



SCOTT DOYLE, CLERK
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**DEVELOPMENT AGREEMENT
WILSON PLANNED LAND DIVISION
File # 05-S2399**

This Agreement is made this 9 day of may, 2006 between the Board of County Commissioners of Larimer County, Colorado ("~~e~~County") and Caroline J. Wilson, ("Developer").

WHEREAS, Developer is the owner of certain real property situated in Larimer County, Colorado, described on Exhibit A attached hereto and incorporated herein ("Property");

WHEREAS, County has approved the preliminary plat of Wilson Planned Land Division by Findings and Resolution dated December 27, 2005 and recorded December 27, 2005 at Reception No. 2005-0110297 of the Larimer County records; and

WHEREAS, Developer has submitted to County for approval, execution and recordation a Final Plat for the Wilson Planned Land Division; and

WHEREAS, Developer has been approved to develop the Property as one (1) phase using a defined set of improvements; and

WHEREAS, County has considered the Final Plat, the proposed development and improvements to the Property, and the requirements to be imposed upon the Property by reason of the proposed development, and improvement of the Property included in the Final Plat; and

WHEREAS, County is willing to approve, execute and accept for recordation the Final Plat upon the agreement of Developer to the matters described in this Agreement; and

WHEREAS, County and Developer mutually acknowledge and agree that the matters described in this Agreement are reasonable conditions and requirements to be imposed by County in connection with its approval, execution and acceptance for recordation of the Final Plat, and those matters are necessary to protect, promote and enhance the general welfare.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the approval, execution and acceptance of the Final Plat for recordation by the County, the parties agree as follows.

1. Title of the Development

The title of the development is: Wilson Planned Land Division.

2. Description of Development and Uses

The Development is a subdivision of 25.96 acres into two (2) lots, each for single-family residential uses. There are no residual lots, common area lots or open space lots created with this subdivision. Lot 1 shall be approximately 10 acres in size and has an existing residential use.

Return to Planning

Lot 2 shall be approximately 15.96 acres in size and includes a 2-acre building envelope, as shown on the final plat and as required by a Condition of Approval for this use. Both lots share the use of an existing well to provide water as shown in Outlot "A" located on Lot 1 on the Final Plat, with access to the well dedicated by an easement also shown on the Final Plat. The Board of County Commissioners also approved a private road and emergency access easement for use in this Development as shown on the Final Plat along the eastern end of Lot 2, to provide perpetual access to Lot 1.

3. Residual Land Restrictions

There are no residual lots created by or associated with this Planned Land Division.

4. Conditions of Approval

Developer acknowledges that the following conditions listed in the Findings and Resolution for initial approval of this development remain to be completed and / or continues to apply:

- A. The following fees shall be collected at building permit issuance for new single family dwellings: Poudre School District fee, Larimer County fees for County and Regional Transportation Capital Expansion and the Larimer County Regional Park Fees (in lieu of dedication). The fee amount that is current at the time of building permit application shall apply.
- B. The new residential (on Lot 2) use shall include a residential fire sprinkler system must be designed and installed to meet National Fire Protection Association (NFPA) standards.
- C. Engineered footings and foundations are required for new habitable construction.
- D. Passive radon mitigation measures shall be included in construction of the residence on these lots. The results of a radon detection test conducted in residence once it is enclosed but prior to issuance of a certificate of occupancy shall be submitted to the Building Department. As an alternative, a builder may present a prepaid receipt from a radon tester which specifies that a test will be done within 30 days. A permanent certificate of occupancy can be issued when the prepaid receipt is submitted.
- E. Prior to obtaining a permit to install a septic system on Lot 2, the lot owner must consult with the Health Department on the need for advanced secondary treatment for the sewer system.
- F. Blasting is prohibited on-site from March 1st through July 1st in order to minimize disturbances to a nearby eagle's nest during the critical nesting period.
- G. The applicant provide an easement, agreement, covenant or other appropriate document (attached as Exhibit "C") to be recorded in the county records that grants the right of access for emergency and service vehicles and that defines the persons/entities entitled to use the roads, the purpose for and manner in which the roads may be used, any limitations on the use of the roads, the persons/entities authorized and responsible to construct and maintain the roads, the persons/entities authorized to enforce the terms of the easement and the penalties for violation of the terms of the easement.

- H. The design and construction of the private road will meet applicable county road or street standards.
- I. Provisions acceptable to the county commissioners have been made for maintenance of the private roads.
- J. County requirements for road naming, road name signs and addressing have been or will be met prior to the issuance of any building permit.

5. Mineral Interests

The Property is not known to be subject to any previously existing mineral interests at the time of recording of this Agreement.

6. Water Rights and Water Interests

The property is not subject to any known water rights or water interests at the time of recording of this Agreement.

7. Improvements

On-Site Improvements: Developer shall design, construct and install at its own expense all infrastructure improvements required for the shared access drive for Lot 1 and Lot 2, along with any other improvements shown on the Final Plat or in the supporting documents in accordance with the plans and specifications, as prepared by Developer's licensed engineers and professionals and approved by County.

Off-Site Improvements: Developer shall design, construct and install at its own expense all off-site infrastructure improvements required for access, as shown in the supporting documents in accordance with the plans and specifications, as prepared by Developer's licensed engineers and professionals and approved by County.

8. Completion Date

All improvements required for development of the Property, and all other matters agreed to be performed shall be installed, constructed or performed by Developer, and inspected and approved by the County Engineer, prior to the acceptance of any residential building permits for Lot 2 or by May 1, 2011, whichever occurs first.

9. Water Supply

Water to Lot 1 and Lot 2 shall be provided by an existing, shared well (State Permit #172734) which is located on Lot 1 of the Wilson Planned Land Division. Use of this shared well is governed by a Shared Well Agreement, which is attached as Exhibit "B" to this Agreement. Access to the well head is guaranteed to the owners of Lot 1 and Lot 2 by the dedication and conveyance of a 20-foot access easement, shown on the Final Plat of the Wilson Planned Land Division. A water line from the well to Lot 2 shall be constructed as part of the required improvements to connect to a residential sprinkler system, of a design to be reviewed and approved by the Poudre Fire Authority, prior to the acceptance of any building permits for Lot 2.

10. Sewage

The owner of Lot 2 shall consult with the Larimer County Health Department on the need for advanced secondary treatment for the sewer system, and shall obtain a Septic Permit from the Health Department for the individual system on Lot 2 of this subdivision, prior to obtaining a Building Permit. The septic system design shall be for a mounded absorption septic system to be designed by an engineer, unless another system is approved by the Health Department.

11. Trenches

Trenches for utilities shall be compacted in accordance with specifications defined by County or the utility service provider.

12. Roads

County approved two appeal requests by Developer to the requirement to provide for connectivity and the requirement to dedicate public right-of-way to provide access to both lots. County stipulated conditions of approval regarding road improvements as contained in Section 8 of this agreement and related to the design, construction and use of the private road, as further outlined in Exhibit "C" to this agreement.

Developer shall construct all road improvements of the Planned Land Division as shown on the Final Plat and in the supporting documents for the Development, prior to the acceptance of any residential building permit for Lot 2 or by May 1st, 2011, whichever occurs first. Improvements shall be made in accordance with the plans and specifications as prepared by Developer's licensed engineers and professionals and approved by the County Engineer. All street layout and geometric design shall be in accordance with applicable County standards and as portrayed on the approved constructions drawings.

Developer shall obtain a Development Construction Permit and any required access or utility permits prior to the start of construction of any road improvements either public or private.

Developer shall submit the following items to County for review and approval prior to the acceptance of a building permit for Lot 2:

- A. A signed and stamped statement must be submitted from a professional civil engineer registered in Colorado that the road improvements have been completed in substantial compliance with approved plans and the Larimer County Road Manual, and that the documenting engineer or his representative have made regular outside on-site inspections during the course of construction and the field plans used are the same as those approved by the County. Copies of all on-site inspection reports performed by the documenting engineer or his representative must be submitted as well.
- B. Test results must be submitted for all phases of the development as per the Larimer County Road Manual for minimum materials sampling, testing and inspection and as required by the County Engineer.

- C. One (1) copy of the “as built” road improvements plans must be submitted at the time Developer requests a release of collateral. All deviations from approved plans must be listed and shown on the “as built” plans.

No acceptance of a building permit for Lot 2 shall be made until the above listed items have been submitted. All items listed above must be received and approved by the Engineering Department.

13. Storm Drainage Improvements

No storm drainage improvements are required for this Planned Land Division.

14. Natural Gas – Xcel Energy Service of Colorado

Natural gas service is not available to the site at this time and propane tanks are intended to be used. In the event propane tanks are used, it will be the responsibility of the purchaser of each residential lot to provide his/her own propane service.

15. Electric – Xcel Energy Service of Colorado

Developer shall obtain electric service from Xcel Energy Service of Colorado. Developer shall construct improvements as required by Xcel Energy Service of Colorado to supply the Property with electric utility service. Improvements shall be in accordance with Xcel Energy Service of Colorado specifications. In no event, however, shall County be responsible for the inspection and/or acceptance of electric utility improvements to the Property.

16. Telephone and Cable – Qwest Communications

Developer shall obtain telephone and communication utilities from Qwest Communication. Developer shall construct improvements as required by Qwest Communication to supply the Property with adequate telephone and communication utilities. Improvements shall be made in accordance with Qwest Communication’s specifications. In no event, however, shall County be responsible for the inspection and/or acceptance of telephone and/or communications cable improvements to the Property.

17. “As Built” Plans

Developer shall provide to County one (1) copy of “as built” plans prepared by a professional engineer for all site improvements constructed in connection with the development of the Property. All required testing and quality control reports shall also be provided to County and must be submitted prior to final County approval. Developer shall provide to the particular service provider “as built” plans for all utilities if required. As-built plans must be received and approved by the Engineering Department and / or the particular service provider before the completion date.

18. Landscaping Improvements

There are no required landscaping improvements for this Development.

19. Erosion Control

In order to protect the soil resource, Developer shall construct reasonable erosion control facilities at the commencement of construction. The construction and establishment of acceptable erosion control facilities shall be assured and installed by Developer. Erosion control facilities must be installed and approved and the as-builts must be submitted and approved by the County before the completion date.

20. Fire Protection

The new residential use on Lot 2 is required to include a residential sprinkler system that meets the National Fire Protection Association (NFPA) standards.

21. Addressing

Developer agrees that individual addressing of the lots in the development is an important factor for identification and safety during construction. Developer shall install street signs and temporary address signage prior to the acceptance of any building permit. Permanent address numerals are also required for all new structures. Developer and future Lot Owners agree that address numbers and/or road names may be changed at any time by County or the governing body having jurisdiction over the property.

22. Public Improvements Opinion of Costs and Guarantee of Improvements

Construction Collateral: Because of the minimal nature of the improvements for this Development, construction collateral is not required. To ensure completion of the improvements, no residential building permit can be accepted for Lot 2 until the required improvements are in place, and reviewed and approved by the Larimer County Engineering Department, or by May 1st, 2011, which ever shall occur first.

23. Developer Guarantees and Warranty Collateral

Developer warrants and guarantees that ALL improvements required to be constructed pursuant to this Agreement shall be free from defects in materials and/or workmanship and shall properly function. Developer shall correct, replace or repair any improvement discovered to be defective or faulty during the warranty period, which shall commence on the date of final county approval of the last improvement constructed.

24. Inspections

No construction shall commence without written approval of the County Development Review Construction Inspector in the form of a Development Construction Permit. The issuance of this permit shall follow a pre-construction meeting scheduled by the County Development Review Construction Inspector. Developer shall supply to County Development Review Construction Inspector a schedule of construction and shall notify the County Development Review Construction Inspector of commencement of construction. The Developer agrees to pay the fees associated with the Development Construction Permit. Field inspections of improvement installations shall be performed by Developer's licensed professional engineers. Inspection reports shall be available for review by County upon request.

County shall have the authority to halt construction of any portion of the construction that may be found to be out of compliance with the approved plans and specifications for the development. Developer shall cause such work to be corrected and brought into compliance within the time frame set by the County Engineer, and if not so corrected, the County Engineer may declare Developer in default of this Agreement.

25. Issuance of Building Permits / Building Envelopes / Drainage Plan

Unless otherwise described, Developer acknowledges and agrees that building permits for Lot 2 shall not be accepted until all required work on the private access road is complete, reviewed and approved by the County Engineering Department. For purposes of this Agreement, "Building Permit" shall include any permit to begin work to construct a building on the Property, including permits for footings and foundations.

Developer acknowledges that Lot 2 in the development includes a building envelope. All structures must be located within the Larimer County approved building envelope as shown on the approved subdivision plat. If a structure is within 5' of the building envelope, the owner / applicant for a building permit will be required to demonstrate that the structure(s) is located within the building envelope prior to the approval of the footing and foundation inspection. This shall be accomplished by a written certification by a Colorado Licensed Surveyor (form available from the Larimer County Planning Department).

There is a Larimer County approved drainage plan for this development on file with the Larimer County Engineering Department. This plan details information containing horizontal and vertical placement of the structure, culvert size and location and overall site grading (if applicable). It is the responsibility of the lot owner/builder to ensure the drainage of the lot is consistent with this plan. This includes ensuring that the minimum opening elevation/top of foundation is within 2 inches of design elevation. It is also the responsibility of the lot owner to ensure that the installation and maintenance of landscaping and fences on the lots complies with the County approved drainage plan.

26. Fees

Developer / Lot Owner shall pay to County at building permit issuance the following fees: County and Regional Transportation Capital Expansion Fees; Regional Park Fees In Lieu of Dedication, and; Poudre R-1 School Fees. Fees shall be the amount in effect at the time of building permit issuance. Developer acknowledges and agrees that such fees are roughly proportional to impacts created by this development. Developer shall also pay any other applicable legislatively formulated and duly adopted fees which are in effect and required to be paid at the time of building permit issuance provided such fees are imposed on a broad class of property owners.

27. Maintenance of Improvements

During the two-year warranty period, Developer shall be solely responsible to maintain, repair and replace any and all improvements for the shared access drive for Lot 1 and Lot 2 along with all drainage facilities in the development. Upon expiration of the two-year warranty period, the owners of Lot 1 and Lot 2 shall be solely responsible for such maintenance, repairs and replacements of the shared access drive for Lot 1 and Lot 2. County shall have no liability or obligation for such maintenance, repairs or replacements.

In the event the County determines that the responsible person(s) has failed to adequately maintain the improvements, County shall so notify the responsible person(s) in writing. Such notice shall specifically state the manner in which the person(s) has failed to maintain the improvements, and the steps that must be taken to come into compliance. The notice shall include a demand that such deficiencies in maintenance be cured within thirty (30) days of the date of the notice and shall also state the time and place of a hearing before the Board of County Commissioners, which shall be held within fifteen (15) days of the notice.

At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice, or in the modifications thereof, are not cured within said thirty days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the development, and to prevent the improvements from becoming a public nuisance and public liability, may undertake to maintain the same for a period of at least one year.

Before expiration of the maintenance period, the County, upon its initiative or the written request of the responsible person(s) may call a public hearing before the Board of County Commissioners upon notice to such responsible person(s) and to the Property owners. At the hearing, the responsible person(s) shall show cause why maintenance by the County shall not, at the election of the County continue for an additional set period. If the Board determines that the responsible person(s) is ready and able to maintain the improvements, the County shall cease to maintain the improvements.

If the Board determines the responsible person(s) is not ready and able to maintain the improvements, the County may, in its discretion, continue such maintenance for a succeeding set period subject to a similar hearing and determination prior to the expiration of such period. The cost of such maintenance by the County and the costs of enforcement incurred by the County, including but not limited to monitoring, inspections, and legal fees shall be paid the owners of the Property that have a right to enjoyment or use of the improvements involved. Any unpaid costs shall become a lien upon said properties.

The County shall file a notice of such lien in the office of the County Clerk and recorder upon the properties affected by such lien and shall certify such unpaid costs to the County Treasurer for collection, enforcement and remittance in the manner and with the same priority as provided by law for the collection, enforcement and remittance of general property taxes.

28. Declaration of Covenants

There are no Covenants for this Development at the time of recording for this agreement.

29. Liability/Indemnity

County's review and approval of any plans, reports, or drawings or County's inspection and approval of any improvements constructed by Developer under this Agreement does not constitute a representation, warranty, or guarantee by County that such improvements are free from defects or will operate adequately for the purpose intended. Current and successor owners of the Property assume responsibility for all maintenance, repairs, or replacements of improvements.

Developer agrees to indemnify and hold County, its officers, employees and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance, condition or quality of work at the development of the Property pursuant to this Agreement. Developer further agrees to aid and defend County in the event County is named as a defendant in an action concerning the performance, condition or quality of work pursuant to this Agreement, except where such suit is brought by Developer against County. Developer acknowledges it is not an agent or employee of County.

Nothing in this Agreement shall be construed as a waiver, either express or implied, of the immunities, rights, benefits, and protections afforded County under the Colorado Governmental Immunity Act.

30. Default/Remedies/Enforcement

Upon default of the provisions of this Agreement, the parties agree that this Agreement may be specifically enforced by any party or any party may proceed in any other manner authorized by law for a breach of contract. In addition, the County may:

- A. Issue a written notice to Developer to appear and show cause why the subdivision shall not be vacated. Giving notice shall be deemed complete upon mailing same certified mail to the address stated herein. The notice shall designate the date, time and place the Board of County Commissioners will conduct a hearing to consider vacation of the plat. The hearing shall be not less than thirty (30) nor more than sixty (60) days from the date of the notice.
- C. Proceed in the manner described in the Larimer County Land Use Code or State Statutes for a violation of the State or local subdivision regulations.
- D. Withhold building permits.

The remedies set forth herein are cumulative and the election to use one shall not preclude use of another. In the event of default by Developer or Association, Developer and Association agree to pay all expenses incurred by County occasioned by said default, including, but not limited to, a reasonable attorney's fees in enforcing this Agreement.

31. Applicability of Other Regulations and Conditions

This Agreement and the terms, conditions and covenants contained herein shall be deemed to complement and shall be in addition to the conditions and requirement of the Larimer County Land Use Code and other applicable laws, rules and regulations, notwithstanding anything contained or referred to the contrary.

32. Periodic Reviews

County may conduct periodic reviews of the status of the development as appropriate to monitor and enforce the terms of this Agreement.

33. Binding Effect of Agreement

This Agreement is intended to provide for the orderly construction and maintenance of structures and other improvements on the Property. This Agreement shall be a servitude running with the Property. Those owners of the Property or any portion of the Property who obtain title subsequent to the date of this Agreement, their heirs, successors, assigns or transferees, and persons holding under Developer shall comply with the terms hereof.

If the Property becomes included within the boundaries of any city or town, the County's rights under this Agreement shall automatically pass to the governing body of the city or town and the successor town or city may enforce this Agreement against such subsequent owners and those holding under them. In the event Developer transfers title to the Property and is thereby divested of all equitable and legal interest in the Property, Developer shall be released from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such event, the succeeding Property owner(s) shall be bound by the terms of this Agreement.

34. Notations and Recordation

Developer shall note on the final subdivision plat, as a plat note, and in a disclosure statement the existence of this Agreement as recorded by the Larimer County Clerk and Recorder. Developer shall note on the final subdivision plat and in the disclosure notice the entity/person(s) responsible for maintenance of the improvements. Developer shall file for recording with the Larimer County Clerk and Recorder, this Agreement and any deeds and/or other documents required as part of the Final Plat approval of this development by the Board of County Commissioners.

35. Subordination

Developer shall cause all lenders, lien holders or other persons or entities that have any interest in the Property to subordinate their interest to this Agreement.

36. Conflict with Other Documents

In the event of a conflict between the terms or conditions of this Agreement, Plat Notes, Disclosure Notice, or Findings and Resolution, this Agreement shall control.

37. Severability

If any part, terms, or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, terms, or provision and the rights of the parties will be construed as if the part, terms, or provision was never part of this Agreement.

38. Amendment

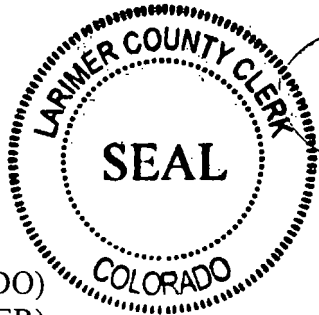
This Agreement may be amended by mutual consent of the County and 1 of the Lot owners based on one (1) vote per lot, provided such amendment is in writing.

39. Controlling Law

This Agreement shall be governed by the laws of the State of Colorado.

LARIMER COUNTY:
Board of County Commissioners of
Larimer County, Colorado

Karen A. Wagner, CHAIR PRO-TEM
Chair: Glen W. Gibson



ATTEST:

Haelm Coolman
Deputy Clerk to the Board

STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 9th day of May, 2006 by
Glen W. Gibson as Chair of the Board of County Commissioners of Larimer County, Colorado.

Karen A. Wagner Pro-Tem

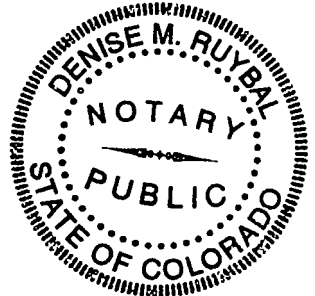
Denise M. Ruybal
Notary Public

Witness my hand and official seal

My Commission Expires: 4-29-2007

OWNER / DEVELOPER:

By: Caroline J. Wilson
Caroline J. Wilson

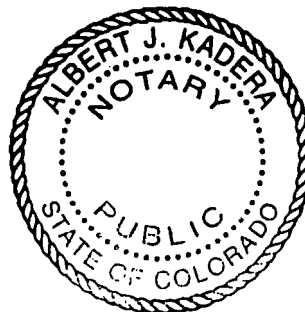


STATE OF COLORADO)
COUNTY OF LARIMER)

Acknowledged before me this 2nd day of MAY, 2006 by Caroline J. Wilson, owner.

Albert J. Kadera
Notary Public

Witness my hand and official seal.
My commission expires:



My Commission Expires 11/21/2007

Exhibit A
Legal Description
Wilson Planned Land Division

Lots 1 and Lot 2 of the Wilson Planned Land Division
being a replat of Tract 2 of the Stumbo M.L.D. No. EX -1190,
further described as being in the NW $\frac{1}{4}$ of Section 30, Township 8, Range 69
of the Sixth P.M, Larimer County, Colorado

Exhibit "B"
Shared Well Agreement
Wilson Planned Land Division

SHARED WELL WATER AGREEMENT
WILSON PLD

This Agreement, made and entered into this 3rd day of May, 2006 by and between Caroline J. Wilson, party of the first part, hereinafter referred to as the "supplying party", and Caroline J. Wilson, part of the second part, and hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as Lot 1 of the Wilson PLD, located in the County of Larimer, State of Colorado, which is property more fully described as follows, to wit:

Lot 1 of the Wilson Planned Land Division
being a replat of Tract 2 of the Stumbo M.L.D. No.Ex-1190,
further described as being in the NW 1/4 of Section 30, Township 8, Range 69
of the Sixth P.M. Larimer County, Colorado

and

WHEREAS, the supplied party is the owner of Lot 2 of the Wilson PLD, located in the County of Larimer, State of Colorado, which property is more fully described as follows, to wit:

Lot 2 of the Wilson Planned Land Division
being a replat of Tract 2 of the Stumbo M.L.D. No. Ex-1190,
further described as being in the NW 1/4 of Section 30, Township 8, Range 69
of the Sixth P.M. Larimer County, Colorado

and

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, there is located a well upon Lot 1, together with water distribution facilities, herein referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the water from the well has undergone a water quality analysis from the State Of Colorado health authority and has been determined by the authority to supply safe and potable water; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Lot 1 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions;

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Lot 1 for quotidian domestic use excluding the right to draw water to fill swimming pools of any type.
2. That the owners or residents of the dwellings located on Lot 2, as of the date of this Agreement shall:
 - a. Pay or cause to be paid to the supplying party, an annual fee for this use of the well and water distribution system.
 - b. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.

6. That the supplied party shall pay to the supplying party his/her proportionate share for the cost of energy for the operation of the pumping equipment. This cost shall be determined by a separate meter upon each dwelling and for each parcel.

7. That each of the parties to this Agreement does hereby grant to the other, his/her heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit:

Water to Lot 1 and Lot 2 shall be provided by an existing, shared well (State Well Permit Number 172734) located on Lot 1 of the Wilson Planned Land Division. Access to the well head is guaranteed to the owners of Lot 1 and Lot 2 by the dedication and conveyance of a 20-foot access easement, shown on the Final Plat of the Wilson Planned Land Division.

8. That no party may install landscaping or improvements that will impair the use of said easements.

9. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of each other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

10. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

11. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

12. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Larimer, State of Colorado. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further rights to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

13. That the undersigned parties shall permit well water sampling and testing by a responsible party as needed.

14. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities.

15. The term of this Agreement shall be perpetual, except as herein limited.

16. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of the land herein described and shall be binding upon the

heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

BY Caroline J. Wilson

DATE May 3, 2006

BY Caroline J. Wilson

DATE May 3, 2006

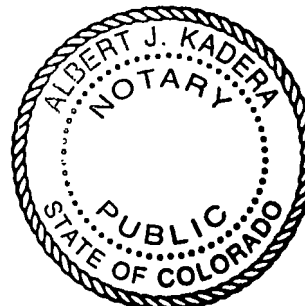
County of Larimer)
)ss
State of Colorado)

Sworn and subscribed before me this 3rd day of MAY, 2006

Albert J. Kadera

Notary Public

My Commission expires: 11/21/2007



My Commission Expires 11/21/2007

Exhibit "C"
Road Maintenance Agreement
Wilson Planned Land Division

Exhibit C

WILSON PLANNED LAND DIVISION Road Maintenance Agreement

This Agreement is made this 2 day of May, 2006 between the owners of certain real property identified as Lot 1 and Lot 2 of the Wilson Planned Land Division, being situated in Larimer County, Colorado and further described on Exhibit A attached hereto.

RECITALS

1. Caroline J Wilson is the owner of the Lot 1 of the Wilson Planned Land Division.
2. Caroline J Wilson is the owner of Lot 2 of the Wilson Planned Land Division.
3. Lot 1 and Lot 2 of the Wilson Planned Land Division are served by a 60-foot existing access road in existence at the time of approval of the Wilson Planned Land Division, and approved for use as a private road as shown on the Final Plat of the Wilson Planned Land Division. The approved private road connects both lots in the Wilson Planned Land Division with County Road #23E, and is subject to the provisions of a Development Agreement.
4. The parties wish to set forth their rights and obligations as to the use and maintenance of the road.

Now, therefore, in consideration of the mutual covenants contained herein the parties agree as follows:

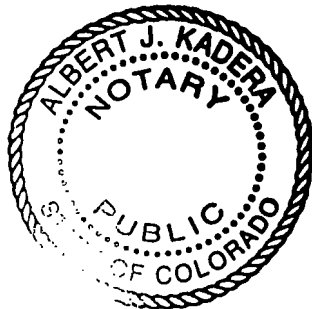
TERMS

1. The owners of Lot 1 and Lot 2 of the Wilson Planned Land Division agree that they each shall have equal right to use the road for access to their respective properties.
2. The owners of Lot 1 and Lot 2 of the Wilson Planned Land Division agree that the road shall be maintained in a condition suitable for passenger car and small truck vehicular use. The parties acknowledge that Larimer County shall have no responsibility or obligation to construct, maintain or repair the road.
3. The owners of Lot 1 and Lot 2 of the Wilson Planned Land Division agree that they shall share equally all costs of maintaining the road including but not limited to grading, resurfacing and snow removal.
4. The owners of Lot 1 and Lot 2 shall meet as needed and agreed to between them to determine who will be responsible for arranging for maintenance after the two year warranty period expires, as noted in the Development Agreement. The owners of Lot 1 and Lot 2 shall discuss and agree upon what maintenance is to be done, who will do the work, and the cost prior to the maintenance occurring. If the parties disagree they will seek mediation.

- Caroline J. Wilson
Owner, Lot 1, Wilson Planned Land Division

Cassidy Wilson
Owner Lot 2, Wilson Planned Land Division

Acknowledged, subscribed, and sworn to before me this 2nd day of MAY
20 06, by:



My Commission Expires 11/21/2007

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Exhibit A
Legal Description
Wilson Planned Land Division

Lots 1 and Lot 2 of the Wilson Planned Land Division
being a replat of Tract 2 of the Stumbo M.L.D. No. EX-1190,
further described as being in the NW ¼ of Section 30, Township 8, Range 69
of the Sixth P.M, Larimer County, Colorado