

A amended well permit will be required to allow for two single family dwellings, sites 121 and 124. Please resubmit amended well permit.

JOINT USE WATER WELL AGREEMENT

This Agreement shall act as a covenant running with the land and shall apply to two Crystal Park Memberships which are associated with the following tracts of land, located in Crystal Park Filing No. 2, Manitou Springs, El Paso County, Colorado. The legal descriptions of the two tracts are attached hereto as EXHIBIT A, and incorporated herein by this reference. The two tracts are known as Membership M-192, Site S-124 ARR, Crystal Park Filing #2 [S-124] [Frindt], and Membership M-56, Site S-121 ARR, Crystal Park Filing #2 [S-121] [Lanning].

This Agreement shall be identified in the deeds of the two tracts in this subdivision, and in any other recorded instrument relating to these two tracts individually or to the subdivision as a whole.

WHEREAS, to minimize the costs of present and future tract owners of developing and maintaining a water supply to the above referenced properties (the "Properties"), the undersigned have deemed it desirable to utilize a single well, currently existing on Site S-121 [Lanning], pursuant to Well Permit No. 66046-F (the "Well Permit" a copy is attached hereto as EXHIBIT B and will likely need to be amended upon execution of this agreement), to serve the tracts, subject to the approval and conditions set forth in the Well Permit and also as set forth by the Colorado Division of Water Resources, and,

WHEREAS the Parties are desirous of outlining the rights and responsibilities associated with the operation and maintenance of the well, and,

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration described in 2.C.i below, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS:

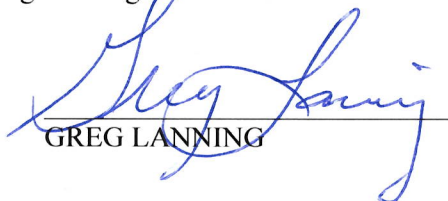
- A. OWNER: The record owner of each Membership has, by his, or any prior owner's signature hereon, subscribed to this Joint-Use Agreement. Regardless of whether Ownership of the Membership is joint or common tenancy, for purposes of voting, there shall be one vote per tract.
 - B. WELL: The well, by permit, may serve two home sites. The well system will at a minimum consist of the well and the well pump. The well system shall include any wiring, electrical and plumbing fixtures, and fittings, pipe, meters, pressure or storage tank systems, equipment pit, and pump and any other appurtenances thereto, except the water distribution lines from the well to each tract, which shall be the personal responsibility of the owner of said tract.
 - C. TRACTS: The two tracts have been properly surveyed and said surveys recorded on the Crystal Park HOA master map. The two tracts are described in EXHIBIT A.
2. USE: The owner of each tract served by the well shall have an equitable ownership interest in said well, which interest shall be coupled to and transferred with the ownership to each said tract and shall not be severable thereafter except as provided herein. Such interest shall entitle owners of tracts served by the well to substantially equal water distribution for uses provided in the Well Permit, subject to the following:

- A. A totalizing flow meter shall be attached to each water line from the well to both water users' dwellings, such that the total amount of water diverted by each owner may be accurately measured. The well shall be limited in accordance with the Well Permit, a copy of which is attached hereto as EXHIBIT B, and incorporated herein by this reference.
 - B. Owners shall be responsible for any and all physical damage to the well resulting from their connection to the well; however, this shall not include problems or inconvenience caused to the other user by interruption of water flow to their tract. Should any physical damage occur, the owner responsible shall immediately cause said damage to be repaired.
 - C. Each owner shall be obligated to share equally in the costs of permit, installation, meter, operation, maintenance, repair (except as provided in 3.B.), and to protect and legally defend the well, pumping and distribution equipment located within the easement, water rights and easement.
 - i. Prior to tapping onto the well, the owners of S-124 [Frindt] shall pay the owners of S-121 [Lanning] \$13,875.88, an amount equal to ½ of the cost of installation of an equivalent well at 2021 prices, including equipment and drilling. In addition to half the well cost, the owners of S-124 [Frindt] shall pay the owners of S-121 [Lanning] \$2,000.00 to help offset the Lanning's cost of electrical installation. The total amount paid shall therefore be \$15,875.88.
 - ii. The costs of installation, repair and maintenance of the water distribution lines from the well to each tract shall be borne solely by the owner of said tract.
 - iii. The well pump shall be placed on a separate electrical meter from any dwelling. Said meter shall be provided by the electrical service provider in the area, which will then bill specifically for the power used by the well. The cost of utilities shall be divided in accordance with the usage set forth in the respective flow meters.
 - iv. All lines from the well to tracts shall contain valves allowing for shutoff of the water supply at the wellhead or pit.
 - v. Except as provided in 2.B. and 2.C.i., 2.C.ii., and 2.C.iii., relating to the initial costs of installation, electric bills and required maintenance, no capital improvements shall be made to the system which results in assessments to any tract owner of more than \$200.00 in any one year, unless approved in writing by both owners.
 - vi. No owner shall be entitled to compensation from any other owner for administrative time or personal time expended in the management of the well; however, owners may be reimbursed for parts purchased for repair.
3. **ENFORCEMENT:** If any owner shall violate any of the covenants herein, it shall be lawful for any other owner or users to prosecute any proceedings at law or in equity against the person or

persons violating such covenants, and either prevent him from doing so, or to recover costs or damages for such violation, or both.

- A. Any controversy, dispute or question arising out of, in connection with, or in relation to this Agreement, or its interpretation, performance or non-performance, or any breach thereof shall be determined by arbitration conducted by arbitration in accordance with the existing rules of the American Arbitration Association.
 - B. In the event that any sums due from any owner are not paid when owed, then such sums shall be considered delinquent and together with interest, attorney fees, and costs of collections, shall become a continuing lien on the delinquent owner's tract. The Lienor shall be the owner(s) who advances the sums unpaid by the delinquent party. Such liens shall cloud the title of the tract of the owner, his heirs, successors, devisees, personal representatives and assigns.
 - C. If the delinquent sums are not paid in thirty (30) days after the due date, they shall bear interest at the rate of eighteen percent (18%) per annual and the Lienor may record a Statement of Lien and foreclose his lien against the Property as provided in Colorado law.
 - D. In addition to the foregoing, the non-delinquent owner shall have the right to disconnect, or shut off the water supply to the tract of the delinquent owner whose payments are thirty (30) days past due until he has paid all sums due hereunder.
- 4. **TERMINATION:** Upon signing of this agreement, this Agreement shall be recorded and shall be binding upon the parties thereto, their heirs, successors, devisees, personal representatives or assigns, upon execution and shall run with the land unless terminated as provided herein.
 - 5. **AMENDMENT:** This Agreement may be modified or amended at any time by a recorded statement signed by all parties hereto.
 - 6. **NOTICE:** Any notice required to be sent to any owner under the provisions hereof shall be deemed to have been properly given when mailed by first class mail, to the address of record or the last known address of the owner or recorded at the time of mailing.
 - 7. **SEVERABILITY:** Invalidation of any of the covenants, limitation or provisions of this Agreement by judgment or Court Order shall in no way affect any of the remaining provisions hereof, and same shall continue in full force and effect.
 - 8. This Agreement shall be construed in accordance with the laws of the State of Colorado. The parties agree that the exclusive place of venue and jurisdiction shall be any court of competent jurisdiction located within El Paso County, Colorado.
 - 9. In the event that it becomes necessary to enforce the terms hereof, the prevailing party shall be entitled to its attorney and costs in connection with such disputes.

OWNERS OF Membership M-56, Greg Lanning and Elizabeth Kahn-Lanning Site S-121 ARR


GREG LANNING


ELIZABETH KAHN-LANNING

2-27-2021
Date

OWNERS OF Membership M-192, Austin and Jessica Frindt Site S-124 ARR


AUSTIN FRINDT


JESSICA FRINDT

2-27-2021
Date

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

The forgoing instrument was acknowledged before me this 27th day of Feb 2021 by
Greg Lanning, Elizabeth Kahn-Lanning, Austin Frindt and Jessica Frindt

My commission expires Aug. 13, 2023

Witness my hand and official seal.

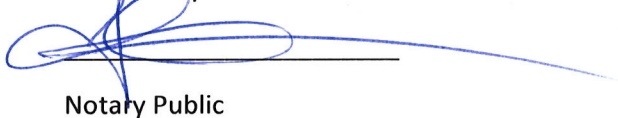

Notary Public



EXHIBIT A

LEGAL DESCRIPTION OF SITE S-121 ARR [LANNING] AND SITE S-124 ARR [FRINDT]

TRACT #1 – Greg Lanning and Elizabeth Kahn-Lanning, Site S-121 ARR:

Legal Description:

Site addition to Crystal Park Subdivision No. 2, a portion of the east one-half (E1/2) of section 17, Township 14 South, Range 67 west of the sixth principle meridian, County of El Paso, State of Colorado, more particularly described as follows:

Commencing (P.O.C.) at the northeast corner of said Section 17, as monumented by a 2-1/2" aluminum cap stamped "Rampart PLS 38560", from which the northwest corner of said Section 17, as monumented by a granite stone bears N 88° 03' 37" W, a distance of 5195 feet and is the basis of bearing used herein;

Thence S 28° 36' 39" W, a distance of 3,196.63 feet to the point of beginning (P.O.B.) of the site herein described;

Thence S 7° 17' 37" W, a distance of 147.00 feet;

Thence N 74° 48' 51" W, a distance of 175.32 feet;

Thence N 11° 09' 39" W, a distance of 158.23 feet;

Thence S 85° 23' 06" E, a distance of 80.41 feet;

Thence S 70° 32' 15" E, a distance of 146.72 feet to the point of beginning.

Said tract containing 30,490 square feet (0.70 acres) of land, more or less.

TRACT #2 – Austin and Jessica Frindt, Site S-124 ARR:

Legal Description:

Site addition to Crystal Park Subdivision No. 2, a portion of the east one-half (E1/2) of section 17, Township 14 South, Range 67 west of the sixth principle meridian, County of El Paso, State of Colorado, more particularly described as follows:

Commencing (P.O.C.) at the northeast corner of said Section 17, as monumented by a 2-1/2" aluminum cap stamped "Rampart PLS 38560", from which the northwest corner of said Section 17, as monumented by a granite stone bears N 88° 03' 37" W, a distance of 5195 feet and is the basis of bearing used herein;

Thence S 35° 02' 17" W, a distance of 3084.53 feet to the point of beginning (P.O.B.) of the site herein described;

Thence S 40° 55' 55" E, a distance of 103.79 feet;

Thence S 02° 00' 00" E, a distance of 121.00 feet;

Thence S 78° 00' 00" W, a distance of 141.00 feet;


Thence N 12° 00' 00" W, a distance of 210.00 feet;

Thence N 78° 00' 00" E, a distance of 111.80 feet to the point of beginning.

Said tract containing 30,490 square feet (0.70 acres) of land, more or less.

EXHIBIT B

66046-F

FORM NO. GWS-32 02/2005	PUMP INSTALLATION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER 1313 Sherman St., Room 818, Denver, CO 80203 Info (303) 866-3587 Main (303) 866-3581 Fax (303) 866-3589 http://www.water.state.co.us	For Office Use Only RECEIVED SEP 02 2008 WATER RESOURCES STATE ENGINEER COLO
1. WELL PERMIT NUMBER: 66046-F		
2. WELL OWNER INFORMATION NAME OF OWNER ELIZABETH KAHN-LANNING, GREG LANNING MAILING ADDRESS 173 CRAZY HORSE LANE CITY WOODLAND PARK, STATE CO ZIP CODE 80863-7800 TELEPHONE # (719) 238-0240		
3. WELL LOCATION AS DRILLED: NW1/4, SE1/4 Sec. 17, Twp. 14 <input type="checkbox"/> N or <input checked="" type="checkbox"/> S, Range 67 <input type="checkbox"/> E or <input checked="" type="checkbox"/> W DISTANCES FROM SEC. LINES: 2360 ft. from <input type="checkbox"/> N or <input checked="" type="checkbox"/> S section line and 1600 ft. from <input checked="" type="checkbox"/> E or <input type="checkbox"/> W section line. SUBDIVISION: CRYSTAL PARK CHARISTIAN COMMUNITY LOT S-121, BLOCK _____, FILING (UNIT) 2 Optional GPS Location: GPS Unit must use the following settings: Format must be UTM, Units Easting: _____ must be meters, Datum must be NAD83, Unit must be set to true N, <input type="checkbox"/> Zone 12 or <input type="checkbox"/> Zone 13 Northing: _____ STREET ADDRESS AT WELL LOCATION: _____		
4. PUMP DATA: Type: SUBMERSIBLE Date Installed: 7/28/2008 Pump Manufacturer: GOULDS Pump Model No. 7GS10 Design GPM: 7 at RPM _____ HP 1 Volts 230 V Full Load Amps 8.2 Pump Intake Depth: 378 Feet, Drop/Column Pipe Size 1 inches, Kind of Drop Pipe SCH 80 PVC ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM: Turbine Driver Type: <input type="checkbox"/> Electric <input type="checkbox"/> Engine <input type="checkbox"/> Other _____ Design Head feet Number of Stages Shaft size inches		
5. OTHER EQUIPMENT: Airline Installed <input type="checkbox"/> Yes <input type="checkbox"/> No, Orifice Depth ft. _____ Monitor Tube Installed <input type="checkbox"/> Yes <input type="checkbox"/> No, Depth ft. _____ Flow Meter Mfg. MASTER METER Meter Serial No. 3798200 Meter Readout: <input type="checkbox"/> Gallons, <input type="checkbox"/> Thousand Gallons, <input type="checkbox"/> Acre feet Beginning Reading _____		
6. TEST DATA: <input type="checkbox"/> check box if Test Data is submitted on Supplemental Form. Date: 09/05/07 Total Well Depth: 400 ft. Time: 2 HOURS Static Level: 6 ft. Rate (gpm): 2 GPM Date Measured: 7/28/08 Pumping Level (ft): 400 FT		
7. DISINFECTION: Type GRANULAR CHLORINE Amt. Used 2 CUP(S) (100 PPM)		
8. Water Quality analysis available: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please submit with this report.		
9. Remarks: EQUIP. PRODUCTION TEST: HOURS: 30 MIN. PUMP CABABILITY: 8.7 GPM PUMPING LEVEL: 378 FT. DATE: 07/28/08		
10. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. [The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$5000 and/or revocation of the contracting license.]		
Company Name: BLACK MOUNTAIN PUMP SERVICE, INC. Mailing Address: PO BOX 783, DIVIDE, CO 80814	Phone: (719)687-7210	License Number: 1344
Signature: 	Print Name and Title MICK L. BATES, PRESIDENT	Date 8/26/2008

Form No.
GWS-25

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

1261

WELL PERMIT NUMBER 66046 -F
DIV. 2 WD 10 DES. BASIN MD

APPLICANT

Lot: S-121 Block: Filing: 2 Subdiv: CRYSTAL PARK CHRISTIAN COMMUNITY

ELIZABETH KAHN-LANNING
GREG LANNING
173 CRAZY HORSE LN
WOODLAND PARK, CO 80863-7800

(719) 238-0240

APPROVED WELL LOCATION

EL PASO COUNTY
NW 1/4 SE 1/4 Section 17
Township 14 S Range 67 W Sixth P.M.

DISTANCES FROM SECTION LINES

2360 Ft. from South Section Line
1600 Ft. from East Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: Northing:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

Page 1 of 2

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) on the condition that this well is operated in accordance with the Crystal Park Investors, a Partnership and Crystal Park Christian Community Corp., Successors in interest to Crystal Park Development Co. Augmentation Plan approved by the Division 2 Water Court in case no. W-4568. If this well is not operated in accordance with the terms of said decree, it will be subject to administration including orders to cease diverting water.
- 4) Approved for a well on a residential site of 0.70 acre(s) described as lot S-121, filing 2, Crystal Park Christian Community Subdivision, El Paso County.
- 5) The use of ground water from this well is limited to ordinary household purposes inside one single family dwelling. The ground water shall not be used for irrigation or other purposes.
- 6) The maximum pumping rate of this well shall not exceed 15 GPM.
- 7) The maximum annual consumptive use of groundwater from this well, in combination with all other wells constructed pursuant to Division 2 Water Court case no. W-4568 shall not exceed 13 acre feet per year.
- 8) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 9) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 10) This well shall be constructed not more than 200 feet from the location specified on this permit.

NOTE: This permit has been approved subject to the following changes: the full name of the subdivision is Crystal Park Christian Community. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

APPROVED
CDK

For State Engineer

DATE ISSUED 07-25-2007

By

EXPIRATION DATE 07-25-2008

Receipt No. 3619204

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
CONDITIONS OF APPROVAL

NOTE: This permit will expire on the expiration date unless the well is constructed and a pump is installed by that date. A Well Construction and Test Report (GWS-31) and Pump Installation and Test Report (GWS-32) must be submitted to the Division of Water Resources to verify the well has been constructed and the pump has been installed. A one-time extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://www.water.state.co.us/pubs/forms.asp>. *CDL 7/25/07*

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WATER RESOURCES
STATE ENGINEER
COLO.

IN THE DISTRICT COURT IN AND FOR

WATER DIVISION NO. 2

STATE OF COLORADO

CASE NO. W-4568

COPY

APR 11 '77 PM

Filed in the office of the Clerk,
District Court Water Division
No. 2, State of Colorado



Russell H. Spence
CLERK

APPLICATION FOR APPROVAL
OF PLAN FOR AUGMENTATION

IN THE MATTER OF THE APPLICATION
FOR WATER RIGHTS OF

CRYSTAL PARK INVESTORS, A
PARTNERSHIP, AND CRYSTAL PARK
CHRISTIAN COMMUNITY CORP.,
SUCCESSORS IN INTEREST TO CRYSTAL
PARK DEVELOPMENT CO., ORIGINAL
CLAIMANT

IN THE ARKANSAS RIVER OR ITS
TRIBUTARIES

TRIBUTARY INVOLVED - FOUNTAIN
CREEK

IN EL PASO COUNTY

1. Name and mailing address
of Applicant:

Crystal Park Christian Community Corp.
810 Crystal Park Road
Colorado Springs, Colorado

2. Name of ditch or other structure
to be utilized in augmentation:

The City of Colorado Springs Municipal
Waste Water Treatment Facility Effluent.

3. Information concerning decree:

The Colorado River right owned by the City
of Colorado Springs under the terms of the
decree of the United States District Court
at Denver, Colorado in Consolidated Cases
2782, 5016 and 5017.

4. The Applicant has established a non-profit recreational association
which owns 2000 acres along Crystal Park Road, El Paso County. The association
is limited to 360 members, each of which has the privilege to build a residence
on association property. The association is responsible for supplying water
to each residence constructed on its property, and desires to provide wells
along Sutherland Creek (for household use only) for this purpose. Sewage disposal
will be by non-evapotranspiration sewage systems.

Applicant proposes to replace the consumptive use of said wells
in the Arkansas River System through the replacement thereof with transmountain
sewage effluent to be released into Fountain Creek, a tributary of the Arkansas
River, under the terms of an agreement with the City of Colorado Springs,
Colorado, dated July 9th, 1976, a copy of which is attached hereto. The City
of Colorado Springs has rights on Sutherland Creek of such amounts and priority
as would divert the entire flow of Sutherland Creek.

Applicant will require each member of the association to comply
with the terms of a water agreement, a copy of which is attached hereto,

granting applicant control and the right of supervision over all wells authorized as part of the augmentation plan authorized hereunder.

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STATE ENGINEER
COLO.

5. Legal Description of area for which well permits will be required.

The East half of the Northeast quarter and the East half of the Southeast quarter of Section 13 in Township 14 South, West of the 6th P.M.:

And the following land located in Township 14 South, Range 67 West of the 6th P.M., to-wit:

The Southeast quarter, the South half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 7; the West half of the Southeast quarter, and the East half of the Southwest quarter and the West half of the Southwest quarter of Section 8, excepting that portion of the Southwest quarter of the Southeast quarter of said Section 8 described as follows: Beginning at the Northeast corner of said SW 1/4 of the SE 1/4; thence N 83° 11' 13" W, along the North line thereof, 394.07 feet; thence S 0° 09' 13" W 1312.11 feet to a point on the South line of said SW 1/4 of the SE 1/4; thence S 88° 02' 19" E 394.10 feet to the Southeast corner of said SW 1/4 of the SE 1/4; thence North, along the East line of said SW 1/4 of the SE 1/4 to the point of beginning:

The East half of the Southeast quarter, the Northwest quarter of the Southeast quarter, and North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, the Northwest quarter, the West half of the Southwest quarter of Section 17; all of Section 18 and the Northeast quarter of Section 19, Township and Range aforesaid; including all of the property previously described as Crystal Park Subdivision No. 1, except Lots 4, 5 and 6 in Block 1, Lots 1, 2, 3, 16, 17 and 18 in Block 2, and all of Block 10 in said Subdivision, and excepting a tract of land conveyed by Deed recorded in Book 1652 at Page 302, excepting a tract of land conveyed by Deed recorded in Book 1652 at Page 304, and also excepting from the above conveyance one tract of 30,000 square feet which has hereto been leased for a period of 99 years to Francis Staggs, as recorded in Book 2597 at Page 758.

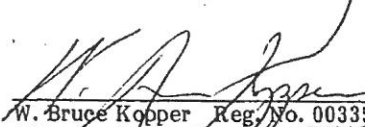
All in El Paso County, Colorado.

6. Anticipated Consumptive Use:

Each residence will utilize no more than 0.25 acre feet per year based on 3.5 people per unit, 65 gallon per capita per day, 365 days per year. Of this amount the consumptive use is estimated to be 10%, or not more than .030 acre feet per residence, for a total consumptive use, if each member constructs a residence, of not more than 10.8 acre feet per year. It is anticipated that the majority of residences will be occupied only on a seasonal basis.

7. Temporary Approval:

The applicant proposes to request approval of a temporary plan of augmentation within 5 days of the filing of this application with the Clerk of the Water Court under the provisions of C.R.S. Section 37-92-307 1973, as amended.


W. Bruce Kopper Reg. No. 003357
Attorney for Applicant
501 Mining Exchange Building
Colorado Springs, CO 80903
471-4974

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COLO.

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

Robert L. Gould, being first duly sworn
upon oath, deposes and says that he has read the foregoing application, knows the
contents thereof and that the same is true.

Robert L. Gould
President, Crystal Park Christian
Community

Subscribed and sworn to before me this 11th day of April,

1977.

Jeanne D'Neil
Notary Public

My Commission expires:

October 28, 1979

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JAN 07 1998

WATER RESOURCES
STATE ENGINEER
COLO.

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

Clyde B. Young, being first duly sworn upon oath, deposes and says
that he has read the foregoing application, knows the contents thereof and that
the same is true.

Clyde B. Young
Clyde B. Young

Subscribed and sworn to before me this 11th day of April,
1977.

Richard W. Simpson
Notary Public

My Commission expires:

March 23, 1977