RESOURCE ENGINEERING INC.

Resource Engineering, Inc.
909 Colorado Avenue
Glenwood Springs, CO 81601
(970)-945-6777 Voice
(970)-945-1137 Facsimile

Memorandum

To: BWCD BOARD OF DIRECTORS

From: ERIC MANGEOT

CC: CHRIS GEIGER

Date: JUNE 26, 2015

File: APPLICATION – HOLLYHOCK FARMS, LLC

Applicant Name: Hollyhock Farms, LLC

Type of Use: Domestic __X__ Commercial _____
Industrial _____ Agricultural _____

Amount: __16.7__ AF __0.134__ cfs __60__ gpm

Location: Area A __A-3 & A-4__ Area B _____ Inclusion _____
County: __EAGLE__ Contiguous: _____
BWCD Division: __7__

Mid Valley Metro District Notice Required? Yes____ No__X__

Blue Creek Water Rights Applied? Yes____ No__X__

02CW77 Umbrella Plan Water Rights Applied? Yes__X__ No_____ **Cost:** __$3,750__

This application is to cover specific uses associated with the Hollyhock Farms, LLC (Ranch) located in the SE1/4 of Section 4, Township 8 South, Range 87 West, of the 6th P.M. near El Jebel, Colorado as shown on ***Figure 1***. The Ranch is also known as Parcel A of the Hookspur Ranch and is approximately 36.8 acres. Points of diversion include an existing well (Permit No. 205405), a proposed well, and an expansion of the Applicant's Home Supply Ditch water. Both wells are located in Area A-4 of the District and the Home Supply Ditch is located in Area A-3 of the District. The proposed uses to be covered under the water allotment contract from each source of diversion are as follows:

- Existing Well (15 gpm) – SE1/4 SE1/4 Section 4, Township 8 South, Range 87 West, 6th P.M. 800 feet from the south Section line and 700 feet from the east Section line.

  - 3 Single Family Dwellings;

- Proposed Well (15 gpm)- SE1/4 NE1/4 Section 4, Township 8 South, Range 87 West, 6th P.M. 2,686 feet from the south Section line and 630 feet from the east Section line (UTM NAD83: 4361773.59 N, 318544.38 E)

  - Evaporation from a pond and water feature (10% from 5/15-10/15 & 100% from 10/16-5/14);
  - One acre (43,560 square feet) of lawn and landscape irrigation; and
  - Eleven (11) livestock.

- Home Supply Ditch (60 gpm based on maximum monthly diversion) – SE1/4 SW1/4 NW1/4 of Section 17, Township 8 South, Range 86 West of the 6th P.M. at point where the SW1/4 of Section 17 bears south 16 deg. 30 min. west 2,700 feet.

    - Initial fill (May) for pond and water feature (up to 0.022 acre-feet);
    - Evaporation from a pond and water feature (90% from 5/15-10/15);
    - 4.60 acres of irrigation.

The pond is located in the SE1/4 NE1/4 Section 4, Township 8 South, Range 87 West, 6th P.M. 965 feet from the south Section line and 717 feet from the east Section line (UTM NAD83: 4361250.02 N, 318508.21 E).

The water feature is located in the SE1/4 NE1/4 Section 4, Township 8 South, Range 87 West, 6th P.M. 763 feet from the south Section line and 875 feet from the east Section line (UTM NAD83: 4361189.47 N, 318458.92 E).

Contract depletions are estimated at 16.7 acre-feet (AF) as estimated by Resource Engineering, Inc. (RESOURCE) for inclusion into the District's 02CW77 Umbrella Plan. As the ditch diversions occur within Area A-3 and ditch depletions occur with Area A-4, the ditch diversions are considered 100 percent depletive to Area A-3. The diversions and depletions from the two wells occur with Area A-4. To properly account for this contact in the District's Umbrella Plan, Area A-3 and Area A-4 diversion/depletions need to be tracked separately.

Water User :	Hollyhock Farms, LLC	
Analysis Date :	June 26, 2015	
District Area:	A	
Source Series:	4	
Maximum Demand:	60	0.134
	(GPM)	(CFS)

BASALT WATER CONSERVANCY DISTRICT
WATER REQUIREMENTS
(acre feet)
Total Demand/CU from All Sources

	Total Demand						Contract Consumptive Use						
Month	(1) Domestic In-house	(2) Evaporation /Fill	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	**(6) TOTAL**	(7) Domestic In-house	(8) Evaporation /Fill	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	**(12)** TOTAL**	(13) Source of Aug/Replace
January	0.100	0.000	0.000	0.000	0.012	**0.111**	0.015	0.000	0.000	0.000	0.012	**0.217**	GNM
February	0.090	0.000	0.000	0.000	0.010	**0.101**	0.014	0.000	0.000	0.000	0.010	**0.197**	GNM
March	0.100	0.000	0.000	0.000	0.012	**0.111**	0.015	0.000	0.000	0.000	0.012	**0.184**	GNM
April	0.097	0.000	0.079	0.362	0.011	**0.548**	0.014	0.000	0.055	0.253	0.011	**0.534**	GNM
May	0.100	0.504	0.535	2.461	0.012	**3.612**	0.015	0.504	0.375	1.723	0.012	**3.089**	GNM
June	0.097	0.204	0.681	3.135	0.011	**4.128**	0.014	0.204	0.477	2.194	0.011	**3.506**	GNM
July	0.100	0.211	0.644	2.965	0.012	**3.931**	0.015	0.211	0.451	2.075	0.012	**3.379**	GNM
August	0.100	0.171	0.387	1.782	0.012	**2.452**	0.015	0.171	0.271	1.247	0.012	**2.193**	GNM
September	0.097	0.145	0.354	1.629	0.011	**2.235**	0.014	0.145	0.248	1.140	0.011	**2.029**	GNM
October	0.100	0.049	0.108	0.495	0.012	**0.764**	0.015	0.049	0.075	0.347	0.012	**0.790**	GNM
November	0.097	0.000	0.000	0.000	0.011	**0.108**	0.014	0.000	0.000	0.000	0.011	**0.261**	GNM
December	0.100	0.000	0.000	0.000	0.012	**0.111**	0.015	0.000	0.000	0.000	0.012	**0.240**	GNM
TOTALS -->	1.176	1.284	2.789	12.829	0.136	**18.214**	0.176	1.284	1.952	8.980	0.136	**16.619**	

Assumptions

(1)	NUMBER OF RESIDENCES	3	*from ex.well*	(5)	# of Livestock@11 gpd *(new well)*	11
	# persons/residence	3.5	*#205405*			
	# gallons/person/day	100		(7)	% CU for Domestic/Commercial	15
(2)	Evaporation (Pond & Feature)*	0.862	AF	(9)	% Lawn Irrig. Efficiency	70
	5/15-10/15 - 90% Ditch; 10% new well				Consumption of Irrig. (af/ac)	1.970
	10/16-5/14 - 100% new well					
(3)	Sq. Ft. of Lawn Irrigated	43,560	*from new*	(10)	% Crop Irrig. Efficiency	70
	Lawn Application Rate (af/ac)	2.814	*well*		Consumption of Irrig. (af/ac)	1.970
(4)	Acres of Crop Irrigated	4.60	*from ditch*	(9-10)	Elevation (feet)	6620
	Crop Application Rate (af/ac)	2.814				

* Pond has a volume of 0.4 AF; Water Feature has a volume of 0.022 AF
Initial fill to occur in May for both features, then evaporation assumed.

(12)** Total Includes 5% Transit Loss
10% from Green Mtn., A-3 Diversions

Water User :	Hollyhock Farms, LLC	
Analysis Date :	June 26, 2015	
District Area:	A	
Source Series:	4	
Maximum Demand:	15	0.033
	(GPM)	(CFS)

BASALT WATER CONSERVANCY DISTRICT
WATER REQUIREMENTS
(acre feet)
Demand/CU from Ex. Well

	Total Demand						Consumptive Use						
Month	(1) Domestic In-house	(2) Evaporation /Fill	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	**(6) TOTAL**	(7) Domestic In-house	(8) Evaporation /Fill	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	**(12)** TOTAL**	(13) Source of Aug/Replace
January	0.100	0.000	0.000	0.000	0.000	**0.100**	0.015	0.000	0.000	0.000	0.000	**0.016**	GNM
February	0.090	0.000	0.000	0.000	0.000	**0.090**	0.014	0.000	0.000	0.000	0.000	**0.015**	GNM
March	0.100	0.000	0.000	0.000	0.000	**0.100**	0.015	0.000	0.000	0.000	0.000	**0.016**	GNM
April	0.097	0.000	0.000	0.000	0.000	**0.097**	0.014	0.000	0.000	0.000	0.000	**0.016**	GNM
May	0.100	0.000	0.000	0.000	0.000	**0.100**	0.015	0.000	0.000	0.000	0.000	**0.016**	GNM
June	0.097	0.000	0.000	0.000	0.000	**0.097**	0.014	0.000	0.000	0.000	0.000	**0.016**	GNM
July	0.100	0.000	0.000	0.000	0.000	**0.100**	0.015	0.000	0.000	0.000	0.000	**0.016**	GNM
August	0.100	0.000	0.000	0.000	0.000	**0.100**	0.015	0.000	0.000	0.000	0.000	**0.016**	GNM
September	0.097	0.000	0.000	0.000	0.000	**0.097**	0.014	0.000	0.000	0.000	0.000	**0.016**	GNM
October	0.100	0.000	0.000	0.000	0.000	**0.100**	0.015	0.000	0.000	0.000	0.000	**0.016**	GNM
November	0.097	0.000	0.000	0.000	0.000	**0.097**	0.014	0.000	0.000	0.000	0.000	**0.016**	GNM
December	0.100	0.000	0.000	0.000	0.000	**0.100**	0.015	0.000	0.000	0.000	0.000	**0.016**	GNM
TOTALS -->	1.176	0.000	0.000	0.000	0.000	**1.176**	0.176	0.000	0.000	0.000	0.000	**0.194**	

Assumptions

(1)	NUMBER OF RESIDENCES	3	*from ex.well*	(5)	# of Livestock@11 gpd	0	**Area A-4**
	# persons/residence	3.5	*#205405*				**Well Permit No. 205405**
	# gallons/person/day	100		(7)	% CU for Domestic/Commercial	15	**Uniform Depletion Rate (No Delayed Depletions)**
(2)	Evaporation (Pond & Feature)*	0.000	AF	(9)	% Lawn Irrig. Efficiency	70	**Roaring Fork River**
					Consumption of Irrig. (af/ac)	0.000	
(3)	Sq. Ft. of Lawn Irrigated	0		(10)	% Crop Irrig. Efficiency	70	
	Lawn Application Rate (af/ac)	0.000			Consumption of Irrig. (af/ac)	0.000	
(4)	Acres of Crop Irrigated	0.00		(9-10)	Elevation (feet)	6620	
	Crop Application Rate (af/ac)	0.000					

(12)** Total Includes 5% Transit Loss
10% from Green Mtn.

Water User :	Hollyhock Farms, LLC
Analysis Date :	June 26, 2015
District Area:	A
Source Series:	4
Maximum Demand:	15 (GPM) 0.033 (CFS)

BASALT WATER CONSERVANCY DISTRICT
WATER REQUIREMENTS
(acre feet)
Demand/CU from New Well

	Total Demand						Consumptive Use							
Month	(1) Domestic In-house	(2) Evaporation	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	**(6) TOTAL**	(7) Domestic In-house	(8) Evaporation	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12)** TOTAL	(13)** Delayed Depletions	(14) Source of Aug/Replace
January	0.000	0.000	0.000	0.000	0.012	**0.012**	0.000	0.000	0.000	0.000	0.012	0.013	**0.201**	GNM
February	0.000	0.000	0.000	0.000	0.010	**0.010**	0.000	0.000	0.000	0.000	0.010	0.011	**0.183**	GNM
March	0.000	0.000	0.000	0.000	0.012	**0.012**	0.000	0.000	0.000	0.000	0.012	0.013	**0.168**	GNM
April	0.000	0.000	0.079	0.000	0.011	**0.090**	0.000	0.000	0.055	0.000	0.011	0.073	**0.156**	GNM
May	0.000	0.045	0.535	0.000	0.012	**0.592**	0.000	0.045	0.375	0.000	0.012	0.474	**0.152**	GNM
June	0.000	0.020	0.681	0.000	0.011	**0.713**	0.000	0.020	0.477	0.000	0.011	0.559	**0.171**	GNM
July	0.000	0.021	0.644	0.000	0.012	**0.677**	0.000	0.021	0.451	0.000	0.012	0.532	**0.208**	GNM
August	0.000	0.017	0.387	0.000	0.012	**0.416**	0.000	0.017	0.271	0.000	0.012	0.330	**0.240**	GNM
September	0.000	0.014	0.354	0.000	0.011	**0.380**	0.000	0.014	0.248	0.000	0.011	0.301	**0.255**	GNM
October	0.000	0.027	0.108	0.000	0.012	**0.146**	0.000	0.027	0.075	0.000	0.012	0.125	**0.256**	GNM
November	0.000	0.000	0.000	0.000	0.011	**0.011**	0.000	0.000	0.000	0.000	0.011	0.012	**0.245**	GNM
December	0.000	0.000	0.000	0.000	0.012	**0.012**	0.000	0.000	0.000	0.000	0.012	0.013	**0.223**	GNM
TOTALS -->	0.000	0.145	2.789	0.000	0.136	**3.070**	0.000	0.145	1.952	0.000	0.136	2.457	**2.457**	

Assumptions

(1)	NUMBER OF RESIDENCES	0		(5)	# of Livestock@11 gpd *(new well)*	11
	# persons/residence	3.5				
	# gallons/person/day	100		(7)	% CU for Domestic/Commercial	15
(2)	Evaporation (Pond & Feature)*	0.145	AF	(9)	% Lawn Irrig. Efficiency	70
	5/15-10/15 - 90% Ditch; 10% new well				Consumption of Irrig. (af/ac)	1.970
	10/16-5/14 - 100% new well					
(3)	Sq. Ft. of Lawn Irrigated	43,560		(10)	% Crop Irrig. Efficiency	70
	Lawn Application Rate (af/ac)	2.814			Consumption of Irrig. (af/ac)	0.000
(4)	Acres of Crop Irrigated	0.00		(9-10)	Elevation (feet)	6620
	Crop Application Rate (af/ac)	0.000				

Area A-4
Individual Glover (Alluvial)
Roaring Fork River
To be drilled.

(12)**, (13)** Total Includes 5% Transit Loss
10% from Green Mtn.

Water User :	Hollyhock Farms, LLC
Analysis Date :	June 26, 2015
District Area:	A
Source Series:	4
Maximum Demand:	30 (GPM) 0.067 (CFS)

BASALT WATER CONSERVANCY DISTRICT
WATER REQUIREMENTS
(acre feet)
Demand/CU from Ditch

	Total Demand						Area A-4 Consumptive Use						**A-3 CU**	
Month	(1) Domestic In-house	(2) Evaporation /Fill	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	**(6) TOTAL**	(7) Domestic In-house	(8) Evaporation /Fill	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	**(12)** TOTAL**	**(13) TOTAL**	(13) Source of Aug/Replace
January	0.000	0.000	0.000	0.000	0.000	**0.000**	0.000	0.000	0.000	0.000	0.000	**0.000**	**0.000**	GNM
February	0.000	0.000	0.000	0.000	0.000	**0.000**	0.000	0.000	0.000	0.000	0.000	**0.000**	**0.000**	GNM
March	0.000	0.000	0.000	0.000	0.000	**0.000**	0.000	0.000	0.000	0.000	0.000	**0.000**	**0.000**	GNM
April	0.000	0.000	0.000	0.362	0.000	**0.362**	0.000	0.000	0.000	0.253	0.000	**0.279**	**0.362**	GNM
May	0.000	0.459	0.000	2.461	0.000	**2.920**	0.000	0.459	0.000	1.723	0.000	**2.400**	**2.920**	GNM
June	0.000	0.184	0.000	3.135	0.000	**3.319**	0.000	0.184	0.000	2.194	0.000	**2.616**	**3.319**	GNM
July	0.000	0.190	0.000	2.965	0.000	**3.154**	0.000	0.190	0.000	2.075	0.000	**2.491**	**3.154**	GNM
August	0.000	0.154	0.000	1.782	0.000	**1.936**	0.000	0.154	0.000	1.247	0.000	**1.542**	**1.936**	GNM
September	0.000	0.130	0.000	1.629	0.000	**1.759**	0.000	0.130	0.000	1.140	0.000	**1.397**	**1.759**	GNM
October	0.000	0.022	0.000	0.495	0.000	**0.518**	0.000	0.022	0.000	0.347	0.000	**0.406**	**0.518**	GNM
November	0.000	0.000	0.000	0.000	0.000	**0.000**	0.000	0.000	0.000	0.000	0.000	**0.000**	**0.000**	GNM
December	0.000	0.000	0.000	0.000	0.000	**0.000**	0.000	0.000	0.000	0.000	0.000	**0.000**	**0.000**	GNM
TOTALS -->	0.000	1.139	0.000	12.829	0.000	**13.968**	0.000	1.139	0.000	8.980	0.000	**11.131**	**13.968**	

Assumptions

(1)	NUMBER OF RESIDENCES	0		(5)	# of Livestock@11 gpd	0
	# persons/residence	3.5				
	# gallons/person/day	100		(7)	% CU for Domestic/Commercial	15
(2)	Evaporation (Pond & Feature)*	0.717	AF	(9)	% Lawn Irrig. Efficiency	70
	5/15-10/15 - 90% Ditch				Consumption of Irrig. (af/ac)	0.000
	May initial fill of 0.422 AF					
(3)	Sq. Ft. of Lawn Irrigated	0		(10)	% Crop Irrig. Efficiency	70
	Lawn Application Rate (af/ac)	0.000			Consumption of Irrig. (af/ac)	1.970
(4)	Acres of Crop Irrigated	4.60	*from ditch*	(9-10)	Elevation (feet)	6620
	Crop Application Rate (af/ac)	2.814				

* Pond has a volume of 0.4 AF; Water Feature has a volume of 0.022 AF
Initial fill to occur in May for both features assumed.

(12)** Total Includes 5% Transit Loss
10% from Green Mtn.

Area A-4 Return Flows
Area A-3 Surface Diversion
(No Delayed Depletions)
Roaring Fork River
100% Depletive to A-3

TABLE 1
EVAPORATION CALCULATION - HOLLYHOCK FARMS, LLC

		(1)		(2)		(3)		(4)		(5)	(6)	(7)
Month	SEO Monthly Distribution	Gross Lake Evaporation (feet)	Gross Lake Evaporation (inches)	Average Precipitation (feet)	Average Precipitation (inches)	Effective Precipitation (feet)	Effective Precipitation (inches)	Net Evaporation (feet)	Net Evaporation (inches)	Total Pond Evaporation (acre-feet)	Evaporation from New Well (acre-feet)	Evaporation from Ditch (acre-feet)
January	1.0%	0.04	0.45	0.07	0.84	0.00	0.00	0.04	0.45	0.015	0.015	0.000
February	3.0%	0.11	1.35	0.07	0.79	0.00	0.00	0.11	1.35	0.044	0.044	0.000
March	6.0%	0.23	2.70	0.05	0.58	0.00	0.00	0.23	2.70	0.088	0.088	0.000
April	9.0%	0.34	4.05	0.11	1.35	0.00	0.00	0.34	4.05	0.132	0.132	0.000
May	12.5%	0.47	5.63	0.09	1.02	0.00	0.00	0.47	5.63	0.183	0.101	0.082
June	15.5%	0.58	6.98	0.14	1.73	0.00	0.00	0.58	6.98	0.227	0.023	0.204
July	16.0%	0.60	7.20	0.10	1.14	0.00	0.00	0.60	7.20	0.234	0.023	0.211
August	13.0%	0.49	5.85	0.17	1.99	0.00	0.00	0.49	5.85	0.190	0.019	0.171
September	11.0%	0.41	4.95	0.16	1.96	0.00	0.00	0.41	4.95	0.161	0.016	0.145
October	7.5%	0.28	3.38	0.13	1.57	0.00	0.00	0.28	3.38	0.110	0.060	0.049
November	4.0%	0.15	1.80	0.07	0.80	0.00	0.00	0.15	1.80	0.059	0.059	0.000
December	1.5%	0.06	0.68	0.11	1.32	0.00	0.00	0.06	0.68	0.022	0.022	0.000
	100.0%	**3.75**	**45.00**	**1.26**	**15.09**	**0.00**	**0.00**	**3.75**	**45.00**	**1.463**	**0.600**	**0.862**

(1) = Monthly distribution of gross annual evaporation rate in accordance with SEO General Criteria.
(2) = Monthly precipitation from local weather station.
(3) = Equal to 0 per State Policy No. 2004-3.
(4) = Net Evaporation = Column (1) - Column (3)
(5) = Column (4) x Open Water Surface Area (0.39 acres) x Column (4) in feet.
(6) = 100% from 10/16-5/14; 10% from 5/15-10/15.
(7) = 0% from 10/16-5/14; 90% from 5/15-10/15.

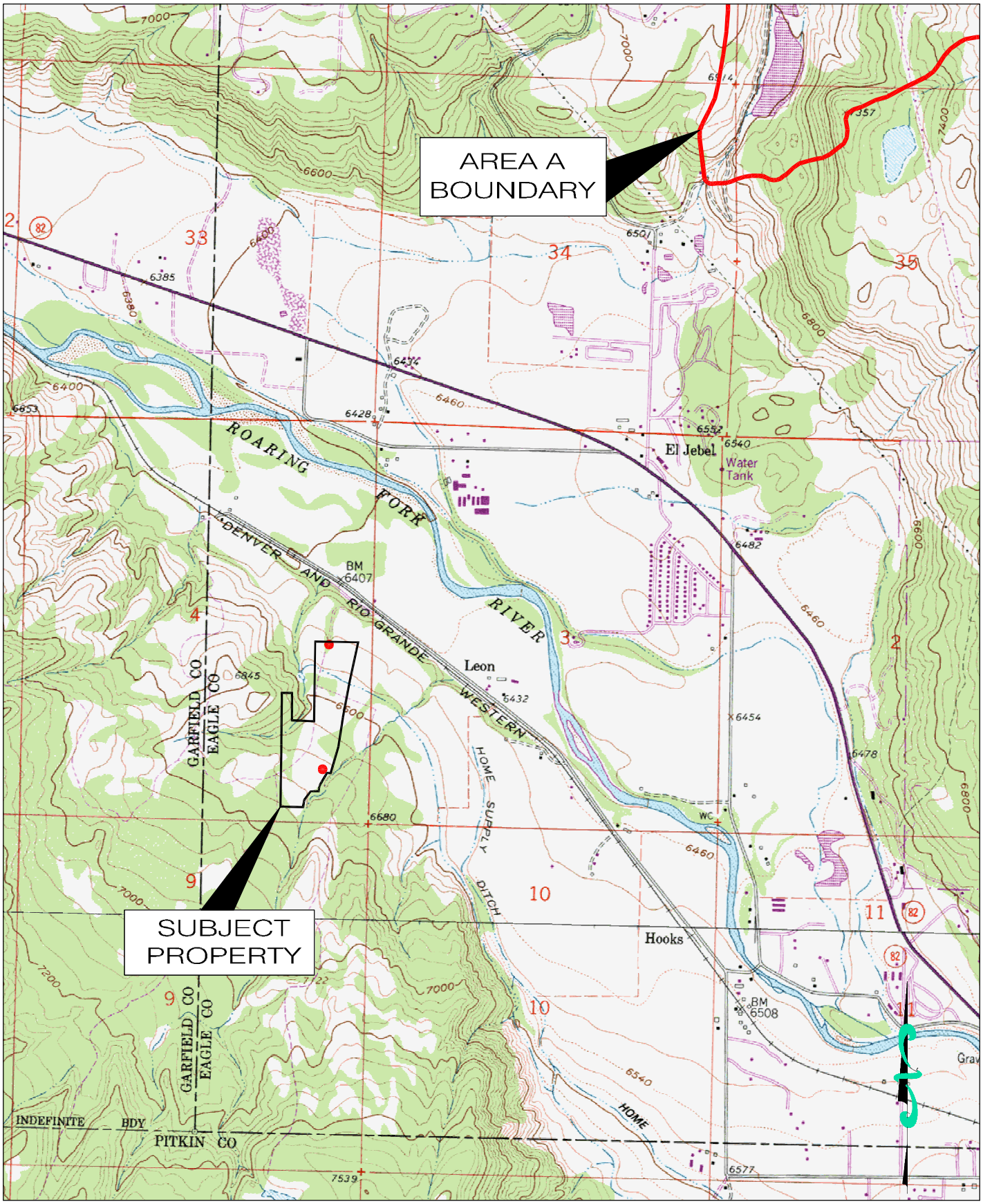


Figure 1: Hollyhock Farms, LLC

File: 033-7.2
Date: 06/26/2015

Basalt Water Conservancy District

0 1,000 2,000 3,000

Scale: 1"=2,000'

RESOURCE ENGINEERING, INC.
909 Colorado Avenue
Glenwood Springs, CO 81601
(970) 945-6777 Voice 945-1137 Facsimile

Project Data Summary	
Aquifer Option:	Option No. 1
Transmissivity (gpd/ft):	50,000
Specific Yield:	0.20
Distance X (ft):	3,300
Distance W (ft):	0
Distance B (ft):	0
sdf:	0
Compute Depletion for Stream Segment?:	No
Distance Z1 (ft):	0
Distance Z2 (ft):	0

1. Clear All Previous Pumping Data and Depletion Results (including Item Nos. 3 and 4):

Click to Clear Previous Data & Results

2. Select Time Units:

3) Months

3. Enter Number of Pumping Periods: 360

Notes: a) Can not be greater than 3,600 periods.
b) execution time is faster if fewer pumping periods used.

4. Enter Starting Date: 1/1/2010

(e.g., enter 12/01/1950 for December 1, 1950)

5. Pumping Schedule and Depletion Results:

a) Below, enter the Pumping Rate (Col C, yellow cells) corresponding with the associated Pumping Period.

b) Cyclical Data Entry Option (not required):

Enter the number of pumping periods to cycle: 12
Enter the number of cycles: 30
Enter the pumping rates to cycle (Col C, yellow cells).
Click button to cycle data: Cycle Data

c) After the data have been entered, click on the button below to calculate the resulting stream depletion.

Calculate Stream Depletion

6. Graph:

Select Data to Graph - 6) Volume of Depletion this period

Click Button to Create Graph - Create Graph

Pumping Schedule			Pumping Summary		Depletion Summary		
Date	Pumping Period (months)	Pumping Rate (gpm)	Volume Pumped This Period (acre-feet)	Cumul. Volume Pumped (acre-feet)	Depletion Rate (gpm)	Volume of Depletion (acre-feet)	Volume of Depletion This Period (acre-feet)
1/1/2010	1	0.08	0.01	0.01	0.00	0.00	0.00
2/1/2010	2	0.08	0.01	0.02	0.01	0.00	0.00
3/1/2010	3	0.08	0.01	0.03	0.02	0.00	0.00
4/1/2010	4	0.68	0.09	0.12	0.03	0.01	0.00
5/1/2010	5	4.32	0.58	0.71	0.16	0.02	0.01
6/1/2010	6	5.38	0.72	1.43	0.53	0.06	0.04
7/1/2010	7	4.94	0.66	2.09	0.94	0.16	0.10
8/1/2010	8	3.04	0.41	2.50	1.22	0.31	0.15
9/1/2010	9	2.86	0.38	2.89	1.32	0.48	0.17
10/1/2010	10	1.07	0.14	3.03	1.33	0.66	0.18
11/1/2010	11	0.08	0.01	3.04	1.20	0.83	0.17

Pumping Schedule			Pumping Summary		Depletion Summary		
Date	Pumping Period (months)	Pumping Rate (gpm)	Volume Pumped This Period (acre-feet)	Cumul. Volume Pumped (acre-feet)	Depletion Rate (gpm)	Volume of Depletion (acre-feet)	Volume of Depletion This Period (acre-feet)
12/1/2010	12	0.08	0.01	3.05	1.02	0.98	0.15
1/1/2011	13	0.08	0.01	3.06	0.86	1.11	0.13
2/1/2011	14	0.08	0.01	3.07	0.74	1.21	0.11
3/1/2011	15	0.08	0.01	3.09	0.64	1.31	0.09
4/1/2011	16	0.68	0.09	3.18	0.58	1.39	0.08
5/1/2011	17	4.32	0.58	3.76	0.64	1.47	0.08
6/1/2011	18	5.38	0.72	4.48	0.96	1.57	0.11
7/1/2011	19	4.94	0.66	5.14	1.32	1.73	0.15
8/1/2011	20	3.04	0.41	5.55	1.57	1.92	0.20
9/1/2011	21	2.86	0.38	5.94	1.64	2.14	0.22
10/1/2011	22	1.07	0.14	6.08	1.62	2.36	0.22
11/1/2011	23	0.08	0.01	6.09	1.47	2.57	0.21
12/1/2011	24	0.08	0.01	6.10	1.27	2.75	0.18
1/1/2012	25	0.08	0.01	6.11	1.09	2.91	0.16
2/1/2012	26	0.08	0.01	6.13	0.95	3.05	0.14
3/1/2012	27	0.08	0.01	6.14	0.84	3.17	0.12
4/1/2012	28	0.68	0.09	6.23	0.77	3.28	0.11
5/1/2012	29	4.32	0.58	6.81	0.82	3.38	0.10
6/1/2012	30	5.38	0.72	7.53	1.12	3.51	0.13
7/1/2012	31	4.94	0.66	8.20	1.48	3.68	0.18
8/1/2012	32	3.04	0.41	8.60	1.72	3.90	0.22
9/1/2012	33	2.86	0.38	8.99	1.78	4.14	0.24
10/1/2012	34	1.07	0.14	9.13	1.75	4.37	0.24
11/1/2012	35	0.08	0.01	9.14	1.60	4.60	0.23
12/1/2012	36	0.08	0.01	9.16	1.39	4.80	0.20
1/1/2013	37	0.08	0.01	9.17	1.20	4.97	0.17
2/1/2013	38	0.08	0.01	9.18	1.06	5.13	0.15
3/1/2013	39	0.08	0.01	9.19	0.95	5.26	0.13
4/1/2013	40	0.68	0.09	9.28	0.87	5.38	0.12
5/1/2013	41	4.32	0.58	9.86	0.91	5.50	0.12
6/1/2013	42	5.38	0.72	10.58	1.21	5.64	0.14
7/1/2013	43	4.94	0.66	11.25	1.57	5.83	0.19
8/1/2013	44	3.04	0.41	11.66	1.80	6.05	0.23
9/1/2013	45	2.86	0.38	12.04	1.86	6.30	0.25
10/1/2013	46	1.07	0.14	12.18	1.83	6.55	0.25
11/1/2013	47	0.08	0.01	12.20	1.67	6.79	0.24
12/1/2013	48	0.08	0.01	12.21	1.46	7.00	0.21
1/1/2014	49	0.08	0.01	12.22	1.27	7.18	0.18
2/1/2014	50	0.08	0.01	12.23	1.13	7.34	0.16
3/1/2014	51	0.08	0.01	12.24	1.01	7.49	0.14
4/1/2014	52	0.68	0.09	12.33	0.93	7.61	0.13
5/1/2014	53	4.32	0.58	12.91	0.97	7.74	0.12
6/1/2014	54	5.38	0.72	13.64	1.27	7.89	0.15
7/1/2014	55	4.94	0.66	14.30	1.62	8.08	0.20
8/1/2014	56	3.04	0.41	14.71	1.86	8.32	0.24
9/1/2014	57	2.86	0.38	15.09	1.91	8.57	0.25
10/1/2014	58	1.07	0.14	15.24	1.88	8.83	0.26
11/1/2014	59	0.08	0.01	15.25	1.72	9.08	0.24
12/1/2014	60	0.08	0.01	15.26	1.51	9.29	0.22

Rev. 03/13

APPLICATION FOR WATER ALLOTMENT CONTRACT
BASALT WATER CONSERVANCY DISTRICT

1. Applicant Contact Information

a. Name: **Hollyhock Farms, LLC**

b. Mailing Address: **Robert and Cara Barnes**
c/o Sherri Blaik
12509 Downsview Lane
Oklahoma City, OK 73142

6

c. Street Address: **1430 Hooks Spur Road**
Basalt, CO 81621

d. Telephone Numbers: **(405) 843-0363 – Sherri**
(405) 820-7505 – Robert

e. Email Addresses: **Barnesbills@cox.net.com – Sherri**
Rbarnes@barneslewis.com – Robert
Cara.barnes@gmail.com – Cara

f. If Applicant is represented by an Attorney, please provide the Attorney's contact information, including name, address, telephone, and email:

Paul Noto and Danielle Van Arsdale
Patrick, Miller & Noto, P.C.
229 Midland Avenue
Basalt, CO 81621
(970) 920-1030
noto@waterlaw.com and vanarsdale@waterlaw.com

g. Emergency Local Contact Information, including name, address, telephone, and email:

Karen Renshaw
1430 Hooks Spur Road
Basalt, CO 81621
(405) 229-9718

karenmanydogs@aol.com

h. Contact Information of property manager, caretaker, irrigator, system operator, or agent who should be provided a copy of this contract, including name, address, telephone, and email: **See Karen Renshaw info.**

2. Type of land use (development) proposed for water allotment contract (i.e. single family home, subdivision, gravel pit, etc.): **Single family home.**

3. Legal description and address of property on which District's water rights and/or contract water will be used (attach map and vesting deed with proof of ownership): **See attached parcel maps and warranty deeds.**

4. Elevation of property: __X__ 6–7,000 ft., _____ 7–8,000 ft., _____ 8–9,000 ft.

5. Name and legal description of water supply diversion point(s):

   a. Name of Diversion **Home Supply Ditch**.

   Type of Diversion **ditch** (e.g., a well, spring, ditch, pipeline, etc.)

   Legal Description: **SE** Quarter, **SW** Quarter, **NW** Quarter, Section **17**, Township **8 S.**, Range **86 W.**, of the 6th Principal Meridian, **at a point where the SW corner of Section 17 bears south 16° 30′ west 2,700 feet.**

   b. Name of Diversion **N/A**.

   Type of Diversion **well** (e.g., a well, spring, ditch, pipeline, etc.)

   Legal Description: **SE** Quarter, **SE** Quarter, Section **4**, Township **8 S.**, Range **87 W.**, of the 6th Principal Meridian, at a location **800** feet from the **south** Section line and **700** feet from the **east** Section line.

If diversion point is a well, please provide the Well Permit No.: **205405. Applicant will re-permit this well under this contract.**

Is the well operational/active? ___X___ Yes, _____ No

Is there currently an operating well meter? ___X___ Yes, _____ No

Notice: A valid well permit with operating well meter will be required under the contract.

c. Name of Diversion _____**N/A**_____.

Type of Diversion _____**well**_____ (e.g., a well, spring, ditch, pipeline, etc.)

UTM Coordinates (NAD 83):
Northing: _____**4361773.59**_____.
Easting: _____**318544.38**_____.
_____ Zone 12 / ___X___ Zone 13.

If diversion point is a well, please provide the Well Permit No.: **Applicant will permit the new well under this contract.**

Is the well operational/active? _____ Yes, ___X___ No

Is there currently an operating well meter? _____ Yes, ___X___ No

Notice: A valid well permit with operating well meter will be required under the contract.

Applicant will use its interest in the Home Supply Ditch and its wells to fill a pond on its property located at:

UTM Coordinates (NAD 83):
Northing: _____**4361250.02**_____.
Easting: _____**318508.21**_____.
_____ Zone 12 / ___X___ Zone 13.

Applicant will also use its interest in the Home Supply Ditch and its wells to fill a water feature on its property located at:

UTM Coordinates (NAD 83):
Northing: **4361189.47**.
Easting: **318458.92**.
_____ Zone 12 / __X__ Zone 13.

6. Legal Water Supply: (please check one)

__X__ Applicant requests consideration by the District to be included in the District's Umbrella Plan for Augmentation decreed in Case No. 02CW77.*

*Note: Certain applicants may qualify to be included in the District's Umbrella Plan at the District's discretion. In order to be included in the District's Umbrella Plan, the Applicant's depletions must occur within the District's defined "Area A" and the Applicant must reimburse the District its *pro rata* share of the District's expenses in obtaining the Umbrella Plan decree. Costs of reimbursement are contingent upon location and intensity of the uses, and range from $1,200 for contractees with less than 2 units (EQRs) in certain areas, to $5,000 for more than 8 EQRs in Area A-3 (generally the Roaring Fork drainage above its confluence with the Fryingpan Rivers).

_____ Applicant will obtain its own plan for augmentation by applying to the Water Court, Water Division 5 within 2 years of this application. If Applicant has already applied for its own change/approval of plan for augmentation, the Water Court Case Number is: _____.

7. Proposed waste water treatment system: (please check)

_____ Tap to central waste water treatment facility
__X__ Septic tank/leachfield system
_____ Evapotranspiration system
_____ Other:

8. Proposed use of water (please check)

__X__ Domestic/Municipal (single family home(s), duplex(s), condominium(s), mobile home(s), apartment). Please complete page four of this application.

_____ Commercial (hotel, office, warehouse, restaurant, bar, retail). Please complete page five of this application.

_____ Industrial (gravel pit, manufacturing). Please complete page six of this application.

_____ Agricultural (crop irrigation, stock watering). Please complete page seven of this application.

Date on which the county or other applicable governmental entities approved the land use for which you seek legal water service: **N/A**. (Note: Copy of the Resolution of other documentation evidencing such approval should be submitted with application.)

9. What other water rights are associated with or used on the property? **Applicant owns an undivided 1/3 interest in 1.0 c.f.s. in the Home Supply Ditch comprised of a proportionate interest in the following water rights:**

Water Right	Priority	Decree	Amount (c.f.s)	Use	Adjudication Date	Appropriation Date
Home Supply Ditch, original construction	179	CA132	20.0	Irrigation	5/11/1889	5/27/1887
Home Supply Ditch, 1st enlargement	261	CA2811	20.0	Irrigation	1/12/1931	5/1/1905
Home Supply Ditch, transfer from Nash-Peterson Ditch	332	CA3082	0.87	Irrigation	8/25/1936	5/27/1887
Home Supply Ditch, 2nd enlargement	377	CA3082	16.5	Irrigation	8/25/1936	4/15/1907
Home Supply						

Water Right	Priority	Decree	Amount (c.f.s)	Use	Adjudication Date	Appropriation Date
Ditch, transfer from Nash-Peterson Ditch	581	CA4033	1.63	Irrigation	10/24/1952	8/14/1948

10. What other uses of water occur on the property? **N/A**

Please complete the section below if you selected domestic/municipal use on Page 3, No. 8

DOMESTIC/MUNICIPAL WATER USES

In-House

Single family residential home(s) Number of Units: **3**

Duplex(s) Number of Units: _____

Condominium(s) Number of Units: _____

Apartment(s) Number of Units/Rooms: _____

Mobile Home(s) Number of Units: _____

Irrigation (lawns, parks, open space)

Total area to be irrigated _____ Sq. Ft. or **5.6** Acres

Type of irrigation system (please check)

X Sprinkler B16 GUN.

_____ Flood (irrigation ditch)

Domestic stock watering (cattle, horses)

Number of animals: **11 horses.**

Period of use (months): **12**

Other domestic/municipal uses not listed: **Replacement of evaporation depletions from a pond with a surface area of ~~9,260~~ 16,400 square feet and a water feature with a surface area of 500 square feet.**

VERIFICATION

STATE OF Colorado)
) ss.
COUNTY OF Eagle)

I, Danielle Van Arsdale (name of Applicant or Applicant's duly authorized representative), being first duly sworn, upon oath, depose and state as follows:

1) I am the Applicant or a duly authorized officer, manager, agent or attorney-in-fact for the Applicant for this Application for Water Allotment Contract;
2) I have read and know the contents of this Application;
3) The information contained herein is an accurate and complete description of the Applicant's intended use of the Basalt Water Conservancy District's water rights;
4) The Applicant acknowledges that the accuracy and truth of all statements in this Application are conditions of approval of this Application by the Basalt Water Conservancy District and of the Contract to be made pursuant to such approval; and
5) I acknowledge that this application shall be subject to the District's Water Allotment Contract as approved and issued by the District.

Date: 5/14/15

By: [signature]

Print Name: Danielle Van Arsdale

Title: attorney

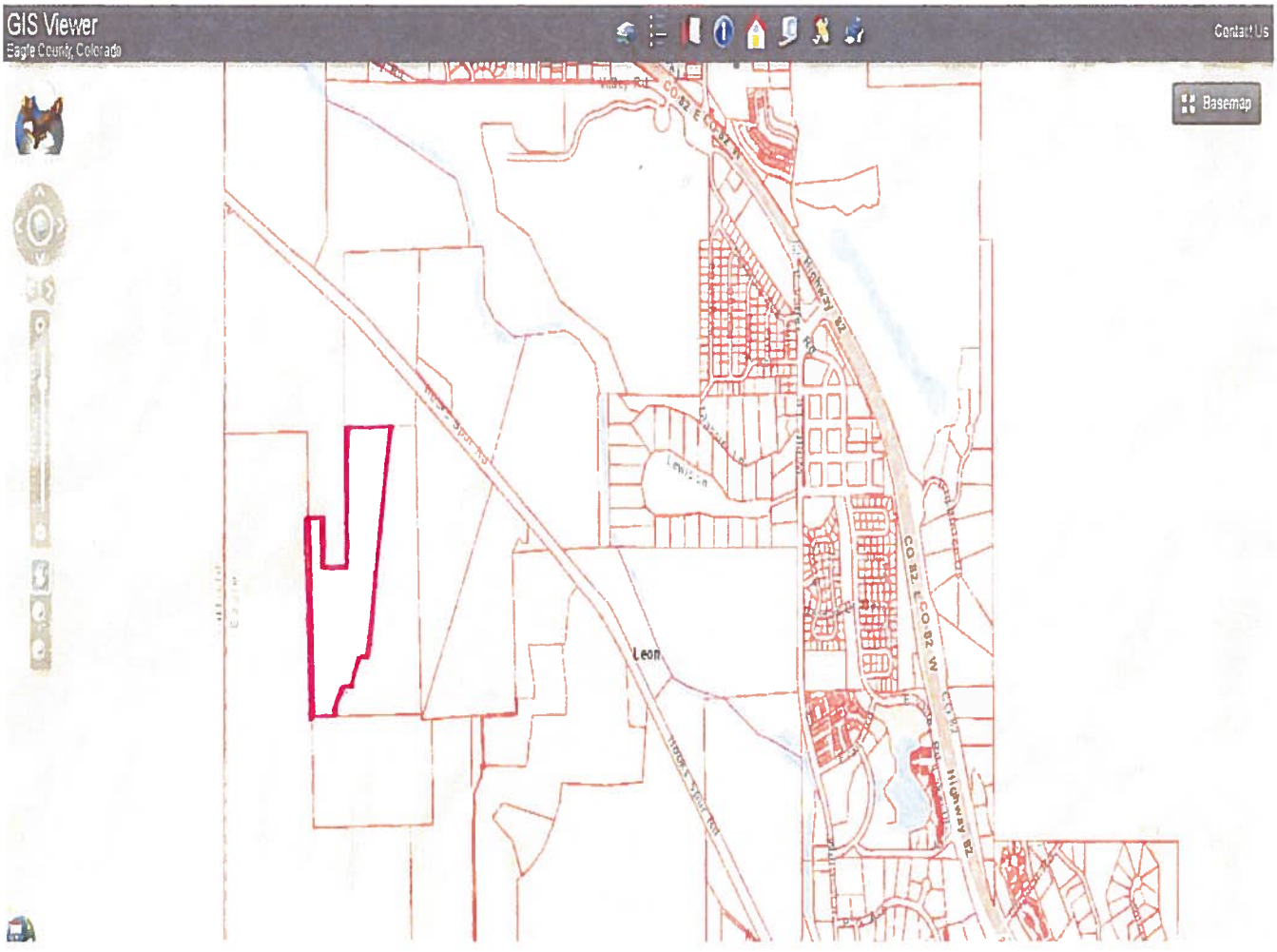
Subscribed and sworn before me this 14th day of May, 2015 by Danielle L Van Arsdale

Witness my hand and seal.

[signature]
Notary Public

R. L. MOLLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064009122
MY COMMISSION EXPIRES DECEMBER

My commission expires:


GIS Viewer
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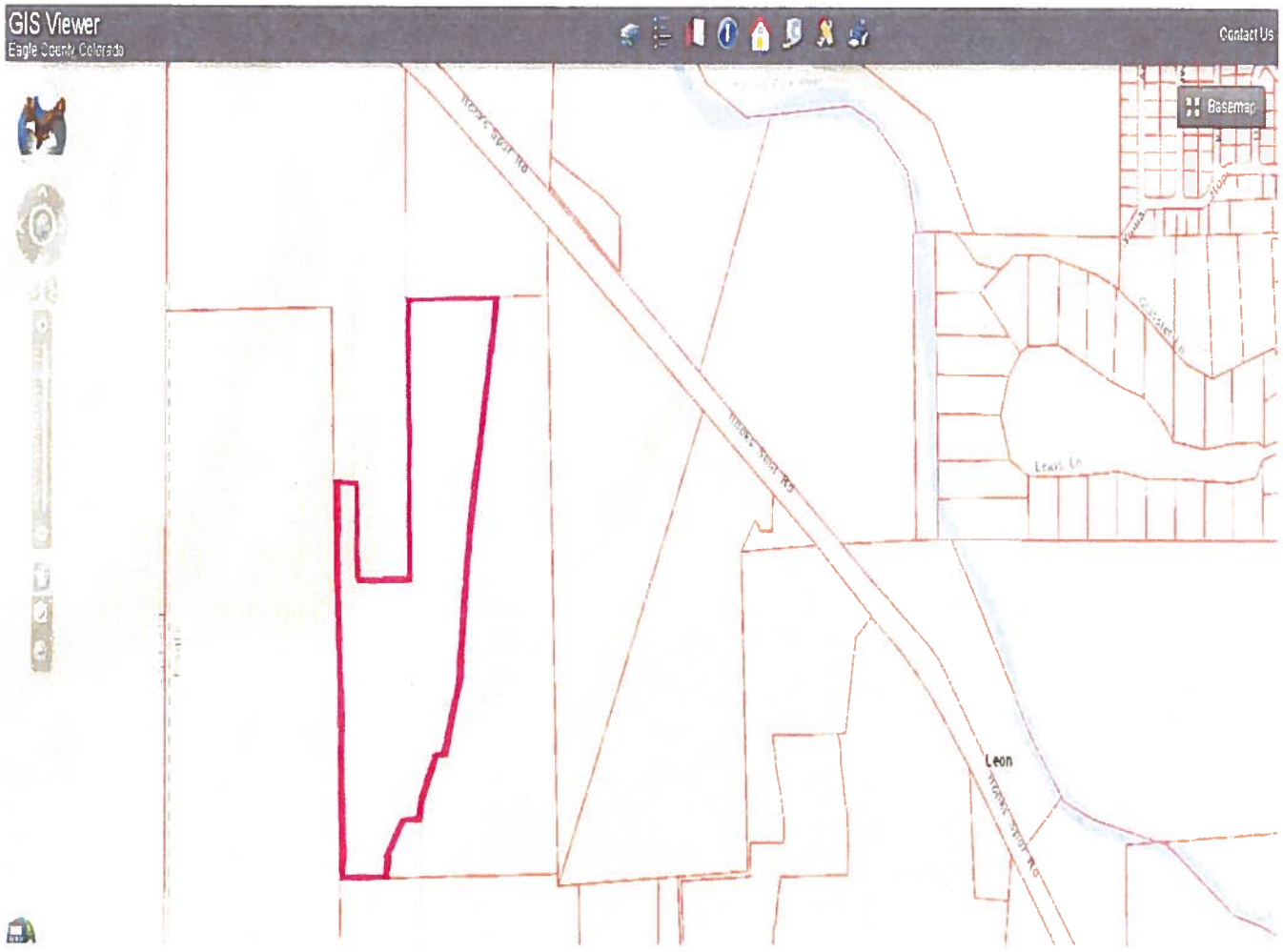
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Documentary Fee $ Ø

WARRANTY DEED

THIS DEED, made November 20, 2014,

Between RONALD W. PETTIGREW REVOCABLE TRUST DATED FEBRUARY 27, 2006 as to an undivided 10% interest and JANET L. PETTIGREW REVOCABLE TRUST DATED FEBRUARY 27, 2006, as to an undivided 10% interest

of the County of LaPlata , State of COLORADO, GRANTORS,

AND HOLLYHOCK FARMS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, GRANTEE

whose legal address is : c/o Barnes & Lewis - 720 N.W. 50th St., Suite 200B, Oklahoma City, OK 73118

of the County of Oklahoma, State of OKLAHOMA

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantors has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate and lying and being in the County of EAGLE, State of COLORADO, described as follows:

A tract of land situated in Tracts 42 and 56, Section 4, Township 8 South, Range 87 West of the 6th P.M., County of Eagle, State of Colorado, said tract of land being described by metes and bounds as follows:

Beginning at AP No. 1 of said Tract 56, said AP No. 1 being a 1924 USGLO Brass Cap Monument found in place; thence along the line between AP No. 1 and AP No. 14 of said Tract 56 S. 00°35'29" E. 413.91 feet;
thence N. 89°53'01" E. 340.00 feet;
thence N 00°11'32" W. 1194.68 feet;
thence N. 89°56'13" E. 643.20 feet;
thence S. 11°02'22" W. 980.43 feet;
thence S. 07°56'43" W. 651.85 feet;
thence S. 16°17'11" W. 366.85 feet;
thence N. 87°11'17" W. 60.98 feet;
thence S. 28°27'12" W. 213.39 feet;
thence S. 11°19'40" W. 87.59 feet;
thence S. 89°02'40" W. 117.18 feet;
thence S. 35°27'58" W. 160.59 feet;
thence S. 11°14'18" W. 108.63 feet;
thence S. 89°40'42" W. 338.16 feet to a point on the line between AP No. 2 and AP No. 3 of said Tract 56;
thence along said line N. 00°19'13" W. 1689.68 feet to said AP No. 2;
thence along the line between AP No. 1 and AP No. 2 of said Tract 56 S. 89°57'03" E. 156.15 to the Point of Beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, 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, its heirs and assigns forever. And the Grantors, for its, its heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents, its 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 those matters as set forth on Exhibit "A" attached hereto and incorporated herein by reference. The grantors shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its 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 gender shall be applicable to all genders.
IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

Documentary Fee $ ∅

WARRANTY DEED

THIS DEED, made November 20, 2014,

Between RONALD W. PETTIGREW REVOCABLE TRUST DATED FEBRUARY 27, 2006 as to an undivided 10% interest and JANET L. PETTIGREW REVOCABLE TRUST DATED FEBRUARY 27, 2006, as to an undivided 10% interest

of the County of LaPlata , State of COLORADO, GRANTORS,

AND HOLLYHOCK FARMS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, GRANTEE

whose legal address is : c/o Barnes & Lewis - 720 N.W. 50th St., Suite 200B, Oklahoma City, OK 73118

of the County of Oklahoma, State of OKLAHOMA

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantors has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate and lying and being in the County of EAGLE, State of COLORADO, described as follows:

A tract of land situated in Tracts 42 and 56, Section 4, Township 8 South, Range 87 West of the 6th P.M., County of Eagle, State of Colorado, said tract of land being described by metes and bounds as follows:

Beginning at AP No. 1 of said Tract 56, said AP No. 1 being a 1924 USGLO Brass Cap Monument found in place; thence along the line between AP No. 1 and AP No. 14 of said Tract 56 S. 00°35'29" E. 413.91 feet;
thence N. 89°53'01" E. 340.00 feet;
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thence N. 89°56'13" E. 643.20 feet;
thence S. 11°02'22" W. 980.43 feet;
thence S. 07°56'43" W. 651.85 feet;
thence S. 16°17'11" W. 366.85 feet;
thence N. 87°11'17" W. 60.98 feet;
thence S. 28°27'12" W. 213.39 feet;
thence S. 11°19'40" W. 87.59 feet;
thence S. 89°02'40" W. 117.18 feet;
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thence S. 11°14'18" W. 108.63 feet;
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thence along said line N. 00°19'13" W. 1689.68 feet to said AP No. 2;
thence along the line between AP No. 1 and AP No. 2 of said Tract 56 S. 89°57'03" E. 156.15 to the Point of Beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, 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, its heirs and assigns forever. And the Grantors, for its, its heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents, its 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 those matters as set forth on Exhibit "A" attached hereto and incorporated herein by reference. The grantors shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its 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 gender shall be applicable to all genders.
IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

SIGNATURE PAGE TO WARRANTY DEED
PAGE 2

RONALD W. PETTIGREW REVOCABLE TRUST DATED FEBRUARY 27, 2006

BY: RONALD W. PETTIGREW, TRUSTEE

Janet L. Pettigrew trustee
BY: JANET L. PETTIGREW, TRUSTEE

JANET L. PETTIGREW REVOCABLE TRUST DATED FEBRUARY 27, 2006

BY: RONALD W. PETTIGREW, TRUSTEE

Janet L. Pettigrew trustee
BY: JANET L. PETTIGREW, TRUSTEE

STATE OF Colorado)
ss
COUNTY OF La Plata)

The foregoing instrument was acknowledged before me this _____day of _____, 2014, by RONALD W. PETTIGREW AND JANET L. PETTIGREW AS TRUSTEES OF THE RONALD W. PETTIGREW REVOCABLE TRUST DATED FEBRUARY 27, 2006 AND JANET L. PETTIGREW AND RONALD W. PETTIGREW AS TRUSTEES OF THE JANET L. PETTIGREW REVOCABLE TRUST DATED FEBRUARY 27, 2006

WITNESS my hand and official seal
my commission expires:
11-30-2017

Notary Public

CHRISTINE A. PRIAULX
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064037304
MY COMMISSION EXPIRES NOVEMBER 30, 2017

PCT24055W

EXHIBIT "A"

1. Taxes for the year 2014 not yet due or payable.

2. 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 right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded November 4, 1896 in Book 48 at Page 210.

3. Terms, conditions, provisions and obligations as set forth in Deed recorded June 7, 1958 in Book 161 at Page 293.

4. 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 right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded November 1, 1993 in Book 623 at Page 606.

5. Terms, conditions, provisions, obligations and all matters as set forth in Resolution of the Board of County Commissioners recorded July 30, 1992 in Book 585 at Page 925 as Resolution No. 92-73, Series of 1992.

6. Terms, conditions, provisions, obligations and all matters as set forth in Resolution of the Board of County Commissioners recorded July 31, 1992 in Book 586 at Page 008 as Resolution No. 89-99, Series of 1992.

7. Terms, conditions, provisions and obligations as set forth in Easement recorded December 2, 1993 as Reception No. 522403 in Book 626 at Page 340 and First Amendment to Easement, recorded May 9, 1995 as Reception No. 562853 in Book 666 at Page 830 and Ratification recorded May 10, 2006 as Reception No. 200612164 and that portion of Quit Claim Deed with regard to easement recorded May 15, 2006 as Reception No. 200612452.

8. Easements, rights of way and all matters as disclosed on the Monumented Land Survey of "Hookspur Parcels" recorded in the Eagle County Index for Informational Land Survey Plats August 9, 1994 in Book 1 at Page 147.

9. Easement and right of way for an electric transmission or distribution line or system, as granted to Holy Cross Electric Association, Inc., in instrument recorded January 9, 1998 as Reception No. 644348.

10. Terms, conditions, provisions and obligations as set forth in Protective Covenants for Hookspur Ranch recorded May 9, 1995 in Book 666 at Page 832 and Amendment to Protective Covenants for Hookspur Ranch recorded December 7, 2009 as Reception No. 200925992.

11. Terms, conditions, provisions and obligations as set forth in Trench, Conduit and Vault Agreement with Holy Cross Electric Association, Inc., recorded October 3, 1995 in Book 677 at Page 457 as Reception No. 573469.

12. Easement and right of way for an electric transmission or distribution line or system, as granted to Holy Cross Electric Association, Inc., in instrument recorded December 18, 1995 in Book 683 at Page 873 as Reception No. 579879.

13. Terms, conditions, provisions and obligations as set forth in Trench, Conduit and Vault Agreement with Holy Cross Electric Association, Inc., recorded July 28, 1997 in Book 733 at Page 199 as Reception No. 629156.

14. Terms, conditions, provisions and obligations of Contract for Electric Service granted to Holy Cross Electric Association, Inc. recorded January 9, 1998 as Reception No. 644349.

15. Terms, conditions, provisions and obligations as set forth in Private Access License by and between The Roaring Fork Transportation Authority and Hookspur Ranch Homeowners' Association, Inc., recorded May 24, 2006 as Reception No. 200613839 which replaces Agreement recorded August 2, 1995 as Reception No. 568423 in Book 672 at Page 406.

16. Terms, conditions, provisions and obligations as set forth in Articles of Incorporation of Hookspur Ranch Homeowners' Association, Inc., recorded April 26, 2006 as Reception No. 200610729.

17. Easements, rights of way and all matters as disclosed on Lot Line Adjustment Plat of Parcels A and B Hookspur Parcels recorded November 3, 2008 as Reception No. 200823524 and Certificate of Correction recorded January 5, 2009 as Reception No. 200900043.

18. Any tenancies and leases.

19. Encroachments and all matters as disclosed by Survey of Scarrow & Walker Incorporated dated May 14, 2014 as Job No. 93333.

Eagle County, CO 201420457
Teak J Simonton 11/25/2014
Pgs: 4 02:20:03 PM
REC: $26.00 DOC: $0.00

Documentary Fee $Ø

WARRANTY DEED

THIS DEED, made November 20, 2014,

Between FIRST REGIONAL BANK CUST FBO G. RICHARD WHEELOCK IRA #990335 as to an undivided 7.512% interest

of the County of Cuyahoga, State of OHIO, GRANTOR,

AND HOLLYHOCK FARMS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, GRANTEE

whose legal address is : c/o Barnes & Lewis - 720 N.W. 50th St., Suite 200B, Oklahoma City, OK 73118

of the County of Oklahoma, State of OKLAHOMA

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate and lying and being in the County of EAGLE, State of COLORADO, described as follows:

A tract of land situated in Tracts 42 and 56, Section 4, Township 8 South, Range 87 West of the 6th P.M., County of Eagle, State of Colorado, said tract of land being described by metes and bounds as follows:

Beginning at AP No. 1 of said Tract 56, said AP No. 1 being a 1924 USGLO Brass Cap Monument found in place; thence along the line between AP No. 1 and AP No. 14 of said Tract 56 S. 00°35'29" E. 413.91 feet;
thence N. 89°53'01" E. 340.00 feet;
thence N 00°11'32" W. 1194.68 feet;
thence N. 89°56'13" E. 643.20 feet;
thence S. 11°02'22" W. 980.43 feet;
thence S. 07°56'43" W. 651.85 feet;
thence S. 16°17'11" W. 366.85 feet;
thence N. 87°11'17" W. 60.98 feet;
thence S. 28°27'12" W. 213.39 feet;
thence S. 11°19'40" W. 87.59 feet;
thence S. 89°02'40" W. 117.18 feet;
thence S. 35°27'58" W. 160.59 feet;
thence S. 11°14'18" W. 108.63 feet;
thence S. 89°40'42" W. 338.16 feet to a point on the line between AP No. 2 and AP No. 3 of said Tract 56;
thence along said line N. 00°19'13" W. 1689.68 feet to said AP No. 2;
thence along the line between AP No. 1 and AP No. 2 of said Tract 56 S. 89°57'03" E. 156.15 to the Point of Beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, 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, its heirs and assigns forever. And the Grantor, for its, its heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents, its 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 those matters as set forth on Exhibit "A" attached hereto and incorporated herein by reference. The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its 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 gender shall be applicable to all genders.
IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

Documentary Fee $Ø

WARRANTY DEED

THIS DEED, made November 20, 2014,

Between FIRST REGIONAL BANK CUST FBO G. RICHARD WHEELOCK IRA #990335 as to an undivided 7.512% interest

of the County of Cuyahoga, State of OHIO, GRANTOR,

AND HOLLYHOCK FARMS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, GRANTEE

whose legal address is : c/o Barnes & Lewis - 720 N.W. 50th St., Suite 200B, Oklahoma City, OK 73118

of the County of Oklahoma, State of OKLAHOMA

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate and lying and being in the County of EAGLE, State of COLORADO, described as follows:

A tract of land situated in Tracts 42 and 56, Section 4, Township 8 South, Range 87 West of the 6th P.M., County of Eagle, State of Colorado, said tract of land being described by metes and bounds as follows:

Beginning at AP No. 1 of said Tract 56, said AP No. 1 being a 1924 USGLO Brass Cap Monument found in place; thence along the line between AP No. 1 and AP No. 14 of said Tract 56 S. 00°35'29" E. 413.91 feet;
thence N. 89°53'01" E. 340.00 feet;
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thence N. 89°56'13" E. 643.20 feet;
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thence S. 35°27'58" W. 160.59 feet;
thence S. 11°14'18" W. 108.63 feet;
thence S. 89°40'42" W. 338.16 feet to a point on the line between AP No. 2 and AP No. 3 of said Tract 56;
thence along said line N. 00°19'13" W. 1689.68 feet to said AP No. 2;
thence along the line between AP No. 1 and AP No. 2 of said Tract 56 S. 89°57'03" E. 156.15 to the Point of Beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, 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, its heirs and assigns forever. And the Grantor, for its, its heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents, its 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 those matters as set forth on Exhibit "A" attached hereto and incorporated herein by reference. The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its 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 gender shall be applicable to all genders.
IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

SIGNATURE PAGE TO WARRANTY DEED
PAGE 2

FIRST REGIONAL BANK CUST FBO G. RICHARD WHEELOCK IRA #990335
BY FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER
BY EQUITY TRUST COMPANY, SUCCESSOR CUSTODIAN

BY _____

TITLE Victoria Stutson Corporate Alternate Signer AND ~~ATTORNEY IN FACT~~

STATE OF Ohio)
ss
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 19th day of November, 2014, by Victoria Stutson, AS Corp Alt Signer AND ATTORNEY IN FACT FOR EQUITY TRUST COMPANY AS SUCCESSOR CUSTODIAN FOR FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF FIRST REGIONAL BANK CUST FBO G. RICHARD WHEELOCK IRA #990335

WITNESS my hand and official seal
my commission expires:
Commission: 2014-RE-501708
Expires: 22-July-2019
APPROVED BY:

JOHN D HANSING NOTARY PUBLIC, STATE OF OHIO

_____
Notary Public

THE WHEELOCK REVOCABLE TRUST DATED JANUARY 27, 1989

_____
BY: GEORGE RICHARD WHEELOCK, JR, TRUSTEE

SIGNATURE PAGE TO WARRANTY DEED
PAGE 2

FIRST REGIONAL BANK CUST FBO G. RICHARD WHEELOCK IRA #990335
BY FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER
BY EQUITY TRUST COMPANY, SUCCESSOR CUSTODIAN

BY_____

TITLE: _____ AND ATTORNEY IN FACT

STATE OF _____)
ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 2014, by _____, AS _____AND ATTORNEY IN FACT FOR EQUITY TRUST COMPANY AS SUCCESSOR CUSTODIAN FOR FEDERAL DEPOSIT INSURANCE CORPORATION , RECEIVER OF FIRST REGIONAL BANK CUST FBO G. RICHARD WHEELOCK IRA #990335

WITNESS my hand and official seal
my commission expires:

_____
Notary Public

APPROVED BY:

THE WHEELOCK REVOCABLE TRUST DATED JANUARY 27, 1989

_____ TTEE
BY: GEORGE RICHARD WHEELOCK, JR, TRUSTEE

EXHIBIT "A"

1. Taxes for the year 2014 not yet due or payable.

2. 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 right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded November 4, 1896 in Book 48 at Page 210.

3. Terms, conditions, provisions and obligations as set forth in Deed recorded June 7, 1958 in Book 161 at Page 293.

4. 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 right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded November 1, 1993 in Book 623 at Page 606.

5. Terms, conditions, provisions, obligations and all matters as set forth in Resolution of the Board of County Commissioners recorded July 30, 1992 in Book 585 at Page 925 as Resolution No. 92-73, Series of 1992.

6. Terms, conditions, provisions, obligations and all matters as set forth in Resolution of the Board of County Commissioners recorded July 31, 1992 in Book 586 at Page 008 as Resolution No. 89-99, Series of 1992.

7. Terms, conditions, provisions and obligations as set forth in Easement recorded December 2, 1993 as Reception No. 522403 in Book 626 at Page 340 and First Amendment to Easement, recorded May 9, 1995 as Reception No. 562853 in Book 666 at Page 830 and Ratification recorded May 10, 2006 as Reception No. 200612164 and that portion of Quit Claim Deed with regard to easement recorded May 15, 2006 as Reception No. 200612452.

8. Easements, rights of way and all matters as disclosed on the Monumented Land Survey of "Hookspur Parcels" recorded in the Eagle County Index for Informational Land Survey Plats August 9, 1994 in Book 1 at Page 147.

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11. Terms, conditions, provisions and obligations as set forth in Trench, Conduit and Vault Agreement with Holy Cross Electric Association, Inc., recorded October 3, 1995 in Book 677 at Page 457 as Reception No. 573469.

12. Easement and right of way for an electric transmission or distribution line or system, as granted to Holy Cross Electric Association, Inc., in instrument recorded December 18, 1995 in Book 683 at Page 873 as Reception No. 579879.

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18. Any tenancies and leases.

19. Encroachments and all matters as disclosed by Survey of Scarrow & Walker Incorporated dated May 14, 2014 as Job No. 93333.

Eagle County, CO 201420455
Teak J Simonton 11/25/2014
Pgs: 3 02:20:03 PM
REC: $21.00 DOC: $0.00

Documentary Fee $Ø

WARRANTY DEED

THIS DEED, made November 20, 2014,

Between WILLIAM PEASE FAMILY LIMITED PARTNERSHIP, NOW KNOWN AS KING SALMON FAMILY MANAGEMENT, LLC, ACCORDING TO THE STATEMENT OF AUTHORITY RECORDED NOVEMBER 21, 2014 AS RECEPTION NO. 201420234 as to an undivided 7.512% interest

of the County of Anchorage, State of AK, GRANTOR,

AND HOLLYHOCK FARMS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, GRANTEE

whose legal address is : c/o Barnes & Lewis - 720 N.W. 50th St., Suite 200B, Oklahoma City, OK 73118 of the County of Oklahoma, State of OKLAHOMA

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate and lying and being in the County of EAGLE, State of COLORADO, described as follows:

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thence S. 89°40'42" W. 338.16 feet to a point on the line between AP No. 2 and AP No. 3 of said Tract 56;
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TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, 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, its heirs and assigns forever. And the Grantor, for its, its heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents, its 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 those matters as set forth on Exhibit "A" attached hereto and incorporated herein by reference. The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its 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 gender shall be applicable to all genders.
IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

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of the County of Anchorage, State of AK, GRANTOR,

AND HOLLYHOCK FARMS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, GRANTEE

whose legal address is : c/o Barnes & Lewis - 720 N.W. 50th St., Suite 200B, Oklahoma City, OK 73118 of the County of Oklahoma, State of OKLAHOMA

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IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

SIGNATURE PAGE TO WARRANTY DEED
PAGE 2

WILLIAM PEASE FAMILY LIMITED PARTNERSHIP, NOW KNOWN AS
KING SALMON FAMILY MANAGEMENT, LLC

BY: WILLIAM D. PEASE, SOLE MANAGER

STATE OF Alaska)
~~COUNTY~~ City OF Anch) ss

The foregoing instrument was acknowledged before me this 19 day of Nov., 2014, by WILLIAM D. PEASE, SOLE MANAGER OF KING SALMON FAMILY MANAGEMENT, LLC, FORMERLY KNOWN AS WILLIAM PEASE FAMILY LIMITED PARTNERSHIP.

WITNESS my hand and official seal
my commission expires:

Notary Public

State of Alaska
NOTARY PUBLIC
Cheryl A. Snyder
My Commission Expires Dec 28, 2016

PCT24055W

EXHIBIT "A"

1. Taxes for the year 2014 not yet due or payable.

2. 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 right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded November 4, 1896 in Book 48 at Page 210.

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12. Easement and right of way for an electric transmission or distribution line or system, as granted to Holy Cross Electric Association, Inc., in instrument recorded December 18, 1995 in Book 683 at Page 873 as Reception No. 579879.

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15. Terms, conditions, provisions and obligations as set forth in Private Access License by and between The Roaring Fork Transportation Authority and Hookspur Ranch Homeowners' Association, Inc., recorded May 24, 2006 as Reception No. 200613839 which replaces Agreement recorded August 2, 1995 as Reception No. 568423 in Book 672 at Page 406.

16. Terms, conditions, provisions and obligations as set forth in Articles of Incorporation of Hookspur Ranch Homeowners' Association, Inc., recorded April 26, 2006 as Reception No. 200610729.

17. Easements, rights of way and all matters as disclosed on Lot Line Adjustment Plat of Parcels A and B Hookspur Parcels recorded November 3, 2008 as Reception No. 200823524 and Certificate of Correction recorded January 5, 2009 as Reception No. 200900043.

18. Any tenancies and leases.

19. Encroachments and all matters as disclosed by Survey of Scarrow & Walker Incorporated dated May 14, 2014 as Job No. 93333.

Eagle County, CO 201420454
Teak J Simonton 11/25/2014
Pgs: 3 02:20:03 PM
REC: $21.00 DOC: $0.00

Documentary Fee $ Ø

WARRANTY DEED

THIS DEED, made November 14, 2014,

Between J BAR D RANCH LPA, A COLORADO LIMITED PARTNERSHIP ASSOCIATION as to an undivided 18.684% interest and SHARON RUNYAN, as to an undivided 7.512% interest and DON TURNER as to an undivided 7.512% interest and BEVERLY SHAFER, MD as to an undivided 7.512% interest and BRET MASON as to an undivided 3.756% interest

of the County of LA PLATA, State of CO, GRANTORS,

AND HOLLYHOCK FARMS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, GRANTEE

whose legal address is : c/o Barnes & Lewis - 720 N.W. 50th St., Suite 200B, Oklahoma City, OK 73118 of the County of Oklahoma, State of OKLAHOMA

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantors has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate and lying and being in the County of EAGLE , State of COLORADO, described as follows:

A tract of land situated in Tracts 42 and 56, Section 4, Township 8 South, Range 87 West of the 6th P.M., County of Eagle, State of Colorado, said tract of land being described by metes and bounds as follows:

Beginning at AP No. 1 of said Tract 56, said AP No. 1 being a 1924 USGLO Brass Cap Monument found in place; thence along the line between AP No. 1 and AP No. 14 of said Tract 56 S. 00°35'29" E. 413.91 feet;
thence N. 89°53'01" E. 340.00 feet;
thence N 00°11'32" W. 1194.68 feet;
thence N. 89°56'13" E. 643.20 feet;
thence S. 11°02'22" W. 980.43 feet;
thence S. 07°56'43" W. 651.85 feet;
thence S. 16°17'11" W. 366.85 feet;
thence N. 87°11'17" W. 60.98 feet;
thence S. 28°27'12" W. 213.39 feet;
thence S. 11°19'40" W. 87.59 feet;
thence S. 89°02'40" W. 117.18 feet;
thence S. 35°27'58" W. 160.59 feet;
thence S. 11°14'18" W. 108.63 feet;
thence S. 89°40'42" W. 338.16 feet to a point on the line between AP No. 2 and AP No. 3 of said Tract 56;
thence along said line N. 00°19'13" W. 1689.68 feet to said AP No. 2;
thence along the line between AP No. 1 and AP No. 2 of said Tract 56 S. 89°57'03" E. 156.15 to the Point of Beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantors 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, its heirs and assigns forever. And the Grantors, for their heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents, 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 those matters as set forth on Exhibit "A" attached hereto and incorporated herein by reference. The grantors shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its 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 gender shall be applicable to all genders.
IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

Documentary Fee $ Ø

WARRANTY DEED

THIS DEED, made November 14, 2014,

Between J BAR D RANCH LPA, A COLORADO LIMITED PARTNERSHIP ASSOCIATION as to an undivided 18.684% interest and SHARON RUNYAN, as to an undivided 7.512% interest and DON TURNER as to an undivided 7.512% interest and BEVERLY SHAFER, MD as to an undivided 7.512% interest and BRET MASON as to an undivided 3.756% interest

of the County of LA PLATA, State of CO, GRANTORS,

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thence along said line N. 00°19'13" W. 1689.68 feet to said AP No. 2;
thence along the line between AP No. 1 and AP No. 2 of said Tract 56 S. 89°57'03" E. 156.15 to the Point of Beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantors 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, its heirs and assigns forever. And the Grantors, for their heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents, 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 those matters as set forth on Exhibit "A" attached hereto and incorporated herein by reference. The grantors shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its 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 gender shall be applicable to all genders.
IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

SIGNATURE PAGE TO WARRANTY DEED
PAGE 2

J BAR D RANCH LPA, A COLORADO LIMITED PARTNERSHIP ASSOCIATION

BY: CHARLES SHAFER II, GENERAL PARTNER

SHARON RUNYAN BY CHARLES SHAFER, AS ATTORNEY IN FACT

DON TURNER BY CHARLES SHAFER, AS ATTORNEY IN FACT

BEVERLY SHAFER, MD BY CHARLES SHAFER, AS ATTORNEY IN FACT

BRET MASON BY CHARLES SHAFER, AS ATTORNEY IN FACT

STATE OF COLORADO)
ss
COUNTY OF La Plata)

The foregoing instrument was acknowledged before me this 3rd day of November, 2014, by J BAR D RANCH LPA, A COLORADO LIMITED PARTNERSHIP ASSOCIATION BY CHARLES SHAFER II, AS GENERAL PARTNER and SHARON RUNYAN BY CHARLES SHAFER, AS ATTORNEY IN FACT and DON TURNER BY CHARLES SHAFER, AS ATTORNEY IN FACT and BEVERLY SHAFER, MD BY CHARLES SHAFER, AS ATTORNEY IN FACT and BRET MASON BY CHARLES SHAFER, AS ATTORNEY IN FACT

WITNESS my hand and official seal
my commission expires:

ALBERT CARLSON NOTARY PUBLIC STATE OF COLORADO My Commission Expires 2-2-16

Albert Carlson
Notary Public

PCT24055W

EXHIBIT "A"

1. Taxes for the year 2014 not yet due or payable.

2. 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 right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded November 4, 1896 in Book 48 at Page 210.

3. Terms, conditions, provisions and obligations as set forth in Deed recorded June 7, 1958 in Book 161 at Page 293.

4. 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 right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded November 1, 1993 in Book 623 at Page 606.

5. Terms, conditions, provisions, obligations and all matters as set forth in Resolution of the Board of County Commissioners recorded July 30, 1992 in Book 585 at Page 925 as Resolution No. 92-73, Series of 1992.

6. Terms, conditions, provisions, obligations and all matters as set forth in Resolution of the Board of County Commissioners recorded July 31, 1992 in Book 586 at Page 008 as Resolution No. 89-99, Series of 1992.

7. Terms, conditions, provisions and obligations as set forth in Easement recorded December 2, 1993 as Reception No. 522403 in Book 626 at Page 340 and First Amendment to Easement, recorded May 9, 1995 as Reception No. 562853 in Book 666 at Page 830 and Ratification recorded May 10, 2006 as Reception No. 200612164 and that portion of Quit Claim Deed with regard to easement recorded May 15, 2006 as Reception No. 200612452.

8. Easements, rights of way and all matters as disclosed on the Monumented Land Survey of "Hookspur Parcels" recorded in the Eagle County Index for Informational Land Survey Plats August 9, 1994 in Book 1 at Page 147.

9. Easement and right of way for an electric transmission or distribution line or system, as granted to Holy Cross Electric Association, Inc., in instrument recorded January 9, 1998 as Reception No. 644348.

10. Terms, conditions, provisions and obligations as set forth in Protective Covenants for Hookspur Ranch recorded May 9, 1995 in Book 666 at Page 832 and Amendment to Protective Covenants for Hookspur Ranch recorded December 7, 2009 as Reception No. 200925992.

11. Terms, conditions, provisions and obligations as set forth in Trench, Conduit and Vault Agreement with Holy Cross Electric Association, Inc., recorded October 3, 1995 in Book 677 at Page 457 as Reception No. 573469.

12. Easement and right of way for an electric transmission or distribution line or system, as granted to Holy Cross Electric Association, Inc., in instrument recorded December 18, 1995 in Book 683 at Page 873 as Reception No. 579879.

13. Terms, conditions, provisions and obligations as set forth in Trench, Conduit and Vault Agreement with Holy Cross Electric Association, Inc., recorded July 28, 1997 in Book 733 at Page 199 as Reception No. 629156.

14. Terms, conditions, provisions and obligations of Contract for Electric Service granted to Holy Cross Electric Association, Inc. recorded January 9, 1998 as Reception No. 644349.

15. Terms, conditions, provisions and obligations as set forth in Private Access License by and between The Roaring Fork Transportation Authority and Hookspur Ranch Homeowners' Association, Inc., recorded May 24, 2006 as Reception No. 200613839 which replaces Agreement recorded August 2, 1995 as Reception No. 568423 in Book 672 at Page 406.

16. Terms, conditions, provisions and obligations as set forth in Articles of Incorporation of Hookspur Ranch Homeowners' Association, Inc., recorded April 26, 2006 as Reception No. 200610729.

17. Easements, rights of way and all matters as disclosed on Lot Line Adjustment Plat of Parcels A and B Hookspur Parcels recorded November 3, 2008 as Reception No. 200823524 and Certificate of Correction recorded January 5, 2009 as Reception No. 200900043.

18. Any tenancies and leases.

19. Encroachments and all matters as disclosed by Survey of Scarrow & Walker Incorporated dated May 14, 2014 as Job No. 93333.

Eagle County, CO 201420448
Teak J Simonton 11/25/2014
Pgs: 3 02:20:03 PM
REC: $21.00 DOC: $179.35

Documentary Fee $ 179.35

WARRANTY DEED

THIS DEED, made November 20, 2014,

Between MARK ZEMPEL as to an undivided 20% interest

of the County of LaPlata, State of COLORADO, GRANTOR,

AND HOLLYHOCK FARMS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, GRANTEE

whose legal address is : c/o Barnes & Lewis - 720 N.W. 50th St., Suite 200B, Oklahoma City, OK 73118

of the County of Oklahoma, State of OKLAHOMA

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate and lying and being in the County of EAGLE, State of COLORADO, described as follows:

A tract of land situated in Tracts 42 and 56, Section 4, Township 8 South, Range 87 West of the 6th P.M., County of Eagle, State of Colorado, said tract of land being described by metes and bounds as follows:

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IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

Documentary Fee $ 179.35

WARRANTY DEED

THIS DEED, made November 20, 2014,

Between MARK ZEMPEL as to an undivided 20% interest

of the County of LaPlata, State of COLORADO, GRANTOR,

AND HOLLYHOCK FARMS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, GRANTEE

whose legal address is : c/o Barnes & Lewis - 720 N.W. 50th St., Suite 200B, Oklahoma City, OK 73118

of the County of Oklahoma, State of OKLAHOMA

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IN WITNESS WHEREOF the grantor has executed this deed.

SIGNATURES ON PAGE 2

SIGNATURE PAGE TO WARRANTY DEED
PAGE 2

MARK ZEMPEL

STATE OF Arizona)
ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 18 day of November, 2014, by MARK ZEMPEL

WITNESS my hand and official seal
my commission expires:

STACY FETTKETHER NOTARY PUBLIC MARICOPA COUNTY, ARIZONA COM. EXP. 09-07-18

Notary Public

PCT24055W

EXHIBIT "A"

1. Taxes for the year 2014 not yet due or payable.

2. 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 right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded November 4, 1896 in Book 48 at Page 210.

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18. Any tenancies and leases.

19. Encroachments and all matters as disclosed by Survey of Scarrow & Walker Incorporated dated May 14, 2014 as Job No. 93333.

Eric Mangeot

From: Paul L Noto <noto@waterlaw.com>
Sent: Tuesday, June 02, 2015 2:48 PM
To: Eric Mangeot
Cc: Danielle L. Van Arsdale; Robert (rbarnes49@gmail.com); Doug Rager (ragerarchitect@gmail.com); Danielle L. Van Arsdale
Subject: Hollyhock Farms Basalt District application

Eric- as we discussed, please increase the amount of pond evaporation augmentation water we apply for by 7,140 square feet, so the total pond and water feature surface area augmented would be 16,900 square feet (0.39 acre).

Thanks, and let me know if you have any questions.

Paul L. Noto
noto@waterlaw.com
0197 Prospector Road, Suite 2104A
Aspen, Colorado 81611

Denver Place
999 18th Street, 30th Floor
Denver, CO 80202
(970) 920.1030 tel
(970) 925.6847 fax
www.waterlaw.com

WATERLAW
PATRICK | MILLER | NOTO
ARIZONA · COLORADO · MONTANA · NORTH DAKOTA · OKLAHOMA · TEXAS

This email may contain confidential or privileged information. If you believe you have received it in error, please notify the sender immediately and delete this message without copying or disclosing it.

Eric Mangeot

From: Danielle L. Van Arsdale <vanarsdale@waterlaw.com>
Sent: Thursday, May 28, 2015 2:40 PM
To: Eric Mangeot
Cc: Paul L Noto
Subject: RE: Hollyhock Farms, LLC BWCD Application

Hi Eric, please see the answers to your questions below in red.

Danielle L. Van Arsdale
Associate Attorney
vanarsdale@waterlaw.com

197 Prospector Drive, Suite 2104A
Aspen, Colorado 81611
(970) 920.1028 tel
(970) 925.6847 fax
www.waterlaw.com

WATERLAW
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From: Eric Mangeot [mailto:ericm@resource-eng.com]
Sent: Tuesday, May 19, 2015 12:29 PM
To: Paul L Noto
Cc: Danielle L. Van Arsdale; Melody Morris; Chris Geiger
Subject: Hollyhock Farms, LLC BWCD Application

Paul and Danielle,

Thank you for submitting your BWCD water allotment contract application for Hollyhock Farms, LLC (Applicant). The Applicant is seeking to be included into the District's Umbrella Augmentation Plan 02CW77 to replace depletions associated with 3 single family dwellings, 5.6 acres of irrigation, 11 horses, and evaporation associated with a 9,260 square feet surface acre pond and 500 square feet water feature . In order to complete the engineering for inclusion into the Umbrella Plan, I have the following initial questions:

1) The Applicant has a 1/3 undivided interest in 1.0 cfs in the Home Supply Ditch. Why does the Applicant include 5.6 acres irrigation in the contract application? The application indicates that the Home Supply Ditch is gravity operated (i.e. ditch diversion); therefore, the irrigated lands are presumably still below the ditch. Applicant

plans to continue to make gravity diversions of its 0.33 cfs in the Home Supply Ditch through a headgate located on its property. It will then pump some of this water into the pond described in its BWCD contract application. This pond is up-gradient of the ditch. Applicant will then use ditch water stored in the pond to irrigate new lands above the ditch.

2) What is the volume of the pond? What is the volume of the water feature? The volume of the pond will be 0.4 acre-feet. The volume of the water feature will be 0.022 acre-feet.

3) The application includes three sources of supply, the Home Supply Ditch, an existing permitted well (205405), and a proposed well.
   a. Page 3 of the application states: "Applicant will use its interest in the Home Supply Ditch and its wells to fill a pond on its property." What percentage of the pond will be filled by each source of supply each month? Between May 15 and Oct. 15 of each year, 90% of the pond will be filled from the Home Supply Ditch and 10% will be filled from the well described under paragraph 5.c of Applicant's BWCD contract application (the "new well"). Between Oct. 16 and May 14 each year, 100% of any pond filling will come from the new well.
   b. Similarly, Page 4 of the application states: "Applicant will use its interest in the Home Supply Ditch and its wells to fill a water feature on its property." What percentage of the water feature will be filled by each source of supply each month? *See* response 3(a) above.
   c. What is the proposed diversion rate for the wells and Home Supply Ditch for which you are seeking a contract? The proposed diversion rate for the Home Supply Ditch is 0.33 cfs. The proposed diversion rate for each well is 15 gpm.

4) Page 7 of the application states that the 5.6 acres of irrigation will be sprinkler and flood irrigated.
   a. What percentage will be flood irrigated and what percentage will be sprinkler irrigated? All sprinkler irrigation.
   b. Will the sprinkler irrigation be large gun or small heads? All large gun.
   c. Of the 5.6 acres of irrigation, how much acreage will be supplied by each well and how much by the ditch? The new well will irrigate 1.0 acre. The ditch water stored in the pond will irrigate 4.6 acres.

5) Please verify that the source of supply for the 3 single family dwellings will be either the existing well or the proposed well. The well described under paragraph 5.b of Applicant's BWCD contract application (the "existing well") will supply the 3 dwellings.

6) Assuming 5) is correct. Will the wells be tied to a central treatment system or will one well serve two residences and the other well will serve the remaining residence? If the latter is true, which well will serve two residences? *See* response 5) above.

7) What is the source of supply for the horses? The new well.

Answers to these questions are needed to properly permit the wells and/or ensure that depletions are being augmented in time and amount. Why this appears to be a lot of questions, I believe that they can all be easily addressed or that you can provide me with some reasonable assumptions.

Regards,

Eric F. Mangeot, P.E.
Water Resources Engineer
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From: Eric Mangeot
Sent: Monday, May 18, 2015 9:25 AM
To: 'Paul L Noto'
Cc: Danielle L. Van Arsdale; Melody Morris
Subject: Aspen Residence Family Revocable Living Trust BWCD Application

Paul and Danielle,

Thanks you for submitting your BWCD water allotment contract application for Aspen Residence Family Revocable Living Trust (ARFRLT). As you are aware, this application is in support of pending private augmentation plan for one acre of sprinkler irrigation from the Aspen Residence Pump and Pipeline. As such, ARFRLT will need to provide the engineering in support of the pending water court application that will include a monthly breakdown of the augmentation requirements including 10% transit loss. The BWCD water allotment contract application cannot be further processed until the engineering is received. Resource Engineering, Inc. or another engineering firm could assist the ARFRLT in determining the augmentation requirements.

Please let us know how you would like to proceed.

Regards,

Eric F. Mangeot, P.E.
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