

WATER RESOURCES REPORT

for

***The Renehan Family
Renehan Subdivision***

EPC Parcel #: 6213000050

**September 2023
(Revised August 2024)**

Prepared By:



The Renehan Family
Renehan Subdivision
5740 Burgess Rd.
EPC Parcel # 6213000050

WATER RESOURCES REPORT

September 2023
(Revised August 2024)

Prepared for:

Renehan Family
5740 Burgess Rd,
Colorado Springs, CO 80908

Prepared by:

RESPEC
5540 Tech Center Drive, Suite 100
Colorado Springs, CO 80919

Table of Contents

1.0	INTRODUCTION AND EXECUTIVE SUMMARY	1
2.0	PROJECTED LAND USES	1
2.1	<i>Projected Land Uses</i>	1
3.0	WATER NEEDS AND PROJECTED DEMANDS	1
3.1	<i>Water Demand Summary</i>	1
3.2	<i>Unit Water User Characteristics</i>	2
3.3	<i>Demand versus Supply</i>	2
4.0	WATER RIGHTS AND SUPPLY	2
4.1	<i>Water Rights</i>	2
4.2	<i>Adequacy of Water Rights</i>	3
4.3	<i>Description of Current Water Rights</i>	3
5.0	WATER SYSTEM FACILITIES AND PHYSICAL SUPPLY	4
5.1	<i>Source of Supply</i>	4
5.2	<i>Water Treatment</i>	4
5.3	<i>Water Storage</i>	4
5.4	<i>Distribution, Pumping, and Transmission Lines</i>	4
5.5	<i>Water Quality</i>	4
6.0	EL PASO COUNTY MASTER PLANNING ELEMENTS	5
6.1	<i>County Water Master Plan 2040 and 2060 Projections</i>	5
6.2	<i>Buildout (Including 2040 and 2060 Buildout):</i>	5
6.3	<i>Description of Long-Term Planning and Future Sources of Supply</i>	5
6.4	<i>Water System Interconnects</i>	5
7.0	CONCLUSION	5

APPENDICES

Appendix A – Land Use Exhibit

Appendix B – Water Supply Information Summary – SEO Form

Appendix C – Determinations and Decrees

Appendix D – Water Quality Results

1.0 INTRODUCTION AND EXECUTIVE SUMMARY

The purpose of this report is to address the specific water needs of a proposed subdivision of Parcel # 6213000050 in El Paso County, CO.

EXECUTIVE SUMMARY: The water rights and augmentation plan in place for the existing parcel are adequate to meet the needs of three (3) lots proposed for the subdivision on a 300-year basis.

2.0 PROJECTED LAND USES

2.1 Projected Land Uses

This report pertains to the existing 34.368-acre parcel that is proposed to be divided into three (3) lots, with Lot 1 described as 8.619 acres, Lot 2 at 17.057 acres, and Lot 3 at 8.692 acres. Please refer to the *Land Use Exhibit* in **Appendix A**.

3.0 WATER NEEDS AND PROJECTED DEMANDS

3.1 Water Demand Summary

It is anticipated that the proposed three residential lots, one consisting of approximately 8.619 acres, one consisting of 17.057 acres, and one consisting of 8.692 acres, will use approximately 0.78 AF/year of water total for indoor household uses and a total of 2.4 AF/year of water combined water uses for the entire subdivision. This estimate is based upon information from the *Findings of Fact* contained in Division 2 Court Case 00CW99 located in **Appendix C** as well as the El Paso County Land Development Code Chapter 8.4.7 Section B.7.d. Water demands and wastewater loads are shown Table 3-1 below:

Table 3-1: Summary of Expected Water Demands & Wastewater Loads

Water						Wastewater
# of SFEs	Annual Indoor Use 0.27 (AF/YR/SFE)	Average Daily Indoor Use (GPD)	Irrigation 0.0566 (AF/1,000 SF)	Domestic Watering 0.011 (AF/Horse/Year)	Total Indoor, Watering, & Irrigation (AF)	ADF (@ 90% Indoor Use) (GPD)
3	<i>Note 1</i> 0.810	723	<i>Note 2</i> 1.460	<i>Note 3</i> 0.132	2.40	651
Total					2.40	651

Note 1: Per Findings of Fact Section 19, Decree No. 00CW99 and No. 00CW196.

Note 2: Assuming 0.0566 per 1000 ft² per El Paso County Land Development Code and 8,600 SF of lawn/garden/trees

Note 3: **Assuming for a total of 12 horses (4 horses per unit)**

3.2 *Unit Water User Characteristics*

Unit water user characteristics are counted on a *single-family equivalent* (SFE) basis. All single-family homes are counted as one SFE, and user characteristics were based on information provided in the *El Paso County Land Development Code*, Chapter 8.

3.3 *Demand versus Supply*

An overall demand of 2.4 acre-feet for the proposed subdivision is less than the amount of supply listed in the decrees, determinations, and *Findings of Fact* (provided in **Appendix C**) and is further discussed in Section 4.0 of this report.

4.0 WATER RIGHTS AND SUPPLY

4.1 *Water Rights*

Water rights, determinations, and replacement plan have been applied for as shown in **Appendix C**. Table 4-1 below summarizes the information from said water rights and pending determinations.

Table 4-1: Water Rights Summary

Renehan Subdivision
Overall Water Supply Inventory

Land Formation/ Aquifer	Determination	Tributary Status	Area (Acres)	Total Water Decree (AF)	Annual Allocation 100-Year (AF/Year)	Annual Allocation 300-Year (AF/Year)
Dawson	00CW99	NNT	34.368	1,100	11.00	3.67
Denver	00CW99	NNT	34.368	2,220	22.20	7.40
Arapahoe	00CW99	NNT	34.368	1,520	15.2	5.07
Laramie-Fox Hills	00CW99	NT	34.368	980	9.80	3.27
Total Legal Supply					58.20	19.40
					100-Year	300-Year

Beneficial Uses: *Domestic Indoor, Industrial, Commercial, Fire Protection, Augmentation Indoor & Outdoor Irrigation, Livestock, Recreational, Fish/Wildlife, Storage*

According to the *Findings of Fact contained in Division 2 Court Case No. 00CW99* located in **Appendix C**, the following conditions are allowed for the subject property:

- Type of use to which the Dawson water pumped must be used for domestic indoor use, indoor and outdoor irrigation, commercial, industrial, livestock, fire protection, recreation, fish and wildlife, augmentation, and storage, pursuant to the augmentation plan.

4.2 *Adequacy of Water Rights*

Current water rights are adequate for buildout demands of three (3) lots to meet 2040 and 2060 buildout projections on a 300-year basis.

According to the Groundwater Rights found in Division 2 Court Case 00CW99 the entire 34.368-acre property has appropriated water rights located in the Dawson, Denver, Arapahoe, and Laramie Fox-Hills confined aquifers. Of these formations, only the Laramie Fox-Hills is considered nontributary while the Dawson, Denver, and Arapahoe aquifers are considered not non-tributary. The applicant has rights to consume water from all four formations, though use from the Dawson, Denver, and Arapahoe requires an augmentation and replacement plan for all uses. The associated determinations and approved augmentation plan are shown in the court cases included in **Appendix C**:

- The annual allocation on a 300-year plan for the Dawson Aquifer is 3.67 AF/yr, which is greater than the estimated annual demand of 2.4 AF-year for all three (3) lots to be served by Dawson wells as needed.
- Assuming a 0.27 AF/yr domestic use per residence (which meets the minimum demand requirement of El Paso County Land Development Code Chapter 8) with 90% return flows through the septic system per resident, this results in a 0.243 AF/yr replacement flow back through the septic system per resident, or 0.729 AF/year total for the three residences
- Per approved decree 00CW99, pumping from the Dawson Aquifer will result in an estimated 25% depletion to the alluvium by the 300th year of pumping, which is 0.6 AF total. Conservatively estimated return flows through the septic system total 0.729 AF/yr, which is in excess of required replacement water for alluvial depletions due to not-nontributary pumping from the Dawson Aquifer.

Conclusion:

The current water rights and augmentation plan in place are adequate to meet the estimated overall demand and resulting alluvial depletions of 0.6 acre-feet for three (3) lots.

4.3 *Description of Current Water Rights*

The subject area's current water rights involve non-renewable supplies in the Denver Basin, further discussed below.

Non-Renewable Denver Basin Supply

The Denver Basin is a vast, deep-rock aquifer that stretches from southeast of Colorado Springs to Greeley, and from the base of the front range to the eastern end of Elbert County. Rights granted in the Denver basin are based on the ownership of the surface property – the larger the parcel, the larger the allocation. This water is much deeper than typical residential wells, ranging up to 2,650 feet deep.

Denver Basin water is considered finite and therefore non-renewable. In the subject area, there are four main formations that make up the Denver Basin: Dawson, Denver, Arapahoe, and Laramie-Fox Hills (LFH), described from shallowest to deepest.

The subject property was granted water rights in the four Denver Basin formations as shown in **Table 4-1** above.

5.0 WATER SYSTEM FACILITIES AND PHYSICAL SUPPLY

5.1 Source of Supply

Supply for the three (3) lots will be met with future or existing wells completed in the Dawson aquifer. Any new wells will be drilled, screened, test-pumped, and completed in accordance with the Colorado Division of Water Resources rules and regulations.

5.2 Water Treatment

Water from an adjacent well (approximately 0.2 miles East along Burgess Rd) was tested on 7/5/23 for constituents required by El Paso County regulations for a confined aquifer. Any desired treatment of existing and future wells will rely on the individual homeowners as this is not considered a *Community System* by the Colorado Department of Public Health and Environment.

5.3 Water Storage

Water storage (other than potential individual cisterns) will not be constructed. Therefore, a central water system with treatment and fire-flow capabilities will not be provided. The residents of each subdivided lot will be made aware of this since it will be included on the subdivision plat.

5.4 Distribution, Pumping, and Transmission Lines

Since there is no central water system proposed for this subdivision, no distribution, pumping, or transmission lines will be constructed.

5.5 Water Quality

The water quality in the Dawson aquifer formation in this area has typically been suitable for residential potable use. Water samples were obtained from an adjacent well approximately 0.2 miles East along Burgess Rd. Water samples were obtained from this tap on 7/5/2023, with water quality testing performed

Colorado Analytical Laboratories and Hazen Research, Inc., per the El Paso County Land Development Code section 8.4.7(B). Final results from this water quality testing can be found in **Appendix D**. All results were found to be below primary and secondary Maximum Contaminant Limits (MCLs).

Because of the absence of any and all evidence of fecal contamination in the form of E. Coli or Total Coliform, or that all sampled and analyzed constituents were below all primary and secondary standards the proposed water source emanating from the Dawson Aquifer is deemed safe for public consumption.

6.0 EL PASO COUNTY MASTER PLANNING ELEMENTS

6.1 County Water Master Plan 2040 and 2060 Projections

The subject property lies within the El Paso County Water Master Planning area, Region #2.

6.2 Buildout (Including 2040 and 2060 Buildout):

Expected buildout of the subject property are three (3) total lots. Demands for the entire subdivision are listed in Section 3.0 of this report, which include a total demand of 2.4 AF/year as based on Division 2 Court Case 00CW99 and El Paso County Land Development Code Chapter 8.4. Section B.7.d.

6.3 Description of Long-Term Planning and Future Sources of Supply

Per El Paso County criteria, the 300-year supply of water for the subject property appears to be more than adequate for full buildout, which would include both the 2040 and 2060 scenarios.

If needed beyond the 300-year supply, the subdivision has nontributary water rights in the Laramie-Fox Hills formation. Please refer to the *Plan for Augmentation* in **Appendix C**.

6.4 Water System Interconnects

The closest source for a potential interconnect is the Donala Water and Sanitation District, area A – approximately 6.5 miles to the northwest.

It is not anticipated (and Donala Water and Sanitation District has not been contacted) that an interconnect is needed or warranted.

7.0 CONCLUSION

The subject property has adequate water supply and water quality to meet the needs of the proposed subdivision on a 300-year basis.

Appendix A

RENEHAN SUBDIVISION

A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
IN EL PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:

That Bradley W. Renehan, Sandra L. Renehan, Jeffrey N. Renehan and Julie A. Renehan, being the owners of the following described tract of land to wit:

A tract of land located in the East Half (E2) of the Southeast Quarter (SE4) of Section 13, Township 12 South (T12S), Range 66 West (R66W) of the 6th P.M., County of El Paso, State of Colorado, as described in Warranty Deed recorded under Reception No. 213007142 in the records of the Clerk and Recorder's Office of said County, being more particularly described as follows:

Commencing at the Southwest corner of the East Half (E2) of said Southeast Quarter (SE4); thence N00°50'30"W along the West line of said East Half (E2), a distance of 1547.24 feet to the Point of Beginning of the tract herein described; thence continuing along the West line of said East Half (E2), N00°54'21"W, a distance of 434.40 feet to a point on the North line of the South Half (S2) of the Northeast Quarter (NE4) of said Southeast Quarter (SE4); thence N89°30'14"E along said North line, a distance of 1327.97 feet to a point on the East line of said Section 13; thence along the East line of said Section 13, S00°43'00"E, a distance of 1950.70 feet to a point thirty feet (30') North of the Southeast corner of said Section 13; thence S89°27'51"W, thirty feet (30') North of and parallel to the South line of said Section 13, a distance of 605.47 feet; thence N00°50'30"W, a distance of 1517.24 feet; thence S89°27'51"W, a distance of 717.75 feet to the Point of Beginning;

Said tract contains 34.368 acres (1,497,074 square feet), more or less.

OWNERS' CERTIFICATE:

The undersigned, being all the owners of the land described herein, have laid out, subdivided, and platted said land into lots, public right-of-way addition and easements as shown hereon under the name and subdivision of RENEHAN SUBDIVISION. The utility easements shown hereon are hereby dedicated for public utilities and communication systems and other purposes as shown hereon. The entities responsible for providing the services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance, and replacement of utility lines and related facilities.

Bradley W. Renehan Sandra L. Renehan Jeffery N. Renehan Julie A. Renehan

NOTARIAL:

STATE OF COLORADO }
COUNTY OF EL PASO } SS

Acknowledged before me this _____ day of _____, 20____ by Bradley W. Renehan, Sandra L. Renehan, Jeffery N. Renehan and Julie A. Renehan.

My commission expires _____

Witness my hand and seal _____
Notary Public

NOTES:

- o - Indicates survey monument recovered as a #4 rebar with Surveyor's Cap, PLS #20681.
 - - Indicates recovered survey monument as noted.
- This survey does not constitute a title search by LDC, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, LDC, Inc. relied upon an ALTA Commitment for Title Insurance prepared by STEWART TITLE GUARANTY COMPANY, Commitment No. 1978475-10 dated March 22, 2023 at 8:00 a.m.
- Individual lot purchasers are responsible for constructing driveways. No driveway shall be established unless an access permit has been granted by El Paso County. El Paso County is not responsible for the maintenance of driveways.
- Each individual property owner is responsible for the construction and operation of a non-evaporative wastewater disposal system approved by the El Paso County Health Department. The Health Department may require a specially designed, or "engineered," septic system prior to permit approval. Engineered systems may cost more to design, install and maintain than systems which are not engineered.
- Basis of Bearings: All bearings are based on that Southerly boundary line, said line also being coincident with the Northerly right-of-way line of Burgess Road (60' public r.o.w.), being a #4 rebar and cap marked "PLSC RLS 25968" at each end, and a line between them assumed to bear S89°27'52"W, a distance of 605.47 feet.
- All structural foundations shall be located and designed by a Professional Engineer, currently registered in the State of Colorado.
- The shared private driveway (Renehan Heights) as shown on this plat will not be maintained by El Paso County. A Declaration of Easement and Joint Driveway Maintenance is recorded under Reception No. _____ of the records of El Paso County, Colorado.
- FEDERAL EMERGENCY MANAGEMENT AGENCY, Flood Insurance Rate Map Number 08041C0315 G, effective date December 7, 2018 indicates the area in the vicinity of this parcel of land to be a Zone X (area determined to be out of the 500 year flood plain).
- (1581) - Indicates property address. The addresses exhibited on this plat are for informational purposes only. They are not the legal description and are subject to change.
- Fire protection to be provided by Black Forest Fire Rescue Protection District.
- Unless otherwise indicated, side, front and rear lot lines are hereby platted on each side with a ten (10) foot Public Utility and Drainage Easement, as shown hereon. All exterior subdivision boundaries shall have a twenty (20) foot Public Utility and Drainage Easement, as modified in the vicinity of the driveway cul-de-sac. The sole responsibility for maintenance of these easements is hereby vested with the individual property owners.
- The following reports and/or documentation have been submitted in association with the Final Plat for this subdivision and are on file at the County Planning and Community Development Department: Transportation Memorandum; Drainage Report; Water Resources Report; Wastewater Disposal Report; Geology and Soils Report; Wildfire Hazard Report, Fire Protection Report and Natural Features Report.
- All property owners are responsible for maintaining proper storm water drainage in and through their property. Public drainage easements as specifically noted on the plat shall be maintained by the individual lot owners unless otherwise indicated. Structures, fences, materials or landscaping that could impede the flow of runoff shall not be placed in drainage easements.
- Environmental: Developer (lot owners) shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the listed species (e.g., Preble's Meadow Jumping Mouse).
- Mailboxes shall be installed in accordance with all El Paso County and United States Postal Service regulations.

NOTES (CONT.):

- Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) Misdemeanor pursuant to C.R.S. 18-4-508.
- The subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assignees that subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with El Paso County Road Impact Fee Program Resolution (Resolution No. 19-471), or any amendments thereto, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documented on all sales documents and n plat notes to ensure that a title search would find the fee obligation before sale of the property.
- Individual wells are the responsibility of each property owner. permits for individual wells must be obtained from the State Engineer who by law has the authority to set conditions for the issuance of these permits. water in the Denver Basin aquifers is allocated based on a 100-year aquifer life; however, for El Paso county planning purposes, water in the Denver Basin aquifers is evaluated based on a 300-year aquifer life. Applicants and all future owners of the subdivision should be aware that the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than either the 100 years or 300 years indicated due to anticipated water level declines. Furthermore, the water supply plan should not rely solely on non-renewable aquifers. alternate renewable water resources should be acquired and incorporated in a permanent water supply plan that provides future generations with a water supply.

Property is subject to terms therefore granted by Decree in the District Court, Water Division 2, State of Colorado and filed for record in the Central Files as Case Number 00CW99 dated May 21, 2001 and June 29, 2001.

- Soil and Geologic Conditions: Areas within this subdivision have been found to be impacted by potential geologic constraints as detailed in the Soil, Geology, and Geologic Hazard Study for RENEHAN SUBDIVISION prepared by ENTECH ENGINEERING, INC. and dated November 30, 2023. The report is available in the El Paso County Planning and Community Development Department records (www.epcdevplanreview.com) under File Number MS238. The report includes mapping of any potential hazard areas within the subdivision. A description of affected lots, potential constraints and mitigation measures are listed below. No buildable areas of the site exceed 8% in grade. Individual soils investigations and foundation designs for all new building sites and septic systems are required once building locations have been determined. Should groundwater or bedrock be encountered within 6 feet of the surface, designed onsite wastewater systems are required. Wastewater absorption fields must be located at least 100 feet from any well, 50 feet from drainages, floodplains or ponded areas and 25 feet from dry gulches.

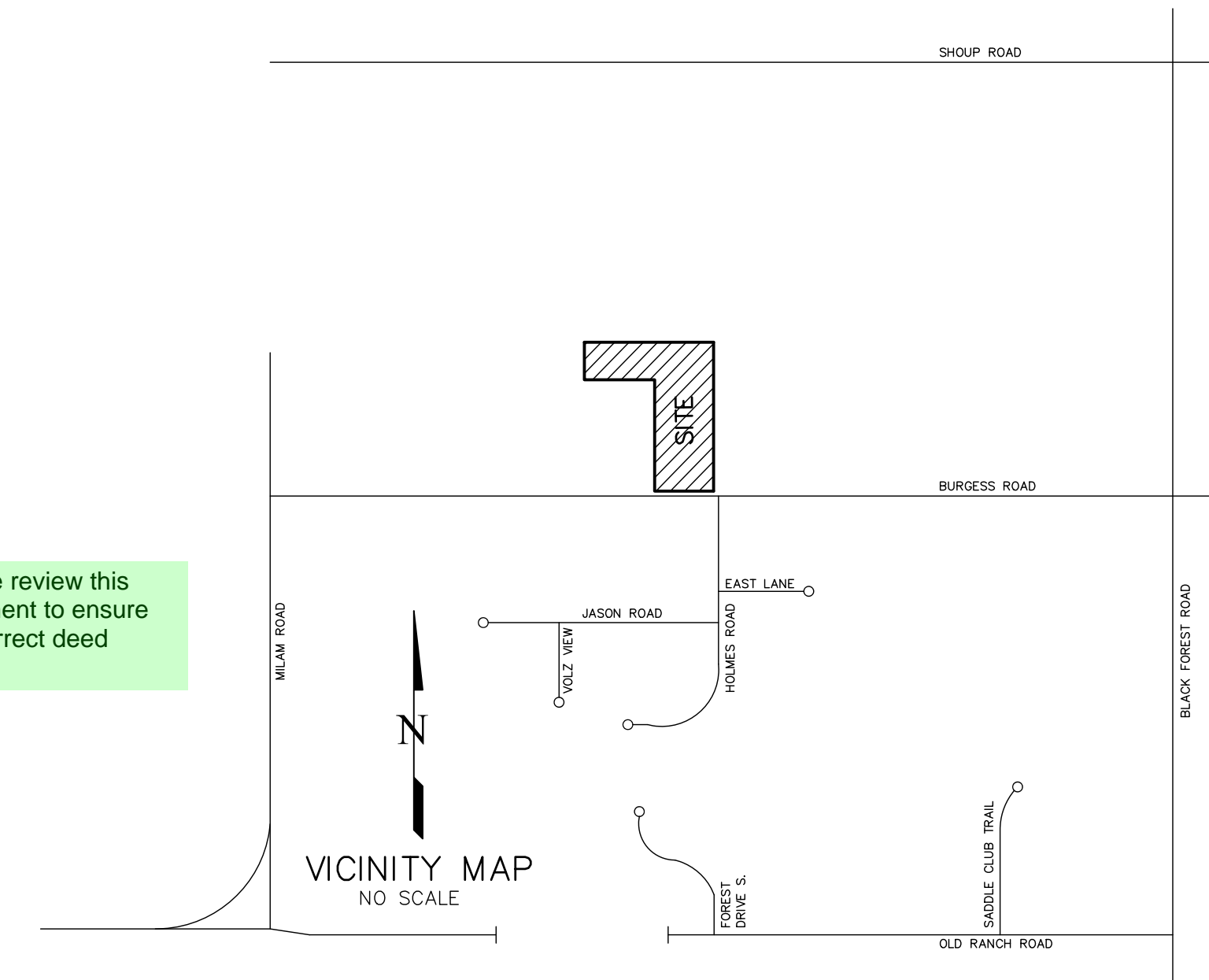
Lot 3: Potentially seasonal shallow ground water area within the most Westerly area of the lot, being contained within the indicated Drainage Easement and Wildlife Protection Zone (Kettle Creek), both "no build area" locations.

No basements are allowed unless the engineer provides site-specific data about any problems expected with groundwater fluctuations (Engineer Criteria Manual (ECM) C.2 Geologic Hazards Report F.5). A four-season monitoring program is a reliable way to determine groundwater fluctuations as site-specific soil investigations are typically limited to data from the month of drilling.

- Lineal units shown hereon are US Survey Feet.
- No obstruction greater than eighteen inches (18") are allowed in the fifty foot (50') by fifty foot (50') sight triangle no-build areas from the driveway width each side to Burgess Road right-of-way addition near the corner lot at the drive/road intersection.
- No direct vehicular access to/from Lot 1 will be allowed except via the indicated Private Driveway.
- Per ECM Section I.7.1.B.5, the residential lots impervious area may not exceed 10 percent unless a study is prepared in compliance with the requirements laid out in the above ECM Section and the impervious area may not exceed 20 percent. This impervious area for each lot must include the proposed driveway.

Additional drainage basin and bridge fees that exceed fees paid at the time of plat recordation must be paid for any future site development plan or building permit submittals with new impervious acreage on the lot within undeveloped areas. Future drainage basin and bridge fees will be assessed based on current fees at the time of the future site development plan or building permit submittal.

Please review this statement to ensure the correct deed dates.



SURVEYOR'S CERTIFICATION:

I David Hostetler, a duly registered Professional Land Surveyor in the State of Colorado, do hereby certify that this plat truly and correctly represents the results of a survey made on date of survey, by me or under my direct supervision and that all monuments exist as shown hereon; that mathematical closure errors are less than 1:10,000; and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivision, or surveying of land and all applicable provisions of the El Paso County Land Development Code.

I attest the above on this ____ day of _____, 20____.

David V. Hostetler
Colorado Professional Land Surveyor No. 20681

BOCC CERTIFICATE/PCD DIRECTOR SIGN-OFF:

This plat for RENEHAN SUBDIVISION was approved for filing by the El Paso County, Colorado

Board of County Commissioners on the ____ day of _____, 20____, subject to any notes specified hereon and any conditions included in the resolution of approval. The dedications of land to the public streets and easements are accepted.

Chair, Board of County Commissioners Date

Planning and Community Development Director Date

RECORDING:

STATE OF COLORADO }
COUNTY OF EL PASO } SS

I hereby certify that this instrument was filed for record in my office at ____ o'clock ____M., this _____ day of _____, 20____ A.D., and is duly recorded under Reception No. _____ of the records of El Paso County, Colorado.

Steve Schleiker, Recorder

SURCHARGE: _____ BY: _____ Deputy
FEE: _____

Owner of Record at time of platting:

Bradley W. Renehan, Sandra L. Renehan,
Jeffery N. Renehan and Julie A. Renehan
640 Southpointe Court, Suite 150
Colorado Springs CO 80906-3884
(719) 358-5827

PCD FILE NO.: MS238

According to Colorado law, legal action based upon any defect in this survey first discovered after you first discover the error, in no event, may any action based upon any defect in this survey be brought more than ten years from the date of the certification shown hereon.

CALL BEFORE YOU DIG . . .
811
DIAL **811**
48 HOURS BEFORE YOU DIG. CALL UTILITY LOCATORS FOR LOCATING AND MARKING GAS, ELECTRIC, WATER AND WASTEWATER.

No.	Description	By	Date
1	CONSULTANT/CLIENT COMMENTS	DVH	03/31/23
2	COUNTY COMMENTS	DVH	11/03/23
3	PPRB/COUNTY COMMENTS	DVH	01/05/24
4	CES/COUNTY/CIVIL COMMENTS	DVH	07/16/24

H Scale: N/A
V Scale: N/A
Designed By: N/A
Drawn By: WCS
Checked By: DVH
Date: 11/21/22

Land Development Consultants, Inc.
PLANNING · SURVEYING
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3888 MAZELAND ROAD · COLORADO SPRINGS, CO 80909

RENEHAN SUBDIVISION
FINAL PLAT

Project No.: **22027**

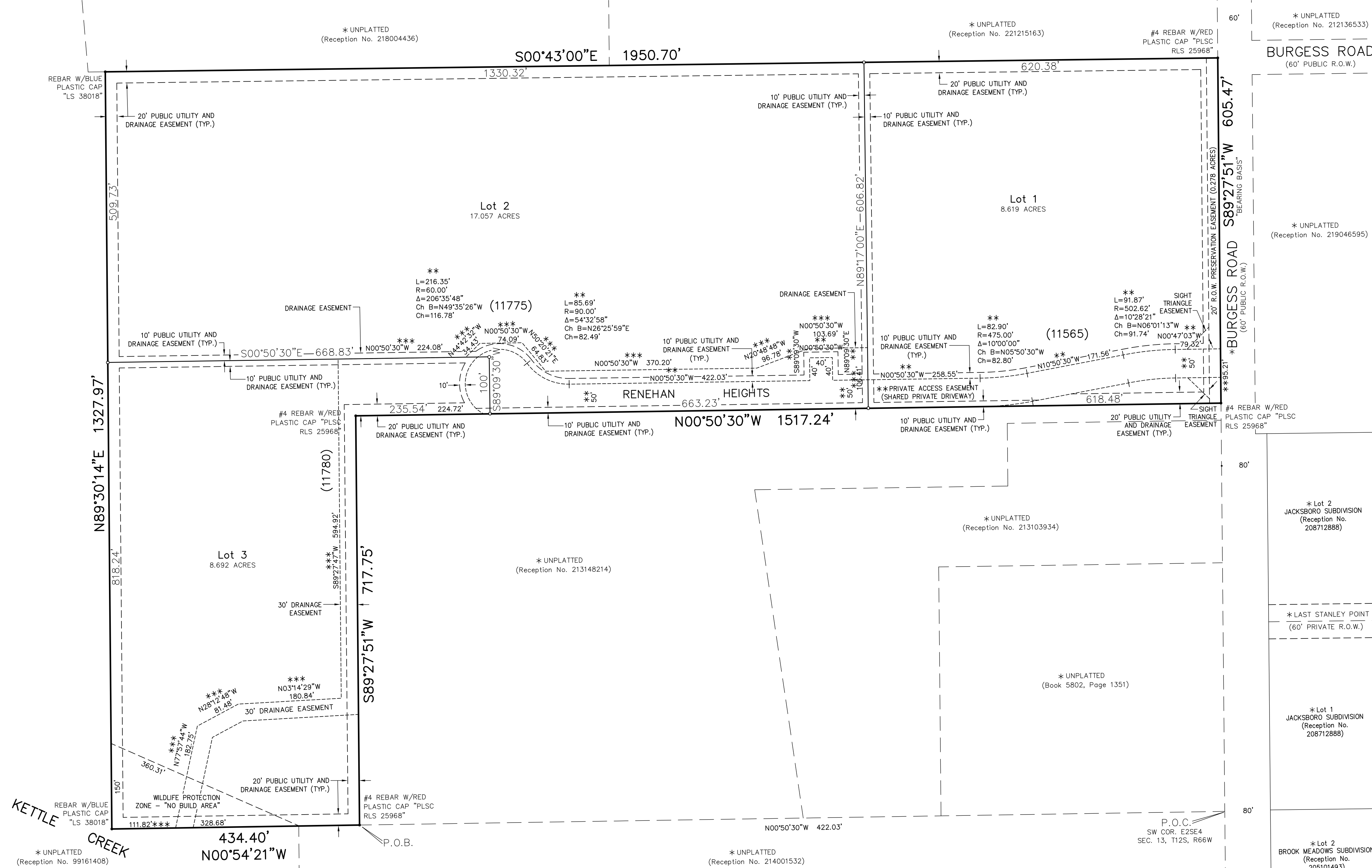
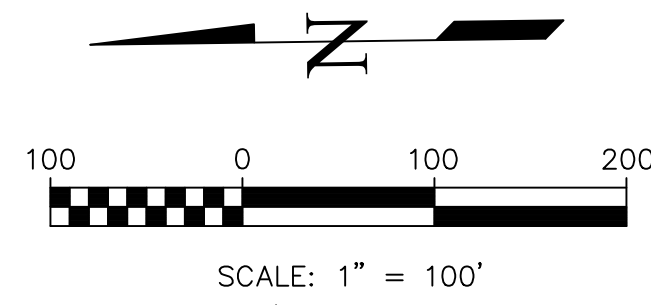
Sheet: 1 of 2

RENEHAN SUBDIVISION

A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
IN EL PASO COUNTY, COLORADO

LEGEND:

- Indicates survey monument "to be set" with #4 rebar and red plastic cap, PLS No. 20681 flush w/ground, except where noted otherwise
- Indicates survey monument found as noted
- Indicates boundary line
- * - Indicates "not a part of this subdivision"
- ** - Indicates data relative to Private Access Easement (shared driveway)
- *** - Indicates data relative to Variable-Width Drainage Easement
- (11565) - Indicates lot address



According to Colorado law, legal action based upon any defect in this survey first discovered after you are in possession of the land in no event, may any action based upon any defect in this survey be brought more than ten years from the date of the certification shown hereon.

CALL BEFORE YOU DIG

811

DIAL 811

48 HOURS BEFORE YOU DIG, CALL UTILITY LOCATORS FOR LOCATING AND MARKING GAS, ELECTRIC, WATER AND FIBER OPTIC

No.	Date	By	Description
1	03/01/23	DVH	CONSULTANT/CLIENT COMMENTS
2	11/09/23	DVH	COUNTY COMMENTS
3	01/05/24	DVH	PPRBD/COUNTY COMMENTS
4	07/16/24	DVH	COUNTY COMMENTS

H Scale: 1" = 100'
V Scale: N/A
Designed By: N/A
Drawn By: WCS
Checked By: DVH
Date: 01/25/23

Land Development Consultants, Inc.
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3888 MAZELAND ROAD · COLORADO SPRINGS, CO 80909

RENEHAN SUBDIVISION

FINAL PLAT

* Lot 1 JACKSBORO SUBDIVISION (Reception No. 208712888)

* Lot 2 JACKSBORO SUBDIVISION (Reception No. 208712888)

* Lot 1 JACKSBORO SUBDIVISION (Reception No. 208712888)

* Lot 2 BROOK MEADOWS SUBDIVISION (Reception No. 205101493)

Project No.: 22027
Sheet: 2 of 2

Appendix B

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		<u>Renehan Subdivision</u>	
2. LAND USE ACTION		<u>Minor Subdivision</u>	
3. NAME OF EXISTING PARCEL AS RECORDED		<u>5740 Burgess Rd.</u>	
SUBDIVISION	<u>See Above</u>	FILING	<u>N/A</u>
BLOCK	<u>N/A</u>	Lot	<u>N/A</u>
4. TOTAL ACERAGE	<u>34.368</u>	5. NUMBER OF LOTS PROPOSED	<u>3</u>
PLAT MAPS ENCLOSED			
6. PARCEL HISTORY - Please attach copies of deeds, plats, or other evidence or documentation. (In submittal package)			
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 checked="" 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. (In submittal)			
<u>E1/2</u> OF SE <u>1/4</u> SECTION 13		TOWNSHIP <u>12</u> S	<input type="checkbox"/> N S RANGE <u>66</u> <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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
		If not, scaled hand-drawn sketch <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
9. ESTIMATED WATER REQUIREMENTS - Gallons per Day or Acre Foot per Year		10. WATER SUPPLY SOURCE	
HOUSEHOLD USE # ¹	<u>3</u> of units <u>0.270</u> AF/SFE/YR <u>0.810</u> AF	<input type="checkbox"/> EXISTING	<input type="checkbox"/> DEVELOPED
COMMERCIAL USE #	<u>0</u> SF <u>-</u> GPD <u>-</u> AF	<input type="checkbox"/> WELLS	<input type="checkbox"/> SPRING
IRRIGATION ²	<u>0.0566</u> AF/1000SF <u>1,304</u> GPD <u>1.460</u> AF	WELL PERMIT NUMBERS	
ANIMAL WATERING ³	<u>12</u> Horses <u>0.011</u> AF/Horse/Year <u>0.132</u> AF	<input checked="" type="checkbox"/> NEW WELLS	
TOTAL	<u>2,145</u> GPD <u>2.40</u> AF*	Proposed Aquifers - (Check One)	
		<input type="checkbox"/> Alluvial <input type="checkbox"/> Upper	
		<input checked="" type="checkbox"/> Upper Dawson <input type="checkbox"/> Lower	
		<input type="checkbox"/> Lower Dawson <input type="checkbox"/> Laramie Fox	
		<input type="checkbox"/> Denver <input type="checkbox"/> Dakota	
		<input type="checkbox"/> Other	
		WATER COURT DECREE CASE NUMBERS	
		<u>Case Number - 00CW99 (Division 2)</u>	
		<u>Case Number - 00CW196 (Division 1)</u>	
		<input type="checkbox"/> MUNICIPAL	
		<input type="checkbox"/> ASSOCIATION	
		<input type="checkbox"/> COMPANY	
		<input type="checkbox"/> DISTRICT	
		NAME: <u>N/A</u>	
		LETTER OF COMMITMENT FOR	
		SERVICE - <u>N/A</u> <input 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 checked="" type="checkbox"/> SEPTIC TANK/LEACH FIELD		<input type="checkbox"/> CENTRAL SYSTEM - DISTRICT NAME:	
<input type="checkbox"/> LAGOON		<input type="checkbox"/> VAULT - LOCATION SEWAGE HAULED	
<input type="checkbox"/> ENGINEERED SYSTEM (Attach a copy of engineering design)		<input type="checkbox"/> OTHER:	

¹ Per 00CW99 and 00CW196, Paragraph 19

² Assuming 8,600 ft² of irrigatable land per lot @ 0.0566AF/year/1,000 ft²

³ Assuming 4 large animals per lot @ 0.011 AF/year/animal

Appendix C

CENTRAL FILES

RECEIVED

MAY 24 2001

DISTRICT COURT, WATER DIVISION 2, STATE OF COLORADO

Court Address: 320 W. Tenth St., Pueblo, CO 81003
Phone Number: (719) 583-7048

CONCERNING THE APPLICATION OF:

ROBERT W. SLAGLE

IN EL PASO AND DOUGLAS COUNTIES

Attorney for Applicant:

Steven T. Monson
Felt, Monson & Culichia, LLC
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Atty. Reg. #. 11329

WATER RESOURCES
STATE ENGINEER
COLO

FILED IN THE OFFICE OF THE CLERK,
DISTRICT COURT WATER DIV. NO. 2
STATE OF COLORADO

MAY 21 2001

CLERK

▲ COURT USE ONLY ▲

Case No.: 00CW99 (Division 2)
Case No.: 00CW196 (Division 1)

FINDINGS OF FACT, JUDGMENT AND DECREE GRANTING UNDERGROUND WATER RIGHTS AND PLAN FOR AUGMENTATION

THIS MATTER comes before the Court on the Application for Underground Water Rights and Plan for Augmentation filed by Robert W. Slagle and, having reviewed said application and other pleadings on file and the stipulation of the parties, and being fully advised on this matter, the following findings and orders have been made:

FINDINGS OF FACT

General Findings

1. The applicant in this case is Robert W. Slagle ("Applicant"). This case involves the adjudication of Denver Basin ground water underlying Applicant's Property in northern El Paso County. It also involves the adjudication of a plan for augmentation to replace stream depletions caused by pumping from four wells in the not nontributary Dawson Aquifer. The water rights application was filed in both Water Divisions 1 and 2 because stream depletions may occur in both the South Platte River and Arkansas River drainages.

2. The water rights application in this case was filed in Water Division 2 on October 26, 2000, and also filed in Water Division 1 on October 27, 2000.

3. By Order of Referral from Water Division 2 dated November 1, 2000, Case No 00CW99 was referred to the Water Referee. By Order of Referral from Water Division 1 dated October 27, 2000, Case No 00CW196 was referred to the Water Referee.

4. By an April 6, 2001 Order of the Panel on Consolidated Multidistrict Litigation, Case No. 01MDL04, the Division 1 case, Case No. 00CW196, was consolidated into this Division 2 case, Case No. 00CW99.

5. The Court has jurisdiction over the subject matter of this proceeding and over all parties affected hereby, whether or not they have appeared in this action. The land and water rights involved herein are not included within the boundaries of any designated groundwater basin.

6. A Statement of Opposition to the Application was timely filed by the City of Colorado Springs. No other Statements of Opposition have been filed, and the time for filing such Statements has now expired. A May 10, 2001 Stipulation has been entered into between the Applicant and the City of Colorado Springs whereby the City of Colorado Springs has consented to the entry of this decree.

Ground Water Rights

7. The land overlying the ground water which is the subject of this case is owned by the Applicant and consists of approximately 34.3 acres within the E 1/2 SE 1/4 of Section 13, Township 12 South, Range 66 West, 6th P.M., in El Paso County, Colorado ("Applicant's Property"). The Applicant's Property is more particularly described in the attached Exhibit A legal description.

8. The Dawson, Denver and Arapahoe aquifers of the Denver Basin underlying the Applicant's Property are not nontributary. The Laramie-Fox Hills aquifer underlying the Applicant's Property is nontributary. The Denver and Arapahoe aquifers for the Applicant's Property are more than one mile from any point of contact between any natural stream, including its alluvium. As such, and pursuant to C.R.S. §37-90-137(9)(c) (Vol. 10, 2000), the augmentation requirements for wells into these two not nontributary aquifers will only require the replacement to the affected stream system of a total amount of water equal to four percent of the water withdrawn on an annual basis. Applicant shall not be entitled to construct a well or use water from the not nontributary Dawson, Denver or Arapahoe aquifers until an augmentation plan has been decreed by the Court in accordance with C.R.S. §37-90-137(9)(c) (Vol. 10, 2000).

9. The depth of the aquifers underlying the Applicant's Property are as follows:

<u>Aquifer</u>	<u>Aquifer Depth</u>
Dawson	0 to 410 feet below land surface
Denver	450 to 1,380 feet below land surface
Arapahoe	1,430 to 1,940 feet below land surface
Laramie-Fox Hills	2,230 to 2,550 feet below land surface

The depths of the aquifers underlying Applicant's Property are based upon the best information presently available. The actual depth of each well to be constructed within the respective aquifers will be determined by water availability and actual aquifer conditions.

10. Applicant shall be entitled to withdraw all legally available ground water in the Denver Basin aquifers underlying Applicant's Property. Said amounts can be withdrawn over the 100 year life of the aquifers as set forth in C.R.S. §37-90-137(4) (Vol. 10, 2000). The average annual amounts of ground water available for withdrawal from the underlying Denver Basin aquifers are determined and set forth as follows:

<u>Aquifer</u>	<u>Acres</u>	<u>Saturated Thickness (Feet)</u>	<u>Specific Yield (%)</u>	<u>Annual Ave. Withdrawn (Acre Feet)</u>
Dawson	34.3	160	20	11.0
Denver	34.3	380	17	22.2
Arapahoe	34.3	260	17	15.2
Laramie-Fox Hills	34.3	190	15	9.8

11. Applicant shall be entitled to withdraw an amount of ground water in excess of the annual amount decreed from the Denver Basin aquifers underlying Applicant's Property, so long as the sum of the total withdrawals from all the wells in the aquifer does not exceed the product of the number of years since the date of issuance of the original well permit or the date of entry of a decree herein, whichever comes first, and the annual volume of water which Applicant is entitled to withdraw from the aquifer underlying Applicant's Property.

12. Applicant shall be entitled to produce the full legal entitlement from the respective Denver Basin aquifers underlying Applicant's Property through any combination of wells constructed into each aquifer. These wells may be treated as a well field, and may be located at any point within the boundaries of the Applicant's Property without the necessity of filing an amendment

to the application, republishing, or petitioning the Court for the opening of this decree. The pumping rates for each well may vary according to aquifer conditions and well production capabilities. The Applicant shall be entitled to withdraw ground water at rates of flow necessary to withdraw the entire decreed amounts.

13. Well permit applications for the wells to be drilled pursuant to this decree shall be applied for prior to drilling wells into the Denver Basin aquifers. No exact location is required for the wells in this decree, as that information will be provided when the well permit applications are submitted

14. The Applicant shall have the right to use the ground water for all beneficial uses, including, without limitation, domestic, commercial, industrial, irrigation, stock water, recreation, fish and wildlife propagation, fire protection, central water supply for such uses, and also for exchange and augmentation purposes. The nontributary water may be used, reused, and successively used to extinction, both on and off the Applicant's Property. Subject, however, to the relinquishment of the right to consume no more than two percent of such nontributary water withdrawn. Applicant may use such water by immediate application or by storage and subsequent application to the beneficial uses and purposes stated herein. Provided however, as set forth above, Applicant shall not be entitled to construct a well or use water from the not nontributary Dawson, Denver and Arapahoe aquifers until a decreed augmentation plan has been entered by the Court.

15. Water is available from the nontributary aquifers beneath the Applicant's Property and the withdrawal of that water from wells in the amounts of water determined in accordance with the provisions of this decree will not result in material injury to any other vested water rights or to any other owners or users of water.

Plan for Augmentation

16. The structures to be augmented are four wells to be completed in the not nontributary Dawson aquifer of the Denver Basin underlying the Applicant's Property, including any replacement wells ("Dawson Aquifer Wells")

17. The Dawson Aquifer Wells are to be used for the water supply for four single family residences upon the Applicant's Property. The maximum annual diversions from the wells shall not exceed 0.8 acre feet per well and a total of 3.2 acre feet for all four wells. The Applicant's consultant has operated the State Engineer's Denver Basin Ground Water Flow Model for the determination of stream depletions from the Dawson aquifer pumping. The actual stream depletions are a maximum of twenty-five percent of the Dawson Aquifer well pumping, assuming 300 years of withdrawal under this plan. The actual stream depletions will therefore be a maximum of 0.2 annual acre feet per residence (0.8 annual diversions times 25 percent), with a total depletion under this plan from all four wells of 0.8 annual acre feet. Attached hereto as Exhibit B is the Dawson Aquifer stream depletion factors under the ground water flow model operated by Applicant's consultant.

18. The water rights to be used for augmentation during pumping are the return flows of the not nontributary Dawson Aquifer Wells to be pumped as set forth in this plan for augmentation. Pursuant to C.R.S. §37-90-137(9)(c) (Vol. 10, 2000), the augmentation obligation for the Dawson Aquifer Wells requires the replacement of actual stream depletions to the extent necessary to prevent any injurious effect.

19 Waste water from the inhouse residential uses shall be disposed of through a nonevaporative septic system which is hereby determined to have return flows to the tributary stream system of ninety percent of the inhouse residential pumping of 0.27 per unit. Inhouse consumptive use is ten percent of diversions and return flows for each inhouse residential use will therefore be ninety percent of the above 0.27 annual acre feet of pumping, or 0.24 acre feet per residence. Total return flows from the inhouse use from the four Dawson Aquifer Wells will be 0.96 annual acre feet. These return flows will adequately augment the tributary stream system in excess of the maximum actual stream depletion amount of 0.8 annual acre feet and will prevent material injury to other vested water rights. These inhouse use return flows are committed to this plan for augmentation and cannot be used for any purpose without a subsequent order of this Court under the Court's retained jurisdiction or under further water rights application filed with this Court.

20. The use of the remaining pumping allotment from the Dawson Aquifer Wells beyond the inhouse use will be for stock watering and for the irrigation of lawns, gardens and landscaping. The irrigation return flows are not used as part of this augmentation plan, but Applicant preserves his claim to those return flows and does not waive his rights thereto.

21. This application was filed in both Water Divisions 1 and 2 because depletions may occur to both divisions. The return flows set forth above as augmentation will accrue to only the Monument Creek system, tributary to Fountain Creek, tributary to the Arkansas River. Under this augmentation plan, the total amount of depletions will be replaced to the Arkansas River Basin as set forth herein, and the Court finds that those replacements are sufficient under this augmentation plan.

22. This plan for augmentation shall have a pumping period of three hundred years. It is necessary for the Applicant to address the replacement of injurious post-pumping depletions which may be caused to the stream system by the Dawson Aquifer Wells beyond the operation of the wells. For the replacement of such post-pumping depletions, the Applicant shall reserve 960 acre feet of water from the nontributary Laramie-Fox Hills aquifer underlying the Applicant's Property, less the amount of actual replacements made during the three hundred year plan. The Applicant's entitlement to the Laramie-Fox Hills aquifer, as previously determined under this decree, shall be reduced by this amount in order to reflect this reservation. The reserved nontributary water will be used to replace injurious post-pumping depletions. This decree, upon recording, shall constitute a covenant running with the land requiring construction of the well to the nontributary Laramie-Fox Hills aquifer and pumping of water to replace injurious post-pumping stream depletions under this decree. Applicant claims that post-pumping depletions will be noninjurious and need not be replaced. To preserve the ability to prove such claim at a later point, the Applicant is allowed the right to invoke

the Court's retained jurisdiction to prove that post-pumping depletions are noninjurious, or that a lesser amount of replacement water is required than reserved herein. Applicant shall have the burden of proof on these matters.

23. Consideration has been given to the depletions from Applicant's use and proposed uses of water, in quantity, time and location, together with the amount and timing of augmentation water which will be provided by the Applicant, and the existence, if any, of injury to any owner of or person entitled to use water under a vested water right.

24. It is determined that the timing, quantity and location of replacement water under the protective terms in this decree are sufficient to protect the vested rights of other water users and eliminate material injury thereto. The replacement water is of a quantity and quality so as to meet the requirements for which the water of senior appropriators has normally been used and such replacement water shall be accepted by the senior appropriators for substitution for water derived by the exercise of the Applicant's Dawson Aquifer wells. As a result of the operation of this plan for augmentation, the depletions from the Dawson Aquifer Well will not result in material injury to the vested water rights of others.

Conclusions of Law

25. The application for augmentation filed by the Applicant was filed with the Water Clerks in Division No. 1 and Division No. 2, pursuant to C.R.S. §37-92-302(1)(a) and C.R.S. §37-90-137(9)(c) (Vol. 10, 2000). These cases were properly consolidated before Water Division 2.

26. Applicant is entitled to the sole right to withdraw all the legally available water in the Denver Basin aquifers underlying Applicant's Property, and the right to use that water to the exclusion of all others subject to the terms of this decree.

27. The Applicant has complied with C.R.S. §37-90-137(4) (Vol. 10, 2000), and the ground water requested herein is legally available for withdrawal by the requested nontributary wells, and legally available for withdrawal by the requested not nontributary wells upon the entry of a decree approving an augmentation plan pursuant to C.R.S. §37-90-137(9)(c) (Vol. 10, 2000). Applicant is entitled to a decree from this Court confirming its rights to withdraw ground water pursuant to C.R.S. §37-90-137(4) (Vol. 10, 2000).

28. The Denver Basin water rights applied for in this claim are not conditional water rights, but are absolute water rights determined pursuant to C.R.S. §37-90-137 (Vol. 10, 2000). No applications for diligence are required. The claims for nontributary and not nontributary ground water meet the requirements of Colorado law.

29. The determination of the nontributary ground water rights in the Denver Basin aquifers as set forth herein is contemplated and authorized by law. C.R.S. §37-90-137 and C.R.S. §37-92-302 to §37-92-305 (Vol. 10, 2000).

30. The Applicant's request for approval of a plan for augmentation is contemplated and authorized by law. If administered in accordance with this decree, this plan for augmentation will permit the uninterrupted diversions for the Dawson Aquifer Wells as described herein, without adversely affecting any other vested water rights in the Arkansas River and South Platte River or their tributaries and when curtailment would otherwise be required to meet a valid senior call for water. C.R.S. §38-92-305(3), (5), and (8) (Vol. 10, 2000).

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

31. All the foregoing Findings of Fact and Conclusions of Law are incorporated by reference herein, and are to be considered a part of the decretal portion hereof as though set out in full.

32. The Application for Underground Water Rights and Plan of Augmentation proposal by the Applicant is approved, subject to the terms of this decree.

33. The Applicant shall comply with C.R.S. §37-90-137(9)(b) (Vol. 10, 2000) requiring the relinquishment of the right to consume of up to two percent of the amount of the nontributary ground water withdrawn. Ninety-eight percent of the nontributary ground water withdrawn may thereby be consumed. No plan of augmentation shall be required to provide for such relinquishment.

34. The State Engineer, the Division Engineer, and/or the Water Commissioner shall not, at the request of appropriators, or on their own initiative, curtail the diversion and use of water covered by the Dawson Aquifer Wells and plan for augmentation, so long as the return flows from the annual diversions associated with the Dawson Aquifer Wells accrue to the stream system pursuant to the conditions contained herein. To the extent that Applicant or one of its successors or assigns is ever unable to provide the replacement water required, then the Dawson Aquifer Wells shall not be entitled to operate under the protection of this plan, and shall be subject to administration and curtailment in accordance with the laws, rules, and regulations of the State of Colorado. Pursuant to C.R.S. §37-92-305(8), the State Engineer shall curtail all out-of-priority diversions which are not so replaced as to prevent injury to vested water rights.

35. The Court retains jurisdiction over this matter to make adjustments in the allowed average annual amount of withdrawal from the Denver Basin aquifers, either upwards or downwards, to conform to actual local aquifer characteristics, and that the Applicant need not refile, republish, or otherwise amend this application to request such adjustments. The Court further retains jurisdiction for the Applicant to later seek to prove that post-pumping depletions are noninjurious or that the extent of replacement for post-pumping depletions is less than the amount of water reserved herein

36. The Court shall retain jurisdiction for so long as depletions occur to the South Platte River system in order to reconsider whether the replacement of depletions to only the Monument

Creek system, instead of the South Platte River system, is causing material injury to the vested water rights tributary to the South Platte River. Any person may invoke the Court's retained jurisdiction at any time that Applicant is causing depletions, including ongoing post-pumping depletions to the South Platte River system and is replacing such depletions to only Monument Creek. Any person seeking to invoke the Court's retained jurisdiction shall file a verified petition with the Court setting forth with particularity the factual basis for the alleged material injury and for requesting that the Court evaluate injury to vested water rights associated with the above replacement of depletions under this decree, together with the proposed decretal language to effect the petition. The party filing the petition shall have the burden of proof of going forward to establish a prima facie case based on the facts alleged in the petition and that Applicant's failure to replace depletions to the South Platte River system is causing material injury to water rights owned by that party invoking the Court's retained jurisdiction, except that the State and Division Engineer may invoke the Court's retained jurisdiction by establishing a prima facie case that material injury is occurring to any vested or conditionally decreed water rights in the South Platte River system due to the location of Applicant's replacement water. If the Court finds that those facts are to be established, the Applicant shall thereupon have the burden of proof to show (a) that any modification sought by the Applicant will avoid material injury to other appropriators, or (b) that any modification sought by the petitioner is not required to avoid material injury to appropriators, or (c) that any term or condition proposed by Applicant in response to the petition does avoid material injury to other vested water rights.

37. Pursuant to the provisions of §37-92-304(6) (Vol. 10, 2000), this plan for augmentation decreed herein shall be subject to the reconsideration of this Court, for the purpose of evaluating injury to vested water rights, for a period of three years from the date of this decree. Any person, within the three year period, may petition the Court to invoke its retained jurisdiction. Any person seeking to invoke the Court's retained jurisdiction shall file a verified petition with the Court setting forth with particularity the factual basis for requesting that the Court evaluate injury to vested water rights associated with the operation of this decree, together with proposed decretal language to effect the petition. The party filing the petition shall have the burden of proof of going forward to establish a prima facie case based on the facts alleged in the petition. If the Court finds those facts to be established, Applicant shall thereupon have the burden of proof to show: (a) that any modification sought by Applicant will avoid material injury to other appropriators, or (b) that any modification sought by the petitioner is not required to avoid material injury to appropriators, or (c) that any term or condition proposed by Applicant in response to the petition does avoid material injury to other vested water rights. If no such petition is filed within the three year period and the retained jurisdiction period is not extended by the Court in accordance with the revisions of the statute, this matter shall become final under its own terms.

38. The Court determines and orders that the State Engineer shall issue well permits in accordance with the decree entered herein. Should Applicant fail to construct any well prior to the expiration of the well permit, Applicant may reapply to the State Engineer for a new well permit and the State Engineer shall issue a new well permit with terms and conditions no more burdensome than those contained herein.

39. The wells shall be installed and metered as reasonably required by the Division Engineer and the State Engineer. Each well shall be equipped with a totalizing flow meter and Applicant shall submit diversion records to the Division Engineer or his representative on an annual basis or as otherwise requested by the Division Engineer. The Applicant shall also provide accountings to the Division Engineer and Water Commissioner as required by them to demonstrate compliance under this plan of augmentation, a representative copy of which accounting is attached hereto as Exhibit C

40. This decree shall be recorded. Copies of this decree, when entered by the Court, shall be mailed to the parties as required by statute.

DATED THIS 21st day of May, 2001.

BY THE COURT:

Water Referee
Water Division 2
State of Colorado

c:\pleading\slagle\fof mot 5/14/01

EXHIBIT A

That portion of the East half of the Southeast quarter of Section 13 in Township 12 South, Range 66 West of the 6th P.M., in El Paso County, Colorado described as follows:

Commencing at the Southwest corner of the East half of the Southeast quarter of said Section 13; thence Northerly on the West line of the East half of said Southeast quarter 1547.24 feet for the point of beginning of the tract to be described hereby; Thence Easterly parallel with the South line of said Section 13 a distance of 717.75 feet; thence Southerly parallel with the West line of the East half of said Southeast quarter 1547.24 feet to intersect the South line of said Section 13; thence Easterly on said South line to the Southeast corner of said Section 13; thence Northerly on the East line of said Section 13 to the Northeast corner of the South half of the Northeast quarter of the Southeast quarter of said Section 13; thence Westerly on the North line of the South half of the Northeast quarter of the Southeast quarter of said Section 13 to the Northwest corner thereof; thence Southerly on the West line of the Northeast quarter of the Southeast quarter of said Section 13 to the point of beginning, except the South 30 feet thereof.

EXHIBIT B

Table 1
Diverse Aquifer Stream Depletion Factors
Single Property
(as % q/Q)

YRS	MONUMENT	W-PLUM	E-PLUM	W-CHEBERRY	E-CHEBERRY	CHERRY	KIOWA	KETTLE	SAND	BIG SANDY	SQUIRREL	TOTAL
10	0.09	0.00	0.00	0.00	0.01	0.00	0.00	1.86	0.07	0.00	0.00	2.08
20	0.24	0.00	0.00	0.01	0.04	0.00	0.00	3.17	0.07	0.00	0.00	3.53
30	0.43	0.00	0.00	0.02	0.09	0.00	0.00	4.00	0.17	0.00	0.00	4.71
40	0.64	0.00	0.00	0.04	0.15	0.00	0.00	4.81	0.34	0.00	0.00	5.76
50	0.83	0.00	0.00	0.06	0.23	0.00	0.00	5.10	0.51	0.00	0.01	6.75
60	1.05	0.00	0.00	0.10	0.32	0.00	0.00	5.49	0.72	0.00	0.01	7.72
70	1.26	0.00	0.00	0.15	0.42	0.00	0.01	5.83	0.99	0.00	0.02	8.67
80	1.45	0.00	0.00	0.20	0.52	0.00	0.01	6.13	1.26	0.00	0.03	9.61
90	1.63	0.00	0.00	0.26	0.63	0.01	0.02	6.37	1.56	0.00	0.04	10.54
100	1.82	0.00	0.00	0.33	0.74	0.01	0.02	6.61	1.88	0.00	0.05	11.46
110	2.01	0.00	0.00	0.41	0.85	0.01	0.03	6.82	2.18	0.00	0.07	12.32
120	2.19	0.00	0.00	0.49	0.96	0.02	0.04	7.01	2.49	0.00	0.08	13.29
130	2.36	0.00	0.01	0.57	1.08	0.02	0.05	7.18	2.81	0.00	0.10	14.19
140	2.53	0.00	0.01	0.66	1.19	0.03	0.07	7.34	3.13	0.00	0.12	15.03
150	2.70	0.01	0.01	0.74	1.30	0.04	0.09	7.49	3.43	0.00	0.14	15.94
160	2.86	0.01	0.01	0.82	1.40	0.05	0.11	7.62	3.74	0.00	0.16	16.78
170	3.01	0.01	0.02	0.90	1.51	0.06	0.13	7.72	4.00	0.00	0.18	17.60
180	3.16	0.01	0.02	0.99	1.62	0.07	0.15	7.85	4.32	0.00	0.20	18.42
190	3.31	0.02	0.02	1.08	1.72	0.08	0.18	7.97	4.60	0.00	0.23	19.23
200	3.46	0.02	0.03	1.17	1.83	0.10	0.21	8.01	4.87	0.00	0.25	20.01
210	3.60	0.03	0.03	1.26	1.93	0.11	0.24	8.17	5.13	0.00	0.28	20.78
220	3.74	0.03	0.04	1.35	2.04	0.13	0.27	8.26	5.38	0.00	0.30	21.54
230	3.88	0.04	0.04	1.44	2.14	0.14	0.30	8.35	5.63	0.00	0.32	22.29
240	4.01	0.04	0.05	1.53	2.23	0.16	0.33	8.43	5.86	0.00	0.35	23.03
250	4.15	0.05	0.06	1.62	2.33	0.18	0.37	8.51	6.09	0.00	0.37	23.75
260	4.28	0.05	0.06	1.71	2.43	0.20	0.41	8.58	6.31	0.00	0.40	24.46
270	4.40	0.07	0.07	1.80	2.53	0.22	0.45	8.63	6.52	0.00	0.44	25.15
280	4.53	0.08	0.08	1.89	2.63	0.24	0.49	8.72	6.72	0.00	0.48	25.83
290	4.65	0.08	0.09	1.98	2.72	0.27	0.53	8.78	6.91	0.00	0.51	26.52
300	4.77	0.10	0.09	2.07	2.83	0.29	0.57	8.84	7.10	0.00	0.49	27.17
310	4.81	0.11	0.10	2.17	2.93	0.32	0.62	8.92	7.26	0.00	0.51	27.77
320	4.77	0.12	0.11	2.26	3.03	0.34	0.67	9.01	7.57	0.00	0.54	28.48
330	4.69	0.13	0.12	2.34	3.08	0.37	0.71	9.00	7.64	0.00	0.56	29.14
340	4.60	0.14	0.13	2.41	3.12	0.40	0.76	8.94	7.65	0.00	0.58	29.84
350	4.51	0.16	0.14	2.48	3.14	0.43	0.81	8.81	7.61	0.00	0.60	30.61
360	4.41	0.17	0.15	2.53	3.15	0.45	0.86	8.65	7.54	0.00	0.61	31.33
370	4.32	0.19	0.16	2.57	3.15	0.48	0.91	8.54	7.53	0.00	0.63	32.09
380	4.22	0.20	0.17	2.61	3.14	0.51	0.96	8.41	7.48	0.00	0.64	32.86
390	4.14	0.22	0.18	2.63	3.13	0.54	1.01	8.29	7.42	0.00	0.65	33.61
400	4.06	0.24	0.18	2.65	3.11	0.57	1.06	8.17	7.34	0.00	0.66	34.34
410	3.98	0.25	0.19	2.66	3.09	0.60	1.11	8.04	7.26	0.00	0.66	35.04
420	3.90	0.27	0.20	2.67	3.07	0.62	1.15	7.92	7.17	0.00	0.66	35.71
430	3.83	0.29	0.21	2.67	3.04	0.65	1.19	7.80	7.07	0.00	0.66	36.34
440	3.76	0.31	0.22	2.67	3.01	0.67	1.24	7.68	6.96	0.00	0.66	36.94
450	3.69	0.33	0.23	2.66	2.99	0.70	1.28	7.56	6.85	0.00	0.66	37.51
460	3.62	0.34	0.24	2.65	2.96	0.72	1.32	7.44	6.74	0.00	0.66	38.04
470	3.55	0.36	0.25	2.64	2.93	0.75	1.35	7.32	6.63	0.00	0.66	38.54
480	3.49	0.38	0.25	2.63	2.89	0.77	1.39	7.20	6.52	0.00	0.65	39.01
490	3.42	0.40	0.26	2.61	2.86	0.79	1.42	7.08	6.41	0.00	0.65	39.44
500	3.36	0.42	0.27	2.59	2.83	0.81	1.45	6.96	6.30	0.00	0.64	39.83
510	3.30	0.44	0.27	2.57	2.79	0.83	1.48	6.84	6.19	0.00	0.64	40.19
520	3.24	0.45	0.28	2.54	2.76	0.85	1.51	6.72	6.08	0.00	0.64	40.54
530	3.18	0.47	0.29	2.52	2.72	0.86	1.54	6.60	5.97	0.00	0.64	40.88
540	3.12	0.49	0.29	2.49	2.69	0.88	1.56	6.48	5.86	0.00	0.64	41.21
550	3.06	0.50	0.30	2.47	2.66	0.89	1.59	6.36	5.75	0.00	0.64	41.53
560	3.01	0.52	0.30	2.44	2.62	0.91	1.61	6.24	5.64	0.00	0.64	41.84
570	2.95	0.54	0.31	2.41	2.59	0.92	1.63	6.12	5.53	0.00	0.64	42.14
580	2.90	0.55	0.31	2.39	2.55	0.93	1.65	6.01	5.42	0.00	0.64	42.44
590	2.85	0.57	0.31	2.36	2.52	0.94	1.67	5.90	5.31	0.00	0.64	42.73
600	2.80	0.58	0.32	2.33	2.48	0.96	1.68	5.79	5.20	0.00	0.64	43.01

Well In 13/125/65W (21,12)

					From	To
					Yearly	
					(gal.)	(af)
Lot No.	Well Permit No.	This Year October 31	Last Year October 31	Total	Total	
1						
2						
3						
4						
1	Total No. Homes					
2	Total					

3	Total Withdrawal (2)	+		af
4	Stream Depletion Factor Total from Table I rounded up to nearest 10 years since pumping began	*/100		
5	Depletion	=		af
6	Total No. of Homes (1)	+		af
		*.27	0.27	
7	Total	=		af
8	Accretion (Depletion)	(7)-(5)		af

Table I

YRS	Arkansas River	So. Plastic	Total	YRS	Arkansas River	So. Plastic	Total
10	2.07	0.01	2.08	310	19.00	5.65	24.65
20	3.48	0.05	3.53	320	17.92	5.86	23.78
30	4.60	0.11	4.71	330	17.13	6.04	23.17
40	5.57	0.19	5.76	340	16.49	6.20	22.69
50	6.46	0.29	6.75	350	15.93	6.35	22.28
60	7.28	0.42	7.70	360	15.40	6.45	21.85
70	8.08	0.57	8.65	370	14.91	6.55	21.46
80	8.84	0.72	9.56	380	14.41	6.63	21.04
90	9.59	0.90	10.49	390	13.96	6.70	20.66
100	10.30	1.08	11.38	400	13.51	6.75	20.26
110	11.01	1.27	12.28	410	13.07	6.79	19.86
120	11.69	1.47	13.16	420	12.64	6.83	19.47
130	12.35	1.68	14.03	430	12.24	6.86	19.10
140	13.00	1.89	14.89	440	11.84	6.89	18.73
150	13.62	2.10	15.72	450	11.45	6.91	18.36
160	14.22	2.29	16.51	460	11.08	6.91	17.99
170	14.79	2.50	17.29	470	10.71	6.93	17.64
180	15.34	2.71	18.05	480	10.38	6.92	17.30
190	15.88	2.92	18.80	490	10.04	6.92	16.96
200	16.41	3.15	19.56	500	9.72	6.92	16.64
210	16.90	3.36	20.26	510	9.41	6.90	16.31
220	17.38	3.59	20.97	520	9.12	6.88	16.00
230	17.86	3.81	21.67	530	8.83	6.87	15.70
240	18.30	4.03	22.33	540	8.56	6.84	15.40
250	18.75	4.26	23.01	550	8.29	6.82	15.11
260	19.17	4.48	23.65	560	8.05	6.79	14.84
270	19.57	4.71	24.28	570	7.80	6.77	14.57
280	19.97	4.94	24.91	580	7.57	6.73	14.30
290	20.34	5.17	25.51	590	7.35	6.70	14.05
300	20.71	5.40	26.11	600	7.14	6.67	13.81

CENTRAL FILES

DISTRICT COURT, WATER DIVISION 2, COLORADO		FILED IN THE OFFICE OF THE CLERK, DISTRICT COURT WATER DIV NO 2 STATE OF COLORADO JUN 29 2001 CLERK ▲ ▲ COURT USE ONLY
Court Address: 320 West 10th Street, #203 Pueblo, CO 81003		
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: ROBERT W. SLAGLE IN EL PASO AND DOUGLAS COUNTIES.		
Attorney or Party Without Attorney (Name and Address):		Case Number: 00CW99 (Division 2) 000CW196 (Division 1)
Phone Number:	E-mail:	
FAX Number:	Atty. Reg.#:	
JUDGMENT AND DECREE		

THE COURT FINDS that no protest has been filed to the Ruling of the Water Referee within the time provided by law, and that said Ruling should be confirmed, approved and adopted.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Findings of Fact, Judgment and Decree Granting Underground Water Rights and Plan for Augmentation entered on May 21, 2001, be and is incorporated herein by reference and is confirmed, approved and adopted as the judgment of this Court.

Dated: June 29, 2001.

BY THE COURT:



JOHN E. ANDERSON, III
WATER JUDGE

RECEIVED

JUL 13 2001

WATER DIVISION 2
STATE OF COLORADO

Larry Gilland

From: crs crshea.com <crs@crshea.com>
Sent: Monday, November 21, 2022 4:50 PM
To: Larry Gilland
Subject: Fwd: [EXTERNAL]Water Court Document link for your property at 5740 Burgess Road

Larry,
Here is the well info.
Charlie

Sent from my iPad

Begin forwarded message:

From: "Renehan, Jeffrey" <jeffrey.renehan@linquest.com>
Date: May 17, 2022 at 12:49:03 PM MDT
To: Larry Gilland <larryg@lgastudios.com>, "crs crshea.com" <crs@crshea.com>, JEFF AND JULIE RENEHAN <jjmatrenehan@aol.com>, Brad Renehan <renehanranch@outlook.com>, jbplatform@hotmail.com
Subject: [EXTERNAL]Water Court Document link for your property at 5740 Burgess Road

Here is the info on the wells. BLUF: Click the "at this link" below. Doug Hollister says we are in great shape, we have a lot of adjudicated water, can access all of Dawson aquifers and since the 4 wells have been adjudicated, it will make the process go a lot faster.

Let me know if you see something different.

Jeff Renehan



LinQuest Corporation
Senior Vice President
Mission Operations Services
Office: 719-358-5827 Mobile: 719-660-4951
jeffrey.renehan@linquest.com

This message and any attachments are intended only for the addressee and may contain information that is privileged and confidential. If you have received this message in error, please do not read, use, copy, distribute, or disclose the contents of the message and any attachments. Instead, please delete the message and any attachments and notify the sender immediately. Thank you.

From: Hollister - DNR, Doug <doug.hollister@state.co.us>
Sent: Tuesday, May 17, 2022 12:06 PM
To: Renehan, Jeffrey <jeffrey.renehan@linquest.com>
Cc: Henrichs - DNR, Dan <dan.henrichs@state.co.us>; Rachel Zancanella <rachel.zancanella@state.co.us>
Subject: [EXTERNAL]Water Court Document link for your property at 5740 Burgess Road

Mr. Renehan, [at this link](#), you can access all the documents related to the Division 2 Water court case 00CW0099 that adjudicated the Denver Basin Aquifers underneath the subject property. These documents can be found under the "Imaged Documents" tab of the webpage.

The screenshot shows a web browser window with the URL dwr.state.co.us/Tools/Structures/1006341. The page title is "Structures" and it features a navigation menu with tabs for "Structure Overview", "Diversion Records", "Water Rights", "Measuring Points", and "Irrigated Lands". The "Structure Overview" tab is active, displaying the following information:

Structure Name	SLAGLE NNT DAWSON (1006341)	Associated Permits
Structure Type	WELL FIELD	Water Source Type
CIU Code	Active Structure with contemporary diversion records (A)	Water Source

Below this information is a section titled "Location" with a dropdown arrow, containing the following details:

Division	2
Water District	10
County	EL PASO
Designated Basin	
Management District	

This plan is for a four lot subdivision. The El Paso County subdivision process requires the property owner to prove a 300 year water supply for new subdivision applications and this water court case does that.

Please let me know if you have any questions.

Doug Hollister
District 10 Water Commissioner
North Regional Team Leader
Districts 10, 14, and 15



C 719.338.2012
4255 Sinton Rd., Colorado Springs, CO 80907
doug.hollister@state.co.us | dwr.colorado.gov

RECORDATION REQUESTED BY:
STOCKMENS BANK
A DIVISION OF THE STATE BANK OF BARTLEY
601 N. NEVADA AVENUE
COLORADO SPRINGS, CO 80903

WHEN RECORDED MAIL TO:
STOCKMENS BANK
A DIVISION OF THE STATE BANK OF BARTLEY
601 N. NEVADA AVENUE
COLORADO SPRINGS, CO 80903

SEND TAX NOTICES TO:
STOCKMENS BANK
A DIVISION OF THE STATE BANK OF BARTLEY
601 N. NEVADA AVENUE
COLORADO SPRINGS, CO 80903

FOR RECORDER'S USE ONLY

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$275,000.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated December 21, 2012, among **BRADLEY W. RENEHAN** and **SANDRA L. RENEHAN**, whose address is 125 ELLSWORTH STREET, COLORADO SPRINGS, CO 80906 and **JEFFREY N. RENEHAN** and **JULIE A. RENEHAN**, whose address is 9548 STONEGLEN DRIVE, COLORADO SPRINGS, CO 80920 ("Grantor"); **STOCKMENS BANK**, whose address is A DIVISION OF THE STATE BANK OF BARTLEY, 601 N. NEVADA AVENUE, COLORADO SPRINGS, CO 80903 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of EL PASO County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in EL PASO County, State of Colorado:

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTHERLY ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1547.24 FEET FOR THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 717.75 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1547.24 FEET TO INTERSECT THE SOUTH LINE OF SAID SECTION 13; THENCE EASTERLY ON SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 13 TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE WESTERLY ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 30 FEET THEREOF.

The Real Property or its address is commonly known as **5740 BURGESS ROAD, COLORADO SPRINGS, CO 80908.**

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law

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Stalk
12/21/12

**DEED OF TRUST
(Continued)**

Page 2

which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender

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DWH

DEED OF TRUST (Continued)

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverages... Grantor shall procure and maintain policies of fire insurance with standard extended coverages... Grantor shall procure and maintain policies of fire insurance with standard extended coverages...

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action is required to, take any action that Lender believes to be appropriate to protect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, incur any expenses incurred or paid by Lender for such purposes as will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment.

DEFENSE OF TITLE. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title to the Property, Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor shall be obligated to pay the reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust: Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) conveys the tax as provided above in the Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, the event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) conveys the tax as provided above in the Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, the event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) conveys the tax as provided above in the Subsequent Taxes.

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**DEED OF TRUST
(Continued)**

Page 4

a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Break Other Promises. Borrower or Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's accounts with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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Accelerate indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorney's fees, and the cost of the evidence; (b) to all sums secured by this Deed of Trust and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Funds. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Funds, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Funds are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Funds from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

State of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing indebtedness so used or applied may be credited thereon as having been paid.

Attorney's Fees. Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney's fees and other costs, including but not limited to the cost of searching records, preparing and filing pleadings, and other costs, including but not limited to the cost of searching records, vacating any automatic stay or lifting of any stay or order, appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining the reports (including foreclosure reports), surveyor's reports, and appraisal fees, the insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by the addressee (unless otherwise required by law), when deposited with a nationally recognized overnight carrier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Deed of Trust. All copies of notices or foreclosures from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to fill the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of EL PASO County, State of Colorado.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of the

DEED OF TRUST
(Continued)

**DEED OF TRUST
(Continued)**

Page 6

Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. In the event Lender institutes legal process to obtain possession of the Property and to the extent permitted by law, Grantor hereby knowingly and voluntarily waives any right to a hearing prior to a court order granting Lender the right to take possession of the Property. Grantor waives all rights of exemption from execution or similar law in the Property, and Grantor agrees that the rights of Lender in the Property under this Deed of Trust are prior to Grantor's rights while this Deed of Trust remains in effect.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means STOCKMENS BANK, and its successors and assigns.

Borrower. The word "Borrower" means BRADLEY W. RENEHAN and SANDRA L. RENEHAN and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means BRADLEY W. RENEHAN, SANDRA L. RENEHAN, JEFFREY N. RENEHAN and JULIE A. RENEHAN.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means STOCKMENS BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated December 21, 2012, in the original principal amount of \$50,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of EL PASO County, Colorado.

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DEED OF TRUST
(Continued)

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Bradley W. Renehan
BRADLEY W. RENEHAN

X Sandra L. Renehan
SANDRA L. RENEHAN

X Jeffrey N. Renehan
JEFFREY N. RENEHAN

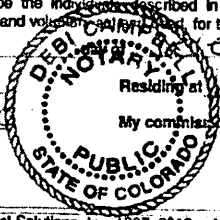
X Julie A. Renehan
JULIE A. RENEHAN

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado)
)
COUNTY OF El Paso) SS
)

On this day before me, the undersigned Notary Public, personally appeared BRADLEY W. RENEHAN; SANDRA L. RENEHAN; JEFFREY N. RENEHAN; and JULIE A. RENEHAN, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of November, 2012
By S. R. Campbell Residing at 101 N. Nevada Ave
Notary Public in and for the State of Colorado My commission expires 3-11-2015





WARRANTY DEED

THIS DEED, made this 3rd day of March, 2004 between ROBERT W. SLAGLE

grantor, whose street address is: PO BOX 3455, Pueblo, CO 81005

County of EL PASO, State of Colorado, for the consideration of Ten Dollars and other good and valuable consideration ***** Dollars in hand paid, hereby sells and conveys to

RUSSELL J. ANDERSON AND MARY E. LYNCH

Joint Tenants Tenants in Common

grantee, whose street address is: 17550 Bar X Road, Colorado Springs, CO 80908

County of EL PASO, State of Colorado, the following legally described water rights:

See Water Rights Exhibit A

Appurtenant to: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF.

When recorded return to:

Signed as of the day and year first above written.

[Signature] ROBERT W. SLAGLE



My Commission Expires 8/31/07

State of Colorado))ss. County of El Paso)

The foregoing instrument was acknowledged before me this 3rd day of March, 2004 by ROBERT W. SLAGLE

Witness my hand and official seal.

My commission expires: 8/31/07

[Signature] Notary Public RUSSELL J. ANDERSON AND MARY E. LYNCH

When Recorded Return to:

WATER RIGHTS EXHIBIT A

THOSE CERTAIN GROUND WATER RIGHTS IN AND TO THE DAWSON,
DENVER, ARAPAHOE AND LARAMIE-FOX HILLS AQUIFERS, CREATED BY
THE FINDINGS OF FACT, JUDGMENT AND DECREE GRANTING UNDER
GROUND WATER RIGHTS AND PLAN FOR AUGMENTATION RECORDED
AUGUST 7, 2001 UNDER RECEPTION NO. 201112934 AND THE JUDGMENT
AND DECREE RECORDED AUGUST 7, 2001 UNDER RECEPTION NO. 201112935.

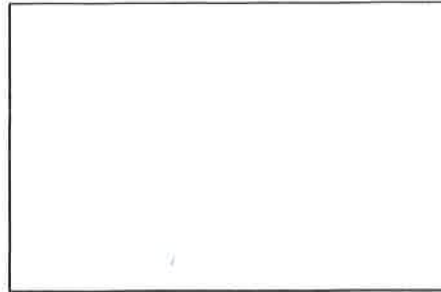
EXHIBIT A

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTHERLY ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1547.24 FEET FOR THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 717.75 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1547.24 FEET TO INTERSECT THE SOUTH LINE OF SAID SECTION 13; THENCE EASTERLY ON SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 13 TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE WESTERLY ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 30 FEET THEREOF.

QUIT CLAIM DEED

THIS DEED, dated ^{April} ~~May~~ 23, 2024, between Russell J. Anderson, grantor, and Bradley W. Renehan and Sandra L. Renehan, and Jeffrey N. Renehan and Julie A. Renehan whose address 9548 Stoneglen Drive, Colorado Springs, CO. 80920, of the County of El Paso, and State of Colorado, grantees:



WITNESS, that the grantor, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantees, their heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

The following described decreed ground water rights underlying and appurtenant to the Exhibit A real property, consisting of the ground water rights and rights to extract and use ground water within the Dawson, Denver, Arapahoe, and Laramie Fox-Hills aquifers of the Denver Basin and the plan for augmentation as adjudicated by the June 29, 2001 Findings of Fact, Judgment, and Decree Granting Underground Water Rights and Plan for Augmentation in Case No. 00CW99 in the District Court for Water Division 2, State of Colorado, ("Decree and Plan for Augmentation"). The decreed amounts of ground water may be adjusted upward or downward pursuant to the retained jurisdiction of the Water Court in the Decree and Plan for Augmentation. This conveyance subject to the terms and provisions Decree and Plan for Augmentation.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, for the benefit of the grantees their heirs and assigns forever.

IN WITNESS WHEREOF, the grantors have executed this Quit Claim Deed on the date set forth above.

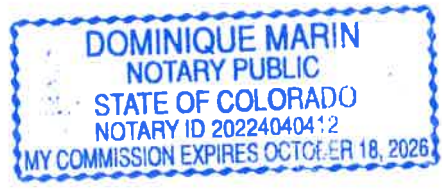
Russell J. Anderson
Russell J. Anderson

STATE OF COLORADO)
)ss.
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 25 day of April, 2024, by Russell J. Anderson.

My commission expires: 10/18/2026 Witness my hand and official seal.

[Signature]
Notary Public



QUIT CLAIM DEED

THIS DEED, dated May 29 2024, between Mary E. Lynch, grantor, and Bradley W. Renehan and Sandra L. Renehan, and Jeffrey N. Renehan and Julie A. Renehan whose address 9548 Stoneglen Drive, Colorado Springs, CO. 80920, of the County of El Paso, and State of Colorado, grantees:



WITNESS, that the grantor, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantees, their heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

The following described decreed ground water rights underlying and appurtenant to the Exhibit A real property, consisting of the ground water rights and rights to extract and use ground water within the Dawson, Denver, Arapahoe, and Laramie Fox-Hills aquifers of the Denver Basin, and the plan for augmentation as adjudicated by the June 29, 2001 Findings of Fact Judgment, and Decree Granting Underground Water Rights and Plan for Augmentation in Case No. 00CW99 in the District Court for Water Division 2, State of Colorado, ("Decree and Plan for Augmentation"). The decreed amounts of ground water may be adjusted upward or downward pursuant to the retained jurisdiction of the Water Court in the Decree and Plan for Augmentation. This conveyance subject to the terms and provisions Decree and Plan for Augmentation.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, for the benefit of the grantees their heirs and assigns forever.

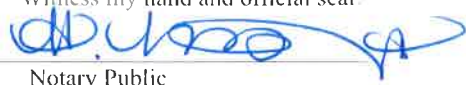
IN WITNESS WHEREOF, the grantors have executed this Quit Claim Deed on the date set forth above


Mary E. Lynch

STATE OF COLORADO)ss.
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 29 day of May, 2024, by Mary E. Lynch.

My commission expires: _____

Witness my hand and official seal.

Notary Public

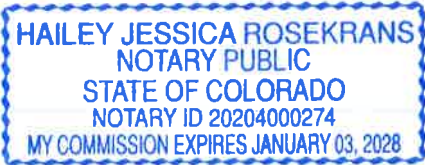


EXHIBIT "A"

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTHERLY ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1547.24 FEET FOR THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 717.75 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1547.24 FEET TO INTERSECT THE SOUTH LINE OF SAID SECTION 13; THENCE EASTERLY ON SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 13 TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE WESTERLY ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 30 FEET THEREOF.

Appendix D

***El Paso County Land Development Code
Water Quality Requirements and Results
Dawson Confined Aquifer
For Renehan
Sampled July 5, 2023***

Compound	Units	MCL/SMCL	Result
Antimony	mg/l	0.006	0
Arsenic	mg/l	0.01	0
Barium	mg/l	2	0.0255
Beryllium	mg/l	0.004	0
Cadmium	mg/l	0.005	0
Chromium	mg/l	0.1	0
Cyanide (Total)	mg/l	0	0
Fluoride	mg/l	4	0.97
Mercury	mg/l	0.002	0
Nitrate as N	mg/l	10	0
Nitrite as N	mg/l	1	0
Selenium	mg/l	0.05	0
Thallium	mg/l	0.002	0
Aluminum	mg/l	0.05	0.002
Chloride	mg/l	250	15.5
Langelier Index			-0.22
Iron	mg/l	0.3	0.056
Manganese	mg/l	0.05	0.0497
pH		6.5 - 8.5	7.67
Silver	mg/l	0.1	0
Sulfate	mg/l	250	89.4
TDS	mg/l	500	433
Zinc	mg/l	5	0
Gross Alpha/Beta	pCi/l	15	5.5
Combined Radium 226+228	pCi/l	5	2.7
E.Coli	#/100 ml	Absent	Absent
Total Coliform	#/100 ml	Absent	Absent

Green = Result below MCL - Acceptable Water Quality



Hazen Research, Inc.
4601 Indiana Street
Golden, CO 80403 USA
Tel: (303) 279-4501
Fax: (303) 278-1528

Lab Control ID: 23H02189

Received: Jul 07, 2023

Reported: Aug 21, 2023

Purchase Order No.

None Received

Customer ID: 05377Z

Account ID: Z01034

Rebecca Manzanares
Colorado Analytical Laboratories, Inc.
10411 Heinz Way
Commerce City, CO 80640

ANALYTICAL REPORT

*Report may only be copied in its entirety.
Results reported herein relate only to discrete samples
submitted by the client. Hazen Research, Inc. does not warrant
that the results are representative of anything other than the
samples that were received in the laboratory*

By: *Roxanne Sullivan*
Roxanne Sullivan
Analytical Laboratories Director

Customer ID: 05377Z
 Account ID: Z01034

ANALYTICAL REPORT

Rebecca Manzanaras
 Colorado Analytical Laboratories, Inc.

Lab Sample ID		23H02189-001						
Customer Sample ID		230706213-01D - Renehan Property - Renehan Well #1 sampled on 07/05/23 @ 0929						
Parameter	Units	Code	Result	Precision* +/-	Detection Limit	Method	Analysis Date / Time	Analyst
Gross Alpha	pCi/L	T	2.5	1.9	0.1	SM 7110 B	7/28/23 @ 1306	KT
Gross Beta	pCi/L	T	<3.0	2.5	3.0	SM 7110 B	7/28/23 @ 1306	KT

Lab Sample ID		23H02189-002						
Customer Sample ID		230706213-01E - Renehan Property - Renehan Well #1 sampled on 07/05/23 @ 0929						
Parameter	Units	Code	Result	Precision* +/-	Detection Limit	Method	Analysis Date / Time	Analyst
Radium-226	pCi/L	T	0.6	0.3	0.2	SM 7500-Ra B	8/9/23 @ 0836	KT
Radium-228	pCi/L	T	2.1	0.8	0.2	EPA pg.19	8/14/23 @ 1115	JR

Certification ID's: CO/EPA CO00008

*Variability of the radioactive decay process (counting error) at the 95% confidence level, 1.96 sigma.

Codes: (T) = Total (D) = Dissolved (S) = Suspended (R) = Replicate Sample (AR) = As Received < = Less Than

Batch QC Summary Form

Analyte: Gross Alpha

Control Standard/LFB: ID: C11a-004 pCi/mL: 57.4 (use 1 diluted)

Spike Solution: ID: C11a-004 pCi/mL: 57.4 (use 1 mL)

Spike Recovery Calculation: Sample: Tap*

$$\text{Calculation: } \frac{(63.0) - (1.000) - (0.5) - (0.200)}{57.4} \times 100 = 110\%$$

Batch QC Evaluation:

Parameter	Criteria	Pass	Fail	N/A
Control Std./LFB	+/- 30 %	x		
Spike Recovery	70 - 130 %	x		
Blank	< or = 3 x Uncertainty	x		
Duplicate 1	95% confidence interval overlap	x		
Duplicate 2 *	95% confidence interval overlap	x		

* Required for batch size greater than 10 samples.

Conclusions:

 x Batch QC Passes**
 Batch QC Fails
 Batch QC Passes, with exceptions**:

Reruns Required: _____

Narrative:

**All QC data provided in this section of the report met the acceptance criteria specified in the analytical methods and procedures. State Maximum Contamination Levels (MCLs) are not evaluated in this report.

Batch Listing by Lab Control Number:

23H02147 _____
23H02159 _____
23H02149 _____
23H02168 _____
23H02170 _____
23H02178 _____
23H02185 _____
23H02189 _____
23H02033 _____

Evaluator:

Roxanne Sullivan _____

08/02/2023

Date

Batch QC Summary Form

Analyte: Gross Beta

Control Standard/LFB: ID: C11a-004 pCi/mL: 44 (use 1 diluted)

Spike Solution: ID: C11a-004 pCi/mL: 44 (use 1 mL)

Spike Recovery Calculation: Sample: Tap*

$$\text{Calculation: } \frac{(41.1) - (1.000) - (0.0)}{44} \times 100 = 93\%$$

Batch QC Evaluation:

Parameter	Criteria	Pass	Fail	N/A
Control Std./LFB	+/- 20 %	x		
Spike Recovery	80 - 120 %	x		
Blank	< or = 3 x Uncertainty	x		
Duplicate 1	95% confidence interval overlap	x		
Duplicate 2 *	95% confidence interval overlap	x		

* Required for batch size greater than 10 samples.

Conclusions:

 x Batch QC Passes**
 Batch QC Fails
 Batch QC Passes, with exceptions**:

Reruns Required: _____

Narrative:

**All QC data provided in this section of the report met the acceptance criteria specified in the analytical methods and procedures. State Maximum Contamination Levels (MCLs) are not evaluated in this report.

Batch Listing by Lab Control Number:

23H02147 _____
23H02159 _____
23H02149 _____
23H02168 _____
23H02170 _____
23H02178 _____
23H02185 _____
23H02189 _____
23H02033 _____

Evaluator:

Rosanne Sullivan _____

08/02/2023

Date

Batch QC Summary Form

Analyte: Radium-226

Control Standard/LFB: ID: C73-001 pCi/mL: 21.1 (use 2 diluted)

Spike Solution: ID: C73-001 pCi/mL: 21.1 (use 2 mL)

Spike Recovery Calculation: Sample: 23H02186-01c

$$\text{Calculation: } \frac{(40.5) (1.000) - (2.5) (1.000)}{42.2} \times 100 = 90\%$$

Batch QC Evaluation:

Parameter	Criteria	Pass	Fail	N/A
Control Std./LFB	+/- 20 %	x		
Spike Recovery	80 - 120 %	x		
Blank	< or = 3 x Uncertainty	x		
Duplicate 1	95% confidence interval overlap	x		
Duplicate 2 *	95% confidence interval overlap			x

* Required for batch size greater than 10 samples.

Conclusions:

 x Batch QC Passes**
 Batch QC Fails
 Batch QC Passes, with exceptions**:

Reruns Required: _____

Narrative:

**All QC data provided in this section of the report met the acceptance criteria specified in the analytical methods and procedures. State Maximum Contamination Levels (MCLs) are not evaluated in this report.

Batch Listing by Lab Control Number:

23H02178 _____
23H02186 _____
23H02189 _____
23H02197 _____
23H02214 _____
23H02218 _____
23H02219 _____

Evaluator:

Rosanne Sullivan _____

09/30/2123

Date

Batch QC Summary Form

Analyte: Radium-228

Control Standard/LFB: ID: C6-005 pCi/mL: 14.5 (use 5 diluted)

Spike Solution: ID: C6-005 pCi/mL: 14.5 (use 5 mL)

Spike Recovery Calculation: Sample: 23H02189-2b

$$\text{Calculation: } \frac{(75.3) (1.000) - (2.1) (1.000)}{72.5} \times 100 = 101\%$$

Batch QC Evaluation:

Parameter	Criteria	Pass	Fail	N/A
Control Std./LFB	+/- 20 %	x		
Spike Recovery	80 - 120 %	x		
Blank	< or = 3 x Uncertainty	x		
Duplicate 1	95% confidence interval overlap	x		
Duplicate 2 *	95% confidence interval overlap			x

* Required for batch size greater than 10 samples.

Conclusions:

 x Batch QC Passes**
 Batch QC Fails
 Batch QC Passes, with exceptions**:

Reruns Required: _____

Narrative:

**All QC data provided in this section of the report met the acceptance criteria specified in the analytical methods and procedures. State Maximum Contamination Levels (MCLs) are not evaluated in this report.

Batch Listing by Lab Control Number:

23H02177 _____
23H02178 _____
23H02186 _____
23H02189 _____
23H02197 _____
23H02214 _____
23H02218 _____
23H02229 _____

Evaluator:

Roxanne Sullivan _____

08/17/2023

Date



LABORATORIES, INC.

23402189

Ship To: Hazen Research

Preserved: Y N

HNO3 Lot #: N/A

Date Preserved: N/A

Report To Information Company Name <u>Colorado Analytical Laboratory</u> Report To: <u>Rebecca Manzanares</u> E-Mail: <u>rebeccamanzanares@coloradolab.com</u>	Bill To Information: (if different from report to) Address: CAL TASK 230706213 JML	Project Name <u>Renehan Property</u>	Compliance Samples: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Submit Data to CDPHE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 10411 Heinz Way Commerce City, CO 80640 Phone: <u>303-659-2313</u>			

Tests Requested

Sample Date/Time	Sample ID	Matrix	Radium 226 (Sub)	Gross Alpha/Beta (Sub)	Radium 228 (Sub)											Container Type						
7/5/23	9:29 AM 230706213-01D - Renehan Well #1	Water - Drinking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>																	1L - Unpreserved
7/5/23	9:29 AM 230706213-01E - Renehan Well #1	Water - Drinking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>																	4 - 1L - Unpreserved

Comment:

All preserved 07/10/23 1530 Jk Ed M=7
per V 07/10/23 910 Jk M=2

Relinquished by: <u>[Signature]</u>	Date: <u>7/7/23</u>	Received by: <u>[Signature]</u>	Date: _____	Relinquished by: <u>[Signature]</u>	Date: _____	Received by: <u>RECEIVED JUL 07 2023 Jk BSO</u>	Date: <u>7/10/23</u>
-------------------------------------	---------------------	---------------------------------	-------------	-------------------------------------	-------------	---	----------------------

Analytical Results

TASK NO: 230706213

Report To: Doug Schwenke
Company: RESPEC Company, LLC
5540 Tech Center Drive
Suite 100
Colorado Springs CO 80919

Bill To: Accounts Payable
Company: RESPEC Company, LLC
5540 Tech Center Drive
Suite 100
Colorado Springs CO 80919

Task No.: 230706213	Date Received: 7/6/23
Client PO:	Date Reported: 7/25/23
Client Project: Renehan Property	Matrix: Water - Drinking

Lab Number	Customer Sample ID	Sample Date/Time	Test	Result	Method	Date Analyzed
230706213-01A	Renehan Well #1	7/5/23 9:29 AM	Total Coliform	Absent	SM 9223	7/7/23
			E-Coli	Absent	SM 9223	7/7/23

Holding time expired for Total Coliform/E-coli. Ok to test outside of hold time per customer.

Abbreviations/ References:

Absent = Coliform Not Detected
Present = Coliform Detected - Chlorination Recommended
Date Analyzed = Date Test Completed
SM = "Standard Methods for the Examination of Water and Wastewater", APHA; 19th Edition; 1995



DATA APPROVED FOR RELEASE BY

Drinking Water Chain of Custody



Report To Information		Project Information	
Company Name: <u>RESPEC</u>	Company Name: <u>N/A</u>	PWSID: <u>N/A</u>	
Contact Name: <u>CHRISTINA MARTIN</u>	Contact Name: <u>CHRISTINA MARTIN</u>	System Name: <u>RESPEC</u>	
Address: <u>5540 TECH CENTER DR.</u>	Address: <u>5540 TECH CENTER DR.</u>	Compliance Samples: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
City: <u>CO</u> State: <u>CO</u> Zip: <u>80919</u>	City: _____ State: _____ Zip: _____	Send Results to CDPHE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Phone: <u>719-227-0072</u>	Phone: _____	Task Number (Lab Use Only)	CAL Task
Email: <u>christina.martin@respec.com</u>	Email: _____		230706213
Sample Collector: <u>CHRISTINA MARTIN</u>	Sample Collector: _____		JML
Sample Collector Phone: <u>610-639-2744</u>	Sample Collector Phone: _____		

Commerce City Lab
10411 Heinz Way
Commerce City CO 80640

Lakewood Service Center
610 Garrison Street, Unit E
Lakewood CO 80215

Phone: 303-659-2313

www.coloradolab.com

Report To Information		Project Information		PHASE I, II, V Drinking Water Analyses (check requested analysis)															Subcontract Analyses											
Date	Time	Client Sample ID / Sample Pt ID	No. of Containers	Residual Chlorine (mg/L)	Total Coliform P/A	504.1 EDB/DBCP	505 Pests/PCBs	515.4 Herbicides	524.2 VOCs	525.2 SOCs-Pest	531.1 Carbamates	548.1 Endothal	549.2 Diquat	524.2 TTHMs	552.2 HAAs	Lead/Copper	Nitrate	Nitrite	Fluoride	Inorganics	Alk/Lang. Index (Circle)	TOC, DOC (Circle)	SUVA, UV 254 (Circle)	Gross Alpha/Beta	Radium 226/228	Radon	Uranium	Chlorite		
7/5/23	9:29	#1			X											X	X	X	X	X	X			X	X	X				
Instructions: *Per Christina ok to run out of holding time. 7/7/23 PLEASE ANALYZE FOR CONSTITUENTS LISTED IN ENCLOSED WORD DOC.		C/S Info:		Delivered Via: FEDEX		Relinquished By: WA		Date/Time: 7/8/23		Received By: WA		Date/Time: 7/8/23		Temp: 9 °C / Ice Y		Sample Pres. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Date/Time: 7/8/23		Seals Present Yes <input type="checkbox"/> No <input type="checkbox"/>		Headspace Yes <input type="checkbox"/> No <input type="checkbox"/>								

EPC Confined Aquifer Sampling Requirements

Field Measurements

pH

Temp

Radionuclides

Radium 226 and Radium 228

Gross alpha/Beta

Inorganics

Antimony

Arsenic

Barium

Beryllium

Cadmium

Chromium

Cyanide (Total)

Fluoride

Mercury

Nitrate

Nitrite

Selenium

Thallium

Secondary MCLs

Aluminum

Chloride

Corrosivity

Iron

Manganese

Silver

Sulfate

Zinc

TDS

Bacteriological:

Total Coliform

CAL Task

230706213

JML

Report To: Doug Schwenke
Company: RESPEC Company, LLC
5540 Tech Center Drive
Suite 100
Colorado Springs CO 80919

Bill To: Accounts Payable
Company: RESPEC Company, LLC
5540 Tech Center Drive
Suite 100
Colorado Springs CO 80919

Task No.: 230706213
Client PO:
Client Project: Renehan Property

Date Received: 7/6/23
Date Reported: 7/25/23
Matrix: Water - Drinking

Customer Sample ID Renehan Well #1
Sample Date/Time: 7/5/23 9:29 AM
Lab Number: 230706213-01

Test	Result	Method	RL	Date Analyzed	QC Batch ID	Analyzed By
Bicarbonate	43.8 mg/L as CaCO3	SM 2320-B	0.2 mg/L as CaCO3	7/7/23	-	DN
Calcium as CaCO3	38.1 mg/L	EPA 200.7	0.1 mg/L	7/10/23	-	MAT
Carbonate	ND mg/L as CaCO3	SM 2320-B	0.2 mg/L as CaCO3	7/7/23	-	DN
Hydroxide	ND mg/L as CaCO3	SM 2320-B	0.2 mg/L as CaCO3	7/7/23	-	DN
Langelier Index	-2.10 units	SM 2330-B	units	7/12/23	-	SAN
pH	6.46 units	SM 4500-H-B	0.01 units	7/6/23	-	AKF
Temperature	20 °C	SM 4500-H-B	1 °C	7/6/23	-	AKF
Total Alkalinity	43.8 mg/L as CaCO3	SM 2320-B	4.0 mg/L as CaCO3	7/7/23	QC66227	DN
Total Dissolved Solids	115 mg/L	SM 2540-C	5 mg/L	7/12/23	QC66316	ISG

Holding time expired for Total Coliform/E-coli. OK to test outside of hold time per customer.

Abbreviations/References:

RL = Reporting Limit = Minimum Level
mg/L = Milligrams Per Liter or PPM
ug/L = Micrograms Per Liter or PPB
mpn/100 ml = Most Probable Number Index/ 100 ml
Date Analyzed = Date Test Completed

(d) RPD acceptable due to low duplicate and sample concentrations.
(s) Spike amount low relative to the sample amount.
ND = Not Detected at Reporting Limit.

Report To: Doug Schwenke
Company: RESPEC Company, LLC

Receive Date: 7/6/23
Project Name: Renehan Property

Test	QC Batch ID	QC Type	Result	Method	Prep Date
Total Alkalinity	QC66227	Blank	ND	SM 2320-B	7/7/23
Total Dissolved Solids	QC66316	Blank	ND	SM 2540-C	7/11/23

Test	QC Batch ID	QC Type	Limits	% Rec	RPD	Method
Total Alkalinity	QC66227	Duplicate	0 - 20	-	1.5	SM 2320-B
		LCS	90 - 110	99.7	-	
		LCS-2	90 - 110	100.3	-	
Total Dissolved Solids	QC66316	Duplicate	0 - 20	-	1.7	SM 2540-C
		LCS	85 - 115	102.3	-	

All analyses were performed in accordance with approved methods under the latest revision to 40 CFR Part 136 unless otherwise identified. Based on my inquiry of the person or persons directly responsible for analyzing the wastewater samples and generating the report (s), the analyses, report, and information submitted are, to the best of my knowledge and belief, true, accurate, and complete.



DATA APPROVED FOR RELEASE BY

Abbreviations/References:

RL = Reporting Limit = Minimum Level
 mg/L = Milligrams Per Liter or PPM
 ug/L = Micrograms Per Liter or PPB
 mprn/100 mls = Most Probable Number Index/ 100 mls
 Date Analyzed = Date Test Completed

(d) RPD acceptable due to low duplicate and sample concentrations.
 (s) Spike amount low relative to the sample amount.
 ND = Not Detected at Reporting Limit.

Drinking Water Chain of Custody



Report To Information
 Company Name: RESPEC
 Contact Name: CHRISTINA MARTIN
 Address: 5540 TECH CENTER DR.
 City: CO Springs State: CO zip: 80919
 Phone: 719-227-0072
 Email: Christina.martin@respec.com
 Sample Collector: CHRISTINA MARTIN
 Sample Collector Phone: 610-639-2744

Bill To Information (If different from report to)
 Company Name:
 Contact Name:
 Address:
 City: State: Zip:
 Phone:
 Email:
 PO Number:

Project Information
 PWSID: N/A
 System Name: ~~DAS Well #4~~
 Compliance Samples: Yes No
 Send Results to CDPHE: Yes No
 Task Number (Lab Use Only): CAL Task 230706213 JML

Commerce City Lab
 10411 Heinz Way
 Commerce City CO 80640
 Lakewood Service Center
 610 Garrison Street, Unit E
 Lakewood CO 80215
 Phone: 303-659-2313
 www.coloradolab.com

PHASE I, II, V Drinking Water Analyses (check requested analysis)			Subcontract Analyses																							
	No. of Containers	Residual Chlorine (mg/L) P/A Samples Only	Total Coliform P/A ⁴	504.1 EDB/DBCP	505 Pests/PCBs	515.4 Herbicides	524.2 VOCs	525.2 SOCs-Pest	531.1 Carbamates	547 Glyphosate	548.1 Endothal	549.2 Diquat	524.2 TTHMs	552.2 HAA5s	Lead/Copper	Nitrate	Nitrite	Fluoride	Inorganics	Alk./Lang. Index (Circle)	TOC, DOC (Circle)	SUVA, UV 254 (Circle)	Radon	Uranium	Chlorite	
			X												X	X	X	X	X							
Date: 7/15/23																										
Time: 9:29																										
Client Sample ID / Sample Pt ID -																										
#1																										
FIELD pH: 6.91																										
FIELD Temp: 17.2 °C																										
9																										
*Per Christina ok to run out of holding time. 7/14		Instructions: PLEASE ANALYZE FOR CONSTITUENTS LISTED IN ENCLOSED WORD DOC. C/S Info: FEDEX Delivered Via: VSA Relinquished By: WA 7/13/23 Received By: Christina Martin Date/Time: July 5, 2023 10:31 am																								
Seals Present Yes <input type="checkbox"/> No <input type="checkbox"/>		Seals Present Yes <input type="checkbox"/> No <input type="checkbox"/> Headspace Yes <input type="checkbox"/> No <input type="checkbox"/>																								
Temp ^o C / Ice ^Y		Temp ^o C / Ice ^Y Sample Pres. Yes <input type="checkbox"/> No <input type="checkbox"/> Date/time:																								
Received By:		Received By:																								
Date/Time:		Date/Time:																								

EPC Confined Aquifer Sampling Requirements

Field Measurements

pH
Temp

Radionuclides

Radium 226 and Radium 228
Gross alpha/Beta

Inorganics

Antimony
Arsenic
Barium
Beryllium
Cadmium
Chromium
Cyanide (Total)
Fluoride
Mercury
Nitrate
Nitrite
Selenium
Thallium

Secondary MCLs

Aluminum
Chloride
Corrosivity
Iron
Manganese
Silver
Sulfate
Zinc
TDS

Bacteriological:

Total Coliform

CAL Task

230706213

JML

Analytical Results

TASK NO: 230706213

Report To: Doug Schwenke
Company: RESPEC Company, LLC
5540 Tech Center Drive
Suite 100
Colorado Springs CO 80919

Bill To: Accounts Payable
Company: RESPEC Company, LLC
5540 Tech Center Drive
Suite 100
Colorado Springs CO 80919

Task No.: 230706213
Client PO:
Client Project: Renehan Property

Date Received: 7/6/23
Date Reported: 7/25/23
Matrix: Water - Drinking

Customer Sample ID Renehan Well #1
Sample Date/Time: 7/5/23 9:29 AM
Lab Number: 230706213-01

Test	Result	Method	RL	MCL	Date Analyzed	QC Batch ID	Analyzed By
Chloride	5.0 mg/L	EPA 300.0	0.1 mg/L		7/7/23	QC66260	NRP
Fluoride	0.25 mg/L	EPA 300.0	0.10 mg/L	4	7/7/23	QC66261	NRP
Nitrate Nitrogen	0.98 mg/L	EPA 300.0	0.05 mg/L	10	7/7/23	QC66262	NRP
Nitrite Nitrogen	ND mg/L	EPA 300.0	0.03 mg/L	1	7/7/23	QC66265	NRP
Sulfate	15.7 mg/L	EPA 300.0	0.1 mg/L		7/7/23	QC66263	NRP
Cyanide-Total	ND mg/L	EPA 335.4	0.005 mg/L	0.02	7/12/23	QC66331	DN
<i>Total</i>							
Iron	0.061 mg/L	EPA 200.7	0.005 mg/L	0.3	7/10/23	QC66234	MAT
Aluminum	0.015 mg/L	EPA 200.8	0.001 mg/L	0.05	7/11/23	QC66288	MBN
Antimony	ND mg/L	EPA 200.8	0.0012 mg/L	0.006	7/11/23	QC66288	MBN
Arsenic	0.0007 mg/L	EPA 200.8	0.0006 mg/L	0.01	7/11/23	QC66288	MBN
Barium	0.0439 mg/L	EPA 200.8	0.0007 mg/L	2	7/11/23	QC66288	MBN
Beryllium	ND mg/L	EPA 200.8	0.0001 mg/L	0.004	7/11/23	QC66288	MBN
Cadmium	ND mg/L	EPA 200.8	0.0001 mg/L	0.005	7/11/23	QC66288	MBN
Chromium	ND mg/L	EPA 200.8	0.0015 mg/L	0.1	7/11/23	QC66288	MBN
Copper	0.0059 mg/L	EPA 200.8	0.0008 mg/L	1.3	7/11/23	QC66288	MBN
Lead	0.0010 mg/L	EPA 200.8	0.0001 mg/L	0.015	7/11/23	QC66288	MBN
Manganese	0.0177 mg/L	EPA 200.8	0.0008 mg/L	0.05	7/11/23	QC66288	MBN
Mercury	ND mg/L	EPA 200.8	0.0001 mg/L	0.002	7/11/23	QC66288	MBN
Selenium	0.0023 mg/L	EPA 200.8	0.0008 mg/L	0.05	7/11/23	QC66288	MBN
Silver	ND mg/L	EPA 200.8	0.0005 mg/L	0.1	7/11/23	QC66288	MBN

Abbreviations/ References:

RL = Reporting Limit = Minimum Level
mg/L = Milligrams Per Liter or PPM
ug/L = Micrograms Per Liter or PPB
mpn/100 mls = Most Probable Number Index/ 100 mls
Date Analyzed = Date Test Completed

(d) RPD acceptable due to low duplicate and sample concentrations.
(s) The accuracy of the spike recovery value is reduced due to the analyte concentration in the sample being disproportionate to the spike level. The laboratory control sample recovery was acceptable

MCL = Maximum contaminant level per the EPA
ND = Not Detected at Reporting Limit.

Analytical Results

TASK NO: 230706213

Report To: Doug Schwenke
Company: RESPEC Company, LLC
5540 Tech Center Drive
Suite 100
Colorado Springs CO 80919

Bill To: Accounts Payable
Company: RESPEC Company, LLC
5540 Tech Center Drive
Suite 100
Colorado Springs CO 80919

Task No.: 230706213
Client PO:
Client Project: Renehan Property

Date Received: 7/6/23
Date Reported: 7/25/23
Matrix: Water - Drinking

Customer Sample ID Renehan Well #1
Sample Date/Time: 7/5/23 9:29 AM
Lab Number: 230706213-01

Test	Result	Method	RL	MCL	Date Analyzed	QC Batch ID	Analyzed By
<i>Total</i>							
Thallium	ND mg/L	EPA 200.8	0.0002 mg/L	0.002	7/11/23	QC66288	MBN
Zinc	0.052 mg/L	EPA 200.8	0.001 mg/L	5	7/11/23	QC66288	MBN

Holding time expired for Total Coliform/E-coli. Ok to test outside of hold time per customer.

Abbreviations/References:

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ND = Not Detected at Reporting Limit.

Report To: Doug Schwenke
Company: RESPEC Company, LLC

Receive Date: 7/6/23
Project Name: Renehan Property

Test	QC Batch ID	QC Type	Result	Method	Prep Date
Chloride	QC66260	Blank	ND	EPA 300.0	7/7/23
Cyanide-Total	QC66331	Blank	ND	EPA 335.4	7/12/23
Fluoride	QC66261	Blank	ND	EPA 300.0	7/7/23
Aluminum	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Antimony	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Arsenic	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Barium	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Beryllium	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Cadmium	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Chromium	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Copper	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Lead	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Manganese	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Mercury	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Selenium	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Silver	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Thallium	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Zinc	QC66288	Method Blank	ND	EPA 200.8	7/6/23
Iron	QC66234	Method Blank	ND	EPA 200.7	7/6/23
Nitrate Nitrogen	QC66262	Blank	ND	EPA 300.0	7/7/23
Nitrite Nitrogen	QC66265	Blank	ND	EPA 300.0	7/7/23
Sulfate	QC66263	Blank	ND	EPA 300.0	7/7/23

Test	QC Batch ID	QC Type	Limits	% Rec	RPD	Method
Chloride	QC66260	Duplicate	0 - 20	-	0.2	EPA 300.0
		LCS	90 - 110	101.5	-	
		MS	75 - 125	91.6	-	
Cyanide-Total	QC66331	Duplicate	0 - 20	-	177.1	EPA 335.4
		LCS	90 - 110	94.6	-	
		MS	75 - 125	79.0	-	
Fluoride	QC66261	Duplicate	0 - 20	-	0.4	EPA 300.0
		LCS	90 - 110	104.3	-	
		MS	75 - 125	101.9	-	
Aluminum	QC66288	LCS	90 - 110	100.6	-	EPA 200.8
		MS	70 - 130	82.2	-	
		MSD	0 - 10	-	9.2	
Antimony	QC66288	LCS	90 - 110	101.3	-	EPA 200.8
		MS	70 - 130	100.9	-	
		MSD	0 - 10	-	0.3	
Arsenic	QC66288	LCS	90 - 110	98.4	-	EPA 200.8
		MS	70 - 130	115.5	-	

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ND = Not Detected at Reporting Limit.

Test	QC Batch ID	QC Type	Limits	% Rec	RPD	Method
		MSD	0 - 10	-	0.0	
Barium	QC66288	LCS	90 - 110	99.8	-	EPA 200.8
		MS	70 - 130	98.6	-	
		MSD	0 - 10	-	0.1	
Beryllium	QC66288	LCS	90 - 110	95.4	-	EPA 200.8
		MS	70 - 130	94.6	-	
		MSD	0 - 10	-	1.0	
Cadmium	QC66288	LCS	90 - 110	96.2	-	EPA 200.8
		MS	70 - 130	97.5	-	
		MSD	0 - 10	-	2.4	
Chromium	QC66288	LCS	90 - 110	101.5	-	EPA 200.8
		MS	70 - 130	94.7	-	
		MSD	0 - 10	-	1.7	
Copper	QC66288	LCS	90 - 110	100.0	-	EPA 200.8
		MS	70 - 130	91.5	-	
		MSD	0 - 10	-	1.0	
Lead	QC66288	LCS	90 - 110	96.0	-	EPA 200.8
		MS	70 - 130	86.2	-	
		MSD	0 - 10	-	0.5	
Manganese	QC66288	LCS	90 - 110	104.0	-	EPA 200.8
		MS	70 - 130	102.5	-	
		MSD	0 - 10	-	1.6	
Mercury	QC66288	LCS	90 - 110	98.5	-	EPA 200.8
		MS	70 - 130	83.9	-	
		MSD	0 - 10	-	0.9	
Selenium	QC66288	LCS	90 - 110	93.6	-	EPA 200.8
		MS	70 - 130	129.4	-	
		MSD	0 - 10	-	3.8	
Silver	QC66288	LCS	90 - 110	98.5	-	EPA 200.8
		MS	70 - 130	92.9	-	
		MSD	0 - 10	-	5.8	
Thallium	QC66288	LCS	90 - 110	99.1	-	EPA 200.8
		MS	70 - 130	89.4	-	
		MSD	0 - 10	-	0.4	
Zinc	QC66288	LCS	90 - 110	102.9	-	EPA 200.8
		MS	70 - 130	87.9	-	
		MSD	0 - 10	-	4.0	
Iron	QC66234	Duplicate	0 - 20	-	3.8	EPA 200.7
		LCS	90 - 110	96.6	-	
		MS	75 - 125	104.8	-	
Nitrate Nitrogen	QC66262	Duplicate	0 - 20	-	0.6	EPA 300.0
		LCS	90 - 110	94.0	-	
		MS	75 - 125	87.4	-	
Nitrite Nitrogen	QC66265	Duplicate	0 - 20	-	0.0	EPA 300.0
		LCS	90 - 110	92.6	-	
		MS	75 - 125	99.8	-	
Sulfate	QC66263	Duplicate	0 - 20	-	0.4	EPA 300.0
		LCS	90 - 110	101.3	-	
		MS	75 - 125	88.5	-	

Abbreviations/References:

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(d) RPD acceptable due to low duplicate and sample concentrations.
(s) The accuracy of the spike recovery value is reduced due to the analyte concentration in the sample being disproportionate to the spike level. The laboratory control sample recovery was acceptable

MCL = Maximum contaminant level per the EPA
ND = Not Detected at Reporting Limit.

All analyses were performed in accordance with approved methods under the latest revision to 40 CFR Part 136 unless otherwise identified. Based on my inquiry of the person or persons directly responsible for analyzing the wastewater samples and generating the report (s), the analyses, report, and information submitted are, to the best of my knowledge and belief, true, accurate, and complete.



DATA APPROVED FOR RELEASE BY

Abbreviations/ References:

RL = Reporting Limit = Minimum Level
mg/L = Milligrams Per Liter or PPM
ug/L = Micrograms Per Liter or PPB
mpr/100 mls = Most Probable Number Index/ 100 mls
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MCL = Maximum contaminant level per the EPA
ND = Not Detected at Reporting Limit.

10411 Heinz Way / Commerce City, CO 80640 / 303-659-2313
Mailing Address: P.O. Box 507 / Brighton, CO 80601-0507

Drinking Water Chain of Custody



Report To Information
 Company Name: RESPEC
 Contact Name: CHRISTINA MARTIN
 Address: 5540 TECH CENTER DR.
 City: COLORADO SPRING State: CO Zip: 80919
 Phone: 719-227-0072
 Email: Christina.martin@respec.com
 Sample Collector: CHRISTINA MARTIN
 Sample Collector Phone: 610-639-2744

Bill To Information (If different from report to)
 Company Name:
 Contact Name:
 Address:
 City: State: Zip:
 Phone:
 Email:
 PO Number:

Project Information
 PWSID: N/A
 System Name: ~~DAWK S00024330A~~
 Compliance Samples: Yes No
 Send Results to CDPHE: Yes No
 Task Number
 (Lab Use Only)
CAL Task
230706213
JML

Commerce City Lab
 10411 Heinz Way
 Commerce City CO 80640
 Lakewood Service Center
 610 Garrison Street, Unit E
 Lakewood CO 80215
 Phone: 303-659-2313
www.coloradolab.com

Date	Time	Client Sample ID / Sample Pt ID	No. of Containers	Residual Chlorine (mg/L)	Total Coliform P/A	504.1 EDB/DBCP	505 Pests/PCBs	515.4 Herbicides	524.2 VOCs	525.2 SOCs-Pest	531.1 Carbinates	547 Glyphosate	548.1 Endothal	549.2 Diquat	524.2 TTHMs	552.2 HAA5s	Lead/Copper	Nitrate	Nitrite	Fluoride	Inorganics	Alk/Lang Index (Circle)	TOC, DOC (Circle)	SUVA, UV 254 (Circle)	Gross Alpha/Beta	Radium 226/228	Radon	Uranium	Chlorite				
		DAWK Well #4 BENIHAN WELL			X												X	X	X	X	X				X								
Date		7/5/23	9:29	#1																													
		FIELD pH: 6.91																															
		FIELD Temp: 17.8 °C																															
*Per Christina ok to run out of holding time. H/LK																																	
Instructions: PLEASE ANALYZE FOR CONSTITUENTS LISTED IN ENCLOSED WORD DOC. DELIVERED VIA: FEDEX			C/S Info:																														
Relinquished By:		Christina Martin	Date/Time:	July 5, 2023 10:31 am	Received By:	JA	Date/Time:	7/11/23	Relinquished Via:		C/S Charge:	<input checked="" type="checkbox"/>	Date/Time:		Delivered Via:	FEDEX	Seals Present:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Temp °C/Ice:	9	Sample Pres.:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date/Time:		Headspace:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
Sample Collector Phone: 610-639-2744																																	

Page 6 of 7
1575

EPC Confined Aquifer Sampling Requirements

Field Measurements

pH
Temp

Radionuclides

Radium 226 and Radium 228
Gross alpha/Beta

Inorganics

Antimony
Arsenic
Barium
Beryllium
Cadmium
Chromium
Cyanide (Total)
Fluoride
Mercury
Nitrate
Nitrite
Selenium
Thallium

Secondary MCLs

Aluminum
Chloride
Corrosivity
Iron
Manganese
Silver
Sulfate
Zinc
TDS

Bacteriological:

Total Coliform

CAL Task
230706213

JML