


EL PASO COUNTY
COLORADO

COMMISSIONERS:
MARK WALLER (CHAIR)
LONGINOS GONZALEZ, JR. (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
CAMI BREMER

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

TO: El Paso County Planning Commission
Brian Risley, Chair

FROM: Kari Parsons, Planner III
Steve Kuehster, PE Engineer III
Craig Dossey, Executive Director

RE: Project File #: PUDSP-19-002
Project Name: Sanctuary of Peace Residential Community
Parcel Nos.: 61270-00-063

OWNER:	REPRESENTATIVE:
Benet Hill Monastery of Colorado Springs, Inc. 3190 Benet Lane Colorado Springs, CO 80921	M.V.E., Inc. 1903 Lelaray Street, Suite 200 Colorado Springs, CO 80910

Commissioner District: 1

Planning Commission Hearing Date:	11/19/2020
Board of County Commissioners Hearing Date	12/8/2020

EXECUTIVE SUMMARY

A request by Benet Hill Monastery of Colorado Springs, Inc., for approval of a map amendment (rezoning) of 49.58 acres from RR-5 (Residential Rural) and A-5 (Agricultural) to PUD (Planned Unit Development) pursuant to a site specific PUD development plan to allow for the development of 26 attached single-family residential lots, one (1) lot for the purpose of a private business event center with four (4) guest rooms, private rights-of-way, drainage, open space, and utility tracts. The request also



includes approval of the PUD development plan as a preliminary plan with a finding of water sufficiency for water quality, quantity, and dependability.

The applicant is proposing to construct a community water system and four (4) shared on-site wastewater systems. Approval by the Board of County Commissioners of the preliminary plan with a finding of sufficiency for water quality, quantity, and dependability authorizes the Planning and Community Development Department Director to administratively approve all subsequent final plat(s). The applicant is also requesting approval to perform pre-development site grading. The parcel is located north of Stagecoach Road, south of Benet Lane, east of Roller Coaster Road, and west of Highway 83 and is within Section 27, Township 11 South, Range 66 West of the 6th P.M. The subject property is located within the boundaries of the Tri-Lakes Comprehensive Plan (2000) area.

A. REQUEST/MODIFICATIONS/AUTHORIZATION

Request: Approval of a map amendment (rezoning) from RR-5 (Residential Rural) and A-5 (Agricultural) to PUD (Planned Unit Development) to develop 26 residential lots, one (1) lot for a business event center, and four (4) tracts within a 49.58 acre development area. In accordance with Section 4.2.6.E of the El Paso County Land Development Code (2019), a PUD Development Plan May be Approved as a Preliminary Plan; the applicant is also requesting the PUD development plan be approved as a preliminary plan. The applicant is also requesting approval to perform pre-development site grading. In addition, a finding of water sufficiency for water quality, quantity, and dependability is being requested.

Modification of Existing Land Development Code (LDC) or Engineering Criteria Manual (ECM) Standard:

For approval of a modification of a general development standard in the LDC or standard of the ECM, the BoCC shall find that the proposal provides for the general health, safety, and welfare of the citizens and at least one of the following benefits:

- Preservation of natural features;
- Provision of a more livable environment, such as the installment of street furniture, decorative street lighting or decorative paving materials;
- Provision of a more efficient pedestrian system;
- Provision of additional open space;
- Provision of other public amenities not otherwise required by the Code; or
- The proposed modification is granted in exchange for the open space and/or amenity designs provided in the PUD development plan and/or development guide.

The applicant requests the following modification(s) of the Code:

1. Section 8.4.4.C, *Public Roads Required*, of the Code states:
“Divisions of land, lots and tracts shall be served by public roads.”
2. Section 8.4.4.E.3, *Private Road Allowances*, of the Code states:
“Generally, private roads shall be constructed and maintained to ECM standards except as may be otherwise determined in the waiver. Private road waivers may include design standards for the following:
 - Right-of-way width where suitable alternative provisions are made for pedestrian walkways and utilities;
 - Design speed where it is unlikely the road will be needed for use by the general public;
 - Standard section thickness minimums and pavement type where suitable and perpetual maintenance provisions are made;
 - Maximum and minimum block lengths; and
 - Maximum grade.

PCD Executive Director Recommendation:

The applicant proposes for those lots included within the development area to obtain access from Promise Point, a private roadway. Additionally, the applicant proposes those private roadways not be built to EPC standards.

The PCD Executive Director recommends approval of the requested PUD modifications. Per the proposed PUD/Preliminary Plan, adequate lot accessibility can be provided via the proposed private roadway. The applicant has depicted a striped asphalt walkway design and layout that accommodates pedestrians throughout the Proposed PUD/Preliminary plan and allows for connections to the proposed open space. As summarized in the applicant’s letter of intent, reducing the requirement of constructing private roads to public road standards to a lesser standard is proposed to provide for a more livable environment, and allow for the provision of additional open space. The applicant is proposing the maintenance of the private roads be provided by a homeowners’ association.

3. Section 8.4.3.B.2.f, *Lots Using OWTS*, of the Code states:
 - (i) “Lots which will utilize an OWTS shall have a minimum area of 2.5 acres.

(ii) "Minimum of 1 acre of buildable area is required for lots proposed to utilize an OWTS."

4. Section 8.4.8.C.2, *Two OWTS Sites Required for All Lots or Parcels*, of the Code states:

"All lots shall be designed to ensure that each lot has a minimum of 2 sites appropriate for OWTS which do not fall in the restricted areas identified on the preliminary plan; soils and geology report delineated wetland or floodplain maps; or other reports required under this Code."

PCD Executive Director Recommendation:

The applicant proposes a minimum lot size of 3,900 square feet and for those lots to be served by four (4) shared Onsite Wastewater Treatment System (OWTS), which is below the required minimum lot size.

Per the proposed PUD/Preliminary Plan wastewater treatment report, adequate on-site wastewater treatment can be provided via the proposed four (4) shared OWTS. There are no geologically constrained areas or areas unsuitable for an OWTS depicted on the preliminary plan or within the soils and geology report. There is no delineated wetland or floodplain area within the subject property. The applicant's wastewater engineer, 285 Engineering, has provided the design drawings for the proposed four (4) OWTS to PCD, Colorado Department of Health and Environment (CDPHE), and El Paso County Public Health for review and comment. EPC Public Health has provided comments stating that the radius for the wells must be a minimum of 140-feet from the zone of influence from the OWTS area. CDPHE has not provided comments to PCD to date.

The clustering of the substandard sized lots proposes to concentrate the development area into approximately 5.14 acres (10.4 percent) of the 49.58-acre site, thereby retaining approximately 44.3 acres (89.6 percent) of the site as open space. As summarized in the applicant's letter of intent, reducing the number of individual OWTS systems is proposed to provide for a more livable environment and additional open space.

Modifications from the Engineering Criteria Manual (ECM) (2019) which do not qualify as a PUD modification as identified in Section 4.2.6.F.2 of the Land Development Code are required to be requested as deviations of the ECM.

The applicant is requesting the following deviation(s) of the ECM:

1. A deviation to Section 2.3.2, Table 2-7, of the ECM which specifies the centerline radius criterion for Local (low volume) roads to allow for reduced centerline radii of 50 feet where 100 feet is required on a Local (low volume) road.
2. A deviation to Section 2.3.2, Table 2-7, of the ECM which specifies the minimum lane width for Local (low volume) roads to allow for reduced road width of 10-feet where 12-feet is required on a Local (low volume) road.

ECM Administrator Recommendation:

The ECM Administrator recommends approval of the requested deviation in conjunction with the overall design requiring slow vehicle speeds on the proposed private roads. The applicant proposes to construct a 10-foot lane width where 12-foot is required for Promise Point, a private asphalt roadway. Turning templates were analyzed for the typical fire truck and trash truck that are anticipated to serve the subdivision showing that these vehicles can make the turns within the proposed road layout, and the Donald Wescott Fire Protection District has no objections to the design.

3. Section 2.5.2.B.3, *Sidewalks on Both Sides of Roadway*, of the ECM states: "Sidewalks shall be installed on both sides of the road."
4. Section 2.5.2.B 6 *Concrete Thickness*, of the ECM states: "Developments within a Planned Unit Development (PUD) zoning district shall be required to design and construct sidewalks to a thickness of five inches (5") for all sidewalks along the entire length of any roadway from which temporary or permanent access will be provided unless an alternative thickness is approved by the Board of County Commissioners as an element of the associated PUD development standards. Under no circumstances shall any sidewalk be designed and constructed to a thickness of less than four inches (4"). All other sidewalks within a PUD zoning district (e.g., sidewalks in common areas, sidewalks along identified school parcels, sidewalks in open space, etc.) may be designed and constructed to a thickness of five inches (5") but may, at the developer's discretion, be reduced to a thickness no less than four inches (4")."

ECM Administrator Recommendation: The ECM Administrator recommends approval of the requested deviations. The applicant does not propose to construct concrete sidewalks on both sides of the asphalt roadway. Alternatively, the applicant proposes to paint stripe a pedestrian walkway on one side of the asphalt outside of the 10-foot drivable lane to be owned and maintained by the HOA. Per the proposed PUD/Preliminary Plan, adequate lot accessibility can be provided via the proposed private roads. The applicant has depicted a striping design and layout that

accommodates pedestrians throughout the proposed PUD/preliminary plan and allows for connections to the proposed open space. The applicant has obtained written endorsement from the Donald Wescott Fire Protection District for the design of the private road. (Please see attached letter from Donald Wescott Fire Protection District).

Staff recommends that the deviation requests associated with the PUD (Planned Unit Development) Modifications from the ECM as prepared are acceptable contingent upon the approval of the PUD Modifications by the Board of County Commissioners.

Authorization to Sign: PUD Development Plan and any other documents required to finalize the approval. Approval by the Board of the preliminary plan with a finding of sufficiency for water quality, quantity, and dependability authorizes the Planning and Community Development Department Director to administratively approve all subsequent final plat(s) consistent with the preliminary plan as well as the associated Subdivision Improvements Agreements, Detention Pond Maintenance Agreements and any other documents necessary to carry out the intent of the Board of County Commissioners.

B. PLANNING COMMISSION SUMMARY

Request Heard:

Recommendation:

Waiver Recommendation:

Vote:

Vote Rationale:

Summary of Hearing:

Legal Notice:

C. APPROVAL CRITERIA

The Planning Commission and BOCC shall determine that the following the criteria for approval outlined in Section 4.2.6, and Section 7.2.1 of the El Paso County Land Development Code (2019), have been met to approve a PUD zoning district:

- The proposed PUD district zoning advances the stated purposes set forth in this section.
- The application is in general conformity with the Master Plan;
- The proposed development is in compliance with the requirements of this Code and all applicable statutory provisions and will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of El Paso County;

- The subject property is suitable for the intended uses and the use is compatible with both the existing and allowed land uses on the neighboring properties, will be in harmony and responsive with the character of the surrounding area and natural environment, and will not have a negative impact upon the existing and future development of the surrounding area;
- The proposed development provides adequate consideration for any potentially detrimental use to use relationships (e.g. commercial use adjacent to single family use) and provides an appropriate transition or buffering between uses of differing intensities both on-site and off-site which may include innovative treatments of use to use relationships;
- The allowed uses, bulk requirements and landscaping and buffering are appropriate to and compatible with the type of development, the surrounding neighborhood or area and the community;
- Areas with unique or significant historical, cultural, recreational, aesthetic or natural features are preserved and incorporated into the design of the project;
- Open spaces and trails are integrated into the development plan to serve as amenities to residents and provide reasonable walking and biking opportunities;
- The proposed development will not overburden the capacities of existing or planned roads, utilities and other public facilities (e.g. fire protection, police protection, emergency services, and water and sanitation), and the required public services and facilities will be provided to support the development when needed;
- The proposed development would be a benefit through the provision of interconnected open space, conservation of environmental features, aesthetic features and harmonious design, and energy efficient site design;
- The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would unreasonably interfere with the present or future extraction of such deposit unless acknowledged by the mineral rights owner;
- Any proposed exception or deviation from the requirements if the zoning resolution or the subdivision regulation is warranted by virtue of the design and amenities incorporated in the development plan and development guide; and
- The owner has authorized the application.

The applicant has requested the proposed PUD also be reviewed and considered as a preliminary plan. Compliance with the requirements identified in Chapter 7 and Chapter 8 of the El Paso County Land Development Code (2019) for a preliminary

plan requires the Planning Commission and the BoCC shall find that the additional criteria for a preliminary plan have also been met:

- The proposed subdivision is in general conformance with the goals, objectives, and policies of the Master Plan;
- The subdivision is consistent with the purposes of this Code;
- The subdivision is in conformance with the subdivision design standards and any approved sketch plan;
- A sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(a)] and the requirements of Chapter 8 of this Code;
- A public sewage disposal system has been established and, if other methods of sewage disposal are proposed, the system complies with state and local laws and regulations, [C.R.S. §30-28-133(6) (b)] and the requirements of Chapter 8 of this Code;
- All areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified and the proposed subdivision is compatible with such conditions. [C.R.S. §30-28-133(6)(c)];
- Adequate drainage improvements complying with State law [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of this Code and the ECM are provided by the design;
- The location and design of the public improvements proposed in connection with the subdivision are adequate to serve the needs and mitigate the effects of the development;
- Legal and physical access is or will be provided to all parcels by public rights-of-way or recorded easement, acceptable to the County in compliance with this Code and the ECM;
- The proposed subdivision has established an adequate level of compatibility by (1) incorporating natural physical features into the design and providing sufficient open spaces considering the type and intensity of the subdivision; (2) incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit if appropriate, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County; (3) incorporating physical design features in the subdivision to provide a transition between the subdivision and adjacent land uses; (4) incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the design; and (5) incorporating public

facilities or infrastructure, or provisions therefore, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of County services and facilities;

- Necessary services, including police and protection, recreation, utilities, open space and transportation system, are or will be available to serve the proposed subdivision;
- The subdivision provides evidence to show that the proposed methods for fire protection comply with Chapter 6 of this Code; and
- The proposed subdivision meets other applicable sections of Chapter 6 and 8 of this Code.

D. LOCATION

North: RR-5 (Residential Rural)	Benet Hill Monastery
South: RR-5 (Residential Rural)	Single-family Residential
East: PUD (Planned Unit Development)	Single-family/High Forest Ranch
West: RR-5 (Residential Rural)	Single- family Residential

E. BACKGROUND

The property was initially zoned A-4 (Agricultural) on January 3, 1955, when zoning was first initiated for this portion of the County. The eastern portion of the subject property was then rezoned from A-4 to A-2 (Farming) in 1966. Subsequent nomenclature changes to the El Paso County Land Development Code renamed the A-4 zoning district to the RR-5 (Residential Rural) zoning district and the A-2 zoning district to the A-5 (Agricultural) zoning district.

The 49.53 acre parcel is unplatted and vacant. The Benet Hill Monastery of Colorado Springs, a religious institution, retreat and retirement home, purchased the subject property in 2016. The Benet Hill Monastery is located on three (3) parcels, totaling 42.86 acres located immediately to the north of the subject parcel.

The applicant is requesting approval of a site-specific PUD and a preliminary plan to include 26 attached single-family residential units and another lot to be used for a private business event center to include four (4) guestrooms to be served by a private road. The private road is anticipated to be named Promise Point. Promise Point is proposed to be constructed from the existing Benet Lane, which serves the existing Monastery located north of the subject parcel. Benet Lane is a permitted access off of Highway 83 (CDOT permit no. 220060). CDOT does not object to the proposed applications.

The applicant held two neighborhood meetings prior to submitting the proposed PUD and preliminary plan. In response to the concerns of the community, the applicant has depicted an emergency access on the plan and has proposed to reduce the number of wells that would be required for development by proposing a community water system to serve the 27 lots. The applicant has obtained emergency access easements through the Monastery property and the residential property to the west, which would ultimately provide an emergency access for the residents in the area from Highway 83 to Roller Coaster Road.

If the Sanctuary of Peace Residential Community PUD Development Plan and preliminary plan are approved, and a finding of water sufficiency for water quality, quantity, and dependability is made by the Board of County Commissioners, it is anticipated that the applicant will request administrative approval of subsequent final plats by the Planning and Community Development Department Director.

F. ANALYSIS

1. Land Development Code Analysis

With the exception of the PUD Modifications and Deviations listed above, this application meets the preliminary plan submittal requirements, the standards for Divisions of Land in Chapter 7, and the standards for Subdivision in Chapter 8 as well as the Planned Unit Development (PUD) requirements outlined in Chapter 4 of the El Paso County Land Development Code (2019).

Section 4.2.6.F.8 of the Land Development Code requires a minimum of ten (10) percent of the overall residential PUD be set aside as open space area, and the Code requires no less than 25% of the gross land area of open space to be contiguous and usable. The PUD area is 49.58 acres in size, which would require a total of 4.98 acres of open space area. The applicant is providing 44.3 acres of undeveloped area, leaving approximately 89.6-percent of the land in open space. The open space area is anticipated to be accessible to the future residents for pedestrian activities and wildlife viewing.

2. Zoning Compliance

The PUD Development Plan identifies allowed and permitted uses; use, density, and dimensional standards such as setbacks, maximum lot coverage, and maximum building height; and overall landscaping requirements. The PUD Development Plan is consistent with the proposed PUD development guidelines and with the submittal and processing requirements of the Land Development Code.

3. Policy Plan Analysis

The El Paso County Policy Plan (1998) has a dual purpose; it serves as a guiding document concerning broader land use planning issues and provides a framework to tie together the more detailed sub-area elements of the County Master Plan. Relevant policies are as follows:

Policy 6.1.11 - Plan and implement land development so that it will be functionally and aesthetically integrated within the context of adjoining properties and uses.

Policy 8.3.1- Encourage development plans which appropriately incorporate parks, trails, and open space into their design.

Policy 12.1.3-Approve new urban and rural residential development only if structural fire protection is available.

Goal 13.1- Encourage an adequate supply of housing types to meet the needs of County residents.

The subject property is zoned A-5 (Agricultural) and RR-5 (Residential Rural) and is predominately surrounded by rural residential land uses except for the northern adjacent property where the Benet Hill Monastery is located. The Benet Hill Monastery of Colorado Springs, a religious institution, retreat and retirement home received a variance of use approval from the Board of County Commissioners on May 10, 2007, for religious housing in the RR-5 zoning district (PCD file no. VA-06-007).

Single-family residential uses are the predominate land use to the south and west of the subject property and are zoned RR-5. The RR-5 zoning requires a minimum lot size of five (5) acres. The properties to the west were platted in 1926 and are legally non-conforming with regard to lot size. The smallest lot size to the west is 1.35 acres and the largest is 2.5 acres. The unplatted parcels to the south range in size from 8.35 acres up to 20 acres. The properties to the east, (High Forest Ranch Filing No. 1 Subdivision) across State Highway 83, are zoned PUD and have an average lot size of 4.5 acres.

The plan proposes to utilize conservation design techniques, to cluster the development on 5.14 acres, which represents 10.4 percent of the subject property. Approximately 44.3 acres of the property will be left undeveloped, thereby leaving 89.6 percent of the land as open space. The proposed

development will be located in the center of the 49.58 acre site, which will allow for large buffers from the adjacent rural residential properties to the south, west and east. The plan proposes a density of one (1) dwelling unit per 1.84 acres. The proposed lot sizes are 3,900 square feet, which would be significantly smaller than the surrounding residential developments. However, the abundance of timbered area open space provides a transition and buffer from the adjacent properties. Without buffering and clustering the attached single-family residential development, as depicted on the PUD development plan and preliminary plan, compatibility with the surrounding residential land use could not be found.

The property is located within the Donald Wescott Fire Protection District. The District requested a two-way emergency access route through the property, the Benet Hill Monastery, and the private landowners to the west ultimately making a connection via Benet Lane from Highway 83 to Fools Gold Lane, to Evergreen Road, and then to Roller Coaster Road. The applicant has provided the requested access and associated easements. Additionally, the District has required a 15,000 gallon cistern, which the applicant has depicted on the plan.

4. Small Area Plan Analysis

The proposed Sanctuary of Peace Residential Community PUD Development Plan and Preliminary Plan is within the boundaries of the Tri-Lakes Comprehensive Plan (2000) area and more specifically within the Ponderosa Breaks sub-area of the Plan. The Plan recommends the sub-area be developed as low density residential (2.5 acre to 5 acre lot sizes).

The Ponderosa Breaks sub-area includes the following land use scenarios:

- Development emphasis should be on low density residential uses which focus on the timbered areas rather than the open portions of this unit. Overall densities should be consistent with adjacent existing subdivisions.
- Commercial developments should be discouraged. If they are to occur, they should only serve the needs of the local community, be located at designated intersections have limited hours of operation and be consistent with their surroundings.
- Manage, preserve, protect and enhance the vegetation to ensure the long-term health of the ponderosa forest.

Page 129 of the Plan also includes:

“It is recommended that future zoning size to be at least 2.5 acres on unplatted properties. That lot size will help maintain the existing rural density. Preserve open space along drainage basins originating along the Divide. This will limit erosion, provide for wildlife habitat, and create a visual screen.”

As discussed in the Policy Plan section above, the proposed map PUD/Preliminary plan proposes to utilize conservation design techniques to limit the development to the center of the property in an effort to preserve 89.6-percent of the land as open space. The applicant has completed the fire hazard mitigation on the property which is anticipated to manage, protect, and preserve the remaining vegetation on the subject parcel within the proposed open space area. The proposed overall density is one (1) dwelling units per 1.84 acres (includes the lot for the private business event center and four (4) guestrooms), which exceeds the Plan's recommendation of one (1) dwelling unit per 2.5 acres. The commercial use proposed to be included is limited per the proposed PUD development guidelines depicted on the plan. The PUD development guidelines limit the use to a business event center and associated guest lodging to the residents within the proposed community and the visitors of the Benet Hill Monastery. The limited scope of the private business event center and associated guest lodging supports the adjacent Monastery. Because the commercial development is limited to only serving the Monastery and future residents, a finding of consistency with the above Policy Plan recommendation regarding commercial development could be made.

The applicant is proposing to preserve 44.3 acres as open space. The proposed 5.14 acre development area is located 38 feet from the northern property line (nearest to the Benet Hill Monastery). The open space proposed within the PUD separates the proposed lots by a minimum of 162 feet from the southern property line; 1,792 feet from the western property line; and 1,332 feet from the eastern property line (State Highway 83). A topographical feature (knoll) rises in the open space area from the west and southwestern boundaries approximately 115 feet in elevation creating a visual barrier to the proposed lots within the development. In addition, the dense, mature evergreen forest provides a significant amount of visual screening from the proposed development to all property boundaries.

The abundance of timbered area open space proposed in comparison to the actual development area provides a transition, visual buffer, and allows the

proposed uses to be more compatible with the surrounding rural residential properties located to the south, west and east. The open space is anticipated to provide for wildlife habitat. Although the overall density exceeds the recommendations of the Plan, the Planning Commission and Board of County Commissioners could still make a finding of general conformance based upon the use of a clustered development design, the preservation of open space, and the type of low-intensity commercial development being proposed.

5. Water Master Plan Analysis

The El Paso County Water Master Plan (2018) has three main purposes; better understand present conditions of water supply and demand; identify efficiencies that can be achieved; and encourage best practices for water demand management through the comprehensive planning and development review processes. Relevant policies are as follows:

Goal 1.1 – Ensure an adequate water supply in terms of quantity, dependability and quality for existing and future development.

Goal 1.2 – Integrate water and land use planning.

Policy 6.0.11 – Continue to limit urban level development to those areas served by centralized utilities.

The subject property is located within Region 2, Monument Area, which is anticipated to experience significant growth through 2060. Specifically, the Plan states:

“Substantial growth is projected along Highway 83 in northwestern El Paso County. Planned growth areas are expected to be low density and would currently rely on well and septic systems, as no centralized well or sewer systems are available. Region 2 bordering Douglas County also has projected growth by 2060 between Furrow Road and Roller Coaster Road.”

The subject parcel is located within one of the areas specified as being anticipated to experience growth.

Region 2 has a current water supply of 13,607-acre feet per year and a current demand of 7,532-acre feet per year. The 2040 water supply is projected to be 20,516-acre feet per year and the projected demand is 11,713-acre feet. The 2060 water supply is projected to be 20,756-acre feet per year whereas the

demand is anticipated to be 8.37-acre feet per year, therefore, there is anticipated to be a surplus supply of water for this region of the County.

Although there is anticipated to be adequate water supply, the Plan identifies that the majority of the water for this region comes from non-renewable water sources:

“Denver Basin water comprises a large share of future supplies for Regions 2, 3, 4a, 4b, 4c, 5, 6, and 8. As previously discussed, heavy use of Denver Basin supplies is not expected to be economically sustainable over the long term. Water supplies in these regions may need to be diversified in the years ahead, depending on local aquifer conditions.”
(Page 68)

The applicant’s water resource report indicates that 1.3 acre feet of water per year or 26,000 square feet of landscape irrigation is allowed pursuant to their water decree. However, the applicant has stated in their letter of intent that the development intends to incorporate water conservation techniques, such as limiting the amount of irrigation. The applicant is proposing an augmentation plan which has been submitted and reviewed by the County Attorney’s Office. A finding of sufficiency in regard to water quantity, quality, and dependability is requested with this PUD/preliminary plan. Please see the Water section below for a summary of the water findings and recommendations for the proposed development.

6. Other Master Plan Elements

The El Paso County Wildlife Habitat Descriptors (1996) identifies the parcels as having a moderate wildlife impact potential. El Paso County Community Services, Environmental Division, and Colorado Parks and Wildlife (CPW) were each sent a referral and have no outstanding comments.

The Master Plan for Mineral Extraction (1996) identifies no mapped resources in the area of the subject parcels. A mineral rights certification was prepared by the applicant indicating that, upon researching the records of El Paso County, no severed mineral rights exist.

The El Paso County Parks Master Plan (2016) does not identify a park or trail within the subject property.

The El Paso County Major Transportation Corridors Plan (2016) is discussed below in Transportation of this report.

G. PHYSICAL SITE CHARACTERISTICS

1. Hazards

No hazards were identified during the review of the combined PUD and preliminary plan application that would impede development.

2. Wildlife

The El Paso County Wildlife Habitat Descriptors (1996) identifies the parcels as having a moderate wildlife impact potential. The Sanctuary of Peace Natural Features and Wildlife Report dated December 20, 2018 report indicates that Colorado Parks and Wildlife (CPW) was sent a request for review and comment. The CPW did provide the following comment regarding impacts to wildlife:

“CPW is concerned about the trees that will be removed for the development because trees may be currently occupied or historic bird nesting sites. Please take care to avoid removal of trees with occupied nesting birds. We recommend leaving as many native healthy trees on site and replacing trees that are removed with comparable native species on a 3:1 basis. Dead trees, or snags, provide valuable perching areas for native birds and should be left standing where possible.”

3. Floodplain

As indicated on FEMA Flood Insurance Rate Map (FIRM) panel number 08041C0295G, the property is located entirely outside of the 100-year regulatory floodplain.

4. Drainage and Erosion

The proposed development is in both Black Squirrel Creek and Smith Creek Drainage Basin. Both basins have been studied. Drainage from the site generally flows from northeast to southwest. Three full spectrum sand filter basin facilities are proposed and depicted on the PUD development plan and preliminary plan. The Sanctuary of Peace Residential Community Homeowners Association is anticipated to be created in conjunction with the subsequent final plat(s) and is proposed to be the entity responsible for maintaining the detention/water quality facilities.

Black Squirrel Creek and Smith Creek drainage and bridge fees are required to be paid at the time of the subsequent final plat(s) recordation.

The Sanctuary of Peace Residential Community Preliminary and Final Drainage Report concludes that stormwater runoff from this project will not “negatively impact the adjacent properties and downstream drainage facilities.”

5. Transportation

The existing Benet Hill Monastery, north of the subject development, takes access from State Highway 83 via a private paved road, Benet Lane. The Sanctuary of Peace Residential Community development proposes a private internal road, Promise Point, as depicted in the plan, which is proposed to connect to Benet Lane at the eastern and northern boundary of the subject property creating a looped turnaround. Benet Lane connects to an emergency fire access easement beginning at the western property boundary of the Benet Hill Monastery. The proposed development has acquired emergency access easements to utilize the emergency access through the Benet Hill Monastery and private roadway, Fools Gold Lane, to the west meeting the second access requirements of the Code. Fools Gold Lane connects to Evergreen Road, which connects to Roller Coaster Road, which is a public right-of-way. The applicant has provided a letter of support from the Donald Wescott Fire Protection District.

Traffic generated from this development will be approximately 245 average daily trips (ADT). This development is subject to the El Paso County Road Impact Fee Program (Resolution 18-471), as amended.

The El Paso County Major Transportation Corridors Plan (2016) does not identify any roads ways within the subject property. State Highway 83 is identified as an expressway, which is owned and maintained by Colorado department of Transportation. The development of Sanctuary of Peace will not add any roads to the County road system.

H. SERVICES

1. Water

Sufficiency: Sufficient

Quality: Sufficient

Quantity: Sufficient

Dependability: Sufficient

Summary: The applicant is proposing a community water system. The applicant has depicted a single well site on the plan to serve the 27 lots within the proposed subdivision. The applicant has obtained preliminary approval of the community water system design (acknowledgment letter) from the Colorado Department of Public Health and Environment (CDPHE). The CDPHE

acknowledgment letter is included within the applicant's letter of intent. The County Attorney's Office has made a favorable recommendation for a finding of sufficiency with regard to water quantity and dependability. El Paso County Public Health has made a favorable recommendation regarding water quality. The applicant is requesting the Board of County Commissioners make a finding for water sufficiency, including quality, quantity, and dependability, with approval of the preliminary plan.

2. Sanitation

A shared onsite wastewater treatment system (OWTS), which will include four (4) onsite systems, is proposed to serve the property. The applicant's wastewater engineer, 285 Engineering, has provided the design drawings to PCD, Colorado Department of Health and Environment (CDPHE), and the El Paso County Public Health Department for review and comment. CDPHE has not provided comments to PCD regarding the shared onsite wastewater system. El Paso County Public Health has reviewed the wastewater report and shared system design submitted with this application and has provided comment that the radius for the wells must be a minimum of 140-feet from the zone of influence from the OWTS area. Additionally, the wastewater system is required to meet the Water Quality Standards Act, Regulations (6) and 11. The El Paso County Public Health comments are attached to this report.

3. Emergency Services

The property is within the Donald Wescott Fire Protection District. The District was sent a referral of the application and provided recommendations regarding the emergency access route, which the applicant has incorporated into the PUD development plan and preliminary plan design.

4. Utilities

Mountain View Electric Association will provide electrical service and Black Hills Energy will provide natural gas service to the development. Public utility easements have been depicted on the PUD plan and preliminary plan.

5. Metropolitan Districts

The site is not located within a metropolitan district.

6. Parks/Trails

Land dedication and fees in lieu of park land dedication are not required for a map amendment (rezoning) or preliminary plan application. Fees in lieu of park land dedication will be due at the time of recording the final plat.

7. Schools

Land dedication and fees in lieu of school land dedication are not required for a rezone or preliminary plan application. Fees in lieu of school land dedication will be due at the time of recording the final plat. Lewis-Palmer School District No. 38 was sent a request for review and comment, and did provide the following comment:

“At their monthly meeting on April 8, 2019, the Lewis-Palmer School District Board of Education voted to request cash in-lieu-of land funding for homes permitted in this development. Additionally, the Board does wish to inform the El Paso County Planning Commission of the following:

Lewis-Palmer School District is nearing capacity at all schools in the district for grades K-8. The Ray Kilmer Elementary School and the Lewis-Palmer Middle School, which will house the students from this development, are projected to be at or exceeding program capacity for the upcoming school year. The school district is in the process of planning additional schools. Such planning will result in a ballot issue, which must pass to allow for relief. Whereas the Board of Education’s role is to ensure all students in Lewis-Palmer School District receive a quality education, we must advise the Planning Commission that continued housing growth without additional schools will ultimately impact the quality education for which Lewis-Palmer School District is known.”

I. APPLICABLE RESOLUTIONS

Approval 29 and 25

Denial 30 and 26

J. STATUS OF MAJOR ISSUES

There are no major outstanding issues.

K. RECOMMENDED CONDITIONS AND NOTATIONS

Should the Planning Commission and the Board of County Commissioners find that the request meets the criteria for approval outlined in Section 4.2.6, and Section 7.2.1 of the El Paso County Land Development Code (2019), staff recommends the following conditions and notations:

1. Development of the property shall be in accordance with this PUD development plan. Minor changes in the PUD development plan, including a reduction in

residential density, may be approved administratively by the Director of the Planning and Community Development Department consistent with the Land Development Code. Any substantial change will require submittal of a formal PUD development plan amendment application.

2. Approved land uses are those defined in the PUD development plan and development guide.
3. All owners of record must sign the PUD development plan.
4. The PUD development plan shall be recorded in the office of the El Paso County Clerk & Recorder prior to scheduling any final plats for hearing by the Planning Commission. The development guide shall be recorded in conjunction with the PUD development plan.
5. The developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Parks and Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species.
6. Applicable park, school, drainage, bridge, and traffic fee shall be paid to the El Paso County Planning and Community Development Department at the time of final plat(s) recordation.
7. The El Paso County Attorney's Office conditions of approval, as identified in their recommended water sufficiency finding letter shall be adhered to in conjunction with the completion of the final plat application.
8. Prior to final plat(s) recording, the following must occur:
 - a) A professional engineer must certify that the water system infrastructure has been built in accordance with the design, which was the subject of the CDPHE acknowledgement letter, and that the system is functional/operational.
 - b) Defect warranty collateral for the water system must be posted for two years.
 - c) The developer must identify and describe a proposed water operator acceptable to the County, which may have already occurred as part of the Technical, Managerial, and Financial (TMF) submission.

9. No more than 15 building permits and associated Certificate of Occupancy's will be authorized until proof of Colorado Department of Public Health and Environment approval of the Technical, Managerial, and Financial (TMF) has been received by the County. At that time, the conditional finding of sufficiency as to dependability will convert to a full finding.
10. The developer must submit and receive acceptance of a private detention Best Management Practices (BMP) Maintenance Agreement that provides easements or tracts for the three (3) storm water quality sand filter basins.
11. The developer shall receive Colorado Department of Transportation review and acceptance of their Traffic Impact Study and associated access permits necessary for their State Highway 83/Benet Hill access point prior to subsequent final plat(s) approval.

NOTATIONS

1. Subsequent final plat filings may be approved administratively by the Planning and Community Development Director.
2. If a zone or rezone petition has been disapproved by the Board of County Commissioners, resubmittal of the previously denied petition will not be accepted for a period of one (1) year if it pertains to the same parcel of land and is a petition for a change to the same zone that was previously denied. However, if evidence is presented showing that there has been a substantial change in physical conditions or circumstances, the Planning Commission may reconsider said petition. The time limitation of one (1) year shall be computed from the date of final determination by the Board of County Commissioners or, in the event of court litigation, from the date of the entry of final judgment of any court of record.
3. Rezoning requests not forwarded to the Board of County Commissioners for consideration within 180 days of Planning Commission action will be deemed withdrawn and will have to be resubmitted in their entirety.
4. Preliminary plans not forwarded to the Board of County Commissioners within 12 months of Planning Commission action shall be deemed withdrawn and shall have to be resubmitted in their entirety.
5. Approval of the preliminary plan will expire after two (2) years unless a final plat has been approved and recorded or a time extension has been granted.

L. PUBLIC COMMENT AND NOTICE

The Planning and Community Development Department 16 adjoining property owners on October 30, 2020, for the Planning Commission meeting. Responses will be provided at the hearing.

M. ATTACHMENTS

Vicinity Map

Letter of Intent (includes CDPHE Community Water System Acknowledgement Letter and Donald Wescott Fire Protection Letter)

Development Plan/Preliminary Plan

State Engineers Letter

County Attorney's Letter

El Paso County Public Health Comments

TMF Capacity Assessment Form Letter

El Paso County Parcel Information

File Name: PUDSP-19-002

PARCEL	NAME
6127000063	BENET HILL MONASTERY

Zone Map No. --

Date: October 29, 2020



Please report any parcel discrepancies to:
 El Paso County Assessor
 1675 W. Garden of the Gods Rd.
 Colorado Springs, CO 80907
 (719) 520-6600



COPYRIGHT 2018 by the Board of County Commissioners, El Paso County, Colorado. All rights reserved. No part of this document or data contained hereon may be reproduced; used to prepare derivative products; or distributed without the specific written approval of the Board of County Commissioners, El Paso County, Colorado. This document was prepared from the best data available at the time of printing. El Paso County, Colorado, makes no claim as to the completeness or accuracy of the data contained hereon.



July 22, 2020

**LETTER OF INTENT
Sanctuary of Peace Residential Community
PUD Plan**

Owner:

Benet Hill Monastery of Colorado Springs
3190 Benet Lane, Colorado Springs, CO 80921
719.633.0655, Ext 109
Vincent Crowder, Property & Building Manager

Developer:

Benet Hill Monastery of Colorado Springs
3190 Benet Lane, Colorado Springs, CO 80921
719.633.0655, Ext 109
Vincent Crowder, Property & Building Manager

Applicant / Consultant:

M.V.E., Inc.,
1903 Lelaray Street, Suite 200, Colorado Springs, CO
719.635.5736
Charles C. Crum, P.E.

Tracts and Common Facilities:

Permanent Ownership, Operation and Maintenance

Sanctuary of Peace Homeowners Association, Inc.
3190 Benet Lane, Colorado Springs, CO 80921
719.633.0655, Ext 109
Vincent Crowder, Representative

Water System Regulation

El Paso County
Planning and Community Development
2880 International Circle, suite 110
Colorado Springs, CO 80910
719.520.6300

and

Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
WQCD-B2
Denver, CO 80246
303.692.3500

Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com

PROJECT LOCATION:

The proposed Sanctuary of Peace Residential Community is located west of Colorado State Highway 83, north of Stagecoach Road and south of Arena Road. The subject property comprises 49.58+/- acres of land located in the South one-half of Section 27, Township 11 South, Range 66 West of the 6th Principal Meridian, El Paso County, State of Colorado. The site is owned by Benet Hill Monastery of Colorado Springs. The El Paso County Assessor Schedule Number for the site is 6127000063 and the address is 15760 Colorado State Highway 83. The owners, Benet Hill Monastery of Colorado Springs, also own three adjacent parcels along the north side of the site which contain the monastery facility and grounds and other residential and utilitarian structures. These three parcels are not a part of the proposed PUD application and will continue to be owned, operated and maintained separately.

The site of the Sanctuary of Peace Residential Community is bound on the east by State Highway 83, on the north by Benet Lane, on the west by Black Forest Park subdivision, and on the south by 10 & 20+/- acres parcels of un-platted land of single-family residential use.



PROJECT DESCRIPTION:

- The Sanctuary of Peace residential community PUD is intended to accommodate cluster development that promotes open space preservation, reduced automobile dependence with clustered 1-2 bedroom single story attached units. It is the owner's expressed intent to maintain the natural and native beauty and characteristics of the open space tracts, prohibiting the construction of permanent structures thereon, and utilizing sustainable and fire wise land management on the lots and open space tracts. However, notwithstanding the foregoing, certain portions of the open space tracts shall be and are intended to be utilized for construction of a central water systems/wells/well fields and on-site wastewater treatment systems. No further subdivision or development of the open space tracts may occur absent expressed amendment of private restrictions as defined by the private CC&Rs and the required land use applications and approvals in accordance with the provisions of the of El Paso County Land Development Code.
- The plan identifies 26 single-family lots (Lots 2 – 27), four (4) tracts, and one lot (Lot 1) that is to contain the private Sanctuary Club House building which is classified by staff as a private business event center with four (4) guest rooms. The guest bedrooms in the private Sanctuary Club House will be for the occasional use of Sanctuary of Peace Residential Community members, their guests, and the sisters of the Benet Hill Monastery. Lot 1 will also contain one detached 6-car garage building. Lot 1 and all of its improvements are to be owned and maintained by the Sanctuary of Peace Homeowners Association for the private use of the Sanctuary of Peace Residential Community members, their guests, and the sisters of the Benet Hill Monastery. Lots 2 – 27 are to contain the 26 single-family attached dwelling units to be sold to future private owners. Tract A is to contain the private access roadway, which is to be named "Promise Point". The private roadway is to be owned and maintained by the Sanctuary of Peace Homeowners Association. Tract B is to contain open space, parking, the mail kiosk, and private onsite water treatment system (OWTS) facilities which are to be owned and maintained by the Sanctuary of Peace Homeowners Association. Tract C is to contain private driveways, parking, and private onsite water treatment system (OWTS) facilities which are to be owned and maintained by the Sanctuary of Peace Homeowners Association. Tract D is to contain open space, parking, stormwater treatment and detention facilities, water well and water treatment facilities, private onsite water treatment system (OWTS) facilities, trash enclosure and a water supply cistern for fire fighting purposes, all to be owned and maintained by the Sanctuary of Peace Homeowners Association.

M.V.E., Inc. • Engineers • Surveyors

1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736

Fax 719-635-5450 • e-mail mve@mvecivil.com

- Access to the 27 single-family lots is to be by way of private Promise Point which connects to Benet Lane at two locations. Benet Lane has access to State Highway 83 at the east end of the site and also has an emergency-only connection with established access easements to Fools Gold Lane to the west of the site. Promise Point forms a loop to Benet Lane, providing a built in turn-around for site traffic as needed. Colorado Department of Transportation (CDOT) has issued a new access permit in consideration of the proposed Sanctuary of Peace project. No modifications to the existing access onto Colorado State Highway 83 is required by CDOT. A pertinent page from the permit is attached indicating approval of use of the existing highway access for Sanctuary of Peace.
- Planned housing types include single-story one (1) and two (2) bedroom single family attached housing units. The plan proposes 14 one-bedroom, 12 two-bedroom single-story residences, and one (1) private Sanctuary Club House having 4 guest bedrooms which, as discussed in the paragraph above, are for the use of property owners within the development.
- Water will be provided by a small community water system comprised of a water well, treatment, storage tank, and distribution lines designed in accordance with the Colorado Department of Public Health and Environment Regulations. The well for this new system is in accordance with Colorado Division of Water Resources Well Permit Number 83855-F issued on 12/11/2019. The well was constructed on 3/23/2020. Water samples from the new well were drawn on 3/23/2020 and 4/1/2020 which were tested and received satisfactory water quality results. The applicant has submitted the Capacity Assessment Worksheet and Supplemental Information for the Technical, Managerial, and Financial (TMF) Capacity, and the Final Plans and Specifications for the Sanctuary of Peace POA Water System to Colorado Public Department of Public Health and Environment (CDPHE). CDPHE has reviewed the Capacity Assessment and TMF and has issued a letter, "Acknowledgment of Drinking Water Final Plans and Specifications for Construction of Sanctuary of Peace POA Water System, Sanctuary of Peace POA, Public Water System Identification (PWSID) No. CO0121702, El Paso County" dated July 20, 2020, in which they find that the TMF and design to be in conformance with the current requirements of the New Public Water System Capacity Planning Manual and the State of Colorado Design Criteria For Potable Water Systems (Design Criteria).
- Wastewater treatment will be provided by a small community wastewater system comprised of four (4) shared Onsite Wastewater Treatment Systems (OWTS) which have been sited and designed under guidance of the State Water

Quality Site Application Policy 6 along with the County Department of Health supervision and approval.

REQUESTS:

- The Sisters of the Benet Hill Monastery (Applicants) request approval of the Sanctuary of Peace Residential Community PUD Development Plan to rezone a 49.58 acre property from the current A-5 and RR-5 zoning districts to PUD. Approximately 10± acres of the property is currently zoned A-5 the remaining 40± acres is zoned RR-5.
- The applicants request authorization from the PCD Director to submit the PUD development plan as a preliminary plan.
- The applicants request administrative approval of the final plat following approval of the PUD/Preliminary Plan.
- The applicants request findings of sufficiency for water along with the PUD/Preliminary Plan to facilitate Administrative approval of the final plat. A Water Resources Report with data relating to both water quantity and quality is provided with the PUD Plan/Preliminary Plan submittal to support the finding of sufficiency request.
- The applicants request Early Grading Approval with this PUD/ Preliminary Plan consideration. A Final Drainage Report and Grading and Erosion Control plans are provided with the the PUD Plan/Preliminary Plan submittal to support the Early Grading request.
- The following PUD modifications are requested for Sanctuary of Peace Residential Community:

Requested PUD modifications Summary				
	LDC/ECM Section	Category	Standard	Modification
1	LDC Chapter 8.4.3.B.2.f	Lot Design - OWTS	Lots with OWTS require are of 2.5 acres and 1 acre of buildable area	Design Modification: Request clustered lots less than 2.5 acres and less than 1 acre of buildable area surrounded by tracts to support

				OWTS placement
2	LDC Chapter 8.4.4.C	Transportation System Std-Public Roads	Public roads required	Waiver: Request Private Roads
3	LDC Chapter 8.4.4.E	Transportation System Std-Private Rd Allowances	Private Roads to Meet County Standards	Waiver: Request relief from ECM design standards for private road
4	LDC Chapter 8.4.8.C.2	Wastewater Disposal	Two OWTS Sites Required for all Lots or Parcels	Waiver: Request One OWTS site be shown on the PUD Plan due to completion and submittal of a detailed engineering design for the proposed OWTS systems.
5	ECM 2.3.1	Roadway Design Criteria	Design Speed	Design Modification: Request design speed of 20 mph with posted speed of 15 mph in accordance with the existing access private roadways.
6	ECM 2.3.1	Roadway Design Criteria	Right of Way Width	Design Modification: Request right-of-way width (tract width) of 28' for the private road and sidewalk
7	ECM 2.3.1	Roadway Design Criteria	Minimum Curve Radius	Engineering Modification: Request curve radius on the private road of 50'. ECM Deviation Request is required.
8	ECM 2.3.1	Roadway Design Criteria	Minimum Lane Width	Engineering Modification: Request lane widths of 10' for the private road in accordance with the existing access private roadways. ECM Deviation Request is required.
9	ECM 2.5.2.B.3	Pedestrian Facilities	Sidewalks on both sides of roadway	Engineering Modification: Request attached 5' sidewalk on on side of the low speed/low volume roadway. ECM Deviation Request is required.
10	ECM 2.5.2.B.6	Pedestrian Facilities	Sidewalk material to be 5" thick concrete	Engineering Modification: Request attached 5' asphalt sidewalk, matching roadway thickness and delineated with double white line striping. ECM Deviation Request is required.

Prior to the initial submittal of this application in February 2019, the owner held one neighborhood meeting on May 16, 2018. Another neighborhood meeting followed the initial submittal, which was held May 1, 2019. There was no apparent stringent disagreement or opposition with the development concept expressed at either meeting.

The owner has also been diligent in reaching out and communicating with neighborhood members in a one-on-one basis as concerns were raised. Concerns included the need for better emergency ingress / egress in the general neighborhood area and also about potential follow-on development of the site that could occur after the approval of this current application. This resubmittal provides additional acceptance by the fire district of the proposed emergency-only access planned by the owners and certain adjacent neighbors. The owners do not plan future development of the site other than that indicated on the currently proposed PUD Plan. The current resubmittal also reflects further adjustment and refinement of the development request.

Approval of PUD Modifications

“For approval of a modification of a general development standard in the LDC or criteria or standard of the ECM, the BoCC shall find that the proposal provides for the general health, safety, and welfare of the citizens and at least one of the following benefits:” (LDC 4.2.6.F.2.h Modification of LDC or ECM Standard)

- Preservation of natural features;
- Provision of a more livable environment, such as the installment of street furniture, decorative street lighting or decorative paving materials;
- Provision of a more efficient pedestrian system;
- Provision of additional open space;
- Provision of other public amenities not otherwise required by the Code; or
- The proposed modification is granted in exchange for the open space and/or amenity designs provided in the PUD development plan and/or development

The plan preserves the natural features of 44.43 acres of open space (89.60% of the PUD area located in Tracts B, C and D). The private Sanctuary Club House garages are planned to house community cars for use in a ride sharing amenity to residents of the development. It is the position of the applicant that the proposed development meets the spirit and intent of each of the modification trade-off criteria.

Approval of Density. Per the LDC, density “shall be as established by the PUD development plan and/or development guide as approved by the BoCC in consideration of the following”:

*M.V.E., Inc. • Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com*

- *Adopted Master Plan;*
- *Compatibility with the surrounding neighborhood;*
- *Traffic considerations;*
- *Impact upon public facilities, utilities and schools;*
- *The natural characteristics of the land; and*
- *Water availability.*

Proposed density within the PUD is approximately 0.55 DU/AC (27 units/49.58 acres = 0.55 DU/Ac or 1 DU/ 1.84 Ac). The property is located within the Ponderosa Breaks subarea of the Tri-Lakes Master Plan, which recommends (advisory) lot sizes in the area be a minimum of 2.5 acres (p.129-130). However, the plan states in the Land Use Scenario that overall densities should be “consistent with surrounding subdivisions”. While there are no 2.5 Ac developments to compare to the Sanctuary of Peace Residential Community, the overall density of the affected development area and surrounding adjacent properties, including the proposed Sanctuary of Peace PUD is one (1) DU/ 3.9 ac, which meets the minimum recommended overall density one (1) DU/ 2.5-5 ac. (See attached Density Map for details).

No adverse traffic impacts are generated by the proposed development. The applicants are planning a right-hand deceleration lane into the property to improve access into the site from State Highway 83.

Stormwater will be detained by a system of three detention ponds which are designed to meet local, state, and federal stormwater requirements. The proposed ponds will also provide storm water quality treatment for the new residential site. The ponds are to be located within the tract designated for stormwater and drainage, utilities and other facilities and amenities, together with these other facilities.

Applicable traffic, park, school, and drainage fees will to offset the developments impact on public facilities and services.

The density is also supported by the water availability and suitability for the use of shared OWTSSs. Water availability and septic suitability and system design have been reviewed by the appropriate State and County Departments prior to submittal. (See discussions on each in the review criteria section of this letter). According to the water and wastewater resources reports and supporting groundwater determinations and decrees, the site can support 27 residences with up to 40 bedrooms. The applicant proposes a total 14 one-bedroom, 12 two-bedroom single-story residences, and a private Sanctuary Club House having 4

bedrooms. The private Sanctuary Club House with four (4) guest bedrooms is classified as transient use and taken at the Hotel/Motel occupancy rate of one half bedroom per room, equaling 2 bedrooms of the 40 bedroom maximum count in accordance with the water supply and septic suitability of the site. The Sanctuary Club House will include a kitchen for only occasional use by residents as in the manner of a typical HOA Clubhouse. The kitchen is included in the design flow rate for the hotel/motel occupancy as detailed in the Water Resource and Wastewater disposal reports.

The subject property was purchased with the intent of providing a permanent buffer for the neighborhood against development encroachment within the State Highway 83 corridor.

PUD REVIEW AND APPROVAL CRITERIA

I. The proposed PUD District zoning advances the stated purposes set forth in this Section;

Per the information and justification provided in this letter of intent and documents, plans, and reports submitted for consideration, the application meets the purposes of the PUD zoning district as established by County regulations and manuals.

County Purposes of PUD:

To permit adjustment to changing public and private needs and to foster the ability to provide development patterns which are more compatible with and effective in meeting such needs;

The housing development is in response to market trends that support the rural cluster style development with the proposed housing types as previously discussed. The clustering of the 27 units comprised of 26 single family attached homes and the one private Sanctuary Club House in Lots 1 through 27, together with the private road in Tract A and open space and driveway easements on Tract C, makes up 4.30 acres in area and affords the feel of a more urbanized traditional neighborhood development, such as RS-5000 – Residential Suburban, but in a rural setting surrounded by 45.28 acres of densely forested open space for the use and enjoyment of residents.

To improve the design, character and quality of new development with flexibility by varying lot size, building heights, setback controls and other site development requirements;

The single-family-attached lot sizes vary from 3,911 SF to 5,124, with an average of 4569 SF. The private Sanctuary Club House (Lot 1) is 15,593 SF in area and also is to contain a 6-car garage building. The road and lots have been clustered within a 4.30 acre development area which was planned through the fire mitigation process whereby the forest was thinned in cooperation with the Wescott Fire Protection District in 2013 - 2015. Siting of the homes and private roadway will require a little, if any, additional thinning of the forest on the property. The nearest lot to the south property line is Lot 13 which will contain a single-family-attached residence and is 162 feet from the south property line. The nearest lot to the west property line is Lot 6 & 7 which will contain single-family-attached residences and is 1788 feet from the west property line. The nearest lot to the north property line is Lot 1 which will contain the private Sanctuary Club House and garage building. The Clubhouse structure is to be set back 105 feet from the north property line, while the garage is to be set back 13 feet from the north property line. The Benet Hill Monastery property (applicant's) borders the north side of the site. The nearest lot to the east property line (Highway 83) is Lot 27 which will contain a single-family-attached residence and is 1327 feet from the east property line.

To encourage innovations in residential, commercial, and industrial development and renewal so that the growing demands of the population may be met by greater variety in type, design, and layout of buildings including mixed use and traditional neighborhood design and by the conservation and more efficient use of open space ancillary to said buildings;

Residential lots comprise 6.22% (3.09 acres), while roadway, parking, sidewalks, drives, trails, gazebo, trash enclosure, mail kiosk, water supply facilities, wastewater disposal facilities and stormwater facilities located in Tracts A, B, C and D comprise 4.16% (2.06 acres) of the 49.58 acre property. The plan preserves 89.60% (44.43 acres) of the property as open space. During the development process, it is the plan of the applicants to restrict the 44.43 acres of open space to future development beyond what is identified on the Sanctuary of Peace Residential Community Plan by covenants

To encourage more efficient use of land services reflecting changes in the technologies and economies of land development;

Houses have been designed with one (1) car garages and driveways to promote reduced automobile dependency. The planned private Sanctuary Club House lot lot (Lot 1) also includes a 6-car garage which is planned to park about four (4) community/shared automobiles for use by residents to promote ride sharing,

reduce the amount of traffic and impacts within and outside the development, and as a community building amenity. The Clubhouse, Garages and community automobiles are to be owned and maintained by the Sanctuary of Peace Homeowners Association.

To provide housing of all types and designs to be located in proximity to employment and activity centers such as shopping, recreational, and community centers, healthcare facilities, and public transit;

The property is located within five miles of commercial corridors adjacent to and in proximity to the I-25 Corridor. The Highway 83 is 1350 feet to the west with access to Powers Boulevard (5 miles away), Academy Boulevard (9 miles away) and I-25 (9 miles away).

To achieve development economies to minimize impacts on existing infrastructure and to encourage the most efficient use of public infrastructure while limiting the costs of providing services and to reduce the burden on existing streets and utilities by more efficient development;

The development has been designed to reduce the amount of disturbance by clustering not only the residences, but also consolidating the community water system, and four (4) OWTS systems into integrated systems to serve the 26 residences and private Sanctuary Club House instead of using 27 separate systems. Wastewater from the private Sanctuary Club House will be treated by one of the four (4) OWTS. The systems have been designed to serve a maximum of 26 residences and one private Sanctuary Club House with a maximum 40 cumulative number of bedrooms. The applicant proposes a total 14 one-bedroom, 12 two-bedroom single-story residences, and a private Sanctuary Club House having 4 bedrooms classified as transient use and equating to 2 regular bedrooms for purposes of wastewater treatment for a total of 40 bedroom maximum count in accordance with the water supply and septic suitability of the site. The design of the systems were prepared in coordination and consultation with County and State Health Department Officials.

A private road to be named Promise Point is planned to provide access from the development to Benet Lane (private) which provides access to the public State Highway 83. No additional on-site roadway improvements are anticipated. The Traffic study determined that a southbound right-turn deceleration lane is not warranted and will not be required by CDOT at the intersection of Benet Lane and State Highway 83. Furthermore, private Promise Point will connect to Benet Lane at two locations, forming a loop turn-around for site traffic as needed.

To promote layout, design and construction of development that is sensitive to the natural land form and environmental conditions of the immediate and surrounding area, including scenic vistas, natural features and environmental resources;

The proposed layout develops 5.15 acres of the site into single family attached dwellings, private Sanctuary Club House, private roadway, utility and drainage facilities, mail and trash disposal facilities and other amenities such as guest parking, gazebo area and trails. The plan preserves 44.43 acres of the site as open space. The hazards on the site include minor areas of potentially seasonal shallow groundwater, the potential for expansive soils, and a potentially unstable slope associated with an existing road cut located near the northeast portion of the clustered home development area. The hazards on site may be mitigated through avoidance or proper engineering design and construction practices. Recommendations provided in the soils and geology report prepared by Entech, Engineering, Inc. dated February 11, 2019 should be followed for mitigation of potential hazards. The areas of geologic hazards are being avoided and preserved with the proposed plan. See discussion on layout, water/waste water service, and fire mitigation relative to the planning and development of the property. Geology, water and wastewater, and fire hazard and mitigation reports have been submitted in support of the proposed development. The areas of the two significant drainage ways on the western portion of the site area being preserved with no development planned in those areas.

To ensure that provision is made for beneficial open space, to provide for active, usable open spaces, and to preserve open areas

Tract B and Tract D incorporate significant amounts of open space for passive recreation in the form of hiking, nature observation, and contemplation. It is intended that the open space be preserved in its natural state in perpetuity. The preserved open space in the PUD is 44.43 acres in area, representing 89.60% of the site. Trails will be installed in Tract B and Tract D to facilitate enjoyment of the open space and preservation of the natural features.

Not included in the open space calculation are Tract A, which is the private roadway tract (0.69 acres) and portions of Tracts B, C and D that contains areas of drive, parking, water system facilities, wastewater treatment facilities, and stormwater treatment facilities. The area of the residential lots combined with the non-open space features of Tracts A, B, C & D is tracts is 5.15 acres. The resulting total amount of open space in the project is 44.43 acres or 89.60%.

The sidewalk adjacent to the private roadway and additional trails throughout the site are planned and shown on the PUD plan connect the gazebo area, private Sanctuary Club House area, the mail kiosk, and trash enclosure area. The trails are also planned to extend into the open space that encircles the housing area to promote use of the open space and widen the appeal of the trail system on the site. The trails are to be constructed by the the developer during the home building period and will be owned and maintained by the Homeowners Association.

II. The application is in general conformity with the Master Plan;

“Simply by stating in this Code a requirement or preference for Master Plan consistency, the Board of County Commissioners has not by such statement rendered the Master Plan a binding requirement or regulation for either zoning or subdivision matters. The Board of County Commissioners’ intent as expressed in its various Master Plan elements and in Appendix A, § A.1.6(B) to this Code is that the Master Plan be advisory only, and that the Board of County Commissioners retains its considerable discretion in deciding how to apply the Master Plan in making land use decisions.” (LDC 2.1.3: Master Plan Advisory)

Water Master Plan

The proposed subdivision is in compliance with the El Paso County Water Master Plan (2018). The District Court, Water Division 2 Colorado, has decreed certain water rights and approved a plan for augmentation as necessary to allow use of a new well for the subdivision in Case No. 18CW3019 (c/r 18CW3040, Div. 1) recorded under reception number 218100150 the records of El Paso County. A well permit for the new site was issued by Colorado Division of Water Resources under Well Permit Number 83855-F issued on 12/11/2019. The well was constructed on 3/23/2020. Water for the Sanctuary of Peace subdivision will be provided by a small community water system comprised of a water well, treatment, storage tank, and distribution lines designed in accordance with the Colorado Department of Public Health and Environment Regulations.

Sanctuary of Peace is located within Region 2 in the Water Master Plan. This is comprised of the northwest corner of the county including the tri-lakes area. The site is not located in a designated Growth Area as determined in the Water Master Plan. The Water Master Plan contains estimates of the demands and available supply by region at the years 2018, 2040 and 2060 Build-Out. The 2018/2040/2060 demands in Region 2 are estimated to be 7,532 acre-feet per

year, 11,713 acre-feet per year, and 13,254 acre-feet per year, respectively. The 2018/2040/2060 supplies in Region 2 are estimated to be 13,607 acre-feet per year, 20,516 acre-feet per year, and 20,756 acre-feet per year, respectively, indicating a surplus of supply for the region at each time. However, a significant portion of the supply is derived from non-renewable Denver Basin groundwater. Considering only the Sanctuary of Peace subdivision, demands are estimated to be 8.37 acre-feet of water per year for the current, 2040 and 2060 time frames, respectively. Water supply available by decree to the subdivision is 8.37 acre-feet per year for each of the current, 2040 and 2060 time frames. The decree allows up to 1.3 acre-feet of water per year for irrigation of up to 26,000 square feet of landscaping. In practice, the owner will limit water use for landscape irrigation as a conservation measure. Additionally, due to the nature of the community, each residential unit in the subdivision is anticipated to house fewer than the normal county-wide average number of occupants per household, which will further reduce actual demand in the subdivision.

The following is a listing of some of the policies of the Water Master Plan that are supported by the proposed PUD: *Policy 4.1.3 – Support enhanced monitoring of sources of surface and tributary groundwater in the County.* The proposed water system will include metering of total use at the treatment plant and metering of the individual residential units; *Policy 6.1.2.1 – Follow best management practices to maximize aquifer recharge, including supporting the use of greenway corridors, the maintenance of drainage ways in their natural state, and the avoidance of large amounts of impervious cover for recharge areas.* The proposed PUD will preserve 89.60% of the 49.58 acre site as open space (44.43) acres, encouraging and enabling aquifer recharge. *Policy 6.1.2.2 – Encourage and accommodate water conservation practices for existing and new developments.* The PUD will limit the use of water for landscape irrigation in favor of maintaining the character of the existing forest natural landscape resulting in conservation of the water source. *Policy 6.2.1.2 – Encourage re-use of treated wastewater for irrigation and other acceptable uses when feasible. The proposed subdivision will utilize onsite wastewater treatment systems which will provide “Return Flows” to the environment as a condition of the groundwater findings and order and the well permit.*

Small Area Plan

The site is located in the Ponderosa Breaks sub-area of the Tri-Lakes Comprehensive Plan. This area is identified as a low density development area. The recommended land use scenario policies include:

Development emphasis should be on low density residential uses which focus on the timbered areas rather than the open portions of this unit. Overall densities should be consistent with adjacent existing subdivisions.

The plan clusters residential development in order to preserve over 90% of the plan area as open space. The proposed development densities of 0.54 DU/AC. 5 acre development densities are 0.2 DU/AC; 2.5 acre densities are 0.4 DU/AC. The proposed development densities are slightly higher than 2.5 acre rural development densities; however, the clustering of lots on 3.09 acres, small lot sizes, shared well and OWTS systems as planned and designed afford the preservation of 44.43 acres of open space (89.60%) within a 49.58 acre site.

Policy Plan

The following policies and recommendations from the Master Plan have been provided, not specifically for discussion purposes, but to establish a context of the design and planning principles the Sanctuary of Peace Residential Community aspires and intends to promote. Specific discussion is provided in the PUD criteria in which the applicants have approached the design. See additional master plan discussion in the PUD review criteria section. It is the applicants' position that the plan as submitted and reviewed is in general conformance with the El Paso County Master Plan.

The following policies have been cited for discussion purposes

Policy 6.1.5 of the El Paso County Policy Plan Support the development of well-planned mixed use projects which promote all, or most, of the following objectives:

- maximize the economy and efficiency of land use
- preserve open space or natural areas
- integrate employment, housing, shopping, schools and other use
- accommodate multi-modal transportation linkages

considers diverse **transportation** options, typically including walking, cycling, public transit and automobile, and accounts for land use factors that affect accessibility

- allow for variations in design and character

Policy 6.1.11

Plan and implement land development so that it will be functionally and aesthetically integrated within the context of adjoining properties and uses.

Policy 6.1.12

Encourage advance public and private land use planning in order to maximize public awareness of anticipated future land use conditions.

Policy 6.1.13

Encourage the use of carefully planned and implemented clustering concepts in order to promote efficient land use, conservation of open space and reduction of infrastructure costs.

Policy 6.1.14

Support development which complements the unique environmental conditions and established land use character of each sub-area of the County.

Policy 6.1.15

Recognize the need for new development and redevelopment to respond to changes in demographic, market and technological conditions.

Policy 6.1.16

Allow for new and innovative concepts in land use design and planning if it can be demonstrated that off-site impacts will not be increased and the health, safety and welfare of property owners and residents will be protected.

III. The proposed development is in compliance with the requirements of this Code and all applicable statutory provisions and will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of El Paso County;

The application meets the submittal and review criteria, with the approval of the PUD modifications and/or deviations as discussed in this letter of intent and all applicable Statutory provisions, such as, but not limited to water and wastewater provision, stormwater and grading, floodplain, wildlife, and forestry management

IV. The subject property is suitable for the intended uses and the use is compatible with both the existing and allowed land uses on the neighboring properties, will be in harmony and responsive with the character of the surrounding area and natural environment; and will not have a negative impact upon the existing and future development of the surrounding area;

Design of the site began with aggressive fire mitigation and forest thinning efforts coordinated with the Tri-Lakes FPD and County Fire Marshall. The development area, home sites, access and circulation, wastewater system design, and water supply have been planned to generate the least impactful imprint on the

environment. The development area has been arranged in a compact cluster on approximately 4.86 acres of the 49.58 acre property.

The development will provide and maintain an emergency access easement for ordered evacuation that provides secondary emergency access to Fool's Gold Lane, Evergreen Road, & Roller Coaster Road for residents to the east via Benet Lane & State Highway 83. Also, the emergency access will be for ordered evacuation for residents from the west to State Highway 83. The access will be gated at the eastern subdivision boundary line of 'Black Forest Park' and the new emergency access easement intersection.

Utilities, drainage, access, and circulation are adequate, as evidenced in the associated reports, to support the development as proposed and will not have a negative impact upon existing and future development of the surrounding area.

V. The proposed development provides adequate consideration for any potentially detrimental use to use relationships (e.g. commercial use adjacent to single family use) and provides an appropriate transition or buffering between uses of differing intensities both on-site and off-site which may include innovative treatments of use to use relationships;

This proposed residential use compliments the existing religious monastic use of the site and the planned buffers and setbacks are provided in consideration of the rural residential character of the surrounding neighborhood and the design vision of the Benet Hill Monastery.

The site is designed to cluster roadway, residential structure development and supporting infrastructure within approximately 5.15 acres out of the 49.58 acre site. As discussed in this letter, the overall density of the project is comparable with 2.5 acre densities. The plan provides for 90% open space which provides a buffer against surrounding lower density residential development adjacent to the open space Tract D.

VI. The allowed uses, bulk requirements and required landscaping and buffering are appropriate to and compatible with the type of development, the surrounding neighborhood or area and the community;

The planned uses, bulk requirements, buffers, screening, and required landscaping for the development have been planned as shown on supporting plans and documents. Adequate buffers and setbacks are provided in consideration of the rural residential character of the surrounding neighborhood and the design vision of the Benet Hill Monastery. The nearest lot is 162 feet from the property boundary.

VII. Areas with unique or significant historical, cultural, recreational, aesthetic or natural features are preserved and incorporated into the design of the project;

Per guidance from the County Environmental Services department identified the potential for Preble's Meadow Jumping Mouse, wetland impacts, and/or impacts to Smith Creek downstream from the site, a natural resource report analyzed the impacts to existing vegetation with recommendations for maintenance of surrounding potentially affected wildlife. The report and related PUD development plan has been found to satisfactorily meet and/or address any potential negative impacts to any cultural, historical, recreational, aesthetic and/or natural features.

VIII. Open spaces and trails are integrated into the development plan to serve as amenities to residents and provide a reasonable walking and biking opportunities;

The site has been planned to provide access to open space on site and the adjacent monastic activities located at the Benet Hill Monastery. Proximity to regional trails/parks/other amenities.

IX. The proposed development will not overburden the capacities of existing or planned roads, utilities and other public facilities (e.g., fire protection, police protection, emergency services, and water and sanitation), and the required public services and facilities will be provided to support the development when needed;

A traffic study has been submitted per County Staff direction for review to determine necessary offsite improvements. The study identifies no offsite roadway improvements are necessary. Approval of the aforementioned PUD modifications for the private roadway improvements will be determined by the Board of County Commissioners. The applicant has provided the necessary documentation, including utility and other service commitments, to demonstrate that fire protection, police protection, emergency services, water and wastewater, and other public services including but not limited to park and recreation, school, services and/or facilities will be provided to support the development when needed. Preliminary groundwater investigations identify available water rights underlying the property in the amounts of: 3,700 AF from the Dawson, 4,664 AF from the Denver, 1,938 AF from the Arapahoe, and 1,445 AF from the Laramie Fox Hills Aquifer. Additional details are provided in the water resource report, groundwater decrees, and determinations.

X. The proposed development would be a benefit through the provision of interconnected open space, conservation of environmental features, aesthetic features and harmonious design, and energy efficient site design;

The Plan provides 89.60% open space where the County standards require 20%. The proposed trail system will extend into the preserved open space on the site, enhancing access and enjoyment of the open space and, together with the sidewalk adjacent to the private roadway, providing pedestrian circulation throughout the site. The homes have been pre-designed to incorporate green and sustainable construction methods. Although not quantifiable in the PUD administration, it is the developers intent to follow these and other green construction BMP's in order to set a higher example for development in the region.

XI. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would unreasonably interfere with the present or future extraction of such deposit unless acknowledged by the mineral rights owner;

A mineral rights certification was provided with the application that indicates no mineral rights and/or interests will be negatively affected. Mineral rights were transferred to the applicant upon acquisition of the property.

XII. Any proposed exception or deviation from the requirements of the zoning resolution or the subdivision regulations is warranted by virtue of the design and amenities incorporated in the development plan and development guide;

A separate letter requesting modifications of the PUD has been submitted for review and is attached for reference.

PUD MODIFICATION REQUESTS

Proposed modifications to the zoning and subdivision regulations are warranted in exchange for the energy efficient and sustainable site development standards incorporated by reference, notation, and illustration in the accompanying development plan and/or guide.

XIII. The owner has authorized the application.

The application has been signed by the property owner.

PUD Development Plan May be Approved as a Preliminary Plan

1. The proposed subdivision is in general conformance with the goals, objectives, and policies of the Master Plan;

*M.V.E., Inc. • Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com*

2. The subdivision is consistent with the purposes of this Code;
3. The subdivision is in conformance with the subdivision design standards and any approved sketch plan;
4. A sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(a)] and the requirements of Chapter 8 of this Code;
5. A public sewage disposal system has been established and, if other methods of sewage disposal are proposed, the system complies with state and local laws and regulations, [C.R.S. §30-28-133(6) (b)] and the requirements of Chapter 8 of this Code.
6. All areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified and the proposed subdivision is compatible with such conditions. [C.R.S. §30-28-133(6)(c)];
7. Adequate drainage improvements complying with State law [C.R.S. §3028-133(3)(c)(VIII)] and the requirements of this Code and the ECM are provided by the design;
8. Legal and physical access is or will be provided to all parcels by public rights-of-way or recorded easement, acceptable to the County in compliance with this Code and the ECM. Each lot either directly connects to the private roadway or an access easement is provided to the private roadway as indicated on the PUD plan;
9. The proposed subdivision has established an adequate level of compatibility by (1) incorporating natural physical features into the design and providing sufficient open spaces considering the type and intensity of the subdivision; (2) incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit if appropriate, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County; (3) incorporating physical design features in the subdivision to provide a transition between the subdivision and adjacent land uses; (4) incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the design; and (5) incorporating public facilities or infrastructure, or provisions therefore, reasonably related to the proposed subdivision so the proposed

subdivision will not negatively impact the levels of service of County services and facilities;

10. Necessary services proposed in connection with the subdivision are adequate to serve the needs and mitigate the effects of the development, including police and fire protection, recreation, utilities, open space and transportation systems, are or will be available to serve the proposed subdivision;

11. The subdivision provides evidence to show that the proposed methods for fire protection comply with Chapter 6 of this Code; and

12. The proposed subdivision meets other applicable sections of Chapter 6 and 8 of this Code.

Based on the discussion previously provided for PUD approval, the applicants believe the approval criteria for a preliminary plan has also been met.

Z:\61087\Documents\Correspondance\61087 SOP Letter of Intent.odt



July 22, 2020

**PUD MODIFICATIONS REQUEST
Sanctuary of Peace Residential Community
PUD Plan**

Owner:

Benet Hill Monastery of Colorado Springs
3190 Benet Lane, Colorado Springs, CO 80921
719.633.0655, Ext 109
Vincent Crowder, Property & Building Manager

Developer:

Benet Hill Monastery of Colorado Springs
3190 Benet Lane, Colorado Springs, CO 80921
719.633.0655, Ext 109
Vincent Crowder, Property & Building Manager

Applicant / Consultant:

M.V.E., Inc.,
1903 Lelaray Street, Suite 200, Colorado Springs, CO
719.635.5736
Charles C. Crum, P.E.

Tracts and Common Facilities:

Permanent Ownership, Operation and Maintenance

Sanctuary of Peace Homeowners Association, Inc.
3190 Benet Lane, Colorado Springs, CO 80921
719.633.0655, Ext 109
Vincent Crowder, Representative

Water System Regulation

El Paso County
Planning and Community Development
2880 International Circle, suite 110
Colorado Springs, CO 80910
719.520.6300

and

Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
WQCD-B2
Denver, CO 80246
303.692.3500

*Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com*

REQUEST DESCRIPTIONS AND JUSTIFICATIONS:

- Waiver Requests
 - 8.4.4.C Public Roads Required
Requesting Private Roads.
 - 8.4.4.E Private Road Standards - (Private Road Allowances (use limited, requires waiver, designed to meet County standards)
Requesting modifications to road standards.
 - 8.4.8.C.2 Wastewater Disposal - Two OWTS Sites Required for All Lot or Parcels
Requesting one location with completed final engineered design.

Waiver Justifications: The applicants wish to maintain the private character of the neighborhood keeping the roads within the new and existing neighborhood private. Narrower design widths can promote improved pedestrian and non-motorized use of the roads. The extension of a public road into the proposed development is inconsistent with the character of the area which includes monastery, religious housing/retreat facility, and private residences. Per the traffic study submitted with the request, the private road is adequate to meet the internal access and circulation needs of the development. Fully engineered OWTS designs with soil testing have been completed and submitted to El Paso County Planning & Community Development and El Paso County Health Department as a part of this application and are shown on the PUD plan. Since the type, location, and design if the each OWTS is determined, there is no need to indicate additional alternate locations.

- Design Modifications (Addressed separately in Approval Criteria relating to wastewater provision and OWTS suitability)
 1. 8.4.3.B.2.f Lots using OWTS requires the following:
 - (i) Lots Designed to Use an OWTS. Lots which will utilize an OWTS shall have a minimum area of 2.5 acres.

(ii) Minimum Buildable Area for Lots Using an OWTS. A minimum of 1 acre of buildable area is required for lots proposed to utilize an OWTS.

The development has been designed to limit the number of bedrooms that could be served on the four separate OWTS on 49.58 acres. The systems were designed for this purpose in coordination with State and County Health Department staff and under the guidance of the State Water Quality Site Application Policy 6. The systems can serve up to 40 bedrooms. The plan proposes 14 one-bedroom, 12 two-bedroom single-story residences, and a private Sanctuary Club House having 4 bedrooms classified as transient use and equaling 2 bedrooms of the 40 bedroom maximum count. The development area has been clustered with consideration given to siting the residences and OWTS systems to avoid impacts to adjacent properties. CDPHE and EPC Health Department have been contacted and are included in the submittal and review of this application with no formal objection to date.

2. 8.4.4.C Public Roads Required (divisions of land served by public roads).

Requesting Private Roads.

3. 8.4.4.E Private Road Allowances (use limited, requires waiver, designed to meet County standards)

4. 8.4.8.C.2 Wastewater Disposal - (Two OWTS Sites Required for All Lot or Parcels).

5. ECM (Engineering Criteria Manual) 2.3.1 Design Speed

6. ECM (Engineering Criteria Manual) 2.3.1 Right Of Way Width

7. ECM (Engineering Criteria Manual) 2.3.1 Minimum Curve Radius

8. ECM (Engineering Criteria Manual) 2.3.1 Minimum Lane Width

9. ECM (Engineering Criteria Manual) 2.5.2.B.3 Sidewalks required on both sides of roadway

10. ECM (Engineering Criteria Manual) 2.5.2.B.6 Sidewalks required to be 5" thick concrete

Modification Justifications: The property has frontage on State Highway 83; however, State access restrictions require access to the highway be taken from the existing private Benet Lane. Benet Lane currently provides access to the subject property, Benet Hill Monastery, and four (4) private residences depicted on the plan documents. CDOT has issued a new Access Permit for the existing Benet Lane access in consideration of the Sanctuary of Peace.

The applicants wish to maintain the private character of the neighborhood keeping the roads within the new and existing neighborhood private. Narrower design widths can promote improved pedestrian and non-motorized use of the roads. Parking is not allowed on the narrow road. Therefore, 22 off-street non-enclosed guest parking spots are provided with 4 of them being located at the Private Sanctuary Clubhouse. The mail kiosk also has a paved vehicle pullover area. The extension of a private road into the proposed development is in consistent with the character of the area which includes monastery, religious housing/retreat facility, and private residences. Per the traffic study submitted with the request, the private road is adequate to meet the internal access and circulation needs of the development. The natural terrain, which is intended to be preserved, is not amenable to sidewalks on both sides of the roadway. Instead, an asphalt sidewalk, integrated with the asphalt roadway, will be provided on one side of the road and additional gravel trails will be installed to enhance site pedestrian circulation as well as use and enjoyment of the integrated open space amenities.

PUD MODIFICATION REQUESTS

Proposed modifications to the zoning and subdivision regulations are warranted in exchange for the energy efficient and sustainable site development standards incorporated by reference, notation, and illustration in the accompanying development plan and/or guide.

Approval of PUD Modifications

“For approval of a modification of a general development standard in the LDC or criteria or standard of the ECM, the BoCC shall find that the proposal provides for the general health, safety, and welfare of the citizens and at least one of the following benefits:” (LDC 4.2.6.F.2.h Modification of LDC or ECM Standard)

- Preservation of natural features;
- Provision of a more livable environment, such as the installment of street furniture, decorative street lighting or decorative paving materials;
- Provision of a more efficient pedestrian system;
- Provision of additional open space;
- Provision of other public amenities not otherwise required by the Code; or

- The proposed modification is granted in exchange for the open space and/or amenity designs provided in the PUD development plan and/or development

The plan preserves the natural features of the 44.42 acres of open space (89.60% of the PUD area). The proposed 6-car garages to be contained on the private Sanctuary Club House lot (Lot 1) are planned to house community cars for use in a ride sharing amenity to residents of the development. It is the position of the applicant that the proposed development meets the spirit and intent of each of the modification trade-off criteria.

The sidewalk adjacent to the private roadway and additional trails throughout the site are planned and shown on the PUD plan connect the gazebo area, private Sanctuary Club House area, the mail kiosk, and trash enclosure area. The trails are also planned to extend into the open space that encircles the housing area to promote use of the open space and widen the appeal of the trail system on the site. The trails are to be constructed by the the developer during the home building period and will be owned and maintained by the Homeowners Association.

Z:\61087\Documents\Correspondance\61087 SOP PUD Modifications Request.odt



DONALD WESCOTT FIRE PROTECTION DISTRICT

15415 Gleneagle Drive Colorado Springs, CO 80918

Ph: 719-488-8680 Fx: 719-488-3414

To: Whom it may concern
From: Chief Vinny Burns
Donald Wescott Fire Protection District
Date: August 20, 2019
Re: Sanctuary of Peace P.U.D.

This is a letter of commitment for fire protection by Donald Wescott Fire Protection District for the property located at 15760 Hwy. 83, for the development known as The Sanctuary of Peace Residential Community.

The Donald Wescott Fire Protection District is an ISO protection class 3 department that has two full time staffed fire stations, the closest of which is located at 15505 Hwy. 83.

The district understands that the applicant has proposed modifications to PUD criteria and waivers to the El Paso County Land Development Code. The applicant has proposed 20 ft wide private paved roadways in a 24 ft wide roadway tract. The applicant proposes more than 25 lots on a dead-end road and a dead-end road in excess of 1,600 feet. The applicant also proposes an unpaved 12 ft. wide to 16 ft. wide emergency-only access road from Benet Lane to Fools Gold Lane in an emergency access easement. The emergency access road will be gated and secured in a manner acceptable to the district. The district finds the proposed modifications and waivers to be acceptable.

The Sanctuary of Peace development will be required to provide an on-site 15,000 gallon fire cistern along with a fire turnout to allow the usage of the cistern while not impeding traffic on the roadway. Residential construction will be reviewed by the district and shall comply with district requirements.

If you have any questions or need further information, please feel free to contact me.

Thank you,

Vincent P. Burns
Fire Chief

COLORADO DEPARTMENT OF TRANSPORTATION			CDOT Permit No.
STATE HIGHWAY ACCESS PERMIT			220060
			State Highway No / Mp / Side 83 / 25.162 / Left
Permit Fee \$300.00	Date of Transmittal 07/15/2020	Region / Section / Patrol / Name 02 / 04 / 39 Brad Bauer	Local Jurisdiction El Paso County

<p>The Permittee(s):</p> <p>Sister Marie Theresa Summers Benet Hill Monastery 3190 Benet Lane Colorado Springs, Colorado 80921 (719) 633-0655</p>	<p>The Applicant(s):</p>												
<p>is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.</p>													
<p>Location: Approximately 962-feet north of MM25 on SH83 or MM25.162 on the left side or west side of roadway</p>													
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Access to Provide Service to:</td> <td style="width: 20%;">(Land Use Code)</td> <td style="width: 20%;">(Size)</td> <td style="width: 20%;">(Units)</td> </tr> <tr> <td>270 - Residential Planned Unit Development 27-Lot, 26-Multi Family Residential Units</td> <td></td> <td style="text-align: center;">27</td> <td style="text-align: center;">Each</td> </tr> <tr> <td>997 - Agriculture Vacant Land</td> <td></td> <td style="text-align: center;">50</td> <td style="text-align: center;">Acres</td> </tr> </table>		Access to Provide Service to:	(Land Use Code)	(Size)	(Units)	270 - Residential Planned Unit Development 27-Lot, 26-Multi Family Residential Units		27	Each	997 - Agriculture Vacant Land		50	Acres
Access to Provide Service to:	(Land Use Code)	(Size)	(Units)										
270 - Residential Planned Unit Development 27-Lot, 26-Multi Family Residential Units		27	Each										
997 - Agriculture Vacant Land		50	Acres										
<p>Additional Information:</p> <p>Please see the additional Terms and Conditions for details.</p>													

MUNICIPALITY OR COUNTY APPROVAL			
Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
<p>Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.</p> <p>The permittee shall notify Teresa Guagliardo with the Colorado Department of Transportation, at 719-546-5440 at least 48 hours prior to commencing construction within the State Highway right-of-way.</p> <p>The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.</p>			
DocuSigned by: Permittee Signature: <i>Benet Hill Monastery</i>	Print Name Benet Hill Monastery	Date 7/17/2020 11:00 AM MDT	
DocuSigned by: Co-Permittee Signature: (if applicable) <i>Benet Hill Monastery</i>	Print Name Benet Hill Monastery	Date 7/21/2020 10:18 AM MDT	
This permit is not valid until signed by a duly authorized representative of the Department. COLORADO DEPARTMENT OF TRANSPORTATION			
DocuSigned by: Signature <i>Arthur Gonzales</i>	Print Name Arthur Gonzales	Title R2 - Access Manager	Date (of issue) 7/21/2020 10:57 AM MDT

1. A "Notice to Proceed" (CDOT Form 1265) is required to complete the access permitting process, even when construction is not required.
2. This Access Permit is issued to re-permit an existing access to State Highway 083 (SH83). It replaces Access Permit Number 206100, issued 12/01/2009. The access previously permitted use was to allow access to Benet Hill Monastery and other vacant land. The existing access to SH83 will now serve as a change in use for a proposed development named the Sanctuary of Peace Residential Community, a 50+/- acres with 26-single family duplex lots, Sanctuary Club House Building with 4-guest bedrooms and open spaces along a newly developed private roadway to be known as Promise Point that "T" intersects with SH83.
3. The access is located on the LEFT side of State Highway 083, a distance of 962-feet north from milepost 25 (25.162).
4. This section of highway is a Category R-A highway. The information submitted with the application requires that **NO NEW CONSTRUCTION** be required of this permit. This permit allows for a single point of full movement access will be granted for egress/ingress vehicular movements to the development from SH83. A 30-foot access opening measured in width, measured at the Right of Way.
5. Under no circumstances shall the construction of a private driveway by a private interest interfere with the completion of a public highway construction project. The private interest shall coordinate work the CDOT resident engineer named below.
6. The Permittee is responsible for wind and air borne erosion control measures during the construction phase. The developer is responsible for MS4 compliance; best management practice during construction should include clean project entry. The project landfall must be shaped and armored in such a way that no head-cutting will occur. No construction traffic is allowed to enter the highway along pioneered pathways through the ditches.
7. The ditches may not be used for any construction purposes unless allowed under appropriate legal permits; any construction traffic accessing SH83 under permits shall have appropriate flagging or traffic control.
8. Equipment and vehicles cannot be parked in the clear zone; this includes when occupied by construction personnel; the clear zone shall be kept clear of vehicles, equipment and stockpile to prevent accidents.
9. No additional access will be allowed to State Highway 083 between milepost 25.285 and milepost 25.08 or the properties frontage to SH83.
10. The Permittee shall refer to all additional standard requirements attached to this permit. This includes CDOT Form 101b, enclosed additional terms, conditions, exhibits, and noted attachments.
11. The following criteria were used to establish this Access Permit:
 - a) The Application for Access Permit (CDOT Form 137) dated 01/03/2019 and accepted by the regional office on 05/22/2020 and all attachments.

July 20, 2020

Vincent Crowder
Sanctuary of Peace POA
3190 Benet Lane
Colorado Springs, CO 80921

RE: Acknowledgement of Drinking Water Final Plans and Specifications for Construction
Sanctuary of Peace POA Water System, Sanctuary of Peace POA
Public Water System Identification (PWSID) No. CO0121702, El Paso County
ES Project No. ES.20.DWDR.05394

Dear Mr. Crowder:

The Colorado Department of Public Health & Environment (Department), Water Quality Control Division, Engineering Section has received and reviewed the Capacity Assessment Worksheet and Supplemental Information for the Technical, Managerial, and Financial (TMF) Capacity, and the Final Plans and Specifications for the Sanctuary of Peace POA Water System in accordance with Sections 11.4.1(a) and 11.4(1)(b) of the *Colorado Primary Drinking Water Regulations* (Regulation 11). The TMF and design has been found to be in conformance with the current requirements of the *New Public Water System Capacity Planning Manual* and the *State of Colorado Design Criteria For Potable Water Systems* (Design Criteria). At this time, Sanctuary of Peace POA does not meet the definition of a public water system as defined by Section 11.3(57) of the Colorado Primary Drinking Water Regulations (Regulation 11), and therefore, the Department does not have the authority by Regulation 11 to approve or deny the capacity assessment or the plans and specifications for construction of the water system. At such time that Sanctuary of Peace POA will meet the definition of a public water system, Sanctuary of Peace POA must submit plans and specifications, and a capacity assessment in accordance with Sections 11.4(1)(a) and 11.4(1)(b) of Regulation 11, and receive design approval. The Sanctuary of Peace POA should anticipate being classified as a community water system.

This acknowledgement is limited to the following:

- Well (SDWIS ID: 001): Groundwater source
 - Well Permit Number 83885-F. Drilled well. Screen: 331-751 feet, total depth: 751 feet, static water level approximately 196 feet.
 - Surface improvements: sloped area away from wellhead.
 - Well improvements: casing raised to provide a minimum of 12 inch between grade and wellhead.
 - Permitted Flow: 50 gallons per minute (gpm).
 - Pumped Flow: 25 gpm.
 - All associated piping and appurtenances.
- Treatment Plant (SDWIS ID: 002)
 - Treatment for Well (001), Maximum flowrate of 25 gpm based on well pump rate.
 - Sodium hypochlorite treatment (421):
 - Sodium hypochlorite feed pump (design basis: diaphragm pump with anti-siphon valve), 35 gallon solution feed tank (design basis: polyethylene tank) and secondary chemical containment curb.
 - Sodium hypochlorite injection point prior to contact time storage tanks.
 - Chlorine pump electrically connected to flow meter for flow paced dosing.
 - Treatment appurtenances. Raw water sampling tap, water meter (design basis: NSF61 certified), handheld chlorine analyzer, 119 gallon pressure tank (design basis: Well-X-Trol) and finished water tap (residual chlorine monitoring location) after storage tanks in the treatment plant.

- Booster pumps: two submersible pumps located in 8-inch pits with watertight well cap next to storage tanks (003) to pump from storage tanks back to treatment plant, operating in lead/standby mode, 20 gpm each, 53-62 psi, with variable frequency drives.
- Associated piping and appurtenances.
- Storage Tanks (SDWIS ID: 003)
 - Two (2) 2,500 gallon buried HDPE storage tanks (design basis: Ace Roto-Mold ACT2500-LPG) utilized for contact time (2,000 gallons minimum operating volume between the two tanks). Tank piping and appurtenances: 4-inch inlet pipe, 4-inch vent that opens downward with 24 mesh non corrosible screen, lockable access hatch with gasket, 4-inch outlet pipe.

Deviations:

The design includes the following deviation(s) from the Design Criteria:

- Section 5.1 of the Design Criteria requires that at least two chemical feeders be provided. The response to Request for Information letter indicates spare parts will be kept on site and the system has the ability to service the pump within 24 hours. Based on the information supplied to support this deviation, the Department accepts this deviation request.

Conditions:

The design must comply with the following conditions:

General Requirements:

- Section 2.21 of the Design Criteria requires all chemicals and materials that come in contact with treated or partially treated water to be ANSI/NSF 60 and 61 certified, respectively, for potable water use.
- All wells, pipes, tanks and equipment that can convey or store water intended for potable use must be disinfected in accordance with current AWWA procedures prior to initial use as required in Sections 2.15, 6.6.2, 7.0.18 and 8.7.7 of the Design Criteria.

Monitoring Notifications:

- The project includes installation of a new well that will require completion of initial monitoring when the water system becomes a public water system.
- The design is capable of providing 4-log virus inactivation. As outlined in the Basis of Design Report, the treatment conditions that must exist to achieve 4-log inactivation of viruses are as follows:
 - The supplier must continuously maintain a chlorine residual of 1.0 mg/L at the entry point monitoring location downstream of the two storage tanks, assuming a flow rate of 25 gpm (well pumping rate), a pH between 6.0-9.0, a liquid temperature at or greater than 5-degrees Celsius, a baffle factor of 0.1 and a minimum active storage volume of 2,000-gallons.

Facility Classification under Regulation 100:

- Based on the current water treatment plant and distribution system design and in accordance with the current Colorado Operators Certification Board regulations, the water treatment plant is anticipated to be a Class "D" water treatment facility and the distribution system is anticipated to be a Class "1" distribution system.

The documents that were reviewed are as follows:

- Basis of Design Report dated February 18, 2020 titled *Sanctuary of Peace POA Water System*. Prepared by M.V.E., Inc. for Sanctuary of Peace POA.
- Capacity Planning Document (TMF) dated February 18, 2020 titled *Sanctuary of Peace POA Community Water System*. Prepared by M.V.E., Inc. and H2O Consultants for Sanctuary of Peace POA.
- Raw water quality data received April 21, 2020 and July 7, 2020.
- Response to Request for Information Letter dated June 17, 2020. Prepared by M.V.E., Inc. for Sanctuary of Peace POA.
- Email correspondence dated July 8, 2020 from M.V.E., Inc. for Sanctuary of Peace POA.
- Miscellaneous correspondence.

Please be advised of the following notifications and requirements that may apply to the project:

- Acknowledgement of this project is based only upon engineering design to provide safe potable water, as required by Regulation 11 and shall in no way influence local building department or local health department decisions on this project. This review does not relieve the owner from compliance with all Federal, State and local regulations and requirements prior to construction nor from responsibility for proper engineering, construction and operation of the facility.
- Any point source discharges of water from the facility are potentially subject to a discharge permit under the State Discharge Permit System. Any point source discharges to state waters without a permit are subject to civil or criminal enforcement action. If you have any questions regarding permit requirements contact the Permits Unit at 303-692-3500.

Please direct any further correspondence regarding the technical approval (plans and specifications/design review) to:

Kristen Harris, P.E.
Colorado Department of Public Health & Environment
Water Quality Control Division - Engineering Section
4300 Cherry Creek Drive South
Denver, CO 80246-1530

Thank you for your time and cooperation in this matter. Please contact me by telephone at 303-692-3538 or by email at kristen.harris@state.co.us if you have any questions.

The Engineering Section is interested in gaining feedback about your experience during the engineering review process. We would appreciate your time to complete a Quality-of-Service Survey regarding your experience during the engineering review process leading up to issuance of this decision letter. The Engineering Section will use your responses and comments to identify strengths, target areas for improvement and evaluate process improvements to better serve your needs. Please take a moment to fill out our survey at the following website: <http://fs8.formsite.com/cohealth/form627710151/index.html>.

Sincerely,

Kristen Harris, P.E.
Senior Review Engineer
Engineering Section | Water Quality Control Division
Colorado Department of Public Health & Environment

cc: David Gorman, M.V.E., Inc.
Charles Crum, M.V.E., Inc.
Lisa Lemmon, El Paso County Public Health
Catherine McGarvy, El Paso County Public Health
Amy Zimmerman, WQCD ES Engineering Review Unit Manager
Haley Orahood, DWCAS, Compliance & Enforcement Unit South
Drinking Water File (CO0121702)



July 22, 2020

**PUD MODIFICATIONS REQUEST
Sanctuary of Peace Residential Community
PUD Plan**

Owner:

Benet Hill Monastery of Colorado Springs
3190 Benet Lane, Colorado Springs, CO 80921
719.633.0655, Ext 109
Vincent Crowder, Property & Building Manager

Developer:

Benet Hill Monastery of Colorado Springs
3190 Benet Lane, Colorado Springs, CO 80921
719.633.0655, Ext 109
Vincent Crowder, Property & Building Manager

Applicant / Consultant:

M.V.E., Inc.,
1903 Lelaray Street, Suite 200, Colorado Springs, CO
719.635.5736
Charles C. Crum, P.E.

Tracts and Common Facilities:

Permanent Ownership, Operation and Maintenance

Sanctuary of Peace Homeowners Association, Inc.
3190 Benet Lane, Colorado Springs, CO 80921
719.633.0655, Ext 109
Vincent Crowder, Representative

Water System Regulation

El Paso County
Planning and Community Development
2880 International Circle, suite 110
Colorado Springs, CO 80910
719.520.6300

and

Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
WQCD-B2
Denver, CO 80246
303.692.3500

*Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com*

REQUEST DESCRIPTIONS AND JUSTIFICATIONS:

- Waiver Requests
 - 8.4.4.C Public Roads Required
Requesting Private Roads.
 - 8.4.4.E Private Road Standards - (Private Road Allowances (use limited, requires waiver, designed to meet County standards)
Requesting modifications to road standards.
 - 8.4.8.C.2 Wastewater Disposal - Two OWTS Sites Required for All Lot or Parcels
Requesting one location with completed final engineered design.

Waiver Justifications: The applicants wish to maintain the private character of the neighborhood keeping the roads within the new and existing neighborhood private. Narrower design widths can promote improved pedestrian and non-motorized use of the roads. The extension of a public road into the proposed development is inconsistent with the character of the area which includes monastery, religious housing/retreat facility, and private residences. Per the traffic study submitted with the request, the private road is adequate to meet the internal access and circulation needs of the development. Fully engineered OWTS designs with soil testing have been completed and submitted to El Paso County Planning & Community Development and El Paso County Health Department as a part of this application and are shown on the PUD plan. Since the type, location, and design if the each OWTS is determined, there is no need to indicate additional alternate locations.

- Design Modifications (Addressed separately in Approval Criteria relating to wastewater provision and OWTS suitability)

1. 8.4.3.B.2.f Lots using OWTS requires the following:

(i) Lots Designed to Use an OWTS. Lots which will utilize an OWTS shall have a minimum area of 2.5 acres.

(ii) Minimum Buildable Area for Lots Using an OWTS. A minimum of 1 acre of buildable area is required for lots proposed to utilize an OWTS.

The development has been designed to limit the number of bedrooms that could be served on the four separate OWTS on 49.58 acres. The systems were designed for this purpose in coordination with State and County Health Department staff and under the guidance of the State Water Quality Site Application Policy 6. The systems can serve up to 40 bedrooms. The plan proposes 14 one-bedroom, 12 two-bedroom single-story residences, and a private Sanctuary Club House having 4 bedrooms classified as transient use and equaling 2 bedrooms of the 40 bedroom maximum count. The development area has been clustered with consideration given to siting the residences and OWTS systems to avoid impacts to adjacent properties. CDPHE and EPC Health Department have been contacted and are included in the submittal and review of this application with no formal objection to date.

2. 8.4.4.C Public Roads Required (divisions of land served by public roads).

Requesting Private Roads.

3. 8.4.4.E Private Road Allowances (use limited, requires waiver, designed to meet County standards)
4. 8.4.8.C.2 Wastewater Disposal - (Two OWTS Sites Required for All Lot or Parcels).
5. ECM (Engineering Criteria Manual) 2.3.1 Design Speed
6. ECM (Engineering Criteria Manual) 2.3.1 Right Of Way Width
7. ECM (Engineering Criteria Manual) 2.3.1 Minimum Curve Radius
8. ECM (Engineering Criteria Manual) 2.3.1 Minimum Lane Width
9. ECM (Engineering Criteria Manual) 2.5.2.B.3 Sidewalks required on both sides of roadway
10. ECM (Engineering Criteria Manual) 2.5.2.B.6 Sidewalks required to be 5" thick concrete

Modification Justifications: The property has frontage on State Highway 83; however, State access restrictions require access to the highway be taken from the existing private Benet Lane. Benet Lane currently provides access to the subject property, Benet Hill Monastery, and four (4) private residences depicted on the plan documents. CDOT has issued a new Access Permit for the existing Benet Lane access in consideration of the Sanctuary of Peace.

The applicants wish to maintain the private character of the neighborhood keeping the roads within the new and existing neighborhood private. Narrower design widths can promote improved pedestrian and non-motorized use of the roads. Parking is not allowed on the narrow road. Therefore, 22 off-street non-enclosed guest parking spots are provided with 4 of them being located at the Private Sanctuary Clubhouse. The mail kiosk also has a paved vehicle pullover area. The extension of a private road into the proposed development is in consistent with the character of the area which includes monastery, religious housing/retreat facility, and private residences. Per the traffic study submitted with the request, the private road is adequate to meet the internal access and circulation needs of the development. The natural terrain, which is intended to be preserved, is not amenable to sidewalks on both sides of the roadway. Instead, an asphalt sidewalk, integrated with the asphalt roadway, will be provided on one side of the road and additional gravel trails will be installed to enhance site pedestrian circulation as well as use and enjoyment of the integrated open space amenities.

PUD MODIFICATION REQUESTS

Proposed modifications to the zoning and subdivision regulations are warranted in exchange for the energy efficient and sustainable site development standards incorporated by reference, notation, and illustration in the accompanying development plan and/or guide.

Approval of PUD Modifications

“For approval of a modification of a general development standard in the LDC or criteria or standard of the ECM, the BoCC shall find that the proposal provides for the general health, safety, and welfare of the citizens and at least one of the following benefits:” (LDC 4.2.6.F.2.h Modification of LDC or ECM Standard)

- Preservation of natural features;
- Provision of a more livable environment, such as the installment of street furniture, decorative street lighting or decorative paving materials;
- Provision of a more efficient pedestrian system;
- Provision of additional open space;
- Provision of other public amenities not otherwise required by the Code; or

- The proposed modification is granted in exchange for the open space and/or amenity designs provided in the PUD development plan and/or development

The plan preserves the natural features of the 44.42 acres of open space (89.60% of the PUD area). The proposed 6-car garages to be contained on the private Sanctuary Club House lot (Lot 1) are planned to house community cars for use in a ride sharing amenity to residents of the development. It is the position of the applicant that the proposed development meets the spirit and intent of each of the modification trade-off criteria.

The sidewalk adjacent to the private roadway and additional trails throughout the site are planned and shown on the PUD plan connect the gazebo area, private Sanctuary Club House area, the mail kiosk, and trash enclosure area. The trails are also planned to extend into the open space that encircles the housing area to promote use of the open space and widen the appeal of the trail system on the site. The trails are to be constructed by the the developer during the home building period and will be owned and maintained by the Homeowners Association.

Z:\61087\Documents\Correspondance\61087 SOP PUD Modifications Request.odt

SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PUD DEVELOPMENT PLAN / PRELIMINARY PLAN

LOCATED IN THE THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO

PERMITTED USES AND STRUCTURES	
USE	NOTES
PRINCIPAL USES	
DWELLINGS - SINGLE FAMILY ATTACHED	LOTS 2 - 27 WITH ATTACHED GARAGES ONLY
PRIVATE SANCTUARY CLUBHOUSE	LOT 1 - PRIVATE BUSINESS EVENT CENTER W/ FOUR GUEST ROOMS FOR OVERNIGHT ACCOMMODATIONS TO BE USED BY THE RESIDENTS OF "SANCTUARY OF PEACE RESIDENTIAL COMMUNITY" AND BENET HILL MONASTERY OF COLORADO SPRINGS.
RECREATIONAL AMENITIES	TRACTS B, C, & D - TO INCLUDE TRAILS, BENCHES, GAZEBOs, COMMUNITY GARDEN
DISTRICT UTILITIES, DETENTION PONDS	TRACTS A, B, C, & D - TO INCLUDE WATER LINES, WELLS, PUMP HOUSES, TREATMENT FACILITIES, FIRE CISTERNS, WASTEWATER LINES / FACILITIES, DETENTION FACILITIES AND ASSOCIATED ACCESS ROADS AND UTILITY LINES.
FIRE MITIGATION	TRACT D - FIRE CISTERN
DETACHED GARAGE	LOT 1
ACCESSORY USES	
ANIMAL KEEPING	HOUSEHOLD PETS ARE ALLOWED IN ACCORDANCE WITH THE APPROVED OR AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR SANCTUARY OF PEACE RESIDENTIAL COMMUNITY.
RESIDENTIAL HOME OFFICE	RESIDENTIAL HOME OFFICES ARE ALLOWED IN ACCORDANCE WITH THE APPROVED OR AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR SANCTUARY OF PEACE RESIDENTIAL COMMUNITY.
SOLAR COLLECTORS	SOLAR COLLECTORS ARE ALLOWED IN ACCORDANCE WITH THE APPROVED OR AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR SANCTUARY OF PEACE RESIDENTIAL COMMUNITY.
DECK (ATTACHED, COVERED OR UNCOVERED)	
WALLS, HEDGES, RETAINING WALLS, & FENCES	RETAINING WALLS ALLOWED IN SIDE AND REAR SETBACKS. FENCING IS NOT ALLOWED ON LOTS 2 - 27.
MAIL BOXES	A SINGLE MAIL KIOSK FOR ALL 27 LOTS.
TRASH ENCLOSURES	
1. ALL PERMITTED PRINCIPAL AND ACCESSORY STRUCTURES ARE SUBJECT TO THE DEVELOPMENT STANDARD OF THE SANCTUARY OF PEACE RESIDENTIAL COMMUNITY DEVELOPMENT PLAN.	
2. PERMITTED ACCESSORY USES ARE SUBJECT TO THE USE-SPECIFIC DEVELOPMENT STANDARD SET OUT IN CHAPTER 5.1.7 OF THE EL PASO COUNTY LAND DEVELOPMENT CODE [AS AMENDED]	
3. PERMITTED TEMPORARY USES ARE SUBJECT TO THE USE-SPECIFIC DEVELOPMENT STANDARD SET OUT IN CHAPTER 5.2.1 OF THE EL PASO COUNTY LAND DEVELOPMENT CODE [AS AMENDED]	

DEVELOPMENT STANDARDS AND GUIDELINES

- MINIMUM LOT SIZE IS 3,900 SF.
- MAXIMUM LOT COVERAGE SHALL BE 45%.
- MAXIMUM BUILDING HEIGHT: THIRTY FIVE FEET (35').
- SETBACK REQUIREMENTS (SINGLE FAMILY DWELLINGS, PRIVATE SANCTUARY CLUB HOUSE & DETACHED GARAGE):
 - FRONT YARD: FIFTEEN FEET (15) 20 FEET MIN. DRIVEWAY LENGTH
 - SIDE YARD: FIVE FEET (5) / ZERO FEET (0) WHERE ATTACHED
 - REAR YARD: FIVE FEET (5)RETAINING WALLS ARE ALLOWED IN THE SIDE AND REAR SETBACKS.
- LOT NOTES:

THE PUD DEVELOPMENT/PRELIMINARY PLAN AND THE PLAT ESTABLISH THE LOT SIZES FOR EACH LOT.

FOLLOWING INITIAL SUBDIVISION, NO VACATIONS AND REPLATS SHALL BE ALLOWED IF THESE WOULD RESULT IN THE ADDITION OF LOTS IN A MANNER NOT FULLY CONSISTENT WITH THE PUD DEVELOPMENT/PRELIMINARY PLAN.

MINOR ADJUSTMENTS TO LOT LINES AND TRACTS AREAS CAN BE MADE WITH THE FINAL PLATS WITHOUT REQUIRING AN AMENDMENT TO THIS PUD DEVELOPMENT/PRELIMINARY PLAN.

LANDSCAPE

- AREAS OF REQUIRED ROADWAY LANDSCAPING ADJACENT TO STATE HIGHWAY 83 AND THE PRIVATE BENET LANE HAVE BEEN SATISFIED BY THE EXISTING TREE COVER LOCATED IN THESE LANDSCAPE BUFFER AREAS AS DEPICTED ON THE LANDSCAPE PLAN (SHEET DP-6).

ARCHITECTURAL CONTROL

ARCHITECTURAL CONTROL SHALL BE IN ACCORDANCE WITH THE APPROVED OR AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR SANCTUARY OF PEACE RESIDENTIAL COMMUNITY.

GENERAL NOTES

- ALL RESIDENTIAL LOTS WILL HAVE DIRECT ACCESS TO A PRIVATE ROAD OR SHALL BE CONNECTED TO A PRIVATE ROAD VIA AN ACCESS EASEMENT. THE PRIVATE ROAD AS SHOWN ON THIS PUD PRELIMINARY PLAN WILL NOT BE MAINTAINED BY EL PASO COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN CONFORMANCE WITH EL PASO COUNTY STANDARDS IN EFFECT AT THE DATE OF THE REQUEST FOR DEDICATION AND MAINTENANCE.
- ALL WATER SYSTEM ELEMENTS AND SANITARY SEWERAGE CONDUITS AND THEIR ASSOCIATED APPURTENANCES SHALL BE DEDICATED TO THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION. ALL OTHER UTILITIES SHALL BE OWNED AS APPROPRIATED.
- ALL ELECTRIC SERVICE SHALL BE PROVIDED BY MOUNTAIN VIEW ELECTRIC ASSOCIATION. ALL TRACTS THROUGH WHICH MVEA UTILITIES WILL BE LOCATED WILL BE GIVEN UTILITY EASEMENTS AS REQUIRED MVEA. STREET LIGHTS WILL BE RESTRICTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATIONS DETAILS AND SPECIFICATIONS.
- ALL NATURAL GAS SERVICE SHALL BE PROVIDED BY BLACK HILLS ENERGY. ALL TRACTS THROUGH WHICH BLACK HILLS ENERGY UTILITIES WILL BE LOCATED WILL BE GIVEN UTILITY EASEMENTS AS REQUIRED.
- PUBLIC UTILITY / DRAINAGE EASEMENTS SHALL BE PROVIDED ON ALL LOTS AND TRACTS AS FOLLOWS:
 - FRONT: TEN FEET (10)
 - SIDE: FIVE FEET (5) - RETAINING WALLS FROM 0'-4" IN HEIGHT ALLOWED IN EASEMENT
 - REAR: TEN FEET (5) - RETAINING WALLS FROM 0'-6" IN HEIGHT ALLOWED IN EASEMENT
- AN EASEMENT COVER AND ACROSS THE ENTIRETY OF TRACTS A, B, C & D SHALL BE GRANTED TO THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION FOR UNLIMITED ACCESS AND USE TO CONSTRUCT AND MAINTAIN THE PRIVATE ROADWAY, OPEN SPACE, RETAINING WALLS, LANDSCAPE, TRAILS, SIGNAGE, PARKING IN DESIGNATED AREAS, DRIVEWAYS, MAILBOXES, WATER AND WASTEWATER SYSTEMS, OR OTHER AMENITIES AS DESIRED BY THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION.
- THE DEVELOPMENT HAS BEEN DESIGNED TO LIMIT THE NUMBER OF BEDROOMS THAT COULD BE SERVED ON FOUR SEPARATE ONSITE WATER TREATMENT SYSTEM (OWTS) ON 59.58 ACRES. THE SYSTEMS WERE DESIGNED FOR THIS PURPOSE IN COORDINATION WITH STATE AND COUNTY HEALTH DEPARTMENT STAFF AND UNDER THE GUIDANCE OF THE STATE WATER QUALITY SITE APPLICATION POLICY 6. THE SYSTEMS CAN SERVE UP TO 40 BEDROOMS. THE PLAN PROPOSES FOURTEEN (14) ONE BEDROOM, TWELVE (12) TWO BEDROOM SINGLE STORY RESIDENCES, AND ONE (1) PRIVATE SANCTUARY CLUB HOUSE HAVING FOUR (4) GUEST BEDROOMS TAKEN AT THE HOTEL/MOTEL OCCUPANCY RATE OF ONE HALF BEDROOM PER ROOM. THE DEVELOPMENT AREA HAS BEEN CLUSTERED WITH CONSIDERATION GIVEN TO WHAT THE SYSTEMS WERE TO AVOID IMPACTS TO ADJACENT PROPERTIES. THE OWTS SYSTEMS EXTERIOR OF ANY BUILDING SHALL BE OWNED AND MAINTAINED BY THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION.
- THE BENET HILL MONASTERY OF COLORADO SPRINGS IS RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGHOUT ALL OTS AND TRACTS. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY BENET HILL MONASTERY OF COLORADO SPRINGS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OF RINOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENTS.
- DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DIVISION OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORPS OF ENGINEERS AND THE U.S. FISH AND WILDLIFE SERVICE REGARDING THE ENDANGERED SPECIES ACT, PARTICULARLY AS IT RELATES TO THE LISTED SPECIES (E.G., PREBLE'S MEADOW JUMPING MOUSE).
- THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY DEVELOPMENT SERVICES DEPARTMENT: TRANSPORTATION MEMORANDUM; DRAINAGE REPORT; WATER RESOURCES REPORT; ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) EVALUATION; GEOLOGY & SOILS REPORT; FIRE PROTECTION REPORT; WILDFIRE HAZARD REPORT; NATURAL FEATURES REPORT.
- A DRIVEWAY PERMIT SHALL BE ISSUED BY EL PASO COUNTY DEVELOPMENT SERVICES PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY.
- MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND UNITED STATES POSTAL SERVICE REGULATIONS.

GENERAL PROVISIONS

STATEMENT OF PURPOSE: SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PUD IS INTENDED TO ACCOMMODATE CLUSTER DEVELOPMENT THAT PROMOTES OPEN SPACE PRESERVATION, REDUCED AUTOMOBILE DEPENDENCE WITH 1-2 BEDROOM SINGLE STORY ATTACHED UNITS. THE OWNERS EXPRESSED INTENT IS TO MAINTAIN THE NATURAL AND NATIVE BEAUTY AND CHARACTERISTICS OF THE OPEN SPACE TRACTS, PROHIBITING THE CONSTRUCTION OF PERMANENT STRUCTURES THEREON, AND UTILIZING SUSTAINABLE AND FIRE WISE LAND MANAGEMENT ON THE LOTS AND OPEN SPACE TRACTS. HOWEVER, NOTWITHSTANDING THE FOREGOING, CERTAIN PORTIONS OF THE OPEN SPACE TRACTS SHALL BE AND ARE INTENDED TO BE UTILIZED FOR CONSTRUCTION OF A CENTRAL WATER SYSTEMS/WELLS/FIELD AND WASTEWATER TREATMENT SYSTEMS, NO FURTHER SUBDIVISION OR DEVELOPMENT OF THE OPEN SPACE TRACTS MAY OCCUR ABSENT EXPRESSED AMENDMENT OF PRIVATE RESTRICTIONS AS DEFINED BY THE PRIVATE CC&RS AND THE REQUIRED LAND USE APPLICATIONS AND APPROVALS IN ACCORDANCE WITH THE PROVISIONS OF THE OF EL PASO COUNTY LAND DEVELOPMENT CODE.

AUTHORITY: THIS PUD IS AUTHORIZED BY CHAPTER 4 OF THE EL PASO COUNTY LAND DEVELOPMENT CODE, AS AMENDED, ADOPTED PURSUANT TO THE COLORADO PLANNED UNIT DEVELOPMENT ACT OF 1972, AS AMENDED.

APPLICABILITY: THE PROVISIONS OF THIS PUD SHALL RUN WITH THE LAND, THE LANDOWNER, THEIR SUCCESSORS, HEIRS, OR ASSIGNS SHALL BE BOUND BY THIS DEVELOPMENT PLAN, OR AS OTHERWISE AMENDED BY AND APPROVED BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR OR BOARD OF COUNTY COMMISSIONERS.

ADOPTION: THE ADOPTION OF THIS DEVELOPMENT PLAN SHALL EVIDENCE THE FINDINGS AND DECISIONS OF THE EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS THAT THIS DEVELOPMENT FOR SANCTUARY OF PEACE RESIDENTIAL COMMUNITY IS IN GENERAL CONFORMITY WITH THE EL PASO COUNTY MASTER PLAN, EL PASO COUNTY POLICY PLAN AND APPLICABLE SMALL AREA PLAN(S); IS AUTHORIZED UNDER THE PROVISION OF THE EL PASO COUNTY LAND DEVELOPMENT CODE, AS AMENDED; AND THIS DEVELOPMENT PLAN COMPLIES WITH THE COLORADO WITH THE COLORADO PLANNED UNIT DEVELOP ACT OF 1972, AS AMENDED.

RELATIONSHIP TO THE COUNTY REGULATIONS: THE PROVISIONS OF THIS DEVELOPMENT PLAN SHALL PREVAIL AND GOVERN THE DEVELOPMENT PLAN OF SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PROVIDED, HOWEVER, THAT WERE THE PROVISIONS OF THIS DEVELOPMENT PLAN DO NOT ADDRESS A PARTICULAR SUBJECT, THE RELEVANT PROVISIONS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE, AS AMENDED AND IN EFFECT AT THE TIME OF THE PUD PLAN APPROVAL (OR OWNER ACKNOWLEDGE THE PUD CHANGES WITH THE CODE), OR ANY OTHER APPLICABLE RESOLUTIONS OR REGULATIONS OF EL PASO COUNTY, SHALL BE APPLICABLE.

ENFORCEMENT: TO FURTHER THE MUTUAL INTEREST OF THE RESIDENTS, OCCUPANTS, AND OWNERS OF THE PUD AND OF THE PUBLIC IN THE PRESERVATIONS OF THE INTEGRITY OF THIS DEVELOPMENT PLAN, THE PROVISIONS OF THIS PLAN RELATING TO THE USE LAND AND THE LOCATION OF COMMON OPEN SPACE SHALL RUN IN FAVOR OF EL PASO COUNTY AND SHALL BE ENFORCEABLE AT LAW OR IN EQUITY BY THE COUNTY WITHOUT LIMITATIONS ON ANY POWER OR REGULATION OTHERWISE GRANTED BY LAW.

CONFLICT: WHERE THERE IS MORE THAN ONE PROVISION WITHIN THE DEVELOPMENT PLAN WHICH GOVERNS THE SAME SUBJECT MATTER, THE PROVISION WHICH IS MOST RESTRICTIVE OR IMPOSES HIGHER STANDARDS OR REQUIREMENTS SHALL GOVERN.

STREETS

- THE EL PASO COUNTY STREET STANDARDS ARE EXEMPT AS MODIFIED BY THIS PUD DEVELOPMENT PLAN AND SHALL BE OWNED AND MAINTAINED BY SANCTUARY OF PEACE HOME OWNERS ASSOCIATION.
- STREETS WITHIN THIS DEVELOPMENT PROVIDE FOR LEVELS OF VEHICULAR CIRCULATION REQUIRED BY THE TRAFFIC STUDY.
- THERE ARE NO NOISE WALLS REQUIRED ALONG STATE HIGHWAY 83.
- THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO STATE HIGHWAY 83.
- EMERGENCY ACCESS ROUTE IS FROM BENET LANE TO STATE HIGHWAY 83 OR BENET LANE TO FOOLS GOLD LANE TO EVERGREEN LANE TO ROLLER COASTER ROAD. EMERGENCY ACCESS EASEMENTS ARE RECORDED UNDER RECEPTION NUMBER _____.

TRACT NOTES

TRACT A (30,089 SF. / 0.691 AC.) SHALL BE FOR PRIVATE ROADWAY AND SHALL BE OWNED BY BENET HILL MONASTERY OF COLORADO SPRINGS AND MAINTAINED BY THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION.

TRACT B (1153,122 SF. / 3.515 AC.), TRACT C (22,909 SF. / 0.526 AC.), & TRACT D (1,819,053 SF. / 41.760 AC.) SHALL BE FOR OPEN SPACE, RETAINING WALLS, LANDSCAPE, TRAILS, SIGNAGE, PARKING IN DESIGNATED AREAS, DRIVEWAYS, AND MAILBOXES, AND SHALL BE OWNED BY BENET HILL MONASTERY OF COLORADO SPRINGS AND MAINTAINED BY THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION.

WATER AND WASTEWATER SYSTEMS EXTERIOR OF ANY BUILDING SHALL BE OWNED AND MAINTAINED BY THE THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION.

STORMWATER FACILITIES EXTERIOR OF ANY BUILDING SHALL BE OWNED AND MAINTAINED BY BENET HILL MONASTERY OF COLORADO SPRINGS. AN EASEMENT WILL BE GRANTED TO THE BENET HILL MONASTERY OF COLORADO SPRINGS FOR THE BENEFIT OF THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION ON, OVER, UNDER AND ACROSS FOR THE ENTIRETY OF EACH TRACT FOR THE OWNERSHIP AND MAINTENANCE OF THE WASTEWATER SYSTEMS. SAID EASEMENT WILL BE ESTABLISHED AT TIME OF FINAL PLAT.

PUD MODIFICATIONS

	LDC / ECM SECTION	CATEGORY	STANDARD	MODIFICATION	JUSTIFICATION
1	LDC 8.4.3.B.2.I	LOT DESIGN	LOTS W/OWTS REQUIRE 2.5 ACRES	CLUSTERED LOTS SURROUNDED BY LARGER TRACTS FOR OWTS	PROVIDE A UNIQUELY INTIMATE CLUSTERED LOT DEVELOPMENT THAT COMPLEMENTS THE EXISTING BENET LANE NEIGHBORHOOD WHILE PRESERVING SIGNIFICANT OPEN SPACE TAKING CONSIDERATION OF THE NATURAL TERRAIN AND FEATURES TO PROMOTE PRESERVATION AND ENJOYMENT OF THE FORESTED AREA COMPRISING THE SITE. THE PROPOSED FACILITIES ARE ADEQUATE TO SERVE THE DEVELOPMENT AND ARE NOT ADVERSE TO THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OR PUBLIC.
2	LDC 8.4.4.C	TRANSPORTATION SYSTEM	PUBLIC ROADS REQUIRED	USE PRIVATE RD CONNECTING TO EXIST. PRIVATE BENET LN.	
3	LDC 8.4.4.E	TRANSPORTATION SYSTEM	PRIVATE ROADS TO MEET COUNTY STDS	REDUCE ROADWAY WIDTH & MODIFY DESIGN CRITERIA	
4	LDC 8.4.8.C.2	WASTEWATER DISPOSAL	TWO POTENTIAL OWTS SITES REQUIRED ON PLAN	PROVIDE ONE SET OF FULLY ENGINEERED OWTS SITES	
5	ECM 2.3.1	ROADWAY DESIGN	DESIGN SPEED	REDUCE DESIGN SPEED TO 20 MPH FOR PRIVATE ROADWAY	
6	ECM 2.3.1	ROADWAY DESIGN	RIGHT-OF-WAY WIDTH	PROVIDE 28 FT PRIVATE TRACT WIDTH FOR ROADWAY & SIDEWALK	
7	ECM 2.3.1	ROADWAY DESIGN	MIN. CURVE RADIUS	REDUCE CURVE RADIUS APPROPRIATE WITH DESIGN SPEED	
8	ECM 2.3.1	ROADWAY DESIGN	MIN. LANE WIDTH	USE 10 FT LANE WIDTHS MATCHING EXISTING BENET LN	
9	ECM 2.5.2.B.3	PEDESTRIAN FACILITIES	SIDEWALK REQUIRED ON BOTH SIDES OF ROADWAY	PROVIDE SIDEWALK ON ONE SIDE OF THE PRIVATE RD	
10	ECM 2.5.2.B.6	PEDESTRIAN FACILITIES	SIDEWALK REQUIRED TO 5" THICK CONCRETE	PROVIDE ASPHALT SIDEWALK ADJACENT TO ASPHALT ROADWAY	

FLOODPLAIN STATEMENT

NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA (SFHA) AS INDICATED ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR EL PASO COUNTY, COLORADO AND INCORPORATED AREAS - MAP NUMBER 08041C0295G, EFFECTIVE DECEMBER 7, 2018.

SOIL & GEOLOGY CONDITIONS

GEOLOGIC HAZARD NOTE: LOTS 1 THRU 27, TRACTS A, B, C, & D HAVE BEEN FOUND TO BE IMPACTED BY GEOLOGIC HAZARDS MITIGATION MEASURES AND A MAP OF THE HAZARD AREAS CAN BE FOUND IN THE SOIL, GEOLOGY AND GEOLOGIC HAZARD STUDY FOR SANCTUARY OF PEACE FILING NO. 1 PREPARED BY ENTECH ENGINEERING, FEBRUARY 11, 2019, JOB NO. 190118. IN THE SANCTUARY OF PEACE RESIDENTIAL COMMUNITY FILE (PUDSP-19-032) AVAILABLE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.

- EXPANSIVE SOILS (LOTS 1 THRU 27, TRACTS A, B, C, & D)
- POTENTIALLY SEASONAL SHALLOW GROUND WATER (LOTS 1 THRU 27, TRACTS A, B, C, & D)
- POTENTIALLY UNSTABLE SLOPE (TRACT D & LOT 2)

LAND USE TABLE

USE	SQUARE FEET	ACRES	PERCENTAGE	OWNER	MAINTENANCE
26 RESIDENTIAL LOTS (LOTS 2-27)	118,794 SF	2.73 AC	5.50%	INDIVIDUAL LOT OWNERS	HOA
1 PRIVATE SANCTUARY CLUBHOUSE LOT (LOT 1)	15,878 SF	0.36 AC	0.74%	BENET HILL MONASTERY	HOA
1 PRIVATE ROADWAY (TRACT A)	20,108 SF	0.46 AC	1.39%	BENET HILL MONASTERY	HOA
3 OPEN SPACE/LANDSCAPE/UTILITIES/DRAINAGE TRACTS (TRACTS B, C & D)	1,994,780 SF	45.79 AC	92.37%	BENET HILL MONASTERY	HOA
TOTAL AREA	2,159,560 SF	49.58 AC	100.00%		

LAND USE

CURRENT ZONING:
RESIDENTIAL RURAL (RR-5)
AGRICULTURAL (A-5)

PROPOSED ZONING:
PLANNED UNIT DEVELOPMENT (PUD)

SITE DATA TABLE

TOTAL SITE ACREAGE	49.58 AC
PROPOSED SINGLE-FAMILY DWELLING UNITS ATTACHED	26 D.U.
PROPOSED GROSS RESIDENTIAL DENSITY	0.52 D.U./AC
PROPOSED PRIVATE SANCTUARY CLUBHOUSE (PRIVATE BUSINESS EVENT CENTER)	1 UNIT
PROPOSED GROSS COMMERCIAL DENSITY	0.02 UNITS/AC
TOTAL DENSITY (27 D.U. / 49.58 AC.)	0.55 UNITS/AC

SHEET INDEX:

DP-1	COVER SHEET
DP-2	PUD DEVELOPMENT SITE PLAN (OVERALL)
DP-3	PUD DEVELOPMENT SITE PLAN (DETAIL)
DP-4	PRELIMINARY GRADING / UTILITIES PLAN
DP-5	LANDSCAPE PLAN
DP-6	GENERAL SITE DETAILS

SITE DATA

OWNER
BENET HILL MONASTERY OF COLORADO SPRINGS
3150 BENET LANE
COLORADO SPRINGS CO 80921-1509

CONSULTANT/ENGINEER
M.V.E., INC.
1903 LELARAY STREET, SUITE 200
COLORADO SPRINGS, CO 80909
(719) 635-5736

SURVEYOR
POLARIS SURVEYING, INC.
1903 LELARAY STREET, SUITE 102
COLORADO SPRINGS, CO 80909
(719) 448-0844

CONSTRUCTION SCHEDULE
START: FALL 2019
FINISH: SPRING 2020

TAX SCHEDULE NO.
6127000063

PROPERTY ADDRESS
15760 COLORADO HIGHWAY 83

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF COLORADO HIGHWAY 83:

THENCE N 89°50'41" W, 1128.12 FEET;
THENCE N 89°30'57" W, 322.69 FEET;
THENCE N 89°23'46" W, 329.97 FEET;
THENCE S 89°47'37" W, 671.98 FEET;
THENCE N 89°36'01" W, 988.45 FEET;
THENCE S 00°02'48" E, 200.41 FEET;
THENCE S 89°59'47" W, 300.12 FEET;
THENCE N 00°06'48" E, 201.90 FEET;
THENCE N 89°42'15" W, 30.00 FEET;
THENCE N 00°06'25" E, 208.79 FEET;
THENCE N 00°06'28" E, 199.97 FEET;
THENCE N 00°29'25" W, 251.26 FEET;
THENCE S 88°29'37" E, 573.94 FEET;
THENCE N 89°04'04" E, 84.80 FEET;
THENCE S 89°58'38" E, 630.57 FEET;
THENCE S 89°55'15" E, 605.10 FEET;
THENCE S 89°54'25" E, 742.84 FEET;
THENCE S 00°10'16" E, 331.15 FEET;
THENCE S 89°54'49" E, 1197.11 FEET;
THENCE S 07°22'10" W, 171.45 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
THENCE 134.02 FEET ALONG SAID CURVE CONVEX TO THE WEST, HAVING A RADIUS OF 1382.50 FEET, A CENTRAL ANGLE OF 5°33'15", AND WHOSE LONG CHORD BEARS S19°41'34" W, 133.94 FEET TO A POINT NON-TANGENT;
THENCE S 19°38'03" W, 25.12 FEET TO THE **POINT OF BEGINNING**

CONTAINING A CALCULATED AREA OF 49.58± ACRES (2,159,785± SF) MORE OR LESS.

LAND OWNERS CERTIFICATION

IN WITNESS WHEREOF: THE AFOREMENTIONED BENET HILL MONASTERY AS NOMINEE HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____, 2020 A.D.

BENET HILL MONASTERY OF COLORADO SPRINGS
AUTHORIZED AGENT, MANAGER

STATE OF COLORADO)
EL PASO COUNTY) J SS

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020 A.D. BY _____ WITNESS MY HAND AND SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATION

I/WE A (ONE OF THE FOLLOWING: QUALIFIED TITLE INSURANCE COMPANY, TITLE COMPANY, TITLE ATTORNEY, OR ATTORNEY AT LAW) DULY QUALIFIED, INSURED, OR LICENSED BY THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LANDS DEPICTED AND DESCRIBED HEREON AND THAT TITLE TO SUCH LAND IS OWNER IN FEE SIMPLE BY BENET HILL MONASTERY AT THE SAME TIME OF THIS APPLICATION.

STATE OF COLORADO)
EL PASO COUNTY) J SS

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020 A.D. BY _____ WITNESS MY HAND AND SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

COUNTY CERTIFICATION

THIS REZONING REQUEST TO PUD HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH THE (BOARD RESOLUTION # _____ AND DATE _____) APPROVING THE PUD AND ALL APPLICABLE EL PASO COUNTY REGULATIONS.

PRESIDENT, BOARD OF COUNTY COMMISSIONERS _____ DATE _____

DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT _____ DATE _____

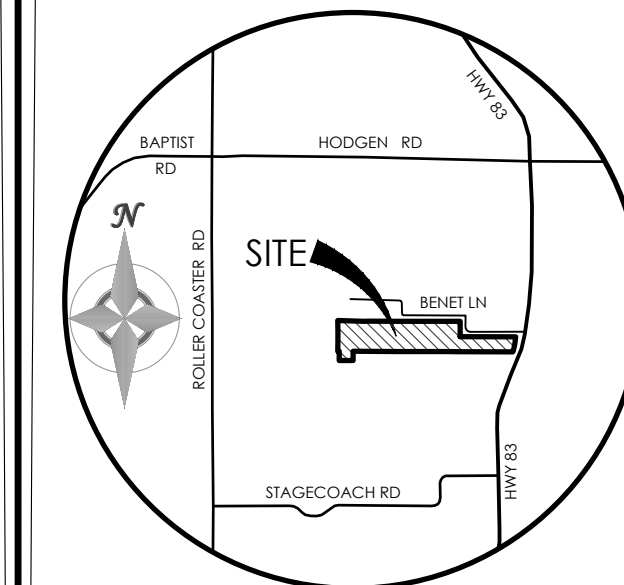
CLERK & RECORDER

STATE OF COLORADO)
EL PASO COUNTY) 1SS

I HEREBY CERTIFY THAT THIS PLAN WAS FILED IN MY OFFICE ON THIS _____ OF _____, 2020 AT _____ O'CLOCK A.M./P.M. AND WAS DULY

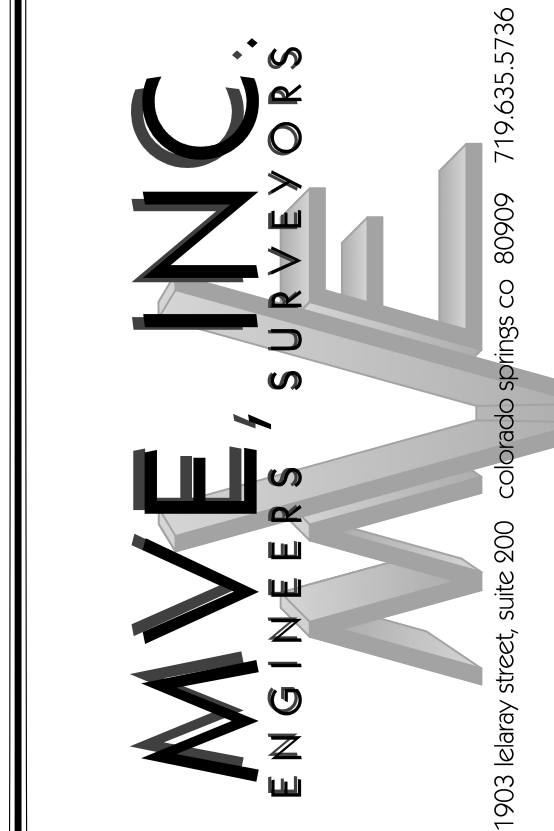
RECORDED AT RECEPTION NO. _____

EL PASO COUNTY CLERK AND RECORDER _____



VICINITY MAP
NOT TO SCALE

BENCHMARK



REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

DEVELOPMENT PLAN COVER SHEET

SANCTUARY OF PEACE RESIDENTIAL COMMUNITY

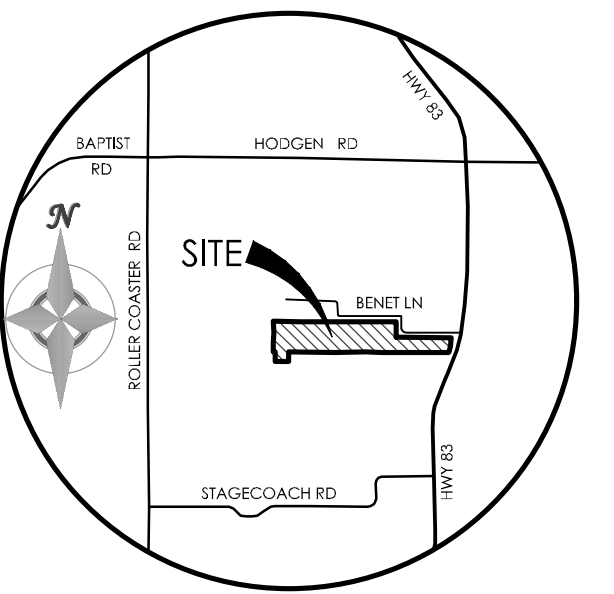
DP-1 MVE PROJECT 61087
MVE DRAWING DEV-CS

OCTOBER 9, 2020
SHEET 1 OF 7

PUDSP-19-002

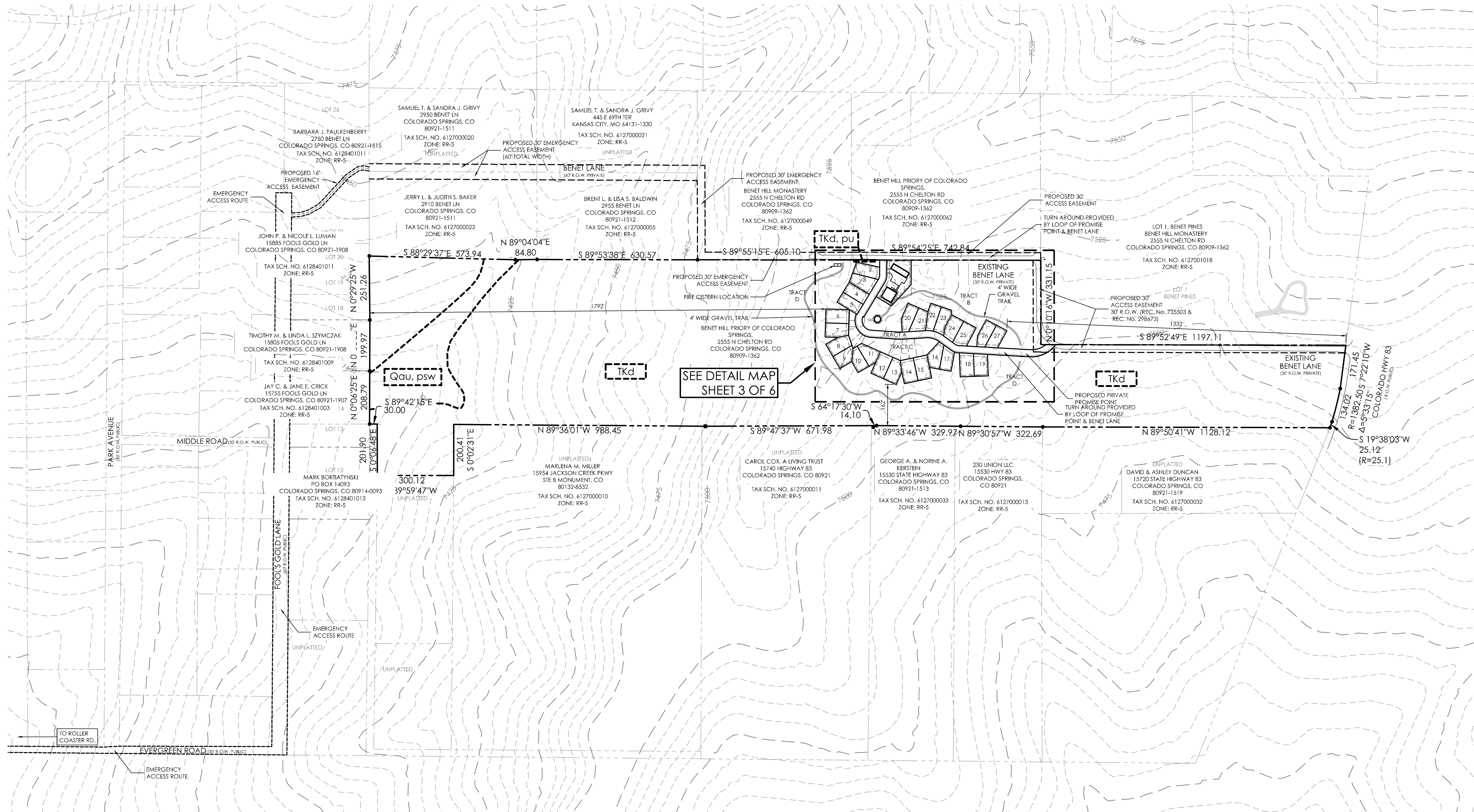
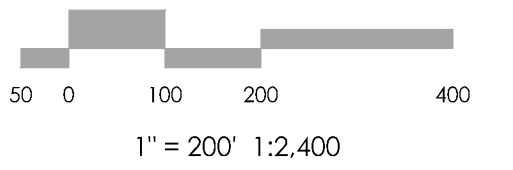
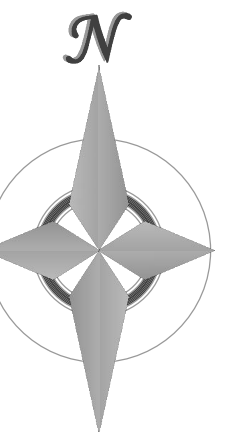
SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PUD DEVELOPMENT PLAN / PRELIMINARY PLAN

LOCATED IN THE THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
EL PASO COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

BENCHMARK



SEE DETAIL MAP
SHEET 3 OF 6

SITE MAP
1" = 200'

GEOLOGIC HAZARD LEGEND

Qau	RECENT ALLUVIUM OF QUATERNARY AGE
TKda	DAWSON FORMATION OF TERTIARY TO CRETACEOUS AGE
psw	POTENTIALLY SEASONAL SHALLOW GROUNDWATER
pu	POTENTIALLY UNSTABLE SLOPE

SOIL & GEOLOGY CONDITIONS

GEOLOGIC HAZARD NOTE: LOTS 1 THRU 27, TRACTS A, B, C, & D HAVE BEEN FOUND TO BE IMPACTED BY GEOLOGIC HAZARDS MITIGATION MEASURES AND A MAP OF THE HAZARD AREAS CAN BE FOUND IN THE SOIL, GEOLOGY AND GEOLOGIC HAZARD STUDY FOR SANCTUARY OF PEACE FILED NO. 1, PREPARED BY ENTECH ENGINEERING, FEBRUARY 11, 2019, JOB NO. 190118, IN THE SANCTUARY OF PEACE RESIDENTIAL COMMUNITY FILE (PUDSP-19-002) AVAILABLE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.

- EXPANSIVE SOILS (LOTS 1 THRU 27, TRACTS A, B, C, & D)
- POTENTIALLY SEASONAL SHALLOW GROUNDWATER (LOTS 1 THRU 27, TRACTS A, B, C, & D)
- POTENTIALLY UNSTABLE SLOPE (TRACT D & LOT 2)

MAP NOTES

- BOUNDARY BEARINGS AND DISTANCES SHOWN ON THIS MAP ARE RELATIVE TO THE SOUTH LINE OF LOT 1, BENET PINES, ASSUMED TO BEAR S89°52'49"E.
- THE EXISTING TOPOGRAPHY SHOWN ON THIS PLAN WAS PREPARED AND PROVIDED BY POLARIS SURVEYING INC. ELEVATIONS SHOWN ARE RELATIVE TO THE CITY OF COLORADO SPRINGS CONTROL NETWORK. (FIMS DATUM)
- ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS MAP ARE FROM UTILITY MAIN RECORD MAPS AND UTILITY SERVICE LOCATION MAPS. THE LOCATION OF UTILITIES AS SHOWN ARE APPROXIMATE. ALL UTILITIES MAY NOT BE SHOWN OR MAY NOT HAVE BEEN LOCATED. BELOW GROUND UTILITY LOCATIONS WERE NOT PERFORMED.

REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

DEVELOPMENT PLAN
SITE PLAN (OVERALL)

SANCTUARY OF
PEACE RESIDENTIAL
COMMUNITY

DP-2 MVE PROJECT 61087
MVE DRAWING DEV-PUD

OCTOBER 9, 2020
SHEET 2 OF 7

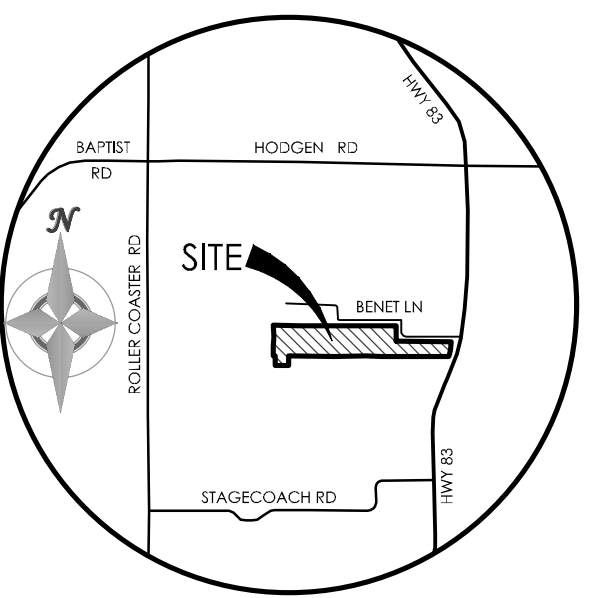
PUDSP-19-002



1903 Library Street, Suite 200 Colorado Springs, CO 80909 719.635.5736

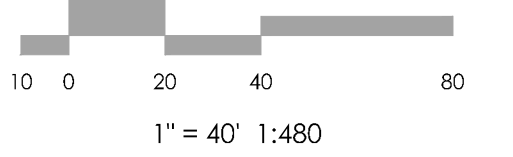
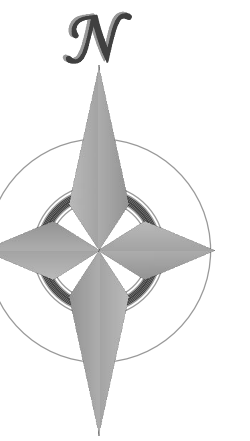
SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PUD DEVELOPMENT PLAN / PRELIMINARY PLAN

LOCATED IN THE THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
EL PASO COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

BENCHMARK



REVISIONS

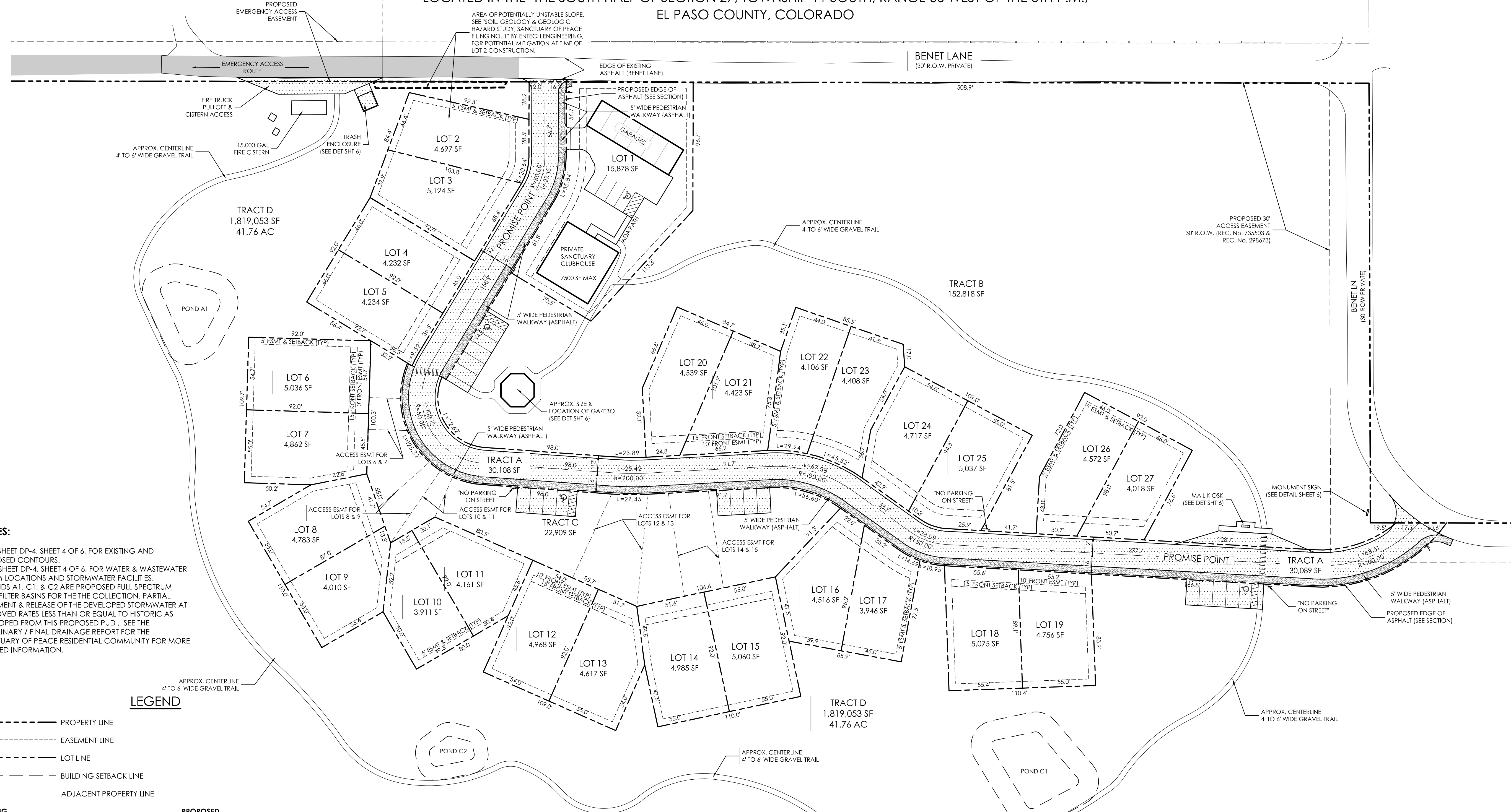
DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

DEVELOPMENT PLAN
SITE PLAN (DETAIL)

SANCTUARY OF PEACE RESIDENTIAL COMMUNITY

DP-3 MVE PROJECT 61087
MVE DRAWING DEV-PUD2

OCTOBER 9, 2020
SHEET 3 OF 7



- NOTES:**
- SEE SHEET DP-4, SHEET 4 OF 6, FOR EXISTING AND PROPOSED CONTOURS.
 - SEE SHEET DP-4, SHEET 4 OF 6, FOR WATER & WASTEWATER SYSTEM LOCATIONS AND STORMWATER FACILITIES.
 - PONDS A1, C1, & C2 ARE PROPOSED FULL SPECTRUM SAND FILTER BASINS FOR THE COLLECTION, PARTIAL TREATMENT & RELEASE OF THE DEVELOPED STORMWATER AT APPROVED RATES LESS THAN OR EQUAL TO HISTORIC AS DEVELOPED FROM THIS PROPOSED PUD. SEE THE PRELIMINARY / FINAL DRAINAGE REPORT FOR THE SANCTUARY OF PEACE RESIDENTIAL COMMUNITY FOR MORE DETAILED INFORMATION.

LEGEND

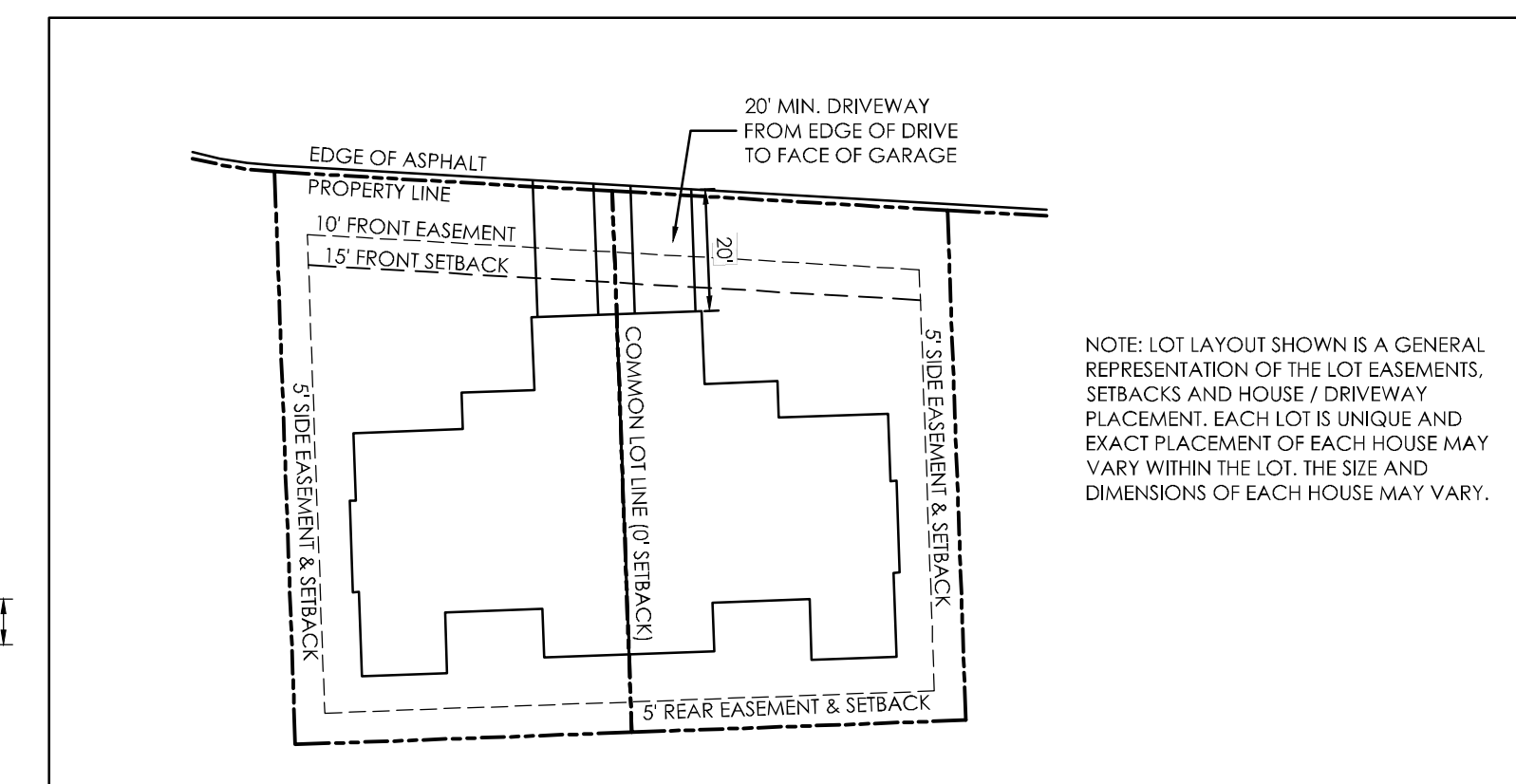
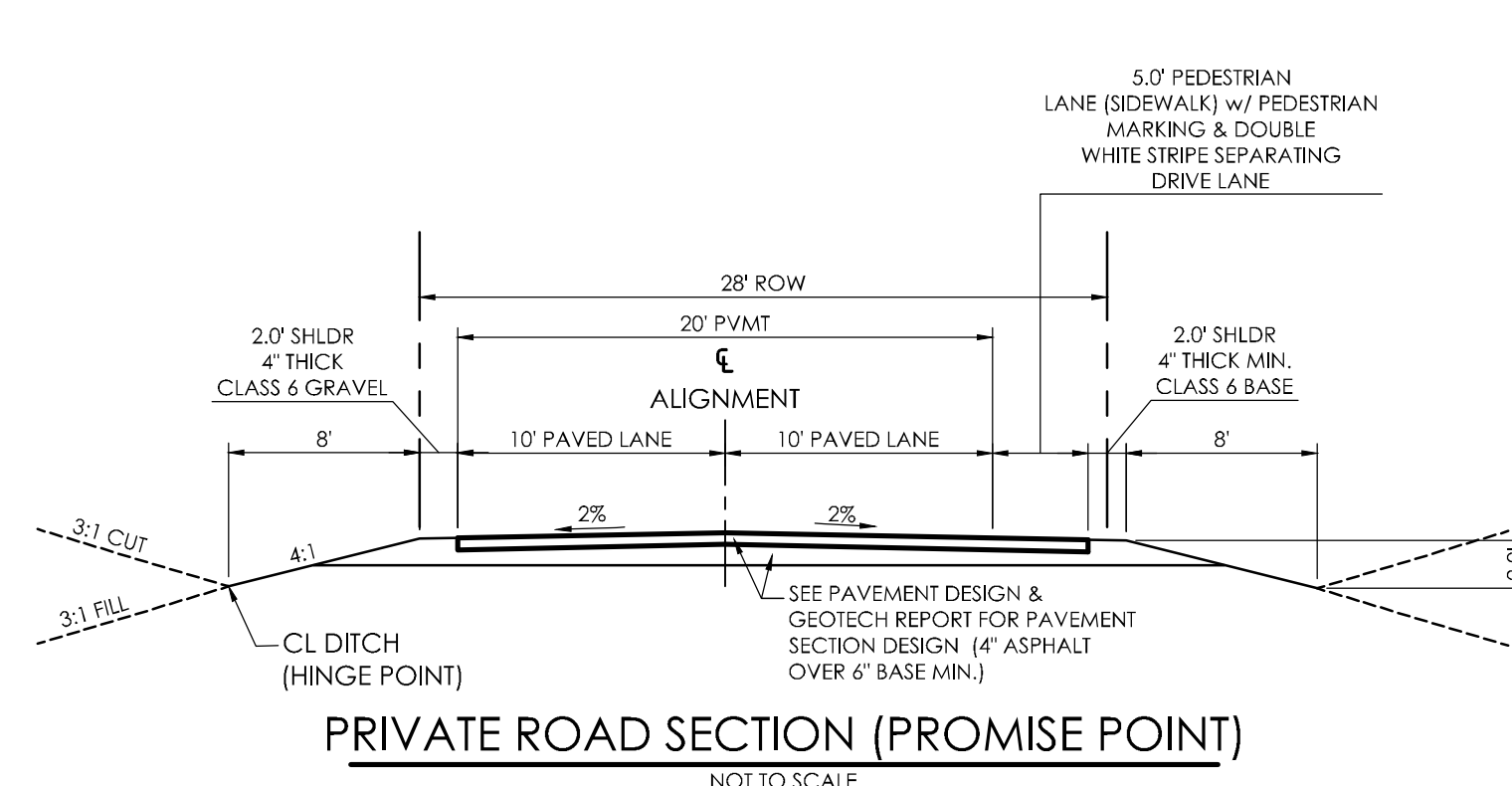
- EXISTING**
- PROPERTY LINE
 - EASEMENT LINE
 - LOT LINE
 - BUILDING SETBACK LINE
 - ADJACENT PROPERTY LINE

- PROPOSED**
- INDEX CONTOUR
 - INTERMEDIATE CONTOUR
 - CONCRETE AREA
 - ASPHALT AREA
 - CURB AND GUTTER
 - BUILDING/ BUILDING OVERHANG
 - DECK
 - RETAINING WALL - SOLID/ ROCK
 - SIGN
 - BOLLARD
 - WOOD FENCE
 - CHAIN LINK FENCE
 - BARBED WIRE FENCE
 - TREE (EVERGREEN/DECIDUOUS)
 - SHRUB
 - ROCK

- PROPOSED**
- INDEX CONTOUR
 - INTERMEDIATE CONTOUR
 - CONCRETE AREA
 - ASPHALT AREA
 - CURB AND GUTTER
 - BUILDING/ BUILDING OVERHANG
 - DECK
 - RETAINING WALL - SOLID/ ROCK
 - SIGN
 - BOLLARD
 - TOP OF WALL/GRADE AT BOTTOM OF WALL
 - TOP OF CURB/FLOWLINE
 - SPOT ELEVATION
 - FL = FLOWLINE
 - TSW = TOP OF SIDEWALK
 - FINISHED FLOOR ELEVATION

GRAVEL TRAIL DETAIL
NOT TO SCALE

DETAIL MAP
1" = 40'

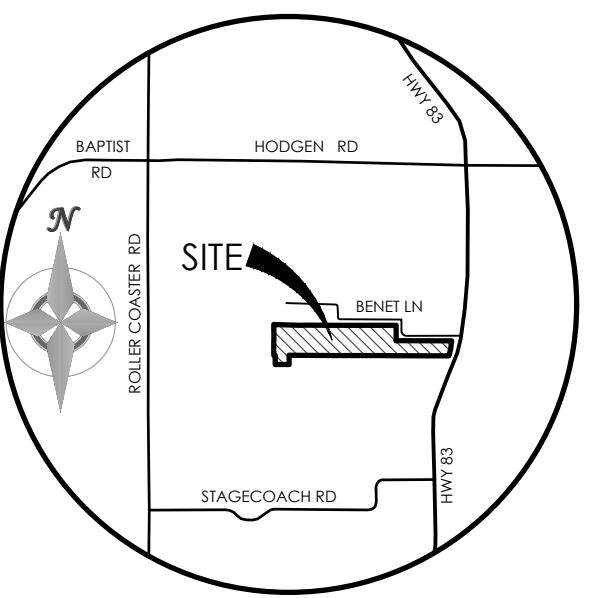


NOTE: LOT LAYOUT SHOWN IS A GENERAL REPRESENTATION OF THE LOT EASEMENTS, SETBACKS AND HOUSE / DRIVEWAY PLACEMENT. EACH LOT IS UNIQUE AND EXACT PLACEMENT OF EACH HOUSE MAY VARY WITHIN THE LOT. THE SIZE AND DIMENSIONS OF EACH HOUSE MAY VARY.

PUDSP-19-002

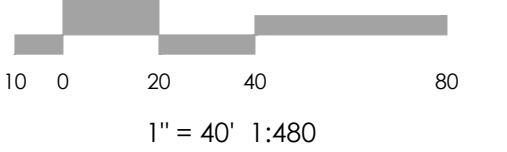
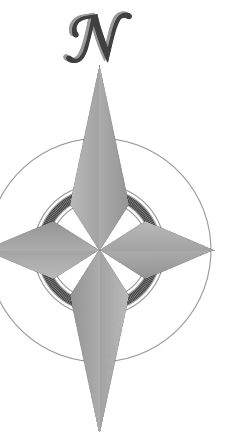
SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PUD DEVELOPMENT PLAN / PRELIMINARY PLAN

LOCATED IN THE THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO

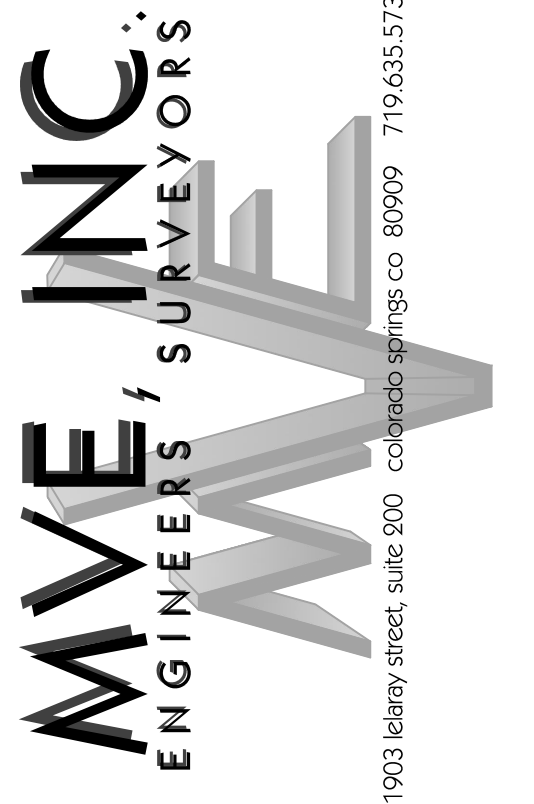


VICINITY MAP
NOT TO SCALE

BENCHMARK



1" = 40' 1:480



REVISIONS

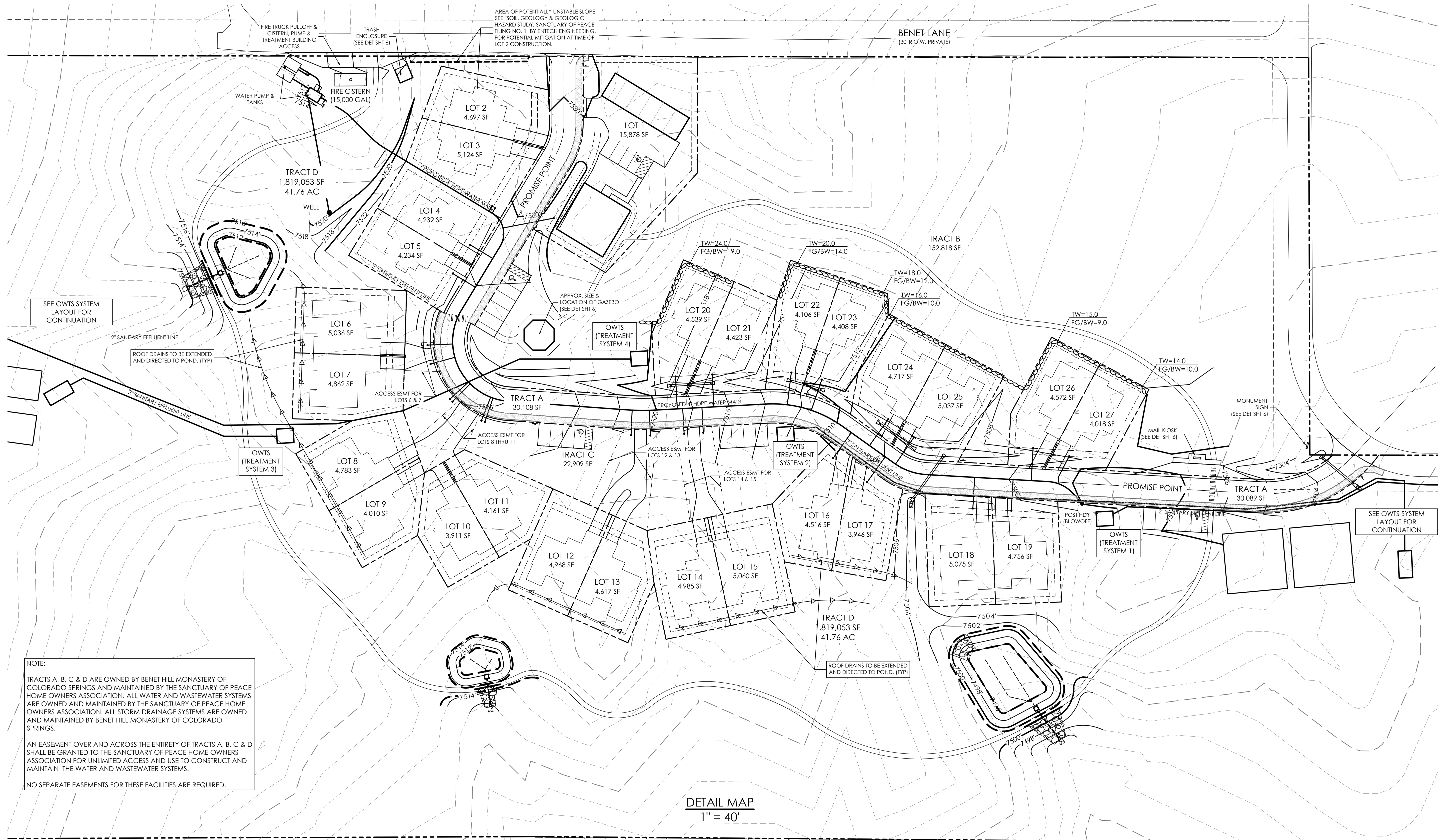
DESIGNED BY
DRAWN BY
CHECKED BY
AS-BUILTS BY
CHECKED BY

DEVELOPMENT PLAN
PRELIM. GRADING & UTIL.

SANCTUARY OF PEACE RESIDENTIAL COMMUNITY

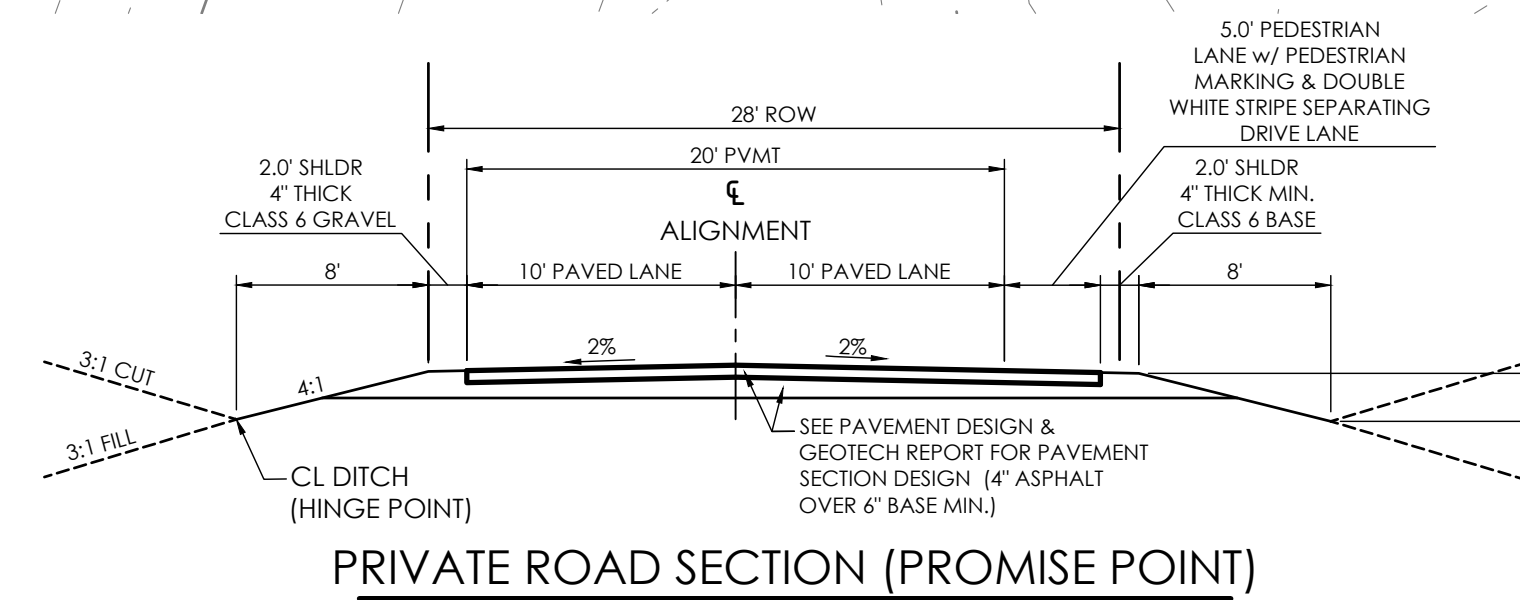
DP-4 MVE PROJECT 61087
MVE DRAWING DEV-PG

OCTOBER 9, 2020
SHEET 4 OF 7

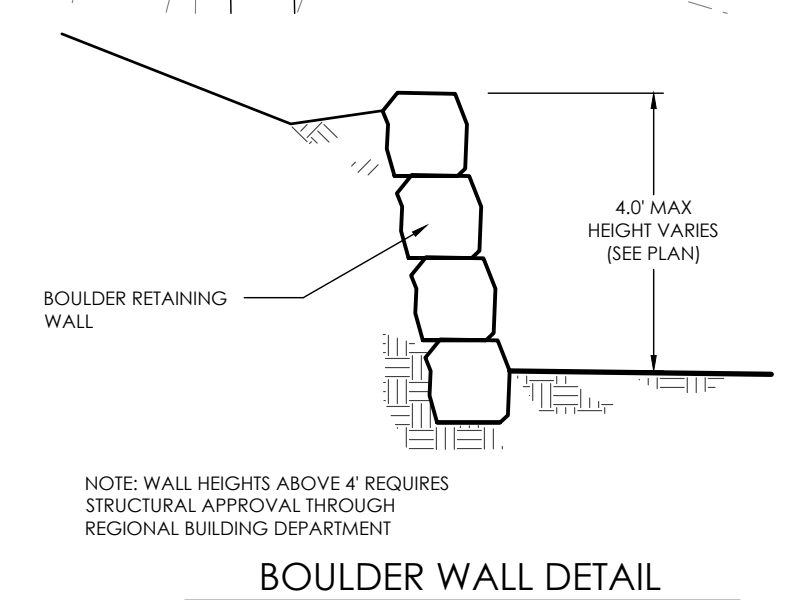


NOTE:
TRACTS A, B, C & D ARE OWNED BY BENET HILL MONASTERY OF COLORADO SPRINGS AND MAINTAINED BY THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION. ALL WATER AND WASTEWATER SYSTEMS ARE OWNED AND MAINTAINED BY THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION. ALL STORM DRAINAGE SYSTEMS ARE OWNED AND MAINTAINED BY BENET HILL MONASTERY OF COLORADO SPRINGS.
AN EASEMENT OVER AND ACROSS THE ENTIRETY OF TRACTS A, B, C & D SHALL BE GRANTED TO THE SANCTUARY OF PEACE HOME OWNERS ASSOCIATION FOR UNLIMITED ACCESS AND USE TO CONSTRUCT AND MAINTAIN THE WATER AND WASTEWATER SYSTEMS.
NO SEPARATE EASEMENTS FOR THESE FACILITIES ARE REQUIRED.

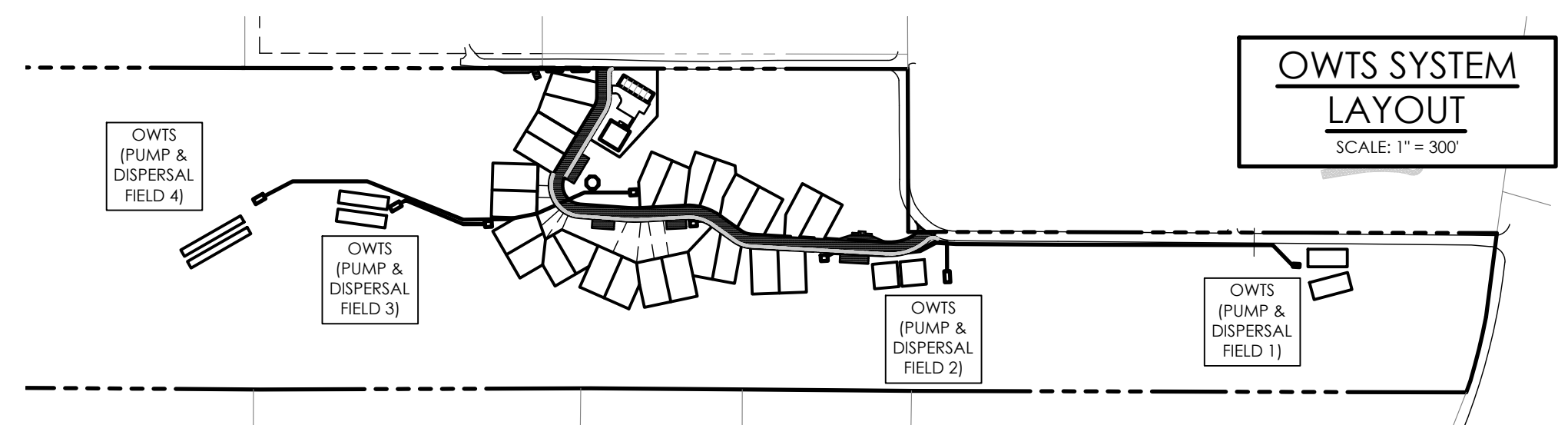
DETAIL MAP
1" = 40'



PRIVATE ROAD SECTION (PROMISE POINT)
NOT TO SCALE



BOULDER WALL DETAIL
NOT TO SCALE



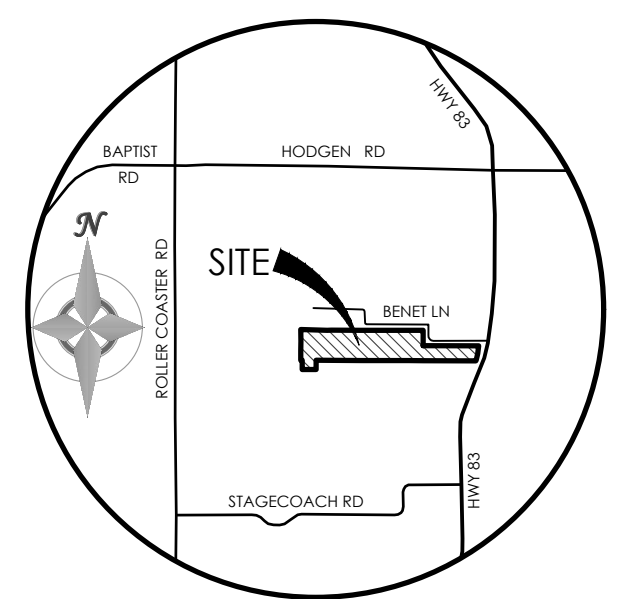
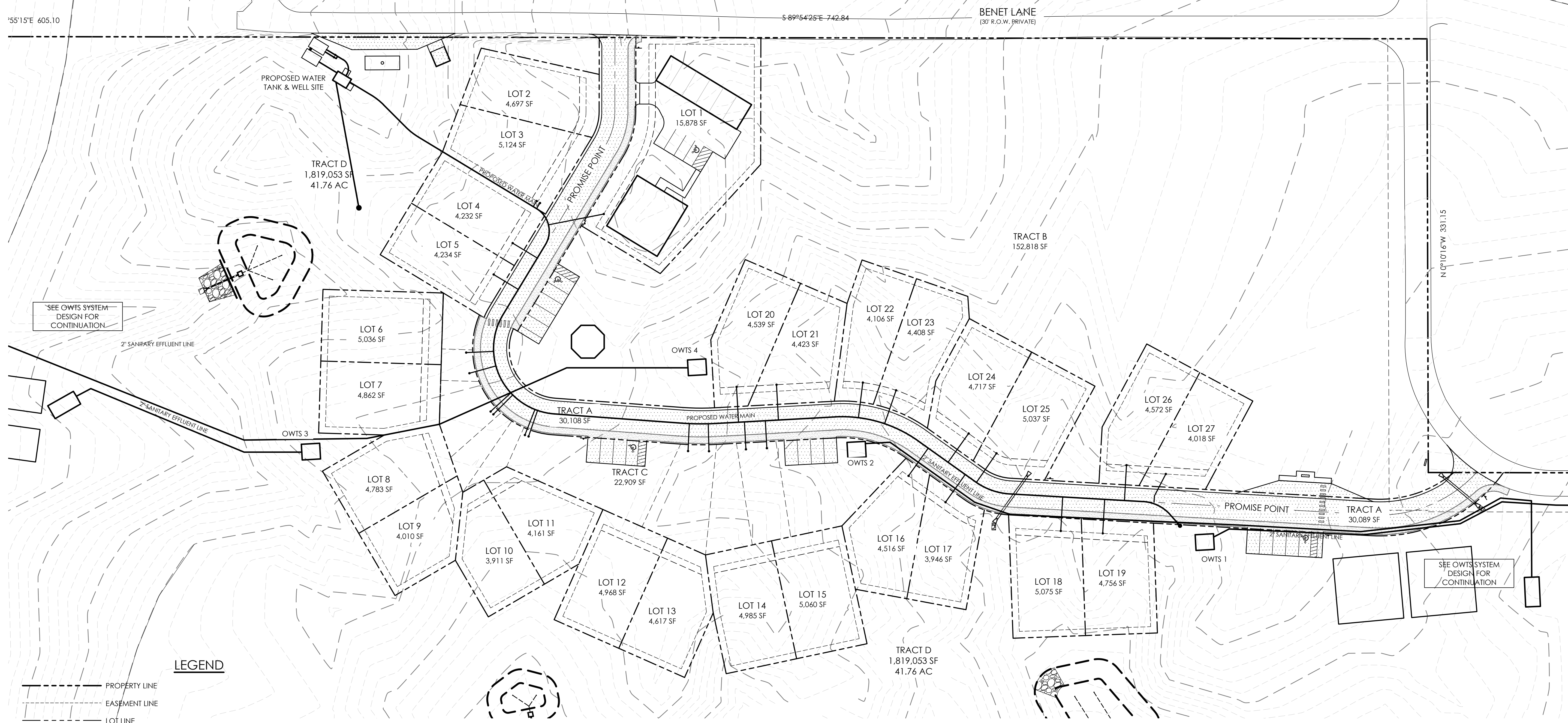
OWTS SYSTEM LAYOUT
SCALE: 1" = 300'

SYSTEM	SERVES	# BEDROOMS
OWTS 1	LOTS 18-19, 24-27	10 BEDROOMS
OWTS 2	LOTS 12-17	10 BEDROOMS
OWTS 3	LOTS 6-11	10 BEDROOMS
OWTS 4	LOTS 1-5, 20-23	12 BEDROOMS

PUDSP-19-002

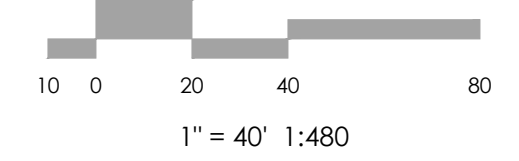
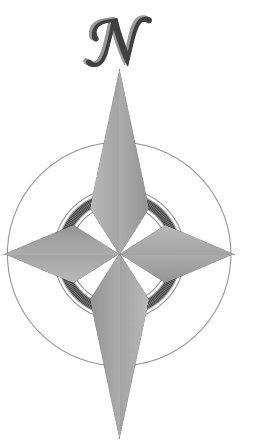
SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PUD DEVELOPMENT PLAN / PRELIMINARY PLAN

LOCATED IN THE THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
EL PASO COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

BENCHMARK



REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

DEVELOPMENT PLAN
PRELIMINARY UTILITIES

SANCTUARY OF PEACE RESIDENTIAL COMMUNITY

DP-5 MVE PROJECT 61087
MVE DRAWING DEV-PU

OCTOBER 9, 2020
SHEET 5 OF 7

LEGEND

- | | |
|--------------------------------|------------------------------------|
| --- | PROPERTY LINE |
| - - - - - | EASEMENT LINE |
| - - - - - | LOT LINE |
| - - - - - | BUILDING SETBACK LINE |
| - - - - - | ADJACENT PROPERTY LINE |
| EXISTING | |
| W (12" W (PVC) (PUBLIC) W | WATER MAIN |
| W | WATER SERVICE LINE |
| W 16344 | WATER VALVE |
| 859-B W | FIRE HYDRANT |
| SAN 10" SAN (PVC) (PUBLIC) SAN | SANITARY SEWER MAIN |
| SAN | SANITARY SEWER SERVICE LINE |
| SAN S | SANITARY SEWER MANHOLE |
| SAN CO SAN | SANITARY SEWER CLEANOUT |
| 2" GAS (PLASTIC) (PUBLIC) | GAS MAIN |
| O-E | OVERHEAD ELECTRIC LINE |
| U-E U-E | UNDERGROUND ELECTRIC LINE/ MANHOLE |
| U-P | UTILITY POLE/GUY WIRE |
| W | WATER SHUTOFF VALVE/ SPRINKLER BOX |
| EL | ELECTRIC TRANSFORMER/VAULT |
| T | TELEPHONE PEDESTAL |
| L | LIGHT POLE |

- | | |
|---|-----------------------------|
| NEW | |
| W (12" PVC WATER MAIN (PUBLIC) W | WATER MAIN |
| W | WATER SERVICE LINE |
| W | WATER VALVE |
| HYD "A" | FIRE HYDRANT |
| SAN 10" PVC SANITARY SEWER (PUBLIC) SAN | SANITARY SEWER MAIN |
| SAN 4" PVC SAN SEWER SERVICE (PUBLIC) SAN | SANITARY SEWER SERVICE LINE |
| MH-1 | SANITARY SEWER MANHOLE |

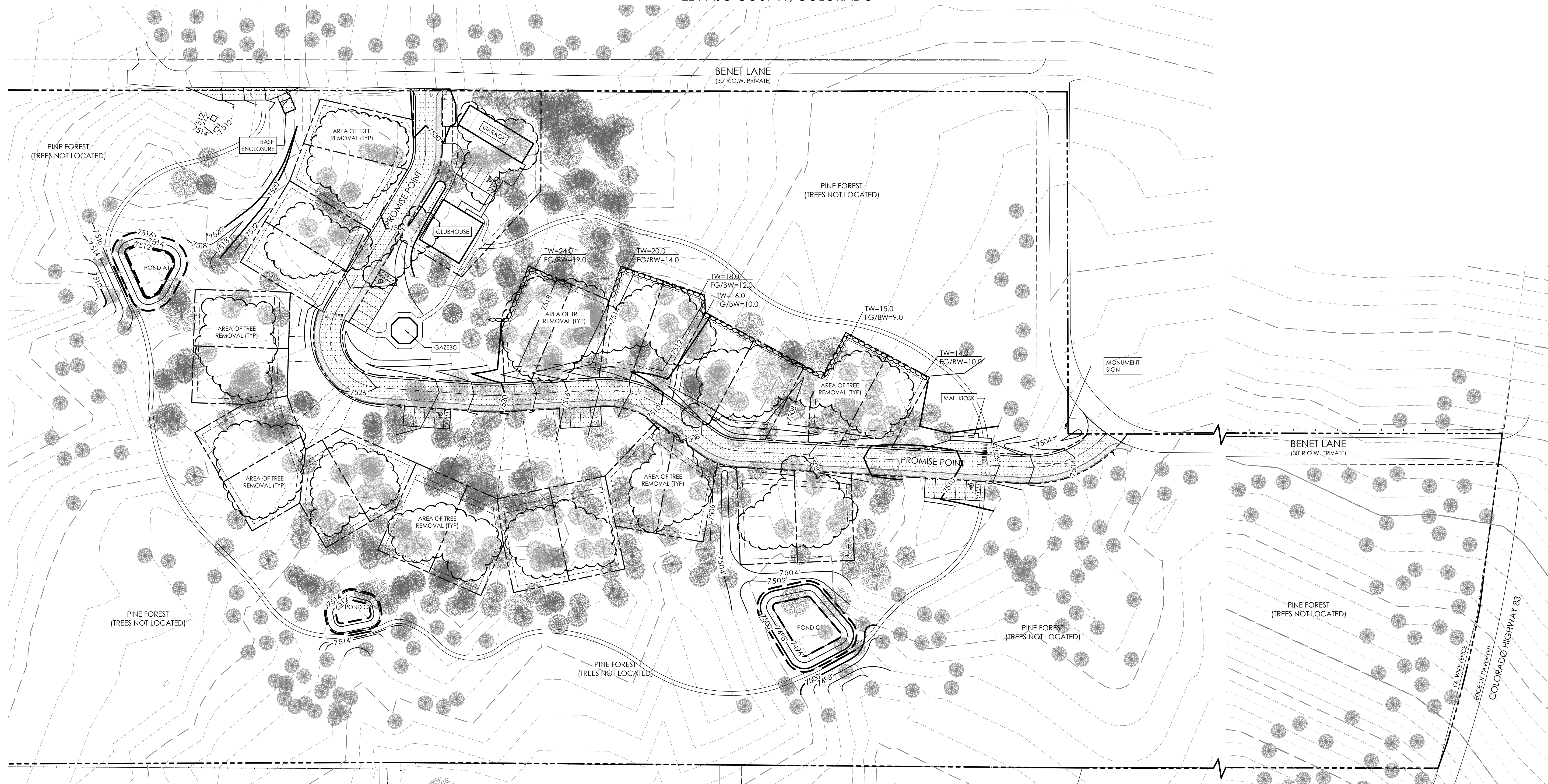
DETAIL MAP
1" = 40'

ONSITE WASTEWATER TREATMENT SYSTEMS

SYSTEM	SERVES	# BEDROOMS
OWTS 1	LOTS 18-19, 24-27	10 BEDROOMS
OWTS 2	LOTS 12-17	10 BEDROOMS
OWTS 3	LOTS 6-11	10 BEDROOMS
OWTS 4	LOTS 1-5, 20-23	12 BEDROOMS

SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PUD DEVELOPMENT PLAN / PRELIMINARY PLAN

LOCATED IN THE THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
EL PASO COUNTY, COLORADO



LANDSCAPE PLAN
1" = 50'

TREE REMOVAL

TREES SHOWN AND INDICATED TO REMAIN MAY NEED TO BE REMOVED DURING ACTUAL CONSTRUCTION DUE TO BAD TREE HEALTH OR DANGER DUE TO POTENTIAL TREE FALL. EVERY EFFORT SHALL BE MADE TO PRESERVE EXISTING TREES AS SHOWN ON THIS PLAN.

LANDSCAPE

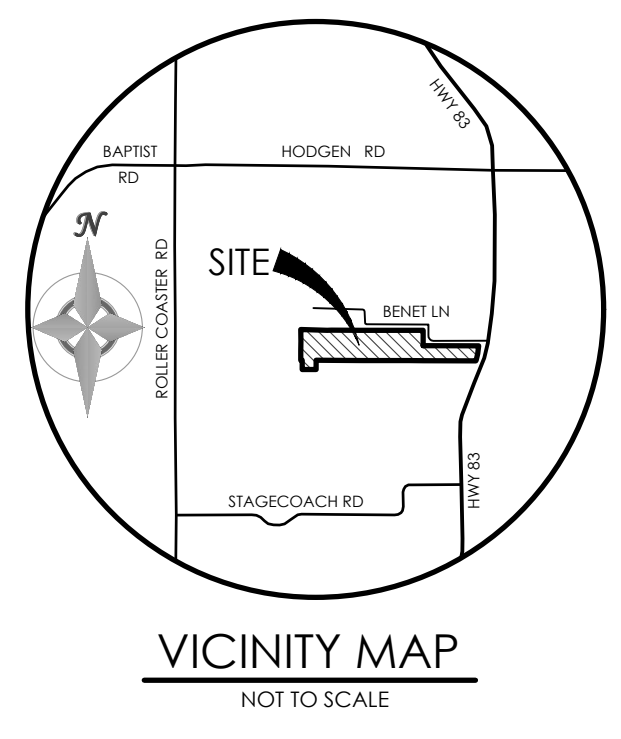
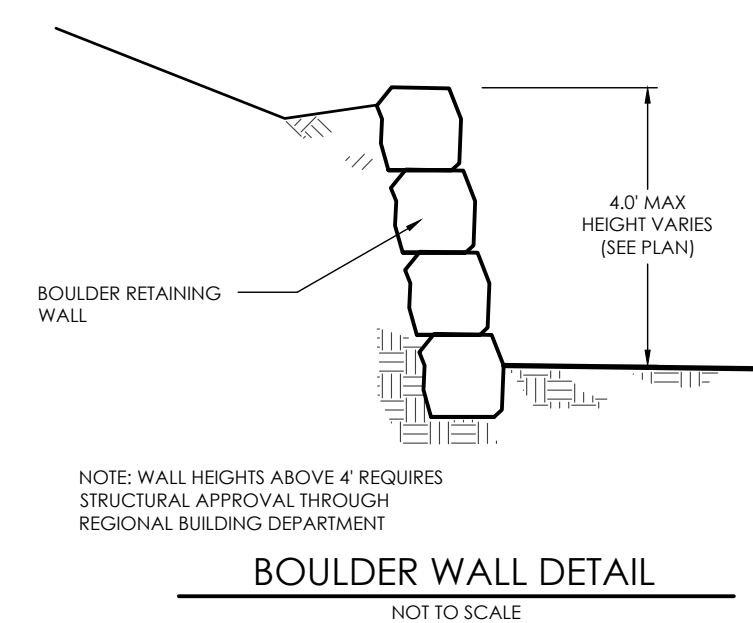
1. AREAS OF REQUIRED ROADWAY LANDSCAPING ADJACENT TO STATE HIGHWAY 83 AND THE PRIVATE BENET LANE HAVE BEEN SATISFIED BY THE EXISTING TREE COVER LOCATED IN THESE LANDSCAPE BUFFER AREAS AS DEPICTED ON THIS PLAN.

SEEDING

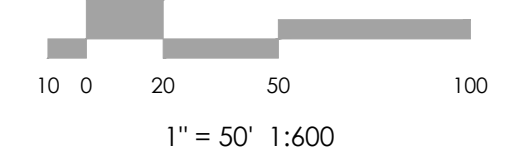
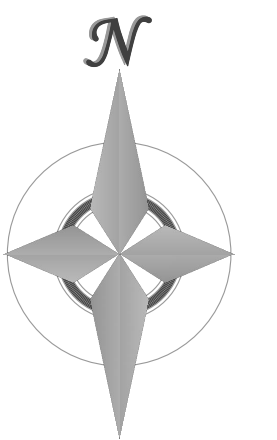
DISTURBED AREAS TO RECEIVE CDOT 'FOOTHILLS' MIX AS PER CDOT STANDARDS. 1.6 LBS. PER ACRE TO BE APPLIED PER CDOT STANDARDS.

LEGEND

- EXISTING PONDEROSA PINE TREE TO REMAIN
- EXISTING PONDEROSA PIPE TREE TO BE REMOVED (CLOUDED AREAS INDICATE AREAS OF TREE REMOVAL AS NECESSARY FOR DEVELOPMENT)



BENCHMARK



MVE, INC.
ENGINEERS / SURVEYORS

1903 Leary Street, Suite 200 Colorado Springs CO 80909 719.635.5736

REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

**DEVELOPMENT PLAN
LANDSCAPE PLAN**

SANCTUARY OF PEACE RESIDENTIAL COMMUNITY

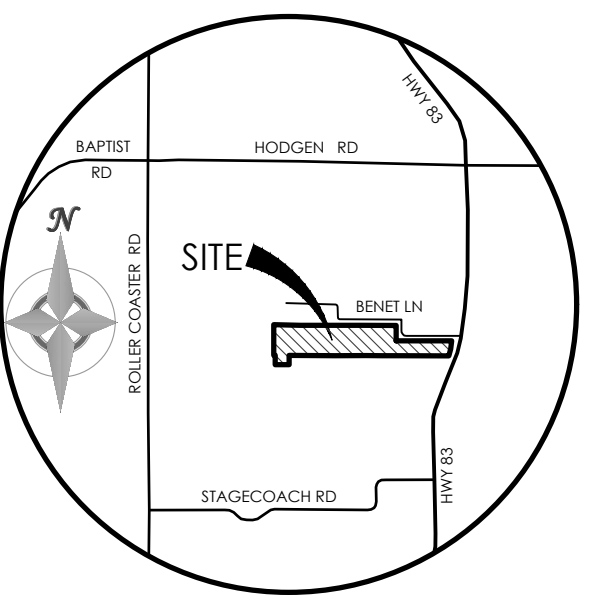
DP-6 MVE PROJECT 61087
MVE DRAWING DEV-LS

OCTOBER 9, 2020
SHEET 6 OF 7

PUDSP-19-002

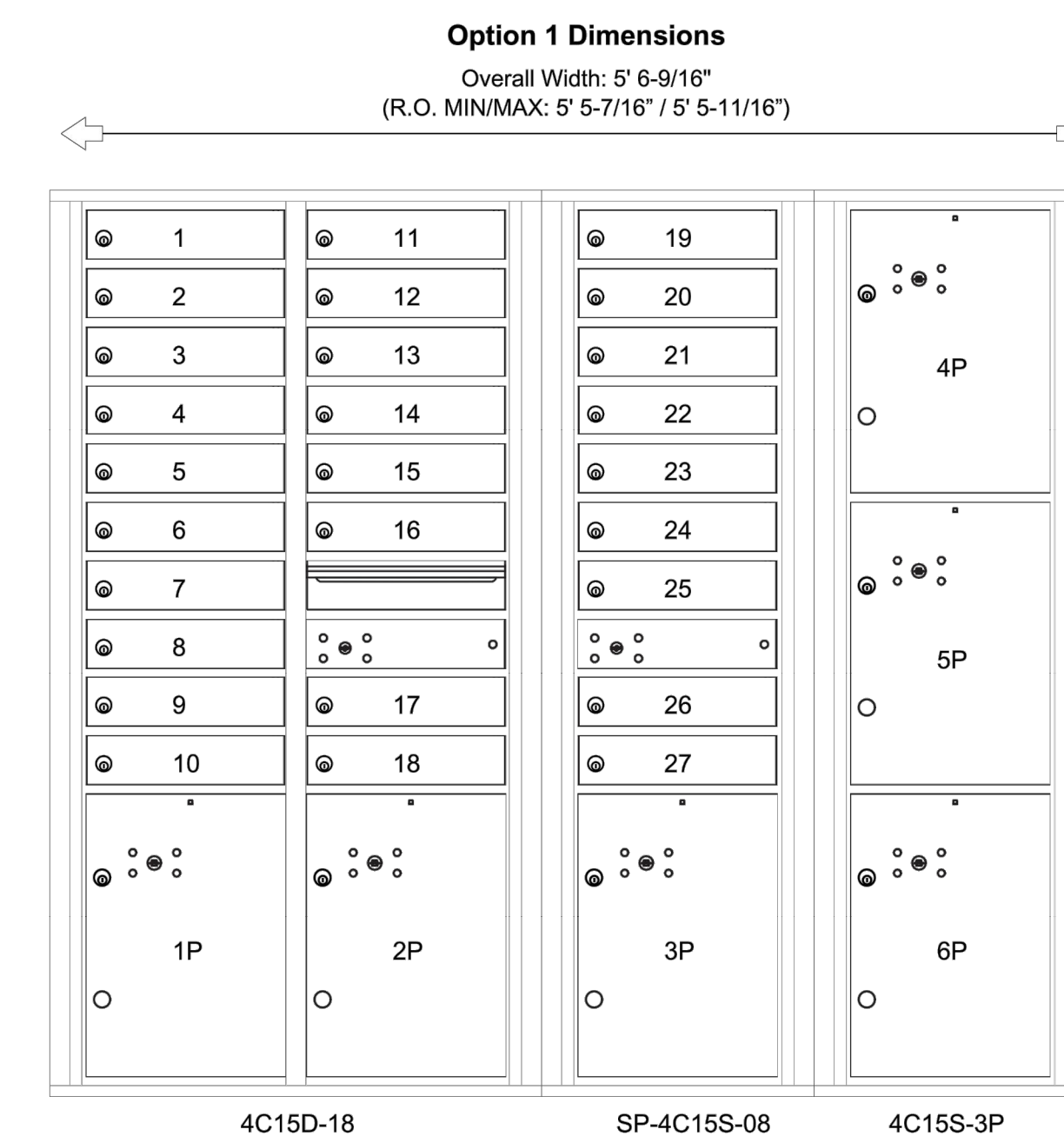
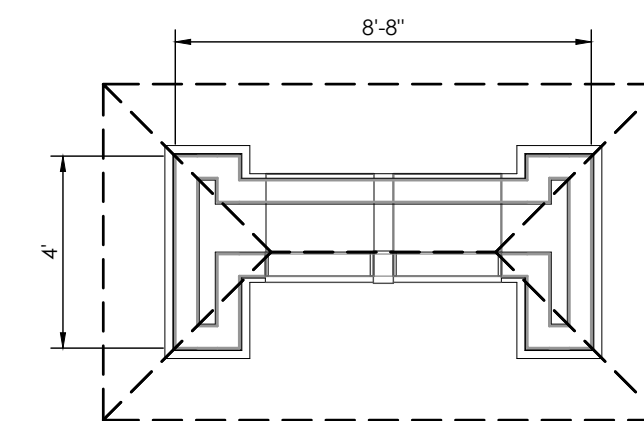
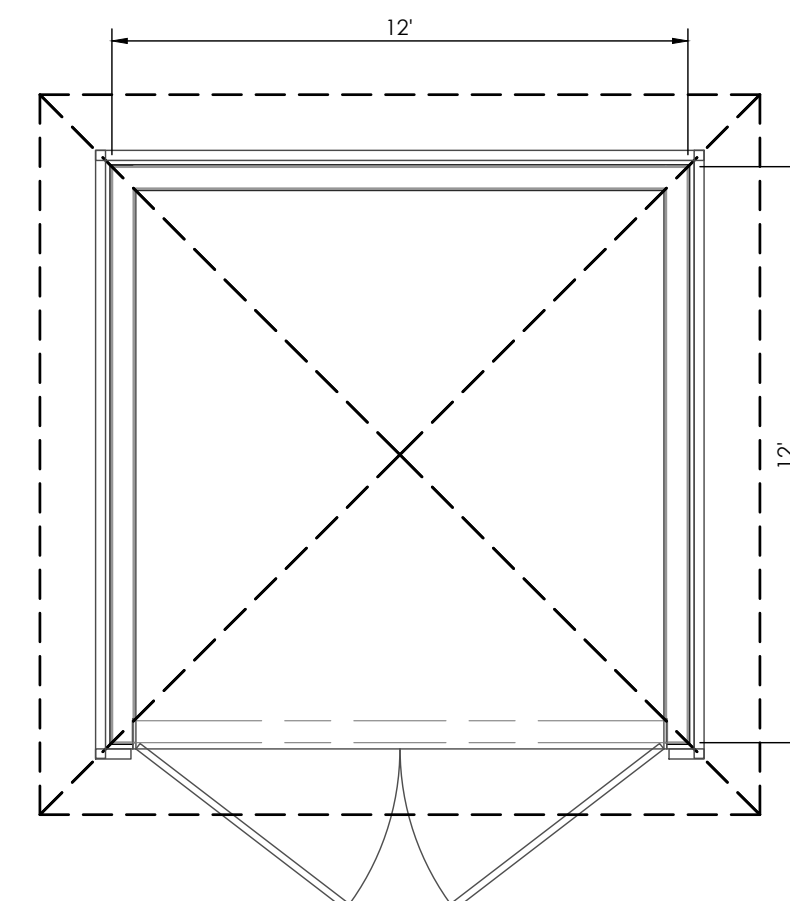
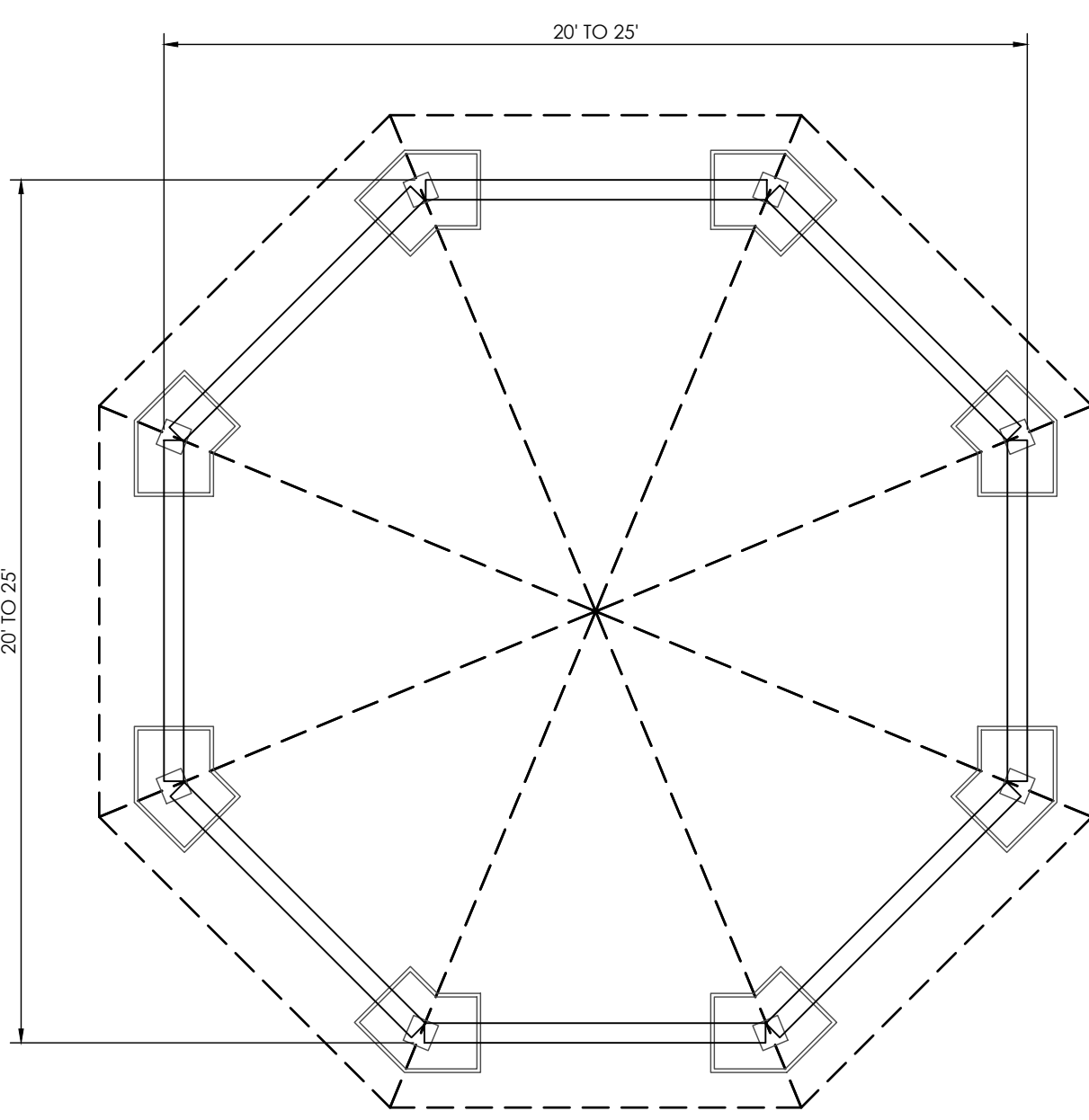
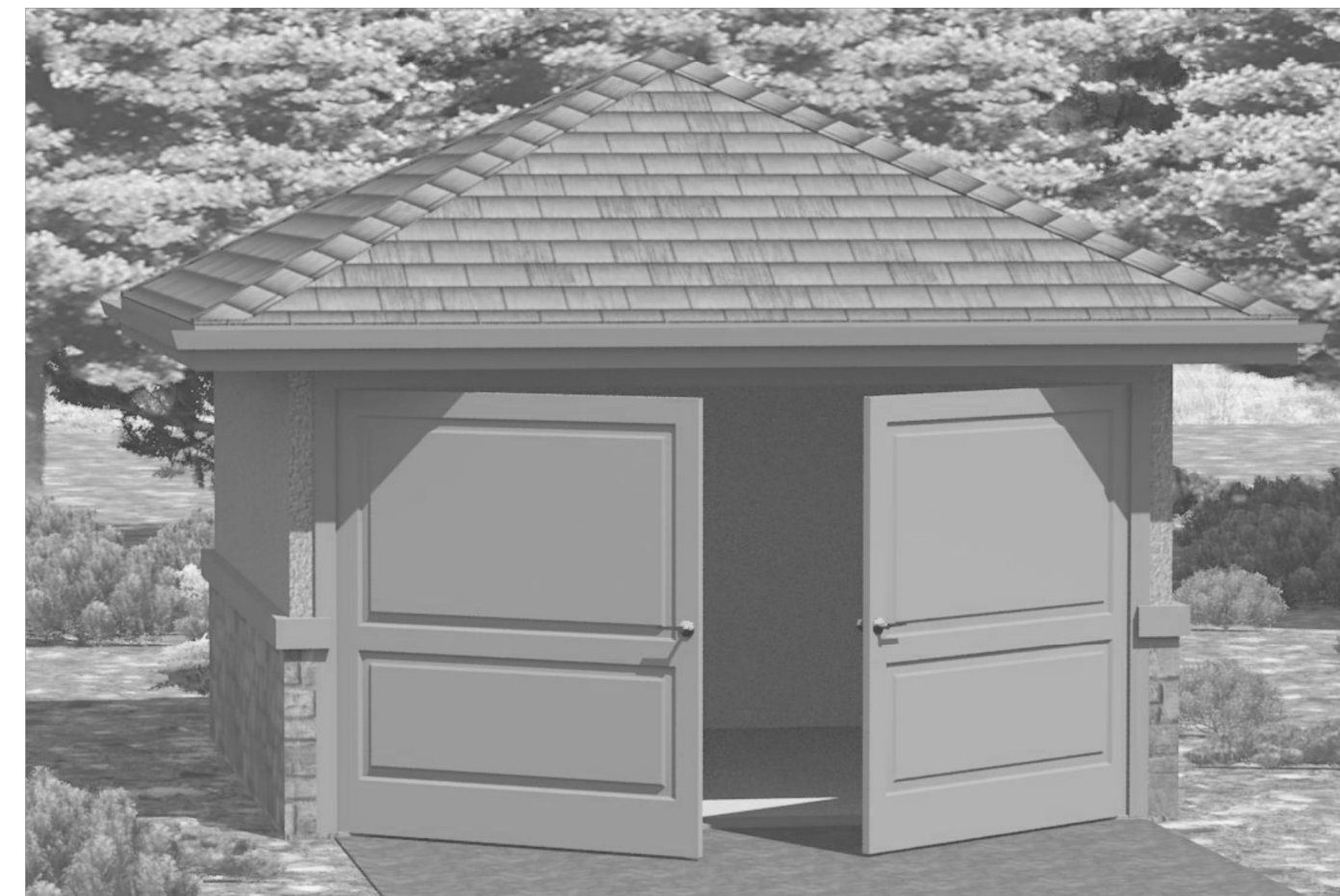
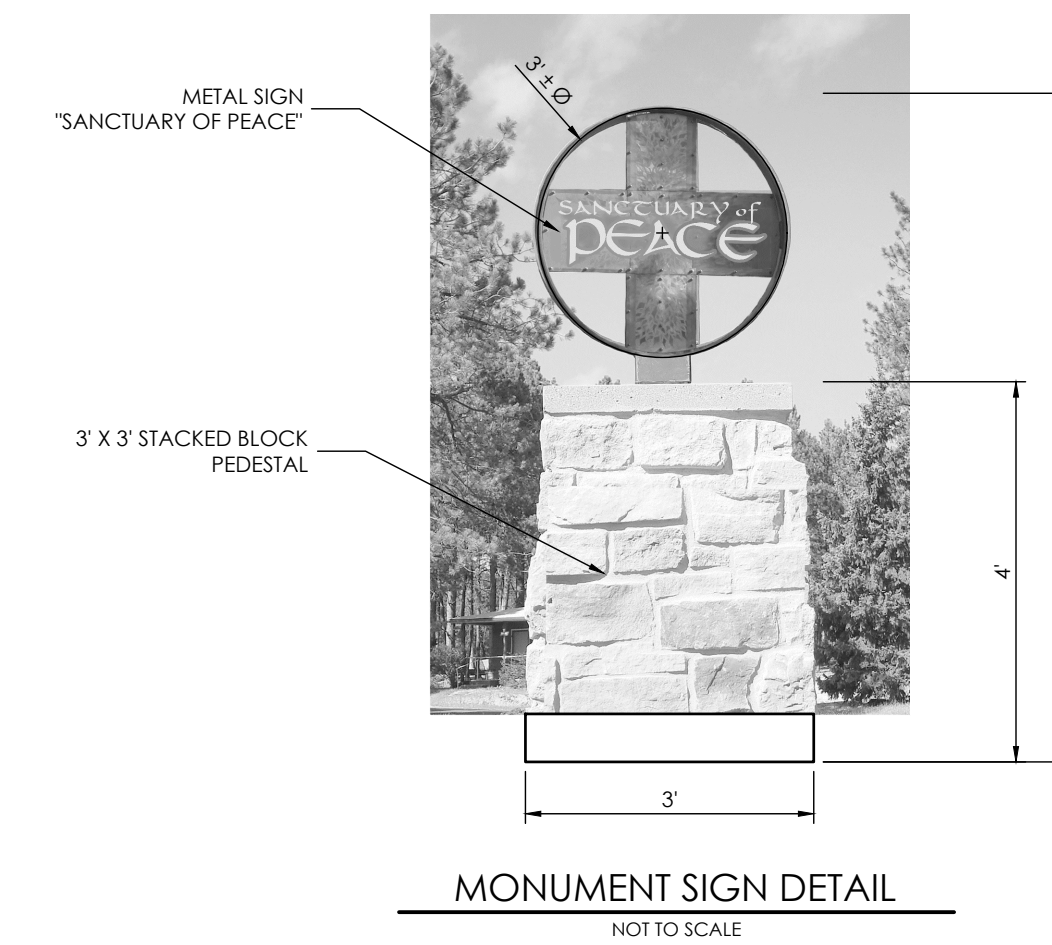
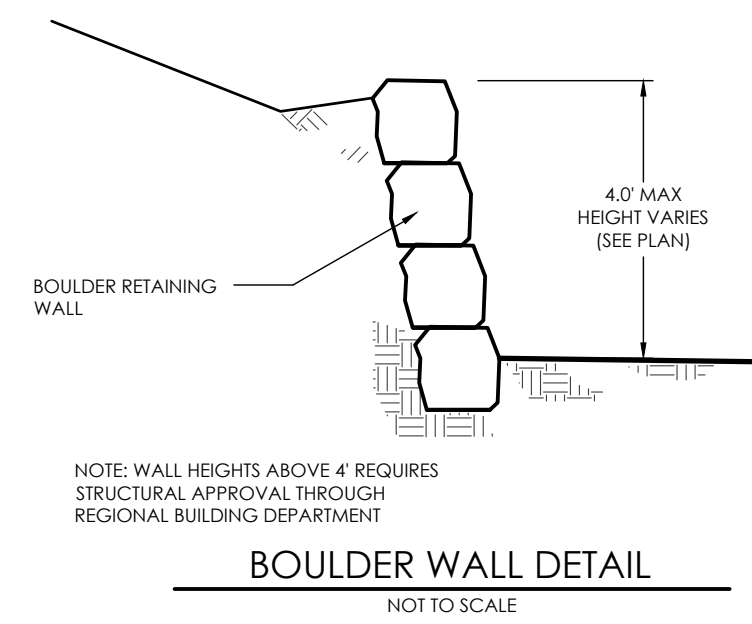
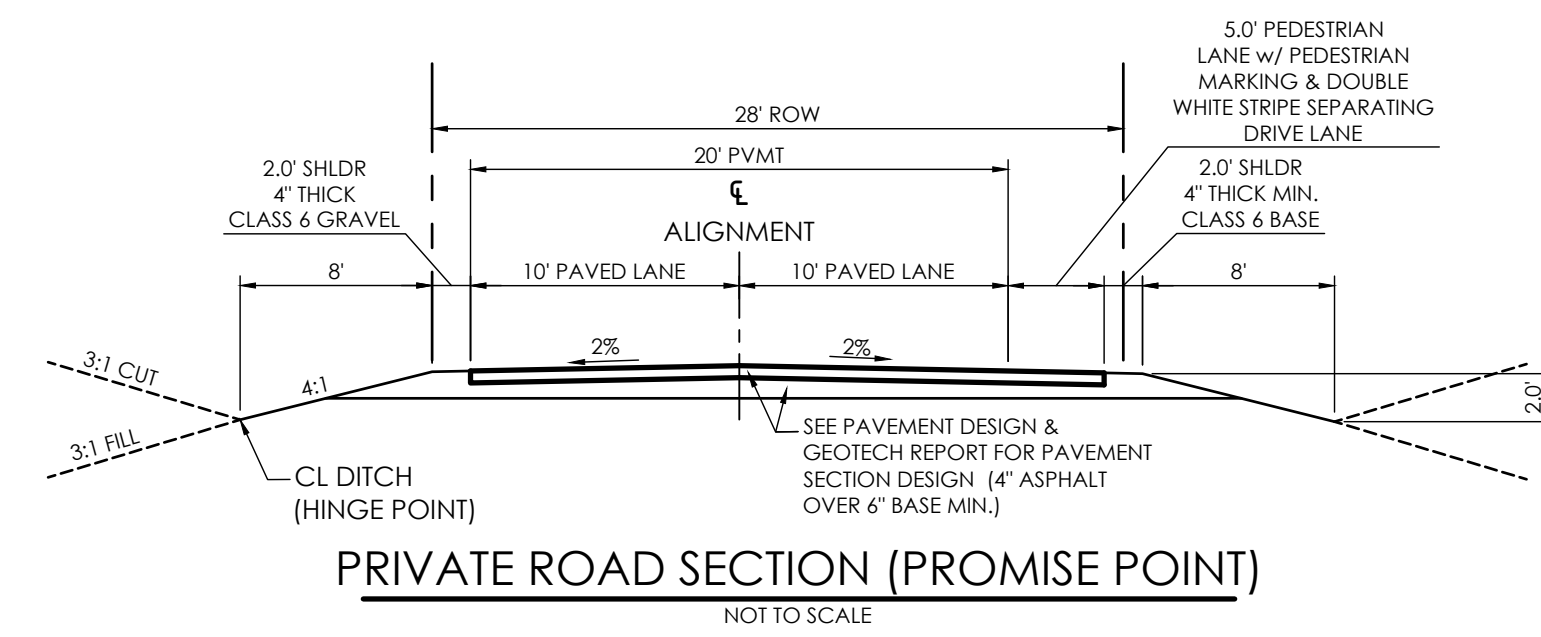
SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PUD DEVELOPMENT PLAN / PRELIMINARY PLAN

LOCATED IN THE THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
EL PASO COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

BENCHMARK



REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

DEVELOPMENT PLAN
GENERAL SITE DETAILS

SANCTUARY OF PEACE RESIDENTIAL COMMUNITY

DP-7 MVE PROJECT 61087
MVE DRAWING DEV-GD

OCTOBER 9, 2020
SHEET 7 OF 7

PUDSP-19-002

March 22, 2019

El Paso County Development Services Department
2880 International Circle, Suite 110
Colorado Springs, CO 80910

RE: Benet Hill Monastery
Sec. 27, Twp. 11S, Rng. 66W, 6th P.M.
Water Division 2, Water District 10
CDWR Assigned Subdivision No. 26099

To Whom It May Concern,

We have received the submittal concerning the above referenced proposal to subdivide a 49.58± acres tract of land into 27 new lots, along with a number of tracts. All of the lots are approximately equal in size (± 4,000 square-feet) with the exception of the community building lot which will be 14,592 square-feet. The proposed supply of water to the subdivision /monastery will be a shared community well operating pursuant to a court decreed plan for augmentation, with wastewater being disposed of through four on-site septic disposal system.

Water Supply Demand

According to the Water Supply Information Summary received in the submittal, the estimated water demand for the development is 8.37 acre-feet/year for all combined uses. Based on the Division 2 Water Court case no. 2018CW3019 this amount breaks down 5.3 acre-feet/year for 26 residential dwellings, 1.3 acre-feet per year for 26,000 square-feet of lawn and garden irrigation, 0.13 acre-feet per year for use in the community-building, and 1.64 acre-feet per year for the community garden.

Source of Water Supply

The anticipated source of water is to be provided by one community well producing from the Dawson aquifer that will operate pursuant to the augmentation plan decreed by the Division 2 Water Court in case no. 2018CW3019. This case adjudicated water in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the 50.36± acres of land which makes up the entire proposed Benet Hill Monastery Subdivision.

According to the decrees entered by the Division 2 Water Court in case no. 2018CW3019, the following amounts of water shown in Table 1, below, were determined to be available underlying the 50.36± acre property (the total acreage at the time the decree was issued).

Table 1 - Denver Basin Ground Water Rights

Aquifer	Tributary Status	Volume (AF)	Annual Allocation 100 Year (AF/Year)	Annual Allocation 300 Year (AF/Year)
Dawson	NNT	3680	36.8	12.26
Denver	NNT	4670	46.7	*
Arapahoe	NT	1930	19.3	*
Laramie-Fox	NT	1440	14.4	*

*Value was omitted from the table in decree 18CW3019

The plan for augmentation decreed in Division 2 Water Court case no. 2018CW3019 allows for diversion of 8.37 acre-foot annually from Dawson aquifer for a maximum of 300 years.

At the time that applicant decides to drill the communal well the applicant will be required to apply for, and obtain a new well permit issued pursuant to Section 37-90-137(4) C.R.S. and the plan for augmentation.

The proposed source of water for this subdivision is a bedrock aquifer in the Denver Basin. The State Engineer’s Office does not have evidence regarding the length of time for which this source will be a physically and economically viable source of water. According to 37-90-137(4)(b)(I), C.R.S., “Permits issued pursuant to this subsection (4) shall allow withdrawals on the basis of an aquifer life of one hundred years.” Based on this **allocation** approach, the annual amounts of water decreed is equal to one percent of the total amount available as determined by Rules 8.A and 8.B of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7. Therefore, the water may be withdrawn in those amounts for a maximum of 100 years.

In the El Paso County Land Development Code, effective November, 1986, Chapter 5, Section 49.5, (D), (2) states:

“-Finding of Sufficient Quantity – The water supply shall be of sufficient quantity to meet the average annual demand of the proposed subdivision for a period of three hundred (300) years.”

The State Engineer’s Office does not have evidence regarding the length of time for which this source will “meet the average annual demand of the proposed subdivision.” However, treating El Paso County’s requirement as an **allocation** approach based on three hundred years, the annual estimated demand, for the entire subdivision, is 8.37 acre-feet as allowed by the augmentation plan. As a result, the water may be withdrawn in that annual amount for a maximum of 300 years.

State Engineer’s Office Opinion

Based on the above, it is our opinion, pursuant to CRS 30-28-136(1)(h)(I), that the anticipated water supply can be provided without causing material injury to decreed water rights so long as the applicant obtains well permits issued pursuant to C.R.S. 37-90-137(2) and the plan for augmentation noted herein, for all wells in the subdivision and operates the wells in accordance with the terms and conditions of any future well permits.

Our opinion that the water supply is **adequate** is based on our determination that the amount of water required annually to serve the subdivision is currently physically available, based on current estimated aquifer conditions.

Our opinion that the water supply can be **provided without causing injury** is based on our determination that the amount of water that is legally available on an annual basis, according to the statutory **allocation** approach, for the proposed uses is greater than the annual amount of water required to supply the demands of the proposed subdivision.

Our opinion is qualified by the following:

The Division 2 Water Court has retained jurisdiction over the final amount of water available pursuant to the above-referenced decrees, pending actual geophysical data from the aquifer.

The amounts of water in the Denver Basin aquifers, and identified in Division 2 Water Court case no. 2018CW3019, was calculated based on estimated current aquifer conditions. For planning purposes the county should be aware that the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than the 300 years used for allocation due to anticipated water level declines. We recommend that the county determine whether it is appropriate to require development of renewable water resources for this subdivision to provide for a long-term water supply. Furthermore, that applicant will need to apply for, and obtain a new well permits issued pursuant to Section 37-90-137(2) C.R.S.

Should you or the applicant have questions regarding any of the above, please contact me at this office.

Sincerely,



Ivan Franco, P.E.
Water Resource Engineer

cc: Bill Tyner, Division 2 Engineer
Doug Hollister, District 10 Water Commissioner

EL PASO COUNTY



OFFICE OF THE COUNTY ATTORNEY CIVIL DIVISION

Diana K. May, County Attorney

Assistant County Attorneys

M. Cole Emmons
Lori L. Seago
Lisa A. Kirkman
Steven A. Klaffky
Mary Ritchie
Bryan E. Schmid
Nathan J. Whitney
Michael J. Desmond
Christopher M. Strider

November 5, 2020

PUDSP-19-2 Sanctuary of Peace Residential Community at Benet Hill
PUD/Preliminary Plan

Reviewed by: M. Cole Emmons, Senior Assistant County Attorney
Edi Anderson, ACP, Paralegal

MCE
/

FINDINGS AND CONCLUSIONS:

1. This is a proposal by the Benet Hill Monastery of Colorado Springs ("Applicant"), for a PUD/Preliminary Plan to subdivide approximately 49.58 +/- acres of land (the "Property") into 27 lots, to include 26 single-family attached dwelling units (duplex units) in 13 separate residential structures (14 one-bedroom units and 12 two-bedroom units), plus an additional lot for a community clubhouse or building (which will include 4 bedrooms for guest use), plus 4 tracts that will encompass roadways, parking, mailboxes, open space, a central water system, and detention facilities. The Property is currently zoned A-5 (Agricultural) and RR-5 (Rural Residential) and there is a concurrent rezoning request pending to rezone the property to PUD (Planned Unit Development).

2. The water needs for the subdivision will be met through a new community water system that will be a public water system, which will be operated by the Sanctuary of Peace Property Owners Association (the "Association" or "HOA") as described in the Declarations of Protective and Restrictive Covenants, Sanctuary of Peace Residential Community. The Covenants state that the Declarant, the Sisters of Benet Hill Monastery, through Benet Hill Monastery of Colorado Springs, Inc., will transfer and assign to the Association all right, title and interest in the Augmentation Plan and water rights thereunder. . . .Declarant will further assign to the Association all obligations and responsibilities for compliance with the Augmentation Plan. . . ." The water supply for the Community Water System will derive from the not-nontributary Dawson aquifer, pursuant to District Court Water Division 2 Consolidated Case No. 18CW3019 (c/r 18CW3040, Div.1)("Decree and Augmentation Plan"). Pursuant to the Water Supply Information Summary ("WSIS"), the Applicant estimates its annual water requirements to serve the development at 8.37 acre-feet/year, to include the following:

200 S. CASCADE AVENUE
OFFICE: (719) 520-6485



COLORADO SPRINGS, CO 80903
FAX: (719) 520-6487

	Acre-Feet/Year
26 lots	5.3 A/F
Irrigation	1.3 A/F
Common Garden	1.64 A/F
Community Building (1 lot)	0.13 A/F
Total	8.37 A/F

The Applicant will need to provide a supply of 2,511 acre-feet of water (8.37 acre-feet/year x 300 years) to meet El Paso County's 300-year water supply requirement.

3. The Applicant provided a Water Resources Report ("Report") detailing the water supply for Sanctuary of Peace Filing No. 1 dated August 20, 2020, which highlights the provisions of the Decree and Augmentation Plan. The Decree and Augmentation Plan permits withdrawals in the amount of 8.37 acre-feet/year (2,511 acre-feet total for 300 years) for the 26 lots, the community building (Lot 27), irrigation, and gardens. The Decree also requires the Applicant to reserve 1,414 acre-feet of nontributary Laramie-Fox Hills aquifer water and 1,087 acre-feet of Arapahoe aquifer water for replacement of post-pumping depletions. The Report further notes that the "remaining 282 acre-feet of Laramie-Fox Hills aquifer water rights will also be reserved, to serve as a source of water for Applicants' wells for 50 years after the expiration of the augmentation plan." The Report states that a well was constructed on the property on March 20, 2020, pursuant to Well Permit No. 83885-F, issued on December 11, 2020, and the well is identified as "Benet Well No. 1."

4. The Applicant's Letter of Intent confirms that since the water for the subdivision will be provided by a new community water system that will be a public water system, Applicant submitted plans to the Colorado Department of Public Health and Environment ("CDPHE") for review and approval. The Applicant submitted its Capacity Assessment Worksheet and Supplemental Information for the Technical, Managerial, and Financial (TMF) Capacity, and the Final Plans and Specification for the Sanctuary of Peace POA. CDPHE reviewed the Capacity Assessment Worksheet and TMF Capacity and provided their "Acknowledgement of Drinking Water Final Plans and Specifications for Construction of Sanctuary of Peace POA Water System, Sanctuary of Peace POA, Public Water System Identification (PWSID) No. C00121702, El Paso County," dated July 20, 2020.

5. In a letter dated March 22, 2019, the State Engineer's Office reviewed the submittal to subdivide the 49.58 +/- acres of land into 27 lots. The State Engineer detailed the water demand for the subdivision at 8.37 acre-feet/year to include 26 lots, a community building, irrigation, and a community garden. The State Engineer stated that "the source of water is to be provided by one community well producing from the Dawson aquifer that will operate pursuant to the augmentation plan decreed by the Division 2 Water Court in case no. 2018CW3019. The case adjudicated water in the Dawson,

Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the 50.36 +/- acres of land which makes up the entire proposed Benet Hill Monastery Subdivision.” The State Engineer stated that, pursuant to the Decree and Augmentation Plan, the following amounts of water were available underlying the property:

Aquifer	Tributary Status	Volume (A/F)	Annual Allocation 100 Year (AF/Year)	Annual Allocation 300 Year (AF/Year)
Dawson	NNT	3680	36.8	12.26
Denver	NNT	4670	46.7	*
Arapahoe	NT	1930	19.3	*
Laramie-Fox Hills	NT	1440	14.4	*

**Value omitted from the table in decree 18CW3019*

The State Engineer noted that the Decree and Augmentation Plan permits diversion of 8.37 acre-feet annually from the Dawson aquifer for a maximum of 300 years. The State Engineer also stated that “[a]t the time that applicant decides to drill the communal well the applicant will be required to apply for, and obtain a new well permit issued pursuant to Section 37-90-137(4) C.R.S. and the plan for augmentation.”

Finally, the State Engineer stated that it is their opinion, “pursuant to CRS 30-28-136(1)(h)(l), that the anticipated water supply can be provided without causing material injury to decreed water rights so long as applicant obtains well permits issued pursuant to C.R.S. 37-90-137(2) and the plan for augmentation noted herein, for all wells in the subdivision and operates the wells in accordance with the terms and conditions of any future well permits.”

6. Decree and Augmentation Plan, Division 2, Case No. 18CW3019. The Decree is in the name of the Sisters of the Benet Hill Monastery, adjudicates water rights in the four aquifers underlying the Property, and approves the plan for augmentation to allow withdrawal of the not nontributary Dawson aquifer water for this subdivision using septic return flows from the equivalent of 26 septic systems, to replace depletions to the Arkansas River stream system during 300 years of pumping the Dawson aquifer. Nontributary Arapahoe aquifer and Laramie-Fox Hills aquifer water will be used to replace post-pumping depletions.

The Decree provides for maximum withdrawal of 8.37 acre-feet of water annually for the subdivision to be withdrawn from one central/communal well, Benet Well No. 1, for a minimum of 300 years. The Decree allows 0.20 acre-feet annually for up to 26 residential dwellings, an average of 0.10 acre-feet annually for household use in the community building, 0.05 acre-feet annually per 1,000 square feet (2.18 acre-feet per acre) for landscape irrigation, an average of 0.13 acre-feet annually for varying inside uses of water within the community building, and 2.18 acre-feet annually per irrigated acre for common garden use. Allowed uses include domestic, commercial, irrigation,

stock water, recreation, wildlife, wetlands, fire protection, piscatorial, and storage and augmentation associated with the augmentation plan.

The Decree states the "Applicant has agreed to maintain a total amount of 60,000 gallons (0.18 acre-feet) of water in storage for emergency firefighting uses," which may be replaced or used annually.

Replacement of Depletions During Pumping. The plan for augmentation provides for a pumping period of a minimum of 300 years. For the well constructed into the non-tributary Dawson aquifer, the Applicant is required to replace actual stream depletions on an annual basis during the 300 years of pumping by residential return flows from non-evaporative septic systems. While depletions will occur to both the South Platte River and Arkansas River systems, the plan requires Applicant to replace depletions only to the Arkansas River system where the majority of depletions will occur. The Decree and Augmentation Plan indicates the consumptive use for non-evaporative septic systems is 10% per year; therefore, at an annual household use rate of 0.20 acre-feet per residence and 0.10 acre-feet for the community building indoor use, 5.3 acre-feet will be pumped annually, with 4.77 acre-feet (5.3 ac.ft. - 10% (0.53 ac.ft.) = 4.77 ac.ft.) replaced to the stream system per year. "Thus, during pumping, the estimated maximum stream depletions of 1.93 annual acre-feet will be more than adequately augmented."

Replacement of Post-Pumping Depletions. The Decree requires the Applicant to replace any injurious post-pumping depletions by reserving 1,414 acre-feet of water from the nontributary Laramie-Fox Hills aquifer and 1,097 acre-feet of water from the nontributary Arapahoe aquifer, "representing maximum pumping of 2,511 acre-feet less stream depletions replaced during the plan pumping period, or such greater amounts from the nontributary Laramie-Fox Hills aquifer and/or Arapahoe aquifer as necessary to replace any injurious post pumping depletions." Applicant must construct wells into the Laramie-Fox Hills and/or Arapahoe aquifers to replace post-pumping depletions. The Decree states it constitutes a covenant running with the Property and requires that these waters may not be severed from ownership of the overlying Property.

7. Analysis—Quantity: Applicant's water demand for the Sanctuary of Peace Subdivision is 8.37 acre-feet total annually using Dawson aquifer water allowed under the plan for augmentation for a total demand of 2,500 acre-feet for the subdivision for 300 years. The Decree and Augmentation Plan authorizes withdrawal of 8.37 acre-feet of Dawson aquifer water annually for a period of a minimum of 300 years from an available supply of 3,680 acre-feet total or 12.26 acre-feet per year for 300 years. Therefore, there appears to be a sufficient water supply to meet the water demands of this subdivision.

8. Analysis—Dependability: For new central water systems like the one Applicant proposes for this subdivision, the County Attorney's Office has historically relied on CDPHE's review and approval of TMF capacity and final construction plans for the water system in order to make its dependability findings. CDPHE has changed their

interpretation of regulations and policies and timing of their TMF review, and as a result, the County Attorney's Office is no longer able to rely on CDPHE's review for dependability findings, and has had to modify its approach to dependability findings. See **Exhibit A, CDPHE Regulations, LDC, & Water Dependability**, attached hereto and incorporated herein by this reference, for additional background and information.

The County Attorney's Office has created Special Conditions to enable a finding of conditional sufficiency as to dependability for new central water systems pursuant to § 8.4.7.B.6.g.vi., LDC (see, **Exhibit B, Special Conditions For Conditional Finding Of Sufficient Dependability**, attached hereto and incorporated herein by this reference). Applicant shall comply with the Special Conditions, and upon completion to the County's satisfaction, the conditional finding of sufficiency as to dependability shall convert to a full sufficiency finding without further action required by the County.

The following information relates to dependability as set forth in § 8.4.7.B.5. & 6.g., and the Special Conditions:

a. Regarding the water supply, Applicant has provided a reliable source of water to serve the subdivision that meets the County's 300 year water supply requirement in terms of quantity, and which the State Engineer's Office finds sufficient (see, Paragraphs 3, 5, 6, and 7 above).

b. Regarding financial capacity to fund construction of the new central water system, in its TMF documents provided to CDPHE, Applicant states that capital is funded entirely from Benet Hill Monastery Cash Reserves with a net worth of \$11,795,176.00, and estimated capital costs of the water system infrastructure will be \$235,785.00.

c. Regarding water for fire demand, the Decree and Augmentation Plan address water for fire fighting: "Applicant has agreed to maintain a total amount of 60,000 gallons (0.18 acre feet) of water in storage for emergency firefighting uses." (Decree, p. 6, para. A.v.).

d. Regarding compliance with drinking water regulations, CDPHE issued an "Acknowledgement Letter" dated July 20, 2020 (attached hereto at **Exhibit C** and incorporated herein by this reference), in which CDPHE found the TMF and design to be "in conformance with the current requirements of the New Public Water System Capacity Planning Manual and the State of Colorado Design Criteria for Potable Water Systems (Design Criteria)." This is simply an acknowledgement of receipt and preliminary review and does not constitute final approval by CDPHE: "[a]t this time, Sanctuary of Peace POA does not meet the definition of a public water system . . . and therefore, the Department does not have the authority by Regulation 11 to approve or deny the capacity assessment of the plans and specifications for construction of the water system."

e. Regarding well construction, Applicant's consultant, MVE, Inc., in the Letter of Intent for Applicant dated July 22, 2020, stated that the community Benet Well No. 1 for the water system was constructed on March 23, 2020, in accordance with Well Permit No. 83855-F, which had been issued on December 11, 2019.

f. Regarding water quality, in the Letter of Intent, Applicant's consultant states that water samples were drawn on March 23, 2020 and April 1, 2020, the samples were tested, and satisfactory water quality results were received and were found to meet the requirements of the El Paso County Land Development Code. El Paso County Public Health submitted comments to EDARP stating "[t]here is a finding of sufficiency in terms of water quality for drinking water for this proposed development currently. Sample results from the CDPHE Laboratory, Colorado Analytical Laboratories, Inc., and Hazen Research, Inc. were all acceptable."

g. Regarding an operator for the central water system, in its TMF submittal to CDPHE, Applicant's consultant asserts "[t]he owner insures that an Operator in Responsible Charge assigned to operate the system and is ultimately responsible to insure record keeping requirements are met. The system is operated by David Stanford, H2O Water Consultants (Operator in Responsible Charge)."

9. Based on the information provided in the WSIS, the Water Resources Report, the Decree and Augmentation Plan in District Court Water Division 2 Consolidated Case No. 18CW3019 (c/r 18CW3040, Div.1), which permits withdrawal from the Dawson aquifer in the amount of 8.37 acre-feet/year for a period of 300 years; the State Engineer's finding of sufficiency and no injury to vested water rights; if CDPHE gives final approval of the community water system; and pursuant to the Requirements and Special Conditions herein, the County Attorney's Office recommends a finding that the proposed water supply is **sufficient** in terms of **quantity**.

10. Regarding dependability, because applicant has not yet completed construction of the new central water system, and because CDPHE has not yet issued its final approval of TMF Capacity and final construction plans, and will not even begin such final review until there are 15 hookups to the central water system, at this time, based on the information in Paragraph 8 above, and if Applicant meets the Special Conditions set forth in Exhibit B, the County Attorney's Office can only recommend a finding that the proposed water supply is **conditionally sufficiency** as to water **dependability**. Once applicant provides evidence satisfactory to the Planning and Community Development Department and the County Attorney's Office that Applicant has completed all Requirements set forth herein, plus the Special Conditions set forth in Exhibit B, the finding of conditional sufficiency as to dependability will convert to a full sufficiency finding as to dependability without further action required by the County.

REQUIREMENTS:

A. Applicant shall prepare plat notes and the Restrictive Covenant as required in the Special Conditions to restrict issuance of Building Permits and Certificates of Occupancy, and shall provide copies of such plat notes and Restrictive Covenant that shall be reviewed and approved by both the Planning and Community Development Department and the County Attorney's Office prior to recording the first final plat.

B. Applicant and all future owners of lots within this subdivision shall be advised of, and comply with, any conditions, rules, regulations, limitations, and specifications set by the HOA and their Declarations of Protective and Restrictive Covenants pertaining to the Community Water Supply, including all provisions related to the Decree and Augmentation Plan in District Court Water Division 2 Consolidated Case No. 18CW3019 (c/r 18CW3040, Div.1).

C. Applicant, its successors and assigns, including all lot owners and the HOA, shall comply with all requirements of the Decree and Augmentation Plan in District Court Water Division 2 Consolidated Case No. 18CW3019 (c/r 18CW3040, Div.1) specifically, that water use for the subdivision shall not exceed 8.37 acre-feet annually, and that all stream depletions will be replaced with non-evaporative septic system return flows for a period of 300 years, pursuant to the Court's augmentation plan.

D. Applicant shall create an HOA, and shall create restrictive covenants upon and running with the property which shall advise and obligate the HOA and future lot owners of this subdivision, their successors and assigns, regarding all applicable requirements of the Decree and Augmentation Plan in District Court Water Division 2 Consolidated Case No. 18CW3019 (c/r 18CW3040, Div.1), as well as their obligations to comply with the plan for augmentation, including, but not limited to, ensuring that return flows by the use of non-evaporative septic systems are made to the stream systems, that such return flows shall only be used to replace depletions, and shall not be separately sold, traded, or assigned in whole or in part for any other purpose. The Covenants shall advise the HOA and future lot owners of this subdivision, their successors and assigns, of their obligations regarding costs of operating the plan for augmentation, which will include pumping of the Dawson wells in a manner to replace depletions during pumping and the cost of drilling nontributary Arapahoe aquifer and/or Laramie-Fox Hills aquifer well(s) in the future to replace post-pumping depletions. Such Covenants shall also address responsibility for any metering and data collecting that may be required regarding water withdrawals from the well(s) pursuant to the plan for augmentation, and shall protect the viability of the water supply by placing limitations in the Covenants as to amendments and termination as applied to said water supply.

E. The covenants shall address the following:

1) Identify and convey the water rights associated with the property. The Covenants shall reserve at least 2,511 acre-feet total of not nontributary Dawson aquifer water from the community Benet Well No. 1 to serve the subdivision pursuant to the Decree and Augmentation Plan to satisfy El Paso County's 300 year water supply requirement for the subdivision. Applicant shall convey by recorded warranty deed these reserved Dawson aquifer water rights to the HOA as the source of the community water supply for the subdivision. Said deed shall recite that this water shall not be separated from transfer of title to the Property and shall be used exclusively for primary and replacement supply. Applicant shall provide copies of said Covenants or other such reservation and conveyance instruments that shall be reviewed and approved by both the Planning and Community Development Department and the County Attorney's Office prior to recording the first final plat.

2) Require evaporative septic systems and reserve return flows from the same. The Covenants shall require each lot owner and the community club house to use non-evaporative septic systems to ensure that return flows from such systems are made to the stream system to replace actual depletions during pumping, shall reserve said return flows to replace depletions during pumping, and shall state that said return flows shall not be separately sold, traded or used for any other purpose. The Covenants shall also include the following or similar language to ensure that such return flows shall only be used for replacement purposes: "Return flows shall only be used for replacement purposes, shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned or encumbered in whole or in part for any other purpose."

3) The Covenants shall advise the HOA and future lot owners of this subdivision, their successors and assigns, of their responsibility for any metering and data collecting that may be required regarding water withdrawals from the community Benet Well No. 1 and future wells which may be constructed in the Dawson, Arapahoe, and/or Laramie-Fox Hills aquifers.

4) The Covenants shall address amendments using the following or similar language:

"Notwithstanding any provisions herein to the contrary, no changes, amendments, alterations, or deletions to these Covenants may be made which would alter, impair, or in any manner compromise the water supply for the Sanctuary of Peace Subdivision pursuant to the Decree and Augmentation Plan in District Court Water Division 2 Consolidated Case No. 18CW3019 (c/r 18CW3040, Div.1). Further, written approval of the proposed amendments must first be obtained from the El Paso County Planning and Community Development Department, and as may be appropriate, by the Board of County

Commissioners, after review by the County Attorney's Office. Any amendments must be pursuant to an Order from the Division 2 Water Court approving such amendment, with prior notice to the El Paso County Planning and Community Development Department for an opportunity for the County to participate in any such adjudication."

5) The Covenants shall address termination using the following or similar language:

"These Covenants shall not terminate unless the requirements of the Decree and Augmentation Plan in District Court Water Division 2 Consolidated Case No. 18CW3019 (c/r 18CW3040, Div.1) are also terminated by order of the Division 2 Water Court, and a change of water supply is approved in advance of termination by the Board of County Commissioners of El Paso County."

F. Any and all conveyance instruments shall recite as follows:

For the water rights and return flows conveyed for the primary supply (Dawson aquifer): "These water rights conveyed, and the return flows therefrom, are intended to provide a 300-year supply, and replacement during pumping, for the Sanctuary of Peace Subdivision. The water rights so conveyed, and the return flows therefrom, shall be appurtenant to the Property, shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned or encumbered in whole or in part for any other purpose. Such conveyance shall be by special warranty deed, but there shall be no warranty as to the quantity or quality of water conveyed, only as to the title."

G. Applicant shall reserve in the Covenants and shall convey to the HOA by warranty deed at least 1,097 acre-feet of nontributary water in the Arapahoe aquifer and all of the 1,414 acre-feet of nontributary water in the Laramie-Fox Hills aquifer for use in the augmentation plan to replace post-pumping depletions. Pursuant to the Decree and Augmentation Plan, Applicant shall recite that this water shall not be separated from transfer of title to the Property and shall be used exclusively for augmentation supply. Applicant shall convey by recorded warranty deed these reserved Arapahoe aquifer and Laramie-Fox Hills aquifer water rights to the HOA for use in the augmentation plan. Applicant shall provide copies of such reservation and conveyance instruments that shall be reviewed and approved by both the Planning and Community Development Department and the County Attorney's Office prior to recording the first final plat.

H. Applicant, its successors and assigns, shall submit Declaration of Covenants, Conditions, and Restrictions and any plat notes required herein to

the Planning and Community Development Department and the County Attorney's Office for review, and the same shall be approved by the Planning and Community Development Department and the County Attorney's Office prior to recording the first final plat. Said Declaration shall cross-reference the Decree and Augmentation Plan in District Court Water Division 2 Consolidated Case No. 18CW3019 (c/r 18CW3040, Div.1) and shall identify the obligations of the HOA and individual lot owners thereunder. **Applicant has provided a copy of its draft proposed Covenants, which are under review.**

I. Applicant, its successors and assigns, shall record all applicable documents, including, but not limited to, the Decree and Augmentation Plan in District Court Water Division 2 Consolidated Case No. 18CW3019 (c/r 18CW3040, Div.1) and agreements, assignments, and warranty deeds regarding the water rights, and Declaration of Covenants in the land records of the Office of the Clerk and Recorder of El Paso County, Colorado

J. The following plat note shall be added that addresses the State Engineer's admonition to advise landowners of potential limited water supplies in the Denver Basin:

"Water in the Denver Basin aquifers is allocated based on a 100 year aquifer life; however, for El Paso County planning purposes, water in the Denver Basin aquifers is evaluated based on a 300 year aquifer life. Applicants and all future owners in the subdivision should be aware that the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than either the 100 years or 300 years used for allocation indicated due to anticipated water level declines. Furthermore, the water supply plan should not rely solely upon non-renewable aquifers. Alternative renewable water resources should be acquired and incorporated in a permanent water supply plan that provides future generations with a water supply."

cc. Kari Parsons, Project Manager, Planner III

EXHIBIT A

CDPHE REGULATIONS, LDC, & WATER DEPENDABILITY

HISTORY

Historically, for new community water systems that will operate as a public water system, the County relied on the Colorado Department of Public Health & Environment's ("CDPHE") review and approval of TMF capacity and final construction plans, which CDPHE would do prior to construction of the new central water system, as evidence that an applicant's water supply would meet sufficiency requirements for dependability required by the Land Development Code ("LDC"). That review and approval would culminate in CDPHE's issuance of a Public Water System Identification ("PWSID") Number, which the County relied on as proof of CDPHE's approval. That approval was required before recording the Final Plat. Applicant could then choose to either provide collateral to guarantee construction of the new water system or agree to restrict sale of lots until the PWSID Number issued and a professional engineer certified that the water system had been completed pursuant to the approved construction plans and was operational. Upon such certification, the County would authorize issuance of building permits.

CDPHE has changed its interpretation of its Regulations and the timing of its review of TMF capacity and final construction plans, as explained in detail below. Briefly, CDPHE now will not provide final review until the water system is constructed and there are at least 15 hookups or regularly serves at least 25 year-round residents, which then means the system meets the definition of a public water system that CDPHE asserts it then has jurisdiction to regulate. The PWSID Number it now issues is simply an *identification number for record keeping purposes and no longer has any significance for the County* as it did before. Also, recent revisions to the LDC eliminated the ability to restrict sale of lots as a means to condition approval of Final Plats.

CDPHE REGULATIONS

As a result of the above, the County has had to develop a new process for evaluating and reaching a sufficiency finding for water dependability for new central water systems given CDPHE's current interpretation and application of Regulation 11, 5 CCR 1002-11. Based on the language in § 11.4(1)(a) & (b), for a new community water system that is a public water system, the supplier cannot begin construction of the new system until CDPHE approves TMF Assessment:

"(a) For new community or non-transient, non-community water systems, the supplier must not begin construction of the new water system until the supplier completes and receives Department approval of a capacity (technical, managerial and financial) assessment using the criteria found in the *New Public Water System Capacity Planning Manual*."

"(b) For all public water systems, the supplier must not begin construction of any new waterworks, make improvements to or modify existing waterworks, or begin using a new source until the supplier submits and receives Department approval of plans and specifications for such construction, improvements, modifications, or use."

The definitions of "community water system" and "public water system" are essentially the same, but "public water system" is more detailed:

“Public water system’ means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen service connections or regularly serves an average of at least 25 individuals daily at least 60 days per year. A public water system is either a community water system or a non-community water system. . . .”

CDPHE *New Public Water System Capacity Planning Manual* (“Manual”) indicates that TMF must be approved before construction of the water system:

§ 3.1.1 “A new prospective water system may be constructed that will meet the definition of a public water system on the first day of operations. . . .For this scenario, the system can begin operations after:

- the water system has demonstrated TMF capacity,
- the Department has issued design approval in accordance with the State of Colorado Design Criteria for Potable Water Systems,
- and the project engineer certified the system has been constructed according to the design approval and final plans and specifications.

Prior to beginning construction of a new community or NTNC, all requirements of the capacity review must be in place.”

It is difficult to understand how these requirements work in the real world given CDPHE’s current interpretation and application of them. CDPHE has advised County staff that they will not do TMF capacity review and final approval and construction plans approval until the water system meets the definition of a public water system—hookups operational to serve 15 lots; however, the developer cannot get 15 hookups unless the system is constructed. But Regulation 11 says the water system cannot be constructed until TMF and construction design have been approved by CDPHE. As a result, the County is forced to operate in this gray area with CDPHE in which CDPHE advises they will issue an “acknowledgement letter” that says they have received TMF capacity information and construction plans from the developer, but they will not do complete review and final approval until there are 15 hookups. CDPHE suggests that the County withhold certificates of occupancy until the water system has been approved by CDPHE.

The Manual recognizes the above conundrum:

3.7 When Should a TMF capacity assessment be submitted? “Per Regulation 11, a new public water system is required to receive approval of the TMF capacity assessment (reviewed against the requirements within this manual) and new water works plans and specifications (reviewed against the requirements in the design criteria) prior to beginning construction of any new water works or improvements. However, Regulation 11 does not apply to water systems until the water system meets the definition of a public water system, as defined by the regulation. This can create a regulatory paradox for prospective systems. To address this, the department expects that prospective systems will submit TMF capacity assessment six months prior to the

date the system anticipates meeting the definition of a public water system. . . .” (Emphasis added).

The County Attorney’s Office interprets the regulations above, and CDPHE’s interpretation of the same as evidenced by their directions to the County, to indicate they are okay with new central water systems being built, but once there are 15 hookups, no additional hookups can be made until CDPHE completes final review and approval of TMF capacity assessment and construction plans and design. The County Attorney’s Office believes that any request by an applicant to go beyond 15 hookups before the water system is built and CDPHE has issued its final approval of the system as a public water system, including TMF assessment, would violate CDPHE’s Safe Drinking Water regulations, policies and procedures, and by allowing such, the County could be complicit.

LDC DEPENDABILITY REQUIREMENTS FOR NEW PUBLIC WATER SYSTEMS

LDC 8.4.7.B.4.b. *Conditional Finding of Sufficiency*

“Conditional findings of sufficiency can be made by the Planning Commission and the BoCC specifying conditions that shall be met prior to recording the final plat. Some examples of conditions include, but are not limited to: . . .completion of CDPHE Technical, Managerial, and Financial TMF) analysis and issuance of PWSID number for a new central water system. . . .Once these requirements are met, the conditional finding of sufficiency becomes a finding of sufficiency.”

LDC 8.4.7.B.6.g.vi. *Compliance with Drinking Water Regulations*

“When a new community water system subject to the Colorado Primary Drinking Water Regulations is proposed in conjunction with a subdivision, a conditional finding of sufficiency may be issued by the Planning Commission and BoCC in the approval of a preliminary plan or final plat subject to the following:

CDPHE TMF capacity, analysis and approval thereof, as evidenced by issuance of a Public Water System Identification (PWSID) number;

Adequate construction surety for the proposed water system which includes all water works identified in the CDPHE TMF analysis;

Restrictions on the number of building permits or certificates of occupancy issued until the water system is constructed and certified; and

An entity acceptable to the water court, or Colorado Groundwater Commission or the CDPHE shall be formed or engaged to assure operation of the community water system.”

SPECIAL CONDITIONS THAT WILL RESULT IN FINDING OF CONDITIONAL SUFFICIENCY FOR DEPENDABILITY

In addition to any other Conditions set forth in the water review, the County Attorney’s Office also requires the Special Conditions set forth in Exhibit B to be imposed and followed in order to make its recommendation for a conditional finding of sufficiency for dependability.

EXHIBIT B

SPECIAL CONDITIONS FOR CONDITIONAL FINDING OF SUFFICIENT DEPENDABILITY

The County's primary concern regarding a proposed water supply for a subdivision that is to be supplied by a new community water system that will operate as a public water system is that the water system must be built and operate before the first purchaser occupies a home in the subdivision.

* Any sufficiency finding that is made prior to CDPHE finally approving the Technical, Managerial, and Financial ("TMF") Capacity Assessment when the water system meets CDPHE's definition of a new public water system/community water system will be only conditional sufficiency.

1. Applicant must provide to the County at water sufficiency finding stage (Preliminary Plan or Final Plat) an Acknowledgement Letter from CDPHE, which is issued following preliminary design review, in order to obtain a conditional finding of sufficiency. Conditions 2-3 below will be part of that conditional finding.

*The following also shall be provided at water sufficiency finding stage to facilitate the County Attorney's water sufficiency review:

A copy of the TMF Capacity Assessment and Plans and Specifications, and proof that such has been submitted to CDPHE;

A letter from the water provider (as may be applicable) committing to serve the subdivision indicating the number of lots to be served, the acreage, available supply, and the amount of the demand to be served;

The well completion report for the well(s) that will supply the subdivision;

First water quality sample results and response to such results by both the El Paso County Health Department and CDPHE; and

Other information deemed necessary by the Planning and Community Development Department and/or the County Attorney's Office to evaluate sufficiency.

Pursuant to El Paso County Land Development Code ("LDC") § 8.4.7.B.6.g.vi., the conditional finding of sufficiency will require Applicant to restrict issuance of any Building Permits and Certificates of Occupancy by both a Plat Restriction and a Restrictive Covenant to be recorded in the records of the El Paso County Clerk and Recorder's Office against the legal description of the property encompassed by the Final Plat. The conditional sufficiency and the restriction of issuance of Building Permits and Certificates of Occupancy will enable Applicant to record the initial Final Plat and sell lots prior to completion of construction of the water system infrastructure at its own risk; however, no Building Permits will be issued until the conditions in Paragraph 2 below are satisfied, and no Certificates of Occupancy will be issued until CDPHE makes final approval of TMF Capacity Assessment and construction plans pursuant to Paragraph 3 below.

2. **Prior to issuance of any Building Permits for up to fifteen (15) lots**, the following must occur:
 - a. A professional engineer must certify that the water system infrastructure has been built in accordance with the design, which was the subject of the CDPHE Acknowledgement Letter, and that the system is functional / operational.
 - b. Defect warranty collateral for the water system must be posted with the County.
 - c. The Applicant/Developer or the Special District that will serve the subdivision with water or the Homeowners Association ("HOA") that will be responsible for the water system must identify and describe a proposed water operator acceptable to the County, and how the operator will provide operation, maintenance, and management services for the water system to the Special District or HOA (this may have already occurred as part of the TMF submission).

3. *No more than 15 Building Permits will be authorized until CDPHE has made final approval of the TMF Capacity Assessment and construction plans for the water system after the subdivision has met the definition of a public water system/community water system, and evidence of that approval has been received, reviewed, and found to be satisfactory to the Planning and Community Development Department and the County Attorney's Office. At that time, Certificates of Occupancy for the initial 15 lots may be issued, the restrictions on issuance of further Building Permits and Certificates of Occupancy will be lifted, and the conditional finding of sufficiency as to dependability will convert to a full finding of sufficiency.*



July 20, 2020

Vincent Crowder
Sanctuary of Peace POA
3190 Benet Lane
Colorado Springs, CO 80921

RE: Acknowledgement of Drinking Water Final Plans and Specifications for Construction
Sanctuary of Peace POA Water System, Sanctuary of Peace POA
Public Water System Identification (PWSID) No. CO0121702, El Paso County
ES Project No. ES.20.DWDR.05394

Dear Mr. Crowder:

The Colorado Department of Public Health & Environment (Department), Water Quality Control Division, Engineering Section has received and reviewed the Capacity Assessment Worksheet and Supplemental Information for the Technical, Managerial, and Financial (TMF) Capacity, and the Final Plans and Specifications for the Sanctuary of Peace POA Water System in accordance with Sections 11.4.1(a) and 11.4(1)(b) of the *Colorado Primary Drinking Water Regulations* (Regulation 11). The TMF and design has been found to be in conformance with the current requirements of the *New Public Water System Capacity Planning Manual* and the *State of Colorado Design Criteria For Potable Water Systems* (Design Criteria). At this time, Sanctuary of Peace POA does not meet the definition of a public water system as defined by Section 11.3(57) of the *Colorado Primary Drinking Water Regulations* (Regulation 11), and therefore, the Department does not have the authority by Regulation 11 to approve or deny the capacity assessment or the plans and specifications for construction of the water system. At such time that Sanctuary of Peace POA will meet the definition of a public water system, Sanctuary of Peace POA must submit plans and specifications, and a capacity assessment in accordance with Sections 11.4(1)(a) and 11.4(1)(b) of Regulation 11, and receive design approval. The Sanctuary of Peace POA should anticipate being classified as a community water system.

This acknowledgement is limited to the following:

- Well (SDWIS ID: 001): Groundwater source
 - Well Permit Number 83885-F. Drilled well. Screen: 331-751 feet, total depth: 751 feet, static water level approximately 196 feet.
 - Surface improvements: sloped area away from wellhead.
 - Well improvements: casing raised to provide a minimum of 12 inch between grade and wellhead.
 - Permitted Flow: 50 gallons per minute (gpm).
 - Pumped Flow: 25 gpm.
 - All associated piping and appurtenances.
- Treatment Plant (SDWIS ID: 002)
 - Treatment for Well (001), Maximum flowrate of 25 gpm based on well pump rate.
 - Sodium hypochlorite treatment (421):
 - Sodium hypochlorite feed pump (design basis: diaphragm pump with anti-siphon valve), 35 gallon solution feed tank (design basis: polyethylene tank) and secondary chemical containment curb.
 - Sodium hypochlorite injection point prior to contact time storage tanks.
 - Chlorine pump electrically connected to flow meter for flow paced dosing.
 - Treatment appurtenances. Raw water sampling tap, water meter (design basis: NSF61 certified), handheld chlorine analyzer, 119 gallon pressure tank (design basis: Well-X-Trol) and finished water tap (residual chlorine monitoring location) after storage tanks in the treatment plant.

- Booster pumps: two submersible pumps located in 8-inch pits with watertight well cap next to storage tanks (003) to pump from storage tanks back to treatment plant, operating in lead/standby mode, 20 gpm each, 53-62 psi, with variable frequency drives.
- Associated piping and appurtenances.
- Storage Tanks (SDWIS ID: 003)
 - Two (2) 2,500 gallon buried HDPE storage tanks (design basis: Ace Roto-Mold ACT2500-LPG) utilized for contact time (2,000 gallons minimum operating volume between the two tanks). Tank piping and appurtenances: 4-inch inlet pipe, 4-inch vent that opens downward with 24 mesh non-corrodible screen, lockable access hatch with gasket, 4-inch outlet pipe.

Deviations:

The design includes the following deviation(s) from the Design Criteria:

- Section 5.1 of the Design Criteria requires that at least two chemical feeders be provided. The response to Request for Information letter indicates spare parts will be kept on site and the system has the ability to service the pump within 24 hours. Based on the information supplied to support this deviation, the Department accepts this deviation request.

Conditions:

The design must comply with the following conditions:

General Requirements:

- Section 2.21 of the Design Criteria requires all chemicals and materials that come in contact with treated or partially treated water to be ANSI/NSF 60 and 61 certified, respectively, for potable water use.
- All wells, pipes, tanks and equipment that can convey or store water intended for potable use must be disinfected in accordance with current AWWA procedures prior to initial use as required in Sections 2.15, 6.6.2, 7.0.18 and 8.7.7 of the Design Criteria.

Monitoring Notifications:

- The project includes installation of a new well that will require completion of initial monitoring when the water system becomes a public water system.
- The design is capable of providing 4-log virus inactivation. As outlined in the Basis of Design Report, the treatment conditions that must exist to achieve 4-log inactivation of viruses are as follows:
 - The supplier must continuously maintain a chlorine residual of 1.0 mg/L at the entry point monitoring location downstream of the two storage tanks, assuming a flow rate of 25 gpm (well pumping rate), a pH between 6.0-9.0, a liquid temperature at or greater than 5-degrees Celsius, a baffle factor of 0.1 and a minimum active storage volume of 2,000-gallons.

Facility Classification under Regulation 100:

- Based on the current water treatment plant and distribution system design and in accordance with the current Colorado Operators Certification Board regulations, the water treatment plant is anticipated to be a Class "D" water treatment facility and the distribution system is anticipated to be a Class "1" distribution system.

The documents that were reviewed are as follows:

- Basis of Design Report dated February 18, 2020 titled *Sanctuary of Peace POA Water System*. Prepared by M.V.E., Inc. for Sanctuary of Peace POA.
- Capacity Planning Document (TMF) dated February 18, 2020 titled *Sanctuary of Peace POA Community Water System*. Prepared by M.V.E., Inc. and H2O Consultants for Sanctuary of Peace POA.
- Raw water quality data received April 21, 2020 and July 7, 2020.
- Response to Request for Information Letter dated June 17, 2020. Prepared by M.V.E., Inc. for Sanctuary of Peace POA.
- Email correspondence dated July 8, 2020 from M.V.E., Inc. for Sanctuary of Peace POA.
- Miscellaneous correspondence.

Please be advised of the following notifications and requirements that may apply to the project:

- Acknowledgement of this project is based only upon engineering design to provide safe potable water, as required by Regulation 11 and shall in no way influence local building department or local health department decisions on this project. This review does not relieve the owner from compliance with all Federal, State and local regulations and requirements prior to construction nor from responsibility for proper engineering, construction and operation of the facility.
- Any point source discharges of water from the facility are potentially subject to a discharge permit under the State Discharge Permit System. Any point source discharges to state waters without a permit are subject to civil or criminal enforcement action. If you have any questions regarding permit requirements contact the Permits Unit at 303-692-3500.

Please direct any further correspondence regarding the technical approval (plans and specifications/design review) to:

Kristen Harris, P.E.
Colorado Department of Public Health & Environment
Water Quality Control Division - Engineering Section
4300 Cherry Creek Drive South
Denver, CO 80246-1530

Thank you for your time and cooperation in this matter. Please contact me by telephone at 303-692-3538 or by email at kristen.harris@state.co.us if you have any questions.

The Engineering Section is interested in gaining feedback about your experience during the engineering review process. We would appreciate your time to complete a Quality-of-Service Survey regarding your experience during the engineering review process leading up to issuance of this decision letter. The Engineering Section will use your responses and comments to identify strengths, target areas for improvement and evaluate process improvements to better serve your needs. Please take a moment to fill out our survey at the following website: <http://fs8.formsite.com/cohealth/form627710151/index.html>.

Sincerely,

Kristen Harris Digitally signed by Kristen Harris
Date: 2020.07.20 17:29:48 -06'00'

Kristen Harris, P.E.
Senior Review Engineer
Engineering Section | Water Quality Control Division
Colorado Department of Public Health & Environment

cc: David Gorman, M.V.E., Inc.
Charles Crum, M.V.E., Inc.
Lisa Lemmon, El Paso County Public Health
Catherine McGarvy, El Paso County Public Health
Amy Zimmerman, WQCD ES Engineering Review Unit Manager
Haley Orahood, DWCAS, Compliance & Enforcement Unit South
Drinking Water File (CO0121702)

Sanctuary of Peace Residential Community at Benet Hill, PUDSP-19-2

Please accept the following comments from El Paso County Public Health (EPCPH) regarding the 49.58-acre, 27-commercial/residential lot development project referenced above:

- The proposed development will have an onsite well and water treatment facility. The water system must meet the design criteria, rules and regulations of the Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division (WQCD) for a community water system. Documentation has been submitted by MVE, Inc., demonstrating the initiation of the water treatment facility review and approval process with CDPHE and the WQCD, including correspondence from the WQCD. The Sanctuary of Peace Property Owners Association was been assigned PWSID # CO0121702 for the proposed water system.
- There is a finding for sufficiency in terms of water quality for drinking water for this proposed development currently. Sample results from the CDPHE Laboratory, Colorado Analytical Laboratories, Inc., and Hazen Research, Inc. were all acceptable.
- Wastewater treatment for the development is proposed to be by high-level treatment, onsite wastewater treatment systems (OWTS) and Water Quality Policy #6 established by the WQCD for locating multiple systems on one lot. A 12Sept2019 OWTS – Site Evaluation for Sanctuary of Peace, Filing No. 1, Project No. 61087 Report, submitted by MVE, Inc., and a 285 Engineering OWTS Design Report dated 18June2018, were reviewed that explain the wastewater plan in detail. Details included in the report are:
 - Explanation of the relationship between the separate ownerships of the Sanctuary of Peace property (southern property) and the Benet Hill Monastery property (northern property).
 - The clustered lots layout for the proposed 26-residential lots and 1-community club house lot with 4-bedrooms.
 - The well and OWTS locations and the corresponding zones of influencing mapping showing how minimum setbacks from various OWTS and water system components will be maintained.
 - Detailed wastewater flow calculations and treatment processes.
 - Soil tests locations and results completed on the site.

- The concept of shared OWTS's for this property has been reviewed and approved by El Paso County Public Health with the understanding that all OWTS repairs and/or replacements are the responsibility of the Sanctuary of Peace Property Owners Association.
- Each of the 4 OWTS's proposed require a new OWTS Permit from El Paso County Public Health.
- Earthmoving activity in excess of one acre, but less than twenty-five acres, requires a local Construction Activity Permit from El Paso County Public Health. Go to <https://www.elpasocountyhealth.org/service/air-quality/construction-activity-application> for more information. Earthmoving activities greater than 25 acres require a Construction Activity Permit from the Colorado Department of Public Health and Environment, Air Pollution Control Division. Go to: <https://www.colorado.gov/pacific/cdphe/general-air-permits>
- Radon resistant construction building techniques/practices are encouraged in this area. The EPA has determined that Colorado, and specifically the El Paso County area, have higher radon levels than other areas of the country.
- The water quality basins must have mosquito control responsibilities included in the construction design and/or maintenance plan to help reduce mosquito breeding habitat and minimize the potential for West Nile Virus.

Mike McCarthy
El Paso County Public Health
719.575.8602
mikemccarthy@elpasoco.com
23August2020

**Sanctuary of Peace POA
Community Water System
PWSID #: CO0121702**

Capacity Planning Document (TMF)

Prepared for:



Benet Hill Monastery of Colorado Springs, Inc.
3190 Benet Lane
Colorado Springs, CO 80921
719.355.1639
Vincent Crowder, Building and Property Manager
vcrowder@benethillmonastery.org

February 18, 2020

Prepared by:

M.V.E., Inc.
1903 Lelaray Street, Suite 200
Colorado Springs, CO 80909
719.635-5736
David R. Gorman, P.E.
daveg@mvecivil.com

H2O Consultants
P.O. Box 1903
Woodland Park, CO 80866
719.687.2386
David Stanford
d.stanford@h2oconsultants.biz

5 TMF capacity assessment form

5.1 General information

System name: Sanctuary of Peace POA

PWSID (if applicable): CO0121702

Applicant information:

Name: VINCENT CROWDER, BENET HILL MONASTERY OF COLORADO SPRINGS, INC.

Address: 3190 BENET LANE, COLORADO SPRINGS, CO 80921

Email: VCROWDER@BENETHILL MONASTERY.ORG Phone: 719-355-1639

Consulting engineer information (if applicable):

Note: A professional engineer registered in the State of Colorado is not required to prepare the TMF capacity assessment. Professional engineers that do complete the TMF capacity assessment must follow the applicable requirements of the Department of Regulatory Agencies. See Section 3, general information and frequently asked questions, and Attachment 4 for submission of the plans and specifications.

Name: DAVID R. GORMAN, M.V.E., INC.

Address: 1903 LELAND STREET, SUITE 200, COLORADO SPRINGS, CO 80909

Email: DAVEG@MVE-CIVIL.COM Phone: 719-635-5736

Signatures:

This TMF capacity assessment was prepared by: DAVID R. GORMAN, M.V.E., INC.
(Print name)

Signature:  Date: 2/18/2020

Authorized applicant signature: _____ Title: _____ Date: _____

5.2 Executive summary

5.2.1 *Initial and future service area description*

Please describe the initial and future service area for the new water system including the portion of the service area that will serve residents, transients and non-transients. For example, transient users include customers at restaurants, convenience stores, campgrounds, etc. Non-transient users include schools, office buildings, etc. Please also indicate the design planning period and why the design planning period was selected.

5.2.2 *Initial and future population and demands*

Use the tables below to provide initial and future population and average day and peak water demands. Please refer to Section 5.3.2 for additional information and tools for population and demand projections.

Initial service area population:

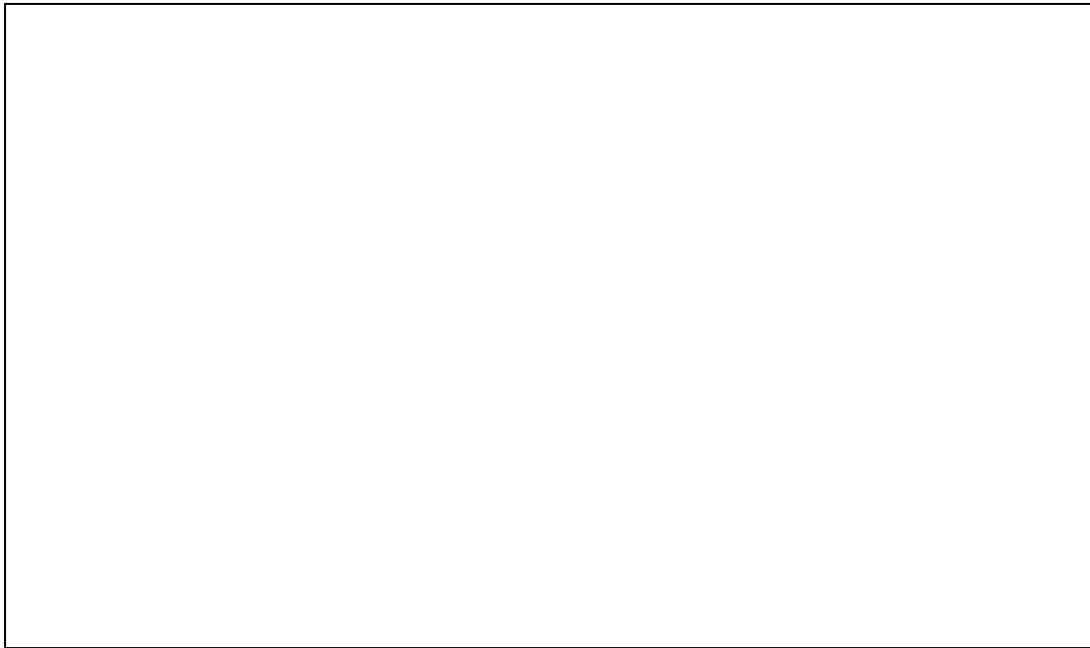
User type	Population	Average day demand	Peak demand
Residents			
Non-Transients			
Transients			

Anticipated future population based on design planning period:

User type	Population	Average day demand	Peak demand
Residents			
Non-Transients			
Transients			

5.2.3 *Proposed facilities*

Provide a description of the proposed source and source area, treatment type, potable water storage and distribution system including pressure zones.



5.3 Technical capacity

5.3.1 *Planning area description*

5.3.1.1 *Project area map*

Provide a map showing a minimum three mile radius around the project area that includes environmental features (lakes, streams, wetlands, floodplains). Map must include initial and future service area for the design planning period, proposed drinking water facilities (plants, major distribution lines, water sources, storage facilities), existing and proposed wastewater outfalls/permitted discharge points and any new or affected sources with regard to the pertinent watershed or source water area. Include the map as Attachment 1.

5.3.1.2 *Regional plan*

Is the project within or near an area included in a regional long term plan?

Yes No

If yes, describe how the project is conformance with the long term plan and any other planning limitations.

5.3.1.3 Local and regional issues

Were local and regional planning efforts considered, including water quality and/or quantity?

Yes No

Please describe.

Was consolidation with another water system/treatment facility considered?

Yes No

If yes, describe the consolidation considerations. If no, please indicate why consolidation was not considered.

5.3.2 *Population and water demand projections*

For a proposed planning period, forecast the population growth, projected increase in Equivalent Residential Taps (ERT), and projected drinking water demands.

Population and demand projections - The division generally accepts two methodologies for projecting water flows over the proposed planning period. Other methodologies may be acceptable with a clear explanation and listing of all assumptions and parameters:

Method 1: Population based projections. Recommended for primarily residential systems and/or for systems without water meter data.

Method 2: Equivalent Residential Taps (ERT) Analysis. Recommended for systems with a high multifamily, commercial, industrial, irrigation demands.

Method 1 and 2 templates can be found at in Attachment 2.

Attach the population projection as Attachment 2.

Discuss supporting data and reasons for projected future growth during the proposed planning period. Include existing data sources (e.g., census data, water flow data) and any assumptions (e.g., growth rate).

5.3.3 *Source water planning*

5.3.3.1 *Overall water resource management description*

For the proposed planning period, describe the new water system's water resource management plan and source water area. Include a discussion of the source water, primary water quality parameters of concern, seasonal variability and availability. Summarize anticipated flow conservation measures.

5.3.3.2 Source water supply capacity

For the proposed planning period, discuss if the proposed source water supply infrastructure is capable of delivering adequate source water to meet projected needs. If fire flow will be provided by the new water system, include fire flow considerations in the description.



5.3.3.3 Water rights

Describe the new water system's water rights and if the water rights are sufficient to meet the system's projected water demands.



Include copies of supporting documentation for water rights or other supply agreements as attachment 3.

5.3.4 Proposed facilities

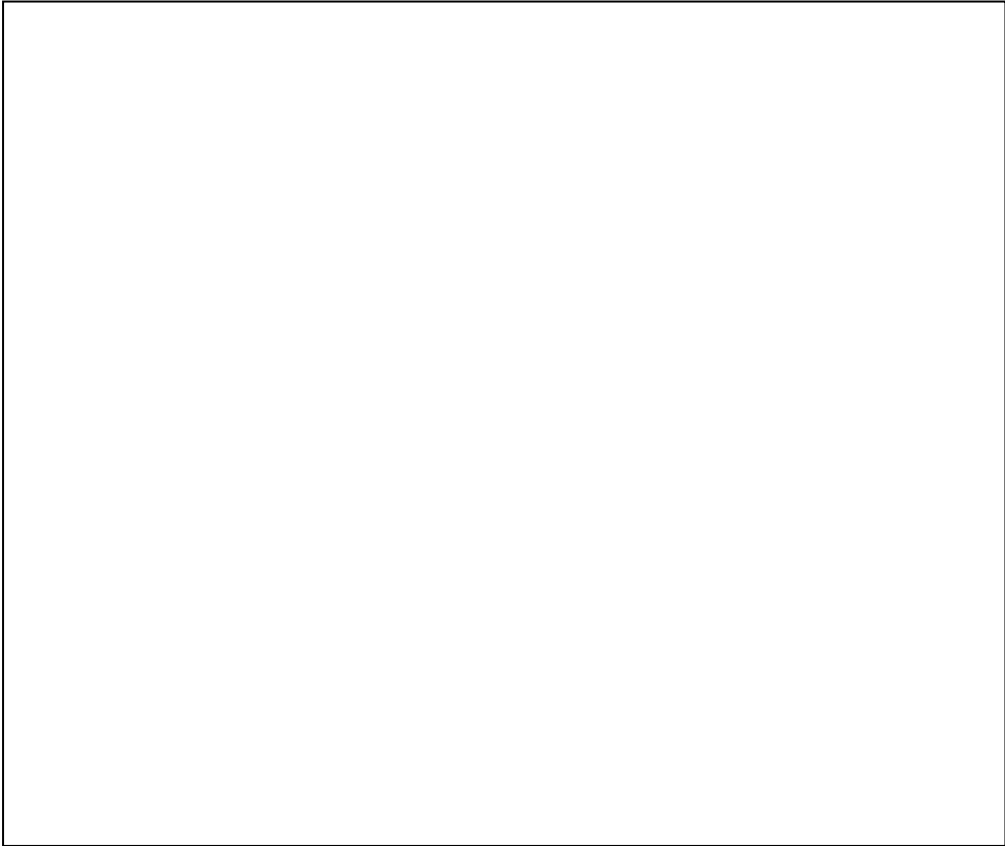
5.3.4.1 Proposed sources, treatment and storage

Provide the plans and specifications for the proposed sources, treatment and storage infrastructure as Attachment 4. Links to the applicable design submittal forms to accompany the plans and specifications are provided on the Attachment 4 cover page. Non-transient, non-community water systems with groundwater sources may utilize the Pre-Accepted Non-Community Groundwater Source/Treatment/Storage Drinking Water Design submittal. All other community and non-transient non-community water systems must use Appendix B of the design criteria.

5.3.4.2 Proposed distribution

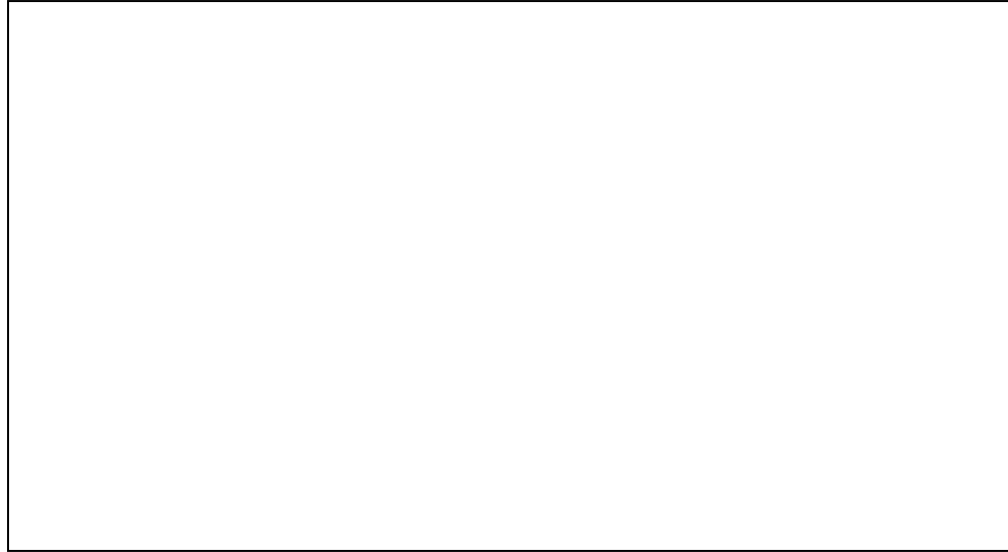
Overall distribution system description

Discuss the proposed finished water distribution system including: gravity vs. pumped pressurization, material type, condition of materials, number of pressure zones, fire flow requirements, pump stations, and storage tanks.



Pressure

The distribution system must be designed to maintain a minimum pressure of 20 psi at all ground level points in the distribution system under all conditions of flow as required in the design criteria. The design criteria also recommends a normal working pressure in the distribution system of approximately 60 psi, and not less than 35 psi. Near storage tanks, the water main pressure will be less than the required pressures stated above. The department expects water systems to mitigate low pressure around storage tanks and to minimize the amount of distribution main impact. When fire protection is to be provided, system design should be such that fire flows and facilities are in accordance with the requirements of the appropriate regulatory authority (e.g. Insurance Services Office). Discuss how the distribution system will meet the required and recommended distribution system pressures.

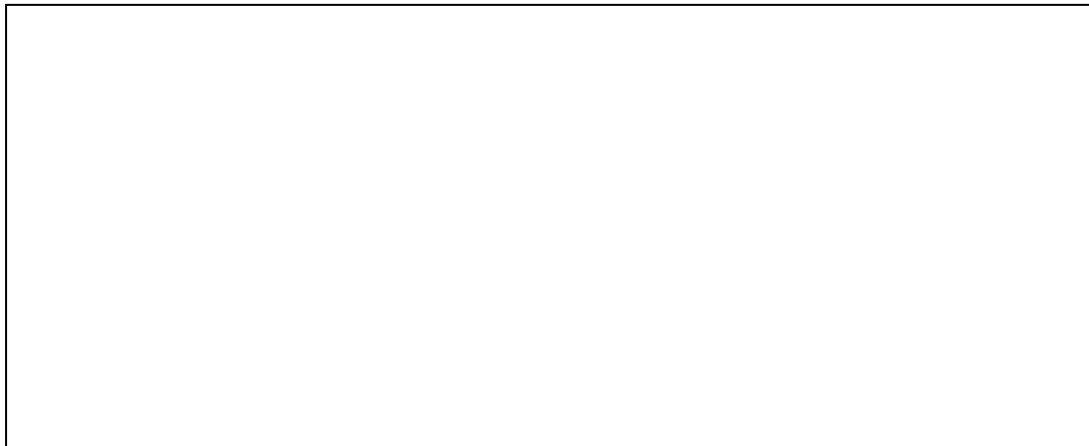


Schematic

Provide a schematic or design drawings of the proposed distribution system as Attachment 5. This schematic may be included in the project area map described in Section 5.3.1.1, if appropriate.

5.3.5 Staffing

Explain how the system has adequate staffing considering proposed treatment, to operate and maintain the system from source to tap and consistently provide safe drinking water that meets all state and federal regulations. Please note that certified operators must be accountable for performing as a minimum, the duties delineated by Regulation 100. If other workers perform these duties, written delegation of duties is expected along with a statement of constraints or conditions requiring consultation with the ORC prior to making adjustments that could affect the quality of the finished water. Please include delegation of tasks as applicable in the operations and maintenance manual (See Section 5.4.3.4).



5.4 Managerial capacity

5.4.1 *Legal ownership of system*

Name:

Address:

Email:

Phone:

Fax:

5.4.2 Organizational chart

Include an organizational chart as Attachment 6.

5.4.3 Plans and policies

5.4.3.1 Monitoring plan

In accordance with Section 11.5 of Regulation 11, all public water systems are required to comply with the Monitoring Plan Rule. Refer to Section 11.5 of Regulation 11 for additional information on requirements. Include a copy of the monitoring plan as Attachment 7. (The division has template monitoring plans available for use [here.](#))

5.4.3.2 Backflow Prevention and Cross-Connection Control Plan

In accordance with Section 11.39 of Regulation 11, all public water systems are required to comply with the Backflow Prevention and Cross-connection Control Rule. Refer to Section 11.39 of Regulation 11 and Policy 7, Backflow Prevention and Cross-connection Control Rule Implementation Policy for additional information on the requirements. Include a copy of the Backflow Prevention and Cross Connection Control Plan as Attachment 8. (The division has a template backflow prevention and cross connection control plan available for use [here.](#))

5.4.3.3 Water efficiency plan

Water efficiency plans are regulated by the Colorado Water Conservation Board. Water efficiency plans are required for system that will sell over 2,000 acre feet of water annually. Include a copy of the water efficiency plan as Attachment 9. (Additional information about water efficiency plan requirements can be found [here.](#)) - Not Applicable

5.4.3.4 Operation and maintenance manual (O&M)

Include an O&M manual as Attachment 10. The O&M manual must be sufficient to meet the needs of the system based on the size of the service area and the scope of the water system. The O&M manual should include, as applicable, a description of the facilities; explanation of start-up and normal operation procedures; sampling schedules; staffing requirements; potential water supply risks; a safety program; delegation of tasks from the certified operators; plans for tracking unaccounted water; available external resources for equipment, emergency water supply, etc.; an emergency response plan; and manufacturer's manuals. (Guidance and a template for O&M manuals can be found [here.](#))

5.4.3.5 Public notification policies

Provide a description of public notification policies as Attachment 11. Describe public education policies, customer complaint policies, and policy for notification of a water quality violation.

5.4.3.6 Ordinance establishing authority

Provide a copy of water system's ordinance or bylaws as Attachment 12 when applicable. The ordinance or bylaws for the water system should give the authority to establish tap fees, water service rates, board members and voting to enable the water system to remain whole.

Not Applicable

If not applicable, please explain.

The Sanctuary of Peace Property Owners Association is established as the governing authority over the water system. The declarations are included as Attachment 12.

5.4.4 Operator in Responsible Charge (ORC) requirements

Please provide the certified treatment operator information below:

Name(s): H2O Water Consultant - David Stanford

Operator identification number: 6107

Certification number:

Certification expiration date:

Please provide the certified distribution system operator information below:

Name(s): H2O Water Consultant - David Stanford

Operator identification number: 6107

Certification number:

Certification expiration date:

Proposed System Operator Certification Level (check one)

Refer to the [Regulation No. 100](#), Water and Wastewater Facility Operators Certification Requirements for operator certification level requirements.

Staff Operator Contract Operator

Treatment: Class D Class C Class B Class A

Distribution: Class 4 Class 3 Class 2 Class 1

Combined Treatment/Distribution: Class S Class T

5.4.5 Record keeping

Describe the system's proposed record retention policy that meets the requirements of the Regulation 11 including: record type, retention period, and record location. Electronic copies of these records are acceptable.

5.5 **Financial capacity**

5.5.1 *Annual budget*

Does/will the new water system prepare an annual budget?

Yes No

Does/will the new water system prepare and maintain a capital improvement plan?

Yes No

Please provide a narrative of the process for annual budgeting and financial planning. Financial planning ensures that revenues are sufficient to meet operation and maintenance, debt service, and capital requirements, establish cash reserves, and meet debt service coverage requirements. The department has many tools and resources to assist with budget preparation and financial planning, which can be found [here](#).

Provide a copy of the annual and five-year budgets as Attachment 13.

5.5.2 *Financial status*

Describe the current multi-year financial planning for the system including O&M costs, required reserve accounts, rate structure, fees, billing, other capital improvement programs, and the new water system's reserve policies. For existing systems that now meet the definition of a public water system (scenario two or three as described in Section 3.1), please include a description of the system's current financial status and existing debt.

5.5.3 5-year cash flow projection

Include a copy of the five year cash flow projection as Attachment 14. Include projected revenues, expenditures, O&M reserve and capital and O&M expenses for the water system.

5.5.4 Available capital

Describe the new water system's funding capacity including available sources and limitations for public and/or private capital that are available to the system.

5.5.5 Audits

Local governments are required by State Statute (29-1 Part 6 et seq., C.R.S.) to submit audits to the Department of Local Affairs. Please describe the system's policy for preparation and submittal of audit documents.

Not applicable (please explain)

5.5.6 Insurance

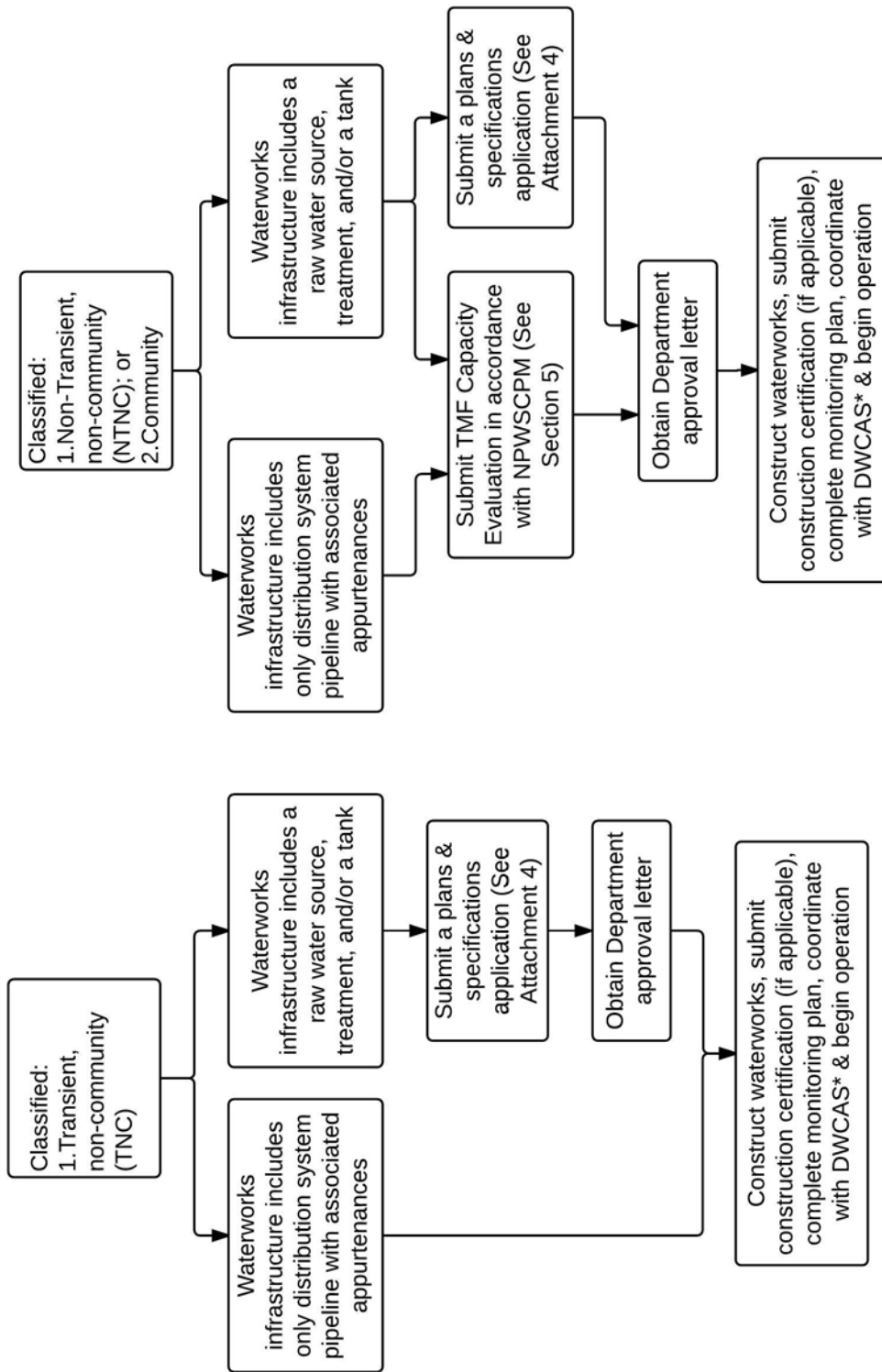
Does/will the system maintain general liability insurance? While insurance is not a requirement, lack of insurance could affect a system's ability to repay a loan or other obligations if anything should happen. A lack of liability insurance may have an impact on a system's ability to qualify for a loan.

- Yes - Include documentation of general liability insurance as Attachment 15.
- No, please explain

5.5.7 Capital costs for infrastructure

Summarize the capital costs of the new water system infrastructure. The five year cash flow projection included in Attachment 14 must reflect the capital and operation and maintenance costs associated with construction of the water system infrastructure.

Figure 1. Work flow and start of operations



* DWCAS - Drinking Water Compliance Assurance Section

Figure 2. TMF capacity assessment checklist

5.1 General information

System name: _____

PWSID (if applicable): _____

Applicant information:

Name: _____

Address: _____

Email: _____

Phone: _____

Consulting Engineer Information (if applicable):

Note: A professional engineer registered in the State of Colorado is not required to prepare the TMF capacity assessment. Professional engineers that do complete the TMF capacity assessment must follow the applicable requirements of the Department of Regulatory Agencies. See Section 3, general information and frequently asked questions, and Attachment 4 for submission of the plans and specifications.

Name: _____

Address: _____

Email: _____

Phone: _____

Signatures:

This TMF capacity evaluation was prepared by: _____
(Print name)

Signature: _____ Date: _____

Authorized applicant signature: _____ Title: _____ Date: _____

5.2 Executive summary			
Capacity requirement	Applicability (Yes or N/A)*	Documentation and location within submittal	Comments
5.2.1 Initial and future service area description			
5.2.2 Initial and future population demands			
5.2.3 Description of proposed facilities			

5.3 Technical capacity			
Capacity requirement	Applicability (Yes or N/A)*	Documentation and location within submittal	Comments
5.3.1.1 Map showing a minimum of a three mile radius around the project area that includes environmental features, initial and future service area, proposed facilities, existing and proposed wastewater outfalls, and new or affected sources			
5.3.1.2 Conformance with regional long term plans			
5.3.1.3.a Consideration of local and regional planning efforts including water quality and/or quantity			
5.3.1.3.b Consideration of consolidation with another water system/treatment facility			
5.3.2 Forecast for population growth, projected increase in Equivalent Residential Taps(ERTs), and projected water demands			
5.3.3.1 Water resource management plan for the source water			
5.3.3.2 Adequacy of source water to meet projected needs			
5.3.3.3 Water rights description			
5.3.4.1 Plans and specifications for the proposed sources, treatment, and storage infrastructure			
5.3.4.2.a Finished water distribution system description			
5.3.4.2.b Distribution system pressure description			
5.3.4.2.c Schematic or design drawings of the distribution system			
5.3.5 Discussion of adequacy of staffing			

* If N/A, provide justification in comment column

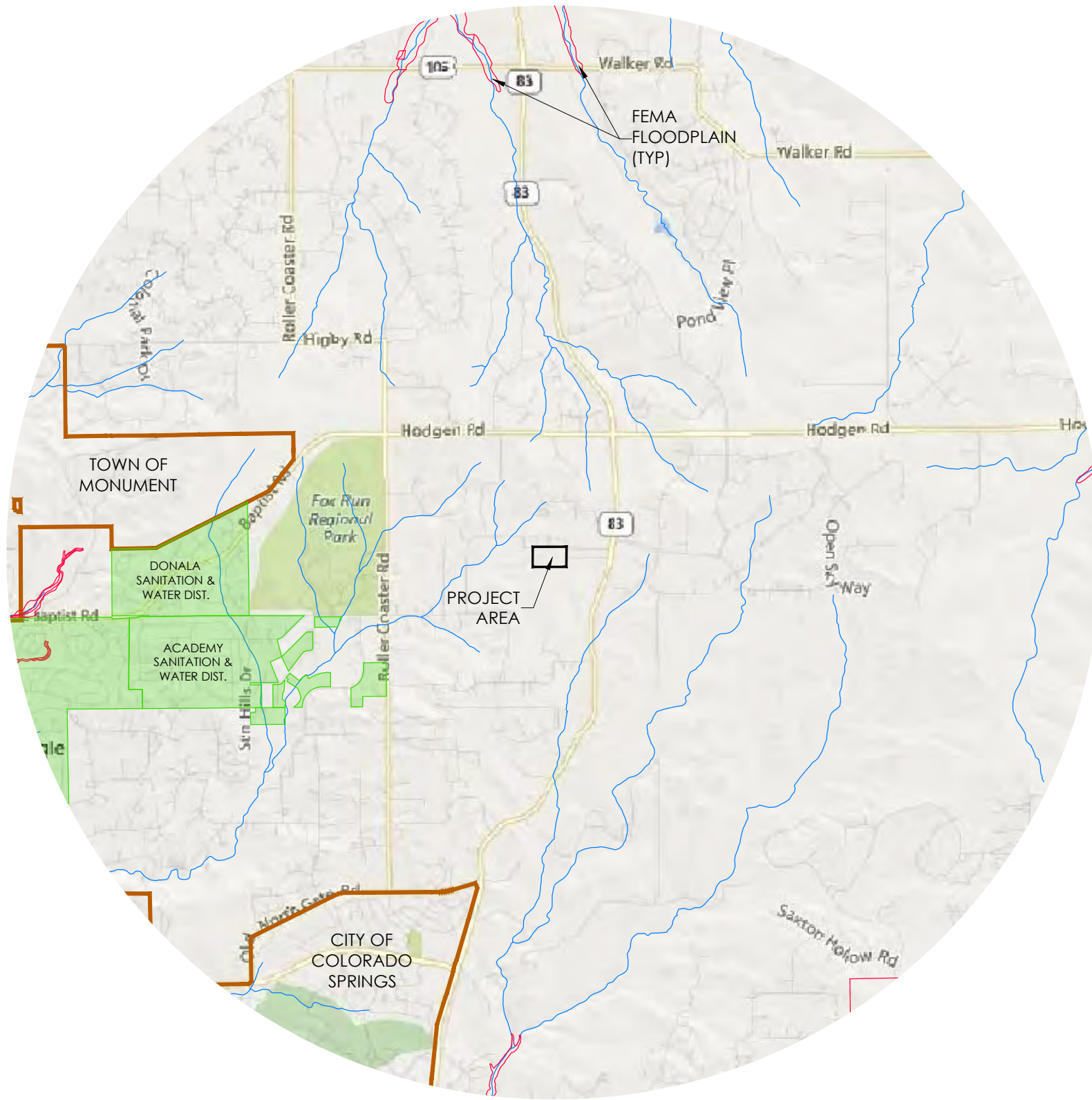
5.4 Managerial capacity			
Capacity requirement	Applicability (Yes or N/A)*	Documentation and location within submittal	Comments
5.4.1 Legal ownership			
5.4.2 Organizational chart			
5.4.3.1 Monitoring plan			
5.4.3.2 Backflow prevention and cross-connection control plan			
5.4.3.3 Water efficiency plan			
5.4.3.4 Operation and maintenance manual			
5.4.3.5 Public notification policy			
5.4.3.6 Ordinance or bylaw that gives the water system authority to establish tap fees, water service fees, board members, and voting to enable the water system to remain whole			
5.4.4 Operator in responsible charge for the treatment and distribution system that meets the requirements of Regulation 100			
5.4.5 Record retention policy			

5.5 Financial capacity			
Capacity requirement	Applicability (Yes or N/A)*	Documentation and location within submittal	Comments
5.5.1.a Annual budget			
5.5.1.b Capital improvement plan			
5.5.1.c 5-year budget			
5.5.2 Description of multi-year financial plan for the system including O&M costs, required reserve accounts, rate structure, fees, billing, other capital improvement programs, and the water system's reserve policies			
5.5.3 5-year cash flow projection			
5.5.4 Description of funding sources available for public and/or private capital			
5.5.5 Policy for preparation and submittal of audit documents			
5.5.6 Documentation of general liability insurance			
5.5.7 Estimate for capital costs for the new water system infrastructure			

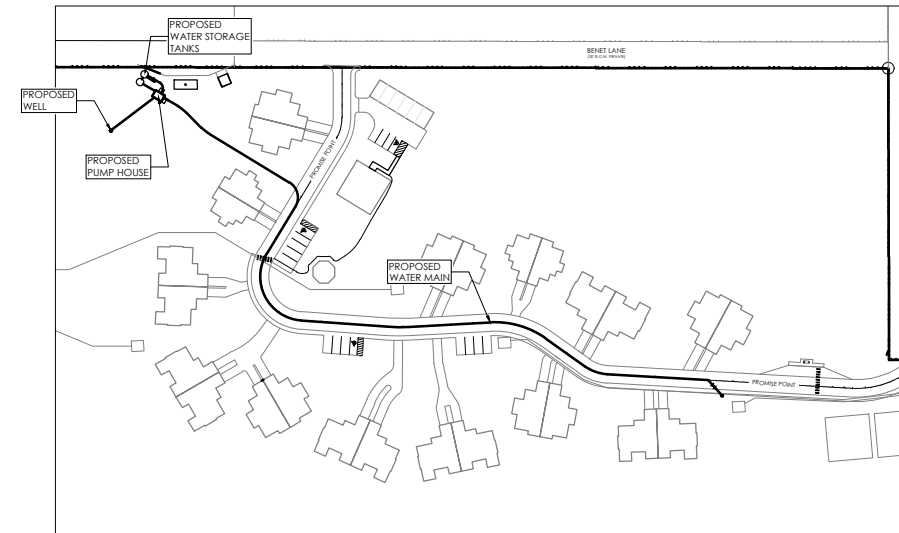
* If N/A, provide justification in comment column

Attachment 1
Project area map

PROJECT AREA MAP



OVERALL PROJECT AREA MAP
SCALE: 1" = 1/3 MILE



PROJECT AREA
SCALE: 1" = 100'

BENCHMARK



REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

SANCTUARY OF PEACE
RESIDENTIAL COMMUNITY

PROJECT AREA MAP

MVE PROJECT 61087
MVE DRAWING -WSYS-PROJECT-

FEBRUARY 14, 2020
SHEET 1 OF 1

Attachment 2

Population projection

- Method 1: Population based projections. Recommended for primarily residential systems and/or for systems without water meter data.
- Method 2: Equivalent Residential Taps (ERT) Analysis. Recommended for systems with a high multifamily, commercial, industrial, irrigation demands.
- Other

Projecting Water Flows Method 1: Population based projections

Assumptions/data	Information source
Current system population	People
Current service area population (if providing water to neighboring community)	People
Population growth rates	percent increase/year
Average daily per capita flow rate	Gallons per capita day
Maximum daily per capita flow rate	Gallons per capita day
Peak hour factor	

Year	System population	Service area population (if different)	Average daily flow	Maximum daily flow	Peak hour flow
+0					
+5					
+10					
+15					
+20					

Attachment 3

Water rights



December 16, 2019

Benet Hill Monastery of Colorado Springs, Inc.

3190 Benet Lane
Colorado Springs, CO 80921

**Re: *Water Supply for Sanctuary of Peace Filing No. 1
Project No. 61087***

Dear Benet Hill Monastery:

The following describes the water supply to serve the proposed Sanctuary of Peace residential community located on approximately 49.58 acres being a portion of the SE1/4 & SW1/4 Section 27, T11S, R66W of the 6th P.M., El Paso County, Colorado (Subject Property).

The Sanctuary of Peace residential community will be composed of 27 single-family residential lots, 4 tracts with private access road, parking, landscaping, three (3) full spectrum sand filter basins and four (4) Onsite Wastewater Treatment Systems. The residential structures are single-family attached, so that the proposed development will have 13 single-family-attached structures (26 residential units) on 26 lots and one (1) Private Sanctuary Club House Building on one (1) lot. These lots are clustered on 3.09 acres, 0.69 acres of paved roads and other improvements, totaling 5.15 acres which is to be developed out of the parcel's total acreage of 49.58 acres. Planned housing types include single story one (1) and two (2) bedroom attached units. The plan proposes 14 one-bedroom, 12 two-bedroom single-story residences, and one (1) private Sanctuary Club House having 4 guest bedrooms for use by guests of property owners within the development.

This letter is based on a decree entered in Consolidated Case Nos. 18CW3019, and c/r 18CW3040, Div.1 (decree/copy attached), and the decree establishes the right to one central/communal well, Benet Well No. 1 to be located on the Applicant's Property at a specific location not yet determined, to be constructed to the not-nontributary Dawson aquifer for use as a central water supply to communal development of a portion on Applicant's property. The system will be designed by a Colorado registered professional engineer and will be reviewed and approved by the State of Colorado Department of Public Health and Environment (CDPHE). Proposed wastewater treatment will be by non-evaporative septic leach field systems installed and operated as described in a separate wastewater disposal report. The wastewater disposal system is key to maintaining compliance with the provisions of said decree.

The decreed plan for augmentation uses the nontributary water rights in the Arapahoe and Laramie-Fox Hills aquifers, and approves a plan for augmentation for use of the Dawson aquifer well to serve each lot for a minimum 300 year water supply period.

AMOUNTS DECREED AND AVAILABLE

The decreed amount of Dawson aquifer groundwater is not-nontributary, and the decreed amount of Laramie-Fox Hills aquifer groundwater is nontributary. The following annual amount is decreed and is based on annual withdrawals over a 300 year period (one acre-foot is 325,851 gallons):

***Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com***

Depletions caused by pumping water from the Dawson aquifer shall be replaced as provided and decreed. Annual withdrawals from the Dawson aquifer shall not exceed 8.37 acre feet (2,727,373 gallons) per Benet Well No.1, nor more than 8.37 acre feet total. The State or Division Engineer shall curtail the pumping of more than those amounts from the Dawson aquifer. Applicants shall also reserve 1,414 acre-feet of their nontributary Laramie-Fox Hills aquifer and 1087 acre-feet of water from the nontributary Arapahoe aquifer water rights for the replacement of post-pumping depletions. The remaining 282 acre feet of Laramie-Fox Hills aquifer water rights will also be reserved, to serve as a source of water for Applicants' wells for 50 years after the expiration of the augmentation plan, as required to meet El Paso County's 300 year water requirement for approval of subdivisions utilizing non-renewable water resources for their source of water supply.

WATER SUPPLY

The residential lots (up to twenty-six potential as assumed in the Decree) will be served by individual nontributary Dawson aquifer wells to be permitted and to operate pursuant to an augmentation plan as approved in the Decree. The Decree allows Benet Well No.1 to pump 8.37 acre feet of water from the Dawson aquifer annually for 300 years for the following uses:

- | | |
|------------------------------------|--|
| A. Household Use Only: | 5.3 acre-feet per year |
| B. Landscape Irrigation | 1.3 acre-feet per year limited to irrigation of 26,000 square feet of landscape irrigation |
| C. Community Building (Inside Use) | 0.13 acre-feet per year |
| D. Common Garden | 1.64 acre-feet per year |

The water supply for the residential lots using Benet Well No.1 pursuant to the augmentation plan approved in the Decrees is sufficient and satisfies the 300 year supply requirement of El Paso County.

WATER QUALITY

M.V.E., inc. has examined water quality testing results for a nearby existing well. The water samples were drawn from the water well fixtures connected to the State of Colorado permitted well of the Dawson Aquifer at the Benet Hill Monastery which is located within one-half mile of the proposed new well for Sanctuary of Peace Filing No. 1. The samples were taken 2/13/19 and 12/6/19. Testing for the required contaminants was performed by Colorado Analytical Laboratory, Hazen Research, Inc. and El Paso County Public Health Laboratory. The examined reports contain tests for each of the required contaminants in accordance with The El Paso Land Development Code. The Dawson Aquifer is a confined aquifer. M.V.E. Inc. compared the test results to the Maximum Contaminant Level (MCL) for each substance and found all results to be within acceptable levels in accordance with El Paso County standards contained in the referenced letter. Therefore, we recommend that the El Paso County Health Department and El Paso County Attorney's office make a finding of sufficiency for water quality for the Providence Point Estates final plat.

Water Supply for Sanctuary of Peace Filing No. 1

December 16, 2019

Page 3

Contact our office should you have any question concerning this water information.

Very truly yours,

M.V.E., Inc. COLORADO
CHAS. C. CRUM
Charles C. Crum, P.E.
CCC:sh 11/18/19
Z:\61087\Documents\Correspondance\61087 SOP Water Resource & Supply Letter.odt

Enc. Water Decree, Water Testing Results

*M.V.E., Inc. • Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com*

Exhibit B to Sanctuary of

DISTRICT COURT, WATER DIVISION 2, CO Court Address: 501 North Elizabeth Street, Suite 116 Pueblo, CO 81003 Phone Number: (719) 404-8832	Peace Declarations DATE FILED: August 28, 2018 8:42 AM CASE NUMBER: 2018CW3019
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: SISTERS OF THE BENET HILL MONASTERY IN EL PASO COUNTY	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> Case No.: 18CW3019 (c/r 18CW3040, Div. 1)
FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE	

THIS MATTER comes before the Court on the Application filed by the Sisters of the Benet Hill Monastery, and having reviewed said Application and other pleadings on file, and being fully advised on this matter, the Court makes the following findings and orders:

GENERAL FINDINGS OF FACT

1. The applicants in this case are the Sisters of the Benet Hill Monastery, whose address is 3190 Benet Lane, Colorado Springs, CO 80921 ("Applicant"). Applicant is the owner of the land totaling approximately 50.36 acres on which the structure sought to be adjudicated herein is located, and is the owner of the place of use where the water will be put to beneficial use.
2. The Applicant filed this Application with the Water Courts for both Water Divisions 1 and 2 on February 28, 2018. The Application was referred to the Water Referees in both Divisions 1 and 2 on or about March 2, 2018.
3. The time for filing statements of opposition to the Application expired on the last day of April 2018. No Statements of Opposition were timely filed, and the time for filing such statements of opposition has now passed.
4. A Motion for Consolidation of the cases into Water Division 2 was filed with the Colorado Supreme Court on May 1, 2018. The Panel on Consolidated Multidistrict Litigation certified the Motion for Consolidation to the Chief Justice on May 2, 2018. Chief Justice, Nancy E. Rice, granted the Motion for Consolidation by Order dated May 30, 2018.

5. On March 2, 2018, the Water Court, Division 1 on Motion from Applicant, ordered that consolidated publication be made by only Division 2. On March 2, 2018, the Water Court, Division 2 ordered that publication occur in the *Daily Transcript* within El Paso County.

6. The Clerk of this Court has caused publication of the Application filed in this matter as provided by statute and the publication costs have been paid. On March 23, 2018, proof of publication in the *Daily Transcript* was filed with both Water Court Divisions 1 and 2. All notices of the Application have been given in the manner required by law.

7. Pursuant to C.R.S. §37-92-302(2), the Office of the State Engineer has filed Determination of Facts for each aquifer with this Court on May 10, 2018.

8. Pursuant to C.R.S. §37-92-302(4), the office of the Division Engineer for Water Division 2 has filed its Consultation Report dated June 22, 2018, with the Court, and a Response to the Consultation Report was filed by the Applicant on July 30, 2018. Both the Consultation Report and Response have been considered by the Water Referee in the entry of this Ruling.

9. The Water Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties whether they have appeared or not. The land and water rights involved in this case are not within a designated groundwater basin.

GROUNDWATER RIGHTS

10. The Applicant requests the adjudication of an underground water right for Benet Well No. 1 to be constructed to the Dawson aquifer and additional or replacement wells associated therewith for withdrawal of Applicant's full entitlements of supply under the plan for augmentation sought herein. Applicant also seeks quantification and adjudication of water from the Denver, Arapahoe, and Laramie-Fox Hills aquifers. The following findings are made with respect to such underground water rights:

11. The land overlying the groundwater subject to the adjudication in this case is owned by the Applicant and consists of approximately 50.36 acres, more or less. As more particularly described on attached **Exhibit A**, and depicted in the attached **Exhibit B** map, Applicant's Property is located in:

The $W\frac{1}{2} W\frac{1}{2} SW\frac{1}{4} SW\frac{1}{4}$, and the $S\frac{1}{2} N\frac{1}{2} SW\frac{1}{4}$ and the $S\frac{1}{2} S\frac{1}{2} NW\frac{1}{4} SE\frac{1}{4}$ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado.

Applicant is decreed the right to one central/communal well, Benet Well No. 1, to be located on the Applicant's Property at a specific location not yet determined, to be

constructed to the Dawson aquifer for use as a central water supply to communal development of a portion of Applicant's Property. All groundwater adjudicated herein shall be withdrawn from the overlying land.

12. There are no lienholders on the Applicant's Property, and therefore the notice requirements of C.R.S. §37-92-302 are inapplicable.

13. Benet Well No. 1: Benet Well No. 1 is to be located on the Applicant's Property. Applicant is awarded the vested right to use Benet Well No. 1, along with any necessary additional or replacement wells associated with such structure, for the extraction and use of groundwater from the not-nontributary Dawson aquifer pursuant to the Plan for Augmentation decreed herein, or as may in the future be supplemented or amended. Upon entry of this decree and submittal by the Applicant of a complete well permit application and filing fee, the State Engineer shall issue a permit for Benet Well No. 1 pursuant to C.R.S. §37-90-137(4), consistent with and references the Plan for Augmentation decreed herein.

14. Of the statutorily described Denver Basin aquifers, the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers all exist beneath the Applicant's Property. The Dawson and Denver aquifers underlying the Applicant's Property contain not-nontributary water, while the water of the Arapahoe and Laramie-Fox Hills aquifers underlying the Applicant's Property are nontributary. The quantity of water in the Denver Basin aquifers exclusive of artificial recharge underlying the Applicant's Property is as follows:

Groundwater Quantification								
AQUIFER	ELEVATION		NET SAND (ft)	DEPTH (ft)		TOTAL (AF)	Annual Average Withdrawal (Acre Feet)	
	Bottom	Top		Bottom	Top		100 Years	300 Years
Dawson (NNT)	6595	7329	365	905	171	3680	36.8	12.26
Denver (NNT)	5777	6604	545	1723	896	4670	46.7	-
Arapahoe (NT)	5237	5720	225	2263	2263	1930	19.3	-
Laramie Fox Hills (NT)	4484	4799	190	3016	2701	1440	14.4	-

15. Pursuant to C.R.S. §37-90-137(9)(c.5)(I), the augmentation requirements for wells in the not-nontributary Dawson requires the replacement to the affected stream systems of actual stream depletions on an annual basis, to the extent necessary to prevent injurious effect, based upon actual aquifer conditions. The Applicant's Property is more than one mile from any point of contact between any natural surface stream, including its alluvium, and the aquifer, and therefore pursuant to C.R.S. §37-90-

137(9)(c.5), Applicant must replace 4% of pumping for withdrawals from the Denver aquifer. Applicant shall not be entitled to construct a well or use water from the non-tributary Dawson or Denver aquifers except pursuant to an approved augmentation plan in accordance with C.R.S. §37-90-137(9)(c.5), including as decreed herein as concerns the Dawson aquifer and Benet Well No. 1.

16. Applicant shall be entitled to withdraw all legally available groundwater in the Denver Basin aquifers underlying Applicant's Property. Said amounts can be withdrawn over the 300-year life of the aquifers as set forth in El Paso County, Colorado Land Development Code §8.4.7(C)(1) which requirements also satisfy the 100-year life for the aquifers as set forth in C.R.S. §37-90-137(4), or withdrawn over a longer period of time based upon local governmental regulations or Applicant's water needs. The average annual amounts of ground water available for withdrawal from the underlying Denver Basin aquifers, based upon both a 100-year and 300-year aquifer life, as applicable, is determined and set forth above, based upon the May 10, 2018 Office of the State Engineer Determination of Facts.

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

18. Applicant shall have the right to use the ground water for all beneficial uses upon the Applicant's Property consisting of domestic, commercial, irrigation, stock water, recreation, wildlife, wetlands, fire protection, piscatorial, and for storage and augmentation associated with such uses. The amount of groundwater decreed for such uses upon the Applicant's Property is reasonable as such uses are to be made for the long term use and enjoyment of the Applicant's Property and are to establish and provide for adequate water reserves. The nontributary groundwater, excepting such water reserved for post pumping depletions in the Plan for Augmentation decreed herein, may be used, reused, and successively used to extinction, both on and off the Applicant's Property subject, however, to the relinquishment of the right to consume two percent of such nontributary water withdrawn. Applicant may use such water by immediate application or by storage and subsequent application to the beneficial uses and purposes stated herein. Provided however, as set forth above, Applicant shall only be entitled to construct a well or use water from the not-nontributary Dawson and Denver aquifers pursuant to a decreed augmentation plan entered by the Court, including that plan for augmentation decreed herein as concerns the Dawson aquifer and Benet Well No. 1.

19. Withdrawals of groundwater available from the Denver Basin aquifers

beneath the Applicant's Property in the amounts determined in accordance with the provisions of this decree will not result in material injury to any other vested water rights or to any other owners or users of water.

PLAN FOR AUGMENTATION

20. The structure to be augmented is Benet Well No. 1 in the not-nontributary Dawson aquifer underlying the Applicant's Property, along with any additional or replacement wells associated therewith.

21. Pursuant to C.R.S. §37-90-137(9)(c.5), the augmentation obligation for Benet Well No. 1 and any additional or replacement wells constructed to the Dawson aquifer requires the replacement of actual stream depletions to the extent necessary to prevent any injurious effect. The water rights to be used for augmentation during pumping are the septic return flows of the not-nontributary Benet Well No. 1, to be pumped as set forth in this plan for augmentation. The water rights to be used for augmentation after pumping are a reserved portion of Applicant's nontributary water rights in the Arapahoe and Laramie-Fox Hills aquifers. Applicant shall provide for the augmentation of stream depletions caused by pumping the Benet Well No. 1 as approved herein. Water use criteria as follows:

A. Use: The Benet Well No. 1 may pump up to 8.37 acre feet of water from the Dawson aquifer annually for the following uses:

i. Household Use Only: 0.20 acre feet annually within up to 26 residential dwellings and 0.10 average acre feet annually within the community building, with a maximum of ten percent consumptive use based on a nonevaporative septic leach field disposal system(s). The annual consumptive use for all indoor use would therefore be 5.3 acre feet, with total return flows of 4.77 acre feet. Any other type of waste water disposal shall require an amendment to this plan of augmentation.

ii. Landscape Irrigation: 0.05 acre feet annually per 1,000 square feet (2.18 acre feet per acre) per year, with an 85% assumed consumptive use rate. The annual consumptive use for all lawn and landscape irrigated is therefore 1.19 acre feet, assuming a maximum of 1,000 square feet per communal residence, or a total of 26,000 square feet of landscape irrigation.

iii. Community Building (inside use): Varying inside uses of water within the Community Building are anticipated to require pumping of approximately 0.13 acre feet on average, which being 10% consumptive will result in consumptive use of 0.013 acre feet annually, and return flows of 0.117 acre feet annually.

iv. Common Garden: At an application rate of 2.18 acre feet annually per irrigated acre and an 85% assumed consumptive use rate, based 0.75 acre of garden

to be irrigated, consumptive use will be approximately 1.38 acre feet.

v. Fire Cisterns: Applicant has agreed to maintain a total amount of 60,000 gallons (0.18 acre feet) of water in storage for emergency firefighting uses. Such quantities are conservatively estimated to be replaced/used annually, though these nonpotable supplies may be maintained for extended periods of time when no firefighting uses are necessary.

The foregoing figures assume the use of the equivalent of 26 septic systems, with resulting return flows from each, or one-or more multi-dwelling commercial-type septic systems with similar resulting return flows. Should Applicant construct fewer than 26 residential dwellings on Applicant's property, both depletions and return flows for the replacement of the same will be correspondingly reduced, though pumping for uses other than household use may be increased provided at all times septic return flows shall replace the maximum depletions resulting from pumping (23%) as described in Paragraph 21.B., below.

B. Depletions: Applicant's consultant has determined that maximum stream depletions over the 300-year pumping period will amount to approximately twenty-three percent (23%) of pumping. Maximum annual depletions for total residential pumping from all wells is therefore 1.93 acre feet in year 300. Should Applicant's pumping be less than the 8.37 acre feet per lot described herein, or should fewer residences or amenities be developed, resulting depletions and required replacements will be correspondingly reduced.

C. Augmentation of Depletions During Pumping Life of Well: Pursuant to C.R.S. §37-90-137(9)(c.5), Applicant is required to replace actual stream depletions attributable to pumping of the Benet Well No. 1. Applicant's consultant has determined that depletions during pumping will be effectively replaced by return flows from non-evaporative septic system(s). The annual consumptive use for non-evaporative septic systems is 10% per year. At a use rate of 0.20 acre feet per residence per year and a community building indoor use of 0.10 average acre feet per year, a total of approximately 5.30 acre feet will be pumped for indoor uses, with 4.77 acre feet replaced to the stream system per year, utilizing non-evaporative septic systems. Thus, during pumping, the estimated maximum stream depletions of 1.93 annual acre feet will be more than adequately augmented.

D. Augmentation of Post Pumping Depletions: This plan for augmentation shall have a pumping period of a minimum of 300 years. For the replacement of any injurious post-pumping depletions which may be associated with the use of the Benet Well No. 1, Applicant will reserve 1,414 acre feet of water from the nontributary Laramie Fox Hills aquifer and 1,097 acre feet of water from the nontributary Arapahoe aquifer, representing maximum pumping of 2,511 acre feet less stream depletions replaced during the plan pumping period, or such greater amounts from the

nontributary Laramie-Fox Hills aquifer and/or Arapahoe aquifer as necessary to replace any injurious post pumping depletions. Applicant also reserves the right to substitute other legally available augmentation sources for such post pumping depletions upon further approval of the Court under its retained jurisdiction. Even though this reservation is made, under the Court's retained jurisdiction, Applicant reserves the right in the future to prove that post pumping depletions will be noninjurious. The reserved nontributary groundwater will be used to replace any injurious post-pumping depletions. Upon entry of a decree in this case, the Applicant will be entitled to apply for and receive a new well permit for the Benet Well No. 1 for the uses in accordance with this Application and otherwise in compliance with C.R.S. §37-90-137.

22. Because depletions occur to both the South Platte and Arkansas River systems under the State's groundwater flow model, the Application in this case was filed in both Water Divisions 1 and 2. The return flows set forth above as augmentation will accrue to only Arkansas River system where most of the depletions will occur and where the Applicant's Property is located. Under this augmentation plan, the total amount of depletions will be replaced to the Arkansas River system as set forth herein, and the Court finds that those replacements are sufficient under this augmentation plan subject to Paragraphs 41-45 herein.

23. This decree, upon recording, shall constitute a covenant running with Applicant's Property, benefitting and burdening said land, and requiring construction of well(s) to the nontributary Arapahoe and Laramie-Fox Hills aquifers and pumping of water therefrom to replace any injurious post-pumping depletions under this decree. Subject to the requirements of this decree, in order to determine the amount and timing of post-pumping replacement obligations, if any, under this augmentation plan, Applicant or its successors shall use information commonly used by the Colorado Division of Water Resources for augmentation plans of this type at the time. Pursuant to this covenant, the water from the reserved portions of the nontributary Arapahoe and Laramie-Fox Hills aquifers, as reserved herein, may not be severed in ownership from the overlying subject property. This covenant shall be for the benefit of, and enforceable by, third parties owning vested water rights who would be materially injured by the failure to provide for the replacement of post-pumping depletions under the decree, and shall be specifically enforceable by such third parties against the owner of the Applicant's Property.

24. Applicant or its successors shall be required to initiate pumping from the Arapahoe and/or Laramie-Fox Hills aquifers for the replacement of post-pumping depletions when either: (i) the absolute total amount of water available from the Dawson aquifer allowed to be withdrawn under the plan for augmentation decreed herein has been pumped; (ii) the Applicant or its successors in interest have acknowledged in writing that all withdrawals for beneficial use through the Benet Well No. 1 have permanently ceased, (iii) a period of 10 consecutive years where either no withdrawals of groundwater has occurred, or (iv) accounting shows that return flows from the use of the water being withdrawn is insufficient to replace depletions caused by the withdrawals that already

occurred.

25. Accounting and responsibility for post-pumping depletions in the amount set forth herein shall continue for the shortest of the following periods: (i) the period provided by statute; (ii) the period specified by any subsequent change in statute; (iii) the period required by the Court under its retained jurisdiction; (iv) the period determined by the State Engineer; or (v) the period as established by Colorado Supreme Court final decisions. Should Applicant's obligation hereunder to account for and replace such post-pumping stream depletions be abrogated for any reason, then the Laramie-Fox Hills aquifer groundwater reserved for such a purpose shall be free from the reservation herein and such groundwater may be used or conveyed by its owner without restriction for any post-pumping depletions.

26. The term of this augmentation plan is for a minimum of 300 years, however, the length of the plan for a particular well or wells may be extended beyond such time provided the total plan pumping allocated to such well or wells is not exceeded. Should the actual operation of this augmentation plan depart from the planned diversions described in Paragraph 21 such that annual diversions are increased or the duration of the plan is extended, the Applicant must prepare and submit a revised model of stream depletions caused by the actual pumping schedule. This analysis must utilize depletion modeling acceptable to the State Engineer, and to this Court, and must represent the water use under the plan for the entire term of the plan to date. The analysis must show that return flows have equaled or exceeded actual stream depletions throughout the pumping period and that reserved nontributary water remains sufficient to replace post-pumping depletions.

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

28. It is determined that the timing, quantity and location of replacement water under the protective terms in this decree are sufficient to protect the vested rights of other water users and eliminate material injury thereto. The replacement water shall be of a quantity and quality so as to meet the requirements for which the water of senior appropriators has normally been used, and provided of such quality, such replacement water shall be accepted by the senior appropriators for substitution for water derived by the exercise of the Benet Well No. 1. As a result of the operation of this plan for augmentation, the depletions from the Benet Well No. 1 and any additional or replacement wells associated therewith will not result in material injury to the vested water rights of others.

CONCLUSIONS OF LAW

29. The application for adjudication of Denver Basin groundwater and approval of plan for augmentation was filed with the Water Clerks for Water Divisions 1 and 2, pursuant to C.R.S. §§37-92-302(1)(a) and 37-90-137(9)(c). These cases were properly consolidated before Water Division 2.

30. The Applicant's request for adjudication of these water rights is contemplated and authorized by law, and this Court and the Water Referee have exclusive jurisdiction over these proceedings. C.R.S. §§37-92-302(1)(a), 37-92-203, and 37-92-305.

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

32. The Applicant has complied with C.R.S. §37-90-137(4), and the groundwater is legally available for withdrawal by the requested nontributary well(s), and legally available for withdrawal by the requested not-nontributary well(s) upon the entry of this decree approving an augmentation plan pursuant to C.R.S. §37-90-137(9)(c.5). Applicant is entitled to a decree from this Court confirming its rights to withdraw groundwater pursuant to C.R.S. §37-90-137(4).

33. The Denver Basin water rights applied for in this case are not conditional water rights, but are vested water rights determined pursuant to C.R.S. §37-90-137(4). No applications for diligence are required. The claims for nontributary and not-nontributary groundwater meet the requirements of Colorado Law.

34. The determination and quantification of the nontributary and not-nontributary groundwater rights in the Denver Basin aquifers as set forth herein is contemplated and authorized by law. C.R.S. §§37-90-137, and 37-92-302 through 37-92-305.

35. The Applicant's request for approval of a plan for augmentation is contemplated and authorized by law. If administered in accordance with this decree, this plan for augmentation will permit the uninterrupted diversions from the Benet Well No. 1 without adversely affecting any other vested water rights in the Arkansas River and South Platte River or their tributaries and when curtailment would otherwise be required to meet a valid senior call for water. C.R.S. §§37-92-305(3),(5), and (8).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

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

37. The Application for Adjudication of Denver Basin Groundwater and for Approval of Plan for Augmentation proposed by the Applicant is approved, subject to the terms of this decree.

38. The Applicant has furnished acceptable proof as to all claims and, therefore, the Application for Adjudication of Groundwater and Plan for Augmentation, as requested by the Applicant, is granted and approved in accordance with the terms and conditions of this decree. Approval of this Application will not result in any material injury to senior vested water rights.

39. The Applicant shall comply with C.R.S. §37-90-137(9)(b), requiring the relinquishment of the right to consume two percent (2%) of the amount of the nontributary groundwater withdrawn. Ninety-eight percent (98%) of the nontributary groundwater withdrawn may therefore be consumed. No plan for augmentation shall be required to provide for such relinquishment.

40. The State Engineer, the Division Engineer, and/or the Water Commissioner shall not curtail the diversion and use of water covered by the Benet Well No. 1 so long as the return flows from the annual diversions associated with the Benet Well No. 1 accrue to the stream system pursuant to the conditions contained herein. To the extent that Applicant or one of its successors or assigns is ever unable to provide the replacement water required, then the Benet Well No. 1 shall not be entitled to operate under the protection of this plan, and shall be subject to administration and curtailment in accordance with the laws, rules, and regulation of the State of Colorado. Pursuant to C.R.S. §37-92-305(8), the State Engineer shall curtail all out-of-priority diversions which are not so replaced as to prevent injury to vested water rights. In order for this plan for augmentation to operate, return flows from the septic system(s) discussed herein shall at all times during pumping be in an amount sufficient to replace the amount of stream depletions.

41. The Court retains jurisdiction over this matter to make adjustments in the allowed average annual amount of withdrawal from the Denver Basin aquifers, either upwards or downwards, to conform to actual local aquifer characteristic, and that the Applicant need not refile, republish, or otherwise amend this application to request such adjustments. The Court further retains jurisdiction should the Applicant later seek to amend this decree by seeking to prove that post-pumping depletions are noninjurious, that the extent of replacement for post-pumping depletions is less than the amount of water reserved herein, and other post-pumping matters addressed in Paragraph 21.D.

A. At such time as adequate data may be available, Applicant or the State Engineer may invoke the Court's retained jurisdiction as provided in this Paragraph 41 for purposes of making a final determination of water rights as to the quantities of water available and allowed average annual withdrawals from any of the Denver Basin aquifers quantified and adjudicated herein. Any person seeking to invoke the Court's retained jurisdiction for such purpose shall file a verified petition with the Court setting forth with particularity the factual basis for such final determination of Denver Basin water rights under this decree, together with the proposed decretal language to effect the petition. Within four months of the filing of such verified petition, the State Engineer's Office shall utilize such information as available to make a final determination of water rights finding, and shall provide such information to the Court, Applicant, and the petitioning party.

B. If no protest is filed with the Court to such findings by the State Engineer's Office within sixty (60) days, this Court shall incorporate by entry of an Amended Decree such "final determination of water rights", and the provisions of this Paragraph 41 concerning adjustments to the Denver Basin ground water rights based upon local aquifer conditions shall no longer be applicable. In the event of a protest being timely filed, or should the State Engineer's Office make no timely determination as provided in Paragraph 41.A., above, the "final determination of water rights" sought in the petition may be made by the Water Court after notice to all parties and following a full and fair hearing, including entry of an Amended Decree, if applicable in the Court's reasonable discretion.

42. Pursuant to C.R.S. §37-92-304(6), the Court shall retain continuing jurisdiction over the plan for augmentation decreed herein for reconsideration of the question of whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others, as pertains to the use of Denver Basin groundwater supplies adjudicated herein for augmentation purposes. The court also retains continuing jurisdiction for the purpose of determining compliance with the terms of the augmentation plan.

43. As pertains to the Denver Basin groundwater supplies, the court shall retain continuing jurisdiction for so long as Applicant is required to replace depletions to the Arkansas stream system, to determine whether the replacement of depletions to Arkansas stream system instead of the South Platte stream system is causing material injury to water rights tributary to the South Platte stream system.

44. Any person may invoke the Court's retained jurisdiction at any time that Applicant is causing depletions, including ongoing post-pumping depletions, to the South Platte River system and is replacing such depletions to only the Arkansas River system. Any person seeking to invoke the Court's retained jurisdiction shall file a verified petition with the Court setting forth with particularity the factual basis for the alleged material injury and to request that the Court reconsider material injury to petitioners' vested water rights

associated with the above replacement of depletions under this decree, together with the proposed decretal language to effect the petition. The party filing the petition shall have the burden of proof going forward to establish a prima facie case based on the facts alleged in the petition and that Applicant's failure to replace depletions to the South Platte River system is causing material injury to water rights owned by that party invoking the Court's retained jurisdiction, except that the State and Division Engineer may invoke the Court's retained jurisdiction by establishing a prima facie case that material injury is occurring to any vested or conditionally decreed water rights in the South Platte River system due to the location of Applicant's replacement water. If the Court finds that those facts are established, the Applicant shall thereupon have the burden of proof to show (i) that petitioner is not materially injured, or (ii) that any modification sought by the petitioner is not required to avoid material injury to the petitioner, or (iii) that any term or condition proposed by Applicant in response to the petition does avoid material injury to the petitioner. The Division of Water Resources as a petitioner shall be entitled to assert material injury to the vested water rights of others.

45. Except as otherwise specifically provided in Paragraphs 41-44, above, pursuant to the provisions of C.R.S. §37-92-304(6), this plan for augmentation decreed herein shall be subject to the reconsideration of this Court on the question of material injury to vested water rights of others, for a period of three years, except as otherwise provided herein. Any person, within such period, may petition the Court to invoke its retained jurisdiction. Any person seeking to invoke the Court's retained jurisdiction shall file a verified petition with the Court setting forth with particularity the factual basis for requesting that the Court reconsider material injury to petitioner's vested water rights associated with the operation of this decree, together with proposed decretal language to effect the petition. The party filing the petition shall have the burden of proof of going forward to establish a prima facie case based on the facts alleged in the petition. If the Court finds those facts are established, Applicant shall thereupon have the burden of proof to show: (i) that the petitioner is not materially injured, or (ii) that any modification sought by the petitioner is not required to avoid material injury to the petitioner, or (iii) that any term or condition proposed by Applicant in response to the petition does avoid material injury to the petitioner. The Division of Water Resources as a petitioner shall be entitled to assert material injury to the vested water rights of others. If no such petition is filed within such period and the retained jurisdiction period is not extended by the Court in accordance with the revisions of the statute, this matter shall become final under its own terms.

46. Pursuant to C.R.S. §37-92-502(5)(a), the Applicant shall install and maintain such water measurement devices and recording devices as are deemed essential by the State Engineer or Division Engineers, and the same shall be installed and operated in accordance with instructions from said entities. Applicant is to install and maintain totalizing flow meters on all wells decreed herein or any additional or replacement wells associated therewith. Applicant is also to maintain records and provide

reports to the State Engineer or Division Engineers as instructed by said entities, on at least an annual basis.

47. The vested water rights, water right structures, and plan for augmentation decreed herein shall be subject to all applicable administrative rules and regulations, as currently in place or as may in the future be promulgated, of the offices of Colorado State and Division Engineers for administration of such water rights, to the extent such rules and regulations are uniformly applicable to other similarly situated water rights and water users.

48. This Ruling of Referee, when entered as a decree of the Water Court, shall be recorded in the real property records of El Paso County, Colorado. Copies of this ruling shall be mailed as provided by statute.

DATED THIS 6th day of August, 2018.

BY THE REFEREE:

Mardell R. DiDomenico



Mardell R. DiDomenico, Water Referee
Water Division 2

DECREE

THE COURT FINDS THAT NO PROTEST WAS MADE IN THIS MATTER, THEREFOR THE FORGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: August 28, 2018.



BY THE COURT:

A handwritten signature in cursive script that reads "Larry C. Schwartz".

LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

Exhibit A – Legal Description

PARCEL A.

THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P. M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 13, IN BLOCK 4, IN BLACK FOREST PARK, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGES 42 AND 43 AND RUN THENCE EAST ALONG AN EXTENSION OF THE NORTH LINE OF SAID LOT 13, TO THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF INTERSECTION WITH AND EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 12, IN SAID BLOCK 4; THENCE WEST ALONG SAID EXTENSION OF THE SOUTH LINE OF LOT 12, TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 200 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF WHICH HAS BEEN RESERVED FOR ROAD PURPOSES.

PARCEL B:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M. EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, AS DESCRIBED IN DEED RECORDED SEPTEMBER 21, 1964 IN BOOK 2035 AT PAGE 537, UNDER RECEPTION NO. 368570, AND EXCEPT THAT PORTION LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 83 CONVEYED TO C.T. MCLAUGHLIN BY DEED RECORDED DECEMBER 18, 1974 IN BOOK 2723 AT PAGE 644. COUNTY OF EL PASO, STATE OF COLORADO.

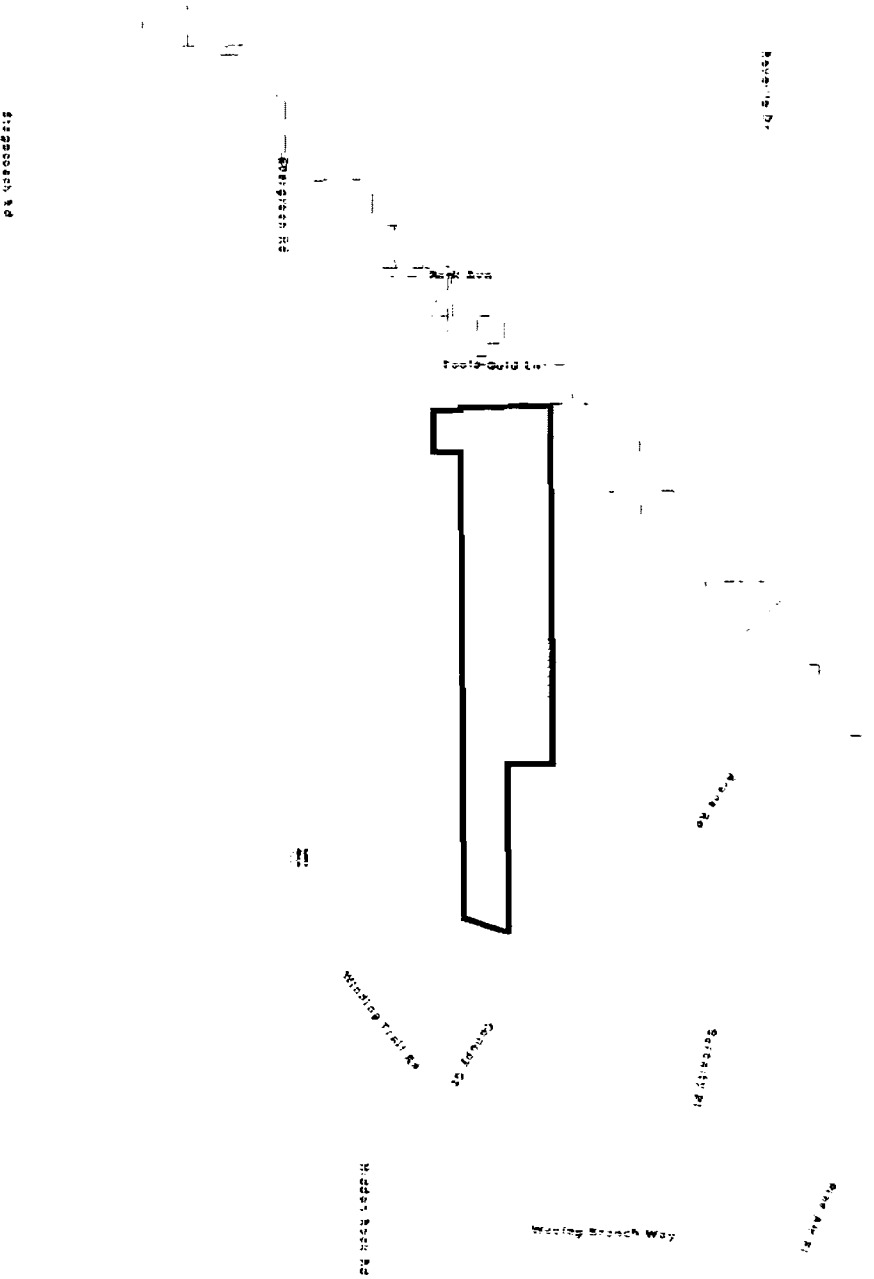
El Paso County Assessor's Office

15760 HIGHWAY 83

SCHEDULE: 6127000063

OWNER: BENNET HILL MONASTERY
OF COLORADO SPRINGS INC

COPYRIGHT 2010 by the Board of County Commissioners, El Paso County, Colorado. All rights reserved. No part of this document or data contained herein may be reproduced, used to prepare derivative products, or distributed without the specific written approval of the Board of County Commissioner, El Paso County, Colorado. This document was prepared from the best data available at the time of plotting and is for internal use only. El Paso County, Colorado, makes no claim as to the completeness or accuracy of the data contained herein.



15760 Highway 83

Attachment 4

Plans and specifications

- [Non-Transient Non-Community \(NTNC\) groundwater system](#)
- [All other Community and Non-Transient Non-Community water \(NTNC\) systems](#)

For community water systems, the final plans and specifications design submittal must be prepared by a professional engineer registered in the State of Colorado. For a non-transient, non-community water system the final plans and specifications design submittal is not required to be prepared by a professional engineer.

**Sanctuary of Peace POA
Community Water System
PWSID #: CO0121702**

**Attachment 4 (Basis of Design Report) to
Capacity Planning Document (TMF)**

Prepared for:



Benet Hill Monastery of Colorado Springs, Inc.
3190 Benet Lane
Colorado Springs, CO 80921
719.355.1639

Vincent Crowder, Building and Property Manager
vcrowder@benethillmonastery.org

February 18, 2020

Prepared by:

M.V.E., Inc.
1903 Lelaray Street, Suite 200
Colorado Springs, CO 80909
719.635-5736
David R. Gorman, P.E.
daveg@mvecivil.com

H2O Consultants
P.O. Box 1903
Woodland Park, CO 80866
719.687.2386
David Stanford
d.stanford@h2oconsultants.biz



COLORADO
 Department of Public
 Health & Environment

APPENDIX B: BDR Template
Drinking Water Design Submittal
Safe Drinking Water Program
Implementation Policy #5

4300 Cherry Creek Drive South, B2
 Denver, Colorado 80246-1530
CDPHE.WQEngReview@state.co.us, 303-692-6298

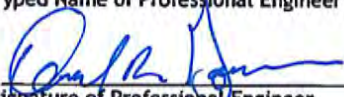
COVER PAGE - BASIC INFO

A. Project and System Information			
System Name	Sanctuary of Peace POA		
Project Title	Sanctuary of Peace POA Water System		
County	El Paso		
PWSID	CO0121702		
System Owner	Benet Hill Monastery of Colorado Springs, Inc., Declarant, Sanctuary of Peace Property Owners Association, Inc.		
Representative	Vincent Crowder, Property and Building Manager		
Address	3190 Benet Lane		
	Colorado Springs, CO 80921		
Email	VCrowder@benethillmonastery.org		
Phone	719.355-1639	Fax	
Signatures of System Representatives			
Role	Date	Typed Name	Signature
Owner		Sister Clare Carr, OSB	<i>Sister Clare Carr, OSB</i>
The owner is an individual, corporation, partnership, association, state or political subdivision thereof, municipality, or other legal entity.			
Applicant / System Legal Representative		Sister Clare Carr, OSB	<i>Sister Clare Carr, OSB</i>
The system legal representative is the legally responsible agent and decision-making authority for a public water system (e.g. mayor, president of a board, public works director). The Designer or Consulting Engineer is not the legal representative.			

Directions: Prior to submission to the department, the construction application must be signed by the Owner and/or a System Legal Representative. The department expects the public water system to send a duplicate copy to the local county health authority or county commissioner (if no county health authority) in whose jurisdiction(s) the drinking water facility is to be located. Signature is not required from the county.

I was the engineer in responsible charge for (identify portions of work)

during the preparation of the basis of design report for the above-referenced project. To the best of my knowledge, the design is consistent with the most recent published version of the *Design Criteria for Potable Water Systems*, and that all site-specific deviations requests are listed in this report.

David R. Gorman, P.E.
 Typed Name of Professional Engineer

 Signature of Professional Engineer

2/18/2020
 Date Signed
 CO 31672
 License #



Basis of Design Report (BDR) Submittal Checklist

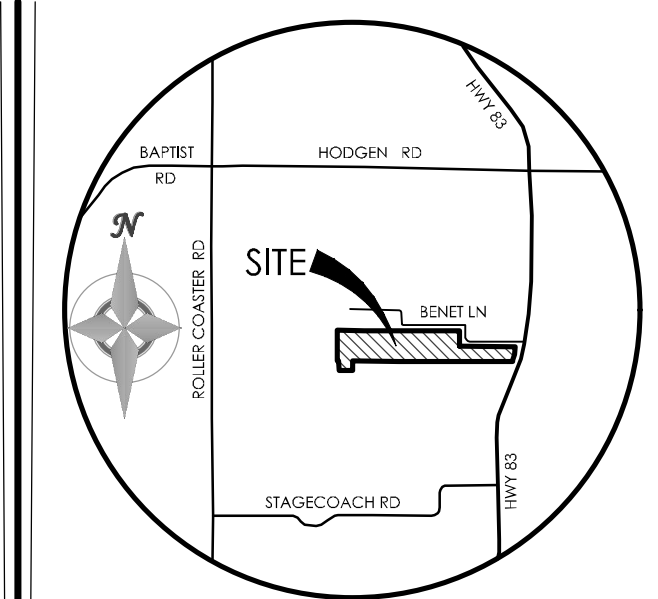
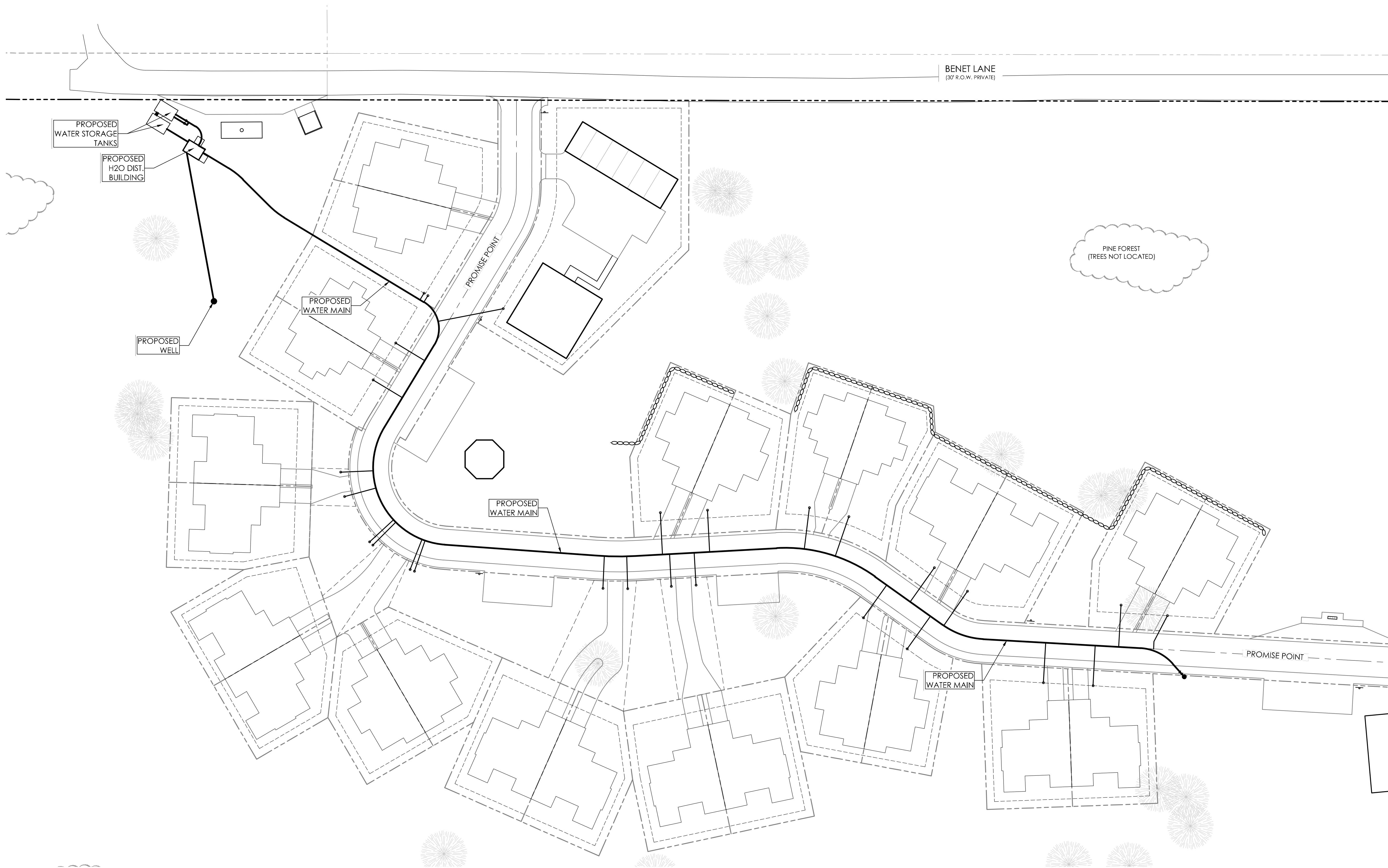
In accordance with Regulation 11 and the Design Criteria for Potable Water Systems, the design review process must include a 'complete design' consisting of a basis of design report (BDR) and corresponding plans and specifications for review and approval by the Department.

Project and System Information			
Project Title	Sanctuary of Peace POA Water System		
System Name	Sanctuary of Peace POA		
PWSID	CO0121702		
County	El Paso		
Date of Design Submittal			
Project Eligible for Streamlined Review? (See Appendix A Design Review Matrix)	Yes	<input type="checkbox"/>	No
			<input checked="" type="checkbox"/>
Section Number and Basis of Design Report Requirements		Applicant to fill out	
		Included/ Addressed in Submittal? Yes/No/NA	Location in Submittal (BDR, Plans, Other document)
1. Basic Project Information - REQUIRED FOR ALL SUBMITTALS		Yes	BDR
2. Sources of Potential Contamination		Yes	BDR
3. Water Quality Data		Yes	BDR
4. Process Flow Diagram/ Hydraulic Profile		Yes	BDR
5. Capacity Evaluation and Design Calculations		Yes	BDR
6. Monitoring and Sampling Evaluation		Yes	BDR
7. Geotechnical Report		Yes	BDR
8. Residuals Handling		NA	NA
9. Preliminary Plan of Operation		Yes	BDR
10. Impact to Corrosivity		Yes	BDR
11. Supplemental or Other Pertinent Information		Yes	BDR
Plans and Specifications			
1. Plans and % complete (60%, 90%)		Yes	99%
2. Other schematics		No	
3. Specifications		Yes	In Plans

Section 1

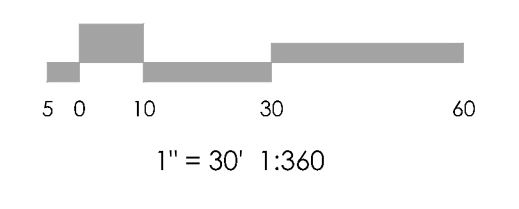
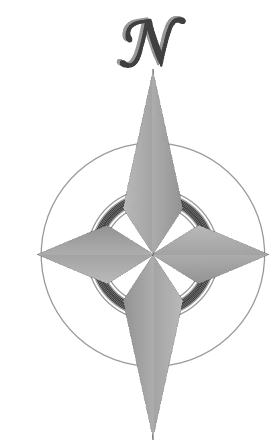
Section 1: Application for Construction Approval Form (DCPWS Section 1.2.1)

A. Project and System Information							
Project Title	Sanctuary of Peace POA Water System						
PWSID (Assigned by Division)	CO0121702						
Design Company Name	Monument Valley Engineers, Inc. (M.V.E., Inc.)						
Design Engineer	David R. Gorman, P.E.	CO License Number	31672				
Address	1903 Lelaray Street, Suite 200						
	Colorado Springs, CO 80909						
Email	daveg@mvecivil.com						
Phone	719.635.5736		Fax	719.635.5450			
B. Public Water System (PWS) Type	Community (CWS)	<input checked="" type="checkbox"/>	Non-Transient, Non-Community (NTNC)	<input type="checkbox"/>	Transient, Non-Community (TNC)	<input type="checkbox"/>	
C. Current Primary Source Classification	Surface Water/GWUDI	<input type="checkbox"/>	Ground Water (GW)	<input checked="" type="checkbox"/>	Consecutive / Purchased	<input type="checkbox"/>	
D. Design Submittal Scope (Check all that apply)							
Source		Treatment Facility		Storage Tank		Other	
New ground water (GW) source	<input checked="" type="checkbox"/>	New Treatment Facility	<input checked="" type="checkbox"/>	New Distribution System Tank	<input checked="" type="checkbox"/>	Response to Sanitary Survey	<input type="checkbox"/>
New ground water under the direct influence of surface water (GWUDI) source	<input type="checkbox"/>	Expansion of existing treatment facility	<input type="checkbox"/>	New Tank used for disinfection contact time	<input checked="" type="checkbox"/>	Response to Enforcement Order	<input type="checkbox"/>
New surface water (SW) source	<input type="checkbox"/>	Modification to existing treatment	<input type="checkbox"/>	Modifications to existing tank	<input type="checkbox"/>	State Revolving Fund (SRF) Project	<input type="checkbox"/>
Existing source modification	<input type="checkbox"/>					Technical, Managerial, Financial Evaluation	<input checked="" type="checkbox"/>
<i>Other (Please describe)</i>							
E. Estimated Project Schedule and Cost Estimate				F. Rated Capacity (Calculations in Section 5)			
Estimated Bid Opening Date	In House		Minimum Flow	3.3 gpm			
Estimated Completion Date	July 31, 2020		Monthly Average	146,100 gal			
Estimated Project Cost	\$200,000		Peak Hour Flow	15 gpm			
G. Brief project summary and description of waterworks affected by the project							
<p>New Community Water System for the Sanctuary of Peace Residential Community consisting of 13 duplex residential buildings (26 residential units) and one Community building with guest rooms. There is a mix of one-bedroom and two-bedroom units with a total of 40 bedrooms in the community. The new water system consists of a single well, metering, liquid chlorine treatment, storage, monitoring, and distribution systems.</p>							
H. Scaled Map							
See Overall Water System Map, inserted next page.							



VICINITY MAP
NOT TO SCALE

BENCHMARK
FOUND PROPERTY CORNER SOUTHWEST OF BENET LANE
WHERE BENET LANES TURNS NORTH (APPROX. 1200 FT FROM
HIGHWAY 83), ELEVATION = 7502.79'



MVE, INC.
ENGINEERS / SURVEYORS

1903 Library Street, Suite 200 Colorado Springs, CO 80909 719.635.5736

REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

SANCTUARY OF PEACE
RESIDENTIAL COMMUNITY

OVERALL
WATER SYSTEM PLAN

MVE PROJECT 61087
MVE DRAWING -WSYS-OVERALL

JUNE 10, 2020
SHEET 1 OF 1

PUDSP-19-002

I. Implementation Plan and Schedule

Implementation of Plan May 1, 2020
Construction Time 60 Days
Startup July 10, 2020

J. Requested Deviations

No.	DCPWS Requirement (e.g., Section 4.3 Redundant filters)	Site Specific Deviation Request (additional information can be included in the supplemental information section see 1.2.10 of the DCPWS)	Location in Submittal (page)
1			
2			
3			
4			
5			
6			
7			

Section 2

Section 2: Sources of Potential Contamination (DCPWS Section 1.2.2)

Project Title: Sanctuary of Peace POA Water System

100 Year Flood Plain

All water facilities must have the potential 100-year flood threat evaluated based on all available floodplain data from one or more of the following sources: the Colorado Water Conservation Board, U.S. Army Corps of Engineers, Housing and Urban Development, County Government, local flood districts, etc. A copy of any background information used in the 100-year flood threat determination process must be included along with a comparison of the site vertical elevation datum and floodplain reference elevation datum.

The 100-year flood threat was evaluated for:

Sanctuary of Peace POA Water System including Well, Water Treatment Facility, Tank, Distribution System
(e.g. Well, Water Treatment Facility, Tank)

100-year flood threat determination was based on the information enclosed from:

FEMA Flood Insurance Rate Map (FIRM) 08041C0295 G effective Dec. 7, 20189 - not located within a flood hazard area
(e.g. FEMA floodplain map, U.S. Army Corp, elevation)

For Non-Community Public Water Systems, an authorized representative of the system responsible for operation and compliance must sign the Floodplain Certification.

I hereby certify that a judgment has been made after evaluating all available floodplain data and in my opinion, these waterworks, as located and designed, are not subject to flood damage by a 100-year event.

Vincent Crowder
Typed Name of Authorized System Representative

2/14/2020
Date Signed

[Signature]
Signature of Authorized System Representative

For Community Systems, a Professional Engineer licensed in Colorado must stamp and sign the Floodplain Certification.

I hereby certify that a Professional Engineering judgment has been made after evaluating all available floodplain data and in my professional opinion, these waterworks, as located and designed, are not subject to flood damage by a 100-year event.

David R. Gorman, P.E.
Typed Name of Professional Engineer

2/13/2020
Date Signed

[Signature]
Signature of Professional Engineer

CO 31672
License #



Contamination Sources

Stormwater Runoff
Onsite Wastewater Treatment System located outside the 200-foot zone, but within 500 feet of the system

Mitigation Strategy

Locating the system at the top of a natural ridge and directing storm water flows around the building and system components using local grading. Storage tank access points are to be elevated above grade.

Locating the water system components outside of the 200-foot zone of influence of the onsite wastewater treatment system.

See Sources of Potential Contamination Map, inserted next page.

See Portion of FEMA FIRM, inserted following Potential Contamination Map

SOURCES OF POTENTIAL CONTAMINATION



THE PROPOSED WELL, STORAGE TANK, AND TREATMENT FACILITY IS SITUATED ON UNDEVELOPED NATURAL FOREST.

AN AREA WITH A FIVE HUNDRED FOOT RADIUS FROM THE WELL SITE WAS INVESTIGATED BY SITE AND THROUGH RECORDS OF EL PASO COUNTY HEALTH DEPARTMENT AND ASSESSORS OFFICE. IRRIGATED FIELDS, LIVESTOCK, OIL AND GAS WELLS, AND WASTE DISPOSAL SITES ARE NOT PRESENT WITHIN THE AREA OF INTEREST. HOWEVER, A PROPOSED ON-SITE WASTEWATER TREATMENT SYSTEM (OWTS) IS PLANNED TO BE CONSTRUCTED DOWNHILL AND BEYOND THE 200 FOOT PROTECTIVE ZONE OF INFLUENCE OF SAID OWTS.

MINIMAL STORMWATER RUNOFF FLOWING THROUGH THE AREA SHALL BE DIRECTED AROUND AND AWAY FROM THE BUILDING SITE.

National Flood Hazard Layer FIRMette



39°3'56.20"N

104°46'28.86"W

145

0804100285 G
eff. 12/7/2018

AREA OF MINIMAL FLOOD HAZARD
Zone X

Water System Site

EL PASO COUNTY
080059

T11S R66W S027

0804100295 G
eff. 12/7/2018

USGS The National Map: Orthoimagery, Data refreshed April, 2019.



104°45'51.41"W

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*

- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS OF FLOOD HAZARD

- NO SCREEN
- Effective LOMRs
- Area of Minimal Flood Hazard *Zone X*
- Area of Undetermined Flood Hazard *Zone D*

OTHER AREAS

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

GENERAL STRUCTURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

OTHER FEATURES

- Digital Data Available
- No Digital Data Available
- Unmapped

MAP PANELS

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/14/2020 at 11:56:04 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Section 3

Section 3: Water Quality Data (DCPWS Section 1.2.3)

Project Title: Sanctuary of Peace POA Water System

Source Data

New Well (Permit No. 83885-F) See inserted permit beginning next page.

Note: Well is scheduled to be drilled during the week February 17, 2020. Samples will then be collected from the new well and Water Quality test data will be ordered.

As a preliminary measure, recent water testing results are provided for the existing Benet Hill Monastery Well (Permit No. 65547-F), located 600 feet due north of the proposed new well. See inserts following New Well Permit.

Process Selection Data

Other Pertinent WQ or Operational Data



ORIGINAL PERMIT APPLICANT(S)

BENET HILL MONASTERY

APPROVED WELL LOCATION

Water Division: 2 Water District: 10
 Designated Basin: N/A
 Management District: N/A
 County: EL PASO
 Parcel Name: N/A
 Physical Address: 15760 CO-83 COLORADO SPRINGS, CO
 80921
 NE 1/4 SW 1/4 Section 27 Township 11.0 S Range 66.0 W Sixth P.M.

AUTHORIZED AGENT

BARNHART PUMP COMPANY

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: 519959.0 Northing: 4323626.0

PERMIT TO CONSTRUCT A NEW WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
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 ensure 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(4), on the condition that this well is operated in accordance with the Sisters of the Benet Hill Monastery Augmentation Plan decreed by the Division 2 Water Court in case no. 18CW3019. 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. This well is known as Benet Well No. 1.
- 4) The use of ground water from this well is limited to household use within up to 26 residential dwellings and a community building, the irrigation of 26,000 square feet of landscaping, the irrigation of 0.75 acre (244,388 square feet) of common garden and storage for emergency firefighting purposes, per decree.
- 5) The pumping rate of this well shall not exceed 50 GPM, as requested.
- 6) The average annual amount of ground water to be withdrawn shall not exceed 8.37 acre-feet, per decree.
- 7) The total depth of the well shall not exceed 905 feet, which corresponds to the base of the Dawson aquifer. At a minimum, plain casing shall be installed and grouted through all unconsolidated materials and shall extend a minimum of ten feet into the bedrock formation to prevent production from other zones. Wells completed in the Dawson aquifer must be constructed in accordance with Well Construction Rule 10.4.6 (2 CCR 402-2) for a Type II aquifer.
- 8) The owner shall mark the well in a conspicuous location with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 9) 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.
- 10) 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.
- 11) This well shall be constructed not more than 200 feet from the location specified on this permit.
- 12) This well shall be constructed more than 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.
- 13) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

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

WELL PERMIT NUMBER 83885-F

RECEIPT NUMBER 3693757

NOTE: To ensure a maximum productive life of this well, perforated casing should be set through the entire producing interval of the approved zone or aquifer indicated above.

NOTE: The well structure I.D.# is 1006824; Benet Pines Monastery NNT Dawson.

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 Yield Estimate Report (GWS-31) and Pump Installation and Production Equipment 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://water.state.co.us>



Date Issued: 12/11/2019

Expiration Date: 12/11/2020

Issued By JOHN GABERT



December 16, 2019

Benet Hill Monastery of Colorado Springs, Inc.

3190 Benet Lane
Colorado Springs, CO 80921

**Re: *Water Supply for Sanctuary of Peace Filing No. 1
Project No. 61087***

Dear Benet Hill Monastery:

The following describes the water supply to serve the proposed Sanctuary of Peace residential community located on approximately 49.58 acres being a portion of the SE1/4 & SW1/4 Section 27, T11S, R66W of the 6th P.M., El Paso County, Colorado (Subject Property).

The Sanctuary of Peace residential community will be composed of 27 single-family residential lots, 4 tracts with private access road, parking, landscaping, three (3) full spectrum sand filter basins and four (4) Onsite Wastewater Treatment Systems. The residential structures are single-family attached, so that the proposed development will have 13 single-family-attached structures (26 residential units) on 26 lots and one (1) Private Sanctuary Club House Building on one (1) lot. These lots are clustered on 3.09 acres, 0.69 acres of paved roads and other improvements, totaling 5.15 acres which is to be developed out of the parcel's total acreage of 49.58 acres. Planned housing types include single story one (1) and two (2) bedroom attached units. The plan proposes 14 one-bedroom, 12 two-bedroom single-story residences, and one (1) private Sanctuary Club House having 4 guest bedrooms for use by guests of property owners within the development.

This letter is based on a decree entered in Consolidated Case Nos. 18CW3019, and c/r 18CW3040, Div.1 (decree/copy attached), and the decree establishes the right to one central/communal well, Benet Well No. 1 to be located on the Applicant's Property at a specific location not yet determined, to be constructed to the not-nontributary Dawson aquifer for use as a central water supply to communal development of a portion on Applicant's property. The system will be designed by a Colorado registered professional engineer and will be reviewed and approved by the State of Colorado Department of Public Health and Environment (CDPHE). Proposed wastewater treatment will be by non-evaporative septic leach field systems installed and operated as described in a separate wastewater disposal report. The wastewater disposal system is key to maintaining compliance with the provisions of said decree.

The decreed plan for augmentation uses the nontributary water rights in the Arapahoe and Laramie-Fox Hills aquifers, and approves a plan for augmentation for use of the Dawson aquifer well to serve each lot for a minimum 300 year water supply period.

AMOUNTS DECREED AND AVAILABLE

The decreed amount of Dawson aquifer groundwater is not-nontributary, and the decreed amount of Laramie-Fox Hills aquifer groundwater is nontributary. The following annual amount is decreed and is based on annual withdrawals over a 300 year period (one acre-foot is 325,851 gallons):

Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com

Depletions caused by pumping water from the Dawson aquifer shall be replaced as provided and decreed. Annual withdrawals from the Dawson aquifer shall not exceed 8.37 acre feet (2,727,373 gallons) per Benet Well No.1, nor more than 8.37 acre feet total. The State or Division Engineer shall curtail the pumping of more than those amounts from the Dawson aquifer. Applicants shall also reserve 1,414 acre-feet of their nontributary Laramie-Fox Hills aquifer and 1087 acre-feet of water from the nontributary Arapahoe aquifer water rights for the replacement of post-pumping depletions. The remaining 282 acre feet of Laramie-Fox Hills aquifer water rights will also be reserved, to serve as a source of water for Applicants' wells for 50 years after the expiration of the augmentation plan, as required to meet El Paso County's 300 year water requirement for approval of subdivisions utilizing non-renewable water resources for their source of water supply.

WATER SUPPLY

The residential lots (up to twenty-six potential as assumed in the Decree) will be served by individual nontributary Dawson aquifer wells to be permitted and to operate pursuant to an augmentation plan as approved in the Decree. The Decree allows Benet Well No.1 to pump 8.37 acre feet of water from the Dawson aquifer annually for 300 years for the following uses:

- | | |
|------------------------------------|--|
| A. Household Use Only: | 5.3 acre-feet per year |
| B. Landscape Irrigation | 1.3 acre-feet per year limited to irrigation of 26,000 square feet of landscape irrigation |
| C. Community Building (Inside Use) | 0.13 acre-feet per year |
| D. Common Garden | 1.64 acre-feet per year |

The water supply for the residential lots using Benet Well No.1 pursuant to the augmentation plan approved in the Decrees is sufficient and satisfies the 300 year supply requirement of El Paso County.

WATER QUALITY

M.V.E., inc. has examined water quality testing results for a nearby existing well. The water samples were drawn from the water well fixtures connected to the State of Colorado permitted well of the Dawson Aquifer at the Benet Hill Monastery which is located within one-half mile of the proposed new well for Sanctuary of Peace Filing No. 1. The samples were taken 2/13/19 and 12/6/19. Testing for the required contaminants was performed by Colorado Analytical Laboratory, Hazen Research, Inc. and El Paso County Public Health Laboratory. The examined reports contain tests for each of the required contaminants in accordance with The El Paso Land Development Code. The Dawson Aquifer is a confined aquifer. M.V.E. Inc. compared the test results to the Maximum Contaminant Level (MCL) for each substance and found all results to be within acceptable levels in accordance with El Paso County standards contained in the referenced letter. Therefore, we recommend that the El Paso County Health Department and El Paso County Attorney's office make a finding of sufficiency for water quality for the Providence Point Estates final plat.

Water Supply for Sanctuary of Peace Filing No. 1

December 16, 2019

Page 3

Contact our office should you have any question concerning this water information.

Very truly yours,

M.V.E., Inc. COLORADO
CHAS. C. CRUM
Charles C. Crum, P.E.
CCC/sh 11/18/19
Z:\61087\Documents\Correspondance\61087 SOP Water Resource & Supply Letter.odt

Enc. Water Decree, Water Testing Results

*M.V.E., Inc. • Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com*



Colorado Department
of Public Health
and Environment

Organic Chemicals Certified Laboratory Report Form
WQCD - Drinking Water CAS
Submit Online at <http://www.wqcdcompliance.com/login>

Revised 4/13/2015

VOC/SOC

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#: CO0221138	Laboratory ID: CO 00063	Laboratory Name: Colorado Analytical Laboratory	
System Name: Benet Hill Monastery	Contact Person: Vincent Crowder	Contact Person: Customer Service	Phone: 303-659-2313
Phone #: 719-355-1639	Comments:		
Do Samples Need to be Composited BY THE LAB?	<input type="checkbox"/>		

Section III (Supplied or Completed by Public Water System)				Section IV Volatile Organic Chemicals (Supplied or Completed by Certified Laboratory)				
Sample Date:	Collector:	David Stanford	Facility ID (On Schedule):	CAS No.	Analytical Method	MCL (ug/L)	Lab MRL (ug/L)	Result (ug/L)
2/13/19			004	71-55-6	EPA-524.2	200	0.5	BDL
2/14/19		190214073-03C		79-00-5	EPA-524.2	5	0.5	BDL
2/14/19		190214073-03C		75-35-4	EPA-524.2	7	0.5	BDL
2/14/19		190214073-03C		120-82-1	EPA-524.2	70	0.5	BDL
2/14/19		190214073-03C		107-06-2	EPA-524.2	5	0.5	BDL
2/14/19		190214073-03C		78-87-5	EPA-524.2	5	0.5	BDL
2/14/19		190214073-03C		71-43-2	EPA-524.2	5	0.5	BDL
2/14/19		190214073-03C		56-23-5	EPA-524.2	5	0.5	BDL
2/14/19		190214073-03C		108-90-7	EPA-524.2	100	0.5	BDL
2/14/19		190214073-03C		156-59-2	EPA-524.2	70	0.5	BDL
2/14/19		190214073-03C		75-09-2	EPA-524.2	5	0.5	BDL
2/14/19		190214073-03C		100-41-4	EPA-524.2	700	0.5	BDL
2/14/19		190214073-03C		95-50-1	EPA-524.2	600	0.5	BDL
2/14/19		190214073-03C		106-46-7	EPA-524.2	75	0.5	BDL
2/14/19		190214073-03C		100-42-5	EPA-524.2	100	0.5	BDL
2/14/19		190214073-03C		127-18-4	EPA-524.2	5	0.5	BDL
2/14/19		190214073-03C		108-88-3	EPA-524.2	1000	0.5	BDL
2/14/19		190214073-03C		156-60-5	EPA-524.2	100	0.5	BDL
2/14/19		190214073-03C		79-01-6	EPA-524.2	5	0.5	BDL
2/14/19		190214073-03C		75-01-4	EPA-524.2	2	0.5	BDL
2/14/19		190214073-03C		1330-20-7	EPA-524.2	10000	0.5	BDL

NT: Not Tested ug/L; Micrograms per Liter MCL: Maximum Contaminant Level BDL Below Laboratory MRL. A less than sign (<) may also be used.

PWSID#: CO0221138		Section V (Supplied or Completed by Public Water System)						
Sample Date:	2/13/19	Collector:	David Stanford	Facility ID (On Schedule):	004			
		Sample Pt ID (On Schedule): 004						
Section VI Synthetic Organic Chemicals (Supplied or Completed by Certified Laboratory)								
Lab Receipt Date	Lab Analysis Date	Lab Sample ID	Analyte Name	CAS No.	Analytical Method	MCL (ug/L)	Lab MRL (ug/L)	Result (ug/L)
2/14/19	2/19/19	190214073-03	Dibromochloropropane	96-12-8	EPA 504.1	0.2	0.02	BDL
2/14/19	2/21/19	190214073-03B	2,4-D	94-75-7	EPA 515.4	70	0.1	BDL
2/14/19	2/21/19	190214073-03B	2,4,5-TP	93-72-1	EPA 515.4	50	0.2	BDL
2/14/19	2/21/19	190214073-03D	Alachlor	15972-60-8	EPA 525.2	2	0.2	BDL
2/14/19	2/22/19	190214073-03E	Aldicarb	116-06-3	EPA 531.1	N/A	0.6	BDL
2/14/19	2/22/19	190214073-03E	Aldicarb sulfone	1646-88-4	EPA 531.1	N/A	1	BDL
2/14/19	2/22/19	190214073-03E	Aldicarb sulfoxide	1646-87-3	EPA 531.1	N/A	0.7	BDL
2/14/19	2/21/19	190214073-03D	Atrazine	1912-24-9	EPA 525.2	3	0.1	BDL
2/14/19	2/21/19	190214073-03D	Benzo(a)pyrene	50-32-8	EPA 525.2	0.2	0.02	BDL
2/14/19	2/22/19	190214073-03E	Carbofuran	1563-66-2	EPA 531.1	40	0.9	BDL
2/14/19	2/19/19	190214073-03A	Chlordane	57-74-9	EPA 505	2	0.2	BDL
2/14/19	2/21/19	190214073-03B	Dalapon	75-99-0	EPA 515.4	200	1	BDL
2/14/19	2/21/19	190214073-03D	Di(2-ethylhexyl)adipate	103-23-1	EPA 525.2	400	0.6	BDL
2/14/19	2/21/19	190214073-03D	Di(2-ethylhexyl)phthalate	117-81-7	EPA 525.2	6	0.6	BDL
2/14/19	2/21/19	190214073-03B	Dinoseb	85-85-7	EPA 515.4	7	0.2	BDL
2/14/19	2/15/19	190214073-03G	Diquat	85-00-7	EPA 549.2	20	0.4	BDL
2/14/19	2/18/19	190214073-03F	Endothall	145-73-3	EPA 548.1	100	9	BDL
2/14/19	2/19/19	190214073-03A	Endrin	72-20-8	EPA 505	2	0.01	BDL
2/14/19	2/19/19	190214073-03	Ethylene dibromide	106-93-4	EPA 504.1	0.05	0.01	BDL
2/14/19	2/21/19	190214073-03D	Heptachlor	76-44-8	EPA 525.2	0.4	0.04	BDL
2/14/19	2/19/19	190214073-03A	Heptachlor epoxide	1024-57-3	EPA 505	0.2	0.02	BDL
2/14/19	2/19/19	190214073-03A	Hexachlorobenzene	118-74-1	EPA 505	1	0.1	BDL
2/14/19	2/19/19	190214073-03A	Hexachlorocyclopentadiene	77-47-4	EPA 505	50	0.1	BDL
2/14/19	2/19/19	190214073-03A	Lindane	58-89-9	EPA 505	0.2	0.02	BDL
2/14/19	2/19/19	190214073-03A	Methoxychlor	72-43-5	EPA 505	40	0.1	BDL
2/14/19	2/22/19	190214073-03E	Oxamyl	23135-22-0	EPA 531.1	200	1	BDL
2/14/19	2/21/19	190214073-03B	Pentachlorophenol	87-86-5	EPA 515.4	1	0.04	BDL
2/14/19	2/21/19	190214073-03B	Picloram	1918-02-1	EPA 515.4	500	0.1	BDL
2/14/19	2/19/19	190214073-03A	Polychlorinated biphenyl's	1336-36-3	EPA 505	0.5	0.1	BDL
2/14/19	2/21/19	190214073-03D	Simazine	122-34-9	EPA 525.2	4	0.07	BDL
2/14/19	2/19/19	190214073-03A	Toxaphene	8001-35-2	EPA 505	3	1	BDL

NT: Not Tested ug/L; Micrograms per Liter MCL: Maximum Contaminant Level BDL: Below Laboratory MRL A less than sign (<) may also be used.

Drinking Water Chain of Custody



Brighton Lab
 240 South Main Street
 Brighton, CO 80601

Lakewood Lab
 12860 W. Cedar Dr, Suite 100A
 Lakewood CO 80228

Phone: 303-659-2313
 Fax: 303-659-2315
 www.coloradolab.com

Report To Information		State Form / Project Information	
Company Name: <u>Bent Hill Monastery</u>	Company Name: _____	PWSID: <u>CO0221138</u>	System Name: _____
Contact Name: <u>Vincent Crowder</u>	Contact Name: _____	Address: <u>Bent Hill Monastery</u>	Address: _____
Address: <u>3190 Bent Lane</u>	Address: _____	City: <u>Colorado Springs</u>	State: <u>CO</u> Zip: <u>80921</u>
City: <u>Colorado Springs</u>	City: _____	State: _____	Zip: _____
Phone: <u>720-633-0655</u> Fax: _____	Phone: _____	County: <u>El Paso</u>	County: _____
Email: _____	Email: _____	Compliance Samples: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Send Forms to State: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Sampler Name: <u>David</u>	Sampler Name: _____	PO No.: _____	PO No.: _____

CAL Task No. 190214073

PHASE I, II, V Drinking Water Analyses (check analysis)

Date	Time	Client Sample ID / EP Code	No. of Containers	Residual Chlorine (mg/L)	P/A Samples Only	Total Coliform P/A	504.1 EDB/DACP	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 THMs	552.2 HAAs	Lead/Copper	Nitrate	Nitrite	Fluoride	Inorganics	Alk./Lang. Index	TOC, DOC (Circle)	SUVA, UV 254 (Circle)	Subcontract Analyses		
																										Radium 226	Radium 228	
2-13-19	11:08am	004	19				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X						
2-13-19	10:48am	005	1																									

Instructions: Noted that VOC trip blanks leaked during shipping

CIS Info: Delivered Via: UPS Relinquished By: [Signature] Date/Time: 2/14/19 11:25

Seals Present: Yes No **Headspace:** Yes No

Temp: 6 °C/ice Y **C/S Charge:** **Sample Pres.:** Yes No

Relinquished By: [Signature] Date/Time: 2-13-19 3:10 PM

Received By: [Signature] Date/Time: _____



Colorado Department
of Public Health
and Environment

Inorganic Chemicals Certified Laboratory Report Form
WQCD - Drinking Water CAS
Submit Online at <http://www.wqedcompliance.com/login>

Revised 4/13/2015

IOC

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#: CO0221138		Laboratory ID: CO 0015	
System Name: Benet Hill Monastery		Laboratory Name: Colorado Analytical Laboratory	
Contact Person: Vincent Crowder		Contact Person: Customer Service	
Phone #:		Phone: 303-659-2313	
Comments:		Comments:	
Do Samples Need to be Composited BY THE LAB? <input type="checkbox"/>			

Section III (Supplied or Completed by Public Water System)

Sample Date: 2/13/19 Collector: David Stanford Facility ID (On Schedule): 004 Sample Pt ID (On Schedule): 004

Section IV Inorganic Chemicals (Completed by Certified Laboratory)			
Lab Receipt Date	Lab Analysis Date	Lab Sample ID	Analyte Name
2/14/19	2/18/19	190214073-02	Antimony
2/14/19	2/18/19	190214073-02	Arsenic
2/14/19	2/18/19	190214073-02	Barium
2/14/19	2/18/19	190214073-02	Beryllium
2/14/19	2/18/19	190214073-02	Cadmium
2/14/19	2/18/19	190214073-02	Chromium
2/14/19	2/18/19	190214073-02	Mercury
2/14/19	2/18/19	190214073-02	Nickel
2/14/19	2/18/19	190214073-02	Selenium
2/14/19	2/19/19	190214073-02	Sodium
2/14/19	2/18/19	190214073-02	Thallium

CAS No.	Analytical Method	MCL (mg/L)	Lab MRL (mg/L)	Result (mg/L)
7740-36-0	EPA 200.8	0.006	0.001	BDL
7440-38-2	EPA 200.8	0.01	0.001	BDL
7440-39-3	EPA 200.8	2	0.001	BDL
7440-41-7	EPA 200.8	0.004	0.001	BDL
7440-43-9	EPA 200.8	0.005	0.001	BDL
7440-47-3	EPA 200.8	0.1	0.001	BDL
7439-97-6	EPA 200.8	0.002	0.0001	BDL
7440-02-0	EPA 200.8	N/A	0.001	BDL
7782-49-2	EPA 200.8	0.05	0.001	0.002
7440-23-5	EPA 200.7	N/A	0.1	26.2
7440-28-0	EPA 200.8	0.002	0.001	BDL

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

mg/L: Milligrams per Liter
MCL: Maximum Contaminant Level

2/28/19
190214073-02

Drinking Water Chain of Custody



Brighton Lab
 240 South Main Street
 Brighton, CO 80601

Lakewood Lab
 12860 W. Cedar Dr, Suite 100A
 Lakewood CO 80228

Phone: 303-659-2313
 Fax: 303-659-2315
www.coloradolab.com

Report To Information		Bill To Information (if different from report to)		State Form / Project Information	
Company Name: <u>Bear Hill Menastery</u>		Company Name:		PWSID: <u>CO0221138</u>	
Contact Name: <u>Vincent Crowder</u>		Contact Name:		System Name:	
Address: <u>3190 Bear Hill Lane</u>		Address:		<u>Bear Hill Menastery</u>	
City: <u>Colorado Springs</u>		City:		<u>Colorado Springs</u>	
State: <u>CO</u>		State:		<u>CO</u>	
Zip: <u>80921</u>		Zip:		<u>80921</u>	
Phone: <u>720-633-0655</u>		Phone:		County: <u>El Paso</u>	
Fax:		Fax:		Compliance Samples: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Sampler Name: <u>David</u>		PO No.:		Send Forms to State: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

CAL Task No.		PHASE I, II, V Drinking Water Analyses (check analysis)												Subcontract Analyses																
190214073																														
Date	Time	Client Sample ID / EP Code	No. of Containers	Residual Chlorine (mg/L)	Total Coliform P/A	504.1 EDB/DHCP	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 THMs	552.2 HAAs	Lead/Copper	Nitrate	Nitrite	Fluoride	Inorganics	Alk./Lang. Index	TOC, DOC (Circle)	SUVA, UV 254 (Circle)	Gross Alpha/Beta	Radium 226	Radium 228	Radon	Uranium	
2-13-19	11:09 AM	004	19		X	X	X	X	X	X	X	X	X	X				X	X	X	X									
2-13-19	10:48 AM	005	1															X												

Instructions: Noted that VOC trip blanks leaked during shipping

Relinquished By: D. Stefford Date/Time: 2-13-19 3:10 PM

Received By: [Signature] Date/Time: 2-14-19

Delivered Via: UPS Relinquished By: [Signature] Date/Time: 2-14-19

C/S Charge C/S Info: K

Temp: 6 °C/ice Y Seals Present Yes No HeadSpace Yes No

Sample Pres. Yes No Date/Time: 11:25

Analytical Results

TASK NO: 191206073

Report To: Vincent Crowder
Company: Benet Hill Monastery
3190 Benet Lane
Colorado Springs CO 80921

Bill To: Vincent Crowder
Company: Benet Hill Monastery
3190 Benet Lane
Colorado Springs CO 80921

Task No.: 191206073
Client PO: Paid CC
Client Project: Sanctuary of Peace New Well

Date Received: 12/6/19
Date Reported: 12/11/19
Matrix: Water - Ground

Customer Sample ID: Benet Hill Monastery Main Well
Sample Date/Time: 12/6/19 12:30 PM
Lab Number: 191206073-01

Test	Result	Method	ML	Date Analyzed	Analyzed By
Chloride	3.43 mg/L	EPA 300.0	0.01 mg/L	12/11/19	MAT
Sulfate	5.30 mg/L	EPA 300.0	0.01 mg/L	12/11/19	MAT
<i>Total</i>					
Aluminum	0.004 mg/L	EPA 200.8	0.001 mg/L	12/9/19	IPC
Iron	0.013 mg/L	EPA 200.7	0.005 mg/L	12/10/19	MBN
Manganese	< 0.0008 mg/L	EPA 200.8	0.0008 mg/L	12/9/19	IPC
Silver	0.0006 mg/L	EPA 200.8	0.0001 mg/L	12/9/19	IPC
Zinc	0.016 mg/L	EPA 200.8	0.001 mg/L	12/9/19	IPC

Abbreviations/ References:

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



DATA APPROVED FOR RELEASE BY

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



Commerce City Lab
 10411 Heinz Way
 Commerce City CO 80640

Lakewood Service Center
 12860 W. Cedar Dr., Suite 100A
 Lakewood CO 80228

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

Chain of Custody Form

Report To Information		Bill To Information (If different from report to)		Project Name / Number	
Company Name: <u>HA Benet Hill Mounstery</u>		Company Name: <u>Sine</u>		Sanctuary of Peace	
Contact Name: <u>Vincent Crowder</u>		Contact Name:		New Well	
Address: <u>3190 Benet LN</u>		Address:		Task Number (Lab Use Only)	
City: <u>Golden</u> State: <u>CO</u> Zip: <u>80921</u>		City: _____ State: _____ Zip: _____		GAL Task No. 191206073	
Phone: <u>719-355-1639</u>		Phone:		JML	
Email: <u>Vcrowder@benet-hill-mounstery.org</u>		Email:			
Sample Collector: <u>Vincent Crowder</u>		Sample Collector:			
Sample Collector Phone: <u>719-355-1639</u>		Sample Collector Phone:			
PO No.:		PO No.:			

Date	Time	Sample Matrix (Select One Only)			No. of Containers	Grab or (Check One Only) Composite	Tests Requested	Seals Present Yes <input type="checkbox"/> No <input type="checkbox"/>	Temp. <input type="checkbox"/> C <input type="checkbox"/> F	Sample Pres. Yes <input type="checkbox"/> No <input type="checkbox"/>	Date/Time:
		Waste Water <input type="checkbox"/>	Soil <input type="checkbox"/>	Drinking Water <input type="checkbox"/>							
12/6/19	12:30 PM	Ground Water <input checked="" type="checkbox"/>	Sludge <input type="checkbox"/> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>		1						
		* 3 PAY TAT *									
Instructions:		C/S Info:			C/S Charge <input type="checkbox"/>		Received By:		Date/Time:		
Relinquished By: <u>[Signature]</u>		Date/Time: <u>12/6/19-3:40 pm</u>			Relinquished By: <u>HA</u>		Date/Time: <u>12/16/19</u>		Received By: <u>[Signature]</u>		

Analytical Results

TASK NO: 191206073

Report To: Vincent Crowder
Company: Benet Hill Monastery
3190 Benet Lane
Colorado Springs CO 80921

Bill To: Vincent Crowder
Company: Benet Hill Monastery
3190 Benet Lane
Colorado Springs CO 80921

Task No.: 191206073
Client PO: Paid CC
Client Project: Sanctuary of Peace New Well

Date Received: 12/6/19
Date Reported: 12/11/19
Matrix: Water - Ground

Customer Sample ID Benet Hill Monastery Main Well
Sample Date/Time: 12/6/19 12:30 PM
Lab Number: 191206073-01

Test	Result	Method	ML	Date Analyzed	Analyzed By
Bicarbonate	48.7 mg/L as CaCO3	SM 2320-B	0.1	12/10/19	ERL
Calcium as CaCO3	2.3 mg/L	EPA 200.7	0.1	12/10/19	MBN
Carbonate	< 0.1 mg/L as CaCO3	SM 2320-B	0.1	12/10/19	ERL
Hydroxide	< 0.1 mg/L as CaCO3	SM 2320-B	0.1	12/10/19	ERL
Langelier Index	-2.41 units	SM 2330-B		12/11/19	SAN
pH	7.25 units	SM 4500-H-B	0.01	12/6/19	IPC
Temperature	20 °C	SM 4500-H-B	1	12/6/19	IPC
Total Alkalinity	48.7 mg/L as CaCO3	SM 2320-B	0.1	12/10/19	ERL
Total Dissolved Solids	88 mg/L	SM 2540-C	5	12/11/19	ISG

Abbreviations/ References:

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



DATA APPROVED FOR RELEASE BY



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

Lab Control ID: 19M03477
Received: Dec 04, 2019
Reported: Dec 12, 2019
Purchase Order No.
None Received

Customer ID: 04280Z
Account ID: Z05579

Vincent Crowder
Benet Hill Monastery
3190 Benet Lane
Colorado Springs, CO 80921

ANALYTICAL REPORT

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

By: 

Jessica Axen
Analytical Laboratories Director

Customer ID: 04280Z
 Account ID: Z05579
ANALYTICAL REPORT

Vincent Crowder
 Benet Hill Monastery

Lab Sample ID		19M03477-001						
Customer Sample ID		From Well at 3190 Benet Lane sampled on 12/04/19 @ 1230 by Vincent Crowder						
Parameter	Units	Code	Precision* Detection			Method	Analysis	
			Result	+/-	Limit		Date / Time	Analyst
Gross Alpha	pCi/L	T	0.8	1.3	0.1	SM 7110 B	12/5/19 @ 0812	SS
Gross Beta	pCi/L	T	<3.8	2.1	3.8	SM 7110 B	12/5/19 @ 0812	SS
Radium-226	pCi/L	T	<0.1	0.1	0.1	SM 7500-Ra B	12/5/19 @ 1020	SA
Radium-228	pCi/L	T	1.6	0.8	0.3	EPA Ra-05	12/2/19 @ 1231	JR

Certification ID's: CO/EPA CO00008; CT PH-0152; KS E-10265; NJ CO008; NYSELAP (NELAC Certified) 11417; RI LAO00284; WI 998376610, TX T104704256-15-6

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

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

Batch QC Summary Form

Analyte: Gross Alpha

Control Standard/LFB: ID: C-11 pCi/mL: 57.4 (use 1 diluted)

Spike Solution: ID: C-11 pCi/mL: 57.4 (use 1 mL)

Spike Recovery Calculation: Sample: Tap*

Calculation:
$$\frac{(55.2) (1.000) - (0.1) (0.200)}{57.4} \times 100 = 96\%$$

Batch QC Evaluation:

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

* Required for batch size greater than 10 samples.

Conclusions:

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


Reruns Required: _____

Narrative:

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

Batch Listing by Lab Control Number:

19M03477 _____
 19M03434 _____
 19M03436 _____
 19M03445 _____
 19M03446 _____
 19M03449 _____

Evaluator:
 _____

Date 12/06/2019

Batch QC Summary Form

Analyte: Gross Beta

Control Standard/LFB: ID: C-11 pCi/mL: 44 (use 1 diluted)

Spike Solution: ID: C-11 pCi/mL: 44 (use 1 mL)

Spike Recovery Calculation: Sample: Tap*

Calculation: $\frac{(36.7) (1.000) - (0.0) (0.200)}{44} \times 100 = 83\%$

Batch QC Evaluation:

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

* Required for batch size greater than 10 samples.

Conclusions:

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

Reruns Required: _____

Narrative:

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

Batch Listing by Lab Control Number:

19M03477 _____
 19M03434 _____
 19M03436 _____
 19M03445 _____
 19M03446 _____
 19M03449 _____

Evaluator:
 _____

Date 12/06/2019

**HAZEN RESEARCH, INC.
RADIOCHEMISTRY LABORATORY**

Date: 12/06/2019

Batch QC Summary Form

Analyte: Radium-226

Control Standard/LFB: ID: NBL-6A pCi/mL: 23 (use 2 diluted)

Spike Solution: ID: NBL-6A pCi/mL: 23 (use 2 mL)

Spike Recovery Calculation: Sample: 19M03188-001c

Calculation:
$$\frac{(47.1) (1.000) - (0.0) (1.000)}{46} \times 100 = 102\%$$

Batch QC Evaluation:

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

* Required for batch size greater than 10 samples.

Conclusions:

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

Reruns Required: _____

Narrative:

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

Batch Listing by Lab Control Number:

19M03188 _____
 19M03189 _____
 19M03180 _____
 19M03183 _____
 19M03184 _____
 19M03185 _____
 19M03190 _____
 19M03477 _____

Evaluator:


Date: 12/11/2019

**HAZEN RESEARCH, INC.
RADIOCHEMISTRY LABORATORY**

Date: 12/06/2019

Batch QC Summary Form

Analyte: Radium-228

Control Standard/LFB: ID: NBL-7A pCi/mL: 13.2 (use 10 diluted)

Spike Solution: ID: NBL-7A pCi/mL: 13.2 (use 10 mL)

Spike Recovery Calculation: Sample: 19M03185-001c

$$\text{Calculation: } \frac{(140.2) - (1.000)}{132} - \frac{(1.6) - (1.000)}{132} \times 100 = 105\%$$

Batch QC Evaluation:

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

* Required for batch size greater than 10 samples.

Conclusions:

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

Reruns Required: _____

Narrative:

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

Batch Listing by Lab Control Number:

19M03164 _____
 19M03184 _____
 19M03185 _____
 19M03477 _____
 19M03138 _____

Evaluator:
 _____

12/11/2019
 Date _____



HAZEN RESEARCH, INC.
 4601 INDIANA STREET
 GOLDEN, CO 80403
 Phone - (303) 279 4501 Fax - (303) 278 1528

CHAIN OF CUSTODY RECORD, P. 1

19m09477

Customer Information		Billing Information (If different)	
Client Name:	Benet Hill Monastery	Billing Name:	Benet Hill Monastery
Contact:	Vincent Crowder	Billing Contact:	Vincent Crowder
Address:	3190 Benet Lane Colorado Springs, CO 80921	Billing Address:	3190 Benet Lane Colorado Springs, CO 80921

Phone: 719-355-1639 e-mail: vcrowder@benethillmonastery.org PO # e-mail: same

Report Delivery: Email Only _____ EMAIL and USPS (Additional \$2.00 per report) X

Sample Return (If not selected below, sample will be shipped back at client expense and added to the invoice. Not applicable to RadChem Waters)

Non-hazardous sample disposal (\$2.00/sample) X Sample returned to client (UPS cost + overhead fee) _____

Sampler's Name(s) (Print) Vincent Crowder (Signature)

Sample Identification	Sample Date and Time	Grab	Composite	Samp Type(1)	No. of Containers	Cont. Type(2)	Preservative(3)	Analyses Required
From Well at 3190 Benet Lane	12/4/19 12:30pm			DW	1	P		Gross Al Gross Al Ipha/Beta - Water Combined Radium-226 & Radium-2281

Rush

(1) DW=Drinking Water WW=Wastewater SW=Surface Water SO=Soil GW=Ground Water SL=Sludge HZ=Hazardous O=Other

(2) P=Plastic G=Glass O=Other

(3) N=Nitric Acid U=Unpreserved C=Cooled S=Sulfuric Acid B=Sodium Hydroxide T=Sodium Thiosulfate Z=Zinc Acetate O=Other

By submitting samples for analysis, client agrees that services shall be governed by Hazen's analytical terms and conditions; Hazen's terms and conditions supersede other terms and conditions (see page 2).

Relinquished by	Date/ Time / /	Received by	Date/ Time / /
Relinquished by	Date/ Time / /	Received by	Date/ Time / /
Shipped by	Date/ Time / /	Received for Lab by 	Date/ Time 12/4/19 1506
Method of Shipment	Requested Turnaround Time		
Lab use only	Standard <input type="checkbox"/>	Rush (Must be approved, additional charges apply)	<input checked="" type="checkbox"/>

~~Radon Adaptor Send~~ 12/4/19

Rec'd Preserved: Y N Date/Time: 12/4/19 @ 1512

STANDARD BACTERIOLOGICAL WATER TEST

METHOD: SM-9223B

Date 10/9/19 Time 1547 Rcd MB

El Paso County Public Health Laboratory

EPA ID# CO00025

Date 10/9/19 Time 1600 Tested [initials]

1675 West Garden of the Gods Road, Suite 2044, Colorado Springs, CO 80907 • (719) 578-3120

Date 10/10/19 Time 1130 Comp. [initials]

PWSID # C 0 0 2 2 1 1 3 8

- Raw
- Finished
- LT2
- Quantitative

Lab Sample # 1026519

Facility ID DS001

Sample Point ID TCR005

Sample Taken: Date 10/9/19 Time 12:10 PM Name of Supply Distribution System

Address where sample was taken: 3190 Benet Ln - Colorado Spgs 80921

Sample site location West Hall Bathroom Sampler VC Chlorine 0.2 mg/L

- Community Supply
- Private
- Well
- City
- Non-Community
- EHS
- Surface/Spring
- Cistern

Results to Vincent Crowder Phone 719-355-1639

Mailing address 3190 Benet Ln

City/State/Zip: Colo Spgs, Co 80921

Fax/Email VCrowder@benethillmonastery.org
Please Mail + Email Results:

Colifert Results Per 100ml

Absence: Absence of coliform bacteria

Presence: Presence of coliform bacteria & non-compliance with drinking water standards. The water supply should be treated & retested

MPN/100 ml _____

Absence: E. Coli: Escherichia coli bacteria

Presence:

MPN/100 ml _____

Section 4

Section 4: Process Flow Diagram/ Hydraulic Profile (DCPWS Section 1.2.4)

Project Title: Sanctuary of Peace POA Water System

Process Flow Diagram

See Insert Next Page

SANCTUARY OF PEACE POA WATER SYSTEM
PRELIMINARY PLAN OF OPERATION
Public Water System Identification (PWSID) No. CO0121702
El Paso County ES Project No.ES.20.DWDR.05394

The Sanctuary of Peace POA Water System is composed of a potable water well, a water distribution building, storage tanks, water line distribution system, individual meter pits, and individual service lines.

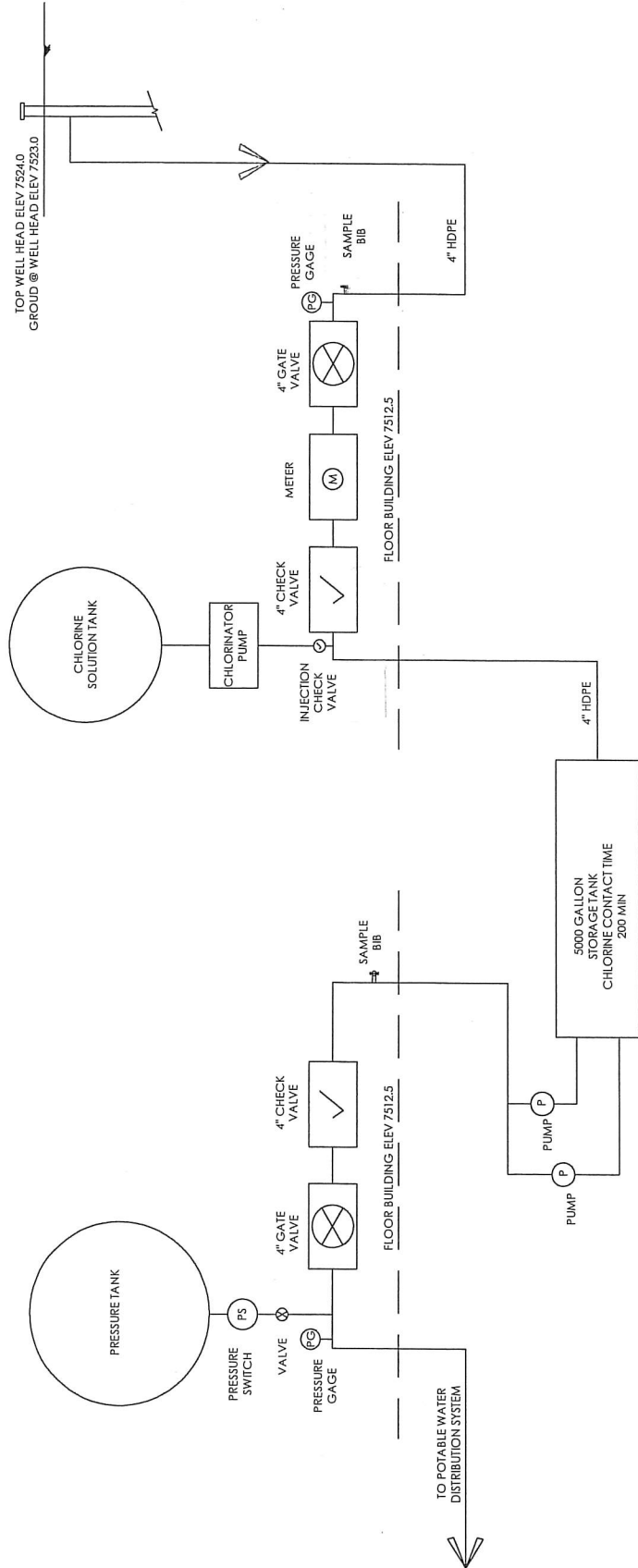
The water distribution building contains distribution piping, water meter with meter pulser system, hypochlorite tank, chlorine pulsafeeder pump, pressure tank with pressure gauges and controls. Electric service to the water distribution building will be supplemented by a back up gas powered generator.

The storage tanks will have a float switch water level sensor controls. The water distribution system will be regulated by a pressure tank systems with pressure switch controls. The chlorine injection to the water distribution system will be controlled by a pulsafeeder pump actuated by the meter pulser system.

When the Sanctuary of Peace POA Water System is put into service it will function as herein described. When a demand call for water is placed on the system the initial call will be supplied by the pressure tank at 65 pounds per square inch gauge (psig) . When the pressure reduces to 45 psig the pressure tanks switch will actuate the storage tanks inline cistern pump. Should the system demand exceed the first pump supply the second inline cistern pump in series with the first will provide the demand to the water system.

Once the storage tanks deplete themselves to the low water level the float switch water level sensor controls will actuate the water well pump to supply the storage tanks with water until the high water level float switch is actuated to shut the water well pump off. When the water well pump is running the water meter is registering water accumulative usage. The Pulser System frequency transmitter on the water meter actuates the pulsafeeder pump to inject chlorine solution into the storage tanks 4' filler line.

Once water demands are met the water well pump will stop as high water level has been reached and the float switch shuts off water well pump. Water well meter stops which shuts off chlorine pump. System then operates on pressure tank.



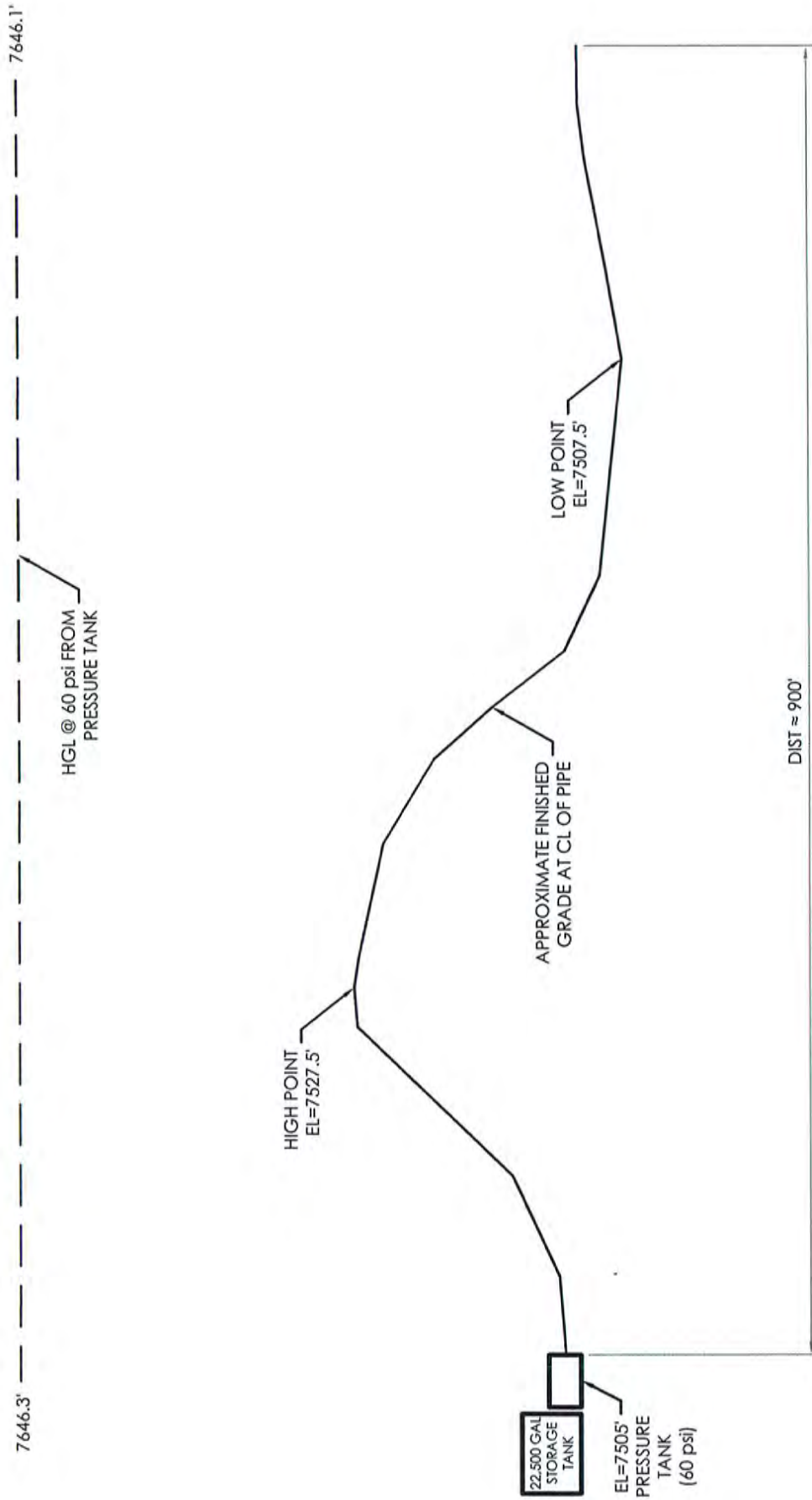
PROCESS FLOW DIAGRAM

NO SCALE

See Insert Next Page

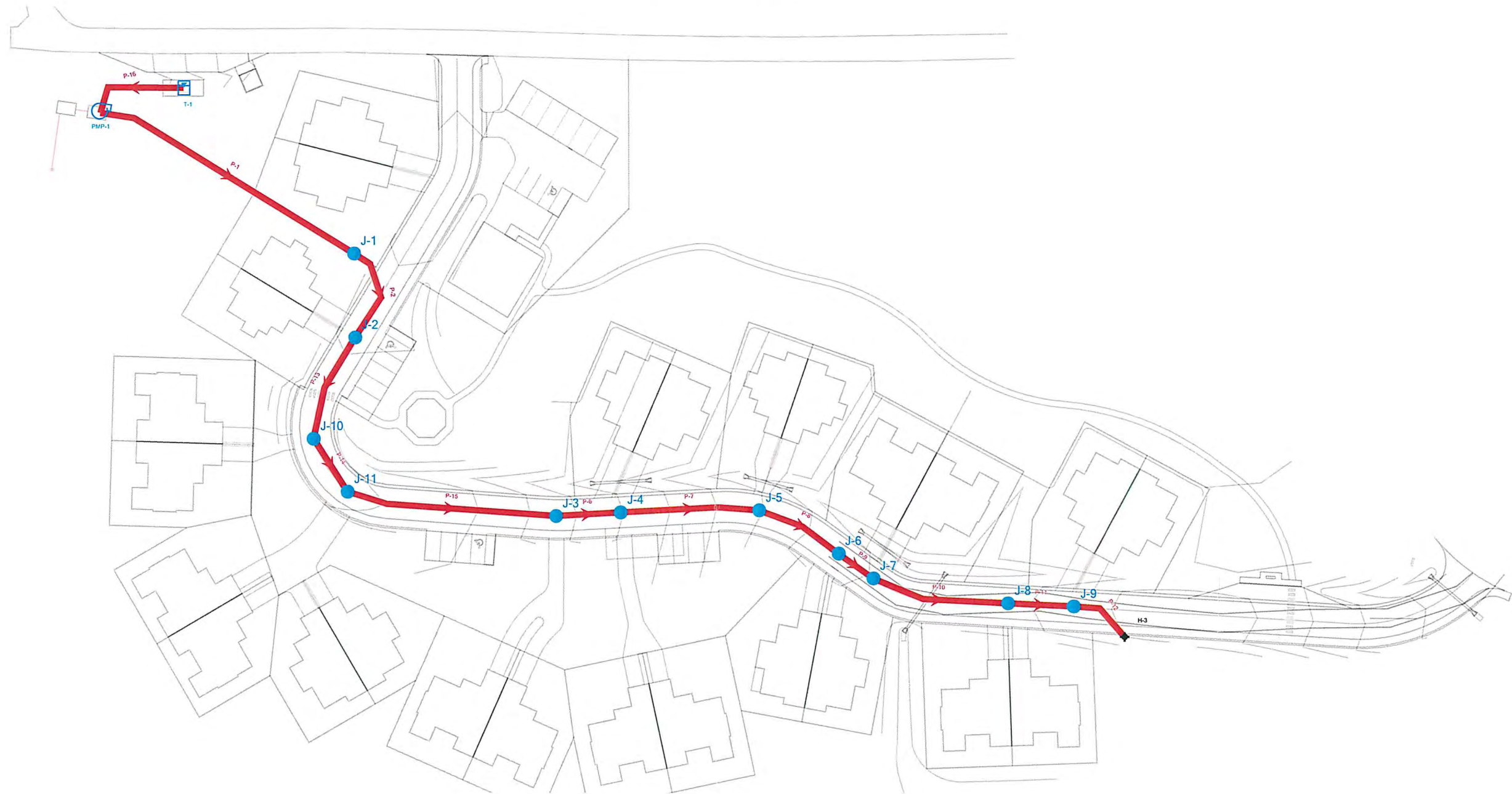
HYDRAULIC GRADE LINE PROFILE

NO SCALE



NOTE: GRADE LINE CALCULATED WITH THE PUMP DELIVERING 28 GPM AND OPERATING WITH A PRESSURE HEAD OF 60 psi.

Scenario: Base



ID	Label	Length (Scaled) (ft)	Start Node	Stop Node	Diameter		Hazen-Williams C	Has Check Valve?	Coefficient t (Local)	Flow (gpm)	Velocity (ft/s)	Headloss		Length (User Defined) (ft)
					(in)	Material						Gradient (ft/ft)	Has User Defined Length?	
32	P-1	189	PMP-1	J-1	4	PVC	150	FALSE	0	27	0.69	0.001	FALSE	0
34	P-2	66	J-1	J-2	4	PVC	150	FALSE	0	24	0.61	0	FALSE	0
56	P-13	72	J-2	J-10	4	PVC	150	FALSE	0	22	0.56	0	FALSE	0
42	P-6	42	J-3	J-4	4	PVC	150	FALSE	0	14	0.36	0	FALSE	0
44	P-7	90	J-4	J-5	4	PVC	150	FALSE	0	10	0.26	0	FALSE	0
46	P-8	59	J-5	J-6	4	PVC	150	FALSE	0	8	0.2	0	FALSE	0
48	P-9	28	J-6	J-7	4	PVC	150	FALSE	0	6	0.15	0	FALSE	0
50	P-10	90	J-7	J-8	4	PVC	150	FALSE	0	4	0.1	0	FALSE	0
52	P-11	43	J-8	J-9	4	PVC	150	FALSE	0	2	0.05	0	FALSE	0
54	P-12	41	J-9	H-3	4	PVC	150	FALSE	0	0	0	0	FALSE	0
58	P-14	41	J-10	J-11	4	PVC	150	FALSE	0	20	0.51	0	FALSE	0
59	P-15	137	J-11	J-3	4	PVC	150	FALSE	0	16	0.41	0	FALSE	0
62	P-16	56	T-1	PMP-1	4	PVC	150	FALSE	0	27	0.69	0.001	FALSE	0

ID	Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
31	J-1	7523	3	7646.19	53
33	J-2	7523	2	7646.17	53
39	J-3	7515	2	7646.1	57
41	J-4	7512	4	7646.1	58
43	J-5	7506	2	7646.09	61
45	J-6	7503	2	7646.08	62
47	J-7	7502	2	7646.08	62
49	J-8	7502	2	7646.08	62
51	J-9	7503	2	7646.08	62
55	J-10	7521	2	7646.14	54
57	J-11	7520	4	7646.13	55

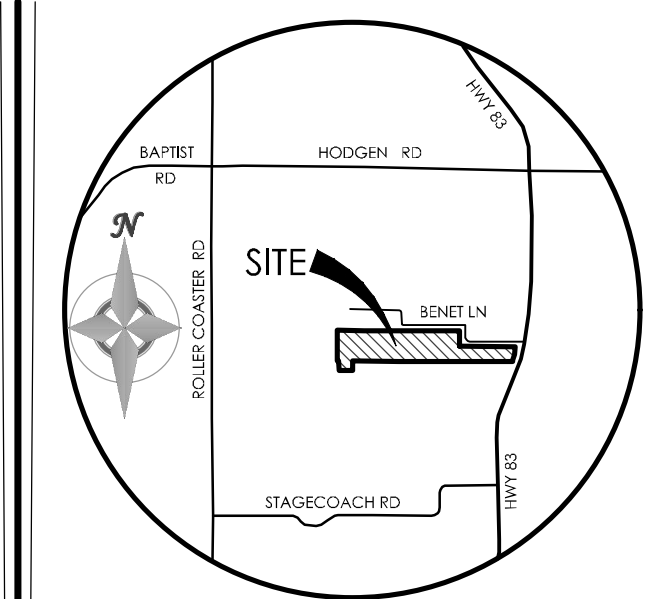
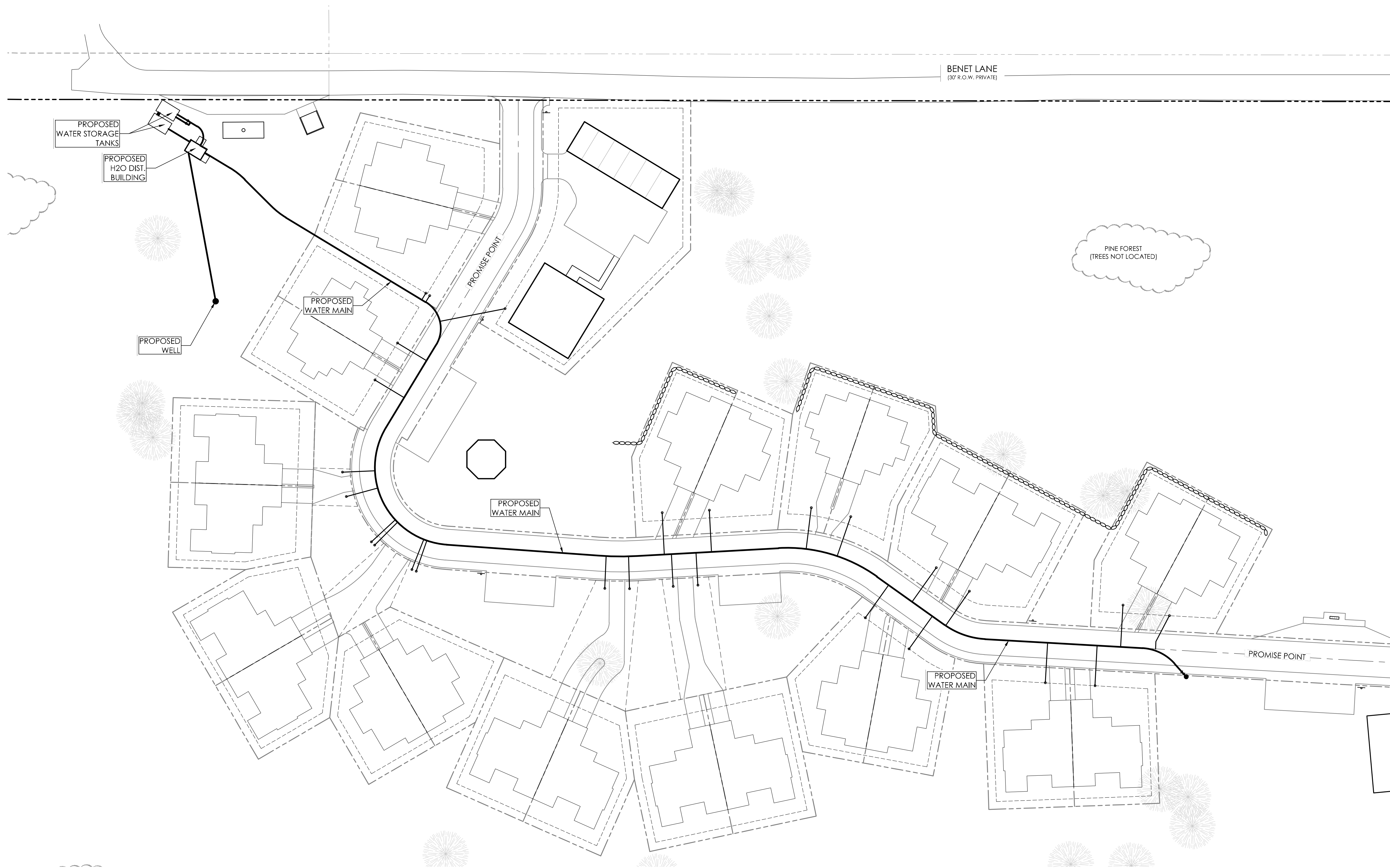
Section 5

Section 5: Capacity Evaluation and Design Calculations (DCPWS Section 1.2.5)

Project Title: Sanctuary of Peace POA Water System	
Discussion of calculations included	
<ul style="list-style-type: none"> - Demonstration of Water Rights and resulting Maximum allowable flow - Calculated average daily demand, max day demand and Peak hour based on population - Storage 	
Unit Processes (e.g. flocculation, hypochlorite addition)	Unit Process Description at Rated Capacity
Water Rights	Consolidated Case Nos. 18CW3019 & 18CW3040 Div. 1 = 8.37 ac-ft per year (See Water Court Decree) $8.37 \text{ ac-ft} \times 43,560 \text{ cf/ac-ft} \times 7.48052 \text{ gallon/cf} = 2,727,377 \text{ gallons/yr}$ $2,727,377 \text{ gal} / 365.25 \text{ days/yr} = 7,467 \text{ gpd average use allowed by decree}$ $7,467 \text{ gpd} / 1,440 \text{ min/day} = 5.2 \text{ gpm average use}$
Design water Demand	Site is 26 duplex units with 14 one-bedroom, 12 two-bedroom and clubhouse with 4 bedrooms (at hotel rate of 1/2 per room). Total = 40 bedrooms. Ave daily flow rate = 40 rooms at 1.2 people per room x 100 gallons per day = 4800 gpd = 3.3 gpm Max Day Demand = 3.3 gpm x 2.65 = 8.8 gpm Peak Hour = 3.3 x 4.5 = 15.0 gpm
Storage	Required storage is average daily demand = 4,800 gallons Backup is raw water pump capacity of two 20 gpm pumps with anticipated well production capacity of 25 gpm
Chlorination	Well = 25 gpm - Cistern pumps = 2 @ 20 gpm Ea - Total Tank Volume = 2 @ 2500 gal Ea connected in series - Estimated Baffling Efficiency = 10% - Standby storage = 1250 gal - Dead storage = 750 gal - disinfection Treatment prior to first tap to be 6 mg-min/L = CT - 2000 gal x 0.10 = 200 gal - Time (T) = 200 gal/20 gpm = 10 min - Required Free Chlorine Residual (C) = 6 mg-min/L / 10min = 0.6 mg/L - Therefore free chlorine residual to be at least 0.6 mg/L at entry to Water Distribution system.

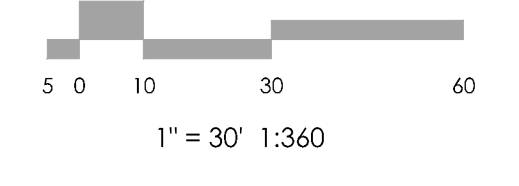
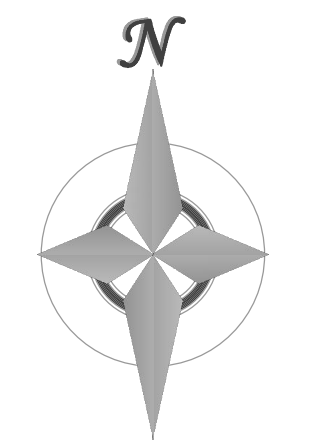
EXAMPLE

<p>Surface Water Treatment</p>	<p>Chemical addition (e.g., alum, polymers, alkalinity, carbon source, etc) Purpose (e.g., pH adjustment, enhanced sedimentation, pathogen removal) Dosage rate XX:1 Chemical and concentration</p> <p>Flocculation Method Volume = XXXX gallons Detention Time (average) = XX hrs. @ XX MGD Detention Time (peak) = XX hrs. @ XX MGD Mixing Method and Capacity Number basins, mixers</p> <p>Clarification Method Volume = XXXX gallons SOR = XXXX gpm/sqft. Detention Time (average) = XX hrs. @ XX MGD Detention Time (peak) = XX hrs. @ XX MGD Velocity = XX ft/min Loading = XX lbs/1000 cu. ft/d. Number basins Effluent collection method</p> <p>Filtration Type (e.g., Single Media or Multimedia) Surface Area = XXXX sq. ft. Depth = X inches Flow rate = X.X gpm/sq. ft. Number of units Media specs Backwash methods.</p>
<p>Pathogen Disinfection</p>	<p>Identify Primary and Backup</p> <p>Chlorination w/ chlorine contact chamber Type (e.g., gas, liquid) Volume = XXXXX gallons Length/Width Ratio = XX:1 Detention Time = XX min. @ Peak Flow Baffling Factor Log inactivation achieved</p>



VICINITY MAP
NOT TO SCALE

BENCHMARK
FOUND PROPERTY CORNER SOUTHWEST OF BENET LANE
WHERE BENET LANES TURNS NORTH (APPROX. 1200 FT FROM
HIGHWAY 83), ELEVATION = 7502.79'



MVE, INC.
ENGINEERS / SURVEYORS

1903 Library Street, Suite 200 Colorado Springs, CO 80909 719.635.5736

REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILT BY _____
CHECKED BY _____

SANCTUARY OF PEACE
RESIDENTIAL COMMUNITY

OVERALL
WATER SYSTEM PLAN

MVE PROJECT 61087
MVE DRAWING -WSYS-OVERALL

JUNE 10, 2020
SHEET 1 OF 1

PUDSP-19-002

Section 6

Section 6: Monitoring and Sampling Evaluation (DCPWS Section 1.2.6)

Project Title: Sanctuary of Peace POA Water System

Sampling locations and parameters to be monitored

See Insert beginning next page

Discussion of control strategy

See Insert beginning next page

Public Water System Monitoring Plan

System Name	SANCTUARY OF PEACE POA
PWSID (Assigned by Department)	CO0121702
County	EI Paso
School or Daycare	No
Describe Changes	Proposed New Water System

Submittal to the Department

Submit Online (Preferred): wqcdcompliance.com/login

Fax: 303-758-1398

WQCD - B2 - Drinking Water CAS

4300 Cherry Creek Drive South

Denver, CO 80246-1530

Revisions

Water systems are required to submit any changes to the Department within thirty (30) calendar days following the effective date of the change. **If submitting revisions please only submit the individual section(s) that changed.**

Monitoring Schedules

All routine monitoring information, facilities and sample points (with state assigned IDs), system classification, and system source classification is available at wqcdcompliance.com/schedules. Schedules are updated on a weekly basis and should be checked regularly for any changes.

Immediately call [303-692-3308](tel:303-692-3308) (or [1-877-518-5608](tel:1-877-518-5608) if after-hours) for:

1. Positive coliform or Positive *E. coli*.
2. Nitrate greater than or equal to 10.0 mg/L.
3. Nitrite greater than or equal to 1.0 mg/L.
4. Surface water high turbidity or inadequate disinfection.
5. Chlorine dioxide greater than or equal to 0.8 mg/L.
6. Chlorite greater than or equal to 1.0 mg/L.

Contact Information

Completed by: **Dave Stanford**

Signature:



Certification of Accuracy: I hereby certify that the information is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

System Physical Address (Not Mailing)

Address: **Promise Point**

City: **Colorado Springs** State: **CO** Zip: **80921**

System Phone: **719-355-1639** **System** Email: **VCROWDER@BENETHILLMONASTERY.ORG**

Administrative Contact (AC) Name: **VINCENT CROWDER**

(The primary contact person for all Department mail or other communications regarding drinking water compliance)

Mailing Address: **3190 BENET LANE**

City: **COLORADO SPRINGS** State: **CO** Zip: **80921**

Phone: **719-355-1639** E-mail: **VCrowder@benethillmonastery.org**

** If the Administrative Contact is also the Distribution or Treatment Operator and is not the owner or legal representative of the water system (e.g. contract operator), a signed delegation form must be submitted. (Form can be downloaded at: <https://www.colorado.gov/cdphe/monitoringplans>) **

Legally Responsible Water System Owner Name: **BENET HILL MONASTERY OF CO SPRINGS INC**

(An individual, corporation, partnership, association, state or political subdivision thereof, municipality, or other legal entity)

Mailing Address: **3190 BENET LANE**

City: **COLORADO SPRINGS** State: **CO** Zip: **80921**

Phone: **719-633-0655** Email: **VCROWDER@BENETHILLMONASTERY.ORG**

Emergency Contact Name: **David Stanford**

(Someone the Department can contact in an emergency if the administrative contact is unavailable)

Phone: **719-687-2386** Email: **D.STANFORD@H2OCONSULTANTS.BIZ**

Distribution System (DS) Operator Name: **DAVID STANFORD**

(A certified operator designated by the owner to have ultimate responsibility for decisions regarding operational activities)

Operator ID#: **6107** (not the certificate number)

Phone: **719-687-2386**

Email: **D.STANFORD@H2OCONSULTANTS.BIZ**

DS Operator Signature:



Treatment Operator Name: **DAVID STANFORD**

Same as DS? **Yes/No**

(A certified operator designated by the owner to have ultimate responsibility for decisions regarding operational activities)

Operator ID#: **6107** (not the certificate number)

Phone: **719-687-2386** Email: **D.STANFORD@H2OCONSULTANTS.BIZ**

Treatment Operator Signature:



Population Types and Seasons

Completed by: **Dave Stanford**

Signature:



Certification of Accuracy: I hereby certify that the information is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Service Connections provide water through a pipe or constructed conveyance for human consumption which includes drinking, showering, hand-washing, or cooking. Examples of service connections: single family homes, a metered multi-family dwelling unit, a business building, a mobile home trailer, or camp spigot.

Total Number of Service Connections (Residential and Commercial): **27**

Resident Population is the number of people who live there.

Resident Population: **54**

Non-Transient Population is the number of same people who have regular opportunity to consume the water for six months or more per calendar year, but do not reside there. These are usually students or employees. Regular opportunity is defined as four or more hours per day, for four or more days per week, for six months or more per year.

Non-Transient Population: **N/A** Season **N/A** (month) to **N/A** (month)

Transient Population is the daily average number of people who have an opportunity to consume the water, but are not residents or non-transients. These are customers, visitors, or seasonal employees

If your transient population varies by season you may specify multiple seasonal populations, otherwise enter January and December for the months.

Average Transients per day in the busiest month is **10** - Busy season **May** (month) to **September** (month)

Average Transients per day in the busiest month is **10** - Other season **May** (month) to **September**(month)

If you need assistance, please call (303) 692-3556 or visit colorado.gov/cdphe/dwcontact.

Definitions of the terms used in this form may be found in 5 CCR 1002-11 (Regulation 11) available at colorado.gov/cdphe/water-quality-control-commission-regulations.

Water haulers please follow the instructions in the operational handbook available at colorado.gov/cdphe/hauler.

Water Sources Definitions

Water Types

Groundwater (GW) - Any water under the surface of the ground being neither "surface water" nor "groundwater under the direct influence of surface water."

Surface water (SW) - Any water source that is open to the atmosphere and subject to surface runoff.

Groundwater under the direct influence of surface water (GWUDI or GU) - Any water beneath the surface of the ground with significant occurrence of insects or other macro-organisms, algae or large-diameter pathogens such as *Giardia lamblia* or *Cryptosporidium*; or significant and relatively rapid shifts in water characteristics such as turbidity, temperature, conductivity or pH that closely correlate to climatological or surface water conditions.

Purchased water (GWP, SWP or GUP) - Water that you receive (whether or not you purchase it) from another water system or water hauler.

Integration agreement - An agreement between two or more public water systems, one of which is a wholesale/supply system, whose distribution systems are physically connected. The systems agree to operate using a common set of standards that the wholesale system establishes for the purpose of maintaining and protecting drinking water quality. Integrated systems must submit their agreement to the Department for approval.

Availability

Permanent (P) - A primary water facility.


Emergency (E) - A water facility that is used only as the result of extreme circumstances, and is otherwise kept offline. This type of facility is most likely never used. Nitrate and total coliform samples would need to be obtained within 2 days after start-up and the **Department must be notified of start-up within 24-hours**.

Interim (I) - A water facility that is either used as a result of high water demand or out of necessity to maintain water rights. The facility may be used once every few weeks or months or once every few years. Routine Sampling will be required at the Entry Point to the Distribution System.

Seasonal (S) - A water facility that is typically used every year to aid a system in meeting high water demands. While a water system may not know when it will need a seasonal source, it is most often used every year. These also may be referred to as peaking facilities. Routine sampling will be required at the Entry Point to the Distribution System.

Water Source Details

Completed by: **Dave Stanford**

Signature: 

Groundwater Sources					
Facility ID (Assigned by Department)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	DNR Permit # - Aquifer Name	Well Depth at Completion
	Well # 1	P			1,000

Ground Water Under the Direct Influence of Surface Water Sources (GWUDI)					
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	DNR Permit # - Aquifer Name	Well Depth at Completion

Surface Water Sources			
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation

Purchased Water Sources							
Facility ID (Assigned by Dept)	PWSID - Name of Supplying Water System	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in use	Type (GW, SW or GWUDI)	Connection Location cross-streets	Do you receive treated or raw water	Approved Integration Agreement? Yes / No

Combined Raw Source Sampling Locations					
Used when raw sources blend and there is a sample tap that represents multiple blended sources					
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in use	Combining Sources Facility IDs and Names	Treatment Plant it Flows to

Water Treatment Codes

The codes below are generated by the USEPA for the purpose of standardizing the treatment processes as they are cataloged and tracked within the federal and state database programs. Water systems should have individual process flow diagrams for treatment; from these diagrams, each process should have an associated name. If you struggle to understand the different treatment codes below, please contact the Division's Engineering Section for assistance.

DISINFECTION

GASEOUS CHLORINATION (401)
HYPOCHLORINATION BLEACH (421)
CHLORAMINES (200)
CHLORINE DIOXIDE (220)
ULTRAVIOLET RADIATION (720)
OZONATION (541)
CONTACT TIME PROVIDED (825)

FILTRATION

ANION EXCHANGE (836)
CATION EXCHANGE (835)
FILTRATION, BAG (801)
FILTRATION, BAG - ROUGHING (810)
FILTRATION, CARTRIDGE (341)
FILTRATION, CARTRIDGE - ROUGHING (865)
FILTRATION, MICROFILTRATION (895)
FILTRATION, PRESSURE SAND (344)
FILTRATION, RAPID SAND (345)
FILTRATION, ULTRAFILTRATION (347)
FILTRATION, GREENSAND (343)
NANOFILTRATION (890)
NATURAL OR RIVERBANK FILTRATION (GWUDI) (826)
REVERSE OSMOSIS (640)

PRETREATMENT, COAGULATION AND SEDIMENTATION

AERATION (820)
ACTIVATED CARBON, GRANULATED (121)
ACTIVATED CARBON, POWDERED (125)
COAGULATION (240)
DISSOLVED AIR FLOTATION (880)
FLOCCULATION (360)
HYDRAULIC JET MIXING (831)
IN LINE STATIC MIXING (830)
MICROSCREENING (520)
PERMANGANATE (560)
PRESEDIMENTATION (840)
RAPID MIX (600)
SEDIMENTATION (660)
UPFLOW CLARIFIER (845)

OTHER FORMS OF TREATMENT

ACTIVATED ALUMINS (100)
ALGAE CONTROL (160)
BLENDING (896)
FLUORIDATION (380)
INHIBITOR, SILICATE (449)
INHIBITOR/SEQUESTERING AGENT, PHOSPHATE BASED (815)
PEROXIDE (580)
PH ADJUSTMENT - SUPPRESSION (847)
PH ADJUSTMENT - ELEVATION (848)
REDUCING AGENT (620)

Water Treatment Plant Details

Completed by: **Dave Stanford**

Signature: 

Treatment Plants				
Facility ID (Assigned by Department)	Plant Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	Contributing Sources Facility IDs and Names
	SANCTUARY OF PEACE WTP	P		Well #1
Treatment Codes (see previous page for codes)				
Provide a Detailed Description of the Water Treatment System (including descriptions of tanks used for disinfection contact time)				
<p>Water will be pumped from well #1 to the treatment plant. HYPOCHLORINATION BLEACH (421) will be added to the raw well water at the water treatment/controls plant. Chlorinated water will move to chlorine contact tanks. From chlorine contact tanks water will flow to a water storage tank. The water distribution system will be pressurized using pumps drawing water from the water storage tank.</p>				

Distribution System Definitions

Entry point -A location before or at the first customer which is representative of treated (finished) water. The entry point may represent treated water from multiple treatment plants and/or multiple sources. Sometimes the water treatment plant is the first tap.

Distribution system storage facility - Any treated (finished) water storage tank at the treatment plant or in the distribution system that is not considered part of disinfection contact time (i.e. after the entry point).

Booster treatment facilities - Any chemical booster stations after the first customer (such as disinfection or corrosion control chemical booster stations in the distribution system).

Consecutive connection - A master meter connection from your water system to another water system for purposes of supplying drinking water to the other system.

Integration agreement - An agreement between two or more public water systems, one of which is a wholesale/supply system, whose distribution systems are physically connected. The systems agree to operate using a common set of standards that the wholesale system establishes for the purpose of maintaining and protecting drinking water quality. **Integrated systems must submit their agreement to the Department for approval.**

Pump station - A facility used to pump water or increase water pressure. Pump stations are not used for chemical additions or other treatment and do not need to be reported on this form.

Distribution System Details

Completed by: **Dave Stanford**

Signature:



Number of Distribution Systems

How many distribution systems does the system have? **1** If more than one, how are the distribution systems operated? (i.e. are they completely independent of each other or does water flow from one to another through operator-controlled valves, etc.):

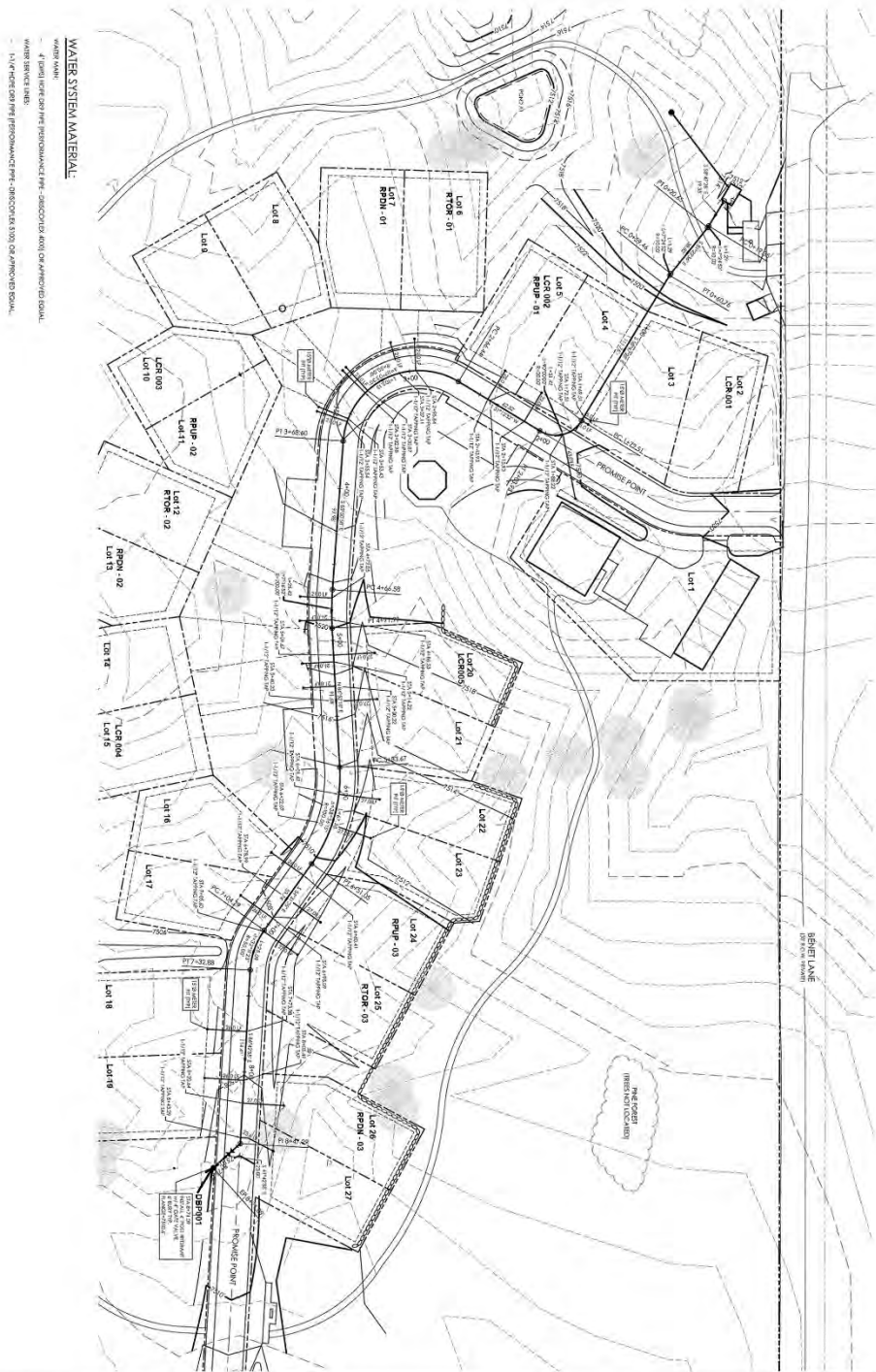
Entry Points to Distribution System	
<i>Residual Disinfectant, Nitrate, Nitrite, Inorganics, Volatile Organics, Synthetic Organics, Radionuclides, Chlorite, Chlorine Dioxide, and Bromate Must be Collected at All Entry Points</i>	
Facility ID (Assigned by Department)	Facility Name
	Entry Point to Distribution System

Storage & Other Facilities				
Facility ID (assigned by Department)	Facility Name	After Entry Point (In Distribution)	Contributing Treatment Plants (or Sources)	Tank Volume (gallons)
	Water Storage Tank		SANCTUARY OF PEACE WTP	

Booster Treatment Facilities (Post Entry-Point Treatment)		
Facility ID (Assigned by Department)	Facility Name	Treatment Description (use treatment codes)
	NONE	

Consecutive Connections Serving Another Water System			
Receiving System PWS ID and Name	Availability (P, E, I, or S)	Do you supply treated or raw water?	Integrated Agreement? Yes / No
NONE			

Map of Distribution System



WATER SYSTEM MATERIAL
 WATER MAIN
 4" DUCTILE CAST IRON PIPE PERFORMANCE PIPE - CONDUCTION REDUCING (CAMPBELL) DUCTILE
 WATER SERVICE MAIN
 1 1/2" DUCTILE CAST IRON PIPE PERFORMANCE PIPE - CONDUCTION REDUCING (CAMPBELL) DUCTILE

PUDSP-19-002




NEIGHBORHOOD MAP
 PROJECT LOCATION



PROJECT BY:
 SANCTUARY OF PEACE
 RECREATIONAL COMMUNITY
 WATER SYSTEM PLAN
 DISTRIBUTION &
 SERVICE LINES
 W-2
 DATE: FEBRUARY 14, 2020
 DATE EXPIRES: WSS3-WP
 SHEET 2 OF 6

Records Locations

Completed by: **Dave Stanford**

Signature: 

These records must be made available for inspection for Department staff during site visits.


Type of Record	Location Address	Retain no less than...
Total Coliform (TCR) and Fecal Coliform/ <i>E. coli</i> results AND distribution system residual disinfection monitoring results	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Revised TCR (RTCR) assessment forms or corrective actions as a result on an assessment, or other available summary documentation of the sanitary defects and corrective actions	3190 Benet Ln, Colorado Springs, CO 80921	5 years after completion of the assessment or corrective action
Chemical analyses results	3190 Benet Ln, Colorado Springs, CO 80921	10 years
All lead and copper rule documents and results	3190 Benet Ln, Colorado Springs, CO 80921	12 years
Violations of Regulation 11, including corrective action	3190 Benet Ln, Colorado Springs, CO 80921	3 years after corrective action is completed
Sanitary surveys, including any written reports, summaries or correspondences	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Variations or exemptions granted by the Department	3190 Benet Ln, Colorado Springs, CO 80921	5 years after expiration
Public notices and consumer confidence reports, including certification	3190 Benet Ln, Colorado Springs, CO 80921	3 years
Individual rule sampling plans	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Turbidity monitoring results	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Recycle flows information <ul style="list-style-type: none"> • Copy of original recycle notification and information submitted to Department • List of all recycle flows and frequency with which they are returned • Average and maximum backwash flow rate • Average and maximum backwash duration • Typical filter run length and how it is determined • Treatment provided for the recycle flow (including chemicals and doses) • Physical dimensions of the equalization/treatment units • Typical and maximum hydraulic loading rates • Frequency of solids removal 	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely
Individual filter turbidity monitoring results AND entry point residual	3190 Benet Ln, Colorado Springs, CO 80921	3 years

disinfection monitoring results		
Disinfection profiling results, including raw data and analysis	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely
Disinfection benchmark, including raw data and analysis	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely
Source water monitoring for Long Term 2 Surface Water Treatment Rule	3190 Benet Ln, Colorado Springs, CO 80921	3 years after bin classification
Notification to the Department that system meets criteria to avoid source water monitoring for Long Term 2 Surface Water Treatment Rule	3190 Benet Ln, Colorado Springs, CO 80921	3 years
Treatment monitoring associated with microbial toolbox options for Long Term 2 Surface Water Treatment Rule	3190 Benet Ln, Colorado Springs, CO 80921	3 years
Initial distribution system evaluation (IDSE) report submitted for the Stage 2 Disinfectants and Disinfection Byproducts Rule	3190 Benet Ln, Colorado Springs, CO 80921	10 years after report submitted
Corrective actions taken for the Groundwater Rule	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Invalidation of fecal indicator-positive groundwater source samples for the Groundwater Rule	3190 Benet Ln, Colorado Springs, CO 80921	5 years
For consecutive systems, documentation of notification to the wholesale system(s) of total coliform-positive samples	3190 Benet Ln, Colorado Springs, CO 80921	5 years
For systems conducting compliance monitoring for the Groundwater Rule <ul style="list-style-type: none"> Department-specified minimum disinfectant residual 	3190 Benet Ln, Colorado Springs, CO 80921	10 years
For systems conducting compliance monitoring for the Groundwater Rule <ul style="list-style-type: none"> Lowest daily disinfectant residual, date and any failure to maintain the Department-specified minimum disinfectant residual for a period of more than 4 hours Department-specified compliance requirements for membrane filtration, date and duration of any failure to meet those requirements for more than 4 hours 	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Storage Tank Rule - for each completed tank inspection, the inspection summary	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Backflow Prevention and Cross-Connection Control Rule - for Community Water Systems <ul style="list-style-type: none"> Testing, inspection and maintenance records for backflow prevention assemblies and methods. 	3190 Benet Ln, Colorado Springs, CO 80921	3 years

<ul style="list-style-type: none"> • Each annual BPCCC program report 		
Backflow Prevention and Cross-Connection Control Rule - for Non-Community Water Systems <ul style="list-style-type: none"> • Testing, inspection and maintenance records for backflow prevention assemblies and methods. • Each annual BPCCC program report 	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Water Hauler Rule <ul style="list-style-type: none"> • Water Hauler Operational Guide and associated required records 	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely

Revised Total Coliform and Groundwater Rule

Completed by: **Dave Stanford**

Signature: 

Total Coliform Site Information

Identify how the supplier will sample for total coliforms in the distribution system. The routine samples must represent the entire distribution system and should be rotated to different locations within the system if possible. This method allows for coverage of the distribution system without increasing the need for additional samples. Describe how the supplier will meet this requirement: **Sample sites will be rotated monthly**

Identify how the supplier will sample for total coliforms in the distribution throughout the sampling period (if applicable). A supplier must collect samples at regular time intervals throughout the month, unless otherwise allowed by the regulations. Describe how the supplier will meet this requirement: **One sample will be collected monthly**

Type	SDWIS Sample Point ID (Assigned by Department)	System Sample Point ID or Name	Address, City, Zip Code
Routine Site 1		Lot 6 RTOR - 01	Promise Point Colorado Springs, CO 80921
Repeat Upstream 1		Lot 5 RPUP - 01	Promise Point Colorado Springs, CO 80921
Repeat Downstream 1		Lot 7 RPDN - 01	Promise Point Colorado Springs, CO 80921
Routine Site 2		Lot 12 RTOR - 02	Promise Point Colorado Springs, CO 80921
Repeat Upstream 2		Lot 11 RPUP - 02	Promise Point Colorado Springs, CO 80921
Repeat Downstream 2		Lot 13 RPDN - 02	Promise Point Colorado Springs, CO 80921
Routine Site 3		Lot 25 RTOR - 03	Promise Point Colorado Springs, CO 80921
Repeat Upstream 3		Lot 24 RPUP - 03	Promise Point Colorado Springs, CO 80921
Repeat Downstream 3		Lot 26 RPDN - 03	Promise Point Colorado Springs, CO 80921

*To add rows to the table right mouse click on the table and click "insert row".

Distribution System Residual Disinfectant Monitoring	
The residual disinfectant must be measured at the same time and the same location as each total coliform bacteria sample. Measurements must be conducted in the field by a certified operator or under the direction of the certified operator and must be written on each total coliform chain of custody when it is submitted to the laboratory.	
Disinfectant used in the distribution system:	HYPOCHLORINATION BLEACH (421)
Residual disinfectant quality assurance/quality control (QA/QC) - explain the exact procedures to be followed to ensure that the field test measurement will be accurate. This may be found in the manufacturer's literature: Follow Hach DR 890 Free Chlorine Measurement Procedures	

FOR SYSTEMS WITH GROUNDWATER SOURCES		
Suppliers that use a groundwater source and have a TC+ in the distribution system must collect a raw water sample from each groundwater source that was in use at the time of the TC+ sample.		
Identify where the raw water sample(s) will be collected	Does the raw water sampling site(s) represent more than one source? If so, describe the raw sources that combine	If the supplier is a consecutive system, describe how the supplier will notify its wholesaler within 24 hours of being notified of a TC+ sample:
Raw Water 001	NO	

TTHM/HAA5 Stage 2 Disinfection Byproduct Sample Sites

Completed by: **Dave Stanford**

Signature: _____



Total Trihalomethanes (TTHM) and Haloacetic Acids (HAA5) Site Information

Determining Month of Peak Disinfection Byproduct (DBP) Formation:

- Many factors should be considered when determining your month.
- The main factor is water temperature.
 - August is typically the warmest month of the year with the highest water temperature.
 - For schools August or September is a typical peak month.
- Other factors beyond water temperature should be considered such as if water age is dramatically higher in a certain month of the year due to low use or snow runoff. April or May could contribute to a large spike in total organic material in the raw water.

Choosing Sample Sites:


- Alternate choosing between high TTHM and high HAA5 sample sites in the distribution system until the required number of monitoring locations has been met.
- High TTHM sites typically are where the water is oldest and chlorine residual is lowest.
- High HAA5 sites are typically near the ends of the distribution system where the chlorine residual is low, but above 0.2 mg/L or at mixing zones.
- Most systems with the option to sample both TTHM and HAA5 at one location or separately at two locations will probably find sampling at one location is justified since high TTHM and high HAA5 levels are at the same location based on the size and configuration of their water system.

Month of Peak Disinfection Byproduct Formation: **August**

SDWIS Sample Point ID (Assigned by Department)	System Sample Point ID or Name	Status	Address, City, Zip Code	Analyte
	DBP001	Proposed	Promise Point, Colorado Springs, CO 80921	TTHM/HAA5/Both

Community Lead and Copper Materials Evaluation Summary

Completed by: [Dave Stanford](#)

Signature: 

Materials Evaluation Summary by Tier Level	
Note: This is <u>not</u> a summary of the lead and copper sample pool. This is a summary of <u>all sites in the distribution system</u> that the supplier believes meets each of the criteria below.	
<u>Tier 1 Sites</u> - Single family structures, currently being used as either a residence or place of business	Number of Site Locations
Containing copper pipe with lead solder installed after 1982 and before 1988	0
Are served by a lead service line (no year restriction)	0
Containing lead pipes, goosenecks, or pigtails (no year restriction)	0
<u>Tier 2 Sites</u> - Multiple-family residences and buildings	Number of Site Locations
Containing copper pipe with lead solder installed after 1982 and before 1988	0
Are served by a lead service line (no year restriction)	0
Containing lead pipes, goosenecks, or pigtails (no year restriction)	0
<u>Tier 3 Sites</u> - Single-family structures	Number of Site Locations
Containing copper pipes with lead solder installed before 1983	0
<u>Representative Sample Sites</u> - Structures	Number of Site Locations
With plumbing material typically found throughout the distribution system	27
Describe the representative plumbing material: HDPE Water Mains, Service lines, and indoor plumbing	
Additional Information	


Please describe the verification process, if any, that was used to provide the information above:
[Proposed Water System Design Specifications](#). System design calls for HDPE water main with HDPE water service lines

Additional Information - Tier 1

If no Tier 1 sites were indicated above, please provide an explanation: [Proposed New Water System Build out Expected in 2021](#).

Lead and Copper Sample Sites

Completed by: **Dave Stanford**

Signature: 

Note: If you choose to update and maintain sites online at wqcdcompliance.com/login then please select the option to use the alternate section where sites are not required to be completed. For information on how to select sites please visit colorado.gov/cdphe/lcr.

Lead and Copper Definitions		
Structure SFR: Single Family Residence MFR: Multi-Family Residence B: Building SFB: Single Family Residence Used as Business	Status A = Active - Sampling N = Active - Not Sampling	Tier Level 1 = Tier 1 2 = Tier 2 3 = Tier 3 R = Represents System
Lead Service Line (LSL) NA = No LSL FLSL = Utility Owned LSL PLSL = Partially Owned LSL OLSL = Customer Owned LSL U = Unknown at This Time	Interior Plumbing CPLS = Copper Pipes with Lead Solder CP = Copper Pipes without Lead Solder NonCP = Non-Copper Pipes LP = Lead Pipes U = Unknown at This Time	Material Verification R = Records Review Verification P = Physically Verified I = Interview Verification U = Unverified

Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR001 LOT 2	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR002 LOT 5	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR003 LOT 10	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR004 LOT 15	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR005 LOT 20	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Section 7

Section 7: Geotechnical Report (DCPWS Section 1.2.7)

Project Title: Sanctuary of Peace POA Water System

Geotechnical report

See Insert beginning next page



ENTECH
ENGINEERING, INC.

505 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE (719) 531-5599
FAX (719) 531-5238

**SOIL, GEOLOGY AND GEOLOGIC HAZARD STUDY
SANCTUARY OF PEACE FILING NO. 1
15760 HIGHWAY 83 AND BENET LANE
EL PASO COUNTY, COLORADO**

Prepared for

MVE, Inc.
1903 Lelaray Street, Suite 200
Colorado Springs, Colorado 80909

Attn: Charles C. Crum

PUDSP – 19 – 002

February 11, 2019
Revised October 28, 2019

Respectfully Submitted,

ENTECH ENGINEERING, INC.

Kristen A. Andrew-Hoeser, P.G.
Engineering Geologist

Logan L. Langford, P.G.
Geologist

KAH/LLL

Encl.

Entech Job No. 190118
AAprojects/2019/190118 countysoil/geo

Reviewed by:

Joseph Collin Goode, P.E.
President

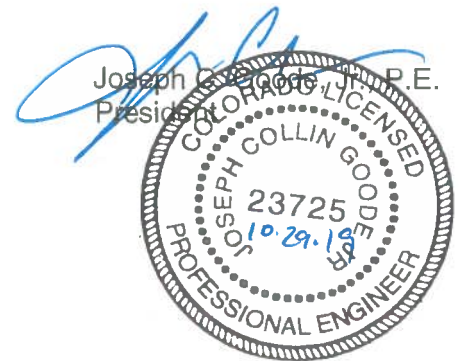


TABLE OF CONTENTS

1.0 SUMMARY 1
2.0 GENERAL SITE CONDITIONS AND PROJECT DESCRIPTION 2
3.0 SCOPE OF THE REPORT 2
4.0 FIELD INVESTIGATION 3
5.0 SOIL, GEOLOGY AND ENGINEERING GEOLOGY 3
 5.1 General Geology 3
 5.2 Soil Conservation Survey 4
 5.3 Site Stratigraphy 4
 5.4 Soil Conditions 5
 5.5 Groundwater 5
6.0 ENGINEERING GEOLOGY – IDENTIFICATION AND MITIGATION OF GEOLOGIC HAZARDS 5
 6.1 Relevance of Geologic Conditions to Land Use Planning 8
7.0 ECONOMIC MINERAL RESOURCES 9
8.0 EROSION CONTROL 10
9.0 CLOSURE 12
BIBLIOGRAPHY 13

FIGURES

- Figure 1: Vicinity Map
- Figure 2: USGS Map
- Figure 3: Site Plan
- Figure 4: Soil Survey Map
- Figure 5: Monument Quadrangle Geology Map
- Figure 6: Geology Map/Engineering Geology
- Figure 6A: Geology Map/Engineering Geology Map Detail
- Figure 7: Floodplain Map
- Figure 8: Typical Perimeter Drain Details

- APPENDIX A: Site Photographs
- APPENDIX B: Profile Holes from 285 Engineering
- APPENDIX C: Soil Survey Descriptions

1.0 SUMMARY

Project Location

The project lies in a portion of the S½ of Section 27, Township 11 South, Range 66 West of the 6th Principal Meridian in El Paso County, Colorado. The site is located south of Benet Lane and west of Highway 83, approximately 2 miles east of Monument, Colorado.

Project Description

Total acreage involved in the project is approximately 50 acres. A private residential development is proposed consisting of thirteen (13) duplex structures and a clubhouse on the central portion of the property. The development will utilize a private water system with a well and water storage and on-site wastewater treatment systems.

Scope of Report

This report presents the results of our geologic evaluation, treatment of engineering geologic hazard study. This report presents results of out geologic reconnaissance, a review of available maps, aerial photographs, and our conclusions with respect to the impacts of the geologic conditions on the proposed development.

Land Use and Engineering Geology

This site was found to be suitable for the proposed development. Areas were encountered where the geologic conditions will impose some constraints on development and land use. These include areas of potentially seasonal shallow groundwater a potentially unstable slope (road cut) and the potential for sporadic expansive soils. Based on the proposed development plan, it appears that these areas will have some minor impacts on the development. These conditions will be discussed in greater detail in the report.

In general, it is our opinion that the development can be achieved if the observed geologic conditions on site are either avoided or properly mitigated. All recommendations are subject to the limitations discussed in the report.

2.0 GENERAL SITE CONDITIONS AND PROJECT DESCRIPTION

The site is located in a portion of the S½ of Section 27, Township 11 South, Range 66 West of the 6th Principal Meridian in El Paso County, Colorado. The site is located approximately 2 miles east of Monument, Colorado, south of Benet Lane and west of Highway 83. The location of the site is as shown on the Vicinity Map, Figure 1.

The topography of the site is gradually to moderately sloping generally to the southeast and southwest off a central ridgeline that bisects the site. A drainage exists in the far western portion of the site that flows in a southwesterly direction through the extreme western portion of the site. The site was snow covered at the time of this investigation; however, aerial photographs indicate the drainage is dry except perhaps during period of high moisture. The site boundaries are indicated on the USGS Map, Figure 2. Previous land uses have included grazing and open space and the Benet Hill Monastery Complex lies immediately north of the site. The site contains primarily ponderosa pines. Site photographs, taken January 31, 2019, are included in Appendix A.

Total acreage involved in the proposed development is approximately 50 acres. Thirteen residential duplex structures and a clubhouse are proposed in the central portion of the site. The area will be serviced by a private water system with a well and water storage and on-site wastewater treatment systems. The Onsite Wastewater Treatment System Design was prepared by 285 Engineering June 18, 2018 (Reference 1). The Site Plan is presented in Figure 3.

3.0 SCOPE OF THE REPORT

The scope of the report will include the following:

- A general geologic analysis utilizing published geologic data. Detailed site-specific mapping will be conducted to obtain general information in respect to major geographic and geologic features, geologic descriptions and their effects on the development of the property.

4.0 FIELD INVESTIGATION

Our field investigation consisted of the preparation of a geologic map of any bedrock features and significant surficial deposits. The Natural Resource Conservation Service (NRCS), previously the Soil Conservation Service (SCS) survey was also reviewed to evaluate the site. The position of mappable units within the subject property are shown on the Geologic Map. Our mapping procedures involved both field reconnaissance and measurements and air photo reconnaissance and interpretation. The same mapping procedures have also been utilized to produce the Geology/Engineering Geology Map which identified pertinent geologic conditions affecting development. The field mapping was performed by personnel of Entech Engineering, Inc. on January 31, 2019.

The site was previously investigated by 285 Engineering as a part of the Onsite Wastewater Treatment System Design prepared for the site (Reference 1). The Profile Holes from the 285 Engineering investigation were also used in evaluating the site and are included in Appendix B.

5.0 SOIL, GEOLOGY AND ENGINEERING GEOLOGY

5.1 General Geology

Physiographically, the site lies in the western portion of the Great Plains Physiographic Province south of the Palmer Divide. Approximately 8 miles to the west is a major structural feature known as the Rampart Range Fault. This fault marks the boundary between the Great Plains Physiographic Province and the Southern Rocky Mountain Province. The site exists within the southeastern edge of a large structural feature known as the Denver Basin. Bedrock in the area tends to be very gently dipping in a northwesterly direction (Reference 2). The rocks in the area of the site are sedimentary in nature and typically Tertiary to Upper Cretaceous in age. The bedrock underlying the site consists of the Dawson Arkose Formation. Overlying this formation are unconsolidated deposits of residual soils, sheetwash, and alluvial soils of the Quaternary Age. The residual soils are produced by the in-situ action of weathering of the bedrock on site. The sheetwash and alluvial soils were deposited by water in the drainage in the western portion of the site. The site's stratigraphy will be discussed in more detail in Section 5.3.

5.2 Soil Conservation Survey

The Natural Resource Conservation Service (Reference 3), previously the Soil Conservation Service (Reference 4) has mapped one soil type on the site (Figure 4). In general, the soils consist of sandy loam to loamy sands. The soils are described as follows:

<u>Type</u>	<u>Description</u>
41	Kettle Gravelly Loamy Sands, 8-40% slopes

Complete descriptions of the soil type are presented in Appendix C. The soils have generally been described to typically have rapid permeabilities. Possible hazards with soil erosion are present on the site. The erosion potential can be controlled with vegetation. The majority of the soils have been described to have moderate erosion hazards (Reference 4).

5.3 Site Stratigraphy

The Monument Quadrangle Geology Map showing the site is presented in Figure 5 (Reference 5). The Geology Map prepared for the site is presented in Figure 6. Two mappable units were identified on this site which are described as follows:

Qau Alluvium, undivided of Holocene to Pleistocene Age: These are water and sheetwash deposits, undifferentiated, that have been deposited along the drainage that exists in the extreme western portion of the site. These materials typically consist of silty to clayey sands and sandy clays. Some of these alluviums contain highly organic soils.

Tkd Dawson Formation of Tertiary to Cretaceous Age: The Dawson Formation typically consists of arkosic sandstone with interbedded fine-grained sandstone, siltstone and claystone. Overlying this formation is a variable layer of residual soil. The residual soils were derived from the in-situ weathering of the bedrock materials on-site. These soils consisted of silty to clayey sands and sandy clays.

The soils listed above were mapped from site-specific mapping, the *Geologic Map of the Monument Quadrangle* distributed by the Colorado Geological Survey in 2003 (Figure 5,

Reference 5), the *Geologic Map of the Colorado Springs-Castle Rock Area*, distributed by the US Geological Survey in 1979 (Reference 6), and the *Geologic Map of the Denver 1° x 2° Quadrangle*, distributed by the US Geological Survey in 1981 (Reference 7). The Profile Holes by 285 Engineering (Reference 1) were also used in evaluating the site and are included in Appendix B. The Geology Map prepared for the site is presented in Figure 6.

5.4 Soil Conditions

Ten (10) Profile Holes were excavated by 285 Engineering as a part of the Onsite Wastewater Treatment System Design (Reference 1). The profile holes were excavated to 8 feet in the areas of the proposed systems surrounding the proposed structures. The soils encountered in the profile holes consisted of sandy loam with gravel in five of the profile holes and sandy clay or sandy clay loam in the other five profile holes. Typically the clay and clay loam encountered in the area has expansion potential. The Profile Hole Logs are included in Appendix B.

5.5 Groundwater

Groundwater was not encountered in the profile holes by 285 Engineering which were excavated to 8 feet (Reference 1, Appendix B). Areas of potentially seasonal shallow groundwater have been mapped in a drainage in the extreme western portion of the site. These areas are discussed in the following section. Fluctuation in groundwater conditions may occur due to variations in rainfall and other factors not readily apparent at this time.

It should be noted that in the sandy materials on site, some groundwater conditions might be encountered due to the variability in the soil profile. Isolated sand and gravel layers within the soils, sometimes only a few feet in thickness and width, can carry water in the subsurface. Groundwater may also flow on top of the underlying bedrock. Builders and planners should be cognizant of the potential for the occurrence of such subsurface water features during construction on-site and deal with each individual problem as necessary at the time of construction.

6.0 ENGINEERING GEOLOGY – IDENTIFICATION AND MITIGATION OF GEOLOGIC HAZARDS

As mentioned previously, detailed mapping has been performed on this site to produce an Geology/Engineering Geology Map (Figure 6). This map shows the location of various geologic conditions of which the developers should be cognizant during the planning, design and construction stages of the project. These hazards and the recommended mitigation techniques are as follows:

Expansive Soils

Clay soils were encountered in some of the profile holes excavated on-site by 285 Engineering (Reference 1, Appendix B). These soils commonly have expansion potential. Expansive clay soils and claystone are commonly encountered within the Dawson Formation and the overlying residual soils in the area. These occurrences are typically sporadic; therefore, none have been indicated on the maps. Expansive soils, if encountered beneath foundations, can cause differential movement in the structure foundation. These occurrences should be identified and mitigated on an individual lot basis.

Mitigation: Should expansive soils be encountered beneath the foundation, mitigation will be necessary. Mitigation of expansive soils will require special foundation design. Overexcavation and replacement with non-expansive soils at a minimum of 95% of its maximum Modified Proctor Dry Density, ASTM D-1557 is a suitable mitigation, which is common in the area. Another alternative in areas of highly expansive soils is the use of drilled pier foundation systems. Typical minimum pier depths are on the order of 25 feet or more and require penetration into the bedrock material a minimum of 4 to 6 feet, depending upon building loads. Floor slabs on expansive soils should be expected to experience movement. Overexcavation and replacement has been successful in minimizing slab movements. The use of structural floors should be considered for basement construction on highly expansive clays. Final recommendations should be determined after additional investigation of each building site.

Drainage Areas: Potential Seasonal Shallow Groundwater Area and Floodplains

The site is not mapped within any floodplains according to the FEMA Map No. 08041CO295G, (Figure 7, Reference 8). Areas of potentially seasonal shallow groundwater were observed in

the drainage in the extreme western portion of the site. In these areas, we would anticipate the potential for periodically high subsurface moisture conditions and frost heave potential. These areas lie in the extreme western portion of the site well away from the proposed development and can likely be avoided or properly mitigated by development. Additionally, minor swales exist in the rolling topography of the site in the building areas. The potential exists for high groundwater levels during high moisture periods in the drainage area or may be encountered in low swale areas. Should structures encroach on these areas or other low-lying areas of the site, the following precautions should be followed.

Mitigation: Foundations must have a minimum 30-inch depth for frost protection. In areas where high subsurface moisture conditions are anticipated periodically, subsurface perimeter drains are recommended to help prevent the intrusion of water into areas below grade. Typical drain details are presented in Figure 8. Much of the minor swale topography in the building areas can be mitigated by site grading. Structures should not block drainages. Any grading on the site should be done to direct surface flow around construction to avoid areas of ponded water near structures or septic fields. All organic material would be completely removed prior to any fill placement. Specific drainage studies are beyond the scope of this report.

Potential Unstable Slope

A steep road cut along Benet Lane in the north-central portion of the site has been identified as potentially unstable on the Geology/Engineering Geology Map Figure 6. A detail of the area is shown on Figure 6A. The road cut is not excessively high and is cut in primarily sandstone bedrock. Exposed Dawson Sandstone with an overlying layer of residual soils was observed in the road cut and it appears to be relatively stable in its present condition. Care should be taken that unstable conditions are not created by development. A building setback that allows for a 2.5:1 projection from the toe of the slope to structures is recommended unless further investigation is conducted. They recommend building setback is indicated on Figure 6A.

Mitigation: According to the development plan, the proposed building areas are outside the recommended setback area as indicated on Figure 6A. Foundations immediately adjacent to the road cut may require stepping down to avoid adding surcharges to the road cut. Additional reinforcement, such as tie beams or buttresses, may also be required. Surface stabilization of the soils to prevent erosion may also be necessary, depending on the location from the

proposed structures. Another option is to stabilize the slope. Stabilization could involve regrading the slope to no steeper than 2:1 or the use of engineer-designed retaining wall. It is anticipated the development can avoid the potentially unstable slope with the recommended building setback.

6.1 Relevance of Geologic Conditions to Land Use Planning

As mentioned earlier in this report, we understand that the development will be residential. It is our opinion that the existing geologic and engineering geologic conditions will impose some minor constraints on the proposed development and construction. The hazards on this site include minor areas of potentially seasonal shallow groundwater, the potential for expansive soils, and a potentially unstable slope associated with a road cut. The hazards on site may be satisfactorily mitigated through avoidance or proper engineering design and construction practices.

The soils encountered in the profile holes by 285 Engineering consisted of sandy loam with gravel and sandy clay. The granular soils encountered in the profile holes should provide good support for foundations. Clays, although sporadic, were encountered on the site. Expansive clay soils, clayey sandstone and claystone are common in the Dawson Formation, and may require mitigation. These soils will not prohibit development. Foundations anticipated for the site are standard spread footings possibly in conjunction with overexcavation in areas of expansive soils or loose soils. Areas containing arkosic sandstone will have high allowable bearing conditions. Difficult excavation should be anticipated in areas of shallow bedrock. Expansive layers may also be encountered in the soil and bedrock on this site. Areas of expansive soils encountered on site are sporadic; therefore, none have been indicated on the maps.

A potentially unstable slope has been mapped in the north-central portion of the site associated with a road cut along Benet Lane as indicated on Figures 6 and 6A. Sandstone was observed exposed in the road cut. A Building setback that allows for a 2.5:1 projection from the toe of the slope to the structures is recommended unless further investigation is conducted. The recommended building setback is indicated on Figure 6A. Structures that encroach on the road cut may require stepping down the foundation to prevent added surcharges to the slope. Additional reinforcement may also be required, such as tie beams or buttresses. Other

alternatives include the use of drilled pier foundation systems or stabilizing the slope. Stabilization could involve regrading the slope to no steeper than 2:1 or the use of engineer-designed retaining walls. Based on the proposed development plan, it is anticipated the potentially unstable slope can be avoided.

Areas of potentially seasonal shallow groundwater were encountered on site. These areas are associated with a drainage area located in the extreme western portion of the site. Based on the proposed development plan, these areas will be avoided by construction. Structures should not block drainages. Any site grading should be done to direct surface drainage around structures and away from septic field. Septic fields should not be located in drainage areas due to the potential for periodic high groundwater conditions.

In summary, development of the site can be achieved if the items mentioned above are mitigated. These items can be mitigated through proper design and construction or through avoidance. Additional site-specific investigation is recommended prior to construction.

7.0 ECONOMIC MINERAL RESOURCES

Some of the sandy materials on-site could be considered a low-grade sand resource. According to the *El Paso County Aggregate Resource Evaluation Map* (Reference 9), the area of the site is not mapped with any resources. According to the *Atlas of Sand, Gravel and Quarry Aggregate Resources, Colorado Front Range Counties* distributed by the Colorado Geological Survey (Reference 10), areas of the site are not mapped with any resources. According to the *Evaluation of Mineral and Mineral Fuel Potential* (Reference 11), the area of the site has been mapped as “Good” for industrial minerals. However, considering the silty to clayey nature of much of these materials and abundance of similar materials through the region and the close proximity to developed land, they would be considered to have little significance as an economic resource.

According to the *Evaluation of Mineral and Mineral Fuel Potential of El Paso County State Mineral Lands* (Reference 11), the site is mapped within the Denver Basin Coal Region. However, the area of the site has been mapped as “Poor” for coal resources. No active or

inactive mines have been mapped in the area of the site. No metallic mineral resources have been mapped on the site (Reference 11).

The site has been mapped as "Fair" for oil and gas resources (Reference 11). No oil or gas fields have been discovered in the area of the site. The sedimentary rocks in the area may lack the geologic structure for trapping oil or gas; therefore, it may not be considered a significant resource. Hydraulic fracturing is a new method that is being used to extract oil and gas from rocks. It utilizes pressurized fluid to extract oil and gas from rocks that would not normally be productive. The area of the site has not been explored to determine if the rocks underlying the site would be commercially viable utilizing hydraulic fracturing. The practice of hydraulic fracturing has come under review due to concerns about environmental impacts, health and safety.

8.0 EROSION CONTROL

The soil types observed on the site are mildly to highly susceptible to wind erosion, and moderately to highly susceptible to water erosion. A minor wind erosion and dust problem may be created for a short time during and immediately after construction. Should the problem be considered severe enough during this time, watering of the cut areas or the use of chemical palliative may be required to control dust. However, once construction has been completed and vegetation re-established, the potential for wind erosion should be considerably reduced.

With regard to water erosion, loosely compacted soils will be the most susceptible to water erosion, residually weathered soils and weathered bedrock materials become increasingly less susceptible to water erosion. For the typical soils observed on site, allowable velocities or unvegetated and unlined earth channels would be on the order of 3 to 4 feet/second, depending upon the sediment load carried by the water. Permissible velocities may be increased through the use of vegetation to something on the order of 4 to 7 feet/second, depending upon the type of vegetation established. Should the anticipated velocities exceed these values, some form of channel lining material may be required to reduce erosion potential. These might consist of some of the synthetic channel lining materials on the market or conventional riprap. In cases where ditch-lining materials are still insufficient to control erosion, small check dams or sediment traps may be required. The check dams will serve to reduce flow velocities, as well as provide small traps for containing sediment. The determination of the amount, location and placement

of ditch linings, check dams and of the special erosion control features should be performed by or in conjunction with the drainage engineer who is more familiar with the flow quantities and velocities.

Cut and fill slope areas will be subjected primarily to sheetwash and rill erosion. Unchecked rill erosion can eventually lead to concentrated flows of water and gully erosion. The best means to combat this type of erosion is, where possible, the adequate re-vegetation of cut and fill slopes. Cut and fill slopes having gradients more than three (3) horizontal to one (1) vertical become increasingly more difficult to revegetate successfully. Therefore, recommendations pertaining to the vegetation of the cut and fill slopes may require input from a qualified landscape architect and/or the Soil Conservation Service.

9.0 CLOSURE

It is our opinion that the existing geologic engineering and geologic conditions will impose some minor constraints on development and construction of the site. The majority of these conditions can be avoided by construction. Others can be mitigated through proper engineering design and construction practices. The proposed development and use are consistent with anticipated geologic and engineering geologic conditions.

It should be pointed out that because of the nature of data obtained by random sampling of such variable and non-homogeneous materials as soil and rock, it is important that we be informed of any differences observed between surface and subsurface conditions encountered in construction and those assumed in the body of this report. Individual investigations for building sites and septic systems will be required prior to construction. Construction and design personnel should be made familiar with the contents of this report. Reporting such discrepancies to Entech Engineering, Inc. soon after they are discovered would be greatly appreciated and could possibly help avoid construction and development problems.

This report has been prepared for MVE, Inc., for application to the proposed project in accordance with generally accepted geologic soil and engineering practices. No other warranty expressed or implied is made.

We trust that this report has provided you with all the information that you required. Should you require additional information, please do not hesitate to contact Entech Engineering, Inc.

BIBLIOGRAPHY

1. 285 Engineering. June 18, 2018. *Onsite Wastewater Treatment System Design, 3190 Benet Lane, Colorado Springs, Colorado*. Project No. 2018196
2. Bryant, Bruce; McGrew, Laura W, and Wobus, Reinhard A. 1981. *Geologic Structure Map of the Denver 1° x 2° Quadrangle, North-Central Colorado*. Sheet 2. U.S. Geologic Survey. Map I-1163
3. Natural Resource Conservation Service, September 23, 2016. *Web Soil Survey*. United States Department Agriculture, <http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>.
4. United States Department of Agriculture Soil Conservation Service. June 1981. *Soil Survey of El Paso County Area, Colorado*.
5. Thorson, Jon P. and Madole, Richard F., 2003. *Geologic Map of the Monument Quadrangle, El Paso County, Colorado*. Colorado Geological Survey. Open-File Report 02-40.
6. Trimble, Donald E. and Machette, Michael N. 1979. *Geologic Map of the Colorado Springs-Castle Rock Area, Front Range Urban Corridor, Colorado*. USGS, Map I-857-F.
7. Bryant, Bruce; McGrew, Laura W. and Wobus, Reinhard A. 1981. *Geologic Map of the Denver 1° x 2° Quadrangle, North-Central Colorado*. U.S. Geologic Survey. Map 1-1163.
8. Federal Emergency Management Agency. December 7, 2018. *Flood Insurance Rate Maps for the City of Colorado Springs, Colorado*. Map Number 08041CO295G
9. El Paso County Planning Development. December 1995. *El Paso County Aggregate Resource Evaluation Maps*.
10. Schwochow, S.D.; Shroba, R.R. and Wicklein, P.C. 1974. *Atlas of Sand, Gravel, and Quarry Aggregate Resources, Colorado Front Range Counties*. Colorado Geological Survey. Special Publication 5-B.
11. Keller, John W.; TerBest, Harry and Garrison, Rachel E. 2003. *Evaluation of Mineral and Mineral Fuel Potential of El Paso County State Mineral Lands Administered by the Colorado State Land Board*. Colorado Geological Survey. Open-File Report 03-07.

FIGURES



ENTECH
ENGINEERING, INC.
 505 ELKTON DRIVE
 COLORADO SPRINGS, CO. 80907 (719) 531-5599

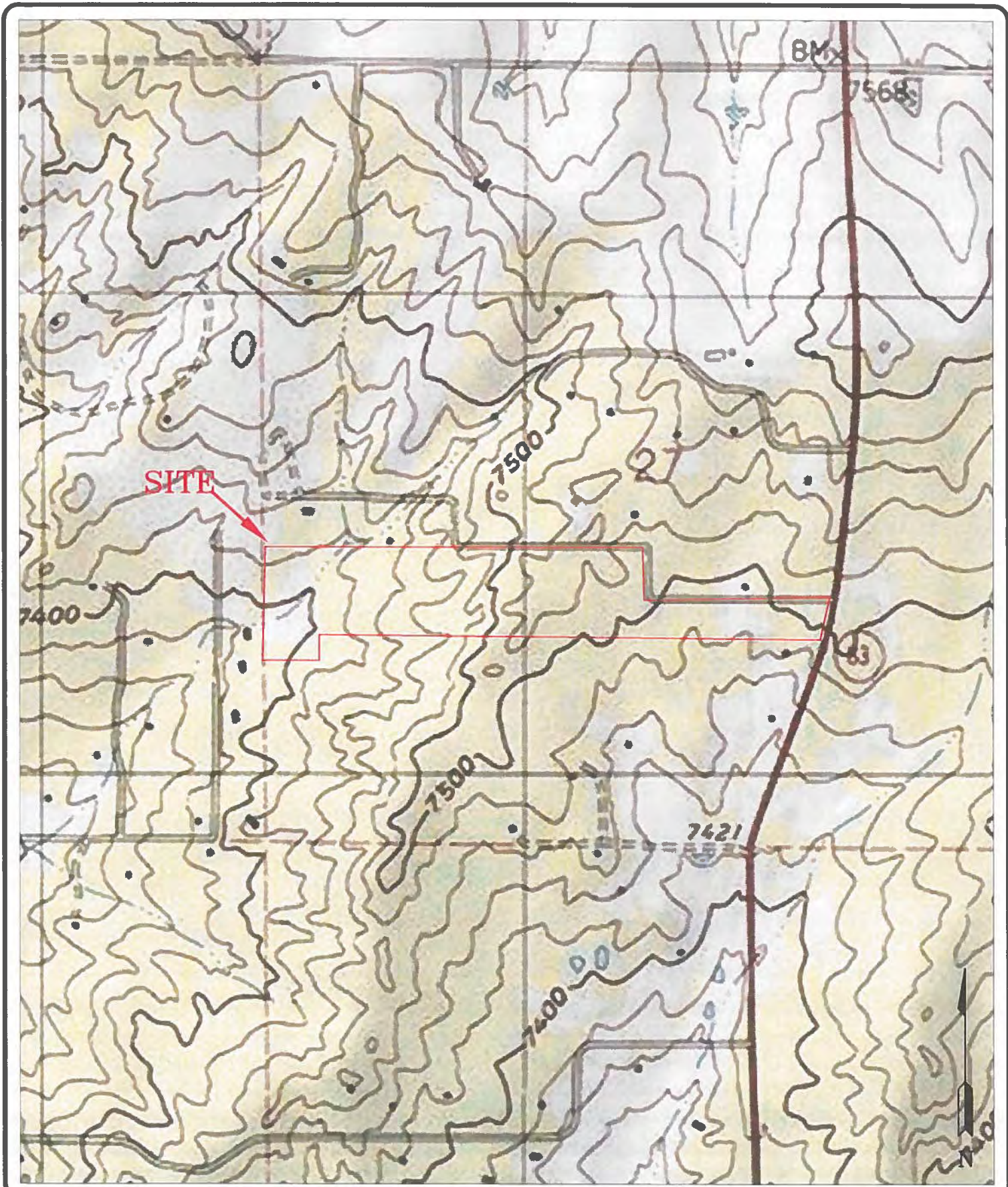
226

VICINITY MAP
 SANCTUARY OF PEACE FILING NO. 1
 BENET LANE AND HIGHWAY 83
 EL PASO COUNTY, CO.
 FOR: MVE, INC.

DRAWN: KAH	DATE: 1/30/19	CHECKED:	DATE:
---------------	------------------	----------	-------

JOB NO.:
190118

FIG NO.:
1



ENTECH
ENGINEERING, INC.

505 ELKTON DRIVE
COLORADO SPRINGS, CO. 80907 (719) 531-5599

227

USGS MAP
SANCTUARY OF PEACE FILING NO. 1
BENET LANE AND HIGHWAY 83
EL PASO COUNTY, CO.
FOR: MVE, INC.

DRAWN:
KAH

DATE:
1/30/19

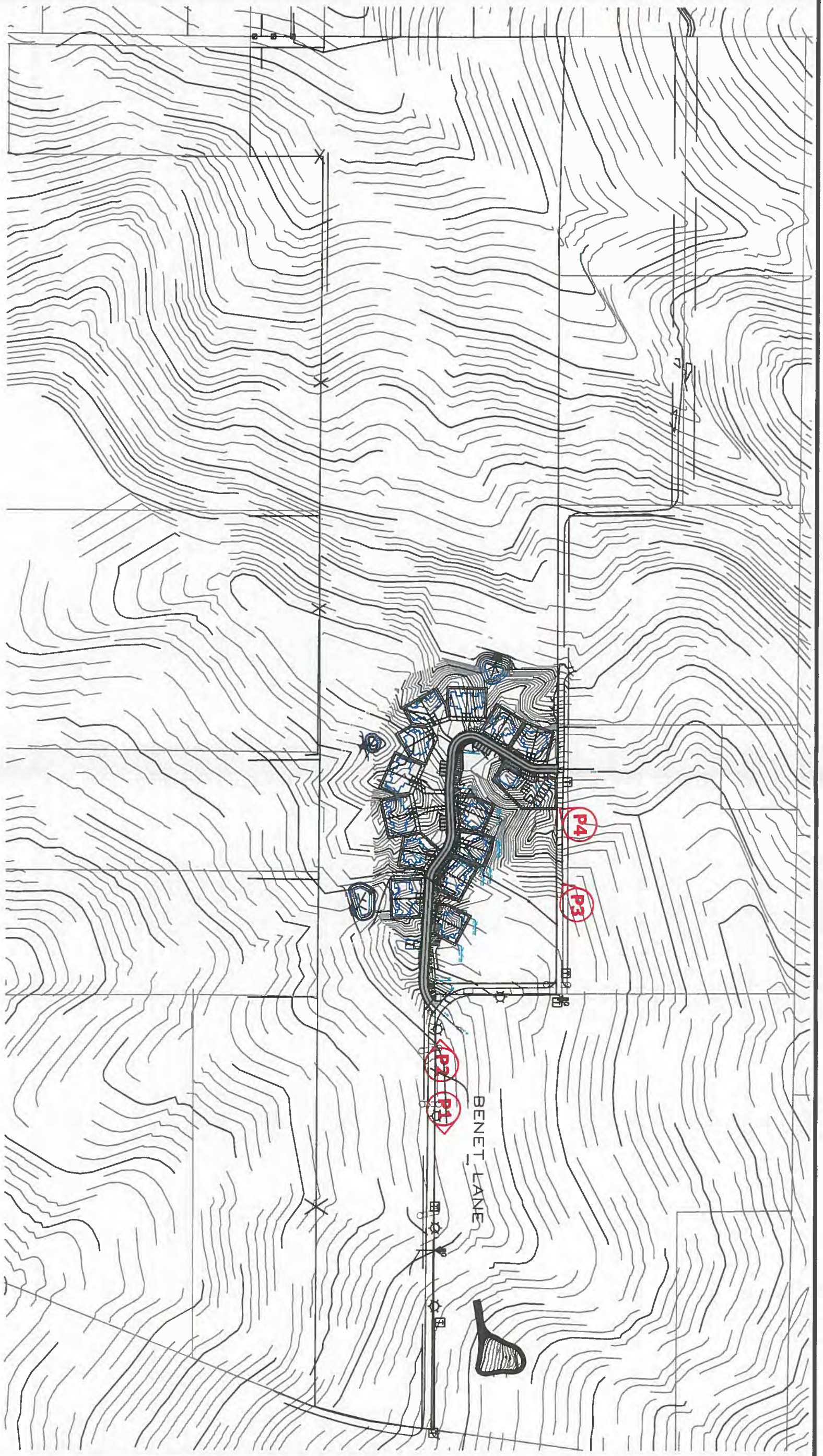
CHECKED:

DATE:

JOB NO.:
190118


FIG NO.:
2

② - APPROXIMATE TEST PIT LOCATION AND NUMBER



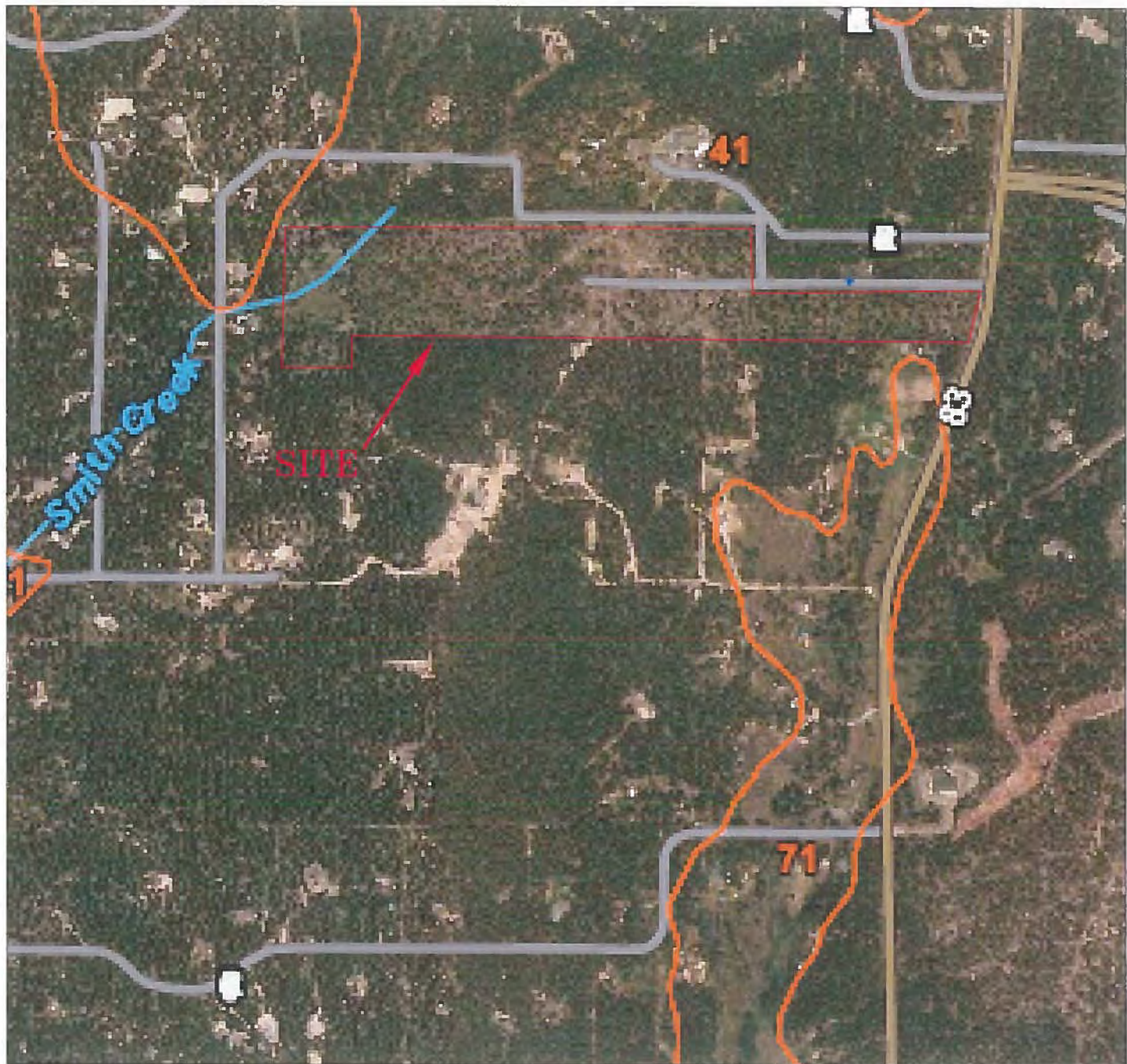
DATE	2/8/19
CHECKED	AS SHOWN
SCALE	1" = 100'
JOB NO.	100118
ISSUE NO.	3

SITE PLAN
SANCTUARY OF PEACE FILING NO. 1
BENET LANE AND HIGHWAY 83
EL PASO COUNTY, CO.
FOR: MVE, INC.



ENTECH
ENGINEERING, INC.
 505 ELKTON DRIVE
 COLORADO SPRINGS, CO. 80907 (719) 531-5599

REVISION BY	



ENTECH
ENGINEERING, INC.
 505 ELKTON DRIVE
 COLORADO SPRINGS, CO. 80907 (719) 531-5599

229

SOIL SURVEY MAP
 SANCTUARY OF PEACE FILING NO. 1
 BENET LANE AND HIGHWAY 83
 EL PASO COUNTY, CO.
 FOR: MVE, INC.

DRAWN:
 KAH

DATE:
 1/30/19

CHECKED:

DATE:

JOB NO.:
 190118

FIG NO.:
 4



ENTECH
ENGINEERING, INC.
505 ELKTON DRIVE
COLORADO SPRINGS, CO. 80907 (719) 531-5599

230

MONUMENT QUADRANGLE GEOLOGIC MAP
SANCTUARY OF PEACE FILING NO. 1
BENET LANE AND HIGHWAY 83
EL PASO COUNTY, CO.
FOR: MVE, INC.

DRAWN:
KAH

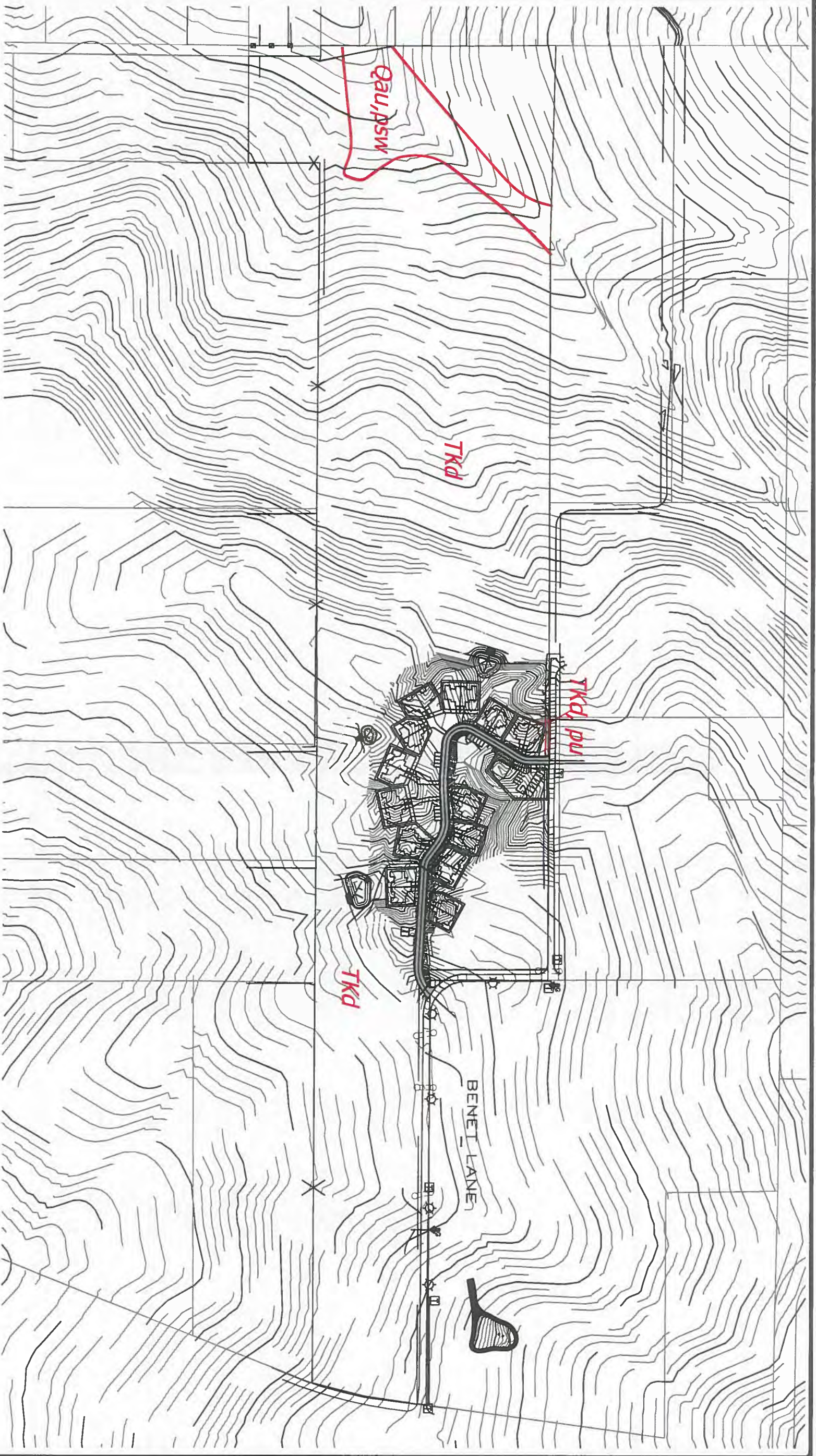
DATE:
1/30/19

CHECKED:

DATE:

JOB NO.:
190118

FIG NO.:
5



LEGEND:
Qau - Recent Alluvium of Quaternary Age:
 recent water deposited materials associated with a drainage on the western side of site

TKda - Dawson Formation of Tertiary to Cretaceous Age:
 arkosic sandstone with interbedded fine-grained sandstone, siltstone and claystone

psw - potentially seasonal shallow groundwater

pu - potentially unstable slope



DATE	2/6/19
CHECKED	AS SHOWN
BY	190718
SCALE	AS SHOWN
FIGURE NO.	6

GEOLOGY/ENGINEERING GEOLOGY MAP
SANCTUARY OF PEACE FILING NO. 1
BENET LANE AND HIGHWAY 83
EL PASO COUNTY, CO.
FOR: MVE, INC.



ENTECH
ENGINEERING, INC.
 505 ELKTON DRIVE
 COLORADO SPRINGS, CO. 80907 (719) 531-5599

REVISION BY	

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the land area that is subject to the 1% annual chance flood. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined.

ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently deactivated. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE AP9 Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE AV Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream, plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increase in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities
- Base Flood Elevation line and water elevation in feet (LL 507)

Referenced to the National Geodetic Vertical Datum of 1929



Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere

5000 foot grid tick values; Hawaii State Plane coordinate projection zone 3 (NAD 83); Transverse Mercator

Bench mark (see explanation in Notes to Users section of this FRM panel)

Coastal mile marker

MAP REPOSITORY

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

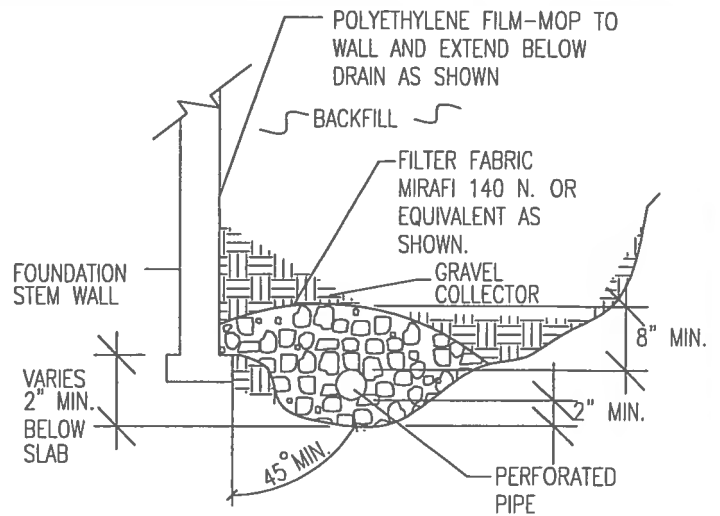
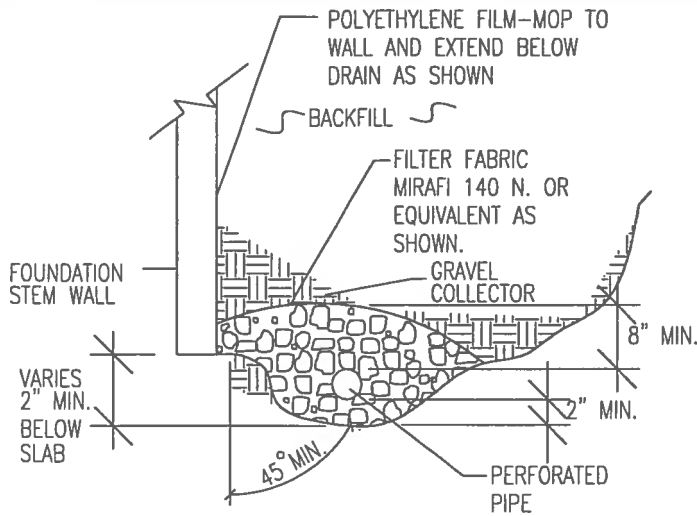


REVISION	BY

ENTECH
ENGINEERING, INC.
505 ELKTON DRIVE
COLORADO SPRINGS, CO. 80907 (719) 531-5599

FLOODPLAIN MAP
SANCTUARY OF PEACE FILING NO. 1
BENET LANE AND HIGHWAY 83
EL PASO COUNTY, CO.
FOR: MVE, INC.

DATE	BY	REVISION
2/7/10	AS	1
2/20/10	AS	2
2/20/10	AS	3
2/20/10	AS	4
2/20/10	AS	5
2/20/10	AS	6
2/20/10	AS	7



NOTES:

-GRAVEL SIZE IS RELATED TO DIAMETER OF PIPE PERFORATIONS-85% GRAVEL GREATER THAN 2x PERFORATION DIAMETER.

-PIPE DIAMETER DEPENDS UPON EXPECTED SEEPAGE. 4-INCH DIAMETER IS MOST OFTEN USED.

-ALL PIPE SHALL BE PERFORATED PLASTIC. THE DISCHARGE PORTION OF THE PIPE SHOULD BE NON-PERFORATED PIPE.

-FLEXIBLE PIPE MAY BE USED UP TO 8 FEET IN DEPTH, IF SUCH PIPE IS DESIGNED TO WITHSTAND THE PRESSURES. RIGID PLASTIC PIPE WOULD OTHERWISE BE REQUIRED.

-MINIMUM GRADE FOR DRAIN PIPE TO BE 1% OR 3 INCHES OF FALL IN 25 FEET.

-DRAIN TO BE PROVIDED WITH A FREE GRAVITY OUTFALL, IF POSSIBLE. A SUMP AND PUMP MAY BE USED IF GRAVITY OUTFALL IS NOT AVAILABLE.



ENTECH
ENGINEERING, INC.
505 ELKTON DRIVE
COLORADO SPRINGS, CO. 80907 (719) 531-5599

PERIMETER DRAIN DETAIL

DRAWN:

DATE:

DESIGNED:

CHECKED:

2/8/19

DS

u

JOB NO.:

190118

PIC NO.:

8

APPENDIX A: Site Photographs



**Looking east along
main road eastern side
of site.**

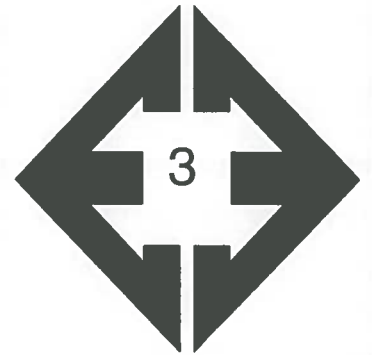
January 31, 2019



**Looking west from the
eastern side of the
site.**

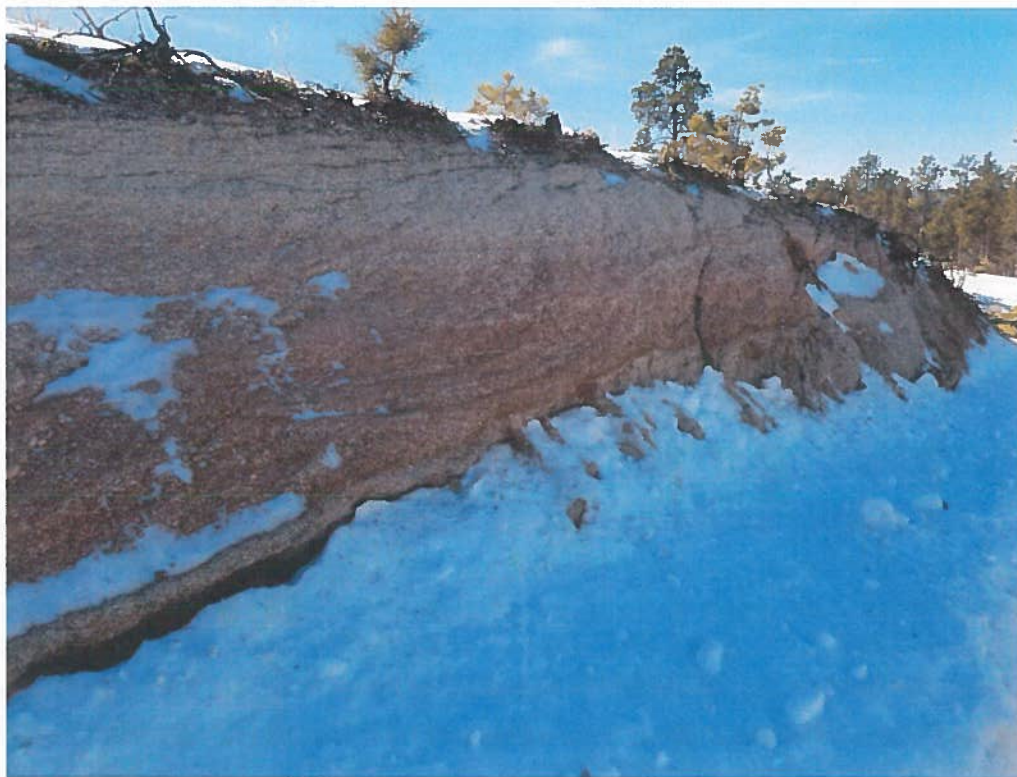
January 31, 2019

Job No. 190118



**Looking southwest
from the northern side
of the site.**

January 31, 2019

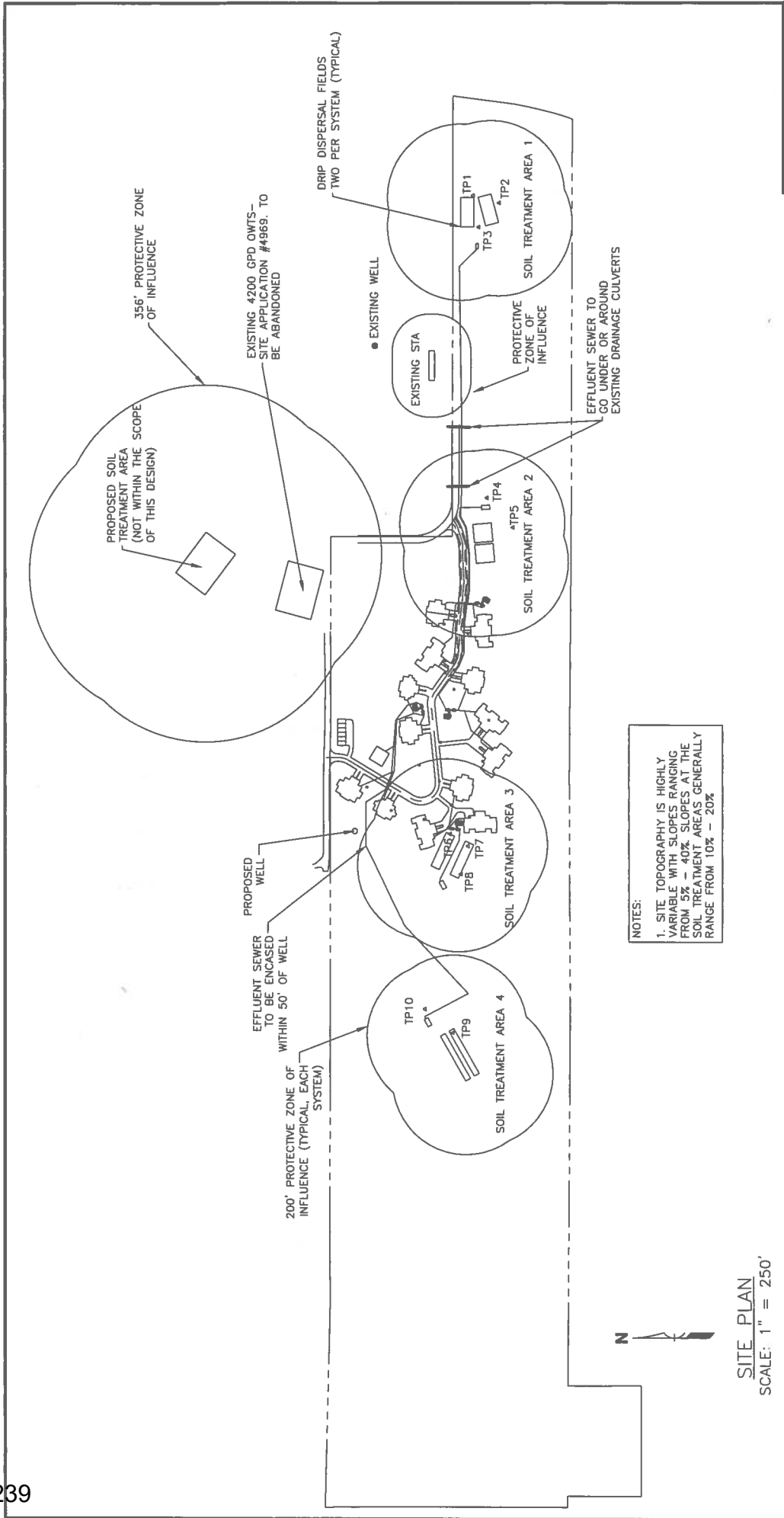


**Looking southwest at
road cut in northern
portion of the site.**

January 31, 2019

Job No. 190118

APPENDIX B: Profile Holes from 285 Engineering



SITE PLAN
SCALE: 1" = 250'



PROJECT: 2018196 LOCATION: 3190 BENET LANE COLORADO SPRINGS, CO 80921 CLIENT: BENET HILL MONASTERY	TITLE: PROJECT SITE PLAN		SHEET: 2/15
	DATE: 06/18/2018	REVISIONS: A B C	
SCALE: SHOWN			

SOILS INFORMATION

DATE TESTING COMPLETED: 06/19/2018
 EQUIPMENT USED: EXCAVATOR
 DEPTH TO STANDING WATER: NOT PRESENT
 REDOX/MDRPHIC FEATURES: NOT PRESENT

SITE EVALUATOR

ROGER J. SHAFER, P.E.
 P.O. BOX 1048
 CONIFER, CO. 80433
 719-839-3382
 rshafere@285engineering.com
 BS Civil Engineering
 MS Environmental Engineering and Science
 Credentials: CPOW Soils Characterization Class 2012

DIFFICULTIES ENCOUNTERED DURING SITE VISIT

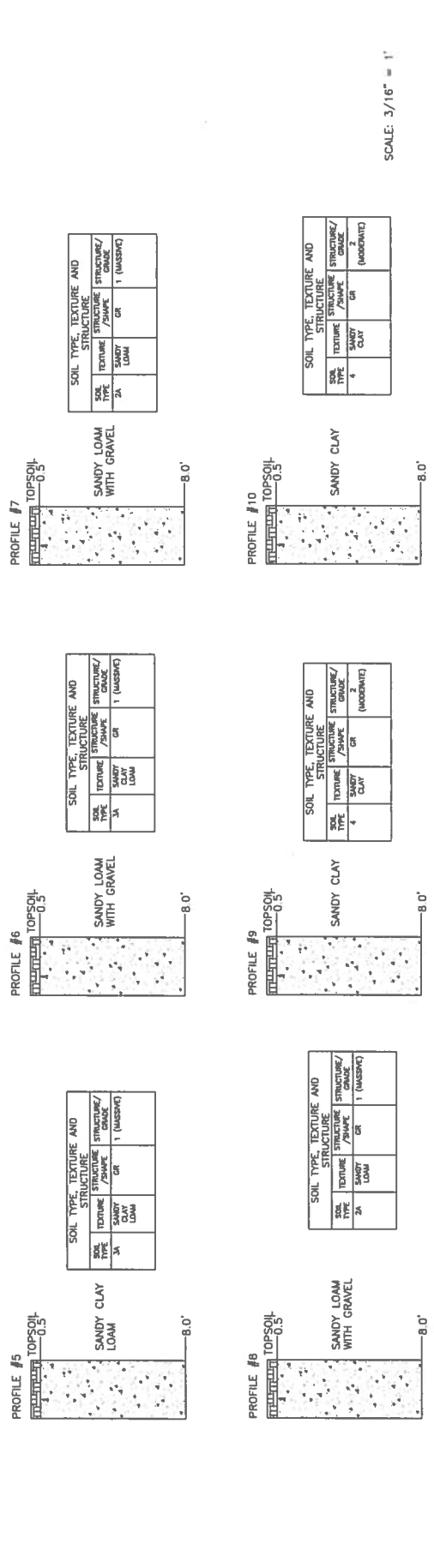
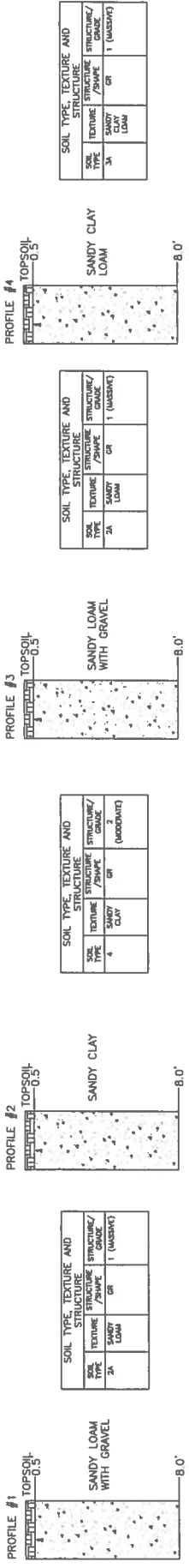
There were no difficulties encountered during the site visit. A complete evaluation of the property.

POTENTIAL LAND USE CHANGES

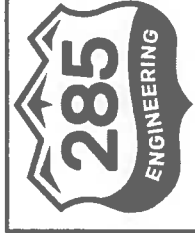
There are no known or foreseeable land use changes that would affect system performance.

ANTICIPATED CONSTRUCTION RELATED ISSUES

No construction related issues are expected for this site.



SCALE: 3/16" = 1'



PROJECT: 2018196 LOCATION: 3190 BENET LANE COLORADO SPRINGS, CO 80921 CLIENT: BENET HILL MONASTERY	TITLE: SUBSURFACE CONDITIONS	
	SHEET: 3/15	REVISIONS: ▲ ▲ ▲
DATE: 06/18/2018 SCALE: SHOWN		
285 ENGINEERING P.O. BOX 1048 CONIFER, CO 80433 (720)-515-1781		

APPENDIX C: Soil Survey Descriptions

El Paso County Area, Colorado

41—Kettle gravelly loamy sand, 8 to 40 percent slopes

Map Unit Setting

National map unit symbol: 368h
Elevation: 7,000 to 7,700 feet
Farmland classification: Not prime farmland

Map Unit Composition

Kettle and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Kettle

Setting

Landform: Hills
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy alluvium derived from arkose

Typical profile

E - 0 to 16 inches: gravelly loamy sand
Bt - 16 to 40 inches: gravelly sandy loam
C - 40 to 60 inches: extremely gravelly loamy sand

Properties and qualities

Slope: 8 to 40 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Somewhat excessively drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 3.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Other soils

Percent of map unit:
Hydric soil rating: No

Pleasant

Percent of map unit:

Landform: Depressions

Hydric soil rating: Yes

Data Source Information

Soil Survey Area: El Paso County Area, Colorado

Survey Area Data: Version 16, Sep 10, 2018

Section 8

Section 8: Residuals Handling (DCPWS Section 1.2.8)

Project Title: Sanctuary of Peace POA Water System

Residuals handling plan - Chapter 9 of the DCPWS

N/A - No residuals will be produced with this system.

Section 9

Section 9: Preliminary Plan of Operation (DCPWS Section 1.2.9)

Project Title: Sanctuary of Peace POA Water System

Staffing and Operator Certification

- Vincent Crowder - Sanctuary of Peace Property Owners Association Manager (constant onsite presence)
- H2O Consultants, David Stanford - Water System Operator, Operator ID # 6107

See Operation and Maintenance Manual insert beginning next page

Operating Considerations

See Operation and Maintenance Manual insert beginning next page

Sanctuary of Peace POA Water System Operation and Maintenance Manual



This O&M Manual belongs to:


Sanctuary of Peace POA

PWSID #: CO0121702

Completed by David Stanford

Date: 02/15/2020

O&M Manual Revisions Log

DATE	SECTION	REVISION	SIGNATURE
02/15/20		New Manual	

General System Information

General System Information

Water System Name	Sanctuary of Peace
PWSID #	CO0121702
Location/Town	Promise Point Colorado Springs, CO 80921
System Owner	Benet Hill Monastery
System ORC	David G. Stanford

Contact List

Contact List

Contact Name	Contact Position	Contact Address	Contact Phone #	Contact E-Mail Address
Vincent Crowder	POA Manager	3190 Benet Lane Colorado Springs, CO 80921	Cell (719) 355-1639 OFC (719) 633-0655	VCROWDER@BENETHILLMONASTERY.ORG
David Stanford	ORC	P.O. Box 1903 Woodland Park, CO 80866	(719) 687-2386	d.stanford@h2oconsultants.biz

Organizational Chart

Organizational Chart

Vincent Crowder

Sanctuary of Peace POA

Water Operator

Job Descriptions

Owner/Legal Entity

Name: Vincent Crowder/Sanctuary of Peace POA

List of Primary Responsibilities:

√	Ensure the facility is operated by an Operator in Responsible Charge (ORC) with appropriate certifications
√	Ensure all process control and system integrity decisions about water quality or quantity affecting public health or environment are made by an ORC
√	Ensure a certified operator is available on-site or in contact as needed to initiate appropriate actions in a timely manner for each operating shift
√	Keep a current ORC Reporting Form on file with the Water Quality Control Division

Requirements or Certifications

List of Additional Responsibilities:

√	Provide Funding
√	Work with operator

Owner/Legal Entity

Name: David Stanford/H2O Water Consultants/Water Treatment Plant Operator

List of Primary Responsibilities:

√	Control the processing of raw, treated, and finished water
√	Prepare and control chemical addition for water
√	Observe and respond to variations in operating conditions
√	Interpret instrument readings and adjust
√	Operate valves, gates and pumps
√	Maintain logs and records
√	Collect and/or analyze process control samples
√	Inspect and test new, modified, or repaired facilities prior to placing them in service
√	Implement preventative maintenance programs for facilities
√	Comply with laws, regulations, and reporting requirements

Requirements or Certifications

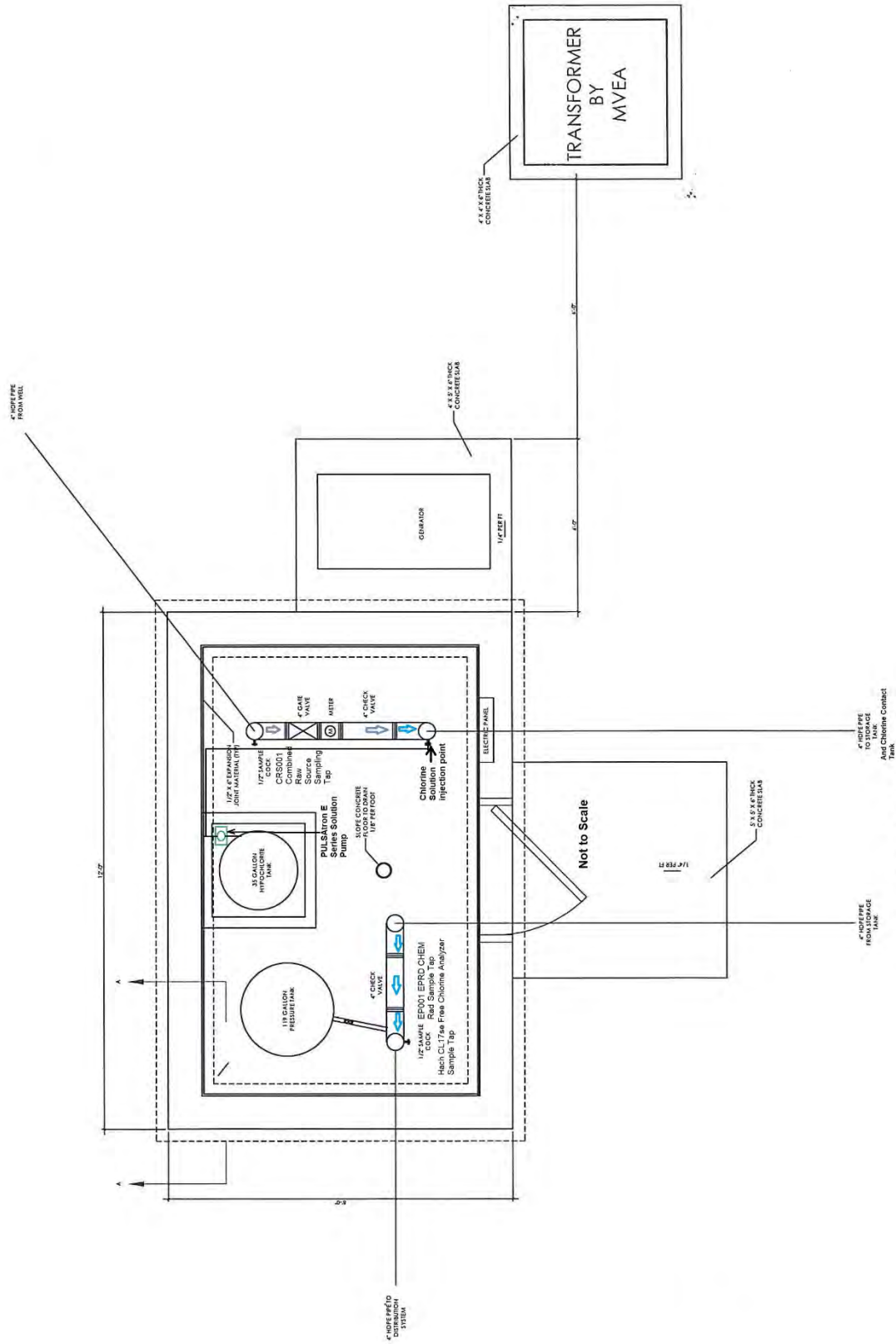
√	"C" Level Water Operator's Certificate & Level "1" Distribution System Certificate

List of Additional Responsibilities:

√	Keep records, Monitoring Plan, Operations Manual & Cross Control Program Manuals Current.

System Maps/Process Diagram

Water Treatment System Diagram



PLAN VIEW

Not to Scale

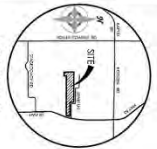
Water System Map



WATER SYSTEM MATERIAL:

WRITE MAN

- 4" (101.6) HDPE PIPE PERFORMANCE FIVE (DISCRETE) CLASS OR APPROVED EQUAL
- WATER SERVICE LINE
- 1/2" (12.7) HDPE PIPE PERFORMANCE FIVE (DISCRETE) CLASS OR APPROVED EQUAL



MVE, INC.
ENGINEERS SURVEYORS

1903 Kelpy Street, Suite 500 Colorado Springs, CO 80909 719.635.5736

DESIGNED BY: _____
CHECKED BY: _____
CREATED BY: _____

W-2 APPROVED: 61087
DATE: FEBRUARY 14, 2020
PROJECT: WSTS-WP

WATER SYSTEM PLAN
DISTRIBUTION &
SERVICE LINES

SANCTUARY OF PEACE
RESIDENTIAL COMMUNITY

PUDSP-19-002

SHEET 2 OF 6

Topic	Questions to Ask Yourself	Who Has Primary Responsibility for This?	What is My Role as Operator
Source Water	<ul style="list-style-type: none"> Do you have enough source water to meet projected needs over the next 20 years? 	Owner of the system	Manage the system properly. Communicate to your supervisor about source water supply.
	<ul style="list-style-type: none"> Do you have a source water protection program in place? 	Owner and/or primary operator	Following procedures established in the protection program, such as completing and submitting required reports. Bring source water protection up to your supervisor if you do not know if one is in place
Facilities and Resources	<ul style="list-style-type: none"> Is the capacity of the system appropriate to meet water demands through the next 20 years? 	Owner of the system	Help supervisor/owner/board understand current capacity of system.
	<ul style="list-style-type: none"> Is your system in compliance with all applicable Federal and State of CO regulations? 	Owner of the system	Run the system according to the rules and regulations, as well as in accord with the established policies and procedures. Communicate areas of non-compliance and what is needed to address the non-compliance.
	<ul style="list-style-type: none"> Does your system have certified personnel adequate for now and in the future? 	Owner and/or chief operator of the system	Obtain and maintain license and/or certifications that fit your system. Identify any assistance you need to get the job done, in particular, if/when dictated by changes in regulations.
	<ul style="list-style-type: none"> Does your system prepare an annual budget? 	Owner of the system	Either prepare it or gather information for the person(s) who do(es).
Fire Protection	<ul style="list-style-type: none"> Does the water system have adequate storage to provide water to all customers and meet fire flow requirements? 	Owner of the system	Proper maintenance, monitoring, and reporting. Communicate any deficiencies in fire protection storage or planning.

Emergency Response Plan

System Information

Keep this basic information easily accessible to authorized staff for emergency responders, repair people, and the news media.

System information

System Identification Number	CO0121702	
System Name and Address	Sanctuary of Peace POA 3190 Benet Lane Colorado Springs, CO 80921	
Directions to the System	Exit Baptist Road from Interstate 25 North or South proceed 3.1 miles East on Baptist Road to CO Hwy 83 then proceed right about .7 Miles to System Site	
Basic Description and Location of System Facilities	.7 miles south of Intersection Hodgins Rd and CO Hwy 83 in El Paso County, Colorado	
Location/Town	Colorado Springs Colorado	
Population Served and Service Connections from Division of Drinking Water Records	54 Residents and their guests	Twenty seven (27) service connections
System Owner	Sanctuary of Peace POA	
Name, Title, and Phone Number of Person Responsible for Maintaining and Implementing the Emergency Plan	Vincent Crowder	(719) 355-1639 Phone

Chain of Command - Lines of Authority

The first response step in any emergency is to inform the person at the top of this list, who is responsible for managing the emergency and making key decisions.

Chain of command — lines of authority

Name and Title	Responsibilities During an Emergency	Contact Numbers
Vincent Crowder POA Manager	Responsible for overall management and operations of the Sanctuary of Peace POA Water System. Vincent is responsible for managing the emergency and dealing with the public	(719) 355-1639
David Stanford ORC	Responsible for overall operations of the water treatment plant & distribution system.	(719) 687-2386

Events that Cause Emergencies

The events listed below may cause water system emergencies. They are arranged from highest to lowest probable risk.

Events that cause emergencies

Type of Event	Probability or Risk (High-Med-Low)	Comments
Fire	Med	Dry Summers and vegetation on the property cause fire risk
Water Main Break	Med	Older water system water main breaks are always a risk
Boil Water Notice	Low	Bacteriological contamination of the distribution system

Emergency Notification

Notification call-up lists - Use these lists to notify first responders of an emergency.

Emergency Notification List				
Organization or Department	Name & Position	Telephone	Night or Cell Phone	Email
Local Law Enforcement	Officer On Duty	911	911	
Fire Department	Officer On Duty	911	911	
Emergency Medical	Officer On Duty	911	911	
Water Operator (if contractor)	Dave Stanford	(719) 687-2386	Same	daves@h2oconsultants.biz
Primacy Agency Contact CDPHE	Water Quality Control Division	(303) 692-3500		
Hazmat Hotline	Incident Report Line	(877) 518-5608		
Neighboring Water System (not connected)	Glenn Eagle Water Colorado Springs Utilities	(719) 488-3603 (719) 448-4800		

Service / Repair Notifications				
Organization or Department	Name & Position	Telephone	Night or Cell Phone	Email
Electric Utility Co.	Mountain View Electric	(719) 495-2283		
Electrician	D&J Quality Electrician	719) 495-4312		
Gas/Propane Supplier	Black Hills	(719) 303-0712		
Water Testing Lab.	Colorado Analytical Lab	(303) 659-2313		
Sewer Utility Co.	N/A Septic			
Telephone Co.	Century Link	1 (877) 837-5738		
Plumber	Olson Plumbing & Heating Co	(719) 635-3563		
Pump Supplier	Barnhart Pump Company	(719) 683-7512	Same	mark@barnhartpump.com
"Call Before You Dig"	UNCC	811	811	

Response Actions for Specific Events

In any event, there are a series of general steps to take:

1. Analyze the type and severity of the emergency;
2. Take immediate actions to save lives;
3. Take action to reduce injuries and system damage;
4. Make repairs based on priority demand, and
5. Return the system to normal operation.

The following tables identify the assessment, set forth immediate response actions, define what notifications need to be made, and describe important follow-up actions.

A. Fire

Assessment	Which Building is on Fire
Immediate Action	Call Fire Department with address & fire information
Notifications	Vincent Crowder & Dave Stanford
Follow-up-Actions	Assess damage and costs determine if water system can be operated

B. Water Main Break

Assessment	Locate Leak and leak size
Immediate Action	Shut down the water leak
Notifications	Vincent Crowder & Dave Stanford
Follow-up-Actions	Contact Olson Plumbing for repair of the leak. Once repaired restore water service

C. Boil Water Order

Assessment	Positive Bacteriological sample. Is boiling appropriate Investigate cause.
Immediate Action	Contact CDPHE Post Public Notice
Notifications	CDPHE & Vincent Crowder
Follow-up-Actions	Monitor TC & Chlorine Residuals. Public Notice & Notice Certification to CDPHE

Alternative Water Sources

Tie into adjacent water supply system:

Water Systems within one mile of your system	Feasibility of Connecting
GlenEagle Water Colorado Springs Utilities	N/A N/A

Alternate source(s) of water

Alternative Sources	Names	Phone	Availability	Is the Water Safe for Drinking?
Bottled water Suppliers for potable water use	Sam's Club Costco	(719) 264-5010 (719) 277-0407	Good	Bottled Water

Emergency Response Plan

System Information

System Name: The Sanctuary of Peace POA

Public Water System (PWS) Number: CO0121702

Lead Operator Name/#: David Stanford (719) 687-2386

Back-up Operator Name/#: Dave Stanford (719) 687-2386

Owner Name/#: Benet Hill Monastery

Population Served: 54 Full Time Residents and their guests.

Number of Service Connections: Twenty Seven (27)

Attach treatment schematic and distribution system map from Monitoring Plan. See Pages 13 & 14 of this document!

Emergency Contact Information

Life threatening emergency always dial: 911

CDPHE 24-Hour Emergency Hotline: 1-877-518-5608

CoWARN (to receive aid from other utilities) Website: www.cowarn.org

County Sheriff #: 911

Critical Customer Contact #s: NONE

Alternate Sources of Water Supply Name/#: Sam's Club and/or Costco

Emergency Power #: Electrician #: Mountain View Electric 719-495-2283

Plumber #: Olson Plumbing & Heating Co (719) 635-3563

Locates/Excavator #: 811 _____

List of Critical Equipment/Chemicals with Supplier Name/#:

Chlorine Bleach/Amazon

Name/# of Neighboring Utilities: Glenn Eagle Water 719-488-3603; CSU 719-448-4800

Emergency Response Procedures

Shut-down procedures and location of shut-off valve: Main Building turn off pump power and close the valve

Start-up procedures: Turn on the pump power and open the valve

Public notification procedures: Post Public Notices on the front door of the Monastery

Location of fire extinguisher/safety equipment: In water treatment plant

Location of spare or repair parts: In water treatment plant

Additional Resources The CoWARN website contains resources for planning and responding to emergencies: <http://www.cowarn.org/>

Operations and Maintenance Planning

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
Weekly System Checks, Free Chlorine Monitoring	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	<p>CDPHE has determined that the Sanctuary of Peace is a Community Public Water Supply consisting of one, point source and one water distribution system. The Point source is the Sanctuary of Peace POA well. This well and water treatment system serve the Sanctuary of Peace POA.</p> <p>The ORC (Responsible Operator in Charge) will check the Sanctuary of Peace POA treatment facilities at least weekly to monitor chlorine solution levels, water storage tank levels and free available chlorine entering the distribution system. The Operator in Responsible Charge of this water treatment system requires a "D" level operator' certification or above. The water distribution system requires a Level "1" Water Distribution System Operator or above. Trained Sanctuary of Peace POA employees are allowed by the ORC to mix chlorine solution to continue daily plant operations to CDPHE Regulation 11 Standards and to test and to record free chlorine levels found during systems checks.</p>
Mixing Chlorine Solution	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Mix chlorine solution using NSF approved Sodium Hypochlorite and water using chlorine solution mixing concentration on the chlorine solution tanks.
Total coliform distribution system sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	<p>Collect Total Coliform samples from sites identified in the Sanctuary of Peace POA Monitoring Plan as required in the Sanctuary of Peace POA Drinking Water Schedule provided by CDPHE on their website.</p> <p>If the chlorine residual measured at sampling is below 0.2 mg/L or above 4.0 mg/L, immediately notify the certified operator in responsible charge.</p>
Free Chlorine Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	If the chlorine residual measured is below 0.2 mg/L or above 4.0 mg/L, immediately notify the certified operator in responsible charge (ORC).
Nitrate Annual Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	<p>Take Nitrate Sample as required by CDPHE from each point source at least once per year. Sampling requirements are outlined in the Benet Hill Drinking Water Schedule provided on the CDPHE web-site.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of</p>

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
		Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Nitrite Sampling / Once every Nine Years	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Nitrite Samples from each point source once every nine years or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Disinfection Byproduct Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take TTHM & HAA5 in August of each year or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Lead & Copper Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take ten Lead & Copper Samples twice per year or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each Lead & Copper site required to be sampled in the CDPHE Drinking Water Schedule.
Fluoride Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Fluoride Samples once every three years or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
Inorganics Group	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Inorganics Group Samples as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Synthetic Organics Group	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Synthetic Organics Group Samples as required by CDPHE from each point source. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Volatile Organics Group	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Volatile Organics Group Samples as required by CDPHE from each point source. Order sample kit from the Benet Hill contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Radiological Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Radiological Group Samples as required by CDPHE from each point source. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Chlorine Contact Tank Inspection	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Quarterly inspect chlorine contact tanks, and water storage tanks at the Sanctuary of Peace POA treatment facility to assure they are protected from outside contamination not leaking.

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
Water Main Break	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	If possible, locate and isolate the water leak using main line valves. Contact the Sanctuary of Peace POA contract excavation/main repair contractor/contract plumber. Contact Sanctuary of Peace POA office for notification of water shut down and area's affected. Contact ORC for situation report.
Well Pump or Pressure Pump Breakdown	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	It is always best to monitor well pump and pressure pump operations closely. During summer months thunderstorms with lightning can severely damage well pump and pressure pump equipment. Should the Sanctuary of Peace POA have a well pump or pressure pump failure contact Barnhart Pump Company (719) 683-7512 to schedule the needed pump replacement.

Operations SOP'S & Logging Data

Standard Operating Procedure

*Task title:	System Checks, & Free Chlorine Monitoring
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Weekly at Water Treatment Plants
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	The Sanctuary of Peace POA water treatment plant operations are controlled by a float monitoring water levels in the water storage tank. Once weekly monitor & record free chlorine level at the distribution system entry point in the water treatment plant. Collect and record meter readings, free chlorine residual in the distribution system, free chlorine entering the distribution system, and solution tank level. Record the information on Sanctuary of Peace POA forms in the Sanctuary of Peace POA treatment plant. Contact ORC if Free Chlorine levels are below 0.3 entering the water distribution system.
Records and reporting:	ORC will update on-line WIM's weekly log with, time, operator initials, residual chlorine level, all other information noted in the WIM's daily record.
Tools needed to complete task:	Free Chlorine test kit, records forms, pen or pencil.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Mixing Chlorine Solution.
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA treatment plant, weekly or more as needed.
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	Check chlorine solution tank levels weekly. Add new solution based on solution tank level (low or near empty) and solution mixture labeled on solution tank. Keep NSF approved sodium hypochlorite in stock for refilling solution tank.
Records and reporting:	Update the records log in comments, that chlorine solution was mixed.
Tools needed to complete task:	Garden hose to add water to sodium hypochlorite in solution tank.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Total Coliform Sampling and Disinfection Residual Monitoring in the Distribution System
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	<p>Total coliform sample locations. Routine Total coliform sample locations are outlined in the Sanctuary of Peace POA Monitoring Plan.</p> <p>All routine samples should be taken from the restroom sinks of the sample location. Remove the aeration screens from the faucet and allow cold water to run for a few minutes before collecting the water sample. (See Instructions Below)</p> <p>Samples can be taken from an outside spigot or hydrant but not a tap that has a gooseneck faucet or a swivel faucet, as these often generate false positives.</p>
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	If the free chlorine residual measured is below 0.2 mg/L or above 4.0 mg/L, immediately notify the ORC.
Records and reporting:	Update the sampling form in the Sanctuary of Peace POA plant with free residual chlorine level measured.
Tools needed to complete task:	Lab issued total coliform sample bottle(s) & pen to fill out the lab sample form.
PPE requirement:	None

Steps to complete process



Chlorine Test Kit CN-70 (1454200), CN-70F (1454201), CN-70T (1454202)

DOC326.98.00003

Test preparation

CAUTION: ⚠️ Review the Safety Data Sheets (MSDS/SDS) for the chemicals that are used. Use the recommended personal protective equipment.

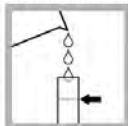
NOTICE: This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.

- Analyze samples immediately after collection.
- Put the color disc on the center pin in the color comparator box (numbers to the front).
- Use sunlight or a lamp as a light source to find the color match with the color comparator box.
- Rinse the tubes with sample before the test. Rinse the tubes with deionized water after the test.
- If the color match is between two segments, use the value that is in the middle of the two segments.
- If the color disc becomes wet internally, pull apart the flat plastic sides to open the color disc. Remove the thin inner disc. Dry all parts with a soft cloth. Assemble when fully dry.
- The long-path adapter for the low range test shows the color in the tubes from top to bottom. Make sure the light source is above the tubes during the color match.
- Undissolved reagent does not have an effect on test accuracy.
- For free chlorine, read the result immediately after the reagent is added to prevent interference from monochloramine. If the sample contains 3.0 mg/L monochloramine, the free chlorine result increases each minute by 0.1 mg/L.
- If the low range test result is more than the maximum limit, use the mid range test procedure with a fresh sample.

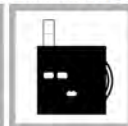
Test procedure—Free or total chlorine, low range (0–0.68 mg/L Cl₂)



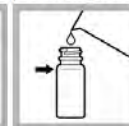
1. Install the long-path adapter in the color comparator box.



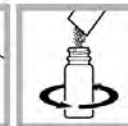
2. Fill a tube to the top line with sample.



3. Put the tube into the left opening of the color comparator box.



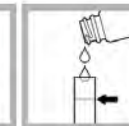
4. Fill the bottle to the 25-mL mark with sample.



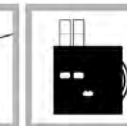
5. Add one DPD (Free or Total) Chlorine Powder Pillow. Swirl to mix.



6. For free chlorine, read the result within 1 minute. For total chlorine, wait 3 minutes. Read the result within 6 minutes.



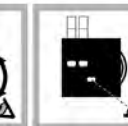
7. Fill a second tube to the top line with the prepared sample.



8. Put the second tube into the color comparator box.



9. Hold the color comparator box below a light source. Turn the color disc to find the color match.



10. Read the value in the scale window. Divide the value by 5 to get the result in mg/L.

Replacement items

Description	Unit	Item no.
DPD Free Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1407099
DPD Total Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1406499
Bottle, square, with 25-mL mark	each	1704200
Color disc, DPD chlorine, 0–3.4 mg/L	each	990200
Color comparator box	each	173200
Long-path adapter	each	2412200
Plastic viewing tubes, 18 mm, with caps	4/pkg	4660004

Optional items

Description	Unit	Item no.
Caps for plastic viewing tubes (4660004)	4/pkg	4660014
Glass viewing tubes, glass, 18 mm	6/pkg	173006
Stoppers for 18-mm glass tubes and AccuVac Ampuls	6/pkg	173106
Water, deionized	500 mL	27249

Standard Operating Procedure

*Task title:	Free Chlorine Residual Sampling
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	At Entry Point to Distribution System. When collecting routine Total Coliform Sampling.
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	If the chlorine residual measured in Step 10 is below 0.2 mg/L or above 4.0 mg/L, immediately notify the ORC.
Records and reporting:	Update the records log with date, time, and location of the residual chlorine level measured in Step 10.
Tools needed to complete task:	Chlorine test kit and DPD Reagent
PPE requirement:	None

Standard Operating Procedure

Steps to complete process



Chlorine Test Kit

CN-70 (1454200), CN-70F (1454201), CN-70T (1454202)

DOC326.98.00003

Test preparation

CAUTION: ⚠ Review the Safety Data Sheets (MSDS/SDS) for the chemicals that are used. Use the recommended personal protective equipment.

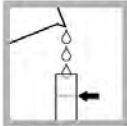
NOTICE: This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.

- Analyze samples immediately after collection.
- Put the color disc on the center pin in the color comparator box (numbers to the front).
- Use sunlight or a lamp as a light source to find the color match with the color comparator box.
- Rinse the tubes with sample before the test. Rinse the tubes with deionized water after the test.
- If the color match is between two segments, use the value that is in the middle of the two segments.
- If the color disc becomes wet internally, pull apart the flat plastic sides to open the color disc. Remove the thin inner disc. Dry all parts with a soft cloth. Assemble when fully dry.
- The long-path adapter for the low range test shows the color in the tubes from top to bottom. Make sure the light source is above the tubes during the color match.
- Undissolved reagent does not have an effect on test accuracy.
- For free chlorine, read the result immediately after the reagent is added to prevent interference from monochloramine. If the sample contains 3.0 mg/L monochloramine, the free chlorine result increases each minute by 0.1 mg/L.
- If the low range test result is more than the maximum limit, use the mid range test procedure with a fresh sample.

Test procedure—Free or total chlorine, low range (0–0.68 mg/L Cl₂)



1. Install the long-path adapter in the color comparator box.



2. Fill a tube to the top line with sample.



3. Put the tube into the left opening of the color comparator box.



4. Fill the bottle to the 25-mL mark with sample.



5. Add one DPD (Free or Total) Chlorine Powder Pillow. Swirl to mix.



6. For free chlorine, read the result within 1 minute. For total chlorine, wait 3 minutes. Read the result within 6 minutes.



7. Fill a second tube to the top line with the prepared sample.



8. Put the second tube into the color comparator box.



9. Hold the color comparator box below a light source. Turn the color disc to find the color match.



10. Read the value in the scale window. Divide the value by 5 to get the result in mg/L.

Replacement items

Description	Unit	Item no.
DPD Free Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1407099
DPD Total Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1406499
Bottle, square, with 25-mL mark	each	1704200
Color disc, DPD chlorine, 0–3.4 mg/L	each	990200
Color comparator box	each	173200
Long-path adapter	each	2412200
Plastic viewing tubes, 18 mm, with caps	4/pkg	4660004

Optional items

Description	Unit	Item no.
Caps for plastic viewing tubes (4660004)	4/pkg	4660014
Glass viewing tubes, glass, 18 mm	6/pkg	173006
Stoppers for 18-mm glass tubes and AccuVac Ampuls	6/pkg	173106
Water, deionized	500 mL	27249

Standard Operating Procedure

*Task title:	Sample Collection of Nitrate, Nitrite, Fluoride, Gross Alpha, Uranium, Inorganics, Synthetic Organics, & Volatile Organics
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	All Samples should be taken from the sample points outlined in the Sanctuary of Peace POA Monitoring Plan and the annual CDPHE Monitoring Schedule.
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Take Samples as required by CDPHE Monitoring Schedule from each point source.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit.</p> <p>Follow the Sanctuary of Peace POA Water Monitoring Plan & CDPHE Drinking Water Monitoring Schedule for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.</p> <p>Immediately notify the certified operator in responsible charge if you contaminate the sample bottles or have any problems collecting the samples.</p>
Records and reporting:	Use lab chain of custody form & update with date, time, location of the sample taken
Tools needed to complete task:	Lab issued sample bottle(s) and preservatives.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Sample Collection of Disinfection Byproduct Sampling
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	<p>Samples should be collected at the point of longest detention time outlined in the Sanctuary of Peace POA Monitoring Plan & CDPHE Annual Monitoring Schedule.</p> <p>Samples can be taken from an outside spigot or hydrant of the sample site.</p>
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Take Samples as required by CDPHE Monitoring Schedule from each point source.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit.</p> <p>Follow the Sanctuary of Peace POA Water Monitoring Plan & CDPHE Drinking Water Monitoring Schedule for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.</p> <p>Immediately notify the certified operator in responsible charge if you contaminate the sample bottles or have any problems collecting the samples.</p>
Records and reporting:	Update the sampling log with date, time, & location
Tools needed to complete task:	Lab issued TTHM & HAA5 sample bottle(s), chain of custody form, bottle labels, and a pen.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Sample Collection of Lead & Copper Samples
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	<p>Samples should be collected at sites outlined in the Sanctuary of Peace POA Monitoring Plan & CDPHE annual Monitoring Schedule.</p> <p>Samples are taken by trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff. The sampler should sign attached Lead & Copper CDPHE approved sample certification paperwork.</p>
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Lead & Copper samples are collected annually per the annual CDPHE Monitoring Schedule.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit.</p> <p>Follow the Sanctuary of Peace POA Water Monitoring Plan & CDPHE Drinking Water Monitoring Schedule for the proper site location for collecting the sample from each lead and copper sample site required in the CDPHE Drinking Water Schedule.</p> <p>Immediately notify the certified operator in responsible charge if you contaminate the sample bottles or have any problems collecting the samples.</p>
Records and reporting:	Update the sampling log with date, time, & location complete required CDPHE 90 th percentile certification, and sample notification certification.
Tools needed to complete task:	Lab issued one-liter Lead & Copper sample bottle(s)
PPE requirement:	None

Standard Operating Procedure

*Task title:	Water main break isolation and repair
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA Water Distribution System
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Note location of leak & isolate the leak, if possible, using main line valves. Contact 811 for locates and contact Sanctuary of Peace POA contract excavation company. Contact ORC for repair parts and public notification of the leak.</p> <p>Work with excavation contractor and / or plumber to repair the water leak as rapidly as possible. Flush area of water leak and test chlorine residual.</p> <p>Take down stream bacteriological sample as soon as possible after leak repair.</p>
Records and reporting:	Note leak in plant records along with routine data collection.
Tools needed to complete task:	Cell phone and any materials located on site to repair water leaks.
PPE requirement:	Reflective vest for possible work outside and in Roadway.

Standard Operating Procedure

*Task title:	Water main line valve operation
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA Water Distribution System
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	Note location of main line valves and operate annually. Record any valve problems to ORC.
Records and reporting:	Note problems and report to ORC.
Tools needed to complete task:	Building plans for valve locations.
PPE requirement:	Reflective vest for possible work outside and in Roadway.

Standard Operating Procedure

*Task title:	Chlorine Contact Tank / Storage Tank Inspection
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA Treatment Plant
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	Visually inspect tank exterior. Note condition of air vent screening, tank lid condition, and float switches. Report any problems to ORC.
Records and reporting:	Note problems and report to ORC and record in plant record under comments.
Tools needed to complete task:	Camera for possible documentation of inspection.
PPE requirement:	None

Sanctuary of Peace Operational Logs

Example Operations Logs

Sanctuary of Peace

September 2020

Date	001 (EFF)						BH Comments
	BH Time	BH Operator Initials	BH Entry Point Free CL2 mg/l	BH Meter Reading gal	BH Gallons Per Day	BH Free Cl2 Dist. Abrahaven mg/l	
5/1/2018					1,503		
5/2/2018					1,503		
5/3/2018	11:15 AM	DGS	0.79	4,789,740	1,503	1.93	System Checked
5/4/2018					1,619		
5/5/2018					1,619		
5/6/2018					1,619		
5/7/2018					1,619		
5/8/2018					1,619		
5/9/2018					1,619		
5/10/2018					1,619		
5/11/2018	8:00 AM	DGS	0.77	4,802,690	1,619	2.20	Sustem Checked
5/12/2018					1,863		
5/13/2018					1,863		
5/14/2018					1,863		
5/15/2018					1,863		
5/16/2018					1,863		
5/17/2018	5:35 PM	DGS	0.65	4,813,870	1,863	0.95	Sustem Checked
5/18/2018					1,584		
5/19/2018					1,584		
5/20/2018					1,584		
5/21/2018					1,584		
5/22/2018					1,584		
5/23/2018					1,584		
5/24/2018					1,584		
5/25/2018					1,584		
5/26/2018	11:35 AM	DGS	0.62	4,828,130	1,584	0.96	Sustem Checked
5/27/2018					1,643		
5/28/2018					1,643		
5/29/2018					1,643		
5/30/2018	1:45 PM	DGS	0.69	4,834,700	1,643	0.87	Sustem Checked
5/31/2018					0		
Minimum			0.62	4,789,740	0	0.87	
Maximum			0.79	4,834,700	1,863	2.20	
Total			3.52	24,069,130	49,468	6.91	
Average			0.70	4,813,826	1,596	1.38	

Sanctuary of Peace POA Public Notification Policy

Sanctuary of Peace Public Notification Policy

The Sanctuary of Peace POA will consist of twenty-seven (27) water taps. Because of the limited number of water user's public notification will consist of Hand Delivery, Mail, and the Annual Consumer Confidence Report as outlined in Regulation 11, for any required Public Notification.

The following pages contain the Tier 1, Tier 2, and Tier 3 public notice instructions. It is recommended that The Sanctuary of Peace POS use the simple certificate of delivery for public notification wizard on the CDPHE Drinking Water Web Page: <https://www.colorado.gov/cdphe/pnrule> once the public notice has been hand delivered, mailed, and or placed in the Annual Consumer Confidence Report.

Situations requiring Public Notification can generally be avoided by proper operations and sample collection procedures. Closely following the Annual Monitoring Schedule and maintaining water operations to a high level will avoid the necessity of many if not all public notifications.

If public notice is required it is recommended that the Sanctuary of Peace POA work closely with CDPHE in the editing and distribution of a required public notice.

Tier 1 Public Notice Instructions

Delivery Requirements

Violations and other situations that require Tier 1 public notice have significant potential to have serious adverse effects on human health as a result of short-term exposure. Therefore, the water system must provide public notice to persons served as soon as practical but **within 24 hours** after learning of the violation or situation. The water system must issue a repeat notice at a frequency determined by the Water Quality Control Division for as long as the violation or situation persists. ***Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).***

Community systems must, at a minimum, use the following delivery method:

- Hand delivery

Non-community systems must, at a minimum, use the following delivery method:

- Posting in conspicuous locations

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include emergency reverse 911 system phone calls, television, radio, newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation or situation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "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 public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system is taking. Use one or more of the following actions, if appropriate, or develop your own:

- We are sampling throughout the distribution system for the presence of [contaminant]
- We are monitoring chlorine levels and will adjust them as needed
- We have isolated the break and are working to correct the problem.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 1 Certificate of Delivery Form within ten days after issuing the notice.

Recommendations:

Although not required, it is recommended that the water system issue a "Problem Corrected" public notice once the violation or situation has been resolved.

It is recommended that the water system notify health professionals in the area of the potential health risks. People may call their doctors with questions about how the violation may affect their health, and the doctors should have the information they need to respond appropriately. In addition, health professionals, including dentists, use tap water during their procedures and need to know of potential problems so they can use bottled water.

Tier 2 Public Notice Instructions

Delivery Requirements

Tier 2 public notices are required for violations and situations that can have potential serious adverse effects on human health. Water systems must provide public notice to persons served as soon as practical but within 30 days after learning of the violation. The water system must issue a repeat notice every three months for as long as the violation or situation persists. ***Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).***

Community systems must use at least one of the following delivery methods :

- | Hand delivery or other direct delivery method
- | Mail (can be included with the bill)

Non-community systems must use at least one of the following delivery methods:

- | Posting in conspicuous locations
- | Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "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 public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system took or is taking. Listed below are some steps commonly taken by water systems with MCL violations. Choose the appropriate language, or develop your own:

- | We are working with [*local/state agency*] to evaluate the water supply and researching options to correct the problem. These options may include treating the water to remove [*contaminant*] or connecting to [*system*]'s water supply.
- | We have stopped using the contaminated well. We have increased pumping from other wells, and we are investigating drilling a new well.
- | We will increase the frequency at which we test the water for [*contaminant*].
- | We have since taken samples at this location and had them tested. They show that we meet the standards.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 2 Certificate of Delivery Form within ten days after issuing the notice.

Tier 3 Public Notice Instructions

Delivery Requirements

Tier 3 public notices must be provided to persons served within one year (365 days) after you learn of the violation. Multiple monitoring violations can be serious. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must use at least one of the following delivery methods:

- | Hand delivery or other direct delivery method
- | Mail (can be included with the bill)
- | Insert the notice in the Consumer Confidence Report, as long the CCR is directly delivered within one year (365 days) after you learn of the violation.

Note: In order to meet the public notification requirement using the CCR the system **must use the direct delivery method** and **cannot use the waiver options for small systems.**

Non-community systems must use at least one of the following delivery methods:

- | Posting in conspicuous locations
- | Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "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 public places or by distributing copies by hand."

Corrective Actions

In your notice, describe corrective actions you took or are taking. Listed below are some steps commonly taken by water systems with monitoring violations. Choose the appropriate language, or develop your own:

- | We have since taken the required samples, as described in the last column of the table above. The samples showed we are meeting drinking water standards.
- | We have since taken the required samples, as described in the last column of the table above. The sample for [contaminant] exceeded the limit. [Describe corrective action; use information from public notice prepared for violating the limit.]
- | We plan to take the required samples soon, as described in the last column of the table above.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 3 Certificate of Delivery Form within ten days after issuing the notice.

Public Notification (PN) Certificate of Delivery Form

Submit Form and a Copy of the Delivered PN No Later than 10 Days After Distribution

Submit Online: wqcdcompliance.com/login (preferred)

Fax: (303) 758-1398

WQCD - Drinking Water CAS

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

Revision: 12/08/2015

Section I - Public Water System Information

PWSID:	System Name:
--------	--------------

Contact Person:	Phone #:
-----------------	----------

Comments:

I hereby affirm the Public Notification for the violation or situation identified above has been provided to consumers and any consecutive water systems in accordance with the delivery, content, and format requirements of the Colorado Primary Drinking Water Regulations (CPDWR). I affirm that future requirements for notifying new billing units will be met. I also understand this notice may need to be repeated in accordance with the CPDWR and I must submit this form again with each repeated notice.

Signature of Owner or Owner's Legal Representative	Date
--	------

Printed Name of Owner or Owner's Legal Representative

Section II - Public Notification Report Delivery

Date of Violation Letter or Public Notice Requirement Letter:

Violation Tier Level (Check One):	Tier 1	Tier 2	Tier 3
-----------------------------------	--------	--------	--------

Date Public Notice Distributed:

Reason for Notice (Description of Violation or Situation):

Check All Distribution Methods Used to Reach All Consumers

<input type="checkbox"/> Direct Delivery	Method (Includes Hand Delivery and U.S. Mail) - Required for Community Water Systems
<input type="checkbox"/> Continuously	Posted: (List Locations):
<input type="checkbox"/> Television,	Radio, and/or Newspaper:
<input type="checkbox"/> Delivery of	Multiple Copies to Hospitals, Apartment Buildings, Schools, or Other Community Centers
<input type="checkbox"/> E-mail	
<input type="checkbox"/> Other Method	Approved by CDPHE:
<input type="checkbox"/> Emergency	- 911 System Message

List All Consecutive Water Systems (Systems that Purchase Water From Your System) the Notice was Delivered to:

Section 10

Section 10: Impact to Corrosivity (DCPWS Section 1.2.10)

Project Title: Sanctuary of Peace POA Water System

Project Category (Category 1 - 4: see Appendix A, Table A.2 for Category descriptions.
(Add justification for category changes here)

The Sanctuary of Peace POA Water System is Category 2 - Possible impact to Corrosivity

Impacts to Corrosivity (Category 2 and 3. Category 4 submit Appendix K) -


Category 2: Confirm materials evaluation and proper sampling pool (Regulation 11.26(2))

The system will be comprised of largely non-corrosive materials. The distribution system will consist of HDPE mains and services. Underground piping from the pump to the treatment building and from the treatment building to the storage tanks are to be HDPE material. The sampling and treatment system, consisting of ductile iron pipe, will be in an insulated and climate-controlled building. The storage tanks will be HDPE material. Any fittings are same-type metals. All residential units to be served by the community water system will be new single-family attached housing units which are yet to be constructed. All materials will be lead-free and will not contain galvanized steel, asbestos cement or coal tar. The Prevalent Soil Type at the site is Kettle gravelly loamy sand which is classified as having moderate risk of corrosion to uncoated steel and low risk of corrosion to concrete.

There are no anticipated Tier 1, Tier 2, or Tier 3 sampling sites in the proposed system. The sampling pool will consist of a minimum of 5 residential units in accordance with Table 11.26-II Lead and Copper Sampling Pool.

Lead and Copper Sample Sites

Completed by: **Dave Stanford**

Signature: 

Note: If you choose to update and maintain sites online at wqcdcompliance.com/login then please select the option to use the alternate section where sites are not required to be completed. For information on how to select sites please visit colorado.gov/cdphe/lcr.

Lead and Copper Definitions		
Structure SFR: Single Family Residence MFR: Multi-Family Residence B: Building SFB: Single Family Residence Used as Business	Status A = Active - Sampling N = Active - Not Sampling	Tier Level 1 = Tier 1 2 = Tier 2 3 = Tier 3 R = Represents System
Lead Service Line (LSL) NA = No LSL FLSL = Utility Owned LSL PLSL = Partially Owned LSL OLSL = Customer Owned LSL U = Unknown at This Time	Interior Plumbing CPLS = Copper Pipes with Lead Solder CP = Copper Pipes without Lead Solder NonCP = Non-Copper Pipes LP = Lead Pipes U = Unknown at This Time	Material Verification R = Records Review Verification P = Physically Verified I = Interview Verification U = Unverified

Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR001 LOT 2	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR002 LOT 5	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR003 LOT 10	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR004 LOT 15	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR005 LOT 20	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Section 11

Section 11: Supplemental/Other Information (DCPWS Section 1.2.11)

Project Title: Sanctuary of Peace POA Water System

Supplemental Information

See insert beginning next page

Additional Deviation Request Information

No deviations are requested for the system

APPLICATIONS: HbMAG Meter is an electromagnetic flow meter designed for use in the measurement of potable water in applications where a high degree of accuracy is required over a wide range of flow rates and conditions. Hotels, schools, factories, office buildings, apartment buildings, commercial properties and irrigation are all examples of installations where domestic and process water services may have widely varying flow rates and usage profiles. The Hersey HbMAG meter has advanced EMF measurement technology to provide a high degree of maintenance free accuracy over extended periods of deployment. Maximum continuous flow rates may be exceeded by as much as 50% for intermittent periods with virtually no pressure loss; permitting full pipe capacity measurement without damage to the meter.

CONFORMANCE TO STANDARDS: Hersey HbMAG meters have some of the widest flow ranges of any meter on the market. All Hersey HbMAG solid-state meters provide comparable performance, accuracy and pressure loss standards referenced in the latest editions of AWWA Standards C-701 for horizontal turbine meters and C-702 for compound meters. All 3" through 12" HbMAG meters are also available in an FM Approved variant for fire meter use.

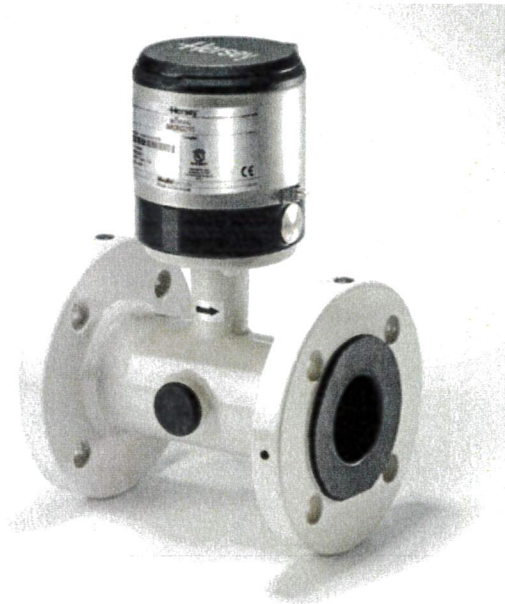
CONSTRUCTION: The Hersey HbMAG consists of the epoxy coated outer main case; SST flow tube; EPDM liner; Hastelloy electrodes; and solid-state register. Main cases are made of epoxy coated steel with an EPDM liner. Electrodes are made from Hastelloy C 276. It is low maintenance, delivering long-term performance with minimal cost of ownership.

REGISTER: Permanently sealed LCD register with heat-treated glass lens to eliminate dirt, moisture infiltration and fogging. Displays volume of water measured, flow rate, reverse flow and low battery alarm. Additional communication outputs are available. All Hersey Models have electronic meter reading systems available for increased reading efficiency. (See Meter Reading Systems.)

OPERATION: The Hersey HbMAG is a microprocessor-based water meter with graphical display for optimum customer operation and information. The transmitter drives the magnetic field in the sensor, evaluates the flow signal from the sensor and calculates the volume of liquid passing through the meter. It delivers required information via the integrated solid-state register or communication interfaces as part of a system solution. The intelligent functionality, information and diagnostics ensure optimum meter performance and information to optimize water supply and billing. Water flows straight through an unobstructed body permitting high flow volumes with a virtually no head loss.

MAINTENANCE: The Hersey HbMAG is designed and manufactured to provide long service life with virtually no maintenance required.

CONNECTIONS: ANSI 150 standard end flanges

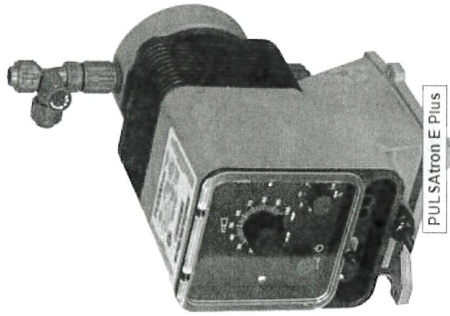


3" Hersey HbMAG with Integral Register

HbMAG

Material and Specifications

MODEL	HbMAG
SIZES	3", 4", 6", 8" 10", 12
	Larger sizes are available. Call Mueller Systems customer care for options.
STANDARDS	IP68/NEMA 6P, NSF-61, Optional FM approval for fire meter use
SERVICE	Measurement of flow in BOTH forward and reverse directions
INSTALLATION	Horizontal or vertical with 5x pipe diameter of straight pipe (same size as meter)
OPERATING FLOW RANGE	See Charts on the following pages
ACCURACY	See Charts on the following pages
MAXIMUM WORKING PRESSURE	175 PSI
TEMPERATURE RANGE	33° F to 140° F water temperature
MEASURING ELEMENT	Time-varying magnetic field
SOLID STATE REGISTER	Permanently sealed IrDA: Standard integrated infrared communication interface with Encoder interface, AMR/AMI RF Modules
BATTERY LIFE	6 Years: Internal Battery Pack 10 Years: External Battery Pack
METER CONNECTIONS	ANSI class 150 standard end flanges
MATERIALS	Maincase – epoxy-coated steel Electrodes – Hastelloy C276 Liner - EPDM
OPTIONS	AMR/AMI Reading Systems



PULSAtron E Plus



Flow:

3 - 600 gpd (0.50 - 94.6 lph) 0.13 - 25 gph



Pressure:

20 - 300 psi (1.3 - 21 bar)

Overview

Specifications

Features

Downloads

Videos

General Specifications

Pump Head Materials	GFPL, PVC, PVDF, 316 SS
Fitting Material Available	GFPL, PVC, PVDF
Bleed Valve	Same as fitting and check valve selected (except 316SS)
Turndown Ratio	100:1
Seat O-Rings Available	PTFE, CSPE, Viton
Balls Available	Ceramic, PTFE, 316 SS, Alloy C
Diaphragms	PTFE-faced CSPE-backed
Tubing Available	Clear PVC, White PE, PVDF
Power Input	115 VAC - 50/60 HZ - 1 ph, 230 VAC - 50/60 HZ - 1 ph
Peak Input Power	300 Watts, Average Input Power At Max. SFM: 130 Watts
Average Current Draw	115 VAC: Amps - 1.0, 230 VAC: Amps - 0.5
Product Options	<ul style="list-style-type: none"> Optional Control: 4-20mAADC direct or external pacing with stop function
Accessories	<ul style="list-style-type: none"> Dampeners Gasps Flow-Engineered Systems Process Controllers Tanks

PULSAFEEDER®

When you need a part, you've got it! A KOPkit can help you cut downtime and put you back in business fast. Use KOPkits for preventative maintenance also, to ensure continuous high performance from your Pulsafeeder metering pump.

Save money too, by buying parts in KOPkits instead of ordering individual parts.

KOPkits are available for the CHEM-TECH Series Prime Performance, Series 100, Series 200 and Series XP & XPV; Mec-O-Matic Stingray Series and Dolphin Series; and all PULSAtron metering pumps.

FOR DIAPHRAGM PUMPS:

A typical KOPkit includes Pump Head assembly with Valve, Diaphragm, Head Screws, Washers and an exploded view assembly drawing.

FOR PERISTALTIC PUMPS:

A typical KOPkit includes Pump Head assembly with Tube, Retaining Clamps, Hose Clamps and an exploded view assembly drawing.

How To Order:

PULSAtron (all models) - The KOPkit number will start with the letter "K", followed by the head size (4th digit of the pump model number) and the liquid end code (the 7th, 8th, 9th and 10th digits of the pump model number). The KOPkit for pump model number LB04SA-PTC1-XXX would be K4PTC1.

CHEM-TECH Series Prime Performance, 100 & 200 - The KOPkit number will start with "KX100-" followed by the liquid end code (the 7th, 8th, 9th and 10th digits of the pump model number). The KOPkit for pump model number X240-XD-BAAAXXX would be KX100-BAAA.

CHEM-TECH Series XP and XPV - The KOPkit number will start with "NCK". Please see selection guide on back side.

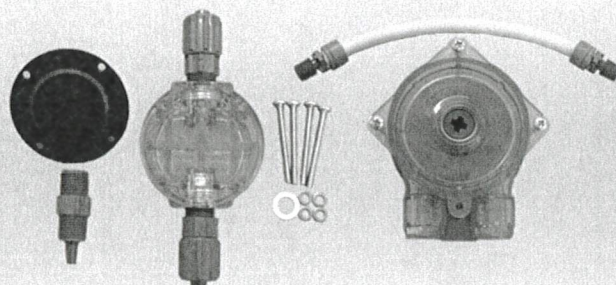
Mec-O-Matic Stingray Series - The KOPkit number for the Stingray Series is KUSR _BACK with the 3rd digit of the pump model number placed in the blank spot. The KOPkit for pump model number US210XA-BCAKXXX is KUSR2-BCAK.

Mec-O-Matic Dolphin Series - The KOPkit number for the Stingray Series is KUDXX-L_AU with the 8th digit of the pump model number placed in the blank spot. The KOPkit for pump model number UD50-XA-LSAUXXX is KUDXX-LSAU.

Operating Benefits

- Reduce downtime.
- Save money by ordering a KOPkit instead of individual parts.
- Needed wetend parts for maintenance in one part number.

CHEM-TECH Series



PULSAtron Series

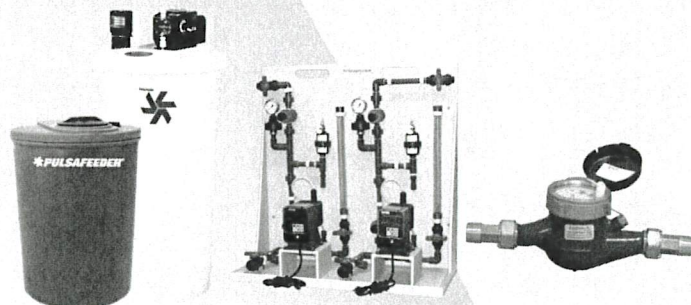


MEC-O-MATIC Series



Aftermarket

- Water Meters
- Gauges
- Dampeners
- Pressure Relief Valves
- Tanks
- Pre-Engineered Systems



KOPkit
Keep On Pumping Kit

KOPkit

XP and XPV Model Selection

Part Number	Description
KOPkits - Low Pressure	
NCKA2LPAP1	KOPkit XP - 004 / 007 / 008
NCKA3LPAP1	KOPkit XP - 009 / 015 / 017
NCKA4LPAP1	KOPkit XP - 023 / 033 / 014
NCKA6LPAP1	KOPkit XP - 030 / 050 / 055
NCKA8LPAP1	KOPkit XP - 048 / 080 / 100
KOPkits - High Pressure	
NCKA2HPAP1	KOPkit XP - 004 / 007 / 008
NCKA3HPAP1	KOPkit XP - 009 / 015 / 017
NCKA4HPAP1	KOPkit XP - 023 / 033 / 014
NCKA6HPAP1	KOPkit XP - 030 / 055
NCKA24PA P1	KOPkit XP - 004 / 008 - 3/8"
NCKA44PA P2	KOPkit XP - 033 / 014 - 3/8"
KOPkits - Duplex Low Pressure	
NCKD2LPAP1	KOPkit XP - 004 / 008
NCKD3LPAP1	KOPkit XP - 009 / 017
NCKD4LPAP1	KOPkit XP - 033 / 014
NCKD6LPAP1	KOPkit XP - 030 / 055
NCKD8LPAP1	KOPkit XP - 048 / 100

Integrated Tank Systems



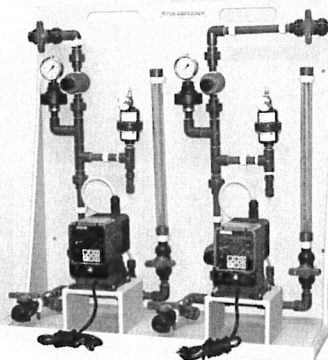
Integrated Tank Systems

Pulsafeeder's ITS System is a completely integrated tank system constructed of high density UV resistant polyethylene (PE) with a 15 gallon capacity. This tank system is translucent with 5 gallon increments and the tank's low level indicator allows visual monitoring of chemicals without opening the tank. The tight fitting child proof lid keeps the chemical free of contaminants and protects the surrounding area from chemical fumes.

The ITS System also allows for easy access to the liquid end and control panel of the mounted pump.

A system consists of a chemical tank with lid and bulkhead fittings: a liquid level indicator float assembly and feeder mounting hardware.

Custom Engineered Designs – Pre-Engineered Systems



Pre-Engineered Systems

Pulsafeeder's Pre-Engineered Systems are designed to provide complete chemical feed solutions for all electronic metering applications. From stand alone simplex pH control applications to full-featured, redundant sodium hypochlorite disinfection metering, these rugged fabricated assemblies offer turn-key simplicity and industrial-grade durability. The UV-stabilized, high-grade HDPE frame offers maximum chemical compatibility and structural rigidity. Each system is factory assembled and hydrostatically tested prior to shipment.

PULSAFEEDER
 27101 Airport Road
 Punta Gorda, FL 33982
 Phone: ++1(941) 575-3800
 Fax: ++1(941) 575-4085

www.pulsatron.com



An ISO 9001 Certified Company

KK001 I14

IPX
 FLUID & METERING

Learn about Ferguson's response to COVID-19. Read message

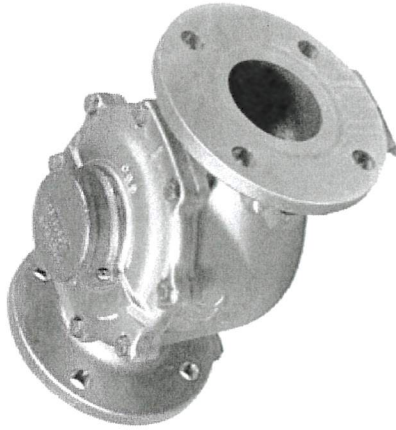
Home > Meters > Water Meters

Print icon

Hersey Meters 2 in. Bronze Flanged Turbo Meter

Part #HQ0PS205 Manufacturer Part #HQ0PS205

Hersey Meters



FITTING SIZES:

2 in

To see pricing and availability for this product, Create an Account. Already a customer? Login

Product Details

Specifications

End Connection 1: Flanged

Fitting Size 1: 2 in

Fitting Sizes: 2 in

Material: Bronze

Type: Turbine



PerformancePipe.com

DRISCOPLEX® 4000 (DIPS) / 4100 (IPS)

HDPE PIPE DATA SHEET

DriscoPlex® 4000/4100 Pipe meets or exceeds:

ASTM F714 (4" and larger) AWWA C906 NSF/ANSI 61
 ASTM D3035 (up to 3") AWWA C901 NSF/ANSI 61
 ASTM D3350, cell classification PE445574C
 PPI TR-4 designation PE4710
 NSF/ANSI 14 – Available upon request

DriscoPlex® 4000/4100 Pipe for:

Potable Water, Raw Water, Sanitary Sewer,
 Reclaimed Water, Storm Drain, Treated Sewage, etc.
 Iron Pipe Size OD (IPS) ¾" to 54",
 Ductile Iron Pipe Size OD (DIPS) 4" to 42"
 40' and 50' Joints / Solid Black / Color Striping Available
 500' coils available in sizes through 6"

NOMINAL PIPE PROPERTIES ⁽¹⁾	UNIT	TEST METHOD	VALUE PE4710
Density	gms / cm ³	ASTM D1505	0.960 (black)
Melt Index (MI) Condition 190°C / 2.16kg	gms / 10 minutes	ASTM D1238	0.08
Hydrostatic Design Basis 73° F (23° C)	psi	ASTM D2837	1600
Hydrostatic Design Basis 140° F (60° C)	psi	ASTM D2837	1000
Color: UV Stabilizer [C]	---	ASTM D3350	Min 2% Carbon Black
NOMINAL MATERIAL PROPERTIES ⁽¹⁾⁽²⁾	UNIT	TEST METHOD	VALUE PE4710
Flexural Modulus 2% Secant – 16:1 span: depth. 0.5 in / min.	psi	ASTM D790	>120,000
Tensile Strength at Yield	psi	ASTM D638 Type IV	>3500
Elongation at Break 2 in / min., Type IV Bar	%	ASTM D638	>800
Elastic Modulus	psi	ASTM D638	>175,000
Hardness	Shore D	ASTM D2240	62
PENT	hrs	ASTM F1473	>500
Vicat Softening Temperature	°F	ASTM D1525	256
Brittleness Temperature	°F	ASTM D746	< -103
Thermal Expansion	in / in / °F	ASTM D696	1.0 x 10 ⁻⁴

1. This is not a product specification and does not guarantee or establish specific minimum or maximum values or manufacturing tolerance for material or piping products to be supplied.
2. Values obtained from tests of specimens taken from piping product may vary from these typical values.

When Performance Matters Rely on
Performance Pipe

Bulletin: PP101 / January 2011

© 2009 Chevron Phillips Chemical Company LP

Performance Pipe, a division of Chevron Phillips Chemical Company LP | 5085 W. Park Blvd | Suite 500 | Plano, TX 75093 | Phone: 800-527-0662 | Fax: 972-599-7348

This data sheet provides typical properties for Performance Pipe piping products. Before using this product, the user is advised and cautioned to make their own determination and assessment of the safety and suitability of the product for the specific use in question and is further advised against relying on the information contained herein as it may relate to any specific use or application. It is the ultimate responsibility of the user to ensure that the product is suited and the information is application to the user's specific application. Chevron Phillips Chemical Company LP does not make, and expressly disclaims, all warranties, including warranties of merchantability or fitness for a particular purpose, regardless of whether oral or written, express or implied, allegedly arising from any usage of any trade or from any course of dealing in connection with the use of information contained herein or the product itself. The user expressly assumes all risk and liability, whether based in contract, tort or otherwise, in connection with the use of the information contained herein or the product itself. Further, information contained herein is given without reference to any intellectual property issues, as well as federal, state or local laws which may be encountered in the use thereof. Such questions should be investigated by the user. The data sheet may change periodically. Visit www.PerformancePipe.com for the most current data sheet.



Ductile Iron Pipe Size (DIPS) and Dimension Data DriscoPlex® Pipe for Municipal Applications

PE4710 (PE3408)

Pressure Ratings are calculated using 0.63 design factor for HDS at 73°F as listed in PPI TR-4 for PE 4710 materials. HDPE can accommodate up to 1.5 times the pipe pressure rating for a recurring surge and up to 2.0 times the pipe pressure rating for an occasional surge. Temperature, Chemical, and Environmental use considerations may require use of additional design factors.

Nominal Pipe Size	335 psi DR 7.0					250 psi DR 9.0					200 psi DR 11.0					160 psi DR 13.5				
	DIPS OD (in)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Nominal Pipe Size
4"	4.800	0.686	3.346	3.87	0.533	3.670	3.13	0.436	3.876	2.62	0.356	4.045	2.18	0.356	4.045	2.18	0.356	4.045	2.18	4"
6"	6.900	0.986	4.810	8.00	0.767	5.274	6.47	0.627	5.571	5.42	0.511	5.817	4.50	0.511	5.817	4.50	0.511	5.817	4.50	6"
8"	9.050	1.293	6.309	13.76	1.006	6.917	11.13	0.823	7.305	9.32	0.670	7.630	7.75	0.670	7.630	7.75	0.670	7.630	7.75	8"
10"	11.100	1.586	7.738	20.70	1.233	8.486	16.74	1.009	8.961	14.03	0.822	9.357	11.66	0.822	9.357	11.66	0.822	9.357	11.66	10"
12"	13.200	1.886	9.202	29.27	1.467	10.090	23.67	1.200	10.656	19.84	0.978	11.127	16.48	0.978	11.127	16.48	0.978	11.127	16.48	12"
14"	15.300	2.186	10.666	39.33	1.700	11.696	31.80	1.391	12.351	26.65	1.133	12.898	22.15	1.133	12.898	22.15	1.133	12.898	22.15	14"
16"	17.400	2.486	12.130	50.87	1.933	13.302	41.13	1.582	14.046	34.47	1.289	14.667	28.64	1.289	14.667	28.64	1.289	14.667	28.64	16"
18"	19.500	2.786	13.594	63.99	2.167	14.906	51.66	1.773	15.741	43.29	1.444	16.439	35.97	1.444	16.439	35.97	1.444	16.439	35.97	18"
20"	21.600				2.400	16.512	63.38	1.964	17.436	53.12	1.600	18.208	44.14	1.600	18.208	44.14	1.600	18.208	44.14	20"
24"	25.800				2.867	19.722	90.43	2.345	20.829	75.78	1.911	21.749	62.97	1.911	21.749	62.97	1.911	21.749	62.97	24"
30"	32.000							2.909	25.833	116.58	2.370	26.976	96.87	2.370	26.976	96.87	2.370	26.976	96.87	30"
36"	38.300							3.482	30.918	167.01	2.837	32.286	138.77	2.837	32.286	138.77	2.837	32.286	138.77	36"
42"	44.500										3.296	37.512	187.33	3.296	37.512	187.33	3.296	37.512	187.33	42"

Nominal Pipe Size	125 psi DR 17.0					100 psi DR 21.0					80 psi DR 26.0					63 psi DR 32.5				
	DIPS OD (in)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Nominal Pipe Size
4"	4.800	0.282	4.202	1.76	0.229	4.315	1.45	0.265	6.338	2.43	0.212	6.451	1.96	0.212	6.451	1.96	0.212	6.451	1.96	4"
6"	6.900	0.406	6.039	3.64	0.329	6.203	2.99	0.348	8.312	4.19	0.278	8.461	3.37	0.278	8.461	3.37	0.278	8.461	3.37	6"
8"	9.050	0.532	7.922	6.26	0.431	8.136	5.13	0.427	10.195	6.30	0.342	10.375	5.09	0.342	10.375	5.09	0.342	10.375	5.09	8"
10"	11.100	0.653	9.716	9.42	0.529	9.979	7.73	0.508	12.123	8.91	0.406	12.339	7.19	0.406	12.339	7.19	0.406	12.339	7.19	10"
12"	13.200	0.776	11.555	13.31	0.629	11.867	10.93	0.588	14.053	11.96	0.471	14.301	9.66	0.471	14.301	9.66	0.471	14.301	9.66	12"
14"	15.300	0.900	13.392	17.89	0.729	13.755	14.68	0.669	15.982	15.48	0.535	16.266	12.48	0.535	16.266	12.48	0.535	16.266	12.48	14"
16"	17.400	1.024	15.229	23.15	0.829	15.643	18.98	0.750	17.910	19.44	0.600	18.228	15.69	0.600	18.228	15.69	0.600	18.228	15.69	16"
18"	19.500	1.147	17.068	29.07	0.929	17.531	23.84	0.831	19.838	23.86	0.665	20.190	19.26	0.665	20.190	19.26	0.665	20.190	19.26	18"
20"	21.600	1.271	18.905	35.68	1.029	19.419	29.25	0.992	23.697	34.03	0.794	24.117	27.46	0.794	24.117	27.46	0.794	24.117	27.46	20"
24"	25.800	1.518	22.582	50.89	1.229	23.195	41.73	1.231	29.390	52.37	1.473	35.177	75.00	1.473	35.177	75.00	1.473	35.177	75.00	24"
30"	32.000	1.882	28.010	78.26	1.524	28.769	64.18	1.473	35.177	75.00	1.712	40.871	101.28	1.712	40.871	101.28	1.712	40.871	101.28	30"
36"	38.300	2.253	33.524	112.13	1.824	34.433	91.93	1.712	40.871	101.28	1.712	40.871	101.28	1.712	40.871	101.28	1.712	40.871	101.28	36"
42"	44.500	2.618	38.950	151.39	2.119	40.008	124.09	2.119	40.008	124.09	2.119	40.008	124.09	2.119	40.008	124.09	2.119	40.008	124.09	42"

This size and dimension chart is intended for reference purposes. It should not be used in place of the advice from a licensed Professional Engineer. Pipe weights are calculated in accordance with PPI TR-7. Average inside diameter is calculated using DIPS OD and Minimum wall plus 6% for use in estimating fluid flows. Actual ID will vary. When designing components to fit the pipe ID, refer to pipe dimension and tolerances in the applicable pipe manufacturing specification.



**1101 McKinley Street
Anoka, MN 55303
Phone (763) 786-6682
Fax (763) 786-2167**

Series 415 Side Fusion Tapping Saddle

The Side Fusion Branch Saddle provides a cost effective dependable fitting for the water and industrial markets. The branch saddle can be installed with the standard side fusion equipment in the market today.

Meets ASTM D1598, D1599, D1588, and AWWA C906

- Branch outlet sizes .5"-2" NPT or CC thread (AWWA thread)
 - Main size 4"-64" diameters
 - Base size available 3" or 4" pivot head
 - Full Pressure Rated 230 PSI
-
- HDPE Branch Saddle PE 3408 ASTM D3350 (Black) Cell Classification 345454C
 - Female Threaded Insert Brass Alloy C360 AWWA C 800
 - Stainless Compression Ring Grade type 304 or 316

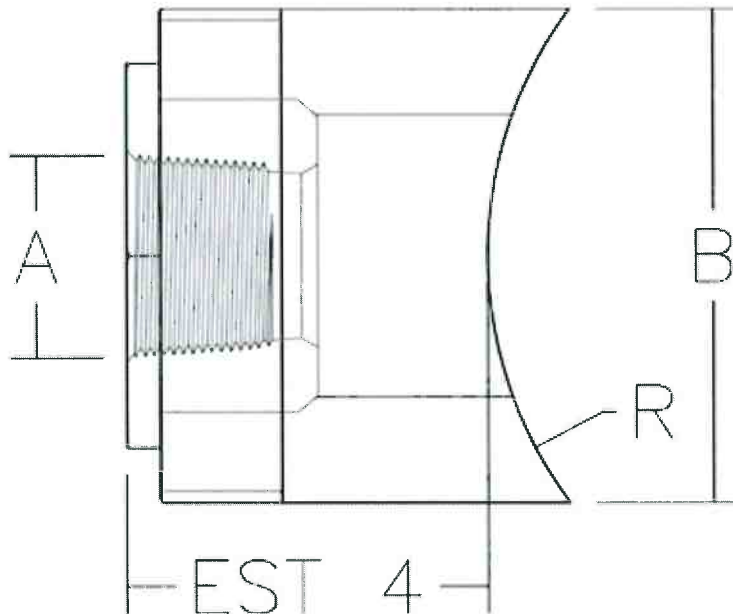
POLY-CAM®

1101 McKinley Street
 Anoka, MN 55303
 Phone (763) 786-6682
 Fax (763) 786-2167

**Series 415
 Side Fusion
 Tapping Saddle**



R	A	B	Base Thickness
4	3	4.5/3.5	1.0/.75
6	3	4.5/3.5	1.0/.75
8	3	4.5/3.5	1.0/.75
10	3	4.5/3.5	1.0/.75
12	3	4.5/3.5	1.0/.75
14	3	4.5/3.5	1.0/.75
16	3	4.5/3.5	1.0/.75
18	3	4.5/3.5	1.0/.75
20	3	4.5/3.5	1.0/.75
24	3	4.5/3.5	1.0/.75



11/00 © Registered Trademark Poly-Cam, Inc. - US Patent # 5,211,429

ULTRALINE[®] HDPE WATER SERVICE PIPE & TUBING

DRISCOPEX[®] 5100 SERIES ULTRALINE[®] HDPE WATER SERVICE PIPE & TUBING



Ultraline[®] HDPE Water Service Pipe and Tubing is available to meet your needs in compliance with ASTM D2239, ASTM D2737 or ASTM D3035 product standard.

Produced from only the highest rated HDPE pipe materials, Driscoplex[®] 5100 Series Ultraline[®] HDPE Pipe and Tubing are manufactured of PE4710 resin listed in PPI-TR4.

Ultraline[®] HDPE Water Service Pipe and Tubing from Performance Pipe meets the requirements of:

- AWWA C 901-08
- NSF/ANSI 61
- NSF /ANSI 14
- ASTM D3350 cell class 445574

When Performance Matters Rely on
Performance Pipe

ULTRALINE® HDPE WATER SERVICE PIPE & TUBING

Performance Pipe Ultraline® Water Service Pipe and Tubing Pressure Class is based on applications at temperatures up to and including 80°F. Contact Performance Pipe for guidance on operating at higher temperatures. See the PPI **Field Service Manual for Municipal Water** for installation guidance. The manual is available as a free download at www.performancepipe.com in the Water/Wastewater section.

ASTM D2239 Inside Diameter Controlled HDPE Pipe (IPS/SDR)

SIZE	SDR	NOMINAL OD / ID	COIL LENGTH / PALLET QTY	COIL LENGTH / PALLET QTY	WEIGHT LB/100FT	PRESSURE CLASS
3 / 4 "	7	1.074"/0.824"	100'/1800'	400'/4000'	16	250 psi
1"	7	1.367"/1.049"	100'/1800'	300'/2400'	25	250 psi
1 - 1 / 4 "	7	1.798"/1.380"	100'/1500'	300'/2100'	43	250 psi
1 - 1 / 2 "	7	2.098"/1.610"	100'/1400'	300'/1800'	59	250 psi
2 "	7	2.692"/2.067"	100'/1000'	300'/2100'	97	250 psi

ASTM D2737 Outside Diameter Controlled HDPE Tubing (CTS)

SIZE	SDR	NOMINAL OD / ID	COIL LENGTH / PALLET QTY	COIL LENGTH / PALLET QTY	WEIGHT LB/100FT	PRESSURE CLASS
3 / 4 "	9	0.875"/0.669"	100' / 1800'	500' / 7500'	10	250 psi
1"	9	1.125"/0.860"	100' / 1600'	300' / 4200'	17	250 psi
1 - 1 / 4 "	9	1.375"/1.051"	100' / 1400'	300' / 2400'	26	250 psi
1 - 1 / 2 "	9	1.625"/1.241"	100' / 1300'	300' / 2400'	36	250 psi
2 "	9	2.125"/1.625"	100' / 1300'	300' / 2700'	61	250 psi

ASTM D3035 Outside Diameter Controlled HDPE Pipe (IPS/SDR)

SIZE	SDR	NOMINAL OD / ID	COIL LENGTH / PALLET QTY	COIL LENGTH / PALLET QTY	WEIGHT LB/100FT	PRESSURE CLASS
3 / 4 "	11	1.050"/0.849"	150'/1800'	500'/3500'	13	200 psi
1"	11	1.315"/1.061"	150'/1800'	500'/3000'	20	200 psi
1-1/4"	11	1.660"/1.358"	150'/1500'	500'/6000'	31	200 psi
1-1/2"	11	1.900"/1.554"	250'/2500'	500'/4000'	41	200 psi
2"	13.5	2.375"/2.002"	150'/1800'	500'/3500'	53	160 psi
2"	11	2.375"/1.917"	150'/1800'	500'/3500'	64	200 psi
3"	17	3.500"/3.063"	250'/1750'	1000'/2000'	94	125 psi
3"	13.5	3.500"/2.951"	250'/1750'	1000'/2000'	116	160 psi
3"	11	3.500"/2.826"	250'/1750'	1000'/2000'	140	200 psi

Solid black pipe and tubing is standard. Contact your Performance Pipe representative for additional sizes and information.

When Performance Matters Rely on
Performance Pipe

AMERICAN AVK HIGH PRESSURE, 250 PSI, POST, DRY BARREL HYDRANT

**67XX
POST**


Complies with AWWA C502 (latest) - (where applicable) - Working Pressure - 250 PSI
Inlet Bases: NPT, HYMAX GRIP®, Flanged in accordance with ANSI B16.1 Class 125,
Mechanical Joint in accordance with ANSI/AWWA C111/A21.11

Use:
For water and neutral liquids to maximum 160°F.

Tests:
Seat Test: 500 PSI

Approvals:

Certified to:
NSF/ANSI 61
NSF/ANSI 372



Components: Nozzle Section, Barrels, Breakable Flange, Base		Standard: Ductile Iron ASTM A536	
Caps, Weathershield		Cast Iron ASTM A126 Class "B"	
Nozzle, Valve Seat Ring, Main Valve Flange Operating Nut, Thrust Nut		Bronze	
Main Valve		Ductile iron core, fully encapsulated with EPDM rubber.	
Stem Rod Couplings, Upper Stem Rod, Nozzle Retaining Screw, Thrust Nut Screw, Coupler Pins, Main Valve Retaining Pin, Spring Pins		Stainless Steel	
Coating - Above ground		Acrylic Polyurethane paint	
Coating - Below ground		Fusion bonded epoxy. Epoxy meets or exceeds AWWA C550 (latest)	
Chain Set, Hardware		Zinc Plated Steel	
Cap Gasket, O-rings		NBR	
Anti-Friction Washer		Brass	
Base Elbow / Inlet Configuration	<input type="checkbox"/> 2" MJ <input type="checkbox"/> 3" MJ <input checked="" type="checkbox"/> 4" MJ	<input type="checkbox"/> 2.5" Flanged <input type="checkbox"/> 3" Flanged	<input type="checkbox"/> 2" NPT <input type="checkbox"/> 2.5" NPT <input type="checkbox"/> 3" NPT <input type="checkbox"/> 2" HYMAX GRIP®
Optional Materials:			
Hardware	<input type="checkbox"/> Zinc Plated (STD) <input type="checkbox"/> 304 Stainless <input type="checkbox"/> Open Left	<input type="checkbox"/> 304 Stainless <input type="checkbox"/> Steel (STD) <input type="checkbox"/> Open Right	<input type="checkbox"/> 316 Stainless



Series 67XX
1 Hose Outlet



AMERICAN AVK HIGH PRESSURE, 250 PSI, POST, DRY BARREL HYDRANT

67XX
POST

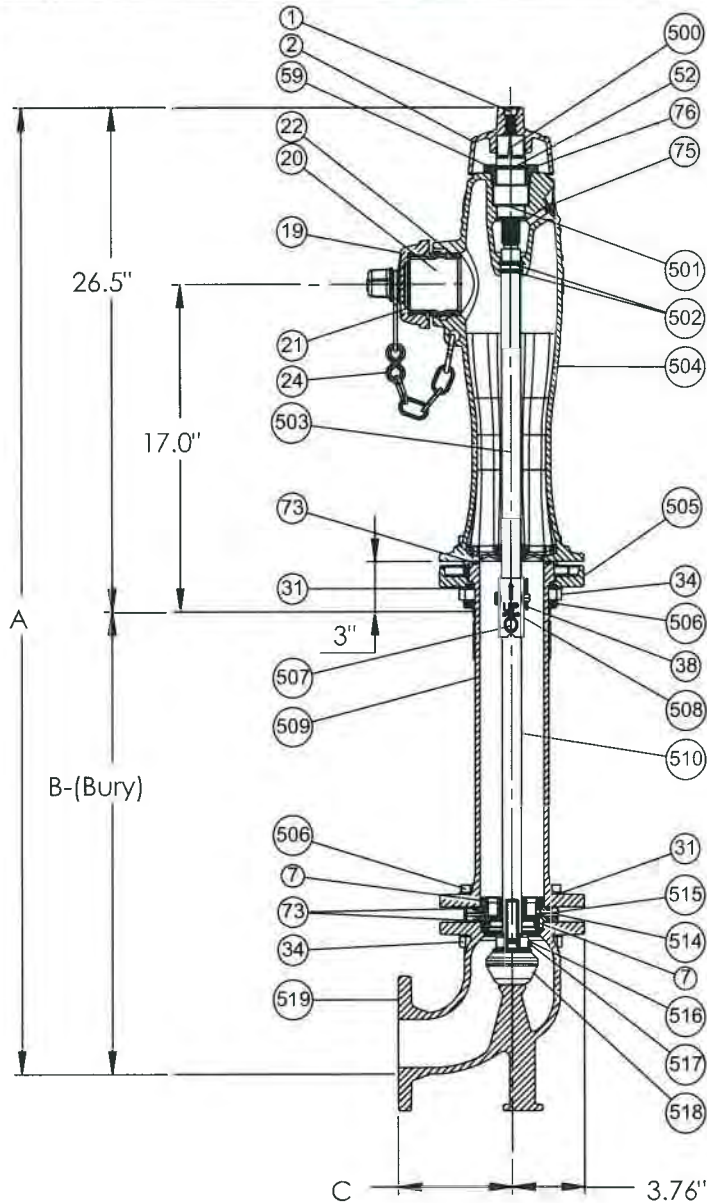
Complies with AWWA C502 (latest) - (where applicable) - Working Pressure - 250 PSI

Inlet Bases: NPT, HYMAX GRIP®, Flanged in accordance with ANSI B16.1 Class 125,

Mechanical Joint in accordance with ANSI/AWWA C111/A21.11

Component List:

1. Weathershield Bolt
2. Weathershield
7. Valve Seat O-ring
19. Hose Nozzle Cap
20. Hose Nozzle
21. Hose Nozzle Cap Gasket
22. Hose Nozzle O-ring
23. Set Screw - (Nozzle)
24. Chain Assembly
31. Nozzle Section Washer
34. Nozzle Section Nut
38. Spring Pin
52. Thrust Nut O-ring
59. Set Screw - (Thrust Nut)
73. Flange O-ring
75. Zerk Fitting
76. Thrust Nut
500. Operating Nut
501. Anti Friction Washer
502. Stem Seal O-ring
503. Upper Stem Rod
504. Nozzle Section
505. Two Piece Breakable Flange
506. Nozzle Section Bolt
507. Coupler Pin
508. Breakable Coupling
509. Lower Barrel
510. Lower Stem Rod
514. Main Valve Flange
515. Seat Ring
516. Main Valve Retainer Pin
517. Cotter Pin
518. Main Valve
519. Base



Notes:

1. F23 - Set Screw for Hose Nozzle, not shown.

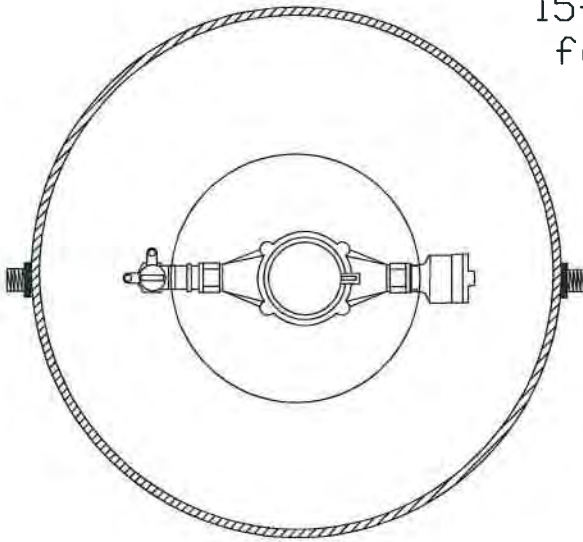
Ref No.	A*	B*	C			
			Flanged	MJ	NPT	HYMAX GRIP®
67-XX - 2"	38.50" - 86.50"	12.00" - 60.00"	N/A	6.00"	4.50"	8.26"
67-XX - 2.5"	38.50" - 86.50"	12.00" - 60.00"	6.00"	N/A	5.12"	N/A
67-XX - 3"	38.50" - 86.50"	12.00" - 60.00"	6.00"	7.00"	5.12"	N/A
67-XX - 4"	38.50" - 86.50"	12.00" - 60.00"	N/A	7.00"	N/A	N/A

* Dimension "A" - 92.50" - 140.50" if using extension barrels, bury depth in 6" increments.

* Dimension "B" - 66.00" - 114.00" if using extension barrels, bury depth in 6" increments.

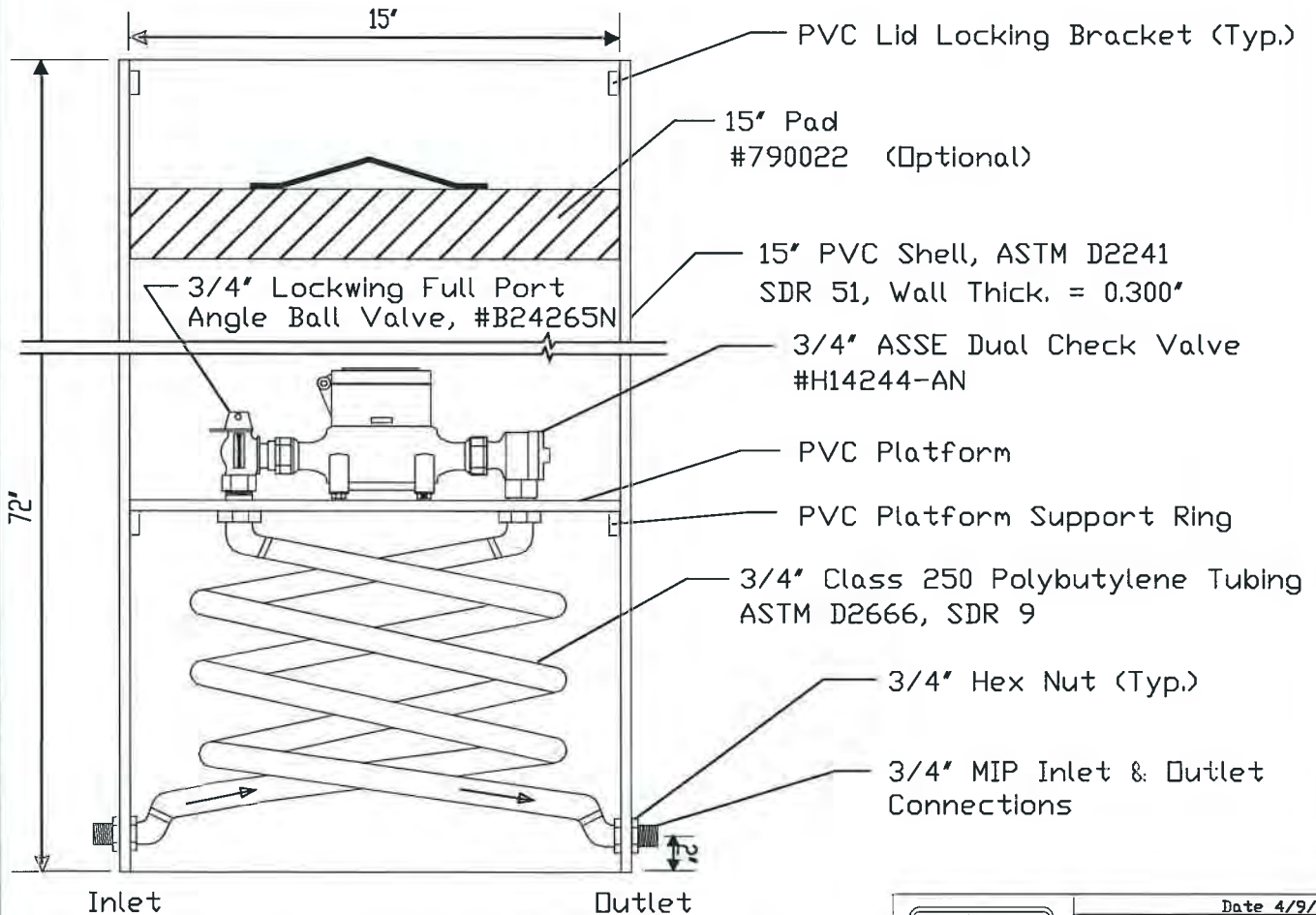
MUELLER CO.

15-Inch Single Coil Meter Pit
for 5/8 x 3/4-Inch Meter
#203CS1572FSBSN
(Meter Not Included)



15" Lid

#780112 (Optional)



Date 4/9/99

#203CS1572FSBSN

Well Pump



4" TRI-SEAL PUMPS - 20 GPM

PERFORMANCE

HP	PSI	Depth to Pumping Water Level (Lift) in Feet. Shaded Areas Indicate Most Efficient Performance																			Shut-Off (ft)				
		20	40	60	80	100	120	140	160	180	200	240	260	300	360	400	440	480	500	600		700	800	900	1000
1/2	0				24	22	21	18	14																
	20		23	21	19	17	12																		
	30	23	21	19	17	11																			
	40	21	19	17	10																				
	50	19	16	10																					
	60	14																							
Shut-off PSI		74	65	56	48	39	30	22	15																
3/4	0				27	26	24	26	25	23	20	18	11												
	20			27	26	24	22	20	18	15	8														
	30		27	26	24	22	19	17	14	7															
	40	27	25	23	21	19	17	13																	
	50	25	23	21	19	16	12																		
	60	23	21	18	16	11																			
Shut-off PSI		100	91	83	74	66	57	48	40	31	22														
1	0					27	25	24	26	24	22	20	17	6											
	20					27	25	24	23	21	18	16	10												
	30					26	25	24	22	21	20	16	13	8											
	40				26	25	23	22	21	19	18	13	8												
	50		27	26	25	25	22	21	19	17	15	7													
	60	27	26	24	23	22	20	19	17	15	11														
Shut-off PSI		156	147	138	130	121	112	104	95	86	78	60	52												
1 1/2	0									24	23	20	16	12											
	20									24	21	20	17	12											
	30									24	23	22	20	19	16										
	40							24	23	22	21	19	17	14											
	50						24	23	22	20	19	16	14	10											
	60	26	24	23	21	20	19	17	14	11	5														
Shut-off PSI		187	179	170	161	153	144	135	127	118	110	92	84	66	58	40	32								
2	0											24	22	20	16	12									
	20											24	21	20	17	12									
	30											24	23	22	20	19	16								
	40								24	23	22	21	19	17	14										
	50						24	23	22	20	19	16	14	10											
	60	27	26	24	23	21	20	19	17	14	11	5													
Shut-off PSI		251	242	234	225	216	208	199	190	182	173	156	147	130	124	87	69	55	45						

NOTES: Performance shown does not include friction loss in the drop pipe. All performance data is based on rated motor nameplate voltage.

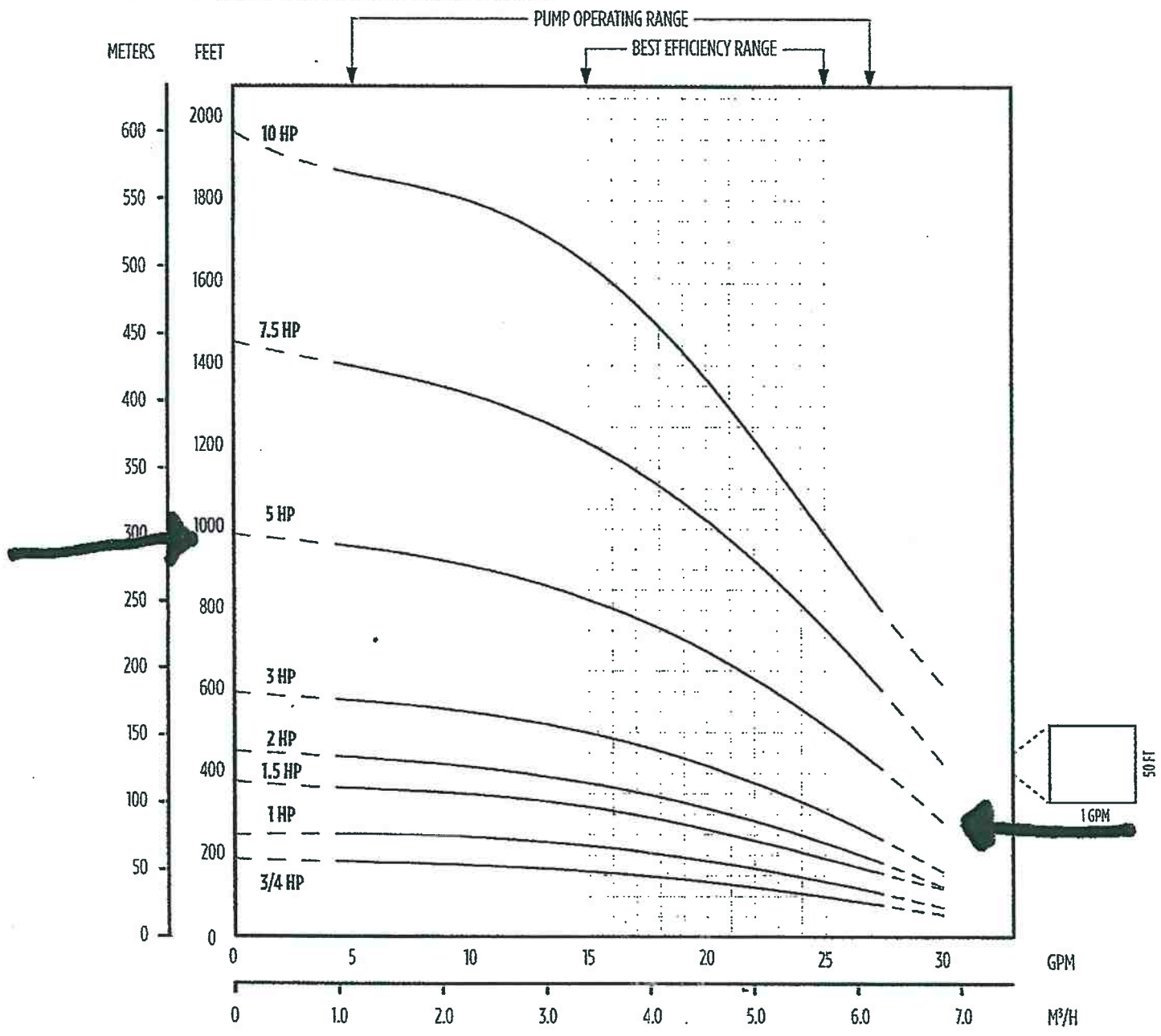
HP	PSI	440	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	Shut-Off (ft)
1/2	0				27	26	24	22	20	18	15	11	5					
	20				27	25	23	22	19	17	14	9						
	30				26	25	23	21	19	16	13	7						
	40				26	24	23	21	18	16	12	6						
	50			27	26	24	22	20	18	15	11							
	60	27	26	26	25	24	22	20	17	14	9							
Shut-off PSI		440	423	414	371	327	284	241	197	154	111	68	25					
3/4	0						27	25	24	23	22	21	20	18	16	13	9	
	20						27	25	24	23	21	20	19	17	15	12	7	
	30							26	25	23	22	21	20	18	16	14	10	
	40							26	25	23	22	21	20	18	16	14	10	
	50					27	26	24	23	22	21	20	18	16	13	8		
	60	27	26	24	23	22	21	20	17	14	9							
Shut-off PSI		662	644	636	592	549	506	462	419	376	333	289	246	203	159	116	73	

NOTES: Performance shown does not include friction loss in the drop pipe. All performance data is based on rated motor nameplate voltage.



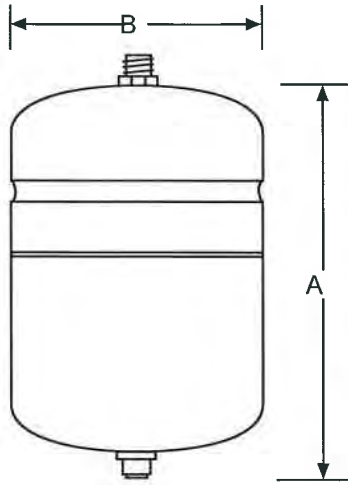
Well Pump

4" TRI-SEAL PUMPS - 20 GPM



WELL-X-TROL®

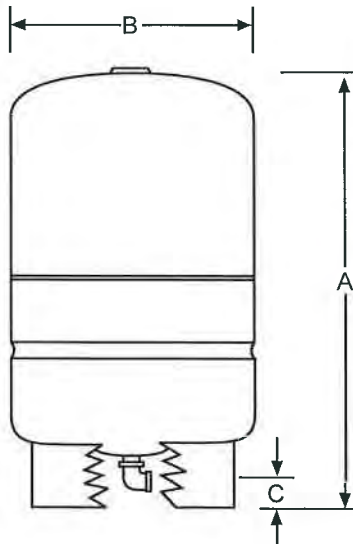
Pre-pressurized diaphragm-type well tanks
WX-100, 200 and 300 SERIES



In-Line Models

Model No.	Tank Vol.		Max. Accept. Factor	A Height		B Diameter		Sys. Conn. ¹	Factory Pre-charge	Working Pressure	Ship Wt.	
	Lit.	Gal		mm	ins.	mm	ins.				kg	lbs.
WX-101	8	2.0	0.45	321	12 ⁵ / ₈	203	8	³ / ₄	20	100	2.3	5
WX-102	17	4.4	0.55	381	15	279	11	³ / ₄	20	100	4.0	9
WX-103	33	8.6	0.37	629	24 ³ / ₄	279	11	³ / ₄	30	100	7.0	15
WX-104	39	10.3	1.00	451	17 ³ / ₄	390	15 ³ / ₈	1	30	100	9.0	20
WX-200	53	14.0	0.81	559	22	390	15 ³ / ₈	1	30	100	10.0	22

¹ System Connection: Steel. ² 100 PSIG is 689.5 kPa



Stand Models

Model No.	Tank Vol.		Max. Accept. Factor	A Height		B Diameter		C Conn.	Sys. Conn. ³	Factory Pre-charge	Working Pressure	Ship Wt.	
	Lit.	Gal		mm	ins.	mm	ins.					ins.	ins.
WX-104-S	39	10.3	1.00	489	19 ¹ / ₄	390	15 ³ / ₈	1 ¹³ / ₁₆	1	30	100	10.5	23
WX-201	53	14.0	0.81	606	23 ⁷ / ₈	390	15 ³ / ₈	1 ¹³ / ₁₆	1	30	100	11.4	25
WX-202	76	20.0	0.57	803	31 ¹ / ₈	390	15 ³ / ₈	1 ¹³ / ₁₆	1	30	100	15.0	33
WX-203	121	32.0	0.35	1181	46 ¹ / ₂	390	15 ³ / ₈	1 ¹³ / ₁₆	1	30	100	20.0	43
WX-205	129	34.0	1.00	752	29 ⁵ / ₈	559	22	2 ³ / ₁₆	1 ¹ / ₄	38	100	28.0	61
WX-250	167	44.0	0.77	914	36	559	22	2 ³ / ₁₆	1 ¹ / ₄	38	125	31.0	69
WX-251	235	62.0	0.55	1187	46 ³ / ₄	559	22	2 ³ / ₁₆	1 ¹ / ₄	38	125	41.0	92
WX-252	326	86.0	0.39	1581	62 ¹ / ₄	559	22	2 ³ / ₁₆	1 ¹ / ₄	38	100	52.0	114
WX-302	326	86.0	0.54	1200	47 ¹ / ₄	660	26	2 ³ / ₁₆	1 ¹ / ₄	38	125	56.0	123
WX-350	450	119.0	0.39	1572	61 ⁷ / ₈	660	26	2 ³ / ₁₆	1 ¹ / ₄	38	125	75.0	166

² 100 PSIG is 689.5 kPa, 125 PSIG is 862 kPa.

³ System Connection: Malleable Iron (NPTF).

Max. Operating Conditions

Operating Temperature	200° F (93° C)
-----------------------	----------------

Specifications

Description	Standard Construction
Shell	Steel
Diaphragm	Heavy Duty Butyl
Liner	Polypropylene
Coating	Blue Enamel ⁴

⁴ Unless TUF-KOTE is specified.

All dimensions are approximate.



Job Name _____

Location _____

Engineer _____

Contractor _____

Contractor P.O. No. _____

Sales Representative _____

Model No. Ordered _____

Pump Cut-In _____ PSI Pump Cut-Out _____ PSI

Pump GPM _____

(888) 686-8265

LOWEST PRICES

BEST SHIPPING RATES



Products

HOME / 35 GALLON SODIUM HYPOCHLORITE (UV) VERTICAL STORAGE TANK

35 GALLON SODIUM HYPOCHLORITE (UV) VERTICAL STORAGE TANK

also called chemical storage tank, industrial storage tank, agricultural storage tank, liquid fertilizer storage tank



Complies with FDA standards 21 CFR 177.1520 (1) 3.1 and 3.2

UV stablized resin to prolong the life of your tank

Specific gravity rating of 1.9 (15.85 lb / gal)

Features 6" Manway

Perfect for outdoor Sodium Hypochlorite NaClO (bleach) storage

~~\$306.45~~ **\$239.99**

22% Off MSRP Guaranteed for 2 days only

Click to expand

Images may be inaccurate. See specs table below to ensure accuracy.

Qty: 1

ADD TO CART

SHIPPING QUOTE

Quick Summary

PART#	MPN: 1000110N52 / Store ID: X8452749
DIMENSIONS	22" Diameter x 36" Height
LIQUID ACCESS	1 Manway / Lid
WEIGHT / SHIP CLASS	18 lbs. / Ship Class 300
SHIPS FROM	AR
DRAWING	Snyder 1000110N45 Drawing

Description

Specifications

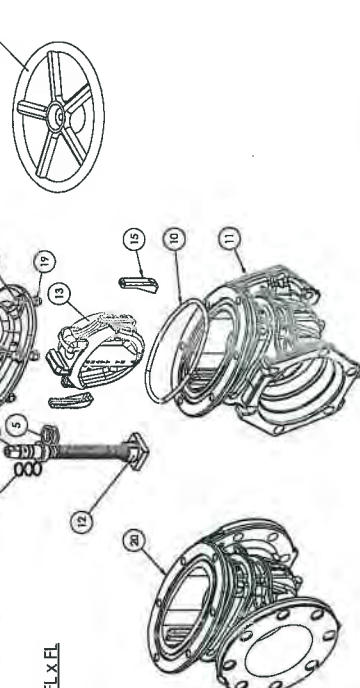
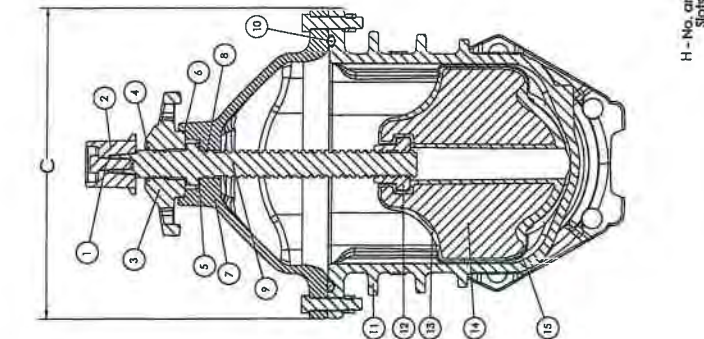
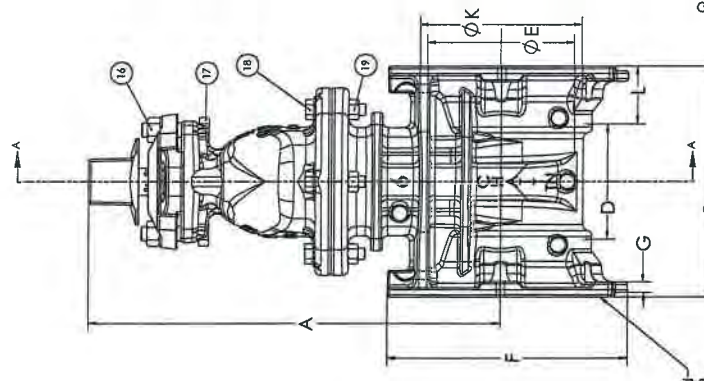
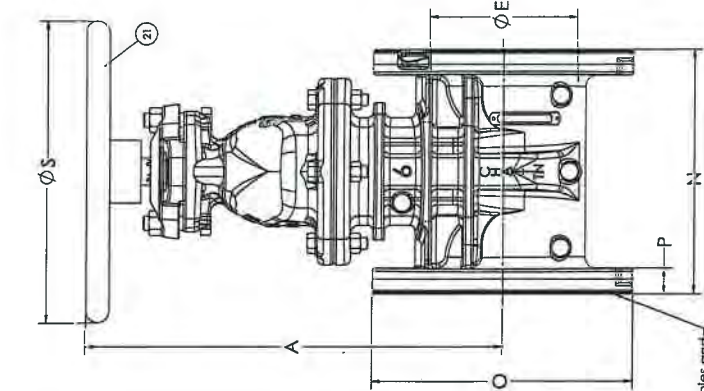
Snyder 35 Gallon Vertical Storage Tank, part# 1000110N52 is a natural white stationary liquid storage tank. Vertical storage tanks are used in a variety of industries including industrial, agricultural, and commercial chemical storage applications. This tank is designed specifically for outdoor storage of Sodium Hypochlorite. Please contact our sales team to verify chemical compatibility before placing your order.

This plastic vertical storage tank is constructed with rotationally molded polyethylene resin. It's seamless construction makes it durable and resistant to cracks, chips, and ruptures. The poly tank was made with FDA approved resin that complies with FDA standards 21 CFR 177.1520

ITEM NO.	DESCRIPTION	QTY.	MATERIAL	ASTM	NOTES
1	Cap Screw	1	Ductile Iron	F994	Group 2 - CW
2	Wrench Nut	1	Ductile Iron	A536	
3	Bushing Box	1	Ductile Iron	A536	
4	Wiper Ring (left seal)	1	Thermoplastic Polyurethane	DAI37/DA39 D2240/D2722	HK-SD
5	Anti-leak Washer	2	Acetal		
6	Bushing Box O-Ring	1	Nitrile Rubber		R24
7	Bonnet	1	Ductile Iron	A536	
8	Stem O-Ring	3	Nitrile Rubber		R24
9	Stem	1	Bronze	†	See Note
10	Bonnet O-Ring	1	Nitrile Rubber		R24
11	Body/MI Ends	1	Ductile Iron	A536	
12	Stem Nut	1	Bronze	B564	CS9833 / NSF 372
13	Encapsulated Disc	1	†	D2000	See Note
14	Disc Covering	1	Ductile Iron	A536	
15	Guide Cap	2	Acetal		
16	Shafting Bolt Bolt	2	316 Stainless Steel	F994	Group 2 - CW
17	Bonnet Bolt	2	316 Stainless Steel	F993	Group 2 - SH
18	Bonnet Nuts	2	316 Stainless Steel	F993	Group 2 - SH
19	Body/FL Ends	1	Ductile Iron	A536	
20	Hand-wheel	1	Ductile Iron	A536	
21	Flange	1	Ductile Iron	A536	

† Rubber Encapsulated Ductile Iron Disc
 1. Mergonite - ASTM A536
 1.5SR - ASTM D2000
 2. EFDN - ASTM D2000

‡ Bronze Stem Options:
 1. Mergonite - ASTM B1138
 2. Everdur - ASTM B98
 3. Alloy C64100



ECO# 2205739		APPROVED		BY: MATTHEW MUEBER #A40237, JRM, 02/25/2015																	
Valve Size	A	B	C	D	E	F	G	H	ØJ (Bolt Circle Ø)	ØK	L	M	Turns to Open	Weight MJ x MJ	N	O	P	Q	ØR (Bolt Circle Ø)	ØS	Weight FL x FL
4	14.19	9.5	10.72	4.50	4.30	6.40	0.50	4-0.88	7.50	4.90	2.50	4	14	75	9.00	9.00	1.03	6-0.75	7.50	11	85
6	18.00	10	13.25	5.00	6.30	10.41	0.45	6-0.88	9.50	7.00	2.50	6	20.5	124	10.50	11.25	1.13	6-0.88	9.50	13	145
8	21.50	10.5	16.34	5.50	8.30	12.68	0.50	6-0.88	11.75	9.15	2.50	6	26.5	181	11.50	13.50	1.15	6-0.88	11.75	14	208
10	25.50	11.5	20	6.50	10.50	15.94	0.42	6-0.88	14.00	11.20	2.50	8	33	270	13.00	16.00	1.27	12-1.00	14.25	16	310
12	28.42	12	21	7.00	12.30	18.024	0.42	6-0.88	16.25	13.30	2.50	8	38.5	345	14.00	19.00	1.33	12-1.00	17.00	14	370

UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES AND DECIMALS ARE TO TWO DECIMALS. THREE DECIMALS = .003 INCHES.

AVAILER CONFIDENTIAL
 TITLE TO AND OWNERSHIP OF THIS DRAWING IS RESERVED BY AVAILER CO. ANY REUSE OR REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF AVAILER CO. IS PROHIBITED.

FINISH - SEE TABLE

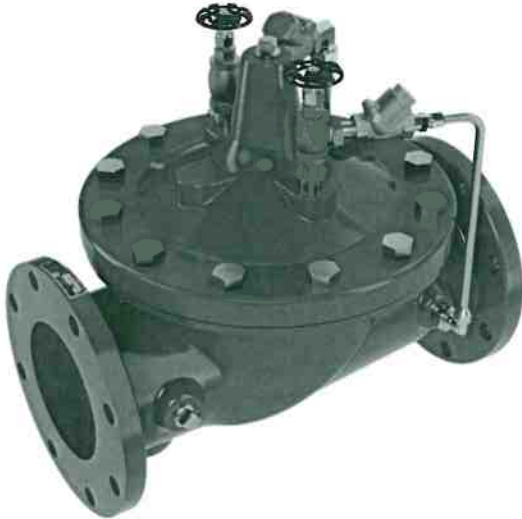
SCALE: WEIGHT (lbs) per Table SHEET 1 OF 1

DATE: 8/17/16
 DRAWN: JMH
 CHECKED: AD
 ENGR: JRM
 MS
 MFG PART: 7334
 REV: A



MODEL **81-02**

Check Valve for Booster and Deep Well Pump Applications



- Simple Proven Design
- No-Slam Operation
- Drip-Tight Shut-Off
- Dual Speed Control
- No Packing Glands or Stuffing Boxes
- Available in a Variety of Materials

The Cla-Val Model 81-02 Check Valve is a hydraulically operated No-Slam Check Valve with dual speed controls. This valve opens when the pressure at the inlet exceeds the discharge pressure. A gradual rate of opening prevents sudden opening surges. When a pressure reversal occurs, the higher downstream pressure is applied to the cover chamber through the control tube lines, and the valve closes drip tight.

This valve is ideally suited for use where a positive shutoff is required. The rubber disc assures tight sealing even if the fluid contains grit or other small-size particles. The simple packless design insures reliable operation and freedom from leaks.

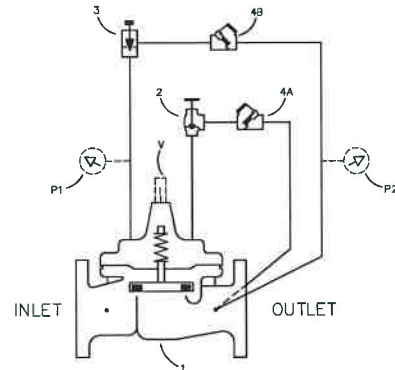
Note: The effectiveness of this valve is related to pipeline velocity. We recommend a maximum flow based on pipeline velocity of 6 feet per second. If pipeline velocities exceed 6 feet per second, consideration should be given to adding a Cla-Val Model 50-01 Pressure Relief Valve or a Cla-Val Model 52 Series Surge Control Valve to the system.

Schematic Diagram

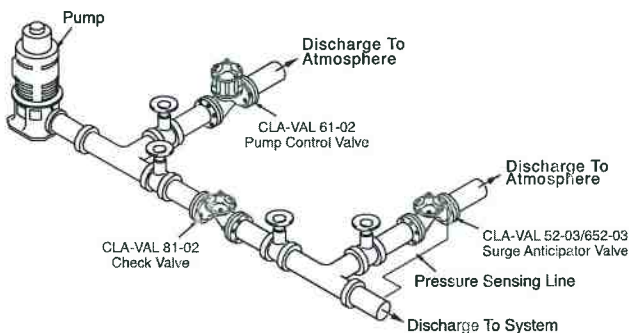
Item	Description
1	100-01 Hytrol Reverse Flow Main Valve
2	CGA Angle Valve (Closing)
3	CNA Needle Valve (Opening)
4	CSC Swing Check Valve

Optional Features

Item	Description
P	X141 Pressure Gauge
V	X101 Valve Position Indicator

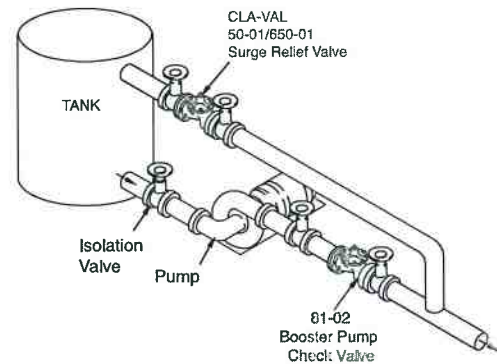


Typical Applications



Deep Well Pump

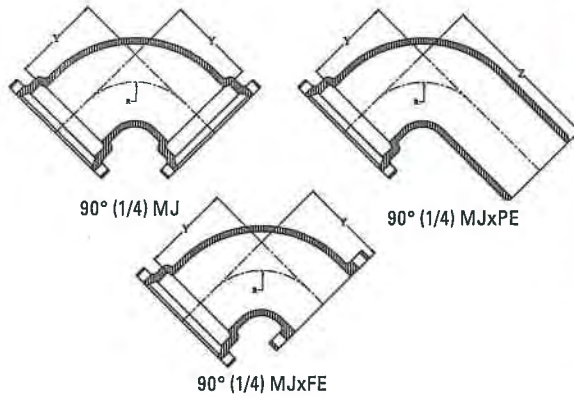
This valve should be an integral part of any well designed pumping system. It is used to prevent damaging and sometimes expensive flow reversal.



Booster Pump

Install on the discharge of booster pumps to prevent return flow into tank when pump is off. Relief valve as shown is good practice to minimize surges when pump stops.

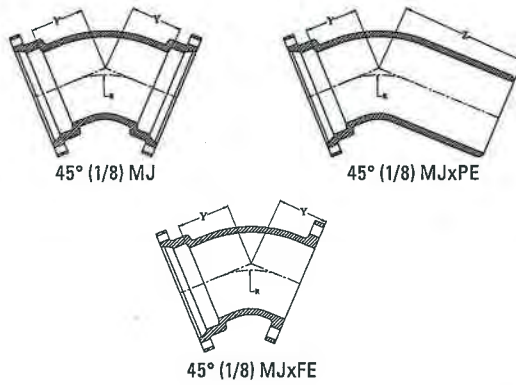
C110 DUCTILE IRON FULL BODY FITTINGS



90° (1/4) MJ

90° (1/4) MJxPE

90° (1/4) MJxFE

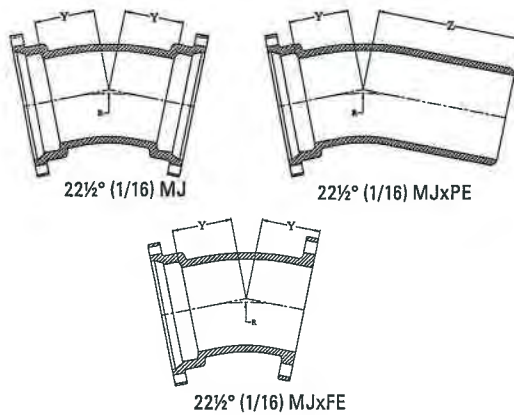


45° (1/8) MJ

45° (1/8) MJxPE

45° (1/8) MJxFE

*Not included in ASSA C110.



22½° (1/16) MJ

22½° (1/16) MJxPE

22½° (1/16) MJxFE

90° (1/4) BENDS								
Size	Domestic						Import	
	R	Y	Z	Weight			Weight	
				MIN	MAXPE	MAXFE	MIN	MAXPE
*2	2.30	3.30	—	16	—	—	—	—
3	4.00	5.50	13.50	26	36	—	35	35
4	4.50	6.50	14.50	56	63	47	55	50
6	6.00	8.00	16.00	88	80	75	88	97
8	7.00	9.00	17.00	123	119	118	136	153
10	9.00	11.00	19.00	182	181	170	190	190
12	10.00	12.00	20.00	280	252	246	255	255
14	11.50	14.00	22.00	380	—	—	400	—
16	12.50	15.00	23.00	552	—	465	480	410
18	14.00	16.50	24.50	625	600	591	641	577
20	15.50	18.00	26.00	862	775	—	725	650
24	18.50	22.00	30.00	1423	1301	1150	1020	985
30	21.50	25.00	33.00	1942	1920	—	1843	1585
36	24.50	28.00	36.00	2629	2310	—	2513	2310
42	27.50	31.00	—	3410	—	—	3410	—
48	30.50	34.00	—	4595	—	—	4595	—

45° (1/8) BENDS								
Size	Domestic						Import	
	R	Y	Z	Weight			Weight	
				MIN	MAXPE	MAXFE	MIN	MAXPE
*2	1.96	1.80	—	12	—	—	—	—
3	3.62	3.00	11.00	30	—	—	30	30
4	4.81	4.00	12.00	53	48	45	49	48
6	7.25	5.00	13.00	77	60	69	77	81
8	8.44	5.50	13.50	110	107	111	117	123
10	10.88	6.50	14.50	156	148	167	155	168
12	13.25	7.50	15.50	214	215	196	223	215
14	12.06	7.50	15.50	300	—	—	270	—
16	13.25	8.00	16.00	391	—	349	335	320
18	14.50	8.50	16.50	527	416	455	467	395
20	16.88	9.50	17.50	631	543	537	527	500
24	18.12	11.00	19.00	880	1099	825	754	715
30	27.75	15.00	23.00	1898	—	1510	1451	1275
36	35.00	18.00	26.00	2372	—	1930	2176	1930
42	42.25	21.00	—	3020	—	—	2955	—
48	49.50	24.00	—	4170	—	—	4080	—

22 1/2° (1/16) BENDS								
Size	Domestic						Import	
	R	Y	Z	Weight			Weight	
				MIN	MAXPE	MAXFE	MIN	MAXPE
3	7.56	3.00	11.00	30	—	—	30	—
4	10.06	4.00	12.00	52	—	—	51	45
6	15.06	5.00	13.00	77	71	70	75	70
8	17.62	5.50	13.50	110	107	163	108	108
10	22.62	6.50	14.50	156	155	163	159	160
12	27.62	7.50	15.50	214	215	212	199	220
14	25.12	7.50	15.50	300	—	—	275	—
16	27.62	8.00	16.00	391	344	334	318	325
18	30.19	8.50	16.50	527	422	423	430	405
20	35.19	9.50	17.50	631	—	575	545	505
24	37.69	11.00	19.00	880	800	930	758	725
30	57.81	15.00	23.00	1898	—	1540	1400	1400
36	72.88	18.00	26.00	2372	—	1970	2121	1970
42	88.00	21.00	—	3020	—	—	3020	—
48	103.06	24.00	—	4170	—	—	4170	—

Tyler Union does not recommend the use of wedge action restraints on plain end fittings



Turtle Caps

Image
coming
soon

8VR Cast iron Vermin Watertight Cap

Part Number	Description	Pcs/Ctn	Master Ctn	Weight	O.D. Case Size	Conduit Tap Size
8VR	8"V/RES CAP 8.6OD 1.25"CONDUIT	1	1	20.5 lbs	8 5/8"	1 1/4"

*VR Vermin resistant cast iron cap, includes rubber gasket, large vented screen, and 1-1/4" conduit tapping



ABS Vermin Watertight Turtle Cap

- CISTERN CAP

turtle cap replacement parts

Part Number	Description	Pcs/Ctn	Master Ctn	Weight	O.D. Case Size	Conduit Tap Size	ABS Lid & CL Base Ring
4.5PM1	4.5"TURTLE ABS/IRON 5OD 1"COND	1	1	4lbs	5"	1"	x
4.5PM61	4.5" TURTLE CAP ABS/IRON	1	1	24 lbs	5"	1"	x
4PM1	4"TURTLE ABS/IRON 4.5OD 1"COND	1	1	3.8lbs	4 1/2"	1"	X
4PM61	4"TURTLE ABS/IRON 4.5OD 1 COND	1	1	23lbs	4 1/2"	1"	X
4PT1	4"TURTLE ABS/PVC 4.5OD 1"COND	1	1	1.3 lbs	4 1/2"	1"	
4PT61	4"TURTLE ABS/PVC 4.5OD 1 COND	1	1	8 lbs	4 1/2"	1"	
5.5PM1	5.5"TURTLE ABS/IRON 6OD 1"COND	1	1	5 lbs	6"	1"	x
5.5PM61	5.5" TURTLE CAP ABS/IRON	1	1	30 lbs	6"	1"	x
5PM1	5"TURTLE ABS/IRON 5.6OD 1"COND	1	1	4.2 lbs	5 9/16"	1"	x

JCM 610 Sur-Grip Fitting Restrainer

4" - 12" for use with C-900 PVC, Ductile Iron Pipe, DIP HDPE

4" - 8" for use on IPS PVC, IPS HDPE

Anchors IPS PVC, C-900 PVC Pipe and Ductile Iron Pipe to mechanical joint and other type fittings provided with anchor lugs.



PIPE SIZE		CATALOG NUMBER	SERRATED COMPRESSION RING BODY	T-HEAD BOLTS		APPR. WT.EA. (LBS.)
NOM.	O. D.			WIDTH	SIZE	
4	4.50	610-0450	2-1/2"	3/4 X 9-1/2	2	12
4	4.80	610-0480	2-1/2"	3/4 X 9-1/2	2	12
6	6.63	610-0663	2-1/2"	3/4 X 9-1/2	2	15
6	6.90	610-0690	2-1/2"	3/4 X 9-1/2	2	15
8	8.63	610-0863	2-3/4"	3/4 X 9-1/2	2	22
8	9.05	610-0905	2-3/4"	3/4 X 9-1/2	2	22
10	11.10	610-1110	2-3/4"	3/4 X 9-1/2	4	31
12	13.20	610-1320	2-3/4"	3/4 X 9-1/2	4	41



JCM 620 Sur-Grip Bell Joint/Fuse Joint Restrainer

4" - 12" for use with C-900 PVC, Ductile Iron Pipe, DIP HDPE

4" - 8" for use on IPS PVC, IPS HDPE

Anchors IPS PVC, C-900 PVC Pipe and Ductile Iron Pipe over the bell, flexible couplings and other low profile joints.



PIPE SIZE		CATALOG NUMBER	SERRATED COMPRESSION RING BODY	COMPRESSION FOLLOWER RING		BOLTS		APPR. WT. EA. (LBS.)
NOM.	O. D.			WIDTH	WIDTH	QTY.	SIZE	
4	4.50	620-0450	2-1/2"	1-3/8"	2	3/4 X 12	2	16
4	4.80	620-0480	2-1/2"	1-3/8"	2	3/4 X 12	2	16
6	6.63	620-0663	2-1/2"	1-1/2"	2	3/4 X 12	2	21
6	6.90	620-0690	2-1/2"	1-1/2"	2	3/4 X 12	2	21
8	8.63	620-0863	2-3/4"	1-3/4"	2	3/4 X 14	2	32
8	9.05	620-0905	2-3/4"	1-3/4"	2	3/4 X 14	2	32
10	11.10	620-1110	2-3/4"	1-3/4"	2	3/4 X 18-1/2	4	49
12	13.20	620-1320	2-3/4"	1-3/4"	2	3/4 X 18-1/2	4	63

JCM 610 and 620 Sur-Grip Restrainers are rated for 235 PSI on DR-18 PVC Pipe, and are equal to the pipe rating on other classes. JCM 610 and 620 Sur-Grip Restrainers are rated for 350 PSI on Ductile Iron Pipe offering a 2:1 safety factor.

Model 81-02 (Uses 100-01 Hytrol Reverse Flow Main Valve)

Pressure Ratings (Recommended Maximum Pressure - psi)

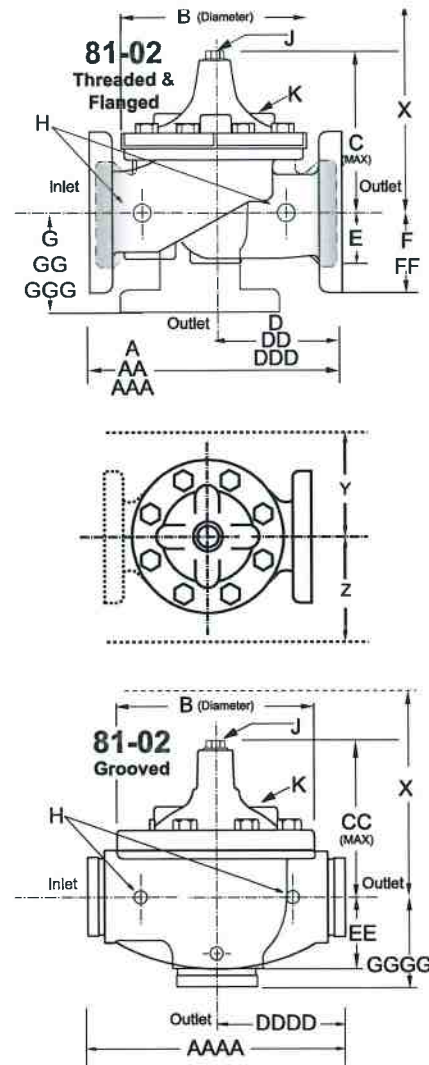
Valve Body & Cover		Pressure Class				
		Flanged		Grooved	Threaded	
Grade	Material	ANSI Standards*	150 Class	300 Class	300 Class	End† Details
ASTM A536	Ductile Iron	B16.42	250	400	400	400
ASTM A216-WCB	Cast Steel	B16.5	285	400	400	400
UNS 87850	Bronze	B16.24	225	400	400	400

Note: * ANSI standards are for flange dimensions only.
 Flanged valves are available faced but not drilled.
 † End Details machined to ANSI B2.1 specifications.
Valves for higher pressure are available; consult factory for details

Materials

Component	Standard Material Combinations		
Body & Cover	Ductile Iron	Cast Steel	Bronze
Available Sizes (inches)	2" - 24"	2" - 16"	2" - 16"
Available Sizes (mm)	50 - 600 mm	50 - 400 mm	50 - 400 mm
Disc Retainer & Diaphragm Washer	Cast Iron	Cast Steel	Bronze
Trim: Disc Guide, Seat & Cover Bearing	Bronze is Standard Stainless Steel is Optional		
Disc	Buna-N® Rubber		
Diaphragm	Nylon Reinforced Buna-N® Rubber		
Stem, Nut & Spring	Stainless Steel		

For material options not listed, consult factory.
 Cla-Val manufactures valves in more than 50 different alloys.



Model 81-02 Dimensions (inches)

Valve Size (Inches)	2	2½	3	4	6	8	10	12	14	16	18	20	24
A Threaded	9.38	11.00	12.50	—	—	—	—	—	—	—	—	—	—
AA 150 ANSI	9.38	11.00	12.00	15.00	20.00	25.38	29.75	34.00	39.00	41.38	46.00	52.00	61.50
AAA 300 ANSI	10.00	11.62	13.25	15.62	21.00	26.38	31.12	35.50	40.50	43.50	47.64	53.62	63.24
AAAA Grooved End	9.00	11.00	12.50	15.00	20.00	25.38	—	—	—	—	—	—	—
B Diameter	6.62	8.00	9.12	11.50	15.75	20.00	23.62	28.00	32.75	35.50	41.50	45.00	53.16
C Maximum	6.50	7.56	8.19	10.62	13.38	16.00	17.12	20.88	24.19	25.00	39.06	41.90	43.93
CC Maximum Grooved End	5.75	6.88	7.25	9.31	12.12	14.62	—	—	—	—	—	—	—
D Threaded	4.75	5.50	6.25	—	—	—	—	—	—	—	—	—	—
DD 150 ANSI	4.75	5.50	6.00	7.50	10.00	12.69	14.88	17.00	19.50	20.81	—	—	30.75
DDD 300 ANSI	5.00	5.88	6.38	7.88	10.50	13.25	15.56	17.75	20.25	21.62	—	—	31.62
DDDD Grooved End	4.75	—	6.00	7.50	—	—	—	—	—	—	—	—	—
E	1.50	1.69	2.06	3.19	4.31	5.31	9.25	10.75	12.62	15.50	12.95	15.00	17.75
EE Grooved End	2.50	2.88	3.12	4.25	6.00	7.56	—	—	—	—	—	—	—
F 150 ANSI	3.00	3.50	3.75	4.50	5.50	6.75	8.00	9.50	10.50	11.75	15.00	16.50	19.25
FF 300 ANSI	3.25	3.75	4.13	5.00	6.25	7.50	8.75	10.25	11.50	12.75	15.00	16.50	19.25
G Threaded	3.25	4.00	4.50	—	—	—	—	—	—	—	—	—	—
GG 150 ANSI	3.25	4.00	4.00	5.00	6.00	8.00	8.62	13.75	14.88	15.69	—	—	22.06
GGG 300 ANSI	3.50	4.31	4.38	5.31	6.50	8.50	9.31	14.50	15.62	16.50	—	—	22.90
GGGG Grooved End	3.25	—	4.25	5.00	—	—	—	—	—	—	—	—	—
H NPT Body Tapping	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
J NPT Cover Center Plug	0.50	0.50	0.50	0.75	0.75	1.00	1.00	1.25	1.50	2.00	1.00	1.00	1.00
K NPT Cover Tapping	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Stem Travel	0.60	0.70	0.80	1.10	1.70	2.30	2.80	3.40	4.00	4.50	5.10	5.63	6.75
Approx. Ship Weight (lbs)	35	50	70	140	265	500	780	1165	1600	2265	2932	3900	6200
Approx. X Pilot System	13	14	15	17	29	31	33	36	40	40	43	47	68
Approx. Y Pilot System	9	10	11	12	20	22	24	26	29	30	32	34	39
Approx. Z Pilot System	9	10	11	12	20	22	24	26	29	30	32	34	39



Many Products...One Source

Search... 



[About Us](#) [BoshartU](#) [Products](#) [News & Events](#) [Contact Us](#) [Login](#)

COMMITTED TO EXCELLENCE SINCE 1955

[Catalogue](#) > [Pitless Adapters, Well Caps, Well Seals](#) > [Pitless Adapters](#) > [Stainless Steel Pitless Adapters](#) > [P-125-SS](#)

Stainless Steel Pitless Adapters

- #304 Stainless Steel
- Large gasket for more efficient sealing on casing
- Chamfered slide for easy installation



Documents

- 3 Brochures [Documents](#)
- 1 Archived Pricing Changes [Document](#)
- 2 Catalogue Pages [Documents](#)

Pricing

-  [Product Grouping](#)
-  [Section 11, All Products](#)

P-125-SS

Product: P-125-SS
Description: 1-1/4" 304S.S. PITLESS ADAPTER
List Price-A: 140.53
Carton / Case: 8 /
Class: 34502
Size: 1-1/4"
Make: BII
Drop Pipe Size: 1-1/4"
Casing Size: 5" - 12"
Hole Saw Size: 2-1/8"
Shipping Weight: 4.90
Working Load-lbs: 6000
Materials: 304 Stainless Steel
Standard: No Lead Lead Free Third Party
Standard: Water Systems Council

[Back](#)



LISTED PAS-97 (2012)

© Copyright 2020 Boshart Industries Inc. All Rights Reserved

Boshart Industries sells only to wholesaler distributors. [Home](#) [Catalogue](#) [Rep Finder](#) [Career Opportunities](#) [Policies](#)

4" SERIES V PUMPS - 20 GPM

TANK PUMPS - CISTERN

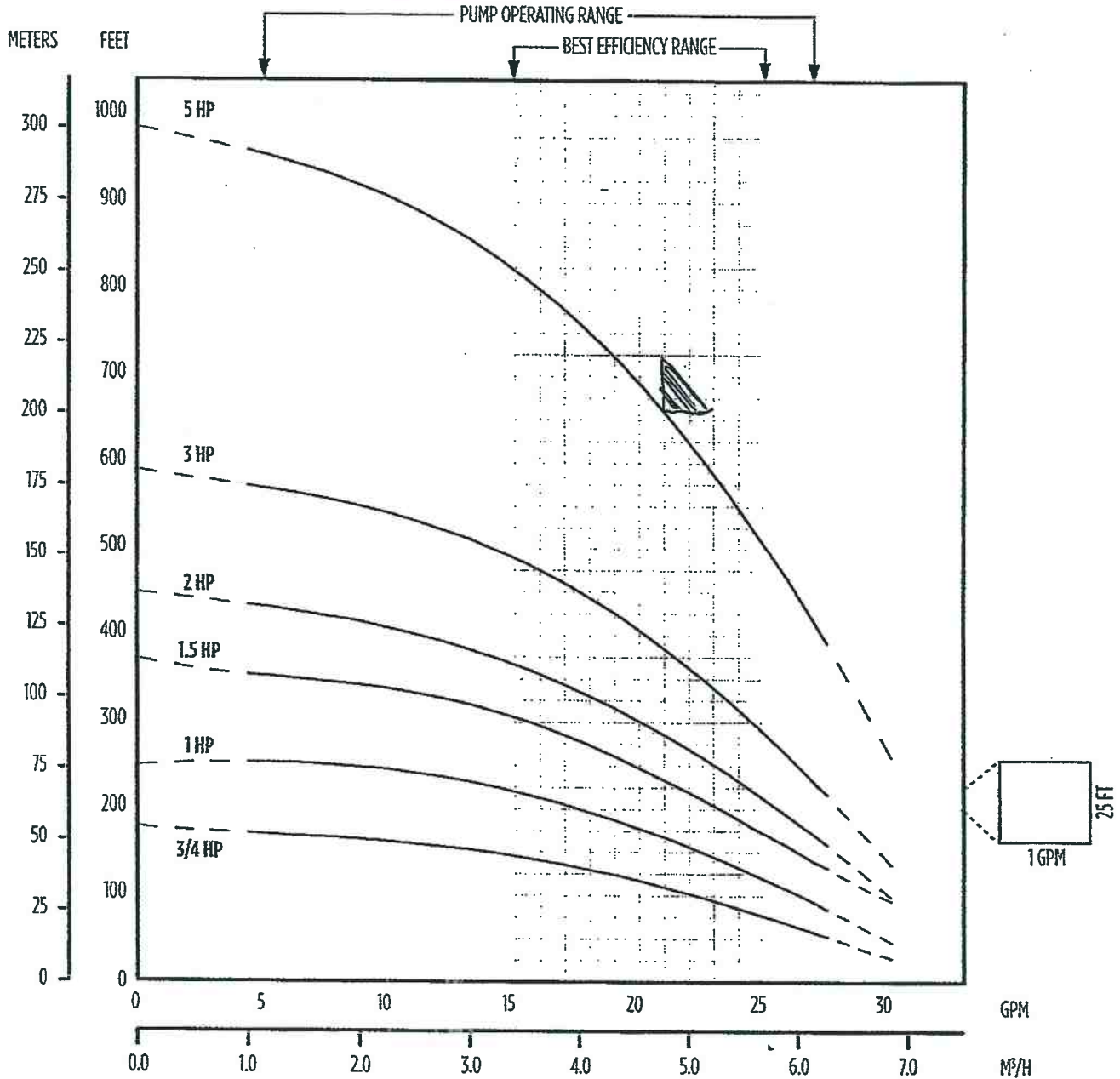
HP	PSI	Depth to Pumping Water Level (Lift) in Feet. Shaded Areas Indicate Most Efficient Performance																		Shut-Off (ft)				
		20	40	60	80	100	120	140	160	180	200	240	260	300	360	400	440	480	500		600	700	800	900
3/4	0				24	22	21	18	14															
	20		23	21	19	17	12																	
	30	23	21	19	17	11																		
	40	21	19	17	10																			
	50	19	16	10																				
	60	14																						
Shut-off PSI		74	65	56	48	39	30	22	13															
1	0				27	26	24	22	20	18	11													
	20			27	26	24	22	20	18	15	8													
	30		27	26	24	22	19	17	14	7														
	40	27	25	23	21	19	17	13																
	50	25	23	21	19	16	12																	
	60	23	21	18	16	11																		
70	20	18	15	10																				
80	18	15	9																					
Shut-off PSI		100	91	83	74	66	57	48	40	31	22	5												
1.5	0						27	25	24	23	21	18	16	10	6									
	20						27	25	24	23	21	18	16	10										
	30						26	25	24	22	21	20	16	13										
	40					26	25	23	22	21	19	18	13	8										
	50		27	26	25	23	22	21	19	17	15	7												
	60	27	26	24	23	22	20	19	17	15	11													
70	26	24	23	21	20	19	17	14	11	5														
80	24	23	21	20	18	16	14	10																
Shut-off PSI		156	147	138	130	121	112	104	95	86	78	60	52	34	8									
2	0										24	23	20	16	12									
	20										24	21	20	17	12									
	30									24	23	22	21	19	17	14								
	40								24	23	22	20	19	16	14	10								
	50						24	23	22	20	19	18	14	12										
	60					24	23	22	20	19	18	14	12											
80			24	23	21	20	19	18	16	14														
Shut-off PSI		187	179	170	161	153	144	135	127	118	110	92	84	66	40	23								
3	0												24	22	20	18	16	14						
	20												24	23	20	17	15	12	10					
	30												24	23	21	18	16	13	10					
	40												24	23	22	20	17	14	11					
	50										24	24	22	21	19	16	13							
	60								24	24	23	21	20	18	14	10								
80							24	23	22	20	18	17	15	10										
Shut-off PSI		251	242	234	225	216	208	199	190	182	173	156	147	130	104	87	69	52	43					
5	0																24	23	20	16				
	20																24	21	18	13				
	30																24	23	20	17	11			
	40																24	23	20	16	10			
	50																24	22	22	17	15			
	60																24	23	22	21	18	14		
80																24	23	22	21	20	16	10		
Shut-off PSI		416	408	399	390	382	373	364	356	347	339	321	313	295	269	252	235	217	209	165	122	79		

NOTES: Performance shown does not include friction loss in the drop pipe. All performance data is based on rated motor nameplate voltage.



4" SERIES V PUMPS - 20 GPM - TANK PUMPS - CISTERN

PERFORMANCE



Search:



TECHNICAL
GUIDELINES

PRODUCT APPLICATION
GUIDELINES

Products

Divisions

About Us

Careers

Aquifer Low Profile Cisterns

Septic / Cistern

Products > Septic / Cistern > Aquifer Low Profile Cisterns

Aquifer Low Profile Cisterns

Aquifer Low Profile Cistern Tanks strong, durable, quality construction is designed for bulk collection and storage of potable or non-potable water. Tanks can be used in below and above ground applications. Aquifers can be buried up to 28" deep and can be backfilled empty.

- *Sectional Ribbing designed to withstand up to 400 PSF load pressure
- *Manufactured from high-density polyethylene with U.V. inhibitors
- *Conform to the requirements of NSF/ANSI Standard 61
- *Manufactured from FDA compliant resins
- *Low Profile design with multiple fitting flats to accommodate a variety of plumbing configurations
- *Tanks can be stacked for shipping and storage
- *Manufactured for the containment of liquids with up to 1.7 specific gravity





Accept fittings up to 4", allowing multiple plumbing configurations

Click on links below to view additional Aquifer Low Profile Cistern Information:

[Aquifer Brochure](#)



[Aquifer Low Profile Cistern Tank Installation Guidelines](#)

[Limited Warranty and Disclaimer: Poly Tanks](#)

View technical drawings by clicking on the part number below:

† indicates can be shipped via UPS/Fed Ex

Part No.	Description	Weight	Dimensions
ACT1000-LPB	1000 Gallon Low Profile Cistern w/Burial Lid	559	98 x 111 x 36
ACT1000-LPG	1000 Gallon Low Profile Cistern w/Ground Access Assembly	595	98 x 111 x 36
ACT1500-LPB	1500 Gallon Low Profile Cistern w/Burial Lid	702	98 x 111 x 48
ACT1500-LPG	1500 Gallon Low Profile Cistern w/Ground Access Assembly	738	98 x 111 x 48
ACT2000-LPB	2000 Gallon Low Profile Cistern w/Burial Lid	917	98 x 158 x 45
ACT2000-LPG	2000 Gallon Low Profile Cistern w/Ground Access Assembly	953	98 x 158 x 45
ACT2500-LPB	2500 Gallon Low Profile Cistern w/Burial Lid	1031	98 x 158 x 54
ACT2500-LPG	2500 Gallon Low Profile Cistern w/Ground Access Assembly	1067	98 x 158 x 54
AST19553†	Aquifer Opening Restrictor	7	
ACT-16053†	Aquifer 24" Burial lid & Gasket	17	35 x 8
ACT-16052	28" Aquifer Ground Access Assembly	53	34 x 38
ACT-16054†	16" Aquifer Ground Access Assembly	43	34 x 24

Part No.	Description	Weight	Dimensions
Our Products			
Liquid Storage & Containment			
Accessory Parts			
Septic / Cistern			
OEM Custom			
Marine Products			
Sowjoy			
Snow Pushers			
Our Divisions			
Ace Roto Mold			
- Rotational Molding			
Injection Molding			
- Custom Injection Molding			
Blow Molding			
- Custom Blow Molding			
Sowjoy			
- Metal Fabrication			
About Us			
About Den Hartog			
Contact Us			
Technical Guidelines			
Product Application Guidelines			
Frequently Asked Questions			
Press Room			
Employment			
Find a Local Sales Rep			
Miscellaneous			
Sales Rep Login			
Website by Bass Advertising			
 			
www.P65Warnings.ca.gov			

© Copyright 2020. Den Hartog Industries, Inc.
 4010 Hospers Drive South, PO Box 425 Hospers, Iowa 51238 712-752-8432
sales@denhartogindustries.com | www.denhartogindustries.com

DEN HARTOG INDUSTRIES, INC.

ACT2500-LPG

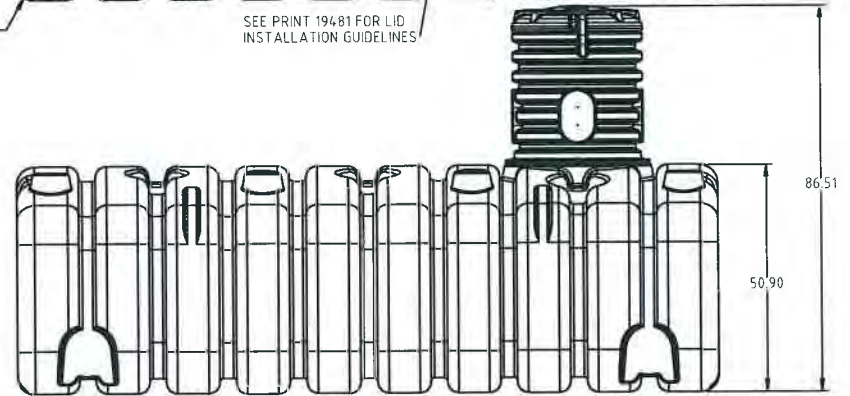
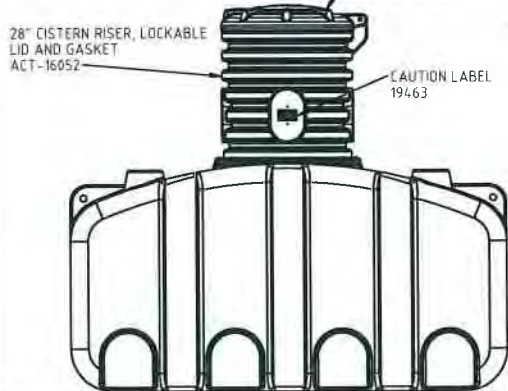
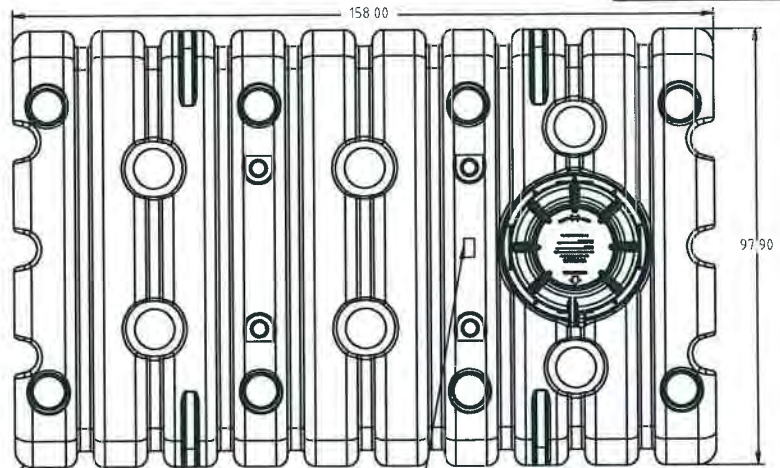
Copyright: All information furnished within this document, electronic file or design correspondence is the property of Den Hartog Industries, Inc. and shall not be used, disclosed to others or copied without the expressed written consent of Den Hartog Industries, Inc.


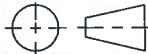
CAUTION LABEL 19463

CAUTION
DO NOT OVER TIGHTEN BOLTS
SNUG UP ALL BOLTS THEN EVENLY TORQUE EACH BOLT TO 10 FT. LB.
FAILURE TO HEED MAY RESULT IN BOLT FAILURE AND TANK LEAKAGE

CAUTION LABEL 19471

CAUTION
28" MAXIMUM BURIAL DEPTH TO HERE
FAILURE TO HEED MAY RESULT IN TANK FAILURE



REV			DESCRIPTION	BY / DATE	CCN	DRAWN / DATE ADH 4/8/10	MATERIAL	 Den Hartog INDUSTRIES, INC. Ace Roto-Mold Injection Molding Blow Molding Sowjoy 4010 HOSPERS DRIVE S. BOX 425, HOSPERS, IOWA 51238-0425
REV			DESCRIPTION	BY / DATE	CCN	APPRO. / DATE REH 4/14/10		
ALL DIMENSIONS ARE IN DECIMAL INCHES TOLERANCES UNLESS OTHERWISE SPECIFIED				THIRD ANGLE PROJECTION ANSI Z39.5		SHOT WEIGHT:	NOTES	DESCRIPTION 2500 GALLON LOW PROFILE CISTERN WITH GROUND ACCESS ASSEMBLY
POLYETHYLENE ±1% @ 68°F		METAL DECIMAL ± .125" FRACTION ± 1/4" ANGLE ± 1°				SHIPPING WEIGHT 1067.00 LBS		
						FINISH:		

Plans

PLANS AND SPECIFICATIONS (DCPWS Section 1.5)

Project Title: Sanctuary of Peace POA Water System

Plans Description and key sheets

See attached plans following

Pertinent Specifications for Design

See attached plans following

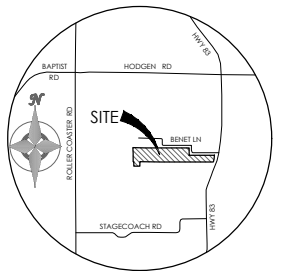
ATTACH PLANS AND INCLUDE SPECS.

WATER SYSTEM PLAN

for

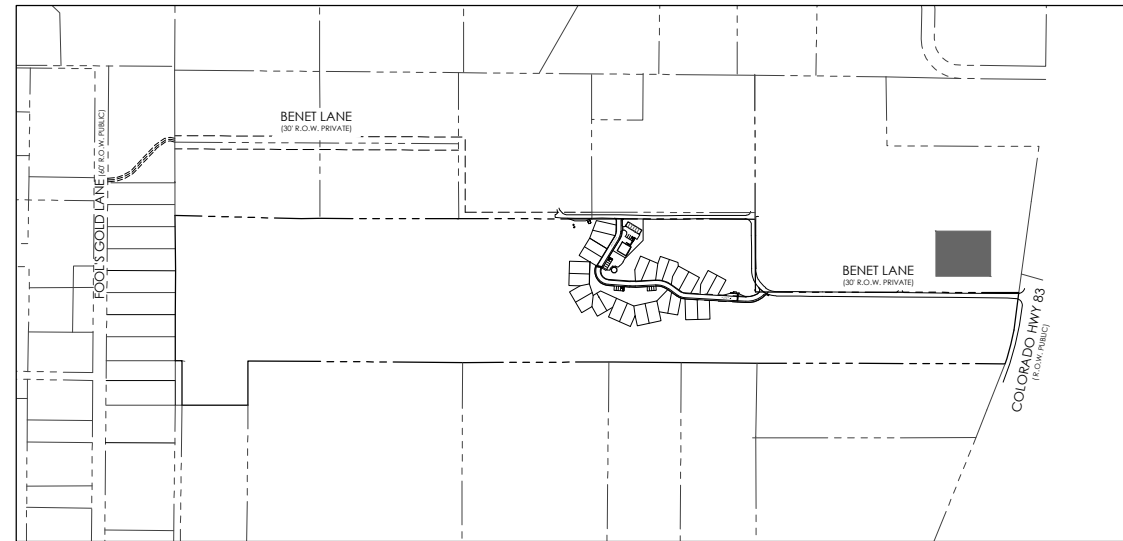
SANCTUARY OF PEACE RESIDENTIAL COMMUNITY

EL PASO COUNTY, COLORADO

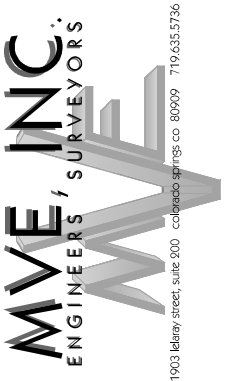
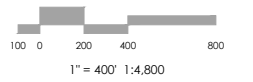


VICINITY MAP
NOT TO SCALE

BENCHMARK
FOUND PROPERTY CORNER SOUTHWEST OF BENET LANE
WHERE BENET LANES TURNS NORTH (APPROX. 1,200 FT FROM
HIGHWAY 83). ELEVATION = 7502.79'



SITE LOCATION MAP
1" = 400'



LEGEND

-----	PROPERTY LINE	-----	PROPERTY LINE
-----	EASEMENT LINE	-----	EASEMENT LINE
-----	LOT LINE	-----	LOT LINE
-----	BUILDING SETBACK LINE	-----	BUILDING SETBACK LINE
-----	ADJACENT PROPERTY LINE	-----	ADJACENT PROPERTY LINE
EXISTING			
---	INDEX CONTOUR	---	INDEX CONTOUR
---	INTERMEDIATE CONTOUR	---	INTERMEDIATE CONTOUR
[Pattern]	CONCRETE AREA	[Pattern]	CONCRETE AREA
[Pattern]	ASPHALT AREA	[Pattern]	ASPHALT AREA
[Pattern]	CURB AND GUTTER	[Pattern]	CURB AND GUTTER
[Pattern]	BUILDING/ BUILDING OVERHANG	[Pattern]	BUILDING/ BUILDING OVERHANG
---	BARBED WIRE FENCE	---	BARBED WIRE FENCE
W-W	12" W (PVC) WATER MAIN	W-W	12" W (PVC) WATER MAIN
W-W	WATER SERVICE LINE	W-W	WATER SERVICE LINE
W-W	WATER VALVE	W-W	WATER VALVE
W-W	FIRE HYDRANT	W-W	FIRE HYDRANT
SAN-SAN	10" SAN (PVC) SANITARY SEWER MAIN	SAN-SAN	10" SAN (PVC) SANITARY SEWER MAIN
SAN-SAN	SANITARY SEWER SERVICE LINE	SAN-SAN	SANITARY SEWER SERVICE LINE
SAN-SAN	SANITARY SEWER MANHOLE	SAN-SAN	SANITARY SEWER MANHOLE
SAN-SAN	SANITARY SEWER CLEANOUT	SAN-SAN	SANITARY SEWER CLEANOUT
---	2" GAS (PLASTIC) GAS MAIN	---	2" GAS (PLASTIC) GAS MAIN
---	OVERHEAD ELECTRIC LINE	---	OVERHEAD ELECTRIC LINE
---	UNDERGROUND ELECTRIC LINE/ MANHOLE	---	UNDERGROUND ELECTRIC LINE/ MANHOLE
---	UTILITY POLE/GUY WIRE	---	UTILITY POLE/GUY WIRE
[Symbol]	ELECTRIC TRANSFORMER/VAULT	[Symbol]	ELECTRIC TRANSFORMER/VAULT
[Symbol]	TELEPHONE PEDESTAL	[Symbol]	TELEPHONE PEDESTAL
[Symbol]	LIGHT POLE	[Symbol]	LIGHT POLE
PROPOSED			
---	INDEX CONTOUR	---	INDEX CONTOUR
---	INTERMEDIATE CONTOUR	---	INTERMEDIATE CONTOUR
[Pattern]	CONCRETE AREA	[Pattern]	CONCRETE AREA
[Pattern]	ASPHALT AREA	[Pattern]	ASPHALT AREA
[Pattern]	CURB AND GUTTER	[Pattern]	CURB AND GUTTER
[Pattern]	BUILDING/ BUILDING OVERHANG	[Pattern]	BUILDING/ BUILDING OVERHANG
---	TOP OF WALL/GRADE AT BOTTOM OF WALL	---	TOP OF WALL/GRADE AT BOTTOM OF WALL
---	TOP OF CURB/FLOWLINE	---	TOP OF CURB/FLOWLINE
---	SPOT ELEVATION FL = FLOWLINE TSW = TOP OF SIDEWALK	---	SPOT ELEVATION FL = FLOWLINE TSW = TOP OF SIDEWALK
---	FF = 5986.00 FINISHED FLOOR ELEVATION	---	FF = 5986.00 FINISHED FLOOR ELEVATION
---	12" PVC WATER MAIN (PUBLIC)	---	12" PVC WATER MAIN (PUBLIC)
---	1" HDPE WATER SERVICE	---	1" HDPE WATER SERVICE
---	WATER MAIN	---	WATER MAIN
---	WATER SERVICE LINE	---	WATER SERVICE LINE
---	WATER VALVE	---	WATER VALVE
---	FIRE HYDRANT	---	FIRE HYDRANT
---	10" PVC SANITARY SEWER (PUBLIC)	---	10" PVC SANITARY SEWER (PUBLIC)
---	SANITARY SEWER MAIN	---	SANITARY SEWER MAIN
---	4" PVC SAN SEWER SERVICE	---	4" PVC SAN SEWER SERVICE
---	SANITARY SEWER SERVICE LINE	---	SANITARY SEWER SERVICE LINE
---	SANITARY SEWER MANHOLE	---	SANITARY SEWER MANHOLE
---	SANITARY SEWER CLEANOUT/ DOUBLE CLEANOUT	---	SANITARY SEWER CLEANOUT/ DOUBLE CLEANOUT
---	WATER METER PIT	---	WATER METER PIT
---	ELECTRIC METER & SERVICE LINE	---	ELECTRIC METER & SERVICE LINE
---	GAS METER & SERVICE LINE	---	GAS METER & SERVICE LINE

SHEET INDEX

PLAN SET SHEET NO.	SHEET TITLE	MVE DRAWING NO.
W-1	COVER SHEET	61087-WSYS-CS
W-2	WATER SYSTEM PLAN	61087-WSYS-WP
W-3	WATER SYSTEM NOTES & DETAILS	61087-WSYS-DET
W-4	SITE GRADING PLAN	61087-WSYS-GP
W-5	BUILDING PLANS	61087-WSYS-BP
W-6	BUILDING ELEVATIONS	61087-WSYS-BPDET



MAP NOTES

- BOUNDARY BEARINGS AND DISTANCES SHOWN ON THIS MAP ARE RELATIVE TO THE SOUTH LINE OF SANCTUARY OF PEACE RESIDENTIAL COMMUNITY TO BEAR N89°51'41"W.
- THE EXISTING TOPOGRAPHY SHOWN ON THIS PLAN WAS PREPARED BY MVE, INC. USING DATA PROVIDED BY POLARIS SURVEYING INC. ELEVATIONS SHOWN ARE RELATIVE TO THE CITY OF COLORADO SPRINGS CONTROL NETWORK (FMS DATUM).

FLOODPLAIN STATEMENT

NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA (SFHA'S) AS INDICATED ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR EL PASO COUNTY, COLORADO AND INCORPORATED AREAS - MAP NUMBER 08041C0295G, EFFECTIVE DECEMBER 7, 2018

ENGINEER'S STATEMENT

THIS WATER PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION FOR AND ON BEHALF OF M.V.E., INC.

SIGNED _____ DATE _____
DAVID R. GORMAN, P.E. NO. 31672

REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

SANCTUARY OF PEACE
RESIDENTIAL COMMUNITY

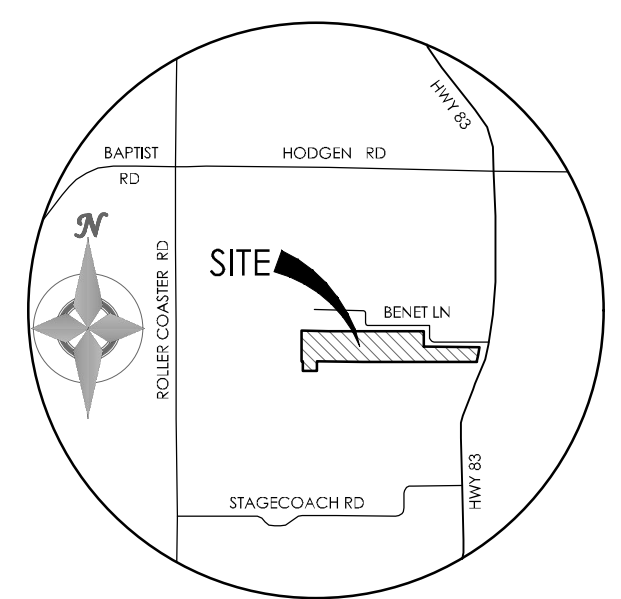
WATER SYSTEM PLAN

COVER SHEET

W-1 MVE PROJECT 61087
MVE DRAWING -WSYS-CS

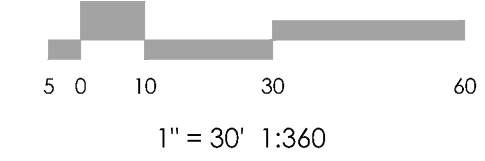
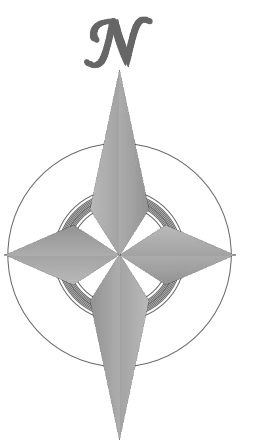
FEBRUARY 14, 2020

SHEET 1 OF 6



VICINITY MAP
NOT TO SCALE

BENCHMARK
FOUND PROPERTY CORNER SOUTHWEST OF BENET LANE
WHERE BENET LANES TURNS NORTH (APPROX. 1200 FT FROM
HIGHWAY 63). ELEVATION = 7502.79'



MVE, INC.
ENGINEERS / SURVEYORS

1903 Liberty Street, Suite 200 Colorado Springs, CO 80909 719.635.5736

REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

SANCTUARY OF PEACE
RESIDENTIAL COMMUNITY

WATER SYSTEM PLAN
DISTRIBUTION &
SERVICE LINES

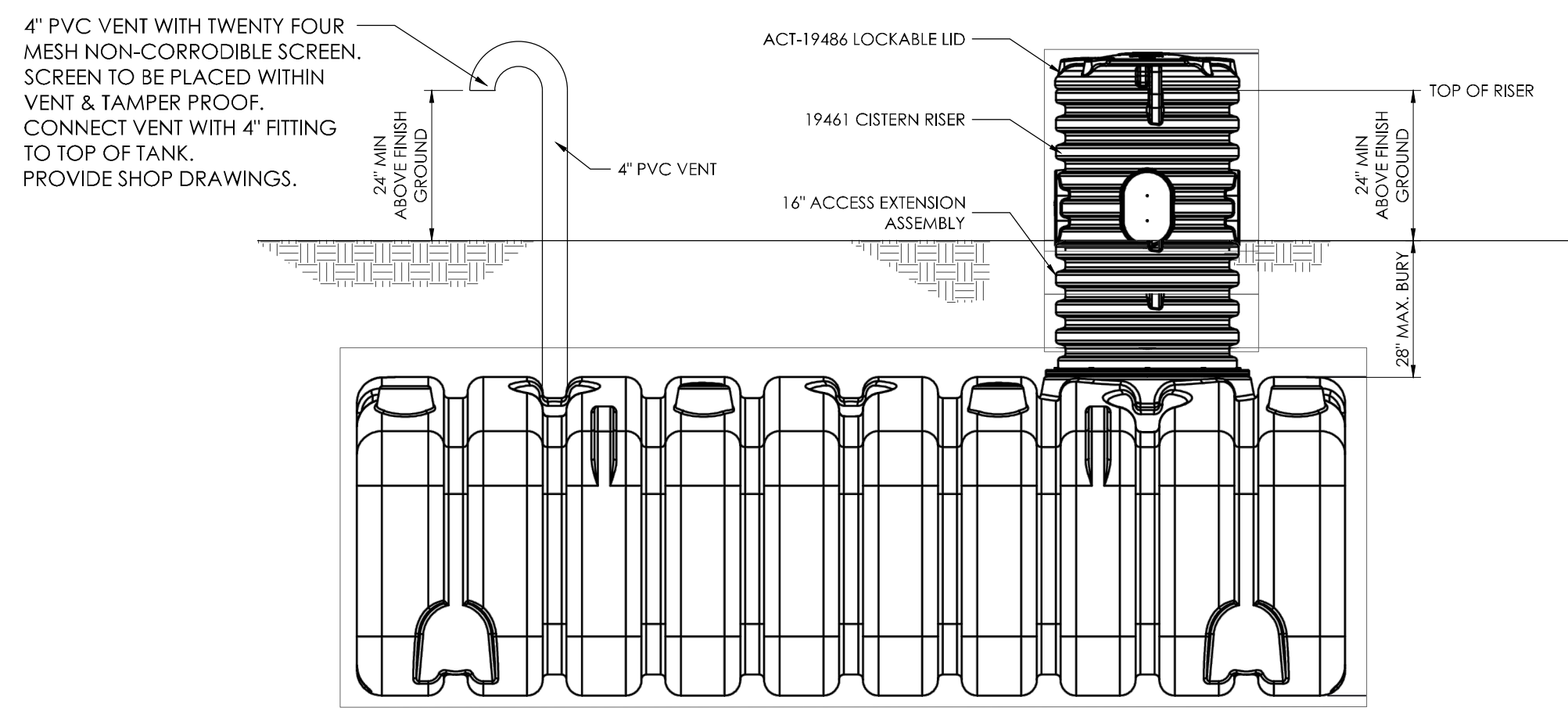
W-2 MVE PROJECT 61087
-WSYS-WP

PUDSP-19-002

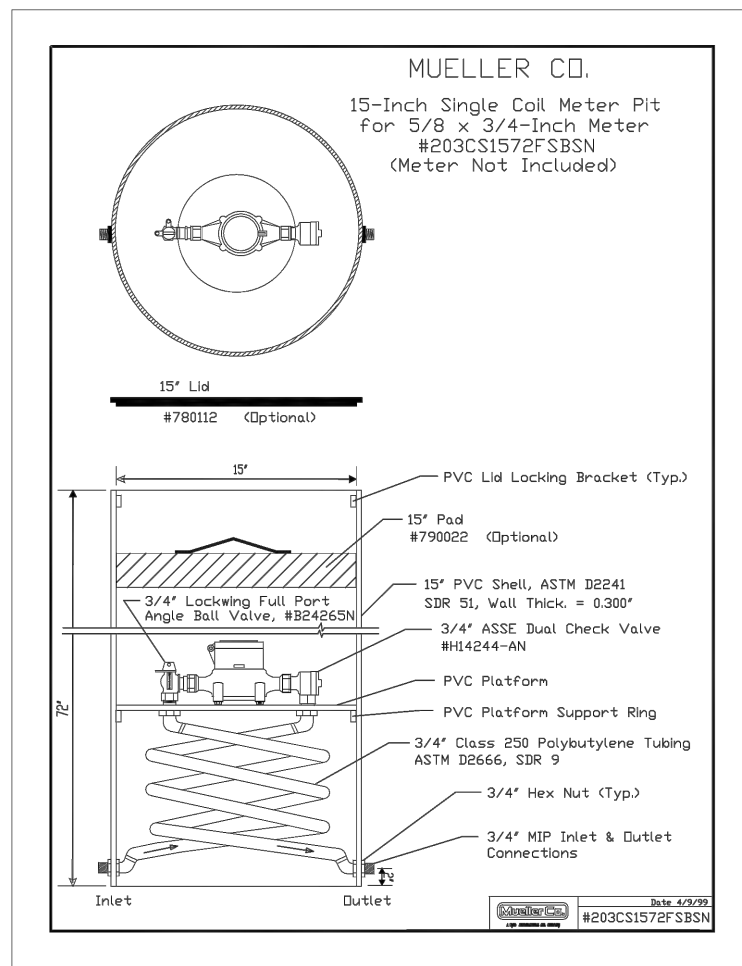
JUNE 10, 2020
SHEET 2 OF 6

WATER SYSTEM MATERIALS:

- WATER MAIN:**
- 4" (DIPS) HDPE DR9 PIPE (PERFORMANCE PIPE - DRISCOPLEX 4000) OR APPROVED EQUAL.
- WATER SERVICE LINES:**
- 1-1/4" HDPE DR9 PIPE (PERFORMANCE PIPE - DRISCOPLEX 5100) OR APPROVED EQUAL.
- WATER SERVICE TAPS:**
- POLY-CAM SERIES 415 SIDE FUSION TAPPING SADDLE OR APPROVED EQUAL.
- POST HYDRANT:**
- AVK SERIES 67 FLUSHING / SAMPLING HYDRANT w/ 4" MJ CONNECTION.
 - POST HYDRANT TO BE PAINTED JOHN DEER GREEN.
- METER PIT:**
- MUELLER CO. 15-INCH SINGLE COIL METER PIT (SEE DETAIL)



STORAGE TANK TYPICAL SECTION
SCALE: 1" = 2'-0"



AMTROL

WELL-X-TROL
Diaphragm Well Tanks: WX-100, 200 and 300 Series

150 PSIG Working Pressure

Construction				Performance			
Shell	High Strength Steel	Maximum Operating Temperature	200°F (93°C)				
Diaphragm	Heavy Duty Butyl	Maximum Working Pressure	150 PSIG (10.3 bar)				
Liner	Polypropylene	Maximum Relief Valve Setting	125 PSIG (8.6 bar)				
System Connection	Stainless Steel	Warranty	7 Year				
Finish	Tuf-Kote™ HG Blue						
Water Circulator	Turbulator™						
Air Valve	Projection Welded						
Factory Precharge	38 PSIG (2.6 bar)						

Application

- Controls pump cycling in residential well water systems.
- Can be installed indoors or outdoors.

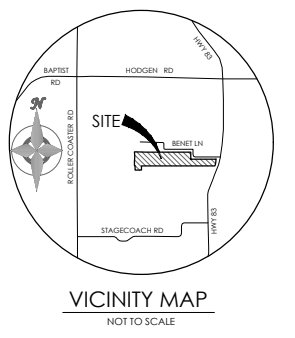
In-Line Models

Model Number	Tank Volume		Max. Acceptance Factor	A Tank Height		B Tank Diameter		System Connection (NPT/M)	Shipping Weight
	Gal	Ltr		In	mm	In	mm		
WX-101	2.0	8	0.45	13	330	8	203	3/4	5
WX-102	4.4	17	0.55	15	381	11	279	3/4	9
WX-103	7.6	29	0.43	22	559	11	279	3/4	15
WX-104	10.3	39	1.00	18	457	15	381	1	20
WX-200	14.0	53	0.81	22	559	15	381	1	22

Stand Models

Model Number	Tank Volume		Max. Acceptance Factor	A Tank Height		B Tank Diameter		C Std. Conn. Centrifuge		System Connection (NPT/M)	Shipping Weight	
	Gal	Ltr		In	mm	In	mm	In	mm			
WX-201	14.0	53	0.61	25	635	15	381	40	12	304	1	25
WX-202	20.0	76	0.57	32	813	15	381	40	12	304	1	33
WX-202XL	28.0	98	0.44	38	991	15	381	40	12	304	1	38
WX-303	32.0	121	0.35	47	1194	15	381	40	12	304	1	43
WX-305	34.0	129	1.00	30	762	22	559	49	20%	521	1 1/2	61
WX-350	44.0	167	0.77	36	914	22	559	49	20%	521	1 1/2	69
WX-351	62.0	235	0.55	47	1194	22	559	49	20%	521	1 1/2	92
WX-355	61.0	306	0.41	57	1448	22	559	49	20%	521	1 1/2	103
WX-352*	66.0	326	0.39	62	1575	22	559	49	20%	521	1 1/2	114
WX-302	66.0	326	0.54	47	1194	26	660	52	20%	521	1 1/2	123
WX-300	119.0	450	0.39	62	1575	26	660	52	20%	521	1 1/2	160

*WX-252: Maximum Working Pressure: 100 PSIG. Available in Blue only. Available in Tan and Gray. Use suffix T or G. All dimensions and weights are approximate.



BENCHMARK

WATER SYSTEM MATERIALS:

- WATER MAIN:**
- 4" (DIPS) HDPE DR9 PIPE (PERFORMANCE PIPE - DRISCOPLEX 4000) OR APPROVED EQUAL.
- WATER SERVICE LINES:**
- 1-1/4" HDPE DR9 PIPE (PERFORMANCE PIPE - DRISCOPLEX 5100) OR APPROVED EQUAL.
- WATER SERVICE TAPS:**
- POLY-CAM SERIES 415 SIDE FUSION TAPPING SADDLE OR APPROVED EQUAL.
- POST HYDRANT:**
- AVK SERIES 47 FLUSHING / SAMPLING HYDRANT w/ 4" MJ CONNECTION.
 - POST HYDRANT TO BE PAINTED JOHN DEER GREEN.
- METER PIT:**
- MUELLER CO. 15-INCH SINGLE COIL METER PIT (SEE DETAIL)

GENERAL NOTES:

- ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE FROM SURFACE EVIDENCE AS SURVEYED IN THE FIELD. THE LOCATION OF UTILITIES AS SHOWN ARE APPROXIMATE. ALL UTILITIES MAY NOT BE SHOWN OR MAY NOT HAVE BEEN LOCATED. BELOW GROUND UTILITY LOCATIONS WERE NOT PERFORMED. ALL UTILITIES SHALL BE LOCATED PRIOR TO ANY UTILITY WORK OR DIGGING (1-800-922-1987). THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
- THE CONTRACTOR SHALL VERIFY THE HORIZONTAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONNECTION POINT OF ALL NEW UTILITIES TO EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR FOR ADEQUACY OF GRADE AND SEPARATION FROM OTHER UTILITIES. NOTIFY ENGINEER OF ANY PERCEIVED DEFICIENCIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF FIELD CONDITIONS ARE FOUND TO BE DIFFERENT THAN SHOWN ON THE PLANS SO THAT APPROPRIATE ACTION CAN BE TAKEN BY THE OWNER/DEVELOPER.
- ALL WATER FACILITIES SHALL BE CONSTRUCTED ACCORDING TO "LINE EXTENSION & SERVICE STANDARDS - WATER", LATEST EDITION, BY COLORADO SPRINGS UTILITIES.
- ALL WATER TAPS TO BE INSTALLED BY THE OWNER'S CONTRACTOR. ALL WATER SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED "UTILITY SERVICE PLAN" AND IN ACCORDANCE WITH "LINE EXTENSION & SERVICE STANDARDS - WATER", LATEST EDITION, BY COLORADO SPRINGS UTILITIES.
- CONTRACTOR TO ADJUST TAP LOCATION TO AVOID PIPE JOINTS AS NECESSARY.
- CONTRACTOR IS RESPONSIBLE FOR ALL OF HIS OPERATIONS ON THE SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBSERVE ALL SAFETY AND OSHA REGULATIONS DURING CONSTRUCTION OPERATIONS. TRENCH WIDTHS AND SLOPE ANGLES SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD AND ACCORDING TO SAFETY AND OSHA REGULATIONS. THE ENGINEER HAS NOT SPECIFIED TRENCH WIDTHS ON THESE PLANS.
- 18" MIN. VERTICAL SEPARATION IS REQUIRED BETWEEN ALL UTILITY MAINS AND UTILITY SERVICES.
- OWNER TO PROVIDE CONSTRUCTION STAKING FOR WATER SYSTEM. CONTRACTOR SHALL COORDINATE WITH OWNER'S SURVEYOR AS TO SCHEDULING.
- OWNER TO PROVIDE MATERIALS TESTING FOR SOILS COMPACTION OF FILL OPERATIONS FOR WATER LINE TRENCHES AND POTABLE WATER TANK BURIAL.
- CONTRACTOR SHALL RECORD ALL AS-BUILT CHANGES AND PROVIDE AS-BUILT DOCUMENTATION DURING AND AT PROJECT COMPLETION.

WATER PLAN NOTES:

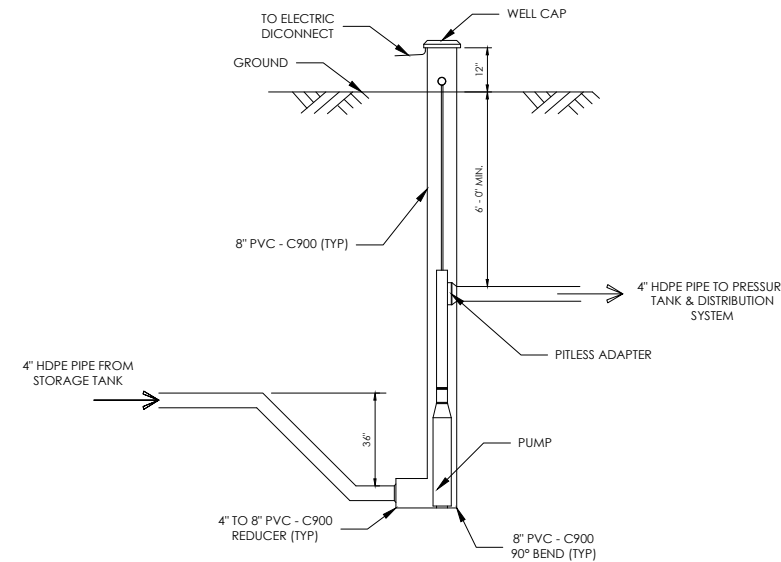
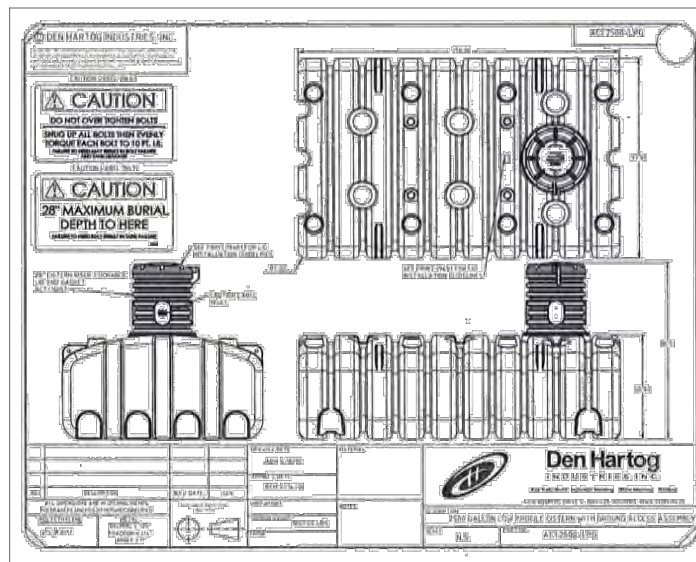
- ALL CONSTRUCTION METHODS AND MATERIALS SHALL MEET COLORADO SPRINGS UTILITIES' WATER LINE EXTENSION AND SERVICE STANDARDS (WATER LESS).
- THE CONTRACTOR SHALL OBTAIN LOCATES PRIOR TO ANY EXCAVATION.
- IF FIELD CONDITIONS ARE FOUND TO BE DIFFERENT THAN SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AND THE ENGINEER OF RECORD IMMEDIATELY.
- NO TREES OR STRUCTURES ARE PERMITTED WITHIN FIFTEEN FEET (15') OF A WATER MAIN.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITY FACILITIES AS A RESULT OF HIS ACTIONS. THE CONTRACTOR SHALL MAKE ALL THE REQUIRED REPAIRS IMMEDIATELY TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
- ALL FIELD STAKING SHALL COMPLY WITH THE WATER LESS.
- CORROSION PROTECTION MEASURES SHALL COMPLY WITH THE WATER LESS.
- NO SERVICE TAPS SHALL BE MADE UNTIL AUTHORIZATION HAS BEEN GRANTED BY THE OWNER'S REPRESENTATIVE.
- ALL BENDS SHALL BE FIELD STAKED PRIOR TO CONSTRUCTION AND THE STATIONING ON THE FIELD STAKES SHALL MATCH THE STATIONING ON THE PLANS.
- ALL TRENCH BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 206 OF THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS MANUAL.

WATER SERVICE PLAN NOTES

- SERVICE TAPS SHALL BE MADE A MINIMUM OF THREE FEET (3') FROM THE BELL OR APPURTENANCE ON THE WATER MAIN. TAPS SHALL BE A MINIMUM OF THREE FEET (3') APART ON THE SAME SIDE OF THE WATER MAIN AND A MINIMUM OF ONE-AND-A-HALF FEET (1.5') WHEN TAPS ARE MADE ON OPPOSITE SIDES OF THE WATER MAIN.
- ALL TAPS SHALL BE PERFORMED BY THE CONTRACTOR.

ADDITIONAL NOTES

- ALL CONCRETE THRUST RETENTION BLOCKS (CTR) IF REQUIRED ARE PER CSU STD DWG A4-2 & A4-3.
- ALL CONCRETE REVERSE ANCHORS (CRA) IF REQUIRED ARE PER CSU STD DWG A4-7 OR A4-8.



CISTERN PUMP ASSEMBLY
NOT TO SCALE

MVE, INC.
ENGINEERS & SURVEYORS

1903 Idamay Street, Suite 200 Colorado Springs CO 80909 719.655.5736

REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

SANCTUARY OF PEACE
RESIDENTIAL COMMUNITY

WATER SYSTEM PLAN
WATER DISTRIBUTION
NOTES & DETAILS

W-3 MVE PROJECT 61087
MVE DRAWING WSYS-DET

FEBRUARY 14, 2020
SHEET 3 OF 6

STANDARD EL PASO COUNTY GRADING & EROSION CONTROL PLAN NOTES

- Stormwater discharges from construction sites shall not cause or threaten to cause pollution, contamination, or degradation of State Waters. All work and earth disturbance shall be done in a manner that minimizes pollution of any on-site or off-site waters, including wetlands.
- Notwithstanding anything depicted in these plans in words or graphic representation, all design and construction related to roads, storm drainage and erosion control shall conform to the standards and requirements of the most recent version of the relevant adopted El Paso County standards, including the Land Development Code, the Engineering Criteria Manual, the Drainage Criteria Manual, and the Drainage Criteria Manual Volume 2. Any deviations from regulations and standards must be requested, and approved, in writing.
- A separate Stormwater Management Plan (SWMP) for this project shall be completed and an Erosion and Stormwater Quality Control Permit (ESQCP) issued prior to commencing construction. Management of the SWMP during construction is the responsibility of the designated Qualified Stormwater Manager or Certified Erosion Control Inspector. The SWMP shall be located on site at all times during construction and shall be kept up to date with work progress and changes in the field.
- Once the ESQCP is approved and a "Notice to Proceed" has been issued, the contractor may install the initial stage erosion and sediment control measures as indicated on the approved GEC. A Preconstruction Meeting between the contractor, engineer, and El Paso County will be held prior to any construction. It is the responsibility of the applicant to coordinate the meeting time and place with County staff.
- Control measures must be installed prior to commencement of activities that could contribute pollutants to stormwater. control measures for all slopes, channels, ditches, and disturbed land areas shall be installed immediately upon completion of the disturbance.
- All temporary sediment and erosion control measures shall be maintained and remain in effective operating condition until permanent soil erosion control measures are implemented and final stabilization is established. All persons engaged in land disturbance activities shall assess the adequacy of the control measures at the site and identify if changes to those control measures are needed to ensure the continued effective performance of the control measures. All changes to temporary sediment and erosion control measures must be incorporated into the Stormwater Management Plan.
- Temporary stabilization shall be implemented on disturbed areas and stockpiles where ground disturbing construction activity has permanently ceased or temporarily ceased for longer than 14 days.
- Final stabilization must be implemented at all applicable construction sites. Final stabilization is achieved when all ground disturbing activities are complete and all disturbed areas either have a uniform vegetative cover with individual plant density of 70 percent of pre-disturbance levels established or an equivalent permanent alternative stabilization method is implemented. All temporary sediment and erosion control measures shall be removed upon final stabilization and before permit closure.
- All permanent stormwater management facilities shall be installed as designed in the approved plans. Any proposed changes that affect the design or function of permanent stormwater management structures must be approved by the ECM Administrator prior to implementation.
- Earth disturbances shall be conducted in such a manner so as to effectively minimize accelerated soil erosion and resulting sedimentation. All disturbances shall be designed, constructed, and completed so that the exposed area of any disturbed land shall be limited to the shortest practical period of time. Pre-existing vegetation shall be protected and maintained within 50 horizontal feet of a waters of the state unless shown to be infeasible and specifically requested and approved.
- Compaction of soil must be prevented in areas designated for infiltration control measures or where final stabilization will be achieved by vegetative cover. Areas designated for infiltration control measures shall also be protected from sedimentation during construction until final stabilization is achieved. If compaction prevention is not feasible due to site constraints, all areas designated for infiltration and vegetation control measures must be loosened prior to installation of the control measures(s).
- Any temporary or permanent facility designed and constructed for the conveyance of stormwater around, through, or from the earth disturbance area shall be a stabilized conveyance designed to minimize erosion and the discharge of sediment off site.
- Concrete wash water shall be contained and disposed of in accordance with the SWMP. No wash water shall be discharged to or allowed to enter State Waters, including any surface or subsurface storm drainage system or facilities. Concrete washouts shall not be located in an area where shallow groundwater may be present, or within 50 feet of a surface water body, creek or stream.
- During dewatering operations of uncontaminated ground water may be discharged on site, but shall not leave the site in the form of surface runoff unless an approved State dewatering permit is in place.
- Erosion control blanketing or other protective covering shall be used on slopes steeper than 3:1.
- Contractor shall be responsible for the removal of all wastes from the construction site for disposal in accordance with local and State regulatory requirements. No construction debris, tree slash, building material wastes or unused building materials shall be buried, dumped, or discharged at the site.
- Waste materials shall not be temporarily placed or stored in the street, alley, or other public way, unless in accordance with an approved Traffic Control Plan. Control measures may be required by El Paso County Engineering if deemed necessary, based on specific conditions and circumstances.
- Tracking of soils and construction debris off-site shall be minimized. Materials tracked off-site shall be cleaned up and properly disposed of immediately.
- The owner/developer shall be responsible for the removal of all construction debris, dirt, trash, rock, sediment, soil, and sand that may accumulate in roads, storm drains and other drainage conveyance systems and stormwater appurtenances as a result of site development.
- The quantity of materials stored on the project site shall be limited, as much as practical, to that quantity required to perform the work in an orderly sequence. All materials stored on-site shall be stored in a neat, orderly manner, in their original containers, with original manufacturer's labels.
- No chemical(s) having the potential to be released in stormwater are to be stored or used onsite unless permission for the use of such chemical(s) is granted in writing by the ECM Administrator. In granting approval for the use of such chemical(s), special conditions and monitoring may be required.
- Bulk storage of allowed petroleum products or other allowed liquid chemicals in excess of 55 gallons shall require adequate secondary containment protection to contain all spills onsite and to prevent any spilled materials from entering State Waters, any surface or subsurface storm drainage system or other facilities.
- No person shall cause the impediment of stormwater flow in the curb and gutter or ditch except with approved sediment control measures.
- Owner/developer and their agents shall comply with the "Colorado Water Quality Control Act" (Title 25, Article 8, CRS), and the "Clean Water Act" (33 USC 1344), in addition to the requirements of the Land Development Code, DCM Volume II and the ECM Appendix I. All appropriate permits must be obtained by the contractor prior to construction (1041, NPDES, Floodplain, 404, fugitive dust, etc.). In the event of conflicts between these requirements and other laws, rules, or regulations of other Federal, State, local, or County agencies, the most restrictive laws, rules, or regulations shall apply.
- All construction traffic must enter/exit the site only at approved construction access points.
- Prior to construction the permittee shall verify the location of existing utilities.
- A water source shall be available on site during earthwork operations and shall be utilized as required to minimize dust from earthwork equipment and wind.
- The soils report for this site has been prepared by Entech Engineering titled Soil, Geology and Geologic Hazard Study, Sanctuary of Peace Filing No. 1, and dated October 28, 2019, and shall be considered a part of these plans.
- At least ten (10) days prior to the anticipated start of construction, for projects that will disturb one (1) acre or more, the owner or operator of construction activity shall submit a permit application for stormwater discharge to the Colorado Department of Public Health and Environment, Water Quality Division. The application contains certification of completion of a stormwater management plan (SWMP), of which this Grading and Erosion Control Plan may be a part. For information or application materials contact:

Colorado Department of Public Health and Environment
 Water Quality Control Division
 WQCD - Permits
 4300 Cherry Creek Drive South
 Denver, CO 80246-1530
 Attn: Permits Unit

GRADING NOTES:

- UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN DRAWN FROM AVAILABLE RECORDS AND/OR SURFACE EVIDENCE. THE LOCATION OF ALL UTILITIES MAY NOT BE SHOWN OR MAY NOT BE FULLY LOCATED. BELOW GROUND LOCATIONS HAVE NOT BEEN PERFORMED. THEREFORE, THE RELATIONSHIP BETWEEN PROPOSED WORK AND EXISTING FACILITIES, STRUCTURES AND UTILITIES MUST BE CONSIDERED APPROXIMATE. ALL UTILITIES SHALL BE LOCATED PRIOR TO ANY EARTH WORK OR DIGGING (1-800-922-1987 OR 811). THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL SUBSURFACE UTILITY OWNERS PRIOR TO BEGINNING WORK TO DETERMINE LOCATION OF UTILITY FACILITIES.
- EXISTING CONDITIONS SHALL BE VERIFIED BY THE GENERAL CONTRACTOR. DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.
- M.V.E., INC. OR THE ENGINEER ASSUMES NO RESPONSIBILITY OR LIABILITY FOR USE OF THIS GRADING PLAN FOR ANY OTHER PURPOSE THAN OVER LOT GRADING OPERATIONS.
- ALL WEEDS, TRASH, DEBRIS, RUBBLE, BROKEN ASPHALT, ORGANIC MATERIAL (EXCLUDING TOPSOIL) AND REFUSE, OR ANY OTHER MATERIAL WHICH WOULD NOT BE DELETERIOUS AS FILL MATERIAL OR INCAPABLE OF SUPPORTING THE BUILDING, VEHICULAR AND/OR OVERBURDEN LOADS TO BE IMPROVED SHALL BE CLEARED, GRUBBED OR EXCAVATED AS THE CASE MAY DICTATE PRIOR TO GRADING AND SHALL BE REMOVED FROM SITE AND DEPOSED OF LEGALLY.
- PROPOSED CONTOURS SHOWN ARE FINISH GRADES AND READ TO TOP OF PAVEMENT AND FINISH SOIL GRADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT GRADED AREAS FROM, AND AS NECESSARY RESTORE TO GRADE, ANY RUTS, WASHES OR OTHER CHANGES FROM THE DESIGN ELEVATIONS SHOWN HEREON, UNTIL GRADING WORK IS ACCEPTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL ENDEAVOR NOT TO DISTURB ANY OFFSITE AREAS. THE CONTRACTOR SHALL RESTORE TO THE ORIGINAL CONDITION, ADJACENT (OFF-SITE) PROPERTY DISTURBED BY HIS OPERATIONS.
- THE GENERAL CONTRACTOR SHALL STRIP TOPSOIL FROM CONSTRUCTION AREAS AND STOCKPILE TOPSOIL AT AREA SHOWN ON THIS PLAN. PLACE TOPSOIL WITH APPROPRIATE EROSION CONTROL AND IN A MANNER SO AS TO NOT CONFLICT WITH OTHER TRADES AND CONSTRUCTION PROCESS.
- ALL GRADING SHALL BE DONE TO INSURE POSITIVE DRAINAGE AWAY FROM FOUNDATIONS AND STRUCTURES.
- FINISHED GRADE OF ALL PERVIOUS EARTH SURFACES THAT CONTACT FOUNDATION WALLS SHALL BE A MINIMUM OF 6" BELOW ANY UNTREATED WOOD MATERIAL OR IN ACCORDANCE WITH APPLICABLE CODES AND THE RECOMMENDATIONS OF THE OWNER'S GEOTECHNICAL ENGINEERING REPORT OR DESIGN.
- PERVIOUS EARTH SURFACES SHALL SLOPE AWAY FROM ALL FOUNDATION WALLS AT A MINIMUM RATE OF 6" IN 10 FEET (5%) FOR THE FIRST 10 FEET ADJACENT TO THE FOUNDATION OR IN ACCORDANCE WITH APPLICABLE CODES AND THE RECOMMENDATIONS OF THE OWNER'S GEOTECHNICAL ENGINEERING REPORT OR DESIGN.
- CONCRETE OR OTHER IMPERVIOUS SURFACES THAT CONTACT FOUNDATION WALLS SHALL SLOPE AWAY FROM ALL FOUNDATION WALLS AT A MINIMUM RATE OF 1/4" PER FOOT (2.00%) OR IN ACCORDANCE WITH APPLICABLE CODES AND THE RECOMMENDATIONS OF THE OWNER'S GEOTECHNICAL ENGINEERING REPORT OR DESIGN.

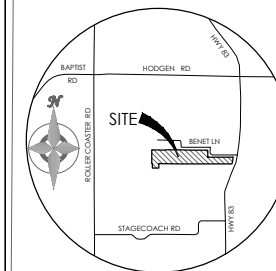
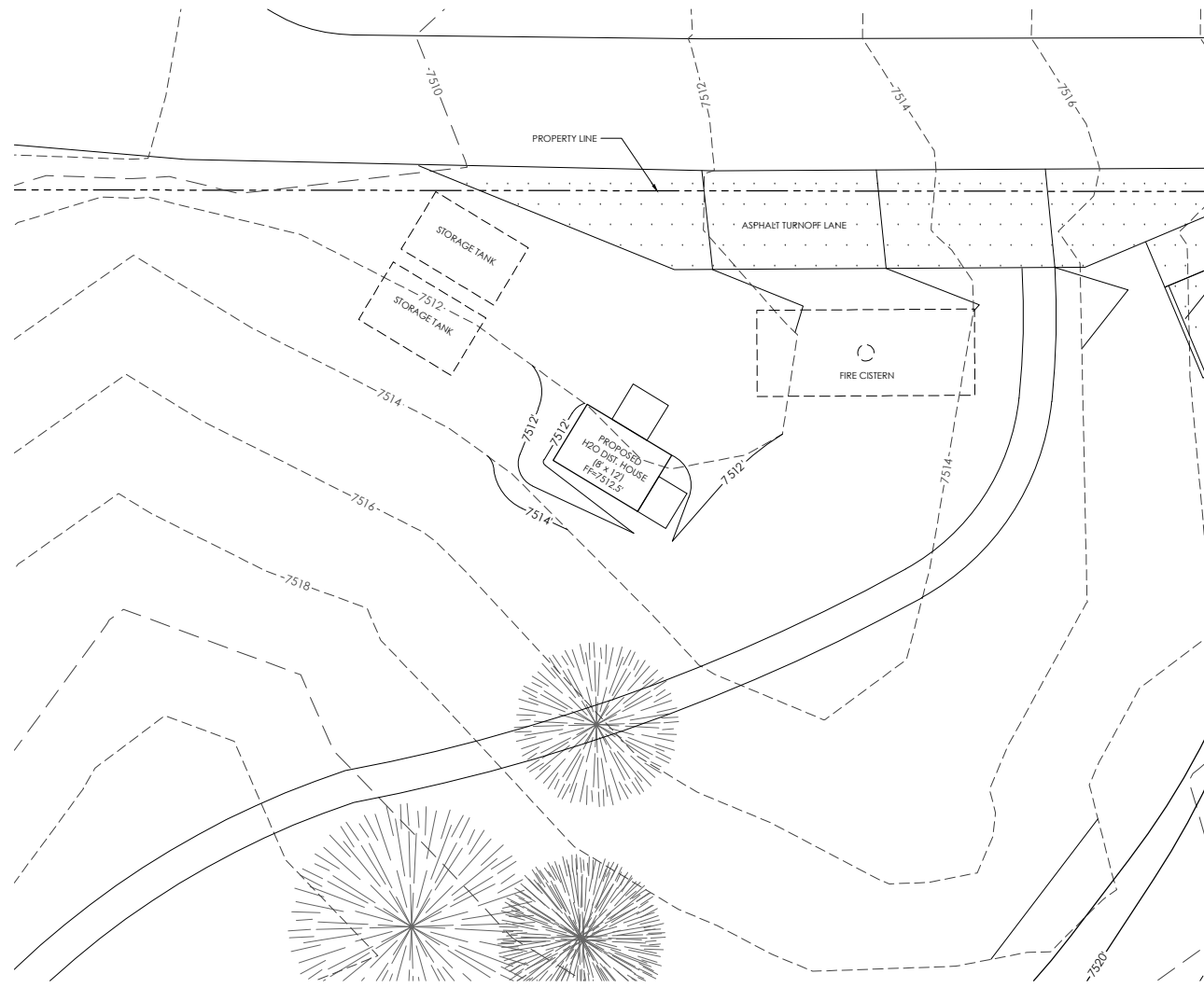
- ANY FILL MATERIAL REQUIRED TO BRING GRADES UP TO PROPOSED ELEVATIONS SHALL BE PROVIDED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTING TOPSOIL THROUGHOUT THE LAWN AND PLANTING AREAS ACCORDING TO APPROVED LANDSCAPE PLANS, BY OTHERS.
- THE NATURE OF WORK PROPOSED BY THIS PLAN IS GRADING AND THE EXTENT OF SAID PROPOSED GRADING IS SHOWN BY THE EXISTING AND PROPOSED CONTOURS HEREON.
- CONTRACTOR SHALL USE MECHANICAL METHODS TO GO FROM THE EXISTING TO PROPOSED CONTOURS IN ACCORDANCE WITH THIS GRADING PLAN. QUALITY CONTROL OF SOILS AND GRADING OPERATION WILL BE AS DIRECTED BY OWNERS GEOTECHNICAL ENGINEER.
- CONTRACTOR IN THE PERFORMANCE OF HIS GRADING WORK SHALL, AT ALL TIMES, WHETHER OR NOT SPECIFICALLY DIRECTED BY OWNER OR ENGINEER, STRICTLY OBSERVE SAFETY PROVISIONS OF ALL FEDERAL, STATE AND MUNICIPAL LAWS AND BUILDING AND CONSTRUCTION CODES RELATING TO PUBLIC SAFETY. CONTRACTOR SHALL CONTINUOUSLY CONDUCT HIS GRADING OPERATIONS WORK IN A MANNER THAT SUCH WORK WILL NOT BECOME A HAZARD TO LIFE AND LIMB, ENDANGER PROPERTY OR ADVERSELY AFFECT THE SAFETY, USE OR STABILITY OF THE PUBLIC WAY, DRAINAGE CHANNEL OR OTHER PROPERTY SHOWN ON THIS GRADING PLAN. GRADING OPERATIONS WORK COMPLETED IN ACCORDANCE WITH THIS GRADING PLAN WILL NOT BECOME A HAZARD TO LIFE AND LIMB, ENDANGER PROPERTY OR ADVERSELY AFFECT THE SAFETY, USE OR STABILITY OF THE PUBLIC WAY, DRAINAGE CHANNEL OR OTHER PROPERTY SHOWN ON THIS GRADING PLAN.
- WHENEVER OWNER, ENGINEER OR CITY SAFETY DIRECTOR OR HIS DESIGNATED REPRESENTATIVE BECOMES AWARE OF CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE SAFETY REGULATIONS, THE OWNER, ENGINEER OR CITY SAFETY DIRECTOR OR HIS DESIGNATED REPRESENTATIVE WILL INFORM THE CONTRACTOR WHO SHALL TAKE IMMEDIATE STEPS TO REMEDY THE NONCOMPLIANCE.
- CONTRACTOR SHALL PROVIDE APPROPRIATE EROSION CONTROL MEASURES DURING EARTHWORK OPERATIONS TO CONTROL EROSION AND SEDIMENT TRANSFER TO ADJACENT PROPERTIES. EROSION CONTROL MEASURES ARE NOT LIMITED TO THOSE NOTED ON THE EROSION CONTROL PLAN.
 - ALL DISTURBED AREAS SHALL BE REVEGETATED OR OTHERWISE LANDSCAPED AFTER CONSTRUCTION IN ACCORDANCE WITH THE REVEGETATION GUIDELINES CONTAINED IN THE STANDARD EROSION CONTROL NOTES ON THIS PLAN AND IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN FOR THIS PROJECT. THE APPROVED LANDSCAPE PLAN DEPICTS SOD AND SEEDING AREAS WITH SPECIFIED TYPES AND AMOUNTS.
 - NETTING WILL BE PLACED ON CONSTRUCTED SLOPES GREATER THAN 3:1. SLOPE VALUES ARE SHOWN ON THE PLAN. NETTING SHALL BE GREENFIX AMERICA W5072 OR EQUAL AGRICULTURAL STRAW BLANKET WITH PHOTODEGRADABLE NETTING ON BOTH SIDES. NETTING SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
 - STRAW BALES WILL BE PLACED AT TOP OF NEWLY CONSTRUCTED SLOPES OF 3:1 OR GREATER AT SELECTED LOCATIONS AS REQUIRED.
 - PLACE SILT FENCE AS SHOWN ON THE EROSION CONTROL PLAN AND AS MAY BE REQUIRED TO PREVENT SEDIMENT MOVEMENT TO ADJACENT PROPERTY. STRAW BALES OR EROSION CONTROL LOGS MAY BE SUBSTITUTED WITH APPROVAL OF THE ENGINEER.
- ALL WORK IN THE PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED ACCORDING TO THE EL PASO COUNTY STANDARD SPECIFICATIONS, LATEST EDITION.

MAP NOTES

- BOUNDARY BEARINGS AND DISTANCES SHOWN ON THIS MAP ARE RELATIVE TO THE SOUTH LINE OF SANCTUARY OF PEACE RESIDENTIAL COMMUNITY TO BEAR N89°51'41"W.
- THE EXISTING TOPOGRAPHY SHOWN ON THIS PLAN WAS PREPARED BY MVE, INC. USING DATA PROVIDED BY POLARIS SURVEYING INC. ELEVATIONS SHOWN ARE RELATIVE TO THE CITY OF COLORADO SPRINGS CONTROL NETWORK. (FIMS DATUM).

FLOODPLAIN STATEMENT

NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA (SFHA) AS INDICATED ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR EL PASO COUNTY, COLORADO AND INCORPORATED AREAS - MAP NUMBER 08041C0295G, EFFECTIVE DECEMBER 7, 2018



VICINITY MAP
NOT TO SCALE

BENCHMARK
 FOUND PROPERTY CORNER SOUTHWEST OF BENET LANE
 WHERE BENET LANES TURNS NORTH (APPROX. 1200 FT FROM
 HIGHWAY 83). ELEVATION = 7502.79'



1" = 10' 1:120



REVISIONS

DESIGNED BY _____
 DRAWN BY _____
 CHECKED BY _____
 AS-BUILTS BY _____
 CHECKED BY _____

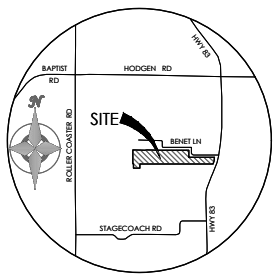
SANCTUARY OF PEACE
 RESIDENTIAL COMMUNITY

WATER SYSTEM PLAN
 BUILDING GRADING
 PLAN

W-4 MVE PROJECT 61087
 MVE DRAWING -WSYS-GP

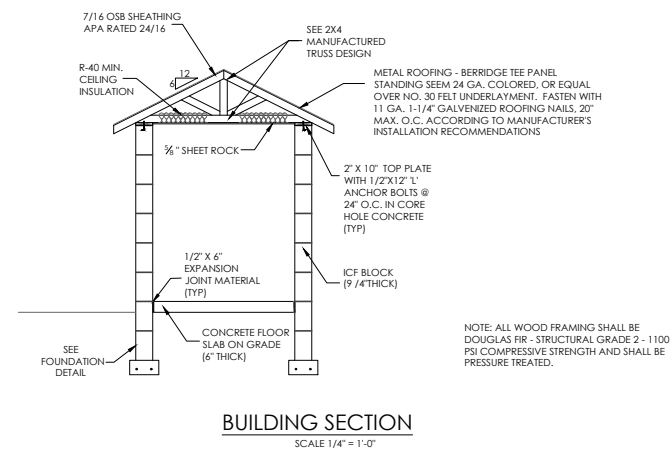
FEBRUARY 14, 2020
 SHEET 4 OF 6

PUDSP-19-002



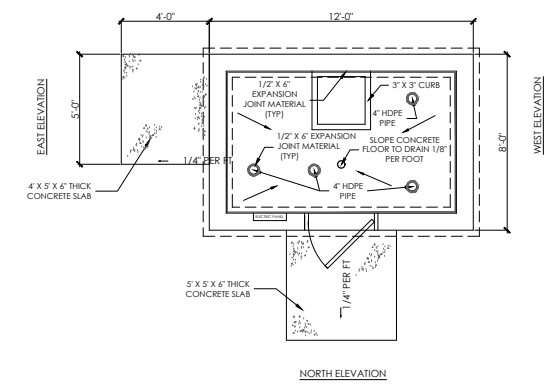
VICINITY MAP
NOT TO SCALE

BENCHMARK

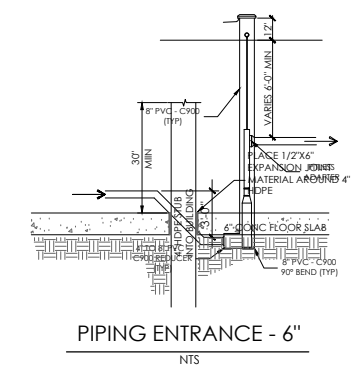


BUILDING SECTION
SCALE 1/4" = 1'-0"

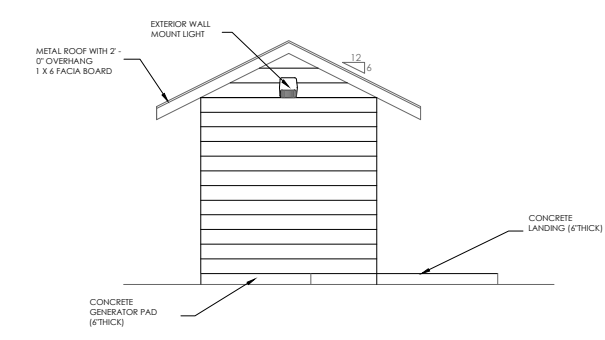
NOTE: ALL WOOD FRAMING SHALL BE DOUGLAS FIR - STRUCTURAL GRADE 2 - 1100 PSI COMPRESSIVE STRENGTH AND SHALL BE PRESSURE TREATED.



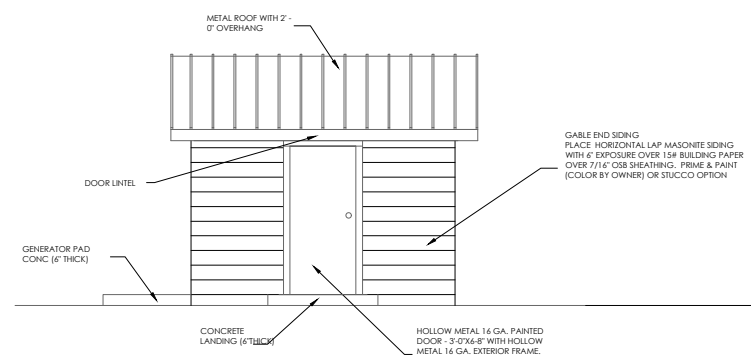
PLAN VIEW
SCALE 1/4" = 1'-0"



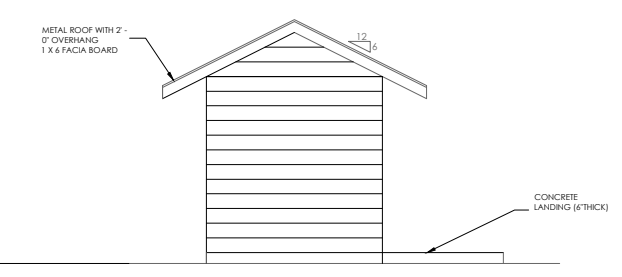
PIPING ENTRANCE - 6"
NTS



EAST ELEVATION
SCALE 1/4" = 1'-0"



NORTH ELEVATION
SCALE 1/4" = 1'-0"



WEST ELEVATION
SCALE 1/4" = 1'-0"

REVISIONS

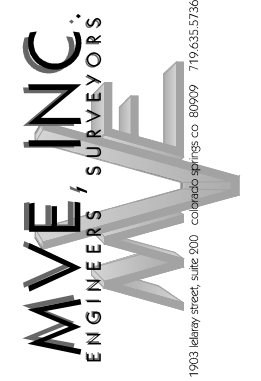
DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILT BY _____
CHECKED BY _____

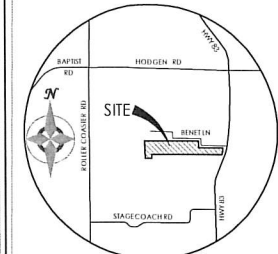
WATER SYSTEM PLAN
BUILDING PLAN

W-5 MVE PROJECT 61087
MVE DRAWING -WSYS-BPEL

FEBRUARY 14, 2020
SHEET 5 OF 6

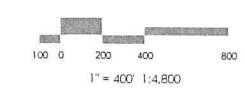
PUDSP-19-002





VICINITY MAP
NOT TO SCALE

BENCHMARK



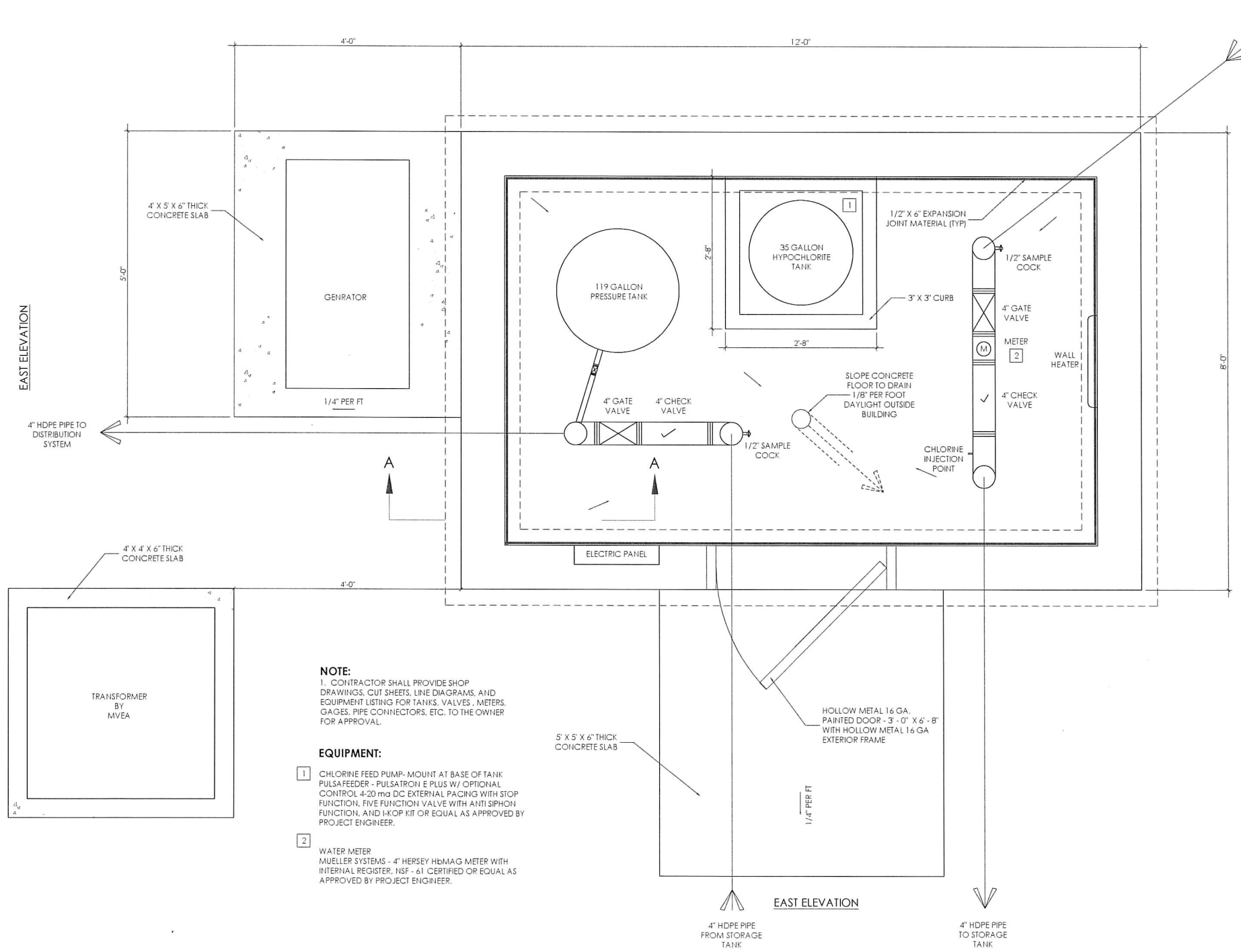
REVISIONS

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

SANCTUARY OF PEACE
 RESIDENTIAL COMMUNITY
 WATER SYSTEM PLAN
 BUILDING PLAN
 DETAILS

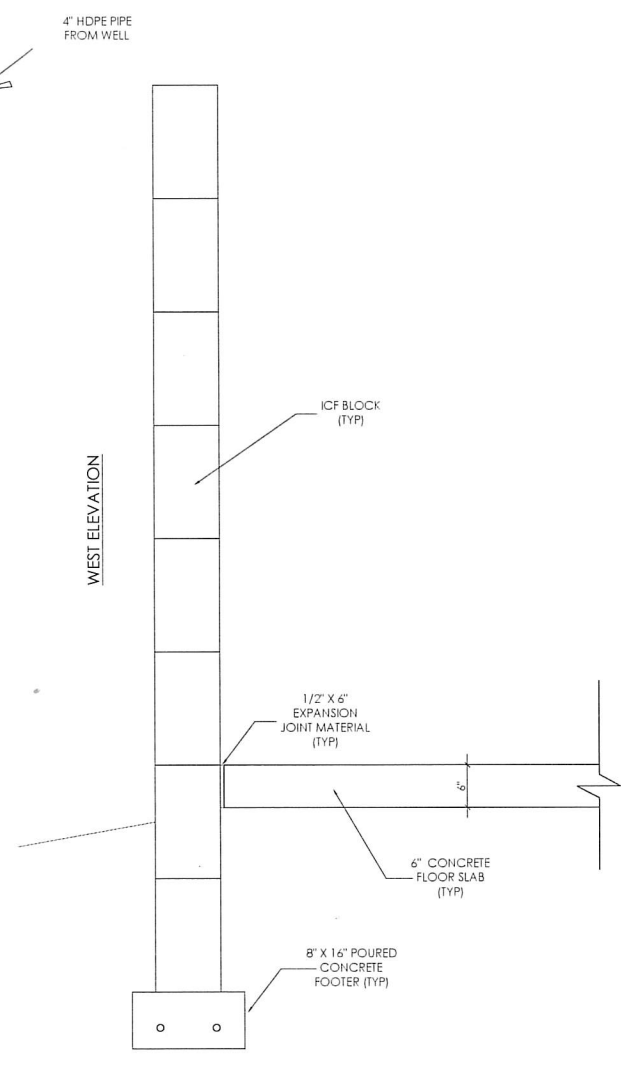
W-6 MVE PROJECT 61087
 MVE DRAWING -WSYS-BPDET

JULY 13, 2020
 SHEET 6 OF 6



- NOTE:**
 1. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, CUT SHEETS, LINE DIAGRAMS, AND EQUIPMENT LISTING FOR TANKS, VALVES, METERS, GAUGES, PIPE CONNECTORS, ETC. TO THE OWNER FOR APPROVAL.
- EQUIPMENT:**
- 1 CHLORINE FEED PUMP- MOUNT AT BASE OF TANK PULSAFEEDER - PULSATRON E PLUS W/ OPTIONAL CONTROL 4-20 ma DC EXTERNAL PACING WITH STOP FUNCTION, FIVE FUNCTION VALVE WITH ANTI SIPHON FUNCTION, AND 1/4\"/>
 - 2 WATER METER
 MUELLER SYSTEMS - 4\"/>

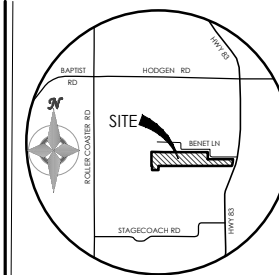
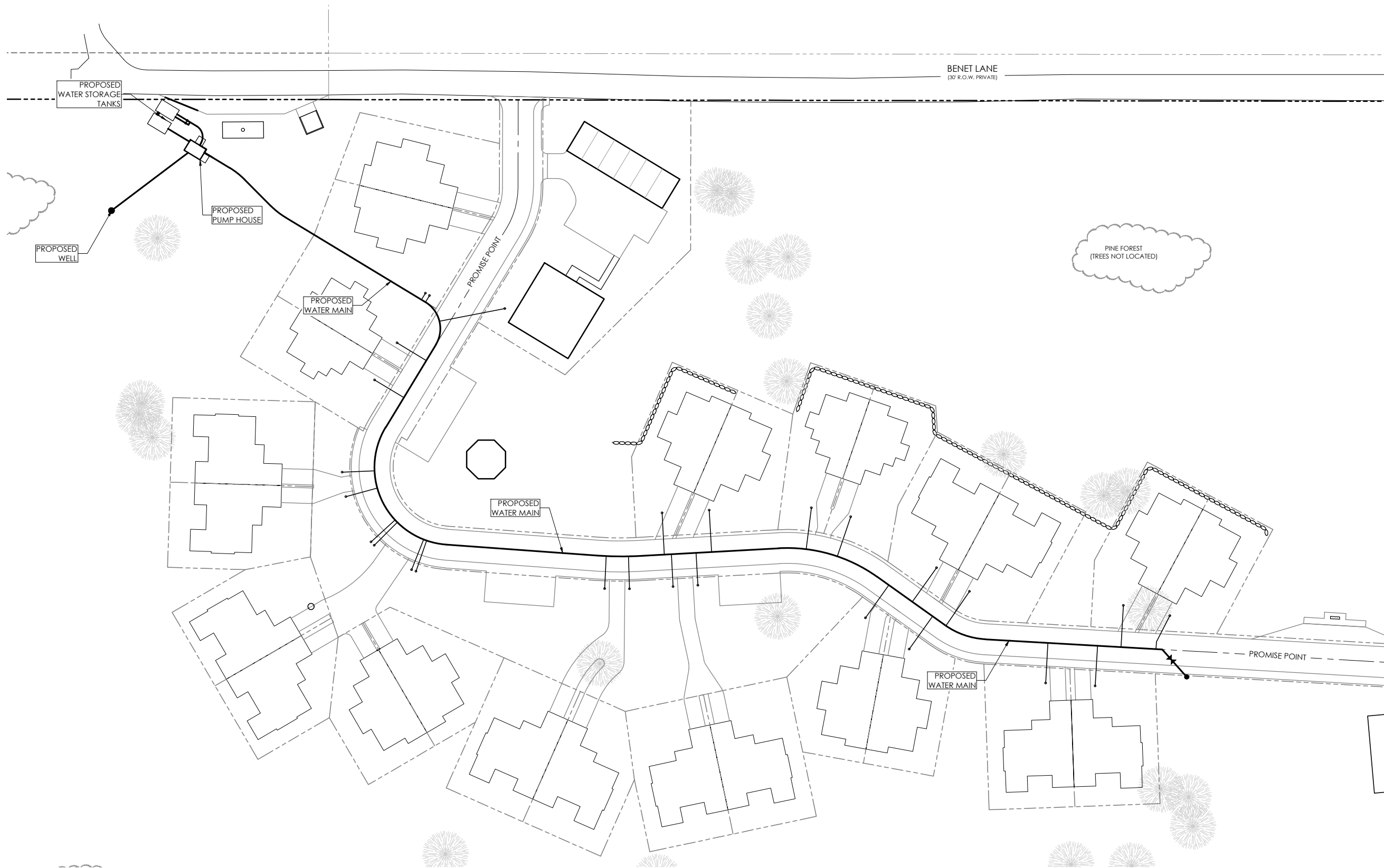
WALL/FLOOR DETAIL
 SECTION A-A
 SCALE 1" = 1'-0"



- NOTE:**
 1. A GEOTECHNICAL ENGINEERING INVESTIGATION REPORT IS REQUIRED FOR SOILS RECOMMENDATIONS REGARDING BUILDING FOUNDATION.

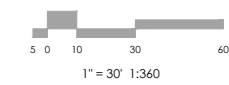
Attachment 5

Distribution system schematic



VICINITY MAP
NOT TO SCALE

BENCHMARK
FOUND PROPERTY CORNER SOUTHWEST OF BENET LANE
WHERE BENET LANES TURNS NORTH (APPROX. 1200 FT FROM
HIGHWAY 83). ELEVATION = 7502.79'



MVE, INC.
ENGINEERS & SURVEYORS

1903 Idamay Street, Suite 300 Colorado Springs CO 80909 719.655.5736

REVISIONS

DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
AS-BUILTS BY _____
CHECKED BY _____

SANCTUARY OF PEACE
RESIDENTIAL COMMUNITY

OVERALL
WATER SYSTEM PLAN

MVE PROJECT 61087
MVE DRAWING -WSYS-OVERALL

FEBRUARY 14, 2020
SHEET 1 OF 1

Attachment 6
Organizational chart

Organizational Chart

Vincent Crowder

Sanctuary of Peace POA

Water Operator

Contact List

Contact Name	Contact Position	Contact Address	Contact Phone #	Contact E-Mail Address
Vincent Crowder	POA Manager	3190 Benet Lane Colorado Springs, CO 80921	Cell (719) 355-1639 OFC (719) 633-0655	VCROWDER@BENETHILLMONASTERY.ORG
David Stanford	ORC	P.O. Box 1903 Woodland Park, CO 80866	(719) 687-2386	d.stanford@h2oconsultants.biz

Owner/Legal Entity

Name: Vincent Crowder/Sanctuary of Peace POA

List of Primary Responsibilities:

√	Ensure the facility is operated by an Operator in Responsible Charge (ORC) with appropriate certifications
√	Ensure all process control and system integrity decisions about water quality or quantity affecting public health or environment are made by an ORC
√	Ensure a certified operator is available on-site or in contact as needed to initiate appropriate actions in a timely manner for each operating shift
√	Keep a current ORC Reporting Form on file with the Water Quality Control Division

Requirements or Certifications

List of Additional Responsibilities:

√	Provide Funding
√	Work with operator

Owner/Legal Entity

Name: David Stanford/H2O Water Consultants/Water Treatment Plant Operator

List of Primary Responsibilities:

√	Control the processing of raw, treated, and finished water
√	Prepare and control chemical addition for water
√	Observe and respond to variations in operating conditions
√	Interpret instrument readings and adjust
√	Operate valves, gates and pumps
√	Maintain logs and records
√	Collect and/or analyze process control samples
√	Inspect and test new, modified, or repaired facilities prior to placing them in service
√	Implement preventative maintenance programs for facilities
√	Comply with laws, regulations, and reporting requirements

Requirements or Certifications

√	"C" Level Water Operator's Certificate & Level "1" Distribution System Certificate

List of Additional Responsibilities:

√	Keep records, Monitoring Plan, Operations Manual & Cross Control Program Manuals Current.

Attachment 7
Monitoring plan

Public Water System Monitoring Plan

System Name	SANCTUARY OF PEACE POA
PWSID (Assigned by Department)	CO0121702
County	EI Paso
School or Daycare	No
Describe Changes	Proposed New Water System

Submittal to the Department

Submit Online (Preferred): wqcdcompliance.com/login

Fax: 303-758-1398

WQCD - B2 - Drinking Water CAS

4300 Cherry Creek Drive South

Denver, CO 80246-1530

Revisions

Water systems are required to submit any changes to the Department within thirty (30) calendar days following the effective date of the change. **If submitting revisions please only submit the individual section(s) that changed.**

Monitoring Schedules

All routine monitoring information, facilities and sample points (with state assigned IDs), system classification, and system source classification is available at wqcdcompliance.com/schedules. Schedules are updated on a weekly basis and should be checked regularly for any changes.

Immediately call [303-692-3308](tel:303-692-3308) (or [1-877-518-5608](tel:1-877-518-5608) if after-hours) for:

1. Positive coliform or Positive *E. coli*.
2. Nitrate greater than or equal to 10.0 mg/L.
3. Nitrite greater than or equal to 1.0 mg/L.
4. Surface water high turbidity or inadequate disinfection.
5. Chlorine dioxide greater than or equal to 0.8 mg/L.
6. Chlorite greater than or equal to 1.0 mg/L.

Contact Information

Completed by: **Dave Stanford**

Signature:



Certification of Accuracy: I hereby certify that the information is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

System Physical Address (Not Mailing)

Address: **Promise Point**

City: **Colorado Springs** State: **CO** Zip: **80921**

System Phone: **719-355-1639** **System** Email: **VCROWDER@BENETHILLMONASTERY.ORG**

Administrative Contact (AC) Name: **VINCENT CROWDER**

(The primary contact person for all Department mail or other communications regarding drinking water compliance)

Mailing Address: **3190 BENET LANE**

City: **COLORADO SPRINGS** State: **CO** Zip: **80921**

Phone: **719-355-1639** E-mail: **VCrowder@benethillmonastery.org**

** If the Administrative Contact is also the Distribution or Treatment Operator and is not the owner or legal representative of the water system (e.g. contract operator), a signed delegation form must be submitted. (Form can be downloaded at: <https://www.colorado.gov/cdphe/monitoringplans>) **

Legally Responsible Water System Owner Name: **BENET HILL MONASTERY OF CO SPRINGS INC**

(An individual, corporation, partnership, association, state or political subdivision thereof, municipality, or other legal entity)

Mailing Address: **3190 BENET LANE**

City: **COLORADO SPRINGS** State: **CO** Zip: **80921**

Phone: **719-633-0655** Email: **VCROWDER@BENETHILLMONASTERY.ORG**

Emergency Contact Name: **David Stanford**

(Someone the Department can contact in an emergency if the administrative contact is unavailable)

Phone: **719-687-2386** Email: **D.STANFORD@H2OCONSULTANTS.BIZ**

Distribution System (DS) Operator Name: **DAVID STANFORD**

(A certified operator designated by the owner to have ultimate responsibility for decisions regarding operational activities)

Operator ID#: **6107** (not the certificate number)

Phone: **719-687-2386**

Email: **D.STANFORD@H2OCONSULTANTS.BIZ**

DS Operator Signature:



Treatment Operator Name: **DAVID STANFORD**

Same as DS? **Yes/No**

(A certified operator designated by the owner to have ultimate responsibility for decisions regarding operational activities)

Operator ID#: **6107** (not the certificate number)

Phone: **719-687-2386** Email: **D.STANFORD@H2OCONSULTANTS.BIZ**

Treatment Operator Signature:



Population Types and Seasons

Completed by: **Dave Stanford**

Signature:



Certification of Accuracy: I hereby certify that the information is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Service Connections provide water through a pipe or constructed conveyance for human consumption which includes drinking, showering, hand-washing, or cooking. Examples of service connections: single family homes, a metered multi-family dwelling unit, a business building, a mobile home trailer, or camp spigot.

Total Number of Service Connections (Residential and Commercial): **27**

Resident Population is the number of people who live there.

Resident Population: **54**

Non-Transient Population is the number of same people who have regular opportunity to consume the water for six months or more per calendar year, but do not reside there. These are usually students or employees. Regular opportunity is defined as four or more hours per day, for four or more days per week, for six months or more per year.

Non-Transient Population: **N/A** Season **N/A** (month) to **N/A** (month)

Transient Population is the daily average number of people who have an opportunity to consume the water, but are not residents or non-transients. These are customers, visitors, or seasonal employees

If your transient population varies by season you may specify multiple seasonal populations, otherwise enter January and December for the months.

Average Transients per day in the busiest month is **10** - Busy season **May** (month) to **September** (month)

Average Transients per day in the busiest month is **10** - Other season **May** (month) to **September**(month)

If you need assistance, please call (303) 692-3556 or visit colorado.gov/cdphe/dwcontact.

Definitions of the terms used in this form may be found in 5 CCR 1002-11 (Regulation 11) available at colorado.gov/cdphe/water-quality-control-commission-regulations.

Water haulers please follow the instructions in the operational handbook available at colorado.gov/cdphe/hauler.

Water Sources Definitions

Water Types

Groundwater (GW) - Any water under the surface of the ground being neither "surface water" nor "groundwater under the direct influence of surface water."

Surface water (SW) - Any water source that is open to the atmosphere and subject to surface runoff.

Groundwater under the direct influence of surface water (GWUDI or GU) - Any water beneath the surface of the ground with significant occurrence of insects or other macro-organisms, algae or large-diameter pathogens such as *Giardia lamblia* or *Cryptosporidium*; or significant and relatively rapid shifts in water characteristics such as turbidity, temperature, conductivity or pH that closely correlate to climatological or surface water conditions.

Purchased water (GWP, SWP or GUP) - Water that you receive (whether or not you purchase it) from another water system or water hauler.

Integration agreement - An agreement between two or more public water systems, one of which is a wholesale/supply system, whose distribution systems are physically connected. The systems agree to operate using a common set of standards that the wholesale system establishes for the purpose of maintaining and protecting drinking water quality. Integrated systems must submit their agreement to the Department for approval.

Availability

Permanent (P) - A primary water facility.


Emergency (E) - A water facility that is used only as the result of extreme circumstances, and is otherwise kept offline. This type of facility is most likely never used. Nitrate and total coliform samples would need to be obtained within 2 days after start-up and the **Department must be notified of start-up within 24-hours.**

Interim (I) - A water facility that is either used as a result of high water demand or out of necessity to maintain water rights. The facility may be used once every few weeks or months or once every few years. Routine Sampling will be required at the Entry Point to the Distribution System.

Seasonal (S) - A water facility that is typically used every year to aid a system in meeting high water demands. While a water system may not know when it will need a seasonal source, it is most often used every year. These also may be referred to as peaking facilities. Routine sampling will be required at the Entry Point to the Distribution System.

Water Source Details

Completed by: **Dave Stanford**

Signature: 

Groundwater Sources					
Facility ID (Assigned by Department)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	DNR Permit # - Aquifer Name	Well Depth at Completion
	Well # 1	P			1,000

Ground Water Under the Direct Influence of Surface Water Sources (GWUDI)					
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	DNR Permit # - Aquifer Name	Well Depth at Completion

Surface Water Sources			
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation

Purchased Water Sources							
Facility ID (Assigned by Dept)	PWSID - Name of Supplying Water System	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in use	Type (GW, SW or GWUDI)	Connection Location cross-streets	Do you receive treated or raw water	Approved Integration Agreement? Yes / No

Combined Raw Source Sampling Locations					
Used when raw sources blend and there is a sample tap that represents multiple blended sources					
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in use	Combining Sources Facility IDs and Names	Treatment Plant it Flows to

Water Treatment Codes

The codes below are generated by the USEPA for the purpose of standardizing the treatment processes as they are cataloged and tracked within the federal and state database programs. Water systems should have individual process flow diagrams for treatment; from these diagrams, each process should have an associated name. If you struggle to understand the different treatment codes below, please contact the Division's Engineering Section for assistance.

DISINFECTION

GASEOUS CHLORINATION (401)
HYPOCHLORINATION BLEACH (421)
CHLORAMINES (200)
CHLORINE DIOXIDE (220)
ULTRAVIOLET RADIATION (720)
OZONATION (541)
CONTACT TIME PROVIDED (825)

FILTRATION

ANION EXCHANGE (836)
CATION EXCHANGE (835)
FILTRATION, BAG (801)
FILTRATION, BAG - ROUGHING (810)
FILTRATION, CARTRIDGE (341)
FILTRATION, CARTRIDGE - ROUGHING (865)
FILTRATION, MICROFILTRATION (895)
FILTRATION, PRESSURE SAND (344)
FILTRATION, RAPID SAND (345)
FILTRATION, ULTRAFILTRATION (347)
FILTRATION, GREENSAND (343)
NANOFILTRATION (890)
NATURAL OR RIVERBANK FILTRATION (GWUDI) (826)
REVERSE OSMOSIS (640)

PRETREATMENT, COAGULATION AND SEDIMENTATION


AERATION (820)
ACTIVATED CARBON, GRANULATED (121)
ACTIVATED CARBON, POWDERED (125)
COAGULATION (240)
DISSOLVED AIR FLOTATION (880)
FLOCCULATION (360)
HYDRAULIC JET MIXING (831)
IN LINE STATIC MIXING (830)
MICROSCREENING (520)
PERMANGANATE (560)
PRESEDIMENTATION (840)
RAPID MIX (600)
SEDIMENTATION (660)
UPFLOW CLARIFIER (845)

OTHER FORMS OF TREATMENT

ACTIVATED ALUMINS (100)
ALGAE CONTROL (160)
BLENDING (896)
FLUORIDATION (380)
INHIBITOR, SILICATE (449)
INHIBITOR/SEQUESTERING AGENT, PHOSPHATE BASED (815)
PEROXIDE (580)
PH ADJUSTMENT - SUPPRESSION (847)
PH ADJUSTMENT - ELEVATION (848)
REDUCING AGENT (620)

Water Treatment Plant Details

Completed by: **Dave Stanford**

Signature: 

Treatment Plants				
Facility ID (Assigned by Department)	Plant Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	Contributing Sources Facility IDs and Names
	SANCTUARY OF PEACE WTP	P		Well #1
Treatment Codes (see previous page for codes)				
Provide a Detailed Description of the Water Treatment System (including descriptions of tanks used for disinfection contact time)				
Water will be pumped from well #1 to the treatment plant. HYPOCHLORINATION BLEACH (421) will be added to the raw well water at the water treatment/controls plant. Chlorinated water will move to chlorine contact tanks. From chlorine contact tanks water will flow to a water storage tank. The water distribution system will be pressurized using pumps drawing water from the water storage tank.				

Distribution System Definitions

Entry point -A location before or at the first customer which is representative of treated (finished) water. The entry point may represent treated water from multiple treatment plants and/or multiple sources. Sometimes the water treatment plant is the first tap.

Distribution system storage facility - Any treated (finished) water storage tank at the treatment plant or in the distribution system that is not considered part of disinfection contact time (i.e. after the entry point).

Booster treatment facilities - Any chemical booster stations after the first customer (such as disinfection or corrosion control chemical booster stations in the distribution system).


Consecutive connection - A master meter connection from your water system to another water system for purposes of supplying drinking water to the other system.

Integration agreement - An agreement between two or more public water systems, one of which is a wholesale/supply system, whose distribution systems are physically connected. The systems agree to operate using a common set of standards that the wholesale system establishes for the purpose of maintaining and protecting drinking water quality. **Integrated systems must submit their agreement to the Department for approval.**

Pump station - A facility used to pump water or increase water pressure. Pump stations are not used for chemical additions or other treatment and do not need to be reported on this form.

Distribution System Details

Completed by: **Dave Stanford**

Signature: 

Number of Distribution Systems

How many distribution systems does the system have? **1** If more than one, how are the distribution systems operated? (i.e. are they completely independent of each other or does water flow from one to another through operator-controlled valves, etc.):

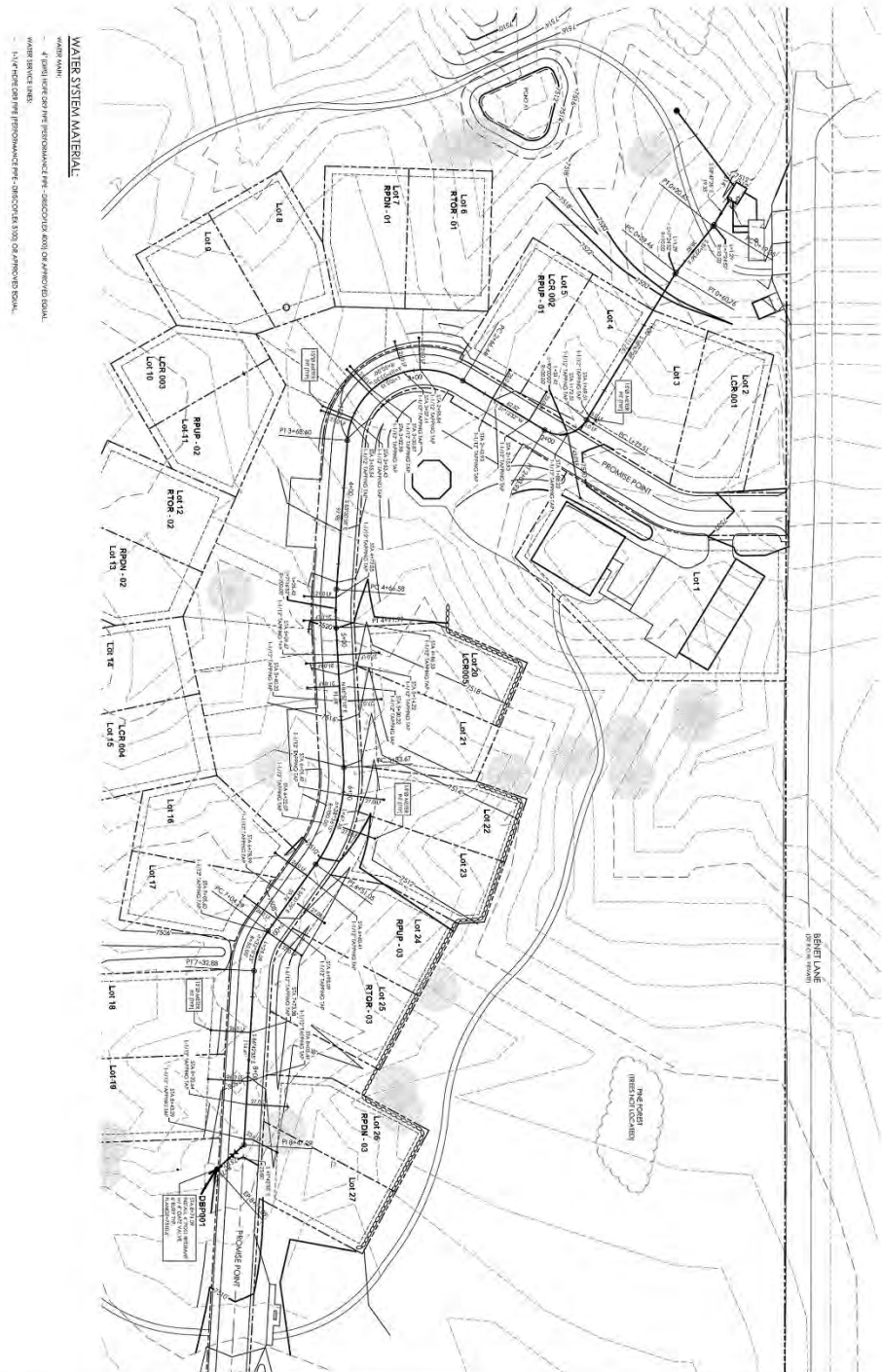
Entry Points to Distribution System	
<i>Residual Disinfectant, Nitrate, Nitrite, Inorganics, Volatile Organics, Synthetic Organics, Radionuclides, Chlorite, Chlorine Dioxide, and Bromate Must be Collected at All Entry Points</i>	
Facility ID (Assigned by Department)	Facility Name
	Entry Point to Distribution System

Storage & Other Facilities				
Facility ID (assigned by Department)	Facility Name	After Entry Point (In Distribution)	Contributing Treatment Plants (or Sources)	Tank Volume (gallons)
	Water Storage Tank		SANCTUARY OF PEACE WTP	

Booster Treatment Facilities (Post Entry-Point Treatment)		
Facility ID (Assigned by Department)	Facility Name	Treatment Description (use treatment codes)
	NONE	

Consecutive Connections Serving Another Water System			
Receiving System PWS ID and Name	Availability (P, E, I, or S)	Do you supply treated or raw water?	Integrated Agreement? Yes / No
NONE			

Map of Distribution System



PUDSP-19-002

MVE, INC.
ENGINEERS SURVEYORS

REGISTERED IN
ILLINOIS
REGISTERED NO.
028-0000000-0000

PROJECT NO.
19-002

DATE
FEBRUARY 14, 2020

SHEET 2 OF 6

1" = 30' 1:50'

W-2

DATE PLOTTED 6/10/21

DATE EXAMINED WSS3-WP


PROJECT NO. 19-002

DATE 2/14/20

SHEET 2 OF 6

Records Locations

Completed by: **Dave Stanford**

Signature: 

These records must be made available for inspection for Department staff during site visits.


Type of Record	Location Address	Retain no less than...
Total Coliform (TCR) and Fecal Coliform/ <i>E. coli</i> results AND distribution system residual disinfection monitoring results	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Revised TCR (RTCR) assessment forms or corrective actions as a result on an assessment, or other available summary documentation of the sanitary defects and corrective actions	3190 Benet Ln, Colorado Springs, CO 80921	5 years after completion of the assessment or corrective action
Chemical analyses results	3190 Benet Ln, Colorado Springs, CO 80921	10 years
All lead and copper rule documents and results	3190 Benet Ln, Colorado Springs, CO 80921	12 years
Violations of Regulation 11, including corrective action	3190 Benet Ln, Colorado Springs, CO 80921	3 years after corrective action is completed
Sanitary surveys, including any written reports, summaries or correspondences	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Variations or exemptions granted by the Department	3190 Benet Ln, Colorado Springs, CO 80921	5 years after expiration
Public notices and consumer confidence reports, including certification	3190 Benet Ln, Colorado Springs, CO 80921	3 years
Individual rule sampling plans	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Turbidity monitoring results	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Recycle flows information <ul style="list-style-type: none"> • Copy of original recycle notification and information submitted to Department • List of all recycle flows and frequency with which they are returned • Average and maximum backwash flow rate • Average and maximum backwash duration • Typical filter run length and how it is determined • Treatment provided for the recycle flow (including chemicals and doses) • Physical dimensions of the equalization/treatment units • Typical and maximum hydraulic loading rates • Frequency of solids removal 	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely
Individual filter turbidity monitoring results AND entry point residual	3190 Benet Ln, Colorado Springs, CO 80921	3 years

disinfection monitoring results		
Disinfection profiling results, including raw data and analysis	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely
Disinfection benchmark, including raw data and analysis	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely
Source water monitoring for Long Term 2 Surface Water Treatment Rule	3190 Benet Ln, Colorado Springs, CO 80921	3 years after bin classification
Notification to the Department that system meets criteria to avoid source water monitoring for Long Term 2 Surface Water Treatment Rule	3190 Benet Ln, Colorado Springs, CO 80921	3 years
Treatment monitoring associated with microbial toolbox options for Long Term 2 Surface Water Treatment Rule	3190 Benet Ln, Colorado Springs, CO 80921	3 years
Initial distribution system evaluation (IDSE) report submitted for the Stage 2 Disinfectants and Disinfection Byproducts Rule	3190 Benet Ln, Colorado Springs, CO 80921	10 years after report submitted
Corrective actions taken for the Groundwater Rule	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Invalidation of fecal indicator-positive groundwater source samples for the Groundwater Rule	3190 Benet Ln, Colorado Springs, CO 80921	5 years
For consecutive systems, documentation of notification to the wholesale system(s) of total coliform-positive samples	3190 Benet Ln, Colorado Springs, CO 80921	5 years
For systems conducting compliance monitoring for the Groundwater Rule <ul style="list-style-type: none"> Department-specified minimum disinfectant residual 	3190 Benet Ln, Colorado Springs, CO 80921	10 years
For systems conducting compliance monitoring for the Groundwater Rule <ul style="list-style-type: none"> Lowest daily disinfectant residual, date and any failure to maintain the Department-specified minimum disinfectant residual for a period of more than 4 hours Department-specified compliance requirements for membrane filtration, date and duration of any failure to meet those requirements for more than 4 hours 	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Storage Tank Rule - for each completed tank inspection, the inspection summary	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Backflow Prevention and Cross-Connection Control Rule - for Community Water Systems <ul style="list-style-type: none"> Testing, inspection and maintenance records for backflow prevention assemblies and methods. 	3190 Benet Ln, Colorado Springs, CO 80921	3 years

<ul style="list-style-type: none"> • Each annual BPCCC program report 		
Backflow Prevention and Cross-Connection Control Rule - for Non-Community Water Systems <ul style="list-style-type: none"> • Testing, inspection and maintenance records for backflow prevention assemblies and methods. • Each annual BPCCC program report 	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Water Hauler Rule <ul style="list-style-type: none"> • Water Hauler Operational Guide and associated required records 	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely

Revised Total Coliform and Groundwater Rule

Completed by: **Dave Stanford**

Signature: 

Total Coliform Site Information

Identify how the supplier will sample for total coliforms in the distribution system. The routine samples must represent the entire distribution system and should be rotated to different locations within the system if possible. This method allows for coverage of the distribution system without increasing the need for additional samples. Describe how the supplier will meet this requirement: **Sample sites will be rotated monthly**

Identify how the supplier will sample for total coliforms in the distribution throughout the sampling period (if applicable). A supplier must collect samples at regular time intervals throughout the month, unless otherwise allowed by the regulations. Describe how the supplier will meet this requirement: **One sample will be collected monthly**

Type	SDWIS Sample Point ID (Assigned by Department)	System Sample Point ID or Name	Address, City, Zip Code
Routine Site 1		Lot 6 RTOR - 01	Promise Point Colorado Springs, CO 80921
Repeat Upstream 1		Lot 5 RPUP - 01	Promise Point Colorado Springs, CO 80921
Repeat Downstream 1		Lot 7 RPDN - 01	Promise Point Colorado Springs, CO 80921
Routine Site 2		Lot 12 RTOR - 02	Promise Point Colorado Springs, CO 80921
Repeat Upstream 2		Lot 11 RPUP - 02	Promise Point Colorado Springs, CO 80921
Repeat Downstream 2		Lot 13 RPDN - 02	Promise Point Colorado Springs, CO 80921
Routine Site 3		Lot 25 RTOR - 03	Promise Point Colorado Springs, CO 80921
Repeat Upstream 3		Lot 24 RPUP - 03	Promise Point Colorado Springs, CO 80921
Repeat Downstream 3		Lot 26 RPDN - 03	Promise Point Colorado Springs, CO 80921

*To add rows to the table right mouse click on the table and click "insert row".

Distribution System Residual Disinfectant Monitoring	
<p>The residual disinfectant must be measured at the same time and the same location as each total coliform bacteria sample. Measurements must be conducted in the field by a certified operator or under the direction of the certified operator and must be written on each total coliform chain of custody when it is submitted to the laboratory.</p>	
<p>Disinfectant used in the distribution system:</p>	<p>HYPOCHLORINATION BLEACH (421)</p>
<p>Residual disinfectant quality assurance/quality control (QA/QC) - explain the exact procedures to be followed to ensure that the field test measurement will be accurate. This may be found in the manufacturer's literature: Follow Hach DR 890 Free Chlorine Measurement Procedures</p>	

FOR SYSTEMS WITH GROUNDWATER SOURCES		
<p>Suppliers that use a groundwater source and have a TC+ in the distribution system must collect a raw water sample from each groundwater source that was in use at the time of the TC+ sample.</p>		
<p>Identify where the raw water sample(s) will be collected</p>	<p>Does the raw water sampling site(s) represent more than one source? If so, describe the raw sources that combine</p>	<p>If the supplier is a consecutive system, describe how the supplier will notify its wholesaler within 24 hours of being notified of a TC+ sample:</p>
<p>Raw Water 001</p>	<p>NO</p>	

TTHM/HAA5 Stage 2 Disinfection Byproduct Sample Sites

Completed by: [Dave Stanford](#)

Signature: _____



Total Trihalomethanes (TTHM) and Haloacetic Acids (HAA5) Site Information

Determining Month of Peak Disinfection Byproduct (DBP) Formation:

- Many factors should be considered when determining your month.
- The main factor is water temperature.
 - August is typically the warmest month of the year with the highest water temperature.
 - For schools August or September is a typical peak month.
- Other factors beyond water temperature should be considered such as if water age is dramatically higher in a certain month of the year due to low use or snow runoff. April or May could contribute to a large spike in total organic material in the raw water.

Choosing Sample Sites:


- Alternate choosing between high TTHM and high HAA5 sample sites in the distribution system until the required number of monitoring locations has been met.
- High TTHM sites typically are where the water is oldest and chlorine residual is lowest.
- High HAA5 sites are typically near the ends of the distribution system where the chlorine residual is low, but above 0.2 mg/L or at mixing zones.
- Most systems with the option to sample both TTHM and HAA5 at one location or separately at two locations will probably find sampling at one location is justified since high TTHM and high HAA5 levels are at the same location based on the size and configuration of their water system.

Month of Peak Disinfection Byproduct Formation: [August](#)

SDWIS Sample Point ID (Assigned by Department)	System Sample Point ID or Name	Status	Address, City, Zip Code	Analyte
	DBP001	Proposed	Promise Point, Colorado Springs, CO 80921	TTHM/HAA5/Both

Community Lead and Copper Materials Evaluation Summary

Completed by: [Dave Stanford](#)

Signature: 

Materials Evaluation Summary by Tier Level	
Note: This is <u>not</u> a summary of the lead and copper sample pool. This is a summary of <u>all sites in the distribution system</u> that the supplier believes meets each of the criteria below.	
<u>Tier 1 Sites</u> - Single family structures, currently being used as either a residence or place of business	Number of Site Locations
Containing copper pipe with lead solder installed after 1982 and before 1988	0
Are served by a lead service line (no year restriction)	0
Containing lead pipes, goosenecks, or pigtails (no year restriction)	0
<u>Tier 2 Sites</u> - Multiple-family residences and buildings	Number of Site Locations
Containing copper pipe with lead solder installed after 1982 and before 1988	0
Are served by a lead service line (no year restriction)	0
Containing lead pipes, goosenecks, or pigtails (no year restriction)	0
<u>Tier 3 Sites</u> - Single-family structures	Number of Site Locations
Containing copper pipes with lead solder installed before 1983	0
<u>Representative Sample Sites</u> - Structures	Number of Site Locations
With plumbing material typically found throughout the distribution system	27
Describe the representative plumbing material: HDPE Water Mains, Service lines, and indoor plumbing	
Additional Information	


Please describe the verification process, if any, that was used to provide the information above:
[Proposed Water System Design Specifications](#). System design calls for HDPE water main with HDPE water service lines

Additional Information - Tier 1

If no Tier 1 sites were indicated above, please provide an explanation: [Proposed New Water System Build out Expected in 2021](#).

Lead and Copper Sample Sites

Completed by: **Dave Stanford**

Signature: 

Note: If you choose to update and maintain sites online at wqcdcompliance.com/login then please select the option to use the alternate section where sites are not required to be completed. For information on how to select sites please visit colorado.gov/cdphe/lcr.

Lead and Copper Definitions		
Structure SFR: Single Family Residence MFR: Multi-Family Residence B: Building SFB: Single Family Residence Used as Business	Status A = Active - Sampling N = Active - Not Sampling	Tier Level 1 = Tier 1 2 = Tier 2 3 = Tier 3 R = Represents System
Lead Service Line (LSL) NA = No LSL FLSL = Utility Owned LSL PLSL = Partially Owned LSL OLSL = Customer Owned LSL U = Unknown at This Time	Interior Plumbing CPLS = Copper Pipes with Lead Solder CP = Copper Pipes without Lead Solder NonCP = Non-Copper Pipes LP = Lead Pipes U = Unknown at This Time	Material Verification R = Records Review Verification P = Physically Verified I = Interview Verification U = Unverified

Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR001 LOT 2	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR002 LOT 5	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR003 LOT 10	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR004 LOT 15	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR005 LOT 20	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Attachment 8

Backflow prevention and cross-connection control plan



COLORADO
 Department of Public
 Health & Environment

**APPENDIX A: Backflow Prevention and Cross-connection Control
 Sanctuary of Peace BPCCC Program**

Purpose

This Backflow Prevention and Cross-connection Control Program outlines how the supplier of water specified below will implement its written BPCCC program and achieve compliance with Regulation 11.

Other potentially applicable backflow prevention and cross-connection control requirements are specified in Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes and in the Colorado Plumbing Code. The department has developed [Safe Drinking Water Program Policy 7](#) to assist public water systems achieve compliance with Regulation 11.

Public Water System Name & PWSID:	SANCTUARY OF PEACE POA / PWSID # CO0121702	
Public Water System Owner:	BENET HILL MONASTERY OF CO SPRINGS INC	
BPCCC Administrative Contact:	Vincent Crowder	
Address:	3190 Benet Lane	
	Colorado Springs, CO 80921	
Email:	VCrowder@benethillmonastery.org	
Phone:	719-355-1639	
Signatures of Owner or Administrative Contact:		
Effective Date	Name	Signature
02/15/2020	Vincent Crowder	

This BPCCC program will include and specify information regarding how this supplier identifies cross connections, performs surveys, and controls identified cross connections. This BPCCC program also address how this supplier will require that backflow prevention assemblies and methods be tested and inspected annually, how this supplier will track the installation, maintenance, and testing of assemblies and methods and how this supplier will ensure that assemblies are tested by a *Certified Cross-Connection control Technician(Regulation 11.37(1)(b))*.

****This program must be kept on file for review by the department. It can be revised by the department as necessary.

Water Quality Control Division

4300 Cherry Creek Drive South Denver, Colorado 80246

Backflow Prevention and Cross-connection Control Program

- (i) Process for conducting surveys.

Plans and Specs review of residential building plans, El Paso County Regional Building Department Plumbing Inspections, Plans and Specs review of the water treatment facility.

- (ii) Legal authority to perform a survey of a customer's property to determine whether a cross connection is present unless the supplier controls all non-single-family residential connections to the public water system with the most protective backflow prevention assembly or backflow prevention method.

{X} Other - explain below

Exhibit "A" Attached: DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS
SANCTUARY of PEACE RESIDENTIAL COMMUNITY
El Paso County, Colorado

- (iii) Process to select a backflow prevention assembly or backflow prevention method to control a cross connection.

Plans and Specs review of residential building plans, El Paso County Regional Building Department Plumbing Inspections, Plans and Specs Review of the water treatment facility

- (iv) Legal authorities to install, maintain, test, and inspect backflow prevention assemblies and/or backflow prevention methods and/or require customers to install, maintain, test, and inspect backflow prevention assemblies and/or backflow prevention methods.

{X} Other - explain below

Exhibit "A" Attached: DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS
SANCTUARY of PEACE RESIDENTIAL COMMUNITY
El Paso County, Colorado

- (v) Process to track the installation, maintenance, testing, and inspection of all backflow prevention assemblies and backflow prevention methods used to control cross connections.

All Single-Family Residential Properties within the distribution system, backflow prevention methods used within the water treatment plant will be tracked annually and reported.

- (vi) The process the supplier will use to ensure backflow prevention assemblies are tested by a Certified Cross-Connection Control Technician.

Backflow prevention methods used in the water treatment plant will not require testable backflow prevention assemblies per plans & specifications. Sanctuary of Peace is a single-family residential home subdivision.

Sample Backflow Prevention and Cross-connection Control Program

Department Notification

If we become aware of a suspected or confirmed backflow contamination event, the supplier must notify and consult with the department on any appropriate corrective measures no later than 24 hours after learning of the backflow contamination event. The notification should be made to the **24-hour Environmental Release and Incident Report Hotline at 1-877-518-5608**.

When reporting the event, please have available as much of the following information as possible:

- Date and time of event;
- Location of event;
- Type of threat or event;
- Public Water System Name and Identification Number;
- Water supplier contact name and phone number;
- Method of discovery (consumer complaint, witness, perpetrator, employee report);
- Response actions taken (water quality parameter testing, isolation of affected water);
- Recovery actions taken;
- Notifications made (customers, law enforcement, news media, etc.);
- Assessment of threat, if possible.

Regulation 11.39(7) requires that we notify the department within 48 hours in any instance the supplier becomes aware of any backflow prevention and cross-connection control violation and any backflow prevention and cross-connection control treatment technique violation specified in Regulation 11.39(6).

Such notifications to the department can be written, verbal, or made by other means. The department can be notified via telephone at 303.692.2000 and contacting the department's Water Quality Control Division's backflow prevention and cross connection control specialist. The department can also be notified via the Drinking Water Portal sent to the attention of the backflow prevention and cross-connection control specialist. The Drinking Water Portal can be found online at: <https://wqcdcompliance.com/login>

Public Notice Requirements

Regulation 11.39(7) requires that suppliers distribute Tier 2 public notice as specified in Regulation 11.33 in any instance the supplier becomes aware of any backflow prevention and cross-connection control treatment technique violation.

Regulation 11.39(7) requires that suppliers distribute Tier 3 public notice as specified in Regulation 11.33 a in any instance the supplier becomes aware of any backflow prevention and cross-connection control violation.

Please contact your department assigned compliance officer with any questions regarding public notice.

Sample Backflow Prevention and Cross-connection Control Program

(i) *Survey Process and Documentation*

Suppliers must survey all non-single-family-residential connections to the public water system to determine if the connection is a cross connection. The supplier must also survey all connections within the supplier's waterworks to determine if there are any cross connections present which could contaminate the public water systems or the facilities water supply system.

The supplier must identify the total number of non-single-family-residential connections to the public water system and connections within the supplier's waterworks. This number is the total number of connections to the public water distribution system that are not considered single - family connections. Acceptable survey process documentation includes the following: How the supplier will select service connections that need a survey; For example: Usage type - commercial, industrial, or multi-family; new or newly acquired connections; and/or questionnaire results.

Single-family means:

- A single dwelling which is occupied by a single family and is supplied by a separate service line;
- A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.
- If a water supplier has ownership and maintenance responsibilities of a service line up to a point of single-connections such connections may be considered a single-family-residential-connection even if this connection is to a multi-family dwelling unit. It is important to be aware that all other applicable parts of Regulation 11 will also apply to those new acquired waterworks (i.e. distribution system) and that any irrigation or other cross connections that are directly connected to the newly acquired service line would have to be controlled in accordance with Regulation 11.39.

Once the supplier has identified the total number of non-single-family residential connections, the supplier must survey the connections to identify cross connections. The supplier must document the process for conducting surveys. Surveys can be performed onsite by a person designated by public water system or can be of a questionnaire type. The supplier's survey process should identify potential service connections and uses that when identified may trigger cross-connection control requirements. The supplier's process should address how the supplier will select individuals to perform the survey including experience and/or training or certification qualifications to perform a survey. Additionally, the supplier must survey any waterworks and water supply systems associated with those facilities for cross connections.

If the supplier uses questionnaires, various methods may be used to distribute the questionnaires: email surveys, web-based surveys, written surveys, or telephone surveys. Questionnaires should provide examples of common cross connections to the customer who completes the survey. Questionnaires should ask that the property-owner indicate that the information is accurate to the best of their knowledge. If the supplier does not receive a response to a questionnaire or the results are inconclusive, the supplier is required to perform an onsite survey for cross connections or control the connection with the most protective backflow prevention assembly or method.

The results of surveys should be kept in a manner that allows the supplier to demonstrate that a survey has been performed and if any action was required based on the results of the survey.

It is important that newly constructed and renovated buildings are constructed in accordance with the local plumbing code. The code is intended to protect the internal potable water system and its

occupants from contamination that can be introduced via restrooms, kitchens, boilers, irrigation, HVAC systems, etc. It is equally important that the water supplier protect their distribution system from contamination that can be introduced via car washes, auxiliary water sources, fire suppression systems, irrigation and many other sources. Water suppliers need to perform cross connection identification surveys to identify potential cross connections within their distribution system.

***Note to supplier. Describe in this section how the supplier complies with the regulation and its survey requirements

(ii & iv) Legal Authority

The supplier must have a legally-enforceable mechanism that implements its written backflow prevention and cross connection control program as described in 11.39(2). The department recommends that the legally-enforceable mechanisms include specific provisions identifying customer requirements under 11.39(2)(a)(ii, iv) and the associated remedies that the supplier may utilize for failure of customer(s) to comply. If the supplier does not have a legally-enforceable mechanism in place, the department expects the supplier to perform the actions necessary to complete the indicated requirements in the regulation.

***Note to supplier. Provide a copy of the ordinance or user agreement in this section or discuss how the supplier implements the actions necessary to complete the indicated requirements in the regulation. As a reminder suppliers are prohibited from installing or permitting any uncontrolled cross connection to the distribution system or within the supplier's waterworks.

- Installing an uncontrolled cross connection means modifications or additions to waterworks or water supply systems that create a cross connection. The supplier is prohibited from intentionally performing any actions which would result in the creation of a cross connection.
- Permitting an uncontrolled cross connection in the context of Regulation 11.39 means the supplier has allowed their users or customers to continue to have an uncontrolled cross connection past the regulatory-defined timelines. If the regulatory-defined timelines have elapsed and the supplier has not taken any of the following actions; control the cross connection, remove the cross connection or suspends service to the identified connection***, then the supplier is allowing, or permitting, the cross connection to exist and is in violation of Regulation 11.

*** Note to supplier. Before suspension of service can be considered appropriate action the department expects that the supplier will confirm the following:

- The connection downstream of the valve used to suspend the service does not remain pressurized because the customer has access to an alternative source of water or a storage tank onsite
- If the cross connection is to a fire suppression system; suspension of service would not result in the building being inadequately protected from loss of life through fire. If there are service connections at the property separate from the fire suppression system causing the cross connection, a supplier may suspend service to one or all of those other service lines (e.g. domestic or irrigation) as an appropriate action.
- The supplier may receive a department approved alternative compliance schedule for identified cross connections that have not been controlled within 120 days. Department-approval of an alternative compliance schedule means either an email or other written communication from the department. The department has provided in [APPENDIX C - BPCCC Rule 120-Day Cross-connection Control Extension Application](#) for such request.
- Suppliers must specify the process that the water system will use to require the installation, maintenance, testing, and inspection of all backflow prevention assemblies and backflow prevention methods used to control cross connections. Generally, this is specified in one of the following: local government ordinances, user agreements or the public water system assumes full responsibility.

(iii) Identification of Cross Connections and Backflow Prevention Assembly or Backflow Prevention Method Selection

If the supplier discovers an uncontrolled cross connection and believes that a backflow contamination event has not occurred, the supplier must: first determine the type of backflow prevention assembly or backflow prevention method needed to control the cross connection and second install and maintain or require the customer to install and maintain a backflow prevention assembly or backflow prevention method at the uncontrolled cross connection, suspend service to the customer, or remove the cross connection, no later than 120 days after its discovery.

***Note to supplier. Suppliers should include in the written BPCCC program guidelines and criteria used to select the type of backflow prevention assembly or method used to control an identified cross connection. Guidelines and criteria should address examples of cross connections throughout the water systems distribution system along with the corresponding appropriate backflow prevention assembly and or backflow prevention method used to control the identified cross connection. Part 4.3 of SDWP [Policy 7](#) provides various examples of backflow prevention assemblies and methods and when the use of such assemblies and methods may be appropriate.

(v & vi) Tracking & Certified Tester Verification

Suppliers must specify the tracking mechanism it will use to verify the installation, maintenance, testing, and inspection of all backflow prevention assemblies and backflow prevention methods used to control cross connections. This section may include the process the supplier will use to ensure backflow prevention assemblies are tested by a Certified Cross-Connection Control Technician

***Note to supplier. Please provide a tracking spreadsheet or description of program or other method which the supplier is using to verify performance and compliance with Regulation 11.

- i. To be considered adequate, test reports used to document compliance with Regulation 11 must include all of the following:

Assembly or method information:

- a. Assembly or method type;
- b. Assembly or method location;
- c. Assembly make, model and serial number;
- d. Assembly size;
- e. Test date; and,
- f. Test result (pass/fail).

Certified Cross-Connection Control Technician information:

- a. Certified Cross-Connection Control Technician certification agency;
- b. Certification number;
- c. Certification expiration date or statement that certification is current;
- d. As an alternative to a-c, suppliers may provide documentation of an alternative validation process such as electronic login to reporting software where only current, certified cross-connection control technicians (or their companies) are given a login.

Exhibit "A"

DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS

SANCTUARY of PEACE RESIDENTIAL COMMUNITY El Paso County, Colorado

THESE DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS (the "Declarations") are made by the *Sisters of Benet Hill Monastery, through Benet Hill Monastery of Colorado Springs, Inc.*, a Colorado nonprofit corporation ("Declarant"), for their selves, their successors and assigns, to be effective upon recording of these Declarations in the public records of El Paso County, Colorado.

Declarant is the owner of certain real property which is located at 15760 Highway 83, El Paso County, Colorado, more particularly described in **Exhibit A** attached hereto (referred to herein as the "Sanctuary of Peace Property", or the "Property"), together with all water rights and permits, and rights and entitlements to extract and use the groundwater underlying said Sanctuary of Peace Property, used on or in connection with the Property, and the rights associated therewith, and all appurtenances, easements, facilities, and improvements located or to be constructed thereon. While Declarant likewise owns adjacent property outside of the Property and operates certain facilities thereon, no infrastructure, utilities, structures or amenities associated with this Property is in common use or association with such other property. The Benet Hill Monastery is not operationally associated with the Sanctuary of Peace Property and Subdivision, despite incidences of common ownership.

The Declarant hereby declares that all of the Subdivision as hereinafter described, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision, and for assurance of legal water usage, and all of which shall run with the land and be binding on and inure to benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

Certain documents are recorded in the real estate records of the Clerk and Recorder of El Paso County, Colorado at the reception numbers noted below, and referred to in these Declarations as pertaining to the Subdivision. These include the Findings of Fact, Conclusions of Law, Ruling of Referee, and Decree concerning underlying groundwater and approval of a Plan for Augmentation as entered by the Water Court, Water Division No. 2 in Case No. 18CW3019 recorded at Reception No. 218100150 ("Augmentation Plan" or "Water Decree"), attached hereto as **Exhibit B**.

1. Definitions. The following terms utilized herein shall have the following definitions for purposes of these Declarations:

A. Act. The Act is the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101 to 38-33.3-402, as amended from time to time. The Sanctuary of Peace Residential Subdivision is subject to the provisions of the Act.

B. Association. Declarant by these Declarations forms the Sanctuary of Peace Property Owners Association (the "Association"), to be incorporated consistent with the provisions of Colorado law for non-profit corporations. The Association shall represent the owners of Lots and Units within the Subdivision, and shall have the following powers:

i. To operate the Common Interest Community in accordance with these Declarations;

ii. To promote the health, safety, welfare and common benefit of the Owners and residents of the Subdivision consistent with the terms and conditions of these Declarations;

iii. To do any and all permitted acts and to have and exercise any and all powers, rights and privileges that are granted to an Association under the laws of the State of Colorado, consistent with these Declarations, and with any Bylaws, Rules or other forming or governing documents of the Subdivision and Association.

C. Board. "Board" means the Board of Directors of the Association, and shall also be the Executive Board as defined under the Act. Except as specified herein, or in the Association's Articles of Incorporation, Bylaws, or by C.R.S. §38-33.3-303(3), the Board may act on behalf of the Association without any vote or consent of the Members.

D. Building. "Building" means a separate building improvement currently located and those hereafter constructed upon the Property, and containing two individual Units, excepting (i) the Common House, as described herein, and (ii) associated Garages near the Common House. There will be a maximum of 15 Buildings on the Property. There will be a maximum of 26 Units, plus the Common House.

E. Common House/Community Center. The "Common House", and the associated parking structures, as described herein, are "Common Elements" to be maintained by the Association, though ownership of the Common House, and Lot 1 upon which it is located, is to be retained by Declarants. The Common House shall be available for use by Owners and their guests as a community amenity akin to a "Community Center", with reservations made through the Declarant during the period of Declarant Control, and through the Association thereafter. Declarant, as the owner of the Common House, shall have a right to the use of the Common House, utilizing the reservation process as may be further established by the Bylaws of the Association, when implemented.

F. Common Elements. The "Common Elements" are any and all real estate of the Common Interest Community which is not part of a "Lot" or Residential Unit, but including Lot 1 as depicted on the **Exhibit C** Plat map. Common Elements include but are not limited to: any and all private streets, roads, parking areas, or trails, any traffic control facilities, any culverts or other drainage facilities, centrally located mailboxes or

monument signs, the “augmentation well” as described herein and all associated water and wastewater systems, open space, and guest parking, and any and all appurtenant easements to the same, some of which shall remain in the ownership of Declarant, but all of which shall be managed by the Association.

G. Common Expenses. The “Common Expenses” are the expenses or financial liabilities for the operation of the Subdivision by the Association, including as necessary for the upkeep, maintenance, repair, restoration and replacement of Common Elements. “Common Expense Assessments are funds required to be paid by each Lot Owner in payment of such Owner’s pro-rata share of Common Expenses. These expenses may include, but are not limited to:

i. Expenses related to administration, maintenance, construction, improvement, repair or replacement of Common Elements;

ii. Expenses for utilities not separately metered and billed directly to Lot Owners, if any;

iii. Expenses declared to be Common Expenses by these Declarations or applicable law;

iv. Expenses agreed upon as Common Expenses by vote of the Owners;

v. Reasonable reserves established by the Association, if any, whether held in trust or by the Association for repair, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Association.

In addition, any costs and expenses imposed upon the Association which benefit fewer than all of the Lots within the Subdivision shall be a “Common Expense” but, except as otherwise stated in these Declarations, shall be assessed exclusively against those Lots benefitted.

H. Declarant. “Declarant” means the Benet Hill Monastery of Colorado Springs, a Colorado nonprofit corporation, its agents, employees, successors and assigns, to whom it specifically transfers all or part of its rights as Declarant hereunder. The Declarant hereby reserves any and all “special declarant rights” and “development rights” as created or set forth in the Colorado Common Interest Ownership Act and any other rights as set forth herein. Any such rights shall apply to the Property and shall terminate ten (10) years from the date of the recording of these Declarations, or as otherwise provided herein.

I. Declarations. “Declarations” means these Declarations of protective and restrictive covenants, as it may be amended or supplemented from time to time as herein provided. These Declarations shall be recorded in the office of the Clerk and Recorder of El Paso County, Colorado, and shall be indexed in the grantee's index in the name of Sisters of Benet Hill Monastery, Benet Hill Monastery of Colorado Springs, and the Sanctuary of Peace Property Owners Association, and in the grantor's index in the name of the Declarant.

J. Director. A Director is a member of the Executive Board of the Association. At all times and/or until lawful amendment of these Covenants, representatives of Declarant's choosing shall be Directors in sufficient number to constitute a majority.

K. Improvements. Improvements are any construction, structure, equipment, fixture, or facilities existing, or to be constructed on, the property that is included in the Common Interest Community/Subdivision, including, but not limited to, residences, buildings, trees, and shrubbery planted by Owners, the Declarant, or the Association, utility wires, pipes, poles, light poles, painting of the exterior surfaces of any structure, additions, outdoor sculptures or artwork, sprinkler pipes, garages, barns, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, patios, porches, sheds, fixtures, signs, exterior tanks, solar equipment, exterior air conditioning and central water softeners/fixtures, septic wastewater treatment systems, grading, excavation, filling, or similar disturbance to the land, including, change of grade, change of drainage pattern, change of ground level, or change of stream bed, and any change to previously approved Improvements.

L. Lot. If used in these Declarations, the term "Lot" shall mean one of the twenty-seven Lots created through the El Paso County land use planning process for the Sanctuary of Peace Subdivision. It is Declarant's intent that the Lot numbers used herein, if at all, correspond to the Lot numbers assigned on the Subdivision Plat.

M. Member. As used in these Declarations, the term "Member" shall be a member/Owner within the Association.

N. Mortgage means an interest in a residential unit or Lot created by contract which secures payment or performance of an obligation, including, without limitation, a lien created by a mortgage, deed of trust, assignment of leases or rents or other security interest intended as security and any other consensual lien.

O. First Mortgage means and refers to a Mortgage encumbering a residential unit or Lot having priority of record over all other recorded Mortgages. "First Mortgagee" means the person(s) or parties named in the First Mortgage, their successors and assigns.

P. Mortgagee means any person or other entity or any successor to the interest of such person or entity named as the mortgagee, assignee, beneficiary, creditor or secured party in any Mortgage.

Q. Open Space. For purposes of these Declarations, Open Space shall mean all portions of the Sanctuary of Peace Property, as described on **Exhibit A** except those portions which are "Lots" and further excepting roads, driveways or other Common Elements. Open Space may include wastewater treatment systems and associated infrastructure as Common Elements, but all Open Space, shall remain in ownership and control of the Declarant, unless otherwise expressly provided herein.

R. Owner means any Person, including Declarant, who owns the record fee simple interest in a Lot, or in the case of Declarant, fee simple interest in the Open Space. The term "Owner" shall exclude any Mortgagee.

S. Owner's Proportionate Share or "Proportionate Interest" means that percentage of the total which is the Owner's undivided interest in the Common Elements.

T. Period of Declarant Control means that period during which the Declarant shall be allowed to appoint the Board of Directors of the Association. The Period of Declarant Control commences upon recording of these Declarations and terminates upon the earlier of (i) the recording in the public records in El Paso County, Colorado of a notice executed on behalf of Declarant which terminates the Period of Declarant Control; (ii) ninety (90) days after the thirteenth (13th) Lot has been sold to a 3rd Party; or (iii) ten (10) years following the date on which these Declarations are recorded.

U. Person means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or combination thereof.

V. Plat means that certain document entitled "Plat of Sanctuary of Peace Subdivision," to be recorded in the Records of the Clerk and Recorder for El Paso County, Colorado, depicting the "Subdivision". The current version of the Plat is attached hereto as **Exhibit C**, and shall be periodically amended until approved by El Paso County planning authorities, at which time an amended and final **Exhibit C** shall be recorded and appended hereto by reference.

W. Residential Unit. Residential Unit means a single family dwelling which is contained within a Lot, and on one side adjoined to a "Paired Unit" located on an adjacent Lot, with the adjoining walls, floors and ceiling deemed to be perimeter for such adjoined side, as more particularly described in Paragraph 3, below. The term Residential Unit shall include all fixtures and improvements which are contained within a Residential Unit, together with all interior non-load bearing walls within the Residential Unit, and all exterior load bearing walls except for to an adjoining Residential Unit, as further described herein, as well as the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings. The term further includes all structural components for the Residential Unit (except as otherwise expressly provided below). The boundaries of the Residential Units shall be shown on the recorded Plat map which shall be incorporated herein by this reference, preliminary version attached hereto as **Exhibit C**.

X. Rules. The Rules are the regulations for the use of Common Elements and for the conduct of persons within the Common Interest Community, as may be adopted by a simple majority of Owners from time to time pursuant to these Declarations.

2. Residential Unit/Paired Home Properties. The Residential Units within the Subdivision are "paired homes", with each such unit adjoining another on one party wall, which likewise forms a property line between the associated Lots.

A. Repair and Maintenance of Party Walls. All "party walls", i.e., common walls built as part of the original construction, being the adjoined wall of paired homes, as also form the dividing lines between Lots, shall be repaired and restored by

the Owners who share the party walls in the event of damage caused by fire or other casualty. The affected Owners shall share equally in the cost of the repairs. Notwithstanding the foregoing, an Owner who, by the Owner's own negligent or willful act, causes damage to a party wall shall bear the whole cost of repairing such damage. Each Owner shall be responsible for maintaining and making cosmetic repairs to the interior surface of and wall coverings on any party wall within the Owner's Residential Unit. The Association shall not be responsible for enforcement of any payment obligations of an Owner under this Paragraph 2.

B. Right to Contribution to Run With the Land. The right of an Owner to contribution from another Owner for repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot. The obligation of an Owner to contribute to the cost of repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot.

C. Party Wall Easement. Each Owner and the Owner's agents and contractors are granted a non-exclusive easement in, over, under and upon adjacent Lots for the purpose of party wall repair and maintenance, upon reasonable notice to the affected Owner(s). Any damage to the adjacent/adjoining Lot or Residential Unit caused by the exercise of this easement shall be the responsibility of the Owner whose act or omission caused such damage.

D. Party Wall Encroachments. It is intended that the adjoining Residential Units shall be placed and constructed on the Lots so that the common Lot lines separating two adjoining Residential Units shall be located between the two adjacent Residential Units, along the center of the party wall, and shall separate the adjacent Residential Units. However, easements for encroachments are hereby created and granted along and adjacent to said common Lot lines so that if any part of any Residential Unit, as a result of original construction, encroaches across a Lot line and onto an adjacent lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Encroachments referred to in this paragraph include but are not necessarily limited to encroachments caused by minor error in placement of the original construction of Townhomes, minor jogs in the foundations or structure of walls, and minor deviations between the dimensions shown on the recorded Plat of the Lots involved and the actual location of the Lot lines in the field.

E. Mechanic's Liens. Each Owner's Residential Unit shares a party wall with an adjacent Residential Unit, and each Owner agrees to indemnify and hold harmless the Owner of the adjoining Residential Unit for any claims, causes of action, losses, costs, expenses (including reasonable attorneys' fees), damages, judgments and mechanics' and materialmen's liens arising in connection with any material supplied or services rendered to make repairs or replacements for which the first-mentioned Owner is responsible.

F. Modification of Residential Unit Exterior or Landscaping. To assure uniformity in the appearance of the community and the Residential Units therein, no Owner may materially modify the front yard of the Owner's Lot, including any landscaping, or any portion of the exterior of the Owner's Residential Unit, including porches, decks,

fences, driveways, sidewalks and the like, without the prior written approval of the Board in accordance with these Declarations.

G. Insurance on Residential Units. Property casualty and other insurance insuring the Residential Units will be provided by the Association and assessed against each Townhome Owner as either part of annual assessments, or as a special assessment as provided herein, provided the Association Board has approved the provision of such insurance for the Residential Units. Owners shall be solely responsible, at their own expense, for providing all other insurance covering loss or damage to that Owner's fixtures, appliances, furniture, furnishings or other personal property supplied, maintained or installed in the Residential Unit by the Owner and covering liability for injury, death or damage occurring within the Residential Unit and upon the Lot that is not otherwise covered under insurance provided by the Association.

i. Repair or Reconstruction. Any insurance proceeds payable upon damage or destruction of a Residential Unit or Lot received by an Owner shall be applied by the Owner to repair or replace the Residential Unit or portion of the Lot damaged or destroyed, unless (a) the Association, (b) each Owner of a Residential Unit so damaged or destroyed, (c) the holders of any note secured by mortgages or deeds of trust which encumber such Residential Units, (d) each Owner of an undamaged Residential Unit; and (e) the holders of any notes secured by mortgages or deeds of trust encumbering such undamaged Residential Units, all elect not to rebuild. In such latter event, the damaged or destroyed Residential Unit(s) and the Lot(s) upon which they are situated shall be sold and the net proceeds received therefrom, together with the insurance proceeds applicable thereto, shall be allocated among and paid to the Owners of the Residential Units so damaged or destroyed, the holders of any notes secured by mortgages or deeds of trust encumbering such Residential Units, and the Association, as their respective interests may appear, on the basis of value of the Residential Units prior to loss, all as determined by an appraiser selected by (f) the Association and Owners of damaged property; or (g) if they cannot agree within 20 days, then by the Association alone.

ii. Insufficient Insurance Proceeds. If the proceeds from an Owner's insurance are not sufficient to cover the full cost of repair or replacement, the Owner shall be liable for such deficiency of funds. If two adjoining Residential Units sharing a party wall are repaired or rebuilt under this paragraph, but the insurance proceeds are insufficient to pay all of the cost, the Owners of the Residential Units involved each will contribute to the extent that the insurance proceeds allocable to their respective Residential Unit are inadequate to cover the repair costs. If the Owners involved are unable to agree on the allocable amounts, the amount to be contributed by each Owner will be determined by an appraiser appointed in the manner described above. Reconstruction shall be in accordance with the original specifications for the Residential Unit(s) or changes agreed upon by Owner and the Association. Reconstruction shall begin within 60 days after an insurance settlement agreement has been reached, unless a later date is agreed upon by Owner and the Association.

H. Right of First Refusal. Declarant does hereby expressly reserve a Right of First Refusal upon each Residential Unit within the Sanctuary of Peace planned community, effective upon any transfer of title thereof. Such exclusive and irrevocable right of first refusal and first option to purchase, is and shall be upon the terms and

conditions hereinafter set forth, unless more specific or contrary terms are contained in a specific deed or instrument of conveyance for a specific Residential Unit. The absence of a specific term identifying this right of first refusal in such a conveyance instrument shall have no bearing upon the right of first refusal reserved in these covenants.

i. Exercise of First Option: This right of first refusal or first option to purchase may only be exercised by Declarant, and must be so exercised within 90 days of notification by the seller/owner of a Residential Unit/Lot that said Owner desires to sell the subject Residential Unit, or upon any non-sale transfer of ownership (*i.e.* gift, devise, foreclosure, etc.). Each Owner is expressly required by these covenants to provide Declarant with written notice of intent to sell as a prerequisite to any sale to a third party, and any entity involved in a non-sale transfer of a Residential Unit/Lot (*i.e.* a Receiver, Personal Representative, Trustee, etc.) shall notify Declarant prior to any such transfer being effective. Should Declarant not express in writing within said 90-day period its intent to purchase the Residential Unit under this Right of First Refusal, such right is forfeit and said Owner may sell to a 3rd party without regard to such right of first refusal. Notwithstanding the foregoing, Declarant's Right of First Refusal shall be binding upon such new 3rd party Owner if and when such Residential Unit is again placed or sale.

iii. Terms of Purchase under Right of First Refusal: Should an Owner elects to sell a Residential Unit, and Declarant within the above referenced 90 days expresses its desire to exercise the first refusal rights granted under the terms of these covenants, the terms of purchase by Declarant shall be as follows:

a. \$1,000.00 more than the highest bona fide written offer to purchase said Residential Unit/Lot received by Seller from any third party;

b. \$1,000.00 more than the established "market value" of said Residential Unit/Lot for any non-sale transfer of property. For purposes of this Paragraph 2.H.iii.b., "market value" shall be determined by an MAI appraiser selected by Declarant, whose appraisal fee shall be paid by Declarant, based upon typical appraisal methods generally utilized.

iv. Title: Within fifteen (15) days after the Declarant has exercised his or her right of first refusal, the Owner selling such Residential Unit/Lot shall deliver to the Declarant a Certificate of Title or title abstract covering the subject Residential Unit which shall reflect that marketable fee simple title to the subject property is vested in said Owner and that same is insurable by a title insurance company licensed to do business in the State of Colorado. Said Certificate or abstract shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations consistent with the description of such interests in these Covenants. Should said Certificate or Abstract reflect any other exceptions to the title unacceptable to Declarant, Declarant shall notify the Owner in writing of any defects within fifteen (15) days (the title review period) and the Owner shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Owner is unable to make the title acceptable to Declarant within such reasonable time, it shall be the option of the Declarant either to accept the title in its existing condition with no further obligation on the part of the Owner to correct any defect, or to cancel the Right of First Refusal as to the subject Residential Unit, in which instance this Right of First Refusal shall be forfeit,

and the Owner shall be free to sell the Residential Unit to 3rd parties, subject to the ongoing Right of First Refusal of Declarant upon such 3rd parties in the future described in this Paragraph 2.H.

I. Consistent with the timelines and valuation mechanisms described in Paragraph 2.H., above, Declarant likewise reserves a right of first refusal for the benefit of the Association, should the Declarant at any time elect to divest its self of ownership and control of Lot 1, the Common Areas or the Open Space. The Association shall have a right of first refusal in the acquisition of all such interests, in such event.

3. Name and Type of Common Interest Community. The name of the Common Interest Community is Sanctuary of Peace. Sanctuary of Peace is a planned community.

A. Association. The name of the Association is Sanctuary of Peace Homeowners Association, Inc., a Colorado non-profit corporation.

B. Subject to the Act. The property covered by the Subdivision is subject to CCIOA/the Act.

4. Maintenance, Use, Valuation and Taxation of Lots/Property.

A. Individual Lots. It shall be the obligation of each Owner of a Lot within the Subdivision, at such Owner's expense, to make all efforts to keep neat, attractive, and in good order such Owner's residence and the exterior portions of the dwelling thereon, and to maintain, repair, and replace the same, consistent with the terms, conditions, covenants and restrictions provided herein. Notwithstanding the foregoing, the Association shall be generally responsible for the maintenance and upkeep of all structures within the Sanctuary of Peace, including all Residential Units and Common Elements, excepting routine cleaning and maintenance.

B. Duties of the Association. The Association shall maintain, repair, replace, keep free from snow and in good order, to the extent that such functions are not expected to be performed by any political subdivision of the State of Colorado, all of the Common Elements, including, but not limited to, any private common roadways and as depicted on the Plat, the central water system, central wastewater system, and open space. "Maintenance" or "repair" includes, but is not limited to, graveling, paving, draining, removing snow, clearing, or providing any other maintenance or repair-type service however defined, on any private roadway which may be part of the Common Elements. The Association may, from time to time, hire and/or contract with third parties to achieve the objectives of this Paragraph 4.B., including licensed water and wastewater operators. If any such expense is attributable to a specific Owner, such expense may be assessed following Notice and Hearing.

C. Common Elements Cannot be Partitioned. The Common Elements shall be owned as fractional undivided interests appurtenant to the Lots and shall remain undivided. No party, including Owner(s) nor the Association, shall bring an action for partition or division thereof, it being agreed that this restriction is necessary in order to preserve the rights of the Owners, and each Owner hereby expressly waives any and all such rights of partition he may have by virtue of his ownership of a Lot.

D. Separate Taxation. All taxes, assessments and other charges of the State of Colorado or of any political subdivision or of any special improvement district or of any other taxing or assessing authority, shall be assessed against and collected on each Lot separately, and each Lot shall be carried on the tax books as a separate and distinct parcel. For the purpose of valuation for assessment, the valuation of the Common Elements shall be apportioned among the Lot owners in proportion to the fractional undivided Proportionate Interests in Common Elements. Tax exempt entities owning Lot(s) or portions of the Common Elements, if any, shall maintain such tax-exempt status notwithstanding anything to the contrary in these Declarations. The Association or the Declarant shall deliver to the County Assessor of the County of El Paso, Colorado any written notice required by the Act, setting forth descriptions of the Lots and Residential Units thereon, and shall furnish all necessary information with respect to such apportionment of valuation of Common Elements for assessment. The lien for taxes assessed to any Residential Unit or Lot shall be confined to that Residential Unit or Lot. No forfeiture or sale of any Lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Lot, nor shall any such liens in any manner attach to or otherwise affect Common Elements. In the event that such taxes or assessments for any year are not separately assessed to each Owner, but rather are erroneously assessed on the Property as a whole, then each Owner shall pay his Proportionate Interest thereof in accordance with his ownership interest in the Common Elements, and in said event, such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Owners their proportionate share of taxes or assessments for any year in which taxes are erroneously assessed on the Property as a whole.

E. Ownership and Title. A Lot may be held and owned by more than one Person as joint tenants, tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado. Each such Owner shall have and be entitled to the exclusive ownership and possession of his Residential Unit and the use of his Lot, subject to the provisions of these Declarations and applicable law.

F. Use of Common Elements. Subject to the restrictions herein, each Owner, and, his guests and permittees, shall have the non-exclusive right to use and enjoy the Common Elements for the purpose for which they are intended, subject to the rules and regulations of the Association, without hindering or interfering with the lawful rights of other Owners. It is expressly acknowledged that open space surrounding the Lots within the Subdivision, while available for Members' use as though it were a Common Element as specifically described herein, remains in the ownership of the Declarant, along with Lot 1 and the Common House thereon.

G. Charges for Use. Except for the assessments and other sums set forth herein, no Lot Owner shall be required to pay any additional fees or charges in connection with such Owner's use of any of the Common Elements; provided, however, the Association may undertake on a contractual basis any activity, function or service, for the benefit of all, some, or any Owners who agree to pay therefore, separate and apart from the assessments hereunder.

H. The Declarant, and the Association, shall have the right to construct new additions to the Common Elements upon written consent of all of the Owners, or if by Declarant, during the period of Declarant Control as provided herein without such consent. If the Declarant or the Association makes any new additions of Common Elements to be constructed hereafter, then, except as may be otherwise provided herein, (i) each Owner shall be responsible for his Proportionate Interest of any increase in Common Expenses created thereby, and (ii) each Owner shall thereafter have an undivided Proportionate Interest in the new additions as with all Common Elements, exception such Common Elements as remain in Declarant's ownership.

5. Easements. The Property, and all portions thereof, shall be subject to all recorded licenses and easements including, without limitation, any as shown on any recorded plat affecting the Property, or any portion thereof, and as shown on the **Exhibit C** Plat map, as may be amended.

A. Ingress and Egress and Support. Each Owner shall have a perpetual non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over, upon, and across the Common Elements necessary for access to that Owner's Lot, public or private streets, and each Owner shall have the right to the horizontal and vertical support of his Unit.

B. Association Use.

i. The Association, its officers, agents and employees shall have a non-exclusive easement to make such use of and to enter into, upon, across, under or above the Common Elements as may be necessary or appropriate to perform the duties and functions which it is permitted or required to perform pursuant to these Declarations or otherwise, including but not limited to the right to construct and maintain on the Common Elements any maintenance and storage facilities for use by the Association.

ii. The Association shall have a non-exclusive easement to make use of and to enter into, upon, across, under or above the Common Elements as may be necessary or appropriate to perform the duties and functions to which it is permitted or required to perform pursuant to these Declarations or otherwise.

C. Repairs - Ordinary and Emergency. If any Common Elements, or portions thereof, are located within a Residential Unit or upon a Lot (*i.e.* water/septic infrastructure), or are conveniently accessible only through a Residential Unit/Lot, the Association, its officers, agents or employees shall have a right to enter such Residential Unit/Lot after service of reasonable written notice and during regular business hours, for the inspection, maintenance, repair and replacement of any of such Common Elements or after service of such notice, if any, as is reasonable under the circumstances, at any time as may be necessary for making emergency repairs to prevent damage to the Common Elements or Lots or Residential Units. The Association expressly reserves a non-exclusive easement for such purposes. Damage to any part of a Residential Unit or Lot resulting from the above-described repairs or any damage caused to another Residential Unit or a Lot by the Common Elements located outside of the Residential Unit, including without limitation broken sewer/septic lines or water lines, shall be a Common Expense of all of the Owners, unless such damage is the result of the misuse or

negligence of one or more particular Owners, or their permittees, in which case such Owner or Owners shall be responsible and liable for all of such damage and may be charged for any cost thereof by special assessment. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of the above-described repairs or from action taken to comply with any law, ordinance or order of any governmental authority. Damaged improvements, fixtures or personalty shall be restored to substantially the same condition in which they existed prior to the damage.

D. Encroachments. If any part of the Common Elements encroaches upon a Residential Unit or Lot, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Residential Unit or Lot encroaches upon the Common Elements, or upon any adjoining Lot or Residential Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that a Residential Unit is partially or totally destroyed and then rebuilt, the Owners agree that minor encroachments of parts of the Common Elements due to such construction activities shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Residential Unit or appurtenance thereto constructed on the Property, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction. Such encroachments and easements shall not be considered or constructed to be encumbrances on the Common Elements or on the Residential Units or Lots. In interpreting any and all provisions of these Declarations, subsequent deeds, mortgages, deeds of trust or other security instruments relating to Residential Units and Lots, the actual location of a Residential Unit and established Lot lines shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Lots and Residential Units on the **Exhibit C** Plat map, as may be amended.

E. Utilities. Easements for the benefit of the Association are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the Common Elements, Lots, and the walls of the Residential Units whether or not within the intended Lot or Residential Unit boundaries, and easements are hereby declared for the purposes of installing utilities or services.

F. Public Servants and Emergencies. Subject to the provisions of these Declarations, a non-exclusive easement is further granted to all police, sheriff, fire protection, ambulance and all similar persons to enter upon the streets, Common Elements, and the Property in the proper performance of their duties.

G. Easements Deemed Created. The easements, uses and rights herein created for an Owner shall be deemed appurtenant to the Lot and Residential Unit, or other property, of that Owner, and all conveyances of Lots hereafter made, whether by Declarant, the Association, or otherwise, shall be construed to grant or reserve the easements, uses and rights set forth herein, even though no specific reference to such easements or this paragraph appears in the instrument for such conveyance.

H. Construction - Declarant's Easement. The Declarant reserves the right to perform warranty work, repairs, and construction work on all Lots and Common Elements, to store materials in secure areas, and to control, and have the right of access to, work and repairs until completion of Declarant's work within the Subdivision. All work may be performed by the Declarant and his agents and assigns without the consent or approval of the Association. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising their rights, whether arising under the Act or reserved in these Declarations. This easement includes the right to convey access, utility, and drainage easements to utility providers, special districts, El Paso County, or the State of Colorado.

I. Granting of Future Easements. The Common Interest Community may be subject to other easements or licenses granted by the Declarant if provided for by these Declarations.

J. Easements Reserved and Restrictions on Drainage Easements. Easements and rights of way are reserved on, over, and under the Common Elements and the Lots as shown on the Plat, or as may be constructed at the time of the sale of Lots, for construction, maintenance, repair, replacement, and reconstruction of poles, wires, pipes and conduits for lighting, heating, air conditioning, electricity, gas, telephone, drainage and any other public or quasi-public utility service purposes, for sewer and pipes of various kinds, and for any other necessary maintenance or repair, and specifically for drainage and septic systems associated with the Subdivision.

6. Signs and Marketing. The Declarant reserves the right to post and maintain signs and displays on any Lot owned by Declarant and in the Common Elements in order to promote sales of Lots. Declarant also reserves the right to conduct general sales activities in a manner that will not unreasonably disturb the rights of Lot owners.

7. Declarant's Property. The Declarant reserves the right to remove and retain all his property and equipment used in the sales, management, construction, and maintenance of the Property, whether or not they have become fixtures.

8. Declarant Control of the Association.

A. Subject to Paragraph 8.B. below, there shall be a period of Declarant control of the Association, during which a Declarant, or any persons designated by the Declarant, may appoint and remove the officers of the Association, and Directors of the Executive Board, and such persons are not required to be Lot owners. The period of Declarant control shall terminate no later than the later of:

i. Two years after conveyance to Lot owners other than a Declarant of 75 percent of the Lots that may be created in the Common Interest Community (i.e. 60 days following the sale of the 21st Lot); or

ii. Two years after the last conveyance of a Lot by the Declarant in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers of the Association, and Members of the Executive Board, before termination of the period described above. In that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the

Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective; or

iii. Ten years after recording of these Declarations.

B. Not later than 60 days after conveyance to Lot owners other than a Declarant of 25 percent of the Lots (*i.e.* 7 Lots), at least one Director of the Executive Board shall be elected by Lot owners other than the Declarant. Not later than 60 days after conveyance to Lot owners other than a Declarant of 50 percent of the Lots (*i.e.* 14 Lots), not less than 2 of the Members of the Executive Board must be elected by Lot owners other than the Declarant.

C. Not later than the termination of any period of Declarant control, the Lot owners shall elect an Executive Board of at least five Directors, all of whom shall be Lot owners, except for such Directors who are appointed representatives of Declarant. If any Lot is owned by a partnership, limited liability company, corporation, or similar entity, any officer, partner, manager, member, or employee of that Lot owner shall be eligible to serve as a Director of the Executive Board and shall be deemed to be a Lot owner for the purposes of the preceding sentence. The Executive Board shall elect the officers. The Executive Board Directors and officers shall take office upon election.

D. Notwithstanding any provision of these Declarations, or the Bylaws to the contrary, following proper notice, the Owners, by a vote of 67 percent of all Owners present and entitled to vote at a meeting of the Owners at which a quorum is present, may remove a Director of the Executive Board, with or without cause, other than a Director appointed by the Declarant. Declarant's appointed Executive Board Director, as described above at Paragraph 1.J., shall at all times be the the President of the Association, notwithstanding anything to the contrary herein.

9. Limitations on Special Declarant Rights. Unless terminated earlier by an amendment to these Declarations executed by the Declarant, any Special Declarant Right as described by statute may be exercised by the Declarant until the later of the following: as long as the Declarant (a) is obligated under any warranty or obligation; (b) owns any Lot/Unit; (c) owns any Security Interest in any Lot/Unit; or (d) ten (10) years have elapsed after recording of these Declarations. Earlier termination of certain rights may occur by statute.

10. Liability for the Common Expenses. Except as expressly provided elsewhere in these Declarations, the percentage of liability for Common Expenses allocated to each Lot shall be based *pro rata* to the total number of Lots in the Common Interest Community (*i.e.*, 1/27th per lot). Even should an Owner combine two Lots with the intent of utilizing the combined lots as a single residence, such combined Lots shall nonetheless be assessed as individual lots on a 1/27th basis for purposes of assessments. Nothing contained in this Paragraph 10 shall prohibit certain Common Expenses from being apportioned to particular Lots consistent with the terms and conditions of these Declarations, when such expenses are not related to all lots equally.

11. Votes. The Owners in the Common Interest Community, including the Declarant as to any Lots owned by the Declarant and as to the Open Space, shall have one vote in the affairs of the Association per lot owned provided, with additional votes

allocated to the Open Space based upon acreage, Common Elements thereon, and preservation equities, equivalent to 26 Lots; however, that if an Owner combines two or more Lots with the intent of utilizing the combined lots for a single residence, such resulting combined Lots shall have only a single vote. If more than one person owns a Lot, those persons must agree on how to cast that Lot's membership vote. Co-owners may not cast fractional votes. A vote by a co-owner for the entire Lot's membership interest shall be deemed to be pursuant to a valid proxy, unless another co-owner objects at the time the vote is cast, in which case such Lot's membership vote shall not be counted. Combined Lots shall each have one vote (*i.e.*, thereby resulting in fewer total votes).

12. Architectural Control.

A. No portion of the Property shall be used at any time for any purpose other than residential purposes, either temporarily or permanently, excepting home-office type purposes as may be permissible under El Paso County zoning and land use regulations applicable to the Property, provided no traffic or non-residential parking is associated with such home-office/business uses.

B. No Owner shall undertake any work to the interior or exterior of his or her Residential Unit or Lot inconsistent with the terms and conditions of these Declarations without the express written consent of the Board, or the Declarant during the Declarant's period of control, including but not limited to alteration of exterior appearance of a residential unit, painting of a residential unit, and installation of accessory structures or features on an Owner's Lot outside of a Residential Unit, so as to maintain the quality, uniqueness and uniformity of the community.

C. No Owner shall undertake any work in his Residential Unit or Lot which would jeopardize the soundness or safety of any other Residential Unit, Lot or Common Element, including an adjoined Residential Unit, nor which might reduce the value thereof or impair an easement thereon or thereto. Neither shall any Owner make any changes or additions to any Common Elements or enclose, by means of fencing, screening or otherwise, any Common Element without having first obtained the prior written approval of the Board, including with respect to the materials, design and specifications for such enclosure, as more particular provided in this paragraph.

13. Building/Subdivision Restriction. The Subdivision consists of twenty-six (26) Lots and single family Residential Units thereon, plus one (1) Lot containing the Common House/Community Center and community parking facilities, and extensive Common Element open space subject to the "Open Space and Forest Preservation" requirements described herein. By these Declarations, a building restriction is hereby placed on all Lots and Common Element open space within the Sanctuary of Peace subdivision prohibiting the construction of any permanent structures, buildings or above ground improvements on any platted drainage/stormwater easements, public utility easements, building setbacks, or other vested rights of way. No further subdivision of any Lot shall be permitted.

A. Open Space and Forest Preservation. It is Declarant's intent to maintain ownership of the Open Space surrounding the Lots within the Subdivision, as well as tracts between and adjacent to such Lots, though all such Open Space and tracts

shall be managed by the Association as Common Elements for the Owners' use, as provided herein and as subject to the terms and conditions of these Declarations, as well as the Articles of Incorporation, Bylaws, and Rules of the Association, if any. It is the Declarant's express intent to maintain the natural and native beauty and characteristics of the Open Space and tracts, prohibiting the construction of any permanent structures thereon, and utilizing only sustainable and fire wise land management on the Open Space and tracts, as depicted on the **Exhibit C** Plat map. However, notwithstanding the foregoing, certain portions of the Open Space and tracts shall be and are intended to be utilized for construction of central water systems/wells/well fields and wastewater treatment systems, and nothing in this Paragraph 13.A. shall limit the size, location or scope of such utilities as necessary for provision of services to the subdivision, as preliminarily depicted on the **Exhibit C** Plat Map. Such utilities may, in Declarant and Association's discretion, be relocated in the future to other areas of the Open Space or tracts without the consent of the Owners and without the need to amend these Declarations. No further subdivision or development of the Open Space or tracts may occur absent express amendment of these Declarations with approval of 100% of the Owners in the Subdivision, as well as any necessary approvals of applicable regulatory authorities.

14. Maintenance of Natural Forest/Vegetation. The Sanctuary of Peace Subdivision is located in the Black Forest, a natural environment of Ponderosa pine, Douglas fir and associated montane ecosystems. While the land within the Sanctuary of Peace Subdivision was not impacted by the 2013 Black Forest Fire, Declarant has undertaken extensive fire mitigation efforts, though stands of mature Ponderosa pine and Douglas fir trees remain throughout the Subdivision as of the time of these Declarations, which create natural visual/sight barriers between neighboring properties, as well as maintain the natural ecosystem for local flora and fauna. Except for purposes of disease and blight control, public safety, and to the extent necessary to prepare building sites for a primary residence upon a platted Lot and construction or related appurtenances and community infrastructure by Declarant and/or the Association, no portion of the remaining natural Ponderosa/Fir tree barrier described in this Paragraph 14. may be removed, timbered, cut down, or otherwise materially altered, absent amendment of these covenants by unanimous consent of the members of the Association, or by Declarant.

15. Dwelling Area Requirements/Limitations. No dwelling structure shall be constructed with ground floor area, *i.e.* footprint area, of the main structure exclusive of open porches, basements, and garages, of more than two thousand (2,000) square feet, with all such structures being one-story dwellings. In the event of the destruction of a particular Residential Unit, such reconstructed Residential Unit shall be of the same design/architecture as that destroyed, and of the same size. Further, while renovations and improvements to the Residential Units may occur with permission of the Association and proper permitting from applicable El Paso County authorities, no such renovation or improvement may at any time include the addition of any bedroom (*i.e.* rooms with a closet attached used for residential bedroom purposes) to any Residential Unit, nor to the Common House, absent express written consent of the Association, which shall not be provided without first obtaining written confirmation from all applicable regulatory authorities that such additional bedroom will not cause any compliance issue with water and water rights, nor with El Paso County Department of Health permitting, regulation and administration of wastewater systems.

16. Construction Type. All construction shall be new, and all construction shall be completed by the Declarant, the Association, or their assigns consistent with these Declarations and the Plat. No building previously used at another location, nor any building or structure originally constructed as a "mobile home" type dwelling or manufactured housing (to the extent such structures have the appearance of "mobile homes" or "doublewides"), nor domes may be moved onto any Lot within the Subdivision. Panels and major house components may, in Declarant's discretion, be manufactured off-site, provided that the assembly is conducted on-site and the resulting structure does not have the appearance generally associated with manufactured housing.

17. Underground Utilities. All future newly installed utilities, except for lighting standards and customary service devices for meters, transformers, access, control or use of utilities, shall be installed underground. Small satellite dishes for telecommunications shall be permissible.

18. Wells and Mineral Excavation. No portion of any Lot or any Common Element open space within the Subdivision shall be used to explore for or to remove any water, soil, hydrocarbons, or other minerals of any kind, with the exception of properly permitted and authorized water wells as described in these Declarations and the Augmentation Plan.

19. Maintaining of Drainage. There shall be no interference with the established drainage pattern as planned by Declarant for the entire Subdivision, including those drainage structures identified and included on the Plat.

20. Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any Improvement on a Lot, the owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Association, or the owner shall cause the damaged or destroyed Improvement to be demolished, removed, and the Lot to be suitably landscaped, subject to the approval of the Association, so as to present a pleasing and attractive appearance, consistent with the uniformity of the Sanctuary of Peace community.

21. Accessory Building and Yard Items. No accessory buildings/structures shall be constructed on any Lot without the express written consent of the Board, or the Declarant during the period of Declarant Control. Any such accessory buildings, or structures, or yard items, whether movable or immovable, including without limitation, children's play or swim sets, basketball hoops, equipment or appliances, fountains, yard ornaments, masonry figures, and above-ground swimming pools, shall be permitted only if they are designed and installed to blend in with the overall architecture of the main dwelling structures. Metal and pre-manufactured storage sheds will not be allowed, except to the extent they likewise blend in with the overall architecture of the main dwelling structure.

22. Trailers, Campers, Boats and Other Vehicles. No boat, trailer, camper (not installed on its supporting vehicle), tractor, commercial vehicle, mobile home, motor home/RV, trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or any other type of recreational vehicle, or any towed trailer or truck, excepting pickup trucks solely for private use of the residents of a dwelling, shall be parked on any street at any

time, nor within any Lot outside of a garage. There shall be no on-street parking within the Sanctuary of Peace Subdivision.

23. Abandoned/Project Vehicles. No stripped down, abandoned, unlicensed, partially wrecked or junk motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot within the Subdivision in such a manner as to be visible at ground level from any neighboring Lot within the Subdivision, or street.

24. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat or machine or device may be carried on within the Subdivision except within a completely enclosed Structure, or at such location as screens the sight and sound of the activity from the street and from adjoining Lots within the Subdivision.

25. Solar Collectors. Solar collectors or other solar devices may be permitted, if approved in advance by the Association, so long as they are designed and installed to blend in with the overall architecture of other improvements on the Lot and the community as a whole, and so long as the design and installation of any such solar amenities are completed with the advance written approval of the Declarant and/or Association.

26. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except for built-in speakers on the decks and patios adjoined to or in the immediate vicinity of primary dwelling structures, and for security devices used exclusively for security purposes, shall be located, used or placed on any structure or within any Lot. Volumes of such permitted exterior sound devices shall be maintained at such a level as to maintain the peace and tranquility of the community and subdivision.

27. Weeds. Lot owners are responsible for removing plants infected with noxious insects or plant diseases which are likely to cause a spread of noxious insects or plant diseases to neighboring properties, and for controlling and removing weeds declared noxious by applicable governmental authorities and in accordance with Colorado and El Paso County weed control rules and regulations, whether or not structures have been constructed thereon.

28. Animals.

A. No animals or livestock of any kind shall be housed, raised or kept on any Lot within the Subdivision, either temporarily or permanently, except as expressly provided in this Paragraph 28, such exceptions being as follows: (i) commonly accepted domesticated birds, fish, dogs, cats, and other small domestic animals permanently confined as household pets; (ii), an aggregate of not more than two (2) domesticated dogs and cats or similar animals may be maintained in or kept within each Residential Unit on each Lot. No such domesticated animals may be kept or maintained in violation of provisions of the Water Decree, attached as **Exhibit B**, nor in violation of any government regulation, and all such domesticated animals must be thoroughly secured and maintained within the Lot of the owner of such animals. There shall be no fencing installed on any lot, nor any dog runs of any kind, and therefore all pets must be on-leash and accompanied when outside of a residential unit, or contained utilizing electronic "invisible fencing" or similar.

B. No animal of any kind shall be permitted which produces sounds or smells that may be reasonably regarded as offensive, or as a nuisance.

C. No kennels, whether for breeding, rent, or sale shall be allowed within the Subdivision.

D. Incessantly barking and/or off-leash dogs, and loose cats, may harm wildlife and disturb the peace of the Subdivision, and are therefore prohibited. Dogs shall not be permitted to run loose and shall be kept under the control of the Owner at all times. No exterior doghouses or kennels will be permitted.

29. Antennas. Attic antennas inside any dwelling (as opposed to roof antennas) are effective, are less vulnerable to damage, and are encouraged. Visible antennas are prohibited. Small satellite dish antennas may be installed where they will be unobtrusive. Only devices 28 inches in largest dimension or smaller shall be permitted, unless screened in a manner that precludes unattractive views from public roads and adjoining Lots within the Subdivision.

30. Nuisance. No noxious or offensive activity shall be permitted upon any Lot or Common Element, nor shall actions intended to or tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood be permitted on any Lot or Common Element. No hazardous activities may be permitted upon any Lot or Common Element, nor in any Residential Unit. No annoying lights, sounds or odors shall be permitted to emanate from any Lot or Residential Unit. Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring or nearby property Owners. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb residents of adjacent or nearby Lots within the Subdivision. Lighting designs consistent with the design provisions of the "International Dark-Sky Association" are encouraged, minimizing local and regional light pollution. No activities which pollute or have the potential to pollute any well, surface water right, groundwater aquifer, or other water resource shall be permitted within the Subdivision. No trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Subdivision other than on county roads and going to and from residences, or for use in maintenance activities upon a Lot, or during emergency situations including but not limited to flood, fire, and blizzard/snow emergencies. No activity shall be permitted which will generate a noise level sufficient to interfere with the peaceful and reasonable quiet enjoyment of the persons on any adjoining or nearby Lots within the Subdivision. No hunting of any kind by any form or device, nor the discharge of any type of firearm, explosive or fireworks devices shall be permitted.

31. Storage and Trash Restrictions/Common Drop Off Locations. Except for common trash bins maintained and located in accordance with rules and regulations adopted by the Board, all garbage and trash shall be placed in receptacles which are kept within the garages of Residential Units except on the day of pick up. The Board may, in its discretion, enter into agreements or arrangements for common trash and garbage removal from all Residential Units, or from common drop off locations at locations to be determined by the Declarant and/or Association at various locations upon the property to which Owners will be required to deliver their respective trash for pick up on a regular schedule.

32. Parking. Except as provided for below, there shall be no parking of automobiles, trucks or vehicles of any type upon any part of the Subdivision except within the garages attached to each Residential Unit and within areas designated for parking on the **Exhibit C** Plat map, or as may be permitted in writing by the Association's Board under specific limited circumstances in the Board's discretion. Violation of this provision shall permit the Board to remove the offending vehicle at the expense of the owner of the vehicle. Driveways and roadways are to be kept clear of parked vehicles.

33. Water Augmentation Plan – Wastewater Disposal.

A. Decree. The Subdivision shall be subject to the obligations and requirements as set forth in the August 28, 2018 Judgment and Decree affirming the August 6, 2018 Findings of Fact and Ruling of Referee granting underground water rights and approving a plan for augmentation, as entered by the District Court for Water Division 2, State of Colorado, in Case No. 18CW3019 (consolidated with Division 1 Case No. 18CW3040), as recorded at Reception No. 218100150 of the El Paso County Clerk and Recorder, which is incorporated by reference ("Augmentation Plan"). The Augmentation Plan concerns the water rights and water supply for the Subdivision and creates obligations upon the Association, and the Owners, which run with the land. The water supply for the Subdivision shall be by community well(s) to the not-nontributary Dawson aquifer, under the Augmentation Plan, with wastewater treatment to occur through an Association-owned and operated septic system(s).

B. Water Rights and Facilities Ownership.

i. Declarant will transfer and assign to the Association all right, title and interest in the Augmentation Plan and water rights thereunder, except as set forth below. Those water rights assigned include a portion of the ground water in the nontributary Arapahoe aquifer (at least 1,097 acre-feet), and all of the Laramie-Fox Hills aquifer (at least 1,414 acre feet) of the Denver Basin, as adjudicated in the Augmentation Plan, and as reserved for replacement of any injurious post-pumping depletions.

ii. Declarant will further transfer and assign to the Association a minimum of 2,511 acre feet (8.37 annual acre feet based on a 300-year aquifer life) in the not-nontributary Dawson aquifer of the Denver Basin as adjudicated in the Augmentation Plan as the physical source of supply for all Lots from the community Benet Well No. 1 and any additional or replacement wells required. The Dawson aquifer well shall be augmented per the Augmentation Plan as operated and administered by the Association.

iii. The Declarant will further assign to the Association all obligations and responsibilities for compliance with the Augmentation Plan, including pumping, monitoring, accounting and reporting obligations, as well as all well, water and wastewater infrastructure necessary for the production and use of the water and water rights consistent with the Augmentation Plan. The Association shall assume and perform all such obligations and responsibilities, which expressly include design, installation, operation and maintenance of an appropriate non-evaporative central septic disposal system(s). By this assignment to the Association, the Declarant is relieved of any and all responsibilities and obligations for the administration, enforcement and operation of the Augmentation Plan. Such conveyance shall be subject to the obligations and

responsibilities of the Augmentation Plan and said water rights may not be separately assigned, transferred or encumbered by the Association, nor by the Owners. The Association shall maintain such obligations and responsibilities in perpetuity, unless relieved of such augmentation responsibilities by decree of the Water Court, or properly entered administrative relief.

iv. The Association's water rights in the not-nontributary Dawson aquifer underlying the Subdivision shall remain subject to the Augmentation Plan, and shall, not be severable from the property, and the Association covenants that it cannot sell or transfer such ground water rights to any party separate from the conveyance of the entirety of the property.

v. All not-nontributary Denver Basin groundwater in the Denver aquifer, and a portion of the groundwater in the nontributary Arapahoe aquifer not reserved and assigned to the Association for augmentation of any injurious post-pumping depletions, consistent with the Augmentation Plan, are otherwise retained by Declarant.

C. Water Administration.

i. The pumping of the community Dawson aquifer well (Benet Well No. 1 and additional/replacement wells) is limited to a maximum of 8.37 acre feet annually, consistent with the Augmentation Plan. The Association shall ensure that the allocations of use of water resulting from such pumping as provided in the Augmentation Plan is maintained, as between in-house, irrigation, and other allowed uses. The Association shall ensure that all domestic-type water usage on the property is treated utilizing a central non-evaporative septic system(s) in order to ensure that return flows from such system(s) are made to the stream system to replace depletions during pumping, and that such return flows shall not be sold, traded or used for any other purpose. The Association, as the owner of all obligations and responsibilities under the Augmentation Plan, shall administer and enforce the Augmentation Plan as applies to pumping from the community Dawson aquifer well and non-evaporative septic system(s). Such administration shall include, without limitation, accountings to the Colorado Division of Water Resources under the Augmentation Plan and taking all necessary and required actions under the Augmentation Plan to protect and preserve the ground water rights. Each Owner, and the Association, have the right to specifically enforce, by injunction if necessary, the Augmentation Plan, for any failure to comply with the Association's obligations under the Augmentation Plan, including the enforcement of the terms and conditions of well permit(s) issued pursuant to the Augmentation Plan, and the reasonable legal costs and fees for such enforcement shall be borne by the party against whom such action is necessary, to the prevailing party. The use of the not-nontributary Dawson ground water rights owned by the Association is restricted and regulated by the terms and conditions of the Augmentation Plan and these Declarations, including, without limitation, maximum annual well pumping of 8.37 acre feet. Failure of the Association to comply with the terms of the Augmentation Plan may result in an order from the Division of Water Resources under the Augmentation Plan to curtail use of ground water rights.

ii. The Association shall fully account for total pumping from the community well to the not-nontributary Dawson Aquifer, including for any irrigation, or other permitted/allowed uses as may be required under the Augmentation Plan. The frequency of such accounting shall be annually, unless otherwise reasonably requested

by the Division of Water Resources. The Association shall provide the Division of Water Resources with integrated accounting for pumping of all not-nontributary individual Dawson aquifer wells on an annual basis, unless otherwise reasonably requested by the Division of Water Resources.

iii. At such time as construction of an Arapahoe and/or Laramie-Fox Hills aquifer well is required for replacement of post-pumping depletions under the Augmentation Plan, the Association shall be responsible for all cost and expense in the construction of said well, as well as all reasonable reporting requirements of the Division of Water Resources associated therewith. The Association shall have authority to impose a reasonable fee or assessment upon all Lot owners in advance of construction so as to ensure sufficient funding is available to meet all post-pumping depletion replacement obligations, consistent with the terms and conditions of these Declarations.

D. Well Permits.

i. The Association, or Declarant, shall be responsible for obtaining a well permit for the community Benet Well No. 1 to the not-nontributary Dawson aquifer for provision of water supply to the Subdivision, and any replacement or additional not-nontributary Dawson aquifer wells to provide such supplies. Such Dawson aquifer well(s) shall be constructed and operated in compliance with the Augmentation Plan, the well permit(s) obtained from the Colorado Division of Water Resources, and the applicable rules and regulations of the Colorado Division of Water Resources. The costs of the construction, operation, maintenance and repair of such community well, any applicable treatment of water produced thereby, and delivery of water therefrom to the Residential Units located on each Lot, shall be a Common Expense subject to assessments by the Association. The Association shall comply with any and all requirements of the Division of Water Resources to log the well(s) and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide the diversion information necessary for the accounting and administration of the Augmentation Plan.

ii. The Association shall further be responsible for obtaining any well permits, rights and authorities necessary for the construction of wells to the nontributary Arapahoe and/or Laramie Fox Hills aquifer, though such well(s) shall be constructed only for purposes of replacing any injurious post-pumping depletions, consistent with the Augmentation Plan, and shall not be constructed unless and until such post-pumping depletions must be replaced. The Association shall comply with any and all requirements of the Division of Water Resources to log such wells, and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide all necessary accounting under the Augmentation Plan.

iii. No party guarantees to the Lot owners the physical availability or the adequacy of water quality from the community Benet Well No. 1, or additional and replacement wells, or augmentation wells, to be drilled under the Augmentation Plan. The Denver Basin aquifers which are the subject of the Augmentation Plan are considered a nonrenewable water resource and due to anticipated water level declines the useful or economic life of the aquifers' water supply may be less than the 100 years allocated by state statutes or the 300 years of El Paso County water supply requirements, despite current groundwater modelling to the contrary.

E. Compliance. The Owners and the Association, respectively, shall perform and comply with all terms, conditions, and obligations of the Augmentation Plan, and shall further comply with the terms and conditions of any well permits issued by the Division of Water Resources pursuant to the Augmentation Plan, as well as all applicable statutory and regulatory authority.

F. Amendments. No changes, amendments, alterations, or deletions to this Paragraph 33 of these Declarations may be made which would alter, impair, or in any manner compromise the Augmentation Plan, or the water rights of the Owners without the written approval of said parties, El Paso County, and from the Water Court.

G. El Paso County Requirements. El Paso County may enforce the provisions regarding the Augmentation Plan as set forth in these Declarations, should the Owners and/or Association fail to adequately do so.

H. Septic Systems and Leach Fields. As described in Paragraph 5, above, the Association is vested with all easements necessary for the installation, construction, use, maintenance and repair of a community septic wastewater treatment system(s) for treatment of water utilized within each Residential Unit, consistent with the terms and conditions of the Augmentation Plan. It is anticipated that each 5-7 Residential Units may share a "sub" wastewater system, but no such sub-system shall have a discharge of greater than 1,999 gallons per day, and the entire system shall in no instance exceed 6,000 gallons per day of discharge. Such wastewater treatment system(s) shall be Common Elements, and repair to any such sub-systems shall be allocable amongst all Lots/Residential Units, regardless of whether a particular Residential Unit utilizes a particular sub-system. Such system(s) may be located within any portion of the open space within the Subdivision, whether owned by Declarant or the Association, at Declarant's discretion, and the **Exhibit C** Plat map shall be updated and appended to these Declarations by recording, in order to provide an as-built description of such septic system/sub-systems and associated easements when completed.

34. Terms of Covenants and Severability. These Declarations shall run with the land and shall remain in full force and effect until amended or terminated, in whole or part, by the owners of the entirety of the Subdivision (*i.e.* all Owners and the Association) and filed for record with the Clerk and Records of El Paso County. If any of these Declarations be held invalid or become unenforceable, the other Declarations shall not be affected or impaired but shall remain in full force and effect.

35. Amendment of Declarations. Except as expressly mandated by applicable law, and except as limited by express provisions herein, these Declarations and the Plat may be amended only by vote or agreement of at least 67 percent of the Owners. For purposes of this Paragraph 35, Declarant shall be deemed an owner of each Lot until such time as such Lot(s) are transferred to a third party.

A. Amendment of Declaration by Declarant. Until such time as Declarant has conveyed any Lots to a third party, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in these Declarations may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination. Declarant reserves the right

to unilaterally amend these Declarations in all circumstances permitted by law and which do not conflict with applicable statutes, rules or decrees. Notwithstanding anything contained within these Declarations, and to the extent permitted by law, if Declarant determines that any amendments to these Declarations shall be necessary in order for existing or future mortgages or other security instruments to be acceptable applicable authorities, then Declarant shall have and hereby specifically reserves the right and power to make, execute and record any such amendments without obtaining approval of Lot owners or mortgagees (or any percentage thereof).

B. Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Paragraph 35 may not be brought more than one year after such amendment is recorded.

C. Recordation of Amendments. Each amendment to these Declarations must be recorded in the records of the Clerk and Recorder for El Paso County, Colorado, and the amendment is effective only upon recording.

D. Unanimous Consent. Except to the extent expressly permitted or required by other provisions of these Declarations, an amendment may not create or increase the number of Lots, change the boundaries of a Lot, change the vested property interests of a Lot or Lot owner, or the uses to which a Lot is restricted except by unanimous consent of the Owners.

E. Execution of Amendments. An amendment to these Declarations required to be recorded, as set forth herein, by the Association, which has been adopted in accordance with these Declarations, must be prepared, executed, recorded, and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

36. Termination. Termination of the Common Interest Community may be accomplished by unanimous consent of the Owners; however, the covenants and restrictions herein regarding compliance with the Augmentation Plan shall not terminate unless the requirements of the Augmentation Plan are also terminated by order of the appropriate water court and a change of water supply is approved by El Paso County.

37. Assessment and Collection of Common Expenses.

A. Apportionment of Common Expenses. Except as otherwise expressly provided in this Paragraph 37, all Common Expenses shall be assessed against all Lots in accordance with their percentage interests in the Common Expenses as a portion of the total number of Lots, *i.e.* initially 1/27th per Lot, subject to the Declarant's/owners' right, if any, to combine Lots, thereby reducing the total number of Lots and reallocating the percentage interests in the Common Expenses. This shall include, but not be limited to, Common Expenses for reasonable maintenance and replacement of the Common Elements, including drainage and mailboxes, notwithstanding the fact that such maintenance and replacement could be viewed as benefiting one particular Lot over another. Without limiting any other authority regarding assessments provided for in these Declarations, assessments may, but shall not be required to, (i) be made monthly for snow plowing, and (ii) be made in advance for any maintenance or repairs to the other Common Elements.

B. Common Expenses Attributable to Fewer than all Lots.

i. Any Common Expense for services approved by the Association and provided by the Association to an individual Lot, or some Lots but fewer than all the Lots, at the request of the particular Lot owner or Owners shall be assessed only against the requesting Lot(s).

ii. An assessment to pay a judgment against the Association may be made only against the Lot(s) in the Common Interest Community at the time the judgment was entered in proportion to their Common Expense liabilities.

iii. If a Common Expense is incurred by the action or inaction of a Lot owner, the Association may assess that expense exclusively against that Lot owner's Lot.

iv. Fees, charges, taxes, impositions, late charges, fines, collection costs, and interest charged against a Lot owner pursuant to these Declarations, or any Rules and Bylaws lawfully enacted by the Association, and the Act are enforceable as Common Expense assessments.

C. Association Lien.

i. The Association is hereby granted, and shall have, a lien on a Lot for a Common Expense assessment levied against the Lot for fines imposed against its Lot owner. Fees, charges, late charges, attorneys' fees, fines, and interest charged pursuant to the Association's authority under these Declarations, any Rules or Bylaws lawfully enacted by the Association, and the Act, are enforceable as assessments under this Paragraph 37. The amount of the lien shall include all those items set forth in this Subparagraph 37.C. from the time such items become due. If a Common Expense assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

ii. A lien under this Paragraph is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of these Declarations; (2) a first Security Interest on the Lot recorded before the date on which the Common Expense assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Subparagraph does not affect the priority of mechanic's or materialmen's liens or the priority of a lien for other assessments made by the Association. By purchasing a Lot, a Lot owner waives all federal and state homestead and other exemptions with respect to the lien for Common Expense assessments.

iii. Recording of these Declarations constitutes record notice and perfection of the lien. Further recording of a claim of lien for a Common Expense assessment under this Paragraph is not required.

iv. A lien for an unpaid Common Expense assessment is extinguished unless proceedings to enforce the lien are instituted within three years after

the full amount of the Common Expense assessment becomes due, except that if an owner of a Lot subject to a lien under this Paragraph 37 files a petition for relief under the United States Bankruptcy Code, the time period for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

v. This Paragraph 37 does not prohibit an action to recover sums for which Subparagraph i. of this paragraph creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

vi. A judgment or decree in any action brought under this Paragraph 37 shall include costs and reasonable attorneys' fees for the prevailing party, which shall be additional Common Expense assessments.

vii. A judgment or decree in an action brought under this paragraph is enforceable by execution under Colorado law.

viii. The Association's lien must be foreclosed by the same judicial procedure by which a mortgage on real estate is foreclosed under Colorado law.

D. Payment of Assessments.

i. Certificate of Payment of Assessments. The Association, upon written request, shall furnish a Lot owner with a written statement setting out the amount of unpaid assessments against the Lot. The statement must be furnished within 14 calendar days after receipt of the request and is binding on the Association, and each Lot owner. A reasonable fee, established by the Association, may be charged for such statement.

ii. Monthly Payment of Common Expenses. All Common Expenses assessed under these Declarations shall be due and payable monthly unless otherwise determined by the Association. At the option of the Association Common Expenses may be assessed each month after actual expenses are incurred.

iii. Acceleration of Assessments. In the event of default in which any Lot owner does not make the payment of any assessment levied against his Lot within 10 days of the date due, the Association shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year immediately due and payable.

iv. Commencement of Assessments. Assessments shall begin on the first day of the month in which conveyance of the first Lot to a third party Lot owner other than the Declarant occurs. Assessments shall be levied against and payable by the owners of all Lots, including Lots still owned by Declarant.

v. No Waiver of Liability for Common Expenses. No Lot owner may become exempt from liability for payment of the Common Expense assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Common Expense assessments are made.

vi. Personal Liability of Lot Owners. The Lot owner, at the time a Common Expense assessment or portion of the assessment is due and payable, is personally liable for the Common Expense assessment. Personal liability for the Common Expense assessment shall not pass to a successor in title to the Lot unless the successor agrees to assume the obligation. Each Lot Owner, including Declarant, covenants and agrees to pay, and shall be personally obligated to pay to the Association, in the manner, amounts and times prescribed herein, all assessments, charges, fines, fees and other sums described in these Declarations and/or imposed by the Association related to Common Elements and expenses related thereto. All Owners shall be jointly and severally liable to the Association for the payment of all assessments, charges, fees and other sums attributable to them and/or their respective Lot. In addition to the foregoing assessments, charges, fees and other sums, each Owner shall have the obligation to pay all applicable real property taxes, ad valorem taxes, and assessments imposed by Colorado governmental subdivisions or entities against his Lot, as well as all charges for separately metered utilities servicing his Residential Unit.

vii. Enforcement of Personal Obligation. In addition to the lien mechanisms described herein, the Association may, at its option, suspend all voting rights and the right to use any Common Elements, until all delinquent payments owed by an Owner are received, and/or may bring an action in law or equity against any Owner to collect any unpaid assessments, charges, fees and other sums, For any such action, the Association shall be additionally entitled to recover, and the Owner obligated to pay, interest thereon at the rate determined by the Board, an administrative charge as may be set forth in the Association's rules and regulations, court costs, and other collection costs, and reasonable attorneys' fees. Notwithstanding any terms and provisions of these Declarations to the contrary, but subject to the Act, the sale or transfer of any Lot shall not affect the personal liability or the lien for assessments, charges, fees or other sum levied hereunder. No sale, transfer, foreclosure or any proceeding in lieu thereof shall relieve either any Owner or any Lot from liability or the lien for any assessments, charges, fees or other sums thereafter becoming due.

viii. Reserve Fund. The Association may in its own discretion maintain a reserve fund to meet foreseen and unforeseen expenditures and may establish assessments for the same.

ix. Annual Assessments. The annual assessment shall be based upon the Board's annual budget of the requirements needed for the Common Expenses and the administration and performance of its duties during such assessment year. The annual budget shall be adopted consistent with C.R.S. §38-33.3-303(4). Any surplus funds of the Association remaining after the payment of or provision for Common Expenses and any prepayment of or provision of reserves shall be applied as the Board in its sole discretion determines appropriate; the Board is not required to credit, refund, or pay such funds to Owners. The annual assessments shall also include, at the Board's discretion, but shall not be limited to the following:

a. Any costs and expenses related to management and to the activities and property of the Association;

b. Any taxes and special tax assessments on the activities and property of the Association;

c. Premiums for all insurance which the Association is required or permitted to maintain and any deductibles or expenses attributable to such insurance;

d. Such repairs, restorations, replacements, improvements, and maintenance of the Common Elements which are the responsibility of the Association; provided, however, such work shall not require the prior approval of the Association regardless of the expense or amount thereof unless a Special Assessment is required pursuant to these Declarations;

e. Legal and accounting fees;

f. Any deficit remaining from a prior assessment year;

g. The creation of reasonable reserves, surpluses and sinking funds for the periodic replacement, repair and maintenance of the Common Elements and for other periodic expenses, and are payable in regular installments, rather than by special assessments, and adequate reserves for insurance deductibles.

x. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part:

a. The cost of any emergency situation or any construction, demolition, reconstruction, repair or replacement of all or a substantial part of the Subdivision, including without limitation the Common Elements and any fixtures and appurtenances thereto, or

b. The expense of any other contingencies or unbudgeted costs.

xi. Procedure for Special Assessments. Written notice of any meeting called for the purpose of taking any action by the Association concerning a Special Assessment shall be sent by the Board to all Owners not less than ten (10) days nor more than fifty (50) days in advance of the meeting. Said notice shall specify the amount of the proposed Special Assessment and the date of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty-seven percent (67%) of all the votes shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. Such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting. Any such Special Assessment shall require the assent of sixty-seven percent (67%) of the votes which are cast at such a meeting where a quorum is present.

xii. Unit Assessments. In the event that the Association incurs any expense or liability as a result of the willful, negligent or wrongful act of an Owner or his guests or permittees, or any breach by any of such parties of any of the provisions of these Declarations, the Association's By-Laws or the Association's rules and regulations,

and the same is not paid for by insurance, the cost thereof shall be an assessment against that Owner and his Lot, and if unpaid shall be both a personal obligation of such Owner and a Lien as herein provided. Additionally, except as otherwise provided in these Declarations, the Board may impose assessments against particular Owners and Lots pursuant to C.R.S. §38-33.3-315(3)(a) and (b).

38. Mechanics'/Other Liens.

A. Mechanics' Liens - Association Work. Labor performed, or services or materials furnished for the Common Elements, if duly authorized by the Board, shall be deemed to be performed or furnished at the express consent of each Owner, provided, however, any Owner may remove his Residential Unit and Lot from any such lien against the Subdivision, or against the Common Elements or a portion thereof, by payment to the holder of the lien of the fraction of the total sum secured by such lien, based upon the Proportionate Share, and the Board shall have no authority to bind the Owners beyond their Proportionate Share as provided above.

B. Mechanics' Liens - Owner Work. In the event a lien arises from work or material furnished for use and incorporated in any Residential Unit or Lot with the consent of or at the request of the Owner thereof or his agent or his contractor or subcontractor, and not requested by the other Owners or the Board, such Owner shall indemnify, defend and hold harmless all other Owners and the Association from and against any liability or loss arising from the claim of any such lien. In no event shall the claim of any such individual lien be the basis for the filing of a lien against a Lot or Residential Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements; the filing of any such lien against the Lot or Residential Unit of a non-consenting Owner or against the Common Elements shall, to the extent permitted by law, be null and void and shall entitle such Owner or the Association to recover damages and expenses, including without limitation attorneys' fees, from the lienor.

C. Other Liens. As required by the Act, Declarant hereby states that it is possible that additional liens, other than mechanics' liens, assessment liens or tax liens, may be obtained, to the extent permitted by law and by these Declarations, against the Common Elements. To the extent permitted by law, all liens shall be subject to the covenants, terms and provisions of these Declarations.

39. Persons and Lots Subject to Declarations, Rules, Bylaws.

A. Compliance with Documents. All Owners, tenants, occupants of dwellings on Lots, and, to the extent they own Lots, mortgagees and the Declarant, shall comply with these Declarations, and any rules or bylaws subsequently enacted by the Association, including any such rules incorporated within the Associations' Articles of Incorporation (collectively the "Documents") and shall be subject to all rights and duties under the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by that Lot owner, tenant, mortgagee, or occupant. All provisions recorded in the Documents are covenants running with the land and shall bind any Persons having at any time any interest or estate in any Lot.

B. Adoption of Rules. The Association may adopt Rules regarding the use and occupancy of Lots as they affect the Common Elements and the activities of occupants, subject to Notice and Comment.

C. Enforcement. The Association, as well as any aggrieved Owner, is hereby granted a right of action against any Lot owner who fails to comply with the provisions of the Documents or to comply with lawful decisions made by the Association. Each and every Lot owner is also granted a similar right of action against the Association. In any action maintained under this paragraph, the prevailing party shall be awarded its reasonable attorneys' fees and costs.

40. Insurance.

A. Coverage. To the extent reasonably available, the Association may obtain and maintain insurance coverage as set forth in this Paragraph 40. If such insurance is not reasonably available, or the Association determines that any insurance described in this paragraph will not be maintained, the Association shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot owners and first lien Security Interest holders at their respective last known addresses. Nothing herein shall be deemed to require that the Association maintain any insurance and such determination shall be made by the Association in its sole discretion.

B. Property Insurance Coverage.

i. Association property insurance, if any, will cover:

a. The facilities, consisting of (1) all Common Elements; and (2) all personal property owned by the Association, if any.

ii. The community insurance will be for an amount (after application of any deductions) equal to 100 percent of the community facilities' actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association will be insured for an amount equal to its actual cash value.

iii. The Association is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the community facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

iv. The maximum deductible for insurance policies shall be as determined by the Association and shall be a Common Expense, unless caused by the act or omission of a Lot owner and assessed in accordance with these Declarations.

v. The insurance shall afford protection against "all risks" of direct physical loss commonly insured.

vi. Insurance policies required by this paragraph should further provide that:

a. The insurer waives the right to subrogation under the policy against a Lot owner or member of the household of a Lot owner.

b. An act or omission by a Lot owner, unless acting within the scope of the Lot owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

c. If, at the time of a loss under the policy, there is other insurance in the name of a Lot owner that covers the same risk covered by the policy, the Association's policy provides primary insurance.

d. Losses to be adjusted with the Association.

e. Insurance proceeds to be paid to any insurance trustee designated in the policy for that purpose and otherwise to the Association, but, in any case, the proceeds are to be held in trust for each Lot owner and the Lot owner's mortgagee.

f. The insurer may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Lot owner, and to each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

C. Liability Insurance. Liability insurance, including medical payments insurance, will be maintained by and in an amount determined by the Association, but in no event shall it be less than \$1,000,000. This insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of, or in connection with, the use, ownership, or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Paragraph shall provide that:

i. Each Lot owner is an insured person under the policy with respect to liability arising out of the Lot owner's membership in the Association;

ii. The insurer waives the right to subrogation under the policy against a Lot owner or member of the household of a Lot owner;

iii. An act or omission by a Lot owner, unless acting within the scope of the Lot owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

iv. If, at the time of a loss under the policy, there is other insurance in the name of a Lot owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and

v. The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been

mailed to the Association, each Lot owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

D. Owner Policies. An insurance policy issued to the Association does not preclude, nor require, Lot owners from obtaining insurance for their own benefit, and all Lot owners are and shall be required to purchase insurance policies in amounts and with designated terms and beneficiaries described in Association Rules, Regulations and Bylaws. Nonetheless, each Lot Owner shall maintain "Loss Assessment Coverage" for additional coverage of losses otherwise covered by the Associations' policy, including of associated deductibles.

E. Other Insurance. The Association shall carry such other insurance as may be required by any first lien Security Interest holder and may carry other insurance that the Association considers appropriate to protect the Association.

F. Premiums. Insurance premiums for insurance carried or to be carried by the Association shall be a Common Expense.

G. Insurance Proceeds Insufficient. If the insurance proceeds are insufficient to repair and reconstruct the damaged or destroyed improvement(s), such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Lots. Such special assessment shall be a Common Expense and made according to each Owner's Proportionate Interest and shall be due and payable within thirty (30) days after written notice thereof, and only in this instance shall such Special Assessment not require approval of the members consistent with the provisions of Paragraph 35.D.xi. The Association shall have full authority, right, and power as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s) using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the assessment.

H. Consequences of Condemnation. If at any time all or any part of the Subdivision shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the Association and Owners shall be bound by the Act, including, but not limited to, the provisions of C.R.S. §38-33.3-107, as it may be amended from time to time, and notwithstanding any provision herein to the contrary.

41. Restoration of Common Elements.

A. Duty to Restore. All or any portion of the Common Interest Community for which insurance carried by the Association is in effect, must be repaired or replaced promptly by the Association unless:

- i. The Common Interest Community is terminated; or
- ii. Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety.

B. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

C. Plans and Specifications. The damaged property requiring restoration or repair must be repaired and restored in accordance with either the Plat or other plans and specifications that have been approved by the Association, a majority of voting Owners, and 51 percent of first lien Security Interest holders.

D. Insurance Proceeds. The Trustee or, if there is no Trustee, the Association, acting by appointed representative, shall hold any insurance proceeds in trust for the Association, Lot owners, and lien holders as their interests may appear. Subject to the provisions of these Declarations, the proceeds shall be disbursed first for the repair or restoration of the damaged Property. The Association, Lot owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the property has been completely repaired or restored or unless the Common Interest Community is terminated.

E. Replacement of Less Than Entire Property.

i. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community.

ii. Except to the extent that other persons will be distributes, the remainder, if any, of the proceeds must be distributed to each Lot owner or lien holder, as their interests may appear, in proportion to the Common Expense assessment percentages of all the Lots.

F. Certificates By Association. The Trustee, if any, may rely on the following certifications in writing made by the Association:

i. Whether or not damaged or destroyed property is to be repaired or restored; and

ii. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

G. Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Lot owners or mortgagees, then the Association, and the Trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the records from the date of the recording of the original Declarations, stating the names of the Lot owners and the mortgagees.

H. Association as Attorney-in-Fact; Damage and Destruction. All of the Lot owners irrevocably constitute and appoint the Association as their attorney-in-fact, for them and in their names, respectively, to deal with the Common Interest Community upon its destruction, repair, or obsolescence as in these Declarations provided. As attorney-in-fact, the Association, by its president and secretary, acting pursuant to authorization from the Association, shall have full and complete authority, right, and power to receive the proceeds of any insurance in the names of the Lot owners or the Association, and to

make, execute, and deliver any contract, deed, or any other instrument with respect to the interest of a Lot owner that is necessary and appropriate to exercise the powers in these Declarations granted.

42. Association Powers and Requirements.

A. Association Records and Minutes of Association Meetings. The Association shall permit any Owner, or holder, insurer, or guarantor of first mortgages secured by Lots, to inspect the records of the Association and the minutes of Association and committee meetings during normal business hours.

B. Powers and Duties. The Association, subject to the limitations contained in these Declarations and its Articles of Incorporation, shall have the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the following:

- i. Adopt and amend Bylaws, Rules, and regulations;
- ii. Adopt and amend budgets for revenues, expenditures, and reserves;
- iii. Collect Common Expense assessments from Lot owners;
- iv. Hire and discharge managers;
- v. Hire and discharge independent contractors, employees, and agents other than managing agents;
- vi. Institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violation of, or otherwise enforce, the Association's Declarations, Bylaws, or Rules in the Association's name, on behalf of the Association, or two or more Lot owners on matters affecting the Common Interest Community;
- vii. Make contracts and incur liabilities, including debt for the general benefit of the community;
- viii. Regulate the use, maintenance, repair, replacement, and modification of the Common Elements, and, to the extent set forth in these Declarations, including but not limited to enforcing parking restrictions within the property, which may be more restrictive than those required by El Paso County and/or any other entity having jurisdiction;
- ix. Cause additional Improvements to be made as a part of the Common Elements;
- x. Acquire, hold, encumber, and convey, in the Association's name, any right, title, or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only as provided herein;

- xi. Grant easements for any period of time, including permanent easements, and leases, licenses, and concessions through or over the Common Elements;
- xii. Impose and receive a payment, fee, or charge for the use, rental, or operation of the Common Elements and for services provided to Lot owners;
- xiii. Impose a reasonable charge for late payment of assessments, and after Notice and Hearing, levy reasonable fines for violations of these Declarations, the Bylaws, Rules, and regulations of the Association;
- xiv. Impose a reasonable charge for the preparation and recordation of amendments to these Declarations and for a statement of unpaid assessments;
- xv. Provide for the indemnification of the Association's officers and Board, if any, and/or maintain directors' and officers' liability insurance;
- xvi. Assign the Association's right to future income, including the right to receive Common Expense assessments to such parties and entities as may be approved by the Association's membership consistent with the provisions herein;
- xvii. Exercise any other powers conferred by these Declarations, the Bylaws, or applicable law;
- xviii. Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- xix. Exercise any other power necessary and proper for the governance and operation of the Association; and
- xx. By resolution, establish permanent and standing committees to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot owners.

C. Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend these Declarations, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

43. Enforcement. In the event that a dispute regarding an alleged violation of these Declarations cannot be resolved through discussion and negotiation of the parties, or subsequently by mediation, enforcement shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any provision of these Declarations, including actions to restrain or enjoin such violation, and to recover damages. Venue shall be proper in the District Court for El Paso County, Colorado. The Owners and the Association shall abide by any injunctions so entered, without necessity of bond, in order to simplify judicial proceedings to remedy violations of these

Declarations. In addition, if a judicial action is necessary to prohibit or correct a violation of these Declarations, the prevailing party shall be entitled to recovery of all costs of the enforcement proceeding, including reasonable attorney's fees.

44. Public Water System. All Lot owner connections to the public water system are subject to the following covenants, in order to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a Lot owner's water supply system through the service connection, in accordance with Title 25 of the Colorado Revised Statutes, Colorado Primary Drinking Water Regulations, and the Colorado Plumbing Code.

A. Definitions. The following terms utilized herein shall have the following definitions for purposes of these Declarations associated with this paragraph 44 concerning the Public Water System:

i. "Active date" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.

ii. "Air gap" is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard ASME A112.1.2.

iii. "Backflow" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.

iv. "Backflow contamination event" means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

v. "Backflow prevention assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.

vi. "Backflow prevention method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

vii. "Certified cross-connection control technician" means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

viii. "Containment" means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.

ix. "Containment by isolation" means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the public water system is prevented.

x. "Controlled" means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.

xi. "Cross connection" means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

xii. "Multi-family" means a single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.

xiii. "Single-family" means: a single dwelling which is occupied by a single family and is supplied by a separate service line; or a single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.

xiv. "Uncontrolled" means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

xv. "Water supply system" means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

B. Authority and Control.

i. The public water system shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.

ii. The public water system shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.

iii. The public water system may control any service connections within the distribution system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly.

iv. The public water system may collect fees for the administration of this program.

v. The public water system shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.

vi. Except as otherwise provided herein, the public water system shall administer, implement and enforce the provisions of this Covenant.

C. Requirements.

i. Lot owner service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the Lot owner's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the public water system must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

ii. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.

iii. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the Declarant and owner's plumbing system.

iv. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.

v. Reduced pressure principle backflow preventers shall not be installed in a manner subject to flooding.

vi. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.

vii. All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.

viii. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.

ix. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.

x. The public water system shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the Declarant and owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.

xi. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the Lot owner.

xii. No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.

xiii. For new buildings, all building plans must be submitted to the public water system and approved prior to the issuance of water service. Building plans must show: water service type, size and location; meter size and location; backflow prevention assembly size, type and location; and fire sprinkler system(s) service line, size and type of backflow prevention assembly.

xiv. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.

xv. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.

xvi. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.

xvii. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the public water system can chose to not require the backflow protection. The public water system will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the public water system suspects water quality issues the public water system will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

D. Inspection, Testing, and Repair. Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the Lot owner. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the Lot owner.

i. As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.

ii. Testing gauges shall be tested and calibrated for accuracy at least once annually.

E. Reporting and Recordkeeping.

i. Copies of records of test reports, repairs and retests, or replacements shall be kept by the Lot owner for a minimum of three (3) years.

ii. Copies of records of test reports, repairs and retests shall be submitted to the public water system by mail, facsimile or e-mail by the testing company or testing technician.

iii. Information on test reports shall include, but may not be limited to:

- a. Assembly or method type
- b. Assembly or method location
- c. Assembly make, model and serial number
- d. Assembly size
- e. Test date; and
- f. Test results including all results that would justify a pass or fail outcome
- g. Certified cross-connection control technician certification agency
- h. Technician's certification number
- i. Technician's certification expiration date
- j. Test kit manufacturer, model and serial number
- k. Test kit calibration date

F. Right of Entry. A properly credentialed representative of the public water system shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk and for determining compliance with this paragraph 44. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the public water system's distribution system.

G. Compliance. Lot owners shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the public water system shall complete one of the following actions within 120 days of its discovery: control the cross connection; remove the cross connection; or suspend service to the cross connection. The public water system shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public water system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

H. Violations and Penalties. Any violation of the provisions of this paragraph 44, shall, upon conviction be punishable as provided in all applicable statutes, laws, and regulations.

I. Conflict With Other Codes. If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

45. Captions. The captions contained in these Declarations are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Declarations or the intent of any provision thereof.

46. Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of these Declarations so require.

47. Waiver. No provision contained in these Declarations is abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

48. Invalidity/Severability. The provisions of these Declarations shall be deemed to be independent and severable and if any of the provisions of these Declarations or any clause, paragraph, sentence, phrase or word, or the application thereof, in any circumstances be invalidated by judgment or Court Order, such invalidity shall not affect the validity of the remainder of these Declarations, which other provisions shall remain in full force and effect.

49. Conflict. These Declarations are intended to comply with the requirements of the Act, including C.R.S. §§38-33.3-105 to 38-33.3-107, If there is any conflict between these Declarations and the Act, or any other applicable statutes, the provisions of such statutes shall control.

50. Binding Affect – Amendment.

A. Covenants Running With Property. The benefits, burdens, and all other provisions contained in these Declarations shall be covenants running with and binding upon the Property and all Lots created thereon, respectively.

B. Binding Effect. The benefits, burdens and all other provisions contained in these Declarations shall be binding upon, and inure to the benefit of the Declarant, the Association and all Lot Owners, and upon and to their respective heirs, executors, administrators, personal representatives, successors and assigns. Any right or any interest reserved or contained in these Declarations to or for the benefit of the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of the rights or interests, to any person, corporation, partnership, association or other entity.

C. Amendment.

i. The covenants and restrictions of these Declarations and the Lots described herein and created hereby/through the Plat, shall run with and bind the land for a term of twenty (20) years from the date of the recording of these Declarations, after which time these Declarations shall be automatically extended for successive periods of ten (10) years each, until such time as these Declarations are terminated or revoked in the manner herein provided.

ii. Except as is otherwise provided herein, these Declarations shall not be revoked or terminated unless all of the Owners, and all First Mortgagees which have given the Association notice of their interest in any Residential Unit/Lot, consent and agree to such termination or revocation by an instrument duly recorded; such termination and revocation shall also comply with C.R.S. §39-33.3-218. Except as provided in this Paragraph 49, these Declarations shall not be amended or modified

unless the voting Owners, including Open Space Owner, having at least sixty-seven percent (67%) of the Proportionate Interests and the First Mortgagees of at least sixty-seven percent (67%) of the Residential Units/Lots which have provided the Association notice of their interest in any Residential Unit/Lot have agreed to such amendment; provided, however, (a) that any section in these Declarations which requires a particular percentage of Owners and/or Mortgagees may be amended only by written consent of the specified percentage of those parties; (b) that this Paragraph may be amended by an instrument signed by Owners of at least ninety percent (90%) of the voting interests, and one hundred percent (100%) of all First Mortgagees who have given the Association notice of their lien; (c) that an Owner's Proportionate Interest in the Common Elements appurtenant to each Lot as set forth herein shall have permanent character and shall not be altered without the consent of all of the Owners and all of the First Mortgagees of which have provided the Association notice of their interest in any Residential Unit/Lot; and (d) that the Declarant hereby reserves the right until the Period of Declarant Control is terminated, but without the vote of the Owners, to make such amendments to these Declarations, the Articles of Incorporation and/or the Bylaws of the Association, as may be necessary to correct typographical errors or ambiguities in said documents, and each Lot Owner and Mortgagee by accepting a deed or other instrument to a Lot within the Subdivision appoints Declarant as his attorney-in-fact for purposes of executing in said Lot Owner's name and recording any such amendments to these Declarations, and each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Residential Unit/Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Declarant to make, execute and record any such amendments.

iii. The consent of any junior Mortgagee shall not be required under the provisions of this Paragraph 49. In determining whether the appropriate percentage of Mortgagee approval is obtained, each First Mortgagee which has provided the Association notice of their interest in any Residential Unit/Lot shall have one (1) vote for each First Mortgage owned.

iv. To be effective, all amendments to these Declarations must be recorded in the public records of El Paso County, Colorado, and an amendment must be indexed in the grantee's index in the name of the common interest community and the Association and in the grantor's index in the name of each person executing the amendment. The amendment shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose, or in the absence of designation, by the president of the Association. All expenses associated with preparing and recording an amendment to the Declaration shall be the sole responsibility of the party designated in C.R.S. §38-33.3-217(6).

v. Recording of Amendments. To be effective, all amendments to or revocation or termination of these Declarations must be recorded in the office of the Clerk and Recorder of the County of El Paso, Colorado, and must contain evidence of the required approval thereof.

51. Acceptance of Documents/Waiver of Homestead. The conveyance, sale, transfer, lease or encumbrance of a Residential Unit or Lot shall be deemed to include the acceptance of all of the provisions of these Declarations, the Articles of Incorporation and Bylaws of the Association, and the waiver of any homestead rights and any

exemptions under any state or federal law and shall be binding upon each grantee and mortgagee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

52. No Waiver. Failure to enforce any provisions of these Declarations shall not operate as a waiver of any such provision or of any other provision of these Declarations.

53. Governing Law. These Declarations shall be governed by, and construed in accordance with, the laws of the State of Colorado, and venue shall be proper in a Court of competent jurisdiction in El Paso County, Colorado.

54. Remedies Cumulative. The rights and remedies of the Association are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity and may be exercised concurrently, independently or successively without effect or impairment upon one another.

55. Implied Approval by Mortgagees. Notwithstanding any provision of these Declarations, when any matter requires First Mortgagee approval, such approval will be assumed when that First Mortgagee fails to submit a written response to any written proposal for an amendment within thirty (30) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail with a "return receipt" requested. Any First Mortgagee shall be given notice of any proposed action requiring its consent, if the First Mortgagor has sent a written request to the Association, stating both its name and address and the Lot number/Lot address on which it has (or insures or guarantees) the Mortgage.

IN WITNESS WHEREOF, the Declarant has caused these Declarations to be executed this ___ day of _____, 2020.

By: _____
_____, as _____
of Declarant, Benet Hill Monastery
of Colorado Springs

Attachment 9
Water efficiency plan

Water Efficiency Plan – Not Applicable

The system will not deliver no more than 8.37 acre-feet of water per year. No Water Efficiency Plan is required.

Attachment 10

Operation and maintenance manual

Sanctuary of Peace POA Water System Operation and Maintenance Manual



This O&M Manual belongs to:


Sanctuary of Peace POA

PWSID #: CO0121702

Completed by David Stanford

Date: 02/15/2020

O&M Manual Revisions Log

DATE	SECTION	REVISION	SIGNATURE
02/15/20		New Manual	

General System Information

General System Information

Water System Name	Sanctuary of Peace
PWSID #	CO0121702
Location/Town	Promise Point Colorado Springs, CO 80921
System Owner	Benet Hill Monastery
System ORC	David G. Stanford

Contact List

Contact List

Contact Name	Contact Position	Contact Address	Contact Phone #	Contact E-Mail Address
Vincent Crowder	POA Manager	3190 Benet Lane Colorado Springs, CO 80921	Cell (719) 355-1639 OFC (719) 633-0655	VCROWDER@BENETHILLMONASTERY.ORG
David Stanford	ORC	P.O. Box 1903 Woodland Park, CO 80866	(719) 687-2386	d.stanford@h2oconsultants.biz

Organizational Chart

Organizational Chart

Vincent Crowder

Sanctuary of Peace POA

Water Operator

Job Descriptions

Owner/Legal Entity

Name: Vincent Crowder/Sanctuary of Peace POA

List of Primary Responsibilities:

√	Ensure the facility is operated by an Operator in Responsible Charge (ORC) with appropriate certifications
√	Ensure all process control and system integrity decisions about water quality or quantity affecting public health or environment are made by an ORC
√	Ensure a certified operator is available on-site or in contact as needed to initiate appropriate actions in a timely manner for each operating shift
√	Keep a current ORC Reporting Form on file with the Water Quality Control Division

Requirements or Certifications

List of Additional Responsibilities:

√	Provide Funding
√	Work with operator

Owner/Legal Entity

Name: David Stanford/H2O Water Consultants/Water Treatment Plant Operator

List of Primary Responsibilities:

√	Control the processing of raw, treated, and finished water
√	Prepare and control chemical addition for water
√	Observe and respond to variations in operating conditions
√	Interpret instrument readings and adjust
√	Operate valves, gates and pumps
√	Maintain logs and records
√	Collect and/or analyze process control samples
√	Inspect and test new, modified, or repaired facilities prior to placing them in service
√	Implement preventative maintenance programs for facilities
√	Comply with laws, regulations, and reporting requirements

Requirements or Certifications

√	"C" Level Water Operator's Certificate & Level "1" Distribution System Certificate

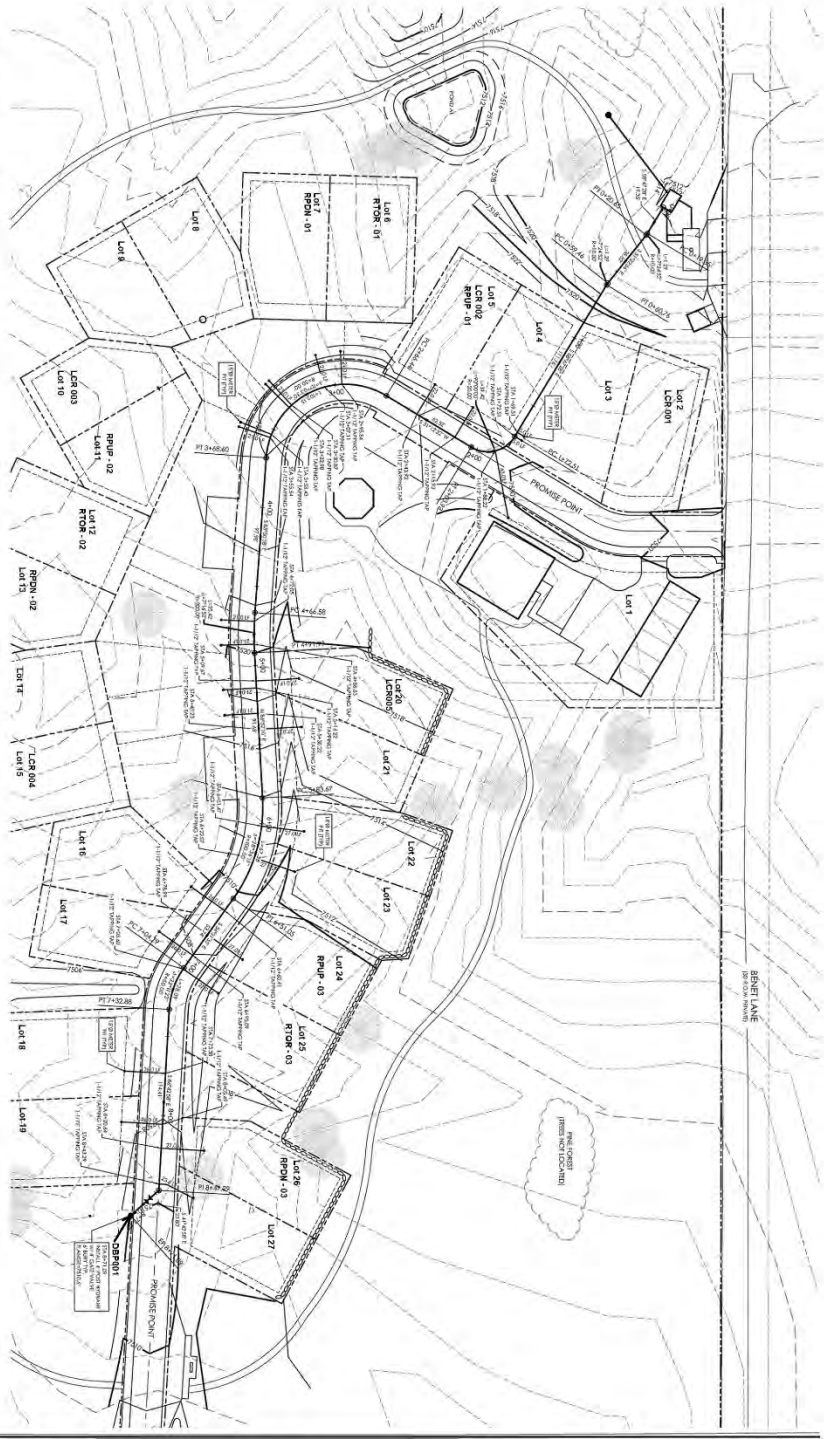
List of Additional Responsibilities:

√	Keep records, Monitoring Plan, Operations Manual & Cross Control Program Manuals Current.

System Maps/Process Diagram

Water Treatment System Diagram

Water System Map



WATER SYSTEM MATERIAL:

WRITE MAN

- 4" (101.6mm) DIAMETER PERFORMANCE PIPE - DISCRETE KIDS OR APPROVED EQUAL
- WATER SERVICE LINE
- 1.1/4" (29.5mm) DIAMETER PERFORMANCE PIPE - DISCRETE KIDS OR APPROVED EQUAL

PUDSP-19-002



REVISIONS



MVE, INC.
ENGINEERS SURVEYORS

1003 Kelpy Street, Suite 500 Colorado Springs, CO 80909 719.635.5736

DESIGNED BY
CHECKED BY
DRAWN BY
DATE

REVISIONS

WATER SYSTEM PLAN
DISTRIBUTION &
SERVICE LINES

W-2 APPROVED: 61087
DATE: FEBRUARY 14, 2020
DRAWN BY: WSTS-WP
SHEET 2 OF 6

Topic	Questions to Ask Yourself	Who Has Primary Responsibility for This?	What is My Role as Operator
Source Water	<ul style="list-style-type: none"> Do you have enough source water to meet projected needs over the next 20 years? 	Owner of the system	Manage the system properly. Communicate to your supervisor about source water supply.
	<ul style="list-style-type: none"> Do you have a source water protection program in place? 	Owner and/or primary operator	Following procedures established in the protection program, such as completing and submitting required reports. Bring source water protection up to your supervisor if you do not know if one is in place
Facilities and Resources	<ul style="list-style-type: none"> Is the capacity of the system appropriate to meet water demands through the next 20 years? 	Owner of the system	Help supervisor/owner/board understand current capacity of system.
	<ul style="list-style-type: none"> Is your system in compliance with all applicable Federal and State of CO regulations? 	Owner of the system	Run the system according to the rules and regulations, as well as in accord with the established policies and procedures. Communicate areas of non-compliance and what is needed to address the non-compliance.
	<ul style="list-style-type: none"> Does your system have certified personnel adequate for now and in the future? 	Owner and/or chief operator of the system	Obtain and maintain license and/or certifications that fit your system. Identify any assistance you need to get the job done, in particular, if/when dictated by changes in regulations.
	<ul style="list-style-type: none"> Does your system prepare an annual budget? 	Owner of the system	Either prepare it or gather information for the person(s) who do(es).
Fire Protection	<ul style="list-style-type: none"> Does the water system have adequate storage to provide water to all customers and meet fire flow requirements? 	Owner of the system	Proper maintenance, monitoring, and reporting. Communicate any deficiencies in fire protection storage or planning.

Emergency Response Plan

System Information

Keep this basic information easily accessible to authorized staff for emergency responders, repair people, and the news media.

System information

System Identification Number	CO0121702	
System Name and Address	Sanctuary of Peace POA 3190 Benet Lane Colorado Springs, CO 80921	
Directions to the System	Exit Baptist Road from Interstate 25 North or South proceed 3.1 miles East on Baptist Road to CO Hwy 83 then proceed right about .7 Miles to System Site	
Basic Description and Location of System Facilities	.7 miles south of Intersection Hodgins Rd and CO Hwy 83 in El Paso County, Colorado	
Location/Town	Colorado Springs Colorado	
Population Served and Service Connections from Division of Drinking Water Records	54 Residents and their guests	Twenty seven (27) service connections
System Owner	Sanctuary of Peace POA	
Name, Title, and Phone Number of Person Responsible for Maintaining and Implementing the Emergency Plan	Vincent Crowder	(719) 355-1639 Phone

Chain of Command - Lines of Authority

The first response step in any emergency is to inform the person at the top of this list, who is responsible for managing the emergency and making key decisions.

Chain of command — lines of authority

Name and Title	Responsibilities During an Emergency	Contact Numbers
Vincent Crowder POA Manager	Responsible for overall management and operations of the Sanctuary of Peace POA Water System. Vincent is responsible for managing the emergency and dealing with the public	(719) 355-1639
David Stanford ORC	Responsible for overall operations of the water treatment plant & distribution system.	(719) 687-2386

Events that Cause Emergencies

The events listed below may cause water system emergencies. They are arranged from highest to lowest probable risk.

Events that cause emergencies

Type of Event	Probability or Risk (High-Med-Low)	Comments
Fire	Med	Dry Summers and vegetation on the property cause fire risk
Water Main Break	Med	Older water system water main breaks are always a risk
Boil Water Notice	Low	Bacteriological contamination of the distribution system

Emergency Notification

Notification call-up lists - Use these lists to notify first responders of an emergency.

Emergency Notification List				
Organization or Department	Name & Position	Telephone	Night or Cell Phone	Email
Local Law Enforcement	Officer On Duty	911	911	
Fire Department	Officer On Duty	911	911	
Emergency Medical	Officer On Duty	911	911	
Water Operator (if contractor)	Dave Stanford	(719) 687-2386	Same	daves@h2oconsultants.biz
Primacy Agency Contact CDPHE	Water Quality Control Division	(303) 692-3500		
Hazmat Hotline	Incident Report Line	(877) 518-5608		
Neighboring Water System (not connected)	Glenn Eagle Water Colorado Springs Utilities	(719) 488-3603 (719) 448-4800		

Service / Repair Notifications				
Organization or Department	Name & Position	Telephone	Night or Cell Phone	Email
Electric Utility Co.	Mountain View Electric	(719) 495-2283		
Electrician	D&J Quality Electrician	719) 495-4312		
Gas/Propane Supplier	Black Hills	(719) 303-0712		
Water Testing Lab.	Colorado Analytical Lab	(303) 659-2313		
Sewer Utility Co.	N/A Septic			
Telephone Co.	Century Link	1 (877) 837-5738		
Plumber	Olson Plumbing & Heating Co	(719) 635-3563		
Pump Supplier	Barnhart Pump Company	(719) 683-7512	Same	mark@barnhartpump.com
"Call Before You Dig"	UNCC	811	811	

Response Actions for Specific Events

In any event, there are a series of general steps to take:

1. Analyze the type and severity of the emergency;
2. Take immediate actions to save lives;
3. Take action to reduce injuries and system damage;
4. Make repairs based on priority demand, and
5. Return the system to normal operation.

The following tables identify the assessment, set forth immediate response actions, define what notifications need to be made, and describe important follow-up actions.

A. Fire

Assessment	Which Building is on Fire
Immediate Action	Call Fire Department with address & fire information
Notifications	Vincent Crowder & Dave Stanford
Follow-up-Actions	Assess damage and costs determine if water system can be operated

B. Water Main Break

Assessment	Locate Leak and leak size
Immediate Action	Shut down the water leak
Notifications	Vincent Crowder & Dave Stanford
Follow-up-Actions	Contact Olson Plumbing for repair of the leak. Once repaired restore water service

C. Boil Water Order

Assessment	Positive Bacteriological sample. Is boiling appropriate Investigate cause.
Immediate Action	Contact CDPHE Post Public Notice
Notifications	CDPHE & Vincent Crowder
Follow-up-Actions	Monitor TC & Chlorine Residuals. Public Notice & Notice Certification to CDPHE

Alternative Water Sources

Tie into adjacent water supply system:

Water Systems within one mile of your system	Feasibility of Connecting
GlenEagle Water Colorado Springs Utilities	N/A N/A

Alternate source(s) of water

Alternative Sources	Names	Phone	Availability	Is the Water Safe for Drinking?
Bottled water Suppliers for potable water use	Sam's Club Costco	(719) 264-5010 (719) 277-0407	Good	Bottled Water

Emergency Response Plan

System Information

System Name: The Sanctuary of Peace POA

Public Water System (PWS) Number: CO0121702

Lead Operator Name/#: David Stanford (719) 687-2386

Back-up Operator Name/#: Dave Stanford (719) 687-2386

Owner Name/#: Benet Hill Monastery

Population Served: 54 Full Time Residents and their guests.

Number of Service Connections: Twenty Seven (27)

Attach treatment schematic and distribution system map from Monitoring Plan. See Pages 13 & 14 of this document!

Emergency Contact Information

Life threatening emergency always dial: 911

CDPHE 24-Hour Emergency Hotline: 1-877-518-5608

CoWARN (to receive aid from other utilities) Website: www.cowarn.org

County Sheriff #: 911

Critical Customer Contact #s: NONE

Alternate Sources of Water Supply Name/#: Sam's Club and/or Costco

Emergency Power #: Electrician #: Mountain View Electric 719-495-2283

Plumber #: Olson Plumbing & Heating Co (719) 635-3563

Locates/Excavator #: 811 _____

List of Critical Equipment/Chemicals with Supplier Name/#:

Chlorine Bleach/Amazon

Name/# of Neighboring Utilities: Glenn Eagle Water 719-488-3603; CSU 719-448-4800

Emergency Response Procedures

Shut-down procedures and location of shut-off valve: Main Building turn off pump power and close the valve

Start-up procedures: Turn on the pump power and open the valve

Public notification procedures: Post Public Notices on the front door of the Monastery

Location of fire extinguisher/safety equipment: In water treatment plant

Location of spare or repair parts: In water treatment plant

Additional Resources The CoWARN website contains resources for planning and responding to emergencies: <http://www.cowarn.org/>

Operations and Maintenance Planning

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
Weekly System Checks, Free Chlorine Monitoring	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	<p>CDPHE has determined that the Sanctuary of Peace is a Community Public Water Supply consisting of one, point source and one water distribution system. The Point source is the Sanctuary of Peace POA well. This well and water treatment system serve the Sanctuary of Peace POA.</p> <p>The ORC (Responsible Operator in Charge) will check the Sanctuary of Peace POA treatment facilities at least weekly to monitor chlorine solution levels, water storage tank levels and free available chlorine entering the distribution system. The Operator in Responsible Charge of this water treatment system requires a "D" level operator' certification or above. The water distribution system requires a Level "1" Water Distribution System Operator or above. Trained Sanctuary of Peace POA employees are allowed by the ORC to mix chlorine solution to continue daily plant operations to CDPHE Regulation 11 Standards and to test and to record free chlorine levels found during systems checks.</p>
Mixing Chlorine Solution	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Mix chlorine solution using NSF approved Sodium Hypochlorite and water using chlorine solution mixing concentration on the chlorine solution tanks.
Total coliform distribution system sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	<p>Collect Total Coliform samples from sites identified in the Sanctuary of Peace POA Monitoring Plan as required in the Sanctuary of Peace POA Drinking Water Schedule provided by CDPHE on their website.</p> <p>If the chlorine residual measured at sampling is below 0.2 mg/L or above 4.0 mg/L, immediately notify the certified operator in responsible charge.</p>
Free Chlorine Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	If the chlorine residual measured is below 0.2 mg/L or above 4.0 mg/L, immediately notify the certified operator in responsible charge (ORC).
Nitrate Annual Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	<p>Take Nitrate Sample as required by CDPHE from each point source at least once per year. Sampling requirements are outlined in the Benet Hill Drinking Water Schedule provided on the CDPHE web-site.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of</p>

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
		Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Nitrite Sampling / Once every Nine Years	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Nitrite Samples from each point source once every nine years or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Disinfection Byproduct Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take TTHM & HAA5 in August of each year or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Lead & Copper Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take ten Lead & Copper Samples twice per year or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each Lead & Copper site required to be sampled in the CDPHE Drinking Water Schedule.
Fluoride Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Fluoride Samples once every three years or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
Inorganics Group	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Inorganics Group Samples as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Synthetic Organics Group	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Synthetic Organics Group Samples as required by CDPHE from each point source. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Volatile Organics Group	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Volatile Organics Group Samples as required by CDPHE from each point source. Order sample kit from the Benet Hill contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Radiological Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Radiological Group Samples as required by CDPHE from each point source. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Chlorine Contact Tank Inspection	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Quarterly inspect chlorine contact tanks, and water storage tanks at the Sanctuary of Peace POA treatment facility to assure they are protected from outside contamination not leaking.

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
Water Main Break	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	If possible, locate and isolate the water leak using main line valves. Contact the Sanctuary of Peace POA contract excavation/main repair contractor/contract plumber. Contact Sanctuary of Peace POA office for notification of water shut down and area's affected. Contact ORC for situation report.
Well Pump or Pressure Pump Breakdown	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	It is always best to monitor well pump and pressure pump operations closely. During summer months thunderstorms with lightning can severely damage well pump and pressure pump equipment. Should the Sanctuary of Peace POA have a well pump or pressure pump failure contact Barnhart Pump Company (719) 683-7512 to schedule the needed pump replacement.

Operations SOP'S & Logging Data

Standard Operating Procedure

*Task title:	System Checks, & Free Chlorine Monitoring
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Weekly at Water Treatment Plants
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	The Sanctuary of Peace POA water treatment plant operations are controlled by a float monitoring water levels in the water storage tank. Once weekly monitor & record free chlorine level at the distribution system entry point in the water treatment plant. Collect and record meter readings, free chlorine residual in the distribution system, free chlorine entering the distribution system, and solution tank level. Record the information on Sanctuary of Peace POA forms in the Sanctuary of Peace POA treatment plant. Contact ORC if Free Chlorine levels are below 0.3 entering the water distribution system.
Records and reporting:	ORC will update on-line WIM's weekly log with, time, operator initials, residual chlorine level, all other information noted in the WIM's daily record.
Tools needed to complete task:	Free Chlorine test kit, records forms, pen or pencil.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Mixing Chlorine Solution.
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA treatment plant, weekly or more as needed.
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	Check chlorine solution tank levels weekly. Add new solution based on solution tank level (low or near empty) and solution mixture labeled on solution tank. Keep NSF approved sodium hypochlorite in stock for refilling solution tank.
Records and reporting:	Update the records log in comments, that chlorine solution was mixed.
Tools needed to complete task:	Garden hose to add water to sodium hypochlorite in solution tank.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Total Coliform Sampling and Disinfection Residual Monitoring in the Distribution System
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	<p>Total coliform sample locations. Routine Total coliform sample locations are outlined in the Sanctuary of Peace POA Monitoring Plan.</p> <p>All routine samples should be taken from the restroom sinks of the sample location. Remove the aeration screens from the faucet and allow cold water to run for a few minutes before collecting the water sample. (See Instructions Below)</p> <p>Samples can be taken from an outside spigot or hydrant but not a tap that has a gooseneck faucet or a swivel faucet, as these often generate false positives.</p>
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	If the free chlorine residual measured is below 0.2 mg/L or above 4.0 mg/L, immediately notify the ORC.
Records and reporting:	Update the sampling form in the Sanctuary of Peace POA plant with free residual chlorine level measured.
Tools needed to complete task:	Lab issued total coliform sample bottle(s) & pen to fill out the lab sample form.
PPE requirement:	None

Steps to complete process



Chlorine Test Kit CN-70 (1454200), CN-70F (1454201), CN-70T (1454202)

DOC326.98.00003

Test preparation

CAUTION: ⚠️ Review the Safety Data Sheets (MSDS/SDS) for the chemicals that are used. Use the recommended personal protective equipment.

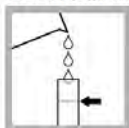
NOTICE: This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.

- Analyze samples immediately after collection.
- Put the color disc on the center pin in the color comparator box (numbers to the front).
- Use sunlight or a lamp as a light source to find the color match with the color comparator box.
- Rinse the tubes with sample before the test. Rinse the tubes with deionized water after the test.
- If the color match is between two segments, use the value that is in the middle of the two segments.
- If the color disc becomes wet internally, pull apart the flat plastic sides to open the color disc. Remove the thin inner disc. Dry all parts with a soft cloth. Assemble when fully dry.
- The long-path adapter for the low range test shows the color in the tubes from top to bottom. Make sure the light source is above the tubes during the color match.
- Undissolved reagent does not have an effect on test accuracy.
- For free chlorine, read the result immediately after the reagent is added to prevent interference from monochloramine. If the sample contains 3.0 mg/L monochloramine, the free chlorine result increases each minute by 0.1 mg/L.
- If the low range test result is more than the maximum limit, use the mid range test procedure with a fresh sample.

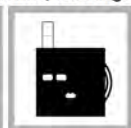
Test procedure—Free or total chlorine, low range (0–0.68 mg/L Cl₂)



1. Install the long-path adapter in the color comparator box.



2. Fill a tube to the top line with sample.



3. Put the tube into the left opening of the color comparator box.



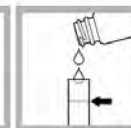
4. Fill the bottle to the 25-mL mark with sample.



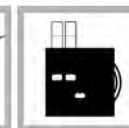
5. Add one DPD (Free or Total) Chlorine Powder Pillow. Swirl to mix.



6. For free chlorine, read the result within 1 minute. For total chlorine, wait 3 minutes. Read the result within 6 minutes.



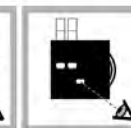
7. Fill a second tube to the top line with the prepared sample.



8. Put the second tube into the color comparator box.



9. Hold the color comparator box below a light source. Turn the color disc to find the color match.



10. Read the value in the scale window. Divide the value by 5 to get the result in mg/L.

Replacement items

Description	Unit	Item no.
DPD Free Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1407099
DPD Total Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1406499
Bottle, square, with 25-mL mark	each	1704200
Color disc, DPD chlorine, 0–3.4 mg/L	each	990200
Color comparator box	each	173200
Long-path adapter	each	2412200
Plastic viewing tubes, 18 mm, with caps	4/pkg	4660004

Optional items

Description	Unit	Item no.
Caps for plastic viewing tubes (4660004)	4/pkg	4660014
Glass viewing tubes, glass, 18 mm	6/pkg	173006
Stoppers for 18-mm glass tubes and AccuVac Ampuls	6/pkg	173106
Water, deionized	500 mL	27249

Standard Operating Procedure

*Task title:	Free Chlorine Residual Sampling
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	At Entry Point to Distribution System. When collecting routine Total Coliform Sampling.
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	If the chlorine residual measured in Step 10 is below 0.2 mg/L or above 4.0 mg/L, immediately notify the ORC.
Records and reporting:	Update the records log with date, time, and location of the residual chlorine level measured in Step 10.
Tools needed to complete task:	Chlorine test kit and DPD Reagent
PPE requirement:	None

Standard Operating Procedure

Steps to complete process



Chlorine Test Kit
 CN-70 (1454200), CN-70F (1454201), CN-70T (1454202)
 DOC326.98.00003

Test preparation

CAUTION: ⚠️ Review the Safety Data Sheets (MSDS/SDS) for the chemicals that are used. Use the recommended personal protective equipment.

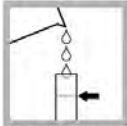
NOTICE: This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.

- Analyze samples immediately after collection.
- Put the color disc on the center pin in the color comparator box (numbers to the front).
- Use sunlight or a lamp as a light source to find the color match with the color comparator box.
- Rinse the tubes with sample before the test. Rinse the tubes with deionized water after the test.
- If the color match is between two segments, use the value that is in the middle of the two segments.
- If the color disc becomes wet internally, pull apart the flat plastic sides to open the color disc. Remove the thin inner disc. Dry all parts with a soft cloth. Assemble when fully dry.
- The long-path adapter for the low range test shows the color in the tubes from top to bottom. Make sure the light source is above the tubes during the color match.
- Undissolved reagent does not have an effect on test accuracy.
- For free chlorine, read the result immediately after the reagent is added to prevent interference from monochloramine. If the sample contains 3.0 mg/L monochloramine, the free chlorine result increases each minute by 0.1 mg/L.
- If the low range test result is more than the maximum limit, use the mid range test procedure with a fresh sample.

Test procedure—Free or total chlorine, low range (0–0.68 mg/L Cl₂)



1. Install the long-path adapter in the color comparator box.



2. Fill a tube to the top line with sample.



3. Put the tube into the left opening of the color comparator box.



4. Fill the bottle to the 25-mL mark with sample.



5. Add one DPD (Free or Total) Chlorine Powder Pillow. Swirl to mix.



6. For free chlorine, read the result within 1 minute. For total chlorine, wait 3 minutes. Read the result within 6 minutes.



7. Fill a second tube to the top line with the prepared sample.



8. Put the second tube into the color comparator box.



9. Hold the color comparator box below a light source. Turn the color disc to find the color match.



10. Read the value in the scale window. Divide the value by 5 to get the result in mg/L.

Replacement items

Description	Unit	Item no.
DPD Free Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1407099
DPD Total Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1406499
Bottle, square, with 25-mL mark	each	1704200
Color disc, DPD chlorine, 0–3.4 mg/L	each	990200
Color comparator box	each	173200
Long-path adapter	each	2412200
Plastic viewing tubes, 18 mm, with caps	4/pkg	4660004

Optional items

Description	Unit	Item no.
Caps for plastic viewing tubes (4660004)	4/pkg	4660014
Glass viewing tubes, glass, 18 mm	6/pkg	173006
Stoppers for 18-mm glass tubes and AccuVac Ampuls	6/pkg	173106
Water, deionized	500 mL	27249

Standard Operating Procedure

*Task title:	Sample Collection of Nitrate, Nitrite, Fluoride, Gross Alpha, Uranium, Inorganics, Synthetic Organics, & Volatile Organics
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	All Samples should be taken from the sample points outlined in the Sanctuary of Peace POA Monitoring Plan and the annual CDPHE Monitoring Schedule.
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Take Samples as required by CDPHE Monitoring Schedule from each point source.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit.</p> <p>Follow the Sanctuary of Peace POA Water Monitoring Plan & CDPHE Drinking Water Monitoring Schedule for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.</p> <p>Immediately notify the certified operator in responsible charge if you contaminate the sample bottles or have any problems collecting the samples.</p>
Records and reporting:	Use lab chain of custody form & update with date, time, location of the sample taken
Tools needed to complete task:	Lab issued sample bottle(s) and preservatives.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Sample Collection of Disinfection Byproduct Sampling
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	<p>Samples should be collected at the point of longest detention time outlined in the Sanctuary of Peace POA Monitoring Plan & CDPHE Annual Monitoring Schedule.</p> <p>Samples can be taken from an outside spigot or hydrant of the sample site.</p>
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Take Samples as required by CDPHE Monitoring Schedule from each point source.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit.</p> <p>Follow the Sanctuary of Peace POA Water Monitoring Plan & CDPHE Drinking Water Monitoring Schedule for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.</p> <p>Immediately notify the certified operator in responsible charge if you contaminate the sample bottles or have any problems collecting the samples.</p>
Records and reporting:	Update the sampling log with date, time, & location
Tools needed to complete task:	Lab issued TTHM & HAA5 sample bottle(s), chain of custody form, bottle labels, and a pen.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Sample Collection of Lead & Copper Samples
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	<p>Samples should be collected at sites outlined in the Sanctuary of Peace POA Monitoring Plan & CDPHE annual Monitoring Schedule.</p> <p>Samples are taken by trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff. The sampler should sign attached Lead & Copper CDPHE approved sample certification paperwork.</p>
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Lead & Copper samples are collected annually per the annual CDPHE Monitoring Schedule.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit.</p> <p>Follow the Sanctuary of Peace POA Water Monitoring Plan & CDPHE Drinking Water Monitoring Schedule for the proper site location for collecting the sample from each lead and copper sample site required in the CDPHE Drinking Water Schedule.</p> <p>Immediately notify the certified operator in responsible charge if you contaminate the sample bottles or have any problems collecting the samples.</p>
Records and reporting:	Update the sampling log with date, time, & location complete required CDPHE 90 th percentile certification, and sample notification certification.
Tools needed to complete task:	Lab issued one-liter Lead & Copper sample bottle(s)
PPE requirement:	None

Standard Operating Procedure

*Task title:	Water main break isolation and repair
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA Water Distribution System
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Note location of leak & isolate the leak, if possible, using main line valves. Contact 811 for locates and contact Sanctuary of Peace POA contract excavation company. Contact ORC for repair parts and public notification of the leak.</p> <p>Work with excavation contractor and / or plumber to repair the water leak as rapidly as possible. Flush area of water leak and test chlorine residual.</p> <p>Take down stream bacteriological sample as soon as possible after leak repair.</p>
Records and reporting:	Note leak in plant records along with routine data collection.
Tools needed to complete task:	Cell phone and any materials located on site to repair water leaks.
PPE requirement:	Reflective vest for possible work outside and in Roadway.

Standard Operating Procedure

*Task title:	Water main line valve operation
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA Water Distribution System
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	Note location of main line valves and operate annually. Record any valve problems to ORC.
Records and reporting:	Note problems and report to ORC.
Tools needed to complete task:	Building plans for valve locations.
PPE requirement:	Reflective vest for possible work outside and in Roadway.

Standard Operating Procedure

*Task title:	Chlorine Contact Tank / Storage Tank Inspection
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA Treatment Plant
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	Visually inspect tank exterior. Note condition of air vent screening, tank lid condition, and float switches. Report any problems to ORC.
Records and reporting:	Note problems and report to ORC and record in plant record under comments.
Tools needed to complete task:	Camera for possible documentation of inspection.
PPE requirement:	None

Sanctuary of Peace Operational Logs

Example Operations Logs

Sanctuary of Peace

September 2020

Date	001 (EFF)						BH Comments
	BH Time	BH Operator Initials	BH Entry Point Free CL2 mg/l	BH Meter Reading gal	BH Gallons Per Day	BH Free Cl2 Dist. Abrahaven mg/l	
5/1/2018					1,503		
5/2/2018					1,503		
5/3/2018	11:15 AM	DGS	0.79	4,789,740	1,503	1.93	System Checked
5/4/2018					1,619		
5/5/2018					1,619		
5/6/2018					1,619		
5/7/2018					1,619		
5/8/2018					1,619		
5/9/2018					1,619		
5/10/2018					1,619		
5/11/2018	8:00 AM	DGS	0.77	4,802,690	1,619	2.20	Sustem Checked
5/12/2018					1,863		
5/13/2018					1,863		
5/14/2018					1,863		
5/15/2018					1,863		
5/16/2018					1,863		
5/17/2018	5:35 PM	DGS	0.65	4,813,870	1,863	0.95	Sustem Checked
5/18/2018					1,584		
5/19/2018					1,584		
5/20/2018					1,584		
5/21/2018					1,584		
5/22/2018					1,584		
5/23/2018					1,584		
5/24/2018					1,584		
5/25/2018					1,584		
5/26/2018	11:35 AM	DGS	0.62	4,828,130	1,584	0.96	Sustem Checked
5/27/2018					1,643		
5/28/2018					1,643		
5/29/2018					1,643		
5/30/2018	1:45 PM	DGS	0.69	4,834,700	1,643	0.87	Sustem Checked
5/31/2018					0		
Minimum			0.62	4,789,740	0	0.87	
Maximum			0.79	4,834,700	1,863	2.20	
Total			3.52	24,069,130	49,468	6.91	
Average			0.70	4,813,826	1,596	1.38	

Sanctuary of Peace POA Public Notification Policy

Sanctuary of Peace Public Notification Policy

The Sanctuary of Peace POA will consist of twenty-seven (27) water taps. Because of the limited number of water user's public notification will consist of Hand Delivery, Mail, and the Annual Consumer Confidence Report as outlined in Regulation 11, for any required Public Notification.

The following pages contain the Tier 1, Tier 2, and Tier 3 public notice instructions. It is recommended that The Sanctuary of Peace POS use the simple certificate of delivery for public notification wizard on the CDPHE Drinking Water Web Page: <https://www.colorado.gov/cdphe/pnrule> once the public notice has been hand delivered, mailed, and or placed in the Annual Consumer Confidence Report.

Situations requiring Public Notification can generally be avoided by proper operations and sample collection procedures. Closely following the Annual Monitoring Schedule and maintaining water operations to a high level will avoid the necessity of many if not all public notifications.

If public notice is required it is recommended that the Sanctuary of Peace POA work closely with CDPHE in the editing and distribution of a required public notice.

Tier 1 Public Notice Instructions

Delivery Requirements

Violations and other situations that require Tier 1 public notice have significant potential to have serious adverse effects on human health as a result of short-term exposure. Therefore, the water system must provide public notice to persons served as soon as practical but within 24 hours after learning of the violation or situation. The water system must issue a repeat notice at a frequency determined by the Water Quality Control Division for as long as the violation or situation persists. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must, at a minimum, use the following delivery method:

- Hand delivery

Non-community systems must, at a minimum, use the following delivery method:

- Posting in conspicuous locations

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include emergency reverse 911 system phone calls, television, radio, newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation or situation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "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 public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system is taking. Use one or more of the following actions, if appropriate, or develop your own:

- We are sampling throughout the distribution system for the presence of [contaminant]
- We are monitoring chlorine levels and will adjust them as needed
- We have isolated the break and are working to correct the problem.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 1 Certificate of Delivery Form within ten days after issuing the notice.

Recommendations:

Although not required, it is recommended that the water system issue a "Problem Corrected" public notice once the violation or situation has been resolved.

It is recommended that the water system notify health professionals in the area of the potential health risks. People may call their doctors with questions about how the violation may affect their health, and the doctors should have the information they need to respond appropriately. In addition, health professionals, including dentists, use tap water during their procedures and need to know of potential problems so they can use bottled water.

Tier 2 Public Notice Instructions

Delivery Requirements

Tier 2 public notices are required for violations and situations that can have potential serious adverse effects on human health. Water systems must provide public notice to persons served as soon as practical but within 30 days after learning of the violation. The water system must issue a repeat notice every three months for as long as the violation or situation persists. ***Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).***

Community systems must use at least one of the following delivery methods :

- | Hand delivery or other direct delivery method
- | Mail (can be included with the bill)

Non-community systems must use at least one of the following delivery methods:

- | Posting in conspicuous locations
- | Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "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 public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system took or is taking. Listed below are some steps commonly taken by water systems with MCL violations. Choose the appropriate language, or develop your own:

- | We are working with [*local/state agency*] to evaluate the water supply and researching options to correct the problem. These options may include treating the water to remove [*contaminant*] or connecting to [*system*]'s water supply.
- | We have stopped using the contaminated well. We have increased pumping from other wells, and we are investigating drilling a new well.
- | We will increase the frequency at which we test the water for [*contaminant*].
- | We have since taken samples at this location and had them tested. They show that we meet the standards.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 2 Certificate of Delivery Form within ten days after issuing the notice.

Tier 3 Public Notice Instructions

Delivery Requirements

Tier 3 public notices must be provided to persons served within one year (365 days) after you learn of the violation. Multiple monitoring violations can be serious. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must use at least one of the following delivery methods:

- | Hand delivery or other direct delivery method
- | Mail (can be included with the bill)
- | Insert the notice in the Consumer Confidence Report, as long the CCR is directly delivered within one year (365 days) after you learn of the violation.

Note: In order to meet the public notification requirement using the CCR the system **must use the direct delivery method** and **cannot use the waiver options for small systems.**

Non-community systems must use at least one of the following delivery methods:

- | Posting in conspicuous locations
- | Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "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 public places or by distributing copies by hand."

Corrective Actions

In your notice, describe corrective actions you took or are taking. Listed below are some steps commonly taken by water systems with monitoring violations. Choose the appropriate language, or develop your own:

- | We have since taken the required samples, as described in the last column of the table above. The samples showed we are meeting drinking water standards.
- | We have since taken the required samples, as described in the last column of the table above. The sample for [contaminant] exceeded the limit. [Describe corrective action; use information from public notice prepared for violating the limit.]
- | We plan to take the required samples soon, as described in the last column of the table above.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 3 Certificate of Delivery Form within ten days after issuing the notice.

Public Notification (PN) Certificate of Delivery Form

Submit Form and a Copy of the Delivered PN No Later than 10 Days After Distribution

Submit Online: wqcdcompliance.com/login (preferred)

Fax: (303) 758-1398

WQCD - Drinking Water CAS

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

Revision: 12/08/2015

Section I - Public Water System Information

PWSID:	System Name:
--------	--------------

Contact Person:	Phone #:
-----------------	----------

Comments:

I hereby affirm the Public Notification for the violation or situation identified above has been provided to consumers and any consecutive water systems in accordance with the delivery, content, and format requirements of the Colorado Primary Drinking Water Regulations (CPDWR). I affirm that future requirements for notifying new billing units will be met. I also understand this notice may need to be repeated in accordance with the CPDWR and I must submit this form again with each repeated notice.

Signature of Owner or Owner's Legal Representative	Date
--	------

Printed Name of Owner or Owner's Legal Representative

Section II - Public Notification Report Delivery

Date of Violation Letter or Public Notice Requirement Letter:

Violation Tier Level (Check One):	Tier 1	Tier 2	Tier 3
-----------------------------------	--------	--------	--------

Date Public Notice Distributed:

Reason for Notice (Description of Violation or Situation):

Check All Distribution Methods Used to Reach All Consumers

<input type="checkbox"/> Direct Delivery	Method (Includes Hand Delivery and U.S. Mail) - Required for Community Water Systems
<input type="checkbox"/> Continuously	Posted: (List Locations):
<input type="checkbox"/> Television,	Radio, and/or Newspaper:
<input type="checkbox"/> Delivery of	Multiple Copies to Hospitals, Apartment Buildings, Schools, or Other Community Centers
<input type="checkbox"/> E-mail	
<input type="checkbox"/> Other Method	Approved by CDPHE:
<input type="checkbox"/> Emergency	- 911 System Message

List All Consecutive Water Systems (Systems that Purchase Water From Your System) the Notice was Delivered to:

Attachment 11
Public notification policies

Sanctuary of Peace Public Notification Policy

The Sanctuary of Peace POA will consist of twenty-seven (27) water taps. Because of the limited number of water user's public notification will consist of Hand Delivery, Mail, and the Annual Consumer Confidence Report as outlined in Regulation 11, for any required Public Notification.

The following pages contain the Tier 1, Tier 2, and Tier 3 public notice instructions. It is recommended that The Sanctuary of Peace POS use the simple certificate of delivery for public notification wizard on the CDPHE Drinking Water Web Page: <https://www.colorado.gov/cdphe/pnrule> once the public notice has been hand delivered, mailed, and or placed in the Annual Consumer Confidence Report.

Situations requiring Public Notification can generally be avoided by proper operations and sample collection procedures. Closely following the Annual Monitoring Schedule and maintaining water operations to a high level will avoid the necessity of many if not all public notifications.

If public notice is required it is recommended that the Sanctuary of Peace POA work closely with CDPHE in the editing and distribution of a required public notice.

Tier 1 Public Notice Instructions

Delivery Requirements

Violations and other situations that require Tier 1 public notice have significant potential to have serious adverse effects on human health as a result of short-term exposure. Therefore, the water system must provide public notice to persons served as soon as practical but **within 24 hours** after learning of the violation or situation. The water system must issue a repeat notice at a frequency determined by the Water Quality Control Division for as long as the violation or situation persists. ***Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).***

Community systems must, at a minimum, use the following delivery method:

- Hand delivery

Non-community systems must, at a minimum, use the following delivery method:

- Posting in conspicuous locations

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include emergency reverse 911 system phone calls, television, radio, newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation or situation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "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 public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system is taking. Use one or more of the following actions, if appropriate, or develop your own:

- We are sampling throughout the distribution system for the presence of [contaminant]
- We are monitoring chlorine levels and will adjust them as needed
- We have isolated the break and are working to correct the problem.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 1 Certificate of Delivery Form within ten days after issuing the notice.

Recommendations:

Although not required, it is recommended that the water system issue a "Problem Corrected" public notice once the violation or situation has been resolved.

It is recommended that the water system notify health professionals in the area of the potential health risks. People may call their doctors with questions about how the violation may affect their health, and the doctors should have the information they need to respond appropriately. In addition, health professionals, including dentists, use tap water during their procedures and need to know of potential problems so they can use bottled water.

Tier 2 Public Notice Instructions

Delivery Requirements

Tier 2 public notices are required for violations and situations that can have potential serious adverse effects on human health. Water systems must provide public notice to persons served as soon as practical but within 30 days after learning of the violation. The water system must issue a repeat notice every three months for as long as the violation or situation persists. ***Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).***

Community systems must use at least one of the following delivery methods :

- | Hand delivery or other direct delivery method
- | Mail (can be included with the bill)

Non-community systems must use at least one of the following delivery methods:

- | Posting in conspicuous locations
- | Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "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 public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system took or is taking. Listed below are some steps commonly taken by water systems with MCL violations. Choose the appropriate language, or develop your own:

- | We are working with [*local/state agency*] to evaluate the water supply and researching options to correct the problem. These options may include treating the water to remove [*contaminant*] or connecting to [*system*]'s water supply.
- | We have stopped using the contaminated well. We have increased pumping from other wells, and we are investigating drilling a new well.
- | We will increase the frequency at which we test the water for [*contaminant*].
- | We have since taken samples at this location and had them tested. They show that we meet the standards.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 2 Certificate of Delivery Form within ten days after issuing the notice.

Tier 3 Public Notice Instructions

Delivery Requirements

Tier 3 public notices must be provided to persons served within one year (365 days) after you learn of the violation. Multiple monitoring violations can be serious. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must use at least one of the following delivery methods:

- | Hand delivery or other direct delivery method
- | Mail (can be included with the bill)
- | Insert the notice in the Consumer Confidence Report, as long the CCR is directly delivered within one year (365 days) after you learn of the violation.

Note: In order to meet the public notification requirement using the CCR the system **must use the direct delivery method** and **cannot use the waiver options for small systems.**

Non-community systems must use at least one of the following delivery methods:

- | Posting in conspicuous locations
- | Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "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 public places or by distributing copies by hand."

Corrective Actions

In your notice, describe corrective actions you took or are taking. Listed below are some steps commonly taken by water systems with monitoring violations. Choose the appropriate language, or develop your own:

- | We have since taken the required samples, as described in the last column of the table above. The samples showed we are meeting drinking water standards.
- | We have since taken the required samples, as described in the last column of the table above. The sample for [contaminant] exceeded the limit. [Describe corrective action; use information from public notice prepared for violating the limit.]
- | We plan to take the required samples soon, as described in the last column of the table above.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 3 Certificate of Delivery Form within ten days after issuing the notice.

Public Notification (PN) Certificate of Delivery Form

Submit Form and a Copy of the Delivered PN No Later than 10 Days After Distribution

Submit Online: wqcdcompliance.com/login (preferred)

Fax: (303) 758-1398

WQCD - Drinking Water CAS

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

Revision: 12/08/2015

Section I - Public Water System Information

PWSID:	System Name:
--------	--------------

Contact Person:	Phone #:
-----------------	----------

Comments:

I hereby affirm the Public Notification for the violation or situation identified above has been provided to consumers and any consecutive water systems in accordance with the delivery, content, and format requirements of the Colorado Primary Drinking Water Regulations (CPDWR). I affirm that future requirements for notifying new billing units will be met. I also understand this notice may need to be repeated in accordance with the CPDWR and I must submit this form again with each repeated notice.

Signature of Owner or Owner's Legal Representative	Date
--	------

Printed Name of Owner or Owner's Legal Representative

Section II - Public Notification Report Delivery

Date of Violation Letter or Public Notice Requirement Letter:

Violation Tier Level (Check One):	Tier 1	Tier 2	Tier 3
-----------------------------------	--------	--------	--------

Date Public Notice Distributed:

Reason for Notice (Description of Violation or Situation):

Check All Distribution Methods Used to Reach All Consumers

<input type="checkbox"/> Direct Delivery	Method (Includes Hand Delivery and U.S. Mail) - Required for Community Water Systems
<input type="checkbox"/> Continuously	Posted: (List Locations):
<input type="checkbox"/> Television,	Radio, and/or Newspaper:
<input type="checkbox"/> Delivery of	Multiple Copies to Hospitals, Apartment Buildings, Schools, or Other Community Centers
<input type="checkbox"/> E-mail	
<input type="checkbox"/> Other Method	Approved by CDPHE:
<input type="checkbox"/> Emergency	- 911 System Message

List All Consecutive Water Systems (Systems that Purchase Water From Your System) the Notice was Delivered to:

Attachment 12
Ordinance or bylaws

DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS

SANCTUARY of PEACE RESIDENTIAL COMMUNITY
El Paso County, Colorado

THESE DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS (the “Declarations”) are made by the *Sisters of Benet Hill Monastery, through Benet Hill Monastery of Colorado Springs, Inc.*, a Colorado nonprofit corporation (“Declarant”), for their selves, their successors and assigns, to be effective upon recording of these Declarations in the public records of El Paso County, Colorado.

Declarant is the owner of certain real property which is located at 15760 Highway 83, El Paso County, Colorado, more particularly described in **Exhibit A** attached hereto (referred to herein as the “Sanctuary of Peace Property”, or the “Property”), together with all water rights and permits, and rights and entitlements to extract and use the groundwater underlying said Sanctuary of Peace Property, used on or in connection with the Property, and the rights associated therewith, and all appurtenances, easements, facilities, and improvements located or to be constructed thereon. While Declarant likewise owns adjacent property outside of the Property and operates certain facilities thereon, no infrastructure, utilities, structures or amenities associated with this Property is in common use or association with such other property. The Benet Hill Monastery is not operationally associated with the Sanctuary of Peace Property and Subdivision, despite incidences of common ownership.

The Declarant hereby declares that all of the Subdivision as hereinafter described, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision, and for assurance of legal water usage, and all of which shall run with the land and be binding on and inure to benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

Certain documents are recorded in the real estate records of the Clerk and Recorder of El Paso County, Colorado at the reception numbers noted below, and referred to in these Declarations as pertaining to the Subdivision. These include the Findings of Fact, Conclusions of Law, Ruling of Referee, and Decree concerning underlying groundwater and approval of a Plan for Augmentation as entered by the Water Court, Water Division No. 2 in Case No. 18CW3019 recorded at Reception No. 218100150 (“Augmentation Plan” or “Water Decree”), attached hereto as **Exhibit B**.

1. Definitions. The following terms utilized herein shall have the following definitions for purposes of these Declarations:

A. Act. The Act is the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101 to 38-33.3-402, as amended from time to time. The Sanctuary of Peace Residential Subdivision is subject to the provisions of the Act.

B. Association. Declarant by these Declarations forms the Sanctuary of Peace Property Owners Association (the "Association"), to be incorporated consistent with the provisions of Colorado law for non-profit corporations. The Association shall represent the owners of Lots and Units within the Subdivision, and shall have the following powers:

i. To operate the Common Interest Community in accordance with these Declarations;

ii. To promote the health, safety, welfare and common benefit of the Owners and residents of the Subdivision consistent with the terms and conditions of these Declarations;

iii. To do any and all permitted acts and to have and exercise any and all powers, rights and privileges that are granted to an Association under the laws of the State of Colorado, consistent with these Declarations, and with any Bylaws, Rules or other forming or governing documents of the Subdivision and Association.

C. Board. "Board" means the Board of Directors of the Association, and shall also be the Executive Board as defined under the Act. Except as specified herein, or in the Association's Articles of Incorporation, Bylaws, or by C.R.S. §38-33.3-303(3), the Board may act on behalf of the Association without any vote or consent of the Members.

D. Building. "Building" means a separate building improvement currently located and those hereafter constructed upon the Property, and containing two individual Units, excepting (i) the Common House, as described herein, and (ii) associated Garages near the Common House. There will be a maximum of 15 Buildings on the Property. There will be a maximum of 26 Units, plus the Common House.

E. Common House/Community Center. The "Common House", and the associated parking structures, as described herein, are "Common Elements" to be maintained by the Association, though ownership of the Common House, and Lot 1 upon which it is located, is to be retained by Declarants. The Common House shall be available for use by Owners and their guests as a community amenity akin to a "Community Center", with reservations made through the Declarant during the period of Declarant Control, and through the Association thereafter. Declarant, as the owner of the Common House, shall have a right to the use of the Common House, utilizing the reservation process as may be further established by the Bylaws of the Association, when implemented.

F. Common Elements. The “Common Elements” are any and all real estate of the Common Interest Community which is not part of a “Lot” or Residential Unit, but including Lot 1 as depicted on the **Exhibit C** Plat map. Common Elements include but are not limited to: any and all private streets, roads, parking areas, or trails, any traffic control facilities, any culverts or other drainage facilities, centrally located mailboxes or monument signs, the “augmentation well” as described herein and all associated water and wastewater systems, open space, and guest parking, and any and all appurtenant easements to the same, some of which shall remain in the ownership of Declarant, but all of which shall be managed by the Association.

G. Common Expenses. The “Common Expenses” are the expenses or financial liabilities for the operation of the Subdivision by the Association, including as necessary for the upkeep, maintenance, repair, restoration and replacement of Common Elements. “Common Expense Assessments are funds required to be paid by each Lot Owner in payment of such Owner’s pro-rata share of Common Expenses. These expenses may include, but are not limited to:

- i. Expenses related to administration, maintenance, construction, improvement, repair or replacement of Common Elements;
- ii. Expenses for utilities not separately metered and billed directly to Lot Owners, if any;
- iii. Expenses declared to be Common Expenses by these Declarations or applicable law;
- iv. Expenses agreed upon as Common Expenses by vote of the Owners;
- v. Reasonable reserves established by the Association, if any, whether held in trust or by the Association for repair, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Association.

In addition, any costs and expenses imposed upon the Association which benefit fewer than all of the Lots within the Subdivision shall be a “Common Expense” but, except as otherwise stated in these Declarations, shall be assessed exclusively against those Lots benefitted.

H. Declarant. “Declarant” means the Benet Hill Monastery of Colorado Springs, a Colorado nonprofit corporation, its agents, employees, successors and assigns, to whom it specifically transfers all or part of its rights as Declarant hereunder. The Declarant hereby reserves any and all “special declarant rights” and “development rights” as created or set forth in the Colorado Common Interest Ownership Act and any other rights as set forth herein. Any such rights shall apply to

the Property and shall terminate ten (10) years from the date of the recording of these Declarations, or as otherwise provided herein.

I. Declarations. “Declarations” means these Declarations of protective and restrictive covenants, as it may be amended or supplemented from time to time as herein provided. These Declarations shall be recorded in the office of the Clerk and Recorder of El Paso County, Colorado, and shall be indexed in the grantee's index in the name of Sisters of Benet Hill Monastery, Benet Hill Monastery of Colorado Springs, and the Sanctuary of Peace Property Owners Association, and in the grantor's index in the name of the Declarant.

J. Director. A Director is a member of the Executive Board of the Association. At all times and/or until lawful amendment of these Covenants, representatives of Declarant's choosing shall be Directors in sufficient number to constitute a majority.

K. Improvements. Improvements are any construction, structure, equipment, fixture, or facilities existing, or to be constructed on, the property that is included in the Common Interest Community/Subdivision, including, but not limited to, residences, buildings, trees, and shrubbery planted by Owners, the Declarant, or the Association, utility wires, pipes, poles, light poles, painting of the exterior surfaces of any structure, additions, outdoor sculptures or artwork, sprinkler pipes, garages, barns, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, patios, porches, sheds, fixtures, signs, exterior tanks, solar equipment, exterior air conditioning and central water softeners/fixtures, septic wastewater treatment systems, grading, excavation, filling, or similar disturbance to the land, including, change of grade, change of drainage pattern, change of ground level, or change of stream bed, and any change to previously approved Improvements.

L. Lot. If used in these Declarations, the term “Lot” shall mean one of the twenty-seven Lots created through the El Paso County land use planning process for the Sanctuary of Peace Subdivision. It is Declarant's intent that the Lot numbers used herein, if at all, correspond to the Lot numbers assigned on the Subdivision Plat.

M. Member. As used in these Declarations, the term “Member” shall be a member/Owner within the Association.

N. Mortgage means an interest in a residential unit or Lot created by contract which secures payment or performance of an obligation, including, without limitation, a lien created by a mortgage, deed of trust, assignment of leases or rents or other security interest intended as security and any other consensual lien.

O. First Mortgage means and refers to a Mortgage encumbering a residential unit or Lot having priority of record over all other recorded Mortgages. “First Mortgagee” means the person(s) or parties named in the First Mortgage, their successors and assigns.

P. Mortgagee means any person or other entity or any successor to the interest of such person or entity named as the mortgagee, assignee, beneficiary, creditor or secured party in any Mortgage.

Q. Open Space. For purposes of these Declarations, Open Space shall mean all portions of the Sanctuary of Peace Property, as described on **Exhibit A** except those portions which are "Lots" and further excepting roads, driveways or other Common Elements. Open Space may include wastewater treatment systems and associated infrastructure as Common Elements, but all Open Space, shall remain in ownership and control of the Declarant, unless otherwise expressly provided herein.

R. Owner means any Person, including Declarant, who owns the record fee simple interest in a Lot, or in the case of Declarant, fee simple interest in the Open Space. The term "Owner" shall exclude any Mortgagee.

S. Owner's Proportionate Share or "Proportionate Interest" means that percentage of the total which is the Owner's undivided interest in the Common Elements.

T. Period of Declarant Control means that period during which the Declarant shall be allowed to appoint the Board of Directors of the Association. The Period of Declarant Control commences upon recording of these Declarations and terminates upon the earlier of (i) the recording in the public records in El Paso County, Colorado of a notice executed on behalf of Declarant which terminates the Period of Declarant Control; (ii) ninety (90) days after the thirteenth (13th) Lot has been sold to a 3rd Party; or (iii) ten (10) years following the date on which these Declarations are recorded.

U. Person means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or combination thereof.

V. Plat means that certain document entitled "Plat of Sanctuary of Peace Subdivision," to be recorded in the Records of the Clerk and Recorder for El Paso County, Colorado, depicting the "Subdivision". The current version of the Plat is attached hereto as **Exhibit C**, and shall be periodically amended until approved by El Paso County planning authorities, at which time an amended and final **Exhibit C** shall be recorded and appended hereto by reference.

W. Residential Unit. Residential Unit means a single family dwelling which is contained within a Lot, and on one side adjoined to a "Paired Unit" located on an adjacent Lot, with the adjoining walls, floors and ceiling deemed to be perimeter for such adjoined side, as more particularly described in Paragraph 3, below. The term Residential Unit shall include all fixtures and improvements which are contained within a Residential Unit, together with all interior non-load bearing walls within the Residential

Unit, and all exterior load bearing walls except for to an adjoining Residential Unit, as further described herein, as well as the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings. The term further includes all structural components for the Residential Unit (except as otherwise expressly provided below). The boundaries of the Residential Units shall be shown on the recorded Plat map which shall be incorporated herein by this reference, preliminary version attached hereto as **Exhibit C**.

X. Rules. The Rules are the regulations for the use of Common Elements and for the conduct of persons within the Common Interest Community, as may be adopted by a simple majority of Owners from time to time pursuant to these Declarations.

2. Residential Unit/Paired Home Properties. The Residential Units within the Subdivision are "paired homes", with each such unit adjoining another on one party wall, which likewise forms a property line between the associated Lots.

A. Repair and Maintenance of Party Walls. All "party walls", i.e., common walls built as part of the original construction, being the adjoined wall of paired homes, as also form the dividing lines between Lots, shall be repaired and restored by the Owners who share the party walls in the event of damage caused by fire or other casualty. The affected Owners shall share equally in the cost of the repairs. Notwithstanding the foregoing, an Owner who, by the Owner's own negligent or willful act, causes damage to a party wall shall bear the whole cost of repairing such damage. Each Owner shall be responsible for maintaining and making cosmetic repairs to the interior surface of and wall coverings on any party wall within the Owner's Residential Unit. The Association shall not be responsible for enforcement of any payment obligations of an Owner under this Paragraph 2.

B. Right to Contribution to Run With the Land. The right of an Owner to contribution from another Owner for repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot. The obligation of an Owner to contribute to the cost of repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot.

C. Party Wall Easement. Each Owner and the Owner's agents and contractors are granted a non-exclusive easement in, over, under and upon adjacent Lots for the purpose of party wall repair and maintenance, upon reasonable notice to the affected Owner(s). Any damage to the adjacent/adjoining Lot or Residential Unit caused by the exercise of this easement shall be the responsibility of the Owner whose act or omission caused such damage.

D. Party Wall Encroachments. It is intended that the adjoining Residential Units shall be placed and constructed on the Lots so that the common Lot

lines separating two adjoining Residential Units shall be located between the two adjacent Residential Units, along the center of the party wall, and shall separate the adjacent Residential Units. However, easements for encroachments are hereby created and granted along and adjacent to said common Lot lines so that if any part of any Residential Unit, as a result of original construction, encroaches across a Lot line and onto an adjacent lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Encroachments referred to in this paragraph include but are not necessarily limited to encroachments caused by minor error in placement of the original construction of Townhomes, minor jogs in the foundations or structure of walls, and minor deviations between the dimensions shown on the recorded Plat of the Lots involved and the actual location of the Lot lines in the field.

E. Mechanic's Liens. Each Owner's Residential Unit shares a party wall with an adjacent Residential Unit, and each Owner agrees to indemnify and hold harmless the Owner of the adjoining Residential Unit for any claims, causes of action, losses, costs, expenses (including reasonable attorneys' fees), damages, judgments and mechanics' and materialmen's liens arising in connection with any material supplied or services rendered to make repairs or replacements for which the first-mentioned Owner is responsible.

F. Modification of Residential Unit Exterior or Landscaping. To assure uniformity in the appearance of the community and the Residential Units therein, no Owner may materially modify the front yard of the Owner's Lot, including any landscaping, or any portion of the exterior of the Owner's Residential Unit, including porches, decks, fences, driveways, sidewalks and the like, without the prior written approval of the Board in accordance with these Declarations.

G. Insurance on Residential Units. Property casualty and other insurance insuring the Residential Units will be provided by the Association and assessed against each Townhome Owner as either part of annual assessments, or as a special assessment as provided herein, provided the Association Board has approved the provision of such insurance for the Residential Units. Owners shall be solely responsible, at their own expense, for providing all other insurance covering loss or damage to that Owner's fixtures, appliances, furniture, furnishings or other personal property supplied, maintained or installed in the Residential Unit by the Owner and covering liability for injury, death or damage occurring within the Residential Unit and upon the Lot that is not otherwise covered under insurance provided by the Association.

i. Repair or Reconstruction. Any insurance proceeds payable upon damage or destruction of a Residential Unit or Lot received by an Owner shall be applied by the Owner to repair or replace the Residential Unit or portion of the Lot damaged or destroyed, unless (a) the Association, (b) each Owner of a Residential Unit so damaged or destroyed, (c) the holders of any note secured by mortgages or deeds of trust which encumber such Residential Units, (d) each Owner of an undamaged Residential Unit; and (e) the holders of any notes secured by mortgages or deeds of trust encumbering such undamaged Residential Units, all elect not to rebuild.

In such latter event, the damaged or destroyed Residential Unit(s) and the Lot(s) upon which they are situated shall be sold and the net proceeds received therefrom, together with the insurance proceeds applicable thereto, shall be allocated among and paid to the Owners of the Residential Units so damaged or destroyed, the holders of any notes secured by mortgages or deeds of trust encumbering such Residential Units, and the Association, as their respective interests may appear, on the basis of value of the Residential Units prior to loss, all as determined by an appraiser selected by (f) the Association and Owners of damaged property; or (g) if they cannot agree within 20 days, then by the Association alone.

ii. Insufficient Insurance Proceeds. If the proceeds from an Owner's insurance are not sufficient to cover the full cost of repair or replacement, the Owner shall be liable for such deficiency of funds. If two adjoining Residential Units sharing a party wall are repaired or rebuilt under this paragraph, but the insurance proceeds are insufficient to pay all of the cost, the Owners of the Residential Units involved each will contribute to the extent that the insurance proceeds allocable to their respective Residential Unit are inadequate to cover the repair costs. If the Owners involved are unable to agree on the allocable amounts, the amount to be contributed by each Owner will be determined by an appraiser appointed in the manner described above. Reconstruction shall be in accordance with the original specifications for the Residential Unit(s) or changes agreed upon by Owner and the Association. Reconstruction shall begin within 60 days after an insurance settlement agreement has been reached, unless a later date is agreed upon by Owner and the Association.

H. Right of First Refusal. Declarant does hereby expressly reserve a Right of First Refusal upon each Residential Unit within the Sanctuary of Peace planned community, effective upon any transfer of title thereof. Such exclusive and irrevocable right of first refusal and first option to purchase, is and shall be upon the terms and conditions hereinafter set forth, unless more specific or contrary terms are contained in a specific deed or instrument of conveyance for a specific Residential Unit. The absence of a specific term identifying this right of first refusal in such a conveyance instrument shall have no bearing upon the right of first refusal reserved in these covenants.

i. Exercise of First Option: This right of first refusal or first option to purchase may only be exercised by Declarant, and must be so exercised within 90 days of notification by the seller/owner of a Residential Unit/Lot that said Owner desires to sell the subject Residential Unit, or upon any non-sale transfer of ownership (*i.e.* gift, devise, foreclosure, etc.). Each Owner is expressly required by these covenants to provide Declarant with written notice of intent to sell as a prerequisite to any sale to a third party, and any entity involved in a non-sale transfer of a Residential Unit/Lot (*i.e.* a Receiver, Personal Representative, Trustee, etc.) shall notify Declarant prior to any such transfer being effective. Should Declarant not express in writing within said 90-day period its intent to purchase the Residential Unit under this Right of First Refusal, such right is forfeit and said Owner may sell to a 3rd party without regard to such right of first refusal. Notwithstanding the foregoing,

Declarant's Right of First Refusal shall be binding upon such new 3rd party Owner if and when such Residential Unit is again placed or sale.

iii. Terms of Purchase under Right of First Refusal: Should an Owner elects to sell a Residential Unit, and Declarant within the above referenced 90 days expresses its desire to exercise the first refusal rights granted under the terms of these covenants, the terms of purchase by Declarant shall be as follows:

a. \$1,000.00 more than the highest bona fide written offer to purchase said Residential Unit/Lot received by Seller from any third party;

b. \$1,000.00 more than the established "market value" of said Residential Unit/Lot for any non-sale transfer of property. For purposes of this Paragraph 2.H.iii.b., "market value" shall be determined by an MAI appraiser selected by Declarant, whose appraisal fee shall be paid by Declarant, based upon typical appraisal methods generally utilized.

iv. Title: Within fifteen (15) days after the Declarant has exercised his or her right of first refusal, the Owner selling such Residential Unit/Lot shall deliver to the Declarant a Certificate of Title or title abstract covering the subject Residential Unit which shall reflect that marketable fee simple title to the subject property is vested in said Owner and that same is insurable by a title insurance company licensed to do business in the State of Colorado. Said Certificate or abstract shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations consistent with the description of such interests in these Covenants. Should said Certificate or Abstract reflect any other exceptions to the title unacceptable to Declarant, Declarant shall notify the Owner in writing of any defects within fifteen (15) days (the title review period) and the Owner shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Owner is unable to make the title acceptable to Declarant within such reasonable time, it shall be the option of the Declarant either to accept the title in its existing condition with no further obligation on the part of the Owner to correct any defect, or to cancel the Right of First Refusal as to the subject Residential Unit, in which instance this Right of First Refusal shall be forfeit, and the Owner shall be free to sell the Residential Unit to 3rd parties, subject to the ongoing Right of First Refusal of Declarant upon such 3rd parties in the future described in this Paragraph 2.H.

I. Consistent with the timelines and valuation mechanisms described in Paragraph 2.H., above, Declarant likewise reserves a right of first refusal for the benefit of the Association, should the Declarant at any time elect to divest its self of ownership and control of Lot 1, the Common Areas or the Open Space. The Association shall have a right of first refusal in the acquisition of all such interests, in such event.

3. Name and Type of Common Interest Community. The name of the Common Interest Community is Sanctuary of Peace. Sanctuary of Peace is a planned community.

A. Association. The name of the Association is Sanctuary of Peace Homeowners Association, Inc., a Colorado non-profit corporation.

B. Subject to the Act. The property covered by the Subdivision is subject to CCIOA/the Act.

4. Maintenance, Use, Valuation and Taxation of Lots/Property.

A. Individual Lots. It shall be the obligation of each Owner of a Lot within the Subdivision, at such Owner's expense, to make all efforts to keep neat, attractive, and in good order such Owner's residence and the exterior portions of the dwelling thereon, and to maintain, repair, and replace the same, consistent with the terms, conditions, covenants and restrictions provided herein. Notwithstanding the foregoing, the Association shall be generally responsible for the maintenance and upkeep of all structures within the Sanctuary of Peace, including all Residential Units and Common Elements, excepting routine cleaning and maintenance.

B. Duties of the Association. The Association shall maintain, repair, replace, keep free from snow and in good order, to the extent that such functions are not expected to be performed by any political subdivision of the State of Colorado, all of the Common Elements, including, but not limited to, any private common roadways and as depicted on the Plat, the central water system, central wastewater system, and open space. "Maintenance" or "repair" includes, but is not limited to, graveling, paving, draining, removing snow, clearing, or providing any other maintenance or repair-type service however defined, on any private roadway which may be part of the Common Elements. The Association may, from time to time, hire and/or contract with third parties to achieve the objectives of this Paragraph 4.B., including licensed water and wastewater operators. If any such expense is attributable to a specific Owner, such expense may be assessed following Notice and Hearing.

C. Common Elements Cannot be Partitioned. The Common Elements shall be owned as fractional undivided interests appurtenant to the Lots and shall remain undivided. No party, including Owner(s) nor the Association, shall bring an action for partition or division thereof, it being agreed that this restriction is necessary in order to preserve the rights of the Owners, and each Owner hereby expressly waives any and all such rights of partition he may have by virtue of his ownership of a Lot.

D. Separate Taxation. All taxes, assessments and other charges of the State of Colorado or of any political subdivision or of any special improvement district or of any other taxing or assessing authority, shall be assessed against and collected on each Lot separately, and each Lot shall be carried on the tax books as a separate and distinct parcel. For the purpose of valuation for assessment, the valuation

of the Common Elements shall be apportioned among the Lot owners in proportion to the fractional undivided Proportionate Interests in Common Elements. Tax exempt entities owning Lot(s) or portions of the Common Elements, if any, shall maintain such tax-exempt status notwithstanding anything to the contrary in these Declarations. The Association or the Declarant shall deliver to the County Assessor of the County of El Paso, Colorado any written notice required by the Act, setting forth descriptions of the Lots and Residential Units thereon, and shall furnish all necessary information with respect to such apportionment of valuation of Common Elements for assessment. The lien for taxes assessed to any Residential Unit or Lot shall be confined to that Residential Unit or Lot. No forfeiture or sale of any Lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Lot, nor shall any such liens in any manner attach to or otherwise affect Common Elements. In the event that such taxes or assessments for any year are not separately assessed to each Owner, but rather are erroneously assessed on the Property as a whole, then each Owner shall pay his Proportionate Interest thereof in accordance with his ownership interest in the Common Elements, and in said event, such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Owners their proportionate share of taxes or assessments for any year in which taxes are erroneously assessed on the Property as a whole.

E. Ownership and Title. A Lot may be held and owned by more than one Person as joint tenants, tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado. Each such Owner shall have and be entitled to the exclusive ownership and possession of his Residential Unit and the use of his Lot, subject to the provisions of these Declarations and applicable law.

F. Use of Common Elements. Subject to the restrictions herein, each Owner, and, his guests and permittees, shall have the non-exclusive right to use and enjoy the Common Elements for the purpose for which they are intended, subject to the rules and regulations of the Association, without hindering or interfering with the lawful rights of other Owners. It is expressly acknowledged that open space surrounding the Lots within the Subdivision, while available for Members' use as though it were a Common Element as specifically described herein, remains in the ownership of the Declarant, along with Lot 1 and the Common House thereon.

G. Charges for Use. Except for the assessments and other sums set forth herein, no Lot Owner shall be required to pay any additional fees or charges in connection with such Owner's use of any of the Common Elements; provided, however, the Association may undertake on a contractual basis any activity, function or service, for the benefit of all, some, or any Owners who agree to pay therefore, separate and apart from the assessments hereunder.

H. The Declarant, and the Association, shall have the right to construct new additions to the Common Elements upon written consent of all of the

Owners, or if by Declarant, during the period of Declarant Control as provided herein without such consent. If the Declarant or the Association makes any new additions of Common Elements to be constructed hereafter, then, except as may be otherwise provided herein, (i) each Owner shall be responsible for his Proportionate Interest of any increase in Common Expenses created thereby, and (ii) each Owner shall thereafter have an undivided Proportionate Interest in the new additions as with all Common Elements, exception such Common Elements as remain in Declarant's ownership.

5. Easements. The Property, and all portions thereof, shall be subject to all recorded licenses and easements including, without limitation, any as shown on any recorded plat affecting the Property, or any portion thereof, and as shown on the **Exhibit C** Plat map, as may be amended.

A. Ingress and Egress and Support. Each Owner shall have a perpetual non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over, upon, and across the Common Elements necessary for access to that Owner's Lot, public or private streets, and each Owner shall have the right to the horizontal and vertical support of his Unit.

B. Association Use.

i. The Association, its officers, agents and employees shall have a non-exclusive easement to make such use of and to enter into, upon, across, under or above the Common Elements as may be necessary or appropriate to perform the duties and functions which it is permitted or required to perform pursuant to these Declarations or otherwise, including but not limited to the right to construct and maintain on the Common Elements any maintenance and storage facilities for use by the Association.

ii. The Association shall have a non-exclusive easement to make use of and to enter into, upon, across, under or above the Common Elements as may be necessary or appropriate to perform the duties and functions to which it is permitted or required to perform pursuant to these Declarations or otherwise.

C. Repairs - Ordinary and Emergency. If any Common Elements, or portions thereof, are located within a Residential Unit or upon a Lot (*i.e.* water/septic infrastructure), or are conveniently accessible only through a Residential Unit/Lot, the Association, its officers, agents or employees shall have a right to enter such Residential Unit/Lot after service of reasonable written notice and during regular business hours, for the inspection, maintenance, repair and replacement of any of such Common Elements or after service of such notice, if any, as is reasonable under the circumstances, at any time as may be necessary for making emergency repairs to prevent damage to the Common Elements or Lots or Residential Units. The Association expressly reserves a non-exclusive easement for such purposes. Damage to any part of a Residential Unit or Lot resulting from the above-described repairs or any

damage caused to another Residential Unit or a Lot by the Common Elements located outside of the Residential Unit, including without limitation broken sewer/septic lines or water lines, shall be a Common Expense of all of the Owners, unless such damage is the result of the misuse or negligence of one or more particular Owners, or their permittees, in which case such Owner or Owners shall be responsible and liable for all of such damage and may be charged for any cost thereof by special assessment. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of the above-described repairs or from action taken to comply with any law, ordinance or order of any governmental authority. Damaged improvements, fixtures or personalty shall be restored to substantially the same condition in which they existed prior to the damage.

D. Encroachments. If any part of the Common Elements encroaches upon a Residential Unit or Lot, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Residential Unit or Lot encroaches upon the Common Elements, or upon any adjoining Lot or Residential Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that a Residential Unit is partially or totally destroyed and then rebuilt, the Owners agree that minor encroachments of parts of the Common Elements due to such construction activities shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Residential Unit or appurtenance thereto constructed on the Property, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction. Such encroachments and easements shall not be considered or constructed to be encumbrances on the Common Elements or on the Residential Units or Lots. In interpreting any and all provisions of these Declarations, subsequent deeds, mortgages, deeds of trust or other security instruments relating to Residential Units and Lots, the actual location of a Residential Unit and established Lot lines shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Lots and Residential Units on the **Exhibit C** Plat map, as may be amended.

E. Utilities. Easements for the benefit of the Association are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the Common Elements, Lots, and the walls of the Residential Units whether or not within the intended Lot or Residential Unit boundaries, and easements are hereby declared for the purposes of installing utilities or services.

F. Public Servants and Emergencies. Subject to the provisions of these Declarations, a non-exclusive easement is further granted to all police, sheriff, fire protection, ambulance and all similar persons to enter upon the streets, Common Elements, and the Property in the proper performance of their duties.

G. Easements Deemed Created. The easements, uses and rights herein created for an Owner shall be deemed appurtenant to the Lot and Residential Unit, or other property, of that Owner, and all conveyances of Lots hereafter made, whether by Declarant, the Association, or otherwise, shall be construed to grant or reserve the easements, uses and rights set forth herein, even though no specific reference to such easements or this paragraph appears in the instrument for such conveyance.

H. Construction - Declarant's Easement. The Declarant reserves the right to perform warranty work, repairs, and construction work on all Lots and Common Elements, to store materials in secure areas, and to control, and have the right of access to, work and repairs until completion of Declarant's work within the Subdivision. All work may be performed by the Declarant and his agents and assigns without the consent or approval of the Association. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising their rights, whether arising under the Act or reserved in these Declarations. This easement includes the right to convey access, utility, and drainage easements to utility providers, special districts, El Paso County, or the State of Colorado.

I. Granting of Future Easements. The Common Interest Community may be subject to other easements or licenses granted by the Declarant if provided for by these Declarations.

J. Easements Reserved and Restrictions on Drainage Easements. Easements and rights of way are reserved on, over, and under the Common Elements and the Lots as shown on the Plat, or as may be constructed at the time of the sale of Lots, for construction, maintenance, repair, replacement, and reconstruction of poles, wires, pipes and conduits for lighting, heating, air conditioning, electricity, gas, telephone, drainage and any other public or quasi-public utility service purposes, for sewer and pipes of various kinds, and for any other necessary maintenance or repair, and specifically for drainage and septic systems associated with the Subdivision.

6. Signs and Marketing. The Declarant reserves the right to post and maintain signs and displays on any Lot owned by Declarant and in the Common Elements in order to promote sales of Lots. Declarant also reserves the right to conduct general sales activities in a manner that will not unreasonably disturb the rights of Lot owners.

7. Declarant's Property. The Declarant reserves the right to remove and retain all his property and equipment used in the sales, management, construction, and maintenance of the Property, whether or not they have become fixtures.

8. Declarant Control of the Association.

A. Subject to Paragraph 8.B. below, there shall be a period of Declarant control of the Association, during which a Declarant, or any persons designated by the Declarant, may appoint and remove the officers of the Association, and Directors of the Executive Board, and such persons are not required to be Lot owners. The period of Declarant control shall terminate no later than the later of:

i. Two years after conveyance to Lot owners other than a Declarant of 75 percent of the Lots that may be created in the Common Interest Community (i.e. 60 days following the sale of the 21st Lot); or

ii. Two years after the last conveyance of a Lot by the Declarant in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers of the Association, and Members of the Executive Board, before termination of the period described above. In that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective; or

iii. Ten years after recording of these Declarations.

B. Not later than 60 days after conveyance to Lot owners other than a Declarant of 25 percent of the Lots (*i.e.* 7 Lots), at least one Director of the Executive Board shall be elected by Lot owners other than the Declarant. Not later than 60 days after conveyance to Lot owners other than a Declarant of 50 percent of the Lots (*i.e.* 14 Lots), not less than 2 of the Members of the Executive Board must be elected by Lot owners other than the Declarant.

C. Not later than the termination of any period of Declarant control, the Lot owners shall elect an Executive Board of at least five Directors, all of whom shall be Lot owners, except for such Directors who are appointed representatives of Declarant. If any Lot is owned by a partnership, limited liability company, corporation, or similar entity, any officer, partner, manager, member, or employee of that Lot owner shall be eligible to serve as a Director of the Executive Board and shall be deemed to be a Lot owner for the purposes of the preceding sentence. The Executive Board shall elect the officers. The Executive Board Directors and officers shall take office upon election.

D. Notwithstanding any provision of these Declarations, or the Bylaws to the contrary, following proper notice, the Owners, by a vote of 67 percent of all Owners present and entitled to vote at a meeting of the Owners at which a quorum is present, may remove a Director of the Executive Board, with or without cause, other than a Director appointed by the Declarant. Declarant's appointed Executive Board Director, as described above at Paragraph 1.J., shall at all times be the the President of the Association, notwithstanding anything to the contrary herein.

9. Limitations on Special Declarant Rights. Unless terminated earlier by an amendment to these Declarations executed by the Declarant, any Special Declarant

Right as described by statute may be exercised by the Declarant until the later of the following: as long as the Declarant (a) is obligated under any warranty or obligation; (b) owns any Lot/Unit; (c) owns any Security Interest in any Lot/Unit; or (d) ten (10) years have elapsed after recording of these Declarations. Earlier termination of certain rights may occur by statute.

10. Liability for the Common Expenses. Except as expressly provided elsewhere in these Declarations, the percentage of liability for Common Expenses allocated to each Lot shall be based *pro rata* to the total number of Lots in the Common Interest Community (*i.e.*, 1/27th per lot). Even should an Owner combine two Lots with the intent of utilizing the combined lots as a single residence, such combined Lots shall nonetheless be assessed as individual lots on a 1/27th basis for purposes of assessments. Nothing contained in this Paragraph 10 shall prohibit certain Common Expenses from being apportioned to particular Lots consistent with the terms and conditions of these Declarations, when such expenses are not related to all lots equally.

11. Votes. The Owners in the Common Interest Community, including the Declarant as to any Lots owned by the Declarant and as to the Open Space, shall have one vote in the affairs of the Association per lot owned provided, with additional votes allocated to the Open Space based upon acreage, Common Elements thereon, and preservation equities, equivalent to 26 Lots; however, that if an Owner combines two or more Lots with the intent of utilizing the combined lots for a single residence, such resulting combined Lots shall have only a single vote. If more than one person owns a Lot, those persons must agree on how to cast that Lot's membership vote. Co-owners may not cast fractional votes. A vote by a co-owner for the entire Lot's membership interest shall be deemed to be pursuant to a valid proxy, unless another co-owner objects at the time the vote is cast, in which case such Lot's membership vote shall not be counted. Combined Lots shall each have one vote (*i.e.*, thereby resulting in fewer total votes).

12. Architectural Control.

A. No portion of the Property shall be used at any time for any purpose other than residential purposes, either temporarily or permanently, excepting home-office type purposes as may be permissible under El Paso County zoning and land use regulations applicable to the Property, provided no traffic or non-residential parking is associated with such home-office/business uses.

B. No Owner shall undertake any work to the interior or exterior of his or her Residential Unit or Lot inconsistent with the terms and conditions of these Declarations without the express written consent of the Board, or the Declarant during the Declarant's period of control, including but not limited to alteration of exterior appearance of a residential unit, painting of a residential unit, and installation of accessory structures or features on an Owner's Lot outside of a Residential Unit, so as to maintain the quality, uniqueness and uniformity of the community.

C. No Owner shall undertake any work in his Residential Unit or Lot which would jeopardize the soundness or safety of any other Residential Unit, Lot or Common Element, including an adjoining Residential Unit, nor which might reduce the value thereof or impair an easement thereon or thereto. Neither shall any Owner make any changes or additions to any Common Elements or enclose, by means of fencing, screening or otherwise, any Common Element without having first obtained the prior written approval of the Board, including with respect to the materials, design and specifications for such enclosure, as more particular provided in this paragraph.

13. Building/Subdivision Restriction. The Subdivision consists of twenty-six (26) Lots and single family Residential Units thereon, plus one (1) Lot containing the Common House/Community Center and community parking facilities, and extensive Common Element open space subject to the "Open Space and Forest Preservation" requirements described herein. By these Declarations, a building restriction is hereby placed on all Lots and Common Element open space within the Sanctuary of Peace subdivision prohibiting the construction of any permanent structures, buildings or above ground improvements on any platted drainage/stormwater easements, public utility easements, building setbacks, or other vested rights of way. No further subdivision of any Lot shall be permitted.

A. Open Space and Forest Preservation. It is Declarant's intent to maintain ownership of the Open Space surrounding the Lots within the Subdivision, as well as tracts between and adjacent to such Lots, though all such Open Space and tracts shall be managed by the Association as Common Elements for the Owners' use, as provided herein and as subject to the terms and conditions of these Declarations, as well as the Articles of Incorporation, Bylaws, and Rules of the Association, if any. It is the Declarant's express intent to maintain the natural and native beauty and characteristics of the Open Space and tracts, prohibiting the construction of any permanent structures thereon, and utilizing only sustainable and fire wise land management on the Open Space and tracts, as depicted on the **Exhibit C** Plat map. However, notwithstanding the foregoing, certain portions of the Open Space and tracts shall be and are intended to be utilized for construction of central water systems/wells/well fields and wastewater treatment systems, and nothing in this Paragraph 13.A. shall limit the size, location or scope of such utilities as necessary for provision of services to the subdivision, as preliminarily depicted on the **Exhibit C** Plat Map. Such utilities may, in Declarant and Association's discretion, be relocated in the future to other areas of the Open Space or tracts without the consent of the Owners and without the need to amend these Declarations. No further subdivision or development of the Open Space or tracts may occur absent express amendment of these Declarations with approval of 100% of the Owners in the Subdivision, as well as any necessary approvals of applicable regulatory authorities.

14. Maintenance of Natural Forest/Vegetation. The Sanctuary of Peace Subdivision is located in the Black Forest, a natural environment of Ponderosa pine, Douglas fir and associated montane ecosystems. While the land within the Sanctuary of Peace Subdivision was not impacted by the 2013 Black Forest Fire, Declarant has

undertaken extensive fire mitigation efforts, though stands of mature Ponderosa pine and Douglas fir trees remain throughout the Subdivision as of the time of these Declarations, which create natural visual/sight barriers between neighboring properties, as well as maintain the natural ecosystem for local flora and fauna. Except for purposes of disease and blight control, public safety, and to the extent necessary to prepare building sites for a primary residence upon a platted Lot and construction or related appurtenances and community infrastructure by Declarant and/or the Association, no portion of the remaining natural Ponderosa/Fir tree barrier described in this Paragraph 14. may be removed, timbered, cut down, or otherwise materially altered, absent amendment of these covenants by unanimous consent of the members of the Association, or by Declarant.

15. Dwelling Area Requirements/Limitations. No dwelling structure shall be constructed with ground floor area, *i.e.* footprint area, of the main structure exclusive of open porches, basements, and garages, of more than two thousand (2,000) square feet, with all such structures being one-story dwellings. In the event of the destruction of a particular Residential Unit, such reconstructed Residential Unit shall be of the same design/architecture as that destroyed, and of the same size. Further, while renovations and improvements to the Residential Units may occur with permission of the Association and proper permitting from applicable El Paso County authorities, no such renovation or improvement may at any time include the addition of any bedroom (*i.e.* rooms with a closet attached used for residential bedroom purposes) to any Residential Unit, nor to the Common House, absent express written consent of the Association, which shall not be provided without first obtaining written confirmation from all applicable regulatory authorities that such additional bedroom will not cause any compliance issue with water and water rights, nor with El Paso County Department of Health permitting, regulation and administration of wastewater systems.

16. Construction Type. All construction shall be new, and all construction shall be completed by the Declarant, the Association, or their assigns consistent with these Declarations and the Plat. No building previously used at another location, nor any building or structure originally constructed as a "mobile home" type dwelling or manufactured housing (to the extent such structures have the appearance of "mobile homes" or "doublewides"), nor domes may be moved onto any Lot within the Subdivision. Panels and major house components may, in Declarant's discretion, be manufactured off-site, provided that the assembly is conducted on-site and the resulting structure does not have the appearance generally associated with manufactured housing.

17. Underground Utilities. All future newly installed utilities, except for lighting standards and customary service devices for meters, transformers, access, control or use of utilities, shall be installed underground. Small satellite dishes for telecommunications shall be permissible.

18. Wells and Mineral Excavation. No portion of any Lot or any Common Element open space within the Subdivision shall be used to explore for or to remove

any water, soil, hydrocarbons, or other minerals of any kind, with the exception of properly permitted and authorized water wells as described in these Declarations and the Augmentation Plan.

19. Maintaining of Drainage. There shall be no interference with the established drainage pattern as planned by Declarant for the entire Subdivision, including those drainage structures identified and included on the Plat.

20. Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any Improvement on a Lot, the owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Association, or the owner shall cause the damaged or destroyed Improvement to be demolished, removed, and the Lot to be suitably landscaped, subject to the approval of the Association, so as to present a pleasing and attractive appearance, consistent with the uniformity of the Sanctuary of Peace community.

21. Accessory Building and Yard Items. No accessory buildings/structures shall be constructed on any Lot without the express written consent of the Board, or the Declarant during the period of Declarant Control. Any such accessory buildings, or structures, or yard items, whether movable or immovable, including without limitation, children's play or swim sets, basketball hoops, equipment or appliances, fountains, yard ornaments, masonry figures, and above-ground swimming pools, shall be permitted only if they are designed and installed to blend in with the overall architecture of the main dwelling structures. Metal and pre-manufactured storage sheds will not be allowed, except to the extent they likewise blend in with the overall architecture of the main dwelling structure.

22. Trailers, Campers, Boats and Other Vehicles. No boat, trailer, camper (not installed on its supporting vehicle), tractor, commercial vehicle, mobile home, motor home/RV, trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or any other type of recreational vehicle, or any towed trailer or truck, excepting pickup trucks solely for private use of the residents of a dwelling, shall be parked on any street at any time, nor within any Lot outside of a garage. There shall be no on-street parking within the Sanctuary of Peace Subdivision.

23. Abandoned/Project Vehicles. No stripped down, abandoned, unlicensed, partially wrecked or junk motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot within the Subdivision in such a manner as to be visible at ground level from any neighboring Lot within the Subdivision, or street.

24. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat or machine or device may be carried on within the Subdivision except within a completely enclosed Structure, or at such location as screens the sight and sound of the activity from the street and from adjoining Lots within the Subdivision.

25. Solar Collectors. Solar collectors or other solar devices may be permitted, if approved in advance by the Association, so long as they are designed and installed to blend in with the overall architecture of other improvements on the Lot and the community as a whole, and so long as the design and installation of any such solar amenities are completed with the advance written approval of the Declarant and/or Association.

26. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except for built-in speakers on the decks and patios adjoined to or in the immediate vicinity of primary dwelling structures, and for security devices used exclusively for security purposes, shall be located, used or placed on any structure or within any Lot. Volumes of such permitted exterior sound devices shall be maintained at such a level as to maintain the peace and tranquility of the community and subdivision.

27. Weeds. Lot owners are responsible for removing plants infected with noxious insects or plant diseases which are likely to cause a spread of noxious insects or plant diseases to neighboring properties, and for controlling and removing weeds declared noxious by applicable governmental authorities and in accordance with Colorado and El Paso County weed control rules and regulations, whether or not structures have been constructed thereon.

28. Animals.

A. No animals or livestock of any kind shall be housed, raised or kept on any Lot within the Subdivision, either temporarily or permanently, except as expressly provided in this Paragraph 28, such exceptions being as follows: (i) commonly accepted domesticated birds, fish, dogs, cats, and other small domestic animals permanently confined as household pets; (ii), an aggregate of not more than two (2) domesticated dogs and cats or similar animals may be maintained in or kept within each Residential Unit on each Lot. No such domesticated animals may be kept or maintained in violation of provisions of the Water Decree, attached as **Exhibit B**, nor in violation of any government regulation, and all such domesticated animals must be thoroughly secured and maintained within the Lot of the owner of such animals. There shall be no fencing installed on any lot, nor any dog runs of any kind, and therefore all pets must be on-leash and accompanied when outside of a residential unit, or contained utilizing electronic "invisible fencing" or similar.

B. No animal of any kind shall be permitted which produces sounds or smells that may be reasonably regarded as offensive, or as a nuisance.

C. No kennels, whether for breeding, rent, or sale shall be allowed within the Subdivision.

D. Incessantly barking and/or off-leash dogs, and loose cats, may harm wildlife and disturb the peace of the Subdivision, and are therefore prohibited. Dogs shall not be permitted to run loose and shall be kept under the control of the Owner at all times. No exterior doghouses or kennels will be permitted.

29. Antennas. Attic antennas inside any dwelling (as opposed to roof antennas) are effective, are less vulnerable to damage, and are encouraged. Visible antennas are prohibited. Small satellite dish antennas may be installed where they will be unobtrusive. Only devices 28 inches in largest dimension or smaller shall be permitted, unless screened in a manner that precludes unattractive views from public roads and adjoining Lots within the Subdivision.

30. Nuisance. No noxious or offensive activity shall be permitted upon any Lot or Common Element, nor shall actions intended to or tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood be permitted on any Lot or Common Element. No hazardous activities may be permitted upon any Lot or Common Element, nor in any Residential Unit. No annoying lights, sounds or odors shall be permitted to emanate from any Lot or Residential Unit. Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring or nearby property Owners. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb residents of adjacent or nearby Lots within the Subdivision. Lighting designs consistent with the design provisions of the "International Dark-Sky Association" are encouraged, minimizing local and regional light pollution. No activities which pollute or have the potential to pollute any well, surface water right, groundwater aquifer, or other water resource shall be permitted within the Subdivision. No trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Subdivision other than on county roads and going to and from residences, or for use in maintenance activities upon a Lot, or during emergency situations including but not limited to flood, fire, and blizzard/snow emergencies. No activity shall be permitted which will generate a noise level sufficient to interfere with the peaceful and reasonable quiet enjoyment of the persons on any adjoining or nearby Lots within the Subdivision. No hunting of any kind by any form or device, nor the discharge of any type of firearm, explosive or fireworks devices shall be permitted.

31. Storage and Trash Restrictions/Common Drop Off Locations. Except for common trash bins maintained and located in accordance with rules and regulations adopted by the Board, all garbage and trash shall be placed in receptacles which are kept within the garages of Residential Units except on the day of pick up. The Board may, in its discretion, enter into agreements or arrangements for common trash and garbage removal from all Residential Units, or from common drop off locations at locations to be determined by the Declarant and/or Association at various locations upon the property to which Owners will be required to deliver their respective trash for pick up on a regular schedule.

32. Parking. Except as provided for below, there shall be no parking of automobiles, trucks or vehicles of any type upon any part of the Subdivision except within the garages attached to each Residential Unit and within areas designated for parking on the **Exhibit C** Plat map, or as may be permitted in writing by the Association's Board under specific limited circumstances in the Board's discretion. Violation of this provision shall permit the Board to remove the offending vehicle at the expense of the owner of the vehicle. Driveways and roadways are to be kept clear of parked vehicles.

33. Water Augmentation Plan – Wastewater Disposal.

A. Decree. The Subdivision shall be subject to the obligations and requirements as set forth in the August 28, 2018 Judgment and Decree affirming the August 6, 2018 Findings of Fact and Ruling of Referee granting underground water rights and approving a plan for augmentation, as entered by the District Court for Water Division 2, State of Colorado, in Case No. 18CW3019 (consolidated with Division 1 Case No. 18CW3040), as recorded at Reception No. 218100150 of the El Paso County Clerk and Recorder, which is incorporated by reference ("Augmentation Plan"). The Augmentation Plan concerns the water rights and water supply for the Subdivision and creates obligations upon the Association, and the Owners, which run with the land. The water supply for the Subdivision shall be by community well(s) to the not-nontributary Dawson aquifer, under the Augmentation Plan, with wastewater treatment to occur through an Association-owned and operated septic system(s).

B. Water Rights and Facilities Ownership.

i. Declarant will transfer and assign to the Association all right, title and interest in the Augmentation Plan and water rights thereunder, except as set forth below. Those water rights assigned include a portion of the ground water in the nontributary Arapahoe aquifer (at least 1,097 acre-feet), and all of the Laramie-Fox Hills aquifer (at least 1,414 acre feet) of the Denver Basin, as adjudicated in the Augmentation Plan, and as reserved for replacement of any injurious post-pumping depletions.

ii. Declarant will further transfer and assign to the Association a minimum of 2,511 acre feet (8.37 annual acre feet based on a 300-year aquifer life) in the not-nontributary Dawson aquifer of the Denver Basin as adjudicated in the Augmentation Plan as the physical source of supply for all Lots from the community Benet Well No. 1 and any additional or replacement wells required. The Dawson aquifer well shall be augmented per the Augmentation Plan as operated and administered by the Association.

iii. The Declarant will further assign to the Association all obligations and responsibilities for compliance with the Augmentation Plan, including pumping, monitoring, accounting and reporting obligations, as well as all well, water and wastewater infrastructure necessary for the production and use of the water and water

rights consistent with the Augmentation Plan. The Association shall assume and perform all such obligations and responsibilities, which expressly include design, installation, operation and maintenance of an appropriate non-evaporative central septic disposal system(s). By this assignment to the Association, the Declarant is relieved of any and all responsibilities and obligations for the administration, enforcement and operation of the Augmentation Plan. Such conveyance shall be subject to the obligations and responsibilities of the Augmentation Plan and said water rights may not be separately assigned, transferred or encumbered by the Association, nor by the Owners. The Association shall maintain such obligations and responsibilities in perpetuity, unless relieved of such augmentation responsibilities by decree of the Water Court, or properly entered administrative relief.

iv. The Association's water rights in the not-nontributary Dawson aquifer underlying the Subdivision shall remain subject to the Augmentation Plan, and shall, not be severable from the property, and the Association covenants that it cannot sell or transfer such ground water rights to any party separate from the conveyance of the entirety of the property.

v. All not-nontributary Denver Basin groundwater in the Denver aquifer, and a portion of the groundwater in the nontributary Arapahoe aquifer not reserved and assigned to the Association for augmentation of any injurious post-pumping depletions, consistent with the Augmentation Plan, are otherwise retained by Declarant.

C. Water Administration.

i. The pumping of the community Dawson aquifer well (Benet Well No. 1 and additional/replacement wells) is limited to a maximum of 8.37 acre feet annually, consistent with the Augmentation Plan. The Association shall ensure that the allocations of use of water resulting from such pumping as provided in the Augmentation Plan is maintained, as between in-house, irrigation, and other allowed uses. The Association shall ensure that all domestic-type water usage on the property is treated utilizing a central non-evaporative septic system(s) in order to ensure that return flows from such system(s) are made to the stream system to replace depletions during pumping, and that such return flows shall not be sold, traded or used for any other purpose. The Association, as the owner of all obligations and responsibilities under the Augmentation Plan, shall administer and enforce the Augmentation Plan as applies to pumping from the community Dawson aquifer well and non-evaporative septic system(s). Such administration shall include, without limitation, accountings to the Colorado Division of Water Resources under the Augmentation Plan and taking all necessary and required actions under the Augmentation Plan to protect and preserve the ground water rights. Each Owner, and the Association, have the right to specifically enforce, by injunction if necessary, the Augmentation Plan, for any failure to comply with the Association's obligations under the Augmentation Plan, including the enforcement of the terms and conditions of well permit(s) issued pursuant to the Augmentation Plan, and the reasonable legal costs and fees for such enforcement shall

be borne by the party against whom such action is necessary, to the prevailing party. The use of the not-nontributary Dawson ground water rights owned by the Association is restricted and regulated by the terms and conditions of the Augmentation Plan and these Declarations, including, without limitation, maximum annual well pumping of 8.37 acre feet. Failure of the Association to comply with the terms of the Augmentation Plan may result in an order from the Division of Water Resources under the Augmentation Plan to curtail use of ground water rights.

ii. The Association shall fully account for total pumping from the community well to the not-nontributary Dawson Aquifer, including for any irrigation, or other permitted/allowed uses as may be required under the Augmentation Plan. The frequency of such accounting shall be annually, unless otherwise reasonably requested by the Division or Water Resources. The Association shall provide the Division of Water Resources with integrated accounting for pumping of all not-nontributary individual Dawson aquifer wells on an annual basis, unless otherwise reasonably requested by the Division of Water Resources.

iii. At such time as construction of an Arapahoe and/or Laramie-Fox Hills aquifer well is required for replacement of post-pumping depletions under the Augmentation Plan, the Association shall be responsible for all cost and expense in the construction of said well, as well as all reasonable reporting requirements of the Division of Water Resources associated therewith. The Association shall have authority to impose a reasonable fee or assessment upon all Lot owners in advance of construction so as to ensure sufficient funding is available to meet all post-pumping depletion replacement obligations, consistent with the terms and conditions of these Declarations.

D. Well Permits.

i. The Association, or Declarant, shall be responsible for obtaining a well permit for the community Benet Well No. 1 to the not-nontributary Dawson aquifer for provision of water supply to the Subdivision, and any replacement or additional not-nontributary Dawson aquifer wells to provide such supplies. Such Dawson aquifer well(s) shall be constructed and operated in compliance with the Augmentation Plan, the well permit(s) obtained from the Colorado Division of Water Resources, and the applicable rules and regulations of the Colorado Division of Water Resources. The costs of the construction, operation, maintenance and repair of such community well, any applicable treatment of water produced thereby, and delivery of water therefrom to the Residential Units located on each Lot, shall be a Common Expense subject to assessments by the Association. The Association shall comply with any and all requirements of the Division of Water Resources to log the well(s) and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide the diversion information necessary for the accounting and administration of the Augmentation Plan.

ii. The Association shall further be responsible for obtaining any well permits, rights and authorities necessary for the construction of wells to the nontributary Arapahoe and/or Laramie Fox Hills aquifer, though such well(s) shall be constructed only for purposes of replacing any injurious post-pumping depletions, consistent with the Augmentation Plan, and shall not be constructed unless and until such post-pumping depletions must be replaced. The Association shall comply with any and all requirements of the Division of Water Resources to log such wells, and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide all necessary accounting under the Augmentation Plan.

iii. No party guarantees to the Lot owners the physical availability or the adequacy of water quality from the community Benet Well No. 1, or additional and replacement wells, or augmentation wells, to be drilled under the Augmentation Plan. The Denver Basin aquifers which are the subject of the Augmentation Plan are considered a nonrenewable water resource and due to anticipated water level declines the useful or economic life of the aquifers' water supply may be less than the 100 years allocated by state statutes or the 300 years of El Paso County water supply requirements, despite current groundwater modelling to the contrary.

E. Compliance. The Owners and the Association, respectively, shall perform and comply with all terms, conditions, and obligations of the Augmentation Plan, and shall further comply with the terms and conditions of any well permits issued by the Division of Water Resources pursuant to the Augmentation Plan, as well as all applicable statutory and regulatory authority.

F. Amendments. No changes, amendments, alterations, or deletions to this Paragraph 33 of these Declarations may be made which would alter, impair, or in any manner compromise the Augmentation Plan, or the water rights of the Owners without the written approval of said parties, El Paso County, and from the Water Court.

G. El Paso County Requirements. El Paso County may enforce the provisions regarding the Augmentation Plan as set forth in these Declarations, should the Owners and/or Association fail to adequately do so.

H. Septic Systems and Leach Fields. As described in Paragraph 5, above, the Association is vested with all easements necessary for the installation, construction, use, maintenance and repair of a community septic wastewater treatment system(s) for treatment of water utilized within each Residential Unit, consistent with the terms and conditions of the Augmentation Plan. It is anticipated that each 5-7 Residential Units may share a "sub" wastewater system, but no such sub-system shall have a discharge of greater than 1,999 gallons per day, and the entire system shall in no instance exceed 6,000 gallons per day of discharge. Such wastewater treatment system(s) shall be Common Elements, and repair to any such sub-systems shall be allocable amongst all Lots/Residential Units, regardless of whether a particular Residential Unit utilizes a particular sub-system. Such system(s) may be located within

any portion of the open space within the Subdivision, whether owned by Declarant or the Association, at Declarant's discretion, and the **Exhibit C** Plat map shall be updated and appended to these Declarations by recording, in order to provide an as-built description of such septic system/sub-systems and associated easements when completed.

34. Terms of Covenants and Severability. These Declarations shall run with the land and shall remain in full force and effect until amended or terminated, in whole or part, by the owners of the entirety of the Subdivision (*i.e.* all Owners and the Association) and filed for record with the Clerk and Records of El Paso County. If any of these Declarations be held invalid or become unenforceable, the other Declarations shall not be affected or impaired but shall remain in full force and effect.

35. Amendment of Declarations. Except as expressly mandated by applicable law, and except as limited by express provisions herein, these Declarations and the Plat may be amended only by vote or agreement of at least 67 percent of the Owners. For purposes of this Paragraph 35, Declarant shall be deemed an owner of each Lot until such time as such Lot(s) are transferred to a third party.

A. Amendment of Declaration by Declarant. Until such time as Declarant has conveyed any Lots to a third party, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in these Declarations may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination. Declarant reserves the right to unilaterally amend these Declarations in all circumstances permitted by law and which do not conflict with applicable statutes, rules or decrees. Notwithstanding anything contained within these Declarations, and to the extent permitted by law, if Declarant determines that any amendments to these Declarations shall be necessary in order for existing or future mortgages or other security instruments to be acceptable applicable authorities, then Declarant shall have and hereby specifically reserves the right and power to make, execute and record any such amendments without obtaining approval of Lot owners or mortgagees (or any percentage thereof).

B. Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Paragraph 35 may not be brought more than one year after such amendment is recorded.

C. Recordation of Amendments. Each amendment to these Declarations must be recorded in the records of the Clerk and Recorder for El Paso County, Colorado, and the amendment is effective only upon recording.

D. Unanimous Consent. Except to the extent expressly permitted or required by other provisions of these Declarations, an amendment may not create or increase the number of Lots, change the boundaries of a Lot, change the vested

property interests of a Lot or Lot owner, or the uses to which a Lot is restricted except by unanimous consent of the Owners.

E. Execution of Amendments. An amendment to these Declarations required to be recorded, as set forth herein, by the Association, which has been adopted in accordance with these Declarations, must be prepared, executed, recorded, and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

36. Termination. Termination of the Common Interest Community may be accomplished by unanimous consent of the Owners; however, the covenants and restrictions herein regarding compliance with the Augmentation Plan shall not terminate unless the requirements of the Augmentation Plan are also terminated by order of the appropriate water court and a change of water supply is approved by El Paso County.

37. Assessment and Collection of Common Expenses.

A. Apportionment of Common Expenses. Except as otherwise expressly provided in this Paragraph 37, all Common Expenses shall be assessed against all Lots in accordance with their percentage interests in the Common Expenses as a portion of the total number of Lots, *i.e.* initially 1/27th per Lot, subject to the Declarant's/owners' right, if any, to combine Lots, thereby reducing the total number of Lots and reallocating the percentage interests in the Common Expenses. This shall include, but not be limited to, Common Expenses for reasonable maintenance and replacement of the Common Elements, including drainage and mailboxes, notwithstanding the fact that such maintenance and replacement could be viewed as benefiting one particular Lot over another. Without limiting any other authority regarding assessments provided for in these Declarations, assessments may, but shall not be required to, (i) be made monthly for snow plowing, and (ii) be made in advance for any maintenance or repairs to the other Common Elements.

B. Common Expenses Attributable to Fewer than all Lots.

i. Any Common Expense for services approved by the Association and provided by the Association to an individual Lot, or some Lots but fewer than all the Lots, at the request of the particular Lot owner or Owners shall be assessed only against the requesting Lot(s).

ii. An assessment to pay a judgment against the Association may be made only against the Lot(s) in the Common Interest Community at the time the judgment was entered in proportion to their Common Expense liabilities.

iii. If a Common Expense is incurred by the action or inaction of a Lot owner, the Association may assess that expense exclusively against that Lot owner's Lot.

iv. Fees, charges, taxes, impositions, late charges, fines, collection costs, and interest charged against a Lot owner pursuant to these Declarations, or any Rules and Bylaws lawfully enacted by the Association, and the Act are enforceable as Common Expense assessments.

C. Association Lien.

i. The Association is hereby granted, and shall have, a lien on a Lot for a Common Expense assessment levied against the Lot for fines imposed against its Lot owner. Fees, charges, late charges, attorneys' fees, fines, and interest charged pursuant to the Association's authority under these Declarations, any Rules or Bylaws lawfully enacted by the Association, and the Act, are enforceable as assessments under this Paragraph 37. The amount of the lien shall include all those items set forth in this Subparagraph 37.C. from the time such items become due. If a Common Expense assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

ii. A lien under this Paragraph is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of these Declarations; (2) a first Security Interest on the Lot recorded before the date on which the Common Expense assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Subparagraph does not affect the priority of mechanic's or materialmen's liens or the priority of a lien for other assessments made by the Association. By purchasing a Lot, a Lot owner waives all federal and state homestead and other exemptions with respect to the lien for Common Expense assessments.

iii. Recording of these Declarations constitutes record notice and perfection of the lien. Further recording of a claim of lien for a Common Expense assessment under this Paragraph is not required.

iv. A lien for an unpaid Common Expense assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the Common Expense assessment becomes due, except that if an owner of a Lot subject to a lien under this Paragraph 37 files a petition for relief under the United States Bankruptcy Code, the time period for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

v. This Paragraph 37 does not prohibit an action to recover sums for which Subparagraph i. of this paragraph creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

vi. A judgment or decree in any action brought under this Paragraph 37 shall include costs and reasonable attorneys' fees for the prevailing party, which shall be additional Common Expense assessments.

vii. A judgment or decree in an action brought under this paragraph is enforceable by execution under Colorado law.

viii. The Association's lien must be foreclosed by the same judicial procedure by which a mortgage on real estate is foreclosed under Colorado law.

D. Payment of Assessments.

i. Certificate of Payment of Assessments. The Association, upon written request, shall furnish a Lot owner with a written statement setting out the amount of unpaid assessments against the Lot. The statement must be furnished within 14 calendar days after receipt of the request and is binding on the Association, and each Lot owner. A reasonable fee, established by the Association, may be charged for such statement.

ii. Monthly Payment of Common Expenses. All Common Expenses assessed under these Declarations shall be due and payable monthly unless otherwise determined by the Association. At the option of the Association Common Expenses may be assessed each month after actual expenses are incurred.

iii. Acceleration of Assessments. In the event of default in which any Lot owner does not make the payment of any assessment levied against his Lot within 10 days of the date due, the Association shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year immediately due and payable.

iv. Commencement of Assessments. Assessments shall begin on the first day of the month in which conveyance of the first Lot to a third party Lot owner other than the Declarant occurs. Assessments shall be levied against and payable by the owners of all Lots, including Lots still owned by Declarant.

v. No Waiver of Liability for Common Expenses. No Lot owner may become exempt from liability for payment of the Common Expense assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Common Expense assessments are made.

vi. Personal Liability of Lot Owners. The Lot owner, at the time a Common Expense assessment or portion of the assessment is due and payable, is personally liable for the Common Expense assessment. Personal liability for the Common Expense assessment shall not pass to a successor in title to the Lot unless the successor agrees to assume the obligation. Each Lot Owner, including Declarant, covenants and agrees to pay, and shall be personally obligated to pay to the

Association, in the manner, amounts and times prescribed herein, all assessments, charges, fines, fees and other sums described in these Declarations and/or imposed by the Association related to Common Elements and expenses related thereto. All Owners shall be jointly and severally liable to the Association for the payment of all assessments, charges, fees and other sums attributable to them and/or their respective Lot. In addition to the foregoing assessments, charges, fees and other sums, each Owner shall have the obligation to pay all applicable real property taxes, ad valorem taxes, and assessments imposed by Colorado governmental subdivisions or entities against his Lot, as well as all charges for separately metered utilities servicing his Residential Unit.

vii. Enforcement of Personal Obligation. In addition to the lien mechanisms described herein, the Association may, at its option, suspend all voting rights and the right to use any Common Elements, until all delinquent payments owed by an Owner are received, and/or may bring an action in law or equity against any Owner to collect any unpaid assessments, charges, fees and other sums. For any such action, the Association shall be additionally entitled to recover, and the Owner obligated to pay, interest thereon at the rate determined by the Board, an administrative charge as may be set forth in the Association's rules and regulations, court costs, and other collection costs, and reasonable attorneys' fees. Notwithstanding any terms and provisions of these Declarations to the contrary, but subject to the Act, the sale or transfer of any Lot shall not affect the personal liability or the lien for assessments, charges, fees or other sum levied hereunder. No sale, transfer, foreclosure or any proceeding in lieu thereof shall relieve either any Owner or any Lot from liability or the lien for any assessments, charges, fees or other sums thereafter becoming due.

viii. Reserve Fund. The Association may in its own discretion maintain a reserve fund to meet foreseen and unforeseen expenditures and may establish assessments for the same.

ix. Annual Assessments. The annual assessment shall be based upon the Board's annual budget of the requirements needed for the Common Expenses and the administration and performance of its duties during such assessment year. The annual budget shall be adopted consistent with C.R.S. §38-33.3-303(4). Any surplus funds of the Association remaining after the payment of or provision for Common Expenses and any prepayment of or provision of reserves shall be applied as the Board in its sole discretion determines appropriate; the Board is not required to credit, refund, or pay such funds to Owners. The annual assessments shall also include, at the Board's discretion, but shall not be limited to the following:

a. Any costs and expenses related to management and to the activities and property of the Association;

b. Any taxes and special tax assessments on the activities and property of the Association;

c. Premiums for all insurance which the Association is required or permitted to maintain and any deductibles or expenses attributable to such insurance;

d. Such repairs, restorations, replacements, improvements, and maintenance of the Common Elements which are the responsibility of the Association; provided, however, such work shall not require the prior approval of the Association regardless of the expense or amount thereof unless a Special Assessment is required pursuant to these Declarations;

e. Legal and accounting fees;

f. Any deficit remaining from a prior assessment year;

g. The creation of reasonable reserves, surpluses and sinking funds for the periodic replacement, repair and maintenance of the Common Elements and for other periodic expenses, and are payable in regular installments, rather than by special assessments, and adequate reserves for insurance deductibles.

x. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part:

a. The cost of any emergency situation or any construction, demolition, reconstruction, repair or replacement of all or a substantial part of the Subdivision, including without limitation the Common Elements and any fixtures and appurtenances thereto, or

b. The expense of any other contingencies or unbudgeted costs.

xi. Procedure for Special Assessments. Written notice of any meeting called for the purpose of taking any action by the Association concerning a Special Assessment shall be sent by the Board to all Owners not less than ten (10) days nor more than fifty (50) days in advance of the meeting. Said notice shall specify the amount of the proposed Special Assessment and the date of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty-seven percent (67%) of all the votes shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. Such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting. Any such Special Assessment shall require the assent of sixty-seven percent (67%) of the votes which are cast at such a meeting where a quorum is present.

xii. Unit Assessments. In the event that the Association incurs any expense or liability as a result of the willful, negligent or wrongful act of an Owner or his guests or permittees, or any breach by any of such parties of any of the provisions of these Declarations, the Association's By-Laws or the Association's rules and regulations, and the same is not paid for by insurance, the cost thereof shall be an assessment against that Owner and his Lot, and if unpaid shall be both a personal obligation of such Owner and a Lien as herein provided. Additionally, except as otherwise provided in these Declarations, the Board may impose assessments against particular Owners and Lots pursuant to C.R.S. §38-33.3-315(3)(a) and (b).

38. Mechanics'/Other Liens.

A. Mechanics' Liens - Association Work. Labor performed, or services or materials furnished for the Common Elements, if duly authorized by the Board, shall be deemed to be performed or furnished at the express consent of each Owner, provided, however, any Owner may remove his Residential Unit and Lot from any such lien against the Subdivision, or against the Common Elements or a portion thereof, by payment to the holder of the lien of the fraction of the total sum secured by such lien, based upon the Proportionate Share, and the Board shall have no authority to bind the Owners beyond their Proportionate Share as provided above.

B. Mechanics' Liens - Owner Work. In the event a lien arises from work or material furnished for use and incorporated in any Residential Unit or Lot with the consent of or at the request of the Owner thereof or his agent or his contractor or subcontractor, and not requested by the other Owners or the Board, such Owner shall indemnify, defend and hold harmless all other Owners and the Association from and against any liability or loss arising from the claim of any such lien. In no event shall the claim of any such individual lien be the basis for the filing of a lien against a Lot or Residential Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements; the filing of any such lien against the Lot or Residential Unit of a non-consenting Owner or against the Common Elements shall, to the extent permitted by law, be null and void and shall entitle such Owner or the Association to recover damages and expenses, including without limitation attorneys' fees, from the lienor.

C. Other Liens. As required by the Act, Declarant hereby states that it is possible that additional liens, other than mechanics' liens, assessment liens or tax liens, may be obtained, to the extent permitted by law and by these Declarations, against the Common Elements. To the extent permitted by law, all liens shall be subject to the covenants, terms and provisions of these Declarations.

39. Persons and Lots Subject to Declarations, Rules, Bylaws.

A. Compliance with Documents. All Owners, tenants, occupants of dwellings on Lots, and, to the extent they own Lots, mortgagees and the Declarant, shall comply with these Declarations, and any rules or bylaws subsequently enacted by

the Association, including any such rules incorporated within the Associations' Articles of Incorporation (collectively the "Documents") and shall be subject to all rights and duties under the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by that Lot owner, tenant, mortgagee, or occupant. All provisions recorded in the Documents are covenants running with the land and shall bind any Persons having at any time any interest or estate in any Lot.

B. Adoption of Rules. The Association may adopt Rules regarding the use and occupancy of Lots as they affect the Common Elements and the activities of occupants, subject to Notice and Comment.

C. Enforcement. The Association, as well as any aggrieved Owner, is hereby granted a right of action against any Lot owner who fails to comply with the provisions of the Documents or to comply with lawful decisions made by the Association. Each and every Lot owner is also granted a similar right of action against the Association. In any action maintained under this paragraph, the prevailing party shall be awarded its reasonable attorneys' fees and costs.

40. Insurance.

A. Coverage. To the extent reasonably available, the Association may obtain and maintain insurance coverage as set forth in this Paragraph 40. If such insurance is not reasonably available, or the Association determines that any insurance described in this paragraph will not be maintained, the Association shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot owners and first lien Security Interest holders at their respective last known addresses. Nothing herein shall be deemed to require that the Association maintain any insurance and such determination shall be made by the Association in its sole discretion.

B. Property Insurance Coverage.

i. Association property insurance, if any, will cover:

a. The facilities, consisting of (1) all Common Elements; and (2) all personal property owned by the Association, if any.

ii. The community insurance will be for an amount (after application of any deductions) equal to 100 percent of the community facilities' actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association will be insured for an amount equal to its actual cash value.

iii. The Association is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the community facilities

and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

iv. The maximum deductible for insurance policies shall be as determined by the Association and shall be a Common Expense, unless caused by the act or omission of a Lot owner and assessed in accordance with these Declarations.

v. The insurance shall afford protection against "all risks" of direct physical loss commonly insured.

vi. Insurance policies required by this paragraph should further provide that:

a. The insurer waives the right to subrogation under the policy against a Lot owner or member of the household of a Lot owner.

b. An act or omission by a Lot owner, unless acting within the scope of the Lot owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

c. If, at the time of a loss under the policy, there is other insurance in the name of a Lot owner that covers the same risk covered by the policy, the Association's policy provides primary insurance.

d. Losses to be adjusted with the Association.

e. Insurance proceeds to be paid to any insurance trustee designated in the policy for that purpose and otherwise to the Association, but, in any case, the proceeds are to be held in trust for each Lot owner and the Lot owner's mortgagee.

f. The insurer may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Lot owner, and to each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

C. Liability Insurance. Liability insurance, including medical payments insurance, will be maintained by and in an amount determined by the Association, but in no event shall it be less than \$1,000,000. This insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of, or in connection with, the use, ownership, or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Paragraph shall provide that:

i. Each Lot owner is an insured person under the policy with respect to liability arising out of the Lot owner's membership in the Association;

ii. The insurer waives the right to subrogation under the policy against a Lot owner or member of the household of a Lot owner;

iii. An act or omission by a Lot owner, unless acting within the scope of the Lot owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

iv. If, at the time of a loss under the policy, there is other insurance in the name of a Lot owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and

v. The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

D. Owner Policies. An insurance policy issued to the Association does not preclude, nor require, Lot owners from obtaining insurance for their own benefit, and all Lot owners are and shall be required to purchase insurance policies in amounts and with designated terms and beneficiaries described in Association Rules, Regulations and Bylaws. Nonetheless, each Lot Owner shall maintain "Loss Assessment Coverage" for additional coverage of losses otherwise covered by the Associations' policy, including of associated deductibles.

E. Other Insurance. The Association shall carry such other insurance as may be required by any first lien Security Interest holder and may carry other insurance that the Association considers appropriate to protect the Association.

F. Premiums. Insurance premiums for insurance carried or to be carried by the Association shall be a Common Expense.

G. Insurance Proceeds Insufficient. If the insurance proceeds are insufficient to repair and reconstruct the damaged or destroyed improvement(s), such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Lots. Such special assessment shall be a Common Expense and made according to each Owner's Proportionate Interest and shall be due and payable within thirty (30) days after written notice thereof, and only in this instance shall such Special Assessment not require approval of the members consistent with the provisions of Paragraph 35.D.xi. The Association shall have full authority, right, and power as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s) using all of the insurance

proceeds for such purpose, notwithstanding the failure of an Owner to pay the assessment.

H. Consequences of Condemnation. If at any time all or any part of the Subdivision shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the Association and Owners shall be bound by the Act, including, but not limited to, the provisions of C.R.S. §38-33.3-107, as it may be amended from time to time, and notwithstanding any provision herein to the contrary.

41. Restoration of Common Elements.

A. Duty to Restore. All or any portion of the Common Interest Community for which insurance carried by the Association is in effect, must be repaired or replaced promptly by the Association unless:

- i. The Common Interest Community is terminated; or
- ii. Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety.

B. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

C. Plans and Specifications. The damaged property requiring restoration or repair must be repaired and restored in accordance with either the Plat or other plans and specifications that have been approved by the Association, a majority of voting Owners, and 51 percent of first lien Security Interest holders.

D. Insurance Proceeds. The Trustee or, if there is no Trustee, the Association, acting by appointed representative, shall hold any insurance proceeds in trust for the Association, Lot owners, and lien holders as their interests may appear. Subject to the provisions of these Declarations, the proceeds shall be disbursed first for the repair or restoration of the damaged Property. The Association, Lot owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the property has been completely repaired or restored or unless the Common Interest Community is terminated.

E. Replacement of Less Than Entire Property.

i. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community.

ii. Except to the extent that other persons will be distributes, the remainder, if any, of the proceeds must be distributed to each Lot owner or lien

holder, as their interests may appear, in proportion to the Common Expense assessment percentages of all the Lots.

F. Certificates By Association. The Trustee, if any, may rely on the following certifications in writing made by the Association:

i. Whether or not damaged or destroyed property is to be repaired or restored; and

ii. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

G. Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Lot owners or mortgagees, then the Association, and the Trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the records from the date of the recording of the original Declarations, stating the names of the Lot owners and the mortgagees.

H. Association as Attorney-in-Fact; Damage and Destruction. All of the Lot owners irrevocably constitute and appoint the Association as their attorney-in-fact, for them and in their names, respectively, to deal with the Common Interest Community upon its destruction, repair, or obsolescence as in these Declarations provided. As attorney-in-fact, the Association, by its president and secretary, acting pursuant to authorization from the Association, shall have full and complete authority, right, and power to receive the proceeds of any insurance in the names of the Lot owners or the Association, and to make, execute, and deliver any contract, deed, or any other instrument with respect to the interest of a Lot owner that is necessary and appropriate to exercise the powers in these Declarations granted.

42. Association Powers and Requirements.

A. Association Records and Minutes of Association Meetings. The Association shall permit any Owner, or holder, insurer, or guarantor of first mortgages secured by Lots, to inspect the records of the Association and the minutes of Association and committee meetings during normal business hours.

B. Powers and Duties. The Association, subject to the limitations contained in these Declarations and its Articles of Incorporation, shall have the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the following:

i. Adopt and amend Bylaws, Rules, and regulations;

ii. Adopt and amend budgets for revenues, expenditures, and reserves;

- iii. Collect Common Expense assessments from Lot owners;
- iv. Hire and discharge managers;
- v. Hire and discharge independent contractors, employees, and agents other than managing agents;
- vi. Institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violation of, or otherwise enforce, the Association's Declarations, Bylaws, or Rules in the Association's name, on behalf of the Association, or two or more Lot owners on matters affecting the Common Interest Community;
- vii. Make contracts and incur liabilities, including debt for the general benefit of the community;
- viii. Regulate the use, maintenance, repair, replacement, and modification of the Common Elements, and, to the extent set forth in these Declarations, including but not limited to enforcing parking restrictions within the property, which may be more restrictive than those required by El Paso County and/or any other entity having jurisdiction;
- ix. Cause additional Improvements to be made as a part of the Common Elements;
- x. Acquire, hold, encumber, and convey, in the Association's name, any right, title, or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only as provided herein;
- xi. Grant easements for any period of time, including permanent easements, and leases, licenses, and concessions through or over the Common Elements;
- xii. Impose and receive a payment, fee, or charge for the use, rental, or operation of the Common Elements and for services provided to Lot owners;
- xiii. Impose a reasonable charge for late payment of assessments, and after Notice and Hearing, levy reasonable fines for violations of these Declarations, the Bylaws, Rules, and regulations of the Association;
- xiv. Impose a reasonable charge for the preparation and recordation of amendments to these Declarations and for a statement of unpaid assessments;

xv. Provide for the indemnification of the Association's officers and Board, if any, and/or maintain directors' and officers' liability insurance;

xvi. Assign the Association's right to future income, including the right to receive Common Expense assessments to such parties and entities as may be approved by the Associations membership consistent with the provisions herein;

xvii. Exercise any other powers conferred by these Declarations, the Bylaws, or applicable law;

xviii. Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

xix. Exercise any other power necessary and proper for the governance and operation of the Association; and

xx. By resolution, establish permanent and standing committees to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot owners.

C. Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend these Declarations, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

43. Enforcement. In the event that a dispute regarding an alleged violation of these Declarations cannot be resolved through discussion and negotiation of the parties, or subsequently by mediation, enforcement shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any provision of these Declarations, including actions to restrain or enjoin such violation, and to recover damages. Venue shall be proper in the District Court for El Paso County, Colorado. The Owners and the Association shall abide by any injunctions so entered, without necessity of bond, in order to simplify judicial proceedings to remedy violations of these Declarations. In addition, if a judicial action is necessary to prohibit or correct a violation of these Declarations, the prevailing party shall be entitled to recovery of all costs of the enforcement proceeding, including reasonable attorney's fees.

44. Public Water System. All Lot owner connections to the public water system are subject to the following covenants, in order to protect the public water sytem from contaminants or pollutants that could enter the distribution system by backflow from a Lot owners' water supply system through the service connection, in accordance with Title 25 of the Colorado Revised Statutes, Colorado Primary Drinking Water Regulations, and the Colorado Plumbing Code.

A. Definitions. The following terms utilized herein shall have the following definitions for purposes of these Declarations associated with this paragraph 44 concerning the Public Water System:

i. "Active date" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.

ii. "Air gap" is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard ASME A112.1.2.

iii. "Backflow" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.

iv. "Backflow contamination event" means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

v. "Backflow prevention assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.

vi. "Backflow prevention method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

vii. "Certified cross-connection control technician" means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

viii. "Containment" means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.

ix. "Containment by isolation" means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the public water system is prevented.

x. “Controlled” means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.

xi. “Cross connection” means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer’s water system into a public water system’s distribution system or any other part of the public water system through backflow.

xii. “Multi-family” means a single residential connection to the public water system’s distribution system from which two or more separate dwelling units are supplied water.

xiii. “Single-family” means: a single dwelling which is occupied by a single family and is supplied by a separate service line; or a single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.

xiv. “Uncontrolled” means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

xv. “Water supply system” means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

B. Authority and Control.

i. The public water system shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.

ii. The public water system shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.

iii. The public water system may control any service connections within the distribution system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly.

iv. The public water system may collect fees for the administration of this program.

v. The public water system shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.

vi. Except as otherwise provided herein, the public water system shall administer, implement and enforce the provisions of this Covenant.

C. Requirements.

i. Lot owner service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the Lot owner's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the public water system must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

ii. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.

iii. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the Declarant and owner's plumbing system.

iv. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.

v. Reduced pressure principle backflow preventers shall not be installed in a manner subject to flooding.

vi. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.

vii. All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.

viii. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.

ix. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.

x. The public water system shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the Declarant and owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.

xi. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the Lot owner.

xii. No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.

xiii. For new buildings, all building plans must be submitted to the public water system and approved prior to the issuance of water service. Building plans must show: water service type, size and location; meter size and location; backflow prevention assembly size, type and location; and fire sprinkler system(s) service line, size and type of backflow prevention assembly.

xiv. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.

xv. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.

xvi. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.

xvii. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the public water system can chose to not require the backflow protection. The public water system will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the public water system suspects water quality issues the public water system will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

D. Inspection, Testing, and Repair. Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the Lot owner. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the Lot owner.

i. As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.

ii. Testing gauges shall be tested and calibrated for accuracy at least once annually.

E. Reporting and Recordkeeping.

i. Copies of records of test reports, repairs and retests, or replacements shall be kept by the Lot owner for a minimum of three (3) years.

ii. Copies of records of test reports, repairs and retests shall be submitted to the public water system by mail, facsimile or e-mail by the testing company or testing technician.

iii. Information on test reports shall include, but may not be limited to:

- a. Assembly or method type
- b. Assembly or method location
- c. Assembly make, model and serial number
- d. Assembly size
- e. Test date; and
- f. Test results including all results that would justify a pass or fail outcome
- g. Certified cross-connection control technician certification agency
- h. Technician's certification number
- i. Technician's certification expiration date
- j. Test kit manufacturer, model and serial number
- k. Test kit calibration date

F. Right of Entry. A properly credentialed representative of the public water system shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk and for determining compliance with this paragraph 44. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the public water system's distribution system.

G. Compliance. Lot owners shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the public water system shall complete one of the following actions within 120 days of its discovery: control the cross connection; remove the cross connection; or suspend service to the cross connection. The public water system shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public water system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to

contain the water service. The notice and order will give a date by which the owner must comply. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

H. Violations and Penalties. Any violation of the provisions of this paragraph 44, shall, upon conviction be punishable as provided in all applicable statutes, laws, and regulations.

I. Conflict With Other Codes. If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

45. Captions. The captions contained in these Declarations are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Declarations or the intent of any provision thereof.

46. Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of these Declarations so require.

47. Waiver. No provision contained in these Declarations is abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

48. Invalidity/Severability. The provisions of these Declarations shall be deemed to be independent and severable and if any of the provisions of these Declarations or any clause, paragraph, sentence, phrase or word, or the application thereof, in any circumstances be invalidated by judgment or Court Order, such invalidity shall not affect the validity of the remainder of these Declarations, which other provisions shall remain in full force and effect.

49. Conflict. These Declarations are intended to comply with the requirements of the Act, including C.R.S. §§38-33.3-105 to 38-33.3-107, If there is any conflict between these Declarations and the Act, or any other applicable statutes, the provisions of such statutes shall control.

50. Binding Affect – Amendment.

A. Covenants Running With Property. The benefits, burdens, and all other provisions contained in these Declarations shall be covenants running with and binding upon the Property and all Lots created thereon, respectively.

B. Binding Effect. The benefits, burdens and all other provisions contained in these Declarations shall be binding upon, and inure to the benefit of the Declarant, the Association and all Lot Owners, and upon and to their respective heirs, executors, administrators, personal representatives, successors and assigns. Any right or any interest reserved or contained in these Declarations to or for the benefit of the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of the rights or interests, to any person, corporation, partnership, association or other entity.

C. Amendment.

i. The covenants and restrictions of these Declarations and the Lots described herein and created hereby/through the Plat, shall run with and bind the land for a term of twenty (20) years from the date of the recording of these Declarations, after which time these Declarations shall be automatically extended for successive periods of ten (10) years each, until such time as these Declarations are terminated or revoked in the manner herein provided.

ii. Except as is otherwise provided herein, these Declarations shall not be revoked or terminated unless all of the Owners, and all First Mortgagees which have given the Association notice of their interest in any Residential Unit/Lot, consent and agree to such termination or revocation by an instrument duly recorded; such termination and revocation shall also comply with C.R.S. §39-33.3-218. Except as provided in this Paragraph 49, these Declarations shall not be amended or modified unless the voting Owners, including Open Space Owner, having at least sixty-seven percent (67%) of the Proportionate Interests and the First Mortgagees of at least sixty-seven percent (67%) of the Residential Units/Lots which have provided the Association notice of their interest in any Residential Unit/Lot have agreed to such amendment; provided, however, (a) that any section in these Declarations which requires a particular percentage of Owners and/or Mortgagees may be amended only by written consent of the specified percentage of those parties; (b) that this Paragraph may be amended by an instrument signed by Owners of at least ninety percent (90%) of the voting interests, and one hundred percent (100%) of all First Mortgagees who have given the Association notice of their lien; (c) that an Owner's Proportionate Interest in the Common Elements appurtenant to each Lot as set forth herein shall have permanent character and shall not be altered without the consent of all of the Owners and all of the First Mortgagees of which have provided the Association notice of their interest in any Residential Unit/Lot; and (d) that the Declarant hereby reserves the right until the Period of Declarant Control is terminated, but without the vote of the Owners, to make such amendments to these Declarations, the Articles of Incorporation and/or the Bylaws of the Association, as may be necessary to correct typographical errors or ambiguities in said documents, and each Lot Owner and Mortgagee by accepting a deed or other instrument to a Lot within the Subdivision appoints Declarant as his attorney-in-fact for purposes of executing in said Lot Owner's name and recording any such amendments to these Declarations, and each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Residential Unit/Lot and the acceptance

thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Declarant to make, execute and record any such amendments.

iii. The consent of any junior Mortgagee shall not be required under the provisions of this Paragraph 49. In determining whether the appropriate percentage of Mortgagee approval is obtained, each First Mortgagee which has provided the Association notice of their interest in any Residential Unit/Lot shall have one (1) vote for each First Mortgage owned.

iv. To be effective, all amendments to these Declarations must be recorded in the public records of El Paso County, Colorado, and an amendment must be indexed in the grantee's index in the name of the common interest community and the Association and in the grantor's index in the name of each person executing the amendment. The amendment shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose, or in the absence of designation, by the president of the Association. All expenses associated with preparing and recording an amendment to the Declaration shall be the sole responsibility of the party designated in C.R.S. §38-33.3-217(6).

v. Recording of Amendments. To be effective, all amendments to or revocation or termination of these Declarations must be recorded in the office of the Clerk and Recorder of the County of El Paso, Colorado, and must contain evidence of the required approval thereof.

51. Acceptance of Documents/Waiver of Homestead. The conveyance, sale, transfer, lease or encumbrance of a Residential Unit or Lot shall be deemed to include the acceptance of all of the provisions of these Declarations, the Articles of Incorporation and Bylaws of the Association, and the waiver of any homestead rights and any exemptions under any state or federal law and shall be binding upon each grantee and mortgagee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

52. No Waiver. Failure to enforce any provisions of these Declarations shall not operate as a waiver of any such provision or of any other provision of these Declarations.

53. Governing Law. These Declarations shall be governed by, and construed in accordance with, the laws of the State of Colorado, and venue shall be proper in a Court of competent jurisdiction in El Paso County, Colorado.

54. Remedies Cumulative. The rights and remedies of the Association are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity and may be exercised concurrently, independently or successively without effect or impairment upon one another.

55. Implied Approval by Mortgagees. Notwithstanding any provision of these Declarations, when any matter requires First Mortgagee approval, such approval will be assumed when that First Mortgagee fails to submit a written response to any written proposal for an amendment within thirty (30) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail with a "return receipt" requested. Any First Mortgagee shall be given notice of any proposed action requiring its consent, if the First Mortgagor has sent a written request to the Association, stating both its name and address and the Lot number/Lot address on which it has (or insures or guarantees) the Mortgage.

IN WITNESS WHEREOF, the Declarant has caused these Declarations to be executed this ___ day of _____, 2020.

By: _____
_____, as _____
of Declarant, Benet Hill Monastery
of Colorado Springs

Attachment 13
Annual and five year budget

Annual Budget 2020

Revenue:

annual assessments to owners through property owners association
27 owners at \$960/year = \$25935 **\$25,935**

Expenses:

LINE ITEM	Annual Expense
Capital Expenses - (Reserves) *1	6735
Chemicals *2	1200
Insurance *3	3000
Licensed Operator *4	6000
Meter Monitoring Online *5	1200
Operations and Maintenance *6	2400
Sampling and Testing *7	3000
Utilities *8	<u>2400</u>
Total Annual Operating Exp	\$25,935

5.5 Financial Capacity

Detail of Annual Expenses	Total	frequency	Annual
*1 CAPITOL EXPENSES	\$148,260		\$6,735
Well and Cistern Pumps (3)	\$30,000	10 years	\$3,000
Contact Tanks (2)	\$20,100	30 years	\$670
Chlorination Equipment	\$3,000	3 years	\$1,000
Distribution System	\$85,160	80 years	\$1,065
Controllers	\$10,000	10 years	\$1,000
*2 Chemicals			\$1,200
Based on estimate from Operator			\$1,200
*3 Insurance			\$3,000
Based on estimate from Operator			\$3,000
*4 Licensed Operator			\$6,000
Based on estimate from Operator			\$6,000
*5 Meter Monitoring Online			\$1,200
Based on quote monitoring company			\$1,200
*6 Operations and Maintenance			\$2,400
Based on Operator Estimates			\$2,400
*7 Sampling and Testing			\$3,000
Based on Operator and Labs Estimates			\$3,000
*8 Utilities			\$2,400
Based on 5 year avg. Monestary System			\$2,400
TOTAL ANNUAL EXPENSES (5.5.1.a)			\$25,935

Five Year Budget

Revenue:

annual assessments to owners through property owners association

27 owners at \$960/year = \$25935 (1st year) = \$961 each

Year One	25935
Year Two	26713
Year Three	27514
Year Four	28340
Year Five	29190
Five Year Total Revenue	<u>\$137,692</u>

Expenses:

5 YEAR BUDGET= 1st year annual + 3% annual X 5

Year One	25935
Year Two	26713
Year Three	27514
Year Four	28340
Year Five	29190

Five Year Total Operating Expenses (5.5.1.C) **\$137,692**

TOTAL CAPITAL IMPROVEMENT BUDGET -(5.5.1.b)	
Drill Well - CanAm Drilling	72685
Well Building w/ Generator - per Engineer's #s	30000
Permit Fee	100
Pumps	33000
Tanks/Cisterns and Accessories	5000
Labor	5000
Misc and Contingency	5000
Distribution System Per Engineer's #s	85000
TOTAL	\$235,785

5.5.4 Description Funding Source for initial capital expenses

The initial construction of the system is funded entirely from Benet Hill Monastery Cash Reserves 2018 Year End Audited Financials (available on request)

Total Current Assets (cash and near cash investments)	5928255.99
Total Fixed Assets (depreciated value)	6139913.22
Total Assets	12068169.2
Total Liabilities	272993.5
NET WORTH	\$11,795,176

Attachment 14

Five year cash flow projection

5.5 Financial Capacity

5 YEAR BUDGET= 1st year annual + 3% annual X 5

Year One	\$25,935
Year Two	\$26,713
Year Three	\$27,514
Year Four	\$28,340
Year Five	\$29,190

Five Year Total Operating Expenses (5.5.1.C) \$137,692

(5.5.2)Description of Munti-Year Financial Plan

Will establish a long-term reserve/operating plan that will establish the national average life expectancy of each component and establish an initial reserve at the establishment of the system and will charge each of the 26 home owners and the owners of the Community House a monthly fee = to the amount required to cover all operating and reserve expenses for the life of the system.

Attachment 15

Liability insurance documentation

Liability Insurance Documentation:

At the time of construction and initial operations, the system will be covered by the General Liability Insurance of the Monastery. That coverage is now with Christian Brother's Financial Services. Upon transfer of ownership to the Owner's Association, the management company chosen by the Association will recommend and the Association will attain general liability insurance coverage of their own. No loans are anticipated in the building or operation of the water system.