

Exhibit 1: Consent Decree

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:23-cv-00533-CNS-TPO

UNITED STATES OF AMERICA,

Plaintiff,

v.

WATER SUPPLY AND STORAGE COMPANY, *in personam*

and

GRAND RIVER DITCH, *in rem*

Defendants.

CONSENT DECREE

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Plaintiff United States of America, on behalf of the U.S. Department of the Interior (“DOI”) and the National Park Service (“NPS”), filed a Verified Complaint (“Complaint”) in this action on February 27, 2023 (ECF No. 1) alleging that Defendants, Water Supply and Storage Company (“WSSC”), *in personam*, and Grand River Ditch, *in rem*, are liable for damages and response costs under the System Unit Resource Protection Act (“SURPA”), 54 U.S.C. §§ 100721-100725, and that WSSC is liable under a March 21, 1907 stipulation (“1907 Stipulation”) between WSSC and the U.S. Forest Service regarding operation and maintenance of the Grand River Ditch.

The Complaint alleges that on or around June 17, 2017, a closed culvert/pipe system (“Culvert”), which forms part of the Grand River Ditch’s infrastructure, ruptured causing substantial water to flow into the drainage below in Rocky Mountain National Park (“Park”). The Complaint further alleges that this rupture (the “Incident”) caused significant damage to Park resources, including damage to over two acres of forest, stream, riparian, and wetland habitat within the boundaries of the Park.

Settlement of Claims

The United States and Defendants (the “Parties”) participated in a mediation on December 18, 2023, and the settlement amount embodied herein was reached as a result of a proposal by the mediator to which all Parties agreed. Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and SURPA, 54 U.S.C. §§ 100722(b) and 100723(a), and over the Parties. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b) and (c), because the events giving rise to this action occurred in this District, Defendant WSSC is found in this District, and the property subject to the *in rem* action is found in this District. For purposes of this Decree, or any action to enforce this Decree, Defendants consent to the Court's jurisdiction over this Decree and any such action and over Defendants and consent to venue in this judicial district.

2. For purposes of this Consent Decree, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to SURPA, 54 U.S.C. § 100722(a) and (b), and as to WSSC, pursuant to the 1907 Stipulation.

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States, and upon Defendants and any successors, assigns, or other entities or persons otherwise bound by law. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, will in no way alter the status or responsibilities of Defendants under this Decree.

4. Defendants shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree,

as well as to any contractor retained to perform work required under this Consent Decree. Defendants shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

5. In any action to enforce this Consent Decree, Defendants shall not raise as a defense the failure by any of their officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

6. Terms used in this Consent Decree that are defined in SURPA have the meanings assigned to them in SURPA, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

“Complaint” means the verified complaint filed by the United States in this action (ECF No. 1);

“Consent Decree” or “Decree” means this Decree and all appendices attached hereto (listed in Section XXI);

“Culvert” means the closed culvert/pipe system at the top of Lady Creek that forms part of the Grand River Ditch’s infrastructure;

“Day” means a calendar day unless expressly stated to be a business day. In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period runs until the close of business of the next business day;

“Defendants” means WSSC and the Grand River Ditch;

“DOI” means the U.S. Department of the Interior and any of its successor departments or agencies;

“DOJ” means the U.S. Department of Justice and any of its successor departments or agencies;

“Early Warning System” or “EWS” means the detection and decision-making system used to monitor water flows at key locations along the Ditch to provide for the safety of the public and protect environmental resources that could be at risk from flooding associated with larger operational releases or Ditch failure;

“Effective Date” means the definition provided in Section XII;

“Grand River Ditch” or “Ditch” means the water diversion and transmission canal carved into the slopes of the Never Summer Range, approximately 1,000 feet above the Colorado River and Kawuneeche Valley, comprising a north feeder ditch (commonly referred to as the Grand River Ditch or Grand Ditch) and a south feeder ditch (commonly referred to as the Specimen Ditch or the Specimen);

“Incident” means the event that occurred on or around June 17, 2017, as described in the Complaint, where the Culvert ruptured causing substantial water to flow into the drainage below;

“NPS” means the U.S. National Park Service and any of its successor departments or agencies;

“Operations and Maintenance Agreement” or “Agreement” means the unsigned agreement between WSSC and NPS attached as Appendix A to this Decree;

“Operations and Maintenance Plan” or “Plan” means the plan WSSC will develop, through a third-party independent consultant licensed as a professional engineer in the State of

Colorado, and in consultation with NPS, as further detailed in Section V of this Decree (Operations and Maintenance Plan);

“Paragraph” means a portion of this Decree identified by an Arabic numeral;

“Park” means the Rocky Mountain National Park;

“Parties” means the United States and Defendants;

“Section” means a portion of this Decree identified by a Roman numeral;

“SURPA” means the System Unit Resource Protection Act;

“Third-Party Independent Consultant” means the professional engineer retained by WSSC pursuant to Paragraphs 11-15 of this Consent Decree; and

“United States” means the United States of America, acting on behalf of DOI and NPS.

IV. PAYMENT BY DEFENDANTS

7. Defendants shall pay to the United States the sum of \$2,680,000.00 (two million, six hundred eighty thousand dollars and no cents).

a. Within 15 business days after Defendants receive notice that this Consent Decree has been lodged, Defendants shall deposit the amount of \$2,680,000.00 into an escrow account bearing interest on commercially reasonable terms, in a federally-chartered bank (the “Escrow Account”). Such monies shall remain in escrow until entry of the Decree. If the Decree is not entered by the District Court, and the time for any appeal of that decision has run, or if the District Court’s denial of entry is upheld on appeal, the monies placed in the Escrow Account, together with accrued interest thereon, shall be returned to Defendants. If the Decree is entered by the District Court, Defendants shall, within 15 Days thereof, cause the monies (including all accrued interest) in the

Escrow Account to be released and disbursed to the United States under this Decree.

8. The amount due, together with the accrued interest, shall be transferred by FedWire Electronic Funds Transfer (“EFT”) to the DOJ account, in accordance with instructions provided to Defendants by the Financial Litigation Unit (“FLU”) of the U.S. Attorney’s Office for the District of Colorado after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

WSSC Board President, c/o Scott Neckers, Esq., Overturf McGath & Hull, PC, 625 E.
16th Ave., Denver, CO 80203, (303) 860-2848, SAN@OMHLaw.com

on behalf of Defendants. Defendants may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and DOI in accordance with Section XI (Notices).

9. At the time of payment, Defendants shall send notice that payment has been made to DOI, NPS, and DOJ in accordance with Section XI. Such notice shall state that the payment is for the amount owed pursuant to the Consent Decree in *United States v. Water Supply and Storage Co. et al.* and shall reference the civil action number, CDCS Number and DOJ case number 90-5-1-1-08154/1.

10. DOJ shall deposit the payment described in Paragraph 7, after the deduction required by the 1994 CJS Appropriations Act, in DOI’s Natural Resource Damage Assessment and Restoration Fund, to be applied toward response and damage assessment costs incurred by

the United States, and/or to be managed by NPS to restore, replace or acquire the equivalent of the System Unit resources and their services that were injured or destroyed due to the Incident.

V. OPERATIONS AND MAINTENANCE PLAN

11. WSSC shall hire, at its own expense, a Third-Party Independent Consultant to develop a comprehensive Operations and Maintenance Plan for the Ditch.

12. The Third-Party Independent Consultant shall function independently of Defendants and shall exercise independent judgment to ensure that the objectives of the applicable Consent Decree requirements are met.

13. The Third-Party Independent Consultant may not have: (a) any financial stake in the outcome of the Plan developed under the terms of this Decree (other than the consultant being retained and paid reasonable fees by WSSC to develop and implement the plan), (b) any ownership interest in WSSC or the Grand River Ditch, or (c) any ongoing contractual or financial relationship with Defendants or any entity related to Defendants unless expressly disclosed to and approved by NPS. WSSC shall notify NPS if any proposed contractual relationships between Defendants or any entity related to Defendants and the Third-Party Independent Consultant arise during the term of the Consent Decree. Unless expressly disclosed to and approved by NPS, Defendants shall not employ, retain, or otherwise be affiliated with the Third-Party Independent Consultant, or professionals retained by the Third-Party Independent Consultant, during their engagement pursuant to this Decree or for a period of at least one year from the date of the termination of the engagement.

14. Qualifications. The Third-Party Independent Consultant shall be licensed as a professional engineer in the State of Colorado and shall have at least ten years of experience,

including four years of combined experience working with open channel flow, hydraulics and hydrology, and slope/embankment stability.

15. Selection of Third-Party Independent Consultant. WSSC has obtained, and NPS has approved, a Third-Party Independent Consultant to develop the Operations and Maintenance Plan required by this Section.

16. Replacement of Third-Party Independent Consultant. If, at any time during the term of this Consent Decree, WSSC seeks to replace the Third-Party Independent Consultant, the following requirements apply:

a. Within 30 Days of the decision to replace the Third-Party Independent Consultant, WSSC shall submit the new proposed Third-Party Independent Consultant to NPS. WSSC shall include: (i) name, affiliation, and address of the proposed Third-Party Independent Consultant; (ii) information demonstrating how the proposed Third-Party Independent Consultant satisfies the applicable requirements in Paragraphs 12-14; and (iii) any current or previous work, contractual, or financial relationships with Defendants or any entity related to Defendants.

b. NPS shall notify WSSC as to whether it approves the proposed Third-Party Independent Consultant within 30 Days of receipt. If NPS does not approve the proposed Third-Party Independent Consultant, then WSSC shall submit another proposed Third-Party Independent Consultant to NPS within 30 Days of receipt of NPS's written notice of disapproval.

c. For the second proposed Third-Party Independent Consultant, the Parties shall repeat the procedures in Paragraph 15.b, including, if necessary, submission of a

third proposed Third-Party Independent Consultant.

d. If NPS does not approve the third proposed Third-Party Independent Consultant within 30 days of receipt from WSSC, the Parties agree to resolve the selection of the Third-Party Independent Consultant through the Dispute Resolution process in Section VIII (Dispute Resolution) of this Consent Decree.

17. Operations and Maintenance Plan. At a minimum, the Operations and Maintenance Plan shall include the following components:

a. Introduction and General Information.

(1) Purpose and Scope.

(2) Ditch access routes, right-of-way description and maps, applicable federal, state, and local laws, regulations, and permitting/inspection requirements.

(3) Background Information. Description of the Ditch design and construction; explanation of previous major repairs, incidents, and failures; and completed health and safety risk assessments.

b. Operations. Roles and responsibilities, WSSC employee safety and training procedures, operational component descriptions, interaction of the Ditch with the Long Draw Reservoir, detailed routine and emergency operation procedures, stockpiling and storage procedures, security, and access.

c. Flow Monitoring. WSSC shall maintain a flow monitoring system. WSSC shall list all instrumentation and methods used to monitor water levels, flow, and discharge and describe WSSC's protocols for monitoring, analyzing, and reporting data.

d. Early Warning System. WSSC shall maintain an Early Warning System. The Plan shall include a description of the EWS, instrumentation, operating procedures, and monitoring protocols. Response and notification protocols for the EWS activities shall be included in the Emergency Action Plan, described in Paragraph 17.h.

e. Annual and Periodic Inspections.

(1) WSSC shall hire, at its own expense, a professional engineer licensed in the state of Colorado with discipline-specific qualifications to conduct a comprehensive annual inspection of the Ditch and prepare a written, signed, and sealed report identifying, at a minimum, any Ditch infrastructure deficiencies; recommended additional routine and annual maintenance; and recommended repairs, replacements, and/or improvements.

(2) Periodic inspections by WSSC staff. The Plan shall describe the methods and frequency of periodic inspections and shall include a list of components for inspection and an inspection checklist.

f. Routine and Annual Maintenance Plan and Schedules. Routine and annual maintenance plans, schedules, and procedures.

g. Capital Improvements. Procedures to identify on an annual basis capital improvement needs.

h. Emergency Action Plan. Hazard and health/safety risk assessment, preparedness plan, detection and monitoring, emergency communications, reporting, notification processes, and response-level decision matrix and checklists.

i. Recordkeeping. WSSC shall retain all incident, emergency response,

maintenance, inspection, and repair records for the Ditch, the Ditch road, and Ditch related infrastructure for a minimum of five years after the creation of each record. In addition to the general records noted above, records shall include:

- (1) List(s) of equipment in use;
- (2) Time, date, and location of any rock/debris slides;
- (3) Dates and descriptions of any emergency and substantial non-emergency work completed;
- (4) Dates and descriptions (including engineering plans) of any capital improvement projects;
- (5) Dates of completion of opening and closing of the Ditch; and
- (6) Dates of opening or closing of any headgates throughout the season.

j. Plan Updates. The Plan shall be reviewed annually and updated no less than once every 5 years.

18. Timeline.

a. First Draft. Within 180 Days of the Effective Date of the Consent Decree, WSSC shall complete an initial draft of the Plan and provide it to NPS for review and comment.

b. Review and Comment. NPS shall have 90 Days from its receipt of the first draft to review and provide feedback on the draft Plan.

c. Second Draft. WSSC shall address NPS's comments and provide a second draft of the Plan to NPS for review within 30 Days of receipt of NPS's comments on the

first draft.

d. Second Review. NPS shall have 30 Days from its receipt of the second draft to review and provide feedback on the revised Plan.

e. Final Draft. Within 30 Days of receipt of NPS's comments on the second draft, WSSC shall submit a final draft of the Plan to NPS for review.

f. Approval of Plan. Within 60 days of receiving the final draft, NPS will in writing: (a) approve the submission or (b) disapprove the submission and provide the express deficiencies in writing to WSSC detailing its reason for disapproval.

g. Modification of Deadlines. Any deadline specified in Paragraph 18 may be modified only if agreed to by both Parties in writing.

19. If the Plan is approved pursuant to Paragraph 18.f(a), WSSC shall take all actions required by the Plan in accordance with the schedules and requirements of the Plan as approved, and the Parties shall sign the Operations and Maintenance Agreement attached as Appendix A to this Decree.

20. If the Plan is disapproved pursuant to Paragraph 18.f(b), WSSC shall, within 30 Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the Plan, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved, WSSC shall proceed in accordance with the preceding Paragraph.

21. If the resubmitted Plan is disapproved, NPS or WSSC may elect to invoke Dispute Resolution as set forth in Section VIII by sending a Notice of Dispute in accordance with Paragraph 38 within 30 Days (or such other time as the Parties agree to in writing) after the disapproval.

VI. STIPULATED PENALTIES

22. Defendants shall be liable for stipulated penalties to the United States in the amount of \$2,000 per Day for each Day of noncompliance for failure to fulfill any obligation under Section IV (Payment by Defendants) and Section V, Paragraph 18.a, 18.c, and 18.e (Operations and Maintenance Plan Timeline) unless excused under Section VII (Force Majeure). Noncompliance includes failing to perform any obligation required by the terms of this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

23. Stipulated penalties shall begin to accrue on the Day after the performance is due and shall continue to accrue until performance is satisfactorily completed. Stipulated penalties shall accrue simultaneously for separate instances of noncompliance with this Consent Decree.

24. Defendants shall pay any stipulated penalty within 30 Days of receiving the United States' written demand, unless otherwise waived or reduced, pursuant to the terms of this Consent Decree.

25. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Decree.

26. Stipulated penalties shall continue to accrue as provided in Paragraph 23, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of DOI that is not appealed to the Court, Defendants shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of DOI's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendants shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

27. Defendants shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 7 and with the confirmation notices required by Paragraph 8, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

28. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

29. The payment of penalties and interest, if any, shall not alter in any way Defendants' obligation to complete the performance of the requirements of this Consent Decree.

30. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section IX (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to

seek any other relief it deems appropriate for Defendants' violation of this Decree or applicable law, including but not limited to an action for additional injunctive relief and/or contempt.

VII. FORCE MAJEURE

31. "Force majeure," for purposes of this Consent Decree, means any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendants' best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure, such that any delay or non-performance is, and any adverse effects of the delay or non-performance are, minimized to the greatest extent possible. "Force majeure" does not include financial inability to perform any obligation under this Consent Decree.

32. If any event occurs for which Defendants will or may claim a force majeure, Defendants shall provide notice by telephone or email to DOI. The deadline for the initial notice is 72 hours after Defendants first knew or should have known that the event would likely delay or prevent performance. Defendants shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Defendants knew or should have known.

33. If Defendants seek to assert a claim of force majeure concerning the event, within 7 Days after the notice under Paragraph 32, Defendants shall submit a further notice to DOI that includes (a) an explanation and description of the event and its effect on Defendants' completion

of the requirements of the Consent Decree; (b) a description and schedule of all actions taken or to be taken to prevent or minimize the delay and/or other adverse effects of the event; (c) if applicable, the proposed extension of time for Defendants to complete the requirements of the Consent Decree; (d) Defendants' rationale for attributing such delay to a force majeure; (e) a statement as to whether, in the opinion of Defendants, such event may cause or contribute to an endangerment to public health or welfare or the environment; and (f) all available proof supporting the claim that the delay was attributable to a force majeure.

34. Failure to submit a timely or complete notice or claim under Paragraph 32 or 33 regarding an event precludes Defendants from asserting any claim of force majeure regarding that event, provided, however, that DOI may, in its unreviewable discretion, excuse such failure if it is able to assess to its satisfaction whether the event is a force majeure, and whether Defendants have exercised their best efforts, under Paragraph 31.

35. After receipt of any claim of force majeure, DOI will notify Defendants of its determination whether Defendants are entitled to relief under Paragraph 31, and, if so, the excuse of, or the extension of time for, performance of the obligations affected by the force majeure. An excuse of, or extension of the time for performance of, the obligations affected by the force majeure does not, of itself, excuse or extend the time for performance of any other obligation.

36. If Defendants elect to invoke the dispute resolution procedures set forth in Section VIII (Dispute Resolution), they shall do so no later than 15 Days after receipt of DOI's notice. In any such proceeding, Defendants have the burden of proving that they are entitled to relief under Paragraph 31, that their proposed excuse or extension was or will be warranted under the circumstances, and that they complied with the requirements of Paragraphs 31-33. If

Defendants carry this burden, the delay or non-performance at issue shall be deemed not to be a violation by Defendants of the affected obligation of this Consent Decree identified to DOI and the Court.

VIII. DISPUTE RESOLUTION

37. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendants' failure to seek resolution of a dispute under this Section concerning an issue of which it had notice and an opportunity to dispute under this Section prior to an action by the United States to enforce any obligation of Defendants arising under this Decree precludes Defendants from raising any such issue as a defense to any such enforcement action.

38. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when one Party sends the other Parties a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, Defendant(s)¹ invoke formal dispute resolution procedures as set forth below.

¹ "Defendant(s)" as used in Section VIII refers to the one or more Defendants that invoke dispute

39. Formal Dispute Resolution. Defendant(s) shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending DOJ and DOI a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant(s)' position and any supporting documentation relied upon by Defendant(s).

40. The United States will send Defendant(s) its Statement of Position within 45 Days of receipt of the Statement of Position of Defendant(s). The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position is binding on Defendants unless Defendant(s) file a motion for judicial review of the dispute in accordance with the following Paragraph.

41. Judicial Dispute Resolution. Defendant(s) may seek judicial review of the dispute by filing with the Court and serving on the United States a motion requesting judicial resolution of the dispute. The motion (a) must be filed within 10 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph; (b) may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 38, unless the Plaintiffs raise a new issue of law or fact in the Statement of Position; (c) shall contain a written statement of the position of Defendant(s) on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and (d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

resolution pursuant to Paragraph 38.

42. The United States shall respond to Defendant(s)' motion within the time period allowed by the Local Rules of this Court. Defendant(s) may file a reply memorandum, to the extent permitted by the Local Rules.

43. Standard of Review.

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 39 pertaining to the adequacy or appropriateness of the Operations and Maintenance Plan requiring approval by NPS under this Consent Decree, and in all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant(s) shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 39, Defendant(s) shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

44. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 26. If

Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VI (Stipulated Penalties).

IX. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

45. This Consent Decree resolves the civil claims of the United States alleged in the Complaint filed in this action through the date of lodging.

46. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under SURPA or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 45.

47. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (*res judicata*), issue preclusion (*collateral estoppel*), claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 45.

48. Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, including all departments, agencies, administrations, employees, or agents thereof, related to the Incident, the Complaint, or this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement of the amounts paid to the United States pursuant to this Consent Decree;

b. any claims for costs, fees, or expenses, including attorney's fees, incurred in connection with this action, including claims under the Equal Access to Justice Act, 28 U.S.C. § 2412;

c. any claims under the Constitution of the United States; and

d. any claims for contribution, cost recovery, or equitable share relating to the Incident.

49. This Consent Decree does not limit or affect the rights of Defendants or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by law.

50. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

X. COSTS

51. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the payment required by Paragraph 7 or any stipulated penalties due but not paid by Defendants.

XI. NOTICES

52. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and sent by mail or email, with a preference for email, addressed as follows:

As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-1-1-08154/1

As to DOJ by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-1-1-08154/1

As to DOI by email (preferred): Kate.williams-shuck@sol.doi.gov

As to DOI by mail: Assistant Regional Solicitor, Parks and Wildlife
Rocky Mountain Regional Solicitor's Office
755 Parfet Street, Suite 151
Lakewood, CO 80215

As to NPS by email (preferred): Romo_superintendent@nps.gov

As to NPS by mail: Superintendent, Rocky Mountain National Park
1000 US Hwy. 36
Estes Park, CO 80517

As to NPS National Damage Assessment Office by email:
Karen_battle-sanborn@nps.gov

As to WSSC and Grand River Ditch by email (preferred):
ewestlind@wtrsupply.com;
keith@amenfarmingfeeding.com; and
brentbartlett@fischerbrownlaw.com

As to WSSC and Grand River Ditch by mail:
Water Supply and Storage Company
c/o General Manager
P.O. Box 2017
Fort Collins, CO 80522

53. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

54. Notices submitted pursuant to this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XII. EFFECTIVE DATE

55. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XIII. RETENTION OF JURISDICTION

56. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections VIII and XIV, or effectuating or enforcing compliance with the terms of this Decree.

XIV. MODIFICATION

57. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

58. Any disputes concerning modification of this Decree shall be resolved pursuant to Section VIII (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 43, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XV. TERMINATION

59. After Defendants have completed performance of their obligations required by Section IV (Payments by Defendants) and Section V (Operations and Maintenance Plan), and have paid any accrued stipulated penalties under Section VI (Stipulated Penalties), Defendants may serve upon the United States a Request for Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting documentation.

60. Following receipt by the United States of Defendants' Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants have satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation reciting the requirements of the Consent Decree have been met and requesting termination the Decree.

61. If the United States does not agree that the Decree may be terminated, Defendants may invoke Dispute Resolution under Section VIII. However, Defendants shall not seek Dispute Resolution of any dispute regarding termination until 90 Days after service of its Request for Termination.

XVI. PUBLIC PARTICIPATION

62. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agree not to

withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Decree.

XVII. SIGNATORIES/SERVICE

63. Each undersigned representative of Defendants and the delegate of the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice identified on the DOJ signature page below, certifies that that person is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party that person represents to this document.

64. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court.

XVIII. INTEGRATION

65. This Consent Decree, including deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements, and understandings, whether oral or written, concerning the subject matter of the subject matter of the Decree herein.

XIX. HEADINGS

66. Headings to the Sections and Subsections of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Consent Decree.

XX. FINAL JUDGMENT

67. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants.

XXI. APPENDICES

68. The following Appendices are attached to and part of this Consent Decree:
“Appendix A” is the Operations and Maintenance Agreement.

Dated and entered this ____ day of _____, 20__.

UNITED STATES DISTRICT JUDGE

Signature Page for *United States v. Water Supply and Storage Company, et al.*, Civil Action No. 1:23-cv-00533-CNS-TPO

FOR THE UNITED STATES OF AMERICA:

TODD KIM
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

12/05/2024
Dated

s/ Jeffrey K. Sands
JEFFREY K. SANDS
Deputy Section Chief
Environment and Natural Resources Division
U.S. Department of Justice

12/05/2024
Dated

s/ Emily L. DeVille
EMILY L. DEVILLE
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20044-7611
Telephone: (202) 514-2045
Email: Emily.DeVille@usdoj.gov

Signature Page for *United States v. Water Supply and Storage Company, et al.*, Civil Action No. 1:23-cv-00533-CNS-TPO

FOR WATER SUPPLY AND STORAGE
COMPANY and GRAND RIVER DITCH:

11/19/2024
Date

Keith W. Amen
KEITH AMEN
WSSC Board President

11/21/2024
Date

Scott Neckers
SCOTT NECKERS, ESQ.
Overturf McGath & Hull, P.C.

Appendix A

*United States v. Water Supply and Storage Company, in personam, and
Grand River Ditch, in rem (D. Colo.)*

**General Agreement for the Operations and Maintenance of the Grand River Ditch
Between the
United States Department of the Interior,
National Park Service,
Rocky Mountain National Park
And
Water Supply and Storage Company**

This General Agreement, also referred to as an Operations and Maintenance Agreement, (“Agreement”) is entered into by and between the National Park Service (“NPS”), an agency of the U.S. Department of the Interior (“DOI”), and the Water Supply and Storage Company (“WSSC”). Throughout this Agreement NPS and WSSC may be referred to jointly as the “Parties.”

The purpose of this Agreement is to set forth the terms and conditions under which WSSC operates and maintains the portion of the Grand River Ditch (“Ditch”), as further described in Article I below, including the associated Ditch Road and Ditch infrastructure, within Rocky Mountain National Park (“Park”), pursuant to this Agreement and the attached and incorporated by reference Operations and Maintenance Plan (“O&M Plan”).

Article I. Background

In or around 1894, WSSC began constructing a drainage ditch, which is now known as the Grand River Ditch, pursuant to the Act of March 3, 1891, §§ 18-21, 26 Stat. 1095 (codified as amended at 43 U.S.C. §§ 946-949) (“1891 Act”). The Ditch is a water diversion and transmission canal carved into the slopes of the Never Summer Range, approximately 1,000 feet above the Colorado River and Kawuneeche Valley. The Grand River Ditch includes two ditches, a north feeder (usually referred to as the Grand River Ditch or Grand Ditch) and a south feeder (usually referred to as the Specimen Ditch or the Specimen). The main canal of the Ditch is approximately fourteen miles long and is up to seventeen feet wide and five feet deep. It originates on the south side of Baker Gulch, about 0.6 miles outside the Park at an elevation of approximately 10,280 feet, cuts along the east side of the Never Summer Range within Park boundaries and terminates at La Poudre Pass at an elevation of approximately 10,175 feet. The Ditch captures snow melt and rainwater from the east side of the Never Summer Range and diverts it over the Continental Divide at La Poudre Pass to the Long Draw Reservoir, where it is further transported to water users along the Front Range and eastern plains of Colorado.

The DOI’s regulations for the 1891 Act rights-of-way required that: “Whenever a right of way is located upon a forest or timberland reserve, the applicant must . . . give bond to the Government of the United States . . . such bond stipulating that the markers thereof will pay to the United States ‘for any and all damage to the public lands, timber, natural curiosities, or other public property on such reservation, or upon the lands of the United States, by reason of such use and occupation of the reserve, regardless of the cause or circumstances under which such damage may occur.’” 34 Pub. Lands Dec. 212, 215-16 (Sept. 28, 1905).

On or around March 21, 1907, A.A. Edwards, President and duly authorized agent of WSSC, entered into a stipulation (“1907 Stipulation”) with the U.S. Forest Service regarding the Company’s Application for Right of Way through the Medicine Bow Forest Reserve for the “conduit” that would later be known as the Grand River Ditch. On June 28, 1907, C.S. Chapman, the Acting Forester for the Medicine Bow Forest Reserve, approved the 1907 Stipulation. NPS is a successor-in-interest of the U.S. Forest Service with regard to the 1907 Stipulation.

The 1907 Stipulation relates to the operation, maintenance, and other activities of the Ditch right-of-way and requires WSSC, in paragraph 6, “[t]o pay the United States for any and all damage sustained by reason of use and occupation of said forest reserve by the Company, its successors and assigns, regardless of the cause and circumstances under which such damage may occur.”

On July 12, 1907, the Acting Secretary of the Interior approved the map of the Ditch, as required by statute then in effect, to provide a right-of-way to WSSC for the Ditch. *See* Act of March 3, 1891, §§ 18-21, 26 Stat. 1095, 1101-02 (codified as amended at 43 U.S.C. §§ 946-949), repealed by the Federal Land Policy and Management Act of 1976, 90 Stat. 2743 (codified as amended at 43 U.S.C. §§ 1701-85).

In 1915, the Park was established. Act of January 26, 1915, 38 Stat. 798 (codified as amended at 16 U.S.C. §§ 191 *et seq.*). In 1930, portions of the Medicine Bow Forest Reserve, including the portions of the Never Summer Range through which most of the Ditch flows, were added to the Park. *See* Act of June 21, 1930, §1, 46 Stat. 791 (codified at 16 U.S.C. § 192b).

Article II. Statement of Authorities

The Parties enter into this Agreement pursuant to the following legal authorities:

- A. The NPS Organic Act at 54 U.S.C. §§ 100101 *et seq.*, which authorizes NPS to take actions in furtherance of the NPS mission.
- B. The Enabling Act of January 26, 1915, codified at 16 U.S.C. §§ 191 *et seq.*, which establishes the Park and authorizes management of the Park.
- C. 43 U.S.C. § 946, which granted a right of way through public lands and reservations of the United States to any canal ditch company, irrigation, or drainage district formed for the purpose of irrigation or drainage.
- D. The Omnibus Public Land Management Act of 2009, Pub. L. 111-11, §§ 1951-1956, 123 Stat. 992 (2009), specifically Subtitle N, Rocky Mountain National Park Wilderness, Colorado, which designated a wilderness area within the Park and excluded from the wilderness area the Ditch (including the main canal of the Ditch and the Specimen Ditch), the right-of-way for the Ditch, land 200 feet on each side of the center line of the Ditch, and any associated appurtenances, structures, buildings, camps, and work sites in

existence as of June 1, 1998. This Act also established criteria that, if met, would suspend the provisions of paragraph 6 of the 1907 Stipulation.

Article III. Responsibilities of the Parties

A. Park Resource Management.

1. This Agreement is limited to lands administered by NPS. This Agreement does not apply to lands outside the boundaries of the Park that are administered by the U.S. Department of Agriculture, Forest Service. This Agreement does not apply to sections of the Grand River Ditch that are outside the boundaries of the Park, nor does it apply to other ditches, canals, laterals, or facilities owned or operated by WSSC.
2. The Park's land and resources shall be managed in accordance with laws and regulations generally applicable to the Park, including the NPS Organic Act and the Enabling Act of January 26, 1915.
3. Park land outside of the right-of-way corridor must remain unimpaired consistent with NPS management policies in effect as of March 30, 2009, the date of enactment of the Omnibus Public Land Management Act of 2009.

B. Description and Map of the Ditch.

1. The Ditch is described in the Background section above. A map and detailed description of the Ditch are incorporated by reference into this Agreement and are found in Attachment 2. In the event new surveys or maps are available, the Parties may update the map by mutual agreement pursuant to Article VI, Section D (Modification).
2. The right-of-way corridor of the Ditch is as described in 43 U.S.C. § 946.
3. Any use of Park land outside the right-of-way corridor (as of March 30, 2009), shall be permitted only on a temporary basis, subject to such terms and conditions as NPS determines to be necessary.
 - a. Use of any Park land outside the right-of-way corridor must be requested through the NPS Special Use Permit process.

C. Work Schedules, Major Projects, Headgate Operations, and Road Closures. As used under Article III, Section D.5 (Notifications) and Section F (Annual Maintenance Plan and Schedule), these terms mean:

1. Work Schedules include, but are not limited to:
 - a. Estimated dates of opening and closing operations, including dates the Long Draw Road and the Ditch Road will be plowed, estimated dates Camp 3 will be occupied, and mobilization of large equipment including snow plows;
 - b. Grand Ditch operating dates, including when headgates are open and closed; and
 - c. Planned dates and duration of any Long Draw Road and Ditch Road full or partial closure(s) or traffic control.
2. Major Projects include, but are not limited to:
 - a. Mobilization of large equipment for infrastructure repair;
 - b. Staging of equipment and materials outside Camp 3, except for equipment used during routine operation and maintenance that does not impact Park resources or interfere with visitor access;
 - c. Stabilization, repairs, or rehabilitation of the Ditch Road, headgates, or canal, or slope stabilization above or below the Ditch, except for routine clearing of debris that does not impact Park resources or interfere with visitor access; and
 - d. Projects that have substantial impacts to the flow of water such as cessation of or increased flow of water in the tributaries that the Ditch intersects.
3. Headgate Operations include, but are not limited to:
 - a. Planned Headgate Operations include starting or increasing flows from the Ditch to the Colorado River Watershed, including the Colorado River and its tributaries, occurring during the operating season, at the end of the season, and/or when repair work is needed on a tributary headgate; and
 - b. Unplanned Headgate Operations that are needed to alleviate overflow and/or to prevent a breach.
4. Road Closures include, but are not limited to:
 - a. Long Draw Road full or partial closures and/or traffic control that affect Park visitor and/or staff access for more than one day;
 - b. Ditch Road full or partial closures and/or traffic control that disrupt Park visitor and/or staff access for more than four hours; and

- c. Ditch Road full or partial closures and/or traffic control that could interrupt emergency response and access for any duration.

D. Communications.

1. Contacts. Contact information for each Party is found in Attachment 1.

- a. Any Party may, by written notice to the other Party, change its designated contact or contact's information provided in Attachment 1. Each party shall give timely notice to the other as to any change in their respective communication contacts to facilitate timely communications between the Parties.

2. General Communication Procedures.

- a. Unless otherwise stated, all communications between the Parties required pursuant to this Agreement shall be in writing. Email correspondence is acceptable and preferred.
- b. Written communications required pursuant to this Agreement shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Agreement or by mutual agreement of the Parties in writing. An email is presumed to have been received on the day it is sent.
- c. For communications that are time-sensitive or require a response within seven days, the communication shall be by telephone. Within 48 hours after the telephone communication, the Party initiating the communication shall follow-up with a written communication.
- d. Except where otherwise specified in this Agreement, the Parties shall use the contact information identified in Attachment 1 listed under General Communication Contacts.

3. Emergency Communication Procedures.

- a. In the event of an emergency, WSSC, upon discovering the emergency, shall immediately contact 911.
 - i. WSSC may also contact the Park Dispatch Center directly at (970) 586-1203.
- b. Within 48 hours after 911 or the Park Dispatch Center is notified of an emergency by WSSC, WSSC shall follow-up with a written communication to NPS via the General Communication Procedures (Article III, Section D.2) detailing the emergency and the actions taken by WSSC.

- c. If NPS is aware of an emergency that may affect the operation of the Ditch, NPS shall notify WSSC's Emergency Communications contact(s) listed in Attachment 1 as soon as possible.
 - i. NPS may also provide WSSC's Emergency Communications contact(s) to incident command or other emergency responders.
 - d. Emergencies include, but are not limited to, incidents requiring a medical response, lost or missing persons, fatalities, any fire (structural or wildland), any violation of law or regulations, or any disturbance that compromises infrastructure, including breaches, failures, or any uncontrolled release of water.
4. Semi-Annual Meetings. The Parties shall have, at a minimum, two meetings every calendar year.
- a. WSSC management and NPS management and staff shall meet at a time and place mutually agreed upon to review and discuss WSSC operations, including but not limited to:
 - i. WSSC's Operations and Maintenance Plan (Article III, Section E);
 - ii. WSSC's Annual Maintenance Schedule and Plan (Article III, Section F), including the planned opening/closing and operating dates for the Ditch;
 - iii. WSSC's Annual and Periodic Inspection Schedule and Annual Inspection Report (Article III, Section G);
 - iv. WSSC's Annual Capital Improvement Plan (Article III, Section H);
 - v. Any planned or anticipated work that may cause a disruption to Park resources or visitor traffic; and
 - vi. Other business of mutual interest.
 - b. Unless otherwise agreed to in writing by the Parties, the semi-annual meetings shall occur between March 1 and April 10 before opening the Ditch for the season ("spring meeting") and in October or November after closing the Ditch for the season ("fall meeting").
 - c. WSSC shall contact NPS via email to schedule each semi-annual meeting at least thirty days in advance and shall include a proposed agenda.
 - d. By mutual agreement, the Parties may meet in the field at the Ditch annually while the Ditch is open and operational. Either Party may initiate scheduling this visit via email or during the Semi-Annual Meetings.

5. Notifications.

- a. Potential Disruptions Related to WSSC Activities. WSSC shall notify NPS of potential disruptions to Park resources or visitor traffic in the Ditch right-of-way at least seven days prior to performing any work or project that will affect NPS or visitor access, unless said notice is not feasible. If said notice is not feasible, WSSC shall notify NPS as soon as practicable via the General Communication Procedures (Article III, Section D.2) and shall include a brief explanation why seven days' advance notice was not feasible.
- b. Changes to Work Schedules, Major Projects, Headgate Operations, or Road Closures. WSSC shall notify NPS via the General Communication Procedures (Article III, Section D.2) at least 48 hours, unless said notice is not feasible, in advance (seven days preferred) of any changes to planned Work Schedules, Major Projects, Headgate Operations, or Road Closures. If WSSC needs to conduct any unplanned Major Projects, Headgate Operations, or Road Closures, WSSC shall notify NPS at least 48 hours in advance (seven days preferred), unless said notice is not feasible. If said notice is not feasible, WSSC shall notify NPS as soon as practicable via the General Communication Procedures and shall include a brief explanation why 48 hours' advance notice was not feasible.
- c. Urgent Headgate Operations. If WSSC needs to conduct any urgent headgate operations in order to alleviate overflow and/or prevent a breach, WSSC shall notify NPS via the Emergency Communication Procedures (Article III, Section D.3).
- d. Annual Spring Opening and Fall Closing/Winterizing.
 - i. WSSC shall notify NPS at least 48 hours before opening the Ditch for the season. Opening the Ditch for the season includes accessing the Park and beginning snow removal operations on the Ditch Road.
 - ii. WSSC shall notify NPS seven days in advance or as soon as a decision is made (whichever occurs first) as to the date(s) WSSC will conclude fall work, winterize buildings at Camp 3, and leave the Ditch for the winter.

E. Operations and Maintenance Plan.

1. As detailed in the Consent Decree in *United States v. Water Supply and Storage Co. et al.*, civil action number 1:23-cv-00533-CNS-TPO (D. Colo.) ("Consent Decree"), WSSC shall hire, at its own expense, a third-party independent consultant licensed as a professional engineer in the state of Colorado with discipline-specific qualifications to develop a comprehensive O&M Plan for the Ditch.

2. The O&M Plan shall apply, as applicable, the most current policies and guidelines of the National Levee Safety Program for operating and maintaining a levee and managing levee emergencies.
3. Once approved by NPS, the O&M Plan will be attached to and incorporated by reference into this Agreement as Attachment 4.
4. WSSC shall comply with the O&M Plan throughout the term of this Agreement.
5. NPS and WSSC shall review the O&M Plan annually.
 - a. If either Party proposes any modifications to the O&M Plan during the annual review, the Parties shall follow the modification process in Article VI, Section D.
 - b. The Party proposing modifications shall provide the other Party thirty days to review the proposed modification(s) of the O&M Plan.
 - c. If there are no proposed changes to the O&M Plan during the annual review, each Party shall notify the other Party when the annual review has been completed within seven days of the completion of the annual review.

F. Annual Maintenance Plan and Schedule.

1. On or before March 15 of each year (preferably at least thirty days before the spring meeting), WSSC shall submit an Annual Maintenance Plan and Schedule to NPS. At a minimum, the Annual Maintenance Plan and Schedule shall include the following:
 - a. A proposed schedule for meeting the requirements outlined in the O&M Plan;
 - b. Any changes to the early warning or flow monitoring systems;
 - c. Planned routine or preventative maintenance;
 - d. An updated equipment and vehicle list;
 - e. An updated personnel list;
 - f. An estimated date for the annual inspection of the Ditch that occurs pursuant to the O&M Plan; and
 - g. Annual planned Work Schedules, Major Projects, Headgate Operations, and Road Closures.

G. Inspections.

1. Annual Inspections. Pursuant to the requirements in the O&M Plan, WSSC shall hire, at its own expense, a professional engineer licensed in the State of Colorado with at least ten years of experience, including four years of combined experience working with open channel flow, hydraulics, and hydrology, and slope/embankment stability, to conduct a comprehensive annual inspection of the Ditch and prepare a written report identifying, at a minimum, any Ditch infrastructure deficiencies, recommended additional routine and annual maintenance, and recommended repairs, replacements, and/or improvements.
 - a. WSSC shall provide NPS with at least seven days' advance notice in writing of any upcoming inspections, except in exigent circumstances.
 - b. Inspection procedures shall apply, as applicable, the most current policies and guidelines of the National Levee Safety Program.
 - c. The professional engineer shall mail and email a signed and sealed copy (*i.e.*, stamped by the engineer) of the annual inspection report directly to NPS within thirty days of completion.
2. Periodic Inspections. WSSC shall conduct periodic inspections pursuant to the O&M Plan.
3. NPS may, at its own expense, inspect the Ditch, including associated infrastructure, with federal employees or retained consultants at any time.
 - a. NPS shall provide WSSC with at least seven days' advance notice in writing before any inspection, except in exigent circumstances.
 - b. NPS shall provide WSSC with a copy of final inspection report(s) within thirty days of receipt.
 - c. Any inspections NPS undertakes following an incident that causes injuries to Park resources or anything that is exempt from release under the Freedom of Information Act ("FOIA") is exempt from these requirements.
 - d. NPS Law Enforcement and Wilderness Ranger patrols are not considered inspections under this Paragraph.

- H. Capital Improvement Needs. WSSC shall develop an annual Capital Improvement Plan to address the capital improvement needs determined pursuant to the O&M Plan. WSSC shall provide a draft of the plan to NPS thirty days before the annual fall meeting. WSSC shall provide a final annual Capital Improvement Plan by December 31 of each year. The draft and final plan should include a list and description of any capital improvement

needs and the plans for proposed capital improvement projects. WSSC shall include detailed descriptions of the proposed capital improvement projects, timing, schedules, activities, and personnel involved.

- I. Recordkeeping. All records generated, developed, or maintained pursuant to the O&M Plan and Agreement shall be available upon request within fourteen days for NPS's inspection.

Article IV. Attachments

The following documents are attached to this Agreement:

Attachment 1 – NPS and WSSC Contact Information

Attachment 2 – Map and Description of the Grand River Ditch

Attachment 3 – 1907 Stipulation

Attachment 4 – Operations and Maintenance Plan for the Grand River Ditch

Article V. Approving and Key Officials

- A. Approving Officials are:

For the NPS:

Kate Hammond, Regional Director
National Park Service
Interior Regions 6, 7, & 8

For WSSC:

WSSC Board President
Water Supply & Storage Co
PO Box 2017
Fort Collins, CO 80522-2017

- B. Key officials are essential to ensure maximum coordination and communication between the Parties. Key Officials are listed in Attachment 1, under General Communication Contacts.

Article VI. Term of Agreement, Modification, Dispute Resolution, and Termination

- A. Effective Date. This Agreement shall be effective upon signature by the Parties, which will occur following NPS's approval of WSSC's final O&M Plan.

- B. Term. Unless terminated by the Parties in accordance with the paragraphs below, the Agreement will continue in full force and effect for a period of five years after signature by the Parties. If the Agreement is not extended or renewed, it will automatically expire after five years.
- C. Renewal of Agreement and O&M Plan. The Parties intend to renew this Agreement after the initial five-year period. The Parties understand that modifications may need to be made to the Agreement and/or the O&M Plan during the renewal process. The Parties agree to begin discussions of renewal at least six months before expiration of this Agreement. The Parties intend to follow a process similar to what is outlined in the Consent Decree, Section V (Operations and Maintenance Plan), Paragraph 18 (Timeline), to review and update the Agreement and/or Plan.
- D. Modification. This Agreement and incorporated O&M Plan may be modified only by a written instrument executed by the Parties' signatories or their authorized representative. The Parties agree to negotiate in good faith if either party proposes a modification to the Agreement or incorporated O&M Plan. If the Parties cannot come to agreement on the proposed modification(s), they will enter dispute resolution, leave the Agreement and O&M Plan without modification, or terminate the Agreement.
- E. Dispute Resolution. The Parties agree that in the event of a dispute between them, they will promptly use their best efforts to resolve the dispute informally through communication and consultation. If any Party reasonably believes that another Party has breached its obligations under this Agreement, the alleging Party must provide the other Party written notice of such alleged breach and, if applicable, its intent to terminate this Agreement. The Party receiving the notice will have thirty days ("Cure Period") after receipt of the notice to cure such alleged breach. The Cure Period may be extended by mutual agreement of the Parties. If the alleged breach is not cured within the Cure Period, then the alleging Party may immediately terminate this Agreement by providing the other Party written notice of the termination.
- F. Termination. Any party may terminate this Agreement by providing thirty days' advance written notice of the intent to terminate, provided that the Parties first engage in informal attempts to resolve any disputes between them as described above.

Article VII. Liability

- A. Strict Liability under the 1907 Stipulation. During the period in which WSSC operates and maintains the portion of the Ditch in the Park in compliance with the terms of this Agreement and the attached and incorporated by reference O&M Plan, the provisions of paragraph 6 of the 1907 Stipulation will be suspended and shall not be enforceable against WSSC by NPS. If this Agreement is terminated or expires, the provisions of paragraph 6 of the 1907 Stipulation shall remain in full force and effect.

- B. Liability. Nothing in this Agreement or the O&M Plan, or NPS's approval thereof, shall be construed to absolve or reduce WSSC's liability for any damages to System Unit Resources within the Park under the System Unit Resource Protection Act, 54 U.S.C. §§ 100721 *et seq.*
1. WSSC will cooperate with NPS in the investigation and defense of any claims by a third party that may be filed against NPS arising out of the activities of WSSC or its employees, agents, representatives, contractors, or subcontractors relating to this Agreement.

Article VIII. Standard Clauses

- A. Non-Discrimination. All activities pursuant to or in association with this Agreement will be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations. Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement will be construed to obligate the government to any current or future expenditure of funds in excess or advance of the availability of appropriations from Congress, nor does this Agreement obligate the government to spend funds on any particular project or purpose, even if funds are available.
- C. Compliance with Applicable Law. This Agreement and the Parties' performance of their responsibilities under it are subject to all applicable laws, regulations, and government policies whether now in force or hereafter enacted or promulgated. Nothing in this Agreement will be construed as in any way limiting NPS's general powers to supervise, regulate, and control its property under applicable laws, regulations, and management policies.
- D. Release of Information. WSSC will obtain prior written approval through the NPS Key Official for any public information releases that refer to this Agreement. The specific text, layout, photographs, etc., of the proposed release will be submitted with the request for approval.
- E. Assignment. WSSC may not assign this Agreement, or any part of it, to another party without NPS's prior written approval.
- F. No Agency. Neither Party to this Agreement is an agent or representative of the other, and neither will represent itself as such to third parties.
- G. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and

all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

H. Partial Invalidity. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Article IX. Authorizing Signatures

In witness hereof, the Parties' authorized representatives have signed this Agreement on the date(s) indicated below, thereby executing it.

For NPS:

Kate Hammond
Regional Director
National Park Service
Interior Regions 6, 7, & 8

Date

For WSSC:

Keith W. Amen
President
Water Supply and Storage Company

Date

Attachment 1 – NPS and WSSC Contact Information

I. For NPS:

General Communication Contacts:

Superintendent
Rocky Mountain National Park
1000 U.S. Highway 36
Estes Park, CO 80517
Email (preferred): romo_superintendent@nps.gov and romo_planning@nps.gov
Park Dispatch Non-Emergency Phone: (970) 586-1204

Emergency Communication Contacts:

Park Dispatch
Rocky Mountain National Park
Phone: 911
Direct dial emergency phone: (970) 586-1203

II. For WSSC:

Water Supply & Storage Company
PO Box 2017
Fort Collins, CO 80522-2017
Phone: (970) 482-3433
Email: ewestlind@wtrsupply.com

Attachment 2 – Map and Description of the Grand River Ditch

THE GRAND RIVER DITCH

GRAND CO. COLORADO
Water Division No. 5. District No. 51.
Magnetic Variation 15°30'E. Courses True.

Statement of Claim to Water Right

State of Colorado } ss
County of Larimer }

The undersigned "THE WATER SUPPLY AND STORAGE COMPANY" owner of the following described ditch, in compliance with the requirements of Chapter 126 of the Session Laws of 1903, does hereby make this statement for filing in the proper offices, without waiving any of its rights heretofore acquired.

The attached map, showing the location of said ditch as changed, enlarged and extended, since the filing of previous statement, is hereby made a part of this statement.

The owner of the said ditch is The Water Supply and Storage Co. whose post office address is Fort Collins, Colo. The said ditch is located entirely upon public land.

The Headgates are located as follows; in the NW 1/4 of SW 1/4 of Sec. 27 T.5 N. R.76 W., at a point whence the W 1/4 Cor. of that Section bears N 5° 49' W. 425.6 ft.; in the S. E. 1/4 of the N. E. 1/4 of Sec. 26 T.5 N. R.76 W. at a point whence the E 1/4 Cor. of that Section bears S 21° 05' E. 420.9 ft.;

in the SW 1/4 of the NW 1/4 of Sec. 27, T.5 N. R.76 W., at a point whence the W 1/4 Cor. of that section bears S 29° 43' W. 923.3 ft.;

in the N. E. 1/4 of the NW 1/4 of Section 24 T.5 N. R.76 W. at a point whence the W 1/4 Cor. of that Section bears N 42° 44' E. 1547.5 ft.

in the N. E. 1/4 of the NW 1/4 of Sec. 13 T.5 N. R.76 W. at a point whence the NW 1/4 Cor. of that Section bears N 85° 02' E. 1227.7 ft.;

in the S. E. 1/4 of the SW 1/4 of Section 12 T.5 N. R.76 W. at a point whence the S 1/4 Cor. of that Section bears S 36° 38' E. 1142.9 ft.;

in the S. E. 1/4 of the N. E. 1/4 of Section 12 T.5 N. R.76 W. at a point whence the N. E. Cor. of that Section bears N 37° 34' E. 1875 ft.

in the SW 1/4 of the N. E. 1/4 of Sec. 11 T.5 N. R.76 W. at a point whence the N. E. Cor. of that Section bears N 47° 10' E. 325.0 ft.;

in the S. E. 1/4 of the S. E. 1/4 of Sec. 36 T.6 N. R.76 W. at a point whence the S. E. Cor. of that Section bears S 68° 09' E. 1025.5 ft.

in the NW 1/4 of the S. E. 1/4 of Sec. 25 T.6 N. R.76 W. at a point whence the E 1/4 Cor. of that Section bears N 77° 42' E. 1783 ft.

in the S. E. 1/4 of the N. E. 1/4 of Sec. 25 T.6 N. R.76 W. at a point whence the E 1/4 Cor. of that Section bears S 36° 38' E. 884 ft.;

in the NW 1/4 of S. E. 1/4 of Sec. 20 T.6 N. R.75 W. at a point whence the N. E. Cor. of that Section bears N 37° 25' E. 3615 ft.;

in the S. E. 1/4 of the S. W. 1/4 of Sec. 29 T.6 N. R.75 W. at a point whence the NW Cor. of that Section bears N 52° 21' W. 5039 ft.

From Baker's Gulch to Opposition Creek the ditch is to be 3.5 ft. wide at the top 6 ft. wide at the bottom, 3.5 ft. deep and 428 miles long. It is to have a grade of 10.56 ft. per mile and carry 2.5 ft. of water in depth. Carrying Capacity 62.28 Cu. Ft. per second.

From Opposition Creek to Mosquito Creek 10 ft. at the top, 6 ft. at the bottom, 4 ft. deep and 172 miles long. It is to have a grade of 10.56 ft. per mile and carry 3.5 ft. of water in depth. Capacity 87 Cu. Ft. per second.

From Mosquito Creek to Roaring Creek 10.5 ft. at the top, 6 ft. at the bottom, 4.5 ft. deep and 144 miles long. It is to have a grade of 10.56 ft. per mile and carry 3.5 ft. of water in depth. Capacity 112.24 Cu. Ft. per second.

From Roaring Creek to Dutch Town Creek, 11 ft. at the top, 6 ft. at the bottom, 5 ft. deep and 125 miles long. It is to have a grade of 10.56 ft. per mile and carry 4 ft. of water in depth. Capacity 135.11 cu. ft. per second.

From Dutch Town Creek to Sawmill Creek, 14 ft. at the top 8 ft. at the bottom 6 ft. deep and 256 miles long. It is to have a grade of 7.92 ft. per mile and carry 5 ft. of water in depth. Capacity 234.36 Cu. Ft. per second.

From Sawmill Creek to Lulu Creek 16 ft. at the top, 10 ft. at the bottom, 6 ft. deep, and 446 miles long. It is to have a grade of 7.92 ft. per mile, and carry 5 ft. in depth of water. Capacity 295.30 Cu. Ft. per second.

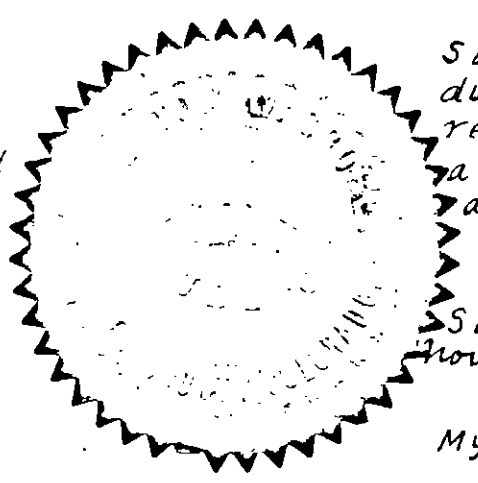
From Lulu Creek to the end of the ditch, 18 ft. at the top, 12 ft. at the bottom, 6 ft. deep, and 342 miles long. It is to have a grade 7.92 ft. per mile and carry 5 ft. in depth of water. Capacity 352.6 Cu. Ft. per second.

The south feeder is to be 12 ft. wide at the top, 6 ft. wide at the bottom, 3 ft. deep and 172 miles long. Capacity 172 Cu. Ft. per second. Grade 2.64 ft. per mile.

Total length of ditch including the south feeder 1685 miles.
Carrying capacities computed by Kutter's Formula $n = .025$. Claim is hereby made for the amount of water given above.
Estimated cost \$200,000.00 (Grand River Ditch 352.6 Cu. Ft. p.s. South Feeder " 172 " " p.s. Total from all of above " 3246 " " p.s.)
Work was commenced August 17th, 1904.

From the end of the ditch the water is permitted to flow into one of the tributaries of the Cache La Poudre River, and from thence to the headgate of the Larimer Co. Ditch, as described in the decreal order of Water District No. 3, wherein will be diverted and carried to the farms of claimant's stockholders to be used in the irrigation of about 4000 acres of land situated in Larimer and Weld Counties, and when not needed for irrigation to be stored in the several reservoirs of the claimant.

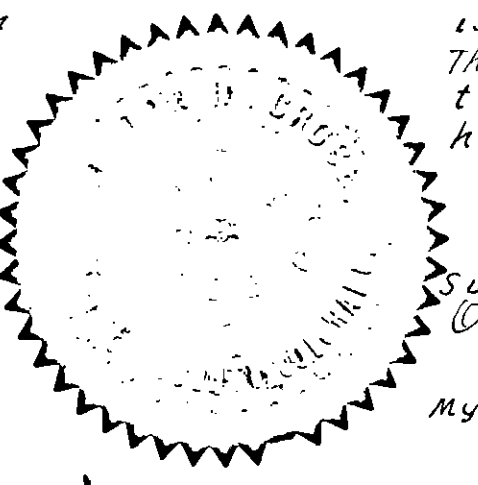
State of Colorado } ss
County of Larimer }



A.A. Edwards, President of The Water Supply and Storage Company, Claimant, being duly sworn, on his oath deposes and says that he has read the above statement and examined the attached plat and that the matters therein set forth are true of his own knowledge.

Subscribed and sworn to before me this 11th day of November A.D. 1904.
My commission expires July 2nd A.D. 1906.
Notary Public.

State of Colorado } ss
County of Larimer }



J.J. Argo being duly sworn on his oath deposes and says that he is the engineer of the Grand River Ditch, that the survey of the same was made by him and the map thereof was made under his directions, and that said survey is accurately represented upon this map; that he has read the statement therein and that the matters herein set forth are true of his own knowledge.

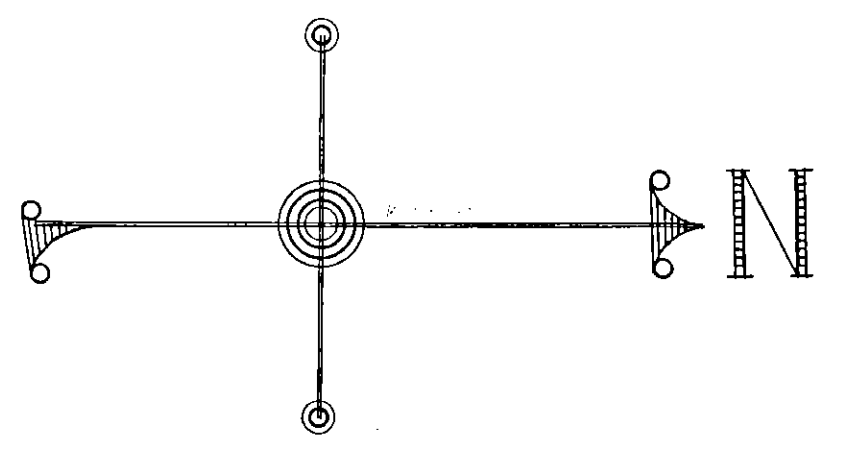
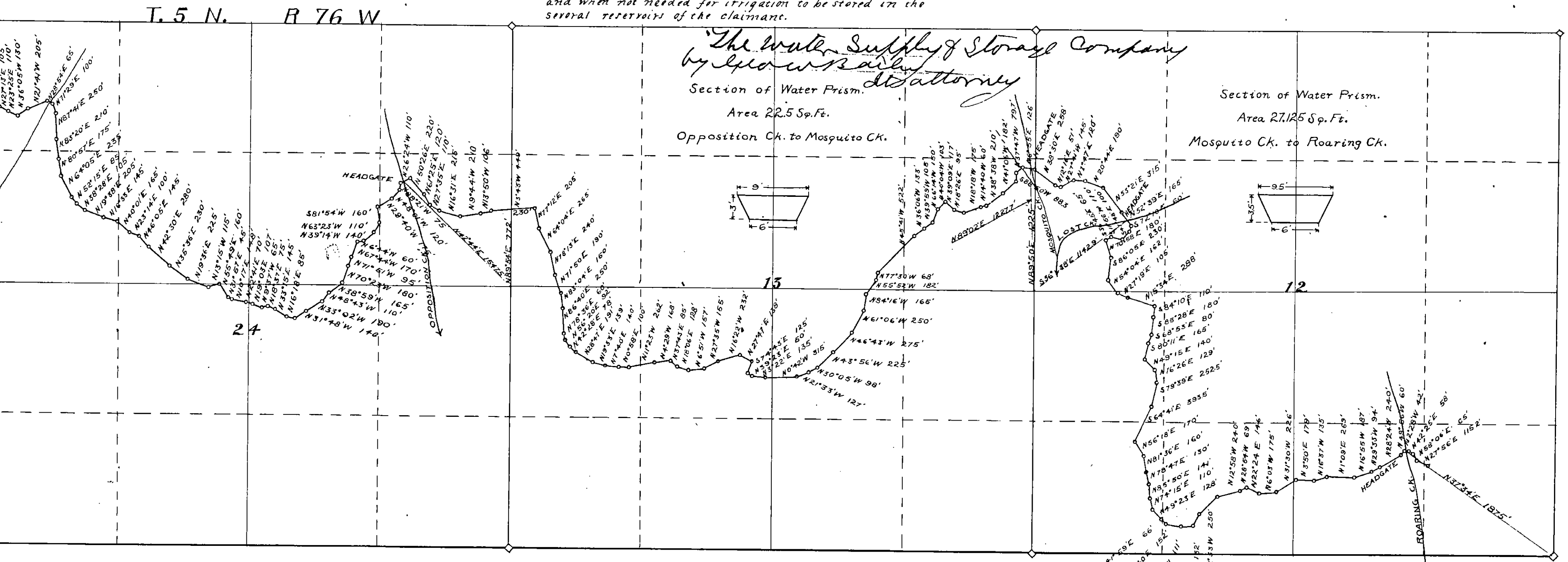
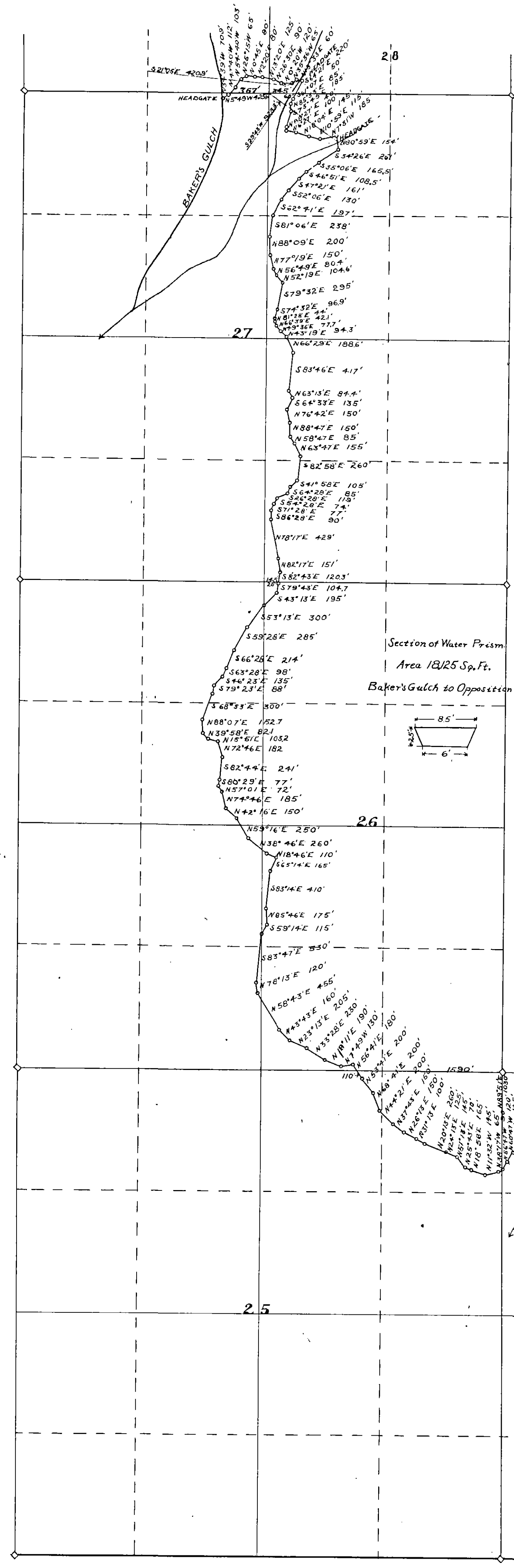
Subscribed and sworn to before me this 21st day of October A.D. 1904.
My Commission Expires July 2nd A.D. 1906.
Notary Public.

State of Colorado } ss
City and County of Denver }

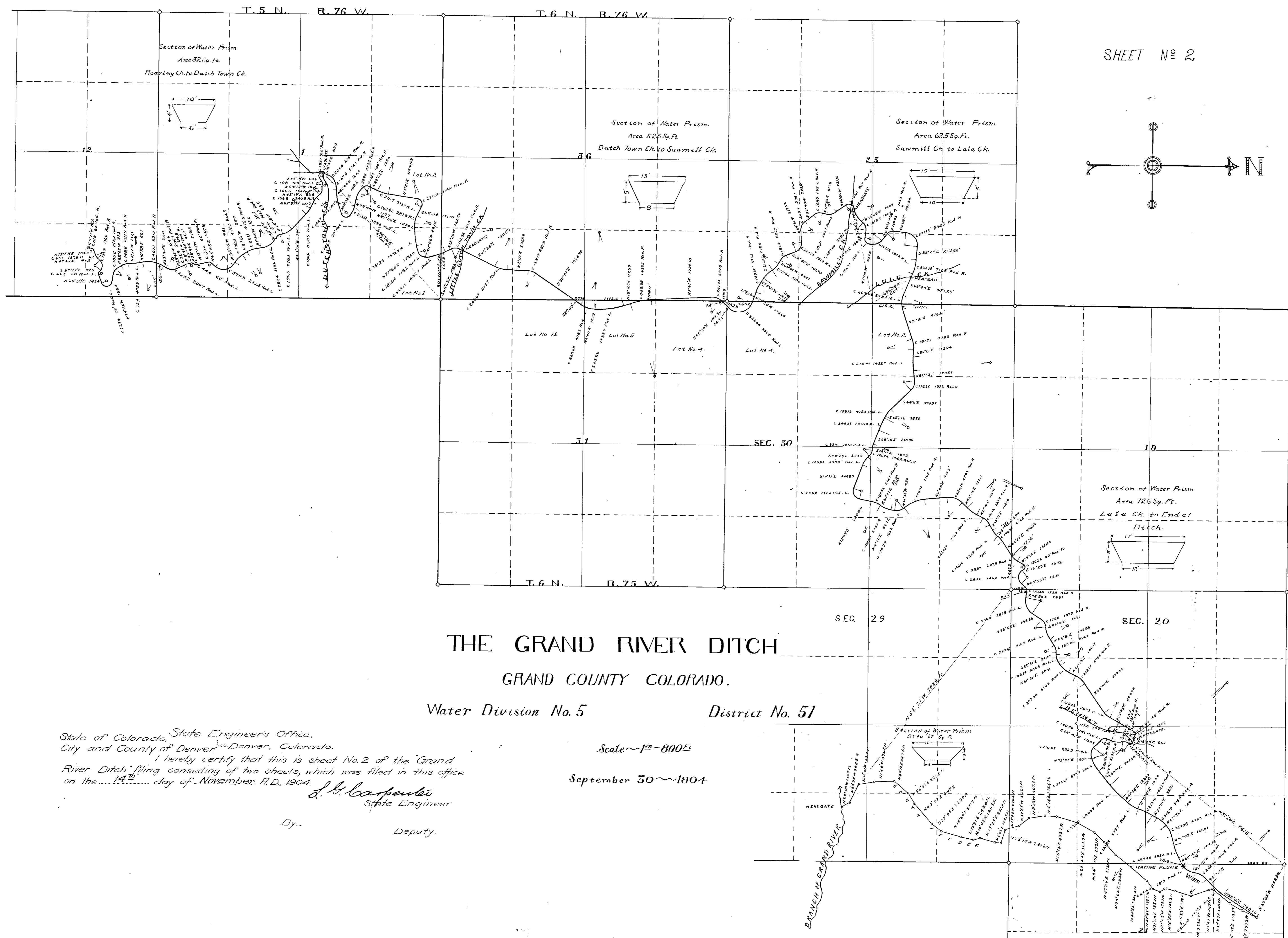
STATE ENGINEERS OFFICE
Denver Colorado

I hereby certify that this map and statement consisting of two sheets identified and designated as sheet No. 1 and sheet No. 2 respectively has been examined, and approved by me, as agreeing with the statutes of the State of Colorado, and the regulations of this office, and was accepted for filing on the 14th day of November, 11, 1904.

L. G. Carpenter
State Engineer



Scale - 1" = 800'
September 30 - 1904.



SHEET No 2

THE GRAND RIVER DITCH
 GRAND COUNTY COLORADO.

Water Division No. 5

District No. 51

State of Colorado, State Engineer's Office,
 City and County of Denver, Colorado.

I hereby certify that this is sheet No. 2 of the Grand River Ditch filing consisting of two sheets, which was filed in this office on the 14th day of November A.D., 1904.

J. H. Carpenter
 State Engineer

By: _____ Deputy.

Scale ~ 1" = 800'

September 30 ~ 1904

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Field Notes
of the Survey of the
Grand River Ditch
Owned by the Water Supply and Storage Co.,
of Fort Collins, Colo.

Located in Sections 1, 12, 13, 24, 25, 26, 27 and 28,
T. 5 N., R. 76 W. Sections 25 and 36 T. 6 N., R. 76 W. and
Sections 19, 20, 21, 29, 30 and 31 T. 6 N., R. 75 W. of the
6th P. M.

Survey made July 10th to Sep. 28th, 1904 by J. J. Argo,
Engineer.

Address of Owner,
Fort Collins, Colo.

--1--

Beginning at Station No. 1, on the South Branch of
Bakers Gulch; whence the W. 1/4 Cor. Sec. 27 T. 5 N. R. 76 West of
the 6th Principal Meridian bears N. 5° 49' W. 425.6 ft.

Thence N. 34° 39' W. 70.9 ft. to Station No. 2.

Thence N. 47° 40' W. 12.0 ft. to intersect, with the West boundary
line of Sec. 27 at S. 367 ft. from the W. 1/4 Cor. Sec. 27.

Thence N. 47° 40' W. 100 ft. to Station No. 3

Thence N. 54° 40' W. 103 ft. to Station No. 4

Thence N. 25° 15' W. 65 ft. to Station No. 5

Thence N. 0° 45' E. 90 ft. to Station No. 6

Thence N. 2° 20' E. 80 ft. to Station No. 7

Thence N. 13° 20' E. 125 ft. to Station No. 8

Thence N. 26° 30' E. 90 ft. to Station No. 9

Thence N. 0° 20' W. 120 ft. to Station No. 10

Thence N. 35° 36' W. 65 ft. to Station No. 11

Thence N. 15° 33' E. 40 ft. to a point on the Middle Fork of
Bakers Gulch whence the W. 1/4 Cor. Sec. 27 T. 5 N. R. 76 West of
the 6th P. M. bears S. 21° 05' E. 420.9 ft.

Thence N. 15° 33' E. 20 ft. to Station No. 12

Thence S. 64° 27' E. 155 ft. to intersection with the West line
of Sec. 27 at North 345 ft. from the W. 1/4 Cor.

Thence S. 64° 27' E. 65 ft. to Station No. 13

Thence S. 61° 07' E. 50 ft. to Station No. 14

Thence N. 85° 33' E. 85 ft. to Station No. 15

Thence S. 73° 45' E. 125 ft. to Station No. 16

Thence N. 88° 27' E. 40 ft. to Station No. 17

--2--

Thence N. $60^{\circ} 27'$ E. 100 ft. to Station No. 18
Thence N. $18^{\circ} 04'$ E. 145 ft. to Station No. 19
Thence N. $10^{\circ} 59'$ E. 115 ft. to Station No. 20
Thence N. $7^{\circ} 31'$ W. 185 ft. to Station No. 21, on the North Branch
of Bakers Gulch whence the N. $1/4$ Cor. Sec. 27 T. 5 N. R. 76 W. of the
6th P. M. bears S. $29^{\circ} 43'$ W. 923.3 ft.

Thence N. $80^{\circ} 59'$ E. 154 ft. to Station No. 22
Thence S. $34^{\circ} 26'$ E. 261 ft. to Station No. 23
Thence S. $35^{\circ} 06'$ E. 165.5 ft. to Station No. 24
Thence S. $46^{\circ} 51'$ E. 108.5 ft. to Station No. 25
Thence S. $47^{\circ} 21'$ E. 161 ft. to Station No. 26
Thence S. $52^{\circ} 06'$ E. 130 ft. to Station No. 27
Thence S. $62^{\circ} 41'$ E. 197 ft. to Station No. 28
Thence S. $81^{\circ} 06'$ E. 238 ft. to Station No. 29
Thence N. $80^{\circ} 09'$ E. 200 ft. to Station No. 30
Thence N. $77^{\circ} 19'$ E. 150 ft. to Station No. 31
Thence N. $56^{\circ} 49'$ E. 80.4 ft. to Station No. 32
Thence N. $52^{\circ} 19'$ E. 104.6 ft. to Station No. 33
Thence S. $79^{\circ} 32'$ E. 295 ft. to Station No. 34
Thence S. $74^{\circ} 32'$ E. 96.9 ft. to Station No. 35
Thence S. $81^{\circ} 28'$ E. 44 ft. to Station No. 36
Thence N. $66^{\circ} 39'$ E. 42.1 ft. to Station No. 37
Thence N. $49^{\circ} 36'$ E. 77.7 ft. to Station No. 38
Thence N. $43^{\circ} 19'$ E. 94.3 ft. to Station No. 39
Thence N. $66^{\circ} 29'$ E. 152.6 ft. to Station No. 40
Thence S. $83^{\circ} 46'$ E. 417 ft. to Station No. 41

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Thence N. $63^{\circ} 13'$ E. 81.4 ft. to Station No. 42
 Thence S. $61^{\circ} 33'$ E. 135 ft. to Station No. 43
 Thence N. $76^{\circ} 42'$ E. 150 ft. to Station No. 44
 Thence N. $88^{\circ} 47'$ E. 150 ft. to Station No. 45
 Thence N. $58^{\circ} 47'$ E. 85 ft. to Station No. 46
 Thence N. $63^{\circ} 47'$ E. 155 ft. to Station No. 47
 Thence S. $82^{\circ} 58'$ E. 260 ft. to Station No. 48
 Thence S. $41^{\circ} 58'$ E. 105 ft. to Station No. 49
 Thence S. $64^{\circ} 28'$ E. 85 ft. to Station No. 50
 Thence S. $26^{\circ} 28'$ E. 119 ft. to Station No. 51
 Thence S. $54^{\circ} 28'$ E. 74 ft. to Station No. 52
 Thence S. $71^{\circ} 28'$ E. 77 ft. to Station No. 53
 Thence S. $86^{\circ} 28'$ E. 90 ft. to Station No. 54
 Thence N. $78^{\circ} 17'$ E. 429 ft. to Station No. 55
 Thence S. $82^{\circ} 17'$ E. 151 ft. to Station No. 56
 Thence S. $82^{\circ} 43'$ E. 95.3 ft. to intersection with the East
 line of Sec. 27, at North 145 ft. from the E. $1/4$ Cor.
 Thence S. $82^{\circ} 43'$ E. 25 ft. to Station No. 57
 Thence S. $79^{\circ} 43'$ E. 104.7 ft. to Station No. 58
 Thence S. $43^{\circ} 13'$ E. 195 ft. to Station No. 59
 Thence S. $33^{\circ} 13'$ E. 300 ft. to Station No. 60
 Thence S. $99^{\circ} 28'$ E. 285 ft. to Station No. 61
 Thence S. $66^{\circ} 28'$ E. 214 ft. to Station No. 62
 Thence S. $63^{\circ} 28'$ E. 98 ft. to Station No. 63
 Thence S. $46^{\circ} 23'$ E. 135 ft. to Station No. 64
 Thence S. $79^{\circ} 23'$ E. 88 ft. to Station No. 65

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Thence S. $68^{\circ} 53'$ E. 300 ft. to Station No. 66
Thence N. $88^{\circ} 07'$ E. 152.7 ft. to Station No. 67
Thence N. $39^{\circ} 58'$ E. 82.1 ft. to Station No. 68
Thence N. $15^{\circ} 51'$ E. 103.2 ft. to Station No. 69
Thence N. $72^{\circ} 46'$ E. 182 ft. to Station No. 70
Thence S. $82^{\circ} 44'$ E. 241 ft. to Station No. 71
Thence S. $80^{\circ} 29'$ E. 77 ft. to Station No. 72
Thence N. $57^{\circ} 01'$ E. 72 ft. to Station No. 73
Thence N. $74^{\circ} 46'$ E. 185 ft. to Station No. 74
Thence N. $42^{\circ} 16'$ E. 150 ft. to Station No. 75
Thence N. $59^{\circ} 16'$ E. 250 ft. to Station No. 76
Thence N. $38^{\circ} 46'$ E. 260 ft. to Station No. 77
Thence N. $18^{\circ} 46'$ E. 110 ft. to Station No. 78
Thence S. $65^{\circ} 14'$ E. 165 ft. to Station No. 79
Thence S. $83^{\circ} 14'$ E. 410 ft. to Station No. 80
Thence N. $85^{\circ} 46'$ E. 175 ft. to Station No. 81
Thence S. $59^{\circ} 14'$ E. 114 ft. to Station No. 82
Thence S. $83^{\circ} 47'$ E. 530 ft. to Station No. 83
Thence N. $78^{\circ} 13'$ E. 120 ft. to Station No. 84
Thence N. $58^{\circ} 43'$ E. 455 ft. to Station No. 85
Thence N. $43^{\circ} 43'$ E. 160 ft. to Station No. 86
Thence N. $23^{\circ} 13'$ E. 205 ft. to Station No. 87
Thence N. $33^{\circ} 28'$ E. 230 ft. to Station No. 88
Thence N. $19^{\circ} 11'$ E. 190 ft. to Station No. 89
Thence N. $7^{\circ} 49'$ W. 130 ft. to Station No. 90

--5--

Thence N. $56^{\circ} 41'$ E. 70 ft. to intersection with the
East boundary line of Sec. 26 at South 1590 ft. from the N. E.
Cor. Sec. 26

Thence N. $56^{\circ} 41'$ E. 110 ft. to Station No. 91

Thence N. $53^{\circ} 41'$ E. 200 ft. to Station No. 92

Thence N. $68^{\circ} 41'$ E. 200 ft. to Station No. 93

Thence N. $44^{\circ} 21'$ E. 200 ft. to Station No. 94

Thence N. $37^{\circ} 43'$ E. 150 ft. to Station No. 95

Thence N. $26^{\circ} 13'$ E. 150 ft. to Station No. 96

Thence N. $31^{\circ} 13'$ E. 100 ft. to Station No. 97

Thence N. $20^{\circ} 13'$ E. 260 ft. to Station No. 98

Thence N. $24^{\circ} 13'$ E. 125 ft. to Station No. 99

Thence N. $51^{\circ} 13'$ E. 145 ft. to Station No. 100

Thence N. $25^{\circ} 43'$ E. 70 ft. to Station No. 101

Thence N. $18^{\circ} 58'$ E. 165 ft. to Station No. 102

Thence N. $11^{\circ} 32'$ W. 145 ft. to Station No. 103

Thence N. $38^{\circ} 17'$ W. 65 ft. to Station No. 104

Thence N. $56^{\circ} 47'$ W. 25 ft. to intersection with

North boundary line of Sec. 25 T. 5 N. R. 76 W. at N. $89^{\circ} 51'$ E.
1030 ft. the N. W. Cor. Sec. 25.

Thence N. $56^{\circ} 47'$ W. 65 ft. to Station No. 105

Thence N. $60^{\circ} 47'$ W. 120 ft. to Station No. 106

Thence N. $27^{\circ} 13'$ E. 105 ft. to Station No. 107

Thence N. $23^{\circ} 23'$ E. 110 ft. to Station No. 108

Thence N. $36^{\circ} 05'$ W. 130 ft. to Station No. 109

Thence N. $21^{\circ} 41'$ W. 205 ft. to Station No. 110

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Thence N.	28° 54' E.	65	ft. to Station No. 111
Thence N.	71° 29' E.	100	ft. to Station No. 112
Thence N.	87° 41' E.	250	ft. to Station No. 113
Thence N.	83° 29' E.	210	ft. to Station No. 114
Thence N.	80° 57' E.	175	ft. to Station No. 115
Thence N.	64° 05' E.	235	ft. to Station No. 116
Thence N.	52° 15' E.	85	ft. to Station No. 117
Thence N.	38° 28' E.	105	ft. to Station No. 118
Thence N.	19° 38' E.	205	ft. to Station No. 119
Thence N.	16° 33' E.	145	ft. to Station No. 120
Thence N.	40° 01' E.	165	ft. to Station No. 121
Thence N.	23° 14' E.	100	ft. to Station No. 122
Thence N.	46° 05' E.	145	ft. to Station No. 123
Thence N.	42° 30' E.	280	ft. to Station No. 124
Thence N.	35° 36' E.	230	ft. to Station No. 125
Thence N.	19° 36' E.	225	ft. to Station No. 126
Thence N.	13° 15' E.	115	ft. to Station No. 127
Thence N.	55° 49' E.	160	ft. to Station No. 128
Thence N.	31° 57' E.	45	ft. to Station No. 129
Thence N.	10° 17' E.	140	ft. to Station No. 130
Thence N.	22° 41' E.	70	ft. to Station No. 131
Thence N.	19° 03' E.	107	ft. to Station No. 132
Thence N.	9° 37' W.	65	ft. to Station No. 133
Thence N.	18° 37' E.	75	ft. to Station No. 134
Thence N.	33° 15' E.	145	ft. to Station No. 135
Thence N.	16° 18' E.	85	ft. to Station No. 136

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Thence N. $31^{\circ} 48'$ W. 140 ft. to Station No. 137
 Thence N. $33^{\circ} 02'$ W. 190 ft. to Station No. 138
 Thence N. $48^{\circ} 43'$ W. 110 ft. to Station No. 139
 Thence N. $38^{\circ} 59'$ W. 165 ft. to Station No. 140
 Thence N. $70^{\circ} 23'$ W. 180 ft. to Station No. 141
 Thence N. $71^{\circ} 51'$ W. 95 ft. to Station No. 142
 Thence N. $67^{\circ} 44'$ W. 170 ft. to Station No. 143
 Thence N. $6^{\circ} 44'$ W. 60 ft. to Station No. 144
 Thence N. $39^{\circ} 14'$ W. 140 ft. to Station No. 145
 Thence N. $63^{\circ} 23'$ W. 110 ft. to Station No. 146
 Thence S. $81^{\circ} 54'$ W. 160 ft. to Station No. 147
 Thence N. $89^{\circ} 40'$ W. 175 ft. to Station No. 148
 Thence N. $48^{\circ} 01'$ W. 120 ft. to Station No. 149
 Thence N. $88^{\circ} 21'$ W. 75 ft. to Station No. 150 on a creek
 known locally as Opposition Creek; whence the N. $1/4$ Cor. Sec. 24,
 T. 5 N. R. 76 W. bears N. $42^{\circ} 44'$ E. 1547.5 ft.
 Thence N. $26^{\circ} 24'$ W. 110 ft. to Station No. 151
 Thence N. $50^{\circ} 26'$ E. 220 ft. to Station No. 152
 Thence N. $61^{\circ} 25'$ E. 120 ft. to Station No. 153
 Thence N. $27^{\circ} 35'$ E. 110 ft. to Station No. 154
 Thence N. $16^{\circ} 31'$ E. 215 ft. to Station No. 155
 Thence N. $9^{\circ} 44'$ W. 210 ft. to Station No. 156
 Thence N. $13^{\circ} 50'$ W. 106 ft. to Station No. 157
 Thence N. $3^{\circ} 45'$ W. 219 ft. to intersection with the North
 boundary line of Sec. 24, T. 5 N. R. 76 W. at S. $89^{\circ} 54'$ W.
 772 ft. from the N. $1/4$ Cor.

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Thence N.	5° 45' W.	230	ft.	to Station No.	158
Thence N.	77° 12' E.	205	ft.	to Station No.	159
Thence N.	61° 01' E.	263	ft.	to Station No.	160
Thence N.	78° 13' E.	240	ft.	to Station No.	161
Thence N.	71° 50' E.	190	ft.	to Station No.	162
Thence N.	85° 01' E.	150	ft.	to Station No.	163
Thence N.	86° 40' E.	250	ft.	to Station No.	164
Thence N.	78° 56' E.	60	ft.	to Station No.	165
Thence N.	56° 20' E.	92	ft.	to Station No.	166
Thence N.	42° 28' E.	78	ft.	to Station No.	167
Thence N.	28° 47' E.	191	ft.	to Station No.	168
Thence N.	19° 33' E.	139	ft.	to Station No.	169
Thence N.	7° 40' E.	140	ft.	to Station No.	170
Thence N.	0° 58' W.	100	ft.	to Station No.	171
Thence N.	11° 23' W.	262	ft.	to Station No.	172
Thence N.	4° 29' W.	168	ft.	to Station No.	173
Thence N.	37° 43' E.	85	ft.	to Station No.	174
Thence N.	18° 06' E.	128	ft.	to Station No.	175
Thence N.	6° 51' W.	157	ft.	to Station No.	176
Thence N.	27° 39' W.	155	ft.	to Station No.	177
Thence N.	16° 22' W.	232	ft.	to Station No.	178
Thence N.	27° 47' E.	138	ft.	to Station No.	179
Thence S.	74° 43' E.	125	ft.	to Station No.	180
Thence N.	39° 23' E.	50	ft.	to Station No.	181
Thence N.	3° 22' E.	135	ft.	to Station No.	182
Thence N.	0° 42' E.	315	ft.	to Station No.	183
Thence N.	21° 33' W.	127	ft.	to Station No.	184

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Thence N. $30^{\circ} 05'$ W. 98 ft. to Station No. 185
 Thence N. $43^{\circ} 56'$ W. 225 ft. to Station No. 186
 Thence N. $46^{\circ} 43'$ W. 275 ft. to Station No. 187
 Thence N. $61^{\circ} 06'$ W. 250 ft. to Station No. 188
 Thence N. $81^{\circ} 16'$ W. 165 ft. to Station No. 189
 Thence N. $55^{\circ} 52'$ W. 182 ft. to Station No. 190
 Thence N. $77^{\circ} 30'$ W. 68 ft. to Station No. 191
 Thence N. $45^{\circ} 41'$ W. 552 ft. to Station No. 192
 Thence N. $36^{\circ} 06'$ W. 133 ft. to Station No. 193
 Thence N. $39^{\circ} 59'$ W. 105 ft. to Station No. 194
 Thence N. $66^{\circ} 14'$ W. 150 ft. to Station No. 195
 Thence N. $40^{\circ} 04'$ W. 103 ft. to Station No. 196
 Thence N. $39^{\circ} 09'$ E. 117 ft. to Station No. 197
 Thence N. $18^{\circ} 26'$ E. 95 ft. to Station No. 198
 Thence N. $18^{\circ} 18'$ W. 175 ft. to Station No. 199
 Thence N. $14^{\circ} 40'$ W. 60 ft. to Station No. 200
 Thence N. $38^{\circ} 36'$ W. 210 ft. to Station No. 201
 Thence N. $41^{\circ} 06'$ W. 182 ft. to Station No. 202
 Thence S. $88^{\circ} 50'$ W. 88.5 ft. to Station No. 203
 Thence N. $37^{\circ} 47'$ W. 79.7 ft. to Station No. 204
 Thence N. $6^{\circ} 55'$ E. 105 ft. to a point on a creek known
 locally as Mesquite Creek, whence the N. $1/4$ Cor. Sec. 13 T. 5 N.
 R. 76 W. of the 6th P. M. bears N. $89^{\circ} 02'$ E. 1227.7 ft.
 Thence N. $6^{\circ} 55'$ E. 21 ft. to Station No. 205 on the
 North boundary line of Section 13 T. 5 N. R. 76 W. of the 6th
 P. M. at S. $89^{\circ} 50'$ W. 1225 ft. from the N. $1/4$ Cor.

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Thence N. $38^{\circ} 30'$ E. 258 ft. to Station No. 206
 Thence N. $12^{\circ} 16'$ E. 51 ft. to Station No. 207
 Thence N. $27^{\circ} 41'$ W. 145 ft. to Station No. 208
 Thence N. $1^{\circ} 47'$ E. 120 ft. to Station No. 209
 Thence N. $20^{\circ} 44'$ E. 190 ft. to Station No. 210
 Thence N. $53^{\circ} 21'$ E. 315 ft. to Station No. 211
 Thence N. $52^{\circ} 39'$ E. 145 ft. to a point on a creek locally
 known as Lost Creek, whence the S. $1/4$ Cor. Sec. 12 T. 5 N. R.
 76 W. of the 6th P. M. bears S. $36^{\circ} 38'$ E. 1142.9 ft.
 Thence N. $52^{\circ} 39'$ E. 20 ft. to Station No. 212
 Thence S. $72^{\circ} 10'$ E. 60 ft. to Station No. 213
 Thence S. $47^{\circ} 48'$ E. 100 ft. to Station No. 214
 Thence S. $11^{\circ} 56'$ W. 110 ft. to Station No. 215
 Thence S. $36^{\circ} 45'$ E. 65 ft. to Station No. 216
 Thence N. $70^{\circ} 58'$ E. 180 ft. to Station No. 217
 Thence S. $86^{\circ} 05'$ E. 230 ft. to Station No. 218
 Thence N. $54^{\circ} 04'$ E. 162 ft. to Station No. 219
 Thence N. $27^{\circ} 19'$ E. 105 ft. to Station No. 220
 Thence N. $15^{\circ} 34'$ E. 286 ft. to Station No. 221
 Thence S. $84^{\circ} 10'$ E. 110 ft. to Station No. 222
 Thence S. $85^{\circ} 28'$ E. 180 ft. to Station No. 223
 Thence S. $68^{\circ} 53'$ E. 80 ft. to Station No. 224
 Thence S. $80^{\circ} 11'$ E. 165 ft. to Station No. 225
 Thence N. $49^{\circ} 15'$ E. 140 ft. to Station No. 226
 Thence N. $76^{\circ} 26'$ E. 129 ft. to Station No. 227
 Thence S. $79^{\circ} 39'$ E. 232.5 ft. to Station No. 228

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Thence S. $64^{\circ} 41'$ E. 393.5 ft. to Station No. 229
 Thence N. $56^{\circ} 18'$ E. 170 ft. to Station No. 230
 Thence E. $81^{\circ} 36'$ E. 160 ft. to Station No. 231
 Thence N. $78^{\circ} 47'$ E. 130 ft. to Station No. 232
 Thence N. $85^{\circ} 50'$ E. 111 ft. to Station No. 233
 Thence N. $74^{\circ} 15'$ E. 110 ft. to Station No. 234
 Thence N. $49^{\circ} 23'$ E. 128 ft. to Station No. 235
 Thence N. $41^{\circ} 50'$ E. 66 ft. to Station No. 236
 Thence N. $7^{\circ} 40'$ E. 152 ft. to Station No. 237
 Thence N. $5^{\circ} 20'$ W. 111 ft. to Station No. 238
 Thence N. $59^{\circ} 28'$ W. 132 ft. to Station No. 239
 Thence N. $42^{\circ} 33'$ W. 250 ft. to Station No. 240
 Thence N. $12^{\circ} 58'$ W. 240 ft. to Station No. 241
 Thence N. $28^{\circ} 54'$ W. 69 ft. to Station No. 242
 Thence N. $22^{\circ} 24'$ E. 146 ft. to Station No. 243
 Thence N. $6^{\circ} 03'$ W. 173 ft. to Station No. 244
 Thence N. $31^{\circ} 30'$ W. 226 ft. to Station No. 245
 Thence N. $3^{\circ} 50'$ E. 179 ft. to Station No. 246
 Thence N. $16^{\circ} 37'$ W. 135 ft. to Station No. 247
 Thence N. $1^{\circ} 09'$ E. 269 ft. to Station No. 248
 Thence N. $16^{\circ} 55'$ W. 187 ft. to Station No. 249
 Thence N. $29^{\circ} 33'$ W. 94 ft. to Station No. 250
 Thence N. $28^{\circ} 24'$ W. 240 ft. to Station No. 251
 Thence N. $49^{\circ} 56'$ W. 60 ft. to Station No. 252
 Thence N. $2^{\circ} 28'$ W. 20 ft. to a point on a creek
 known locally as Roaring Creek whence the N. E. Cor. Sec. 12
 T. 5 N. R. 76 W. of the 6th P. M. bears N. $37^{\circ} 34'$ E. 1875 ft.

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Thence N. $2^{\circ} 28' W.$ 22 ft. to Station No. 253

Thence N. $42^{\circ} 25' E.$ 58 ft. to Station No. 254

Thence N. $58^{\circ} 06' E.$ 65 ft. to Station No. 255

Thence N. $27^{\circ} 56' E.$ 115.2 ft. to Station No. 256

Thence N. $5^{\circ} 17' W.$ 97.2 ft. to Station No. 257

Thence by a curve of 60 ft. Radius to the right 81.8 ft. to
Station No. 258.

Thence N. $72^{\circ} 58' E.$ 104.9 ft. to Station No. 259

Thence by a curve of 122.9 ft. radius to the left
65.1 ft. to Station No. 260

Thence N. $41^{\circ} 42' E.$ 145.3 ft. to Station No. 261

Thence by a curve of 130.6 ft. radius to the right
191.9 ft. to Station No. 262

Thence S. $51^{\circ} 57' E.$ 147.5 ft. to Station No. 263

Thence by a curve of 60 ft. radius to the left
66.3 ft. to Station No. 264

Thence N. $64^{\circ} 39' E.$ 143.4 ft. to Station No. 265

Thence by a curve of 92 ft. radius to the left
223.4 ft. to Station No. 266

Thence N. $74^{\circ} 26' W.$ 159.3 ft. to Station No. 267

Thence by a curve of 146.2 ft. radius to the right
105.8 ft. to Station No. 268

Thence N. $32^{\circ} 03' W.$ 97.2 ft. to Station No. 269

Thence by a curve of 287.9 ft. radius to the right
148.8 ft. to Station No. 270

Thence N. $2^{\circ} 17' W.$ 131.1 ft. to Station No. 271

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Thence by a curve of 478.5 ft. radius to the left

72.4 ft. to Station No. 272

Thence N. $10^{\circ} 58'$ E. 69.1 ft. to Station No. 273

Thence by a curve of 521.7 ft. radius to the right 207.1 ft.

to intersection with the South boundary line of Sec. 1, T. 5 N.

R. 76 W. of the 6th P. M. at S. $89^{\circ} 54'$ W. 635 ft. from the

S. E. Cor. Sec. 1.

Thence by the same curve 120 ft. to Station No. 274

Thence N. $35^{\circ} 49'$ E. 52 ft. to Station No. 275

Thence by a curve of 206.7 ft. radius to the left

223.2 ft. to Station No. 276

Thence N. $28^{\circ} 41'$ W. 124.6 ft. to Station No. 277

Thence by a curve of 206.7 ft. radius to the right

35.9 ft. to Station No. 278

Thence N. $18^{\circ} 41'$ W. 84.8 ft. to Station No. 279

Thence by a curve of 60 ft. radius to the right

49.7 ft. to Station No. 280

Thence N. $28^{\circ} 49'$ E. 44.3 ft. to Station No. 281

Thence by a curve of 60 ft. radius to the left

44.4 ft. to Station No. 282

Thence N. $15^{\circ} 41'$ W. 219.8 ft. to Station No. 283

Thence by a curve of 60 ft. radius to the right

59.2 ft. to Station No. 284

Thence N. $42^{\circ} 55'$ E. 87.5 ft. to Station No. 285

Thence by a curve of 222.3 ft. radius to the left

379.3 ft. to Station No. 286

Thence N. $55^{\circ} 42'$ W. 48.1 ft. to Station No. 287

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Thence by a curve of 470.3 ft. radius to the right
198.8 ft. to Station No. 288
Thence N. $31^{\circ} 51'$ W. 95 ft. to Station No. 289
Thence by a curve of 470.3 ft. radius to the right
251.1 ft. to Station No. 290
Thence N. $1^{\circ} 43'$ W. 18.6 ft. to Station No. 291
Thence by a curve of 319.6 ft. radius to the left
297.4 ft. to Station No. 292
Thence N. $55^{\circ} 15'$ W. 58.7 ft. to Station No. 293
Thence by a curve of 146.2 ft. radius to the right
87.4 ft. to Station No. 294
Thence N. $20^{\circ} 18'$ W. 55.5 ft. to Station No. 295
Thence by a curve of 470.3 radius to the left
196.3 ft. to Station No. 296
Thence N. $43^{\circ} 51'$ W. 366.9 ft. to Station No. 297
Thence by a curve of 359.3 ft. radius to the left
150.6 ft. to Station No. 298
Thence N. $67^{\circ} 57'$ W. 107.7 ft. to Station No. 299
Thence by a curve of 240.5 ft. radius to the right
106.8 ft. to Station No. 300
Thence N. $12^{\circ} 19'$ W. 82.8 ft. to Station No. 301
Thence by a curve of 146.2 ft. radius to the left
106.6 ft. to Station No. 302
Thence N. $24^{\circ} 58'$ W. 86.1 ft. to Station No. 303
Thence by a curve of 100 ft. radius to the left
79.8 ft. to Station No. 304

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Thence S. $49^{\circ} 18'$ W. 606 ft. to Station No. 305

Thence by a curve of 60 ft. radius to the right

153.1 ft. to Station No. 306

Thence N. $15^{\circ} 47'$ E. 6 ft. to a point on Dutch Tom Creek
whence the N. E. Cor. Sec. 1 T. 5 N. R. 76 W. of the 6th P. M.
bears N. $48^{\circ} 06'$ E. 3166.4 ft.

Thence N. $15^{\circ} 47'$ E. 86 ft. to Station No. 307.

Thence by a curve of 206.7 ft. radius to the right

201.4 ft. to Station No. 308.

Thence by a curve of 573.7 ft. radius to the right

147.6 ft. to Station No. 309

Thence N. $86^{\circ} 44'$ E. 124 ft. to Station No. 310

Thence by a curve of 573.7 ft. radius to the left,

158.7 ft. to Station No. 311

Thence N. $72^{\circ} 52'$ E. 198.8 ft. to Station No. 312

Thence by a curve of 90 ft. radius to the left

185.6 ft. to Station No. 313

Thence by a curve of 359.3 ft. radius to the left

215.0 ft. to Station No. 314

Thence N. $79^{\circ} 44'$ W. 110.7 ft. to Station No. 315

Thence by a curve of 359.3 ft. radius to the right

201.8 ft. to Station No. 316

Thence by a curve of 100 ft. radius to the right

110.3 ft. to Station No. 317

Thence N. $29^{\circ} 02'$ E. 166.4 ft. to Station No. 318

Thence by a curve of 573.7 ft. radius to the left

218.5 ft. to Station No. 319

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Thence N. $7^{\circ} 31'$ E. 544.5 ft. to Station No. 320

Thence by a curve of 114 ft. radius to the right

220.3 ft. to Station No. 321

Thence S. $58^{\circ} 21'$ E. 171.1 ft. to Station No. 322

Thence by a curve of 227.9 ft. radius to the left

168.4 ft. to Station No. 323

Thence N. $87^{\circ} 58'$ E. 153 ft. to Station No. 324

Thence by a curve of 1432.7 ft. radius to the left

251.2 ft. to Station No. 325

Thence N. $77^{\circ} 55'$ E. 132.8 ft. to Station No. 326

Thence by a curve of 118.3 ft. radius to the left

181.6 ft. to Station No. 327

Thence N. $11^{\circ} 55'$ W. 42.1 ft. to Station No. 328

Thence by a curve of 1432.7 ft. radius to the left

278.6 to intersection with the

South boundary line of Sec. 36 T. 6 N. R. 76 W. of the 6th P. M.

at N. $89^{\circ} 52'$ W. 903.7 ft. from the S. E. Cor. Sec. 36.

Thence by the same curve 60.6 ft. to Station No. 329

Thence N. $25^{\circ} 29'$ W. 122.6 ft. to Station No. 330

Thence by a curve of 181.4 ft. radius to the right

162.6 ft. to Station No. 331

Thence N. $26^{\circ} 23'$ E. 152 ft. to a point on Little

Dutch Ten Creek, whence the S. E. Cor. Sec. 36 T. 6 N. R. 76 W.

of the 6th P. M. bears S. $68^{\circ} 09'$ E. 1025.5 ft.

Thence N. $26^{\circ} 23'$ E. 578.6 ft. to Station No. 332

Thence by a curve of 573.7 ft. radius to the left

242.7 ft. to Station No. 333

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Thence N. $2^{\circ} 07'$ E. 375.9 ft. to Station No. 334

Thence by a curve of 287.9 ft. radius to the right
159.2 ft. to Station No. 335

Thence N. $33^{\circ} 57'$ E. 806.4 ft. to intersection with the
East boundary line of Sec. 36 T. 6 N. R. 76 W. at S. 00°
 $6'$ E. 257.6 ft. from the E. $1/4$ Cor. Sec. 36.

Thence N. $53^{\circ} 57'$ E. 220.6 ft. to Station No. 336

Thence by a curve of 478.5 ft. radius to the left
260.7 ft. to Station No. 337

Thence N. $2^{\circ} 40'$ E. 16.1 ft. to Station No. 338

Thence by a curve of 1432.7 ft. radius to the left
545.8 ft. to Station No. 339

Thence N. $19^{\circ} 10'$ W. 117.6 ft. to Station No. 340

Thence by a curve of 1432.7 radius to the right
301.5 ft. to intersection with the

East boundary line of Sec. 36 T. 6 N. R. 76 W. at N. 00°
 $6'$ W. 1112.6 ft. from the E. $1/4$ Cor. Sec. 36.

Thence by the same curve 108.1 ft. to Station No. 341

Thence N. $2^{\circ} 47'$ W. 1094.2 ft. to Station No. 342

Thence by a curve of 287.9 ft. radius to the right 232.9 ft.
to intersection with the East boundary line of Sec. 36, T. 6 N.
R. 76 W. at S. $00^{\circ} 6'$ E. 137.5 ft. from the N. E. Cor. Sec. 36.

Thence by the same curve 8.4 ft. to Station No. 343

Thence N. $45^{\circ} 29'$ E. 129.1 ft. to intersection with the
North line Sec. 31 T. 6 N. R. 75 W. at N. $89^{\circ} 52'$ E. 132.3 ft.
from the S. W. Cor. Sec. 31.

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Thence N. $45^{\circ} 29'$ E. 24.3 ft. to Station No. 344
Thence by a curve of 262 ft. radius to the left
538.4 ft. to Station No. 345
Thence N. $72^{\circ} 55'$ W. 5.5 ft. to intersection with the East
boundary line of Sec. 25 T. 6 N. R. 76 W. at N. $00^{\circ} 06'$ E.
465.2 ft. from the S. E. Cor. Sec. 25.
Thence N. $72^{\circ} 55'$ W. 174.1 ft. to Station No. 346
Thence by a curve of 973.7 ft. radius to the right
188.7 ft. to Station No. 347
Thence N. $54^{\circ} 03'$ W. 118.2 ft. to Station No. 348
Thence by a curve of 572 ft. radius to the right
217.3 ft. to Station No. 349-350
Thence by a curve of 519.6 ft. radius to the left
171.6 ft. to Station No. 351
Thence N. $65^{\circ} 06'$ W. 67.3 ft. to Station No. 352
Thence by a curve of 206.7 ft. radius to the right
151.4 ft. to Station No. 353
Thence N. $20^{\circ} 50'$ W. 187.7 ft. to Station No. 354
Thence by a curve of 161.8 ft. radius to the left
207.2 ft. to Station No. 355
Thence S. $84^{\circ} 51'$ W. 212.3 ft. to Station No. 356
Thence by a curve of 206.7 ft. radius to the right
209.1 ft. to Station No. 357
Thence N. $36^{\circ} 49'$ W. 203.6 ft. to Station No. 358
Thence by a curve of 193.2 ft. radius to the right
169 ft. to Station No. 359

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Thence N. $13^{\circ} 39'$ E. 81.8 ft. to Station No. 360
Thence by a curve of 206.7 ft. radius to the left
181.2 ft. to Station No. 361
Thence N. $36^{\circ} 59'$ W. 221.2 ft. to Station No. 362
Thence by a curve of 91.7 ft. radius to the right
183.1 ft. to Station No. 363 on
Saw Mill Creek whence the E. $1/4$ Cor. Sec. 25 T. 6 N. R.
76 W. bears N. $77^{\circ} 40'$ E. 1788 ft.
Thence by a curve of 359.3 ft. radius to the left
290.7 ft. to Station No. 364
Thence N. $33^{\circ} 25'$ E. 16.0 ft. to Station No. 365
Thence by a curve of 146.2 ft. radius to the right
161 ft. to Station No. 366
Thence S. $82^{\circ} 31'$ E. 150.3 ft. to Station No. 367
Thence by a curve of 100 ft. radius to the left
166.3 ft. to Station No. 368
Thence N. $1^{\circ} 04'$ W. 63.1 ft. to Station No. 369
Thence by a curve of 193.2 ft. radius to the left
167.3 ft. to Station No. 370
Thence N. $51^{\circ} 08'$ W. 147.6 ft. to Station No. 371
Thence by a curve of 146.2 ft. radius to the right
139.9 ft. to Station No. 372
Thence N. $4^{\circ} 08'$ E. 221.5 ft. to Station No. 373
Thence by a curve of 240.5 ft. radius to the right
377.3 ft. to Station No. 374
Thence S. $85^{\circ} 24'$ E. 252.8 ft. to Station No. 375
Thence by a curve of 716.8 ft. radius to the right
233.3 ft. to Station No. 376

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Thence S. $66^{\circ} 44'$ E. 49.8 ft. to a point on Lulu Creek
whence the E. $1/4$ Cor. Sec. 25 T. 6 N. R. 76 W. of the 6th
P. M. bears S. $36^{\circ} 38'$ E. 881 ft.

Thence S. $66^{\circ} 44'$ E. 423.5 ft. to Station No. 377

Thence by a curve of 359.3 ft. radius to the left
116.1 ft. to intersection with the East boundary line of Sec.
25 T. 6 N. R. 76 W. at N. $00^{\circ} 6'$ W. 513.2 ft. from the East
 $1/4$ Cor. Sec. 25.

Thence by the same curve 117.9 ft. to Station No. 378

Thence N. $71^{\circ} 01'$ E. 576.5 ft. to Station No. 379

Thence by a curve of 478.3 ft. radius to the right
167.8 ft. to Station No. 380

Thence S. $86^{\circ} 27'$ E. 132 ft. to Station No. 381

Thence by a curve of 1132.7 ft. radius to the left
275.4 ft. to Station No. 382

Thence N. $82^{\circ} 32'$ E. 179.2 ft. to Station No. 383

Thence by a curve of 193.2 ft. radius to the left
178.4 ft. to Station No. 384

Thence S. $44^{\circ} 11'$ E. 539 ft. to Station No. 385

Thence by a curve of 478.3 ft. radius to the left
159.7 ft. to Station No. 386

Thence S. $63^{\circ} 21'$ E. 38.4 ft. to Station No. 387

Thence by a curve of 2865 ft. radius to the left
218.3 ft. to Station No. 388

Thence S. $68^{\circ} 19'$ E. 269.9 ft. to Station No. 389

Thence by a curve of 287.9 ft. radius to the left
99.8 ft. to Station No. 390

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Thence S. $88^{\circ} 17'$ E. 18.0 ft. to Station No. 391
Thence by a curve of 116.2 ft. radius to the right
123.7 ft. to Station No. 392
Thence S. $40^{\circ} 23'$ E. 26.5 ft. to Station No. 393
Thence by a curve of 359.3 ft. radius to the left
186.9 ft. to Station No. 394
Thence S. $70^{\circ} 21'$ E. 468.8 ft. to Station No. 395
Thence by a curve of 116.2 ft. radius to the left
245 ft. to Station No. 396
Thence N. $18^{\circ} 09'$ E. 220.9 ft. to Station No. 397
Thence by a curve of 573.7 ft. radius to the right
185.3 ft. to Station No. 398
Thence N. $30^{\circ} 41'$ E. 28.9 ft. to Station No. 399
Thence by a curve of 573.7 ft. radius to the left
198.5 ft. to Station No. 400
Thence N. $10^{\circ} 40'$ E. 56.7 ft. to Station No. 401
Thence by a curve of 193.2 ft. radius to the left
174.7 ft. to Station No. 402
Thence N. $41^{\circ} 36'$ W. 4.8 ft. to Station No. 403
Thence by a curve of 716.8 ft. radius to the right
435.4 ft. to Station No. 404
Thence N. $6^{\circ} 46'$ E. 417.5 ft. to Station No. 405
Thence by a curve of 359.3 ft. radius to the right
324.2 ft. to Station No. 406
Thence N. $45^{\circ} 06'$ E. 122.1 ft. to Station No. 407
Thence by a curve of 716.8 ft. radius to the left
224.2 ft. to Station No. 408

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Thence N. $27^{\circ} 10'$ E. 126.4 ft. to Station No. 409
Thence by a curve of 287.9 ft. radius to the right
181.4 ft. to Station No. 410
Thence N. $63^{\circ} 27'$ E. 112.2 ft. to Station No. 411
Thence by a curve of 287.9 ft. radius to the left
128.2 ft. to Station No. 412
Thence N. $37^{\circ} 49'$ E. 6.0 ft. to Station No. 413
Thence by a curve of 478.3 ft. radius to the right
146.9 ft. to Station No. 414
Thence N. $55^{\circ} 27'$ E. 279.2 ft. to intersection with the
South boundary line of Sec. 19 T. 6 N., R. 75 W. at N. 89°
 $49'$ W. 663.2 ft. from the S. E. Cor. Sec. 19.
Thence N. $55^{\circ} 27'$ E. 47.8 ft. to Station No. 415
Thence by a curve of 287.9 ft. radius to the left
129.3 ft. to Station No. 416
Thence N. $29^{\circ} 35'$ E. 132.4 ft. to Station No. 417
Thence by a curve of 60 ft. radius to the right
120.2 ft. to Station No. 418
Thence S. $35^{\circ} 23'$ E. 36.6 ft. to Station No. 419
Thence by a curve of 146.2 ft. radius to the left
260 ft. to Station No. 420
Thence N. $40^{\circ} 55'$ E. 81.3 ft. to Station No. 421
Thence by a curve of 122.9 ft. radius to the right
77.1 ft. to intersection with the
East boundary line of Sec. 19 T. 6 N. R. 75 W. at North 315.9
ft. from the S. E. Cor. Sec. 19.
Thence by the same curve 53.3 ft. to Station No. 422

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Thence S. $76^{\circ} 55'$ E. 80 ft. to Station No. 423
Thence by a curve of 287.9 ft. radius to the left
350 ft. to Station No. 424
Thence N. $33^{\circ} 05'$ E. 195.4 ft. to Station No. 425
Thence by a curve of 193.2 ft. radius to the right
173.1 ft. to Station No. 426
Thence N. $85^{\circ} 01'$ E. 12.8 ft. to Station No. 427
Thence by a curve of 410.3 ft. radius to the left
222.6 ft. to Station No. 428
Thence N. $53^{\circ} 51'$ E. 147.9 ft. to Station No. 429
Thence by a curve of 206.7 ft. radius to the right
135.0 ft. to Station No. 430
Thence S. $88^{\circ} 31'$ E. 34.3 ft. to Station No. 431
Thence by a curve of 240.5 ft. radius to the left
166.1 ft. to Station No. 432
Thence N. $51^{\circ} 36'$ E. 58.8 ft. to Station No. 433
Thence by a curve of 478.3 ft. radius to the left
202.5 ft. to Station No. 434
Thence N. $27^{\circ} 18'$ E. 140.2 ft. to Station No. 435
Thence by a curve of 478.3 ft. radius to the right
232.8 ft. to Station No. 436
Thence N. $55^{\circ} 14'$ E. 639.4 ft. to Station No. 437
Thence by a curve of 287.9 ft. radius to the left
129.2 ft. to Station No. 438
Thence N. $29^{\circ} 23'$ E. 544.1 ft. to Station No. 439
Thence by a curve of 40 ft. radius to the right
79 ft. to Station No. 440

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Thence S. $37^{\circ} 18'$ E. 13.9 ft. to Station No. 441
 Thence by a curve of 100 ft. radius to the left
 117 ft. to Station No. 442
 Thence N. $75^{\circ} 09'$ E. 6.6 ft. to Station No. 443
 Thence by a curve of 36 ft. radius to the right
 67.1 ft. to Station No. 444 on
 Bennett Creek whence the N. E. Cor. Sec. 20 T 6 N. R 76 W.
 bears N. $37^{\circ} 29'$ E. 3615 ft.
 Thence S. $32^{\circ} 37'$ W. 34.5 ft. to Station No. 445
 Thence by a curve of 181.4 ft. radius to the left
 129.4 ft. to Station No. 446
 Thence S. $6^{\circ} 31'$ E. 4.5 ft. to Station No. 447
 Thence by a curve of 359.3 ft. radius to the right
 184 ft. to Station No. 448
 Thence S. $20^{\circ} 55'$ W. 94.8 ft. to Station No. 449
 Thence by a curve of 118.3 radius to the left
 148.6 ft. to Station No. 450
 Thence S. $52^{\circ} 42'$ E. 176.4 ft. to Station No. 451
 Thence by a curve of 222.3 ft. radius to the left
 210.6 ft. to Station No. 452
 Thence N. $72^{\circ} 33'$ E. 8.7 ft. to Station No. 453
 Thence by a curve of 573.7 ft. radius to the left
 243.7 ft. to Station No. 454
 Thence N. $48^{\circ} 11'$ E. 347.4 ft. to Station No. 455
 Thence by a curve of 2864.9 ft. radius to the left
 335 ft. to Station No. 456
 Thence N. $41^{\circ} 38'$ E. 122.7 ft. to Station No. 457

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Thence by a curve of 573.7 ft. radius to the left
227.8 ft. to Station No. 458
Thence N. $18^{\circ} 51'$ E. 14.6 ft. to Station No. 459
Thence by a curve of 1432.7 ft. radius to the right
279.2 ft. to Station No. 460
Thence N. $30^{\circ} 01'$ E. 92.2 ft. to Station No. 461
Thence by a curve of 716.8 ft. radius to the right
219.8 ft. to Station No. 462
Thence N. $47^{\circ} 36'$ E. 1.5 ft. to Station No. 463
Thence by a curve of 478.3 ft. radius to the right
237.1 ft. to Station No. 464
Thence N. $76^{\circ} 03'$ E. 165.9 ft. to Station No. 465
Thence by a curve of 955.4 ft. radius to the left
254.4 ft. to Station No. 466
Thence N. $60^{\circ} 47'$ E. 115.4 ft. to intersection with the
East boundary line of Sec. 20 T. 6 N. R. 75 W. of the 6th P. M.
at South 1883.6 ft. from the N. E. Cor. Sec. 20.
Thence N. $60^{\circ} 47'$ E. 28.8 ft. to Station No. 467
Thence by a curve of 287.9 ft. radius to the left
214 ft. to Station No. 468
Thence N. $1^{\circ} 57'$ E. 16.4 ft. to Station No. 469
Thence by a curve of 410.3 ft. radius to the right
252.4 ft. to Station No. 470
Thence N. $47^{\circ} 17'$ E. 121.3 ft. to Station No. 471
Thence by a curve of 1432.7 ft. radius to the left
302.1 ft. to Station No. 472
Thence N. $35^{\circ} 12'$ E. 748.4 ft. to Station No. 473

--26--

The end whence the N. W. Cor. Sec. 21 T. 6 N. R. 75 W. bears
N. $65^{\circ} 95'$ W. 1129.3 ft.

The South Feeder of the Grand River Ditch.

Beginning at Station No. 1 on a branch of the North Fork of
the Grand River, whence the N. W. Cor. Sec. 29 T. 6 N. R. 75 W.
of the 6th P. M. bears N. $52^{\circ} 21'$ W. 5039 ft.

Thence N. $29^{\circ} 09'$ W. 161.3 ft. to Station No. 2

Thence N. $65^{\circ} 39'$ W. 368.8 ft. to Station No. 3

Thence N. $10^{\circ} 06'$ W. 293.7 ft. to Station No. 4

Thence N. $1^{\circ} 46'$ W. 574.0 ft. to Station No. 5

Thence N. $40^{\circ} 10'$ E. 347.6 ft. to Station No. 6

Thence N. $58^{\circ} 35'$ E. 222.5 ft. to Station No. 7

Thence N. $49^{\circ} 03'$ E. 499.2 ft. to Station No. 8

Thence N. $37^{\circ} 05'$ E. 229.0 ft. to Station No. 9

Thence N. $15^{\circ} 26'$ E. 371.7 ft. to Station No. 10

Thence N. $13^{\circ} 21'$ E. 243.4 ft. to Station No. 11

Thence N. $14^{\circ} 05'$ W. 129.5 ft. to Station No. 12

Thence N. $15^{\circ} 25'$ E. 292.8 ft. to Station No. 13

Thence N. $8^{\circ} 05'$ E. 110.3 ft. to Station No. 14

Thence N. $72^{\circ} 15'$ W. 261.2 ft. to Station No. 15

Thence N. $15^{\circ} 49'$ W. 72 ft. to intersection with the
South boundary line of Sec. 20 at $11.89^{\circ} 31'$ E. 4400 ft.

from the S. W. cor. of that Section.

Thence N. $15^{\circ} 49'$ W. 198.0 ft. to Station No. 16

Thence N. $37^{\circ} 55'$ W. 225.0 ft. to Station No. 17

Thence N. $9^{\circ} 25'$ W. 307.0 ft. to Station No. 18

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Thence N. $4^{\circ} 14'$ E. 215.4 ft. to Station No. 19

Thence N. $16^{\circ} 14'$ E. 402.2 ft. to Station No. 20

Thence N. $29^{\circ} 44'$ E. 363.9 ft. to Station No. 21

Thence N. $44^{\circ} 16'$ E. 257.1 ft. to Station No. 22

Thence N. $47^{\circ} 36'$ E. 315.2 ft. to Station No. 23

Thence N. $38^{\circ} 04'$ E. 256.0 ft. to intersection with the East boundary line of Sec. 20 at South 2920 ft. from the N. E. cor. of that Section.

Thence N. $38^{\circ} 04'$ E. 116.4 ft. to Station No. 24

Thence N. $40^{\circ} 36'$ E. 304.8 ft. to Station No. 25

Thence N. $52^{\circ} 44'$ E. 193.5 ft. to Station No. 26

Thence N. $21^{\circ} 39'$ E. 135.0 ft. to Station No. 27

Thence N. $27^{\circ} 23'$ W. 132.1 ft. to Station No. 28

Thence N. $15^{\circ} 55'$ E. 182.2 ft. to Station No. 29

Thence N. $16^{\circ} 22'$ E. 303.4 ft. to Station No. 30

Thence N. $19^{\circ} 21'$ W. 339.6 ft. to Station No. 32

Thence N. $7^{\circ} 45'$ W. 98.7 ft. to Station No. 33

Thence N. $39^{\circ} 25'$ E. 400.7 ft. to Station No. 34

Thence N. $29^{\circ} 58'$ E. 263.5 ft. to Station No. 35

Thence N. $30^{\circ} 28'$ E. 293.2 ft. to Station No. 473 of the survey of the main ditch, at a point from whence the Northwest corner of Section 21, Township 6 North Range 75 West of the 6th P. M. bears North $63^{\circ} 55'$ West 1129.3 feet.

All courses true. Magnetic Variation $15^{\circ} 30'$ East July 1st. 1904.

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The line described in these Field Notes is the center line of the ditch.

Instruments.

The lines were run with a Gurley Light Mountain Transit, 4 in. needle, reading horizontal angles to minutes. The courses were deflected from the true meridian as determined by direct solar observations.

The grade line was determined by the use of Engineers' Y. Level.

Attachment 3 – 1907 Stipulation

COPY

S T I P U L A T I O N

Water Supply and
Storage Company

United States Department of
Agriculture, Forest Service

Application for Right of Way
Medicine Bow Forest Reserve

WHEREAS, the conduit right of way applied for by the Water Supply and Storage Company (hereinafter designated as "the Company"), as shown by a certain map filed November 16, 1904 in the United States District Land Office at Denver, Colorado, is within the Medicine Bow Forest Reserve in said State, and

WHEREAS, by an amendatory regulation of the United States Department of the Interior, approved by the Secretary of the Interior, on April 25, 1906, concerning rights of way for railroads, canals, reservoirs, etc., it is provided that:

"Whenever a right of way is located upon a forest or timberland reserve, the applicant must enter into such stipulation and execute such bond as the Secretary of Agriculture may require for the protection of such reserves," and

WHEREAS the Secretary of Agriculture requires, for the protection of the said Medicine Bow Forest Reserve, that the Company shall enter into the stipulation hereinafter set forth, and

WHEREAS, the Board of Directors of the Company has duly authorized the undersigned, as President hereof, and under the Company's seal, to execute this stipulation; proper evidence of such authorization being hereto attached and made a part hereof:

NOW, THEREFORE, the Company does hereby stipulate and agree, and does bind itself, its successors and assigns as follows. to wit:

- (1) Not to cut or destroy any forest reserve timber upon said right of way except that necessary to be cut or destroyed in constructing said conduit.
- (2) To pay in advance, as directed, to the Special Fiscal Agent, Forest Service, Washington, D.C., for all forest reserve timber upon said right of way at the rate of \$1.50 per thousand feet, b.m. as scaled by the forest officer in charge of said reserve.
- (3) To dispose of all brush and other refuse within said right of way or adjacent thereto in such manner as may be required by the forest officer in charge.
- (4) To construct and maintain in good and passable condition, across said right of way, free of any charge or expense to the United States, crossings for all established roads and trails.
- (5) The Company and all contractors, and others employed by the Company, shall observe such precautions against fire as the forest officer in charge shall prescribe, and shall at all times exercise the utmost care to prevent fires, and shall promptly and without charge lend all possible assistance in men and material, under the direction of the forest officer in charge, in fighting fire within said reserve.
- (6) To pay the United States for any and all damage sustained by reason of use and occupation of said forest reserve

by the Company, its successors and assigns, regardless of the cause and circumstances under which such damage may occur.

IN WITNESS whereof said Company has caused these presents to be executed, and its corporate seal to be hereto affixed at Fort Collins, Colorado, on this 21st day of March, A.D., 1907, by its president and Agent hereto duly authorized.

WATER SUPPLY AND STORAGE COMPANY.

/s/ By A. A. Edwards
President

(SEAL)

Attest /s/ F. B. Stark
Secretary

State of Colorado)
)ss.
County of Larimer

On this 21st day of March, one thousand nine hundred and seven, before me personally appeared F. B. Stark to me personally known, who being by me duly sworn, did depose and say: that he resides at Fort Collins, Colo. and is the secretary of the Water Supply and Storage Company, the corporation described in and which executed the foregoing stipulation and as such has custody of its records and seal; that said corporation was organized under the laws of the State of Colorado; that he knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal and was thereto affixed by order of its Board of Directors, a duly certified copy of which order is hereto affixed; that A. A. Edwards is the President of said corporation and was duly authorized to execute said instrument on its behalf; that deponent knows the signature of said officer, and that the signature affixed to such instrument is his signature.

/s/ F. B. Stark
Signature of Deponent

Subscribed and sworn to before me on the date above written.

/s/ William T. Lewark
Notary Public

(SEAL)

My commission expires January 17, 1909.

Approved June 28, 1907

/s/ C. S. Chapman
Acting Forester