

PETITION FOR INCLUSION INTO THE
DONALA WATER AND SANITATION DISTRICT

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner(s), being the fee owner(s) of one hundred percent (100%) of the real property described in Exhibit A attached hereto (the "Property") hereby requests that the Property be included in the Donala Water and Sanitation District ("District"), as provided by law, and states as follows:

1. That the Property is capable of being served with facilities of the District.
2. That assent to the inclusion of the Property in the District is hereby given by the undersigned, which constitutes the fee owners of one hundred percent (100%) of the Property.
3. That there shall be no withdrawal from this Petition after publication of notice of the filing thereof by the Board of Directors of the District, nor shall objections be filed thereto by Petitioner(s).
4. That the inclusion of the Property into the District shall be subject to all duly promulgated rules, regulations and rates of the District and, except as otherwise provided herein, shall be subject to the terms and conditions of an Inclusion Agreement to be entered into by and between the District and the Petitioner(s) prior to final consideration by the District for inclusion and submittal to the District Court requesting an Order for Inclusion, said Agreement including any statutory conditions of inclusion as well as all other terms and conditions established by the District and accepted by Petitioner(s).
5. That the real property owned by Petitioner(s) and sought to be included in the District is located in El Paso County, Colorado, and is accurately described in Exhibit A attached hereto and incorporated herein.
6. The Petitioner(s) hereby deposit(s) the sum of \$2,000 with the District to be applied to all costs of the inclusion proceedings.

Petitioner's - Owner's Name: Bill Hancock
Printed Name

Petitioner's - Owner's Address: 15220 Leatherheads Dr
Colo Spg Co 80921

By: Bill Hancock

Petitioner's – Owner's Signature

Billy G. Hancock

Petitioner's – Owner's Signature

STATE OF COLORADO)
)SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25th day of October,

2025, by Billy G. Hancock and N/A.

My Commission expires March 07, 2028

K. L. Jorgensen
Notary Public

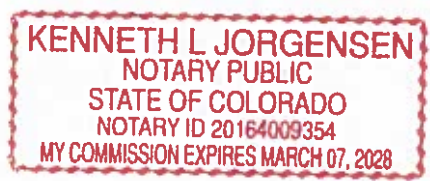


EXHIBIT A TO ORDER BY BOARD OF DIRECTORS

(Petition For Inclusion)

Legal Description: LOT 39 CHAPARRAL HILLS as recorded in Plat Book T-2 at Page 2 and under Reception No. 824585, all in the records of El Paso County, Colorado.



AGREEMENT FOR INCLUSION OF PROPERTY

This agreement for inclusion of property ("Agreement") is made this 4 day of November, 2025, between Donala Water and Sanitation District, a quasi-municipal corporation and special district organized and existing pursuant to the provisions of the Special District Act, § 32-1-101, et. seq., C.R.S. (the "District"), whose address is 15850 Holbein Drive, Colorado Springs, CO 80921, and Bill and Vickie Hancock, whose address is 15220 Leather Chaps Dr., Colorado Springs, CO 80921 (the "Owner").

Recitals

WHEREAS, the District is located in the County of El Paso, Colorado, and was organized to provide water and sewer service for the domestic and other public and private purposes by any available means and all necessary facilities, equipment and appurtenances thereto, to its residents and the owners of real property within the jurisdictional boundaries of the District; and

WHEREAS, the Owner is the fee owner of the property located at 15220 Leather Chaps Dr., Colorado Springs, Colorado and fully described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"). The Property is outside the jurisdictional boundaries of the District and capable of being served by the District's water system, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the District may agree to furnish water service to real property situated outside the District's jurisdictional boundaries subject to the inclusion of such property into the District, pursuant to the provisions of Part 4, of Article 1, Title 32, C.R.S. but is under no obligation or duty to do so; and

WHEREAS, the District, in exercising its statutory powers, may enter into contracts and agreements with the owners of real property seeking to include their property into the District and may, in its discretion, impose specific conditions for such inclusion; and

WHEREAS, the Owner has filed with the Board of Directors of the District, a Petition for Inclusion of the Property into the District (the "Petition"), and desires to obtain the benefits of public water service from the District, subject to the terms and conditions set forth; and

WHEREAS, the provision of water service by the District to the Property, in accordance with the terms of this Agreement, will be in the best public interest of the Owner and Property.

Agreement

NOW THEREFORE, for and in consideration of the premises and the promises and covenants hereinafter appearing to be kept and performed by the parties hereto, and other good and valuable consideration, the Owner and the District agree as follows:

1. The Owner represents that they are 100% of the owners of the Property.
2. Prior to consideration of the inclusion of the Property into the District by the Board of Directors of the District, the Owner shall fully comply with any and all District regulations governing the inclusion of real property into the District.
3. The District shall cooperate with the Owner in the inclusion process for the Property and shall take all necessary actions to proceed with the inclusion process, including, but not limited to, holding a public hearing to consider the Petition, within a reasonable period of time. It is understood, however, that the District may approve the Petition only after conducting the required public hearing and, following such hearing, may, in its sole discretion, approve, deny, or impose additional conditions on the Petition.
4. The Owner shall reimburse the District for all administrative, engineering, legal and other costs and expenses incurred in connection with the Owner's Petition for inclusion of the Property into the District. Such costs include, but are not limited to, publication fees, court costs and recording fees, preparation and review of this Agreement and the Petition by District's legal counsel. The District acknowledges receipt of a \$2,000.00 deposit from the Owner, to be applied to such costs. If the actual expenses are less than \$2,000.00, the District shall refund the excess to the Owner. If the expenses exceed \$2,000.00, the Owner shall pay the balance due to the District upon receipt of an invoice.
5. Upon entry of an order approving the Petition, the District shall request the El Paso District Court to issue the final Order of Inclusion. If this inclusion is denied by the District or by the El Paso County District Court, any water rights, real or personal property rights, or other interests intended to be transferred to the District by the Owner shall remain in the sole property of the Owner. Such transfer and conveyance shall be contingent upon the successful and final inclusion of the Property into the District. The Owner agrees to indemnify and hold the District harmless from all expenses, including any monetary judgments, incurred by the District in connection with any legal proceedings brought against the District specifically, directly, and solely as a result of this inclusion proceeding.
6. The Owner shall not be required to indemnify the District for any statements of opposition filed by third parties objecting to the District's adjudication of the water rights associated with the Property. The Owner reserves the right to join as a party to

the defense of any action brought against the District triggering this indemnification provision at the Owner's discretion. The District shall act in good faith, shall use its best efforts to defend against any actions triggering this indemnification provision, and shall make reasonable efforts to eliminate or decrease the Owners' liability and expenses that may result under this indemnification provision.

7. By execution of this Agreement, the District assumes no obligation and provides no warranties, expressed or implied, with regard to the adequacy of water service to be provided to the Property other than that generally extended to properties connected to the water system of the District. In particular the District makes no representation to any of its customers, including the Owner, or any other person or entity with regard to the adequacy of hydraulic flows or pressures available from the water system of the District, either presently or subsequently. However, water pressure and flows should be identical or very close to those provided by the District to its customers in the immediate vicinity. The Owner hereby releases, discharges and holds the District harmless from any obligation or liability to provide water service to the Property, except in accordance with the terms and conditions set forth herein.
8. The Owner specifically recognizes the District's rights, under certain legal circumstances, to refuse to provide water service to its customers, including this Property.
9. Within 20 days of the inclusion of the Property into the District, as evidenced by a recorded copy of the Order of the El Paso County District Court, but in all cases, prior to the District providing water service to the Property, the Owner shall convey to the District by quitclaim deed any and all adjudicated and/or unadjudicated water rights, on, under, or appurtenant to the Property, that have not already been conveyed to the District. The quitclaim deed shall expressly convey any and all water, water rights, and rights to extract and use Denver Basin Aquifer groundwater, whether nontributary, non-tributary, decreed or undecreed, used upon, related to, or appurtenant to the Property described herein. Additionally, the Owner will specifically acknowledge in the quitclaim deed that the deed represents the consent necessary to withdraw and/or adjudicate such Denver Basin water pursuant to § 37-90-137(4)(b)(II), C.R.S.
10. The Owner agrees to record a restrictive covenant, running with the land, that prohibits the construction of any well on the Property without the express prior written consent of the District. This restrictive covenant shall be binding upon the Owner and all successors, assigns and future owners of the Property.
11. The District shall provide potable water service for use exclusively within the Owner's residence and shall assess tap fees for such service. Any additional uses of water will be subject to additional fees. The Owner shall be solely responsible for the cost, construction and installation of all lines, pipes, extensions, wells, valves, equipment, and other infrastructure that the District determines to be necessary or desirable to provide

water service to the Property. All such construction and installation shall be completed in a timely manner and in full compliance with the District's applicable standards and specifications. The Owner shall provide to the District all construction plans and specifications for review and written approval prior to the commencement of any work. The District reserves the right to disapprove any selection of a contractor proposed to perform such work. The District reserves the right to inspect all construction and installation activities. If the work does not meet the District's standards, the District may withhold water service to the Property until the deficiencies are corrected to the District's satisfaction.

12. The District shall provide water service to the Property in the same fashion, according to the same rules and regulations, and same terms and conditions under which water service is generally provided to all residential water users in the District, except as specifically described herein. Consistent with treatment of other residential water users within the District, no other structures, such as garages, sheds and barns shall be supplied with water service. The Owner acknowledges, however, that water pressure may not be identical among all water users in the District, but should be identical or very close to that provided by the District to its customers in the immediate vicinity. If there is a difference between the terms and conditions under which water service generally provided to all water users in the District and the terms and conditions of this Agreement, then this Agreement shall control. Additional terms and conditions which shall apply to the Property include the following:
 - 12.1 The Property shall be assessed separate water service tap or connection fee, development fees, investment fees and installation fees, the amount of which shall be set by the District. Fees shall be due and paid-in-full to the District prior to the connection of service lines to the District main lines.
 - 12.2 The District may assess availability of service fees to the Property, subject to applicable laws.
 - 12.3 From the water main extension, the private water line shall be the responsibility of the Owner, and their successors and assigns and any future owner of the Property, and not the responsibility of the District. The private water line to serve the Property shall have a water meter, pressure regulator, and back-flow prevention device, to be provided by the District and paid for by the Owner or its respective successors.
 - 12.4 From the tap on the distribution line, the fire protection line shall be the responsibility of the Owner or its successors, and not the responsibility of the District. The District will maintain all external fire hydrants in accordance with District and fire department standards. The District may charge Owner for repairs and replacement.

- 12.5 The District shall assign the Property a private water account and shall bill the Owner in accordance with the then current rates established by the District.
- 12.6 The Property shall be subject to property tax assessments by the District at a mill levy rate equal to that imposed on properties receiving water services from the District. All such mill levies and rates are subject to change at the discretion of the District.
13. The terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the District and the Owner, its transferees, successors and assigns.
14. The Owner, and their respective successor and assigns, shall cooperate with the District regarding the inclusion of neighboring properties into the District in the future to allow for all necessary easement and rights of way across the Property and any adjacent lot(s) not currently being included into the District to accomplish such.
15. The terms and conditions set forth in this Agreement shall be and remain, covenants running with the Property.
16. If any provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the provisions hereof.
17. While the inclusion proceeding is pending and before the inclusion of the Property is formally included into the District, the Owner may not assign its rights and obligations under this Agreement, without the prior written consent of the District. Any involuntary transfer of the Owner's rights and obligations under this Agreement shall be cause for the District to terminate this Agreement, as its sole discretion.
18. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter herein, and all prior negotiations, representation, contract, understanding and agreement pertaining to such matter are merged into and superseded by the Agreement.
19. Any lawsuit brought regarding the meaning or enforcement of this Agreement shall be filed in the El Paso County District Court. In the event of litigation between the parties hereto, based upon or involving this Agreement, the Court shall award the prevailing party its costs and reasonable attorney's fees.
20. This Agreement shall be for the sole benefit of the parties hereto, and no other party, person, or entity is entitled to have any rights of benefits by reason of this Agreement as a third-party beneficiary or otherwise.

21. Any notice under this agreement shall be sent by, (a) certified mail, return receipt requested, or; (b) by a recognized overnight delivery service with customer tracking capability, or; (c) by hand delivery to:

If to the District: Donala Water and Sanitation District
Attn: Manager
15850 Holbein Drive
Colorado Springs, CO 80921

If to the Owner: Bill and Vickie Hancock
15220 Leather Chaps Dr.
Colorado Springs, CO 80921

[SIGNATURES ON FOLLOWING PAGES]

DONALA WATER AND SANITATION DISTRICT

By: Christina Hawker
President Acting General Manager

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 4 day of NOV
2025 by Christina Hawker as President of Donala Water and Sanitation District.
Acting General Manager

Witness my hand and official seal.

[Signature]
Notary Public

My Commission expires: July 6, 2026

RENEE M LAMOTTE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014004467
MY COMMISSION EXPIRES 07/06/2026

BILL AND VICKIE HANCOCK

By: B. G. Hancock
Vickie L. Hancock

STATE OF COLORADO)

) ss.

COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 25th day of October, 2025, by Billy G. Hancock as (Title) of (Company/Trust/etc.).
Vickie L. Hancock

Witness my hand and official seal.

KL Jorgensen
Notary Public

My Commission expires: March 07, 2028



229181

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF El Paso

I, Eliana Hero, being first duly sworn, deposes and says that she is the Legal Sales Representative of The Tri Lakes Tribune, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Tri Lakes Tribune; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper 1 time(s) to wit 10/15/2025

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.



Eliana Hero
Sales Center Agent

Subscribed and sworn to me this 11/14/2025, at said City of Colorado Springs, El Paso County, Colorado.

My commission expires December 15, 2025.



Karen Hogan
Notary Public
The Gazette



Document Authentication Number 20224024441-689937

PUBLIC NOTICE	
NOTICE OF OPEN MEETING ON PETITION FOR INCLUSION OF ADDITIONAL REAL PROPERTY WITHIN THE DONALA WATER AND SANITATION DISTRICT	
Notice is hereby given to all interested persons that a petition for inclusion of additional real property within the boundaries of the Donala Water and Sanitation District has been filed with the Board of Directors of the District. The Board of Directors has fixed the following date, time and place of an open meeting at which such petition shall be heard:	
Date:	November 20, 2025
Time:	1:30 pm
Place:	15950 Holbein Dr Colorado Springs, CO 80921
Petitioners:	Bill & Vickie Hancock 15220 Leather Chaps Dr Colorado Springs, CO 80921
The property to be included in the District is generally described as the following:	
LEGAL DESCRIPTION FOR 15220 LEATHER CHAPS DRIVE	
Lot 39, CHAPARRAL HILLS as recorded in Plat Book 7-2 at Page 2 and under Reception No. B24585, all in the records of El Paso County, Colorado.	
All interested parties may appear at such hearing to show cause in writing why such Petition should not be granted.	
By the Order of the Board of Directors of the Donala Water and Sanitation District.	
Dated: October 15, 2025	
By: /s/ Christina Hawker Acting General Manager of the District	
Published In The Gazette October 15, 2025.	

**BEFORE THE BOARD OF DIRECTORS
DONALA WATER AND SANITATION DISTRICT**

ORDER APPROVING INCLUSION OF TERRITORY

In accordance with § 32-1-401 C.R.S., a Petition for Inclusion of Land has been submitted to the Board of Directors of Donala Water and Sanitation District ("District") on behalf of the Bill and Vickie Hancock Living Trust, 100% fee owner of the land proposed for inclusion, a copy of which Petition is attached hereto as Exhibit A and incorporated herein by this reference. The land is more particularly described in the Petition attached hereto.

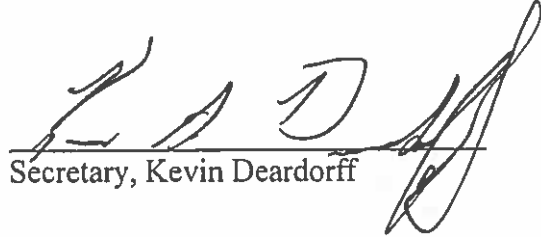
A public hearing on the Petition was held at 1:30 p.m. on November 20, 2025, at the office of the District, at 15850 Holden Drive, Colorado Springs, Colorado, after publication of notice of the filing of such Petition, and the place, time and date of such meeting, the name of the Petitioner and a description of the property to be included, in the Gazette on October 15, 2025, which proof of publication is attached hereto as Exhibit B and incorporated herein by this reference. No objections to the proposed inclusion were received. The subject property is capable of being served by the District facilities; and it is deemed to be in the best interests of the District and the taxpaying electors thereof that such Petition be granted.

It is therefore ordered by the Board of Directors of Donala Water and Sanitation District that such Petition be granted as to the real property described herein; that the boundaries of the District shall be enlarged by the inclusion of the real property described herein; and that the El Paso County District Court, in which Court an Order was entered establishing this District, be requested to enter an Order that the real property described herein be included within the District, subject to the terms and conditions of the Agreement for Inclusion of Property entered into on November 4, 2025, and attached hereto as Exhibit C and incorporated herein by reference, and subject to the following conditions:

1. The District shall provide potable water service subject to the terms and conditions of the Agreement for Inclusion of Property attached hereto.
2. Potable water service will be provided subject to the District's rules and regulations, and subject to payment of all District rates, fees, and charges. Any changes in service may be subject to additional fees by the District.

The foregoing order was entered by the Board of Directors of Donala Water and Sanitation District on November 20, 2025, by unanimous vote.

ATTEST:


Secretary, Kevin Deardorff

DONALA WATER AND SANITATION
DISTRICT


Vice President, William George

EXHIBIT A TO ORDER BY BOARD OF DIRECTORS

(Petition For Inclusion)

Legal Description: LOT 39 CHAPARRAL HILLS as recorded in Plat Book T-2 at Page 2 and under Reception No. 824585, all in the records of El Paso County, Colorado.

