



WATER RESOURCES REPORT

Eagle Rising Filing No. 1 Subdivision

EPC PARCEL#: 52290 00 034

November 20, 2023

Commercial Real Estate, Development and Construction Management

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1.0 INTRODUCTION & EXECUTIVE SUMMARY

The purpose of this report is to address the specific water needs of Eagle Rising Filing No. 1 subdivision of Parcel # 5229000034 in El Paso County, Colorado.

EXECUTIVE SUMMARY: The Park Forest Water District, a Colorado Special District water utility company in Black Forest, Colorado, formally included the entire property (approximately 70 acres) into the District in 2013. The District has more than adequate Court-decreed water rights, an augmentation plan in place for the indoor residential uses, the outdoor watering uses, the livestock, and community water uses plus the Eagle Rising property ponds, all based for a 300-year basis as required by El Paso County. Eagle Rising Filing No. 1 includes ten (10) lots of the up -to-eighteen lots at total build-out of the Eagle Rising community.

2.0 PROJECTED LAND USES

2.1 Projected Land Uses

The proposed Eagle Rising Filing 1 subdivision EPC PARCEL#: 52290 00 034 is located within portions of the E1/2 of Section 29, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado. In general, the subdivision is located south of the Park Forest Estates Filing 2 subdivision, east of the Eagle Wing Estates Subdivision, north of Highland Park Filings No. 1 & 2, and west of Highland Park Filing No. 3.

This report pertains to the part of the property that totals 35.283 acres (of the 70 acres), currently zoned RR-2.5 with a 2013 County approved Preliminary Plan for the entire 70.97 acre Eagle Rising Subdivision, with subsequent Reinstatements (and currently pending PCD File No. SP205). Please refer to the Final Plat Sheet 2 of 5 in Appendix A depicting the proposed subdivision.

3.0 WATER NEEDS & PROJECTED DEMANDS

3.1 Water Demand Summary

The proposed Eagle Rising Filing No. 1 Subdivision plans ten (10) residential lots ranging from 2.5 acres to 7.119 acres. Each lot will use approximately 0.35 AF/year, with 0.26 AF/year per lot for indoor use, 0.09 AF/year for irrigation, and 0.008 AF/year for up to 0.8 horses per lot. The total amount of water used per year for the subdivision can be up to 3.5 AF/year. The estimate is based on information provided in Chapter 8 of the El Paso County Land Development Code as well as Section 8 of the Findings and Order located in Appendix B. Water demands and wastewater loads are shown in Table 1 below.

Table 1 Summary of Expected Water Demands & Wastewater Loads

# of SFE's	Water					Wastewater
	Annual Indoor Use 0.26 (AF/YR/SFE) Note 1	Average Daily Indoor Use (GPD)	Irrigation 0.0566 (AF/1,000 SF) Note 2	Domestic Watering 0.0242 (AF/Horse/Year) Note 3	Total Indoor, Watering, & Irrigation (AF)	ADF (@ 90% Indoor Use (GPD))
10	2.6	2322	0.90	0.19	3.50	2090

Note 1: Per 8.4.7(B)(7)(d) of the EPC Land Development Code

Note 2: Per 8.4.7(B)(7)(d) of the EPC LDC, assuming 1500 ft² of irrigation per lot

Note 3: 8 horses based on barn stall availability supplied by well water authorized for up to 5 AF/year

3.2 Unit Water User Characteristics

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

3.3 Demand versus Supply

An overall demand of 3.5 acre-feet for the proposed subdivision is less than the amount of supply listed in the decrees, determinations, and Findings of Fact (provided in Appendix C) and is further discussed in Section 4.0 of this report. Because water is supplied by Park Forest Water District, actual usage is metered and billed by the District per usage.

4.0 WATER RIGHTS & SUPPLY

4.1 Water Rights

The 70 acre property was included into the Park Forest Water District in 2013 by Inclusion Agreement and the Water Rights adjudication decreed by the District Court, Water Division 2, Colorado Case Number 2014CW3010 see Appendix C.

4.2 Adequacy of Water Rights

Water Division 2 District Court Case 2014CW3010 obligates Park Forest Water District to supply 6.3 acre-feet per year for 18 lots (0.35 acre-fee/lot), 5 acre-feet per year well water for community purposes, and 13.33 acre-feet per year for ponds.

Conclusion:

Water Rights and Augmentation Plan are adequate to meet the estimated overall demand of 3.5 AF/year for Eagle Rising Filing No 1 Subdivision’s ten (10) lots, community purposes, and pond.

4.3 Park Forest Water District Will Serve Letters

Park Forest Water District submitted to the El Paso County Planning and Community Development Department its Will Serve Letter on August 13, 2014 committing to water service for the Eagle Rising Subdivision, see Appendix D.

Park Forest Water District further confirmed its commitment with an additional letter on December 10, 2021 see Appendix D.

The Eagle Rising Filing No 1 is within the Eagle Rising Subdivision and the Park Forest Water District see Appendix E and the Park Forest Water District Inclusion Agreement in Appendix F.

Conclusion:

Park Forest Water District is committed to serving the Eagle Rising Subdivision including the 10 lots of Eagle Rising Filing No. 1.

5.0 WATER SYSTEM FACILITIES & PHYSICAL SUPPLY

5.1 Source of Supply

The entire 70 acre property is supplied with water from Park Forest Water District’s central supply. Please see Table 2 for a list of Park Forest Water District Well information. Park Forest Water District reports on annual usage to the Colorado Department of Water Resources see Appendix G.

Park Forest Water District reported in 2019 (last year reported) 77.10 Acre Feet of water pumped of 667.04 Acre feet of annual water authorized.

Table 2: Colorado Department of Water Resources: Park Forest Water District Well Information 2019

State ID	Well Number	Well Location Address	Permit No.	Annual Total Acre Feet	Annual Water Authorized
6035	1	11465 Black Forest Rd	2064-F	5.50	32.74 AF
6036	2	11465 Black Forest Rd	21191-F	0.00	Not Operational? 64.5 AF
6037	3R	7340 McFerran Rd	58374-F	36.83	100 AF
6038	4	7275 McFerran Rd	58377-F	13.89	289.5 AF Total w/Well #5
6159	5	11465 Black Forest Rd	15606-F-R	20.88	289.5 AF Total w/Well #4
need ID's	ER1	Eagle Rising	203335	0.00	5 AF/yr incombo both eagle
need ID's	ER2	Eagle Rising	228940	0.00	5 AF/yr incombo both eagle
Future	DA-1			0.00	175.3 Total all DA wells
Future	DA-2			0.00	175.3 Total all DA wells
Future	DA-3			0.00	175.3 Total all DA wells
	Total			77.10	667.04

5.2 Water Storage

Park Forest Water District pumps from two water storage tanks. The Squires tank is 120,000-gallon capacity and built in 1974. The Price Plant built in 1996 is 140,000-gallon capacity. Both facilities are operated and maintained by Park Forest Water District. The tanks are cleaned annually and are in good condition per the Park Forest Water District operator Lynn Willow ORC.

5.3 Distribution, Pumping & Transmission Lines

Water supply for the ten (10) lots will be met from water from Park Forest Water District via an existing 8" water pipeline system, along with six (6) existing fire hydrants that were all constructed by Applicant in 2014, and then formally accepted by the Park Forest Water District in 2014. The single-family residence built in 2005, that is on this property, has been served by the Park Forest Water District since 2014. The entire 70 acres of the property has paid real estate taxes to the Park Forest Water District since 2013. See Appendix H.

5.4 Water Quality / Treatment

Park Forest Water District is required to comply to Colorado Department Water Code. Please find Park Forest Water Districts 2023 Drinking Water Quality Report in Appendix I. Lead and Copper test report can be found in Appendix J.

The Park Forest Water District Official Responsible Official in Charge (ORC) treats District water, and the ORC reports to the Colorado Public Health Department, and to the District's customers and its Board.

5.5 Evidence of Short-Term Supply for Fire

Fire hydrants supplied by Park Forest Water District's central water system on the Eagle Rising property are located within 500 feet of prospective house sites and the existing houses, barn, and other structures. 1 1/2" service lines are available for each house to install a fire suppression system for human safety. The Park Forest Water District will provide Water Service for fire hydrants, Fire Service Lines and other facilities used exclusively for fire suppression at such pressure, and at such rates of flow, as may be available from time to time as a result of the operation of the District's System. The District does not warrant or guarantee, and does hereby expressly disclaim any warranty or guarantee of, any pressure or range of pressures, or rate of flow.

Adjacent to the proposed Eagle Rising Filing No. 1, are two ponds with approximately 20-acre feet of water when full, which can be accessed by Fire Departments and Military/State fire helicopters. Additional on-site mobile equipment owned by the Applicant include two 2" pumps and one 3" water pump to supply fire hoses with water from ponds or fire hydrants, as needed in emergencies. Furthermore, the Black Forest Fire Department is located approximately 2 miles from the property with access to the site via Kurie Road on the north and Eagle Wing Drive on the west. Additional water supplies can be accessed through Highland Park Subdivisions with their pond and its Fire Department-accessible hydrant, and the near-by City of Colorado Springs.

6.0 EL PASO COUNTY MASTER PLANNING ELEMENTS

6.1 County Water Master Plan 2040 & 2060 Projections

The subject property lies within the El Paso County Water Master Planning area, Region #1.

6.2 Buildout (including 2040 & 2060 buildout)

Expected buildout of the entire property is eighteen (18) lots. Demands for the entire subdivision at full build-out are explained in the Colorado District Court Water Decree 00CW18, which describes a total demand of 6.3 AF/year.

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

Per El Paso County criteria, the 300-year supply of water for the subject property is more than adequate for full buildout, which would include both the 2040 and 2060 scenarios. The proposed supply in the Denver aquifer is based on non-renewable sources.

If needed beyond the 300-year supply, the Park Forest Water District has non-tributary water rights in the Arapahoe and Laramie-Fox Hills formations. Please refer to the District Court, Water Division 2, Colorado Case Number 2014CW3010 in Appendix C for water rights applicant contributed to the Park Forest Water District upon inclusion.

6.4 Water System Interconnects

The closest source for a potential interconnect is Colorado Springs Utilities water line approximately one-half mile west, and the Cherokee Water District's 24" water pipeline is located approximately one-half mile east.

7.0 CONCLUSION

Eagle Rising Filing No. 1 has adequate water supply to meet the water requirements of the ten (10) lot subdivision on a 300-year basis, as it is part of the Park Forest Water District, which has committed to serve this property since 2013.

Respectfully submitted,

NEXT LEVEL DEVELOPMENT, INC.



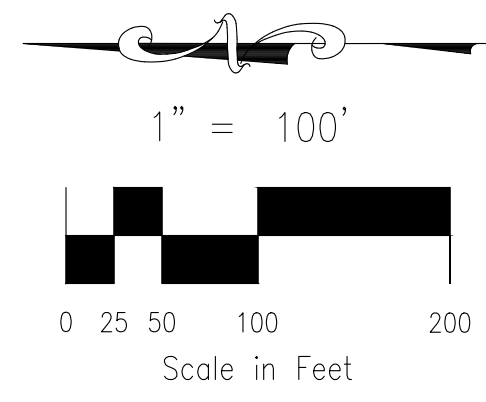
Wayne M. Timura, P.E.

Principal

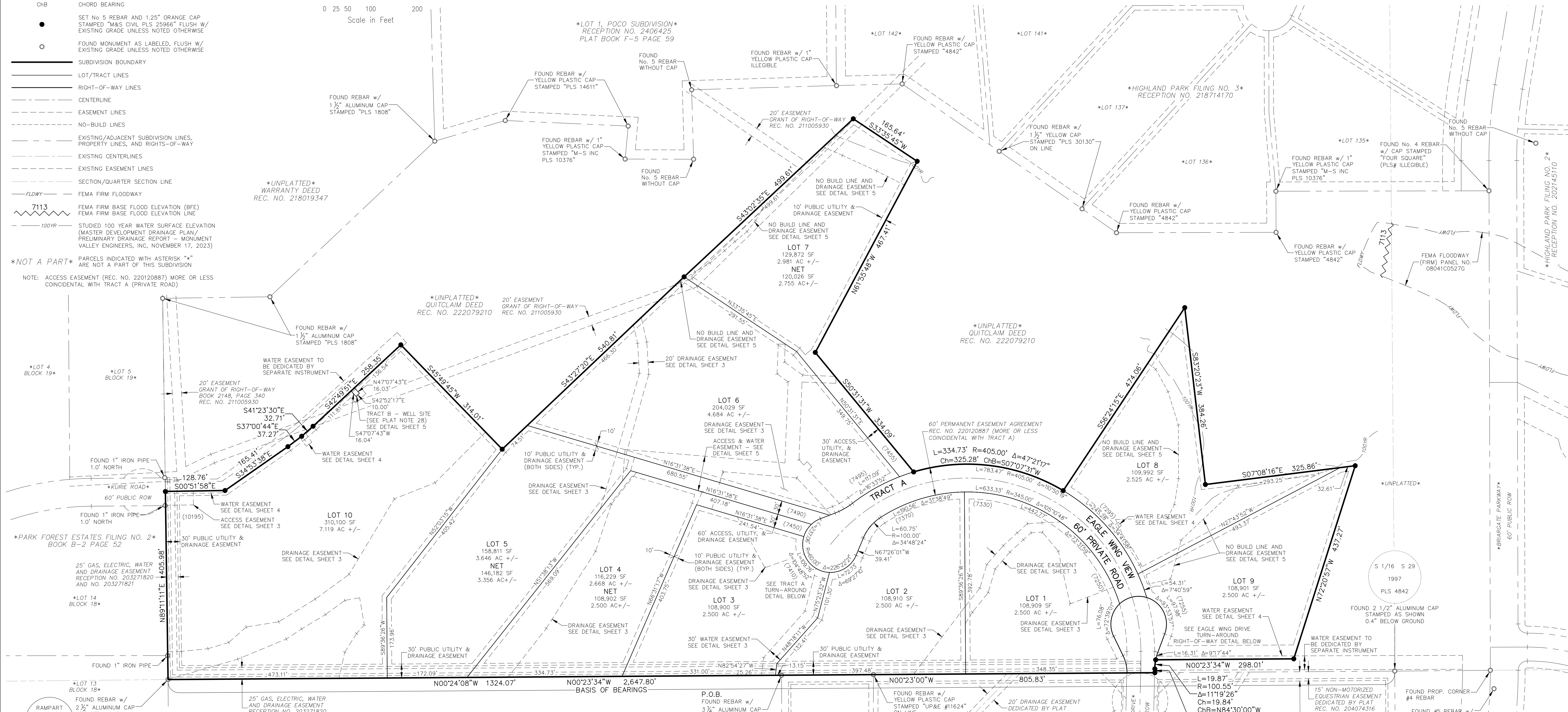
APPENDIX A – Land Use Exhibit

LEGEND:

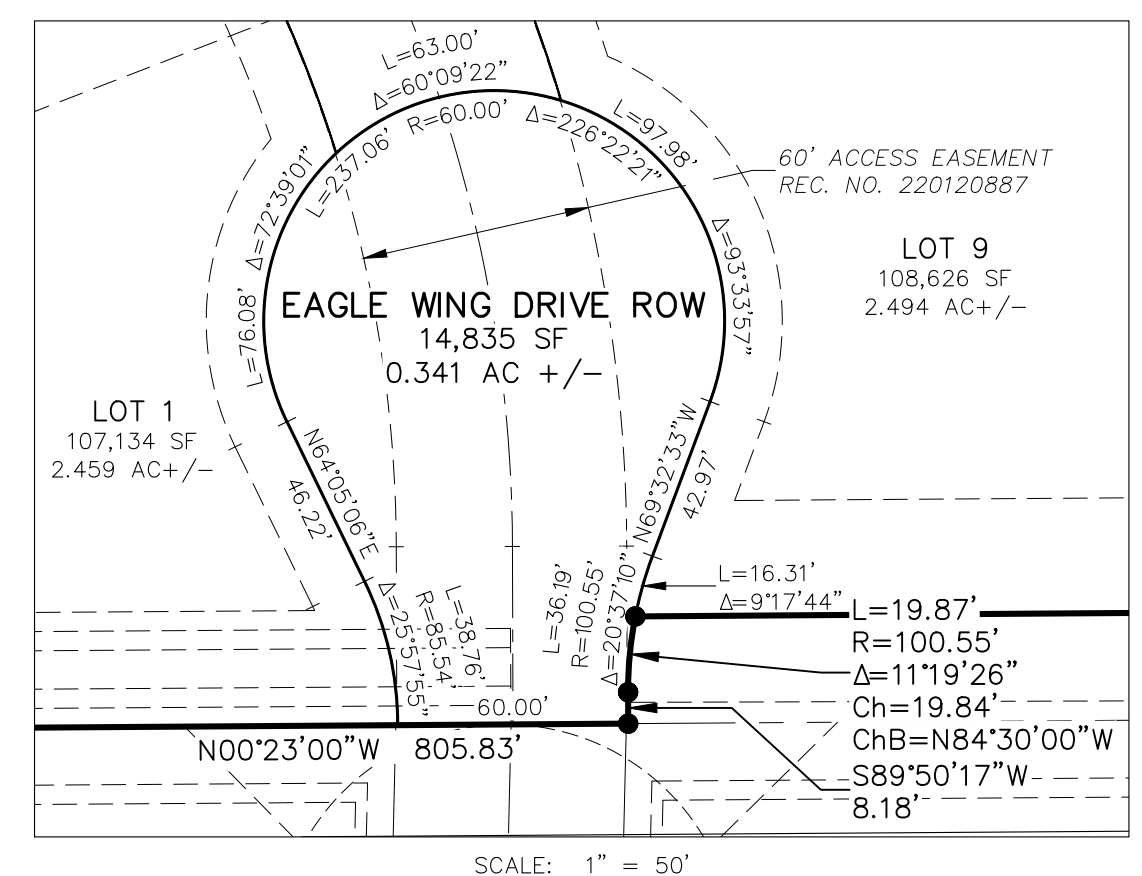
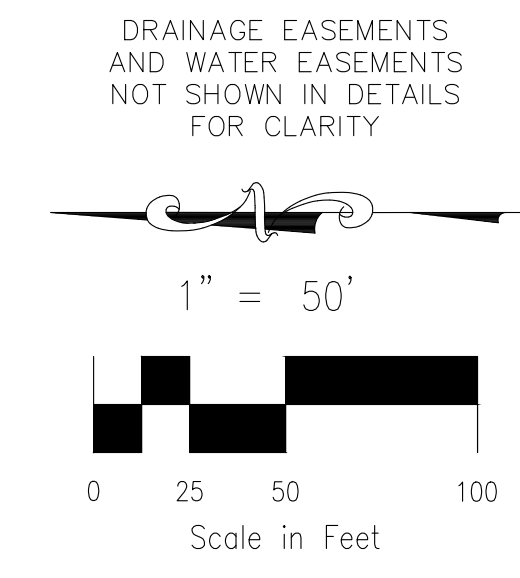
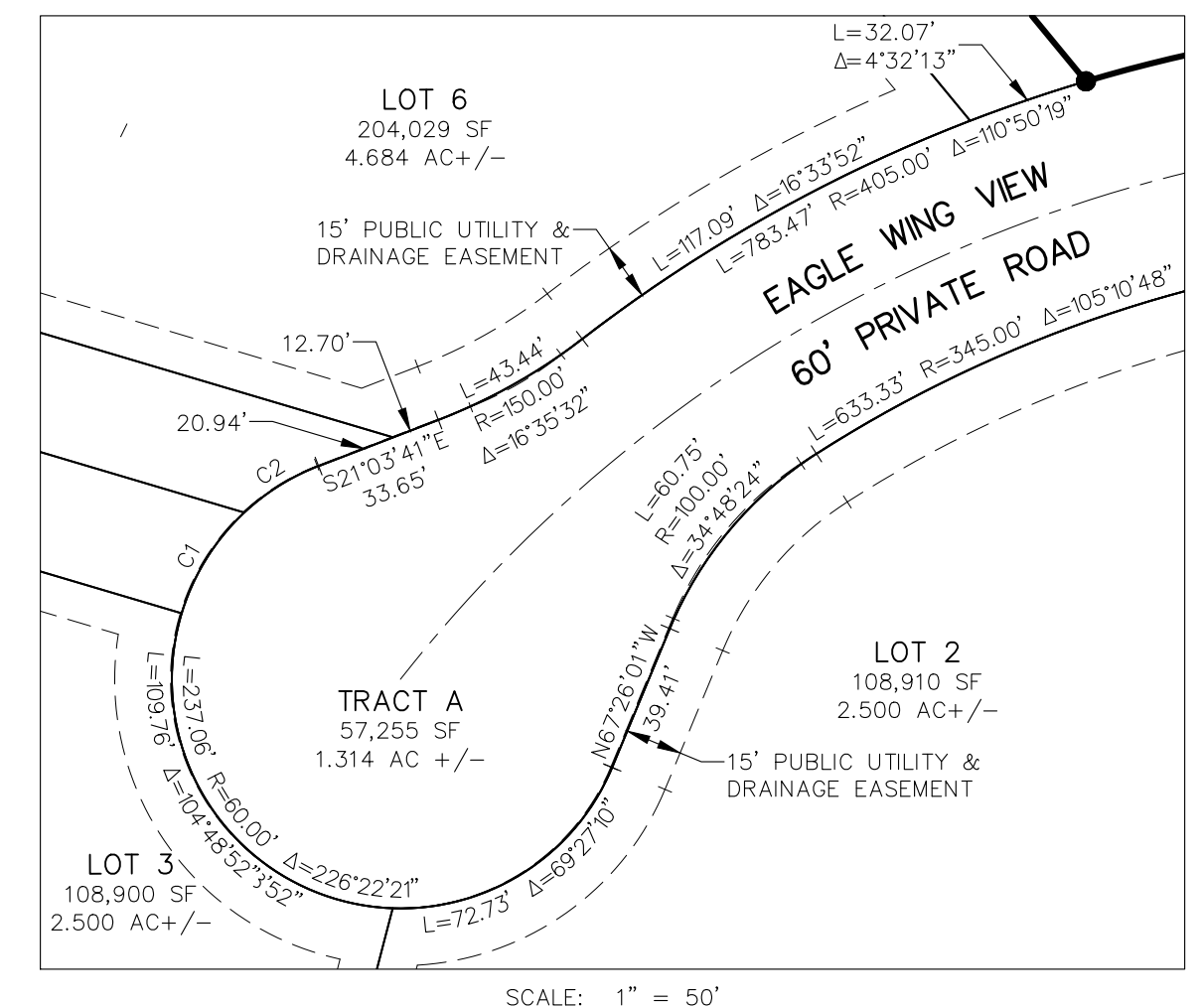
- SF SQUARE FEET
- (R) RADIAL BEARING
- (0000) ADDRESS
- Ch CHORD
- ChB CHORD BEARING
- SET No. 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
- FOUND MONUMENT AS LABELED, FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
- SUBDIVISION BOUNDARY
- LOT/TRACT LINES
- RIGHT-OF-WAY LINES
- CENTERLINE
- EASEMENT LINES
- NO-BUILD LINES
- EXISTING/ADJACENT SUBDIVISION LINES, PROPERTY LINES, AND RIGHTS-OF-WAY
- EXISTING CENTERLINES
- EXISTING EASEMENT LINES
- SECTION/QUARTER SECTION LINE
- FLDWY FEMA FIRM FLOODWAY
- 7113 FEMA FIRM BASE FLOOD ELEVATION (BFE)
- 100YR FEMA FIRM BASE FLOOD ELEVATION LINE
- 100YR STUDIED 100 YEAR WATER SURFACE ELEVATION (MASTER DEVELOPMENT DRAINAGE PLAN/ PRELIMINARY DRAINAGE REPORT - MONUMENT VALLEY ENGINEERS, INC, NOVEMBER 17, 2023)



EAGLE RISING FILING NO. 1
 A PORTION OF THE EAST HALF (E 1/2) OF SECTION 29, TOWNSHIP 12 SOUTH,
 RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO



LOT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	31.47	60.00	30°02'53"
C2	23.10	60.00	22°03'26"



ADDRESSES FOR LOTS 1 AND 9 ARE ON EAGLE WING DRIVE.
 ADDRESSES FOR LOTS 2 THROUGH 8 ARE ON EAGLE WING VIEW.
 ADDRESS FOR LOT 10 IS ON KURIE DRIVE.

EAGLE RISING FILING NO. 1
 FINAL PLAT
 JOB NO. 43-043
 DATE PREPARED: 06/30/2022 DATE REVISED: 11/20/2023
 DATE REVISED: 01/31/2023
 DATE REVISED: 03/14/2023
 DATE REVISED: 07/17/2023
 DATE REVISED: 08/28/2023
 PCD FIL. NO. SF-22-25

212 N. WAHSATCH AVE., STE 305
 COLORADO SPRINGS, CO 80903
 PHONE: 719.955.5485

SHEET 2 OF 5

File: C:\30033A\Eagle Rising\Draw\43043 Eagle Rising No. 1 Final.dwg Plotstamp: 11/20/2023 2:36 PM

APPENDIX B – Water Supply Information Summary (SEO Form)

FORM NO.
GWS-76
02/2005

WATER SUPPLY INFORMATION SUMMARY

STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

1313 Sherman St., Room 818, Denver, CO 80203
Phone – Info (303) 866-3587 Main (303) 866-3581 Fax (303) 866-3589 <http://www.water.state.co.us>

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

1. NAME OF DEVELOPMENT AS PROPOSED: *Eagle Rising Filing No. 1*

2. LAND USE ACTION: *Final Plat Application*

3. NAME OF EXISTING PARCEL AS RECORDED:
SUBDIVISION: _____, FILING (UNIT) _____, BLOCK _____, LOT _____

4. TOTAL ACREAGE: *35.3 ac* 5. NUMBER OF LOTS PROPOSED: *10* PLAT MAP ENCLOSED? YES or NO

6. PARCEL HISTORY – Please attach copies of deeds, plats, or other evidence or documentation.

A. Was parcel recorded with county prior to June 1, 1972? YES or NO

B. Has the parcel ever been part of a division of land action since June 1, 1972? YES or NO

If yes, describe the previous action:

7. LOCATION OF PARCEL – Include a map delineating the project area and tie to a section corner.

 1/4 of the NE 1/4, Section 29, Township 12 N or S, Range 65 E or W

Principal Meridian: Sixth New Mexico Ute Costilla

Optional GPS Location: GPS Unit must use the following settings: Format must be **UTM**, Units must be **meters**, Datum must be **NAD83**, Unit must be set to **true N**, Zone 12 or Zone 13 Easting: _____ Northing: _____

8. PLAT – Location of all wells on property must be plotted and permit numbers provided.

Surveyor's Plat: YES or NO If not, scaled hand drawn sketch: YES or NO

9. ESTIMATED WATER REQUIREMENTS

USE	WATER REQUIREMENTS	
	Gallons per Day	Acre-Feet per Year
HOUSEHOLD USE # <u>10</u> of units	_____	<u>3.00</u>
COMMERCIAL USE # _____ of S. F	_____	_____
IRRIGATION # <u>0.4588</u> of acres	_____	<u>1.00</u>
STOCK WATERING # _____ of head	_____	_____
OTHER: _____	_____	_____
TOTAL	_____	<u>4.00</u>

10. WATER SUPPLY SOURCE

EXISTING WELL DEVELOPED SPRING

WELL PERMIT NUMBERS

MUNICIPAL
 ASSOCIATION
 COMPANY

DISTRICT
NAME Park Forest Water
LETTER OF COMMITMENT FOR SERVICE YES or NO

NEW WELLS -

PROPOSED AQUIFERS – (CHECK ONE)

ALLUVIAL UPPER ARAPAHOE
 UPPER DAWSON LOWER ARAPAHOE
 LOWER DAWSON LARAMIE FOX HILLS
 DENVER DAKOTA
 OTHER: _____

WATER COURT DECREE CASE NUMBERS:

11. WAS AN ENGINEER'S WATER SUPPLY REPORT DEVELOPED? YES or NO IF YES, PLEASE FORWARD WITH THIS FORM. (This may be required before our review is completed.)

12. TYPE OF SEWAGE DISPOSAL SYSTEM

SEPTIC TANK/LEACH FIELD

LAGOON

ENGINEERED SYSTEM (Attach a copy of engineering design.)

CENTRAL SYSTEM
DISTRICT NAME: _____

VAULT

LOCATION SEWAGE HAULED TO: _____

OTHER:

APPENDIX C - Determinations & Decrees

DISTRICT COURT, WATER DIVISION NO. 2, COLORADO
Judicial Building
501 North Elizabeth Street, Suite 116
Pueblo, Colorado 81003

CONCERNING THE APPLICATION OF: PARK FOREST
WATER DISTRICT, IN EL PASO COUNTY, COLORADO

COURT USE ONLY

Case Number: 2014CW3010
(00CW18)

**FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE,
JUDGMENT AND DECREE**

FINDINGS OF FACT

1. The Park Forest Water District ("District" or "Park Forest") filed an Application in this matter on February 28, 2014. Timely and adequate notice of this Application was duly published as required by statute on March 12, 2014, and publication costs have been paid. The Court has jurisdiction over the matters raised in the Application and all parties affected thereby, whether they have appeared or not. The lands and water rights involved in this Application are located within the boundaries of the Denver Basin, but are not located within the boundaries of a designated ground water basin.

2. The time for filing a Statement of Opposition expired on April 30, 2014. The City of Colorado Springs, acting through its enterprise entity Colorado Springs Utilities ("City"), filed a Statement of Opposition in the case on April 3, 2014. On March 2, 2015 a stipulation was filed with this Court in which the City agreed to entry to a final Decree containing terms no less stringent than those set forth herein. A Consultation Report was filed by the Division Engineer for Water Division 2 with the Court on May 8, 2014 and the Court has taken the same into consideration herein.

3. In November 2013, Park Forest incorporated additional lands into the District. Associated with the included lands were previously adjudicated groundwater water rights (Case No. 00CW84) and an augmentation plan (Case No. 10CW24), which Park Forest intends to incorporate into its existing water rights portfolio. Accordingly, in the Application for this case, Park Forest seeks to: 1) amend the plan for augmentation decreed in Case No. 00CW18, Water Division 2 to augment water use on the newly included property; 2) allow for Park Forest's use of the water rights previously adjudicated in Case No. 00CW84, Water Division 2, conveyed to Park Forest District that are associated with the property approved for inclusion into its service area in November 2013; and 3) abandon the previous augmentation plan associated with the newly included property decreed in Case No. 10CW24, Water Division 2. This amendment increases the land area to be served under the current augmentation plan and adds two (2) wells and three (3) ponds that are located on the newly included property. These structures are identified as follows:

A. Well permit # 203335

i. Legal description: SW1/4 NE1/4 Section 29, Township 12 South, Range 65 West of the 6th P.M., a distance of approximately 1980 feet from the north section line and 1840 feet from the east section line.

ii. Source: Dawson aquifer

iii. Proposed amount: 15 gpm, up to a maximum of five (5) acre-feet annually in combination with current well permit # 228940

iv. Proposed Use: Irrigation, fire protection, recreation, stock watering

B. Well permit # 228940

i. Legal description: NW1/4 SE1/4 Section 29, Township 12 South, Range 65 West of the 6th P.M., a distance of approximately 1420 feet from the south section line and 2100 feet from the east section line.

ii. Source: Dawson aquifer

iii. Amount: 15 gpm, up to a maximum of five (5) acre-feet annually in combination with current well permit # 203335

iv. Proposed Use: Irrigation, fire protection, recreation, stock watering

C. Eagle Rising Pond No. 1 aka North Pond

i. Legal description: NE1/4 NW1/4 Section 29, Township 12 South, Range 65 West of the 6th P.M. UTM coordinates: 38°58'39.78" Northing, - 104°41'41.88" Easting (NAD 83).

ii. Source: Cottonwood Creek

iii. Pond surface: 2.07 acres

iv. Use: Storage, piscatorial, recreation, fire protection, augmentation releases and exchange

D. Eagle Rising Pond No. 2 aka South Pond

i. Legal description: NE1/4 NW1/4 Section 29, Township 12 South, Range 65 West of the 6th P.M. UTM coordinates: 38°58'22.02" Northing, - 104°41'18.48" Easting (NAD 83).

ii. Source: Cottonwood Creek

iii. Pond surface: 2.69 acres

iv. Use: Storage, piscatorial, recreation, fire protection, augmentation releases and exchange

E. Eagle Rising Pond No. 3 aka Stock Pond

i. Legal description: NE1/4 NW1/4 Section 29, Township 12 South, Range 65 West of the 6th P.M. UTM coordinates: 38°58'35.76" Northing, - 104°41'24.00" Easting (NAD 83).

ii. Source: Cottonwood Creek

iii. Pond surface: 0.24 acre

iv. Use: Storage, piscatorial, recreation, fire protection, augmentation releases and exchange

4. The District's Application seeks to add the above wells and ponds to the District's current augmentation plan and add up to 18 additional residential taps to the District's current plan. As described in the Application, the District approved the inclusion of 70.8 acres of land contiguous to the District upon which the above wells and

ponds are located. The orders approving the inclusion as adopted by the District and the El Paso County District Court, respectively, were filed with the Application. The inclusion as approved increased the District's service area to a total of 885.4 acres.

5. The current property owners intend to develop the newly included property as a residential subdivision for up to 18 lots, with potable water service to be provided by the District. The Park Forest water system operates under the current augmentation plan approved in Case No. 00CW18; paragraph 43 of that decree allows the District to pump up to 175.3 acre-feet per year of not-nontributary Dawson aquifer water, or 17,530 acre-feet cumulatively, and 70.7 acre-feet of not-nontributary Arapahoe aquifer water, or 7,070 acre-feet cumulatively. Pursuant to paragraph 17 of the District's current decree, the District intends to continue using septic return flows to augment the above wells, the ponds, and the additional residential taps as identified in paragraph 3 above. Such return flows may include those produced from use of the water and water rights conveyed to the District by the current property owner.

6. As a condition of inclusion, the current property owners conveyed all water and water rights underlying or appurtenant to the inclusion property. The Denver Basin ground water rights associated with the property previously were adjudicated for all beneficial uses in Case No. 00CW84, Water Division 2. Per paragraph 17 of that decree, the adjudicated uses for these rights include augmentation and exchange, and the return flows to be used under this amended plan may include using return flows created from use of the water and water rights adjudicated in Case No. 00CW84. The District will use such water and water rights consistent with the terms and conditions contained in the District's current augmentation plan approved in Case No. 00CW18. The District specifically reserves the right to use the water rights previously adjudicated in Case No. 00CW84 for all beneficial uses as decreed pursuant to paragraph 17 of that decree so long as any use of the not-nontributary water adjudicated thereunder is augmented. The volume of Dawson aquifer available for use under this decree, after deductions for prior use of water use by wells identified in paragraph 7 below, is 1,906 acre-feet, or 19.06 acre-feet annually.¹

7. As regarding the current wells located on the inclusion property identified in paragraph 3 above (current permit #s 203335 and 228940), the Court finds that under paragraph 7 of the inclusion agreement between the District and the current property

¹ Presuming each well diverted the maximum allowable under each permit and per footnote 1 of the decree in Case No. 00CW84, a maximum of 41 acre-feet would have been diverted under permit # 203335 and 33 acre-feet under permit # 228940 for a total of 74 acre-feet. Per the decree in Case No. 00CW84, the total amount of not-nontributary Dawson aquifer water available under the inclusion property based on a 100-year supply is 1,980 acre-feet. Subtracting 74 acre-feet of prior diversions from the not-nontributary Dawson ground water quantification and discounting the previously agreed upon reduction of the aquifer quantification pursuant to footnote 1 of the Case No. 00CW84 decree, the total current amount available is 1,906 acre-feet (1,980 - 74 = 1,906); adjusting this figure to allow for well withdrawals over a 100-year period, the revised total annual amount available to the District is 19.06 acre-feet based on a 100-year supply from the date of this Ruling and Decree.

owners, the District is obligated to augment up to four (4) acre-feet of water annually based on a maximum of five (5) acre-feet of withdrawals from these wells or eighty-five percent (85%) of actual, annual well pumping, whichever is less. Pursuant to paragraph 15 of the decree entered in Case No. 00CW84, a court-approved augmentation plan is required to withdraw water from the not-nontributary aquifers underlying the property, and according to the well construction reports filed under these well permit numbers both wells were constructed into the Dawson aquifer. To comply with this requirement, the District agrees to augment these wells pursuant to paragraph 17 of the District's current augmentation plan decree approved in Case No. 00CW18.

8. The District's current augmentation plan approved in Case No. 00CW18 allows the District to augment pond evaporation for certain ponds specifically identified in that decree. Paragraph 26 of that decree indicates that average annual net evaporative loss is 32 inches, or 13.33 acre-feet for 5 acres of pond surface area for the three (3) ponds identified above. Paragraph 46 of that decree also allows the District to add or delete ponds to be augmented so long as the ponds are located within the District's current service area boundaries. As the Eagle Rising ponds are now within the Park Forest boundaries, evaporative losses from these ponds will be augmented by the District's return flows consistent with paragraph 17 of the current plan decreed in Case No. 00CW18. The District does not seek new water storage rights for the pond structures in this case, and the District is simply replacing the evaporative loss from each pond.

9. Per paragraph 14 of the decree in Case No. 00CW18, up to 955.3 acre-feet is potentially available annually to the District's water system. The District has five (5) wells connected to its water system (identified as Well #s 1 - 5) of which four (4) wells currently supply the District's system. Currently there are 286 residential taps connected to the District's system. Between October 2008 and October 2013 the District's water system produced an average of 92.5 acre-feet annually, and when accounting for commercial water use the District supplies an average of about 0.35 acre-feet per residential tap connection.²

10. Presuming 18 lots are developed within the new subdivision and an annual supply of 0.35 acre-feet per lot, the District's system would supply a total of 6.3 acre-feet to the new lots. The District's current augmentation plan presumes ten percent (10%) of all well pumping is consumed through the use of non-evaporative

² The District's system also supplies 19 commercial taps, 12 of which use less than 10,000 gallons per quarter of each year with the other 7 taps using more than 10,000 gallons per quarter. Total commercial demand is not separated from total annual pumping in the District's water use accounting, however, if each commercial tap is treated as using the 10,000-gallon minimum per quarter the total annual use by commercial taps would equal 2.33 acre-feet, or about 2.5% of the District's average annual water use. If this presumed commercial use were subtracted from the average annual total use, the residential tap use would be slightly below 0.32 acre-feet per tap. To account for the comparatively small commercial use, the District is using 0.35 acre-feet per tap, which is a greater demand per residential tap, to determine the new subdivision's projected water supply and augmentation requirements.

septic systems located within the District. Presuming 18 lots are developed, an average of 0.35 acre-feet of water for each lot per year is supplied and septic systems that are similar to those within the District are installed, a total of 0.63 acre-feet per year of additional water would be consumed by the new residences. When added to well depletions and pond evaporation loss, total depletions associated with the new subdivision will equal a maximum of 17.96 acre-feet at full build out (4 acre-feet for well augmentation + 13.33 acre-feet for pond evaporation + 0.63 acre-feet consumed by septic systems = 17.96 acre-feet). After accounting for water consumed by septic systems, a total of up to 5.67 acre-feet of additional return flows would be available to augment the new subdivision at full build-out, requiring the District to provide up to an additional 12.29 acre-feet per year of augmentation water to replace these depletions using current and future excess return flow credits pursuant to the decree in Case No. 00CW18.

11. Return flows from existing septic systems within the District currently are used as augmentation credit to replace stream depletions caused by the District's well pumping and water consumed by the existing septic systems. According to well pumping records submitted by the District with the Application herein, annual net stream accretions totaled 34.5 acre-feet for 2010 - 2011, 29.66 acre-feet for 2011 - 2012 and 41.83 acre-feet for 2012 - 2013 after accounting for water consumption and well pumping impacts. Under its current operations, the District's water system produces sufficient excess augmentation credits to fully augment the ponds and wells described in paragraph 3 above. Since the District currently produces excess return flow credits that are greater than required to fully augment water use under full build-out conditions on the inclusion property, the Court finds and concludes that no injury will occur to any vested water rights on Cottonwood Creek located downstream of the inclusion property.³ As residents move into the new subdivision, increased pumping of the District's water system wells will occur and in turn generate up to an additional 5.67 acre-feet of excess return flow credits as described in paragraph 10 above. These excess credits also may be used as necessary to augment the above wells, the Eagle Rising ponds and the additional residential taps.

12. The District agrees to operate the amended augmentation plan consistent with the terms and conditions approved in Case No. 00CW18. Specifically, not less than annually the District shall complete and submit accounting forms to the State Engineer that are the same as or similar to the forms the District currently uses and

³ The District is aware of a pond structure located on the channel of Cottonwood Creek known as the Highland Park pond. This pond was decreed a storage right in Case No. 97CW148, Water Division 2. Per paragraph 28 of the final decree entered in that case, the pond relies on "runoff, surface and underground return flows, natural precipitation" and ground water pumping. Prior excess return flow credits from the District's water system have supplied the Highland Park pond with water and will continue to do so in the future. Except in the unlikely event the District's return flow credits are insufficient, evaporative loss from the Eagle Rising ponds will be fully replaced and thus prevent injury to the Highland Park pond.

submits. Such forms shall show ground water withdrawals, stream depletions, return flows, net stream depletions, the amount required for augmenting all pond evaporation loss within the Park Forest service area including the Eagle Rising ponds, and any excess consumable return flows. The District agrees to update its current accounting forms to include the existing wells and ponds located on the inclusion property, and to otherwise update the forms as necessary in the future.

CONCLUSIONS OF LAW

13. The Court has jurisdiction in this matter pursuant to C.R.S. § 37-92-203(1).

14. The Application in this matter is one contemplated by law. C.R.S. § 37-92-302(1).

15. The Court finds that the Ruling and Decree proposed by the District in this matter complies with the requirements set forth in C.R.S. §37-90-137(9)(c). The Court has also considered the District's proposed use of the water by the wells and the Eagle Rising ponds described in paragraph 3 above, in quantity and time, the amount and timing of augmentation water to be provided, and whether injury would be caused to any owner of or other person entitled to use water under a vested water right or a conditionally decreed water right. The Court finds that under the plan for augmentation approved in Case No. 00CW18 and as amended herein, no such injury will occur and that the Decree proposed by the District complies with C.R.S. § 37-92-305(6)(a) and § 37-92-305(8).

RULING

16. The provisions of paragraphs 1-15 above are incorporated herein and made a part of the Court's Ruling.

17. The District's request to amend the plan for augmentation as described in paragraphs 5-12 above is hereby granted subject to the terms and conditions set forth herein.

18. The wells and the Eagle Rising ponds described in paragraph 3 above shall be augmented consistent with the requirements set forth in paragraph 17 of the final decree in Case No. 00CW18, Water Division 2. The District shall use existing excess return flow credits to augment the above wells and ponds, and the District may also use the additional return flows generated from septic systems located on the inclusion property as necessary for augmentation purposes. All septic systems installed on the inclusion property shall be non-evaporative and consume no more than 10% of all water that enters such systems.

19. The District further retains all rights granted and shall be subject to all terms and conditions set forth under the final decree entered in Case No. 00CW84, Water Division 2, as to the water rights awarded therein in connection with the water and water rights conveyed to the District by the current owner of the inclusion property. To the extent the District develops and makes of such water outside of the amended augmentation plan approved herein, such use shall be subject to the terms and conditions of the final decree entered in Case No. 00CW84. The decree entered in Case No. 10CW24, Water Division 2, is hereby vacated.

20. The District shall apply for new well permits for the existing wells located on the inclusion property. The State Engineer shall evaluate those applications pursuant to C.R.S. § 37-90-137(2)(a)(II) consistent with the terms and conditions of the final decree entered herein. Pursuant to C.R.S. § 37-92-305(6)(a), permits shall be issued. The District shall meter, record and report all water use associated with these wells pursuant to paragraph 21 below. These wells shall be used consistent with the terms of the well permits issued and the amended plan for augmentation approved herein.

21. Not less than annually, the District shall complete and submit accounting forms to the State Engineer which show ground water withdrawals, stream depletions, return flows, net stream depletions, the amount required for augmenting all pond evaporation loss within the Park Forest service area and any excess consumable return flows. Such forms shall be the same as or substantially similar to the forms the District currently uses and submits. The District shall update its current accounting forms to include the existing wells located on the inclusion property and the Eagle Risings ponds, and to otherwise continue to update such forms as necessary to ensure proper accounting of the District's water use.

22. The Court shall retain jurisdiction for as long as the District is required to replace depletions to the South Platte system, to determine whether the replacement of depletions to the Arkansas River system instead of the South Platte system is causing material injury to water rights tributary to the South Platte. Any person may invoke the Court's retained jurisdiction at any time the District is causing depletions (including ongoing post-pumping depletions) to Cherry Creek, and is instead replacing such depletions to Monument Creek. The person invoking the Court's retained jurisdiction shall have the burden of establishing a *prima facie* case that the District's failure to replace depletions to Cherry Creek is causing injury to water rights owned by the person invoking the Court's retained jurisdiction; except that, the State and Division Engineers may invoke the Court's retained jurisdiction by establishing a *prima facie* case that injury is occurring to any vested or conditionally decreed water rights. The District shall retain the ultimate burden that no injury is occurring, or shall propose terms and conditions

which prevent such injury. Among any other remedies it may impose, the Court may require that the District replace depletions to Cherry Creek.

23. Pursuant to C.R.S. § 37-92-304(6), the Court also retains jurisdiction over the plan for augmentation as amended herein for reconsideration of the question of whether the provisions of this Decree are necessary and/or sufficient to prevent injury to the vested water rights of others. The Court also retains jurisdiction for the purpose of determining compliance with the terms of the augmentation plan as amended. Any person seeking to invoke the Court's retained jurisdiction under this paragraph to modify the Decree shall file a verified petition with the Court. Such petition shall set forth with particularity the factual basis upon which the requested reconsideration is premised, together with proposed decretal language to effect the petition. The person lodging the petition shall have the burden of going forward to establish the *prima facie* facts alleged in the petition. If the Court finds those facts to be established, the District shall thereupon have the burden of proof to show one of the following: (a) that any modification sought by the District will avoid injury to other appropriators; (2) that any modification sought by the person filing the petition is not required to avoid injury to other appropriators; or (c) that any term or condition proposed by the District in response to the petition does avoid injury to other appropriators.

24. This Ruling shall be mailed as required by statute.

DONE this 13th day of March, 2015.

BY THE REFEREE:



Mardell R. DiDomenico

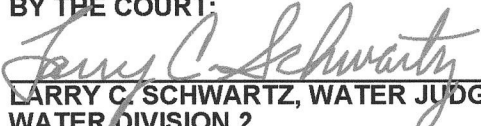
Mardell R. DiDomenico, Water Referee
Water Division 2

JUDGMENT AND DECREE

The foregoing Ruling comes before the Court after the time period for raising objections to the same pursuant to C.R.S. § 37-92-304(2) has expired. The Court, having reviewed the Ruling and being familiar with the terms of the same, hereby approves and enters said Ruling as a Judgment and Decree of this Court pursuant to C.R.S. § 37-92-304(5).

DONE this 9th day of April, 2015.

BY THE COURT:


LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

APPENDIX D – Park Forest Water District Will Serve Letters



PARK FOREST WATER DISTRICT

7340 McFerran Road • Colorado Springs, CO 80908 • (719) 494-1320

Web: <http://www.pfwd.org> • Email: pfwd@pfwd.org

August 13, 2014

El Paso County Development Services Department
ATTN: Raimere Fitzpatrick, Planner II
2880 International Circle
Colorado Springs, CO 80903

**RE: Utility Commitment Letter for Eagle Rising Development – Final Plat
Tax Schedules #52290-00-019 and #52290-00-020**

Dear Mr. Fitzpatrick:

The Park Forest Water District will provide water service for seventeen (17) single-family residential lots within the proposed Eagle Rising Development. Please note that the land for this development was recently included into the District's boundaries.

The District has reserved a groundwater supply of 6.8 acre-feet per year for service to this property. Per the District's annual water production records, less than half of the annual water supply available to the District is being produced. Therefore, the District has sufficient water available to supply these additional lots within the proposed Eagle Rising Development.

If you have any questions, please don't hesitate to call me.

Sincerely,

Roger Lage, Board President
Park Forest Water District

cc: Board of Director, Park Forest Water District
John Schwab, P.E.
Paul Anderson, Esq.
Steve Jacobs, Casas Limited Partnership #4 and IQ Investors, LLC

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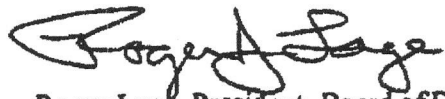
Approximately 335.6 acre-feet of additional water within the Denver aquifer underlying the District's service area could be made available. As this aquifer water was not included within the District's current augmentation plan it is not considered as a current water supply for purposes of this letter.

Annual well pumping records for the District's water system indicate that 115 acre-feet of water was produced in 2012, and average annual water production is approximately 98 acre-feet. These pumping quantities equal 0.40 acre-feet per tap for 2012, and 0.35 acre-feet per tap on an annual average, based on the current number of taps served (285 taps).

Water sufficiency

Presuming up to 17 lots on the Casas property are added to the District's water system with 0.40 acre-feet allocated to each lot, a physical water supply of an additional 6.8 acre-feet of water would be required. Per the District's annual water production records, less than half of the annual water supply available to the District is being produced. Therefore, the District has sufficient water available to supply these additional lots if the Casas property is included within the District's service area.

Please do not hesitate me with any questions. Thank you.



Roger Lage, President, Board of Directors
Park Forest Water District

cc: Board of Directors, Park Forest Water District
John Schwab, P.E.
Paul Anderson, Esq.
Steve Jacobs

PARK FOREST WATER DISTRICT

7340 McFerran Road • Colorado Springs, CO 80908 • (719) 494-1320
Web: <http://www.colorado.gov/pfwd> • Email: pfwd@pfwd.org

December 10, 2021

Nina Ruiz, Planner II
El Paso County Planning and Community Development Department
2880 International Circle, Suite 110
Colorado Springs, CO 80910

RE: **Eagle Rising Preliminary Plan – File # SP205**

Dear Ms. Ruiz:

The Park Forest Water District confirms its commitment to serve the proposed subdivision per the District's August 13, 2014 letter to Raimere Fitzpatrick and consistent with condition #7 of Resolution No. 20-423 adopted by the Board of County Commissioners dated December 8, 2020.

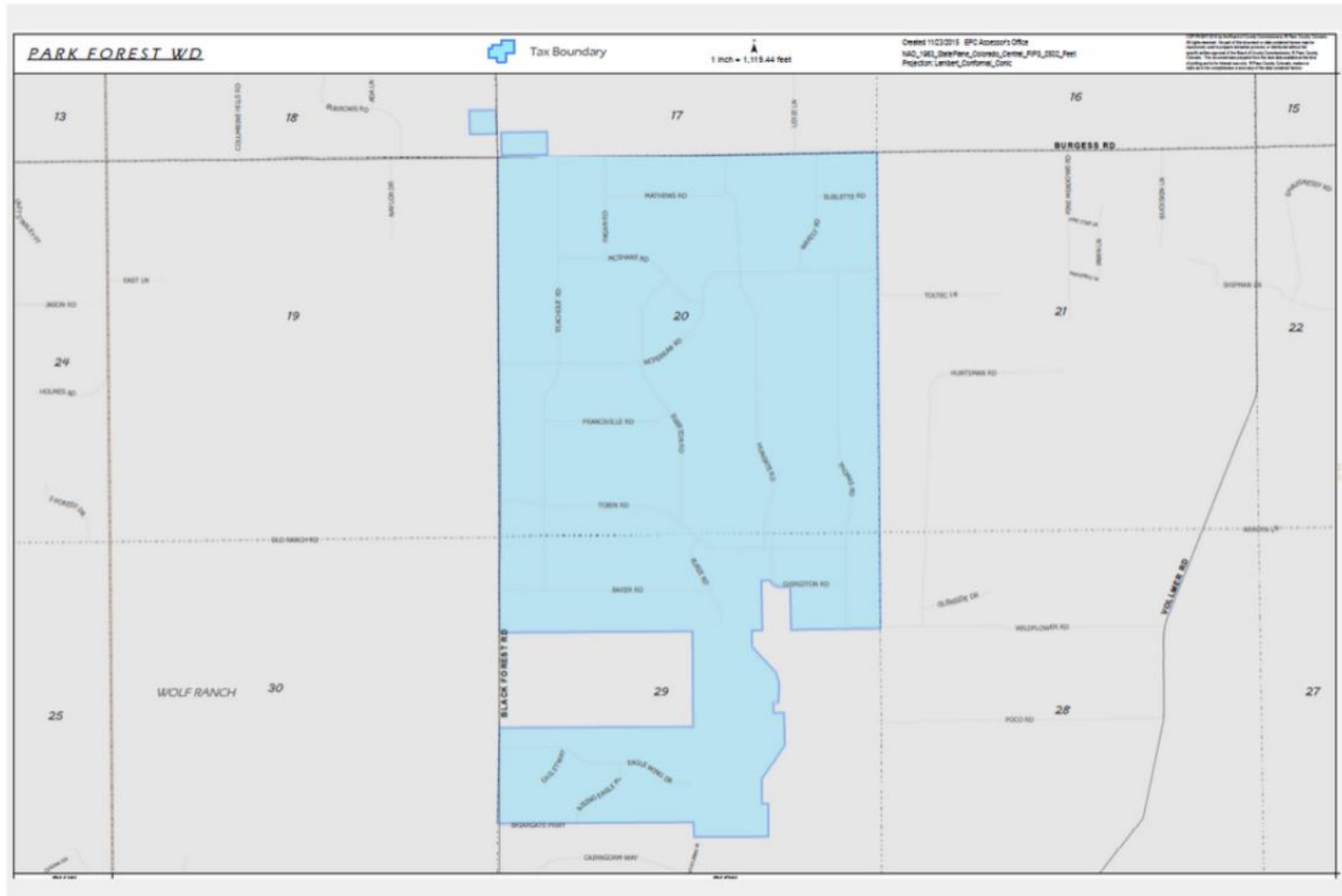
Sincerely,



Jason Kerekes, President
PFWD Board of Directors

APPENDIX E – Park Forest Water District Boundary Map

PFWD BOUNDARY DISTRICT MAP



<https://parkforestwd.colorado.gov/reports/rules/policies/pfwd-boundary-district-map>

APPENDIX F – Park Forest Water District Inclusion Agreement

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE PARK FOREST WATER DISTRICT
REGARDING A PETITION FOR INCLUSION SUBMITTED BY
CASAS LIMITED PARTNERSHIP # 4 & IQ INVESTORS, LLC**

RESOLUTION NO. 2013-09-19.1

WHEREAS, pursuant to the Colorado Special District Act, COLO. REV. STAT. § 32-1-101 *et seq.* a petition dated February 13, 2013 to include all of the real property described in Exhibit A of the attached document to be known as the Eagle Rising subdivision was submitted by all fee owners of said real property;

WHEREAS, extended communications were held between the District and the petitioners concerning the terms for inclusion;

WHEREAS, as a result of these communications the District and the petitioners reached agreement on the terms for inclusion of said real property into the District per the attached document;

WHEREAS, the District duly provided public notice of a hearing on the petition, and pursuant to said notice the District held a public hearing on the petition at the February 13th, 2013 regular meeting;

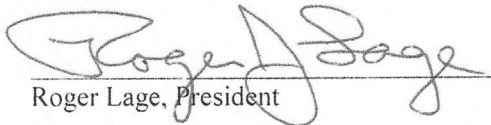
WHEREAS, based upon the testimony and other evidence offered at the hearing, the Board determined that no cause was shown for why the petition for inclusion should not be granted, and therefore the Board determined it is in the best interests of the District to include said real property within the District pursuant to the terms of this Resolution;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

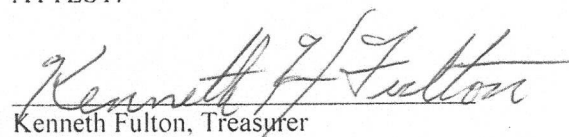
Pursuant to Colorado law and the District rules and regulations, the Board of Directors of the District hereby approves said petition for inclusion of all the real property to be known as the Eagle Rising subdivision;

AND FURTHER RESOLVED, that upon the petitioners' compliance with **all terms** of the attached inclusion agreement the District shall cause a motion or other appropriate filing to be made with the El Paso County District regarding the inclusion, and shall take all other measures required by law to formalize the inclusion of said real property.

The foregoing is a true copy of a resolution duly adopted by the Board of Directors of the Park Forest Water District by unanimous vote at a public meeting on the 19th day of September, 2013.


Roger Lage, President

ATTEST:


Kenneth Fulton, Treasurer

INCLUSION AGREEMENT

This Inclusion Agreement ("Agreement") is entered into this 19th day of September, 2013, by and between the Park Forest Water District ("Water District"), whose address is 7340 McFerran Rd., Colorado Springs, Colorado 80908 , and Casas Limited Partnership No. 4, a Colorado limited partnership, whose address is 5390 North Academy, Suite 300, Colorado Springs, Colorado 80918, and IQ Investors, LLC, a Colorado limited liability company, whose address is 5390 North Academy, Suite 300, Colorado Springs, Colorado 80918 (collectively "Petitioner").

RECITALS

A. The Water District is a special water district formed and operating under the Colorado Special District Act, and provides water service within its boundaries in northern El Paso County, Colorado.

B. Petitioner is the fee owner of 100 percent of the real property described in Exhibit A attached hereto encompassing approximately 70 acres, more or less, known as the Eagle Rising Subdivision, and consisting of 18 lots as pending subdivision approval before El Paso County, Colorado ("Property").

C. The Petitioner has requested that the Property be included within the service area and boundaries of the Water District and has submitted a Petition for Inclusion into the Water District ("Petition for Inclusion").

D. The Property is eligible for inclusion into the Water District pursuant to C.R.S. 32-1-401, *et. seq.* and also pursuant to the Water District's inclusion resolutions and guidelines. The Water District has initially approved the Petition for Inclusion, contingent upon the execution of this Inclusion Agreement.

E. The Water District and Petitioner wish to set forth the terms and provisions under which the Property is to be included within the Water District.

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:

1. Court Approval. The Parties agree and acknowledge that this Agreement is premised upon (a) completion of the pending subdivision process by Petitioner, as discussed in Paragraph 12, below; and (b) approval by the District Court of the Petition for Inclusion. The Water District shall, at its own expense, file all documents appropriate with the District Court to facilitate approval of the inclusion of the Property and to obtain an Order of Inclusion therefore. The Petitioner shall provide all support and assistance necessary and as may be requested by the Water District to facilitate

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El Paso County, CO



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completion of the inclusion process, and Petitioner shall reimburse the Water District for all costs, including legal fees, which the Water District incurs associated with not only completion of the Petition process, but also all necessary water court filings and proceedings, an amount estimated to be less than \$10,000.00 for completion of any such necessary legal proceedings and submissions. Petitioner's \$1,000 deposit with the Petition shall be applied to these costs prior to the Water District's request from Petitioner for additional funds for this purpose. The Water District may terminate this Agreement immediately in the event Petitioner fails or refuses to provide such additional funds upon the Water District's request.

2. Water Improvements. Petitioner shall describe and grant legal easements for the benefit of the Water District, construct and pay for the on-site water delivery and distribution system as necessary to properly supply and distribute water from the Water District's existing facilities to the Property ("Water Utility Improvements"), the sufficiency of which shall be determined by the Water District in its reasonable discretion. Petitioner shall provide the Water District with design plans and schematics for the Water Utility Improvements, and shall obtain final design approval of the Water Utility Improvements from the Water District, in writing, that such improvements are in accordance with the Water District's design criteria and construction standards.

3. Plan Approval. Prior to construction of any Water Utility Improvements, Petitioner shall submit detailed construction plans to the Water District for final design approval, which shall be reviewed within one week's time and approved with alacrity. Construction shall not begin until Petitioner has obtained the prior written approval by the Water District of such final design construction plans, which approval shall be in the Water District's reasonable discretion as to whether such plans comply with this Agreement, the Water District's design criteria and construction standards, and all other rules, regulations and policies of the Water District. The Petitioner shall provide the Water District with a copy of the final approved plans and also with a complete set of as-built drawings upon completion of the Water Utility Improvements.

4. Main Lines. Petitioner shall be responsible for the construction, at its expense, of the connection to and extension of the Water District's existing water main lines to and from the Property, as necessary for delivery of utility service to the Property. In this manner, and as discussed in Paragraph 1 above, Petitioner is responsible for the construction and expense of all onsite infrastructure improvements for utility service to the Property.

5. Service Lines. The cost of the Petitioner's connection to the water main lines and the cost of the service lines from the main lines to the improvements on the Property shall be at the sole expense and obligation of the Petitioner.

6. Conveyance and Warranty. The construction obligations of Petitioner referenced in Paragraphs 2 through 5, above, shall not be complete until the Water

District's inspection and written acceptance of the infrastructure as being in compliance with the Water District's specifications and plans accepted by the Water District for use in construction under this Agreement, which acceptance shall occur within three months after completion. Such acceptance shall be in accordance with standard policies and procedures of the Water District. Petitioner guarantees all infrastructure improvements for one year after determination of final completion and acceptance by the Water District. Petitioner shall maintain the improvements during said guarantee period and shall cure any nonconforming work or any failures in materials or workmanship. All infrastructure improvements performed by the Petitioner, once accepted by the Water District and following the one-year guarantee period, shall become the property of the Water District, and shall be maintained and operated by the Water District, except as expressly provided herein concerning the operation and maintenance of the Existing Wells. Upon acceptance by the Water District, the Petitioner shall convey good title for the easements and the utility improvements to the Water District, free and clear of all liens and encumbrances.

7. Existing Well Uses. The Water District and Petitioner acknowledge that two existing wells constructed to the Dawson aquifer are currently permitted for use upon the Property, Colorado Division of Water Resources Permit Nos. 228940 and 203335 ("Existing Wells"). The term "Existing Wells" for purposes of this Agreement shall include not only the existing permitted structures, but also any replacement wells as may be necessary to deliver the water permitted for withdrawal thereby and pursuant to this Agreement, whether constructed to the Dawson aquifer, or the Denver aquifer. The Existing Wells will be added to the Water District's plan for augmentation as augmented structures, and may be utilized by any owner's association(s) ("Association") to be formed by Petitioner, only for non-potable purposes of stock-watering, common area landscape irrigation, hobby use and irrigation of community gardens only. The Existing Wells shall remain generally available to the Eagle Rising community, and shall not be for the service of only particular lots or particular individual residents. The Existing Wells shall be re-permitted consistent with the District's plan for augmentation upon entry of a decree, and shall be metered as necessary to provide accounting thereunder for uses therefrom. The Water District shall not assess any fees or charges upon the Association in regards to the use of the Existing Wells (as re-permitted under the Water District's plan for augmentation), but the Association shall be responsible for all costs associated with the use, operation, maintenance and replacement of the Existing Wells, including utilities necessary for their use and operation. Upon dissolution of any such owner's association as pertains to the use, operation and maintenance of the Existing Wells, unless a similar successor association is formed for similar purposes, ownership and control of the Existing Wells shall revert to the Water District, in which event the Water District shall have sole discretion over their use and disposition. The volumetric limitation on diversions from the Existing Wells by the Association shall be 5 acre feet annually, and maximum depletions shall be 4 acre feet, or 85% of pumping, whichever is less.

8. Augmentation of Evaporative Depletions. The Water District and Petitioner acknowledge that the Property includes three existing ponds with a maximum combined surface area of approximately 5 acres ("Existing Ponds"). The Water District shall add the Existing Ponds to its plan for augmentation as augmented structures, and shall provide replacement/augmentation water sufficient to maintain the Existing Ponds at a full stage, and to augment depletions resulting from surface evaporation, without additional charges or fees assessable upon Petitioner or the Association. It is anticipated that the Water District will utilize excess available septic return flows from within the District for such augmentation purposes, but the Water District may use any such augmentation means available to it, in the Water District's sole and complete discretion. The Existing Ponds will be operated consistent with the terms and conditions of the augmentation plan amendment, which shall be consistent with this Paragraph 8, and no additional ponds may be constructed on the Property without the Water District's prior written consent. Excepting provision of augmentation water as provided in this Paragraph 8 and the obtaining of a decree from the Division 2 Water Court allowing the District to do the same, nothing in this Agreement shall require or otherwise obligate the Water District, at any time or for any other purpose, to provide fill or re-fill water to the Existing Ponds or any future ponds located on the Property, nor shall the Existing Wells be used to fill or supply water to any such ponds, excepting return flows from the authorized uses of the Existing Wells, as described in Paragraph 7 of this Agreement, which may naturally accrue to the Existing Ponds.

9. Water Requirements. The Water District requires, as part of the inclusion of the Property into the Water District, that Petitioner conveys all water and water rights, whether surface or ground water and whether or not adjudicated by decree or by administrative order, including but not limited to all its underlying Denver Basin water rights, to the Water District for the development uses of the Property. The Denver Basin groundwater underlying the Property was subject of the adjudication in Case No. 00CW84, Water Division No. 2, and the plan for augmentation adjudicated in Case No. 10CW24, Water Division No. 2. Petitioner shall deed all such Denver Basin groundwater to the Water District for the Water District's use in provision of water supply to the Property by special warranty deed, and the Water District may then take such action as appropriate to utilize, modify or vacate any such judicial rulings. Notwithstanding the foregoing in this Paragraph 9, Petitioner and the Association(s) to be formed thereby shall maintain dominion and control over the Existing Wells and the uses of water therefrom as provided in Paragraph 7 above, and the Water District shall have dominion and control over all return flow water resulting from such uses. The Water District shall have no obligation to provide any water service to the Property until execution of said special warranty deeds.

10. Tap Fees. The Water Tap Fee for each requested water line to the 18 residential units to be developed on the Property pursuant to the pending subdivision proceedings before El Paso County is currently \$4,000.00 per tap, for total Water Tap Fees of \$72,000.00, were all such tap fees to be paid concurrent with this Agreement,

per the current applicable Water District tap fees (assuming the maximum 18 lots are platted and developed). All Water Tap Fees shall be payable directly to the Water District, and due and payable at the time that water service is requested to be made available to specific lots upon the Property and at the rate structure in place at that time.

a. However, in consideration of other fees and revenues to the Water District resulting from the inclusion of the Property, for a period of 10 years from the recording date of the final plat for Filing No. 2 of the Eagle Rising Subdivision, the Water District shall refund the then-applicable tap fee, less a \$250 meter and connection charge per tap, to MyPad, Inc.¹ or its assigns within 30 days of receipt of said tap fee. Tap fees collected following said 10-year period shall not be rebated to Petitioner, MyPad, Inc. or assigns, and shall be fully retained by the Water District.

11. Application Fee. Petitioner paid an application fee for inclusion within the Water District of \$1,000 coincident with the submission of the above-referenced Petition for Inclusion. Said fee shall be utilized by the Water District to defer legal and engineering costs associated with the inclusion of the Property, including development of this Agreement. Petitioner shall be responsible for all fees incurred by the Water District in processing Petitioner's inclusion petition and shall provide additional funds and in such amounts as the Water District may request. The Water District may terminate this Agreement immediately upon Petitioner's failure or refusal to provide such additional funds requested by the Water District.

12. Subdivision. The Water District acknowledges that Petitioner is currently processing a request for subdivision of the property through El Paso County planning authorities, and that the terms and conditions of this Inclusion Agreement are premised upon successful completion of that subdivision process. Petitioner shall keep representatives of the Water District appraised of progress in said subdivision process, and shall provide the Water District with copies of all relevant development plan filings or submissions to said El Paso County planning authorities promptly following such submissions. Any further subdivision or re-zoning of any parcel within the Property which would act to expand the density beyond the maximum 18 lots considered herein¹, must be completed in cooperation with the Water District and in compliance with any reasonable requirements or restrictions of the Water District as may be provided. Any future subdivision or re-zoning completed without the compliance with Water District requirements or restrictions may result in the Water District's denial of water service to the subject parcel. Further, any such non-compliant subdivision shall not form the basis

¹ MyPad, Inc. is a Colorado Corporation, and a principal in Casas Limited Partnership No. 4.

¹ Petitioner's currently pending subdivision plan contemplates a 17 lot subdivision for the subject property, however, further subdivision creating one additional lot may be feasible, thereby creating an additional 18th lot. The District through this Agreement consents to such subdivision creating said 18th Lot as being "compliant", as considered in Paragraph 12 herein.

for Petitioner or its successors and assigns to seek exclusion from the Water District, and the Water District may use such means as available to compel the Petitioner or its successors and assigns to bring any such non-compliant subdivision into compliance with all applicable Water District rules and regulations.

13. Re-Sale of Lots on the Property. Each subsequent purchaser of lots within the Property, following subdivision, and each successor or assign of Petitioner (subject to Paragraph 23, below), shall at the Water District's request, sign a Water District Service Agreement, and shall likewise be required to pay all applicable fees, rates and mil levies uniformly applicable to all Water District residents, consistent with this Agreement. Any and all future sales, leases or other transfers of ownership or control of lots within the Property shall include notification to prospective purchasers/lessees of all applicable Water District Rules and Regulations, including this Agreement, so as to notify such purchasers/lessees of their responsibilities and obligations hereunder.

14. Easements. The Petitioner shall grant and provide to the Water District, at no cost to the Water District, any and all necessary licenses, permits, easements and rights-of-way across the Property, in size and location acceptable to the Water District. Such grants and provisions shall be in accordance with the Water District's reasonable design criteria and specifications to provide for the construction, operation, maintenance, repair and replacement of the mains, pipelines and appurtenances for the utility lines serving the Property, together with the right of ingress and egress thereto. All easements are appurtenant to the water infrastructure serviced thereby.

15. Compliance. Upon inclusion of the Property by the Water District by final order of the El Paso County District Court, the Petitioner shall abide by all terms of this Inclusion Agreement and comply with all applicable Federal, State, County and local statutes, laws, rules, regulations, policies and resolutions. Further, the Property and all lots thereon will be subject to payment of the mil levy approved by the voters of the Water District and uniformly applicable to all properties included therein, assessments and other charges of the Water District from the date of the inclusion, and Petitioner and its successors and assigns, specifically including all future lot owners within the subdivision upon the included property, shall comply with all rules, regulations, and rate structures of the Water District, both existing and as may be enacted in the future.

16. Nature of Work. All work to be performed by the Petitioner under the terms of this Inclusion Agreement shall be performed using quality materials and shall be performed in a workmanlike manner in compliance with the rules, regulations, specifications, policies and requirements of the Water District. Compliance with such specifications and requirements shall be determined in accordance with standard procedures of the Water District.

17. Water Quality. The Petitioner shall have the obligation to assure that the

Water Utility Improvements constructed by Petitioner are able to deliver water to the development meeting all applicable drinking water quality requirements. The Water District shall have the obligation to meet all applicable drinking water quality requirements to the point of delivery to the Water Utility Improvements.

18. Contingencies. This Inclusion Agreement is conditional upon obtaining the formal inclusion of the Property into the District by order of the El Paso County District Court, and upon completion of the pending subdivision of the property by El Paso County planning authorities. This Inclusion Agreement, as signed by the Water District, is also conditioned upon obtaining the approval of this Inclusion Agreement by resolutions of the Board of Directors of the Water District.

19. Provision of Service. All water service for the Property shall be subject to the rules, regulations, policies and resolutions promulgated by the Water District from time to time. The Water District shall not provide any water service if Petitioner or their successors are not in compliance with this Agreement.

20. Cooperation. The Petitioner and the Water District agree to cooperate with one another in the processing of the Petition for Inclusion, the performance of the post-inclusion obligations set forth in this Agreement, completion of the pending subdivision proceedings before El Paso County planning authority, amendment of the Water District's plans for augmentation, and the execution of any other documents necessary to fulfill the intent and purposes of this Agreement.

21. Default/Remedies. A party shall be in default hereunder in the event it fails to perform its obligations as required hereunder, and if such noncompliance is not cured within 15 days after written notice by the other party of the nature of the alleged noncompliance. In the event of default, the non-defaulting party shall have all remedies available under Colorado law, including that the Water District shall have the right to injunctive relief and specific performance in order to require Petitioner to perform its obligations under this Agreement. The Water District may further have the right to discontinue water service to owners of properties in default, consistent with the Rules and Regulations of the Water District.

22. Assignment. This Inclusion Agreement may not be assigned by Petitioner without the Water District's prior written consent, which consent will not be unreasonably withheld. If any portion of the Property is sold or transferred by Petitioner prior to the time for recording of the Court order for inclusion of the Property into the Water District, the Petitioner shall obtain the Water District's consent for the assignment of this Agreement with the Property. The Petitioner shall obtain and provide to the Water District the consent of the transferee, in recordable form, for the inclusion of that Property into the Water District and the assumption of this Inclusion Agreement. The transferee shall also agree and consent that the Property will be subject to assessments and charges of the Water District from the date of inclusion, including tap fees, and that

they shall comply with the rules, regulations and rate structures of the Water District, both existing and as may be enacted in the future. Any transferee not providing such consents shall not be entitled to connect into and receive service from the Water District's facilities.

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

24. Authority/Ownership. All parties to this Inclusion Agreement represent and warrant that they have the full power and authority to enter into and perform this Agreement, and to bind their respective principals. Petitioner represents that it is the owner and is in title to the Property and agrees to deliver good marketable title to the Water District for all easements, water and water rights, and other facilities to be conveyed hereunder, free and clear of liens and encumbrances or with all lienholders' consent. Petitioner shall provide appropriate entity resolutions authorizing the execution and performance of this Agreement. Petitioner warrants and represents that there are no liens upon the Property. The Water District shall not be obligated to provide service to the Property under this Agreement until any lienholder consents to the inclusion of the Property within the Water District and to the terms of this Agreement and subordinates any such lien to the same, or, in the alternative, until this existing lienholder is paid in full and its lien released. These lienholder requirements may be waived by the Water District in its sole discretion. Such waiver must be in writing and signed by the Water District.

25. Severability. Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this Agreement, so long as the primary purpose(s) of this Agreement remain effectuated by the remaining terms.

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

27. Time is of the Essence. Time is of the essence in the performance of the parties obligations hereunder. Where not otherwise expressly provided in this agreement, any response required by a party shall be within 45 days or less of the date of receipt of any communication to which such response is required.

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

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


30. Survival of Provision. The terms and provisions of this Agreement shall be deemed to survive the closing of this transaction and the El Paso County District Court Order for inclusion of the Property within the Water District.

31. Binding Effect/Covenant Upon Property. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of not only the parties hereto, but also their respective personal representatives, heirs, successors, and assigns. This Agreement benefits and burdens the Property and shall constitute a covenant running with the Property. This Agreement shall be recorded.

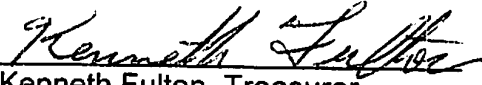
Effective and executed on the date indicated above.

PARK FOREST WATER DISTRICT

Attest: (SEAL)

By: 

Roger Lage, President



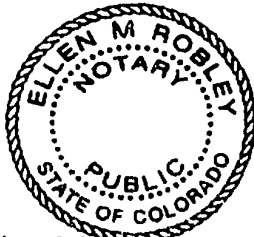
Kenneth Fulton, Treasurer

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

Subscribed and sworn to before me this 19th day of September, 2013, by Roger Lage as President, and Kenneth Fulton as Treasurer, of the Park Forest Water District.

My commission expires: 05-14-2014

Witness my hand and seal.
(SEAL)





Notary Public

PETITIONER

Stephen Jacobs, Jr.
Stephen Jacobs, Jr. as President of
MyPad, Inc., as the managing partner
of CASAS Limited Partnership No. 4

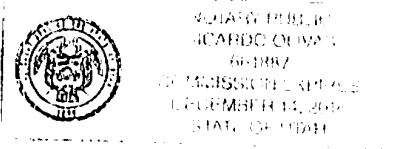
STATE OF Utah)
) ss.
COUNTY OF Salt Lake

Subscribed and sworn to before me this 6 day of September, 2013, by Stephen Jacobs, Jr. as President of MyPad, Inc., as the managing partner of Petitioner CASAS Limited Partnership No. 4.

My commission expires: December 14, 2016


Witness my hand and seal.
(SEAL)

[Signature]
Notary Public



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PETITIONER

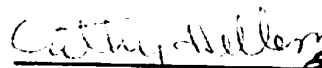

Stephen Jacobs, as President of
Sesmar Corporation, as managing
member of IQ Investors, LLC

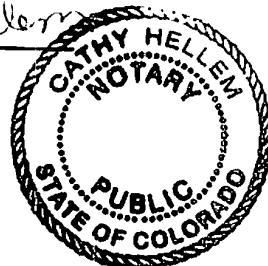
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me this 9 day of Sept, 2013, by Stephen
Jacobs as President of Sesmar Corporation, a Colorado corporation, as managing
member of Petitioner, IQ Investors, LLC.

My commission expires: Feb 9, 2015

Witness my hand and seal.
(SEAL)


Notary Public



Commission Expires 02-09-15

(remainder of page intentionally blank)

APPENDIX G – Park Forest Water District Accounting Reporting Colorado Division of Water Resources

WDID	S	F	U	T	C	2	CVR	LYR	MON	MON	D	T	Code	Ndays	AMT	T	AMT	Units
1006035	3		2	A			2019	2019	0	0	0	4		5.50	U		A	
1006037	3		2	A			2019	2019	0	0	0	4		36.83	U		A	
1006038	3		2	A			2019	2019	0	0	0	4		13.89	U		A	
1006159	3		2	A			2019	2019	0	0	0	4		20.88	U		A	
	3		2	A			2019	2019	0	0	0	4		0.00	U		A	
	3		2	A			2019	2019	0	0	0	4		0.00	U		A	
1020034	1		Q	D			2019	2019	0	0	0	4		18.94	U		A	
1020034	8		1004703	A			2019	2019	0	0	0	4		41.21	U		A	
1004703	8		Q		7		2019	2019	0	0	0	4		41.21	U		A	

**Accounting Form
Park Forest Water District
Case No. 00-CW-018
Aug ID: 7160**

Accounting Period															From Oct		To Oct			
Year Pumping Began															2018		2019			
Well Meter Reading															1990					
State ID	Well Number	Well Location Address	Permit No.	Last Oct 31 col. A	Last Nov. 30 col. B	Last Feb. 28/29 col. C	31-Mar	30-Apr	31-May	30-Jun	31-Jul	31-Aug	30-Sep	This Year Oct. 31 col. D	Base Use		Annual Total		Authorized Rate	Annual Water Authorized
															Gallons col. C	Acre Feet col. B	Gallons col. D	Acre Feet col. A		
6035	1	11465 Black Forest Rd	2064-F	15,382,400	15,451,200	15,659,100	15,742,500	15,851,800	15,991,300	16,152,200	16,376,600	16,695,400	17,021,300	17,176,000	207,900	0.64	1,793,600	5.50	50 GPM	32.74 AF
6036	2	11465 Black Forest Rd	21191-F	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0.00	40 GPM	Not Operational? 64.5 AF	
6037	3R	7340 McFerran Rd	58374-F	59,375,000	60,114,000	61,885,000	62,413,800	62,933,000	63,745,800	64,870,900	66,272,200	68,201,900	70,041,300	71,375,700	1,771,000	5.43	12,000,700	36.83	400 GPM	100 AF
6038	4	7275 McFerran Rd	58377-F	24,548,200	24,553,000	25,441,500	25,738,900	26,471,400	26,932,700	27,598,200	28,588,600	28,940,000	28,991,100	29,073,000	888,500	2.73	4,524,800	13.89	150 GPM	289.5 AF Total w/Well #5
6159	5	11465 Black Forest Rd	15606-F-R	25,605,100	25,915,300	26,778,000	27,105,800	27,495,900	28,019,500	28,625,100	29,457,600	30,645,500	31,882,800	32,410,481	862,700	2.65	6,805,381	20.88	150 GPM	289.5 AF Total w/Well #4
need ID's	ER1	Eagle Rising	203335	0											0	0.00	0	0.00	5 AF/yr incomb	both eagle
need ID's	ER2	Eagle Rising	228940	0											0	0.00	0	0.00	5 AF/yr incomb	both eagle
Future	DA-1														0	0.00	0	0.00	175.3 Total all DA wells	
Future	DA-2														0	0.00	0	0.00	175.3 Total all DA wells	
Future	DA-3														0	0.00	0	0.00	175.3 Total all DA wells	
1	Total														3,730,100	11.45	0	77.10		

Dawson Well Summary			
	Well DA - 1	+	0.00 AF
	Well DA - 2	+	0.00 AF
	Well DA - 3	+	0.00 AF
2	Total	=	0.00 AF

Return Flows			
	Base Used (1)	+	11.45 AF
	Annual In House Return Flow **	+	45.789
	Consumption Factor **	0.9	41.210
9	Return Flow	=	41.210 AF

Arapahoe Well Summary			
	Well 4	+	13.89 AF
	Well 5	+	36.83 AF
3	Total	=	50.71 AF
4	Limited to 289.5 AF Non-Tributary Not Non-Tributary Arapahoe	=	0.00 AF

Cumulative Total			
	Number of years pumping	=	29
10	Previous Years withdrawal total line (12)	=	0
11	This Years withdrawal	=	0.00
12	Total withdrawal for plan	(10) + (11)	0.00

Net Stream Depletion			
	Accretion (Depletion)	(8) - (7)	22.266 AF

Table I Dawson (as % of pumping)			
Years	Factors	Years	Factors
10	1.01	160	13.45
20	2.48	170	12.84
30	4.11	180	12.25
40	5.83	190	11.69
50	7.56	200	11.17
60	9.25	210	10.68
70	10.89	220	10.23
80	12.47	230	9.82
90	13.97	240	9.43
100	15.4	250	9.08
110	15.77	260	8.75
120	15.62	270	8.44
130	15.21	280	8.16
140	14.67	290	7.9
150	14.07	300	7.65

Comments:

APPENDIX H – Park Forest Water District Central Water System Acceptance

PARK FOREST WATER DISTRICT

7340 McFerran Road • Colorado Springs, CO 80908
Phone: (719) 494-1320 • FAX: (719) 494-2075 • Website: www.pfwd.org

March 11, 2015

Casas Limited Partnership No.4
5390 North Academy, Suite 300
Colorado Springs, CO 80918

Dear Steve Jacobs,

This letter serves to address the Water District's requirement in Section 6 of the Inclusion Agreement dated September 19, 2013 between the Park Forest Water District and Casas Limited Partnership No.4. The installation of the potable water pipeline system in the Eagle Rising Subdivision has been inspected and is in compliance with the Water District's specifications. On June 18, 2014 the Water District determined the installation was complete and accepted by the Water District, therefore starting the one year guarantee period for all infrastructure improvements.



Sincerely,

Park Forest Board of Directors

APPENDIX I – Park Forest Water District 2023 Water Quality Results

PARK FOREST 2023 Drinking Water Quality Report

Covering Data For Calendar Year 2022

Public Water System ID: CO0121600

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 LYNN WILLOW at 719-373-4340 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](https://www.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

Lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high quality drinking water and removing lead pipes, but cannot control the variety of materials used in plumbing components in your home. You share the responsibility for protecting yourself and your family from the lead in your home plumbing. You can take responsibility by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Before drinking tap water, flush your pipes for several minutes by running your tap, taking a shower, doing laundry or a load of dishes. You can also use a filter certified by an American National Standards Institute accredited certifier to reduce lead in drinking water. If you are concerned about lead in your water and wish to have your water tested, contact LYNN WILLOW at 719-373-4340. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at [epa.gov/safewater/lead](https://www.epa.gov/safewater/lead).

Source Water Assessment and Protection (SWAP)

The Colorado Department of Public Health and Environment may have provided us with a Source Water Assessment Report for our water supply. For general information or to obtain a copy of the report please visit [wqcdcompliance.com/ccr](https://www.wqcdcompliance.com/ccr). The report is located under "Guidance: Source Water Assessment Reports". Search the table using our system name or ID, or by contacting LYNN WILLOW at 719-373-4340. 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>
NO 3R PRICE WELL (Groundwater-Well) NO 1 SQUIRES WELL (Groundwater-Well) NO 4 PRICE WELL (Groundwater-Well) NO 5 SQUIRES WELL (Groundwater-Well)	Aboveground, Underground and Leaking Storage Tank Sites, Existing/Abandoned Mine Sites, Other Facilities, Commercial/Industrial/Transportation, Low Intensity Residential, Urban Recreational Grasses, Row Crops, Fallow, Pasture / Hay, Deciduous Forest, Evergreen Forest, Septic Systems, Road Miles

Terms and Abbreviations

- **Maximum Contaminant Level (MCL)** – The highest level of a contaminant allowed in drinking water.
- **Treatment Technique (TT)** – A required process intended to reduce the level of a contaminant in drinking water.
- **Health-Based** – A violation of either a MCL or TT.
- **Non-Health-Based** – A violation that is not a MCL or TT.
- **Action Level (AL)** – The concentration of a contaminant which, if exceeded, triggers treatment and other regulatory requirements.
- **Maximum Residual Disinfectant Level (MRDL)** – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Contaminant Level Goal (MCLG)** – The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Maximum Residual Disinfectant Level Goal (MRDLG)** – The level of a drinking water disinfectant, below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Violation (No Abbreviation)** – Failure to meet a Colorado Primary Drinking Water Regulation.
- **Formal Enforcement Action (No Abbreviation)** – Escalated action taken by the State (due to the risk to public health, or number or severity of violations) to bring a non-compliant water system back into compliance.
- **Variance and Exemptions (V/E)** – Department permission not to meet a MCL or treatment technique under certain conditions.
- **Gross Alpha (No Abbreviation)** – Gross alpha particle activity compliance value. It includes radium-226, but excludes radon 222, and uranium.
- **Picocuries per liter (pCi/L)** – Measure of the radioactivity in water.
- **Nephelometric Turbidity Unit (NTU)** – Measure of the clarity or cloudiness of water. Turbidity in excess of 5 NTU is just noticeable to the typical person.
- **Compliance Value (No Abbreviation)** – Single or calculated value used to determine if regulatory contaminant level (e.g. MCL) is met. Examples of calculated values are the 90th Percentile, Running Annual Average (RAA) and Locational Running Annual Average (LRAA).
- **Average (x-bar)** – Typical value.
- **Range (R)** – Lowest value to the highest value.
- **Sample Size (n)** – Number or count of values (i.e. number of water samples collected).
- **Parts per million = Milligrams per liter (ppm = mg/L)** – One part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion = Micrograms per liter (ppb = ug/L)** – One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Not Applicable (N/A)** – Does not apply or not available.
- **Level 1 Assessment** – A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
- **Level 2 Assessment** – A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

Detected Contaminants

PARK FOREST 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, 2022 unless otherwise noted. The State of Colorado requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. Therefore, some of our data, though representative, may be more than one-year-old. Violations and Formal Enforcement Actions, if any, are reported in the next section of this report.

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

Disinfectants Sampled in the Distribution System						
TT Requirement: At least 95% of samples per period (month or quarter) must be at least 0.2 ppm <u>OR</u>						
If sample size is less than 40 no more than 1 sample is below 0.2 ppm						
Typical Sources: Water additive used to control microbes						
Disinfectant Name	Time Period	Results	Number of Samples Below Level	Sample Size	TT Violation	MRDL
Chlorine	December, 2022	<u>Lowest period</u> percentage of samples meeting TT requirement: 100%	0	2	No	4.0 ppm

Lead and Copper Sampled in the Distribution System								
Contaminant Name	Time Period	90 th Percentile	Sample Size	Unit of Measure	90 th Percentile AL	Sample Sites Above AL	90 th Percentile AL Exceedance	Typical Sources
Copper	05/17/2022 to 05/17/2022	0.01	20	ppm	1.3	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 Trihalomethanes (TTHM)	2022	2.2	2.2 to 2.2	1	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	2022	1.8	1.8 to 1.8	1	pCi/L	15	0	No	Erosion of natural deposits
Combined Radium	2022	2.75	2.3 to 3.2	2	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
Barium	2022	0.04	0.04 to 0.04	1	ppm	2	2	No	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride	2022	0.92	0.87 to 0.97	2	ppm	4	4	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories

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	2022	24.4	24.4 to 24.4	1	ppm	N/A

Violations, Significant Deficiencies, and Formal Enforcement Actions

Non-Health-Based Violations

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. We missed collecting a sample (water quality is unknown), we reported the sample result after the due date, or we did not complete a report/notice by the required date.

Name	Description	Time Period
TOTAL COLIFORM	FAILURE TO MONITOR AND/OR REPORT	06/01/2022 - 06/30/2022
SYNTHETIC ORGANICS	FAILURE TO MONITOR AND/OR REPORT	01/01/2020 - 12/31/2022
LEAD & COPPER RULE	FAILURE TO INFORM HOMEOWNER OF LEAD RESULTS	10/01/2021 - 05/16/2022
INORGANICS GROUP	FAILURE TO MONITOR AND/OR REPORT	01/01/2020 - 12/31/2022
CONSUMER CONFIDENCE RULE	FAILURE TO DELIVER AN ANNUAL CONSUMER CONFIDENCE (WATER QUALITY) REPORT TO THE PUBLIC/CONSUMERS	07/01/2021 - 06/23/2022
CHLORINE	FAILURE TO MONITOR AND/OR REPORT	06/01/2022 - 06/30/2022
CHLORINE	FAILURE TO MONITOR AND/OR REPORT	04/01/2022 - 06/30/2022

Additional Violation Information

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.

Describe the steps taken to resolve the violation(s), and the anticipated resolution date: Total coliform test was taken and turned in 7-1-2022.

Synthetic organics was resubmitted 1-05-2023

Lead and copper information was given to residents 6/2022

Inorganics group was submitted to the state, but it was late

CCR was submitted, but it was late

Chlorine was submitted late

Chlorine was submitted late

APPENDIX J – Park Forest Water District 2023 Lead and Copper Certified Laboratory Report



Lead and Copper Certified Laboratory Report Form

**Submit Online: wqcdcompliance.com/login (preferred); Fax (303) 758-1398
WQCD-B2-Drinking Water CAS**

LCR - Results

4300 Cherry Creek Drive South; Denver, CO 80246-1530

Revision: 11/01/2016

Section I (Supplied or Completed by Public Water System)		Section II (Supplied or Completed by Certified Laboratory)	
Public Water System Information		Certified Laboratory Information	
PWSID#: CO0121600	Facility ID: DS001	Laboratory ID: CO015	
System Name: Park Forest Water District		Laboratory Name: Colorado Analytical Laboratory	
Contact Person: Lynn Willow	Phone #: 719-494-1320	Contact Person: Customer Service	Phone: 303-659-2313
Comments:			

Section III (Supplied or Completed by Public Water System)				Section IV (Supplied or Completed by Certified Laboratory)							
Sample Date	Collector	Sample Pt ID	Address, City, Zip	Lab Receipt Date	Lab Analysis Date	Laboratory Sample ID #	Analyte	Analytical Method	AL (mg/L)	Lab MRL (mg/L)	Result (mg/L)
4/26/23	Lew	LCR011	11-LC	4/27/23	5/2/23	230427018-01	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.006 BDL
4/26/23	Lew	LCR012	12-LC	4/27/23	5/2/23	230427018-02	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.009 BDL
4/26/23	Lew	LCR013	13-LC	4/27/23	5/2/23	230427018-03	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.006 BDL
4/26/23	Lew	LCR014	14-LC	4/27/23	5/2/23	230427018-04	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.005 BDL
4/26/23	Lew	LCR015	15-LC	4/27/23	5/2/23	230427018-05	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.003 BDL

NT: Not Tested
Lab MRL: Laboratory Minimum Reporting Level
BDL: Below Laboratory MRL. A less than (<) may also used.

mg/L: Milligrams per Liter
AL: Action Level

Sample Date	Collector	Sample Pt ID	Address, City, Zip	Lab Receipt Date	Lab Analysis Date	Laboratory Sample ID #	Analyte	Analytical Method	AL (mg/L)	Lab MRL (mg/L)	Result (mg/L)
4/26/23	Lew	LCR016	16-LC	4/27/23	5/2/23	230427018-06	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.004 BDL
Sample Date	Collector	Sample Pt ID	Address, City, Zip	Lab Receipt Date	Lab Analysis Date	Laboratory Sample ID #	Analyte	Analytical Method	AL (mg/L)	Lab MRL (mg/L)	Result (mg/L)
4/26/23	Lew	LCR017	17-LC	4/27/23	5/2/23	230427018-07	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.004 BDL
Sample Date	Collector	Sample Pt ID	Address, City, Zip	Lab Receipt Date	Lab Analysis Date	Laboratory Sample ID #	Analyte	Analytical Method	AL (mg/L)	Lab MRL (mg/L)	Result (mg/L)
4/26/23	Lew	LCR018	18-LC	4/27/23	5/2/23	230427018-08	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.003 BDL
Sample Date	Collector	Sample Pt ID	Address, City, Zip	Lab Receipt Date	Lab Analysis Date	Laboratory Sample ID #	Analyte	Analytical Method	AL (mg/L)	Lab MRL (mg/L)	Result (mg/L)
4/26/23	Lew	LCR019	19-LC	4/27/23	5/2/23	230427018-09	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.002 BDL
Sample Date	Collector	Sample Pt ID	Address, City, Zip	Lab Receipt Date	Lab Analysis Date	Laboratory Sample ID #	Analyte	Analytical Method	AL (mg/L)	Lab MRL (mg/L)	Result (mg/L)
4/26/23	Lew	LCR020	20-LC	4/27/23	5/2/23	230427018-10	Copper Lead	EPA 200.8 EPA 200.8	1.3 0.015	0.001 0.001	0.003 BDL

NT: Not Tested
Lab MRL: Laboratory Minimum Reporting Level
BDL: Below Laboratory MRL. A less than (<) may also used.

mg/L: Milligrams per Liter
AL: Action Level



Drinking Water Chain of Custody

Report To Information		Project Information	
Company Name: <u>Park Forest W.P.</u>	Company Name: <u>PFWD</u>	PWSID: <u>CO 0121600</u>	System Name: <u>Park Forest (Water Dist)</u>
Contact Name: <u>Lynn Willow</u>	Contact Name: <u>Torrey</u>	Compliance Samples: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Send Results to CDPHE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: <u>7340 McFerran Dr</u>	Address: <u>7340 McFerran Dr</u>	Task Number (Lab Use Only):	CAL Task
City: <u>CLS</u> State: <u>CO</u> Zip: <u>80904</u>	City: <u>CLS</u> State: <u>CO</u> Zip: <u>80904</u>	Phone: <u>719 373 4340</u>	230427018
Phone: <u>719 373 4340</u>	Phone: <u>719 494 1320</u>	Email: <u>PFWDORC@PFWD.ORG</u>	CJF
Sample Collector: <u>CLS</u>	Email: <u>PFWDORC@PFWD.ORG</u>	PO Number: <u>1SThalf LCR</u>	
Sample Collector Phone: <u>Sunn</u>			

Commerce City Lab
 10411 Heinz Way
 Commerce City CO 80640

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

Phone: 303-659-2313
www.coloradolab.com

Report To Information		Client Sample ID / Sample Pt ID		PHASE I, II, V Drinking Water Analyses (check requested analysis)																Subcontract Analyses											
Date	Time	Residual Chlorine (mg/L) P/A Samples Only	Total Coliform P/A	504.1 EDB/BCP	505 Pests/PCBs	515.4 Herbicides	524.2 VOCs	525.2 SOCs-Pest	531.1 Carbamates	547 Glyphosate	548.1 Endothal	549.2 Diquat	524.2 TTHMs	552.2 HAA5s	Lead/Copper	Nitrate	Nitrite	Fluoride	Inorganics	Alk/Lang. Index (Circle)	TOC, DOC (Circle)	SUVA, UV 254 (Circle)	Gross Alpha/Beta	Radium 226/228	Radon	Uranium	Chlorite				
4-25	8:00																														
4-26	6:50														X																
4-26	7:00														X																
4-26	6:00														X																
4-26	6:10														X																
4-26	7:45														X																
4-26	8:15														X																
4-26	9:00														X																
4-26	7:40														X																
4-26	7:30														X																
Instructions:				C/S Info:																							Seals Present Yes <input type="checkbox"/> No <input type="checkbox"/> Headspace Yes <input type="checkbox"/> No <input type="checkbox"/>				
Received By: <u>[Signature]</u>				Date/Time: <u>4-26-23</u>		Received By: <u>VFA</u>		Date/Time: <u>4-27-23</u>		Delivered Via: <u>UPS</u>				Date/Time: <u>4-27-23</u>		C/S Charge <input checked="" type="checkbox"/>		Temp. <u>18 MO</u>		Sample Pres. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Date/Time: <u>10/20</u>									