



## EXTERNAL MEMORANDUM

**To:** Jason Kvols  
Vice President Ellicott Utilities Company

**From:** Alan J. Leak, P.E.

**Date:** October 20, 2023



**Subject:** Mayberry, Colorado Springs Filing No. 4 - Water Resource Report

This water supply report is for the proposed Mayberry, Colorado Springs Filing No. 4 located within the Northeast Quarter of Section 14, Township 14 South, Range 63 West of the 6th Principal Meridian in El Paso County, Colorado, within the Upper Black Squirrel Creek Designated Ground Water Basin and within the jurisdiction of Upper Black Squirrel Creek Designated Groundwater Management District. The 9.78-acre undeveloped land (Property) is proposed to be subdivided into 8 industrial lots (see Appendix C), with lot sizes of 1.085, 1.087, 1.285, 1.293, 0.947, 0.939, 0.939, and 0.927 acres, respectively with limited outside irrigation. This property will have its water and wastewater needs met by the Ellicott Utilities Company (EUC).

This water supply report has been prepared in compliance with Section 8.4.7 of the El Paso County Land Development Code. The inside usage is based upon the 0.1 gpd/sf for commercial uses using the projected finished office area of about 5.7% of the total commercial building footprint or about 2622 sf finished commercial office per lot.

### Water Quantity

The total water demand for the proposed subdivision is calculated to be 3.03 af/yr. (see Table 1). This water demand is based upon the following:

720 SOUTH COLORADO BLVD.  
SUITE 410 S  
DENVER, CO 80246  
303.757.3655



- A total of 2.35 af/yr water demand for in-house uses for the 8 lots (0.294 af/lot/yr) based on Table 1.
- A total of 0.68 af/yr water demand for outside uses for the 8 lots (0.085 af/lot/yr), based on a unit water demand of 0.0566 af/1000 sq. ft. of landscaping with a maximum irrigated landscaping of 1500 sq. ft. per lot.

These water uses result in a total water demand per lot of 0.379 af/yr.

Wastewater from the domestic uses will be discharge after treatment though the Ellicott Utilities WWTP which has be designed and constructed in compliance with the requirements of the El Paso County Department of Health and Environment (EPCDHE) and the Colorado Department of Health & Environment. The estimated return flow from the WWTP is 2.23 af/yr which is 95% of the domestic water requirement and we estimate that the return flows from landscape irrigation will be 0.14 af/yr which is 20% of the landscape water requirements, for a total return flow of 2.37 af/yr.

The water supply for the proposed subdivision will be supplied from the EUC and its contract with the Cherokee Metropolitan District (CMD) through wells drilled into the non-renewable non-tributary Arapahoe formation (CMD Wells & EUC Well yet to be permitted) and the Laramie-Fox Hills aquifers formation (EUC Wells Permit Nos. 50040-F & 50041-F). These wells are (or will be) permitted, drilled, and operated under 91GW01 (limited to 272 ac-ft annually under contract with Cherokee Metro District), and Basin Determination 599-D (which entitles Elliott Utilities Company to 24.92 af annually, from the Arapahoe aquifer, at 300 year modeling required by El Paso County), Basin Determination 598-D (which entitles Elliott Utilities Company to 50.98 af annually, from the Laramie-Fox Hills aquifer, at 300 year modeling required by El Paso County).



### Ellicott Utility Company - Total Water Available for Commitment

Water Right/ Source	Commit to Mayberry, Colorado Springs
Determination 598- BD	50.98 af
Determination 599-BD	24.92 af
Tipton Well Water Interest	82.00 af
Total	157.90 af
Mayberry 1,2, & 3 Commitment	86.69 af
Remaining	71.21 af

The total annual amount of water available for service by EUC is estimated to be 157.90 af. The contracts between EUC & CMD and the Basin Determinations are enclosed in Appendix A. Previously, EUC committed 86.69 af annually from these sources to Mayberry, Colorado Springs Filing No. 1, 2, & 3. The resulting remaining water available is estimated to be 71.21 af annually for usage at Mayberry, Colorado Springs Filing No. 4. Subtracting the annual Filing 4 demand of 3.03 af leaves approximately 68.18 af of water available for other augmentation purposes.

Water will be supplied by individual wells that have been or will be placed (permitted to either CMD or EUC), drilled, and developed within land controlled by the entities and will be permitted and constructed in accordance with findings and order stated in the contract and basin determination. Wells that have not been drilled shall be designed and constructed in accordance with the Colorado Rules and Regulations for Water Well Construction, Pump Installation, Cistern Installation, and monitoring and Observation Hole/Well (Well Construction Rules, 2 CCR 402-2). Wells drilled into these aquifers typically last 20 to 30 years before well rehabilitation may be required. The timing of well replacement will depend on the well's maintenance activities. Well drilling logs, well completion reports, and data and analysis of constant rate and step test pump tests will be provided upon completion of the individual well.

Return flows from the wastewater treatment plant and landscape irrigation will exceed the 2% required return flows for the use of water from the Laramie Fox and Arapahoe aquifer.



### **Water Quality**

The water quality from either of the sources will be operated through the EUC treatment process, and their PWSID number (CO0121245), meaning that the water quality should be of equal quality after treatment to the water currently produced by EUC. The attached water quality reports from 2021 and 2020, see Appendix B, show that the water should generally be in compliance with the minimum safe drinking water requirements set by the State of Colorado pursuant to the Colorado Water Quality Control Commission's Primary Drinking Water Regulations (Regulation #11) and the requirements of the EPCDHE.

### **Water Supply Dependability**

The proposed source of water supply is the non-tributary Arapahoe aquifer and Laramie-Fox Hills, the water wells will be used in accordance with 91GW01, 598-DD, and 598-BD. The calculations provide a scientific basis for estimating the life of water aquifers. When combined with the 300-year limitation by El Paso County requirements, the Arapahoe and Laramie-Fox Hills aquifers will be a dependable water supply for the proposed subdivision.

### **Conclusion**

It is our opinion that the water supply available for this subdivision is of the quantity, quality, and dependability required by Section 8.4.7 of the El Paso County Land Development Regulations.



**Table 1**  
**Ellicott Utilities Company**

Review of Water Usage at Ellicott Springs (2018-2019 Monthly Usage)

	2018												Total /Average
	January	February	March	April	May	June	July	August	September	October	November	December	
Usage (ac-ft)	1.06 af	0.97 af	0.90 af	1.11 af	0.99 af	1.30 af	1.37 af	1.49 af	1.69 af	1.42 af	1.22 af	1.29 af	14.80 af
Accounts	90	91	91	91	90	90	89	91	91	90	90	90	90
Indoor Use (average of December, January, February)	1.19 af	1.19 af	1.19 af	1.19 af	1.19 af	1.19 af	1.19 af	1.19 af	1.19 af	1.19 af	1.19 af	1.19 af	14.25 af
Outdoor Use	0.00 af	0.00 af	0.00 af	0.00 af	0.00 af	0.11 af	0.18 af	0.30 af	0.50 af	0.23 af	0.03 af	0.10 af	1.46 af
	2019												Total /Average
	January	February	March	April	May	June	July	August	September	October	November	December	
Usage (ac-ft)	1.51 af	1.49 af	1.19 af	1.39 af	1.33 af	1.53 af	1.35 af	1.36 af	1.44 af	1.26 af	1.03 af	1.34 af	16.23 af
Accounts	91	91	91	92	92	92	92	90	90	89	89	90	91
Indoor Use (average of December, January, February)	1.29 af	1.29 af	1.29 af	1.29 af	1.29 af	1.29 af	1.29 af	1.29 af	1.29 af	1.29 af	1.29 af	1.29 af	15.52 af
Outdoor Use	0.22 af	0.20 af	0.00 af	0.10 af	0.04 af	0.23 af	0.05 af	0.07 af	0.15 af	0.00 af	0.00 af	0.05 af	1.11 af

\* Water Usage Records were delivered to RESEPC by Ellicott Utilities Company.

Indoor Use Per Lot (EQR)	
<b>2018</b>	0.1578 af/lot/yr 141 gallons/lot/day
<b>2019</b>	0.1710 af/lot/yr 153 gallons/lot/day
<b>Average</b>	0.1644 af/lot/yr 147 gallons/lot/day

Table 1  
Ellicott Utilities Company

**Filing 4 - Summary of Estimated Demands and Consumptive Use**

Water Demand Parameters	
Total Number of EQRs	9
In-house Residential Demand per EQR (Based on 0.165 af/lot/yr)	147 gal/day <i>(based on Ellicott Springs water usage data)</i>
Percent of In-house Water Used Consumptively - (WWTP)	5 %
Industrial Demand per EQR	232 gal/day <i>(Page 37, EP Land Use Code 5/2016)</i>
Irrigated Outside Use Area	0.28 acres
Annual Crop Application Rate (Based on 0.0566 af/1000 sq.ft.)	2.47 af/ac <i>(Page 37, EP Land Use Code 5/2016)</i>
Irrigation Efficiency	80%

Months	Water Demands			Water Consumption			Return Flows			
	In-house	Irrigated Outside Use	Total	In-house	Irrigated Outside Use	Total	In-house (WWTP)		Outside (Soil)	
	<i>(acre-ft)</i>	<i>(acre-ft)</i>	<i>(acre-ft)</i>	<i>(acre-ft)</i>	<i>(acre-ft)</i>	<i>(acre-ft)</i>	<i>(acre-ft)</i>	<i>(gpm)</i>	<i>(acre-ft)</i>	<i>(gpm)</i>
January	0.20	0.00	0.20	0.01	0.00	0.01	0.19	1.39	0.00	0.00
February	0.18	0.00	0.18	0.01	0.00	0.01	0.17	1.39	0.00	0.00
March	0.20	0.00	0.20	0.01	0.00	0.01	0.19	1.39	0.00	0.00
April	0.19	0.03	0.22	0.01	0.02	0.03	0.18	1.39	0.01	0.04
May	0.20	0.10	0.30	0.01	0.08	0.09	0.19	1.39	0.02	0.14
June	0.19	0.14	0.33	0.01	0.11	0.12	0.18	1.39	0.03	0.21
July	0.20	0.15	0.35	0.01	0.12	0.13	0.19	1.39	0.03	0.22
August	0.20	0.11	0.31	0.01	0.09	0.10	0.19	1.39	0.02	0.17
September	0.19	0.10	0.30	0.01	0.08	0.09	0.18	1.39	0.02	0.16
October	0.20	0.05	0.25	0.01	0.04	0.05	0.19	1.39	0.01	0.07
November	0.19	0.00	0.19	0.01	0.00	0.01	0.18	1.39	0.00	0.00
December	0.20	0.00	0.20	0.01	0.00	0.01	0.19	1.39	0.00	0.00
Annual	2.35	0.68	3.03	0.12	0.54	0.66	2.23	<i>average</i> 1.39	0.14	<i>average</i> 0.08

- (1) Equals Number of EQRs times In-House Demand per EQR times the Days in the month divided by 325,851.
- (2) Equals Equivalent Outside Use Area times Monthly CIR divided by Irrigation Efficiency.
- (3) Equals the total of Column (1 thru 2).
- (4) Equals Column (1) times the Percent of In-House Water Used Consumptively.
- (5) Equals Column (2) times Irrigation Efficiency
- (6) Equals the total of Column (4 thru 5).

- (7) Equals Column (1) minus Column (4).
- (8) Equals Column (7) divided by days in the month divided by 1.98 times 449.
- (9) Equals Column (2) minus Column (5).
- (10) Equals Column (9) divided by days in the month divided by 1.98 times 449.

Months	Monthly Parameters	
	Days	Application
January	31	0.00
February	28	0.00
March	31	0.00
April	30	0.10
May	31	0.35
June	30	0.51
July	31	0.54
August	31	0.41
September	30	0.38
October	31	0.17
November	30	0.00
December	31	0.00
Annual	365	2.47

	EQR per Unit	Total EQR's	Irrigated Area	
			per EQR	Total
Single Family (up to 3,000 sqft)	0 units	1	0.00	2500 sq.ft. 0.00 ac
Multi-Family				
Apartments (1 Bedroom & Studios)	0 units	0.54	0.00	500 sq.ft. 0.00 ac
Townhomes (2 bedroom)	0 units	0.7	0.00	100 sq.ft. 0.00 ac
Clubhouse	0 units	1	0.00	2500 sq.ft. 0.00 ac
Industrial	8 lots	1.13	9.04	1500 sq.ft. 0.28 ac
Landscaped Street Area / Parks	1 units	0	0.00	0 sq.ft. 0.00 ac
<b>Total</b>			<b>9.04</b>	<b>0.28 ac</b>



# Appendix A

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BEFORE THE COLORADO GROUND WATER COMMISSION

CASE NO. 91-GW-01

WATER RESOURCES  
STATE ENGINEER  
COLORADONEGOTIATED SETTLEMENT AND ORDERIN THE MATTER OF AN APPLICATION BY DALE TIPTON TO CHANGE THE ACREAGE IRRIGATED AND THE USE OF THE WELL WITH PERMIT NOS. 27574-FP AND R-16253-FP

The undersigned parties hereby set forth their negotiated settlement of their dispute and agree as follows:

FINDINGS OF FACT

1. On September 24, 1984, the Colorado Ground Water Commission issued Final Permit No. R-16253-FP located in the SW1/4 of the NE1/4 of Section 36, Township 12 South, Range 63 West of the 6th Principal Meridian to irrigate 100 acres described as part of the NE1/4 of Section 36, Township 12 South, Range 63 West. Permit No. R-16253-FP allows a maximum annual volume of appropriation of 175 acre-feet and a maximum pumping rate of 449 gallons per minute.
2. On September 24, 1984, the Colorado Ground Water Commission issued Final Permit No. 27574-FP, located in the SW1/4 of the NE1/4 of Section 36, Township 12 South, Range 63 West of the 6th Principal Meridian to irrigate 100 acres described as part of the NE1/4 of Section 36, Township 12 South, Range 63 West. Permit No. 27574-FP allows a maximum annual volume of appropriation of 175 acre-feet and a maximum pumping rate of 449 gallons per minute. The acreage permitted under Permit No. 27574-FP is the same acreage as permitted under Permit No. R-16253-FP. Permit No. 27574-FP is in addition to the appropriation and pumping rate for the well with Permit No. R-16253-FP.
3. The well in question is located in the Upper Black Squirrel Creek Designated Ground Water Basin and in the Upper Black Squirrel Creek Ground Water Management District. The Colorado Ground Water Commission has jurisdiction.
4. The application, received July 16, 1990, *in parts of the NE 1/4 and parts of the SE 1/4* seeks to change the acreage irrigated to reflect the historic irrigation of 100 acres in the ~~NE 1/4~~ of Section 36, Township 12 South, Range 63 West, and to change the use of the well from irrigation to irrigation, municipal, commercial and industrial uses and export outside the basin. *DH*
5. The number of acres proposed to be irrigated by this well does not exceed the number of acres permitted for irrigation by Final Permit Nos. R-16253-FP and 27574-FP.
6. The application was published in the Colorado Springs' Gazette Telegraph on January 17 and 24, 1991.
7. a. An objection to the application was received from the Upper Black Squirrel Creek Ground Water Management District on January 22, 1991.

- b. An objection to the application was received from Francis Guthrie on February 22, 1991. This objection has since been withdrawn as per letter received by the Commission on September 6, 1991.
- c. An objection to the application was received from Evin Henderson on February 25, 1991. This objection has since been withdrawn as per letter received by the Commission on September 6, 1991.
8. In support of this application, the applicant has submitted information on historic crops and acreages irrigated, well power usage, and well efficiency. The Commission has reviewed this and other information available in the office of the Division of Water Resources and determined that for the crops indicated the consumptive use averaged 272 acre-feet per year.
9. This historic amount of ground water will not result in increased depletion of the aquifer if pumping is limited as stated below:
- a. The proposed use of ground water for municipal, commercial, and industrial uses in the basin must be limited to an average of 321 acre-feet per year and the annual consumptive use of water from these uses shall not exceed an average of 272 acre-feet per year and any water withdrawn for these uses and claimed to be not consumptively used must be returned to the alluvial aquifer near the point of withdrawal to prevent injury to vested water rights.
- b. The proposed export of water outside the Basin must be limited to an average of 272 acre-feet in order to prevent injury to vested water rights. The Upper Black Squirrel Creek Ground Water Management District and the applicant have negotiated a limit of 225 acre-feet for export outside the Basin.
11. In accordance with 37-90-111(1)(g), C.F.S., the Colorado Ground Water Commission finds that the proposed changes of Permit Nos. R-16253-FP and 27574-FP will not cause material injury to the vested rights of other appropriators if the well is operated under conditions as stated in the Order below.

**ORDER**

Applicant Dale Tipton accepts the foregoing and waives and relinquishes any rights to further hearing or appeal and agrees to the following terms and conditions for the approval of the application to change the description of acreage irrigated and the use of the well with Permit Nos. R-16253-FP and 27574-FP.

1. For irrigation, the use of the well shall be limited to irrigation of 100 acres in the E1/2 of Section 36, Township 12 South, Range 63 West, 6th Principal Meridian.
2. The maximum annual volume of appropriation for irrigation from this well under these two permits is limited to a total of 350 acre-feet.
3. This well may continue to be used for irrigation purposes in accordance with the final permits issued for said well until such time as the well is first used for municipal, commercial and/or industrial use or export outside the Basin. At such time that the well is used for

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Case No. 91-GW-01

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WATER RESOURCES  
STATE ENGINEER  
COLORADO

municipal, commercial, and/or industrial use or export outside the Basin, there shall be no further irrigation by this well of the land authorized for irrigation and the annual withdrawal allowable shall be as set forth below:

- a. When the well is used for municipal, commercial and/or industrial uses inside the Basin, the annual withdrawal is limited to 272 acre-feet unless it is shown that water withdrawn for these uses and not consumptively used is returned to the alluvium near the point of withdrawal. In this case the annual consumptive use would be limited to 272 acre-feet and the Commission may allow an annual withdrawal up to a limit of 321 acre-feet. Written approval must be received from the Commission before the allowed annual withdrawal of 272 acre-feet can be exceeded.
  - b. When the well is used for any export outside the Basin, the annual withdrawal is limited to 225 acre-feet per year.
4. The maximum pumping rate of this well shall not exceed the total of the maximum pumping rates for each permit, i.e. 898 gallons per minute.
  5. A totalizing flow meter shall be installed on this well before the well is first used for municipal, commercial and/or industrial use or export outside the Basin. The owner shall submit to the District and the Commission the serial numbers, units of measure, and initial reading of the flow meter within sixty (60) days after the flow meter is installed. The owner shall also maintain the flow meter in good working order and collect annual diversion records which shall be submitted to the Commission and District in January of each year for the prior year's pumping. (Continued to page 4)

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**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO  
ALLOW THE WITHDRAWAL OF GROUND WATER IN THE UPPER BLACK SQUIRREL  
CREEK DESIGNATED GROUND WATER BASIN

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APPLICANT: ELLICOTT SPRINGS RESOURCES, LLC

AQUIFER: LARAMIE-FOX HILLS

DETERMINATION NO.: 598-BD

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In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Ellicott Springs Resources, LLC, (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the determinations of water right to allow the withdrawal of designated ground water from the Laramie-Fox Hills Aquifer.

**FINDINGS**

1. The application was received complete by the Colorado Ground Water Commission on July 23, 2004.
2. The applicant requests a determination of rights to designated ground water in the Laramie-Fox Hills Aquifer (hereinafter "aquifer") underlying 551.26 acres generally described as the W1/2 and the W1/2 of the NE1/4 of Section 14 and the E1/2 of the E1/2 of Section 15, all in Township 14 South, Range 63 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated February 18, 2004, and two signed statements dated July 19, 2004, the applicant claims control of and right to allocation of the ground water in the aquifer under the above-described land area based on written consent of the overlying landowners, as further described in said affidavits which are attached hereto as Exhibit A.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, irrigation, commercial, industrial, firefighting, and recreation. The applicant's proposed place of use of the allocated ground water is the above described 551.26 acre land area.
6. The quantity of water in the aquifer underlying the 551.26 acres of land claimed by the applicant is 16,124 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 15 percent.
  - b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 195 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
  8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 551.26 acres of overlying land claimed by the applicant is 161 acre-feet.
  9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
  10. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the 551.26 acres of land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules. No more than 98% of the amount of ground water withdrawn annually shall be consumed, as required by the Designated Basin Rules.
  11. A review of records in the Office of the State Engineer discloses that a portion of the ground water in the aquifer underlying the 551.26 acre land area has been previously allocated, based on ownership of overlying land and a one hundred year aquifer life. Such allocations occurred by issuance of well permits and construction of wells to appropriate and withdraw ground water from the aquifer, permit numbers 50040-F and 50041-F. The applicant claims ownership of these wells and water rights and has provided a written request, as an attachment to the application, that these permits and rights shall be cancelled by the Commission upon approval of this determination. For this reason, these previous allocations will not decrease the amount of ground water to be allocated for this determination. Except for these two wells, review of the records in the Office of the State Engineer has not disclosed any other water in the aquifer underlying the land claimed by the applicant that has been previously allocated or permitted for withdrawal.
  12. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.



13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.
14. On July 29, 2004, in accordance with Rule 9.1 of the Designated Basin Rules, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received in response to this request.
15. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
16. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Gazette newspaper on August 5 and 12, 2004.
17. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
18. In order to prevent unreasonable impairment to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

### ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Laramie-Fox Hills Aquifer underlying 551.26 acres generally described as the W1/2 and the W1/2 of the NE1/4 of Section 14 and the E1/2 of the E1/2 of Section 15, all in Township 14 South, Range 63 West of the 6th Principal Meridian, is approved subject to the following conditions:

19. The allocated average annual amount of ground water to be withdrawn from the aquifer shall not exceed 161 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
20. To conform to actual aquifer characteristics, the Commission may adjust the allocated average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.

21. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
22. The use of ground water from this allocation shall be limited to the following beneficial uses: domestic, irrigation, commercial, industrial, firefighting, and recreation. The place of use shall be limited to the above-described 551.26 acre land area.
23. Well permit numbers 50040-F and 50041-F are hereby cancelled and are of no further force or effect.
24. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 551.26 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
25. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
  - a. The wells shall be located on the above described 551.26 acre overlying land area.
  - b. The wells must be constructed to withdraw water from only the Laramie-Fox Hills Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
  - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
  - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
  - e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
  - f. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.

g. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.

26. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county – in which the claimed overlying land is located - so that a title examination of the above described 551.26 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

Dated this 8<sup>th</sup> day of November, 2004.



Hal D. Simpson  
Executive Director  
Colorado Ground Water Commission

By: 

Suzanne M. Sellers, P.E.  
Designated Basins Chief

Prepared by: RAC

FIND-510

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES

RECEIVED

APR 06 2004

NONTRIBUTARY GROUND WATER CONSENT CLAIM  
(FOR AREAS IN A DESIGNATED GROUND WATER BASIN)

WATER RESOURCES  
STATE ENGINEER  
COLO.

Laramie Fox Hills AQUIFER

I (we) Ellicott Springs Resources, LLC  
(Name)

claim and say that I (we) have the consent of the owners of 472.81 acres of overlying land to withdraw ground water from the aquifer indicated above.

The names of the landowners whose consent is claimed are as follows and their Landownership Statements (form GWS-3B), legal descriptions of all claimed land areas and copies of deeds or other transfer documents, recorded in the county or counties in which the land areas are located, are attached.

R.W. Case  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

[Signature] 2-18-04  
(Signature) (Date)  
Rayney J. PREISSEN partner Ellicott Springs RES. LLC.  
\_\_\_\_\_  
(Signature) (Date)

.....  
INSTRUCTIONS:

The consent claim must be submitted with an application for determination of water right in all cases where the applicant believes or claims that water to be withdrawn is ground water from the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers and the applicant is claiming consent of the overlying landowners. Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means.

RECEIVED

GWS-3B (Rev. Sept. 1996)

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES

APR 06 2004

WATER RESOURCES  
STATE ENGINEER  
COLO.

NONTRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT

I (We) R.W. Case  
(Name)

whose mailing address is 102 E. Pikes Peak Ave., Suite 200  
Street

Colorado Springs, CO 80903  
(City) (State) (Zip)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 472.81 acres in the County of El Paso, State of Colorado: (Insert Property Legal Description)

*See attached legal description*

and that I (we) have granted written consent to others to withdraw ground water from the Laramie Fox Hills aquifer as evidenced by the attached copy of a deed or other document in the County or Counties in which the land is located, and that said ground water has not been conveyed or reserved to another, nor has consent been given for withdrawal by another except as indicated in the attached deed or other recorded document.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

*R.W. Case* 3-2-04  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

.....  
INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

1313 SHERMAN ST RM 818 DENVER CO 80203 (303)866-3581

EXHIBIT A

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APR 06 2004

WATER RESOURCES  
STATE ENGINEER  
COLO.

RECEIVED

JAN 02 2004

WATER RESOURCES  
STATE ENGINEER  
COLO.

LEGAL DESCRIPTION: VIEWPOINT VILLAGE

THE EAST HALF OF THE EAST HALF OF SECTION 15 AND THE WEST HALF OF SECTION 14,  
ALL IN TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6TH P.M., EL PASO COUNTY,  
COLORADO AND CONTAINING 472.814 ACRES MORE OR LESS, EXCEPT THAT PORTION  
CONVEYED BY BOOK 5527 AT PAGE 376.

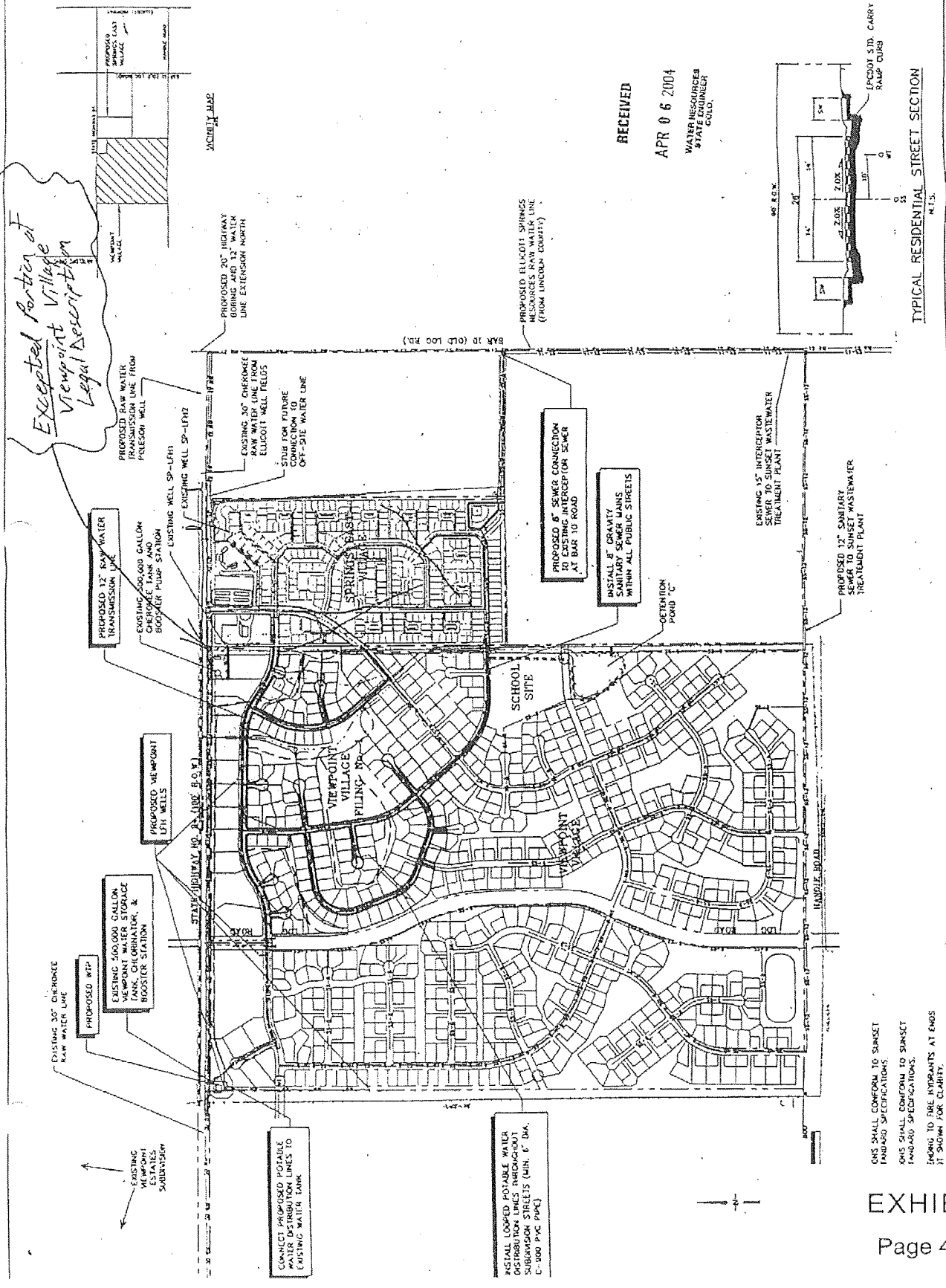
EXHIBIT A

VIEWPOINT VILLAGE SUBDIVISION

MASTER  
UTILITY PLAN

U1

DATE	DESCRIPTION
12/15/03	ISSUE FOR PERMITS
03/18/04	ISSUE FOR PERMITS
04/06/04	ISSUE FOR PERMITS
04/06/04	ISSUE FOR PERMITS
04/06/04	ISSUE FOR PERMITS
04/06/04	ISSUE FOR PERMITS
04/06/04	ISSUE FOR PERMITS
04/06/04	ISSUE FOR PERMITS
04/06/04	ISSUE FOR PERMITS
04/06/04	ISSUE FOR PERMITS



*Excepted Portion of Viewpoint Village Legal Description*

RECEIVED  
APR 06 2004  
WATER RESOURCES  
STATE ENGINEER  
GOLD.

THIS SHALL CONFORM TO SUNSET  
HANDS SPECIFICATIONS.  
THIS SHALL CONFORM TO SUNSET  
HANDS SPECIFICATIONS.  
FRAGILE TO FIRE HYDRANTS AT ENDS  
IF SHOWN FOR CLARITY.

## QUIT CLAIM DEED

THIS DEED is a conveyance from the person(s) or legal entity named below as GRANTOR to the person(s) or legal entity named below as GRANTEE of whatever interest the GRANTOR may have in the real property described below.

The GRANTOR hereby sells and quit claims to the GRANTEE the real property described below with all its appurtenances.

If the Grantor intends this Deed to convey less than his entire interest in the Property or if the Grantor intends to impose restrictions on the Grantee's use of the Property, then appropriate language has been added below under "Reservations And/Or Restrictions."

If there are two or more Grantees named in this Deed, they are accepting this conveyance as tenants in common, unless the words "joint tenancy with right of survivorship" or "joint tenancy" have been added below under "Form of Co-Ownership."

The following information completes this Deed:

GRANTOR: (Give Name(s), Address(es), and Marital Status)

R.W. Case  
102 E. Pikes Peak Ave., Suite 200  
Colorado Springs, Colorado 80903

GRANTEE: (Give Name(s), Address(es))

Ellicott Springs Resources, LLC, a Colorado limited liability company  
c/o Rodney J. Preisser, President  
90 S. Cascade Avenue, Suite 950  
Colorado Springs, CO 80903

PROPERTY DESCRIPTION:

All groundwater (including without limitation tributary, non-tributary, not non-tributary and other groundwater), rights to withdraw such groundwater, rights to consent to the withdrawal of such groundwater, and all water rights relating to such groundwater, including without limitation all groundwater and rights to withdraw groundwater within the Dawson, Denver, Arapahoe and Laramie Fox-Hills aquifers, that are appurtenant to or that underlie the following described real property:

VIEWPOINT VILLAGE

THE EAST HALF OF THE EAST HALF OF SECTION 15 AND THE WEST HALF OF SECTION 14, ALL IN TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6<sup>TH</sup> P.M., EL PASO COUNTY, COLORADO AND CONTAINING 472.814 ACRES MORE OR LESS, EXCEPT THAT PORTION CONVEYED BY BOOK 5527 AT PAGE 376.

RECEIVED

APR 06 2004

WATER RESOURCES  
STATE ENGINEER  
COLO.

Robert C. Balink El Paso  
01/12/2004 03:  
Doc \$0.00 Page  
Rec \$15.00 1 of

EXHIBIT A

Page 5 of 124



11/11/03

PROPERTY ADDRESS:

N/A

RESERVATIONS AND/OR RESTRICTIONS: (If none, leave blank)

Signed on 12-19, 2003.

RECEIVED

APR 06 2004

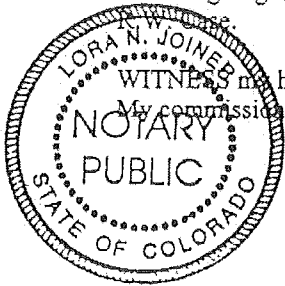
WATER RESOURCES  
STATE ENGINEER  
COLO.

R.W. Case  
Grantor

By [Signature]  
Title: \_\_\_\_\_

STATE OF COLORADO)  
  )ss:  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2003 by



WITNESSES my hand and official seal.  
My commission expires: 06-07-2006

Lora N. Joiner  
Notary Public

EXHIBIT A

Page 6 of 1255

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VIEWPOINT ESTATES

APR 06 2004

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 10 TOWNSHIP 14 SOUTH, RANGE 63 WEST, 6<sup>TH</sup> P.M., COMMENCING NORTH 01°10'40" WEST ALONG THE WEST SECTION LINE A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST SECTION LINE NORTH 01°10'40" WEST A DISTANCE OF 1271.31 FEET, THENCE SOUTH 89°52'52" EAST A DISTANCE OF 2617.39 FEET, THENCE NORTH 01°11'11" WEST A DISTANCE OF 3960.76 FEET, THENCE NORTH 89°54'31" EAST A DISTANCE OF 1311.15 FEET, THENCE SOUTH 00°55'21" EAST A DISTANCE OF 5214.40 FEET TO THE NORTH RIGHT OF WAY OF COLORADO STATE HIGHWAY 94, THENCE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 89°47'46" WEST A DISTANCE OF 3904.36 FEET TO THE TRUE POINT OF BEGINNING. SAID ACREAGE CONTAINS 231 ACRES MORE OR LESS.

WATER RESOURCES  
STATE ENGINEER  
COLO.

ANTELOPE PARK RANCHETTES

THAT PORTION OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 63 WEST, 6<sup>TH</sup> P.M., AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 10, THENCE NORTH 89°54'31" EAST ON THE NORTH LINE OF SAID SECTION A DISTANCE OF 2622.49 FEET TO THE NORTH 1/4 CORNER THEREOF, THENCE SOUTH 01°11'11" EAST A DISTANCE OF 3960.76 FEET ON THE CENTERLINE OF SAID SECTION TO THE SOUTHEAST CORNER OF THE NORTH 1/2, SOUTHWEST 1/4, THENCE NORTH 89°52'52" WEST ON THE SOUTH LINE OF SAID N1/2, SW1/4 A DISTANCE OF 660 FEET, THENCE SOUTH 01°11'11" EAST A DISTANCE OF 1261.46 FEET TO INTERSECT THE NORTHERLY LINE OF STATE HIGHWAY NO. 94, THENCE SOUTH 89°49'51" WEST ON SAID NORTHERLY LINE A DISTANCE OF 60.02 FEET, THENCE NORTH 02°11'11" WEST A DISTANCE OF 1261.76 FEET TO INTERSECT THE AFOREMENTIONED SOUTH LINE OF THE N 1/2, SW 1/4, THENCE NORTH 89°52'52" WEST A DISTANCE OF 1897.37 FEET TO THE SW CORNER THEREOF, THENCE NORTH 01°15'48" WEST A DISTANCE OF 3951.26 FEET TO THE POINT OF BEGINNING, CONTAINING 239.63 ACRES, MORE OR LESS.

EXHIBIT A

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JUL 23 2004

WATER RESOURCES  
STATE ENGINEER  
COLO.

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES

NONTRIBUTARY GROUND WATER CONSENT CLAIM  
(FOR AREAS IN A DESIGNATED GROUND WATER BASIN)

Laramie-Fox Hills AQUIFER

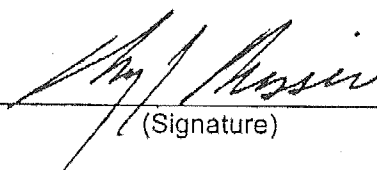
I (we) Ellicott Springs Resources, LLC  
(Name)

claim and say that I (we) have the consent of the owners of 78.45 acres of overlying land to withdraw ground water from the aquifer indicated above.

The names of the landowners whose consent is claimed are as follows and their Landownership Statements (form GWS-3B), legal descriptions of all claimed land areas and copies of deeds or other transfer documents, recorded in the county or counties in which the land areas are located, are attached.

- Even-Preisser Investments, LLC
- Even-Preisser, Inc.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

 7-19-04  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

.....  
INSTRUCTIONS:

The consent claim must be submitted with an application for determination of water right in all cases where the applicant believes or claims that water to be withdrawn is ground water from the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers and the applicant is claiming consent of the overlying landowners. Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means.

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES

RECEIVED

JUL 23 2004

WATER RESOURCES  
STATE ENGINEER  
COLO.

NONTRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT

I (We) Even-Preisser Investments, LLC  
(Name)

whose mailing address is 520 E. Costilla Street  
Street

Colorado Springs CO 80903  
(City) (State) (Zip)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 38.99 acres in the County of El Paso, State of Colorado: (Insert Property Legal Description)

See attached legal description

and that I (we) have granted written consent to others to withdraw ground water from the Laramie-Fox Hills aquifer as evidenced by the attached copy of a deed or other document in the County or Counties in which the land is located, and that said ground water has not been conveyed or reserved to another, nor has consent been given for withdrawal by another except as indicated in the attached deed or other recorded document.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

Even-Preisser Investments, LLC  
Ray R. [Signature] 7/19/04  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

.....  
INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

QUIT CLAIM DEED

THIS DEED is a conveyance from the person(s) or legal entity named below as GRANTOR to the person(s) or legal entity named below as GRANTEE of whatever interest the GRANTOR may have in the real property described below.

RECEIVED

JUL 23 2004

WATER RESOURCES  
STATE ENGINEER  
COLO

The GRANTOR hereby sells and quit claims to the GRANTEE the real property described below with all its appurtenances.

If the Grantor intends this Deed to convey less than his entire interest in the Property or if the Grantor intends to impose restrictions on the Grantee's use of the Property, then appropriate language has been added below under "Reservations And/Or Restrictions."

If there are two or more Grantees named in this Deed, they are accepting this conveyance as tenants in common, unless the words "joint tenancy with right of survivorship" or "joint tenancy" have been added below under "Form of Co-Ownership."

The following information completes this Deed:

GRANTOR: (Give Name(s), Address(es), and Marital Status)

Even-Preisser Investments LLC  
520 E. Costilla Street  
Colorado Springs, CO 80903

GRANTEE: (Give Name(s), Address(es))

Ellicott Springs Resources, LLC, a Colorado limited liability company  
c/o Rodney J. Preisser, President  
90 S. Cascade Avenue, Suite 950  
Colorado Springs, CO 80903

Robert C. Balink El Paso Cty, CO  
04/02/2004 04:06  
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Rec \$5.00 1 of 1

204053279



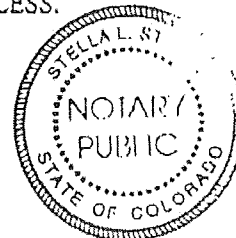
PROPERTY DESCRIPTION:

All groundwater (including without limitation tributary, non-tributary, not non-tributary and other groundwater), rights to withdraw such groundwater, rights to consent to the withdrawal of such groundwater, and all water rights relating to such groundwater, including without limitation all groundwater and rights to withdraw groundwater within the Dawson, Denver, Arapahoe and Laramie Fox-Hills aquifers, that are appurtenant to or that underlie the following described real property:

THE WEST 1/2 OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 14,  
TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6<sup>TH</sup> P.M., EL PASO  
COUNTY, COLORADO, EXCEPT THE NORTH 30 FEET FOR ROADWAY  
PURPOSES, AND CONTAINING 38.99 ACRES MORE OR LESS.

PROPERTY ADDRESS:

22325 Highway 94  
El Paso County, CO



RESERVATIONS AND/OR RESTRICTIONS: (If none, leave blank)

Signed on April 2, 2004

MY COMMISSION EXPIRES  
09/01/2006

Even-Preisser Investments, LLC  
Grantor

By [Signature]  
Title: MEMBER

STATE OF COLORADO )  
                                  )ss:  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 02 day of April  
David Even, as member of Even-Preisser Investment  
liability company.

WITNESS my hand and official seal.  
My commission expires: 09-01-2006

[Signature]

EXHIBIT A

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES

RECEIVED

JUL 23 2004

WATER RESOURCES  
STATE ENGINEER  
COLORADO

NONTRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT

I (We) Even-Preisser, Inc.  
(Name)

whose mailing address is 520 E. Costilla St.  
Street

Colorado Springs CO 80903  
(City) (State) (Zip)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 39.46 acres in the County of El Paso, State of Colorado: (Insert Property Legal Description)

See attached legal description

and that I (we) have granted written consent to others to withdraw ground water from the Laramie-Fox Hills aquifer as evidenced by the attached copy of a deed or other document in the County or Counties in which the land is located, and that said ground water has not been conveyed or reserved to another, nor has consent been given for withdrawal by another except as indicated in the attached deed or other recorded document.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

Even-Preisser, Inc.  
By [Signature], Secretary 7/19/04  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

QUIT CLAIM DEED

THIS DEED is a conveyance from the person(s) or legal entity named below as GRANTOR to the person(s) or legal entity named below as GRANTEE of whatever interest the GRANTOR may have in the real property described below.

RECEIVED  
JUL 23 2004

The GRANTOR hereby sells and quit claims to the GRANTEE the real property described below with all its appurtenances.

WATER RESOURCES  
STATE ENGINEER  
COLO

If the Grantor intends this Deed to convey less than his entire interest in the Property or if the Grantor intends to impose restrictions on the Grantee's use of the Property, then appropriate language has been added below under "Reservations And/Or Restrictions."

If there are two or more Grantees named in this Deed, they are accepting this conveyance as tenants in common, unless the words "joint tenancy with right of survivorship" or "joint tenancy" have been added below under "Form of Co-Ownership."

The following information completes this Deed:

GRANTOR: (Give Name(s), Address(es), and Marital Status)

Even-Preisser Inc.  
520 E. Costilla Street  
Colorado Springs, CO 80903

GRANTEE: (Give Name(s), Address(es))

Ellicott Springs Resources, LLC, a Colorado limited liability company  
c/o Rodney J. Preisser, President  
90 S. Cascade Avenue, Suite 950  
Colorado Springs, CO 80903

Robert C. Balink El Paso Cty, CO  
04/02/2004 04:06  
Doc \$0.00 Page  
Rec \$5.00 1 of 1

204053280  


PROPERTY DESCRIPTION:

All groundwater (including without limitation tributary, non-tributary, not non-tributary and other groundwater), rights to withdraw such groundwater, rights to consent to the withdrawal of such groundwater, and all water rights relating to such groundwater, including without limitation all groundwater and rights to withdraw groundwater within the Dawson, Denver, Arapahoe and Laramie Fox-Hills aquifers, that are appurtenant to or that underlie the following described real property:

THE EAST 1/2 OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 14,  
TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6<sup>TH</sup> P.M., EL PASO  
COUNTY, COLORADO, AND CONTAINING 39.46 ACRES MORE OR  
LESS.

PROPERTY ADDRESS:

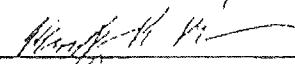
22325 Highway 94  
El Paso County, CO

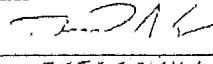
RESERVATIONS AND/OR RESTRICTIONS: (If none, leave blank)

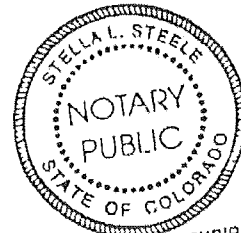
Signed on April 2, 2004

Attest:

Even-Preisser Inc.  
Grantor

  
Title: SECRETARY / TREASURER

By   
Title: SECRETARY / TREASURER MY COMMISSION EXPIRES 09/04/2006



STATE OF COLORADO )  
  )ss:  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 02 day of April  
Benjamin Preisser, as Vice President and David Even  
Sec. / Treasurer of Even-Preisser Inc., a Colorado corporation.

WITNESS my hand and official seal.

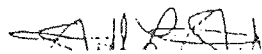


EXHIBIT A

Page 12 of 12

# STATE OF COLORADO

## OFFICE OF THE STATE ENGINEER

Division of Water Resources  
Department of Natural Resources

1313 Sherman Street, Room 818  
Denver, Colorado 80203  
Phone (303) 866-3581  
FAX (303) 866-3589

www.water.state.co.us



Bill Owens  
Governor

Russell George  
Executive Director

Hal D. Simpson, P.E.  
State Engineer

November 10, 2004

RODNEY PREISSER  
ELLCOTT SPRINGS RESOURCES LLC  
90 S CASCADE AVENUE #950  
COLO SPGS CO 80903

### RE: Permit to Use Existing Well

Dear Mr. Preisser:

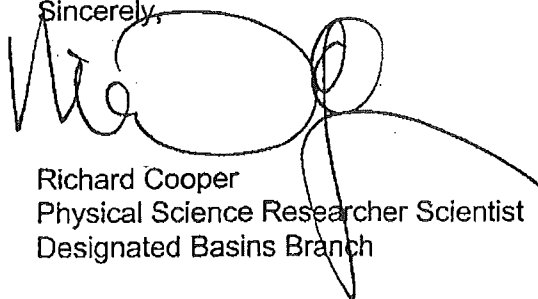
Enclosed is a copy of well Permit No. 61972-F, issued to use an existing well to withdraw ground water from the Laramie-Fox Hills aquifer in accordance with the Ground Water Commission's Findings and Order for Determination of Water Right No. 598-BD.

Please review the permit conditions of approval. Permit condition #10 requires that a totalizing flow meter shall be installed on the well and maintained in good working order. The well owner must maintain permanent records of total annual withdrawals from the well. Be advised that the total combined annual amount of ground water withdrawn by this well, together with any other wells permitted to withdraw the allowed allocation, shall not exceed 161 acre-feet, subject to the withdrawal limitations and conditions in the above described Order of the Commission.

Within 30 days after commencement of beneficial use of ground water, pumped from the well in accordance with the conditions of this permit, a Notice of Commencement of Beneficial Use, form no. GWS-19, must be completed and filed with this office. A copy of this notice is enclosed for your use.

If you have any questions, please contact this office.

Sincerely,



Richard Cooper  
Physical Science Researcher Scientist  
Designated Basins Branch

enclosures: a/s

cc: Upper Black Squirrel Creek GWMD



**OFFICE OF THE STATE ENGINEER**  
**COLORADO DIVISION OF WATER RESOURCES**  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

WELL PERMIT NUMBER 61972 -F-  
DIV. 8 WD 10 DES. BASIN 4 MD 12

APPLICANT

ELLCOTT SPRINGS RESOURCES LLC  
90 S CASCADE STE 950  
COLORADO SPRINGS, CO 80903-

(719) 442-2614

APPROVED WELL LOCATION

EL PASO COUNTY  
NW 1/4 NE 1/4 Section 14  
Township 14 S Range 63 W Sixth P.M.

DISTANCES FROM SECTION LINES

300 Ft. from North Section Line  
2310 Ft. from East Section Line

UTM COORDINATES (NAD83)

Easting: Northing:

**PERMIT TO USE AN EXISTING WELL**


CONDITIONS OF APPROVAL

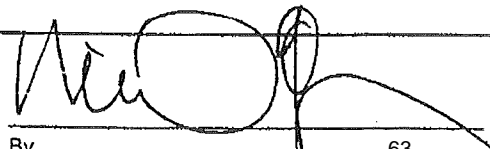
- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this existing well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to Section 37-90-107(7), C.R.S., and the Findings and Order of the Colorado Ground Water Commission, dated November 8, 2004, for Determination of Water Right No. 598-BD. This permit allows the use of an existing well originally constructed under cancelled permit no. 50040-F.
- 4) The maximum pumping rate of this well shall not exceed 200 GPM.
- 5) The annual withdrawal of ground water from this well shall not exceed 161 acre-feet, subject to the total annual withdrawal limitations and conditions in paragraphs 19, 20, and 25.e of the above described Order of the Commission.
- 6) The use of ground water from this well is limited to domestic, irrigation, commercial, industrial, firefighting, and recreation. Place of use shall be limited to the 551.26 acre land area claimed in the above described Order of the Commission.
- 7) This well must be constructed to withdraw ground water from only the Laramie-Fox Hills aquifer.
- 8) The owner shall mark the well in a conspicuous place with well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 9) This well shall be located within 200 feet of the location specified on this permit, on overlying land claimed in the above Order. The well shall not be located within 600 feet of another large-capacity well completed in the Laramie-Fox Hills aquifer.
- 10) A totalizing flow meter or other Commission approved measuring device must be installed on the well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District or the Ground Water Commission upon request.
- 11) No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.

NOTE: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.

NOTE: This well is located within a Ground Water Management District where local District Rules may apply to the withdrawal of designated ground water currently authorized under this permit.

APPROVED  
RAC

  
State Engineer

  
By

Receipt No. 0522751A

DATE ISSUED 11-10-2004

EXPIRATION DATE 11-10-2005

# STATE OF COLORADO

## OFFICE OF THE STATE ENGINEER

Division of Water Resources  
Department of Natural Resources

1313 Sherman Street, Room 818  
Denver, Colorado 80203  
Phone (303) 866-3581  
FAX (303) 866-3589

www.water.state.co.us



Bill Owens  
Governor

Russell George  
Executive Director  
Hal D. Simpson, P.E.  
State Engineer

November 10, 2004

RODNEY PREISSER  
ELLCOTT SPRINGS RESOURCES LLC  
90 S CASCADE AVENUE #950  
COLO SPGS CO 80903

### RE: Permit to Use Existing Well

Dear Mr. Preisser:

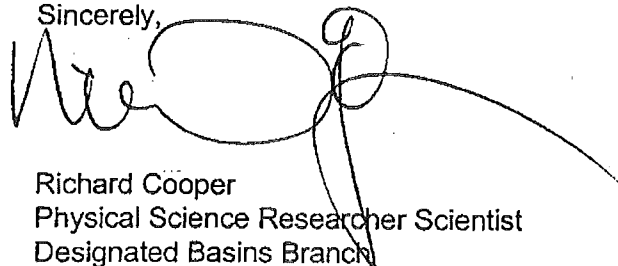
Enclosed is a copy of well Permit No. 61973-F, issued to use an existing well to withdraw ground water from the Laramie-Fox Hills aquifer in accordance with the Ground Water Commission's Findings and Order for Determination of Water Right No. 598-BD.

Please review the permit conditions of approval. Permit condition #10 requires that a totalizing flow meter shall be installed on the well and maintained in good working order. The well owner must maintain permanent records of total annual withdrawals from the well. Be advised that the total combined annual amount of ground water withdrawn by this well, together with any other wells permitted to withdraw the allowed allocation, shall not exceed 161 acre-feet, subject to the withdrawal limitations and conditions in the above described Order of the Commission.

Within 30 days after commencement of beneficial use of ground water, pumped from the well in accordance with the conditions of this permit, a Notice of Commencement of Beneficial Use, form no. GWS-19, must be completed and filed with this office. A copy of this notice is enclosed for your use.

If you have any questions, please contact this office.

Sincerely,



Richard Cooper  
Physical Science Researcher Scientist  
Designated Basins Branch

enclosures: a/s

cc: Upper Black Squirrel Creek GWMD

Form No.  
GWS-25

**OFFICE OF THE STATE ENGINEER**  
**COLORADO DIVISION OF WATER RESOURCES**  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

WELL PERMIT NUMBER 61973 -F-  
DIV. 8 WD 10 DES. BASIN 4 MD 12

APPLICANT

ELLCOTT SPRINGS RESOURCES  
90 S CASCADE STE 950  
COLORADO SPRINGS, CO 80903-

(719) 442-2614

APPROVED WELL LOCATION  
EL PASO COUNTY  
NW 1/4 NE 1/4 Section 14  
Township 14 S Range 63 W Sixth P.M.

DISTANCES FROM SECTION LINES  
300 Ft. from North Section Line  
1650 Ft. from East Section Line

UTM COORDINATES (NAD83)  
Easting: Northing:

PERMIT TO USE AN EXISTING WELL

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this existing well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to Section 37-90-107(7), C.R.S., and the Findings and Order of the Colorado Ground Water Commission, dated November 8, 2004, for Determination of Water Right No. 598-BD. This permit allows the use of an existing well originally constructed under cancelled permit no. 50041-F.
- 4) The maximum pumping rate of this well shall not exceed 200 GPM.
- 5) The annual withdrawal of ground water from this well shall not exceed 161 acre-feet, subject to the total annual withdrawal limitations and conditions in paragraphs 19, 20, and 25.e of the above described Order of the Commission.
- 6) The use of ground water from this well is limited to domestic, irrigation, commercial, industrial, firefighting, and recreation. Place of use shall be limited to the 551.26 acre land area claimed in the above described Order of the Commission.
- 7) This well must be constructed to withdraw ground water from only the Laramie-Fox Hills aquifer.
- 8) The owner shall mark the well in a conspicuous place with well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 9) This well shall be located within 200 feet of the location specified on this permit, on overlying land claimed in the above Order. The well shall not be located within 600 feet of another large-capacity well completed in the Laramie-Fox Hills aquifer.
- 10) A totalizing flow meter or other Commission approved measuring device must be installed on the well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District or the Ground Water Commission upon request.
- 11) No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.

NOTE: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.

NOTE: This well is located within a Ground Water Management District where local District Rules may apply to the withdrawal of designated ground water currently authorized under this permit.

APPROVED  
RAC

*Hal D. Smith*  
State Engineer

By

*[Signature]*  
EXPIRATION DATE 11-10-2005

Receipt No. 0522751B

DATE ISSUED 11-10-2004

ORDER OF THE COLORADO GROUND WATER COMMISSION

IN THE MATTER OF WELL PERMIT NO. 50040-F

LOCATION: NW1/4 OF THE NE1/4 OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 63  
WEST OF THE 6TH PRINCIPAL MERIDIAN

OWNER OF RECORD: ELLICOTT SPRINGS RESOURCES, LLC

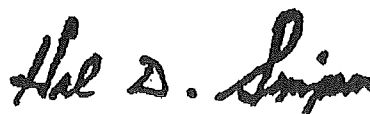
The Colorado Ground Water Commission finds that:

1. Well permit no. 50040-F was issued by the Commission on June 10, 1998, to construct a well to withdraw and appropriate ground water in accordance with the Findings and Order of the Commission, dated May 26, 1998. A well completion report filed with the Commission indicates that the well was timely constructed to withdraw ground water from the Laramie-Fox Hills aquifer at its permitted location.
2. On July 23, 2004, Ellicott Springs Resources, LLC, filed a statement with the Commission claiming ownership of the subject well and requesting that permit no. 50040-F be cancelled upon approval of a determination of water right for the Laramie-Fox Hills aquifer underlying a 551.26 acre overlying land area. An application for said determination was filed with the Commission in a complete form on July 23, 2004.

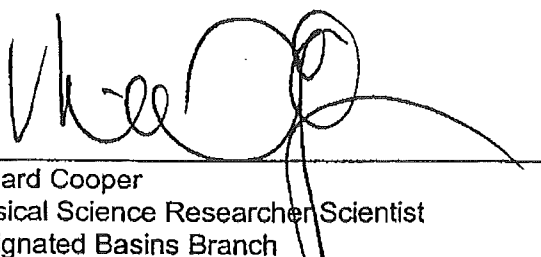
ORDER

3. At the request of the well owner, and in accordance with the Findings and Order of the Commission for Determination of Water Right No. 598-BD, dated November 8, 2004, well permit no. 50040-F is cancelled and is of no further force or effect. Any water right associated with this permit is abandoned.

Dated this 10th day of November, 2004.



Hal D. Simpson  
Executive Director  
Colorado Ground Water Commission



By: \_\_\_\_\_  
Richard Cooper  
Physical Science Research Scientist  
Designated Basins Branch

ORDER OF THE COLORADO GROUND WATER COMMISSION

IN THE MATTER OF WELL PERMIT NO. 50041-F

LOCATION: NW1/4 OF THE NE1/4 OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 63  
WEST OF THE 6TH PRINCIPAL MERIDIAN

OWNER OF RECORD: ELLICOTT SPRINGS RESOURCES, LLC

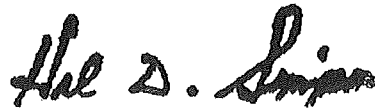
The Colorado Ground Water Commission finds that:

1. Well permit no. 50041-F was issued by the Commission on June 10, 1998, to construct a well to withdraw and appropriate ground water in accordance with the Findings and Order of the Commission, dated May 26, 1998. A well completion report filed with the Commission indicates that the well was timely constructed to withdraw ground water from the Laramie-Fox Hills aquifer at its permitted location.
2. On July 23, 2004, Ellicott Springs Resources, LLC, filed a statement with the Commission claiming ownership of the subject well and requesting that permit no. 50041-F be cancelled upon approval of a determination of water right for the Laramie-Fox Hills aquifer underlying a 551.26 acre overlying land area. An application for said determination was filed with the Commission in a complete form on July 23, 2004.

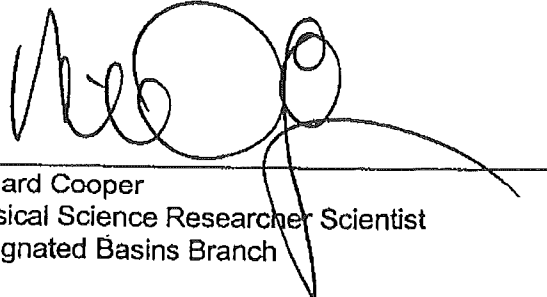
ORDER

3. At the request of the well owner, and in accordance with the Findings and Order of the Commission for Determination of Water Right No. 598-BD, dated November 8, 2004, well permit no. 50041-F is cancelled and is of no further force or effect. Any water right associated with this permit is abandoned.

Dated this 10th day of November, 2004.



Hal D. Simpson  
Executive Director  
Colorado Ground Water Commission



By: \_\_\_\_\_  
Richard Cooper  
Physical Science Researcher-Scientist  
Designated Basins Branch

Form No.  
GWS-25

**OFFICE OF THE STATE ENGINEER**  
**COLORADO DIVISION OF WATER RESOURCES**  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

WELL PERMIT NUMBER 61972 -F-  
DIV. 8 WD 10 DES. BASIN 4 MD 12

APPLICANT

ELLICOTT SPRINGS RESOURCES LLC  
90 S CASCADE STE 950  
COLORADO SPRINGS, CO 80903-

(719) 442-2614

APPROVED WELL LOCATION

EL PASO COUNTY  
NW 1/4 NE 1/4 Section 14  
Township 14 S Range 63 W Sixth P.M.

DISTANCES FROM SECTION LINES

300 Ft. from North Section Line  
2310 Ft. from East Section Line

UTM COORDINATES (NAD83)

Easting: Northing:

**PERMIT TO USE AN EXISTING WELL**

CONDITIONS OF APPROVAL

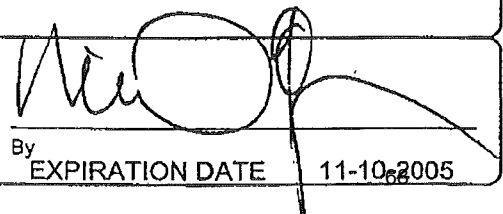
- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this existing well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to Section 37-90-107(7), C.R.S., and the Findings and Order of the Colorado Ground Water Commission, dated November 8, 2004, for Determination of Water Right No. 598-BD. This permit allows the use of an existing well originally constructed under cancelled permit no. 50040-F.
- 4) The maximum pumping rate of this well shall not exceed 200 GPM.
- 5) The annual withdrawal of ground water from this well shall not exceed 161 acre-feet, subject to the total annual withdrawal limitations and conditions in paragraphs 19, 20, and 25.e of the above described Order of the Commission.
- 6) The use of ground water from this well is limited to domestic, irrigation, commercial, industrial, firefighting, and recreation. Place of use shall be limited to the 551.26 acre land area claimed in the above described Order of the Commission.
- 7) This well must be constructed to withdraw ground water from only the Laramie-Fox Hills aquifer.
- 8) The owner shall mark the well in a conspicuous place with well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 9) This well shall be located within 200 feet of the location specified on this permit, on overlying land claimed in the above Order. The well shall not be located within 600 feet of another large-capacity well completed in the Laramie-Fox Hills aquifer.
- 10) A totalizing flow meter or other Commission approved measuring device must be installed on the well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District or the Ground Water Commission upon request.
- 11) No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.

NOTE: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.

NOTE: This well is located within a Ground Water Management District where local District Rules may apply to the withdrawal of designated ground water currently authorized under this permit.

APPROVED  
RAC

  
State Engineer

  
By

Receipt No. 0522751A

DATE ISSUED 11-10-2004

EXPIRATION DATE 11-10-2005

Form No.  
GWS-25

**OFFICE OF THE STATE ENGINEER**  
**COLORADO DIVISION OF WATER RESOURCES**  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

WELL PERMIT NUMBER 61973 -F-  
DIV. 8 WD 10 DES. BASIN 4 MD 12

APPLICANT

ELICOTT SPRINGS RESOURCES  
90 S CASCADE STE 950  
COLORADO SPRINGS, CO 80903-

(719) 442-2614

APPROVED WELL LOCATION

EL PASO COUNTY  
NW 1/4 NE 1/4 Section 14  
Township 14 S Range 63 W Sixth P.M.

DISTANCES FROM SECTION LINES

300 Ft. from North Section Line  
1650 Ft. from East Section Line

UTM COORDINATES (NAD83)

Easting: Northing:

PERMIT TO USE AN EXISTING WELL

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this existing well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to Section 37-90-107(7), C.R.S., and the Findings and Order of the Colorado Ground Water Commission, dated November 8, 2004, for Determination of Water Right No. 598-BD. This permit allows the use of an existing well originally constructed under cancelled permit no. 50041-F.
- 4) The maximum pumping rate of this well shall not exceed 200 GPM.
- 5) The annual withdrawal of ground water from this well shall not exceed 161 acre-feet, subject to the total annual withdrawal limitations and conditions in paragraphs 19, 20, and 25.e of the above described Order of the Commission.
- 6) The use of ground water from this well is limited to domestic, irrigation, commercial, industrial, firefighting, and recreation. Place of use shall be limited to the 551.26 acre land area claimed in the above described Order of the Commission.
- 7) This well must be constructed to withdraw ground water from only the Laramie-Fox Hills aquifer.
- 8) The owner shall mark the well in a conspicuous place with well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 9) This well shall be located within 200 feet of the location specified on this permit, on overlying land claimed in the above Order. The well shall not be located within 600 feet of another large-capacity well completed in the Laramie-Fox Hills aquifer.
- 10) A totalizing flow meter or other Commission approved measuring device must be installed on the well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District or the Ground Water Commission upon request.
- 11) No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.

NOTE: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.

NOTE: This well is located within a Ground Water Management District where local District Rules may apply to the withdrawal of designated ground water currently authorized under this permit.

APPROVED  
RAC

*She D. Smith*  
\_\_\_\_\_  
State Engineer

*W. [Signature]*  
\_\_\_\_\_  
By

Receipt No. 0522751B

DATE ISSUED 11-10-2004

EXPIRATION DATE 11-10-2005

OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581



WELL PERMIT NUMBER	<u>050040</u>	-	<u>F</u>
DIV. 8	CNTY. 21	WD 10	DES. BASIN 4 MD 12

APPLICANT

EVEN PREISSER INVESTMENTS, LLC  
90 S CASCADE STE 950  
COLO SPRINGS CO 80903-4217

(719)442-2514

APPROVED WELL LOCATION  
EL PASO COUNTY

NW 1/4 NE 1/4 Section 14  
Twp 14 S RANGE 63 W 6th P.M.

DISTANCES FROM SECTION LINES

300 Ft. from North Section Line  
2310 Ft. from East Section Line

PERMIT TO CONSTRUCT A WELL

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to Sections 37-90-107 and 37-90-111(5), C.R.S., and the findings of the Colorado Ground Water Commission dated May 26, 1998.
- 4) The maximum pumping rate shall not exceed 200 GPM.
- 5) The allowed average annual amount of ground water to be withdrawn is 9.3 acre-feet, subject to the conditions in paragraph 18.c of the above described Findings of the Commission.
- 6) The use of ground water from the well shall be limited to the following: commercial use for all uses associated with a concrete production facility, residential use and the irrigation of lawn, garden and landscaped areas. Place of use shall be limited to the 40 acre land area claimed in the above described Findings of the Commission.
- 7) The well must be constructed to withdraw water from only the Laramie-Fox Hills aquifer. The top of the aquifer is located approximately 650 feet below the ground surface. The bottom of the aquifer is located approximately 910 feet below the ground surface. Plain casing must be installed and sealed to prevent diversion of water from other aquifers and the movement of water between aquifers.
- 8) This well shall be constructed within 200 feet of the location specified on this permit, and shall not be located within 600 feet of another large-capacity well completed in the Laramie-Fox Hills aquifer.
- 9) The entire length of the hole shall be geophysically logged according to the attached instructions prior to installing the casing.
- 10) A totalizing flow meter must be installed on the well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District and the Ground Water Commission upon request.
- 11) No more than 98% of the ground water withdrawn annually from this well shall be consumed. The Commission may require the well owner to demonstrate periodically that no more than 98% of the ground water withdrawn by the well is being consumed.
- 12) The owner shall mark this well in a conspicuous place with the permit number and the name of the aquifer. He shall take necessary means and precautions to preserve these markings.

NOTE: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines. RAC 8-13-98

APPROVED  
RAC

State Engineer

Receipt No. 0422850

DATE ISSUED JUN 10 1998

EXPIRATION DATE JUN 10 1999



GWS-J  
12/24

WELL CONSTRUCTION AND TEST REPORT  
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

For Office Use only

RECEIVED

DEC 29 1998

STATE OF COLORADO  
STATE ENGINEER  
D.D.

1. WELL PERMIT NUMBER D30040-F

2. OWNER NAME(S) EVEN PREISSER INVESTMENTS LLC  
 Mailing Address 90 S CASCADE STE 950  
 City, St. Zip CO, CO 80903-4217  
 Phone (719) 442-2614

3. WELL LOCATION AS DRILLED: NW 1/4 NE 1/4, Sec. 14 Twp. 14S, Range 63W 64N  
 DISTANCES FROM SEC. LINES:  
300 ft from NORTH Sec. line. and 2310 ft from EAST Sec. line. OR  
(north or south) (east or west)  
 SUBDIVISION: \_\_\_\_\_ LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ FILING(UNIT) \_\_\_\_\_  
 STREET ADDRESS AT WELL LOCATION: \_\_\_\_\_

4. GROUND SURFACE ELEVATION \_\_\_\_\_ ft. DRILLING METHOD Mud Rotary  
 DATE COMPLETED 11/20/98 TOTAL DEPTH 900 ft. DEPTH COMPLETED 900 ft.

5. GEOLOGIC LOG:

Depth	Description of Material (Type, Size, Color, Water Location)
0-1	TOPSOIL
1105	SAND, GRAVEL
175	CLAY
190	SHALE
210	SANDROCK
225	SHALE
250	SANDROCK
310	SHALE
370	SANDROCK
450	SHALE
480	SANDROCK
505	CLAY
550	SHALE
675	SANDROCK
695	SHALE
715	SANDROCK
775	SHALE
820	SANDROCK
830	SHALE
850	SANDROCK
REMARKS: <u>900 SHALE</u> <u>Approved 8/23</u>	

6. HOLE DIAM. (in.) From (ft) To (ft)

<u>12 1/4</u>	<u>0</u>	<u>130</u>
<u>7 3/8</u>	<u>190</u>	<u>650</u>
<u>6 1/2</u>	<u>650</u>	<u>900</u>

7. PLAIN CASING

OD (in)	Kind	Wall Size	From (ft)	To (ft)
<u>4 3/4</u>	<u>STEEL</u>	<u>1 3/8</u>	<u>±1</u>	<u>130</u>
<u>4 1/2</u>	<u>STEEL</u>	<u>1 3/8</u>	<u>7</u>	<u>650</u>

PERF. CASING: Screen Slot Size: Torched  
4 1/2 STEEL 1 3/8 650 900

8. FILTER PACK: Material Gravel Size #4 Interval 20-350 410-590

9. PACKER PLACEMENT: Type Rubber Depth 650

10. GROUTING RECORD:

Material	Amount	Density	Interval	Placement
<u>Cement</u>	<u>45 bags</u>	<u>143 pcf</u>	<u>6-20</u>	<u>Poured</u>
<u>Cement</u>	<u>35 bags</u>	<u>143 pcf</u>	<u>110-140</u>	<u>Poured</u>
<u>Cement</u>	<u>35 bags</u>	<u>143 pcf</u>	<u>370-410</u>	<u>Poured</u>
<u>Cement</u>	<u>35 bags</u>	<u>143 pcf</u>	<u>590-650</u>	<u>Pumped</u>

11. DISINFECTION: Type HTR Amt. Used 60oz

12. WELL TEST DATA:  Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well Test.  
 TESTING METHOD DAILED  
 Static Level 325 ft. Date/Time measured \_\_\_\_\_ Production Rate 25 gpm.  
 Pumping level 651 ft. Date/Time measured 11/24/98 Test length (hrs.) 4  
 Remarks \_\_\_\_\_

13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR KUNAW DRILLING & EXC. Phone (719) 683-3720 Lic. No. 1148  
 Mailing Address 23945 LUCKY LN DAVENPORT, CO 80008

Name/Title (Please type or print) TIM KUNAW/DOWNER Signature Tim Kunaw Date 11-24-98

FORM NO. GWS-32 10/94

PUMP INSTALLATION AND TEST REPORT

STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

For Office Use only

RECEIVED RECEIVED

DEC 29 1998 DEC 29 1998

WATER RESOURCES STATE ENGINEER COLO.

WATER RESOURCES STATE ENGINEER COLO.

1. WELL PERMIT NUMBER D50040-F

2. OWNER NAME(S) EVAN BREISER INVESTMENTS LLC  
Mailing Address 90 S. CASCADE #930  
City, St. Zip CO. CO. 80903-4817  
Phone (719) 442-2614

3. WELL LOCATION AS DRILLED: NW 1/4 NE 1/4, Sec. 14 Twp. 14 S, Range 12W 6th  
DISTANCES FROM SEC. LINES:  
300 ft. from NORTH Sec. line, and 2310 ft. from EAST Sec. line.  
SUBDIVISION: \_\_\_\_\_ LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ FILING(UNIT) \_\_\_\_\_  
STREET ADDRESS AT WELL LOCATION: \_\_\_\_\_

4. PUMP DATA: Type SUBMERSIBLE Installation Completed 11/24/98  
Pump Manufacturer BOWLUS Pump Model No. 7GS30412  
Design GPM 7 at RPM 3450, HP 3.0, Volts 230, Full Load Amps 17  
Pump Intake Depth 1251 Feet, Drop/Column Pipe Size 1" inches, Kind STEEL  
ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM:  
TURBINE DRIVER TYPE:  Electric  Engine  Other \_\_\_\_\_  
Design Head \_\_\_\_\_ feet, Number of Stages \_\_\_\_\_, Shaft size \_\_\_\_\_ inches.

5. OTHER EQUIPMENT:  
Airline Installed  Yes  No, Orifice Depth ft. \_\_\_\_\_, Monitor Tube Installed  Yes  No, Depth ft. \_\_\_\_\_  
Flow Meter Mfg. MASTER Meter Serial No. \_\_\_\_\_  
Meter Readout  Gallons,  Thousand Gallons,  Acre feet,  Beginning Reading 0

6. TEST DATA:  Check box if Test data is submitted on Supplemental Form.  
Date 11/24/98  
Total Well Depth 900 Time \_\_\_\_\_  
Static Level 325 Rate (GPM) \_\_\_\_\_  
Date Measured 11/20/98 Pumping Lvl. 1251

7. DISINFECTION: Type H+H Amt. Used 6oz.

8. Water Quality analysis available.  Yes  No

9. Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

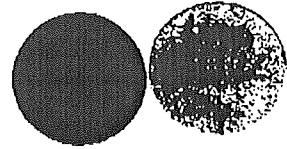
CONTRACTOR KUNAN DRILLING & EXC Phone (719) 683-3720 Lic. No. 1148  
Mailing Address 23945 LUCKY LN, CALHAN, CO. 80909

Name/Title (Please type or print) TIM KUNAN / OWNER Signature Tom Kunan Date 11-24-98

618  
Form No. GWS-25

OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581



1148

WELL PERMIT NUMBER	<u>050041</u>	-	<u>F</u>
DIV. 8	CNTY. 21	WD 10	DES. BASIN 4 MD 12

APPLICANT

EVEN PREISSER INC  
90 S CASCADE STE 950  
COLO SPRINGS CO 80903-4217  
  
(719)442-2614

Lot: Block: Filing: Subdiv:

APPROVED WELL LOCATION  
EL PASO COUNTY

NW 1/4 NE 1/4 Section 14  
Twp 14 S RANGE 63 W 6th P.M.

DISTANCES FROM SECTION LINES

300 Ft. from North Section Line  
1650 Ft. from East Section Line

PERMIT TO CONSTRUCT A WELL

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to Sections 37-90-107 and 37-90-111(5), C.R.S., and the Findings of the Colorado Ground Water Commission dated May 26, 1998.
- 4) The maximum pumping rate shall not exceed 200 GPM.
- 5) The allowed average annual amount of ground water to be withdrawn is 9.3 acre-feet, subject to the conditions in paragraph 18.c of the above described Findings of the Commission.
- 6) The use of ground water from the well shall be limited to the following: commercial use for all uses associated with a concrete production facility, residential use and the irrigation of lawn, garden and landscaped areas. Place of use shall be limited to the 40 acre land area claimed in the above described Findings of the Commission.
- 7) The well must be constructed to withdraw water from only the Laramie-Fox Hills aquifer. The top of the aquifer is located approximately 640 feet below the ground surface. The bottom of the aquifer is located approximately 900 feet below the ground surface. Plain casing must be installed and sealed to prevent diversion of water from other aquifers and the movement of water between aquifers.
- 8) This well shall be constructed within 200 feet of the location specified on this permit, and shall not be located within 600 feet of another large-capacity well completed in the Laramie-Fox Hills aquifer.
- 9) The entire length of the hole shall be geophysically logged according to the attached instructions prior to installing the casing.
- 10) A totalizing flow meter must be installed on the well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District and the Ground Water Commission upon request.
- 11) No more than 98% of the ground water withdrawn annually from this well shall be consumed. The Commission may require the well owner to demonstrate periodically that no more than 98% of the ground water withdrawn by the well is being consumed.
- 12) The owner shall mark this well in a conspicuous place with the permit number and the name of the aquifer. He shall take necessary means and precautions to preserve these markings.

**GEOPHYSICAL LOGGING  
REQUIREMENT WAIVED**  
By SAC 7-27-99

NOTE: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines. RAC 5-15-98

PERMIT EXPIRATION DATE EXTENDED TO JUNE 10, 2000 SAC 7-27-99

APPROVED  
RAC

State Engineer

*Hal D. Simpson*

*Purnell*

Receipt No. 0422851

DATE ISSUED JUN 10 1998

By EXPIRATION DATE JUN 10 1999

FORM NO. 6WS-32 10/84

PUMP INSTALLATION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

For Office Use only

RECEIVED

JUN 18 2000

WATER DIV. STATE ENGINEER - COLO.

1. WELL PERMIT NUMBER: D50041 E

2. OWNER NAME(S) EVEN PREISSER INC.  
Mailing Address 90 S CASCADE STE 950  
City, St. Zip COLO SPRING CO 80903  
Phone (719) 442-2614

3. WELL LOCATION AS DRILLED: NW 1/4 NE 1/4, Sec. 14 Twp. 19 S, Range 63 W  
DISTANCES FROM SEC. LINES:  
300 ft. from NORTH Sec. line. and 1150 ft. from EAST Sec. line.  
(north or south) (east or west)  
SUBDIVISION: \_\_\_\_\_ LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ FILING(UNIT) \_\_\_\_\_  
STREET ADDRESS AT WELL LOCATION: \_\_\_\_\_

4. PUMP DATA: Type SUBMERSIBLE installation Completed 6/9/00  
Pump Manufacturer Goulds Pump Model No. 1065AD912  
Design GPM 10 at RPM 3450, HP 5, Volts 230, Full Load Amps 27.5  
Pump Intake Depth 861 Feet, Drop/Column Pipe Size 1 1/4" inches, Kind \_\_\_\_\_

ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM:

TURBINE DRIVER TYPE:  Electric  Engine  Other \_\_\_\_\_  
Design Head \_\_\_\_\_ feet, Number of Stages \_\_\_\_\_, Shaft size \_\_\_\_\_ inches.

5. OTHER EQUIPMENT:

Airline Installed  Yes  No, Orifice Depth ft. \_\_\_\_\_, Monitor Tube Installed  Yes  No, Depth ft. \_\_\_\_\_  
Flow Meter Mfg. MASTER Meter Serial No. 271D28  
Meter Readout  Gallons,  Thousand Gallons,  Acre feet,  Beginning Reading 0

6. TEST DATA:

Check box if Test data is submitted on Supplemental Form.

Date 6-9-00  
Total Well Depth 900 Time \_\_\_\_\_  
Static Level 330 Rate (GPM) 15  
Date Measured 6/7/00 Pumping Lvl. 861

7. DISINFECTION: Type HTH Amt. Used 6 oz.

8. Water Quality analysis available.  Yes  No

8. Remarks \_\_\_\_\_

10. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR KUNAU DRILLING LLC Phone (719) 683-3720 Lic. No. 1140  
Mailing Address 23945 LUCKY LANE CAIHAN CO 80808

Name/Title (Please type or print)

Signature

Date

TIM KUNAU-OWNER

Tim Kunau

6-9-00

STATE OF COLORADO, OFFICE OF THE STATE ENGINEER  
1313 Sherman St., Rm 818, Denver, CO 80203

RECEIVED

JUN 12 2000

WATER RESOURCES  
STATE ENGINEER  
COLO

1. WELL PERMIT NUMBER 050041 F

2. OWNER NAME(S) EVEN PREISSER INC  
Mailing Address 90 S. CASCADE STE 950  
City, St. Zip COLO SPRS CO 80903  
Phone (719) 442-2614

3. WELL LOCATION AS DRILLED: NW 1/4 NE 1/4, Sec. 14 Twp. 14 S, Range 63 W  
DISTANCES FROM SEC. LINES:  
300 ft. from North Sec. line, and 1650 ft. from East Sec. line. OR  
(North or South) (East or West)  
SUBDIVISION: \_\_\_\_\_ LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ FILING(UNIT) \_\_\_\_\_  
STREET ADDRESS AT WELL LOCATION: \_\_\_\_\_

4. GROUND SURFACE ELEVATION \_\_\_\_\_ ft. DRILLING METHOD Mud Rotary  
DATE COMPLETED 6-7-00 TOTAL DEPTH 900 ft. DEPTH COMPLETED 900 ft.

5. GEOLOGIC LOG:

Depth	Description of Material (Type, Size, Color, Water Location)
D-1	Topsoil
170	SAND GRAVEL CLAY
205	CLAY SHALE
218	SANDROCK
240	CLAY SHALE
320	CLAY SANDROCK
345	CLAY SHALE
360	CLAY SANDROCK
380	SANDROCK
390	CLAY
410	SANDROCK
560	CLAY SHALE
585	SANDROCK
630	CLAY SHALE
695	SANDROCK COAL
697	ROCK
830	SANDROCK
890	CLAY SANDROCK

6. HOLE DIAM. (in.)

From (ft)	To (ft)
12 1/4	0
16 1/2	185
	900

7. PLAIN CASING

OD (in)	Kind	Wall Size	From (ft)	To (ft)
8 5/8	STEEL	182	±1	185
4 1/2	STEEL	188	1	695

PERF. CASING: Screen Slot Size: 1/2" x 1/2"  
4 1/2" STEEL 188 695 900

8. FILTER PACK: Material GRAVEL Size 1/2" Interval 20-165/185-390

9. PACKER PLACEMENT: Type Rubber Depth 695

10. GROUTING RECORD:

Material	Amount	Density	Interval	Placement
CEMENT	6 sacks	36 gal	6-20	Trimmed
CEMENT	6 sacks	36 gal	165-185	Trimmed
CEMENT	12 sacks	72 gal	390-420	Trimmed
CEMENT	2 sacks	12 gal	615-695	Pumped

Am't Used 6.02

11. DISINFECTION: Type HTH AROUND 16 1/2

12. WELL TEST DATA:  Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well Test.  
TESTING METHOD Airlifted  
Static Level 330 ft. Date/Time measured \_\_\_\_\_  
Pumping level 610 ft. Date/Time measured 6/7/00 Production Rate 25 gpm.  
Remarks \_\_\_\_\_ Test length (hrs.) 4

13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. (Punishable to Section 24-4-104 (13)(e) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.)

CONTRACTOR KUNAU Drilling LLC Phone (719) 683-3720 Lic. No. 1148  
Mailing Address 23945 LUCKY LANE CALHAN CO 80808

Name/Title (Please type or print) TIM KUNAU-DRAINER Signature [Signature] Date 6-9-00

COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO  
ALLOW THE WITHDRAWAL OF GROUND WATER IN THE UPPER BLACK SQUIRREL  
CREEK DESIGNATED GROUND WATER BASIN

---

APPLICANT: ELLICOTT SPRINGS RESOURCES, LLC

AQUIFER: ARAPAHOE

DETERMINATION NO.: 599-BD

---

In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Ellicott Springs Resources, LLC, (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the determinations of water right to allow the withdrawal of designated ground water from the Arapahoe Aquifer.

**FINDINGS**

1. The application was received complete by the Colorado Ground Water Commission on July 23, 2004.
2. The applicant requests a determination of rights to designated ground water in the Arapahoe Aquifer (hereinafter "aquifer") underlying 551.26 acres generally described as the W1/2 and the W1/2 of the NE1/4 of Section 14 and the E1/2 of the E1/2 of Section 15, all in Township 14 South, Range 63 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated February 18, 2004, and two signed statements dated July 19, 2004, the applicant claims control of and right to allocation of the ground water in the aquifer under the above-described land area based on written consent of the overlying landowners, as further described in said affidavits which are attached hereto as Exhibit A.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, irrigation, commercial, industrial, firefighting, and recreation. The applicant's proposed place of use of the allocated ground water is the above described 551.26 acre land area.
6. The quantity of water in the aquifer underlying the 551.26 acres of land claimed by the applicant is 7965 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 17 percent.
  - b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 85 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
  8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 551.26 acres of overlying land claimed by the applicant is 79.7 acre-feet.
  9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
  10. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the 551.26 acres of land claimed by the applicant will, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is considered to be not-nontributary ground water. Also, the location of the land claimed by the applicant is closer than one mile from the aquifer contact with the alluvium. Withdrawal of water from the aquifer underlying the claimed land area would impact the alluvial aquifer of Black Squirrel Creek or its tributaries, which has been determined to be over-appropriated. Commission approval of a replacement plan - pursuant to Section 37-90-107.5, C.R.S., and Rule 5.6 of the Designated Basin Rules - providing for the actual depletion of the alluvial aquifer and adequate to prevent any material injury to existing water rights, would be required prior to approval of well permits for wells to be located on this land area to withdraw the allocated ground water from the aquifer.
  11. In accordance with Rule 5.3.2.4 of the Designated Basin Rules, the maximum average annual amount of ground water available for allocation from the aquifer underlying the 551.26 acres of land claimed by the applicant is reduced to 78.7 acre-feet to allow for the annual withdrawal of a small capacity well which is completed in the aquifer, permit number 76247. Except for this well, review of the records in the Office of the State Engineer has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously allocated or permitted for withdrawal.
  12. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.

13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.
14. On July 29, 2004, in accordance with Rule 9.1 of the Designated Basin Rules, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received in response to this request.
15. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
16. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Gazette newspaper on August 5 and 12, 2004.
17. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
18. In order to prevent unreasonable impairment to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

### ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Arapahoe Aquifer underlying 551.26 acres generally described as the W1/2 and the W1/2 of the NE1/4 of Section 14 and the E1/2 of the E1/2 of Section 15, all in Township 14 South, Range 63 West of the 6th Principal Meridian, is approved subject to the following conditions:

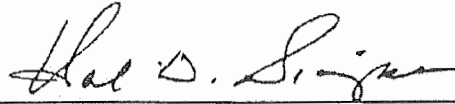
19. The allocated average annual amount of ground water to be withdrawn from the aquifer shall not exceed 78.7 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
20. To conform to actual aquifer characteristics, the Commission may adjust the allocated average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.



21. Commission approval of a replacement plan, providing for actual depletion of affected alluvial aquifers and adequate to prevent any material injury to existing water rights in such alluvial aquifers is required prior to approval of well permits for wells to be located on the overlying land area to withdraw ground water from the aquifer.
22. The use of ground water from this allocation shall be limited to the following beneficial uses: domestic, irrigation, commercial, industrial, firefighting, and recreation. The place of use shall be limited to the above-described 551.26 acre land area.
23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 551.26 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
24. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
  - a. The wells shall be located on the above described 551.26 acre overlying land area.
  - b. The wells must be constructed to withdraw water from only the Arapahoe Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
  - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
  - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
  - e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
  - f. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.

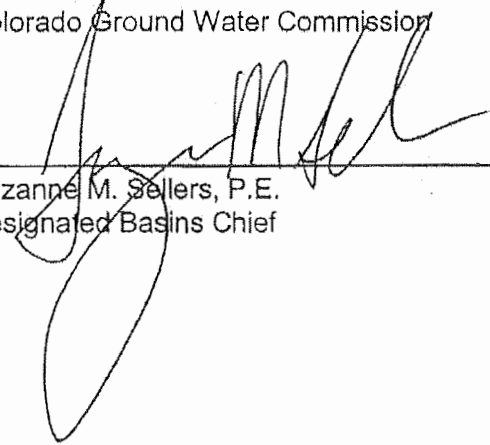
- g. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county – in which the claimed overlying land is located - so that a title examination of the above described 551.26 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

Dated this 9<sup>th</sup> day of November, 2004.



Hal D. Simpson  
Executive Director  
Colorado Ground Water Commission

By: \_\_\_\_\_



Suzanne M. Sellers, P.E.  
Designated Basins Chief

Prepared by: RAC

FIND-511

EXHIBIT A - 599-BD

Page 1 of 12

08/98-FORM NO. GWS-48

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES

RECEIVED  
APR 06 2004  
WATER RESOURCES  
STATE ENGINEER  
COLO.

NONTRIBUTARY GROUND WATER CONSENT CLAIM  
(FOR AREAS IN A DESIGNATED GROUND WATER BASIN)

Arapahoe AQUIFER

I (we) Ellicott Springs Resources, LLC  
(Name)

claim and say that I (we) have the consent of the owners of 472.81 acres of overlying land to withdraw ground water from the aquifer indicated above.

The names of the landowners whose consent is claimed are as follows and their Landownership Statements (form GWS-3B), legal descriptions of all claimed land areas and copies of deeds or other transfer documents, recorded in the county or counties in which the land areas are located, are attached.

R.W. Case  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

[Signature] 2-18-04  
(Signature) (Date)  
Rodney J. Preisser partner Ellicott Springs Resources, LLC  
\_\_\_\_\_  
(Signature) (Date)

.....  
INSTRUCTIONS:

The consent claim must be submitted with an application for determination of water right in all cases where the applicant believes or claims that water to be withdrawn is ground water from the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers and the applicant is claiming consent of the overlying landowners. Please type or print neatly in **black ink**. This form may be reproduced by photocopy or word processing means.

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES

RECEIVED

APR 06 2004

WATER RESOURCES  
STATE ENGINEER  
COLORADO

NONTRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT

I (We) R. W. Case  
(Name)

whose mailing address is 102 E. Pikes Peak Ave., Suite 200  
Street

Colorado Springs, CO 80903  
(City) (State) (Zip)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 472.81 acres in the County of El Paso, State of Colorado: (Insert Property Legal Description)

*See attached legal description*

and that I (we) have granted written consent to others to withdraw ground water from the Arapahoe aquifer as evidenced by the attached copy of a deed or other document in the County or Counties in which the land is located, and that said ground water has not been conveyed or reserved to another, nor has consent been given for withdrawal by another except as indicated in the attached deed or other recorded document.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

*Randy Wilson* 3-2-04  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

RECEIVED

RECEIVED

APR 06 2004

JAN 02 2004

LEGAL DESCRIPTION: VIEWPOINT VILLAGE

WATER RESOURCES  
STATE ENGINEER  
COLO.

WATER RESOURCES  
STATE ENGINEER  
COLO.

THE EAST HALF OF THE EAST HALF OF SECTION 15 AND THE WEST HALF OF SECTION 14,  
ALL IN TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6TH P.M., EL PASO COUNTY,  
COLORADO AND CONTAINING 472.814 ACRES MORE OR LESS. EXCEPT THAT PORTION  
CONVEYED BY BOOK 5527 AT PAGE 376.

EXHIBIT A

Page 3 of 124

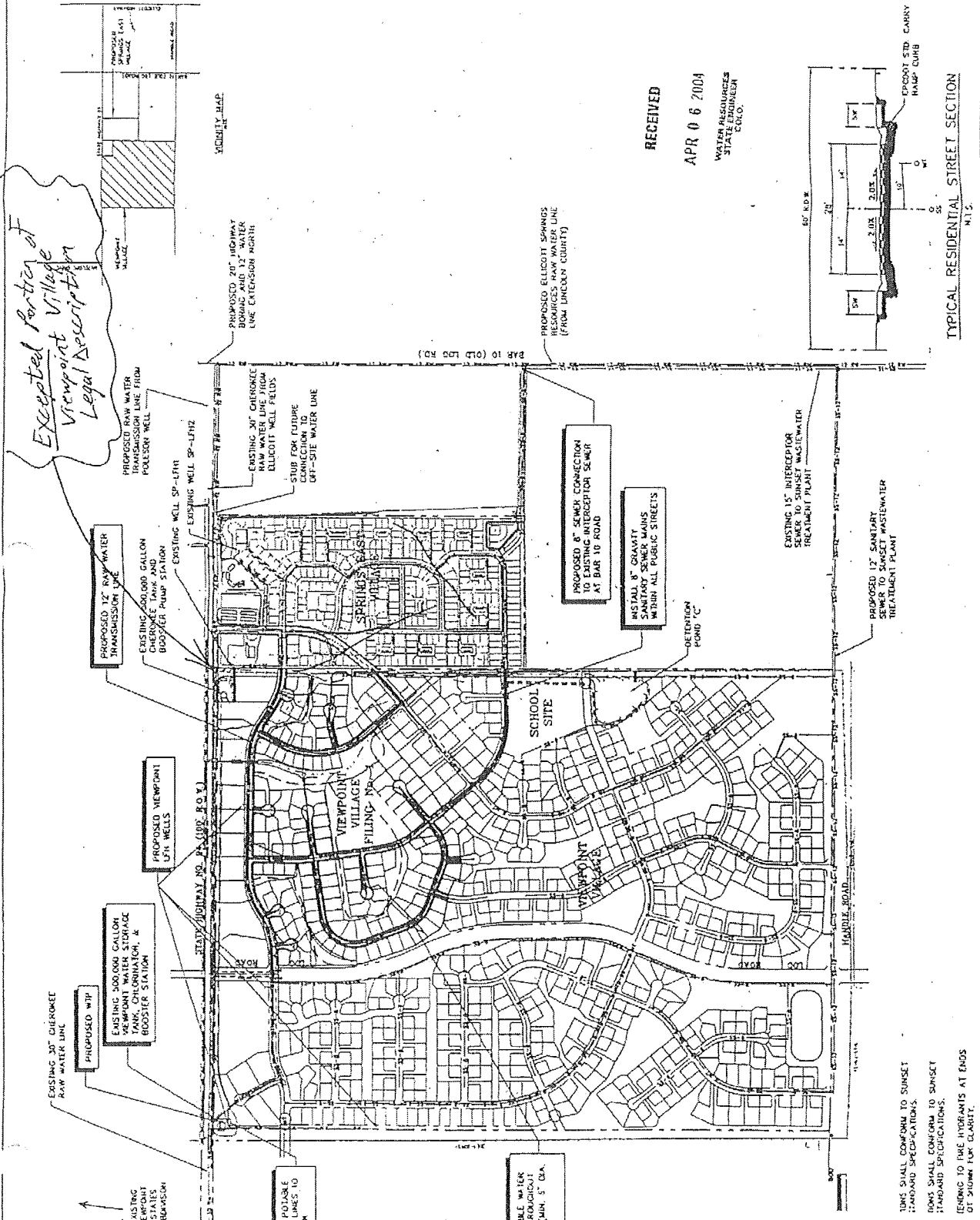
NO.	REVISION	DATE

MASTER  
UTILITY PLAN

11

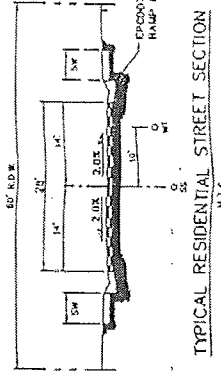
VIEWPOINT VILLAGE SUBDIVISION

PROJECT NO.	110000
SHEET NO.	11-001
DATE	04/06/04
DESIGNED BY	J.P.
CHECKED BY	J.P.
IN CHARGE BY	J.P.
APPROVED BY	J.P.
DATE	04/06/04



*Excepted Portion of Viewpoint Village Legal Description*

RECEIVED  
APR 06 2004  
WATER RESOURCES  
STATE ENGINEER  
DENVER, CO



THIS SHALL CONFORM TO SUNSET  
STANDARD SPECIFICATIONS.  
PODS SHALL CONFORM TO SUNSET  
STANDARD SPECIFICATIONS.  
TENDING TO THE HYDRANTS AT ENDS  
OF SHOWN TURN CLARITY.

## QUIT CLAIM DEED

THIS DEED is a conveyance from the person(s) or legal entity named below as GRANTOR to the person(s) or legal entity named below as GRANTEE of whatever interest the GRANTOR may have in the real property described below.

The GRANTOR hereby sells and quit claims to the GRANTEE the real property described below with all its appurtenances.

If the Grantor intends this Deed to convey less than his entire interest in the Property or if the Grantor intends to impose restrictions on the Grantee's use of the Property, then appropriate language has been added below under "Reservations And/Or Restrictions."

If there are two or more Grantees named in this Deed, they are accepting this conveyance as tenants in common, unless the words "joint tenancy with right of survivorship" or "joint tenancy" have been added below under "Form of Co-Ownership."

The following information completes this Deed:

GRANTOR: (Give Name(s), Address(es), and Marital Status)

R.W. Case  
102 E. Pikes Peak Ave., Suite 200  
Colorado Springs, Colorado 80903

GRANTEE: (Give Name(s), Address(es))

Ellicott Springs Resources, LLC, a Colorado limited liability company  
c/o Rodney J. Preisser, President  
90 S. Cascade Avenue, Suite 950  
Colorado Springs, CO 80903

PROPERTY DESCRIPTION:

All groundwater (including without limitation tributary, non-tributary, not non-tributary and other groundwater), rights to withdraw such groundwater, rights to consent to the withdrawal of such groundwater, and all water rights relating to such groundwater, including without limitation all groundwater and rights to withdraw groundwater within the Dawson, Denver, Arapahoe and Laramie Fox-Hills aquifers, that are appurtenant to or that underlie the following described real property:

VIEWPOINT VILLAGE

THE EAST HALF OF THE EAST HALF OF SECTION 15 AND THE WEST HALF OF SECTION 14, ALL IN TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6<sup>TH</sup> P.M., EL PAÑO COUNTY, COLORADO AND CONTAINING 472.814 ACRES MORE OR LESS, EXCEPT THAT PORTION CONVEYED BY BOOK 5527 AT PAGE 376.

RECEIVED

APR 06 2004

WATER RESOURCES  
STATE ENGINEER  
COLO.

Robert C. Balink El Par  
01/12/2004 0.  
Doc \$0.00 Paç  
Rec \$15.00 1

*None*

PROPERTY ADDRESS:

N/A

RESERVATIONS AND/OR RESTRICTIONS: (If none, leave blank)

Signed on 12-19, 2003.

RECEIVED

APR 06 2004

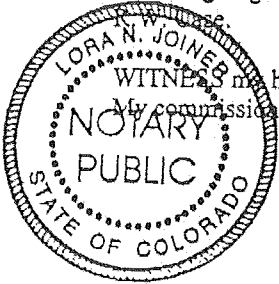
WATER RESOURCES  
STATE ENGINEER  
COLO.

R.W. Case  
Grantor

By *RWC*  
Title: \_\_\_\_\_

STATE OF COLORADO )  
                                  )ss:  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2003 by



WITNESSES my hand and official seal.  
My commission expires: 06-07-2006

*Lora N. Joiner*  
Notary Public

EXHIBIT A

Page 6 of 1287



RECEIVED

VIEWPOINT ESTATES

APR 06 2004

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 10 TOWNSHIP 14 SOUTH, RANGE 63 WEST, 6<sup>TH</sup> P.M., COMMENCING NORTH 01°10'40" WEST ALONG THE WEST SECTION LINE A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST SECTION LINE NORTH 01°10'40" WEST A DISTANCE OF 1271.31 FEET, THENCE SOUTH 89°52'52" EAST A DISTANCE OF 2617.39 FEET, THENCE NORTH 01°11'11" WEST A DISTANCE OF 3960.76 FEET, THENCE NORTH 89°54'31" EAST A DISTANCE OF 1311.15 FEET, THENCE SOUTH 00°55'21" EAST A DISTANCE OF 5214.40 FEET TO THE NORTH RIGHT OF WAY OF COLORADO STATE HIGHWAY 94, THENCE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 89°47'46" WEST A DISTANCE OF 3904.36 FEET TO THE TRUE POINT OF BEGINNING. SAID ACREAGE CONTAINS 231 ACRES MORE OR LESS.

WATER RESOURCES  
STATE ENGINEER  
COLO.

ANTELOPE PARK RANCHETTES

THAT PORTION OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 63 WEST, 6<sup>TH</sup> P.M., AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 10, THENCE NORTH 89°54'31" EAST ON THE NORTH LINE OF SAID SECTION A DISTANCE OF 2622.49 FEET TO THE NORTH 1/4 CORNER THEREOF, THENCE SOUTH 01°11'11" EAST A DISTANCE OF 3960.76 FEET ON THE CENTERLINE OF SAID SECTION TO THE SOUTHEAST CORNER OF THE NORTH 1/2, SOUTHWEST 1/4, THENCE NORTH 89°52'52" WEST ON THE SOUTH LINE OF SAID N1/2, SW1/4 A DISTANCE OF 660 FEET, THENCE SOUTH 01°11'11" EAST A DISTANCE OF 1261.46 FEET TO INTERSECT THE NORTHERLY LINE OF STATE HIGHWAY NO. 94, THENCE SOUTH 89°49'51" WEST ON SAID NORTHERLY LINE A DISTANCE OF 60.02 FEET, THENCE NORTH 02°11'11" WEST A DISTANCE OF 1261.76 FEET TO INTERSECT THE AFOREMENTIONED SOUTH LINE OF THE N 1/2, SW 1/4, THENCE NORTH 89°52'52" WEST A DISTANCE OF 1897.37 FEET TO THE SW CORNER THEREOF, THENCE NORTH 01°15'48" WEST A DISTANCE OF 3951.26 FEET TO THE POINT OF BEGINNING, CONTAINING 239.63 ACRES, MORE OR LESS.

EXHIBIT A



STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES

RECEIVED

JUL 23 2004

NONTRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT

WATER RESOURCES  
STATE ENGINEER  
COLO.

I (We) Even-Preisser Investments, LLC  
(Name)

whose mailing address is 520 E. Castilla Street  
Street

Colorado Springs CO 80903  
(City) (State) (Zip)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 38.99 acres in the County of El Paso, State of Colorado: (Insert Property Legal Description)

See attached legal description

and that I (we) have granted written consent to others to withdraw ground water from the Arapahoe aquifer as evidenced by the attached copy of a deed or other document in the County or Counties in which the land is located, and that said ground water has not been conveyed or reserved to another, nor has consent been given for withdrawal by another except as indicated in the attached deed or other recorded document.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

Even-Preisser Investments, LLC  
By [Signature], MEMBER 7/19/04  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

.....  
INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

QUIT CLAIM DEED

THIS DEED is a conveyance from the person(s) or legal entity named below as GRANTOR to the person(s) or legal entity named below as GRANTEE of whatever interest the GRANTOR may have in the real property described below.

RECEIVED

JUL 23 2004

The GRANTOR hereby sells and quit claims to the GRANTEE the real property described below with all its appurtenances.

WATER RESOURCES  
STATE ENGINEER  
COLO.

If the Grantor intends this Deed to convey less than his entire interest in the Property or if the Grantor intends to impose restrictions on the Grantee's use of the Property, then appropriate language has been added below under "Reservations And/Or Restrictions."

If there are two or more Grantees named in this Deed, they are accepting this conveyance as tenants in common, unless the words "joint tenancy with right of survivorship" or "joint tenancy" have been added below under "Form of Co-Ownership."

The following information completes this Deed:

GRANTOR: (Give Name(s), Address(es), and Marital Status)

Even-Preisser Investments LLC  
520 E. Costilla Street  
Colorado Springs, CO 80903.

GRANTEE: (Give Name(s), Address(es))

Ellicott Springs Resources, LLC, a Colorado limited liability company  
c/o Rodney J. Preisser, President  
90 S. Cascade Avenue, Suite 950  
Colorado Springs, CO 80903

Robert C. Balink El Paso Cty, CO 204053279  
04/02/2004 04:06  
Doc \$0.00 Page  
Rec \$5.00 1 of 1

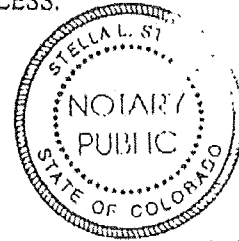
PROPERTY DESCRIPTION:

All groundwater (including without limitation tributary, non-tributary, not non-tributary and other groundwater), rights to withdraw such groundwater, rights to consent to the withdrawal of such groundwater, and all water rights relating to such groundwater, including without limitation all groundwater and rights to withdraw groundwater within the Dawson, Denver, Arapahoe and Laramie Fox-Hills aquifers, that are appurtenant to or that underlie the following described real property:

THE WEST 1/2 OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 14,  
TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6<sup>TH</sup> P.M., EL PASO  
COUNTY, COLORADO, EXCEPT THE NORTH 30 FEET FOR ROADWAY  
PURPOSES, AND CONTAINING 38.99 ACRES MORE OR LESS.

PROPERTY ADDRESS:

22325 Highway 94  
El Paso County, CO



RESERVATIONS AND/OR RESTRICTIONS: (If none, leave blank)

Signed on April 2, 2004

Even-Preisser Investments, LLC  
Grantor

MY COMMISSION EXPIRES  
09/04/2006

By [Signature]  
Title: MEMBER

STATE OF COLORADO )

COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 02 day of April  
David Even, as Member of Even-Preisser Investments  
liability company.

WITNESS my hand and official seal  
My commission expires: 09-04-2006

[Signature]

EXHIBIT A

Page 10 of 121

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES

RECEIVED  
JUL 23 2004

WATER RESOURCES  
STATE ENGINEER  
COLO.

NONTRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT

I (We) Even-Preisser, Inc.  
(Name)

whose mailing address is 520 E. Castilla St.  
Street

Colorado Springs CO 80903  
(City) (State) (Zip)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 39.46 acres in the County of El Paso, State of Colorado: (Insert Property Legal Description)

See attached legal description

and that I (we) have granted written consent to others to withdraw ground water from the Arapahoe aquifer as evidenced by the attached copy of a deed or other document in the County or Counties in which the land is located, and that said ground water has not been conveyed or reserved to another, nor has consent been given for withdrawal by another except as indicated in the attached deed or other recorded document.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

Even-Preisser, Inc.  
Ray [Signature], Secretary 2/19/04  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

.....  
INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

QUIT CLAIM DEED

THIS DEED is a conveyance from the person(s) or legal entity named below as GRANTOR to the person(s) or legal entity named below as GRANTEE of whatever interest the GRANTOR may have in the real property described below.

RECEIVED

JUL 23 2004

The GRANTOR hereby sells and quit claims to the GRANTEE the real property described below with all its appurtenances.

WALTER H. RESOURCES  
STATE ENGINEER  
COLO.

If the Grantor intends this Deed to convey less than his entire interest in the Property or if the Grantor intends to impose restrictions on the Grantee's use of the Property, then appropriate language has been added below under "Reservations And/Or Restrictions."

If there are two or more Grantees named in this Deed, they are accepting this conveyance as tenants in common, unless the words "joint tenancy with right of survivorship" or "joint tenancy" have been added below under "Form of Co-Ownership."

The following information completes this Deed:

GRANTOR: (Give Name(s), Address(es), and Marital Status)

Even-Preisser Inc.  
520 E. Costilla Street  
Colorado Springs, CO 80903

GRANTEE: (Give Name(s), Address(es))

Ellicott Springs Resources, LLC, a Colorado limited liability company  
c/o Rodney J. Preisser, President  
90 S. Cascade Avenue, Suite 950  
Colorado Springs, CO 80903

Robert C. Ballink El Paso Cty, CO 204053280  
04/02/2004 04:06  
Doc \$0.00 Page  
Res \$5.00 1 of 1

PROPERTY DESCRIPTION:

All groundwater (including without limitation tributary, non-tributary, not non-tributary and other groundwater), rights to withdraw such groundwater, rights to consent to the withdrawal of such groundwater, and all water rights relating to such groundwater, including without limitation all groundwater and rights to withdraw groundwater within the Dawson, Denver, Arapahoe and Laramie Fox-Hills aquifers, that are appurtenant to or that underlie the following described real property:

THE EAST 1/2 OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 14,  
TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6<sup>TH</sup> P.M., EL PASO  
COUNTY, COLORADO, AND CONTAINING 39.46 ACRES MORE OR  
LESS.

PROPERTY ADDRESS:

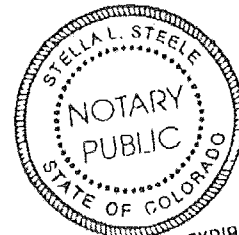
22325 Highway 94  
El Paso County, CO

RESERVATIONS AND/OR RESTRICTIONS: (If none, leave blank)

Signed on April 2, 2004

Attest:

Even-Preisser Inc.  
Grantor



By [Signature]  
Title: SECRETARY/TREASURER

MY COMMISSION EXPIRES  
09/04/2006

Title: [Signature]

STATE OF COLORADO )

COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 02 day of April  
Berneth Preisser, as Vice President and David Eves  
Sec./Treasurer of Even-Preisser Inc., a Colorado corporation.

WITNESS my hand and official seal.

[Signature]

EXHIBIT A

Page 12 of 1293

WATER SERVICE AGREEMENT BETWEEN  
CHEROKEE METROPOLITAN DISTRICT AND  
ELLCOTT UTILITIES COMPANY, LLC

This Agreement is effective September 21, 2021 between Cherokee Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado whose address is 6250 Palmer Park Blvd., Colorado Springs, Colorado 80915 ("Cherokee"); and, Ellicott Utilities Company, LLC, a California Limited Liability Company having an address of P.O. Box 231961, Encinitas, CA 92023 ("EUC").

RECITALS

WHEREAS, EUC is a water supply utility for a development of approximately 553 acres of real property located in El Paso County Colorado ("the Development"). A location map and the legal description of Development are attached as **Exhibit A**.

WHEREAS, Cherokee Water LLC was created in order to hold title to a certain water right and to provide water service commitments to Members of Cherokee Water, LLC's proposed new developments within Cherokee in order to satisfy water supply sufficiency requirements from El Paso County and the State of Colorado for those developments;

WHEREAS, in order to establish the framework for the holding of title to the Water Rights by Cherokee Water, LLC and for the treatment and delivery of the water right by Cherokee, Cherokee Water, LLC and Cherokee have entered into two agreements: the Cherokee Water, LLC Operating Agreement (the "LLC Operating Agreement") and the Water Service Agreement between Cherokee and Cherokee Water, LLC (the "Water Service Agreement");

WHEREAS, EUC has obtained the outstanding portion of a membership interest in Cherokee Water, LLC that was formerly owned by Marksheffel Business Center (Marksheffel). This membership interest includes an interest in 27.97 acre-feet per year derived from a certain water right (the "Water Right"), as more fully described in the Certificate of Ownership of Cherokee Water, LLC attached as **Exhibit B**; and

WHEREAS, EUC now desires to obtain a commitment from Cherokee to provide water from the Water Right to the Development.



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

### AGREEMENT

- I. Conditions Precedent: This Agreement, and all of Cherokee's obligations to deliver the Water Right as provided herein, including the obligations to accept the Water Right as a valid legal and physical supply of water for the Development, are expressly contingent upon: (1) EUC's compliance with the LLC Operating Agreement and the Water Service Agreement; (2) the acceptance by the State Engineer, the Upper Black Squirrel Creek Ground Water Management, and El Paso County of the Water Right as a valid and sufficient legal and physical supply of water for The Development; and, (3) full compliance by EUC and the Development owners with all of Cherokee's policies, rules and regulations, as they now exist, and as may be amended or adopted from time to time.
  
- II. Water Service to the Development to be Provided by Cherokee Water, LLC through its Water Service Agreement with Cherokee.
  - A. Delivery. Subject to the terms and conditions of this Agreement, the LLC Operating Agreement and the Water Service Agreement, Cherokee agrees to deliver to the Development up to 27.97 acre-feet per year of the water obtained from the Water Right (the "Subject Water"). Cherokee shall have no obligation to supply water service to the Development in excess of 27.97 acre-feet per year.
  
  - B. Delivery Location. The point of delivery to EUC shall be at a meter ("Meter") installed within the existing building located approximately at a point 80 feet South of a point 1300 feet east along the section line between sections 10 and 15 from the corner of sections 10, 11, 14, and 15 in Township 14 South, Range 63 West of the 6th Prime Meridian, as depicted in Exhibit A (the "Delivery Location").
  
  - C. Delivery Measurement and Accounting. EUC shall provide Cherokee with an accounting of all Subject Water delivered under this Agreement to Cherokee on a monthly basis, including readings from the Meter.
  
  - D. Place of Use. The Subject Water shall be used by EUC within the Development.
  
  - E. Cherokee agrees that the Subject Water will be dedicated solely for the purpose of delivery to the Development. The Parties understand and acknowledge that the



Subject Water is and will be commingled with other Cherokee water sources and that the water service actually delivered to the Development will not consist 100% of the actual physical water withdrawn from the Water Right.

- F. Price. The Price for the Subject Water shall not exceed four thousand dollars (\$4,000.00) per acre foot of Subject Water which rate is based on Cherokee's standard rate for bulk water deliveries to out-of-district customers. Every five (5) years, the Price will be adjusted based on the total change in the Consumer Price Index (CPI) for Denver-Boulder since the previous adjustment.
- G. Water Quality. The water provided pursuant to this Agreement shall be raw, untreated water. Cherokee does not guarantee the quality of the Subject Water, and EUC is solely responsible for meeting and maintaining compliance with all state and federal safe drinking water regulatory requirements or other applicable laws and regulations that may exist now or in the future. EUC is solely responsible for treating, disinfecting, or otherwise making the Subject Water suitable for its intended use.
- H. Delivery Infrastructure.
1. Connection to Cherokee System. The parties acknowledge that the Subject Water will be delivered to the Delivery Location from a pre-existing connection to Cherokee's water supply pipeline ("Connection Point"). EUC shall be solely responsible for all costs related to the infrastructure beyond the Connection Point, including but not limited to any pipelines, meters, valves, and backflow prevention devices.
  2. Installation of Meter. EUC shall provide Cherokee with plans for the specifications and design of the Meter, and the Meter shall not be installed until the plans have been approved by Cherokee in writing. EUC shall notify Cherokee upon completion of the Meter installation. Cherokee shall inspect the Meter within ten (10) days of such notice. Cherokee will not deliver any Subject Water hereunder until it has approved the Meter in writing. Subject to the warranty obligations as set forth in Cherokee's Rules and Regulations, and subject to EUC's maintenance and other obligations during the warranty period, EUC shall dedicate and Cherokee will accept the Meter. At such time as the warranty period expires, and Cherokee accepts the Meter, EUC shall convey the Meter to Cherokee, free and clear of all liens and encumbrances.

Once the Meter has been accepted by Cherokee and conveyed to Cherokee by EUC, the Meter shall become the property of Cherokee and shall be maintained and operated by Cherokee.

3. Security and Access. EUC shall timely provide Cherokee access to the Delivery Location as reasonably requested by Cherokee, for the purpose of inspecting infrastructure, confirming meter readings, or any other purposes related to this Agreement. EUC shall comply with all security requirements for public water supply infrastructure as required by law.
4. Infrastructure and Condition. Cherokee is not responsible for delivery of the Subject Water beyond the Delivery Location, including the construction of any infrastructure, as necessary. EUC is solely responsible for the development, operation, maintenance, and all other aspects of delivery and provision of water beyond the Delivery Location, including but not limited to the construction of water infrastructure, including final water treatment and water connections, procurement of a Public Water System ID (PWSID) number from the Colorado Department of Public Health & Environment, compliance with all public water system requirements, and any other actions necessary to take delivery from the Delivery Location and deliver the Subject Water to its customers. EUC shall remain responsible for the operation, maintenance, repair, and replacement of the infrastructure needed to deliver the Subject Water to its customers, absent express written agreement to the contrary. Cherokee expressly disclaims liability of any kind resulting from or arising out of the delivery of water beyond the Delivery Location.
5. Firefighting Capability. EUC shall be solely responsible for procuring, constructing, operating, and maintaining any water supply infrastructure and/or water necessary to supply water for firefighting purposes, including but not limited to the maintenance of storage reserves and system capacity sufficient to provide water at the rates and amounts required for such purposes. Cherokee shall have no obligation to provide Subject Water above the rates and amounts set forth herein, even in emergency situations.
6. No Retail Service by Cherokee. Cherokee shall have no obligation with respect to the retail services associated with the delivery of Water to EUC's customers. It will be the sole obligation of EUC to respond to the individual water demands of its users, including but not limited to billing and collecting payments for water service in a manner that ensures it meets its obligations under this Agreement.



### III. General Provisions

- A. Billing and Payment. Cherokee shall bill EUC each month for any Subject Water delivered under this Agreement during the preceding month. EUC shall pay such invoices within thirty (30) days of receipt.
- B. Rules and Regulations. Cherokee's provision of the Subject Water pursuant to this Agreement shall be subject to the rules, regulations, policies and resolutions promulgated by Cherokee from time to time. Cherokee shall not be obligated to provide the Subject Water if EUC or its successors in interest to all or any part of the Development property are not in compliance with this Agreement.
- C. Remedies for Breach. In the event a Party deems the other Party to be in default, it shall provide written notice indicating the event of default. The defaulting party shall have thirty (30) days from the date of the notice to cure the stated default. In the event of a default which is not cured within the Cure Period or otherwise not subject to these cure provisions, the non-breaching Party shall be entitled to the following remedies, in addition to those otherwise provided at law or equity:
1. If EUC remains in breach of this Agreement following the Cure Period, Cherokee may suspend deliveries of the Subject Water to EUC until the default is cured following advance written notice to EUC of the forthcoming suspension. Once the default is cured, however, Cherokee agrees to resume delivery of the Subject Water pursuant to this Agreement.
  2. If the breach is EUC's failure to meet its monthly obligation to pay for the Subject Water delivered, Cherokee shall be entitled, in addition to any other remedies available at law, to collect a late fee of five percent (5%) of the amount not paid prior to expiration of the Cure Period, and interest shall accrue on all amounts past-due at an annual rate equal to the prime rate of interest announced by Wells Fargo Bank, Colorado Springs, Colorado, as of the expiration of the Cure Period, plus five percent (5%). Cherokee shall also be entitled to reimbursement for the costs of collection, including reasonable attorney fees.
  3. The non-breaching Party may file suit to recover amounts due and seek damages for breach of this Agreement by the other Party.
- D. Notices. Whenever notice is required to be given hereunder, it shall be in writing and may be sent by email or delivered or mailed to the Party entitled thereto by

registered or certified U.S. mail, return receipt requested. If delivered or sent by email, said notice shall be effective and complete upon delivery or transmission of the email. If mailed, said notice shall be effective and complete as of the date of mailing. Until changed by notice in writing, notice shall be given as follows:

To Cherokee:           General Manager  
                                  Cherokee Metropolitan District  
                                  6250 Palmer Park Blvd.  
                                  Colorado Springs, CO 80915

To EUC:                    Jason Kvols, Development Manager  
                                  Ellicott Utilities Company, LLC  
                                  P.O. Box 231961  
                                  Encinitas, CA 92023

- E. No Operating Obligation. Nothing in this Agreement shall be deemed or construed as creating any obligation on Cherokee to operate its facilities in any particular manner, so long as Cherokee complies with the express terms of this Agreement.
- F. Indemnification. Subject to the provisions of the Colorado Governmental Immunity Act, and without waiving the provisions of same, EUC, to the fullest extent permitted by law, shall indemnify and hold harmless Cherokee and its directors, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees and court costs, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or related to this Agreement, except to the extent they result from Cherokee's reckless or willful acts. This includes, but is not limited to, any damages which may arise from Cherokee's delivery of water and the transportation of water under this Agreement by means of any water carriage facilities beyond the Connection Point.
- G. No Waiver of Governmental Immunity Act. By entering into this Agreement, the Parties and their directors, agents and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and other rights, immunities and protections provided by the Colorado



Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the Parties.

- H. Entire Agreement. This Agreement contains the entire agreement between the Parties. The Parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
- I. Amendment. Amendments to this Agreement shall only be effective if entered into in writing with the same formality as this Agreement and mutually approved by the Parties.
- J. No Third Party Beneficiaries. There are no express or implied third party beneficiaries of this Agreement. No third party has the right to enforce this Agreement.
- K. No Assignment. No right hereunder shall be assigned by any of the Parties, except as mutually agreed to in writing.
- L. Governing Law and Venue. This Agreement shall be interpreted pursuant to the laws of the State of Colorado and venue for any disputes shall be in El Paso County, Colorado.
- M. Waiver of Rights. The failure of any Party to exercise any right under this Agreement shall not be deemed a waiver of such Party's right and shall not affect the right of such Party to exercise at some future time the right or rights or any other right it may have under this Agreement.
- N. Force Majeure. No Party to this Agreement shall be liable for any delay or failure to perform due solely to conditions or events of force majeure, as that term is defined in this paragraph; provided that: (i) the non-performing Party gives each other Party prompt written notice describing the particulars of the force majeure based upon satisfactory evidence; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform. As used in this paragraph, force majeure shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control and without the fault or negligence of the Party, including, without limitation (a) acts of God; (b) sudden actions of the elements such as floods, earthquakes, hurricanes,

or tornadoes; (c) sabotage; (d) vandalism beyond that which can be reasonably prevented by the Party; (e) terrorism; (f) climate variability; (g) war; (h) riots; (i) fire; (j) explosion; (k) blockades; (l) insurrection; (m) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); (n) action of the government (except the parties hereto); (o) commandeering of material, products, plants or facilities by the federal, state or local government (except the parties hereto); and (p) national fuel shortage.

1. Subordination Clause. In the event of a force majeure event or condition as described above in this paragraph 25, until the event or condition is resolved, this Agreement shall be made expressly subordinate to any present or future use of water supply for municipal purposes within the service territory of Cherokee or to meet contracted water delivery obligations of Cherokee existing prior to the execution of this Agreement.
  2. Cooperation. Should there be evidence of force majeure that may affect, or has affected, the ability of any of the Parties to meet its obligations under this Agreement, the Parties agree to meet and negotiate in good faith any modifications to this Agreement to ensure a reasonable and coordinated response to such force majeure with the goal of forestalling the need for a force majeure declaration.
- O. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
- P. Authority. The Parties each affirm and represent that they have the full power and authority to execute this Agreement and thereafter perform all of the terms and conditions set forth herein.
- Q. No Agency. This Agreement is not intended and shall not be construed to create any joint venture, agency relationship or partnership between the Parties. None of the Parties shall have any right or authority to act on behalf of or bind any other Party.

R. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one agreement.

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year above written.

**CHEROKEE METROPOLITAN DISTRICT**

By: [Signature]  
Steven Hasbrouck, President  
9/21/21  
Date

By: [Signature]  
Director  
9-21-21  
Date

By: [Signature]  
Director  
9-21-21  
Date

By: [Signature]  
General Manager  
9-21-21  
Date

**ELLCOTT UTILITIES COMPANY, LLC**

By: [Signature]  
Signature  
John Mide  
Name  
CFO 10/12/2021  
Title Date

**EXHIBIT A**  
Map and Legal Description of Development Property



**EXHIBIT**  
Water Use Description

**WATER USE DESCRIPTION**

A Tract of land established for the purpose of water use, being part of the Northeast 1/4, all of the Northwest 1/4 and all of the Southwest 1/4 of Section 14, and part of the Northeast 1/4 and part of the Southeast 1/4 of Section 15, all in Township 14 South, Range 63 West of the 6th Principal Meridian, in the county of El Paso, state of Colorado, said Tract also encompassing all of the lands platted as MAYBERRY, COLORADO SPRINGS FILING NO. 1 and MAYBERRY, COLORADO SPRINGS FILING NO. 2, subdivisions of land in said county and state, the plats of said subdivisions recorded as Reception Numbers 220714655 and 221714698, respectively, in the office of the Clerk and Recorder of El Paso County, Colorado, said Tract more particularly described as follows:

BEGINNING at a 2 inch aluminum cap marked "U.P. & E. PLS 11624 1999" found at the Northwest corner of said Section 14, Thence South 89° 44' 49" East 2606.52 feet on the North line of said Northwest 1/4 of Section 14 to a 2 inch aluminum cap marked "U.P. & E. PLS 11624 1999" found at the North 1/4 corner of said Section 14, said North line being the basis of bearings of the land described herein and the record bearing as shown on the plat of said MAYBERRY, COLORADO SPRINGS FILING NO. 1, and all bearings herein are relative thereto; Thence South 89° 44' 50" East 1303.29 feet on the North line of said Northeast 1/4 of Section 14; Thence South 00° 21' 12" East 2633.63 feet on the East line of the West 1/2 of said Northeast 1/4 of Section 14 to the South line of said Northeast 1/4 of Section 14; Thence North 89° 36' 00" West 1308.58 on said South line to the Center corner of said Section 14; Thence South 00° 14' 15" East 2631.90 feet on the East line of said Southwest 1/4 of Section 14 to the South 1/4 corner of said Section 14; Thence North 89° 24' 37" West 2630.66 feet on the South line of said Southwest 1/4 of Section 14 to a 2 inch aluminum cap marked "U.P. & E. PLS 11624 1999" found at the Southwest corner of said Section 14, also being the Southeast corner of said Section 15; Thence North 89° 25' 53" West 1313.35 feet on the South line of the East 1/2 of the Southeast 1/4 of said Section 15 to a 2-1/2 inch aluminum cap marked "RAMPART PLS 38560 2019" found at the East 1/16th corner common to Sections 15 and 22; Thence North 00° 05' 20" East 5253.60 feet on the West line of the East 1/2 of the East 1/2 of said Section 15 to the North line of the Northeast 1/4 of said Section 15; Thence South 89° 07' 06" East 1307.43 feet on said North line to the POINT OF BEGINNING, said Tract containing 24,074,435 square feet or 552.673 acres.



**EXHIBIT - WATER USE DESCRIPTION**

	Date: 8/17/2021	Sheet
	Drawn: OO	1
	Checked: MAG	of
	Job No.: MC21194	1



**R&R ENGINEERS-SURVEYORS, INC**  
1635 W. 13TH AVENUE, SUITE 310  
DENVER, COLORADO 80204  
PH: 303-753-6730  
WWW.RRENGINEERS.COM

**EXHIBIT B**

Certificate of Ownership – Marksheffel Business Center Water Interest

## ASSIGNMENT OF MEMBERSHIP INTEREST

This Assignment of Membership Interest (the "Assignment") is entered into and effective as of October 1, 2021 (the "Effective Date"), by and between **MARKSHEFFEL BUSINESS CENTER, LLC**, a Colorado limited liability company ("Assignor") and **ELLCOTT UTILITIES COMPANY, LLC**, a Colorado limited liability company ("Assignee").

### R E C I T A L S

WHEREAS, Assignor is a Member of Cherokee Water, LLC, a Colorado limited liability company (the "Company"), and as a Member of the Company has the exclusive rights to and interest in 68.29 acre feet of water ("MBC's Tipton Water Rights") as legally described on Exhibit A to the Operating Agreement for the Company dated November 30, 2006, as amended.

WHEREAS, as of the date hereof, Assignor has consumed 40.32 acre-feet of MBC's Tipton Water Rights resulting in 27.97 acre-feet of excess water rights (or 40.958 % of the total MBC Tipton Water Rights) currently available for transfer to Assignee pursuant to the terms of Section 6.2 of the Company's Operating Agreement.

WHEREAS, Assignor desires to assign and transfer to Assignee 40.958% of Assignor's Membership Interest in the Company (the "Transferred Interests"), representing the right and interest in and to 27.97 acre feet of water from the water rights legally described on Exhibit A to the Operating Agreement for the Company (the "Excess Water Interests").

WHEREAS, this Assignment is being entered into in furtherance of that certain Purchase and Sales Agreement, dated as of May 6, 2021 (the "Purchase Agreement"), by and between Assignor and Assignee to effectuate the transfer and assignment by Assignor to Assignee of the Excess Water Interests.

NOW, THEREFORE, the parties, for good and valuable consideration, hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor, all of Assignor's right and interest in the Transferred Interests and the underlying Excess Water Interests.

2. Indemnification. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any obligations or liabilities with respect to the Transferred Interests and/or the Excess Water Interests which may occur after the date of this Assignment. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any obligations or liabilities with respect to the Transferred Interests and/or the Excess Water Interests which have occurred prior to the date of this Assignment.

3. Representations and Warranties.

a. By Assignor. As of the Effective Date, Assignor represents and warrants to Assignee the following:

i. Authority. Assignor has the full right, authority and power to enter into this Agreement, to consummate the transaction contemplated herein and to perform its obligations hereunder and under those documents and instruments to be executed by it, and the individual executing this Agreement on behalf of Assignor is authorized to do so, and this Assignment constitutes a valid and legally binding obligation of Assignor enforceable against Assignor in accordance with its terms.

ii. No Litigation. To the best of Assignor's knowledge, Assignor has not received written notice of any complaint, litigation, investigation or proceeding that is pending or threatened against Assignor, the Transferred Interests, the Excess Water Interests, or the Company.

iii. Company Documents. To the best of Assignor's knowledge, Assignor has provided Assignee with all material documentation and information in Assignor's possession relating to the Company, the Transferred Interests and/or the Excess Water Interests preceding the Effective Date of this Assignment. Assignor further agrees to reasonably cooperate with Assignee to provide such further information relating to the Company, the Transferred Interests, and/or the Excess Water Interests as may be reasonably requested by Assignee, to the extent in Assignor's actual possession or reasonable control.

iv. No Third-Party Rights. To the best of Assignor's knowledge, without duty of inquiry or investigation, and except as previously disclosed in any materials or other information provided to Assignee, there are no leases, occupancy agreements, licenses, or other agreements that grant third-parties any possessory or usage rights to all or any of the part of any Company property, including the Transferred Interests and/or the Excess Water Interests.

v. Bankruptcy. To Assignor's knowledge, there are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy, or any other debtor relief actions pending against the Company in any current judicial or administrative proceeding.

vi. No Violations. To the best of Assignor's knowledge, Assignor has not received written notice of any current violations of any laws, statutes, ordinances, regulations or other requirements of any governmental agency in connection with or related to the Company.

b. By Assignee. Assignee represents and warrants to Sellers as follows:

i. Formation. Assignee is a duly formed and validly existing limited liability company in good standing under the laws of Colorado.

ii. Authorization. Assignee has the full right, authority and power to enter into this Agreement, to consummate the transaction contemplated herein and perform its obligations hereunder. The individual executing this Assignment on behalf of the Assignee is authorized to do so and this Assignment constitutes a valid and legally binding obligation of Assignee enforceable against Assignee in accordance with its terms. Assignee has taken all necessary action to authorize the transaction contemplated by this Assignment and Assignee's execution and delivery of this Assignment and all documents required herein, and its performance hereunder. Assignee's execution and delivery of this Assignment, and the consummation of the transactions contemplated and required hereby, will not result in any violation of, or default under, any term or provision of any agreement to which Assignee is a party or by which Assignee is bound.

iii. No Litigation. To the best of Assignee's knowledge, there is no complaint, litigation, investigation or proceeding pending or, to Assignee's actual knowledge, contemplated or threatened against Assignee which would prevent Assignee from performing its obligations under this Assignment or any other instrument or document related hereto.

c. Survival. The representations, warranties and covenants of Assignor and Assignee above shall survive this Assignment following the Effective Date.

d. Assignors' Knowledge. For purposes hereof, any reference to "Assignor's knowledge" or any derivatives thereof as used in this Assignment means the current actual knowledge of Grant Langdon, without any duty of inquiry or investigation, and shall not be deemed to include any implied, imputed or constructive knowledge of Assignor or any other person or entity.

4. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

5. Further Assurances. Assignor shall execute and deliver to Assignee, upon demand, such further documents, instruments and conveyances, including any necessary deeds to convey the Excess Water Interests if necessary, and shall take such further actions as Assignee may from time-to-time reasonably request, to vest fully in Assignee, the right, title and interest herein intended to be assigned.

6. Continuation of the Company. The parties acknowledge and agree that the assignment of the Transferred Interests and/or the Excess Water Interests by Assignor to Assignee shall in no way cause the dissolution of the Company, nor shall such assignment and transfer be deemed or construed to terminate the Company.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which together, shall constitute one and the same agreement. digital signatures, including digital counterparts, shall be recognized and deemed as

an original signature to this Assignment.

8. Binding Effect; Entire Agreement. This Assignment shall be binding upon and inure to the benefit of Assignor's and Assignee, and their respective successors and assigns. This Assignment contains the entire agreement between Assignor and Assignee concerning the transfer of the Transferred Interests and supersedes all understandings or assignments in regard thereto.

9. Attorneys' Fees. If a suit, action or other proceeding of any nature whatsoever is instituted in connection with this Assignment, or to interpret or enforce any rights or remedies hereunder, the prevailing party shall be entitled to recover its attorneys' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith.

10. Governing Law. This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of Colorado, all rights and remedies being governed by such laws.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

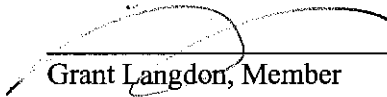
**"ASSIGNOR"**

**"ASSIGNEE"**


MARKSHEFFEL BUSINESS CENTER, LLC,  
a Colorado limited liability company

ELLCOTT UTILITIES COMPANY, LLC,  
a Colorado limited liability company

By:

  
\_\_\_\_\_  
Grant Langdon, Member

By:

  
\_\_\_\_\_  
Randy Goodson, President

WATER SERVICE AGREEMENT BETWEEN  
CHEROKEE METROPOLITAN DISTRICT AND  
ELLCOTT UTILITIES COMPANY, LLC

This Agreement is effective August 17, 2021 between Cherokee Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado whose address is 6250 Palmer Park Blvd., Colorado Springs, Colorado 80915 ("Cherokee"); and, Ellicott Utilities Company, LLC, a California Limited Liability Company having an address of P.O. Box 231961, Encinitas, CA 92023 ("EUC").

RECITALS

WHEREAS, EUC is a water supply utility for a development of approximately 553 acres of real property located in El Paso County Colorado ("the Development"). A location map and the legal description of Development are attached as **Exhibit A**.

WHEREAS, Cherokee Water LLC was created in order to hold title to a certain water right and to provide water service commitments to Members of Cherokee Water, LLC's proposed new developments within Cherokee in order to satisfy water supply sufficiency requirements from El Paso County and the State of Colorado for those developments ;

WHEREAS, in order to establish the framework for the holding of title to the Water Rights by Cherokee Water, LLC and for the treatment and delivery of the water right by Cherokee, Cherokee Water, LLC and Cherokee have entered into two agreements: the Cherokee Water, LLC Operating Agreement (the "LLC Operating Agreement") and the Water Service Agreement between Cherokee and Cherokee Water, LLC (the "Water Service Agreement").

WHEREAS, EUC has obtained a membership interest in Cherokee Water, LLC that was formerly owned by Powers and Galley, LLC ("Powers and Galley"). This membership interest includes an interest in 54.03 acre-feet per year derived from a certain water right (the "Water Right"), as more fully described in the Certificate of Ownership of Cherokee Water, LLC attached as **Exhibit B**.

WHEREAS, EUC now desires to obtain a commitment from Cherokee to provide water from the Water Right to the Development.



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

### AGREEMENT

- I. Conditions Precedent: This Agreement, and all of Cherokee's obligations to deliver the Water Right as provided herein, including the obligations to accept the Water Right as a valid legal and physical supply of water for the Development, are expressly contingent upon: (1) EUC's compliance with the LLC Operating Agreement and the Water Service Agreement; (2) the acceptance by the State Engineer, the Upper Black Squirrel Creek Ground Water Management, and El Paso County of the Water Right as a valid and sufficient legal and physical supply of water for The Development; and, (3) full compliance by EUC and the Development owners with all of Cherokee's policies, rules and regulations, as they now exist, and as may be amended or adopted from time to time.
  
- II. Water Service to the Development to be Provided by Cherokee Water, LLC through its Water Service Agreement with Cherokee.
  - A. Delivery. Subject to the terms and conditions of this Agreement, the LLC Operating Agreement and the Water Service Agreement, Cherokee agrees to deliver to the Development up to 54.03 acre-feet per year of the water obtained from the Water Right (the "Subject Water"). Cherokee shall have no obligation to supply water service to the Development in excess of 54.03 acre-feet per year.
  
  - B. Delivery Location. The point of delivery to EUC shall be at a meter ("Meter") installed within the existing building located approximately at a point 80 feet South of a point 1300 feet east along the section line between sections 10 and 15 from the corner of sections 10, 11, 14, and 15 in Township 14 South, Range 63 West of the 6th Prime Meridian, as depicted in Exhibit A (the "Delivery Location").
  
  - C. Delivery Measurement and Accounting. EUC shall provide Cherokee with an accounting of all Subject Water delivered under this Agreement to Cherokee on a monthly basis, including readings from the Meter.
  
  - D. Place of Use. The Subject Water shall be used by EUC within the Development.
  
  - E. Cherokee agrees that the Subject Water will be dedicated solely for the purpose of delivery to the Development. The Parties understand and acknowledge that the



Subject Water is and will be commingled with other Cherokee water sources and that the water service actually delivered to the Development will not consist 100% of the actual physical water withdrawn from the Water Right.

- F. Price. The Price for the Subject Water shall not exceed four thousand dollars (\$4,000.00) per acre foot of Subject Water which rate is based on Cherokee's standard rate for bulk water deliveries to out-of-district customers. Every five (5) years, the Price will be adjusted based on the total change in the Consumer Price Index (CPI) for Denver-Boulder since the previous adjustment.
- G. Water Quality. The water provided pursuant to this Agreement shall be raw, untreated water. Cherokee does not guarantee the quality of the Subject Water, and EUC is solely responsible for meeting and maintaining compliance with all state and federal safe drinking water regulatory requirements or other applicable laws and regulations that may exist now or in the future. EUC is solely responsible for treating, disinfecting, or otherwise making the Subject Water suitable for its intended use.
- H. Delivery Infrastructure.
1. Connection to Cherokee System. The parties acknowledge that the Subject Water will be delivered to the Delivery Location from a pre-existing connection to Cherokee's water supply pipeline ("Connection Point"). EUC shall be solely responsible for all costs related to the infrastructure beyond the Connection Point, including but not limited to any pipelines, meters, valves, and backflow prevention devices.
  2. Installation of Meter. EUC shall provide Cherokee with plans for the specifications and design of the Meter, and the Meter shall not be installed until the plans have been approved by Cherokee in writing. EUC shall notify Cherokee upon completion of the Meter installation. Cherokee shall inspect the Meter within ten (10) days of such notice. Cherokee will not deliver any Subject Water hereunder until it has approved the Meter in writing. Subject to the warranty obligations as set forth in Cherokee's Rules and Regulations, and subject to EUC's maintenance and other obligations during the warranty period, EUC shall dedicate and Cherokee will accept the Meter. At such time as the warranty period expires, and Cherokee accepts the Meter, EUC shall convey the Meter to Cherokee, free and clear of all liens and encumbrances.

Once the Meter has been accepted by Cherokee and conveyed to Cherokee by EUC, the Meter shall become the property of Cherokee and shall be maintained and operated by Cherokee.

3. Security and Access. EUC shall timely provide Cherokee access to the Delivery Location as reasonably requested by Cherokee, for the purpose of inspecting infrastructure, confirming meter readings, or any other purposes related to this Agreement. EUC shall comply with all security requirements for public water supply infrastructure as required by law.
4. Infrastructure and Condition. Cherokee is not responsible for delivery of the Subject Water beyond the Delivery Location, including the construction of any infrastructure, as necessary. EUC is solely responsible for the development, operation, maintenance, and all other aspects of delivery and provision of water beyond the Delivery Location, including but not limited to the construction of water infrastructure, including final water treatment and water connections, procurement of a Public Water System ID (PWSID) number from the Colorado Department of Public Health & Environment, compliance with all public water system requirements, and any other actions necessary to take delivery from the Delivery Location and deliver the Subject Water to its customers. EUC shall remain responsible for the operation, maintenance, repair, and replacement of the infrastructure needed to deliver the Subject Water to its customers, absent express written agreement to the contrary. Cherokee expressly disclaims liability of any kind resulting from or arising out of the delivery of water beyond the Delivery Location.
5. Firefighting Capability. EUC shall be solely responsible for procuring, constructing, operating, and maintaining any water supply infrastructure and/or water necessary to supply water for firefighting purposes, including but not limited to the maintenance of storage reserves and system capacity sufficient to provide water at the rates and amounts required for such purposes. Cherokee shall have no obligation to provide Subject Water above the rates and amounts set forth herein, even in emergency situations.
6. No Retail Service by Cherokee. Cherokee shall have no obligation with respect to the retail services associated with the delivery of Water to EUC's customers. It will be the sole obligation of EUC to respond to the individual water demands of its users, including but not limited to billing and collecting payments for water service in a manner that ensures it meets its obligations under this Agreement.



### III. General Provisions

- A. Billing and Payment. Cherokee shall bill EUC each month for any Subject Water delivered under this Agreement during the preceding month. EUC shall pay such invoices within thirty (30) days of receipt.
- B. Rules and Regulations. Cherokee's provision of the Subject Water pursuant to this Agreement shall be subject to the rules, regulations, policies and resolutions promulgated by Cherokee from time to time. Cherokee shall not be obligated to provide the Subject Water if EUC or its successors in interest to all or any part of the Development property are not in compliance with this Agreement.
- C. Remedies for Breach. In the event a Party deems the other Party to be in default, it shall provide written notice indicating the event of default. The defaulting party shall have thirty (30) days from the date of the notice to cure the stated default. In the event of a default which is not cured within the Cure Period or otherwise not subject to these cure provisions, the non-breaching Party shall be entitled to the following remedies, in addition to those otherwise provided at law or equity:
1. If EUC remains in breach of this Agreement following the Cure Period, Cherokee may suspend deliveries of the Subject Water to EUC until the default is cured following advance written notice to EUC of the forthcoming suspension. Once the default is cured, however, Cherokee agrees to resume delivery of the Subject Water pursuant to this Agreement.
  2. If the breach is EUC's failure to meet its monthly obligation to pay for the Subject Water delivered, Cherokee shall be entitled, in addition to any other remedies available at law, to collect a late fee of five percent (5%) of the amount not paid prior to expiration of the Cure Period, and interest shall accrue on all amounts past-due at an annual rate equal to the prime rate of interest announced by Wells Fargo Bank, Colorado Springs, Colorado, as of the expiration of the Cure Period, plus five percent (5%). Cherokee shall also be entitled to reimbursement for the costs of collection, including reasonable attorney fees.
  3. The non-breaching Party may file suit to recover amounts due and seek damages for breach of this Agreement by the other Party.
- D. Notices. Whenever notice is required to be given hereunder, it shall be in writing and may be sent by email or delivered or mailed to the Party entitled thereto by

registered or certified U.S. mail, return receipt requested. If delivered or sent by email, said notice shall be effective and complete upon delivery or transmission of the email. If mailed, said notice shall be effective and complete as of the date of mailing. Until changed by notice in writing, notice shall be given as follows:

To Cherokee:           General Manager  
Cherokee Metropolitan District  
6250 Palmer Park Blvd.  
Colorado Springs, CO 80915

To EUC:                 Jason Kvols, Development Manager  
Ellicott Utilities Company, LLC  
P.O. Box 231961  
Encinitas, CA 92023

- E. No Operating Obligation. Nothing in this Agreement shall be deemed or construed as creating any obligation on Cherokee to operate its facilities in any particular manner, so long as Cherokee complies with the express terms of this Agreement.
- F. Indemnification. Subject to the provisions of the Colorado Governmental Immunity Act, and without waiving the provisions of same, EUC, to the fullest extent permitted by law, shall indemnify and hold harmless Cherokee and its directors, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees and court costs, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or related to this Agreement, except to the extent they result from Cherokee's reckless or willful acts. This includes, but is not limited to, any damages which may arise from Cherokee's delivery of water and the transportation of water under this Agreement by means of any water carriage facilities beyond the Connection Point.
- G. No Waiver of Governmental Immunity Act. By entering into this Agreement, the Parties and their directors, agents and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and other rights, immunities and protections provided by the Colorado

Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the Parties.

- H. Entire Agreement. This Agreement contains the entire agreement between the Parties. The Parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
- I. Amendment. Amendments to this Agreement shall only be effective if entered into in writing with the same formality as this Agreement and mutually approved by the Parties.
- J. No Third Party Beneficiaries. There are no express or implied third party beneficiaries of this Agreement. No third party has the right to enforce this Agreement.
- K. No Assignment. No right hereunder shall be assigned by any of the Parties, except as mutually agreed to in writing.
- L. Governing Law and Venue. This Agreement shall be interpreted pursuant to the laws of the State of Colorado and venue for any disputes shall be in El Paso County, Colorado.
- M. Waiver of Rights. The failure of any Party to exercise any right under this Agreement shall not be deemed a waiver of such Party's right and shall not affect the right of such Party to exercise at some future time the right or rights or any other right it may have under this Agreement.
- N. Force Majeure. No Party to this Agreement shall be liable for any delay or failure to perform due solely to conditions or events of force majeure, as that term is defined in this paragraph; provided that: (i) the non-performing Party gives each other Party prompt written notice describing the particulars of the force majeure based upon satisfactory evidence; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform. As used in this paragraph, force majeure shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control and without the fault or negligence of the Party, including, without limitation (a) acts of God; (b) sudden actions of the elements such as floods, earthquakes, hurricanes,



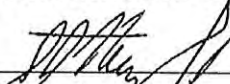
or tornadoes; (c) sabotage; (d) vandalism beyond that which can be reasonably prevented by the Party; (e) terrorism; (f) climate variability; (g) war; (h) riots; (i) fire; (j) explosion; (k) blockades; (l) insurrection; (m) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); (n) action of the government (except the parties hereto); (o) commandeering of material, products, plants or facilities by the federal, state or local government (except the parties hereto); and (p) national fuel shortage.


1. Subordination Clause. In the event of a force majeure event or condition as described above in this paragraph 25, until the event or condition is resolved, this Agreement shall be made expressly subordinate to any present or future use of water supply for municipal purposes within the service territory of Cherokee or to meet contracted water delivery obligations of Cherokee existing prior to the execution of this Agreement.
  2. Cooperation. Should there be evidence of force majeure that may affect, or has affected, the ability of any of the Parties to meet its obligations under this Agreement, the Parties agree to meet and negotiate in good faith any modifications to this Agreement to ensure a reasonable and coordinated response to such force majeure with the goal of forestalling the need for a force majeure declaration.
- O. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
- P. Authority. The Parties each affirm and represent that they have the full power and authority to execute this Agreement and thereafter perform all of the terms and conditions set forth herein.
- Q. No Agency. This Agreement is not intended and shall not be construed to create any joint venture, agency relationship or partnership between the Parties. None of the Parties shall have any right or authority to act on behalf of or bind any other Party.

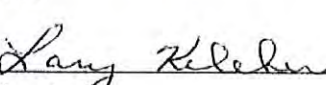
R. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one agreement.


THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year above written.

**CHEROKEE METROPOLITAN DISTRICT**

By:   
Steven Hasbrouck, President  
August 26, 2021  
Date

By:   
Director  
26 Aug 21  
Date

By:   
Director  
8-26-2021  
Date

By:   
General Manager  
8-26-21  
Date

**ELLCOTT UTILITIES COMPANY, LLC**

By:   
Signature

John Mick  
Name  
Chief Financial Officer 9/22/2021  
Title Date

**EXHIBIT A**

Map and Legal Description of Development Property




**EXHIBIT**  
Water Use Description

**WATER USE DESCRIPTION**

A Tract of land established for the purpose of water use, being part of the Northeast 1/4, all of the Northwest 1/4 and all of the Southwest 1/4 of Section 14, and part of the Northeast 1/4 and part of the Southeast 1/4 of Section 15, all in Township 14 South, Range 63 West of the 6th Principal Meridian, in the county of El Paso, state of Colorado, said Tract also encompassing all of the lands platted as MAYBERRY, COLORADO SPRINGS FILING NO. 1 and MAYBERRY, COLORADO SPRINGS FILING NO. 2, subdivisions of land in said county and state, the plats of said subdivisions recorded as Reception Numbers 220714655 and 221714698, respectively, in the office of the Clerk and Recorder of El Paso County, Colorado, said Tract more particularly described as follows:

BEGINNING at a 2 inch aluminum cap marked "U.P. & E. PLS 11624 1999" found at the Northwest corner of said Section 14, Thence South 89° 44' 49" East 2606.52 feet on the North line of said Northwest 1/4 of Section 14 to a 2 inch aluminum cap marked "U.P. & E. PLS 11624 1999" found at the North 1/4 corner of said Section 14, said North line being the basis of bearings of the land described herein and the record bearing as shown on the plat of said MAYBERRY, COLORADO SPRINGS FILING NO. 1, and all bearings herein are relative thereto; Thence South 89° 44' 50" East 1303.29 feet on the North line of said Northeast 1/4 of Section 14; Thence South 00° 21' 12" East 2633.63 feet on the East line of the West 1/2 of said Northeast 1/4 of Section 14 to the South line of said Northeast 1/4 of Section 14; Thence North 89° 36' 00" West 1308.58 on said South line to the Center corner of said Section 14; Thence South 00° 14' 15" East 2631.90 feet on the East line of said Southwest 1/4 of Section 14 to the South 1/4 corner of said Section 14; Thence North 89° 24' 37" West 2630.66 feet on the South line of said Southwest 1/4 of Section 14 to a 2 inch aluminum cap marked "U.P. & E. PLS 11624 1999" found at the Southwest corner of said Section 14, also being the Southeast corner of said Section 15; Thence North 89° 25' 53" West 1313.35 feet on the South line of the East 1/2 of the Southeast 1/4 of said Section 15 to a 2-1/2 inch aluminum cap marked "RAMPART PLS 38560 2019" found at the East 1/16th corner common to Sections 15 and 22; Thence North 00° 05' 20" East 5253.60 feet on the West line of the East 1/2 of the East 1/2 of said Section 15 to the North line of the Northeast 1/4 of said Section 15; Thence South 89° 07' 06" East 1307.43 feet on said North line to the POINT OF BEGINNING, said Tract containing 24,074,435 square feet or 552.673 acres.



<b>EXHIBIT - WATER USE DESCRIPTION</b>			<b>R&amp;R ENGINEERS-SURVEYORS, INC</b> 1635 W. 13TH AVENUE, SUITE 310 DENVER, COLORADO 80204 PH. 303-753-6730 WWW.RRENGINEERS.COM	
Date:	8/17/2021		Sheet	1
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Checked:	MAG			
Job No.:	MC21194			

**EXHIBIT B**

Certificate of Ownership – Powers and Galley, LLC

**ASSIGNMENT AND ASSUMPTION OF PARTNERSHIP INTERESTS**

*(PB & Sons Partnership*

*EIN: 59-3073655)*

THIS ASSIGNMENT AND ASSUMPTION OF PARTNERSHIP INTERESTS ("Assignment") is entered into and is to be made effective as of September 9, 2021 ("Effective Date"), by and among P.B. Patel and Savitaben P. Patel (together, the "Assignors"), and Ellicott Utilities Company, LLC, a Colorado limited liability company ("Assignee").

RECITALS

A. Assignors are the sole partners of PB & Sons, a Colorado General Partnership (the "Partnership") and hold 100% and not less of the partnership interests in and to the Partnership (collectively, the "Partnership Interests"). The Partnership was formed pursuant to that certain Partnership Agreement dated and executed on June 27, 1991 attached as exhibit "1".

B. The Partnership Agreement was amended subsequent to formation on August 3, 2017 that resulted in removing Hitesh P Patel and Sandhya H Patel as members, attached as exhibit "2".

C. The Partnership Agreement was subsequently amended on July 17, 2019 that resulted in removing Rajesh P Patel as a member attached as exhibit "3"

D. Assignors desire to transfer, assign and convey to Assignee, and Assignee desires to acquire, all of Assignors' right, title and interest in the Partnership Interests, subject to and in accordance with the terms and provisions of this Assignment.

E. This Assignment is being entered in furtherance of that certain Purchase and Sales Agreement, dated as of May 6, 2021 (the "Purchase Agreement"), by and between PB & Sons Partnership, and Assignee to effectuate the transfer, assignment and conveyance by Assignor to Assignee of all of the Assignors' Partnership Interests in the Partnership.

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby distributes, transfers, assigns and conveys to Assignee all of Assignors' Partnership Interests in the Partnership, together with all of Assignors' right, title and interest in and to the Partnership and its assets, including but not limited to, 54.03 AF interest in the Tipton Well Water Rights as defined in the Cherokee Water, LLC Operating Agreement, but specifically excluding the Stetson Hills Property as such real property is defined in the Purchase Agreement (collectively, the "Partnership Assets"), subject to the terms and conditions of this Assignment.



2. Acknowledgment and Acceptance of Assignment. Effective as of the Effective Date, Assignee hereby accepts Assignors' assignment of the Partnership Interests from Assignor and agrees to assume all of Assignors' rights and obligations with respect to the Partnership Interests to the extent accruing from and after the Effective Date.

3. Withdrawal as Partner; Resignation as Officer/Agent. Effective as of the Effective Date, Assignors hereby withdraw as partners of the Partnership and hereby resign as any and all officers, agents, and/or any other form of representative of the Partnership. By execution of this Assignment, Assignor acknowledges and agrees that it no longer has any right, title or interest in, to or under its former Partnership Interests in the Partnership and/or in or to the Partnership Assets. Simultaneously with the withdrawal of these Assignors as the sole partners of the Partnership pursuant to this Section 3, Assignee is admitted to the Company as the sole partners and all references to the "Partners" in the organizational documents for the Partnership shall mean and refer to Assignee.

4. Representations, Warranties and Disclaimer.

(a) Assignors. As of the Effective Date, Assignors represents and warrants to Assignee the following:

(i) Authority. Assignors have the full right, authority and power to enter into this Agreement, to consummate the transaction contemplated herein and to perform its obligations hereunder and under those documents and instruments to be executed by it, and each of the individuals executing this Agreement on behalf of each Assignor is authorized to do so, and this Assignment constitutes a valid and legally binding obligation of Assignor enforceable against Assignor in accordance with its terms.

(ii) Sole Partners. Assignors are the sole owners of the Partnership Interest as designated herein. Assignors have not alienated, encumbered, transferred, leased, assigned or otherwise conveyed the Partnership Interest or any portion thereof, nor entered into any agreement to do so, except for the Purchase Agreement.

(iii) No Litigation. To the best of Assignors' knowledge, Assignors' have not received written notice of any complaint, litigation, investigation or proceeding that is pending or threatened against Assignors', the Partnership Interest or the Partnership.

(iv) Partnership Documents. To the best of Assignors' knowledge, Assignors' have provided Assignee with all material documentation and information in Assignors' possession relating to the Partnership and its operations preceding the Effective Date of this Assignment. Assignors' further agrees to reasonably cooperate with Assignee to provide such further information relating to the Partnership as may be reasonably requested by Assignee, to the extent in Assignors' actual possession or reasonable control.

(v) No Third-Party Rights. To the best of Assignors' knowledge, without duty of inquiry or investigation, and except as previously disclosed in any materials or other information provided to Assignee, there are no leases, occupancy agreements, licenses, or other agreements that grant third-parties any possessory or usage rights to all or any of the part of any Partnership property.

(vi) Bankruptcy. To Assignors' knowledge, there are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy, or any other debtor relief actions pending against the Partnership in any current judicial or administrative proceeding.

(vii) No Violations. To the best of Assignors' knowledge, Assignor's have not received written notice of any current violations of any laws, statutes, ordinances, regulations or other requirements of any governmental agency in connection with or related to the Partnership.

(viii) Conveyance and Condition of Stetson Hills Property. Assignors have caused the Partnership to convey the Stetson Hills Property to a yet-to-be-formed entity owned or otherwise controlled by Assignors prior to the Effective Date of this Assignment. To the best of Assignors' knowledge, Assignors represent and warrant to Assignee that: (i) the Stetson Hills Property is not contaminated with any hazardous substance; (ii) Assignors nor the Partnership have not caused, will not cause, and there never has occurred, the release of any hazardous substance on the Powers Property; (iii) the Stetson Hills Property is not subject to any federal, state or local "superfund" lien, proceeding, claim, liability or action or the threat of likelihood thereof for the cleanup, removal, or remediation of any such hazardous substance in the Stetson Hills Property; (iv) there are no underground storage tanks on the Stetson Hills Property; (v) the Stetson Hills Property is not in violation of any Environmental Laws; and (vi) by acquiring the Partnership Interests, Assignee will not incur or be subjected to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the Stetson Hills Property or any liability, cost or expense for the removal of underground storage tanks on the Stetson Hills Property. The terms "hazardous substance," "release" and "removal" as used herein shall have the same meaning and definitions as set forth in paragraphs 14, 22 and 23 respectively of Title 42 USC, §9601 and in the Colorado Statutes. PROVIDED, HOWEVER, that the term "hazardous substance" as used herein also shall include hazardous waste as defined in paragraph 5 of 42 USC, §6903, and "petroleum" as defined in paragraph 6 of 42 USC §6991, and as further defined in Colorado Statutes. The term "superfund" as used herein means the comprehensive environmental response compensation and liability act as Amended in Title 42 USC §6901, et seq. as amended in any similar state, or local statute or ordinance applicable to the Powers Property, including without limitation the applicable Colorado Statutes and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank" as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 USC, §6991.

(b) By Assignee. Assignee represents and warrants to Sellers as follows:

(i) Formation. Assignee is a duly formed and validly existing limited liability company in good standing under the laws of Colorado.

(ii) Authorization. Assignee has the full right, authority and power to enter into this Agreement, to consummate the transaction contemplated herein and perform its obligations hereunder. Each individual executing this Assignment on behalf of the Assignee is authorized to do so and this Assignment constitutes a valid and legally binding obligation of Assignee enforceable against Assignee in accordance with its terms. Assignee has taken all

necessary action to authorize the transaction contemplated by this Assignment and Assignee's execution and delivery of this Assignment and all documents required herein, and its performance hereunder. Assignee's execution and delivery of this Assignment, and the consummation of the transactions contemplated and required hereby, will not result in any violation of, or default under, any term or provision of any agreement to which Assignee is a party or by which Assignee is bound.

(iii) No Litigation. To the best of Assignee's knowledge, there is no complaint, litigation, investigation or proceeding pending or, to Assignee's actual knowledge, contemplated or threatened against Assignee which would prevent Assignee from performing its obligations under this Assignment or any other instrument or document related hereto.

(c) Survival. The representations, warranties and covenants of Assignor and Assignee above shall survive this Assignment following the Effective Date.

(d) Assignors' Knowledge. For purposes hereof, any reference to "Assignors' knowledge" or any derivatives thereof as used in this Assignment means the current actual knowledge of PB Patel and Savitaben P. Patel, without any duty of inquiry or investigation, and shall not be deemed to include any implied, imputed or constructive knowledge of Assignor or any other person or entity.

5. Indemnity. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any obligations or liabilities with respect to the Partnership and/or the Partnership Interest which may occur after the date of this Assignment. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any obligations or liabilities with respect to the Partnership and/or the Partnership Interest which have occurred prior to the date of this Assignment.

6. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

7. - Further Assurances. Assignor shall execute and deliver to Assignee, upon demand, such further documents, instruments and conveyances, and shall take such further actions as Assignee may from time to time reasonably request, to vest fully in Assignee, the right, title and interest herein intended to be assigned.

8. Continuation of the Partnership. The parties acknowledge and agree that the assignment of the Partnership Interests and/or Partnership Interests by Assignor to Assignee shall in no way cause the dissolution of the Partnership, nor shall such assignment and transfer be deemed or construed to terminate the Partnership.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which together, shall constitute one and the same agreement. digital signatures, including digital counterparts, shall be recognized and deemed as

an original signature to this Assignment.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor's and Assignee, and their respective successors and assigns. This Assignment contains the entire agreement between Assignor and Assignee concerning the transfer of the Partnership Interests and supersedes all understandings or assignments in regard thereto.

11. Attorneys' Fees. If a suit, action or other proceeding of any nature whatsoever is instituted in connection with this Assignment, or to interpret or enforce any rights or remedies hereunder, the prevailing party shall be entitled to recover its attorneys' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith.

12. Governing Law. This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of Colorado, all rights and remedies being governed by such laws.

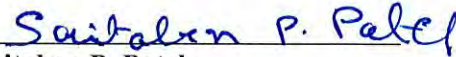
*[Signature Pages to Follow]*

This Assignment has been executed as of the day first written above and shall be made effective as of the Effective Date.

“ASSIGNORS”

A handwritten signature in blue ink, appearing to read "PB Patel", written over a horizontal line.

**PB Patel**

A handwritten signature in blue ink, appearing to read "Savitaben P. Patel", written over a horizontal line.

**Savitaben P. Patel**



**ASSIGNEE:**

**Ellicott Utilities Company, LLC  
A Colorado Limited Liability Company**

By: *R. Randy Goodson*  
R. Randy Goodson (Sep 8, 2021 17:16 PDT)  
Randy Goodson, President

Sep 8, 2021



# Appendix B

## ELLCOTT UTILITIES COMPANY LLC 2021 Drinking Water Quality Report Covering Data For Calendar Year 2020

*Public Water System ID:* CO0121245

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

We are pleased to present to you this year's water quality report. Our constant goal is to provide you with a safe and dependable supply of drinking water. Please contact PHILLIP W CROMWELL at 719-499-9993 with any questions or for public participation opportunities that may affect water quality. **Please see the water quality data from our wholesale system(s) (either attached or included in this report) for additional information about your drinking water.**

### **General Information**

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

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

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

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

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

### **Lead in Drinking Water**

If present, elevated levels of lead can cause serious health problems (especially for pregnant women and young children). It is possible that lead levels at your home may be higher than other homes in the community as a result of materials used in your home's plumbing. If you are concerned about lead in your water, you may wish to have your water tested. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water

for drinking or cooking. Additional information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4791) or at [epa.gov/safewater/lead](http://epa.gov/safewater/lead).

**Source Water Assessment and Protection (SWAP)**

The Colorado Department of Public Health and Environment may have provided us with a Source Water Assessment Report for our water supply. For general information or to obtain a copy of the report please visit [wqcdcompliance.com/ccr](http://wqcdcompliance.com/ccr). The report is located under “Guidance: Source Water Assessment Reports”. Search the table using 121245, ELLICOTT UTILITIES COMPANY LLC, or by contacting PHILLIP W CROMWELL at 719-499-9993. The Source Water Assessment Report provides a screening-level evaluation of potential contamination that *could* occur. It *does not* mean that the contamination *has or will* occur. We can use this information to evaluate the need to improve our current water treatment capabilities and prepare for future contamination threats. This can help us ensure that quality finished water is delivered to your homes. In addition, the source water assessment results provide a starting point for developing a source water protection plan. Potential sources of contamination in our source water area are listed on the next page.

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

**Our Water Sources**

<b><u>Sources (Water Type - Source Type)</u></b>	<b><u>Potential Source(s) of Contamination</u></b>
PURCHASED WATER FROM CO0121125 (Groundwater-Consecutive Connection)	There is no SWAP report, please contact PHILLIP W CROMWELL at 719-499-9993 with questions regarding potential sources of contamination.

**Terms and Abbreviations**

- **Maximum Contaminant Level (MCL)** – The highest level of a contaminant allowed in drinking water.
- **Treatment Technique (TT)** – A required process intended to reduce the level of a contaminant in drinking water.
- **Health-Based** – A violation of either a MCL or TT.
- **Non-Health-Based** – A violation that is not a MCL or TT.
- **Action Level (AL)** – The concentration of a contaminant which, if exceeded, triggers treatment and other regulatory requirements.
- **Maximum Residual Disinfectant Level (MRDL)** – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Contaminant Level Goal (MCLG)** – The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Maximum Residual Disinfectant Level Goal (MRDLG)** – The level of a drinking water disinfectant, below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Violation (No Abbreviation)** – Failure to meet a Colorado Primary Drinking Water Regulation.
- **Formal Enforcement Action (No Abbreviation)** – Escalated action taken by the State (due to the risk to public health, or number or severity of violations) to bring a non-compliant water system back into compliance.
- **Variance and Exemptions (V/E)** – Department permission not to meet a MCL or treatment technique under certain conditions.

- **Gross Alpha (No Abbreviation)** – Gross alpha particle activity compliance value. It includes radium-226, but excludes radon 222, and uranium.
- **Picocuries per liter (pCi/L)** – Measure of the radioactivity in water.
- **Nephelometric Turbidity Unit (NTU)** – Measure of the clarity or cloudiness of water. Turbidity in excess of 5 NTU is just noticeable to the typical person.
- **Compliance Value (No Abbreviation)** – Single or calculated value used to determine if regulatory contaminant level (e.g. MCL) is met. Examples of calculated values are the 90<sup>th</sup> Percentile, Running Annual Average (RAA) and Locational Running Annual Average (LRAA).
- **Average (x-bar)** – Typical value.
- **Range (R)** – Lowest value to the highest value.
- **Sample Size (n)** – Number or count of values (i.e. number of water samples collected).
- **Parts per million = Milligrams per liter (ppm = mg/L)** – One part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion = Micrograms per liter (ppb = ug/L)** – One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Not Applicable (N/A)** – Does not apply or not available.
- **Level 1 Assessment** – A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
- **Level 2 Assessment** – A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

**Detected Contaminants**

ELLCOTT UTILITIES COMPANY LLC routinely monitors for contaminants in your drinking water according to Federal and State laws. The following table(s) show all detections found in the period of January 1 to December 31, 2020 unless otherwise noted. The State of Colorado requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. Therefore, some of our data, though representative, may be more than one year old. Violations and Formal Enforcement Actions, if any, are reported in the next section of this report.


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

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

Chlorine	December, 2020	<u>Lowest period</u> percentage of samples meeting TT requirement: 100%	0	1	No	4.0 ppm
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Lead and Copper Sampled in the Distribution System								
Contaminant Name	Time Period	90 <sup>th</sup> Percentile	Sample Size	Unit of Measure	90 <sup>th</sup> Percentile AL	Sample Sites Above AL	90 <sup>th</sup> Percentile AL Exceedance	Typical Sources
Copper	09/23/2020 to 09/23/2020	0.24	5	ppm	1.3	0	No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead	09/23/2020 to 09/23/2020	7.5	5	ppb	15	0	No	Corrosion of household plumbing systems; Erosion of natural deposits

Disinfection Byproducts Sampled in the Distribution System									
Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Total Haloacetic Acids (HAA5)	2020	8.3	8.3 to 8.3	1	ppb	60	N/A	No	Byproduct of drinking water disinfection
Total Trihalomethanes (TTHM)	2020	38.9	38.9 to 38.9	1	ppb	80	N/A	No	Byproduct of drinking water disinfection



**Violations, Significant Deficiencies, and Formal Enforcement Actions**

**No Violations or Formal Enforcement Actions**

# ELLCOTT UTILITIES COMPANY LLC 2022 Drinking Water Quality Report Covering Data For Calendar Year 2021

*Public Water System ID: CO0121245*

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## Our Water Sources

<u>Sources (Water Type - Source Type)</u>	<u>Potential Source(s) of Contamination</u>
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## Terms and Abbreviations

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- **Parts per billion = Micrograms per liter (ppb = ug/L)** – One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Not Applicable (N/A)** – Does not apply or not available.
- **Level 1 Assessment** – A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
- **Level 2 Assessment** – A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

**Detect**

## ed Contaminants

ELLCOTT UTILITIES COMPANY LLC routinely monitors for contaminants in your drinking water according to Federal and State laws. The following table(s) show all detections found in the period of January 1 to December 31, 2021 unless otherwise noted. The State of Colorado requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not

expected to vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. Therefore, some of our data, though representative, may be more than one year old. Violations and Formal Enforcement Actions, if any, are reported in the next section of this report.

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

Disinfectants Sampled in the Distribution System						
<b>TT Requirement:</b> At least 95% of samples per period (month or quarter) must be at least 0.2 ppm <b>OR</b> If sample size is less than 40 no more than 1 sample is below 0.2 ppm <b>Typical Sources:</b> Water additive used to control microbes						
Disinfectant Name	Time Period	Results	Number of Samples Below Level	Sample Size	TT Violation	MRDL
Chlorine	December, 2021	<u>Lowest period</u> percentage of samples meeting TT requirement: 100%	0	1	No	4.0 ppm

Lead and Copper Sampled in the Distribution System								
Contaminant Name	Time Period	90 <sup>th</sup> Percentile	Sample Size	Unit of Measure	90 <sup>th</sup> Percentile AL	Sample Sites Above AL	90 <sup>th</sup> Percentile AL Exceedance	Typical Sources
Copper	09/22/2021 to 09/22/2021	0.23	5	ppm	1.3	0	No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead	09/22/2021 to 09/22/2021	1.8	5	ppb	15	0	No	Corrosion of household plumbing systems; Erosion of natural deposits

Disinfection Byproducts Sampled in the Distribution System									
Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Total Haloacetic Acids (HAA5)	2020	8.3	8.3 to 8.3	1	ppb	60	N/A	No	Byproduct of drinking water disinfection
Total Trihalomethanes (TTHM)	2020	38.9	38.9 to 38.9	1	ppb	80	N/A	No	Byproduct of drinking water disinfection

**Violations, Significant Deficiencies, and Formal Enforcement Actions**

**No Violations or Formal Enforcement Actions**

# CHEROKEE MD 2021 Drinking Water Quality Report

## Covering Data For Calendar Year 2020

Public Water System ID: CO0121125

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

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

### **General Information**

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

storm water runoff, and septic systems.

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

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

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

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

#### **Lead in Drinking Water**

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

#### **Source Water Assessment and Protection (SWAP)**

The Colorado Department of Public Health and Environment may have provided us with a Source Water Assessment Report for our

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

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

## Our Water Sources

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

### Terms and Abbreviations

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

- **Compliance Value (No Abbreviation)** – Single or calculated value used to determine if regulatory contaminant level (e.g. MCL) is met. Examples of calculated values are the 90<sup>th</sup> Percentile, Running Annual Average (RAA) and Locational Running Annual Average (LRAA).
- **Average (x-bar)** – Typical value.
- **Range (R)** – Lowest value to the highest value.
- **Sample Size (n)** – Number or count of values (i.e. number of water samples collected).
- **Parts per million = Milligrams per liter (ppm = mg/L)** – One part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion = Micrograms per liter (ppb = ug/L)** – One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Not Applicable (N/A)** – Does not apply or not available.
- **Level 1 Assessment** – A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
- **Level 2 Assessment** – A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

### Detected Contaminants

CHEROKEE MD routinely monitors for contaminants in your drinking water according to Federal and State laws. The following table(s) show all detections found in the period of January 1 to December 31, 2020 unless otherwise noted. The State of Colorado requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. Therefore, some of our data, though representative, may be more than one year old. Violations and Formal Enforcement Actions, if any, are reported in the next section of this report.

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

<b>Disinfectants Sampled in the Distribution System</b> <b>TT Requirement:</b> At least 95% of samples per period (month or quarter) must be at least 0.2 ppm <u>OR</u> If sample size is less than 40 no more than 1 sample is below 0.2 ppm <b>Typical Sources:</b> Water additive used to control microbes						
Disinfectant Name	Time Period	Results	Number of Samples Below Level	Sample Size	TT Violation	MRDL
Chlorine	December 2020	Lowest period percentage of samples meeting TT requirement: 100%	0	25	No	4.0 ppm

Lead and Copper Sampled in the Distribution System								
Contaminant Name	Time Period	90 <sup>th</sup> Percentile	Sample Size	Unit of Measure	90 <sup>th</sup> Percentile AL	Sample Sites Above AL	90 <sup>th</sup> Percentile AL Exceedance	Typical Sources
Copper	07/20/2020 to 07/24/2020	0.53	30	ppm	1.3	0	No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead	07/20/2020 to 07/24/2020	3	30	ppb	15	0	No	Corrosion of household plumbing systems; Erosion of natural deposits

Disinfection Byproducts Sampled in the Distribution System									
Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Total Haloacetic Acids (HAA5)	2020	7.73	1.6-12.2	10	ppb	60	N/A	No	Byproduct of drinking water disinfection
Total Trihalomethanes (TTHM)	2020	23.87	6.5-31.8	10	ppb	80	N/A	No	Byproduct of drinking water disinfection

Radionuclides Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Gross Alpha	2020	3.1	3.1	1	pCi/L	15	0	No	Erosion of natural deposits
Combined Radium	2020	4.9	4.9	1	pCi/L	5	0	No	Erosion of natural deposits



**Inorganic Contaminants Sampled at the Entry Point to the Distribution System**

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Arsenic	2020	2	1-3	6	ppb	10	0	No	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium	2020	0.06	0.04-0.08	6	ppm	2	2	No	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Chromium	2020	3	1-4	6	ppb	100	100	No	Discharge from steel and pulp mills; erosion of natural deposits
Fluoride	2020	0.87	0.36-1.83	3	ppm	4	4	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate	2020	5.66	0-7.1	9	ppm	10	10	No	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Selenium	2020	4.67	2-7	6	ppb	50	50	No	Discharge from petroleum and metal refineries; erosion of natural deposits; discharge from mines

**Arsenic:** while your drinking water *meets the EPA's standard for arsenic, it does contain low levels of arsenic*. The EPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

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

**Secondary Contaminants\*\***

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

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	Secondary Standard
Sodium	2020	57.9	25.6-75.8	6	ppm	N/A
Total Dissolved Solids	2016	131.2	62-180	5	ppm	500

**Unregulated Contaminants\*\*\***

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

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure
Manganese	2018	11.86	<0.4-35.1	6	ppb
Germanium	2018	0.3287	<0.3-0.472	6	ppb
Quinoline	2018	.0237	<0.02-0.0423	6	ppb
HAA5	2018	6.102	1.887-8.488	8	ppb
HAA6Br	2018	13.126	1.696-19.72	8	ppb
HAA9	2018	14.297	3.066-20.668	8	ppb
Bromide	2018	145.5	<20-202	6	ppb
Total Organic Carbon	2018	1090	<1000-1310	6	ppb

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

**Violations, Significant Deficiencies, and Formal Enforcement Actions**

<p align="center"><b>Non-Health-Based Violations</b></p> <p align="center">These violations do not usually mean that there was a problem with the water quality. If there had been, we would have notified you immediately.</p>		
Name	Description	Time Period
Design Approval Requirements Not Met	Approval documents for a new well (Well 21-Sweetwater 5) were not submitted to CDPHE by the contracted project engineer working on behalf of Cherokee Metropolitan District, prior to the introduction of the well into the drinking water system in February of 2020. Note: <u>This issue had no adverse impact to water quality or public health.</u> All the required water quality testing had been conducted on the source water, and the well had been constructed following CDPHE design criteria, but the paperwork had not been filed and reviewed by CDPHE prior to the introduction of the well.	February 2020-February 2021
<p><b>Steps taken to resolve the violation(s), and the resolution date:</b> When Cherokee Metropolitan District discovered this oversight in early 2021, the well was taken out of service while the required documents were submitted and reviewed by CDPHE engineering. The violation was resolved on May 17, 2021 when the department issued approval of drinking water final plans and specifications for construction (Sweetwater Well No. 5 aka CMD Well No. 21).</p>		

**IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER**

CHEROKEE MD

**Design Approval Requirements Not Met**

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

Cherokee Metropolitan District recently violated a Colorado Department of Public Health and Environment(CDPHE) drinking water requirement. Although this situation is not a public health risk, you have a right to know what happened, what you should do, and what the District has done to correct this situation.

Cherokee Metropolitan District recently connected a new well to its drinking water system. Required documents were not submitted to CDPHE Water Quality Control Division engineering section by the

District’s contracted design engineer for approval of a new water source (Well No. 21 - Sweetwater 5) before the water source was brought into service in 2020. While all the required water quality testing had been conducted on the source water, and the well had been constructed following all

CDPHE design criteria, the contract engineering firm working on behalf of the District failed to send in the required administrative documents for CDPHE approval before the well was put into service. When Cherokee Metropolitan District discovered this oversight in early 2021, the well was taken out of service and the required plans and specifications for the well were submitted to the CDPHE engineering section for review. On May 17, 2021, the CDPHE issued approval of the well, thus resolving the violation.

### **What does this mean? What should I do?**

- There is nothing you need to do at this time. This situation is not a public health risk. If any situation arises where the water is no longer safe to drink, you will be notified within 24 hours.

### **What is being done?**

- The violation has been resolved. Well 21 was taken out of service after the oversight was discovered. The necessary documents were submitted to the CDPHE for review, and the CDPHE has since issued the approval of drinking water final plans and specifications for construction of Well 21.

**The problem was resolved as of May 17, 2021 when the department issued approval of drinking water final plans and specifications for construction (Sweetwater Well No. 5 aka CMD Well No. 21). For more information, please contact Nicholas Griffin at [ngriffin@cherokeemetro.org](mailto:ngriffin@cherokeemetro.org) or (719) 597-5080, or 6250 Palmer Park Blvd, Colorado Springs, CO 80915.**

*\*Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.\**

This notice is being sent to you by: CHEROKEE MD - CO0121125

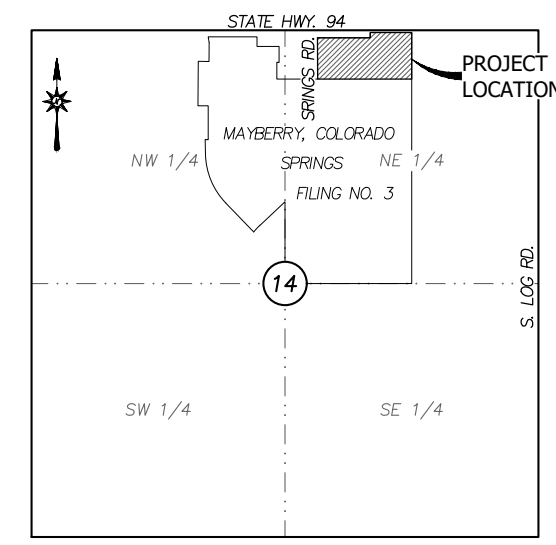
Date distributed: **The notice will be included with the Consumer Confidence Report that will be distributed to the public no later than June 30, 2021.**



# Appendix C



Final Plat of  
**MAYBERRY, COLORADO SPRINGS FILING NO. 4**  
 Being a replat of Tract A, MAYBERRY, COLORADO SPRINGS FILING NO. 3  
 Lying the Northeast Quarter of Section 14, Township 14 South, Range 63 West of the 6th Principal Meridian  
 County of El Paso (Unincorporated), State of Colorado



CLIENT REVIEW COPY 2/15/2023

**SHEET INDEX**

Sheet 1.....Dedications, Notes, Approvals, etc.  
 Sheet 2.....Plat Boundary Detail, As Platted by MAYBERRY, COLORADO SPRINGS FILING NO. 3  
 Sheet 3.....Plat Boundary, New Lot and Right-of-Way Replat Detail

**PLAT AND SUBDIVISION NOTES (continued)**

18. **EXISTING ENCUMBRANCES PER TITLE REPORT:**  
 This plat does not constitute a title search by R&R Engineers-Surveyors to determine ownership and/or easements of record. Easement research and ownership information were provided by client in the title commitment prepared by Land Title Guarantee Company for Old Republic National Title Insurance Company as order number RND55109421 with an effective date of January 30, 2023 at 5:00 P.M. According to said title commitment, the following documents listed in the Schedule B, Part II (Exceptions) affect this property. The plottable matters listed therein, if they are still in effect, are plotted on the map sheets. If any other easements and/or encumbrances affect this property, their existence is unknown to this surveyor and are not listed below. The item number listed below, before each document's recording information directly relates to the Schedule B, Part II item number in said title commitment. Items 1 through 8 are standard exceptions, do not cite any document for surveyor to review and are not addressed and/or listed below.

- |   |   |  |  |
|---|---|--|--|
| 9. Book A at Page 78;   | 28. Reception No. 203139554 (not plotted, released/vacated by Fig. 3 plat);             | 45. Reception No. 214018538;   | 63. Reception No. 221714698 (Plat of MAYBERRY, COLORADO SPRINGS FILING NO. 2 -the easements within Fig. 2 that laid within this Fig. 4 replat were released/vacated by Fig. 3, except the 25' Trail Easement along North line: plotted); |
| 10. Book 350 at Page 274;   | 29. Reception No. 204006308 (not plotted, released/vacated by Reception No. 222150441); | 46. Reception No. 214030731;   | 64. Reception No. 221601199;   |
| 11. Book 526 at Page 436;   | 30. Reception No. 204015159;  | 47. Reception No. 214038069;   | 65. Reception Nos. 22185482, 22185463, 22185476, 84578, 84568, 22184919;   |
| 12. Book 3260 at Page 701;  | 31. Reception No. 204043959;  | 48. Reception No. 214117420;   | 66. Reception No. 22186550;  |
| 13. Book 3527 at Page 176;  | 32. Reception No. 204045661;  | 49. Reception No. 216114888;   | 67. Reception Nos. 22186552, 22186553;   |
| 14. Book 3647 at Page 674 (plotted);  | 33. Reception No. 204061415 (not plotted, released/vacated by Fig. 3 plat);             | 50. Reception Nos. 217150656, 217151050;   | 68. Reception No. 221149080;   |
| 15. Book 3649 at Page 449 (plotted);  | 34. Reception No. 204189404;  | 51. Reception No. 219085337, 219087971, 21992656, 21997309;  | 69. Reception No. 22055125;  |
| 16. Book 3718 at Page 812;  | 35. Reception No. 204189405;  | 52. Reception No. 219142179;   | 70. Reception No. 222107505 (See Plat and Subdivision Note 4);   |
| 17. Reception No. 97015577;   | 36. Reception No. 205012856 (not plotted, released/vacated by Fig. 3 plat);             | 53. Reception No. 219146540;   | 71. Reception No. 222150435 (Blanket, not plotted and applies only to residential lots. The lots in this Fig. 4 replat are commercial);  |
| 18. Reception Nos. 98165989, 204006312, 204006313, 204053279, 204053279, 208100005, 208100007, 213038017, 213038197, 204190085 and 204190086; | 37. Reception No. 206029706;  | 54. Reception No. 219154809;   |  |
| 19. Reception No. 201019028;  | 38. Reception Nos. 206098620, 207001700;  | 55. Reception Nos. 22088380, 220139219, 220140324;   |  |
| 20. Reception No. 201021723;  | 39. Reception Nos. 206149054, 206149055;  | 56. Reception No. 220714655 (Plat of MAYBERRY, COLORADO SPRINGS FILING NO. 1 -this plat was never a part of Fig. 1); |  |
| 21. Reception No. 201034352;  | 40. Reception No. 206165180;  | 57. Reception No. 220211232;   |  |
| 22. Reception No. 2011173795;   | 41. Reception No. 206165181;  | 58. Reception No. 220212002;   |  |
| 23. Reception No. 202050995;  | 42. Reception No. 206165182;  | 59. Reception No. 220213263;   |  |
| 24. Reception No. 202050996;  | 43. Reception No. 209043451 (plotted, lies within Hwy. 94 Right-of-Way);                | 60. Book 120 at Page 254 (duplicate of item 56);   |  |
| 25. Reception No. 202092688;  | 44. Reception No. 214003507;  | 61. Reception No. 22134250;  |  |
| 26. Reception No. 203138552 (not plotted, released/vacated by Fig. 3 plat);   |   | 62. Reception No. 22147142;  |  |
| 27. Reception No. 203138553 (not plotted, released/vacated by Fig. 3 plat);   |   |  |  |

**GENERAL NOTES**

- NOTICE: Pursuant to Colorado Revised Statutes Title 13, Article 80, Section 105 (C.R.S. § 13-80-105) - You must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- 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.
- Existing ownership and deed of record for this property: Mayberry Communities, LLC (P.O. Box 675725, Rancho Santa Fe, CA 92067 | Ph: 719-426-7810) by Reception No. 221140101 (Parcel H) recorded July 22, 2021.
- Basis of Bearings (Record): Bearings are based on the North line of the Northeast Quarter of Section 14, Township 14 South, Range 63 West of the 6th Principal Meridian having a bearing of South 89° 44' 50" East and a ground distance of 2606.58 feet as shown on the recorded plats of MAYBERRY, COLORADO SPRINGS FILING NO. 1 recorded as Reception No. 220714655 and as shown on MAYBERRY, COLORADO SPRINGS FILING NO. 2 recorded as Reception No. 221714698, monumented at each end as shown on sheets 2 and 3 of this plat. The two section corner monuments used for this basis of bearings were located with Global Positioning System instrumentation and were observed for a period of 180 epochs along with a subsequent observations as check shots. The resulting locations were scaled to ground distance using a prismoidal formula, then compared to other found monuments within and/or along the subdivision perimeter and were found to be within acceptable parameters to hold the bearing and distance between said corners as platted.
- On the map sheets of this plat, references of "FILING NO. 1" or "FLG. NO. 1" refer to the recorded plat of MAYBERRY, COLORADO SPRINGS FILING NO. 1 (Reception No. 220714655), and references of "FILING NO. 2" or "FLG. NO. 2" refer to the recorded plat of MAYBERRY, COLORADO SPRINGS FILING NO. 2 (Reception No. 221714698).
- Dimension units shown are U.S. Survey Feet.
- No offset monuments (witness and/or reference monuments) along the exterior boundary of this subdivision were set in conjunction with this plat.

**SURVEYOR'S CERTIFICATE**

I, Mark A. Gabert, 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 August 31, 2021, 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 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mark A. Gabert, P.L.S. Colorado Registered PLS# 38567  
 For and on behalf of R&R Engineers-Surveyors, Inc.

**RECORDING**

I hereby certify that this instrument was filed in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D. and recorded as Reception No. \_\_\_\_\_ of the records of El Paso County, Colorado.

By: \_\_\_\_\_

**FEES**

School: \_\_\_\_\_  
 Parks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Drainage: \_\_\_\_\_  
 Bridge: \_\_\_\_\_

El Paso County PCD File No: \_\_\_\_\_

**OWNER OF RECORD**

Mayberry Communities, LLC  
 R&R Engineers-Surveyors, Inc.  
 PO Box 675725  
 Rancho Santa Fe, CA 92067  
 Ph: 719-426-7810  
 (by Reception No. 221140101  
 (Parcel H) recorded July 22, 2021)

**SURVEYOR AND ENGINEER**

R&R Engineers-Surveyors, Inc.  
 1635 W. 13th Avenue, Suite 310  
 Denver, CO 80204  
 Ph: 303-753-6730  
 Surveyor: Mark Gabert  
 Engineer: Cliff Dayton

<b>R&amp;R ENGINEERS-SURVEYORS, INC.</b>	
1635 W. 13TH AVENUE, SUITE 310 DENVER, COLORADO 80204 303-753-6730 www.rrengineers.com	
Sheet 1 of 3	File: MC22249-FP(Fig 4)
REVISIONS	Orig. Issue Date: XX/XX/XXXX
	Drawn By: XXX
	Checked By: XXX
	Project No. _____
MC22249	

**SUBDIVISION BOUNDARY DESCRIPTION**

All of Tract A, MAYBERRY, COLORADO SPRINGS FILING NO. 3, a subdivision of land in the North Half of Section 14, Township 14 South, Range 63 West of the 6th Principal Meridian, El Paso County, Colorado, the plat of said subdivision recorded \_\_\_\_\_, 2023 as Reception Number \_\_\_\_\_ in the Office of the Clerk and Recorder of El Paso County, Colorado.

**OWNER'S CERTIFICATE**

The undersigned, being all the owners, mortgagees, beneficiaries of deeds of trust and holders of other interests in the land described herein, have laid out, subdivided, and platted said lands into lots, streets and easements as shown hereon under the name and subdivision of "MAYBERRY, COLORADO SPRINGS FILING NO. 4". All public improvements so platted are hereby dedicated to public use and said owner does hereby covenant and agree that the public improvements will be constructed to El Paso County standards and that proper drainage and erosion control for same will be provided at said owner's expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. Upon acceptance by resolution, all public improvements so dedicated will become matters of maintenance by El Paso County, Colorado. 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.

Mayberry Communities, LLC, a Colorado limited liability company

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS  
 County of \_\_\_\_\_ )

By: \_\_\_\_\_

R. Randy Goodson, President

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by R. Randy Goodson, as President of Mayberry Communities, a Colorado limited liability company.

Witness my hand and official seal

\_\_\_\_\_  
 Notary Public  
 My commission expires \_\_\_\_\_

**LENDER'S CERTIFICATE**

Corundum Partners Investments, LLC, a Delaware corporation by Corundum Partners, Inc., a Minnesota corporation, its Managing Member.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS  
 County of \_\_\_\_\_ )

By: \_\_\_\_\_

Justin Leveille, Vice President

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Justin Leveille, as Vice President of Corundum Partners, Inc., a Minnesota corporation, Managing Member of Corundum Partners Investments, LLC, a Delaware limited liability company.

Witness my hand and official seal

\_\_\_\_\_  
 Notary Public  
 My commission expires \_\_\_\_\_

**APPROVALS**

**PCD DIRECTOR CERTIFICATE**

This plat of "MAYBERRY, COLORADO SPRINGS FILING NO. 4" was approved for filing by the El Paso County, Colorado Planning and Community Development Department Director on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ subject to any notes or conditions specified hereon.

\_\_\_\_\_  
 Planning and Community Development Director

\_\_\_\_\_  
 Date

**PLAT AND SUBDIVISION NOTES**

- ROAD/STREET PUBLIC RIGHT-OF-WAYS DEDICATION:** The road and/or street Right-of-Ways shown on this plat as "PUBLIC RoW DEDICATED BY THIS PLAT" are hereby dedicated to El Paso County for public use.
- DEDICATION OF RESTRICTION OF DIRECT VEHICULAR ACCESS TO SPRINGS ROAD AND STATE HIGHWAY 94:** Direct vehicular access to Springs Road and State Highway 94 from the Lots adjoining Springs Road and State Highway 94 is hereby restricted.
- EASEMENTS HEREBY DEDICATED:**

**UTILITY AND DRAINAGE EASEMENTS:** *Unless otherwise indicated*, all side lot lines are hereby platted on each side with a 5 feet wide public utility and drainage easement and all rear lot lines are hereby platted with a 7 feet wide public utility and drainage easement, said easements being annotated hereon the sheet 3 of this plat as "UD/E" (Utility and Drainage Easement). The sole responsibility of these easements is hereby vested with the individual property owners.

**OTHER EASEMENTS ?**

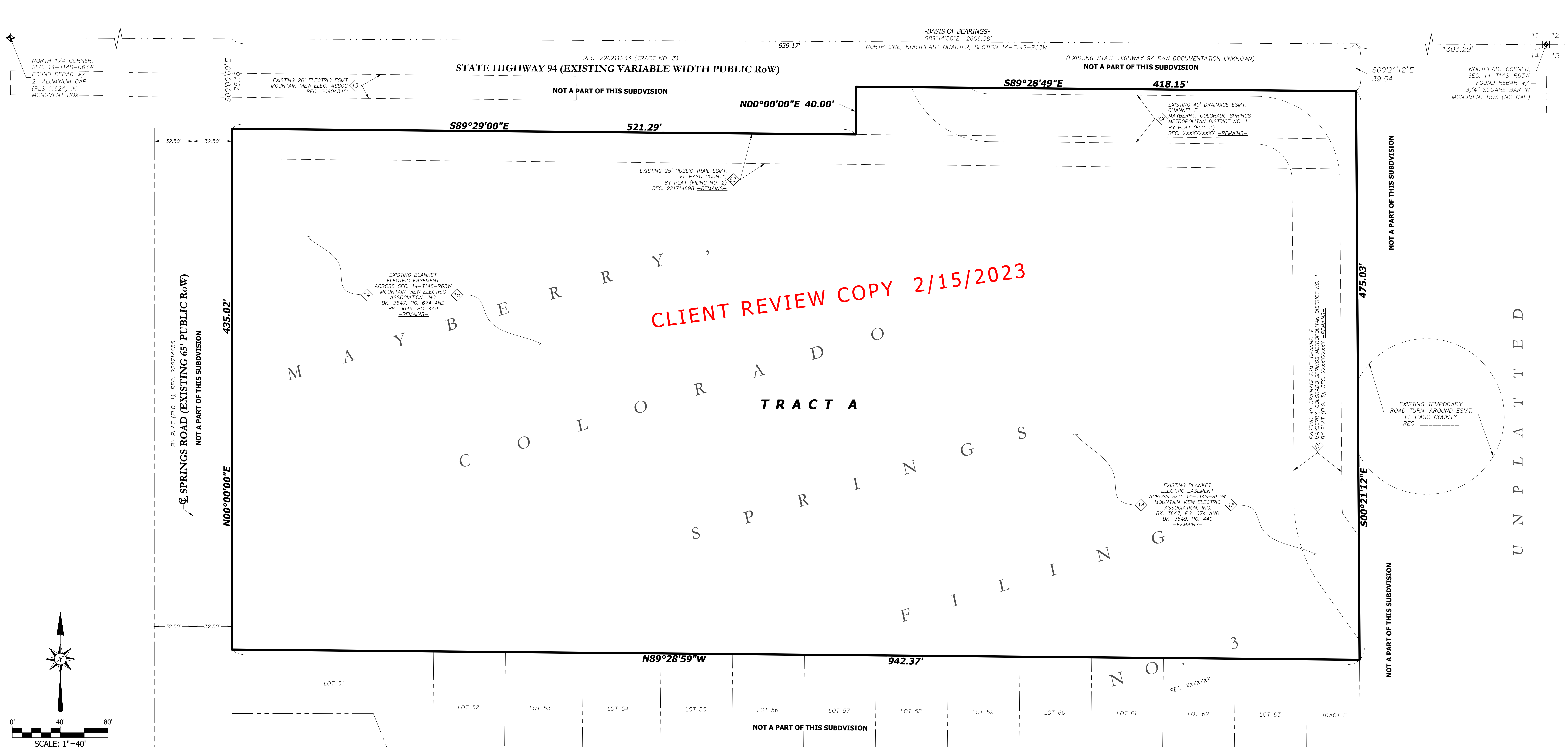
**DRAINAGE EASEMENTS TO MAYBERRY, COLORADO SPRINGS METROPOLITAN DISTRICT NO. 1:** Easements for Drainage purposes are hereby dedicated and granted to Mayberry, Colorado Springs Metropolitan District No. 1, its successors and assigns, the locations, widths and extents of which are delineated and annotated on sheet \_\_\_\_\_ of this plat as "D/E" (Drainage Easement).

The grantees of the aforesaid sanitary sewer and drainage easements are responsible for maintenance of the structures within their respective easements. The surface maintenance of said easements is hereby vested with the individual property owner.

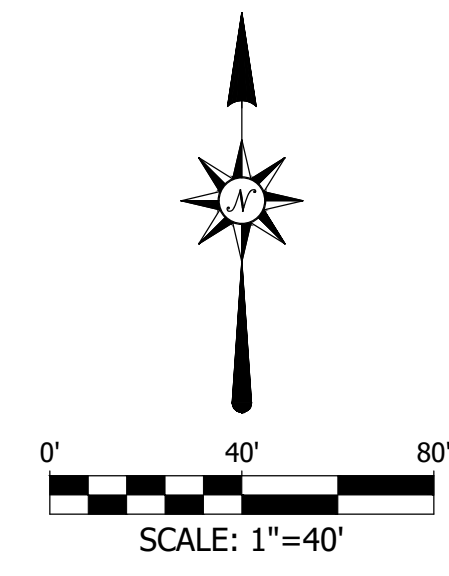
- MASTER DECLARATION OF OF COVENANTS** (by separate document): Certain Lots within this subdivision may be subject to the "Master Declaration Covenants, Conditions and Restrictions for Mayberry" recorded August 13, 2022 as Reception No. 222107505 in the Office of the Clerk and Recorder of El Paso County, Colorado.
- Ellicott Utilities Company, LLC will have overall maintenance and operation responsibility to provide water and wastewater services.
- All proposed road and drainage construction within this subdivision will be performed to El Paso County Standards. Roads and drainage facilities within the public street Right-of-Ways will be maintained by El Paso County upon final acceptance of these facilities after the two-year warranty period.
- The following reports, and as amended, have been submitted in association with the Preliminary Plan or Final Plat for this subdivision and are on file at the County Planning and Community Development Department: Natural Features; Wildlife Hazard and Vegetation; Geology and Soils; Water Supply; Wastewater Treatment; Final Drainage Report; Erosion Control Plan; Noise Study; Traffic Impact Study.
- Mailboxes shall be installed in accordance with all El Paso County and United States Postal Service regulations.
- The addresses exhibited on this plat are for informational purposes only. They are not the legal description and are subject to change.
- No driveway shall be established unless an access permit has been granted by El Paso County.
- 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.
- Developer 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).
- Property within this subdivision is subject to the terms and provisions of the El Paso County Road Impact Fee Program (Resolution No. 19-471) and any subsequent amendments. Fees for each Lot within this subdivision shall be paid in full at the time of building permit issuance.
- All development within this subdivision replat shall comply with the Ellicott Town Center Overall PUD Development Plan recorded under Reception No. 206146051, the Ellicott Town Center Phase One PUD Development Plan recorded under Reception No. 206149055, and the Mayberry Phase I an Amendment to Ellicott Town Center Phase 1 PUD / Preliminary Plan, recorded as Reception No. \_\_\_\_\_ all of the records of the El Paso County Clerk and Recorder or otherwise amended following appropriate hearings.
- No lots shall be sold, conveyed or transferred, whether by deed or by contract, and no construction permits for the subdivision or building permits shall be issued, unless and until either the required public and common development improvements have been constructed and completed and preliminarily accepted in accordance with the Subdivision Improvements Agreement (original SIA) recorded under Reception No. 220211232, the Amendment between the applicant/owner and El Paso County (Amended SIA) recorded under Reception No. 221086550, and the 2nd Amendment between the applicant/owner and El Paso County recorded under Reception No. \_\_\_\_\_ in the Office of the Clerk and Recorder of El Paso County, Colorado or, in the alternative, other collateral is provided to make provision for the completion of said improvements in accordance with the El Paso County Land Development Code and Engineering Criteria Manual. Any such alternative collateral must be approved by the Board of County Commissioners or, if permitted by the Subdivision Improvements Agreement, by the Planning and Community Development Department Director and meet the policy procedure requirements of El Paso County prior to the release by the County of any lots for sale, conveyance or transfer.
- This plat restriction may be removed or rescinded by the Board of County Commissioners or, if permitted by the Subdivision Improvements Agreement, by the Planning and Community Development Department Director upon either approval of an alternative form of collateral or completion and preliminary acceptance by the El Paso Board of County Commissioners of all improvements required to be constructed and completed in accordance with said Subdivision Improvements Agreement. The partial release of lots for sale, conveyance or transfer may only be granted in accordance with any planned partial release of lots authorized by the Subdivision Improvements Agreement.
- A geologic hazard evaluation was prepared for this property by CTL/Thompson, Inc., final report dated September 8, 2022, and can be found in file SF-22-019 available at El Paso County Planning and Community Development Department. The property was not found to be impacted by geologic hazards that preclude development of the site as planned. Geologic hazards and constraints at the site may include expansive soils, collapsible soils, and undocumented fill. The potential geologic hazards were found to be sporadic at the site. The impact and potential mitigations of these geologic hazards should be evaluated by the geotechnical engineer performing the site specific, design-level geotechnical investigations.



Final Plat of  
**MAYBERRY, COLORADO SPRINGS FILING NO. 4**  
 Being a replat of Tract A, MAYBERRY, COLORADO SPRINGS FILING NO. 3  
 Lying the Northeast Quarter of Section 14, Township 14 South, Range 63 West of the 6th Principal Meridian  
 County of El Paso (Unincorporated), State of Colorado  
 AS PLATTED BY "MAYBERRY, COLORADO SPRINGS FILING NO. 3"



CLIENT REVIEW COPY 2/15/2023



**LEGEND**

	Set Survey Monument - 5/8" Rebar with Yellow Plastic Cap Stamped "PLS 38567"
	Found Survey Monument, As Noted
	Section Corner, As Noted
	Section Corner in Monument Box
	Reception Number
	Easement
	Subdivision Exterior Boundary Line
	Center Line
	Existing Platted Lot Line
	Existing Right-of-Way Line
	Section Line or Quarter-Section Line
	Existing Easement Line

**GENERAL NOTES**  
 1. See sheet 1 for General Notes

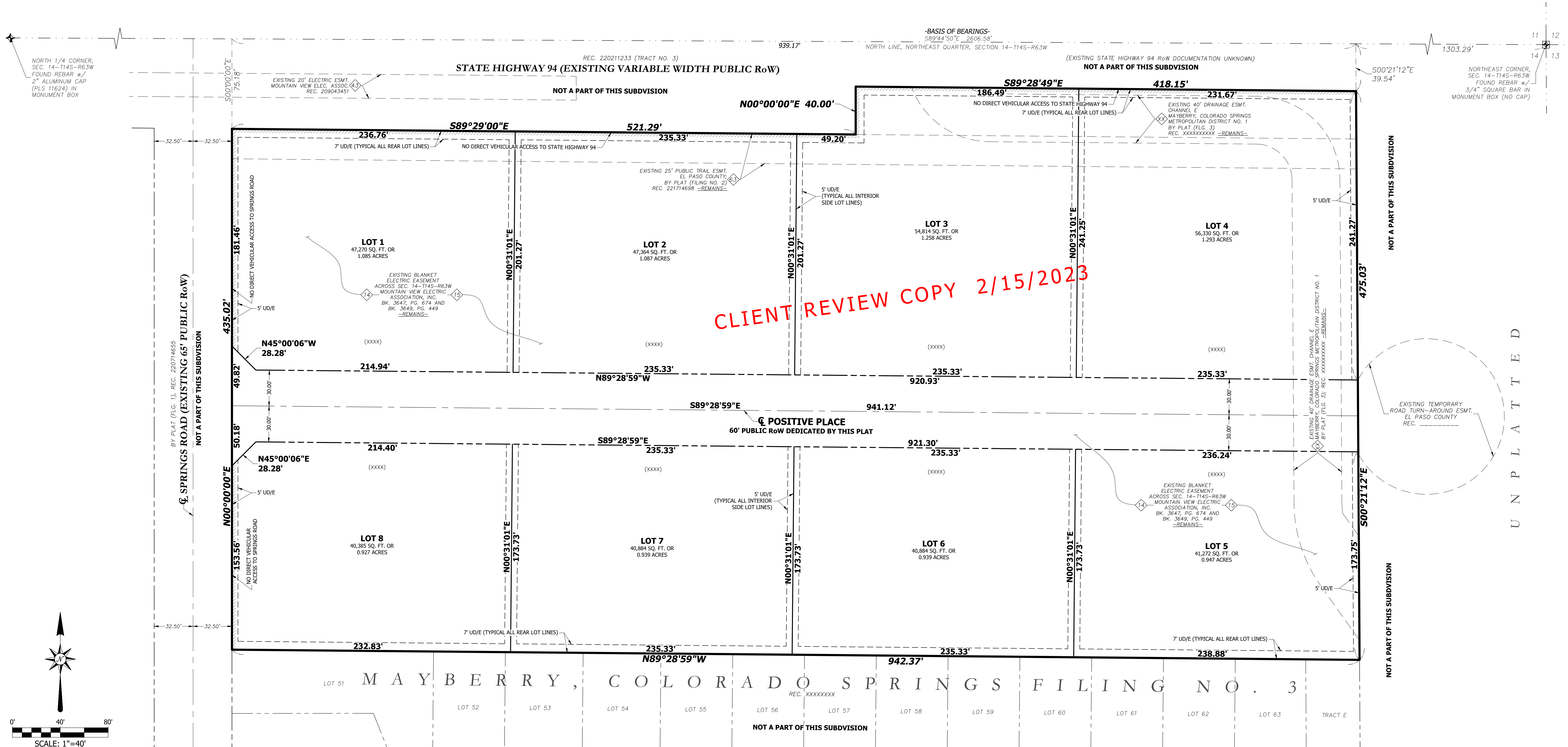
<b>R&amp;R ENGINEERS-SURVEYORS, INC.</b> 1635 W. 13TH AVENUE, SUITE 310 DENVER, COLORADO 80204 303-753-6730 www.rrengineers.com											
Sheet 2 of 3	File: MC22249-FP(Fig4)										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">REVISIONS</th> <th style="width: 20%;">Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		REVISIONS	Date								
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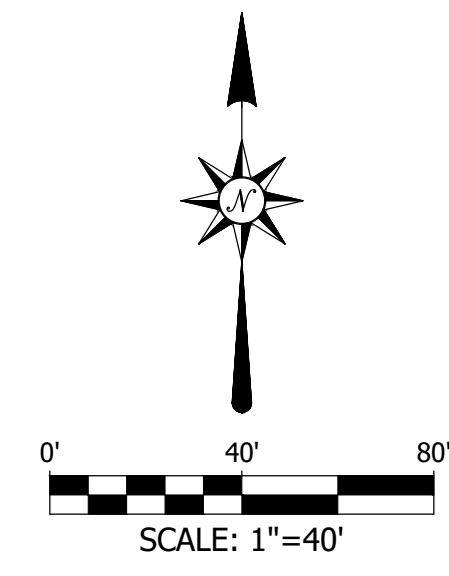


Final Plat of  
**MAYBERRY, COLORADO SPRINGS FILING NO. 4**  
 Being a replat of Tract A, MAYBERRY, COLORADO SPRINGS FILING NO. 3  
 Lying the Northeast Quarter of Section 14, Township 14 South, Range 63 West of the 6th Principal Meridian  
 County of El Paso (Unincorporated), State of Colorado

AS HEREBY REPLATTED



CLIENT REVIEW COPY 2/15/2023



**LEGEND**

- Set Survey Monument - 5/8" Rebar with Yellow Plastic Cap Stamped "PLS 38567"
- Found Survey Monument, As Noted
- ◆ Section Corner, As Noted
- ◆ Section Corner in Monument Box
- UD/E Utility and Drainage Easement dedicated by this plat
- SQ. FT. Square Feet
- (XXXX) Address (See Plat and Subdivision Note 9 on sheet 1)
- Subdivision Exterior Boundary Line
- Right-of-Way Line dedicated by this plat
- Lot Line established by this plat
- Easement Line dedicated by this plat
- Center Line
- Existing Platted Lot Line
- Existing Right-of-Way Line
- Section Line or Quarter-Section Line
- Existing Easement Line
- No Direct Vehicular Access

USE / AREA TABLE				
	Planned Use	Planned Ownership	Total Square Feet	Total Acres
Lots (8)	Commercial	Private	369,204	8.48
Right-of-Way	Public Road / Street	El Paso County	56,867	1.30
<b>Totals</b>			<b>426,071</b>	<b>9.78</b>

**GENERAL NOTES**

- See sheet 1 for General Notes

**R&R ENGINEERS-SURVEYORS, INC.**  
 1635 W. 13TH AVENUE, SUITE 310  
 DENVER, COLORADO 80204  
 303-753-6730  
 www.rrengineers.com

Sheet 3 of 3

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MC22249

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