

WATER/WASTEWATER REPORT

FOR

**CLAREMONT BUSINESS PARK FILING NO. 1C ~
A RE-PLAT OF LOT 2 “CLAREMONT BUSINESS
PARK FILING NO. 1A” AND A PORTION OF TRACT
C “CLAREMONT BUSINESS PARK FILING NO. 2**

EL PASO COUNTY, COLORADO

APRIL 2020

Prepared for:

**Hammer’s Construction Inc.
1411 Woosley Hts
Colorado Springs, CO 80915
(719) 570-1599**

Prepared by:



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Project #44-034

**WATER/WASTEWATER REPORT FOR
CLAREMONT BUSINESS PARK FILING NO. 1C ~
A REPLAT OF LOT 2 “CLAREMONT BUSINESS PARK FILING NO. 1A” AND
A PORTION OF TRACT C “CLAREMONT BUSINESS PARK FILING NO. 2**

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**WATER/WASTEWATER REPORT FOR
CLAREMONT BUSINESS PARK FILING NO. 1C ~
A REPLAT OF LOT 2 “CLAREMONT BUSINESS PARK FILING NO. 1A” AND
A PORTION OF TRACT C “CLAREMONT BUSINESS PARK FILING NO. 2**

PURPOSE

This document is intended to serve as the Water/Wastewater Report for CLAREMONT BUSINESS PARK FILING NO. 1C. The purpose of this document is to show that the proposed water supply is sufficient in terms of quality, quantity, and dependability for the proposed development. This report also discusses wastewater amounts. This report is to supplement the “Master Water Resource Report and Wastewater Report for Claremont Business Park, Filing No. 2, dated January 2006 completed by Matrix Design Group, and the Water/Wastewater Report for Claremont Business Park Filing No. 3, dated October 2009 completed by Nolte Associates, Inc.

This report satisfies the requirements set forth by the El Paso County Land Development Code Section 8.4.7.B (Water Supply Standards-Water Resource Report) and 8.4.8.D (Wastewater Disposal-Public System).

SUMMARY OF PROPOSED SUBDIVISION

CLAREMONT BUSINESS PARK FILING NO. 1C is located in the Northeast ¼ of the Northeast ¼ of Section 8, Township 14 South, Range 65 West of the 6th P.M. in El Paso County, Colorado. The site is bordered to the southeast by U.S. Highway 24 and to the northwest by Meadowbrook Parkway, to the southwest by Woolsey Heights and to the north by a vacant parcel of land known as Tract C of “Claremont Business Park Fil. No. 2”.

The proposed principal use for the site will be neighborhood commercial and light industrial. The parcel is zoned by El Paso County for commercial service as CS. The site consists of 2.988 acres in which is presently undeveloped.

CLAREMONT BUSINESS PARK FILING NO. 1C is within the Cherokee Metropolitan District boundary. The proposed site was previously platted as Lot 2 of “Claremont Business Park Filing No. 1A”, and a portion of Tract C of “Claremont Business Park Filing No. 2”. A finding of sufficiency for this subdivision was already granted with the recording of the two specified final plats.

SUFFICIENT QUANTITY, QUALITY, & DEPENDABILITY OF WATER

The subject property was previously noted in the Nolte Report as Claremont Business Park Filing No. 2, as a portion of Tract C and Lots 2A and 2B of Filing No. 1, which was planned to be replatted as Claremont Business Park Filing No. 3. The current subject property is being re-platted into (2) two commercial / light industrial developments and shall be known as “CLAREMONT BUSINESS PARK FILING NO. 1C”. The finding of sufficiency for quality, quantity & dependability has already been granted, however the Claremont Business Park Fil. No. 3 final plat never recorded to date. This report now takes a small portion of Tract C and Lots 2A and 2B as a revision to the previous report, and proposes to re-plate subject property into (2) two commercial / light industrial developments. The paragraph below compares the differences of the CBP Fil. No. 3 conditions to the proposed conditions.

COMPARISON TO PREVIOUS REPORTS

The filing No. 3 report was for a total of 16.5 Acres and a total of 10 lots. The 10 lots were also intended for light industrial use. This report revises the 16.5 acres to 2.988 acres with 2 lots. The water calculation for Filing No. 3 assumed 0.1 gpd per square foot of developed space which totaled 87,712 square feet, and 9.825 AC-FT per year total demand. The proposed project intends for a total of 20,000 square feet (including irrigation), and 0.63 AC-FT per year to demand, (per Cherokee Metro Commitment Letter dated 02-11-2020). Therefore, the total amount of water demand for the current proposed condition is less than what was previously intended. See table below for a direct comparison.

	Acreage	# Lots	Square Foot	Total Demand
Claremont Bus. Park Filing No.3 Old	16.5 AC	10	87,712 SF	9.825 AF/YR
CBP Filing No. 1C – Proposed (including irrigation)	2.988 AC	2	20,000 SF	0.63 AF/YR

WASTEWATER SERVICE

The wastewater system for the proposed subdivision is consistent with the previous reports and existing infrastructure installed. The Cherokee Metropolitan District will continue to treat wastewater within their service boundary. The proposed site will utilize the EX 8” PVC main and the existing wastewater service main and install (1) 4” PVC service line connecting to the existing 8” PVC main. See “Nolte Report” attached herewith for additional information.

CONCLUSION

Per the table above, the proposed 0.63 AF/FT is an acceptable allowed water demand being granted by the previous report. $(9.825) - (0.63) = 9.195$ AF / year, remaining water demand after acceptance by this report. This report is supplemental to the previous report “Water/Wastewater Report for Claremont Business Park Filing No. 3” The report is attached herewith, and should be considered a part of this report for it’s intended purpose, findings and conclusions for the same property.

APPENDIX

NOLTE REPORT



NOLTE

BEYOND ENGINEERING

WATER/WASTEWATER REPORT CLAREMONT BUSINESS PARK FILING 3

Purpose for Water/Wastewater Report:

Claremont Filing 3 is within the Claremont Business Park. The Water and Wastewater Report is to show that the proposed water supply is sufficient in terms of quality, quantity, and dependability for the proposed development. The Report also discusses wastewater amounts. This Report is to supplement the "Master Water Resources Report and Wastewater Report for Claremont Business Park, Filing No. 2", dated January 2006 completed by Matrix Design Group.

**Hammers Construction, Inc.
1411 Woolsey Heights
Colorado Springs, CO 80915**

Prepared by:

**Nolte Associates, Inc.
1975 Research Blvd., Ste. 165
Colorado Springs, Colorado 80920
(719) 268-8500**

Nolte Project No. CSB018950

OCTOBER 2009

VERSION # 1
DATE 10-15-09

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A. General Location and Description

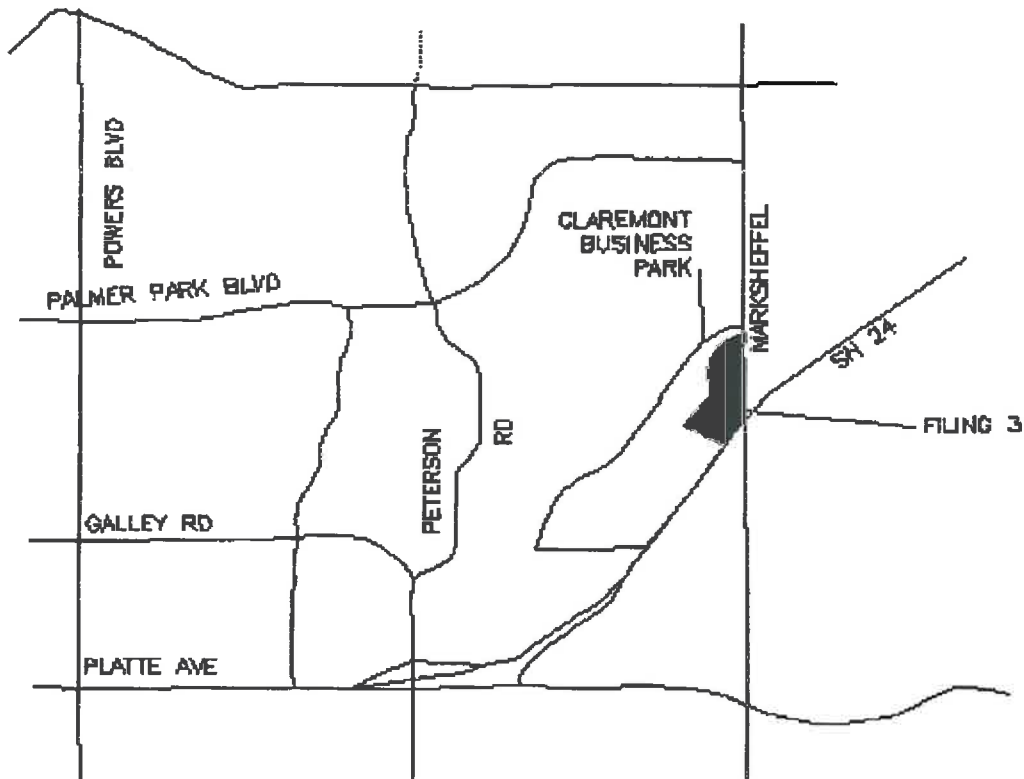
Location

The Claremont Business Park is located in the northeast one-quarter of Section 8 and the southeast one-quarter of Section 5, Township 14 South, Range 65 West of the 6th Principal Meridian in El Paso County, CO. The business park is an approximate 92 acre development comprised of Filings 2 Filings.

Currently, within Claremont Business Park, Tract C of Filing 2 and Lots 2A and 2B of Filing 1, are being re-platted to form Filing 3. Filing 3 will be comprised of 11 lots. For reference in this Report, discussions of Filing 1 and 2 will include the portions of the newly re-platted Filing 3. Any discussions of Filing 3 in previous reports include portions of originally delineated Filing 1 and 2.

Filing 3 of the Claremont Business Park is located west of the intersection at Marksheffel Road and State Highway 24. All of Claremont Business Park is located within the Cherokee Metropolitan District (CMD) Municipal Service Area. See Appendix D for a service area map.

A vicinity map for Filing 3 of Claremont Business Park, along with the entire Claremont Business Park boundary is shown below.



Description of Property

The Filing 3 site consists of approximately 16.5 acres of currently overlot graded land, and is zoned PBD. There will be a total of 10 lots within Filing 3, with 1 unit per lot. Land use for Filing 3, just as for the entire Claremont Business Park, will be light industrial. Filing 3 will be constructed in 2 separate phases, of which only the water supply will be affected. The proposed water main within Phase 1 will be constructed beginning at the north end of Woolsey Heights, running south for approximately 280 feet where a stub will be installed. The remaining water lines within Filing 3 will be constructed with Phase 2 of Filing 3.

B. Water Supply and Demand

Water Supply

As stated within the "Master Water Resources Report and Wastewater Report for Claremont Business Park, Filing No.2", the Cherokee Metropolitan District has agreed to supply water and sanitary sewer service to all of Claremont Business Park. As a result, the Cherokee Metropolitan District will supply water to the proposed Filing 3 Lots. The District traditionally obtains its water through relatively shallow groundwater wells that access the Upper Black Squirrel Creek designated Groundwater Basin.

In October of 2006, Hammers Construction, Inc., contracted with PLW Inc. ("Preisser") to purchase 58.0 acre feet of water out of 200.00 acre feet of water known as the Kane Water Right. Cherokee Metropolitan District has assumed Right of the water and will service the entire Claremont Business Park Development as stated in that contract.

Water Demands

Water demands for Filings 1 and 2 have previously been calculated in the "Master Water Resources Report and Wastewater Report for Claremont Business Park, Filing No.2". This report was issued prior to the redistribution of lots and the re-platting of Filing 3. Because of this, the calculations for Filing 3 have been conducted in a similar fashion to those calculations found in the above mentioned Report completed by Matrix.

The water calculations assumed a commercial and industrial demand rate of 0.1 gpd per each square foot of developed space per the 2000 El Paso County Land Development Code. The total developed space within Filing 3 was 87,712 square feet. Therefore, the total water demand for the Filing 3 development is 9.825 AC-FT per year. These calculations can be found in Appendix C.

Fire Service

Previously, Fire Flow modeling had been conducted by Cherokee Metropolitan District. Based on the District, fire flow rates in this development are approximately 2,500 – 3,000 gallons per minute can be provided throughout the business park. Minimum residual pressure needed within the system is expected to be 20 psi. Fire hydrants have been constructed throughout the development, and are proposed within Filing 3 of the business park. Maximum spacing on the hydrants has been kept to 350

feet. Per Cherokee Metropolitan District standards, velocities should be no greater than 10 feet per second. As a continuation of the previous development within the business park, a 12-inch water main is to be constructed with the design of Filing 3. The Falcon Fire District has provided protection for this area of development. This report is in full compliance with the Cherokee Metropolitan Districts and Falcon Fire District's Standards and does not request any waivers from criteria.

Water System Materials

C900 plastic pipe will be used for the proposed improvements to the water system. Twelve inch C900 mains will be used throughout Filing 3, which is consistent with what has previously been designed and constructed throughout the business park.

C. Wastewater Service and Loading

Existing Wastewater System

As stated within the "Master Water Resources Report and Wastewater Report for Claremont Business Park, Filing No.2", the Cherokee Metropolitan District sanitary sewer system has the capacity to accept flows from the entire build out of the business park which includes Filing 3. Newly constructed sanitary sewer pipe shall be 8" PVC SDR-35. Cherokee Metropolitan District currently treats wastewater by an aerated lagoon system which treats the water and discharges to the East Fork of Sand Creek.

Collection and Treatment

The Filing 3 site generally slopes from north to south. All sanitary sewer lines within the Filing will be conveyed by gravity flow. Wastewater from the site will collect in a series of 8" PVC pipelines through the site, eventually concentrating all Filing 3 flows and contributing to the District's interceptor sewer line that runs along the south side of the East Fork of Sand Creek channel and continue through the Cherokee Metropolitan Districts system. As stated within Section 3.2 of the "Master Water Resources Report and Wastewater Report for Claremont Business Park, Filing No.2", the interceptor line has the capacity to accept the sanitary sewer loading from the entire business park. Sanitary sewer flows for Filing 3 were calculated in accordance with CMD standards; it is assumed that 85 percent of domestic water will be returned as sanitary flow. For Filing 3, the calculated sanitary sewer demand is 8.35 AC-FT per year. For calculations refer to Appendix C.

D. Conclusions

Previously mentioned Reports and the Water and Sewer agreement between Cherokee Metropolitan District and Claremont Development, Inc. have been completed. From these sources, it has been determined that the entire Claremont Business Park will be provided water and sanitary services from Cherokee Metropolitan District. This Report is in regards to Filing 3 and is to be a supplement to previously mentioned Reports and agreements. The water agreement between Cherokee Metropolitan District and Claremont Development from 2006 as well as agreement that includes a credit of one additional lot available is included in Appendix A.

E. References

1. Master Water Resources Report and Wastewater Report ofr Claremont Business Park, Filing No. 2. Matrix Design Group, Inc., January 2006.
2. Cherokee Metropolitan District Water Conservation Plan. Board of Directors, Cherokee Metropolitan District, October 2007.

APPENDIX A

**WATER AND SEWER SERVICE AGREEMENT
BETWEEN
CHEROKEE METROPOLITAN DISTRICT
AND
CLAREMONT DEVELOPMENT, INC.**

This agreement is effective October _____, 2006, between Cherokee Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado whose address is 6250 Palmer Park Blvd., Colorado Springs, Colorado 80915 ("Cherokee"); and, Claremont Development, Inc., located at 3460 Capital Drive, Colorado Springs, Colorado 80915 ("Claremont").

RECITALS

WHEREAS, Claremont is the owner and developer of 60.14 acres of real property located in El Paso County Colorado that is being subdivided into 54 commercial lots to be known as Claremont Business Park, Filings No. 2 and No. 3 (the "Business Park"). A location map and the legal description of the Business Park are attached as Exhibit A.

WHEREAS, based upon the estimates provided to Cherokee by Claremont, the parties anticipate that the Business Park requires 58.0 acre feet of water supply to satisfy the water use demands for the property and the water supply requirements of the County and others.

WHEREAS, Claremont obtained a commitment to provide water and sewer service to the Business Park from Cherokee and has made or has committed to make all infrastructure improvements required by Cherokee for the provision of water and sewer service.

WHEREAS, Cherokee's delays in providing water service to the Business Park were through no fault of its own and resulted from an adverse determination to Cherokee of a lawsuit with the State of Colorado and the Upper Black Squirrel Groundwater Management District in Case No. 98CW80, District Court, Water Division No. 2.

WHEREAS, Cherokee has implemented Resolution No. 2006-6 which imposes a Water Development Charge of \$6,300.00 per single family equivalent unit ("SFE") which is based upon the average water use of 0.42 acre feet of water per year utilizing a ¾" tap. The Water Development Charge is assessed on all developments seeking water service from Cherokee and payable upon the application for a water tap. The purpose of the Water Development Charge is to insure that all water users obtaining water service from Cherokee will provide to Cherokee the amount of water equivalent to their water demands. Additionally, Resolution No. 2006-6 authorizes the Cherokee Manager to adopt rules and regulations determining the equivalency of an SFE and the Water Development Charge to commercial taps. A commercial tap schedule applicable to the Business Park is attached as Exhibit B. Exhibit B reflects the agreed upon Water Development Charge for each individual commercial lot in the Business Park based on lot square footage, building square footage and the maximum number of fixtures available for each lot.

WHEREAS, in an effort to obtain water to serve the Business Park, Claremont has contracted with PLW, Inc. ("Preisser") to purchase 58.0 acre feet of water (the "Water Rights") out of 200 acre feet of water known as the Kane Water Right. The Kane Water Right is a right to 200 acre feet of water annually from groundwater rights decreed to the Sweetwater Development Corporation in Case No. 53483, District Court, Pueblo County entered April 28, 1972.

WHEREAS, the Water Right has been approved by the Colorado State Engineer as a legally sufficient supply for the Business Park. Cherokee has resolved outstanding issues with Preisser regarding any obligation Cherokee may have had regarding the Water Right, conditions precedent on Preisser regarding Cherokee's acceptance of the Water Right, and other disputed issues between Cherokee and Preisser in the Agreement dated October ____, 2006 (the "Cherokee-Preisser Contract").

WHEREAS, the Water Rights are accepted by Cherokee, subject to the terms of the Cherokee-Preisser Contract and this Agreement, as a valid water source sufficient to meet the obligations and needs of the Business Park. Cherokee agrees and accepts the obligation to deliver water for the benefit of the Business Park.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Conditions Precedent.

A. Cherokee's obligations to accept, treat and deliver the Water Rights as provided herein, are expressly contingent upon: (1) the full performance by Rodney Preisser and all parties of all contractual and other obligations as expressed in the Cherokee-Preisser contract; (2) the acceptance by El Paso County of the Water Right as a valid and sufficient legal and physical supply of water for the Business Park; and, (3) full compliance by Claremont and Business Park owners with all of Cherokee's policies, rules and regulations of general applicability throughout the District, as they now exist, and as they may be amended or adopted from time to time.

B. Cherokee will be the direct grantee from Preisser of title to the Water Rights. Title to the Water Rights, must be conveyed as provided in the Cherokee-Preisser Contract.

II. Water and Sewer Service to the Business Park to be Provided by Cherokee

A. Subject to the terms and conditions of this Agreement, Cherokee irrevocably commits to pump, treat and deliver to the Business Park the water obtained from the Water Right through its water treatment and delivery system. Cherokee shall have no obligation to supply water service to the Business Park in excess of 58.0 acre feet per year.

1. Cherokee will charge and collect all fees, rates, tolls and Water Development Charges for water service to the Business Park in accordance with Cherokee's policies, rules and regulations, as now exist, and as may be amended or adopted from time to time. Cherokee will assess the Water Development Charge in accordance with Exhibit C to each lot within the Business Park based upon the square footage of the lot and building and fixture count. If any Business Park owner at any time in the future creates a use which exceeds the original number of allocated fixtures to the lot or whose use exceeds the average water use estimate upon which the Water Development Charge is based, then Cherokee may assess an additional Water Development Charge, based upon the then existing Water Development Charge, to the water user at that time. Any future water user who uses less water than estimated at the time of application for a tap, shall not be entitled to any refund of the Water Development Charge.

2. Claremont has paid Preisser the sum of \$870,000.00 to purchase the Water Rights. The parties intend that Claremont will be repaid the cost of purchase of the Water Right in accordance with the terms and conditions of this Agreement. At such time as Cherokee is paid the Water Development Charge by the applicants for water taps within the Business Park development, Cherokee within 30 days of receipt of such payment, shall remit the full amount of such Water Development Charges received by Cherokee to Claremont until such time as the \$870,000.00 is remitted in full or until the expiration of 10 years from the date of execution of this Agreement as provided below. No interest shall accrue to Claremont's benefit on said sums. With the exception of the payment to Claremont of the Water Development Charges collected by Cherokee for water taps issued within the Business Park, Cherokee shall retain all water and sewer tap fees, or other fees or charges, collected by Cherokee for utility services provided to users within the Business Park. Cherokee shall have no obligation to remit to Claremont the Water Development Charges collected from users within the Business Park more than 10 years after the date of execution of this Agreement and all such proceeds collected more than 10 years after the date of execution of this Agreement shall be retained by Cherokee. Upon full payment of the \$870,000.00 or after 10 years from the date of execution of this Agreement, Claremont shall provide a letter of satisfaction of this section to Cherokee stating Cherokee has fulfilled its obligations hereunder.

3. The parties acknowledge and agree that the 58.0 acre feet of estimated water demand for the Business Park is based upon the best information available to the parties at the time of execution of this Agreement but that future development of the property may involve more intensive water demands than estimated. In the event that applicants for water taps within the Business Park include a water use that is in excess of the estimated requirements upon which the 58.0 acre feet demand was premised, then as a condition precedent to supplying additional water to the Business Park, at Cherokee's discretion and subject to Cherokee's future approval of any such water source, Claremont and or the lot owner within the Business Park will provide Cherokee with sufficient water to meet the full water demands of the Business Park. The parties further agree that, in the event the Business Park, at full build-out does not fully use the 58.0 acre feet of water, any excess shall accrue to Cherokee without any repayment obligation as provided above.

4. Cherokee agrees that the Water Right will be dedicated solely for the purpose of delivery to the Business Park. The Parties understand and acknowledge that the Water Right is commingled at the Sweetwater Well Field with other Cherokee water sources and that the water service actually delivered to the Business Park will not consist 100% of the actual physical water withdrawn from the Water Right.

B. Cherokee will provide sewer service to the Business Park through its sewer collection and treatment system.

C. In exchange for pre-delivery water treatment services and sewage water treatment, Cherokee shall charge, collect and retain all water user fees from use of the Water Right with no obligation to the Business Park or Claremont.

D. Unless otherwise provided herein, all property within the Business Park shall be subject to the Rules, Regulations and policies of Cherokee that are generally applicable to its customers and no special rules or conditions shall be placed upon the Business Park that are not generally applicable throughout Cherokee's boundaries and/or service area.

III. Public Infrastructure Improvements: Conditional Acceptance

Claremont has or will construct and pay for the water delivery and distribution system improvements and the wastewater collection lines and improvements as necessary to provide services to the Business Park. Subject to the warranty obligations as set forth in Cherokee's Rules and Regulations, and subject to Claremont's maintenance and other obligations during the warranty period, Cherokee will accept all public infrastructure improvements required of Claremont for water and sewer service to be provided to the Business Park. At such time as the warranty period expires, and Cherokee accepts the public infrastructure improvements, Claremont shall convey good title for the improvements to Cherokee, free and clear of all liens and encumbrances. Cherokee will release Claremont, its contractors and assigns from all bonds, warranty or other obligations with regard to the improvements. All infrastructure improvements, once accepted by Cherokee and conveyed to Cherokee by Claremont, shall become the property of Cherokee and shall be maintained and operated by Cherokee.

IV. General Provisions

A. Waiver of all claims. In consideration for Cherokee's acceptance, treatment and delivery of the Water Rights for Claremont to the Business Park, and the other mutual promises set forth in this Agreement, Claremont agrees that Cherokee has fulfilled all of its obligations, to the extent such obligations existed, under any and all commitments to provide water service to the Business Park. Claremont agrees, for itself and its successors in interest to all or any part of the Business Park property, that Cherokee has no other obligations to Claremont or the Business Park, other than as set forth herein and Claremont and its successors expressly waive any and all claims or liabilities that they have or may have, now or in the future, against Cherokee related to any commitment to provide water and/or other utility service to the Business Park property. This

waiver provision shall not be subject to cancellation, termination, reformation or being voided pursuant to III.C. below, and all waivers expressed herein are final and not modifiable.

B. The parties have entered into this Agreement intending to secure all necessary water and water service for the development and operation of the Business Park. To the extent any decision or ruling of any governmental unit, court or administrative agency with regard to Claremont, the Kane Water Right, the Sweetwater Well Field, Cherokee Metropolitan District, Upper Black Squirrel Creek Ground Water Management Subdistrict or any other right, obligation, status or requirement will or is likely to frustrate the parties' purposes, this Agreement may be reformed by a court in equity.

C. Covenant Running with the land. This Agreement shall be recorded in the real property records of El Paso County and shall constitute a covenant running with the title of the Business Park, and shall be binding upon all of the successors and assigns of the Business Park. Claremont shall be released from all rights and obligations hereunder upon payment in full of the obligation described in Section II.A.(2).

D. Liability of the Districts. Cherokee shall not be liable for any losses or damages resulting from the inability of Cherokee to supply water or wastewater services due to governmental regulations, statutes or orders imposed or that become the subject of enforcement after the date of this agreement, electrical or other power failures, temporary shut down due to repairs, maintenance, construction, alterations, acts of God, or other occurrences beyond the direct control of Cherokee, or resulting from the lack of availability of capacity of Cherokee's facilities. Cherokee may impose water usage restrictions and wastewater discharge restrictions as necessary, so long as Cherokee does so on an equitable or *pro rata* basis to all users for the type of service being restricted.

E. Provision of Service. All water and wastewater service for the Business Park shall be subject to the rules, regulations, policies and resolutions promulgated by Cherokee from time to time. Cherokee shall not be obligated to provide any utility service if Claremont or its successors in interest to all or any part of the Business Park property are not in compliance with this Agreement.

F. Default/Remedies. A party shall be in default hereunder in the event it fails to perform its obligations as required hereunder, and if such noncompliance is not cured within 15 days after written notice by the other party of the nature of the alleged noncompliance. In the event of default, the non-defaulting party shall have all remedies available under Colorado law, including that Cherokee shall have the right to injunctive relief and specific performance in order to require Claremont or its successors to perform their obligations under this Agreement.

G. Right to Cure. Cherokee shall have the right, but not the obligation, to cure any default by Claremont or its successors under this Agreement and to recover from the Claremont or its successors Cherokee's costs and expenses in curing such default and in performing Claremont's obligations.

H. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All negotiations, considerations, representations and understandings between the parties are incorporated and merged herein. This Inclusion Agreement may be modified or altered only by the parties' written agreement.

I. Severability. Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this Agreement so long as the general purpose of this agreement remains unaffected.

J. Attorney's Fees. In the event of any dispute between the parties concerning this Agreement or in the event of any action to enforce this Agreement or to collect damages on account of any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other party, all costs and expenses, including reasonable attorney's fees, incurred in such litigation as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action.

K. Time is of the Essence. Time is of the essence in the performance of the parties obligations hereunder.

L. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Proper venue for any action regarding this Agreement shall be in the District Court of El Paso County, Colorado.

M. No Third Party Beneficiary. This Agreement shall be for the sole benefit of the parties hereto, and no other party is entitled to have any rights or benefits by reason of this Agreement as a third party beneficiary or otherwise.

N. Survival of Provision. The terms and provisions of this Agreement shall be deemed to survive the closing of this transaction.

O. Nature of Work. All work to be performed by Claremont under the terms of this Agreement shall be performed using quality materials and shall be performed in a workmanlike manner in compliance with the rules, regulations, specifications, policies and requirements of Cherokee. Compliance with such specifications and requirements shall be determined in accordance with Cherokee's standards procedures.

Cherokee Metropolitan District

By: _____
Ted Schubert, President

ACKNOWLEDGMENT

This Agreement was executed before me this ___ day of October, 2006 by Ted Schubert, President of the Cherokee Metropolitan District.

Notary Public

Address

My Commission Expires

Claremont Development, Inc.,

By: _____

President

DAVE HAMMERS

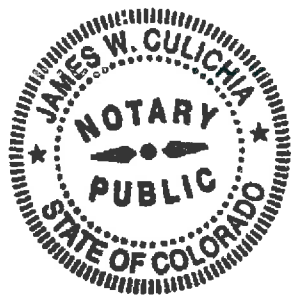
ACKNOWLEDGMENT

This Agreement was executed before me this 11th day of October, 2006 by DAVE HAMMERS
Secretary President of Claremont Development, Inc.

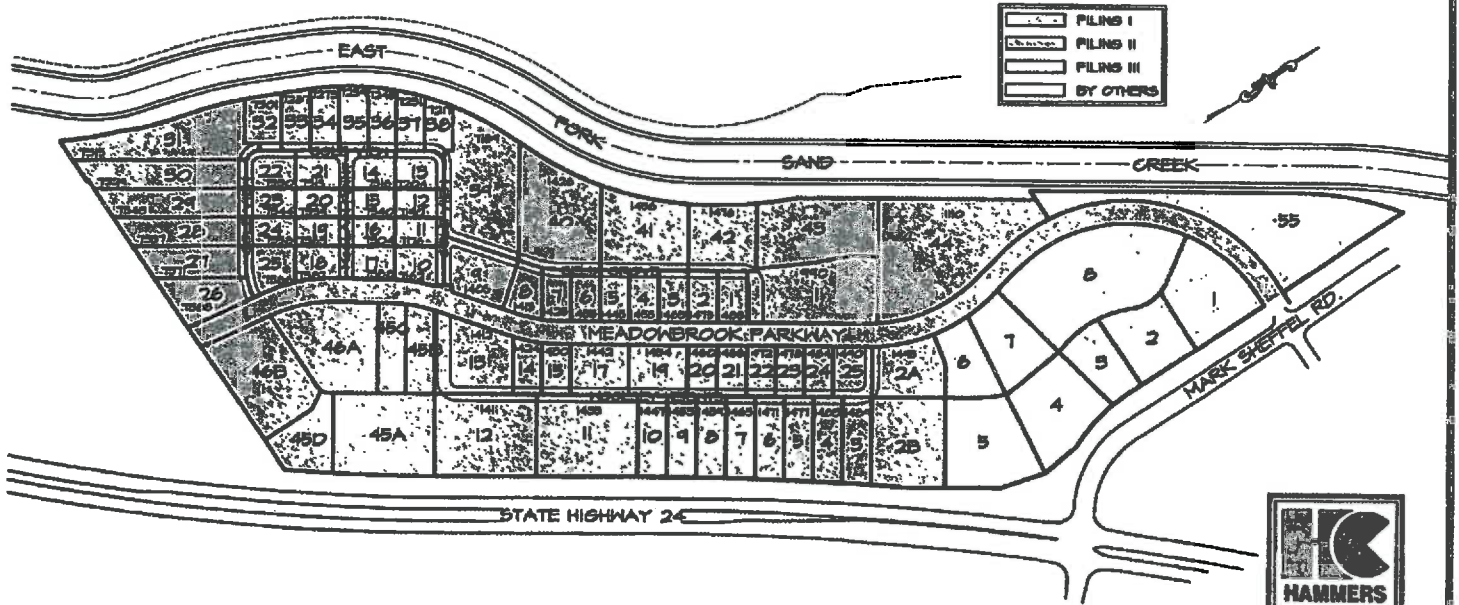
Notary Public

319 W. Weber
Address Colo. Springs CO 80903

6-27-10
My Commission Expires



CLAREMONT BUSINESS PARK



Phase Plan



**HAMMERS
CONSTRUCTION**
3400 Capital Drive
Colorado Springs, CO
80915-8710
DESIGN/BUILD
GENERAL CONTRACTORS
STEVE HAMMERS/BO 719-576-1800
PROJECTIONS 719-576-7008
PROFESSIONAL REGISTERED ARCHITECT/ENGINEER
SINCE 1987
SINCE 1987

NOLTE

BEYOND ENGINEERING

APPENDIX B

RESOLUTION # 06-04

A RESOLUTION ESTABLISHING A WATER DEVELOPMENT CHARGE FOR ALL NEW RESIDENTIAL AND COMMERCIAL CONSTRUCTION, TO BE PAID AT THE TIME A WATER TAP IS APPLIED FOR.

WHEREAS, the Cherokee Metropolitan District (the District) has analyzed its existing portfolio of water rights to determine the adequacy of those water rights to meet the physical and legal supply needs and requirements of its present and future customers; and

WHEREAS, the District has determined that its existing portfolio of water rights is not adequate to meet either the present or future needs of its customers; and

WHEREAS, the District derives no income from ad valorem or general fund taxes, rather it obtains all of its income from the sale of water and sewer services and water and sewer tap fees; and

WHEREAS, the District has determined that it must acquire additional water rights and to develop such rights into a legal and physical supply to service the needs of the District, both current and future; and

WHEREAS, the District has investigated the availability and costs of acquiring new water rights; and

WHEREAS, the District has the ability to establish a water development and acquisition charge, including the infrastructure costs associated with the acquisition and development of a water supply for its customers under the provisions of CRS 32-1-1001(j);

NOW, THEREFORE BE IT RESOLVED, that at a regular Board of Directors meeting, the Board of Directors hereby adopts this resolution, establishing a Water Development Charge, with an initial rate established at \$6,300.00 for each single family residence equivalent unit utilizing a ¾" tap and approximately 0.42 acre foot of diversions ("SFE"). The Water Development Charge shall be paid at the time application is made for a water tap. The Water Development Charge shall apply to all new water taps applied for after the date of passage of this Resolution, including all residential, commercial and industrial water taps. In circumstances where a user will divert or consume more or less water than is typically expected or experienced by the District, the Water Development Charge may be increased or decreased accordingly to reflect the larger or smaller diversion and/or consumption of water and use of the District's water resources. In addition, the Manager shall have the authority to adopt Rules and Regulations determining the equivalency of an SFE and the Water Development Charge to multi-family residential, commercial and industrial taps.

ADOPTED AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE CHEROKEE METROPOLITAN DISTRICT, AUGUST _____, 2006.

SEPTEMBER 12.

**EXHIBIT B TO WATER and SEWER SERVICE AGREEMENT
Claremont Business Park Filings No. 1, 2 and 3**

WATER DEVELOPMENT CHARGE REIMBURSEMENT SCHEDULE

					<u>Lot Size</u>				
					0-30,000	11,250			
					30,000-75,000	14,250			
					75,000-100,000	17,250			
					> 100,000	20,250			
					Retail	Various			
<u>Filing</u>	<u>Lot</u>	<u>S.F.</u>	<u>Bldg Size</u>	<u>Lot S.F.</u>	<u>Water Development Charge ("WDC")</u>	<u>Portion of WDC retained by CMD</u>	<u>Portion of WDC remitted to CDI by CMD</u>		
1	1	94,220							
1	2a	47,987	10,000	47,987	14,250	6,300	7,950		
1	2b	79,573	10,000	79,573	17,250	6,300	10,950		
1	3	30,149	5,000	30,149	14,250	6,300	7,950		
1	4	29,624	5,000	29,624	11,250	6,300	4,950		
1	5	29,186	5,000	29,186	11,250	6,300	4,950		
1	6	28,802	5,000	28,802	11,250	6,300	4,950		
1	7	28,569	5,000	28,569	11,250	6,300	4,950		
1	8	28,359	5,000	28,359	11,250	6,300	4,950		
1	9	28,298	5,000	28,298	11,250	6,300	4,950		
1	10	28,291			-		-		
1	11	99,216	20,000	99,216	17,250	6,300	10,950		
1	12	101,466			-		-		
1	13	67,065			-		-		
1	14	18,869	5,000	18,869	11,250	6,300	4,950		

1	15	17,693	5,000	17,693	11,250	6,300	4,950
1	16	17,600			-		-
1	17	17,600			-		-
1	18	17,600			-		-
1	19	17,600			-		-
1	20	17,600			-		-
1	21	17,600			-		-
1	22	17,600			-		-
1	23	17,600			-		-
1	24	17,600	5,000	17,600	11,250	6,300	4,950
1	25	<u>23,233</u>	5,000	<u>23,233</u>	11,250	6,300	4,950
					<u>175,500</u>	<u>88,200</u>	<u>87,300</u>

Final platting of Filing 1 is complete. Lots 10, 12, 13 and 16-23 have obtained water taps as of the date Cherokee's adoption of Resolution 2006-6 imposing the Water Development Charge, thus are not obligated to pay the Water Development Charge. Lots 1-9, 11, 14, 15, and 24, 25 shall pay the Water Development Charge at the time of application for a water tap. Pursuant to the Agreement, Cherokee shall retain a portion of the Water Development Charge and remit the balance to Claremont as provided in the above table.

Filing	Lot	Lot S.F.	Lot S.F.	Water Development Charge	
2	1	17,487	5,000	17,487	11,250
2	2	17,602	5,000	17,602	11,250
2	3	17,602	5,000	17,602	11,250
2	4	17,602	5,000	17,602	11,250
2	5	17,602	5,000	17,602	11,250
2	6	17,602	5,000	17,602	11,250
2	7	17,657	5,000	17,657	11,250
2	8	20,253	5,000	20,253	11,250
2	9	42,714	5,000	42,714	14,250

2	10	21,664	5,000	21,664	11,250
2	11	17,096	5,000	17,096	11,250
2	12	17,094	5,000	17,094	11,250
2	13	22,021	5,000	22,021	11,250
2	14	22,526	5,000	22,526	11,250
2	15	17,106	5,000	17,106	11,250
2	16	17,104	5,000	17,104	5,000
2	17	19,708	5,000	19,708	5,000
2	18	20,679	5,000	20,679	11,250
2	19	17,797	5,000	17,797	11,250
2	20	17,795	5,000	17,795	11,250
2	21	23,421	5,000	23,421	11,250
2	22	22,025	5,000	22,025	11,250
2	23	17,106	5,000	17,106	11,250
2	24	17,104	5,000	17,104	11,250
2	25	25,396	5,000	25,396	11,250
2	26	35,271	5,000	35,271	14,250
2	27	38,814	10,000	38,814	14,250
2	28	41,668	10,000	41,668	14,250
2	29	48,333	10,000	48,333	14,250
2	30	55,013	10,000	55,013	14,250
2	31	79,584	10,000	79,584	17,250
2	32	22,736	5,000	22,736	11,250
2	33	20,487	5,000	20,487	11,250
2	34	21,753	5,000	21,753	11,250
2	35	22,149	5,000	22,149	11,250
2	36	21,564	5,000	21,564	11,250

2	37	19,905	5,000	19,905	11,250
2	38	17,601	5,000	17,601	11,250
2	39	111,056	5,000	111,056	20,250
2	40	100,644	20,000	100,644	20,250
2	41	77,269	20,000	77,269	17,250
2	42	53,746	20,000	53,746	14,250
2	43	90,746			-
2	44	167,742	20,000	167,742	20,250
2	45A	101,228	5,000	101,228	20,250
2	45B	29,990	5,000	29,990	11,250
2	45C	31,146	5,000	31,146	14,250
2	45D	42,119	5,000	42,119	14,250
2	46A	90,837	5,000	90,837	17,250
2	46B	93,301	5,000	93,301	22,500
		<u>1,936,465</u>		<u>1,845,719</u>	

Filing	Lot	Lot S.F.	Lot S.F.	Water Development Charge
3	1	75,365	75,365	25,000
3	2	54,874	54,874	25,000
3	3	40,291	40,291	25,000
3	4	79,131	79,131	25,000
3	5	87,788	87,788	25,000
3	6	41,692	41,692	25,000
3	7	55,281	55,281	25,000
3	8	<u>163,309</u>	<u>163,309</u>	<u>35,000</u>
		<u>597,731</u>	<u>597,731</u>	
) Total		<u>3,473,196</u>	<u>2,950,608</u>	

Notes:

1. Except as provided in this Schedule, all lots in Filings 2 and 3 shall pay the Water Development Charge to Cherokee at the time of application for a water tap pursuant to the above schedule. Pursuant to the Agreement, Cherokee shall remit the full amount of the collected Water Development Charge to Claremont as provided in the above table and as provided in the Agreement, until such time as Cherokee's remittance obligation has ceased.

2. Pursuant to the Agreement, Cherokee's total remittance of the Water Development Charge for Claremont Business Park Filings No. 1, 2 and 3 terminates upon payment of the sum of \$870,000.00 or 10 years from the date of execution of the Agreement. The Water Development Charge itemized above is based upon Cherokee's current charge as adopted in the September, 2006 Resolution No. 2006-6. Nothing in the Agreement or this Schedule shall preclude Cherokee from raising the base Water Development Charge in the future in Cherokee's regular course of business. In the event of an increase in the Water Development Charge by Cherokee, then the figures stated in the above table will be increased by the same percentage as Cherokee has increased its base Water Development Charge.



Kip Petersen, General Manager

CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd. Colorado Springs, CO 80915-1721
Telephone: (719) 597-5080 FAX: (719) 597-5145

October 20, 2006

Mr. Dave Hammers,
Hammers Construction
3460 Capital Drive
Colorado Springs, CO 80915-9710

RE: Water Acquisition Fee

Dear Dave;

This letter is to provide you with formal notification that on September 20, 2006, the Board of Directors of the Cherokee Metropolitan District adopted Resolution #06-06. The Resolution, which I have also attached for your review, authorized the District to begin imposing a Water Acquisition Charge for each tap issued within the District.

The Water Acquisition Charge is not a set charge, but is based upon the type of development which is being created. The base charge for a residential tap is set at \$6,300. For all other types of development, such as commercial, industrial or multi-family, the charge will be determined and set, by myself, as the General Manager and will be based upon the amount of water anticipated to be used.


Once you've reviewed the enclosed information, should you have any questions, as always, please feel free to call upon me.

Best regards

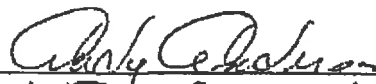
A handwritten signature in black ink that reads "Kip Petersen". The signature is written in a cursive style with a large, stylized initial "K".

Kip Petersen
General Manager

SIGNED:


Ted Schubert, Chairman of the Board

ATTEST:


Andy Anderson, Secretary to the Board

APPENDIX C

Claremont Buss. Park Fl/3

SUBJECT

CSB018950

JOB NO.

10/17/08

DATE

RCS

DESIGNED BY

EAS

CHECKED BY

NOLTE

Water Demand

11 Lots total = 87,712 SF

Water Demand

$$(0.1 \text{ gal/SF}) (87,712 \text{ SF}) = 8,771.2 \text{ gal Required}$$

Demand in AF

$$(8,771.2 \text{ gal}) \left(\frac{1 \text{ FT}^3}{7.48 \text{ gal}} \right) \left(\frac{1 \text{ AF}}{43,560 \text{ FT}^3} \right) \left(\frac{365 \text{ d}}{1 \text{ YR}} \right) = \boxed{9.825 \text{ AF Annually}}$$

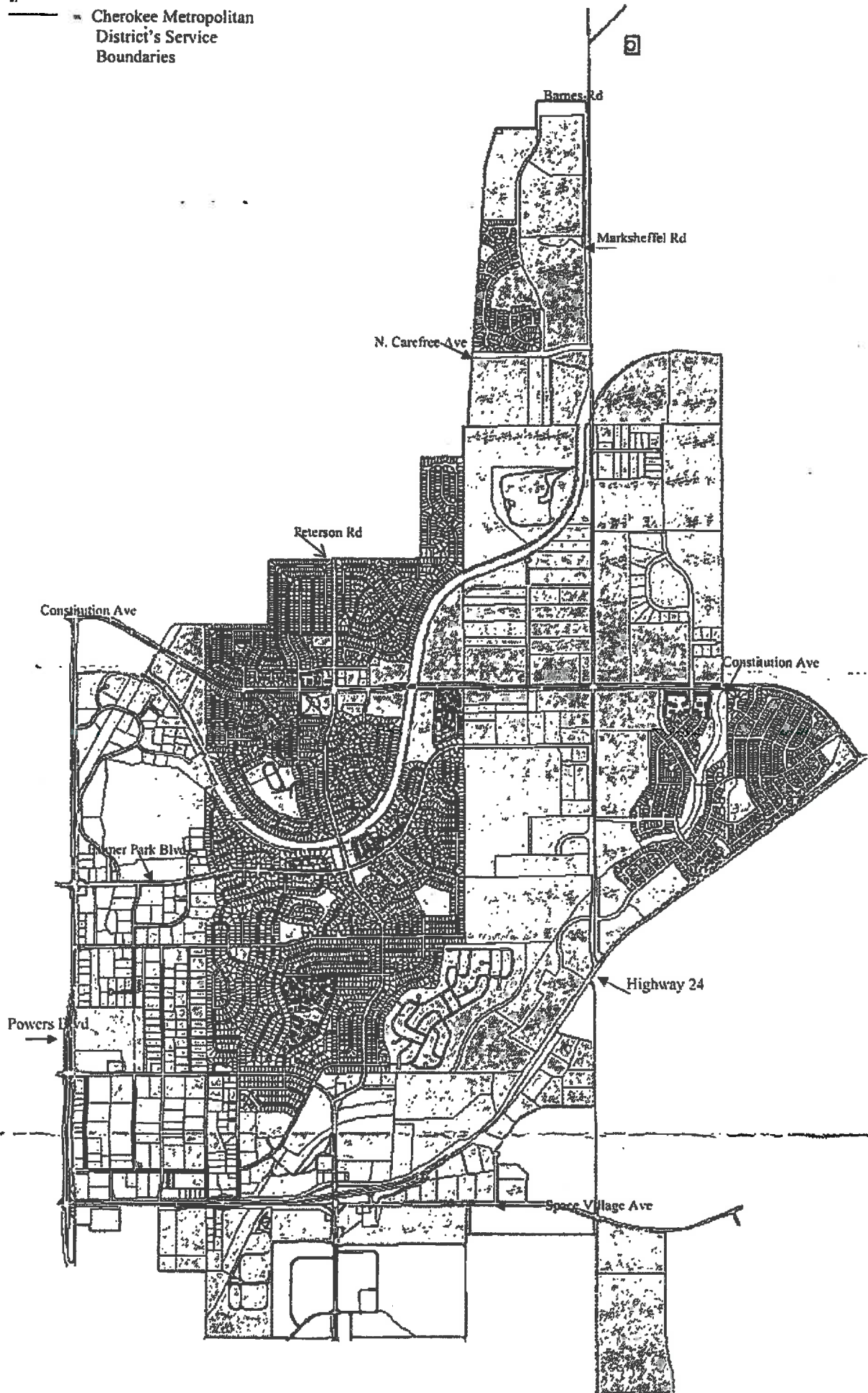
Sanitary Demand

- Assume 8.5% Dem. Water Return

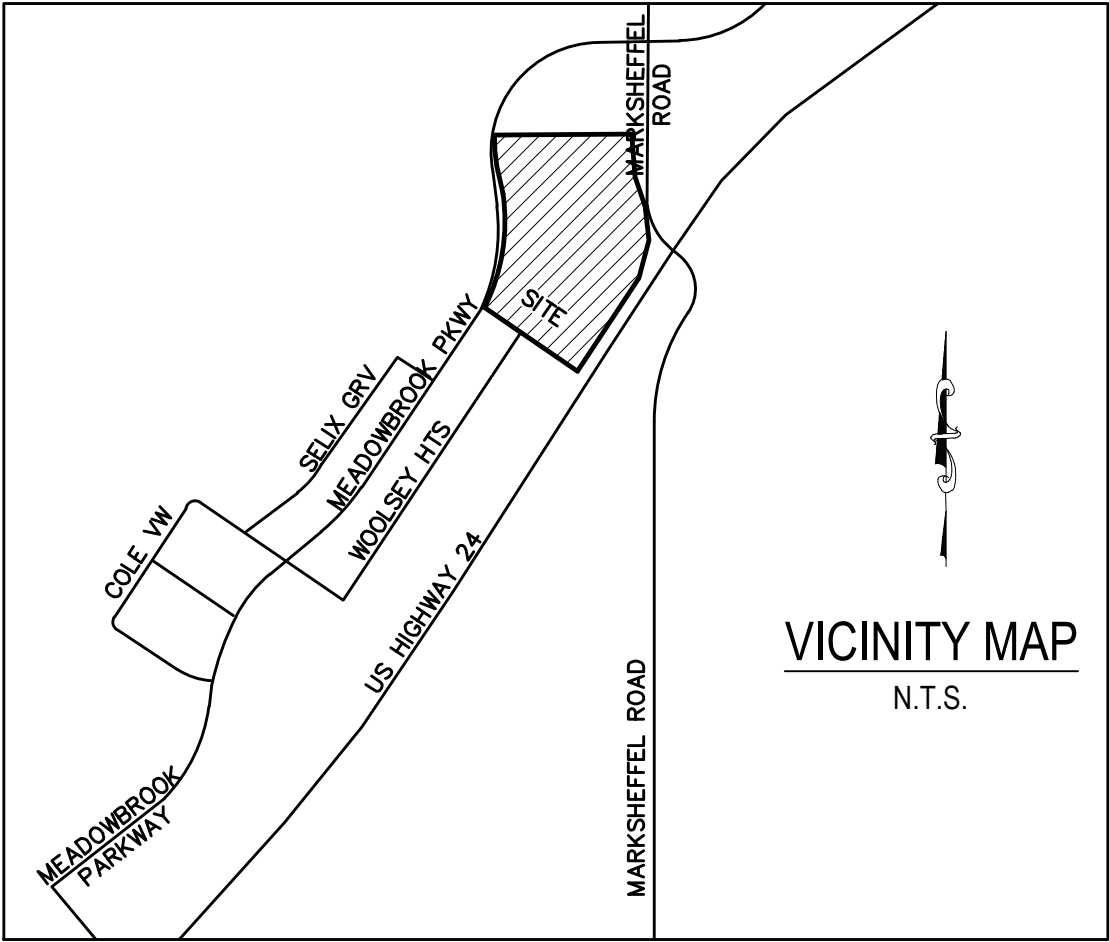
$$(9.825 \text{ AF/YR}) (0.85) = \boxed{8.35 \text{ AF Annually}}$$

APPENDIX D

Cherokee Metropolitan District's Service Boundaries



VICINITY MAP



VICINITY MAP

N.T.S.

INTENT TO SERVE LETTER



CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd., Colorado Springs, CO 80915-2842

Telephone: (719) 597-5080 Fax: (719) 597-5145

April 30th, 2020
Steve Hammers
President
Hammers Construction
1411 Woolsey Heights
Colorado Springs, CO 80915

*Sent via email: SHammers@hammersconstruction.com
Original to follow by US Mail*

Re: Water and Sewer Service to **Lot 1 Filing 1C**
Commitment Letter No. **2020-05 (Revised from 2020-03)**

Dear Steve Hammers,

As requested, this document will serve as a formal Letter of Commitment from the Cherokee Metropolitan District to provide municipal water and sewer services for Lot 1 Filing 1C located at **1495 Woolsey Heights**. The proposed location for this development is located within the District's established boundaries and therefore is eligible for service connections from the District.

Cherokee Metropolitan District staff, along with the developer, have determined that the following will be the total water demand required by this occupancy:

Type of Use	Demand (AF/yr)
Domestic	0.25
Irrigation	0.07
Total	0.32

This commitment is a revision of a previous commitment (Letter 2020-03) which committed water to two planned structures on a single lot, at that time Filing 1A Lot 2. This commitment represents the portion of that original commitment assigned to the northwestern of the two lots. This water is taken from the District's noncommitted water balance and is not encumbered by any Cherokee Water LLC obligations.

This water commitment is hereby made exclusively for this specific development project at this site within the District. To confirm this commitment you must provide the District with a copy of the final plat approval from El Paso County Development Services within 12 months of the date of this letter. Otherwise, the District may use this allocation for other developments requesting a water commitment.

If the subject project is re-platted, you must submit a new commitment request prior to submitting the re-plat to El Paso County, which may result in a recalculation of the water demand for the project.

If I may be of further assistance please contact me at your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amy Lathen", is written over a horizontal line.

Amy Lathen
General Manager

Cc: Peter Johnson; Water Counsel w/ encl: sent via email
Steve Hasbrouck; Board President w/ encl: sent via email
Kevin Brown; Jr. Engineer



CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd., Colorado Springs, CO 80915-2842

Telephone: (719) 597-5080 Fax: (719) 597-5145

April 30th, 2020
Steve Hammers
President
Hammers Construction
1411 Woolsey Heights
Colorado Springs, CO 80915

*Sent via email: SHammers@hammersconstruction.com
Original to follow by US Mail*

Re: Water and Sewer Service to **Lot 2 Filing 1C**
Commitment Letter No. **2020-06 (Revised from 2020-03)**

Dear Steve Hammers,

As requested, this document will serve as a formal Letter of Commitment from the Cherokee Metropolitan District to provide municipal water and sewer services for Lot 2 Filing 1C located at **1491 Woolsey Heights**. The proposed location for this development is located within the District's established boundaries and therefore is eligible for service connections from the District.

Cherokee Metropolitan District staff, along with the developer, have determined that the following will be the total water demand required by this occupancy:

Type of Use	Demand (AF/yr)
Domestic	0.25
Irrigation	0.07
Total	0.32

This commitment is a revision of a previous commitment (Letter 2020-03) which committed water to two planned structures on a single lot, at that time Filing 1A Lot 2. This commitment represents the portion of that original commitment assigned to the southeastern of the two lots. This water is taken from the District's noncommitted water balance and is not encumbered by any Cherokee Water LLC obligations.

This water commitment is hereby made exclusively for this specific development project at this site within the District. To confirm this commitment you must provide the District with a copy of the final plat approval from El Paso County Development Services within 12 months of the date of this letter. Otherwise, the District may use this allocation for other developments requesting a water commitment.

If the subject project is re-platted, you must submit a new commitment request prior to submitting the re-plat to El Paso County, which may result in a recalculation of the water demand for the project.

If I may be of further assistance please contact me at your convenience.

Sincerely,

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Amy Lathen
General Manager

Cc: Peter Johnson; Water Counsel w/ encl: sent via email
Steve Hasbrouck; Board President w/ encl: sent via email
Kevin Brown; Jr. Engineer

2019 CONSUMER WATER QUALITY REPORT

CHEROKEE MD 2019 Drinking Water Quality Report For Calendar Year 2018

Public Water System ID: CO0121125

Esta es información importante. Si no la pueden leer, necesitan que alguien se la traduzca.

We are pleased to present to you this year's water quality report. Our constant goal is to provide you with a safe and dependable supply of drinking water. Please contact JONATHON SMITH at 719-597-5080 with any questions or for public participation opportunities that may affect water quality.

General Information

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (1-800-426-4791) or by visiting <http://water.epa.gov/drink/contaminants>.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV-AIDS or other immune system disorders, some elderly, and infants can be particularly at risk of infections. These people should seek advice about drinking water from their health care providers. For more information about contaminants and potential health effects, or to receive a copy of the U.S. Environmental Protection Agency (EPA) and the U.S. Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and microbiological contaminants call the EPA Safe Drinking Water Hotline at (1-800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- Microbial contaminants:** viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants:** salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides:** may come from a variety of sources, such as agriculture, urban storm water runoff, and residential uses.
- Radioactive contaminants:** can be naturally occurring or be the result of oil and gas production and mining activities.
- Organic chemical contaminants:** including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and also may come from gas stations, urban storm water runoff, and septic systems.

In order to ensure that tap water is safe to drink, the Colorado Department of Public Health and Environment prescribes regulations limiting the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration regulations establish limits for contaminants in bottled water that must provide the same protection for public health.

Lead in Drinking Water

If present, elevated levels of lead can cause serious health problems (especially for pregnant women and young children). It is possible that lead levels at your home may be higher than other homes in the community as a result of materials used in your home's plumbing. If you are concerned about lead in your water, you may wish to have your water tested. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. Additional information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4791) or at <http://www.epa.gov/safewater/lead>.

Source Water Assessment and Protection (SWAP)

The Colorado Department of Public Health and Environment may have provided us with a Source Water Assessment Report for our water supply. For general information or to obtain a copy of the report please visit www.colorado.gov/cdphe/ccr. The report is located under "Guidance: Source Water Assessment Reports". Search the table using 121125, CHEROKEE MD, or by contacting JONATHON SMITH at 719-597-5080. The Source Water Assessment Report provides a screening-level evaluation of potential contamination that *could* occur. It *does not* mean that the contamination *has or will* occur. We can use this information to evaluate the need to improve our current water treatment capabilities and prepare for future contamination threats. This can help us ensure that quality finished water is delivered to your homes. In addition, the source water assessment results provide a starting point for developing a source water protection plan. Potential sources of contamination in our source water area are listed on the next page.

Please contact us to learn more about what you can do to help protect your drinking water sources, any questions about the Drinking Water Quality Report, to learn more about our system, or to attend scheduled public meetings. We want you, our valued customers, to be informed about the services we provide and the quality water we deliver to you every day.

Our Water Sources

<u>Sources (Water Type - Source Type)</u>	<u>Potential Source(s) of Contamination</u>
WELL 20 GOSS WELL (Groundwater-Well) WELL NO 2 (Groundwater-Well) WELL NO 17 (Groundwater-Well) WELL 19 DUNCAN WELL (Groundwater-Well) WELL 21 AR-1 (Groundwater-Well) PURCHASED FROM CO0121150 (Surface Water-Consecutive Connection) WELL 22 DN-4 (Groundwater-Well) WELL NO 18 TIPTON (Groundwater-Well) WELL NO 9 (Groundwater-Well) WELL NO 10 (Groundwater-Well) WELL NO 11 (Groundwater-Well) WELL NO 12 (Groundwater-Well) WELL NO 13 (Groundwater-Well) WELL NO 15 (Groundwater-Well) WELL NO 1 (Groundwater-Well) WELL NO 16 (Groundwater-Well) WELL NO 3 (Groundwater-Well) WELL NO 4 (Groundwater-Well) WELL NO 5 (Groundwater-Well) WELL NO 6 (Groundwater-Well) WELL NO 7 (Groundwater-Well) WELL NO 8 (Groundwater-Well)	Row Crops, Fallow, Small Grains, Pasture / Hay, Septic Systems, Road Miles

Terms and Abbreviations

- **Maximum Contaminant Level (MCL)** – The highest level of a contaminant allowed in drinking water.
- **Treatment Technique (TT)** – A required process intended to reduce the level of a contaminant in drinking water.
- **Health-Based** – A violation of either a MCL or TT.
- **Non-Health-Based** – A violation that is not a MCL or TT.
- **Action Level (AL)** – The concentration of a contaminant which, if exceeded, triggers treatment and other regulatory requirements.
- **Maximum Residual Disinfectant Level (MRDL)** – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Contaminant Level Goal (MCLG)** – The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Maximum Residual Disinfectant Level Goal (MRDLG)** – The level of a drinking water disinfectant, below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Violation (No Abbreviation)** – Failure to meet a Colorado Primary Drinking Water Regulation.
- **Formal Enforcement Action (No Abbreviation)** – Escalated action taken by the State (due to the risk to public health, or number or severity of violations) to bring a non-compliant water system back into compliance.
- **Variance and Exemptions (V/E)** – Department permission not to meet a MCL or treatment technique under certain conditions.
- **Gross Alpha (No Abbreviation)** – Gross alpha particle activity compliance value. It includes radium-226, but excludes radon 222, and uranium.
- **Picocuries per liter (pCi/L)** – Measure of the radioactivity in water.
- **Nephelometric Turbidity Unit (NTU)** – Measure of the clarity or cloudiness of water. Turbidity in excess of 5 NTU is just noticeable to the typical person.
- **Compliance Value (No Abbreviation)** – Single or calculated value used to determine if regulatory contaminant level (e.g. MCL) is met. Examples of calculated values are the 90th Percentile, Running Annual Average (RAA) and Locational Running Annual Average (LRAA).

- **Average (x-bar)** – Typical value.
- **Range (R)** – Lowest value to the highest value.
- **Sample Size (n)** – Number or count of values (i.e. number of water samples collected).
- **Parts per million = Milligrams per liter (ppm = mg/L)** – One part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion = Micrograms per liter (ppb = ug/L)** – One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Not Applicable (N/A)** – Does not apply or not available.
- **Level 1 Assessment** – A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
- **Level 2 Assessment** – A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

Detected Contaminants

CHEROKEE MD routinely monitors for contaminants in your drinking water according to Federal and State laws. The following table(s) show all detections found in the period of January 1 to December 31, 2018 unless otherwise noted. The State of Colorado requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. Therefore, some of our data, though representative, may be more than one year old. Violations and Formal Enforcement Actions, if any, are reported in the next section of this report.

Note: Only detected contaminants sampled within the last 5 years appear in this report. If no tables appear in this section then no contaminants were detected in the last round of monitoring.

Disinfectants Sampled in the Distribution System						
TT Requirement: At least 95% of samples per period (month or quarter) must be at least 0.2 ppm <u>OR</u> If sample size is less than 40 no more than 1 sample is below 0.2 ppm						
Typical Sources: Water additive used to control microbes						
Disinfectant Name	Time Period	Results	Number of Samples Below Level	Sample Size	TT Violation	MRDL
Chlorine	December, 2018	<u>Lowest period</u> percentage of samples meeting TT requirement: 100%	0	25	No	4.0 ppm

Lead and Copper Sampled in the Distribution System								
Contaminant Name	Time Period	90 th Percentile	Sample Size	Unit of Measure	90 th Percentile AL	Sample Sites Above AL	90 th Percentile AL Exceedance	Typical Sources
Copper	08/07/2018 to 08/12/2018	0.52	30	ppm	1.3	0	No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead	08/07/2018 to 08/12/2018	3	30	ppb	15	0	No	Corrosion of household plumbing systems; Erosion of natural deposits

Disinfection Byproducts Sampled in the Distribution System

Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Total Haloacetic Acids (HAA5)	2018	8.29	3.1 to 13.6	16	ppb	60	N/A	No	Byproduct of drinking water disinfection
Total Trihalomethanes (TTHM)	2018	26.8	12.9 to 39.7	16	ppb	80	N/A	No	Byproduct of drinking water disinfection

Radionuclides Sampled at the Entry Point to the Distribution System

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Gross Alpha	2017	1.1	1.1 to 1.1	1	pCi/L	15	0	No	Erosion of natural deposits
Combined Radium	2017	3.4	3.4 to 3.4	1	pCi/L	5	0	No	Erosion of natural deposits

Inorganic Contaminants Sampled at the Entry Point to the Distribution System

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Arsenic	2018	0.0005	0 to 0.002	4	ppb	10	0	No	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium	2018	0.06175	0.049 to 0.076	4	ppm	2	2	No	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Chromium	2018	0.0005	0 to 0.002	4	ppb	100	100	No	Discharge from steel and pulp mills; erosion of natural deposits
Fluoride	2017	0.74	0.31 to 1.6	3	ppm	4	4	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum

Inorganic Contaminants Sampled at the Entry Point to the Distribution System

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
									factories
Nitrate	2018	5.61	0 to 7.2	9	ppm	10	10	No	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Selenium	2018	0.004	0.003 to 0.005	4	ppb	50	50	No	Discharge from petroleum and metal refineries; erosion of natural deposits; discharge from mines

Nitrate: *Nitrate in drinking water at levels above 10 ppm* is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant you should ask advice from your health care provider.

Secondary Contaminants**

**Secondary standards are non-enforceable guidelines for contaminants that may cause cosmetic effects (such as skin, or tooth discoloration) or aesthetic effects (such as taste, odor, or color) in drinking water.

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	Secondary Standard
Sodium	2018	57.3	46.5 to 65	4	ppm	N/A
Total Dissolved Solids	2016	131.2	62 to 180	5	ppm	500

Unregulated Contaminants***

EPA has implemented the Unregulated Contaminant Monitoring Rule (UCMR) to collect data for contaminants that are suspected to be present in drinking water and do not have health-based standards set under the Safe Drinking Water Act. EPA uses the results of UCMR monitoring to learn about the occurrence of unregulated contaminants in drinking water and to decide whether or not these contaminants will be regulated in the future. We performed monitoring and reported the analytical results of the monitoring to EPA in accordance with its Unregulated Contaminant Monitoring Rule (UCMR). Once EPA reviews the submitted results, the results are made available in the EPA's National Contaminant Occurrence Database (NCOD) (<http://www.epa.gov/dwucmr/national-contaminant-occurrence-database-ncod>) Consumers can review UCMR results by accessing the NCOD. Contaminants that were detected during our UCMR sampling and the corresponding analytical results are provided below.

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure
Manganese	2018	11.73	<0.4 – 35.1	6	ppb
Bromide	2018	145.5	<20 – 202	6	ppb
Total Organic Carbon	2018	1090	<1000 – 1310	6	ppb

Unregulated Contaminants***

EPA has implemented the Unregulated Contaminant Monitoring Rule (UCMR) to collect data for contaminants that are suspected to be present in drinking water and do not have health-based standards set under the Safe Drinking Water Act. EPA uses the results of UCMR monitoring to learn about the occurrence of unregulated contaminants in drinking water and to decide whether or not these contaminants will be regulated in the future. We performed monitoring and reported the analytical results of the monitoring to EPA in accordance with its Unregulated Contaminant Monitoring Rule (UCMR). Once EPA reviews the submitted results, the results are made available in the EPA's National Contaminant Occurrence Database (NCOD) (<http://www.epa.gov/dwucmr/national-contaminant-occurrence-database-ncod>) Consumers can review UCMR results by accessing the NCOD. Contaminants that were detected during our UCMR sampling and the corresponding analytical results are provided below.

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure
Quinoline	2018	0.0237	<0.02 – 0.0423	6	ppb
Germanium	2018	0.3287	<0.3 – 0.472	6	ppb
Bromochloroacetic Acid	2018	2.548	0.847 – 3.89	8	ppb
Bromodichloroacetic Acid	2018	1.0348	<0.5 – 1.53	8	ppb
Chlorodibromoacetic Acid	2018	1.8965	0.332 – 3.0	8	ppb
Dibromoacetic Acid	2018	4.252	0.517 – 6.48	8	ppb
Dichloroacetic Acid	2018	1.092	0.636 – 2.11	8	ppb
Monobromoacetic Acid	2018	0.7165	<0.3 – 1.11	8	ppb
Tribromoacetic Acid	2018	3.077	<2.0 – 4.39	8	ppb
Trichloroacetic Acid	2018	0.516	<0.5 – 0.631	8	ppb

***More information about the contaminants that were included in UCMR monitoring can be found at: <https://drinktapp.org/Water-Info/Whats-in-My-Water/Unregulated-Contaminant-Monitoring-Rule-UCMR>. Learn more about the EPA UCMR at: <http://www.epa.gov/dwucmr/learn-about-unregulated-contaminant-monitoring-rule> or contact the Safe Drinking Water Hotline at (800) 426-4791 or <http://water.epa.gov/drink/contact.cfm>.

Violations, Significant Deficiencies, Backflow/Cross-Connection, and Formal Enforcement Actions

No Violations or Formal Enforcement Actions

WATER SUPPLY SUMMARY

WATER SUPPLY INFORMATION SUMMARY

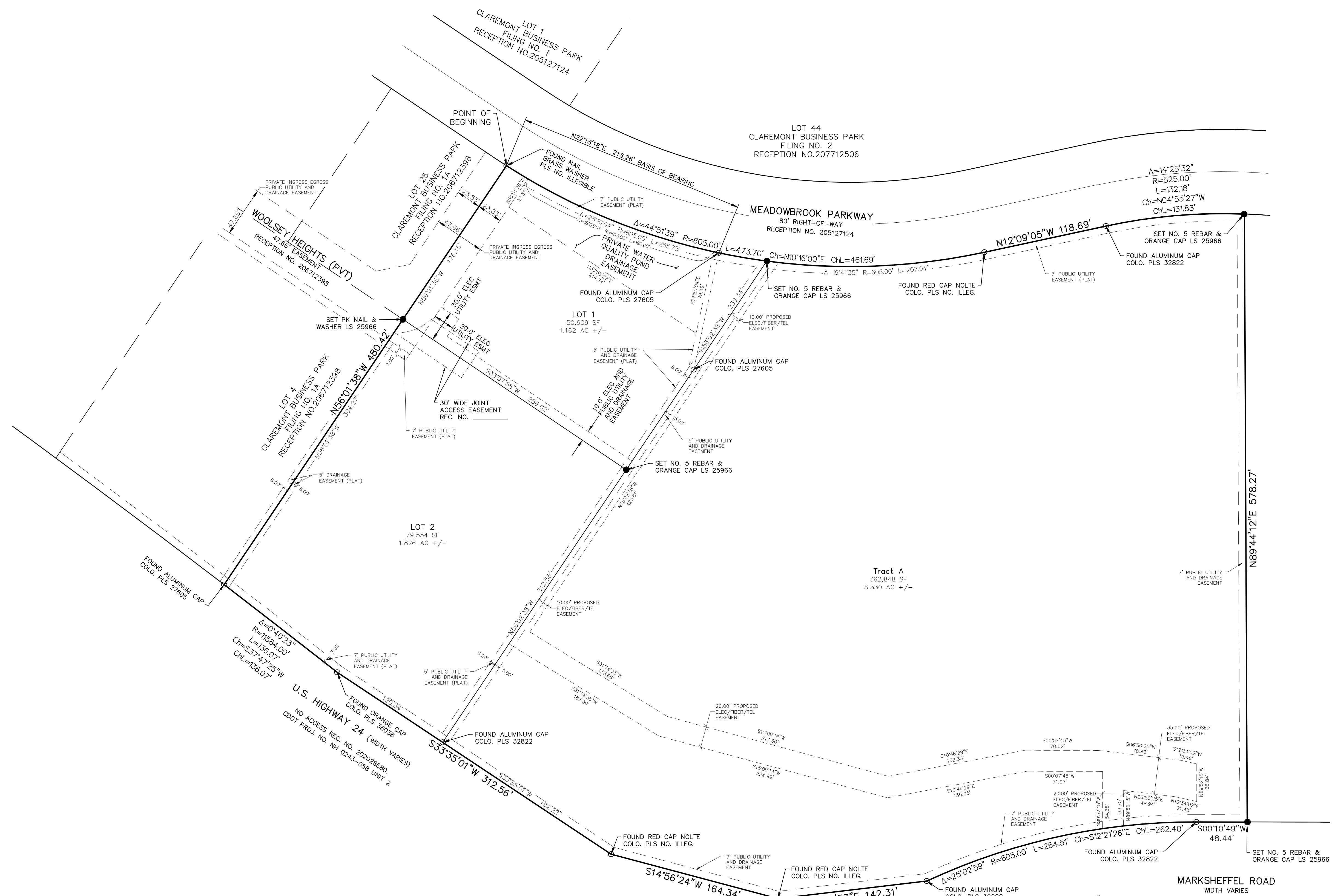
Section 30-28-133(d), C.R.S. requires that the applicant submit to the County, "Adequate evidence that a water supply that is sufficient in terms of quantity, quality and dependability will be available to ensure an adequate supply of water.

1. NAME OF DEVELOPMENT AS PROPOSED CLAREMONT BUSINESS PARK FILING NO. 1C			
2. LAND USE ACTION REPLAT			
3. NAME OF EXISTING PARCEL AS RECORDED LOT 2 CLAREMONT BUSINESS PARK FIL. NO. 1A AND A PORTION OF TRACT C CLAREMONT BUSINESS PARK FILING NO. 2*			
SUBDIVISION	FILING	BLOCK	LOT
4. TOTAL ACREAGE 2.988	5. NUMBER OF LOTS PROPOSED 2	PLAT MAP ENCLOSED <input checked="" type="checkbox"/> YES	
6. PARCEL HISTORY - Please attach copies of deeds, plats or other evidence or documentation. Included			
A. Was parcel recorded with county prior to June 1, 1972? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
B. Has the parcel ever been part of a division of land action since June 1, 1972? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, describe the previous action _____			
7. LOCATION OF PARCEL - Include a map delineating the project area and tie to a section corner.			
NE 1/4 OF NE 1/4 SECTION 8 TOWNSHIP 14 <input type="checkbox"/> N <input checked="" type="checkbox"/> S RANGE 65 <input type="checkbox"/> E <input checked="" type="checkbox"/> W			
PRINCIPAL MERIDIAN: <input checked="" type="checkbox"/> 6TH <input type="checkbox"/> N.M. <input type="checkbox"/> UTE <input type="checkbox"/> COSTILLA			
8. PLAT - Location of all wells on property must be plotted and permit numbers provided. Surveyors plat <input type="checkbox"/> Yes <input type="checkbox"/> No If not, scaled hand drawn sketch <input type="checkbox"/> Yes <input type="checkbox"/> No N/A			
9. ESTIMATED WATER REQUIREMENTS - Gallons per Day or Acre Feet per Year		10. WATER SUPPLY SOURCE	
HOUSEHOLD USE # _____ of units _____ GPD _____ AF		<input type="checkbox"/> EXISTING WELLS	<input type="checkbox"/> DEVELOPED SPRING
COMMERCIAL USE # 20,000 of S.F. 447 GPD 0.50 AF		WELL PERMIT NUMBERS _____	
IRRIGATION # 0.2 of acres 116 GPD 0.13 AF		_____	
STOCK WATERING # _____ of head _____ GPD _____ AF		<input type="checkbox"/> MUNICIPAL	PROPOSED AQUIFERS - (CHECK ONE) <input type="checkbox"/> ALLUVIAL <input type="checkbox"/> UPPER ARAPAHOE <input type="checkbox"/> UPPER DAWSON <input type="checkbox"/> LOWER ARAPAHOE <input type="checkbox"/> LOWER DAWSON <input type="checkbox"/> LARAMIE FOX HILLS <input type="checkbox"/> DENVER <input type="checkbox"/> DAKOTA <input type="checkbox"/> OTHER _____
OTHER _____ GPD _____ AF		<input type="checkbox"/> ASSOCIATION	
TOTAL 563 GPD 0.63 AF		<input checked="" type="checkbox"/> DISTRICT	WATER COURT DECREE CASE NO.'S _____
Per Cherokee Commitment Letter February 11, 2020		NAME CHEROKEE METRO	
		LETTER OF COMMITMENT FOR SERVICE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
11. ENGINEER'S WATER SUPPLY REPORT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE FORWARD WITH THIS FORM. (This may be required before our review is completed.)			
12. TYPE OF SEWAGE DISPOSAL SYSTEM			
<input type="checkbox"/> SEPTIC TANK/LEACH FIELD		<input checked="" type="checkbox"/> CENTRAL SYSTEM - DISTRICT NAME CHEROKEE METRO	
<input type="checkbox"/> LAGOON		<input type="checkbox"/> VAULT - LOCATION SEWAGE HAULED TO _____	
<input type="checkbox"/> ENGINEERED SYSTEM (Attach a copy of engineering design)		<input type="checkbox"/> OTHER _____	

SITE PLAN

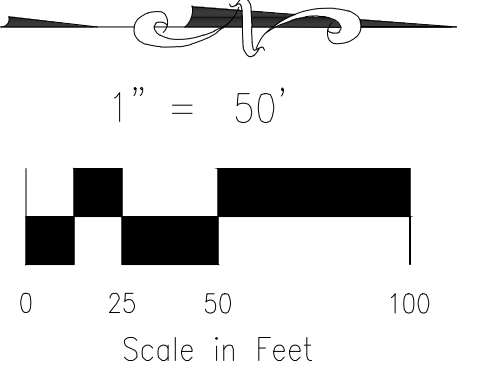
CLAREMONT BUSINESS PARK FILING NO. 1C

A REPLAT OF LOT 2 "CLAREMONT BUSINESS PARK FILING NO. 1A", AND THAT PORTION OF TRACT C "CLAREMONT BUSINESS PARK FILING NO. 2" AS RECORDED UNDER RECEPTION NO. 207712506 CONVEYED TO HAMMERS CONSTRUCTION IN A SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 219078479 BEING A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4, NE 1/4) OF SECTION 8, T14S, R65W, OF THE 6TH P.M., EL PASO COUNTY, COLORADO



- LEGEND**
- BOUNDARY LINE
 - - - DRAINAGE/UTILITY EASEMENT LINE
 - - - ELEC/FIBER/TEL EASEMENT LINE
 - FOUND NO. 5 REBAR WITH CAP AS NOTED HEREON FLUSH WITH GROUND
 - SET NO. 5 REBAR & ORANGE CAP LS 25966 (UNLESS NOTED OTHERWISE)

AS REPLATTED



FINAL PLAT
CLAREMONT BUSINESS PARK
FILING NO. 1C
JOB NO. 44-034
DATE PREPARED: 01/31/2020
DATE REVISED: 04/27/2020



102 E. PIKES PEAK AVE., 5TH FLOOR
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

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