

*ATTN: Journal
County*

**SHARED WELL AGREEMENT
DECLARATION**

Apache Mesa Subdivision

(Three Lot Well Share)

SANDOVAL COUNTY
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This Shared Well Agreement Declaration (the "**Agreement**") is made this 24th day of June, 2005, by Apache Mesa LLC, a New Mexico limited liability company, ("**Declarant**").

Introductory Provisions

The following provisions constitute the basis for and are a part of this Agreement:

A.. Declarant is the owner of Lot Thirty-three (33), Thirty-four (34) and Thirty-five (35) Apache Mesa Subdivision (the "**Subdivision**"), as shown on the of the Plat of Apache Mesa Subdivision, filed on March 16, 2005, in Plat Book 408, page 8714, as Document No. 20058714, in Plat Book 3, page 2517A, records of Sandoval County, New Mexico and plat refiled on June 20, 2005 in Volume 3, page 2546-A, records of Sandoval County, New Mexico.

B. Pursuant to requirements of Sandoval County imposed in connection with the creation of the Subdivision, restrictions are imposed upon the amount of water which may be used by residents of the Subdivision.

C. A water well will be drilled on Lot 35 of the Subdivision (the "**Well Site Lot**"), and this well and its water are for the sole and exclusive use and benefit of Lot Thirty-three (33), Thirty-four (34) and Thirty-five (35) in the Subdivision.

D. To facilitate the construction, operation and maintenance of the well described above, and the sharing of its water, Declarant desires to establish the respective rights and obligations of Lot Thirty-three (33), Thirty-four (34) and Thirty-five (35) in and to the well and its water, so as to give effect the restrictions imposed by Sandoval County, and to make other provisions for the operation of the well and the delivery and use of its water.

NOW, THEREFORE, the Declarant hereby agrees and declares as follows:

Agreements

1. Definitions. The following additional terms are defined for use in this Agreement:

This document being re-recorded to correct Page Three, paragraph (c) to reflect 1/3 in lieu of 1/2 as originally recorded.

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(a) The term "**Lots**" means Lot Thirty-three (33), Thirty-four (34) and Thirty-five (35) together, and the term "**Lot**" shall refer to one of the Lots individually, as the context requires.

(b) The term "**Owners**" shall mean the owners of Lot Thirty-three (33), Thirty-four (34) and Thirty-five (35) in the Subdivision, together, and the term "**Owner**" shall refer to them in the singular.

(c) The term "**Well**" shall refer to the well to be drilled on Lot 35 together with the pump, power supply, storage tank(s) and all other equipment and systems necessary or convenient to the proper operation of the well described above.

(d) The term "**Water**" shall refer to that water pumped from and made available from and through the Well.

(e) The term "**Common Pipe**" shall refer to all pipes and other equipment and systems that are necessary or convenient for the delivery or transport of the Water from the Well to the point at which an Owner may connect Individual Pipe to the Common Pipe so that the Well can serve such Owner's Lot.

(f) The term "**Individual Pipe**" shall refer to all pipes and other equipment and systems that are necessary or convenient to the delivery or transport of the Water from the Common Pipe to an individual Lot.

(g) The term "**CC&R Declaration**" shall refer to the Declaration of Protective Covenants, Conditions and Restrictions for Apache Mesa Subdivision, filed March 16, 2005 in Book 408 Page 8715 records of Sandoval County, New Mexico.

2. Construction and Installation of Well and Common Pipe; Reimbursement.

(a) The Well and Common Pipe shall be constructed and installed on the Well Site Lot by the first Owner to commence construction of improvements on a Lot (the "**Constructing Owner**"). The location of the well will be determined as approved by the Architectural Control Committee. The Constructing Owner shall furnish to the well drilling contractor a copy of the Water Availability Assessment for Apache Mesa Subdivision prepared by John Shoemaker & Associates, Inc., dated January 2004, and shall instruct the well drilling contractor to drill the well to the approximate depth of the test well discussed in the Water Availability Assessment. The expense of installation and construction of the Well and Common Pipe, including without limitation the expense of all required permits and governmental approvals (collectively, the "**Construction Expenses**"), shall be paid in the first instance by the Constructing Owner, subject to reimbursement by the Owners of the other two Lots (the "**Non-Constructing Owners**"), as set forth below. The Common Pipe shall be installed underground from

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the Non-Constructing Owner may connect to the Common Pipe by the shortest practicable route. In the event that disturbance of the Well Site Lot is necessary for the construction or installation of the Well and Common Pipe, the Constructing Owner shall be responsible for restoring, back filling and compacting the trench and other areas to restore the Well Site Lot to substantially the same condition as it existed prior to such construction or installation, and the expense of such restoration shall be included in the Construction Expenses.

(b) Upon completion of the Well and Common Pipe, the Constructing Owner shall file of record with the Clerk of Sandoval County a notice (the "**Construction Expense Notice**") which shall set forth (i) the name and address of the Constructing Owner, and (ii) the date of completion of the Well and Common Pipe, and (iii) the total amount of the Construction Expenses (as supported by complete and accurate receipts of all Construction Expenses, which shall be retained by the Constructing Owner), and (iv) the accurate amount of the share of the Construction Expenses for which the Non-Constructing Owner is responsible, and (v) accurate and complete legal descriptions of the Constructing Owner's Lot and the Non-Constructing Owner's Lot.

** One-third (1/3)

(c) The Non-Constructing Owner shall reimburse the Constructing Owner for ~~one-third (1/3)~~ of the Construction Expenses, as set forth in the Construction Expense Notice, upon the earlier to occur (the "**Construction Expense Due Date**") of the following: (i) the date of first conveyance of the Non-Constructing Owner's Lot (to or by the Non-Constructing Owner) occurring after the date of recording of the Construction Expense Notice, or (ii) the commencement of construction of improvements on the Non-Constructing Owner's Lot. In the case of reimbursement triggered by conveyance, as described in item (i) above, the title company closing the sale to or from the Non-Constructing Owner shall collect at closing, from the purchaser of the Non-Constructing Owner's Lot, the Non-Constructing Owner's share of the Construction Expenses. The Constructing Owner shall promptly furnish copies of complete and accurate receipts of all Construction Expenses to the Non-Constructing Owner, or to any title company which requests same in connection with the sale of a Lot to or by the Non-Constructing Owner. The Constructing Owner shall deliver to the Non-Constructing Owner (or any title company handling the sale of a Lot to or by the Non-Constructing Owner) a Release of Construction Expense Notice, in recordable form, upon payment of the Non-Constructing Owner's share of the Construction Expenses.

(d) The Non-Constructing Owner's share of the Construction Expenses, as set forth in the Construction Expense Notice, shall constitute a lien on the Non-Constructing Owner's Lot (the "**Construction Expense Lien**"), bearing interest from and after the Construction Expense Due Date until the date paid at the rate of ten percent (10%) per annum. In the event that the Non-Constructing Owner's share of the Construction Expenses, as shown in the Construction Expense Notice, is not paid within thirty (30) days after the Construction Expense Due Date, the Construction Expense

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Lien may be foreclosed in the same manner as a judgment lien under the laws of New Mexico; provided, however, that the Constructing Owner shall first give not less than thirty (30) days advance written notice of the Constructing Owner's intent to proceed with foreclosure of the Construction Expense Lien. The Construction Expense Lien shall be superior to any and all other charges, liens or encumbrances which may arise or be imposed upon the Non-Constructing Owner's Lot, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for a bona fide first lien mortgage or deed of trust lien placed upon the Non-Constructing Owner's Lot (whether recorded before or after the Construction Expense Lien) and liens for taxes or other public charges as are made superior to the Construction Expense Lien by applicable law.

3. Construction and Installation of Individual Pipe.

(a) Each Owner shall be responsible, at such Owner's sole cost and expense, for the installation of Individual Pipe from the Common Pipe to such Owner's Lot and the improvements constructed thereon. Individual Pipe shall be installed below the surface of the Lot.

(b) In the event that disturbance of another Owner's Lot is necessary for the construction or installation of an Owner's Individual Pipe, the Owner undertaking such construction or installation shall be responsible, at such Owner's sole cost and expense, for restoring, back filling and compacting the trench and other areas to restore the other Owner's Lot to substantially the same condition as it existed prior to construction or installation of the Individual Pipe.

4. Easement. The Declarant, for itself and its successors in title, does hereby grant an easement on the Well Site Lot (a) for the benefit of the Constructing Owner (if the Constructing Owner is not the Owner of the Well Site Lot), for the construction and installation of the Well and the Common Pipe, and (b) for the Owners other than the Owner of the Well Site Lot, for the maintenance and repair of the Well and the Common Pipe. The location of the easement will be determined as approved by the Architectural Control Committee. In the event that it becomes necessary to move the location of the Well and Common Pipe, the easement granted hereby shall be relocated to accommodate such move.

5. Operation, Maintenance, Repair and Replacement Expenses.

(a) All costs and expenses of operating, maintaining, repairing, improving and replacing the Well and the Common Pipe ("Maintenance Expenses") shall be shared equally by the Owners; provided, however, that an Owner shall not be responsible for Maintenance Expenses, and an Owner's Lot shall not be subject to a Maintenance Expense Lien under subsection (d) below, and an Owner shall not have a

voice in maintenance decisions under subsection (e) below, until the date when an Owner's Individual Pipe is connected to the Common Pipe.

(b) The electricity serving the Well shall be separately metered.

(c) The costs and expenses of installing, maintaining, repairing, improving and replacing all Individual Pipe shall be borne solely by the Owner whose Lot is served by the Individual Pipe.

(d) Within thirty (30) days of receipt of any bill or account for Maintenance Expenses, each Lot Owner shall pay or reimburse such Owner's pro rata share thereof. A Lot Owner's pro rata share of the Maintenance Expenses shall constitute a lien on the Lot (a "**Maintenance Expense Lien**"), bearing interest from and after the above-described due date until the date paid at the rate of ten percent (10%) per annum. In the event that an Owner fails to pay or reimburse such Owner's share of the Maintenance Expenses within thirty (30) days after written notice, the Maintenance Expense Lien may be foreclosed by the other Owner, if the other Owner has paid the full amount of such Maintenance Expenses (the "**Foreclosing Owner**"), in the same manner as a judgment lien under the laws of New Mexico; provided, however, that the Foreclosing Owner shall first give not less than thirty (30) days advance written notice of the Foreclosing Owner's intent to proceed with foreclosure of the Maintenance Expense Lien. The Maintenance Expense Lien shall be superior to any and all other charges, liens or encumbrances which may arise or be imposed upon the Lot subject to the Maintenance Expense Lien, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for a bona fide first lien mortgage or deed of trust lien placed upon such Lot (whether recorded before or after the Maintenance Expense Lien) and liens for taxes or other public charges as are made superior to the Maintenance Expense Lien by applicable law.

(e) The Owners shall cooperate with one another in good faith to insure the efficient administration of the Well, the Water and the Common Pipe. The Well and Common Pipe shall be maintained and repaired as needed. The Well and Common Pipe shall be improved or replaced as needed to insure the Well and Common Pipe are producing and delivering potable water in the quantity necessary to provide each lot with 0.50 acre-feet (163,000 gallons) per year. At the request of any Owner, the Owners shall meet to determine how and when to effect any maintenance, repair, improvement or replacement which may be necessary or appropriate. In the event of an inability of the Owners to agree as to maintenance, repair, improvement or replacement of the Common Pipe, or any other issue having to do with the Well or Common Pipe, the matter shall be resolved in conformity with the dispute resolution provisions set forth in Article 8 of the CC&R Declaration.

(f) In the event of an emergency, an Owner may make such repairs to

the Well or Common Pipe as are necessary to rectify the conditions causing or constituting the emergency. The costs and expenses of such repair shall be shared as provided in Section 5 above.

6. Ownership of Well, Water and Common Pipe. Upon construction of the Well and Common Pipe, the Constructing Owner shall own same. From and after the date when the Non-Constructing Owner pays such Owner's share of the Common Expenses, the Owners shall own the Well, Water and Common Pipe as tenants in common, each owning an undivided fifty percent (50%) interest in the Well, Water and Common Pipe.

7. Water Use; Restrictions. Each Owner shall be entitled to use and consume not more than 0.50 acre-feet (163,000 gallons) per year of Water from the Well, as provided in Section 5.2 of the CC&R Declaration, and each Owner shall comply with all other water conservation measures described in Sections 5.2 and 5.3 of the CC&R Declaration. No Owner, by first commencing to use the Well or the Water, shall obtain as against the other Owner or Lot, any priority right to use the Well or to extract and use any particular quantity of Water. The Owners shall be entitled to equal amounts of Water from the Well. The Owners accept the principles of water conservation set forth in Sections 5.2 and 5.3 of the CC&R Declaration and understand that the Well will not be designed or intended to provide unlimited quantities of Water. In the event that demand ever either exceeds the capacity of the Well such that each Owner is not able to obtain an equal share of the Water, or if the use of Water exceeds the limits set hereby and in the CC&R Declaration, the Owner whose use of Water exceeds such Owner's permitted usage shall immediately curtail such excess use.

8. Connection; Meters. Prior to commencing use of the Well and the Water, each Owner, at such Owner's expense, and in a manner conforming to good engineering practice and applicable law and regulation, shall connect to the Well from the Common Pipe and shall install a meter which accurately measures on a continuing basis the amount of Water drawn from the Well for the exclusive use of such Lot. Thereafter, each Owner, at such Owner's expense, shall cause such meter to be operated and maintained in good and accurate repair. Each Owner, and the New Mexico Office of the State Engineer or its designee, shall have the right, during daylight hours, to examine the meter of each other Owner, upon reasonable notice to the Owner whose meter is to be inspected, and the right of ingress and egress upon the property of such Owner for such limited purpose.

9. Dispute Resolution. In the event the Owners are unable to reach agreement as to any issue relating to the Well, the Water or the Common Pipe, or any other matter arising out of this Agreement, the matter shall be resolved in conformity with the dispute resolution provisions set forth in Article 8 of the CC&R Declaration.

10. Specific Performance. This Agreement may be enforced by specific performance, as well as any other remedy provided at law or in equity, subject to the provisions of Section 9 above.

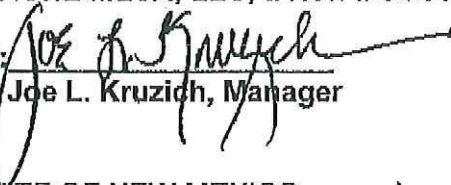
11. Agreement to Run With Land; Acknowledgment. This Agreement, its terms, provisions, covenants and restrictions, are and shall be binding upon and inure to the benefit of the Owners, and each of them, and their respective successors in title, and shall run with the land and bind the Lots, and each of them. Upon the sale of each of the Lots by Declarant, Declarant shall require the purchaser of each Lot to execute an Acknowledgment and Acceptance in substantially the form of Exhibit B attached hereto, and shall cause such Acknowledgment and Acceptance to be filed in the records of Sandoval County, New Mexico.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the date of acknowledgment set forth below.

DECLARANT:

APACHE MESA, LLC, a New Mexico limited liability company

BY:


Joe L. Kruzich, Manager

STATE OF NEW MEXICO)

ss

COUNTY OF BERNALILLO

SANDOVAL COUNTY

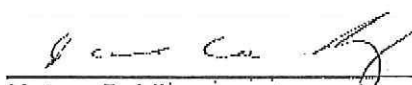
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The foregoing instrument was acknowledged
before me this 24 day of June, 2005 by Joe L. Kruzich, Manager of Apache Mesa,
LLC., a New Mexico limited liability company.


Notary Public

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EXHIBIT B

ACKNOWLEDGMENT AND ACCEPTANCE

The undersigned, purchaser(s) of Lot _____, Apache Mesa Subdivision ; as shown on the _____ of the Plat of Apache Mesa Subdivision, filed _____, 2005 in Book _____, Page _____, records of Sandoval County, New Mexico, acknowledges the terms and conditions of that certain Shared Well Agreement Declaration, dated _____ recorded _____ in the office of the County Clerk of Sandoval County, New Mexico, at Book _____, Page _____ (the "Shared Well Declaration"), and accepts the terms thereof and agrees to be bound by the Shared Well Declaration, as if a signatory thereto.

Dated: _____

Purchaser

SANDOVAL COUNTY

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Purchaser

STATE OF NEW MEXICO)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this the _____ day of _____, by _____.

My commission expires: _____

Notary Public

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File Number: RG 85880

NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

1. APPLICANT

Name: DOUGLAS COOK Work Phone: _____
Contact: _____ Home Phone: 5057710267
Address: 42 APACHE MESA
City: PLACITAS State: NM Zip: 87043

1. APPLICANT

Name: NANCY C COOK Work Phone: _____
Contact: _____ Home Phone: 5057710267
Address: 42 APACHE MESA
City: PLACITAS State: NM Zip: 87043

2. LOCATION OF WELL (E thru H optional)

A. East 364126.3 meters, North 3907956.2 meters, UTM_Zone 13, Datum NAD83
B. X = 1567463.0 feet, Y = 1566600.0 feet,
Coord System 5 - NAD 1983 SP FT NM Central
in the NON Grant.
U.S.G.S Quad Map _____
C. Latitude _____ Longitude _____
D. Lot No. 35 Block No. NA of Unit/tract NA of the
APACHE MESA Subdivision recorded in Sandoval County.
E. Tract No. NA Map No. NA of the NA
F. Is this well within a municipality? _____ if yes, where? _____
G. Give State Engineer File Number if existing well _____
H. On land owned by DOUGLAS & NANCY COOK

35.13N.4E

3. USE OF WATER

DOM: One household, non-commercial trees, lawn and garden not to exceed a
total of one acre.

Trn Desc: RG 85880 POD1
Log Due Date: _____
Form: wr-01

File Number: RG 85880
Trn Number: 506797

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STATE ENGINEER
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OFFICE

NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

4. WELL INFORMATION (Change, Repair, Drill, Test, Supplement)

Name of well driller and driller license number: _____

Approximate depth _____ feet, Outside diameter of casing _____ inches.

____ Replacement well

____ Repair or Deepen:

____ Clean out well to original depth

____ Deepen well from _____ to _____ feet

____ Other _____

____ Supplemental well

5. ADDITIONAL STATEMENTS OR EXPLANATIONS

THIS PERMIT IS TO CHANGE CONDITION OF APPROVAL FROM
A CONDITION 9 TO SINGLE HOUSEHOLD.

ACKNOWLEDGEMENT FOR NATURAL PERSONS

I, Douglas Cook affirm that the foregoing statements are true to
(Please Print)
the best of my knowledge and belief, By: _____

Signature Signature

2012 JUL -6 AM 8:29
NEW MEXICO STATE ENGINEER OFFICE
RECEIVED

NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

GENERAL CONDITIONS OF APPROVAL (A thru P)

- 06-A The maximum amount of water that may be appropriated under this permit is 1.000 acre-feet in any year.
- 06-B The well shall be drilled by a driller licensed in the State of New Mexico in accordance with Section 72-12-12 New Mexico Statutes Annotated. A licensed driller shall not be required for the construction of a driven well; provided that the casing shall not exceed two and three-eighths (2 3/8) inches outside diameter (Section 72-12-12).
- 06-C Driller's well record must be filed with the State Engineer within 20 days after the well is drilled or driven. Well record forms will be provided by the State Engineer upon request.
- 06-D The casing shall not exceed 7 inches outside diameter except under specific conditions in which reasons satisfactory to the State Engineer are shown.
- 06-E To request a change to the use of water authorized under this permit, the permittee shall file an application with the State Engineer.
- 06-F An application for a new 72-12-1.1 domestic well permit where the proposed point of diversion is to be located on the same legal lot of record as an operational 72-12-1.1 domestic well shall be treated as an application for a supplemental well.
- 06-G If artesian water is encountered, all rules and regulations pertaining to the drilling and casing of artesian wells shall be complied with.
- 06-H The drilling of the well and amount and uses of water permitted are subject to such limitations as may be imposed by a court or by lawful municipal or county ordinance which are more restrictive than the conditions of this permit and applicable State Engineer regulations.
- 06-I The permittee shall utilize the highest and best technology available to ensure conservation of water to the maximum extent practical.

Trn Desc: RG 85880 POD1
Log Due Date: _____
Form: wr-01

File Number: RG 85880
Trn Number: 506797

NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

GENERAL CONDITIONS OF APPROVAL (Continued)

- 06-J The well shall be set back a minimum of 50 ft. from an existing well of other ownership unless a variance has been granted by the State Engineer. The State Engineer may grant a variance for a replacement well or to allow for maximum spacing of the well from a source of groundwater contamination. The well shall be set back from potential sources of contamination in accordance with rules and regulations of the NM Environment Department.
- 06-K Pursuant to section 72-8-1 NMSA, the permittee shall allow the State Engineer and his representatives entry upon private property for the performance of their respective duties, including access to the well for meter reading and water level measurement.
- 06-L The permit is subject to cancellation for non-compliance with the conditions of approval or if otherwise not exercised in accordance with the terms of the permit.
- 06-M The right to divert water under this permit is subject to curtailment by priority administration as implemented by the State Engineer or a court.
- 06-N In the event of any change of ownership to this permit the new owner shall file a change of ownership form with the State Engineer in accordance with Section 72-1-2.1 NMSA.
- 06-O This well permit shall automatically expire unless the well is completed and the well record is filed with the State Engineer within one year of the date of issuance of the permit. It is the responsibility of the permit holder to ensure that the well record has been properly filed with the State Engineer.
- 06-P The well shall be constructed, maintained, and operated to prevent inter-aquifer exchange of water and to prevent loss of hydraulic head between geologic zones.

SPECIFIC CONDITIONS OF APPROVAL

- 06-11 This permit authorizes the diversion of water for domestic use to serve a single household. The total diversion of water under this permit shall not exceed 1,000 acre-feet per year. The diversion of water for domestic use may include the watering of non-commercial trees, lawn and garden not to exceed one acre.

Trn Desc: RG 85880 POD1
Log Due Date: _____
Form: WR-01

File Number: RG 85880
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NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

SPECIFIC CONDITIONS OF APPROVAL (Continued)

06-18 Any diversion of water made in excess of the authorized maximum diversion amount shall be repaid with twice the amount of the over-diversion during the following calendar year. Repayment shall be made by either: (a) reducing the diversion from the well that is the source of the over-diversion; or (b) acquiring or leasing a valid, existing consumptive use water right in an amount equal to the repayment amount and submitting to the State Engineer for his approval a plan for the proposed repayment.

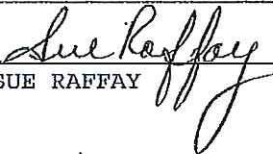
SEE GENERAL CONDITIONS OF APPROVAL

ACTION OF STATE ENGINEER

This application is approved for the use indicated, subject to all general conditions and to specific conditions listed above.

Witness my hand and seal this 06 day of Jul A.D., 2012

Scott A. Verhines, P.E., State Engineer

By: 

SUE RAFFAY

Trn Desc: RG 85880 POD1
Log Due Date: _____
Form: wr-01

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Trn Number: 506797