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DISTRICT, COURT, GUNNISON COUNTY, COLORADO Court Address: Gunnison County Courthouse 200 East Virginia Gunnison, CO 81230 Phone Number: (970) 641-3500 Fax Number: (970) 641-6876	
Plaintiffs: Whetstone Vista Association, Inc., a Colorado nonprofit corporation, Peter O'Rourke, Teri O'Rourke, Jerry Hassebroek and Pam Hassebroek  Defendant: William J. Lacy, Jr.	▲ COURT USE ONLY ▲  Case Number: 02 C V 58  Division:  Courtroom:
SETTLEMENT AGREEMENT	

COME NOW the above-captioned parties and enter the following Settlement Agreement (the "Agreement") with respect to the pending litigation under case number 02 CV 58, Gunnison County District Court. This Agreement is entered based upon several considerations, including the following:

**RECITALS**

WHEREAS, Plaintiffs O'Rourke and Hassebroek are owners of lots within the Whetstone Vista subdivision ("Whetstone Vista") as depicted on the final plat thereof recorded in the office of the Gunnison County Clerk and Recorder as Reception No. 504625 (the "Final Plat"), and,

WHEREAS, Plaintiff Whetstone Vista Association, Inc., a Colorado non-profit corporation (the "Association"), is the homeowners' association for Whetstone Vista and is the owner of the Common Open Space as depicted on the Final Plat, and,

WHEREAS, this case was heard by the Court on July 7, 2002, upon the Plaintiffs' Motion for a Preliminary Injunction, after which the Court issued its July 15, 2002, Order on Preliminary Injunction, and,

WHEREAS, this case was set for a three day trial to the Court on June 9, 10 and 11, 2003, and,

*RECORD + RETURN TO:*  
**LEAVENWORTH & KARP, P.C.**  
 1011 Grand Avenue  
 P.O. Drawer 2030  
 Glenwood Springs, CO 81602

ADK



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WHEREAS, the Defendant, William J. Lacy, Jr., ("Lacy") is the owner of certain water rights for the Lacy Ditch as adjudicated for domestic and irrigation purposes in Gunnison County District Court case number 5590 for 4 c.f.s., with a decree date of October 15, 1955, the sources of which are Lacy Springs 1, 2, 3 and 4, which springs arise and are located upon formerly agricultural land which is now partly within Whetstone Vista, and,

WHEREAS, Lacy was a party to, and the Plaintiffs are successors in interest to and are likewise bound by, that certain May 10, 1999, Settlement Agreement between Lacy as the owner of the Lacy Ditch, the four Lacy Springs and certain historic water collection structures, irrigation ditches and underground water pipelines and Whetstone Vista, LLC, the developer of Whetstone Vista. The Plaintiffs acknowledge their familiarity with said May 10, 1999, Settlement Agreement and its requirement that Whetstone Vista, LLC convey to Lacy all of its rights in the decree for Vieh Spring and Pipeline Nos. 1-6 as now pending as case number 03 CW 086 and in the decree for Ruland Spring and Pipeline Nos. 1 and 4, case numbers W-306 and W-307, both in Water Division 4 and that said springs, collection boxes and pipelines are located upon or immediately adjacent to Whetstone Vista. A copy of the May 10, 1999, Settlement Agreement, is attached hereto as Exhibit A and is incorporated by this reference, and,

WHEREAS, upon completion of the subdivision process, Whetstone Vista, LLC executed and recorded said Final Plat and the Covenants for Whetstone Vista, which latter document was recorded on August 31, 2000, at reception number 504626 of the Gunnison County Records and which Covenants are incorporated by this reference, and,

WHEREAS, in this litigation the parties' dispute centers about the provisions of the May 10, 1999, Settlement Agreement, Final Plat and Covenants, and about Lacy's rights under his historic Lacy Ditch decree and the ditch rights therefor to reopen and maintain certain historic open ditches upon and within Whetstone Vista, and,

WHEREAS, through this Agreement all parties to said litigation now wish to resolve every issue raised therein, or which could have been raised therein based upon the facts as they exist at the time of execution hereof, and to authorize and direct their respective counsel to move the Court's dismissal of said litigation, with prejudice,

NOW, THEREFORE, the parties state as follows:

1. Notwithstanding Lacy's adjudicated water rights for the Vieh Spring and Pipeline Nos. 1-6, for Ruland Spring and Pipeline Nos. 1 and 4, and for the Lacy Ditch and Lacy Spring Nos. 1-4 and his rights to establish, maintain, repair and replace various open ditches through which the Lacy Ditch water has historically been carried to his property, Lacy hereby agrees that he shall have no right to the use, maintenance, or installation of open ditches for any of said springs within that portion of Whetstone Vista which lies north of the southerly right-of-way line of Brush Creek Road, as same is depicted upon the Final Plat. In that portion of Whetstone Vista lying north of the southerly right-of-way line of Brush Creek Road, Lacy shall utilize only underground pipes for the conveyance of any



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water to which he has any rights. All parties acknowledge that the 24" steel culvert as installed by Lacy in the spring of 2002 pursuant to construction permits issued by Gunnison county encroaches onto certain Common Open Space on its north end and onto Lot 7 at its south end, and confirm that said culvert shall nevertheless remain open and in use in its present location. A survey plat of said new steel culvert and its encroachment is attached and incorporated as Exhibit B.

2. All parties to this Agreement hereby confirm that the perpetual easements for Lacy's spring collection facilities, underground water pipes, pedestrian, equestrian, equipment and vehicular access thereto and the right to construct, maintain, operate, repair and replace said water facilities shall be limited to those easements depicted upon the Final Plat as a "Utility Easement". All easements in which Lacy has any rights in Whetstone Vista under any document or legal theory whatsoever are marked with an "X" and outlined in red ink on the copy of the Final Plat attached hereto as Exhibit C. The parties specifically acknowledge that, as referenced in the Settlement Agreement and Final Plat, Lacy may also, and for the same purposes and by the same means, utilize the thirty foot easement lying along the west line of Lot 1, of Lot 2, of Lot 3 and of the Common Open Space as an alternate means of conveyance of the adjudicated water rights for Ruland Spring and Pipeline No. decreed in Case W-757, Water Division No. 4, either by an underground pipeline within said platted utility easement or by delivery to and use of the existing channel of the small natural stream which meanders in the vicinity of the west line of Whetstone Vista; provided, that Lacy shall have no right to construct or maintain any improvements whatsoever outside the boundaries of the platted utility easements as outlined in red on Exhibit C. Lacy shall be solely responsible to obtain any and all permits, water court decrees or other regulatory approvals from any federal, state or local government as may be necessary to exercise his water rights or easement rights described herein.
  
3. With respect to Lot 1, Hassebroeks as owners of said property hereby confirm the existence of Lacy's 50 foot utility easement across said lot and Lacy's right to use same for the construction, operation, maintenance, repair and replacement of an underground electric line to supply energy to his pumping facilities and of an underground water pipeline to transport his water, along with the right of pedestrian, equestrian, equipment and vehicular ingress and egress as reasonably necessary to inspect, operate and maintain said water facilities. Hassebroeks confirm Lacy's ownership of the existing underground pipeline and also of the electric line, pump and spring box located upon the Forest Service property lying north of Whetstone Vista as appurtenances to the Ruland Spring and Pipeline No. 1. Hassebroeks likewise confirm Lacy's right to utilize the 30 foot easement along the west perimeter of Lot 1 as described in paragraph 2, above, to transport his Ruland Spring and Pipeline No. 1 water. Hassebroeks' consent extends only to Lacy's right to utilize said easements for the conveyance of water in an amount not to exceed the 0.10 c.f.s., as decreed on July 27, 1978, to the Ruland Spring and Pipeline No. 1 in case number W-757, Water Division 4, for domestic and irrigation purposes, and only after Lacy has obtained a valid Special Use Permit for said project from the Forest



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Service, U.S.D.A. Hassebroeks further confirm that they will oppose neither the pending water rights application for the Vieh Spring and Pipeline Nos. 1-6 nor Lacy's expected request to the Forest Service for said Special Use Permit which would allow him to excavate and place on grade a 6" diameter steel casing within which he will place an underground pipeline of not more than 4" in inside diameter. Lacy shall then utilize said 4" pipe to convey his Ruland Spring and Pipeline No. 1 water to and through the 50 foot utility easement as depicted upon the Final Plat. Upon his receipt of same, Lacy shall promptly supply Hassebroeks with a copy of each such Forest Service Special Use Permit. Before commencing any work to construct said underground pipeline, Lacy will provide Hassebroeks with 10 days' written notice. During said time Hassebroeks may, if they choose to pay the marginal costs thereof, cause said buried pipeline to be placed by boring, rather than through the open excavation which Lacy is otherwise permitted to pursue under this Agreement. Hassebroeks shall also have the 10 days to verify the issuance of the Special Use Permit by the Forest Service. Lacy shall abide by any and terms and conditions of such Special Use Permit.

4. With respect to Lot 4, O'Rourke as owners of said property hereby confirm the existence of Lacy's 50 foot utility easement across said lot and Lacy's right to use same for the construction, operation, maintenance, repair and replacement of an underground electric line to supply energy to his pumping facilities and of an underground water pipeline to transport his water, along with the right of pedestrian, equestrian, equipment and vehicular ingress and egress as reasonably necessary to inspect, operate and maintain said water facilities. O'Rourke confirm Lacy's ownership of the existing underground pipeline, and also of the electric line, pump and spring box located upon the Forest Service property lying north of Whetstone Vista as appurtenances to the Ruland Spring and Pipeline No. 1. O'Rourke hereby confirm that they will not place any improvement of any kind upon or across said 50 foot utility easement as it traverses Lot 4, except for road improvements to benefit Lot 1 within the 40 foot access easement as depicted on the Final Plat. O'Rourke hereby confirm that any driveway they may construct to access Lot 4 will be constructed in the vicinity of the east line of Lot 4, so that no portion thereof or of any other improvement, road or driveway upon Lot 4 shall encroach upon Lacy's 50 foot utility easement except for the road improvements described in the preceding sentence and the culvert described below in Paragraph 8. O'Rourke further confirm that they will oppose neither the pending water rights application for Vieh Spring and Pipeline Nos. 1-6 nor Lacy's request to the Forest Service for said Special Use Permit as described in the immediately preceding paragraph, which permit which would allow Lacy to place excavate and place on grade an underground pipeline of not more than 4" in diameter, through which to convey Ruland Spring and Pipeline No. 1 water as decreed in Case No. W-757 to and through the 50 foot utility easement across Lot 1, all as depicted upon the Final Plat.
5. With respect to Lot 7, O'Rourke as owners of said property hereby confirm the existence of Lacy's 50 foot utility easement across said lot and Lacy's right to use same for the construction, operation, maintenance, repair and replacement of both an open ditch and



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underground water pipelines for the purpose of conveying and transporting his water, along with the right of pedestrian, equestrian, equipment and vehicular ingress and egress as reasonably necessary to inspect, operate and maintain said water facilities.

6. With respect to that Common Open Space lying north of the southerly right-of-way line of Brush Creek Road, the Association as owner of said property hereby confirms the existence of Lacy's 50 foot utility easement and Lacy's right to use same for the construction, operation, maintenance, repair and replacement of underground water pipelines to transport his water, along with the right of pedestrian, equestrian, equipment and vehicular ingress and egress as reasonably necessary to inspect, operate and maintain said water facilities.
7. With respect to that Common Open Space lying south of the northerly right-of-way line of Brush Creek Road and on either side of the 80 foot airport access road right-of-way, the Association as owner of said property hereby confirms the existence of Lacy's platted utility easements of various widths and his right to use same for the construction, operation, maintenance, repair and replacement of both an open ditch and underground water pipelines to convey and transport his water, along with the right of pedestrian, equestrian, equipment and vehicular ingress and egress as reasonably necessary to inspect, operate and maintain said water facilities. The Association hereby acknowledges that the 24" steel culvert as installed by Lacy in the spring of 2002 pursuant to construction permits issued by Gunnison county encroaches onto certain Common Open Space on its north end and onto Lot 7 at its south end, and confirm that said culvert shall nevertheless remain open and in use in its present location as is depicted upon Exhibit B.
8. With respect to the Whetstone Vista access road entering from Brush Creek Road at the vicinity of the common boundaries of Lots 4 and 5 and subject to the limitations of paragraph 4, above, the Association, the owner of Lot 1 and the owner of Lot 4, at their respective sole cost and expense, may elect to individually or collectively install a culvert within Lacy's 50 foot utility easement in order to pass surface water downgrade to the south within said utility easement as it crosses Lot 4.
9. Should Lacy decide to utilize a pump to convey water from Ruland Spring No. 1, the Association, O'Rourke, and Hussebroeck hereby consent to Lacy's installation of an underground electrical line through Lacy's easements as described herein and, if necessary, through additional easements to be identified in the future to connect to a convenient power source within Whetstone Vista; provided that Lacy shall be responsible for obtaining a meter and paying for his own electricity costs to the applicable public electrical utility provider.
10. The Association shall duly adopt a corporate resolution, authorizing and directing its President to execute this Agreement, and shall provide a certified copy of same to each other party to this Agreement.



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11. With respect to Lot 5 (which lot O'Rourke have discussed obtaining from Whetstone Vista, LLC in exchange for their Lot 7), O'Rourke hereby acknowledge Lacy's 25 foot utility easement which originates at one of Lacy's adjudicated springs in the northeast quadrant of said lot and then proceeds southerly along the lot's east boundary. O'Rourke hereby acknowledge that said utility easement may be used for the construction, operation, maintenance, repair and replacement of an underground water pipeline to transport his water from said spring to and under Brush Creek Road, and for pedestrian, equestrian, equipment and vehicular ingress and egress to said water facilities for the same purposes. O'Rourke further acknowledge the existence of a 30 foot wide utility easement across the southeast corner of Lot 5 for benefit of Brush Creek Estates, to be used for the construction, operation, maintenance, repair and replacement of underground utility services, and for pedestrian and vehicular ingress and egress for the same purposes.
12. Lacy hereby agrees that any and all construction and maintenance work which he may perform within Whetstone Vista shall be accomplished in a reasonable, workmanlike manner and that upon completion of said work, no unreasonable debris shall be left upon the premises.
13. The Association hereby confirms that, as long as he is in the company of a Water Commissioner employed by the office of the Division Engineer for Water Division 4, Lacy may have access to its water treatment facilities. The Association shall provide the Water Commissioner with a key to provide access to said water treatment facilities. Lacy's access shall be for the purpose of inspecting and taking readings from the totalizing flow meter which has been installed for the purpose of recording all of the Association's water usage pursuant to Lacy's subordination of not to exceed 20 gallons per minute of Lacy's adjudicated water, all as detailed in both said Settlement Agreement and in the decree entered by the water court for Water Division 4 in case number 96 CW 298. Said decree was recorded on April 3, 2000, at reception number 500765 of the Gunnison County Records, and is incorporated by this reference.
14. All parties confirm that the May 10, 1999, Settlement Agreement addressed and resolved issues concerning certain water rights of Whetstone Vista, LLC, and its real property which subsequently was subdivided into not only Whetstone Vista but also Brush Creek Estates. The final plat of Brush Creek Estates was recorded at reception number 501446 in the office of the Gunnison County Clerk and Recorder, and is incorporated by this reference. The parties further confirm that the final plat of Brush Creek Estates depicts utility easements for Lacy with regard to those of his Lacy Springs, Vieh Springs and Ruland Springs which are located within that subdivision, and that said utility easements are complimentary to, and constitute extensions of, Lacy's easements depicted on Exhibit C. Consequently, the parties agree that Lacy shall have the right to use each of the easements marked on Exhibit C to access Ruland Spring and Pipeline No. 4, Vieh Spring and Pipeline Nos. 3-6 and/or Lacy Spring Nos. 1-3, and that use of said easements is for said springs, their collection facilities, underground water pipes, pedestrian, equestrian,



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equipment and vehicular access thereto and the right to construct, maintain, operate, repair and replace said water facilities.

15. This Agreement is entered in order to avoid the expense, delay and uncertainty of trial, and as a mutual accommodation. By executing this Agreement, neither the Plaintiffs nor the Defendant admits liability to the other beyond compliance with the terms hereof. All parties hereby agree and represent that, in executing this Agreement, Lacy has not relinquished, abandoned or waived any of his adjudicated water rights or any of his historic ditch rights under the 1955 decree for the Lacy Ditch and for Lacy Spring Numbers 1-4.
16. By their execution of this Agreement, each party releases the other parties in the following particulars:
- a. This Agreement represents full and final satisfaction of all claims now or hereafter arising from those disputes listed in the Recitals and in the pleadings filed with the Court, which listing and pleadings are incorporated by this reference.
  - b. Each of the undersigned parties being of lawful age, hereby releases and discharges each other party, his or her personal representatives, heirs, successors and assigns, from all claims of any kind or character now existing related to the above matters, including all damages, losses, attorneys' fees, costs, expenses.
  - c. In addition to the foregoing, and not by way of limitation, each party hereby releases and discharges the other party, his, her or its heirs, successors and assigns, from all claims the releasing party has asserted, or could have asserted, against the released party, directly or indirectly.
  - d. It is understood that damages, and the legal liability therefor, are disputed and denied, and that this Agreement is entered to terminate and act as an accord and satisfaction for all claims, both known and unknown, and all anticipated or unanticipated damages of whatever nature, in any way growing out of or connected with or which may hereafter in any way grow out of or be connected with the above matters.
  - e. It is the intention of each signatory to fully and forever release the other party from any and all claims or damages of whatever nature even if there may exist a mistake of fact on the part of any party to this Release, or all.
  - f. Except for this Agreement, neither the Plaintiffs nor the Defendant shall file or cause to be filed, any documents, liens or claims of any kind against the real estate, personal property or assets of the other in any public records office regarding the subject matter of this Agreement.



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- g. With the exception of reopening this litigation for the purpose of enforcing any party's compliance with the terms of this Agreement, neither the Plaintiffs nor the Defendant shall institute any actions or lawsuits, or otherwise assert or attempt to assert any claim against the other party in any legal action arising out of the same matters addressed herein.
- 17. Each party to this Agreement shall pay her, his or its own attorney fees, costs or expenses.
- 18. This Agreement shall be binding upon the parties, and upon their respective successors, assigns, grantees, heirs and personal representatives. A certified copy of this Agreement shall be obtained from the clerk of the court, and shall be recorded in the Gunnison County Records.
- 19. Upon execution of this Agreement by all parties, the parties shall promptly direct their respective counsel to prepare and file with the Gunnison County District Court a joint Motion for Dismissal with Prejudice. Thereafter, Gunnison County District Court case number 02 CV 58 may only be reopened for the purpose of enforcement of the provisions of this Agreement.
- 20. This Agreement may be executed through signatures transmitted by facsimile. If any party elects to transmit a signature by facsimile, that party shall promptly thereafter sign an original copy of this Agreement so that same may be filed with the Court.
- 21. Any notices required under this Agreement shall be in writing and shall be deemed effective two (2) business days after depositing in the United States Mail, certified, return receipt requested, addressed as follows:

Notice to O'Rourke: Peter and Teri O'Rourke  
P.O. Box 584  
Crested Butte, CO 81224

with copy to: David H. McConaughy, Esq.  
Leavenworth & Karp, P.C.  
P.O. Drawer 2030  
Glenwood Springs, CO 81601

Notice to Hassebroeks: Jerry and Pam Hassebroek  
329 Maroon Avenue  
Crested Butte, CO 81224

with copy to: David H. McConaughy, Esq.  
Leavenworth & Karp, P.C.  
P.O. Drawer 2030





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Glenwood Springs, CO 81601

Notice to Association: Whetstone Vista Association, Inc.  
c/o Peter O'Rourke  
P.O. Box 584  
Crested Butte, CO 81224

with copy to: David H. McConaughy, Esq.  
Leavenworth & Karp, P.C.  
P.O. Drawer 2030  
Glenwood Springs, CO 81601

Notice to Lacy: William J. Lacy, Jr.  
Box 1145  
Crested Butte, CO 81224


With copy to: Stephen M. Mathis, Esq.  
Mathis & Associates, P.C.  
P.O. Box 1487  
Montrose, CO 81402

Any party may change the address to which notices are to be sent by the same manner as sending a notice under this paragraph.

DATED effective the 7<sup>th</sup> day of June, 2003.

PLAINTIFFS: Whetstone Vista Association, Inc., a Colorado nonprofit corporation

  
By Peter O'Rourke, President

Pam Hasselbroek  




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Jerry Hasselbrock

Jerry Hasselbrock

Teri O'Rourke

Teri O'Rourke

Peter O'Rourke

Peter O'Rourke

DEFENDANT:

William J. Lacy, Jr.

William J. Lacy, Jr.

STATE OF COLORADO )

COUNTY OF GRAND ) SS:

Subscribed and sworn to under oath this 30 day of May, 2003 by Peter O'Rourke as president of Whetstone Vista, Inc., a Colorado non-profit corporation.

[Signature]

Notary Public

My Commission Expires August 16, 2006

My Commission Expires: \_\_\_\_\_





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STATE OF COLORADO )  
COUNTY OF Gunnison ) SS:

Subscribed and sworn to under oath this 30<sup>th</sup> day of June, 2003 by Peter O'Rourke.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires August 16, 2006



STATE OF COLORADO )  
COUNTY OF Gunnison ) SS:

Subscribed and sworn to under oath this 30<sup>th</sup> day of June, 2003 by Teri O'Rourke.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires August 16, 2006



STATE OF Colorado )  
COUNTY OF Gunnison ) SS:

Subscribed and sworn to under oath this 30<sup>th</sup> day of June, 2003 by Pam Hassebroeck.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires August 16, 2006



STATE OF Colorado )  
COUNTY OF Gunnison ) SS:

Subscribed and sworn to under oath this 30<sup>th</sup> day of June, 2003 by Jerry Hassebroeck.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires August 16, 2006





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STATE OF COLORADO )  
 ) SS:  
COUNTY OF GUNNISON)

Subscribed and sworn to under oath this 5<sup>th</sup> day of <sup>AUGUST</sup> ~~June~~, 2003 by William J. Lacy, Jr.



*Angela H. Reeves*

Notary Public

My Commission Expires: 07/07/04

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
David H. McConaughy #26165  
Arna S. Ienberg #31334  
Attorney for Plaintiffs

*Stephen M. Mathis*

\_\_\_\_\_  
Stephen M. Mathis # 6858  
Attorney for Defendant



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**CONSENT OF DIRECTORS OF**

**WHETSTONE VISTA ASSOCIATION, INC.**

**TO ACTION TAKEN WITHOUT A MEETING**

Pursuant to the Bylaws of the Corporation and the provisions of C.R.S. § 7-127-107, the undersigned being all of the directors of Whetstone Vista Association, Inc., a Colorado corporation, take the following action without a meeting of Directors and unanimously adopt the following resolutions.

WHEREAS, the Corporation desires to enter into a settlement agreement to resolve litigation pending by the Corporation and several of its Members against William J. Lacy, Jr. in Case No. 02-CV-58, Gunnison County District Court. A copy of the settlement agreement is attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The form of the settlement agreement attached as Exhibit 1 (the "Agreement") is approved and ratified.
2. Peter O'Rourke, in his capacity as President of the Corporation, is fully authorized and empowered to act on behalf of the Corporation in respect to the Agreement and the subject matter thereof and to perform all acts and execute and deliver any and all documents that he deems necessary or appropriate to close the transaction as contemplated by the Agreement.
3. That the signature of Peter O'Rourke, acting in his capacity as President on behalf of the Corporation, shall be sufficient to bind the Corporation with respect to any and all matters described above without the necessity for the signature of any other officer.
4. The Board of Directors authorizes a special assessment upon the lots to pay for the Corporation's costs and fees incurred in the litigation.

FURTHER RESOLVED, that this Resolution shall be executed in duplicate. One duplicate original shall be delivered to counsel for William J. Lacy, Jr. and the other shall be retained in the Corporate Minute Book.

DATED this 15<sup>th</sup> day of June, 2003.

  
\_\_\_\_\_  
Director



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*Jerry Sanchez*  
\_\_\_\_\_  
Director

*[Signature]*  
\_\_\_\_\_  
, Director



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**SETTLEMENT AGREEMENT**

Whetstone Vista, L.L.C. ("Whetstone") and William J. Lacy, Jr. ("Lacy") hereby stipulate and agree as follows:

a. Whetstone is in the process of subdividing and developing certain property in the North 1/2 of Section 7, Township 14 South, Range 85 West of the 6th P.M., in Gunnison County, Colorado, near the Town of Crested Butte. Whetstone intends to sub-divide its property into up to ten (10) subdivision lots plus two (2) additional 35-acre lots (each of the two 35-acre parcels may contain up to two residences). Thus, Whetstone may develop up to a total of fourteen (14) single family dwellings (collectively referred to herein as the "Whetstone Development"). Whetstone is in the process of adjudicating a domestic water supply for the Whetstone Development.

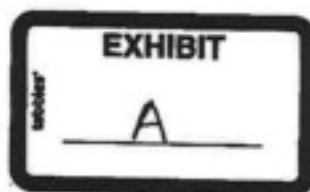
b. Lacy owns property located to the south of Whetstone's property. Lacy's property is described in a Deed recorded in the real property records of Gunnison County in Book 676 at Page 112.

c. Whetstone filed an application in Case No. 96CW298, Water Division No. 4, seeking approval of an augmentation plan for the Whetstone Development whereby water from a pond could be released to replace out-of-priority depletions due to use of water within the Development. Whetstone has also filed Case No. 99CW007, Water Division No. 4, which seeks a new water right from Ruland Spring and Pipeline No. 1, one of the potential water sources for the Whetstone development. Lacy, through his counsel, Bratton & McClow, L.L.C., has opposed both of these filings in Water Court.

d. Whetstone is the owner of the Ruland Spring and Pipeline Nos. 1, 4, and 5, which structures were each decreed for 0.10 c.f.s. for domestic and irrigation purposes on October 29, 1971 in Case Nos. W-306, W-307 and W-308 by the District Court for Water Division No. 4. Whetstone is also the record owner of the Vish Spring and Pipeline Nos. 1, 2, 3, 4, 5, and 6, which structures were each decreed for 0.01 c.f.s. for irrigation, domestic, stockwatering, wildlife, piscatorial and fire protection purposes on January 31, 1995 by the District Court for Water Division No. 4 in Case No. 92CW205. Whetstone has sought the ability to use some or all of these water sources as the domestic water supply for its Development.

e. Lacy is the owner of the Lacy Ditch and Pipeline, which has four decreed points of diversion (Headgates 1 through 4), and was decreed on January 21, 1961 in Civil Action No. 5590 by the Gunnison County District Court for 4.0 c.f.s. for irrigation and domestic purposes. Lacy represents that he is the sole owner of such water right. The four points of diversion for the Lacy Ditch and Pipeline are all located on the Whetstone property in the vicinity of the points of diversion for the Ruland and Vish Spring and Pipeline Systems described in the preceding paragraph. Lacy has opposed Whetstone's applications in Case Nos. 96CW298 and 99CW007 due to their potential impact on the Lacy Ditch and Pipeline. Although Whetstone is the record

YOUNG-Lacy Settlement





owner of Vlah Spring and Pipeline System, Lacy has collected water from some of the Vlah Springs for a number of years and has a pipeline connected to Vlah Spring and Pipeline No. 1.

f. In order to resolve their dispute, Whetstone and Lacy have agreed that, in exchange for a monetary payment, Lacy will subordinate his water rights to the amount of water required by Whetstone (20 gallons per minute) for domestic, irrigation and augmentation water within the Whetstone Development. Lacy has also agreed to allow Whetstone to use an augmentation pond constructed on Lacy's property. Lacy has agreed to make all improvements to such pond necessary for it to store and release augmentation water and to meet the approval of the Division Engineer for Water Division No. 4. Whetstone has agreed that Lacy shall have the right to all remaining water available from the various springs identified above once Whetstone has received the amount agreed upon herein, except that Whetstone shall retain ownership of Ruland Spring and Pipeline No. 3 (Case No. W-308). Lacy has agreed to allow a Ruling to enter approving an augmentation plan in Case No. 96CW298, and to cooperate with Whetstone in obtaining subdivision approval from Gunnison County. Whetstone has agreed that, upon issuance of a decree in Case No. 96CW298, it shall dismiss Case No. 99CW007 or assign its interest in such proceeding to Lacy.

WHEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties specifically agree as follows:

1. **Payments to Lacy.** Within ten (10) days of execution of this Agreement, Whetstone shall pay Lacy the amount of \$5,000.00. Whetstone shall make no further payments to Lacy until: (a) an augmentation plan is approved by the Water Judge in Case No. 96CW298 for the Whetstone Development which plan specifically includes an augmentation pond located on Lacy's property; and (b) Lacy has obtained a partial release of the deed of trust on his property with regard to the easement to be conveyed by Whetstone to Lacy pursuant to Paragraph 4, below. Within thirty (30) days after such plan is approved and the release obtained, and after Gunnison County has approved a preliminary plat for the subdivided portion of the Whetstone Development, Whetstone shall pay Lacy an additional \$25,000.00. Finally, within thirty (30) days after approval by Gunnison County of a final plat for the subdivided portion of the Whetstone Development, Whetstone shall pay Lacy an additional \$30,000.00. Even though the Gunnison County subdivision approval process may not have been completed by December 31, 1999, all payments to be made pursuant to this Paragraph shall be due within (30) days after a decree has issued in Case No. 96CW298 which includes an augmentation pond on Lacy's property and eight months after the date of this Agreement (December 31, 1999), provided that Lacy has obtained the partial release of deed of trust and has conveyed an easement to Whetstone pursuant to Paragraph 4, below. However, in the unlikely event that the water court application or the preliminary plat for Whetstone Development is denied, Whetstone shall have no obligation to make further payments to Lacy. In such event, the contract shall terminate and Lacy shall be entitled to retain the initial \$5,000 payment. The total paid to Lacy pursuant to this Paragraph, assuming all conditions are satisfied, is \$60,000.00. Any payments not made when due shall accrue interest at the rate of twelve percent (12%) per annum, plus reasonable costs of collection.





2. Requests for new water rights. The parties have agreed that the best potential sources of domestic water for the Whetstone Development are Lacy Spring No. 4, Vieh Spring and Pipeline No. 1, and/or Vieh Spring and Pipeline No. 6. Whetstone shall amend its Application in Case No. 96CW298 to request new conditional water rights from Lacy Spring No. 4 (as described in Civil Action No. 5590, District Court, Gunnison County) and Vieh Spring and Pipeline No. 1 and Vieh Spring and Pipeline No. 6 (both as described in Case No. 92CW205, Water Division No. 4), each in the amount of 20 g.p.m., for domestic, irrigation and to fill and refill Trey's Pond for augmentation purposes. Whetstone shall also adjudicate appropriate rights of exchange from the points of depletion of Lacy Spring No. 4, Vieh Spring and Pipeline No. 1 and/or Vieh Spring and Pipeline No. 6 to the East River Regional Sanitation District plant on the East River and Blue Mesa Reservoir (which is located downstream on the Gunnison River). Lacy agrees not to oppose such requests but will remain a party to the case for informational purposes. Once a determination of quantity and quality is made, Whetstone shall develop one of these sources (preferable) or up to three sources (only if necessary) and shall be limited to said sources unless they dry up or the quality of such sources is otherwise degraded. If such sources are determined to be inadequate in either quantity or quality during the three year period following the date of this Agreement, Whetstone shall be entitled to identify and utilize another spring source as otherwise set forth below in Paragraph 7, but not thereafter.

3. Trey's Pond to serve as augmentation pond. Lacy has agreed to allow Whetstone to use Trey's Pond, which is located on Lacy's property, as an augmentation pond for the Whetstone development. Whetstone shall amend its Application in Case No. 96CW298 to adjudicate a water storage right for Trey's Pond in order that it may serve as a source of augmentation water for the Whetstone Development. Lacy agrees that such amendment may be filed promptly after the execution of this Agreement, Lacy shall commence the installation of an outlet structure on Trey's Pond and otherwise construct Trey's Pond, at Lacy's sole cost and expense, so that such pond is capable of storing up to three (3) acre-feet of water, which storage will be releasable to the Slate River drainage for augmentation purposes to benefit the Whetstone Development. Lacy shall pursue such installation and complete the same within 90 days of the execution of this Agreement. The outlet structure on Trey's Pond shall be acceptable to and operable by the Division Engineer for Water Division No. 4 and the Water Commissioner for Water District No. 59. Lacy shall be responsible for testing Trey's Pond to determine if it leaks. The Division Engineer for Water Division No. 4 and the Water Commissioner for Water District No. 59 shall be invited to participate in all leakage tests and to observe the outlet structure, once installed. If the pond leaks, Lacy shall be responsible, at his sole cost and expense, to line the pond to the satisfaction of the Division Engineer. Lacy shall be entitled to make other uses of Trey's Pond, including enlarging the pond, which do not interfere with Whetstone's right to store and release augmentation water in such Pond, and the Division Engineer's ability to administer such storage and releases. Lacy shall also be responsible, at his sole cost and expense, for installing such measuring devices on Trey's pond or associated pipelines or ditches as may be required by the Division Engineer, and for ensuring that water for augmentation water for the Whetstone Development can be released into the Slate River drainage to satisfy downstream senior water rights during times of call. If Trey's Pond cannot be developed so as to operate as an augmentation pond for the Whetstone Development, Lacy shall be obligated to construct another



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storage pond in an alternate location upon Lacy's property, which location shall be approved by the Division Engineer, and to make such pond available to Whetstone under the same terms and conditions set forth in this Agreement as in Trey's Pond.

4. Easement for operation and maintenance of Trey's Pond. Whetstone shall have an easement across Lacy's property in Sections 7 and/or 18, Township 14 South, Range 85 West of the 6th P.M., Gunnison County, for operation and maintenance of Trey's Pond and any ditches, pumps, pipelines, headgates or other structures used to transport water to or release water from such Pond. Such easement shall be for the purpose of installing, operating, maintaining, repairing or replacing any such structure, and shall extend twenty-five feet on either side of the centerline of any ditch or pipeline, and within a twenty-five foot radius around the high water line of Trey's pond and any other parts of the water system to be located on Lacy's property. The parties specifically acknowledge that Whetstone shall have a right to construct, operate, maintain, repair and/or replace such structures as are necessary to convey augmentation water from Trey's Pond to the Dillsworth Ditch and/or the Slate River (a pipeline may have to be constructed to convey water over or under the Dillsworth Ditch in order that water may reach the Slate River). Nothing in this paragraph is intended to alter Lacy's obligation to provide the Whetstone Development with an augmentation pond, release and conveyance structures, and measuring devices in order that water from the augmentation pond can be released to the Slate River during times of call as may be required by the Division Engineer. The parties agree that a separate Special Warranty Deed for the easements generally described in this Paragraph will be prepared and executed by Lacy and recorded in the real estate records of Gunnison County, Colorado. Lacy acknowledges that the easement(s) described herein may be deeded or assigned to a Homeowners Association to be formed for the Whetstone Development and/or other owners of property within the Whetstone Development, including the two 35-acre parcels discussed above.

5. Easements for Lacy's use of springs located on Whetstone property. Lacy shall have an easement for the use of springs on the property of Whetstone in the current location of the springs, ditches pipelines, which easement shall extend within a twenty-five foot radius of each spring and twenty-five (25) feet on either side of existing ditches or pipelines measured from the centerline of such ditch or pipeline as such structures are shown on the preliminary plat for Whetstone Vista which has been filed with Gunnison County. Such easement shall be located exclusively as set forth on the plat for the Whetstone Development, and Lacy shall have no right to alternate access. Lacy shall also have an easement across Whetstone's property to collect water from Ruland Spring and Pipeline No. 1 (which is located upon lands owned by the U.S. Department of Agriculture) so long as water is delivered via the westernmost natural drainage or gulch on the Whetstone property and within the utility easement along the western edge of the Whetstone property as such drainage and utility easement are shown on the preliminary plat for Whetstone Vista on file with Gunnison County. While Lacy may build a pipeline to obtain water from Ruland Spring and Pipeline No. 1, such pipeline must be located within such natural drainage on the western edge of the Whetstone Development and within the fifteen foot utility easement along the western edge of the Whetstone property as set forth on the preliminary plat for Whetstone Vista. Except as otherwise set forth in this Paragraph, Lacy shall not be entitled to



route new pipelines or ditches through the Whetstone Development in order to collect water from Ruland Spring and Pipeline No. 1 or any other springs located within the Whetstone Development or on adjacent property owned by the U.S. Department of Agriculture.

6. Water supply for Whetstone Development. Whetstone shall have the right to receive an average flow of 20 g.p.m. of water from either Lacy Spring No. 4, Vieh Spring and Pipeline No. 1, and/or Vieh Spring and Pipeline No. 6, or a combination thereof, pursuant to the water rights to be adjudicated in Case No. 96CW298. Such water shall be used for domestic and irrigation purposes on the Whetstone property, and to fill and refill Trey's Pond for augmentation purposes, in order to serve up to fourteen (14) residences within the Whetstone Development. If it is determined within the first three years following execution of this Agreement, but not thereafter, that the springs identified in this paragraph cannot produce 20 g.p.m. of adequate quality water, then Whetstone shall have the right to use alternate springs to supply its development as set forth in the following Paragraph 7. Lacy agrees that any and all of his water rights in the State or Hart River drainages, whether adjudicated or not, shall be subordinated to Whetstone's right to 20 g.p.m. from either or both of the above-described sources, and that Lacy shall have no right to call out Whetstone's use of such water. Whetstone has agreed that, beyond its right to receive 20 g.p.m., Lacy shall have the right to all additional water produced by the Ruland Spring and Pipeline System, the Vieh Spring and Pipeline System, and/or the Lacy Ditch and Pipeline, except that Whetstone shall continue to own and have a right to use water from Ruland Spring and Pipeline No. 5, as decreed in Case No. W-308, Water Division No. 4. Within a reasonable time after issuance of a decree approving an augmentation plan for the Whetstone Development in Case No. 96CW298, Whetstone shall execute and deliver to Lacy a Special Warranty Deed for water rights associated with these systems in excess of Whetstone's right to 20 g.p.m. from the above-named springs, except for Ruland Spring and Pipeline No. 5, which Whetstone shall continue to own. Lacy may take such actions as he deems necessary to change or consolidate his water rights, so long as such actions recognize that Whetstone shall have a senior right to 20 g.p.m. for its Development.

7. Water quantity and quality. The parties recognize that Whetstone's domestic water supply must comply with State and local water quality guidelines. It is Whetstone's desire to develop only one source of domestic water to the extent that such source is adequate in quantity and quality to supply its Development. Lacy acknowledges that Whetstone shall be entitled to alter or construct such facilities as may be necessary to capture and transport water to its development. Further, for a period of three years following execution of this Agreement, but not thereafter, to the extent that either Lacy Spring No. 4, Vieh Spring and Pipeline No. 1 and/or Vieh Spring and Pipeline No. 6 are inadequate to supply the development (either in quality or quantity) with 20 g.p.m., Whetstone may identify another spring source from amongst the Ruland, Vieh or Lacy systems (not including Lacy Spring No. 2) to supply the Whetstone development with an average flow of 20 g.p.m. of adequate quality water, subject to the terms and conditions of this Agreement. If such an alternate source is used, Lacy shall retain the right to all water available from such systems in excess of the 20 g.p.m. to be used by the Whetstone Development, with the exception of Ruland Spring and Pipeline No. 5, which Whetstone shall continue to own. Whetstone further agrees that the Covenants for the Whetstone Vista



subdivision and the deeds for the two 35-acre parcels shall restrict the use, transportation, and/or storage of hazardous materials within the subdivision in order to guard against contamination of local water supplies.

8. **Sewer connection.** The subdivided lots on the Whetstone property shall all be connected to the East River Sanitation District sewer plant. Whetstone has also agreed to connect all residences constructed anywhere on the westernmost 35-acre parcel (known as "Parcel A") to the sewer system if Lacy constructs a sewer line connection to the building site on Parcel A from the central sewer line within Whetstone Vista. Lacy shall be paid \$15,000.00 for the installation of this line (which shall include all labor, materials, machinery and other costs of installation), which amount shall be payable upon completion of the line installation to the satisfaction of Gunnison County and the East River Regional Sanitation District. Whetstone, or Whetstone's successor-in-interest, shall notify Lacy within five (5) years of the date of execution of this Agreement of the location of the sewer line. Lacy shall, weather permitting, install the sewer line within three months of written notice given to him by the then existing property owner and such installation shall meet the guidelines and rules and regulations set forth by the County and the East River Regional Sanitation District. If Lacy elects not to provide the sewer connection for \$15,000 within the applicable time period, then the requirement to connect to the sewer plant shall terminate and Whetstone may use a septic tank leachfield for said Parcel A. However, Whetstone agrees that no improvements shall be constructed on Parcel A within a 100-foot radius of the decreed point of diversion for Lacy Spring No. 2 (referred to as Headgate No. 2 for the Lacy Ditch in the Decree in Civil Action No. 5590). Residences to be located on the easternmost 35-acre parcel (known as "Parcel B") may be served by an individual septic disposal system or be connected to the sewer system, at the discretion of the owner of Parcel B.

9. **Lacy not to oppose.** Lacy may remain a party to the Water Court proceedings described herein and shall cooperate to obtain a final decree. Lacy also agrees not to further oppose the Gunnison County subdivision approval process for the Whetstone Development, or other required approvals by Gunnison County, the State of Colorado, or other permitting agencies with regard to the water system or the subdivision of the Whetstone property into up to ten lots plus two 35-acre parcels. Lacy further agrees to provide any information to such entities necessary for Whetstone to obtain approval of the water system or subdivision described herein. Lacy specifically represents that he has used water from Lacy Spring No. 4 and Viah Spring and Pipeline No. 1 continuously for more than ten (10) years and that, during such time, such springs have continuously provided no less than 20 g.p.in. of water. Lacy agrees to provide historical information regarding these springs to Gunnison County as part of the subdivision approval process and in order that Whetstone may obtain approval of such springs as the source of domestic water for the Whetstone Development.

10. **Attorneys' fees.** In the event that a dispute arises pursuant to this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees incurred in resolving such dispute.

Settlement Agreement  
Whitestone Vista, LLC/William J. Lacy, Jr.  
Case Nos. 94CW2396 and 94CW007  
District Court, Water Division No. 1



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11. **Binding effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

12. **Authorized signature.** By signing this Agreement, the parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that all persons signing for each party have been duly authorized to do so. This Agreement may be executed in counterparts, and facsimile signatures shall be binding as originals.

13. **Further agreements.** Whitestone and Lacy further agree and acknowledge that this Agreement may need to be amended in the future in order for Whitestone to adjudicate an augmentation plan in Case No. 94CW158 or to obtain subdivision approval from Quince County. The parties agree to cooperate in the future in order to enable completion of adjudication of the water supply and for Whitestone to obtain all requisite permitting for the Whitestone Development. Any further agreements or amendments to this Agreement shall be accomplished in a manner such that any impact upon Lacy's interests shall be minimal.

WHITESTONE VISTA, LLC

*Paul Young* 5-6-99  
Paul Young, Manager Date

WILLIAM J. LACY, JR.

*William J. Lacy, Jr.* 5-10-99  
William J. Lacy, Jr. Date

Settlement Agreement  
Whetstone Vista, LLC/William J. Lacy, Jr.  
Case Nos. 96CW298 and 99CW007  
District Court, Water Division No. 3




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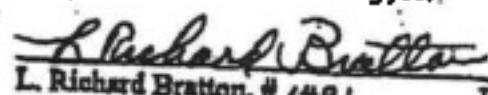
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Approved as to form:

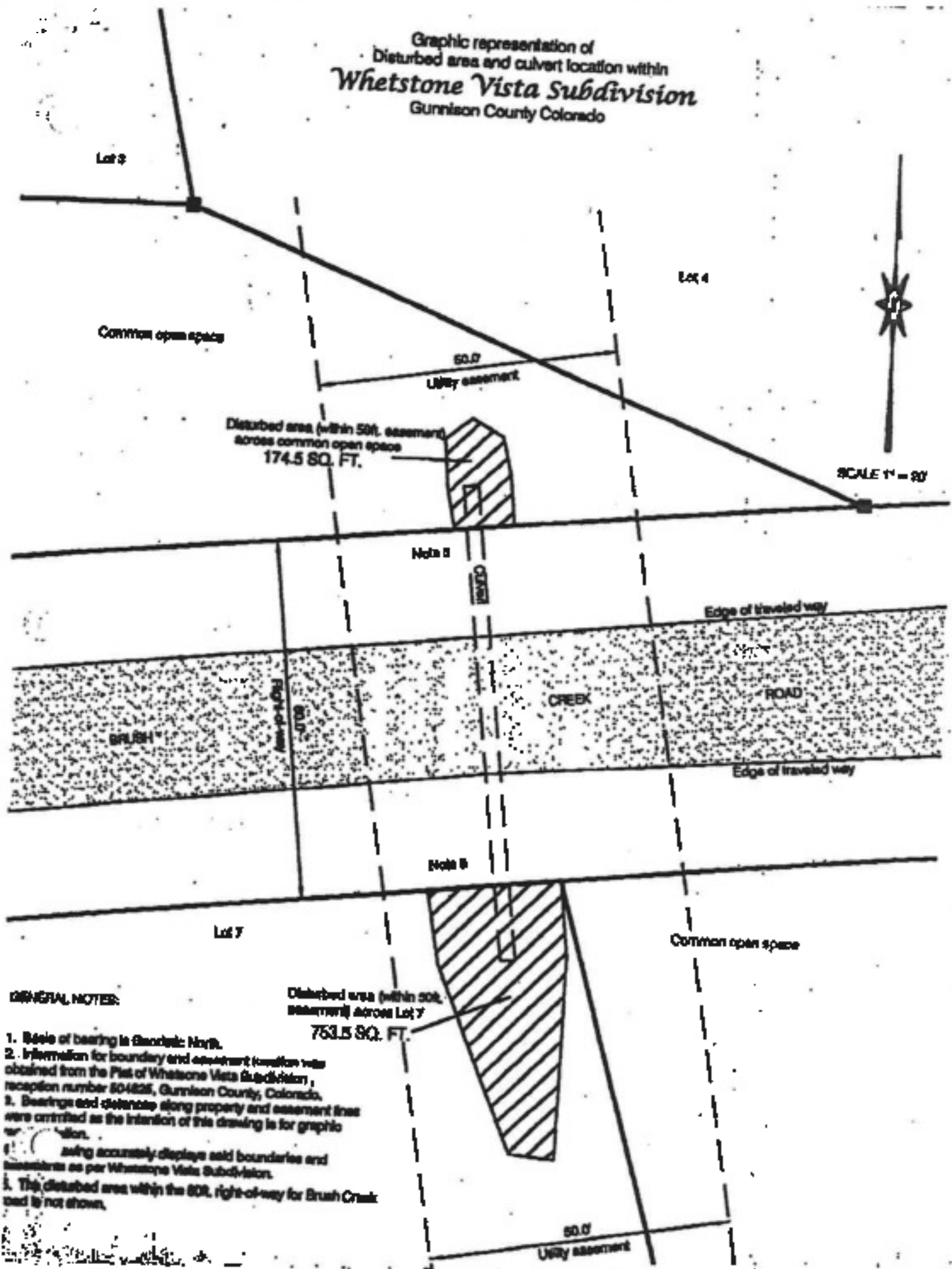
**CALOIA & HOUP, P.C.**  
Attorneys for Whetstone Vista, LLC

  
Mark E. Hamilton, #24585 Date 5/6/99  
1204 Grand Avenue  
Glenwood Springs, CO 81601  
Phone (970) 945-6067  
Fax (970) 945-6292

**BRATTON & McLOW, LLC**  
Attorneys for William J. Lacy, Jr.

  
L. Richard Bratton, #1491 Date 5/10/99  
232 W. Tuncishi Avenue  
Gunnison, CO 81230  
Phone (970) 641-1903  
Fax (970) 641-1943

Graphic representation of  
Disturbed area and culvert location within  
**Whetstone Vista Subdivision**  
Gunnison County Colorado



**GENERAL NOTES:**

1. Base of bearing is Geodetic North.
2. Information for boundary and easement location was obtained from the Plat of Whetstone Vista Subdivision, reception number 504826, Gunnison County, Colorado.
3. Bearings and distances along property and easement lines were omitted as the intention of this drawing is for graphic location.
4. This drawing accurately displays said boundaries and easements as per Whetstone Vista Subdivision.
5. The disturbed area within the 50ft. right-of-way for Brush Creek road is not shown.

I hereby certify that this survey and plat were made by me, and/or under my direct supervision and checking, and that both are true and correct to the best of my knowledge.



**LEGEND**

These standard symbols will be found in the drawing:

- Property line
- - - Easement line
- Found 1 1/2" dia. plastic cap stamped: L6820139

EXHIBIT  
B



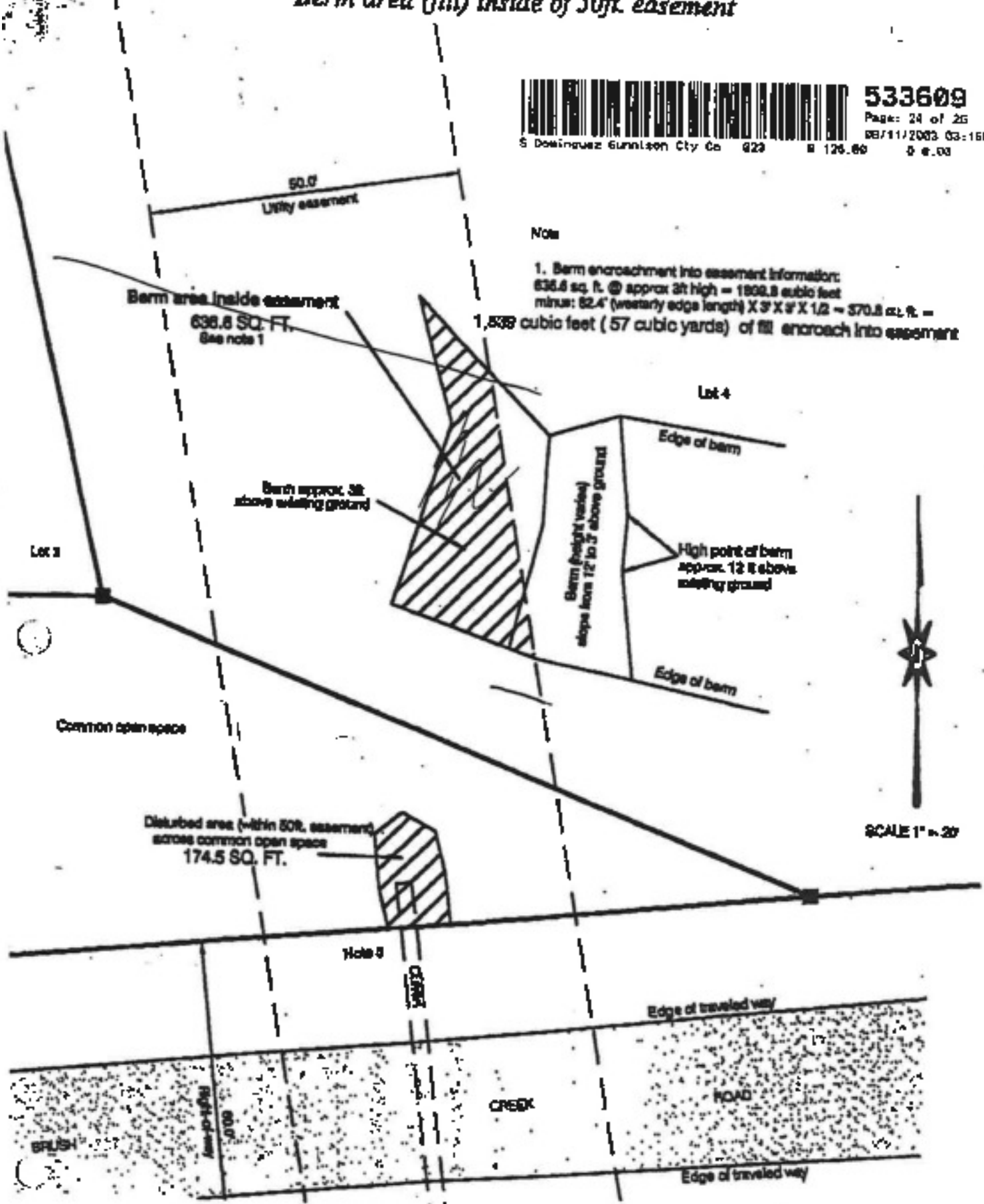
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*Berm area (fill) inside of 50ft. easement*



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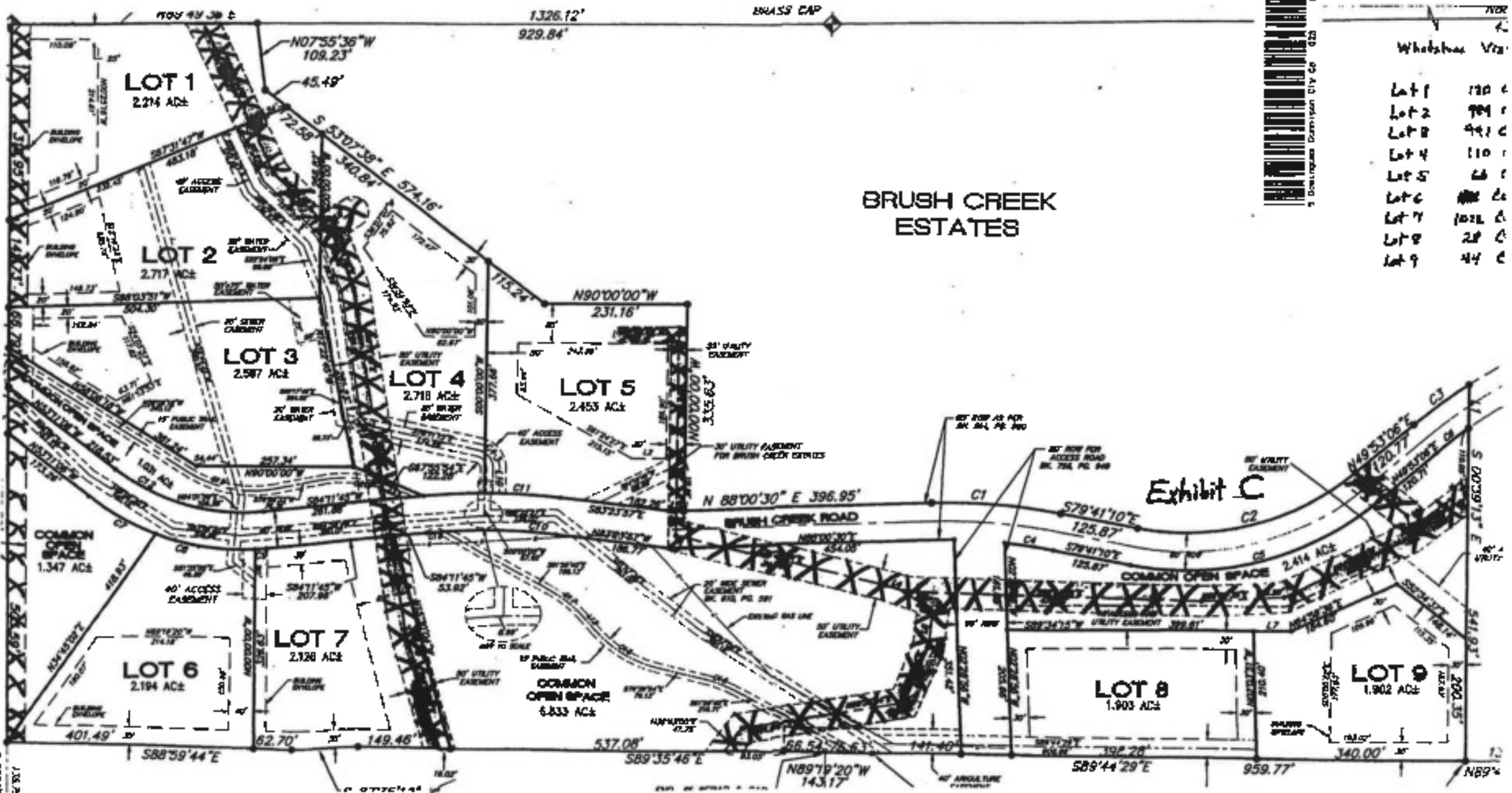
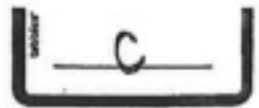


Note

- 1. Berm encroachment into easement information:  
636.6 sq. ft. @ approx 2ft high = 1273.2 cubic feet  
minus: 82.4' (weirary edge length) X 3' X 2' X 1/2 = 570.8 cu. ft. =  
1,539 cubic feet (57 cubic yards) of fill encroach into easement

SCALE 1" = 20'





**BRUSH CREEK  
ESTATES**

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Wholesale Vrs

Lot 1	120 c
Lot 2	99 c
Lot 3	94 c
Lot 4	110 c
Lot 5	66 c
Lot 6	66 c
Lot 7	102 c
Lot 8	28 c
Lot 9	44 c

*Exhibit C*

# Whetstone Vista

## Opinion of Probable Cost

Dated 03-03-00

Schmussor Gordon Meyer, Inc. *SGM*

APPROVED BY *SGM*  
*D. C. P.E.*

DESCRIPTION	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water System</b>					
<b>Spring Capture</b>					
	Spring Improvements	Lump Sum	1	\$500.00	\$500.00
	Collection Manhole	Lump Sum	1	\$2,500.00	\$2,500.00
	6" PVC	Linear Feet	80	\$25.00	\$2,000.00
<b>Treatment Building</b>					
	Building	Square Foot	144	\$120.00	\$17,280.00
	CL2 Detention Pipe	Lump Sum	1	\$4,000.00	\$4,000.00
	Electrical	Lump Sum	1	\$8,000.00	\$8,000.00
	Piping/Pumps	Lump Sum	1	\$12,000.00	\$12,000.00
	Treatment	Lump Sum	1	\$2,500.00	\$2,500.00
<b>Water Distribution</b>					
	Water Main	Linear Feet	2800	\$25.00	\$70,000.00
	Water Service	Each	9	\$500.00	\$4,500.00
	Cistern	Gallon	8000	\$1.20	\$9,600.00
<b>Water System Total</b>					<b>\$132,880.00</b>
<b>Sewer System</b>					
	Sewer Gravity Main	Linear Feet	200	\$25.00	\$5,000.00
	Sewer Force Main	Linear Feet	550	\$25.00	\$13,750.00
	Sewer Gravity Service	Linear Feet	475	\$25.00	\$11,875.00
	Connect to Existing	Each	4	\$1,000.00	\$4,000.00
	Sewer Manhole	Each	3	\$2,500.00	\$7,500.00
	Service Connection	Each	9	\$500.00	\$4,500.00
	Pressure Cleanout	Each	1	\$500.00	\$500.00
<b>Sewer System Total</b>					<b>\$47,125.00</b>
<b>Shallow Utility System</b>					
	Elec. Tole., CTV	Linear Feet	1600	\$15.00	\$24,000.00
	Transformer/Pedestal	Each	4	\$1,000.00	\$4,000.00
	Gas (w/ ETC Trench)	Linear Feet	900	\$5.00	\$4,500.00
<b>Shallow Utility System Total</b>					<b>\$32,500.00</b>
<b>Road System</b>					
	Brush Creek Road	Lump Sum	1	\$7,500.00	\$7,500.00
	Driveways	Lump Sum	1	\$2,500.00	\$2,500.00
	Culverts	Each	5	\$800.00	\$4,000.00
	Agg Base Course CLS	Ton	250	\$12.50	\$3,125.00
	Signage	Each	1	\$250.00	\$250.00
	Revegetation	Lump Sum	1	\$3,000.00	\$3,000.00
<b>Road System Total</b>					<b>\$20,375.00</b>
<b>Project Total</b>					<b>\$232,880.00</b>

APPENDIX C

Plans by Schmuser Gordon Meyer, Inc.

<u>Pages</u>	<u>Title</u>	<u>Date</u>
Cover Sheet	Final Plat	02/28/00
1 of 11	Master Drainage Plan	01/05/99
2 of 11	Driveway Profiles	03/15/99
3 of 11	Brush Creek Road Plan and Profile	02/28/99
4 of 11	Master Water Plan	01/06/99
5 of 11	Collection Manhole Detail	01/07/00
6 of 11	Control Building Details	12/21/98
7 of 11	Water Details	12/21/98
8 of 11	Master Sewer Plan	01/06/99
9 of 11	Typical Lot Plan Step System	01/05/98
10 of 11	Utility Details	12/21/98
11 of 11	Master Shallow Utility Plan	02/28/00