No. 1120
Mailing Address 1490 E. CNTY. RD. 186 PARKER CO 80138
Name/Title (Please type or print) TOMMY E. THRASHER (OWNER)
Signature Tommy E. Thrasher
Date JUNE 26, 1998

DISTRICT COURT, WATER DIVISION 1,
COLORADO

Court Address:
Weld County Courthouse
P.O. Box 2038
Greeley, Colorado 80632

CAROL SUE WELAND, Applicant,
IN ELBERT COUNTY.

Attorneys:
Petrock & Fendel, P.C.
Carmen S. Hall, Atty. Reg. #19985
700 Seventeenth Street, Suite 1800
Denver, Colorado 80202
Telephone: (303) 534-0702

☐ COURT USE ONLY ☐

Case Number: 2003CW102

**FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE,
JUDGMENT AND DECREE,**

**IN THE NONTRIBUTARY DENVER, ARAPAHOE AND LARAMIE-FOX HILLS
AND THE NOT NONTRIBUTARY UPPER AND LOWER DAWSON AQUIFERS**

This claim for nontributary and not nontributary ground water and approval of plan for augmentation, having been filed on February 28, 2003, and all matters contained in the application having been reviewed, and testimony having been taken where such testimony is necessary, and such corrections made as are indicated by the evidence presented herein, the following is hereby the Ruling of the Referee:

FINDINGS OF FACT

1. Name, address, and telephone number of Applicant:

Carol Sue Weland
43248 Meadowbrook Circle
Parker, Colorado 80138
(303) 840-6511

2. Objection: No statements of opposition were filed and the time for filing such statements has expired.

3. Subject matter jurisdiction: Timely and adequate notice of the application was published as required by statute, and the Court has jurisdiction over the subject matter of this proceeding and over the parties affected hereby, whether they have appeared or not.

APPROVAL OF GROUND WATER RIGHTS

4. Aquifers and location of ground water: Applicant seeks a decree for rights to all ground water recoverable from the not nontributary Upper and Lower Dawson and nontributary Denver, Arapahoe and Laramie-Fox Hills aquifers underlying approximately 35 acres of land, being Meadow Brook Ranches, Tract 8, which is generally located in part of the S1/2 of Section 26, T6S, R65W of the 6th P.M., as described and shown on Attachment A hereto ("Subject Property"). The Subject Property is not located within the boundaries of a designated ground water basin.

5. Well locations, pumping rates and annual amounts: The ground water may be withdrawn at rates of flow necessary to efficiently withdraw the amounts decreed herein. Applicant may withdraw the subject groundwater through wells to be located at any location on the Subject Property, including an existing well completed into the Upper Dawson aquifer as permitted in Well Permit No. 209382, which shall be repermited to operate pursuant to the augmentation plan requested below. Applicant hereby waives any 600 foot spacing rule as described in Section 37-90-137(2), C.R.S. for wells located on the Subject Property, but must satisfy Section 37-90-137(4), C.R.S., for wells owned by others on adjacent properties. The following average annual amounts are available for withdrawal subject to the Court's retained jurisdiction in this matter.

<u>Aquifer</u>	<u>Saturated Thickness</u>	<u>Annual Amount</u>
Upper Dawson	140 feet	9.0 acre-feet(NNT)
Lower Dawson	65 feet	4.6 acre-feet(NNT)
Denver	375 feet	22.3 acre-feet(NT)
Arapahoe	240 feet	14.3 acre-feet(NT)
Laramie-Fox Hills	213 feet	11.2 acre-feet(NT)

The amounts conform with the values and amounts referenced in the State Engineer's Determination of Facts dated May 5, 2003.

6. Proposed use: The water withdrawn from the subject aquifers will be used, reused, successively used, leased, sold, or otherwise disposed of for the following beneficial purposes: domestic, industrial, commercial, irrigation, livestock watering, recreational, fish and wildlife, and fire protection uses. Said water will be produced for immediate application to said uses, both on and off the property, for storage and subsequent application to said uses, for exchange purposes, for replacement of depletions resulting from the use of water from other sources, and for augmentation purposes.

7. Final average annual amounts of withdrawal:

A. Final determination of the applicable average saturated sand thicknesses and resulting average annual amounts available to Applicant will be made pursuant to the retained jurisdiction of this Court, as described in paragraph 23 below. The Court shall use the acre-foot amounts in paragraph 5 herein in the interim period, until a final determination of water rights is made.

B. The allowed annual amount of ground water which may be withdrawn through the wells specified above and any additional wells, pursuant to Section 37-90-137(10), C.R.S., may exceed the average annual amount of withdrawal, as long as the total volume of water withdrawn through such wells and any additional wells therefor subsequent to the date of this decree does not exceed the product of the number of years since the date of the issuance of any well permits or the date of this Decree, whichever is earliest in time, multiplied by the average annual amount of withdrawal, as specified above or as determined pursuant to the retained jurisdiction of the Court. However, amounts set forth in well permits will not be exceeded.

8. Source of ground water and limitations on consumption:

A. The ground water to be withdrawn from the Denver, Arapahoe and Laramie-Fox Hills aquifers is nontributary ground water as described in Section 37-90-103(10.5), C.R.S., and in the Denver Basin Rules, the withdrawal of which will not, within 100 years, deplete the flow of a natural stream, including a natural stream as defined in Section 37-82-101(2) and Section 37-92-102(1)(b), C.R.S., at an annual rate greater than 1/10 of 1% of the annual rate of withdrawal. The ground water to be withdrawn from the Upper and Lower Dawson aquifers is not nontributary as described in Section 37-90-103(10.7) and Section 37-90-137(9)(c), C.R.S., and the Upper Dawson aquifer ground water decreed herein may be withdrawn pursuant to the augmentation plan decreed herein.

B. Applicant may not consume more than 98% of the annual quantity of water withdrawn from the nontributary aquifers. The relinquishment of 2% of the annual amount of water withdrawn to the stream system, as required by the Denver Basin Rules effective January 1, 1986, may be satisfied by any method selected by the Applicant and satisfactory to the State Engineer, so long as Applicant can demonstrate that an amount equal to 2% of such withdrawals (by volume) has been relinquished to the stream system.

C. There is unappropriated ground water available for withdrawal from the subject aquifers beneath the Subject Property, and the vested water rights of others will not be materially injured by such withdrawals as described herein. Withdrawals hereunder are allowed on the basis of an aquifer life of 100 years, assuming no substantial artificial recharge within 100 years. No material injury to vested water rights of others will result from the issuance of permits for wells which will withdraw not nontributary and nontributary ground water or the exercise of the rights and limitations specified in this Decree.

9. Additional wells and well fields:

A. Applicant may construct additional and replacement wells in order to maintain levels of production, to meet water supply demands or to recover the entire amount of ground water in the subject aquifers underlying the Subject Property. As additional wells are planned, applications shall be filed in accordance with Section 37-90-137(10), C.R.S.

B. Two or more wells constructed into a given aquifer shall be considered a well field. In effecting production of water from such well field, Applicant may produce the entire amount which may be produced from any given aquifer through any combination of wells within the well field.

C. In considering applications for permits for wells or additional wells to withdraw the ground water which is the subject of this Decree, the State Engineer shall be bound by this Decree and shall issue said permits in accordance with provisions of Section 37-90-137(10), C.R.S.

D. In the event that the allowed average annual amounts decreed herein are adjusted pursuant to the retained jurisdiction of the Court, Applicant shall obtain permits to reflect such adjusted average annual amounts. Subsequent permits for any wells herein shall likewise reflect any such adjustment of the average annual amounts decreed herein.

E. The water in the Upper and Lower Dawson aquifers is not nontributary and up to 3 acre-feet per year and no more than 900 acre-feet total of water from the Upper Dawson aquifer may be withdrawn pursuant to the augmentation plan decreed herein.

APPROVAL OF PLAN FOR AUGMENTATION

10. Approval of plan for augmentation:

A. Water to be augmented: Up to 3 acre-feet per year for a 300 year period of not nontributary Upper Dawson aquifer ground water as decreed herein.

B. Water to be used for augmentation: Return flows associated with use of the not nontributary Upper Dawson and return flows or direct discharge of nontributary ground water decreed herein.

C. Development and Consumptive Use: The subject Upper Dawson aquifer ground water will be used to serve up to three residential lots through individual wells, including the existing well, on the Subject Property at rates of flow of 15 gpm. Each well will be limited to an annual amount of 1 acre-foot per year for 300 years for inhouse use (0.5 acre-feet), irrigation/limited to 7000 square-feet of lawn, garden, and trees (0.4 acre-feet), and stockwatering of 8 large domestic animals (0.1 acre-feet). Sewage treatment for inhouse use will be provided by a non-evaporative septic system. Before any other type of sewage treatment is

proposed in the future, including incorporation of the lots into a central sewage collection and treatment system, Applicant, or successors and assigns, will amend this decree prior to such change and thereby provide notice of the proposed change to other water users by publication procedures required by then existing law. Consumptive use associated with in-house use will be approximately 10% of that use and consumptive use from irrigation use will be approximately 90% of that use. Stockwatering uses will be considered to be 100% consumptively used.

D. Replacement during pumping: During pumping of the Upper Dawson ground water for 300 years, Applicant will replace actual depletions to the affected stream in an amount of water equal to the actual depletions pursuant to Section 37-90-137(9)(c), C.R.S. In the 300th year, the total depletion to the South Platte River stream system from withdrawals from the Upper Dawson aquifer is approximately 4.8% of the amount withdrawn or 0.144 acre feet. (Actual depletion after 100 years of pumping is only 0.42% of the annual amount withdrawn or 0.013 acre-feet). Based on the uses described above, Applicant estimates that approximately 1.47 acre-feet per year will return to the South Platte River stream system. Such return flows accrue to the South Platte River system via Coal Creek, and those return flows are sufficient to replace actual depletions caused by pumping of up to 3 acre-feet per year for 300 years from the Upper Dawson aquifer while the wells are being pumped. Because return flows from all uses are estimated rather than measured, Applicant agrees that such return flows shall be used only to replace depletions under this plan for augmentation and will not be sold, traded, or assigned in whole or in part for any other purpose.

E. Post-pumping Depletion Augmentation: Assuming maximum pumping of 3 acre-feet per year for 300 years from the Upper Dawson aquifer the maximum depletion to the South Platte River stream system from pumping of the Upper Dawson aquifer will be 8.9% or 0.27 acre-feet in the 620th year. Applicant will reserve 3 acre-feet per year and 900 acre-feet total of the nontributary Laramie-Fox Hills aquifer water decreed herein for use in this plan. The Court retains continuing jurisdiction in this matter to determine if the supply is adequate.

F. Applicant shall replace post-pumping depletions for the shortest of the following periods: the period provided by Section 37-90-137(9)(c), C.R.S.; the expressed period specified by the Colorado Legislature, should it specify one and providing the Applicant obtains Water Court approval for such modification; the period determined by the State Engineer, should he choose to set such a period and have jurisdiction to do so; the period established through rulings of the Colorado Supreme Court on relevant cases, or until Applicant petitions the Water Court and after notice to parties in the case and the State Engineer's Office and proves that they have complied with any statutory requirement.

11. Applicant shall pay the cost imposed by operation of this augmentation plan and shall be responsible for all interest, rights and responsibilities in and under this plan for augmentation. Failure of Applicant to comply with the terms of the decree may result in an order of the Division Engineer's office to curtail or eliminate pumping of the well. This decree shall be recorded in the real property records of Elbert County so that a title examination of the property, or any part thereof, shall reveal to all future purchasers the existence of this decree.

12. Administration of plan for augmentation:

A. Applicant shall report to the Division Engineer for Water Division 1 upon request, a summary of the annual withdrawals of the subject well on an accounting form acceptable to the Division Engineer.

B. All withdrawals which are the subject of this decree will be metered.

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

D. The Applicant at the direction of the Division Engineer, shall make post-pumping replacements to the South Platte River stream system via Coal Creek pursuant to the amounts referenced on the depletion curve attached hereto on Attachment B.

13. Retained jurisdiction for plan for augmentation:

A. Pursuant to Section 37-92-304(6), C.R.S., the Court retains continuing jurisdiction over the plan for augmentation decreed herein for reconsideration of the question whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others. The Court also has jurisdiction for the purposes of determining compliance with the terms of the augmentation plan.

B. Any person seeking to invoke the retained jurisdiction of the Court shall file a verified petition with the Court. The petition to invoke retained jurisdiction or to modify the Decree shall set forth with particularity the factual basis and the requested decretal language to effect the petition. The party lodging the petition shall have the burden of going forward to establish prima facie facts alleged in the petition. If the Court finds those facts to be established, Applicant shall thereupon have the burden of proof to show: (1) that any modification sought by Applicant will avoid injury to other appropriators, or (2) that any modification sought by Objector is not required to avoid injury to other appropriators, or (3) that any term or condition proposed by Applicant in response to the Objector's petition does avoid injury to other appropriators.

C. The Court retains jurisdiction for the purpose of determining whether the continued reservation of the nontributary water for use on the Subject Property is required. After notice to the State Engineer's Office, if Applicant can demonstrate to the Court that post-pumping depletions need no longer be replaced, the Court may remove the requirement that the nontributary water must be reserved.

CONCLUSIONS OF LAW

14. The Water Court has jurisdiction over this proceeding pursuant to Section 37-90-137(6), C.R.S. This Court concludes as a matter of law that the application herein is one contemplated by law. Section 37-90-137(4), C.R.S. The application for a decree confirming Applicant's right to withdraw and use all unappropriated ground water from the nontributary aquifers beneath the property as described herein pursuant to Section 37-90-137(4), C.R.S., should be granted, subject to the provisions of this decree. The application for a decree confirming Applicant's right to withdraw and use all ground water decreed herein from the Upper Dawson aquifer should be granted pursuant to Section 37-90-137(4) and (9)(c), C.R.S., subject to the provisions of this decree. The withdrawal of up to 3 acre-feet per year for 300 years and no more than 900 acre-feet total of the Upper Dawson aquifer in accordance with the terms of this decree will not result in material injury to vested water rights of others. Applicant will not withdraw the Lower Dawson aquifer groundwater decreed herein until such time as an augmentation plan is approved by this court in a separate case.

15. This plan for augmentation satisfies the requirements of Section 37-90-137(9)(c), C.R.S., for replacement of actual depletions to the affected stream systems for withdrawals of the Upper Dawson aquifer water.

JUDGMENT AND DECREE

The Findings of Fact and Conclusions of Law set forth above are hereby incorporated into the terms of this Ruling and Decree as if the same were fully set forth herein.

16. Full and adequate notice of the application was given, and the Court has jurisdiction over the subject matter and over the parties whether they have appeared or not.

17. The Applicant may withdraw the subject ground water herein through wells to be located anywhere on the Subject Property, including the existing well pursuant to paragraph 5 above, in the average annual amounts and at the estimated average rates of flow specified herein, subject to the limitations herein and the retained jurisdiction by this Court.

18. Applicant may withdraw up to 3 acre-feet per year for 300 years and no more than 900 acre-feet total of not nontributary ground water from the Upper Dawson aquifer under the plan for augmentation decreed herein pursuant to Section 37-90-137(9)(c), C.R.S.

19. Applicant has complied with all requirements and met all standards and burdens of proof, including but not limited to Sections 37-90-137(9)(c), 37-92-103(9), 37-92-302, 37-92-304(6), 37-92-305(1), (2), (3), (4), (6), (8), (9), C.R.S., to adjudicate its plan for augmentation and are therefor entitled to a decree confirming and approving their plan for augmentation as described in the findings of fact.

20. Pursuant to Section 37-92-305(5), C.R.S., the replacement water herein shall be of a quality so as to meet the requirements for which the water of the senior appropriator has

normally used.

21. The proposed plan for augmentation as described in the findings of fact is hereby approved, confirmed, and adjudicated, including and subject to the terms and conditions specified herein.

22. No owners of or person entitled to use water under a vested water right or decreed conditional water right will be injured or injuriously affected by the operation of the plan for augmentation as decreed herein.

23. Retained Jurisdiction:

A. The Court retains jurisdiction as necessary to adjust the average annual amounts of ground water available under the property to conform to actual local aquifer characteristics as determined from adequate information obtained from wells, pursuant to Section 37-92-305(11), C.R.S. Within 60 days after completion of any well decreed herein or any test hole(s), Applicant or any successor in interest to these water rights shall serve copies of such log(s) upon the State Engineer.

B. At such time as adequate data is available, any person, including the State Engineer, may invoke the Court's retained jurisdiction to make a Final Determination of Water Right. Within four months of notice that the retained jurisdiction for such purpose has been invoked, the State Engineer shall use the information available to him to make a final determination of water rights findings. The State Engineer shall submit such finding to the Water Court and the Applicant.

C. If no protest to such finding is made within 60 days, the Final Determination of Water Rights shall be incorporated into the decree by the Water Court. In the event of a protest, or in the event the State Engineer makes no determination within four months, such final determination shall be made by the Water Court after notice and hearing.

24. Continuing Jurisdiction:

Pursuant to Section 37-92-304(6), C.R.S., the Court retains continuing jurisdiction over the plan for augmentation decreed herein for reconsideration of the question of whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others. The Court also retains continuing jurisdiction for the purpose of determining compliance with the terms of the augmentation plan.

RULING ENTERED this ____ day of _____, 2003.

Raymond S. Liesman

Water Referee
Water Division 1

THE COURT DOTH FIND THAT NO PROTEST TO THE RULING OF THE
REFEREE HAS BEEN FILED. THE FOREGOING RULING IS CONFIRMED AND
APPROVED AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Date: _____

Roger A. Klein
Water Judge
Water Division 1

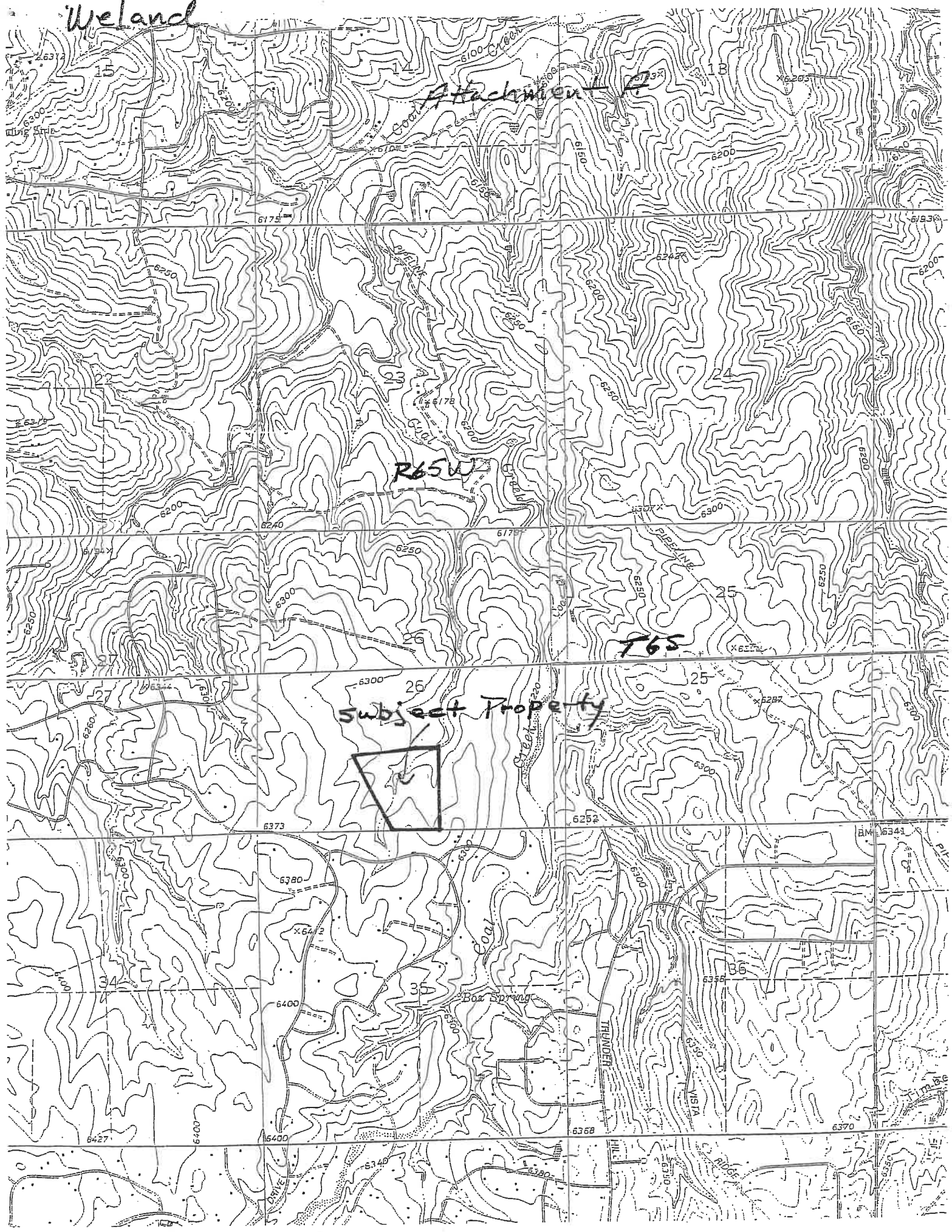
Weland

Attachment A

R65W

T6S

subject Property



Weland

A tract of land situated in the south 1/3 of Section 26, Township 6 South, Range 65 West of the 6th Principal Meridian, Elbert County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Section 26 and considering the South line of said Section 26 to bear N 89°56'51"E with all bearings contained herein relative thereto;

Thence N 89°56'51" E along said South line a distance of 2298.48 feet to the true point of beginning;

Thence N 89°56'51" E along said South line a distance of 753.40 feet;

Thence N 0°05'34" W a distance of 1440.46 feet;

Thence N 48°12'55" W a distance of 357.38 feet;

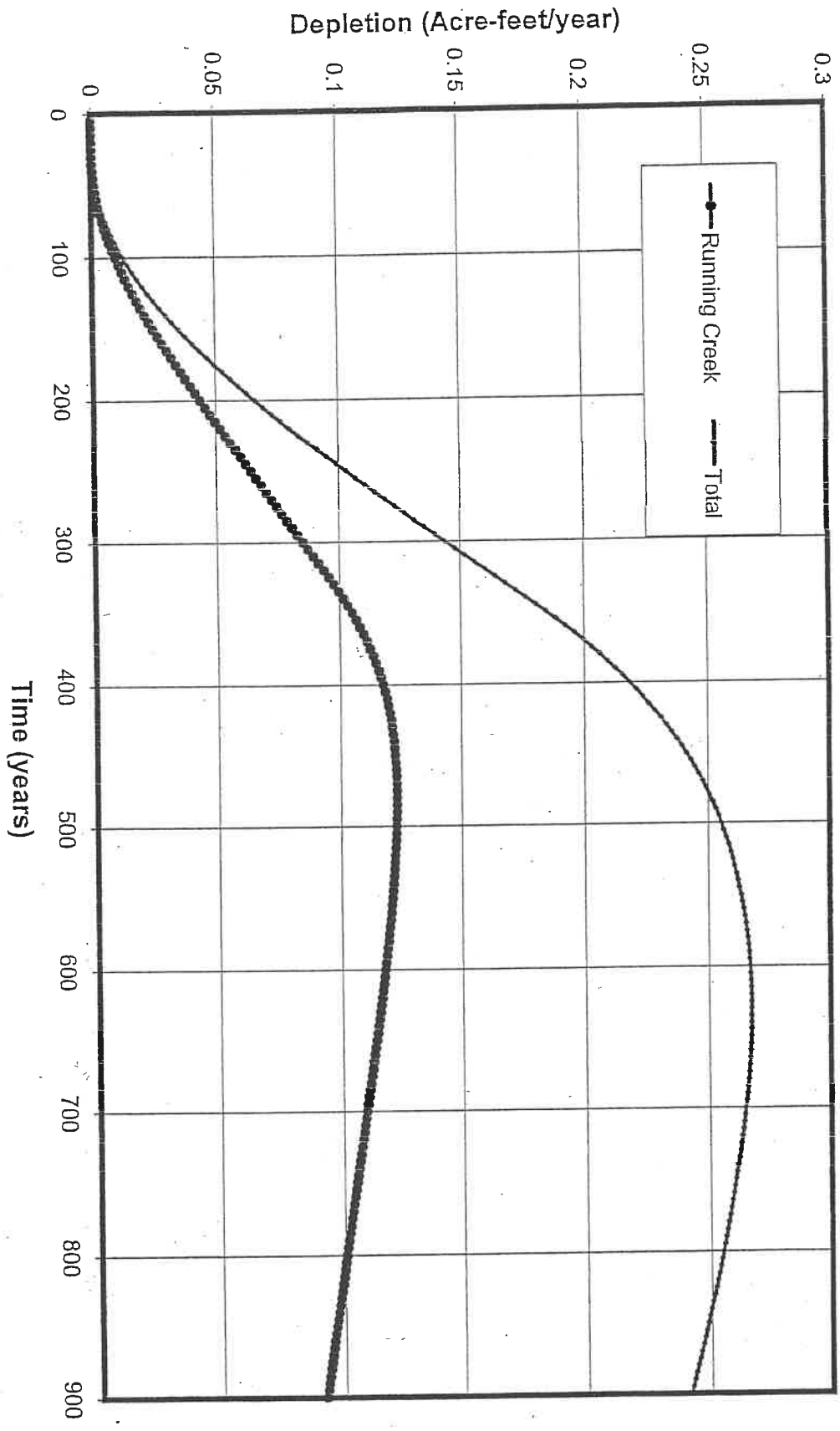
Thence S 85°02'24" W a distance of 1008.67 feet;

Thence S 23°57'14" E a distance of 1503.95 feet to the point of beginning;

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.

Attachment B

Stream Depletion - Case No. 2003CW102, Div. 1
Upper Dawson Aquifer - Model No. DA01



- A. Inhouse Demand: 0.5 acre-feet per year
- B. Irrigation Demand: 0.4 acre-feet per year limited to irrigation of 7000 square feet of home lawn or garden
- C. Stockwatering Demand: 0.1 acre-feet per year for watering of 8 large domestic animals

Total demand for the three lots will be 3 acre-feet per year for each 100 year period (300 acre-feet total) and 9 acre-feet per year for the 300 year period (900 acre-feet total).

USE OF UPPER DAWSON AQUIFER WATER

Also and based on a saturated thickness of approximately 145 feet, there is approximately 10 acre-feet per year of not nontributary Upper Dawson aquifer groundwater available underlying the Subject Property, which includes the water associated with Well Permit No. 209382, which is constructed into the Upper Dawson aquifer. Applicant understands that the State cannot approve use of the Upper Dawson aquifer water, including continued use of the existing well, until an augmentation plan to allow that use has been approved by the Water Court. However, Applicants reserve the right to use Upper Dawson aquifer wells to serve the four lots, including continued use of the existing well, at such time that an augmentation plan for this purpose has been approved by the Water Court. At that time, Applicants will request that the State Engineer's Office provide the county with a revised finding approving use of the Upper Dawson aquifer water pursuant to the final decree, as the final source of supply for the four lots.

WATER SUPPLY SUFFICIENCY

The amount of water in the nontributary Denver aquifer underlying the Subject Property is sufficient to provide inhouse use, irrigation, and stockwatering use on the three lots for a 300 year period.

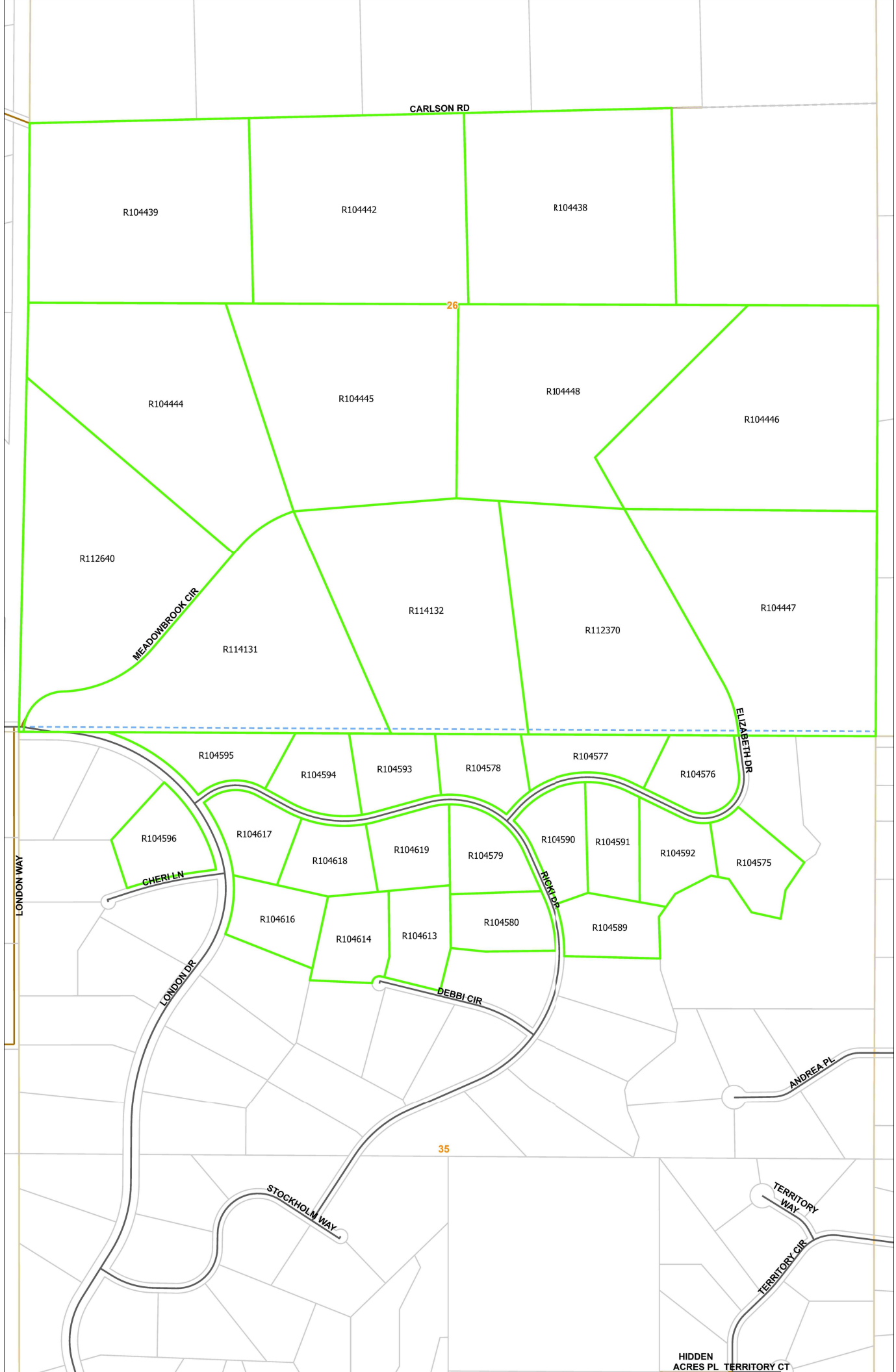
If you have any questions or comments, please feel free to call me or Gary Crosby of this office.

Sincerely,

Carmen S. Hall
Carmen S. Hall *ygtc*

CSH:gjc
enclosure
cc: Carol Sue Weland

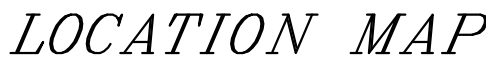
Parcel ID	Account	Location Address	City	State	Zip	Owner	Care of	Address	City	State	Zip
6535101019	R104591	1682 ELIZABETH DR	PARKER	CO	80138	ALLEN ERIN KELLI		1682 ELIZABETH DR	PARKER	CO	80138
6535101007	R104579	42681 RICKI DR	PARKER	CO	80138	BARBIER TYREL	DESERSA SUSANNA	42681 RICKI DR	PARKER	CO	80138
6535201027	R104619	42765 RICKI DR	PARKER	CO	80138	BIRKS MICHAEL L	BIRKS PATRICIA M	42765 RICKI DR	PARKER	CO	80138
6535101005	R104577	1603 ELIZABETH DR	PARKER	CO	80138	BLANCHARD MICHAEL F	ALGER JANICE	1603 ELIZABETH DR	PARKER	CO	80138
6535101006	R104578	42718 RICKI DR	PARKER	CO	80138	BLANCHARD MICHAEL F	ALGER JANICE	1603 ELIZABETH DR	PARKER	CO	80138
6526400112	R104448	2151 ELIZABETH DR	PARKER	CO	80138	BOEHM JEANINE		2151 ELIZABETH DR	PARKER	CO	80138-4730
6526400100	R104447	2082 ELIZABETH DR	PARKER	CO	80138	CAMPOS LUIS		2082 ELIZABETH DR	PARKER	CO	80138-4744
6535201025	R104617	42929 RICKI DR	PARKER	CO	80138	CASEY MARGARET M		42894 LONDON DRIVE	PARKER	CO	80138
6535201021	R104613	1453 DEBBI CIR	PARKER	CO	80138	CLARY HOLDINGS LLC		4718 DESPERADO WAY	PARKER	CO	80134-5284
6526400099	R104446	2174 ELIZABETH DR	PARKER	CO	80138	CONFIDENTIAL ACCOUNT					
6535101004	R104576	1967 ELIZABETH DR	PARKER	CO	80138	COX F HOLLAND III	COX PAMELA A	1967 ELIZABETH DR	PARKER	CO	80138-4703
6535201001	R104593	42812 RICKI DR	PARKER	CO	80138	DANOVICH JOHN CHRISTOPHER	DANOVICH AKELA DAWN	42812 RICKI DR	PARKER	CO	80138
6535201002	R104594	42894 RICKI DR	PARKER	CO	80138	DEBRA L SMITH TRUST		42894 RICKI DRIVE	PARKER	CO	80138
6526100089	R104438	1764 CARLSON RD	PARKER	CO	80138	DONNA L CARY LIVING TRUST	MARVIN H CARY LIVING TRUST	1764 CARLSON ROAD	PARKER	CO	80138-4440
6535101008	R104580	42603 RICKI DR	PARKER	CO	80138	GARRETT KIMBERLY		42603 RICKI DR	PARKER	CO	80138
6535201003	R104595	42946 LONDON DR	PARKER	CO	80138	GRAVES WAYNE R		42946 LONDON DRIVE	PARKER	CO	80138
6526300127	R112640	43185 MEADOWBROOK CIR	PARKER	CO	80138	HARPER DAVID E	HARPER MARCY J	43185 MEADOWBROOK CIR	PARKER	CO	80138
6535101020	R104592	1776 ELIZABETH DR	PARKER	CO	80138	HARRIS GREGORY H	HARRIS LISA L	1776 ELIZABETH DR	PARKER	CO	80138
6535201004	R104596	42891 LONDON DR	PARKER	CO	80138	HOWERY RICHARD G	HOWERY DEANNA S	42891 LONDON DR	PARKER	CO	80138
6526200076	R104439	1310 CARLSON RD	PARKER	CO	80138	JACOBS PATRICIA		1310 CARLSON RD	PARKER	CO	80138
6526300111	R104445	43369 MEADOWBROOK CIR	PARKER	CO	80138	JONES JOHN STEVEN	HELTON ATIEH VICTORIA	43369 MEADOWBROOK CIR	PARKER	CO	80038
6526300136	R114131	43156 MEADOWBROOK CIR	PARKER	CO	80138	KREUTZER SUSAN L		43156 MEADOWBROOK CIR	PARKER	CO	80138
6535101003	R104575	1884 ELIZABETH DR	PARKER	CO	80138	LOVEGROVE THOMAS B	LOVEGROVE KRISTEN K	1884 ELIZABETH DR	PARKER	CO	80138
6526400125	R112370	2059 ELIZABETH DR	PARKER	CO	80138	MAHONEY ANN	LOUGH BEN	2059 ELIZABETH DRIVE	PARKER	CO	80138
6535201022	R104614	1425 DEBBI CIR	PARKER	CO	80138	MELBARDIS LINDA		1425 DEBBI CIR	PARKER	CO	80138
6535201024	R104616	42842 LONDON DR	PARKER	CO	80138	ODONNELL SALLY		42842 LONDON DR	PARKER	CO	80138
6535101018	R104590	1598 ELIZABETH DR	PARKER	CO	80138	RAMOS ISAAC M		1598 ELIZABETH DR	PARKER	CO	80138-4704
6526300101	R104444	43277 MEADOWBROOK CIR	PARKER	CO	80138	SAHRAOUI HADJIRA	C/O NADIA GATCHELL	43277 MEADOWBROOK CIR	PARKER	CO	80138
6535201026	R104618	42847 RICKI DR	PARKER	CO	80138	TAYLOR DAVID JR	TAYLOR LORI A	42847 RICKI DR	PARKER	CO	80138-4710
6526300137	R114132	43248 MEADOWBROOK CIR	PARKER	CO	80138	VAIL JENA E	AGUIRRE HUBERT B JR	43248 MEADOWBROOK CIR	PARKER	CO	80138-4467
6526200084	R104442	1572 CARLSON RD	PARKER	CO	80138	VANCIL FAMILY LIVING TRUST		7313 S IVY WAY	CENTENNIAL	CO	80112
6535101017	R104589	42600 RICKI DR	PARKER	CO	80138	WHITFIELD JR STEVEN DAVID	ESPINOZA JOLENE R	42600 RICKI DRIVE	PARKER	CO	80138



LOCATED IN THE SOUTH ONE-HALF OF SECTION 26,
TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ELBERT, STATE OF COLORADO

CWC
9000 TEDDY LANE, SUITE #203
LOVE TREE, COLORADO 80124
TELEPHONE: 303-395-2700
FAX: 303-395-2701

CWC CONSULTING GROUP
CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION SERVICES



LEGAL DESCRIPTION

OWNERS

APPLICANT REPRESENTATIVE

ZONING

SURVEYOR

APPLICABILITY STATEMENT

STANDARD FLEXIBILITY STATEMENT

CLERK AND RECORDER'S CERTIFICATE

FIRE PROTECTION DISTRICT

FIRE MARSHAL – RATTLESNAKE FIRE PROTECTION DISTRICT

*ELBERT COUNTY COMMUNITY
AND DEVELOPMENT SERVICES*

PLANNING COMMISSION

APPROVAL OF COUNTY COMMISSIONERS

CHAIR, BOARD OF COUNTY COMMISSIONERS

VAIL AGUIRRE REZONE EXHIBIT

SHOWING
43248 MEADOWBROOK CIRCLE
ELBERT COUNTY, COLORADO
SHEET 1 - COVER PAGE AND NOTES

DRAFTED: JFC/JDC

DATE:	JOB NO.
07 / 04 / 2000	120-00496

REPAIRED FOR:
JENA VAIL

SHEET NO.
1 OF 2 SHEETS

VAIL AGUIRRE
REZONE EXHIBIT

CASE NO.RZ-2026-000X

LOCATED IN THE SOUTH ONE-HALF OF SECTION 26,
TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ELBERT, STATE OF COLORADO

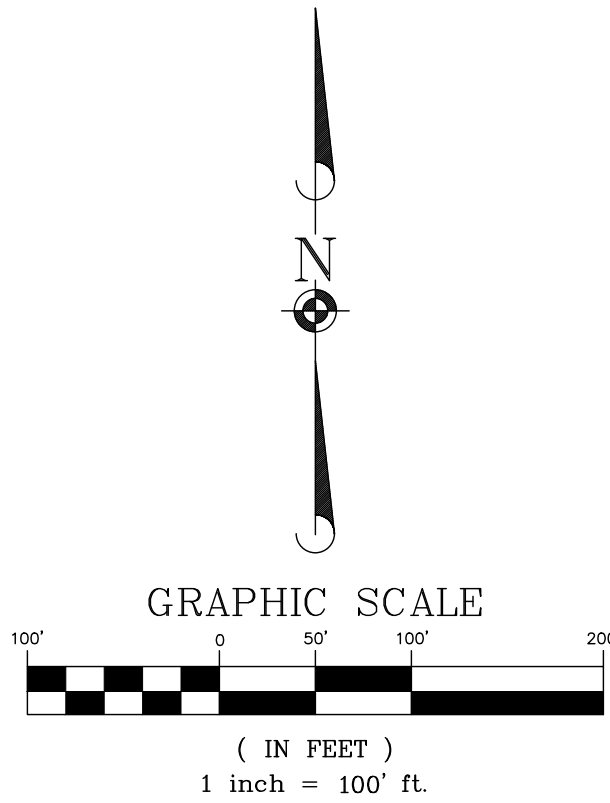


DATE	BY	REVISION
XX/XX/XX	XXX	

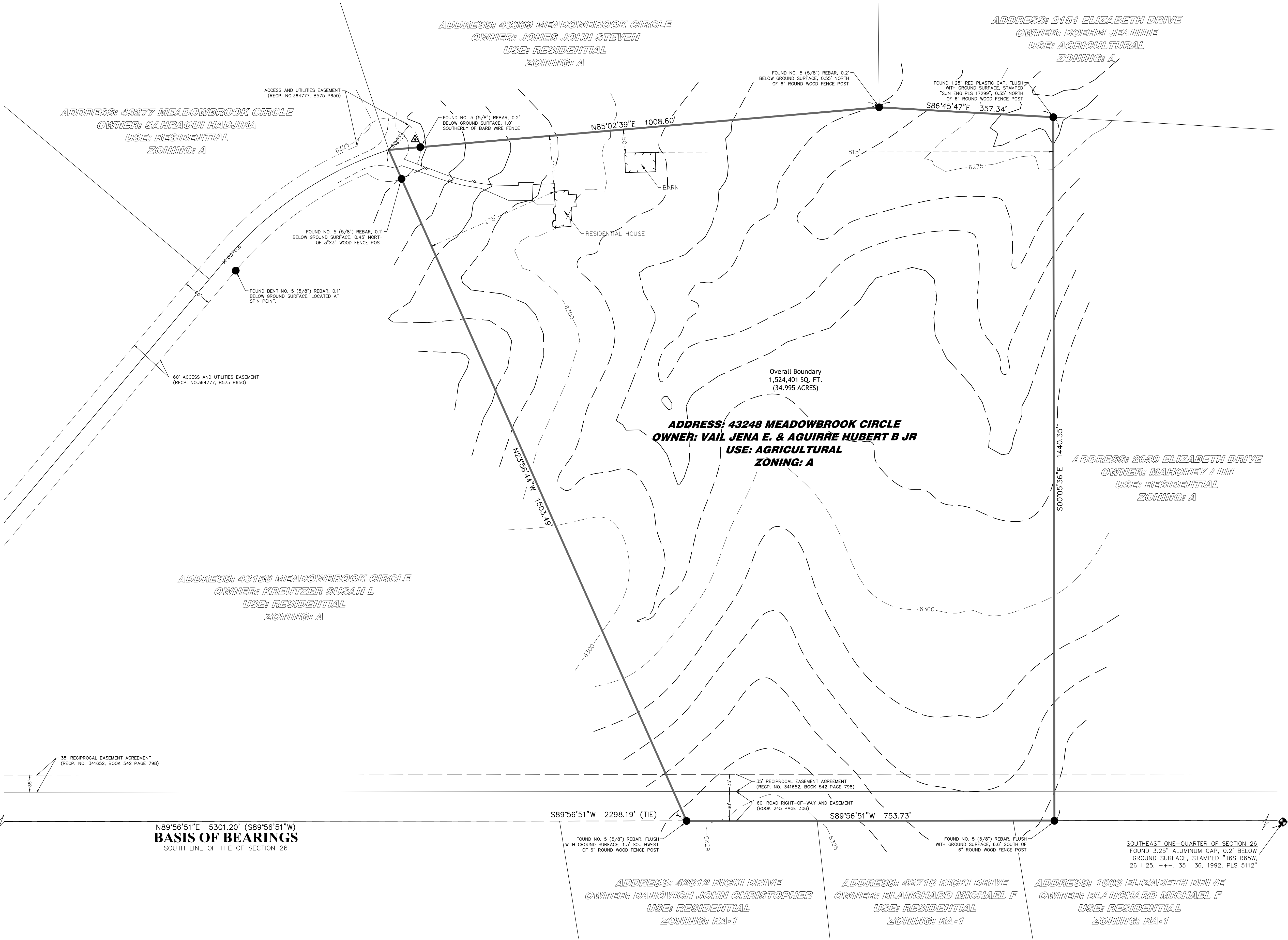
VAIL AGUIRRE REZONE EXHIBIT
SHOWING
43248 MEADOWBROOK CIRCLE
ELBERT COUNTY, COLORADO
SHEET 2- BOUNDARY AND EXCEPTIONS

JEC/EDC	EDC
DATE: 03/XX/2026	JOB NO. 120-00496
SURVEY PREPARED FOR: JENA VAIL	

SHEET NO.
2 OF 2 SHEETS



- LEGEND**
- PROJECT CONTROL POINT
 - FOUND MONUMENT AS NOTED:
NOTE: BEARING AND DISTANCE, IF LISTED, IS FROM THE BOUNDARY CORNER TO THE FOUND MONUMENT.
 - SET 18" LONG NO. 5 REBAR WITH 1.25" PPC, STAMPED "CWC CG INC, PLS 37890" OR 1" BRASS TAG & ALUMINUM NAIL, STAMPED "MG LLC, LS 37890"
 - FOUND PLSS MONUMENT AS NOTED
 - FOUND CHISELED CROSS
 - FOUND CUT "X"
 - FOUND RANGE POINT/CENTERLINE MONUMENT AS NOTED
 - BOUNDARY LINE
 - SECTION/ALIQUOT LINE
 - RIGHT-OF-WAY LINE
 - CENTER/RANGE LINE
 - TRACT/LOT LINE
 - EASEMENT LINE
 - BARBED-WIRE FENCE
 - WOOD FENCE
 - WROUGHT-IRON FENCE
 - FENCE DIMENSION.
NOTE: LABEL POSITION IS BASED ON THE FENCE LOCATION RELATIVE TO THE BOUNDARY LINE. DIMENSION INSIDE BOUNDARY LINE MEANS THE FENCE IS INSIDE THE BOUNDARY LINE.
YPC = YELLOW PLASTIC CAP
RPC = RED PLASTIC CAP
PPC = PINK PLASTIC CAP
ESMT. = EASEMENT
R.O.W. = RIGHT OF WAY
BK. , PG. = BOOK , PAGE
RECP. NO. = RECEPTION NUMBER



T:\JOB\1-20 Survey\120-00496-43248 Meadowbrook Circle-MSP\Fig\120-00496-RZL.DWG Date:03/05/26 10:26a escaron



STATEMENT OF TAXES DUE

Account Number R114132

Parcel 6526300137

Assessed To

VAIL JENA E
43248 MEADOWBROOK CIR
PARKER, CO 80138-4467

Legal Description

Situs Address

Section: 26 Township: 6 Range: 65Subdivision: MEADOWBROOK RANCH Lot: 8

43248 MEADOWBROOK CIR

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2025	\$4,850.88	\$0.00	\$0.00	(\$2,425.44)	\$2,425.44
Total Tax Charge					\$2,425.44
First Half Due as of 03/25/2026					\$0.00
Second Half Due as of 03/25/2026					\$2,425.44

Tax Billed at 2025 Rates for Tax Area 0009 - DO CO SCHL-RATTLESNAKE FIRE-KIOWA SOIL

Authority	Mill Levy	Amount	Values	Actual	Assessed
ELBERT COUNTY GENERAL	17.0200000	\$893.05	AG-GRAZING LAND	\$1,015	\$270
ELBERT COUNTY ROAD AND BRID	9.5000000	\$498.47	FARM/RANCH RESIDENCE- IMPS	\$717,800	\$44,860
ELBERT COUNTY SOCIAL SERVIC	0.7940000	\$41.66	OTHER BLDGS.- AGRICULTURAL	\$27,200	\$7,340
ELBERT COUNTY RETIREMENT	0.9960000	\$52.26			
RATTLESNAKE FIRE PROTECTION	11.0610000	\$580.37			
ELBERT COUNTY LIBRARY	2.5620000	\$134.43	Total	\$746,015	\$52,470
Taxes Billed 2025	41.9330000	\$2,200.24			

Tax Billed at 2025 Rates for Tax Area 0009 - DO CO SCHL-RATTLESNAKE FIRE-KIOWA SOIL

Authority	Mill Levy	Amount	Values	Actual	Assessed
DOUGLAS COUNTY SCHOOL GENER	39.7520000	\$2,314.36	AG-GRAZING LAND	\$1,015	\$270
DOUGLAS COUNTY SCHOOL BOND	5.7760000	\$336.28	FARM/RANCH RESIDENCE- IMPS	\$717,800	\$50,610
			OTHER BLDGS.- AGRICULTURAL	\$27,200	\$7,340
Taxes Billed 2025	45.5280000	\$2,650.64	Total	\$746,015	\$58,220

This is your Statement of Taxes Due for 2025 taxes due in 2026. Full payment is due on 4-30-26. First half payment is due 2-28-26 and second half is due 06-15-26. Prior year taxes need to be paid in Certified Funds. Current taxes can now be paid online at www.elbertcounty-co.gov. Please include the account number with your payment. Due dates that fall on Friday, weekend or holiday will be due the next regular business day. If you have questions, feel free to call 303-621-3120. Make payment to:

Elbert County Treasurer
PO Box 67
Kiowa CO 80117

Account	As of Date	Parcel Number	Owner
R114132	02/25/2026	6526300137	VAIL JENA E
Legal:	Section: 26 Township: 6 Range: 65Subdivision: MEADOWBROOK RANCH Lot: 8		
Situs	43248 MEADOWBROOK CIR		
Address:			
Year		Tax	Total Due
2025		\$2,425.44	\$2,425.44
Total		\$2,425.44	\$2,425.44



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **K70892990**

Date: **02/20/2026**

Property Address: **43248 MEADOWBROOK CIRCLE, PARKER, CO 80138**

For Closing Assistance

Kari Jurczewsky
20 NORTH WILCOX STREET,
SUITE 105
CASTLE ROCK, CO 80104
(303) 660-2890 (Work)
(303) 393-4831 (Work Fax)
kjurczewsky@ltgc.com
Contact License: CO273456
Company License: CO44565

Closing Processor

Kayla Osborn
20 NORTH WILCOX STREET,
SUITE 105
CASTLE ROCK, CO 80104
(303) 660-2883 (Work)
(303) 393-4712 (Work Fax)
kosborn@ltgc.com
Company License: CO44565

Closing Processor

Paige Campbell
20 NORTH WILCOX STREET,
SUITE 105
CASTLE ROCK, CO 80104
(303) 660-2886 (Work)
pcampbell@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Residential Title Team
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4141 (Work)
(303) 393-4823 (Work Fax)
response@ltgc.com
Company License: CO44565

Seller/Owner

JENA E. VAIL
Delivered via: Electronic Mail

Agent for Seller

ENGEL & VOELKERS CASTLE PINES
Attention: JENA VAIL
310 WILCOX ST.
CASTLE ROCK, CO 80104
(719) 240-7212 (Cell)
jenavail@hotmail.com
Delivered via: Electronic Mail

Seller/Owner

HUBERT B. AGUIRRE, JR.
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: K70892990

Date: 02/20/2026

Property Address: 43248 MEADOWBROOK CIRCLE, PARKER, CO 80138

Seller(s): JENA E. VAIL AND HUBERT B. AGUIRRE, JR.

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$458.00
Tax Certificate (TAX CERTIFICATE ORDERED)	\$30.00
TOTAL	\$488.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Elbert county recorded 03/01/2021 under reception no. 605191 at book 813 page 764](#)

[Elbert county recorded 03/29/2005 under reception no. 460311 at book 670 page 245](#)

[Elbert county recorded 04/23/1998 under reception no. 364777 at book 575 page 650](#)

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: K70892990

Property Address:

43248 MEADOWBROOK CIRCLE, PARKER, CO 80138

1. Effective Date:

02/12/2026 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE, AS TO PARCEL A, AND AN EASEMENT, AS TO PARCEL B

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

JENA E. VAIL AND HUBERT B. AGUIRRE, JR.

5. The Land referred to in this Commitment is described as follows:

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: K70892990

PARCEL A:
MEADOWBROOK RANCHES: TRACT 8

A TRACT OF LAND SITUATED IN THE SOUTH 1/3 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26 AND CONSIDERING THE SOUTH LINE OF SAID SECTION 26 TO BEAR NORTH 89 DEGREES 56 MINUTES 51 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 89 DEGREES 56 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 2298.48 TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 56 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 753.40 FEET;
THENCE NORTH 00 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 1440.46 FEET;
THENCE NORTH 88 DEGREES 42 MINUTES 55 SECONDS WEST A DISTANCE OF 357.38 FEET;
THENCE SOUTH 85 DEGREES 02 MINUTES 24 SECONDS WEST A DISTANCE OF 1008.67 FEET;
THENCE SOUTH 23 DEGREES 57 MINUTES 14 SECONDS EAST A DISTANCE OF 1503.95 FEET TO THE POINT OF BEGINNING, COUNTY OF ELBERT, STATE OF COLORADO.

PARCEL B-W:

AN EASEMENT FOR ACCESS AND UTILITIES SITUATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO, SUBJECT EASEMENT BEING 60.00 FEET IN WIDTH, 30.00 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26 AND CONSIDERING THE SOUTH LINE OF SAID SECTION 26 TO BEAR NORTH 89 DEGREES 56 MINUTES 51 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 89 DEGREES 56 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT CENTERLINE;
THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 384.20 FEET, SAID CURVE HAS A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 88 DEGREES 03 MINUTES 09 SECONDS TO A POINT OF REVERSE CURVE;
THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 626.52 FEET, SAID CURVE HAS A RADIUS OF 750.00 FEET AND CENTRAL ANGLES OF 47 DEGREES 51 MINUTES 44 SECONDS TO A POINT OF TANGENT;
THENCE NORTH 40 DEGREES 08 MINUTES 16 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 827.07 FEET TO A POINT OF CURVE;
THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 411.42 FEET, SAID CURVE HAS A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 25 MINUTES 49 SECONDS TO THE CENTER OF A 65.00 FOOT RADIUS CUL-DE-SAC ACCESS AND UTILITY EASEMENT AND TO THE POINT OF TERMINUS OF SUBJECT CENTERLINE, COUNTY OF ELBERT, STATE OF COLORADO.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: K70892990

Copyright 2006-2026 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I
(Requirements)

Order Number: K70892990

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

1. RELEASE OF DEED OF TRUST DATED FEBRUARY 22, 2021, FROM JENA E. VAIL AND HUBERT B. AGUIRRE, JR. TO THE PUBLIC TRUSTEE OF ELBERT COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR CALIBER HOME LOANS, INC. TO SECURE THE SUM OF \$596,750.00 RECORDED MARCH 01, 2021, IN BOOK 813 AT PAGE [765](#), UNDER RECEPTION NO. 605192.
2. WARRANTY DEED FROM JENA E. VAIL AND HUBERT B. AGUIRRE, JR. TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.
REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED:

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2026 AND SUBSEQUENT YEARS.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: K70892990

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 14, 1896, IN BOOK 23 AT PAGE [75](#).**
- 9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 25, 1896, IN BOOK 23 AT PAGE [95](#).**
- 10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 26, 1900 IN BOOK 6 AT PAGE [533](#).**
- 11. RIGHT OF WAY AND EASEMENT FOR ROAD PURPOSES TO ELBERT COUNTY, AS SHOWN ON PLAT FILED APRIL 14, 1889 IN PLAT BOOK 2 AT PAGE [43](#).**
- 12. CONSENT LAND OWNERSHIP AFFIDAVIT REGARDING THE DENVER AQUIFER AS SIGNED BY MARATHON J.V. 1 RECORDED MARCH 30, 1987 IN BOOK 404 AT PAGE [670](#), AND RECORDED MARCH 30, 1987 IN BOOK 404 AT PAGE [672](#).**
- 13. EASEMENT FOR ACCESS AND UTILITIES AS DESCRIBED IN DEED RECORDED APRIL 23, 1998 IN BOOK 575 AT PAGE [650](#).**
- 14. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 95-25 -- MEADOW BROOK SUBDIVISION LOTS FOR PHASE I AND PHASE II RECORDED FEBRUARY 27, 1995 IN BOOK 513 AT PAGE [302](#).**

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: K70892990

15. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 96-68 -- APPROVAL OF MEADOW BROOK RANCHES SOUTH REZONE (RZ-96-02) RECORDED JULY 18, 1996 IN BOOK 550 AT PAGE [274](#), AND RESOLUTION 96-78 AMENDING RESOLUTION 96-68 RANGE AUGUST 1, 1996 IN BOOK 551 AT PAGE [425](#)
16. TERMS, CONDITIONS AND PROVISIONS OF RECIPROCAL EASEMENT AGREEMENT RECORDED APRIL 23, 1996 UNDER RECEPTION NO. [341652](#).
17. THE EFFECT OF REZONING PLAN MAP, RECORDED JANUARY 30, 1997, UNDER RECEPTION NO. [973000](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 05-04 -- IMPACT FEE NOTICE FOR RATTLESNAKE FIRE PROTECTION DISTRICT RECORDED JUNE 28, 2005 IN BOOK 673 AT PAGE [316](#).
19. TERMS, CONDITIONS AND PROVISIONS OF APPROVAL OF RESOLUTION 10-03 RECORDED JANUARY 27, 2010 IN BOOK 716 AT PAGE [774](#).
20. TERMS, CONDITIONS AND PROVISIONS OF RATTLESNAKE FIRE PROTECTION DISTRICT SERVICE PLAN RECORDED MAY 17, 2012 IN BOOK 736 AT PAGE [326](#).
21. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF OIL AND GAS LEASE RECORDED FEBRUARY 07, 2011 UNDER RECEPTION NO. [516116](#).
22. OIL AND GAS LEASE RECORDED JANUARY 29, 2018 UNDER RECEPTION NO. [575244](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
23. THE EFFECT OF RESOLUTION 96-68 RECORDED JULY 18, 1996 IN BOOK 550 AT PAGE [274](#).



Commitment For Title Insurance Issued by Land Title Insurance Corporation

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Land Title Insurance Corporation, A Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or not easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880

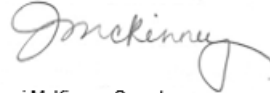


Craig B. Rants, Senior Vice President

Land Title Insurance Corporation
P.O.Box 5645
Denver, Colorado 80217
(303)331-6296



John E. Freyer, Jr., President



Jessi McKinney, Secretary



AMERICAN
LAND TITLE
ASSOCIATION



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Land Title Guarantee Company

Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate

and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy

policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Affiliated Business Arrangement Disclosure Statement

PROPERTY ADDRESS: **43248 MEADOWBROOK CIRCLE, PARKER, CO 80138**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

Provider	Type of settlement service provided	Range of charges
Land Title Insurance Corporation	Owner's policy of title insurance	Rates are based on the amount of insurance coverage and other factors. Rates range from \$522 to \$2,964. Credits may be available.
Land Title Insurance Corporation	Loan policy of title insurance	Rates are based on the amount of insurance coverage and range from \$350 to \$575.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

Seller(s)

Buyer(s)

JENA E. VAIL

A BUYER TO BE DETERMINED

HUBERT B. AGUIRRE, JR.

Catherine Armstrong

Elbert County Community & Development Services

Via Email

Re: Vail ReZone & Minor Plat- Response to Formal Application Review Letter

1. Land Use Application- Attached
2. Owner/Applicant Representative form attached.
3. Proof of Water- a 300-year water decree was submitted with our initial project filing on March 9, 2026. Each new lot will receive a proportionate share of the water by deed upon purchase by new owners.
4. Proof of Sewer. The new 10 acre lots will be served by a private septic system. Future owners will be responsible for designing and obtaining permits from Elbert County Public Health.
5. Fire Protection and Safety Agreement Form attached- waiting for Rattlesnake Fire Department to sign the form. We held our Community Meeting at their station to which their chief attended. We are definitely in their district and he publicly said they had no problem serving the 2 new lots. Jennifer Jones was present.
6. Proof of Access: Access will be off the end of Meadowbrook Circle cul-de-sac via private 30-foot wide driveway with the property owner will dedicate on the Plat.
7. Statement of Taxes Due. Attached
8. Minor Plat. We submitted the Minor Plat on 3.9.26. Attached again.
9. Traffic Analysis. Dale Guillen, County Engineer attended the pre-app meeting on January 7, 2026 and there was no such requirement.
10. Preliminary Drainage Report. Dale Guillen, County Engineer attended the pre-app meeting on January 7, 2026 and there was no such requirement.
11. Subdivision Summary Form. I don't think this form is relevant, as we are not proposing a subdivision. Just creating two 10-acre lots via Minor Plat.

Respectfully,


Camille Courtney, Project Representative
Courtney & Associates



FIRE PROTECTION AND SAFETY AGREEMENT FORM

Community & Development Services, Elbert County, Colorado

P.O. Box 7, 215 Comanche St. Kiowa, CO 80117 • (303) 621-3136 • cds@elbertcounty-co.gov

This form is designed to accompany Land Development Applications submitted to Elbert County Community and Development Services and serves as Proof of Fire Protection for Land Development Review. PLEASE COMPLETE ALL BOXES

Applicant Name: Camille Courtney	Address & Zip Code: PO Box 711, Franktown, CO 80116	Phone: 720-390-8434	Email: camille@camillecourtney.com
Property Owner: Vail & Aguirre	Address & Zip Code: 43248 Meadowbrook Circle, Parker, CO 80138	Phone: 719-240-7212	Email: Jena@vail@evrealestate.com
Subject Property Address: 43248 Meadowbrook Circle, Parker, CO 80138		Project Name & Description: Vail Rezone and Minor Plat Divide 35 acre parcel into 15 acre and two 10-acre parcels.	

CHECK ONE:

- ☒ The subject property is located within the Rattlesnake fire protection district.
☐ The subject property is located outside a fire protection district.

If the subject property is located outside a fire protection district, a contract with a district providing for fire protection to the property will be required. The applicant has met with the following fire protection district to discuss fire district requirements.

FIRE PROTECTION DISTRICT SERVING THE SUBJECT PROPERTY: _____

Fire District Authorized Representative: _____ Title: _____

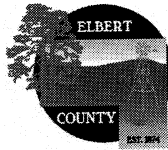
Fire District Authorized Signature _____ Date: _____

APPLICANT AGREEMENT: I am aware of the adopted fire code and will comply with the requirements of the fire district.

Applicant's Signature Camille Courtney, applicant agent Date: 3.25.20

FIRE PROTECTION DISTRICTS SERVING ELBERT COUNTY:

☐ AGATE FIRE PROTECTION DISTRICT 40160 County Road 153 / P.O. Box 146 Agate, CO 80101 (719) 764-2771	☐ BIG SANDY FIRE PROTECTION DISTRICT/ SIMLA VOLUNTEER FIRE DEPARTMENT 219 Sioux Avenue / P.O. Box 161 Simla, CO 80835 (719) 541-2883	☐ CALHAN FIRE PROTECTION DISTRICT 725 4th Street Calhan, CO 80808 (719) 347-3057
☐ DEER TRAIL RURAL FIRE PROTECTION DISTRICT 488 1st Avenue / P.O. Box 257 Deer Trail, CO (303) 769-4748	☐ ELBERT FIRE PROTECTION DISTRICT 24310 Main Street / P.O. Box 98 Elbert, CO 80106 (303) 648-3000	☐ ELIZABETH FIRE RESCUE 155 West Kiowa Avenue / P.O. Box 441 Elizabeth, CO 80107 (303) 646-3800
☐ KIOWA FIRE PROTECTION DISTRICT 403 County Road 45 / P.O. Box 321 Kiowa, CO 80117 (303) 621-2233	☐ LIMON AREA FIRE PROTECTION DISTRICT 130 C Avenue/ P.O. Box 3 Limon, CO 80828 (719) 775-8155	☐ NORTH CENTRAL FIRE DEPARTMENT 40144 Ridge Road Deer Trail, CO 80105 (303) 621-2901
☐ RATTLESNAKE FIRE DEPARTMENT 46200 Coal Creek Drive Parker, CO 80138 (303) 841-8111	☐ TRI-COUNTY VOLUNTEER FIRE DEPARTMENT & FIRE PROTECTION DISTRICT 590 N Rush Road / P.O. Box 97 Rush, Colorado 80833 (719) 478-2345	



ELBERT COUNTY
Community & Development Services

OWNER/APPLICANT REPRESENTATIVE AUTHORIZATION FORM

OWNER/APPLICANT INFORMATION:

Name	Jena Vail & Hubert Aguirre
Phone	719-240-7212
Email	jena.vail@evrealestate.com
Property Address	43248 Meadowbrook Circle, Parker, CO 80138
Mailing Address	Sames as above

AUTHORIZED REPRESENTATIVE INFORMATION:

Representative Name	Camille Courtney
Company Name	Courtney & Associates
Phone	720-390-8434
Email	camille@camillecourtney.com
Mailing Address	PO Box 711, Franktown, CO 80116

SCOPE OF AUTHORIZATION:

I hereby authorize the Representative named in the second section to serve as the primary point of contact for all **email communication**, manage all **invoicing and billing** matters, and execute the **submittal of materials**, including applications, plans, and supporting technical documentation.

SIGNATURES:

Applicant Signature: Camille Courtney **Date:** 3/25/26

Notary Public Acknowledgment

State of Colorado County of Douglas

The foregoing instrument was acknowledged before me this 25th day of March, 2026 by Camille Courtney (Name of Signer), who is personally known to me or has produced Driver's License as identification.

(Seal)

Signature of Notary Public Kari Jurczewsky

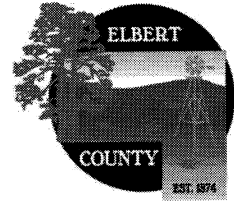
My Commission Expires: 3/29/26

KARI JURCZEWSKY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944015400
MY COMMISSION EXPIRES 03/29/2026

ELBERT COUNTY

Community & Development Services

P.O. BOX 7
215 COMANCHE STREET
KIOWA, COLORADO 80117
303-621-3136
CDS@elbertcounty-co.gov



ADDITIONAL FEES AND EXPERT COSTS AGREEMENT

The purpose of this agreement is acknowledgment that the Applicant or Authorized Representative of the stated project agrees to pay the applicable plan review and permit fees set forth by the Community and Development Services Department and Department of Public Works Engineering. Fee schedules can be found on the Elbert County Website and will be presented at Pre-Application meetings.

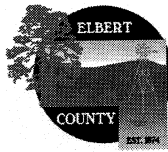
The Applicant or Authorized Representative also agrees upon consent to pay for additional expert engineering, legal and/or other applicable third-party consultants as needed to provide professional opinions, additional information, studies, or investigations to clarify or substantiate information at any time throughout the development process. These requests may come from departments of Community and Development Services, Public Works, Planning Commission, Legal & Administrative, or Board of County Commissioners.

Project Name: Vail Rezone & Minor & Minor Plat

Applicant or Authorized Representative

Signature: *Christine D. Anderson*

Date: 3.25.24



ELBERT COUNTY
Community & Development Services

LAND DEVELOPMENT APPLICATION FORM

OWNER/APPLICANT INFORMATION:

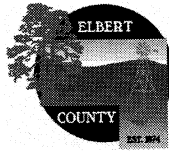
Name	Jena Vail & Hubert Aguirre
Owner Rep	YES ☒ X If yes, you must complete the Owner/Applicant Representative form NO ☐
Phone	719-240-7212
Email	jena.vail@evrealestate.com
Address	43248 Meadowbrook Circle, Parker, CO 80138
Project Description	ReZone and Minor Plat to create two 10-acre lots.

PROPERTY INFORMATION:

Parcel Number	R114132
Legal Description	*Please attach a separate word document with the full legal description
Site Address	43248 Meadowbrook Circle, Parker, CO 80138
Zone District	A
Acreage	35
Property Owner	Jena Vail & Hubert Aguirre
Gas Source	Propane
Electric Source	CORE
Water Source	Wells
Sewer Source	Septic
Mineral Rights Owner	Owner

CHECK APPROPRIATE BOX:

☐	Preliminary Plat	☒	Rezone	☐	1041
☐	Final Plat	☐	Planned Unit Development	☐	Special District Service Plan
☒	Minor Plat	☐	Site Development Plan	☐	Special Use by Review
☐	Plat Amendment	☐	EDZ Site Development Plan	☐	Variance
☐	EDZ Subdivision Plat	☐	Subdivision Exemption	☐	Vacation



ELBERT COUNTY
Community & Development Services

APPLICATION AGREEMENT: No application submittal will be considered complete until all required items are submitted. In addition to the application fees, the applicant is responsible for all public notice costs including but not limited to sign(s), newspaper publication, and mailing. ***The applicant is responsible for meeting all requirements of the applicable Zoning and Subdivision Regulations, including documentation, processes, and development standards. Approval and timelines are subject to review and cannot be guaranteed.***

FEES & NOTICES AGREEMENT: The applicant agrees to pay for reasonable additional engineering and/or consultation when requested by the Community & Development Services Department, Planning Commission or Board of County Commissioners when, in their opinion, additional information, studies, or investigations are needed to help clarify the proposal. The applicant also agrees to remove any public notice sign(s) within seven days after the final hearings and acknowledges that this must be completed as a condition of approval prior to the recordation of final documents. ***The Additional Fee and Expert Costs Agreement form must accompany this Land Development Application form.***

Applicant's Signature *Camille D. Anderson* Date: 3.25.26

Office Use Only
Application type:

Received by: _____ Date: _____ Fee Collected: _____ Payment Type: _____

Case Number:		Planner:	
--------------	--	----------	--



Community & Development Services, Elbert County, Colorado
P.O. Box 7, 215 Comanche St. Kiowa, CO 80117
(303) 621-3136 • www.elbertcounty-co.gov

SUBDIVISION SUMMARY FORM

DATE: 3.25.26

TYPE OF SUBMISSION: ☒ Request for Exemption ☐ Preliminary Plat ☐ Final Plat

SUBDIVISION NAME: Meadowbrook Ranch FILING:

LOCATION OF SUBDIVISION

Section: 26 Township: 6 Range: 65

OWNER(S): Jane Vail & Hubert Aguirre

ADDRESS: 43249 Meadowbrook Circle, Parker CO 80138

OWNER(S) REPRESENTATIVE: Camille Courtney

REPRESENTATIVE ADDRESS: PO Box 711 Franktown CO 80116

	TYPE OF HOUSING UNITS	NUMBER OF DWELLING UNITS	AREA (ACRES)	PERCENT OF TOTAL AREA
☐	Single Family			
☐	Apartments			
☐	Condominiums			
☐	Mobile Homes			
☐	Commercial			
☐	Industrial			
☐	Other (Specify)			
	SUBDIVISION AMENITIES	TYPE	AREA (ACRES)	PERCENT OF TOTAL AREA
☐	Right of Ways (Streets)	Dedicated		
☐	Right of Ways (Streets)	Private		
☐	Schools Sites	Dedicated		
☐	School Sites	Reserved		
☐	Park Sites (Non Passive)	Dedicated		
☐	Park Sites (Non Passive)	Private		
☐	Trails	Public		
☐	Trails	Private		
☐	Open Space	Dedicated		
☐	Open Space	Private		

ESTIMATED WATER REQUIREMENTS (GALLONS/DAY):

PROPOSED WATER SOURCE: Well

ESTIMATED SEWAGE DISPOSAL REQUIREMENTS: Septic

PROPOSED MEANS OF SEWAGE DISPOSAL: Septic

Vicinity Map for 43248 Meadowbrook Circle, Parker, CO

