

**Unified Title Company, LLC**  
**101 S. Sahwatch Street, Suite 110**  
**Colorado Springs, CO 80903**  
Phone: **719-578-5900**  
Fax:

**Transmittal Information**

Date: 03/04/2021  
File No: 82515UTC  
Property Address: 1670 Paonia Street, Colorado Springs, CO 80915  
Buyer\Borrower: For Information Only  
Seller: Teem Miller Management, Inc., a Colorado corporation

---

For changes and updates please contact your Title officer:  
**Kara DeMasters**  
**Unified Title Company, LLC**  
**c/o ET Production Services, LLC**  
Phone: 719-520-0191  
Fax: 719-955-7077  
E-mail: **KDeMasters@etinv.com**

---

**Customer:**  
**Debby Miller**  
**1670 Paonia Street**  
**Colorado Springs, CO 80915**  
**Phone: Fax:**  
**Attn: Debby Miller**  
**DELIVERED VIA: E-MAIL**

**Buyer:**  
**For Information Only**  
  
**DELIVERED VIA: AGENT**

**Seller:**  
**Teem Miller Management, Inc., a Colorado**  
**corporation**  
  
**DELIVERED VIA: E-MAIL**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**

**Phone: Fax:**  
**Attn:**

**Thank you for using Unified Title Company, LLC.**

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**

---

# Unified Title Company, LLC

## INVOICE

---

**Invoice #: 33827**

**Invoice Date: 3/4/2021**

**File Number: 82515UTC**

**Property Address: 1670 Paonia Street**

**Names: Teem Miller Management, Inc., a Colorado corporation (Seller)**

**For Information Only (Buyer)**

**To:**

Debby Miller  
1670 Paonia Street  
Colorado Springs, CO 80915  
Attention: Debby Miller

**Please remit to:**

Unified Title Company, LLC  
101 S. Sahwatch Street, Suite 110  
Colorado Springs, CO 80903  
719-578-5900

Description		Amount	Qty	Total
Informational End		\$500.00	1	\$500.00
Agent Premium: \$500.00  Underwriter Premium: \$0.00  Underwriter is Stewart Title Guaranty Company			Subtotal	\$500.00
			Tax @ 0 %	\$0.00
			Non Taxable Amt.	\$0.00
			Grand Total	\$500.00

*Thank you!*



101 S. Sahwatch Street, Suite 110, Colorado Springs, CO 80903  
Phone: 719-578-5900 Fax:

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Authorized Signature

A handwritten signature in black ink, appearing to read "F. H. Eppinger".

A handwritten signature in black ink, appearing to read "F. H. Eppinger".  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

Authorized Signatory

**Unified Title Company, LLC** (Company)  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO

A handwritten signature in black ink, appearing to read "Denise Carraux".  
\_\_\_\_\_  
Denise Carraux  
Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

## **CONDITIONS AND STIPULATIONS**

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## **STANDARD EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Stewart Title Guaranty Company***SCHEDULE A**1. Effective Date: **March 1, 2021, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy  
Proposed Insured: **For Information Only**

Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:

<i>Informational End</i>	\$	<b>500.00</b>
<b>Total:</b>	\$	<b>500.00</b>

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.4. The Title is, at the Commitment Date, vested in:  
**Teem Miller Management, Inc., a Colorado corporation**

5. The land referred to in this Commitment is described as follows:

**Lot 5, Block 1, Palmer Park Business Center Subdivision Filing No. 3, County of El Paso, State of Colorado.**

**\*\*For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**

For Informational Purposes Only: **1670 Paonia Street, Colorado Springs, CO 80915**  
**APN: 5406304014**

Countersigned  
 Unified Title Company, LLC

By:


**Kara DeMasters**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

---

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



## COMMITMENT FOR TITLE INSURANCE

Issued by

*Stewart Title Guaranty Company*

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## SCHEDULE B, PART II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to the City of Colorado Springs, recorded February 13, 1973 in [Book 2561 at Page 57](#), in which the specific location of the easement(s) is/are not defined.**
10. **Any assessment or lien of Cimarron Hills Street Improvement District as disclosed by the instrument recorded March 28, 1978 in [Book 3022 at Page 114](#).**
11. **Any assessment or lien of Cherokee Water District as disclosed by the instrument recorded October 29, 1981 in [Book 3496 at Page 588](#) and Notice recorded June 18, 2013 at [Reception No. 213079083](#).**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



12. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded November 17, 1982 in [Book 3635 at Page 680](#) and recorded July 3, 1984 in [Book 3889 at Page 1414](#).
13. Terms, agreements, provisions, conditions, obligations and easements as contained in Avigation Easement, recorded November 17, 1982 in [Book 3635 at Page 688](#).
14. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded December 7, 1982 in [Book 3644 at Page 343](#) and Amendments and Modifications thereto recorded February 28, 1983 in [Book 3680 at Page 241](#), and Assignment recorded June 27, 1994 at [Reception No. 95062868](#), any and all amendments and/or supplements thereto.
15. Terms, agreements, provisions, conditions, obligations and easements as contained in Agreement, recorded January 16, 1984 in [Book 3825 at Page 536](#).
16. Notes, easements and restrictions as shown on the plat of Palmer Park Business Center Subdivision Filing No. 3 recorded July 3, 1984 in Plat [Book W3 at Page 52](#).
17. Any assessment or lien of Metex Metropolitan District as disclosed by the instrument recorded January 8, 1986 in [Book 5112 at Page 285](#).
18. Terms, agreements, provisions, conditions and obligations as contained in Findings of Fact, Conclusions of Law, Judgment and Decree recorded September 18, 1989 in [Book 5668 at Page 1443](#).
19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 98.454, Land Use-154 recorded January 5, 1999 at [Reception No. 99001517](#).
20. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

**FOR INFORMATIONAL PURPOSES ONLY:**

Deed recorded December 19, 2000 as [Reception No. 200151934](#).

Deed recorded August 6, 1997 as [Reception No. 97091077](#).

*NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.*

*PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).*

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

---

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



## DISCLOSURES

File No.: 82515UTC

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

---

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

---

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanics and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

---

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

---

**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

---

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 82515UTC

CO Commitment Disclosure

## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

# Unified Title Company, LLC

## PRIVACY POLICY NOTICE

### Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

### Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A handwritten signature in black ink, appearing to read "Stewart Morris Jr.", written over a horizontal line.

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font, with a registered trademark symbol (®) to its upper right. Below "stewart" is the phrase "title guaranty company" in a smaller, lowercase, sans-serif font. To the left of "stewart" is a stylized graphic consisting of a horizontal line that turns downward into a vertical line, resembling a bracket or a stylized 'S'.

A handwritten signature in black ink, appearing to read "Malcolm S. Morris", written over a horizontal line.

President

Issued through the Office of:  
**Unified Title Company, LLC**  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

## DISCLOSURES

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

---

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

---

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

---

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

---

**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

---

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.



101 S. Sahwatch Street, Suite 212, Colorado Springs, CO 80903  
Phone: 719-578-5900 Fax: 719-578-5060

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

**No. 1: Effective date:** This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

**No. 2A: Owner's Policy Proposed Insured:** This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

**No. 2B: Loan Policy Proposed Insured:** This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

**Charges: Title Premiums, Endorsements and Tax Certificates:** These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

**No. 3: The estate or interest in the land...:** This shows the type of ownership that is going to be insured.

**No. 4: The Title is, at the Commitment Date...:** This shows the name(s) of the current owner(s).

**No. 5: The land referred to in the Commitment...:** This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



# Unified Title Company, LLC

## PRIVACY POLICY NOTICE

### Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

### Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

IN THE DISTRICT COURT WITHIN AND FOR  
THE COUNTY OF EL PASO AND STATE OF COLORADO  
Civil Action No. 96436, Division No. 8

IN THE MATTER OF THE )  
ORGANIZATION )  
of ) FINDINGS AND DECREE  
CIMARRON HILLS STREET IMPROVEMENT )  
DISTRICT )

THIS MATTER coming on this 27<sup>th</sup> day of March, 1978,  
upon the Certificate of Election Results heretofore filed herein,  
and the Court having considered said Certificate of Election Results,  
and having heard the statements of counsel, and being fully advised  
in the premises,

DOTH FIND that a Petition for the Organization of the pro-  
posed Cimarron Hills Street Improvement District was heretofore filed  
and presented to the Court in conformity with the Statutes; that the  
allegations of said Petition are true; that said Petition is signed  
by not less than one hundred (100) of the taxpaying electors of the  
proposed District; that notice of hearing on said Petition was given  
for the time and in the manner prescribed by law; and that notice  
thereof was duly mailed to the Board of County Commissioners of the  
County of El Paso and the El Paso County Assessor and the Department  
of Local Affairs, all of the State of Colorado; that a check from the  
firm of Murphy, Morris & Susemihl in the amount of One Hundred Dollars  
(\$100.00) was duly filed with this Court as security in lieu of bond,  
which bond was condition for the payment of all expenses connected  
with the proceedings in case the organization of said proposed District  
was not effected; and that a Service Plan was approved by the Board  
of County Commissioners and filed with the Court pursuant to the pro-  
visions of Title 32, Article 2, Part 2, Colorado Revised Statutes,  
1973, as amended.

That the question of the organization of said proposed  
Cimarron Hills Street Improvement District was by order of this Court  
duly entered, submitted to the taxpaying electors of said proposed  
District at an election held at Evans Elementary School in said

proposed District on Tuesday, March 21, 1978; that the polls at said election were kept open from 7:00 o'clock A.M. to 7:00 o'clock P.M. of said day; and that said election was held and conducted as an organizational election pursuant to and in the manner as provided in the Statutes of the State of Colorado; that Newt Free, John Fisch, and Joseph Beam, resident taxpaying electors of the proposed District, were appointed as Judges of said election; and Newt Free was designated as an elector of said District who would receive applications for, disburse, and collect absentee ballots;

That published notice of said election was given, said notice being published in The Colorado Springs Sun as provided by the laws of the State of Colorado, and that the first publication thereof occurred more than eighteen (18) days prior to the date of said election; that the Judges of said election have duly submitted to this Court and filed herein the returns of said election;

That at said election a total of one hundred fifty (150) votes were cast with one hundred thirty-one (131) votes in favor of the organization of said proposed Cimarron Hills Street Improvement District and nineteen (19) votes against the formation of said District, and that there were no spoiled or defective ballots, and that out of seven hundred twenty-one (721) ballots being available, there were five hundred seventy-one (571) unused ballots;

That at said election the number of votes cast for directors of said District for a four (4) year term to serve until the second regular election to be held in 1982 were as follows: Anderson, M.B.-132 votes; McArdle, Thomas J.-129 votes; Parker, Charles B.-128 votes; and that at said election the number of votes cast for directors to serve for a two (2) year term until the next regular election to be held in 1980 were as follows: Carmichael, J. O.-131 votes; Christensen, Raymond H.-132 votes;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the said Cimarron Hills Street Improvement District be, and the same is, hereby ordered and declared duly organized under the laws of the State of Colorado.

2. That the corporate name of said District is, and it shall

-3-

hereafter be known as, Cimarron Hills Street Improvement District;

3. That the said Cimarron Hills Street Improvement District shall have and exercise through its proper officers all of the power and authority conferred upon street improvement districts, limited to the maintenance and construction of street lights, under and by virtue of the provisions of the Statutes of Colorado and all amendments thereto and all such parent authority as may hereafter be conferred by law;

4. That the following are pursuant to vote at said election and by order of this Court, duly designated as the first Board of Directors of said Cimarron Hills Street Improvement District for the term set opposite each of their respective names, to-wit:

M. B. Anderson to serve a four (4) year term until the second regular election to be held in 1982;

Thomas J. McArdle to serve a four (4) year term until the second regular election to be held in 1982;

Charles B. Parker to serve a four (4) year term until the second regular election to be held in 1982;

J. O. Carmichael to serve a two (2) year term until the next regular election to be held in 1980;

Raymond H. Christensen to serve a two (2) year term until the next regular election to be held in 1980;

5. That the said District be, and the same hereby is, declared created and established as a governmental subdivision of the State of Colorado and as a body corporate with all the powers of a public or quasi-municipal corporation; that the said Board of Directors herein named shall have, and they are hereby vested with, all of the powers, duties and obligations of Directors of said Cimarron Hills Street Improvement District as conferred and provided by the Statutes of the State of Colorado and all amendments thereto as made by law hereafter to be provided;

6. That the boundaries of said Cherokee Water District and the territory to be included therein is as follows:

That portion of the SW 1/4 of Section 31, T 13 S, R 65 W of the 6th P.M. lying Southerly of the South R/W Line of the Chicago, Rock Island and Pacific R.R.

Section 6, T 14 S, R 65 W of the 6th P.M.; except that portion lying North of the South R/W Line of the Chicago, Rock Island and Pacific R.R.

That portion of Section 7, T 14 S, R 65 W of the 6th P.M. lying North of the North R/W Line of U.S. Highway 24; except the three following described parcels in said Section, the W 1/2 of the NW 1/4, the SW 1/4, and the W 1/2 of the W 1/2 of the SE 1/4. BOOK 3022 PAGE 117

That portion of Section 8, T 14 S, R 65 W of the 6th P.M. lying North of the North R/W Line of U.S. Highway 24 and West of the Westerly R/W Line of Marksheffel Road except a tract described as follows: commencing at the West 1/4 Corner of said Section 8, thence easterly along the North Line of the S 1/2 thereof for 1249.50 feet to the point of beginning, thence (1) continue Easterly along said North Line for 2498.90 feet, more or less to intersect the Westerly R/W Line of U.S. Highway 24, (2) angle right 123° 19' 20" Southwesterly along said R/W Line for 495.74 feet, (3) angle left 91° 08' Southeasterly along said R/W Line for 30.07 feet, (4) Southwesterly along said R/W Line on a curve to the right which has a central angle of 20° 26' and a radius of 2865 feet for an arc distance of 1021.70 feet, (5) Southwesterly on a tangent to the aforementioned curve along said R/W Line for 1834.40 feet, (6) angle right 37° Westerly for 290.00 feet, (7) angle right 94° 47' 58" Northerly for 2250.37 feet to the point of beginning; and also excepting Cimarron Hills Filing No. 4 as filed in Plat Book M-2 at Page 59 of the Records of El Paso County, Colorado, except the Western Drive R/W area as shown thereon.

The W 1/2 of Section 5, T 14 S, R 65 W of the 6th P.M., except that portion lying Northwesterly of the Southeasterly R/W Line of the Chicago, Rock Island and Pacific R.R.; also that portion of the SE 1/4 of the SE 1/4 of said Section 5 described as follows: commencing at the SE Corner of said Section 5,

thence N 89° 59' W for 30.00 feet on the South Line thereof to the point of beginning, thence (1) N 00° 20' E parallel to the East Line thereof for 980.00 feet, (2) S 49° 43' 45" W for 320.90 feet, (3) S 32° 22' 07" W for 914.42 feet to the South Line thereof, (4) S 89° 59' E for 728.70 feet along said South Line to the point of beginning.

That portion of the W 1/2 of Section 5, T 14 S, R 65 W of the 6th P.M. lying Northwesterly of the Northwesterly R/W Line of the Chicago, Rock Island and Pacific R.R.

That portion of Section 6, T 14 S, R 65 W of the 6th P.M. lying Northeasterly of the Northeasterly R/W Line of the Chicago, Rock Island and Pacific R.R.

The S 1/2 and the NE 1/4 of the SE 1/4, and that portion of the SE 1/4 of the SW 1/4 of Section 31, T 13 S, R 65 W of the 6th P.M. lying North of the Northerly R/W Line of the Chicago, Rock Island and Pacific R.R.

Excepting, however, that certain tract of land belonging to the City of Colorado Springs and more particularly described as follows: "Commencing at the Northwest corner of Cimarron Hills, Second Filing, a subdivision in El Paso County, Colorado, as recorded in Plat Book G-2 at Page 15 in the records of said El Paso County; thence Northerly on the Westerly line of said subdivision extended 2,022.13 feet to a point; thence angle 90° to the left and Westerly 30 feet to a true point of beginning of the tract hereinafter described; thence continuing on the last described course extended Westerly 300 feet to a point; thence angle 90° to the right and Northerly 435.6 feet to a point; thence angle 90° to the right and Easterly 300 feet to a point; thence angle 90° to the right and Southerly 435.6 feet to the point of beginning, said described tract containing 3.00 acres more or less."

-5-

7. That the Certificate of said Judges of Election heretofore filed herein be, and the same hereby is, in all respects approved, and confirmed;

8. That copies of the Findings and Decree of the Court incorporating this District shall be filed in the same manner as Articles of Incorporation are now required to be filed under the general laws concerning corporations; and the Clerk of the Court shall transmit to the County Clerk and Recorder in El Paso County copies of these Findings and Decree.

DONE IN OPEN COURT the day and year first above written.

BY THE COURT:

DONALD E. CAMPBELL

The Honorable Donald E. Campbell  
District Judge

State of Colorado, County of El Paso ss.  
Certified to be a true and correct  
copy of the original in my custody.

MAR 27 1978

Deputy Clerk

\_\_\_\_\_  
Deputy Clerk of the District Court

SUBDIVISION IMPROVEMENTS AGREEMENT

~~SEPTEMBER~~  
~~AUGUST~~  
This Agreement, made and entered into this 9<sup>th</sup> day of July, 1982, is between J V R C, Inc. (the "Subdivider"), and the Board of County Commissioners of El Paso County, Colorado (the "County").

WHEREAS, the Subdivider, as a condition of approval of the final plat of Palmer Park Business Center subdivision wishes to enter into a Subdivision Improvements Agreement as provided for by Section 30-~~38~~<sup>28</sup>-137, C.R.S. 1973, as amended, and Section 43.4 of the El Paso County Subdivision Regulations; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement, including construction of the above-referenced public improvements by means of plat restrictions contained in this separate Subdivision Improvements Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

1. The Subdivider agrees to construct and install, at its sole expense, all of those public improvements as set forth on Exhibit A attached hereto.

2. The Subdivider agrees that all of those certain public improvements to be completed as identified on Exhibit A shall be constructed in compliance with the following:

(a) All final plat documents submitted prior to or at the time of final plat approval.



(b) All laws of the United States, State of Colorado, El Paso County, and its various agencies, affected special districts, and/or servicing authorities.

(c) Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.

3. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide security and collateral in the form of the following restriction:

No lot in Palmer Park Business Center, or interest therein, shall be sold, conveyed or transferred whether by deed or contract, nor shall building permits be issued, until and unless the required public improvements have been constructed and completed in accordance with this Subdivision Improvement Agreement. One or more of such lots may be released from the above restrictions if other collateral, sufficient in the judgment of the Board of County Commissioners, has been provided to assure completion of any such public improvements which have not then been completed. Upon supplying such other collateral, the Subdivider, and the Director of Land Use, on behalf of the County, will execute and record an acknowledgment referring to this Agreement and identifying the lots so released. The release shall become effective upon recording such acknowledgment.

4. It is mutually agreed pursuant to the provisions of Section 30-28-138(3), C.R.S. 1973, as amended, that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a subdivision improvements agreement shall have the authority to bring an action in any district court to compel the enforcement of any subdivision improvements agreement on the sale, conveyance or transfer of any lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the

BOOK 3635 PAGE 682

County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.

5. It is further mutually agreed that pursuant to the provisions of Section 30-28-137(2), C.R.S. 1973, as amended, that as improvements are completed, the Subdivider may apply to the County for a release of part or all of the collateral deposited with the County. Upon inspection and approval, the County shall release said collateral. If the County determines that any of such improvements are not constructed in substantial compliance with specifications, it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the County determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the County may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.

6. The Subdivider agrees to provide the County with a title insurance commitment at time of final platting, evidencing that fee simple title of all lands in the subdivision are vested totally with the Subdivider, free of any and all liens and encumbrances.

7. The County agrees to approval of the final plat of Palmer Park Business Center Subdivision, subject to the terms and conditions of this Agreement.

8. The parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.

9. This Agreement shall take effect on the day and year below written.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(Date Final Plat Approved)  
September 9, 1982

BOOK 3635 PAGE 683

SUBDIVIDER:

J V R C, INC.

By \_\_\_\_\_

Its PRESIDENT

COUNTY:

COUNTY OF EL PASO, STATE OF COLORADO

By \_\_\_\_\_

Chairman, Board of County  
Commissioners of El Paso County

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

637

1/80

SECTION 47.3 Estimate of Guaranteed Funds

BOOK 3635 PAGE 684

SUBDIVIDER OR DEVELOPER JVRC, Inc.

SUBDIVISION NAME Palmer Park Business Center Subdivision Filing No. 1

ITEM	UNITS	PER UNIT	TOTAL	CONTRACT TOTAL
Excavation & Embankment	Lin.Ft.(1245)	\$ 3.00	\$ 3,735.	
Clearing & Grubbing	Lin.Ft.(1245)	1.10	1,370.	
Gravel Base	Lin.Ft.(1245)	19.70	24,527.	
Base Reinforcement (Included in Pavement)		--	--	
Structures		--	--	
Curb & Gutter (2 sides)	Lin.Ft.(1290)	10.00	12,900.	
Water Mains & Service Lines	Lin. Ft.(1245)	12.00	14,940.	
Asphaltic Concrete Pavement	Sq.Yd. (6230)	4.63	28,845.	
Sidewalk (2 sides)	Lin.Ft.(1245)	15.00	18,675.	
Sewer Main & Service Lines	Lin.Ft.( 715)	12.00	8,580.	
Street Signs	Each ( 2)	65.00	130.	
Erosion Control Measures (See Drainage Facilities)				
Other (specify)				
<u>DRAINAGE FACILITIES:</u>				
Detention Pond Excav.	5600 C.Y.	1.00	5,600.	
Overflow Structure	1 Each	13,500.00	13,500.	
Revegetation	1 Each	1,000.00	1,000.	
6'Wide Conc. Pan	435 L.F.	12.00	5,220.	
36" C.M.P.	65 L.F.	36.00	2,340.	
Rip Rap	25 C.Y.	45.00	1,125.	
Grouted Rip Rap	16 C.Y.	60.00	960.	
Conc. Trap. Chl.	835 L.F.	32.00	26,720.	
12" D-10R Inlets :	4 Each	3,000.00	12,000.	
24" C.M.P.	50 L.F.	25.00	1,250.	
30" C.M.P.	30 L.F.	32.00	960.	
42" C.M.P.	208 L.F.	45.00	9,360.	
Conc. Sump	1 Each	500.00	500.	
Conc Pans	3 Each	2,000.00	6,000.	
TOTAL			\$200,237.	

Estimate prepared by: KLH Engineering Consultants, Inc.

Date: 8/31/82

Estimate based on: County Schedule of Estimate Cost \$ \_\_\_\_\_ ; or  
other Estimate \$ \_\_\_\_\_

Approved by Petitioner: [Signature] DATE: 8/31/82

Approved by Max L. Rottschilf, County Engineer, DATE: 9/1/82

11 17 82

00919310

1982 NOV 17 PM 3:15

8/30/82  
JVRC

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

1/2.00

BOOK 3635 PAGE 688

AVIGATION EASEMENT

WHEREAS, J V R C, Inc., a Colorado corporation, and John Venezia, hereinafter called the Grantors, are the owners in fee simple of that certain tract of land situated in El Paso County, Colorado, to wit:

See Exhibit A attached hereto hereinafter called Grantors' Property.

NOW, THEREFORE, in consideration of the sum of One Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell and convey unto the City of Colorado Springs, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to the City of Colorado Springs Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated, in that portion of the airspace above the surface of Grantors' Property which extends from the minimum clearance levels established by the Federal Aviation Authority to an infinite height above said Grantors' Property, together with the right to cause in said airspace such noise, vibration and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on said City of Colorado Springs Airport; and Grantors hereby waive, remise and release any right or cause of action which they now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibration and other effects that may be caused by the operation of aircraft landing at, taking off from, or operating at or on said City of Colorado Springs Airport.

11 17 82

8/30/82  
JVRC

BOOK 3635 PAGE 689

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors and assigns, until either said City of Colorado Springs Airport shall be abandoned and shall cease to be used for public airport purposes, or because of relocating runways or otherwise, this easement shall no longer be necessary for the efficient operation of said airport. It is understood and agreed that these covenants and agreements shall run with the land.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 17th day of November, 1982.

J V R C, INC.

By John Venezia, President

John Venezia

The foregoing instrument was acknowledged before me this 17 day of NOVEMBER, 1982.

Witness my hand and official seal.

My Comm. Expires MAY 26, 1986  
142 East 5th Street, Pueblo, Colorado



Jim Ellis  
Notary Public

# 11/17/82

Exhibit A

BOOK 3635 PAGE 690

Parcel I: A Parcel of land in the South One-Half of Section 6, Township 14 South, Range 65 West of the 6th P.M., situate in El Paso County, Colorado, more particularly described as follows:

Beginning at the Southeast corner of Tract 3, CIMARRON-WESTRIDGE FILING NO. 3 (Plat Book V-2, Page 61) (all bearings are relative to those platted in said CIMARRON-WESTRIDGE FILING NO. 3) (the following five (5) courses are along the Northerly right-of-way line of Palmer Park Boulevard (100' r.o.w.), as platted in CIMARRON-WESTRIDGE FILING NO. 1 (Plat Book T-2, Page 15) and said CIMARRON-WESTRIDGE FILING NO. 3); (1) S 76°05'55" W, 62.86 Feet; (2) on a curve to the right, said curve having a central angle of 4°12'32", a radius of 1400.00 feet, an arc length of 102.84 feet; (3) S 80°18'27" W, 607.48 feet; (4) on a curve to the right, said curve having a central angle of 90°41'46", a radius of 1400.00 feet, an arc length of 236.92 feet; (5) N 89°59'47" W, 872.43 feet to a point on the Easterly right-of-way line of Waynoka Road (80' r.o.w.), as platted in BAAB SUBDIVISION NO. 1 (Plat Book U-2, Page 55); thence N 00°00'13" E along said Easterly right-of-way line, 170.23 feet; thence on a curve to the left and along said Easterly right-of-way line, said curve having a central angle of 20°28'27", a radius of 440.00 feet, an arc length of 157.23 feet; thence N 84°53'10" E, 194.91 feet; thence N 85°53'02" E, 113.10 feet; thence N 50°57'57" E, 74.50 feet; thence N 8°01'15" E, 53.96 feet; thence S 89°59'47" E, 527.89 feet; thence N 87°49'22" E, 509.76 feet to a point on the Westerly right-of-way line of Tuskegee Place (cul-de-sac), as platted in said CIMARRON-WESTRIDGE FILING NO. 3; thence N 00°20'50" E, along said Westerly right-of-way line, 31.47 feet; thence on a curve to the right and along said Westerly right-of-way line, said curve having a central angle of 90°00'00", a radius of 60.00 feet, an arc length of 94.25 feet; thence N 00°20'50" E, 68.39 feet to a point on a boundary line of that parcel described by deed in Book 3467 at Page 407 of the records of said El Paso County; thence S 89°39'47" E along said parcel's boundary, 150.00 feet to a point on the boundary line of said Tract 3, CIMARRON-WESTRIDGE FILING NO. 3 (the following four (4) courses are along said Tract 3's boundary); (1) N 00°20'50" E along said parcel's boundary, 25.00 feet; (2) S 89°39'47" E, 180.00 feet; (3) S 00°20'50" W, 104.12 feet; (4) S 13°54'05" E, 401.11 feet to the point of beginning;

Except "Tuskegee Place" (cul-de-sac), as platted in said CIMARRON-WESTRIDGE FILING NO. 3; and Excepting therefrom that portion of land described as follows: A parcel of land located in the South one-half of Section 6, Township 14 South, Range 65 West of the 6th P.M., in El Paso County, Colorado, more particularly described as follows:

Commencing at the Southeast Corner of the tract described in Book 2111 at Page 817 in the records of El Paso County; thence Westerly along the South boundary of said tract a distance of 150.00 feet to the True Point of Beginning of the tract herein described; thence continuing Westerly a distance of 150.00 feet to a point; thence thence angle 90° to the right and Northerly a distance of 250.00 feet to a point; thence angle 90° to the left and Westerly a distance of 130.00 feet to a point; thence angle 90° to the left and Southerly a distance of 275.00 feet to a point; thence angle 90° to the left and Easterly a distance of 280.00 feet to a point; thence angle 90° to the left and Northerly a distance of 25.00 feet to the True Point of Beginning.

# 111782

BOOK 3635 PAGE 691

Parcel II:

**LEGAL DESCRIPTION:** A Parcel of land in the Southwest One-Quarter of Section 6, Township 14 South, Range 65 West of the 6th P.M., situate in El Paso County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of CIMARRON HILLS-THIRD FILING (Plat Book M-2, Page 61), said corner also being the South One-Quarter corner of said Section 6; thence N 0°20'50" E along the Westerly boundary of said CIMARRON HILLS-THIRD FILING, 40.00 feet to a point on the Northerly right-of-way line of Omaha Boulevard (80' r.o.w.), said point also being the point of beginning of the tract herein described; thence N 89°59'47" W along said Northerly right-of-way line (bearing basis), 2172.00 feet; thence N 0°00'13" E, 110.00 feet (N 0°00'43" E, 110.00' - as measured); thence N 16°39'11" E, 607.81 feet (N 16°38'25" E, 607.52' - as measured); thence N 14°18'25" E, 554.82 feet (N 14°19'14" E, 555.10' - as measured) to a point on the Southerly right-of-way line of Palmer Park Boulevard (100' r.o.w.); (the following six (6) courses are along said Southerly right-of-way line, as platted in BAAB SUBDIVISION NO. 1 (Plat Book U-2, Page 55), CIMARRON-WESTRIDGE FILING NO. 3 (Plat Book V-2, Page 61) and CIMARRON-WESTRIDGE FILING NO. 1 (Plat Book T-2, Page 15)) (1) S 89°59'47" E, 972.43 feet; (2) on a curve to the left, said curve having a central angle of 90°41'46", a radius of 1500.00 feet, an arc length of 253.94 feet; (3) N 80°18'27" E, 607.48 feet; (4) on a curve to the left, said curve having a central angle of 4°12'32", a radius of 1500.00 feet, an arc length of 110.19 feet; (5) N 76°05'55" E, 100.00 feet; (6) S 38°54'05" E, 56.21 feet (S 39°00'24" E, 54.63' - as measured); (the following eight (8) courses are along the Westerly boundary line of said CIMARRON-WESTRIDGE FILING NO. 1, CIMARRON-WESTRIDGE FILING NO. 4 (Plat Book W-2, Page 98), said CIMARRON-WESTRIDGE FILING NO. 1 and said CIMARRON HILLS-THIRD FILING) (1) S 3°48'31" E, 137.00 feet (S 3°55'55" E, 138.17' - as measured); (2) S 2°51'54" W, 256.48 feet (S 2°45'51" W, 255.80' - as measured); (3) S 23°32'17" E, 132.47 feet; (4) S 20°17'41" W, 282.72 feet; (5) S 52°44'39" W, 41.63 feet; (6) S 70°38'18" W, 101.33 feet; (7) S 92°20'51" W, 145.00 feet; (8) S 0°20'50" W, 375.00 feet (S 0°20'20" W, 375.16' - "record" calculation and as measured) to the point of beginning.

Per City



28703

00949668

1983 FEB 28 AM 10:44

BOOK 3680 PAGE 241

ARDIS W. SCHMITT  
Paso County Clerk & Recorder

PALMER PARK BUSINESS CENTER  
PROTECTIVE COVENANTS  
AMENDMENT NO. 1

On December 7, 1982 Protective Covenants for Palmer Park Business Center (the "Covenants") were recorded in Book 3644 at Page 343, records of El Paso County, Colorado. Pursuant to Article XIV of the Covenants, the undersigned, as owner of all property subject to them, hereby amends the Covenants as follows:

Paragraph 5.01(b) is hereby deleted in its entirety and replaced with the following:

"(b) Height and Coverage. Buildings may not exceed 45 feet in height and may not cover more than 0 percent of the platted lot on which they are located. Notwithstanding the foregoing, no building may exceed 35 feet in height on any site adjacent to a residential district."

Dated this 21st day of February, 1983.

J V R C, INC.

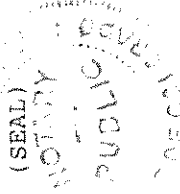
By John Venezia, President

Louis W. Wemmer  
Its Assistant Secretary

STATE OF COLORADO }  
COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 1983 by John Venezia as President and by Louis W. Wemmer as Assistant Secretary of J V R C, INC.

Witness my hand and official seal.



Thelma Randall  
Notary Public  
My Commission Expires 10-29-83.  
Address: 7710 N. Union Blvd.  
Colorado Springs, CO

6746

**PALMER PARK BUSINESS CENTER SUBDIVISION  
FILING NO. 3**

LOCATION: AND RESUBDIVISION OF LOTS 5 & 6, BLOCK 1,  
PALMER PARK BUSINESS CENTER SUBDIVISION, FILING NO. 1,  
IN EL PASO COUNTY, COLORADO.

*John Palmer*  
SEAL  
JOHN PALMER  
REALTOR

205  
FARMING  
LORD L. LUTHER  
1115 ST  
CITY OF DENVER, CO 80202  
SEAL  
LUTHER L. LUTHER

205  
SEAL  
LUTHER L. LUTHER

205  
FARMING  
LORD L. LUTHER  
1115 ST  
CITY OF DENVER, CO 80202  
SEAL  
LUTHER L. LUTHER

205  
FARMING  
LORD L. LUTHER  
1115 ST  
CITY OF DENVER, CO 80202  
SEAL  
LUTHER L. LUTHER

205  
FARMING  
LORD L. LUTHER  
1115 ST  
CITY OF DENVER, CO 80202  
SEAL  
LUTHER L. LUTHER

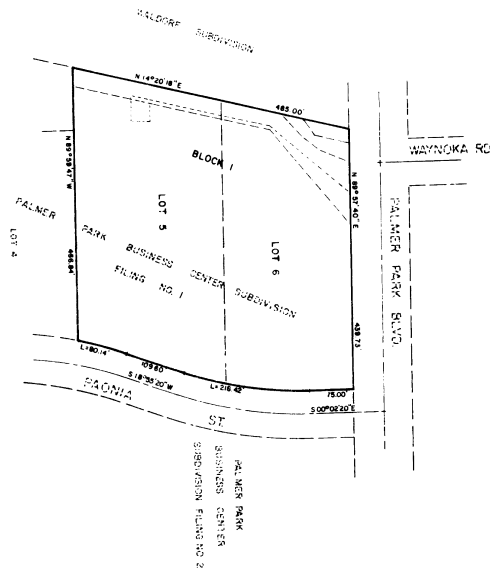
RECEIVED BY ALTA SURVEYING CONSULTANTS, INC.

APR 16, 1988

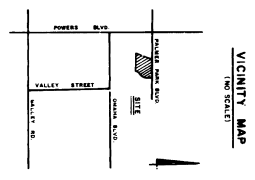
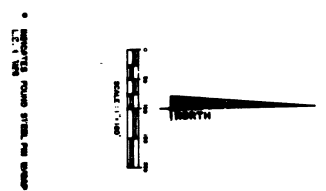
APR 16, 1988

0740

**PALMER PARK BUSINESS CENTER SUBDIVISION**  
**FILING NO. 3**  
 A VACATION AND RESUBDIVISION OF LOTS 5 & 6, BLOCK 1,  
 PALMER PARK BUSINESS CENTER SUBDIVISION FILING NO. 1  
 IN EL PASO COUNTY, COLORADO

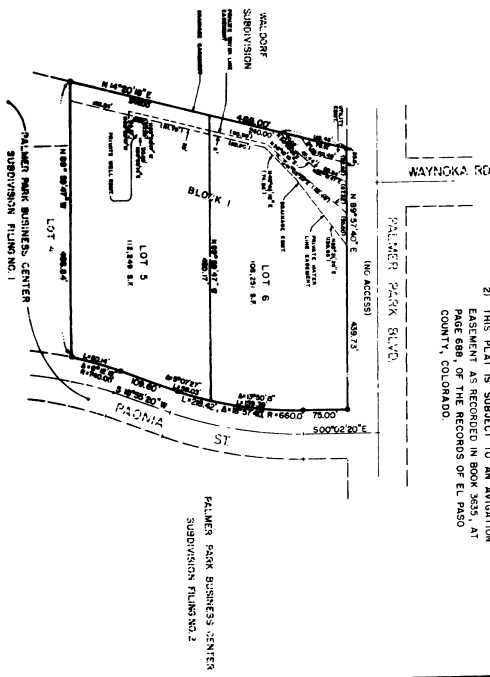


**VACATION PLAT**



**NOTES**

- 1) LOT 6, BLK 1 SHALL NOT HAVE ACCESS ONTO PALMER PARK BOULEVARD
- 2) THIS PLAT IS SUBJECT TO AN AVIGATION EASEMENT AS RECORDED IN BOOK 3635, AT PAGE 688, OF THE RECORDS OF EL PASO COUNTY, COLORADO.



9 18 1989

01858891

1989 SEP 18 AM 10:37

BOOK 5668 PAGE 1443

EL PASO COUNTY, COLORADO

DISTRICT COURT, WATER DIVISION NO. 2, COLORADO

Case No. 80CW174

6010174

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

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE

SEP 11 1989

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

JVRC, INC.

IN EL PASO COUNTY

*me*  
*Richard J. ...*  
Clerk

THIS MATTER having come before the Court upon the Application of JVRC, Inc. ("Applicant"), and the Court having considered the pleadings, taken that evidence which was necessary, and being fully advised in the premises, hereby enters the following decree:

FINDINGS OF FACT

1. The original Application herein was filed on December 31, 1980, by the Applicant, JVRC, Inc.
2. Timely and adequate Notice of the Application was published as required by statute, and the Court has jurisdiction over the subject matter of this proceeding and over all parties affected hereby, whether they have appeared or not. None of the lands or water rights involved in this case are within the boundaries of a designated groundwater basin.
3. Timely and continuing Statements of Opposition were filed by the City of Colorado Springs and Travelers Insurance Company. The time period for filing Statements of Opposition has expired and no additional parties have entered their appearance. The Statement of Opposition filed by Travelers Insurance Company was withdrawn

Brief1Find174.4

# 9 18 1989

BOOK 5668 PAGE 1444

Decree  
Case No. 80CW174  
Page 2

by Stipulation dated September 9, 1985, and approved by order of the Court dated September 10, 1985. Said Stipulation is incorporated in this decree.

4. By order of the Court, the Application was referred to the Water Referee. It was re-referred to the Water Judge pursuant to C.R.S. § 37-92-303(2) by order of the Water Referee dated March 11, 1981.

5. A Pretrial Conference was held on September 10, 1985, and a Pretrial Order entered on October 25, 1985. This decree is intended to resolve the disputed issue set forth in said Pretrial Order.

6. Applicant is the owner of JVRC Wells No. 1, 2, and 3 and seeks a decree confirming its right to withdraw and use the following annual amounts of groundwater from said wells:

(A) JVRC Well No. 1 (Permit No. 16386-F)

Amount -- 80 a.f. ABSOLUTE  
Rate -- Not to exceed 76 g.p.m.

(B) JVRC Well No. 2 (Permit No. 16387-F)

Amount -- 80 a.f. ABSOLUTE  
Rate -- Not to exceed 75 g.p.m.

(C) JVRC Well No. 3 (Permit No. 16388-F)

Amount -- 25 a.f. ABSOLUTE  
Rate -- Not to exceed 21 g.p.m.

SKLD174.4

# 9 18 1989

BOOK 5668 PAGE 1446

Decree  
Case No. 80CW174  
Page 3

7. The wells requested to be decreed herein have been constructed, and their locations and depths are as follows:

(A) JVRC Well No. 1 (16386-F) is located in the SW 1/4 of the SW 1/4 of Section 6, T 14 S, R 65 W, 6th P.M., El Paso County, Colorado, at a point approximately 811.1 feet from the south section line and 821.5 feet from the west section line of said Section 6. Depth: 825 feet

(B) JVRC Well No. 2 (16387-F) is located in the SE 1/4 of the NW 1/4 of Section 6, T 14 S, R 65 W, 6th P.M., El Paso County, Colorado, at a point approximately 3696.8 feet from the south section line and 1338.3 feet from the west section line of said Section 6. Depth: 940 feet

(C) JVRC Well No. 3 (16388-F) is located in the SE 1/4 of the NW 1/4, Section 6, T 14 S, R 65 W, 6th P.M., El Paso County, Colorado, at a point approximately 3666.8 feet from the south section line and 1336.3 feet from the west section line of said Section 6. Depth: 400 feet

8. Applicant owns or has developed and sold portions of a tract of land of approximately 155 acres located in the W 1/2 of Section 6 Township 14 South, Range 65 West, 6th P.M., El Paso County, Colorado. Water from these three wells has been and/or is being used to serve this property, which includes a golf course known as the Cimarron Hills Golf Course, and other improvements.

Bejar/Find174.4

# 9 18 1989

BOOK 5668 PAGE 1446

Decree  
Case No. 80CW174  
Page 4

Applicant's development, which includes the use of groundwater from these wells, is a continuation of the original plan to use this groundwater to serve municipal development of these lands.

9. The Court finds that the appropriations of groundwater decreed herein were initiated on the following dates:

JVRC Well No. 1 (16386-F) -- August 8, 1972  
JVRC Well No. 2 (16387-F) -- August 8, 1972  
JVRC Well No. 3 (16388-F) -- August 8, 1972

These dates of appropriation are related to the date the well permits were issued by the Office of the State Engineer, and the subsequent drilling of these wells. These activities constituted open and public acts which, when coupled with the then existing intent of the owner to beneficially use the groundwater, supports the award of the right to withdraw and use annually the volumes claimed and specified within this decree. Reasonable diligence toward the completion of these rights was exercised following the original dates of appropriation. These wells were completed and placed to beneficial use on June 8 and 9, 1973.

10. The Court finds that the State Engineer issued well permits for JVRC Wells No. 1, 2, and 3 on the following dates:

Well No. 1 (Permit No. 16386-F) -- August 8, 1972  
Well No. 2 (Permit No. 16387-F) -- August 8, 1972  
Well No. 3 (Permit No. 16388-F) -- August 8, 1972

Revised Findings

# 9 18 1989

BOOK 5668 PAGE 1447

Decree  
Case No. 80CW174  
Page 5

11. JVRC Wells No. 1 and 2 withdraw groundwater from the Laramie-Fox Hills Aquifer. JVRC Well No. 3 withdraws groundwater from what was originally called the Dawson-Arkose Aquifer, and what is now called the Arapahoe Aquifer.

12. In the Application, a determination was requested that the groundwater to be withdrawn by JVRC Wells No. 1, 2, and 3 is nontributary. From information available at this time, the Court finds that the groundwater to be withdrawn by the wells is not nontributary as defined in C.R.S. § 37-90-103(10.5), in that its withdrawal will, within 100 years, deplete the flow of a natural stream at an annual rate greater than one-tenth of one percent (0.1%) of the annual rate of withdrawal. The Applicant has not requested in this case, and the Court makes no determination of any issue concerning augmentation requirements as set forth in C.R.S. § 37-90-137(9)(c), if applicable.

13. In the past, JVRC Wells No. 1, 2, and 3 have withdrawn groundwater pursuant to well permits without a judicially approved plan for augmentation.

#### CONCLUSIONS OF LAW

14. The Court has jurisdiction over this matter pursuant to C.R.S. § 37-92-203(1), §§ 37-92-302 through 305, and § 37-90-137. The Court concludes that the Application herein is one contemplated

Revised Findings



# 9 18 1989

BOOK 5668 PAGE 1448

Decree  
Case No. 80CW174  
Page 6

under C.R.S. § 37-90-137, but that the right to withdraw groundwater through JVRC Wells No. 1, 2, and 3 is not subject to the provisions of C.R.S. § 37-90-137(4) due to such wells having been issued well permits prior to July 6, 1973. C.R.S. § 37-90-137(5). The Application for a decree confirming the right of the Applicant to withdraw and use groundwater from JVRC Wells No. 1, 2, and 3 should be granted, subject to the provisions of this decree.

#### JUDGMENT AND DECREE

15. The Findings of Fact and Conclusions of Law set forth above are hereby incorporated into the Judgment and Decree as if set out in full.

16. The Application of JVRC, Inc. herein is granted, subject to the following terms and conditions.

17. Applicant shall be allowed to withdraw for beneficial use the following annual amounts of groundwater:

(A) JVRC Well No. 1 (Permit No. 16386-F)

Amount -- 80 a.f. ABSOLUTE  
Rate -- Not to exceed 76 g.p.m.

(B) JVRC Well No. 2 (Permit No. 16387-F)

Amount -- 80 a.f. ABSOLUTE  
Rate -- Not to exceed 75 g.p.m.

Decree 80CW174-4

# 9 18 1989

BOOK 5668 PAGE 1449

Decree  
Case No. 80CW174  
Page 7

(C) JVRC Well No. 3 (Permit No. 16388-F)

Amount -- 25 a.f. ABSOLUTE  
Rate -- Not to exceed 21 g.p.m.

18. The use of groundwater awarded under this decree shall be for irrigation, municipal, domestic, industrial, commercial, stock watering, recreation, fish and wildlife, and including use, re-use, successive use or use for augmentation, exchange or storage for any of the above purposes.

19. Applicant shall keep records of the amounts pumped and perform the calculations necessary as required by the Division Engineer to determine whether Applicant is in compliance with this decree. Applicant shall supply the Division Engineer with those records annually or more frequently upon request by the Division Engineer.

20. In the past, JVRC Wells No. 1, 2, and 3 have withdrawn groundwater pursuant to well permits without a judicially approved plan for augmentation, and they may continue to do so in the future pursuant to this decree, so long as the water is used primarily for irrigation associated with the development of the lands described herein.

21. Nothing in this decree shall exempt these wells from any lawful administration or rules and regulations adopted by the State

Order 174-1

9 18 1989

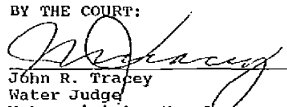
BOOK 5668 PAGE 1450

Decree  
Case No. 80CW174  
Page 8

Engineer which apply to all wells similar to the wells decreed  
herein.

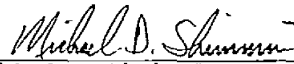
Dated this 11 day of Sept., 1989.

BY THE COURT:

  
John R. Tracey  
Water Judge  
Water Division No. 2

APPROVED AS TO FORM AND SUBSTANCE:

VRANESH AND RAISCH

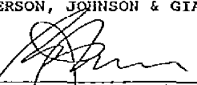
By   
Michael D. Shimmin (#9182)  
2120 13th Street  
P.O. Box 871  
Boulder, CO 80306  
(303) 443-6151

ATTORNEYS FOR JVRC, INC.

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

SEP 11 1989

ANDERSON, JOHNSON & GIANUNZIO

By   
Gregory Johnson (#488)  
104 South Cascade Avenue, Suite 204  
P.O. Box 240  
Colorado Springs, CO 80901-0240  
(303) 632-3545

ATTORNEYS FOR THE CITY OF COLORADO SPRINGS

  
Clerk

DISTRICT COURT  
WATER DIVISION NO. 2  
STATE OF COLORADO  
SEP 11 1989  
CLERK  
Deputy Clerk

SKLD:Find1/A.4

095062868

95 JUN 27 PM 12:48

BOOK  
6672 PAGE  
610

ARDIS W. SCHWARTZ  
EL PASO COUNTY CLERK & RECORDER

ASSIGNMENT OF RIGHTS

PALMER PARK BUSINESS CENTER COVENANTS

On December 7, 1982 Protective Covenants for Palmer Park Business Center (the "Covenants") were recorded in Book 3644 at Page 343, records of El Paso County, Colorado. JVRC, Inc., a Colorado corporation, now known as Vintage Development Company ("Vintage") executed the Covenants and retained certain rights thereunder as the "Declarant".

For valuable consideration, the receipt of sufficiency of which is hereby acknowledged, Vintage hereby assigns to Dublin Heights Partners, a Colorado general partnership, ("Dublin") all its rights and duties under the Covenants, including all rights of the Declarant thereunder. By accepting this assignment, Dublin hereby assumes all such rights and duties and indemnifies and holds Vintage harmless from all cost or expense arising out of any activities of Dublin after the date of this Assignment.

Dated: December 23, 1993

Vintage Development Company

Dublin Heights Partners

by: Shiela Venezia  
Shiela Venezia, President

by: Robert A. Starny  
Its G.P.

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

JEFFREY P MILLER AND DEBRA J. MILLER

of the County of EL PASO and State of COLORADO , for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and convey to

TEEM MILLER MANAGEMENT, INC., A COLORADO CORPORATION

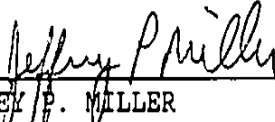
~~in Joint Tenancy~~, of the County of EL PASO and State of COLORADO  
whose legal address is 6855 ASHLEY DRIVE , COLORADO SPRINGS, CO 80922 ,  
the following Real Property situate in the County of EL PASO and State of  
Colorado, (Assessor's Schedule Number 54063-04-014 ) to wit


LOT 5 IN BLOCK 1 IN PALMER PARK BUSINESS CENTER SUBDIVISION FILING NO. 3, EL PASO  
COUNTY, COLORADO.

with all its appurtenances and warrant(s) the title to the same, subject to

covenants, easements, reservations, restrictions and rights of way of record, if  
any, taxes for the current year and subsequent years.

Signed and Delivered this 15TH day of DECEMBER , 2000

  
JEFFREY P. MILLER

  
DEBRA J. MILLER

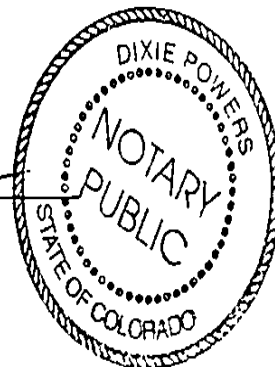
STATE OF COLORADO )  
 ) SS:  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 15TH day of DECEMBER ,  
2000, by JEFFREY P. MILLER AND DEBRA J. MILLER

Witness my hand and seal.

My Commission expires: 9-11-2002

  
Notary Public



Received at 1:45 o'clock P.M. FEB. 13 1973  
Reception No. 957543 HARRIET BEALS

BOOK 2561 PAGE 57

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE AND NO/100ths DOLLARS (\$ 1.00), in consideration of which the undersigned, hereinafter called "Grantor", hereby grants to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee", do hereby grant, sell, and convey unto Grantee, its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of electrical, ~~gas, water and sewer~~ lines, including necessary ~~poles, pipes, valves, vaults, wires, and appurtenances~~ together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit:

Under and across a portion of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  and the SW $\frac{1}{4}$  of Section 6, T14S, R65W, of the 6th P.M., El Paso County, Colorado and a Portion of Cimarron-Westridge Filing No. 1, Tract D, as recorded in Plat Book T-2 at Page 15 of the records of El Paso County.

Said Right of Way and Easement to be under and across the entire tract described as follows:

See Attached Description

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. That no building or structures shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said lines, where necessary. ~~When the right to permit attachment of wires, poles and fixtures of any other company is required, the Grantee shall reimburse the Grantor for the cost of such services.~~

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon the above described Right of Way and Easement for the purpose of construction, maintenance, and operations of said lines.

IN WITNESS WHEREOF, the undersigned have hereunto set its hand and seal, this 9th day of February, A.D. 1973.

ATTEST:

Bobby L. Moore, Asst Sec

B. H. Smartt, President  
CIMARRON CORPORATION

STATE OF COLORADO )  
                                  ) ss  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 9th day of February, 1973, by B. H. Smartt as President and Bobby L. Moore as Assistant Secretary of Cimarron Corporation

My Commission Expires:  
May 31, 1975

J. A. Calhoun  
Notary Public

LEGAL DESCRIPTION: A TRACT OF LAND IN THE SW  $\frac{1}{4}$  AND THE SW  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  OF SECTION 6, T 14 S, R 65 W OF THE 6TH. PM IN EL PASO COUNTY, COLORADO, AND PART OF CINTRON-WESTRIDGE FILING NO. 1, TRACT D AS RECORDED IN PLAT BOOK T-2 AT PAGE 15, OF THE RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH  $\frac{1}{2}$  CORNER OF SAID SECTION 6, THENCE N 00° 20' 50" E FOR 40.00 FEET ON THE EAST LINE OF SAID SW  $\frac{1}{4}$  TO THE NORTH R.O.W. LINE OF OKLAHOMA BLVD., AND THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREBY, THENCE, (1) CONTINUING NORTHERLY ON SAID EAST LINE FOR 375.00 FEET, SAID EAST LINE ALSO BEING THE WEST LINE OF CINTRON HILLS-THIRD FILING AS RECORDED IN PLAT BOOK M-2 AT PAGE 61 OF THE RECORDS OF SAID COUNTY, AND THE WEST LINE OF SAID CINTRON-WESTRIDGE FILING NO. 1, (2) N 09° 20' 51" E FOR 145.00 FEET ALONG SAID WEST LINE OF CINTRON-WESTRIDGE FILING NO. 1, (3) N 70° 39' 18" E FOR 121.33 FEET, (4) N 01° 51' 49" E FOR 303.77 FEET, (5) S 87° 02' 46" W FOR 155.66 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED TRACT J, (6) N 61° 12' 11" W FOR 322.86 FEET, (7) N 52° 40' 27" W FOR 402.12 FEET, (8) WESTERLY ON A CURVE TO THE RIGHT ON THE SOUTH R.O.W. LINE OF PALMER PARK BLVD., SAID CURVE HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 09° 41' 46" FOR AN ARC LENGTH OF 253.84 FEET, (9) N 89° 59' 47" W ON SAID R.O.W. LINE FOR 972.43 FEET, (10) S 14° 18' 25" W FOR 554.82 FEET, (11) S 16° 39' 11" W FOR 667.61 FEET, (12) S 00° 00' 13" W FOR 110.00 FEET TO THE NORTH R.O.W. LINE OF OKLAHOMA BLVD., (13) S 89° 59' 47" E FOR 2172.00 FEET ON SAID R.O.W. LINE TO THE POINT OF BEGINNING. CONTAINING 55.58 ACRES OF LAND MORE OR LESS.

CERTIFICATION: I HEREBY CERTIFY THAT THE PLAT AND LEGAL DESCRIPTION SHOWN HEREON WERE PREPARED BY ME OR UNDER MY SUPERVISION ON MARCH 11, 1972, AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Willis B. Comer  
WILLIS B. COMER, LS  
COLO. REG. NO. 9713

JCS NO. 7123

10 29 81

00817943

1981 OCT 29 AM 9:11

BOOK 3496 PAGE 588

ARDIS W. SCHMIDT  
El Paso County Clerk & Recorder

DISTRICT COURT  
COUNTY OF EL PASO  
STATE OF COLORADO

Case No. 45679  
Division No. 1

IN THE MATTER OF THE ORGANIZATION

OF

CIMARRON SANITATION DISTRICT

DISTRICT COURT  
COUNTY OF EL PASO  
STATE OF COLORADO

Case No. 35353  
Division No. 1

30 00

IN THE MATTER OF THE ORGANIZATION

OF

CHEROKEE WATER DISTRICT

ORDER APPROVING DISSOLUTION OF  
CIMARRON SANITATION DISTRICT

AND

ORDERING THE FORMATION OF  
CHEROKEE WATER AND SANITATION DISTRICT

THIS MATTER coming before the Court this 23rd day of October, 1981, upon the Application of the Cimarron Sanitation District for Dissolution and also upon the Application of the Cherokee Water District seeking to become Cherokee Water and Sanitation District, and the Districts being represented by their attorneys, MORRIS, SUSEMIHL, LOHMAN & KENT, and the Court having reviewed the Applications in this matter, does hereby make the following findings:

1. The Court previously approved the filing of these Applications on the 28th day of July, 1981, and set the 18th day of August, 1981, at 1:30 o'clock P.M. as the date and time for a hearing on this matter pursuant to the statutes which Order of the Court was properly and lawfully published pursuant to the statutes in a paper of general circulation, and Proof of Publication filed with the Court.

2. A copy of the Court's Order and the Applications was forwarded to the Board of County Commissioners of El Paso County, Colorado, and to the governing officials of the City of Colorado Springs and the Division of Local



# 10 29 81

BOOK 3496 PAGE 589

Government of the State of Colorado. By resolution the Board of County Commissioners of El Paso County, Colorado on the 10th day of August, 1981, approved the Application of Cimarron Sanitation District and Cherokee Water District and has filed a resolution to that effect with the Court.

3. The governing body of no other municipality, special district or regional service authority has entered their appearance or objected to this matter. No other parties or persons appeared in opposition.

4. Pursuant to Court Order, a special election was held in this matter on Tuesday, September 22, 1981, between the hours of 7:00 A.M. and 7:00 P.M. at the offices of Cherokee Water District, El Paso County, Colorado. Said notice of special election was properly and lawfully advertised in a newspaper of general circulation and Proof of Publication has been filed with the Court.

5. At the special election, the voters of the District approved the dissolution of Cimarron Sanitation District and further approved that the functions and responsibilities of Cimarron Sanitation District be taken over by the Cherokee Water District which would become the Cherokee Water and Sanitation District. The Judge's certificate of election returns and the special minutes of the Board of Directors of the Sanitation District, canvassing said returns has been filed with the Court and is in proper form.

6. The outstanding bonded indebtedness of Cimarron Sanitation District has been fully retired, and the only other outstanding liability is the note payable to Empire Holdings in the approximate amount of TWENTY-FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$24,790) and that available funds are present with which to pay said obligation.

7. An adequate plan exists for the functions of Cimarron Sanitation District to be provided by the Cherokee Water and Sanitation District and for a continuation of all the services of the Cimarron Sanitation District.

8. For tax purposes, it would be in the best interests of the residents of the Districts to dissolve the Cimarron Sanitation District effective December 31, 1981, and that all tax revenues from whatever source received after December 31, 1981 which were due and owing to the Cimarron Sanitation District shall be paid to the Cherokee Water and Sanitation District.

# 10 29 81

BOOK 3496 PAGE 590

IT IS THEREFORE ORDERED AS FOLLOWS:

1. Cimarron Sanitation District shall be dissolved effective December 31, 1981.
2. Effective January 1, 1982 Cherokee Water District shall henceforth become Cherokee Water and Sanitation District and will assume all of the operations and functions of both a water and sanitation district including the acceptance of the sewage system of Cimarron Sanitation District. Cherokee Water and Sanitation District will further assume all obligations of maintenance and operation of said sewage treatment facilities and system. Cherokee Water and Sanitation District shall receive all assets of the Cimarron Sanitation District and will assume any contractual obligations therein.
3. A certified copy of this Order shall be recorded in the records of El Paso County, Colorado and shall be filed with the Board of County Commissioners, the officials of the City of Colorado Springs, and with the Division of Local Government of the State of Colorado.
4. The Court shall retain jurisdiction over this matter for the purposes of considering any future modifications of the agreement of Cherokee Water District to assume the functions and services of Cimarron Sanitation or other questions concerned with the performance of the obligations of Cherokee Water and Sanitation District, provided however, that this Order of Dissolution shall be final and conclusive against all persons.
5. All outstanding and unpaid taxes and levies of the Cimarron Sanitation District shall be valid and remain a lien against the property against which they are assessed or levied until paid which payment if occurring after December 31, 1981, may be made to the Cherokee Water and Sanitation District.
6. The Court accepts for filing in this matter a map showing the boundaries of the Cherokee Water and Sanitation District and attaches hereto and incorporates by reference the legal description of the Cherokee Water and Sanitation District which is identified as Exhibit "A" and consists of six (6) pages.

10/29/81

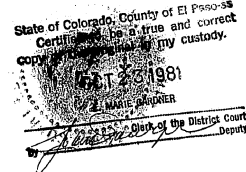
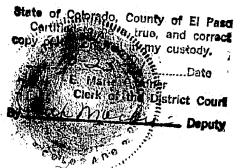
BOOK 3496 PAGE 591

DATED the year and day first above written by the Court.

BY THE COURT:

*David D. Parrish*

THE HONORABLE DAVID D. PARRISH  
DISTRICT COURT JUDGE



# 10 29 81

LEGAL DESCRIPTION

BOOK 3496 PAGE 592

OF THE  
CHEROKEE WATER & SANITATION DISTRICT

The boundaries of the Cherokee Water and Sanitation District and the territory included therein are as follows:

All of Section 7, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, except Blocks D and O of the G & H Subdivision as recorded in Plat Book Z, Page 26 under Reception No. 50559 of the records of El Paso County, Colorado and except the Southerly 650 feet of the Westerly 290 feet of said Section 7; also

All of Section 6, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, except the right-of-way of the Chicago, Rock Island and Pacific Railroad; also

Those portions of Section 5, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

The West One-Half of Section 5 except the right-of-way of the Chicago, Rock Island and Pacific Railroad, and the Southeast Quarter of Section 5 except the North 75.40 acres and except the East 30 feet of the Southeast Quarter of said Section 5 conveyed to County Road; also

Those portions of Section 8, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

The North One-Half of said Section 8 lying North and West of the right-of-way of U.S. Highway 24 and that portion of the Southwest Quarter of Section 8 described as follows: Beginning at the Northwest corner of said Southwest Quarter; thence Easterly on the North line of said Southwest Quarter 1,249.5 feet, thence angle right 93°57'20" Southerly to intersect the Northerly right-of-way line of U.S. Highway 24, thence Westerly on said Northerly

Exhibit A

# 10 29 81

BOOK 3496 PAGE 593

right-of-way line of U.S. Highway 24 on a curve to the right, said curve having a radius of 1,780.00 feet, a central angle of  $13^{\circ}33'05''$ , for an arc distance of 421.00 feet, thence continuing Westerly on said Northerly right-of-way line of U.S. Highway 24 for 687.4 feet to intersect the Westerly line of said Section 8, thence Northerly on the West line of said Section 8 to the Northwest corner of said Southwest Quarter being the point of beginning; together with Lot 1 of Hillcrest Acres as recorded in Plat Book B-2 at Page 64 of the records of El Paso County, Colorado; also

Those portions of Section 31, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

The East One-Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of said Section 31 except the right-of-way of the Chicago, Rock Island and Colorado Railway Company; together with all that portion of Lot 4 of the Southwest Quarter of said Section 31 lying South of the Chicago, Rock Island and Pacific Railway; also

Those portions of Section 18, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

The East One-Half and the East One-Half of the West One-Half of the Northeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter and the East Three-Quarters of the Northwest Quarter of the Northeast Quarter of said Section 18; also

Those portions of Section 17, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

That portion of the Northwest Quarter of the Northwest Quarter of said Section 17, described as follows: Commencing at the Northwest corner of said Section 17; thence Southerly on the West line of said Section, 50 feet to intersect the Westerly extension of the Southerly line of the tract described in deed to El Paso County, Colorado recorded August 4, 1942 in Book 1005 at Page

# 10 29 81

BOOK 3496 PAGE 594

262 under Reception No. 670331; thence Easterly on said extended line 533.50 feet for the point of beginning of the tract to be described hereby; Thence continue Easterly on said extended line and on the South line of said tract described in Book 1005 at Page 262 and on the Easterly extension of said line 398.10 feet; thence angle right  $143^{\circ}53'49''$  Southwesterly 491 feet, more or less, to intersect a line drawn Southerly from the point of beginning and parallel with the West line of said Section 17; thence angle right  $125^{\circ}54'11''$  Northerly on said parallel line 289 feet, more or less, to the point of beginning; and

A portion of that certain tract recorded in Book 1838 at Page 590 of the records of El Paso County, Colorado, lying in the North One-Half of the Northeast Quarter of said Section 17, more particularly described as follows: Beginning at a point on the Southerly right-of-way line of State Highway 94 that is 900.00 feet Easterly of the North/South centerline of said Section 17; thence Easterly on said Southerly right-of-way line, a distance of 604.60 feet to a point of curvature of a curve to the right; thence angle right on said curve to the right having a radius of 1,860.00 feet, a central angle of  $01^{\circ}32'25''$ , an arc distance of 50.00 feet; thence along right Southerly perpendicular to the aforesaid Southerly right-of-way line of State Highway No. 94 a distance of 332.33 feet; thence angle right  $90^{\circ}$  Westerly, parallel with the aforesaid Southerly right-of-way line, a distance of 654.60 feet; thence angle right  $90^{\circ}$  Northerly a distance of 333.00 feet, more or less, to the point of beginning; also

Those portions of Section 16 and Section 21, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

Parcel A: That part of the West One-Half of said Section 16, lying South of Colorado State Highway No. 94, being more particularly described as follows:

Commencing at the Northwest corner of said Section 16, thence Southerly on the Westerly line of said Section 16, a distance of 337.98 feet to a point on the Southerly right-of-way line of State Highway 94, as recorded in Book 840 at Page 408 of the records of El Paso County, State of Colorado, thence angle left

70°40'49" along the said Southerly right-of-way, a distance of 31.79 feet to the point of beginning; said point being on the Easterly right-of-way line of County Road No. 423, thence continue along said Southerly right-of-way line as hereinafter described; continue along the aforementioned course, a distance of 247.28 feet to a point of curve of a curve to the left, thence along said curve having a radius of 2,915.00 feet, a central angle of 14°48'00", an arc length of 752.97 feet to a point of tangent, thence along said tangent a distance of 288.00 feet to a point of curve of a curve to the left, thence along said curve having a radius of 1,960.00 feet, a central angle of 25°56'00", an arc length of 887.14 feet to a point of tangent, thence along said tangent, a distance of 548.22 feet to a point on the Easterly line of the West One-Half of said Section 16, thence departing from said Southerly right-of-way line, angle right 111°27'29" along said Easterly line, a distance of 1,855.18 feet, thence angle right 90°00'00" a distance of 2,634.11 feet to a point on the Easterly right-of-way line of the aforementioned County Road No. 423, that is 30.00 feet Easterly of, as measured at right angles to, the West line of said Section 16, thence angle right 89°57'20" along said Easterly right-of-way line, parallel to said West line of said Section 16, a distance of 1,813.37 feet, more or less, to the point of beginning together with;

Parcel B: That part of the West One-Half of said Section 16, lying South of Colorado State Highway No. 94, being more particularly described as follows:

Commencing at the Northwest corner of said Section 16, thence Southerly on the Westerly line of said Section 16, a distance of 336.98 feet to a point on the Southerly right-of-way line of State Highway No. 94, as recorded in Book 840 at Page 408 of the records of El Paso County, State of Colorado, thence angle left 70°40'49" along the said Southerly right-of-way, a distance of 31.79 feet to a point, said point being on the Easterly right-of-way line of County Road No. 423, thence angle right 70°40'49" Southerly parallel with and 30 feet Easterly of, as measured at right angles to said Westerly line of said Section 16 and on the Easterly right-of-way line of said County Road No. 423, a distance of 1,813.37 feet to the point of beginning of the tract to be described, thence continue Southerly on the last mentioned course, a distance of 1,654.09 feet to a point, thence angle left 89°57'20" Easterly, a distance of 2,632.83 feet to a

# 10 29 81

BOOK 3496 PAGE 596

point, thence angle left  $90^{\circ}00'00''$  Northerly a distance of 1,654.09 feet to a point, thence angle left  $90^{\circ}00'00''$  Westerly, a distance of 2,634.11 feet, more or less, to the point of beginning together with;

Parcel C: That part of the West One-Half of said Section 16, and that part of the West One-Half of said Section 21, described as follows:

Commencing at the Northwest corner of said Section 16; thence South  $00^{\circ}04'29''$  East (a true bearing to which all other bearings are relative) along the West line of said Section 16, a distance of 337.98 feet to a point on the Southerly right-of-way line of State Highway No. 94, as recorded in Book 840 at Page 408 of the records of El Paso County; thence South  $70^{\circ}45'18''$  East along said Southerly right-of-way line, a distance of 31.79 feet to a point on the East right-of-way line of County Road No. 423; thence South  $00^{\circ}04'29''$  East parallel with and 30 feet Easterly of, said West line of said Section 16 and on the East right-of-way line of said County Road No. 423, a distance of 3,467.46 feet to the point of beginning of the tract to be described; thence North  $89^{\circ}58'11''$  East, a distance of 2,632.39 feet to intersect the East line of said West One-Half of said Section 16; thence South  $00^{\circ}01'49''$  East along the East line of said West One-Half of said Section 16, a distance of 1,465.56 feet to the South One-Quarter corner of said Section 16; thence South  $00^{\circ}11'25''$  East along the East line of the West One-Half of said Section 21, a distance of 192.43 feet; thence South  $89^{\circ}58'11''$  West, a distance of 2,492.11 feet to intersect the Northeasterly right-of-way line of a 60 foot wide County Road as described in Book 752 at Page 365 under Reception No. 435331 of the records of El Paso County; thence North  $34^{\circ}58'00''$  West along the Northeasterly right-of-way line of said County Road, a distance of 232.41 feet to intersect the section line common to said Section 16 and 21; thence continuing North  $34^{\circ}58'00''$  West, a distance of 11.52 feet to intersect a line 30 feet Easterly of and parallel with the West line of said Section 16; thence North  $00^{\circ}04'29''$  West on said parallel line, a distance of 1,458.02 feet to the point of beginning together with;

A portion of the Northwest Quarter of said Section 21, described as follows:



# 10/29/81

BOOK 3496 PAGE 597

Commencing at the Northwest corner of said Section 21; thence South  $00^{\circ}16'33''$  East along the West line of said Section 21, a distance of 52.71 feet to intersect the Southwesterly right-of-way line of a 60 foot wide County Road as described in Book 752 at Page 365 under Reception No. 435331 of the records of El Paso County; thence South  $34^{\circ}58'00''$  East along said right-of way line, a distance of 168.08 feet; thence South  $89^{\circ}58'11''$  West, a distance of 95.66 feet to intersect the West line of said Section 21; thence North  $00^{\circ}16'33''$  West along the West line of said Section 21, a distance of 137.79 feet to the point of beginning.

7

3

8

4

01134355

1984 JUL -3 AM 10:48

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

#9.00

1/80  
1/81  
BOOK 3889 PAGE 1414

## SECTION 47.2 Subdivision Improvements Agreement

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between JVRC, INC., hereinafter called the "Subdivider," and the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

## WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of Palmer Park Business Center Subdivision, as provided for by Section 30-28-137 (C.R.S. 1973, as amended) and Section 43.4 of the El Paso County Subdivision Regulations incorporated herein; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on "Exhibit A": attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of Letter of Credit (insert one of the following).

1. Plat restriction
  - a. On plat
  - b. Separate agreement
2. Irrevocable letter of credit
3. Performance or property bond
4. Escrow agreements
5. Assignment of receivables
6. Deposits of certified funds
7. Loan commitments
8. Liens on property

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

1. The Subdivider agrees to construct and install, at his sole expense, all of those public improvements as set forth on "Exhibit A" attached hereto.

7

3

8

4

BOOK 3889 PAGE 1415

1/80  
3/80  
1/81

2. The Subdivider agrees that all of those certain public improvements to be completed as identified on "Exhibit A" shall be constructed in compliance with the following:
- a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
  - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
3. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide security and collateral (to extend for a period of at least eighteen (18) months, from the date of final plat approval until SEPTEMBER 1, 1984 in the form of (insert one of the following):
- a. A plat restriction appearing on the face of the plat which reads as follows.
  - b. A plat restriction by separate agreement which reads as follows.
  - x c. An irrevocable letter of credit from 1<sup>st</sup> NATIONAL Bank in the amount of \$ 18,805.
  - d. A performance or property bond issued by \_\_\_\_\_ as corporate surety in the amount of \$ \_\_\_\_\_.
  - e. A cash escrow in the amount of \$ \_\_\_\_\_ to be held by \_\_\_\_\_, (an escrow agent) or a plat escrow.
  - f. Assignments of receivables in the form of \_\_\_\_\_.
  - g. Deposits of certified funds.
  - h. Loan commitments in the amount of \$ \_\_\_\_\_.
  - i. A lien(s) on the following property: \_\_\_\_\_.
4. It is mutually agreed pursuant to the provisions of Section 30-28-138 (3) C.R.S. 1973 as amended, that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a subdivision improvements agreement shall have the authority to bring an action in any District Court to compel the enforcement of any subdivision improvements agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction of any such lot, lots, tract or tracts of land.

7 3 8 4

BOOK 3889 PAGE 1416

1/80  
3/80  
1/81

5. It is further mutually agreed that pursuant to the provisions of Section 30-28-137 (2) C.R.S. 1973 as amended, that as improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the collateral deposited with said Board. Upon inspection and approval, the Board shall release said collateral. If the Board determines that any of such improvements are not constructed in substantial compliance with specifications it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County Commissioners determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the Board of County Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.
6. The Subdivider(s) agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the subdivider(s).
7. The County agrees to approval of the final plat of Palmer Park Business Center Subdivision Filing Nos. 1 and 3 Subdivision subject to the terms and conditions of this Agreement.
8. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.
9. This Agreement shall take effect on the day and year below written.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

3/9/84  
(Date Final Plat Approved)

COUNTY OF EL PASO, STATE OF COLORADO  
By: [Signature] 6/19/84  
Chairman, Board of County Commissioners of  
El Paso County

JVRC, INC.  
Subdivider  
By: [Signature]  
Representative (if applicable)

Subscribed, sworn to and acknowledged before me this 22 day of February, 1984 by the parties above named.

My commission expires: 12/31/87

[Signature]  
Notary Public

12782

00925008

1982 DEC -7 PM 2:44

ARDIS W SCHULTZ  
El Paso County Clerk & Recorder

BOOK 3644 PAGE 343

*Handwritten signature*

PROTECTIVE COVENANTS

PALMER PARK BUSINESS CENTER

## PALMER PARK BUSINESS CENTER

TABLE OF CONTENTS

	<u>Page</u>
I. RECITALS . . . . .	1
1.01 The Property . . . . .	1
1.02 Purpose of Protective Covenants . . . . .	1
II. DEFINITIONS . . . . .	1
2.01 Lot . . . . .	1
2.02 Site . . . . .	1
2.03 Improvements . . . . .	1
2.04 Enforcement Committee . . . . .	1
III. APPLICABILITY . . . . .	2
IV. USE OF PROPERTY . . . . .	2
4.01 Use Restrictions . . . . .	2
4.02 Performance Standards . . . . .	2
4.03 Approval of Uses . . . . .	3
V. REGULATION OF IMPROVEMENTS . . . . .	3
5.01 Dimensional Standards and Building Configuration . . . . .	3
5.02 Building Appearance . . . . .	3
5.03 Parking, Loading and Maneuvering Areas . . . . .	4
5.04 Exterior Storage Areas . . . . .	4
5.05 Landscaping . . . . .	4
5.06 Perimeter Fencing . . . . .	5
5.07 Graphic Design . . . . .	6
5.08 Lighting . . . . .	7
5.09 Excavation . . . . .	7
5.10 Airport Requirements . . . . .	8
5.11 Variances, Etc. . . . .	8
VI. UNDERGROUND UTILITIES . . . . .	8

121782

BOOK 3644 PAGE 345

VII.	APPROVAL OF PLANS . . . . .	6
	7.01 Further Subdivision . . . . .	8
	7.02 Construction Documents . . . . .	8
	7.03 Construction Activity; Requirement to Complete . . . . .	9
	7.04 Condominium Documents . . . . .	9
	7.05 Changes . . . . .	9
	7.06 Name and Logos . . . . .	9
	7.07 Approval Procedures . . . . .	9
VIII.	COMMON MAINTENANCE AREAS . . . . .	10
	8.01 Designation . . . . .	10
	8.02 Transfer of Common Maintenance Areas . . . . .	11
IX.	MAINTENANCE OF IMPROVEMENTS . . . . .	11
	9.01 Obligation to Maintain . . . . .	11
	9.02 Landscape Maintenance . . . . .	11
	9.03 The Enforcement Committee's Right to Maintain . . . . .	12
	9.04 Reimbursement and Lien . . . . .	12
X.	ROADWAYS . . . . .	13
	10.01 Dedication . . . . .	13
	10.02 Phase 3 Roadways . . . . .	13
XI.	WATER . . . . .	13
XII.	ENFORCEMENT AND REMEDIES . . . . .	13
	12.01 Enforcement . . . . .	13
	12.02 Remedies . . . . .	13
XIII.	LAND BENEFITED . . . . .	14
XIV.	AMENDMENT . . . . .	14
XV.	TERM . . . . .	14
XVI.	SUCCESSORS AND ASSIGNS . . . . .	15



1127782

BOOK 3644 PAGE 346

PROTECTIVE COVENANTS  
PALMER PARK BUSINESS CENTER

This declaration of protective covenants is made this  
7th day of December, 1982, by J V R C, Inc., a Colorado  
corporation ("JVRC").

I. RECITALS

1.01 The Property. JVRC owns the real property located in El Paso County, Colorado, which is described on Exhibit A attached hereto, and which is referred to herein as the "Property".

1.02 Purpose of Protective Covenants. In order to establish a general plan for the improvement and development of the Property, JVRC desires to subject the Property to certain conditions and covenants, subject to which all of the Property shall be held, improved, and conveyed. The intent of these covenants and conditions is to insure the orderly and appropriate development and use of the Property. To further this end, JVRC has incorporated within these protective covenants development guidelines for the Palmer Park Business Center ("Center") which will produce a functional, aesthetically pleasing and financially feasible project.

II. DEFINITIONS

2.01 Lot. "Lot" shall mean each platted lot within the Property, as shown on the plat for the Palmer Park Business Center, as finally approved by the County of El Paso.

2.02 Site. "Site" shall mean all contiguous land within the Property under one ownership, together with any structures, landscaping, or other items located thereon, if the context so requires.

2.03 Improvements. "Improvements" shall mean and include anything which changes the exterior appearance of a Site, including, without limitation, buildings, outbuildings, parking areas, loading areas, fences, walls, landscaping, poles, signs, lighting, painting or repainting and any other item located or constructed on the Property, together with the location or capacity of on-site or off-site utility services.

2.04 Enforcement Committee: "Enforcement Committee" shall mean that group of persons, to be selected as provided in



12782

section 7.07, charged with the responsibility of approving operations, uses, plans and other documents relating to Sites within the Property.

III. APPLICABILITY

These Covenants apply to all of the Property and to any individual or entity having any interest in the Property after the date of these Covenants.

IV. USE OF PROPERTY

4.01 Use Restrictions. The Property shall be used only for the following purposes, but only to the extent permitted under PID zoning, as from time to time defined by the zoning regulations of El Paso County, Colorado:

- (a) Laboratories - medical, dental, research, experimental and testing;
- (b) Administrative and professional offices;
- (c) Light manufacturing;
- (d) Warehouses and such other uses consistent with PID zoning; and
- (e) Temporary sales offices and other related promotional uses established by JVRC for purposes of marketing the Center.

4.02 Performance Standards. No use shall be established, maintained or conducted on the Property that will cause any:

- (a) Emission of smoke, fumes, gas, dust, odor or any other atmospheric pollutant detectable beyond the boundaries of the immediate Site;
- (b) Objectionable noise or electro-mechanical or electro-magnetic disturbance beyond the boundaries of the immediate Site;
- (c) Glare or vibration beyond the boundaries of the immediate Site;
- (d) Physical hazard by reason of fire, radiation, explosion or similar cause, to any of the Property or any surrounding land; or

(e) Unsightly condition to persist on any Site which is visible from any street, residential district, or the Cimarron Hills Golf Course ("Golf Course").

4.03 Approval of Uses. Any proposed operation upon, or use of a Site must be approved in writing by the Enforcement Committee. Approval or disapproval of operations and uses shall be based upon the effect of such operations or uses on other Sites and upon the adjacent area. If the Enforcement Committee fails to approve or disapprove any proposed operation or use within 60 days after notice of the same has been submitted to it, it shall be conclusively presumed that the Enforcement Committee has disapproved such operation and use.

#### V. REGULATION OF IMPROVEMENTS

5.01 Dimensional Standards and Building Configuration. Unless waived by the Enforcement Committee in writing, all buildings on the Property must comply with the following dimensional standards:

(a) Setbacks: All buildings constructed on the Property must have the following minimum setbacks from the boundaries of any platted lots on which they are located:

(i) Front and rear yards - 50 feet; (ii) Side yards, 30 feet; and (iii) Distance from any existing residential zone - 150 feet.

(b) Height and coverage: Buildings may not exceed 45 feet in height and may not cover more than 25% of the platted lot on which they are located. Notwithstanding the foregoing, no building may exceed 35 feet in height on any Site adjacent to a residential district.

(c) Building configuration: Building configuration and location on a Site should facilitate desired vehicle and pedestrian flow around and into the building. Visual screening of parking, loading and storage areas should be provided by the building and other improvements to the maximum extent possible. Furthermore, buildings should, to the greatest extent practicable, be located on Sites adjacent to residential districts in such a manner as to minimize interference with views from such residential districts.

#### 5.02 Building Appearance.

(a) Building compatibility: Although the design of any building to be located within the Center must first and foremost meet the functional and economic needs of its occupants,

the design must also be conceived so as to be compatible with other physical elements on the Site as well as nearby structures. Thus, when each and every building is viewed in the context of the landscaping, graphics, lighting and other physical elements which will surround and integrate the buildings, the end product is intended to be a project which is both visually attractive and economically feasible. The design development covenants for buildings in the Center are not intended to preclude the construction of prefabricated structures, if accomplished in accordance with the intention of these covenants.

(b) Materials and finishes: All buildings are to be constructed of materials which are commonly used in construction of facilities of the type permitted to be located in the Center and which offer reasonable resistance to deterioration of appearance. All materials used to construct the exterior of a building shall present a neat, orderly finished appearance. Exterior wall textures and finishes must similarly present a uniform and consistent finish. Any mechanical equipment which is to be located adjacent to any building or mounted on walls or roofs must be adequately screened so as to be unseen from the ground level of any adjacent residential district or from any street adjacent to or within the Center.

#### 5.03 Parking, Loading and Maneuvering Areas.

(a) General requirements: Parking, loading and maneuvering areas are to be designed, located and constructed in accordance with the requirements for such areas prescribed by the El Paso County zoning regulations for Planned Industrial Districts. All such areas shall be designed to mitigate any adverse visual impact when viewed from any street within the Center.

(b) Sites bordering residential district or golf course: Notwithstanding the foregoing, with respect to Sites bordering on residential districts, no parking, loading or maneuvering area or driveway shall be located within 50 feet of the boundary of the residential district. Similarly, with respect to Sites bordering the Golf Course, no parking, loading or maneuvering area or driveway shall be located within 50 feet of the boundary of the Golf Course. The 50 foot strip shall be landscaped in accordance with these covenants.

#### 5.04 Exterior Storage Areas.

(a) Storage permitted: Side and rear yards on Sites may be used for purposes of outdoor storage if permitted by applicable zoning. All outdoor storage shall be in compliance with screening requirements described below. No front yards may



at any time be used for purposes of outdoor storage, and no outside storage may be within 50 feet of existing residential district.

(b) Screening: No exterior storage shall be permitted which is visible from the residential district or the Golf Course, or from any streets within the Center. Owners may comply with this requirement by totally surrounding such storage areas by opaque fencing, walls, building elements, or other screening devices approved by the Enforcement Committee. Screening devices such as walls and fencing are to be architecturally compatible with and appear as an integral part of the total facility. No materials or equipment shall be permitted to project above the top of any screened storage enclosure. Chain link fences, unpainted cinder block walls, or other similar treatments, are not acceptable as screening devices.

(c) Trash containers: All trash containers shall be screened from view by a fence or wall constructed of materials compatible with the building and surrounding areas, or by appropriate landscaping. No trash or trash containers shall project above the top of the screening material.

#### 5.05 Landscaping.

(a) General requirements: Landscaping is required for all areas not devoted to buildings, parking, loading and maneuvering areas, driveways, walkways, trash enclosures or storage areas. All areas to be landscaped are to be completed with a permanent underground irrigation system designed to adequately water all materials. All landscaped areas are to be protected from pedestrian and vehicle damage by curbs, wheel stops, or headers. Plant materials selected for landscaping a Site should be complementary to the materials selected for adjacent parcels, and landscaping for any Site should be compatible with landscaping in the Center generally, in order to visually integrate Sites within the Center. Landscaping should also be utilized whenever possible to limit visibility from public view of areas such as parking areas, loading areas, storage areas, trash enclosures and miscellaneous equipment such as utility meters, panels, and transformers. Finished grading of all landscaped areas shall be coordinated with general Site drainage plans.

(b) Street landscaping: Planting materials utilized near streets should be located so as to indicate points of access to each Site and to minimize the visual impact of parking areas. In order to achieve continuity of street landscaping, the Enforcement Committee reserves the right to require the

127782

BOOK 3644 PAGE 351

predominant use of selected materials for front yard landscape areas.

(c) Earth berms: Earth berms or mounds are required in landscaped areas in front yards. Such berms shall be a minimum of 2 feet in height above adjacent finished grade, shall not exceed a 3:1 slope ratio, and shall be rounded and natural in character.

(d) Perimeter landscaping: Perimeter landscaping in all side and rear yards other than those which adjoin a residential district or the Golf Course shall extend not less than 15 feet inside the property line. On those side and rear yards which are adjacent to a residential district or the Golf Course, a 50 foot belt of landscaping including hedges, evergreens and shrubbery is required as a screening buffer between the two districts.

(e) Amount and type of landscaping: Landscaping should reflect a balanced distribution of live plant materials and inanimate materials (such as rock or bark). Live plant materials should constitute at least 50% of all landscaped areas. All areas not devoted to buildings, pavement or storage areas should be landscaped.

(f) Landscaping installation: Approved landscaping shall be installed within 90 days of occupancy or completion of a building, whichever occurs first. Additional time for installing landscaping may be granted by the Enforcement Committee if, in its judgment, installation has been significantly delayed by adverse weather conditions. A building shall be deemed complete when a final certificate of occupancy has been issued by the Pikes Peak Regional Building Department for any improvement on the Site. It shall be the responsibility of each Site owner to provide for and maintain landscaping not only upon all undeveloped areas within the boundaries of the Site, but also up to the curb or pavement of any roadway abutting the Site.

5.06 Perimeter Fencing. Each owner of any Site adjoining either any residential district or the Golf Course shall be responsible for constructing an opaque screening fence 6 feet in height along any Property line bordering the residential district or Golf Course. The Enforcement Committee shall also have the right, but not the obligation, to erect this screening fence and may enter any Site as necessary to perform this work. Any such entry will be after notice to the Site owners, and the Enforcement Committee will perform any work so as to mitigate impact on the Site. The Enforcement Committee will not be liable for any damage or harm caused by it. Whether or not installed by the Enforcement Committee, this fence shall be maintained, or

caused to be maintained, in a first class condition by the owners of the Sites involved. Such maintenance shall include, but not be limited to keeping both faces of the fence painted or stained as required and promptly repairing any defects in or damage to the fence. Any such fence shall be compatible with comparable fencing on adjacent Sites, and may be constructed only after approval of the type of fence to be installed is received from the Enforcement Committee.

#### 5.07 Graphic Design.

(a) Size and location: No off-Site signs are permitted within the Property. Only one on-premises sign or advertising device shall be permitted per Site, and such sign shall comply with all requirements for such signs prescribed by the El Paso County zoning regulation for Planned Industrial Districts, except that any flat wall sign may not exceed 200 square feet in size or 15% of the area of the wall to which it is attached, whichever is smaller.

(b) Content and composition: Signs permitted in the Center are restricted to identifying only the person, firm or company occupying and using the Site, or the products produced thereon. Signs may be composed of any normal signage materials, other than exposed neon tubing, which are compatible with the building and surrounding areas. The design composition and color of any sign must be approved by the Enforcement Committee. Signs may be lighted, but fluorescent or reflective colors shall not be permitted on any sign, nor is any sign permitted which rotates, gyrates, blinks or moves in any fashion. A free standing identification sign may be only single or double faced.

(c) Temporary signs. Temporary identification signs shall be permitted within the Property only with the prior written approval of the Enforcement Committee. This includes signs advertising the sale or lease of the Site, signs naming the architects, engineers or contractors working at a Site during any period of construction, signs listing the name of a future tenant of a Site, and promotional signs used by JVRC for marketing the Center.

5.08 Lighting. Exterior lighting is required for all employee parking areas on the Property, and additional security and feature lighting is encouraged for reasons of safety and visual enhancement. All exterior lighting shall be located and/or equipped to direct light and reflections away from any adjacent residential district and to prevent the glare of lights from shining directly onto adjoining property or streets. Free-standing, post-mounted light fixtures shall not exceed 20 feet in height above the ground at the base of the fixture.



Exterior light fixtures attached to buildings may not project above the wall to which they are attached, shall not be attached to or supported from the roof of any building, and shall not be more than 20 feet above ground level. Free standing light fixtures are to observe minimum building setbacks and shall not be located within such setbacks, easements, or rights of way.

5.09 Excavation. No excavation shall be made except in connection with construction of an improvement, and upon completion thereof, any exposed opening shall be backfilled and disturbed ground shall be graded, leveled and landscaped.

5.10 Airport Requirements. No Improvements shall be constructed which would, in any manner, interfere with any recorded aviation easement. All exterior lighting plans must be approved by the director of aviation, and no radio or other emissions which might interfere with aircraft, tower or navigational aids will be permitted.

5.11 Variances, Etc. No owner of any Site within the Center shall be permitted a zoning or subdivision waiver or variance, or a special, conditional or accessory use of the Site without the prior written approval of the Enforcement Committee.

#### VI. UNDERGROUND UTILITIES

All telephone and power lines and lines for transmission of electronic signals installed upon the Property shall be underground, except for power substations and switching stations, which shall be adequately screened from view, and except for customary surface devices for access or control.

#### VII. APPROVAL OF PLANS

7.01 Further Subdivision. No subdivision of any Site within the Property shall be permitted without the prior written consent of the Enforcement Committee.

7.02 Construction Documents. Prior to obtaining any building permit or commencing work on any improvement within the Property, there shall be delivered to the Enforcement Committee final plans and specifications for the proposed improvement, including elevations, Site plans, grading and drainage plans, landscaping plans, outline specifications, and samples of exterior materials, exterior colors, proposed signage, and Site lighting, all of which must be approved by the Enforcement Committee prior to issuance of the building permit and commencement of construction on the improvement.

#### 7.03 Construction Activity; Requirement to Complete.

All Improvements shall conform to the plans and specifications previously approved by the Enforcement Committee. Once work commences on any improvement, it shall be diligently pursued. All Improvements, as shown on the plans and specifications previously approved by the Enforcement Committee, shall in any event be completed within 12 months after work has commenced, or within such additional period of time as may have been approved in advance by the Enforcement Committee. Work shall be deemed to commence when a building permit has been issued and foundations have been poured, or if no building permit is required, when physical activity occurs which alters the exterior appearance of the Property.

7.04 Condominium Documents. All documents either establishing condominiums or other forms of common use or ownership, or regulating use or maintenance of any portions of the Property, shall be submitted to and approved in writing by the Enforcement Committee prior to their being recorded, and prior to the sale or rental of any improvement on the Property to any party. The Enforcement Committee's review of these documents is for the limited purpose of ensuring that adequate provisions are made for first-class maintenance of the Property and all improvements thereon, and for adequate assessment procedures to fund the implementation of these Covenants, including the reimbursement of charges assessable against the Property pursuant to paragraph 9.04 of these Covenants.

7.05 Changes. No substantial change in any plat, development plan, plans and specifications or document required to be approved by the Enforcement Committee in paragraphs 7.01, 7.02 and 7.04 above shall be made unless the same shall be submitted to and approved by the Enforcement Committee.

7.06 Name and Logos. Neither the name "Palmer Park Business Center", any derivative thereof, nor the logos associated with such names may be used in any way in connection with the Property, any use, or any promotion of it, unless JVRC has given its prior written approval to such use.

#### 7.07 Approval Procedures.

(a) By the Enforcement Committee: The Enforcement Committee is required by these Covenants to give its approval of various plats, plans, information, documents, writings and materials delivered to the Enforcement Committee pursuant to this Article VII. The Enforcement Committee will not withhold its approval if it determines that such items contemplate Improvements which are consistent with the intent of these Covenants and the aesthetic and functional standards of the



Palmer Park Business Center. If the Enforcement Committee does not approve, it shall, within 30 days after submission, deliver notice stating its reasons for disapproval to the party desiring the approval, who may then deliver a resubmission so as to eliminate the Enforcement Committee's objections. If the Enforcement Committee fails to act on any submission or resubmission within 30 days, it shall (except for purposes of paragraph 4.03) be deemed to have approved it. The time periods referred to above shall begin on the date the Enforcement Committee receives any submission or resubmission.

(b) Composition of the Enforcement Committee. The Enforcement Committee shall consist of three members appointed by JVRC, and these members shall serve at the pleasure of JVRC. Notwithstanding the foregoing, at any time after JVRC has sold 75% or more of the Lots in the Property, JVRC may delegate to the Lot owners authority to select members of the Enforcement Committee. If JVRC chooses to delegate its authority to name members of the Enforcement Committee, it shall notify all lot owners, who shall then select three persons to thereafter serve as members of the Enforcement Committee. Initially, one such member shall serve for a period of one year, a second member for a period of two years, and a third member for a period of three years. Subsequent terms for Enforcement Committee members shall be periods of three years each. Members of the Enforcement Committee shall be selected by lot owners, with each owner of property within the Center being entitled to one vote for each Enforcement Committee vacancy for each platted lot owned. The three nominees receiving the highest number of votes shall serve initially. Subsequent vacancies shall be filled by the nominee receiving the highest vote total. Enforcement Committee meetings shall require a two member quorum, and any decision of the Enforcement Committee shall require a majority vote of those present.

#### VIII. COMMON MAINTENANCE AREAS

8.01 Designation: JVRC reserves the right to designate on any final subdivision plat for all or any portion of the Property or on subsequent easements certain areas in which JVRC will install common drainage facilities or landscaping, lighting and signs identifying the Property as the "Palmer Park Business Center". Such areas are referred to herein as "Common Maintenance Areas". If such Common Maintenance Areas are designated and installed, JVRC will initially be responsible for maintaining these Common Maintenance Areas in the manner prescribed by Article IX. Any such maintenance performed by JVRC shall be deemed to be for the benefit for all Sites within the Center, and JVRC shall be entitled to assess owners of Sites within the Property on a monthly basis for all reasonable

Maintenance costs it incurs in connection with such Common Maintenance Areas. Such costs shall be apportioned among and assessed to Site owners on the basis of the percentage of the total square footage of the Property (excluding rights of way for roads) owned by each owner. Payment of such assessments for the cost of maintaining Common Maintenance Areas shall be made in accordance with paragraph 9.04 hereof.

8.02 Transfer of Common Maintenance Areas: Notwithstanding any other provision in this section, at any time after JVRC has sold 75% or more of the lots in the Property, JVRC shall have the right to convey the Common Maintenance Areas to all lot owners within the Property as tenants in common. Following any such conveyance, all lot owners shall thereafter be jointly and severally responsible for the continued maintenance of the Common Maintenance Areas in accordance with Article IX.

#### IX. MAINTENANCE OF IMPROVEMENTS

9.01 Obligation to Maintain. All Improvements constructed on the Property shall be maintained, or caused to be maintained, by the owner thereof in first-class condition. Such maintenance shall include, but not necessarily be limited to, repairing any structural defects in Improvements, keeping the exteriors of any structures on the Property in first-class condition, including painting as required, maintaining all landscaping and pedestrian areas, streets and parking facilities on the Property, keeping vehicular and pedestrian areas free from dangerous accumulations of snow and ice, keeping the Property free of trash and debris, and keeping all signs and lighting on the Property clean and functional. At all times, but particularly during construction, the owner of any Site shall control noxious weeds and fugitive dust in accordance with applicable governmental requirements, and shall keep adjacent properties, streets and roads free from accumulations of mud, dirt and debris originating on the Property.

9.02 Landscape Maintenance. All landscaped areas are to be maintained in a neat and orderly fashion, and in accordance with the following requirements:

- (a) All planting areas shall be kept free of weeds and debris.
- (b) Lawn and ground covers shall be kept mowed and trimmed regularly.
- (c) All planting shall be kept in a healthy and growing condition.

9.03 The Enforcement Committee's Right to Maintain.  
If the Enforcement Committee determines any portion of the Property and the Improvements located thereon, including Common Maintenance Areas, are not being maintained in the manner specified in paragraphs 9.01 and 9.02 above, the Enforcement Committee shall give the owner(s) thereof, or the person occupying the portion of the Property involved, a written notice specifying the maintenance which the Enforcement Committee determines is required under these Covenants. If the maintenance specified in such notice is not satisfactorily performed within 30 days after delivery of such notice (or commenced and diligently prosecuted if such cannot reasonably be completed within 30 days), the Enforcement Committee shall thereafter have the right, but not the obligation, to perform such maintenance and shall have the right to enter any of the Property and perform any acts reasonably necessary to complete such maintenance. The Enforcement Committee shall not be liable for any losses, costs or damages to any tenant or owner of any of the Property on account of its performance of such maintenance except for any such loss, cost or damage caused by the Enforcement Committee's gross negligence or willful misconduct. The Enforcement Committee may delegate its maintenance rights hereunder to JVRC, or to its agents and independent contractors.

9.04 Reimbursement and Lien. If JVRC performs any maintenance or construction under paragraphs 8.01 or 10.02, or if JVRC or the Enforcement Committee performs maintenance pursuant to paragraph 9.03 above, JVRC or the Enforcement Committee, as applicable, will submit to the owner or the tenant of the Property upon which or for whose benefit such maintenance was performed, a written statement of the costs incurred by JVRC or the Enforcement Committee in performing the maintenance. These costs shall be a personal obligation of the owner involved and will be paid to JVRC or the Enforcement Committee, as applicable, within 20 days after receipt of such notice. If any such costs or assessments have not been paid after expiration of this 20-day period, JVRC or the Enforcement Committee may thereafter record a lien against the Property in the amount of all such costs or assessments, together with all related costs incurred by JVRC or the Enforcement Committee in collecting such costs and assessments, which lien shall be senior to all other liens or encumbrances of record with respect to the Property except for tax liens imposed by operation of statute and the lien of any first mortgage or deed of trust. This lien may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon real estate mortgages. This lien shall provide that all sums expended by JVRC or the Enforcement Committee in foreclosing the lien and collecting the amounts due JVRC or the Enforcement Committee (including reasonable attorneys' fees) shall be additional indebtedness secured by the lien.



# X. ROADWAYS

10.01 Dedication: Except as provided in paragraph 10.02, all roadways to be constructed within the Center shall, upon completion of their construction, be dedicated to El Paso County, Colorado as public thoroughfares, and maintenance of such roadways shall thereafter be the responsibility of El Paso County.

10.02 Phase 3 Roadways: If JVRC determines it is necessary or desirable to construct roadways to service that portion of the Center north of Palmer Park Boulevard (Phase 3), it may assess the costs of construction and maintenance of such roadway to the owners of Sites in Phase 3 benefited by such roadways. Each such owner will be assessed a prorata portion of the cost of installation and maintenance, based on the percentage of the total square footage in Phase 3 of the property owned by each such owner.

## XI. WATER

The Property does not include any water rights, ditch rights, well rights, reservoir rights or other water rights, be they tributary or non-tributary, which JVRC may have, all such rights being expressly reserved by JVRC. No owner of any Site within the Property shall be permitted to drill any water well anywhere within the Property. The existing water well on the property used to supply water to the Golf Course shall continue in operation notwithstanding the conveyance by JVRC of the land upon which it is located, and the owner(s) of any lots affected by the operation of such well shall grant to JVRC any and all necessary easements to permit the continued operation, maintenance and service of such well. Use or expansion of this well will not be a violation of these Covenants.

## XII. ENFORCEMENT AND REMEDIES

12.01 Enforcement. These Covenants are for the benefit of JVRC and all owners and tenants of Property within the Center, and may be enforced by any such party.

12.02 Remedies. As a violation of these Covenants may not be adequately compensated for by remedies at law, the Enforcement Committee, JVRC, or any owner or tenant of a Site, shall have the right to obtain from any court of competent jurisdiction injunctive relief against any owner or tenant of any of the Property, or any of their agents, contractors or assigns, enjoining any activity which is in violation of these Covenants. If any such action is brought by the Enforcement Committee, it shall not be required to post any bond as a condition to the

BOOK 3644 PAGE 359

granting of any such injunctive relief (including a preliminary injunction or temporary restraining order), nor shall the Enforcement Committee's right to such injunctive relief be affected by any arbitration provisions in any contract executed by such owner, tenant or their agents. All rights and remedies set forth hereinabove shall be in addition to, and not in lieu of, any other rights and remedies which any party may have in the event of a violation of these Covenants, all such rights and remedies shall be cumulative; and the exercise of any one or more of such rights and remedies shall not be deemed an election precluding the exercise of any of the others. All reasonable costs incurred in any dispute or litigation involving enforcement of these Covenants (including expert witness fees and attorneys' fees) shall be awarded as additional damages to the prevailing party who shall also be entitled to all additional costs incurred in enforcing or collecting any judgment rendered.

#### XIII. LAND BENEFITED

These Covenants shall run with and burden the Property and each and every parcel thereof, and are for the mutual benefit of JVRC and every parcel of such property.

#### XIV. AMENDMENT

These Covenants may be amended at any time by an instrument referring to these Covenants executed by JVRC and the then current owners of at least 50% of the Property, which instrument is recorded with the El Paso County Clerk and Recorder. These Covenants may also be amended with respect to any portion of the Property by a written instrument executed by all owners of the portion of the Property affected and by JVRC, which instrument contains the legal description of the portion of the Property affected by the change. Amendments to these Covenants shall become effective upon their being recorded with the El Paso County Clerk and Recorder.

#### XV. TERM

These Covenants, and any amendments hereto, shall remain in effect for a period of 50 years from the date of these Covenants and shall automatically be renewed for successive 10-year periods unless, prior to the expiration of the initial term or any 10-year extensions thereof, an instrument stating that extension is not desired, signed and acknowledged by at least 50% of the then owners of the Property, is filed of record with the El Paso County Clerk and Recorder.

1217182

BOOK 3644 PAGE 360

XVI. SUCCESSORS AND ASSIGNS

JVRC may assign its rights and authority hereunder by an express written assignment referring to these Covenants, duly recorded. Any reference in these Covenants to JVRC shall also mean any successors of JVRC pursuant to such assignment.

Dated this 7th day of December, 1982.

J V R C, INC.



BY Louis W. Wenner for John Venezia, President  
Louis W. Wenner,  
Assistant Secretary

STATE OF COLORADO )  
 )  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 7 th day of December, 1982 by Edward L. Robinson as Agent and Louis W. Wenner as Assistant Secretary, respectively, of J V R C, Inc.

Witness my hand and official seal.

My commission expires 10-29-83



Theda Grandall  
Notary Public  
Address of Notary:  
7710 N. Union Boulevard  
Colorado Springs, CO 80918

127782

Exhibit A

BOOK 3644 PAGE 361

1/4

All of Tract 3, in Cimarron Westridge Filing No. 3, according to the recorded plat thereof as filed for record June 22, 1972, in Plat Book V-2 at Page 61 of the Records of El Paso County, Colorado.

ALSO:

A portion of the South 1/2 of Section 6, Township 14 South, Range 65 West of the 6th P.M., that lies within the bounds of the following described lines:

That portion of the said South 1/2 of Section 6 lying North of the North Right-of-Way line of Omaha Boulevard, as presently located; South of the South Right-of-Way line of Palmer Park Boulevard, as presently located; East of the Easterly line of Waldorf Subdivision, according to the recorded plat thereof as filed for record May 5, 1982, in Plat Book P-3 at Page 83 of the Records of El Paso County, Colorado; West of the Westerly boundary of the following described property:

1. Lots 1,2 and 3, Block 3, in Cimarron Hills Third Filing, according to the recorded plat thereof as filed for record December 17, 1969, in Plat Book M-2 at Page 61 of the Records of El Paso County, Colorado;
2. Lots 16,17 and 18, in Cimarron Westridge Filing No. 1, according to the recorded plat thereof as filed for record September 28, 1971, in Plat Book T-2 at Page 15 of the Records of El Paso County, Colorado;



121782

2/4

BOOK 3644 PAGE 362

3. Lots 1 through 8, both inclusive, in Cimarron Westridge Filing No. 4, according to the recorded plat thereof as filed for record November 13, 1982, in Plat Book W-2 at Page 98 of the Records of El Paso County, Colorado;
4. Lots 110,111 and 123, in Cimarron Westridge Filing No. 1, according to the recorded plat thereof as filed for record September 28, 1971, in Plat Book T-2 at Page 15 of the Records of El Paso County, Colorado;

ALSO:

A portion of the South 1/2 of Section 6, Township 14 South, Range 65 West of the 6th P.M., that lies within the bounds of the following described lines:

That portion of the said South 1/2 of Section 6 lying East of the East Right-of-Way line of Waynoka Road, as presently located; West of the West Right-of-Way line of Tuskegee Place, as presently located; North of the North line of Palmer Park Boulevard, as presently located; South of the following described lines:

Commencing at the Southeast corner of Baab Subdivision, according to the recorded plat thereof as filed for record February 22, 1972, in Plat Book U-2 at Page 55 of the Records of El Paso County, Colorado; being the Southeast corner of the intersection of Palmer Park Boulevard and Waynoka Road; thence Northerly along the East Right-of-Way line of said Waynoka Road the following two (2) courses:



1121782

3/4

BOOK 3644 PAGE 363

1. N.00°00'13"E., a distance of 270.23 feet;
2. Along an arc of a curve to the left, whose radius is 440.00 feet, a distance of 157.23 feet to the True

Point of Beginning;

Thence N.84°53'02"E., a distance of 194.91 feet; thence N.85°53'02"E., a distance of 113.10 feet; thence N.50°57'57"E., a distance of 74.50 feet; thence N.08°01'15"E., a distance of 53.96 feet; thence S.89°59'47"E., a distance of 527.89 feet; thence N.87°49'22"E., a distance of 509.76 feet to the Point of Terminus on the West Right-of-Way line of said Tuskegee Place.

ALSO:

A portion of the South 1/2 of Section 6, Township 14 South, Range 65 West of the 6th P.M., more particularly described as follows:

Commencing at a point on the North line of Tract 3, Cimarron Westridge Filing No. 3, according to the recorded plat thereof as filed for record June 22, 1972, in Plat Book V-2 at Page 61 of the Records of El Paso County, Colorado, from which the Northeast corner of said Tract 3 bears S.89°39'10"E., a distance of 180.00 feet; thence S.00°20'50"W., a distance of 25.00 feet to the True Point of Beginning; thence along the boundary of said Cimarron Westridge Filing No. 3 the following three (3) courses:

1. S.00°20'50"W., a distance of 124.90 feet;
2. N.89°39'10"W., a distance of 97.21 feet;

1217182

4/4

BOOK 3644 PAGE 364

3. Along an arc of a curve to the left, whose radius is

60.00 feet, a distance of 64.52 feet (chord bears

N.58°50'43"W.);

Thence N.00°20'50"E., a distance of 68.39 feet; thence

S.89°39'47"E., a distance of 150.00 feet to the Point of

Beginning.

Prepared by:  
KLH Engineering Consultants, Inc.  
Registered Professional Engineers and  
Land Surveyors  
724 South Tejon Street  
Colorado Springs, Colorado 80903  
JN: 82 015 00

1

16

84

01069786

1984 JAN 16 PM 2:54

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

BOOK 3825 PAGE 536

16.00

## AGREEMENT

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of January, 1984, between Cimarron Hills Street Improvement District (hereinafter "District"), and SKLD, Inc. (hereinafter "Owner").

## RECITALS:

1. District is a quasi-municipal district in the Cimarron Hills area of El Paso County, State of Colorado, whose primary statutory function is to maintain the street lights and related equipment within the boundaries of the District.
2. Owner is the record title holder of a tract of land located within the boundaries of the District, which land is more particularly described by the attached legal description, identified as Exhibit A, and incorporated herein by reference (hereinafter "the Property").
3. Owner desires to subdivide and develop the Property, and is further agreeable to constructing the necessary street lights, standards, wiring, and related equipment according to the plans and specifications of the District, the City of Colorado Springs, or Mountain View Electric.

NOW, THEREFORE, BASED UPON THE MUTUAL CONSIDERATIONS AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Owner agrees, at his sole cost and expense, to construct the necessary street lights, standards, wiring, and related equipment reasonably necessary for the Property located within the District, and to do same according to the plans and specifications of the District, the City of Colorado Springs, or Mountain View Electric. Owner further agrees and does hereby dedicate to the District the necessary easements and rights-of-way for said street lights, standards, wiring, and related equipment. Owner further agrees to dedicate and transfer title to all said property and equipment to the District after acceptance by the District.
2. The District agrees that after its acceptance of the street light equipment, the District will maintain and operate same, which maintenance and operation will include the payment of all utility charges reasonably incurred therein.
3. In the event, for whatever reason, that the Owner fails, in whole or in part, to perform the construction as set forth herein, then it is agreed and understood that the District may perform said construction installing the necessary lighting equipment, and the costs and expenses of said installation, including overhead, supervision and maintenance, will become a charge and lien against the Property and the Owner; and the

1

16

84

BOOK 3825 PAGE 537

District shall have a lien against all real property set forth in Exhibit A and shall have the right to foreclose on same in the manner that mechanic's liens are foreclosed in the State of Colorado.

4. This Agreement may be recorded in the the records of El Paso County, Colorado.

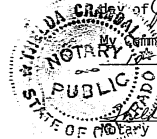
5. This Agreement shall be binding upon and shall run with the land as set forth in Exhibit A, and shall be binding upon successors and assigns, who by taking title to any portion of the Property shall bind themselves and their property in order to meet the purposes of this Agreement.

6. This Agreement shall be interpreted according to the laws of the State of Colorado, and shall automatically terminate upon acceptance by the District of all street lights and related equipment within the Property.

DATED the year and date first above written.

CIMARRON HILLS STREET IMPROVEMENT DISTRICT

Subscribed and sworn to before me this 12<sup>th</sup> of January, 1984.



My Commission Expires: 12-29-87

Linda Crandall

7710 N. Union Blvd.  
Address

By: Joseph C. Beam

OWNER:

NHC, Inc.  
By: Ed Robinson

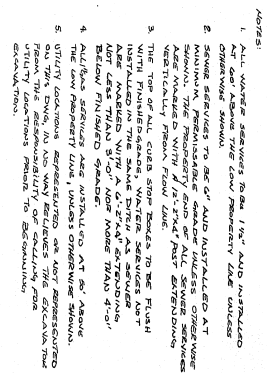
ADDENDUM TO AGREEMENT BETWEEN THE CIMARRON HILLS STREET IMPROVEMENT DISTRICT (LIGHTING) AND J.V.R.C. INCORPORATED.

1. We the undersigned representatives Joseph C. Beam for Cimarron Hills Street Improvement District (CHSID) and Ed Robinson for J.V.R.C. Incorporated agree that a total of thirteen (13) street lamps are to be installed as noted in the Palmer Park Business Center as indicated on the attached, notarized Mallon Development Company drawing titled Palmer Park Business Center Sub-division.
2. These lamps (fixtures) described as follows, luminare to be G.E. Town & Country Model TC, with 100 watt high pressure sodium element. Pole is to be black fiberglass, 19 feet in length as per specifications of the City of Colorado Springs Department of Public Utilities. These lamps are to be installed on Paonia Street and Tuskegee Place.

Joseph C. Beam  
Joseph C. Beam  
Assistant Manager  
CHSID

Ed Robinson  
Ed Robinson  
Vice President  
J.V.R.C. Inc.

A diagram showing a vertical line representing a screen on the left. To its right is a vertical line with a small rectangle in the center, representing a lens. Further to the right is a vertical line with a small rectangle in the center, representing an object. A horizontal line with an arrow pointing right is labeled 'Principal axis'. Two lines from the top of the object pass through the lens: one parallel to the principal axis that refracts through the focal point on the right, and one through the optical center that continues straight. These lines diverge on the right side of the lens. Two lines from the bottom of the object pass through the lens: one parallel to the principal axis that refracts through the focal point on the right, and one through the optical center that continues straight. These lines also diverge on the right side. The lines from the top and bottom of the object diverge on the right side of the lens and converge on the left side to form a real, inverted, and magnified image on the screen.



malton development company  
7730 n. union blvd.  
colorado springs, colorado  
598-9733

CRANE  
FIELD  
CLUB

Notary Public  
Address 9910 N. Assem Blvd.  
91021

the undersigned representatives of the Champlain Hills Street Improvement District (lighting) OSD located in Champlain Hills, Incorporated, N.Y.C., hereby certify that the attached OSD is a true and correct copy of the OSD as it appears in the original indicating the street, lane locations as per the contractual agreement between OSD and N.Y.C., Inc.

*Joseph C. Baum*  
 Joseph C. Baum  
 Chairman  
 Ed Robertson  
 Ed Robertson

Described and sworn to before me this 16<sup>th</sup> day of August, 1987  
 By Commission Expires: June 28, 87

IN THE DISTRICT COURT, EL PASO COUNTY, COLORADO  
Civil Action No. 85CV1345 Division No. 9

710<sup>00</sup>

---

ORDER AND DECREE CREATING DISTRICT

---

IN RE THE ORGANIZATION OF METEX METROPOLITAN DISTRICT, EL PASO  
COUNTY, COLORADO

---

THIS MATTER coming on to be heard on the 8th day of January, 1986, upon the Certificate of Election Results filed by the Judges of Election, said election being for the organization of the Metex Metropolitan District (the "District"), and held on Tuesday, the 7th day of January, 1986, and upon the Findings and Order of this Court heretofore entered on the 5th day of December, 1985, and the Court, having considered documentary evidence, and being fully advised in the premises, DOTH FIND:

1. That a petition for the organization of the proposed District was heretofore filed and presented to the Court in conformity with the statute in such case made and provided, that the allegations of said petition are true; that said petition is signed by not less than twenty percent (20%) of the taxpaying electors of the proposed District; and that a \$ 500. surety bond sufficient to cover all costs and expenses connected with these proceedings was duly filed in this Court with security approved by the Court.

2. That in accordance with the provisions of Title 32, Article 1, Colorado Revised Statutes, as amended, the Board of County Commissioners of El Paso County on the 14th day of

November, 1985, adopted Resolution No. 85-438, Land Use-265 (the "Resolution of Approval") and that in accordance with Section 32-1-205(1) and 32-1-301, Colorado Revised Statutes, as amended, the petition for the organization of the METEX Metropolitan District was accompanied by the Resolution of Approval approving the Service Plan.

3. That the evidence presented to the Court at the hearing on the 5th day of December, 1985, conclusively established that the signers of said petition represent in excess of twenty percent of the taxpaying electors within the boundaries of the District, as required by Title 32, Article 1, Colorado Revised Statutes, as amended.

4. That notice of hearing on said petition was given for the time and in the manner prescribed by law, and that notice thereof was duly mailed by United States registered mail to the petitioners, the Board of County Commissioners of the County of El Paso and to the County Assessor of El Paso County and the Division of Local Government of the State of Colorado.

5. That the proposed District is situated and located partially within the boundaries of the City of Colorado Springs, and partially within an unincorporated area of the County of El Paso, State of Colorado.

6. That no special district as defined in Section 32-1-103(20) Colorado Revised Statutes, as amended, providing the same services as the proposed District, has been formed or is in the process of being formed within the territory which extends into the proposed boundaries of this District.

7. That no Regional Service Authority has been formed or is in the process of being formed within the territory which extends into the proposed boundaries of this District and that the provisions of Section 32-7-137, Colorado Revised Statutes, as amended, do not apply to the organization of this Starwood Water District.

8. That the question of the organization of the District was, by order of this Court duly entered, submitted to the electors of the proposed District at an election held at the North America Homes construction office located at the southeast intersection of Powers Boulevard and Barnes Road, in El Paso County, Colorado, within the boundaries of the proposed District, on Tuesday, the 7th day of January, 1986.

9. That the polls at said election were kept open from 7:00 o'clock a.m. until 7:00 o'clock p.m., of said day, and that said election was held and conducted in accordance with Part 8 of Article 1 of Title 32, Colorado Revised Statutes, amended; that Gregory D. Timm, Judy R. Timm, and Charles E. Thompson, qualified electors of the proposed District, were duly appointed Judges of said election by this Court, pursuant to Section 32-1-802(1), Colorado Revised Statutes, as amended, by order duly entered on the 5th day of December, 1985 and that there was no special registration for said election, but for the purpose of determining qualifications of electors, the judges were required to use an affidavit concerning the qualification of any elector;



and that each person who voted in said election executed said Elector's Affidavit.

10. That published notice of said election was duly given, said notice being published on December 7, 1985, on December 14, 1985 and on December 21, 1985, in the Colorado Springs Sun, a newspaper of general circulation in the District, as provided by Section 32-1-802, Colorado Revised Statutes, as amended, the first publication thereof occurring more than eighteen days prior to the date of said election.

11. That the Judges of said election having duly certified to this Court and filed herein the returns of said election; that at said election a total of 12 ballots were cast on the organization of the District; and that of said ballots cast, 12 ballots were marked "For the Organization" and 0 ballots were marked "Against the Organization," there being 0 excess ballots, 0 spoiled ballots and 38 unused ballots; and that the majority of said votes were cast in favor of the organization of the proposed District.

12. That absentee voting was permitted in the manner provided by law and that Gregory D. Timm, an elector of the District, performed the duties in connection with said absentee voting pursuant to Section 32-1-802, Colorado Revised Statutes, as amended, and that no applications for an absent voter's ballot were received prior to the close of business on Friday, January 3, 1986 and no absent voter's ballots were returned prior to 7:00 o'clock p.m. on January 7, 1986.

13. That at said election H.E. Ingels and Clinton W. Wasser received the highest number of votes for Directors to serve until the next regular election; and that David J. Powers, Edward L. Robinson and Terry S. Schooler received the highest number of votes for Directors to serve until the second regular election thereafter in accordance with the requirements of Section 32-1-802, Colorado Revised Statutes, as amended.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That said Metex Metropolitan District be, and the same hereby is, ordered and declared, duly organized under the laws of the State of Colorado, as a governmental subdivision of said State and body corporate with all the powers of a public or quasi-municipal corporation subject to limitations hereinafter specified; that the said Board of Directors herein named shall have, and they are hereby vested with, all the powers, duties and obligations of directors of the Metex Metropolitan District as conferred and provided by said Title 32, Article 1, all laws amendatory thereof and supplemental thereto, and as may by law hereafter be provided.

2. That the corporate name of said District is and it shall hereafter be known as "Metex Metropolitan District."

3. That pursuant to said vote at said election and by order of this Court H.E. Ingels, Clinton W. Wasser, David J. Powers, Edward L. Robinson and

Terry S. Schooler are designated as the first Board of Directors of Metex Metropolitan District.

4. That in accordance with the provisions of Section 32-1-802(2)(a), Colorado Revised Statutes, as amended, H.E. Ingels and Clinton W. Wasser shall serve until they or their successors are elected and qualified at the next regular election, and David J. Powers, Edward L. Robinson and Terry S. Schooler shall serve until they or their successors are elected and qualified at the second regular election thereafter.

5. That the boundaries of the Metex Metropolitan District and the territory included therein are located in the County of El Paso and are as described in the attached Exhibit "A."

6. That the Certificate of Election Results of said Judges of Election heretofore filed herein be, and the same is hereby, in all respects, approved and confirmed.

7. That in accordance with the provisions of Section 32-1-901(1), Colorado Revised Statutes, as amended, each director, within 30 days, shall appear before some officer authorized to administer oaths and take an oath that he will faithfully perform the duties of his office as required by law and will support the Constitution of the United States, the Constitution of the State of Colorado and the laws made pursuant thereto.

8. That the oath of the first directors designated in Section 4 hereof shall be administered by the County Clerk of El Paso County, Colorado, or some other officer authorized to administer oaths as provided in Section 32-1-901(1), Colorado Revised Statutes, as amended, and shall be filed with the Clerk of the Court and a duplicate original shall be filed with the State Division of Local Government.

9. That the form of oath of office hereto attached as Exhibit "B" be, and the same is hereby, fixed and approved as the form of oath to be executed by the directors of the District in qualifying for their offices.

10. That at the time of the filing of each of said oaths there shall also be filed with the Clerk of the Court and the State Division of Local Government for each director an individual schedule or blanket surety bond in an amount not less than \$1,000.00 each, conditioned upon the faithful performance of his duties as director.

11. That in accordance with the provisions of Section 32-1-205(2), Colorado Revised Statutes, as amended, the Service Plan of the District shall be, and the same hereby is, incorporated by reference in and appended to this Order as Exhibit "C," all other legal procedures for the formation of said District having been complied with.

12. That in accordance with the provisions of Section 32-1-205(2), Colorado Revised Statutes, as amended, the Resolution of Approval adopted on the 14th day of November, 1985

by the Board of County Commissioners of El Paso County, Colorado, approving the Service Plan shall be, and the same hereby is, incorporated by reference in and appended to this order as Exhibit "D", all other legal procedures for the formation of said District having been complied with.

13. That the District shall comply with all of the terms, provisions, restrictions and limitations contained within the Resolution of Approval, dated the 14th day of November, 1985, approving the Service Plan of the District by the Board of County Commissioners of El Paso County, Colorado.

14. That the services and facilities to be provided by the District shall be limited as provided in said Service Plan.

15. That within thirty days herefrom the Secretary of the District shall transmit to the County Clerk and Recorder in the County of El Paso, State of Colorado, a certified copy of this Order and Decree; and that the same shall be recorded by the County Clerk and Recorder.

16. That in accordance with Sections 32-1-306, 32-1-105 and 39-1-110, Colorado Revised Statutes, as amended, the County Clerk and Recorder shall transmit to the Director of the Division of Local Government of the State of Colorado, the Board of County Commissioners of the County of El Paso, and the County Assessor of the County of El Paso, notice of completion of the organization of said District, including a legal description of the area concerned and a copy of this Order and Decree, and the names and addresses of the officers of the District shall be

included in the notice to the State Division of Local Government; and that the form of such notice hereto attached as Exhibit "E" be, and the same is hereby fixed and approved as the form of the notice to be so filed and recorded.

17. That in accordance with Sections 32-1-306 and 39-1-110, Colorado Revised Statutes, as amended, the Secretary of the District shall file a map of District with the County Assessor and the Division of Local Government.

18. That the members of the Board of Directors of the District shall qualify for office and organize said Board in the manner prescribed by the laws of the State of Colorado.

19. That the Court shall and does retain jurisdiction of the proceedings for all such further orders and actions as may be proper in the premises.

DONE BY THIS COURT this 8th day of January, 1966.

BY THE COURT:

JOE A. CANNON

Judge

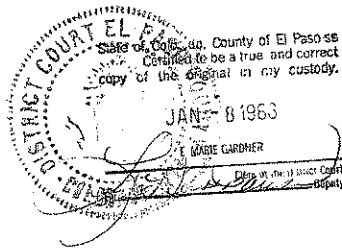


EXHIBIT "A"

(Attach Legal Description of Proposed District)

Those portions of Sections 7, 8, 17, 18, 19, 20, 29, 30, 31 and 32, Township 13 South, Range 65 West of the 6th P.M., and those portions of Sections 24, 25, and 36, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Southwest corner of Section 18, Township 13 South, Range 65 West of the 6th P.M., thence N01°14'54"E along the west line of said Section 18, a distance of 2,636.49 feet to the west quarter corner of said Section 18, being a set pin and cap L.S. No. 6169; thence N01°14'54"E along said west line, a distance of 1,157.40 feet to a point of intersection with the southerly right of way line of Templeton Gap Road, said right of way being 80 feet in width, being a set pin and cap L.S. No. 6169; thence N31°13'06"E along said southerly right of way, a distance of 1,744.21 feet to a point on the north line of said Section 18, being a set pin and cap L.S. No. 6169; thence N89°09'06"E along said north line, a distance of 1,788.96 feet to the north quarter corner of said Section 18, being a pin and cap L.S. No. 11624; thence N89°09'06"E along said north line, a distance of 1,297.34 feet, to the southwest corner of the southeast quarter of the southeast quarter of said Section 7, being a 1/2" rebar; thence N01°11'37"E along the west line of said southeast quarter of the southeast quarter, a distance of 1,331.54 feet to the northwest corner of said southeast quarter of the southeast quarter, being a set pin and cap L.S. No. 6169; thence N88°59'01"E along the north line of said southeast quarter of the southeast quarter, a distance of 1,297.24 feet to the northeast corner of said southeast quarter of the southeast quarter, being a 3/4" pipe; thence S89°38'34"E along the north line of the south half of the southwest quarter of said Section 8, a distance of 2,593.81 feet to the northeast corner of said south half, being a set pin and cap L.S. No. 6169; thence S89°34'08"E along the north line of the southwest quarter of the southeast quarter of said Section 8, a distance of 530.10 feet; thence N00°00'00"E a distance of 677.34 feet; thence S90°00'00"E a distance of 200.00 feet; thence S89°30'57"E a distance of 603.60 feet to the west line of the northeast quarter of the southeast quarter of said Section 8; thence N01°13'29"E along said west line a distance of 650.03 feet to the northwest corner of the northeast quarter of the southeast quarter of said Section 8; thence S89°30'57"E along the north line of the northeast quarter of the southeast quarter of said Section 8, a distance of 78.59 feet; thence N04°42'32"E a distance of 192.51 feet; thence N39°01'53"E a distance of 204.08 feet; thence N30°00'42"E a distance of 200.62 feet; thence N46°23'06"E a distance of 329.40 feet; thence N04°07'39"E a distance of 133.57 feet; thence N57°48'30"E a distance of 208.10 feet; thence N01°01'51"E a distance of 328.06 feet to the north line of the southeast quarter of the northeast quarter of said Section 8; thence S89°23'40"E along said north line of the southeast quarter of the northeast quarter of said Section 8, a distance of 525.00 feet; thence S01°01'51"W, 60.00 feet westerly of and parallel with the east line of the southeast quarter of the northeast quarter of said Section 8, a distance of 1,328.03 feet, to a point on the said north line of the southeast



quarter of said Section 8; thence S01°01'13"W, 60.00 feet westerly of and parallel with the east line of the southeast quarter of said Section 8, a distance of 2,654.27 feet, to a point on the north line of said Section 17, being a pin and cap L.S. No. 11710; thence S00°57'50"W, 60.00 feet westerly of and parallel with the east line of said Section 17, a distance of 2,656.28 feet to a point on the north line of the southeast quarter of said Section 17, being a rebar pin and cap, L.S. No. 11710; thence S00°57'55"W, 60.00 feet westerly of and parallel with the east line of the southeast quarter of said Section 17, a distance of 2,655.90 feet, to the south line of said Section 17, being a rebar pin and cap, L.S. No. 11710; thence N89°21'12"W along said south line of Section 17, a distance of 2,608.76 feet to the south quarter corner of said Section 17, being a 5/8" rebar pin, said point being the north quarter corner of Section 20; thence S00°18'52"W along the center line of said Section 20, a distance of 2,645.86 feet to the center quarter corner of said Section 20, being a 1" iron pipe; thence S89°26'29"E along the north line of the north half of the southeast quarter of said Section 20, a distance of 2,649.52 feet to the east quarter corner of said Section 20, being a pin and cap L.S. No. 11624; thence S00°43'45"W along the east line of said North half, a distance of 1,320.75 feet to the southeast corner of said North half, being a pin and cap L.S. No. 11624; thence N89°44'14"W along the south line of said north half, a distance of 1,769.79 feet to the Northeast corner of the First Service/Arizona First/Ingels & Assoc/Harris Development Tract (Colorado Springs Ranch) thence S14°27'07"W, 1,375.96 feet to a point on the North line of the Northeast quarter of said Section 29, said point being 525.00 feet Easterly on said North line from the North quarter corner of said Section 29; thence S04°47'23"W, 5,314.47 feet to a point on the North line of the Northeast quarter of said Section 32, said point being 100.00 feet Easterly on said North line from the North quarter corner of said Section 32; thence S89°43'48"W on said North line, 100.00 feet to a point on the East line of the Northwest quarter of said Section 32; thence S00°28'59"W on said East line, 626.71 feet; thence S89°57'40"W on a line parallel with the South line of the Northwest quarter of said section, 851.42 feet; thence S00°28'59"W on a line parallel with the East line of the Northwest quarter of said section 32, a distance of 2,046.72 feet to a point on the South line of said Northwest quarter of Section 32; thence S89°57'40"W on said South line 1,789.30 feet to a point on the South line of the Northeast quarter of said Section 31; thence N89°58'34"W on said South line, 1,321.30 feet to a point on the East line of the Northwest quarter of the Southeast quarter of said Section 31; thence S00°45'03"W on said East line, 1,328.23 feet to a point on the South line of said Northwest quarter of the Southeast quarter of Section 31; thence N89°50'27"W on said South line, 1,324.60 feet to a point on the South line of the Northeast quarter of the Southwest quarter of said Section 31; thence N89°50'36"W on said south line, 460.64 feet; thence S30°30'58"W, 714.83 feet to a point on the Southwesterly right of way line of Constitution Avenue as recorded in Plat Book V-3 at Page 169 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence N59°29'02"W on said Southwesterly right of way line, 972.67

feet to a point on the Easterly line of Powers Addition No. 2 as recorded in Plat Book B-2 at Page 13 of said Records; thence S00°50'05"W on said Easterly line, 561.31 feet; thence westerly on the north right of way line of the property described in document recorded in Book 91 at Page 337 of said Records, a distance of 1,012.3 feet more or less to a line drawn 65 feet easterly from and parallel with the west line of said Addition No. 2; thence N00°26'40"E on said parallel line, 220 feet more or less to the Easterly extension of the 110.00 foot course on the Southerly boundary line of Villa Loma Subdivision No. 5, Filing No. 5, as recorded in Plat Book T-3 at Page 124 of said Records; thence N89°33'20"W on said extension and on said 110.00 foot course, 225.00 feet to an angle point on the boundary line of said Filing No. 5; the following seven courses are on the southwesterly and northwesterly lines of said Filing No. 5: 1) thence N76°13'20"W, 145.00 feet; 2) thence S70°34'17"W, 196.64 feet; 3) thence N25°51'20"W, 85.00 feet; 4) thence N51°21'20"W, 349.97 feet; 5) thence N38°38'40"E, 25.96 feet; 6) thence on the arc of a curve to the right, which curve has a central angle of 51°48'00", a radius of 862.32 feet, and an arc length of 779.61 feet; 7) thence S89°33'20"E, 55.00 feet; thence N0°26'40"E on a line 50.00 feet westerly from the east line of Section 36, a distance of 100.00 feet to the southeast corner of the tract of land described in Book 3521 at Page 88 of said Records; the following twelve courses are on the boundary line of the last mentioned tract of land: 1) thence S89°57'39"W, 55.00 feet; 2) thence on the arc of a curve to the left having a central angle of 37°33'04", a radius of 962.32 feet and an arc length of 630.70 feet to a point on the Easterly line of Villa Loma Subdivision Filing No. 7 as recorded in Plat Book W-2 at Page 79 of said Records; 3) thence Northerly on said Easterly line for the following three courses: 4) thence N39°55'06"W, 56.19 feet; 5) thence on the arc of a curve to the right having a central angle of 36°25'20", a radius of 360.00 feet and an arc length of 228.85 feet; 6) thence N03°29'46"W on the forward tangent to the last mentioned curve, 410.01 feet to a point on the Easterly line of Villa Loma Heights Filing No. 4 as recorded in Plat Book F-3 at Page 10 of said Records; thence Northerly and Westerly on the Easterly and Northerly lines of said Villa Loma Heights Filing No. 4 for the following four courses: 7) thence N03°31'31"W, 99.79 feet; 8) thence on the arc of a curve to the right having a central angle of 5°09'00", a radius of 1,110.00 feet, and an arc length of 96.87 feet; 9) thence N01°28'29"E on the forward tangent to the last mentioned curve, 405.82 feet; 10) thence S89°34'48"W, 40.02 feet; thence on the arc of a curve to the left whose chord bears N03°47'46"W, having a central angle of 10°32'29", a radius of 862.60 feet and an arc length of 158.70 feet; 11) thence N09°04'00"W on the forward tangent to the last mentioned curve, 593.68 feet to a point on the Northerly line of that tract of land described as Parcel 4 in Book 2742 at Pages 992 and 993 of said Records; 12) thence N82°01'00"E, 159.66 feet; thence N07°25'00"W, 50.00 feet; thence S82°35'00"W, 120.54 feet; thence N08°30'00"W, 295.75 feet; thence Northerly on a curve to the left, which curve has a central angle of 44°00'00", a radius of 535.02 feet, to the point of intersection with the Southwesterly extension of the

Westerly right of way line of Rio Vista Drive as platted in Colorado Country Filing No. 4 as recorded in Plat Book S-3 at Page 84 of said Records; thence Northeasterly on said Southwesterly extension to the terminus of said Drive; thence Southeasterly across said Drive 60.00 feet; thence  $S18^{\circ}30'00''W$  on the Easterly line of said Drive, 142.36 feet; thence on the arc of a curve to the left and on said Easterly line to the southerly boundary line of Aspen Valley Filing No. 2, as recorded in Plat Book S-3 at Page 97 of said Records; thence  $S82^{\circ}08'47''E$ , on said boundary line 345.70 feet; thence  $N89^{\circ}57'39''E$ , on said boundary line 625.00 feet; thence  $N00^{\circ}02'21''W$ , on said boundary line, 1,152.33 feet to the boundary line of Aspen Valley as recorded in Plat Book R-3 at Page 68 of said Records; thence  $N00^{\circ}16'17''W$  on said boundary line, 308.38 feet; thence  $N00^{\circ}00'00''W$  on said boundary line, 421.60 feet; thence  $N90^{\circ}00'00''W$ , on said boundary line, 137.00 feet; thence  $N90^{\circ}00'00''W$  on the north line of Colorado Country Filing No. 5 as recorded in Plat Book N-3 at Page 10 of said Records, 432.43 feet more or less to the Northwest corner of said Filing No. 5; thence  $N00^{\circ}00'00''E$ , 155.00 feet to the southwest corner of Colorado Country Filing No. 7, as recorded in Plat Book R-3 at Page 13 of said Records; thence  $N90^{\circ}00'00''E$ , on the boundary line of said Filing No. 7, 185.00 feet; thence  $N90^{\circ}00'00''E$  on the boundary line of said Filing No. 7, 120.00 feet; thence  $N90^{\circ}00'00''W$ , on the boundary line of said Filing No. 7, 185.00 feet; thence  $N00^{\circ}00'00''E$  on the East line of Rio Vista Drive as platted in Colorado Country Filing No. 3, as recorded in Plat Book K-3 at Page 26 of said Records, 300.00 feet to North Carefree Circle as platted in Colorado Country Filing No. 1, as recorded in Plat Book J-3 at Page 51 of said Records; the following five courses are on the boundary line of Colorado Country Filing No. 1 as recorded in Plat Book J-3 at Page 51 of said Records: 1) thence  $N90^{\circ}00'00''E$  460.00 feet; 2) thence on the arc of a curve to the right, which curve has a central angle of  $48^{\circ}35'25''$ , a radius of 80.00 feet, and an arc distance of 67.84 feet; 3) thence  $N90^{\circ}00'00''E$ , 105.00 feet; 4) thence  $N00^{\circ}00'00''E$ , 194.17 feet; 5) thence  $N90^{\circ}00'00''W$ , 65.00 feet to a point on the Easterly line of Colorado Country Filing No. 3 as recorded in Plat Book N-3 at Page 102 of said Records; thence Northerly and Westerly on the Easterly and Northerly lines of said Colorado Country Filing No. 6 for the following two courses: 1) thence  $N00^{\circ}00'00''E$ , 230.00 feet; 2) thence  $N90^{\circ}00'00''W$ , 560.00 feet to a point on the Easterly line of Rio Vista Drive as platted in said Colorado Country Filing No. 1; thence Northerly on said Easterly line for the following three courses: 1) thence  $N00^{\circ}00'00''E$ , 64.67 feet; 2) thence on the arc of a curve to the left having a central angle of  $12^{\circ}30'00''$ , a radius of 442.63 feet and an arc length of 92.20 feet; 3) thence  $N12^{\circ}30'00''W$ , 340.00 feet; thence Westerly on the Northerly line of said Colorado Country Filing No. 1 for the following two courses: 1) thence  $S77^{\circ}30'00''W$ , 283.00 feet; 2) thence  $S87^{\circ}56'47''W$ , 62.31 feet to the northeast corner of Colorado Country Filing No. 2 as recorded in Plat Book J-3 at Page 64 of said Records; the following three courses are on the North line of said Filing No. 2: 1) thence  $S87^{\circ}56'47''W$ , 61.65 feet; 2) thence  $N80^{\circ}30'00''W$ , 296.00 feet; 3) thence  $S88^{\circ}39'00''W$ , 179.62 feet to the southwest corner of Colorado

Country Filing No. 11, as recorded in Plat Book U-3 at Page 89 of said Records; the following fifteen courses are on the Westerly line of said Filing No. 11: 1) thence N31°33'44"W, 51.28 feet; 2) thence N28°45'19"W, 25.12 feet; 3) thence N06°14'00"W, 123.95 feet; 4) thence N06°11'00"W, 173.17 feet; 5) thence N06°14'00"W, 254.00 feet; 6) thence N10°42'49"E, 118.46 feet; 7) thence S74°34'48"E, 118.27 feet; 8) thence N15°25'12"E, 39.40 feet; 9) thence northerly on a curve to the right having a central angle of 12°04'48", a radius of 470 feet, and an arc length of 99.09 feet; 10) thence N27°30'00"E, 86.34 feet; 11) thence northeasterly on a curve to the right having a central angle of 19°46'41", a radius of 160.64 feet, and an arc length of 55.45 feet; 12) thence N42°43'19"W, 122.17 feet; 13) thence N36°54'27"E, 90.81 feet; 14) thence N90°00'00"E, 700.00 feet; 15) thence N88°41'29"E, 70.10 feet to the northeast corner of said Filing No. 11, said point being the Southeast corner of Homestead Subdivision Filing No. 10 as recorded in Plat Book X-2 at Page 61 of said Records; the following four courses are on the easterly line of said filing No. 10: 1) thence on the arc of a curve to the left, which curve has a central angle of 26°41'29", a radius of 526.07 feet and an arc distance of 245.07 feet; 2) thence N28°00'00"W, 100.00 feet; 3) thence northerly on the arc of a curve to the right, which curve has a central angle of 43°54'36", a radius of 1,100.00 feet, and an arc distance of 843.01 feet; 4) thence N15°54'36"E, 142.89 feet to the south line of Barnes Road; thence S74°05'54"E on said South line, 820 feet more or less to a line 50.00 feet west of the east line of said Section 25; thence northerly on said line to the north line of said Barnes Road; thence N74°05'00"W, 2,011.32 feet; thence N3°00'00"W, 920.00 feet; thence N47°48'23"E, 544.47 feet; thence N34°00'00"E, 850.02 feet; thence N34°00'00"E, 349.98 feet; thence N26°25'50"E, 1,166.44 feet; thence N40°03'30"W, 2,621.32 feet; thence N89°56'26"E on the south line of Templeton Heights Subdivision No. 2 as recorded in Plat Book J-2 at Page 9 of said Records, 2,113.00 feet more or less to the East line of said Section 24; thence Northerly on said East line, 570 feet more or less to the Northeast corner of said Section 24, which is the point of beginning.

\*\*\*\*\*

## METEX 2

That portion of Sections 25 and 36, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Northeasterly corner of Lot 8, Block 1, Villa Loma Subdivision No. 5, Filing No. 3 as recorded in Plat Book E-3 at Page 60 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence Southeasterly on the Northeasterly line of said Subdivision for the following four (4) courses: 1) thence  $S00^{\circ}03'45''W$ , 139.02 feet; 2) thence  $S86^{\circ}00'01''E$ , 111.81 feet; 3) thence  $S57^{\circ}00'00''E$ , 120.00 feet; 4) thence  $S00^{\circ}03'45''W$ , 341.32 feet to a point on the Northerly right of way line of Whimsical Drive as platted in Colorado Country Filing No. 4 as recorded in Plat Book S-3 at Page 84 of said Records; thence Easterly on said Northerly right-of-way line for the following two (2) courses: 1) thence on the arc of a curve to the right whose chord bears  $S63^{\circ}07'02''E$ , having a central angle of  $12^{\circ}59'54''$ , a radius of 380.00 feet and an arc length of 86.21 feet; 2) thence  $S56^{\circ}37'05''E$ , 73.58 feet to a point on the Westerly line of Block 3 in said Colorado Country Filing No. 4; thence Northerly on said Westerly line and on the Westerly line of Colorado Country Filing No. 3 as recorded in Plat Book K-3 at Page 26 of said Records for the following three (3) courses: 1) thence  $N33^{\circ}22'55''E$ , 84.55 feet; 2) thence  $N18^{\circ}26'00''W$ , 439.36 feet; 3) thence  $N06^{\circ}38'45''E$ , 436.00 feet to a point on the Southeasterly line of the Homestead Subdivision Filing No. 14 as recorded in Plat Book J-3 at Page 18 of said Records, thence Southwesterly and Westerly on the Southeasterly and Southerly lines of said Subdivision for the following two (2) courses: 1) thence  $S19^{\circ}42'45''W$ , 305.00 feet; 2) thence  $S89^{\circ}51'40''W$ , 205.00 feet to the Point of Beginning.

\*\*\*\*\*

## METEX 3

That portion of the Southeast quarter of Section 7, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows:

Commencing at the Southwest Corner of the East half of the West half of the Southeast quarter of said Section 7, thence N00°44'42"E, 435.33 feet; thence S89°15'18"E, 235.11 feet; thence N00°44'42"E, 30.00 feet to the Point of Beginning of the tract described hereby; thence 1) continuing N00°44'42"E, 298.58 feet to a point on the Southeast right of way line of Western Drive; 2) northeasterly on a curve to the left along said right-of-way line having a radius of 560.00 feet and a central angle of 10°30'56", an arc distance of 102.78 feet, the chord of said curve bearing N64°00'10"E, 102.63 feet; 3) N58°44'42"E along said right of way line, 519.34 feet; 4) northeasterly on a curve to the left along said right of way line having a radius of 378.00 feet, a central angle of 30°00'00", and an arc distance of 197.92 feet, the chord of said curve bearing N43°44'42"E, 195.67 feet; 5) S53°37'00"E, 375.39 feet which is also a point on the Southeast line of the proposed East Fork of Sand Creek Channel; 6) Northeasterly on a curve to the right along said Southeast line having a radius of 2,063.60 feet, a central angle of 25°34'49", and an arc distance of 921.32 feet, the chord of said curve bearing N50°42'20"E, 913.69 feet; 7) N63°37'52"E, 10.20 feet to the West right of way line of Peterson Road; 8) S00°32'42"W along said right of way line, 589.96 feet to the North line of Cimarron Southeast Filing No. 2A as recorded in Plat Book B-3 at Page 37 of the Records of the Clerk and Recorder of El Paso County, Colorado; 9) N89°27'18"W along said North line, 300.00 feet; 10) S00°32'42"W along the West line of said Filing No. 2A, 340.00 feet; 11) N89°27'18"W, 10.00 feet; 12) S00°32'42"W, 265.17 feet to the North right of way line of Highway No. 24; 13) S61°04'42"W along said right of way line, 279.79 feet; 14) Southwesterly on a curve to the right along said right of way line having a radius of 623.30 feet, a central angle of 29°00'00", and an arc distance of 315.48 feet, the chord of said curve bearing N75°34'42"E, 312.12 feet; 15) S86°27'42"W along said right of way line, 298.90 feet; 16) N89°55'18"W along said right of way line, 736.11 feet; 17) N00°44'42"E, 85.45 feet; 18) S89°15'18"E, 217.22 feet; 19) Northeasterly on a curve to the left having a radius of 100.00 feet, a central angle of 62°00'00", and an arc distance of 108.21 feet, the chord of said curve bearing N59°44'42"E, 103.01 feet; 20) N28°44'42"E, 194.74 feet; 21) N89°15'18"W, 191.84 feet to the Point of Beginning.

\*\*\*\*\*

MREX 4

That portion of the Southwest quarter of Section 8, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northwest Corner of Lot 1, Block 2, Cimarron Southeast Filing No. 1 as recorded in Plat Book Y-2 at Page 53 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence  $S89^{\circ}26'18''E$  on the North line of Block 2, a distance of 617.02 feet to the Northeast corner of Lot 2, Block 2; thence  $S4^{\circ}08'25''W$  on the East line of said Subdivision and the Southerly extension thereof, 792.42 feet to the Northeast corner of Softball West Subdivision No. 2 as recorded in Plat Book T-3 at Page 112 of said Records; the following eight courses are on the boundary line of said Subdivision: 1) thence  $S04^{\circ}29'29''W$ , 1,355.96 feet; 2) thence Westerly on the arc of a curve to the right whose chord bears  $S83^{\circ}46'10''W$ , which curve has a central angle of  $13^{\circ}33'05''$ , a radius of 1,780.00 feet, and an arc distance of 421.00 feet; 3) thence  $N89^{\circ}27'18''W$ , 657.29 feet; 4) thence  $N00^{\circ}32'42''E$ , 35.00 feet; 5) thence  $S89^{\circ}27'18''E$ , 250.00 feet; 6) thence  $N00^{\circ}32'42''E$ , 174.00 feet; 7) thence  $N89^{\circ}27'18''W$ , 250.00 feet; 8) thence  $N00^{\circ}32'42''E$ , 968.25 feet; thence Northerly on the Easterly right of way line of Peterson Road to the Southwest corner of Cimarron Southeast Filing No. 1; the following three courses are on the Easterly line of Peterson Road as shown on said Subdivision: thence Northeasterly on the arc of a curve to the right, which curve has a central angle of  $53^{\circ}00'04''$ , a radius of 408.66 feet, and an arc length of 379.10 feet; thence  $N65^{\circ}47'16''E$ , 113.88 feet; thence on the arc of a curve to the left which curve has a central angle of  $65^{\circ}13'34''$ , a radius of 450.00 feet, and an arc length of 512.28 feet to the point of beginning.

\*\*\*\*\*

## METEX 5

Those portions of the Southeast quarter of the Southeast quarter of Section 5, and the Northeast quarter of Section 8, in Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows: commencing at the Northeast corner of said Section 8, thence N89°54'49"W along the North line of said Section for 30 feet to the West right of way line of Marksheffel Road, and the Point of Beginning; thence 1) S0°26'29"W along the said West right of way line, 491.80 feet; 2) S15°38'33"W, 173.70 feet along the boundary of a tract of land described in deed recorded in Book 1848 at Page 84 of the records of the Clerk and Recorder of El Paso County, Colorado, 3) S34°00'39"W, 1,367.50 feet along the Northwesterly right of way line of Highway No. 24; 4) N55°59'21"W, 30 feet along said right of way; 5) S34°00'39"W, 1,091.10 feet along said right of way to a point on the Southerly line of the aforesaid northeast quarter of Section 8; 6) N89°49'21"W, 1,402.50 feet along said Southerly line; 7) Northeasterly on a curve to the left, 258.68 feet, said curve having a radius of 1,032 feet, and a central angle of 14°21'41"; 8) N15°48'38"E, 208.33 feet; 9) on a curve to the right, 138.22 feet, said curve having a radius of 808 feet and a central angle of 09°48'04"; 10) N25°36'42"E, 248.44 feet; 11) on a curve to the right, 725.34 feet, said curve having a radius of 1,018 feet and a central angle of 40°49'06"; 12) N66°25'48"E, 119.23 feet; 13) on a curve to the left, 569.44 feet, said curve having a radius of 1,015 feet and a central angle of 32°08'39"; 14) N34°17'09"E, 1,190 feet more or less, to intersect the South line of said Section 5; thence Easterly on the South line of said Section 5, a distance of 92.00 feet more or less to the Southwest corner of that tract of land described in Book 1830 at Page 152 of said Records; the remaining three courses in this description are on the boundary line of said tract: 1) thence N32°22'07"E, 914.42 feet; 2) thence N49°43'45"E, 320.90 feet; 3) thence S0°20'00"W, 980 feet to the point of beginning.

\*\*\*\*\*



## METEX 6

That portion of the Northeast quarter of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado platted as Tract 1, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Northwest corner of said Tract 1, the following eight courses are along the boundary line of said Tract 1: 1) thence S89°42'30"E, 580.00 feet; 2) thence on the arc of a curve to the right, which curve has a central angle of 90°00'00", a radius of 60.00 feet and an arc length of 94.25 feet; 3) thence S00°17'30"W, 122.08 feet; 4) thence on the arc of a curve to the right, which curve has a radius of 1,450.00 feet, and an arc length of 319.24 feet; 5) thence N75°54'30"W, 86.19 feet; 6) thence on the arc of a curve to the left, which curve has a central angle of 13°48'00", a radius of 630.00 feet, and an arc length of 151.74 feet; 7) thence N89°42'30"W, 371.02 feet; 8) thence N00°17'30"E, 460.00 feet to the point of beginning.

\*\*\*\*\*

## METEX 7

That portion of the northeast quarter of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, platted as Tract 2, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Northwest corner of said Tract 2, the following twelve courses are along the boundary line of said Tract 2: 1) thence  $S89^{\circ}42'30''E$ , 371.02 feet; 2) thence on the arc of a curve to the right, which curve has a central angle of  $13^{\circ}48'00''$ , a radius of 570.00 feet, and an arc length of 137.29 feet; 3) thence  $S75^{\circ}54'30''E$ , 86.19 feet; 4) thence Southerly on the arc of a curve to the right, which curve has a radius of 1,450.00 feet and an arc length of 126.97 feet; 5) thence  $S20^{\circ}17'39''W$ , 86.36 feet; 6) thence on the arc of a curve to the left, which curve has a central angle of  $18^{\circ}37'29''$ , a radius of 1,250.00 feet, and an arc length of 406.33 feet; 7) thence  $N89^{\circ}42'21''W$ , 470.36 feet; 8) thence  $N0^{\circ}17'39''E$ , 101.30 feet; 9) thence on the arc of a curve to the right, which curve has a central angle of  $3^{\circ}41'40''$ , a radius of 1,170.00 feet, and an arc length of 75.44 feet; 10) thence  $N3^{\circ}59'19''E$ , 270.01 feet; 11) thence on the arc of a curve to the left, which curve has a central angle of  $3^{\circ}41'49''$ , a radius of 1,230.00 feet, and an arc length of 75.36 feet; 12) thence  $N0^{\circ}17'30''E$ , 111.27 feet to the point of beginning.

\*\*\*\*\*

## METEX 8

That portion of the northeast quarter of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, platted as Tract 3, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Northeast corner of said Tract 3, the following eight courses are along the boundary line of said Tract 3: 1) thence  $S00^{\circ}17'30''W$ , 460.00 feet; 2) thence Southwesterly on the arc of a curve to the left whose chord bears  $S73^{\circ}47'04''W$ , which curve has a central angle of  $33^{\circ}00'53''$ , a radius of 434.92 feet and an arc length of 250.61 feet; 3) thence  $S57^{\circ}16'37''W$ , 20.00 feet; 4) thence  $N32^{\circ}43'23''W$ , 140.00 feet; 5) thence  $N52^{\circ}43'23''W$ , 310.00 feet; 6) thence  $N21^{\circ}43'21''W$ , 130.00 feet; 7) thence  $N0^{\circ}17'30''E$ , 116.71 feet; 8) thence  $S89^{\circ}42'30''E$ , 626.37 feet to the point of beginning.

\*\*\*\*\*

## METEX 9

Those portions of the North half of Section 6, Township 14 South, Range 65 West of the 6th P.M. and the South half of the South half of Section 31, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado platted as Tract 4, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the most Northerly corner of said Tract 4, the following twelve courses are along the boundary line of said Tract 4: 1) thence S59°29'02"E, 210.41 feet; 2) thence on the arc of a curve to the left, which curve has a radius of 1,320.00 feet, and an arc length of 584.17 feet; 3) thence S3°25'24"W, 26.70 feet; 4) thence on the arc of a curve to the left, which curve has a central angle of 3°25'24"; a radius of 840.00 feet, and an arc length of 50.19 feet; 5) thence S0°00'00" West, 229.64 feet; 6) thence on the arc of a curve to the right, which curve has a central angle of 27°45'00", a radius of 310.00 feet, and an arc distance of 150.14 feet; 7) thence S27°45'00"W, 123.64 feet; 8) thence N62°15'00"W, 17.98 feet; 9) thence on the arc of a curve to the left, which curve has a central angle of 32°30'00", a radius of 390.00 feet, and an arc distance of 221.22 feet; 10) thence S85°15'00"W, 283.16 feet; 11) thence on the arc of a curve to the right, which curve has a radius of 260.00 feet, and an arc length of 127.45 feet; 12) thence N00°00'00"E, 795.72 feet to the point of beginning.

\*\*\*\*\*

METEX 10

That portion of the North half of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, platted as Tract 5, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Northwest corner of said Tract 5, the following nine courses are along the boundary line of said Tract 5: 1) thence easterly on the arc of a curve to the left whose chord bears S83°33'32"E, which curve has a radius of 340.00 feet, and an arc length of 132.82 feet; 2) thence N85°15'00"E, 283.16 feet; 3) thence on the arc of a curve to the right, which curve has a central angle of 32°30'00", a radius of 310.00 feet and an arc length of 175.84 feet; 4) thence S62°15'00"E, 18.33 feet; 5) thence on the arc of a curve to the left whose chord bears S12°39'59"W, which curve has a radius of 390.00 feet, and an arc distance of 172.43 feet; 6) thence S00°00'00"W, 417.89 feet; 7) thence N90°00'00"W, 543.71 feet; 8) thence N27°02'54"W, 40.36 feet; 9) thence N00°00'00"E, 583.29 feet to the point of beginning.

\*\*\*\*\*

That portion of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado more particularly described as follows: Beginning at the Southeast corner of the Northwest quarter of said Section 6; thence  $N00^{\circ}20'50''E$  on the East line of said Northwest quarter, 617.87 feet; thence  $N76^{\circ}30'04''E$ , 188.04 feet; thence  $N27^{\circ}02'54''W$ , 29.05 feet; thence  $S74^{\circ}15'22''W$ , 193.82 feet; thence  $N52^{\circ}52'33''W$ , 676.01 feet; thence  $N82^{\circ}34'31''W$ , 355.98 feet; thence  $N79^{\circ}10'52''W$ , 38.91 feet; thence  $S80^{\circ}07'20''W$ , 204.02 feet; thence  $N78^{\circ}24'15''W$ , 565.95 feet to a point on the Easterly right-of-way line of Waynoka Road as platted in Baab Subdivision as recorded in Plat Book U-2 at Page 55 of the records of the Clerk and Recorder of El Paso County, Colorado; thence departing said Easterly right-of-way line  $S02^{\circ}16'45''E$ , 361.41 feet; thence  $S08^{\circ}30'58''W$ , 810.00 feet; thence  $S09^{\circ}29'02''E$ , 295.00 feet; thence  $S05^{\circ}30'58''W$ , 364.66 feet to a point on the aforementioned Easterly right-of-way line of Waynoka Road; thence Southerly on said Easterly right-of-way line for the following two (2) courses; (1) thence  $S48^{\circ}29'02''E$ , 280.51 feet; (2) thence on the arc of a curve to the right having a central angle of  $28^{\circ}00'48''$ , a radius of 440.00 feet and an arc length of 215.13 feet to a point on the Northerly line of that parcel described in Book 3622 at Page 824 of said Records; thence Easterly on said Northerly line for the following six (6) courses; (1) thence  $N84^{\circ}53'02''E$ , 194.91 feet; (2) thence  $N85^{\circ}53'02''E$ , 113.10 feet; (3) thence  $N56^{\circ}57'57''E$ , 74.50 feet; (4) thence  $N08^{\circ}01'15''E$ , 53.96 feet; (5) thence  $S89^{\circ}59'47''E$ , 527.89 feet; (6) thence  $N87^{\circ}49'22''E$ , 509.76 feet to a point on the Westerly right-of-way line of Tuskegee Place as platted in Cimarron-Westridge Filing No. 3 as recorded in Plat Book V-2 at Page 61 of said Records; thence Northerly and Easterly on the Westerly and Northerly right-of-way line of said Tuskegee Place for the following two (2) courses; (1) thence  $N00^{\circ}20'50''E$ , 31.47 feet; (2) thence on the arc of a curve to the right having a central angle of  $151^{\circ}38'10''$ , a radius of 60.00 feet and an arc length of 158.76 feet to a point on the Northerly line of Tract 3 in said Cimarron-Westridge Filing No. 3; thence Easterly and Northerly on the Northerly and Westerly lines of said Tract 3 for the following two (2) courses; (1) thence  $S89^{\circ}39'10''E$ , 97.21 feet; (2) thence  $N00^{\circ}20'50''E$ , 99.90 feet to a point on the Southerly line of that parcel described in Book 3467 at Page 407 of said Records; thence Westerly, Northerly and Easterly on the Southerly, Westerly and Northerly lines of said tract for the following three (3) courses; (1) thence  $N89^{\circ}39'10''W$ , 280.00 feet; (2) thence  $N00^{\circ}20'50''E$ , 275.00 feet; (3) thence  $S89^{\circ}39'10''E$ , 130.00 feet to a point on the Westerly line of that parcel described in Book 2111 at Page 817 of said records; thence Northerly, Easterly and Southerly on the Westerly, Northerly and Easterly lines of said parcel for the following three (3) courses; (1) thence  $N00^{\circ}20'50''E$ , 185.60 feet; (2) thence  $S89^{\circ}39'10''E$ , 300.00 feet; (3) thence  $S00^{\circ}20'50''W$ , 435.60 feet to a point on the Northerly line of the aforementioned Tract 3 in Cimarron-Westridge Filing No. 3; thence  $S89^{\circ}39'10''E$  on said Northerly line, 30.00 feet to a point on the East line of the

Southwest quarter of said Section 6; thence N00°20'50"E on said  
East line, 609.20 feet to the Point of Beginning.

\*\*\*\*\*

## METEX 12

A tract of land located in the Southwest quarter of Section 6, Township 14 South, Range 65 West of the 6th P.M. in El Paso County, Colorado more particularly described as follows: Commencing at the South quarter corner of said Section 6, thence  $N00^{\circ}20'50''E$ , 888.80 feet to the point of beginning; thence (1)  $S00^{\circ}20'50''W$ , 848.80 feet along the East line of said Southwest quarter to the North right of way line of Omaha Boulevard; (2)  $N89^{\circ}59'47''W$ , 2,172.00 feet along the North right of way line of said Omaha Boulevard to a point which is 563.85 feet East of the Southwest corner of said Section 6; (3)  $N00^{\circ}00'13''E$ , 110.00 feet; (4)  $N16^{\circ}39'11''E$ , 607.81 feet; (5)  $N14^{\circ}18'25''E$ , 554.82 feet to the South right of way line of Palmer Park Boulevard at a point which is 864.99 feet East and 50 feet South of the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 6; (6)  $S89^{\circ}59'47''E$  on said right of way line, 972.43 feet; (7) on a curve to the left on the South right of way line of said Palmer Park Boulevard, said curve having a radius of 1,500.00 feet, a central angle of  $09^{\circ}41'46''$ , and an arc length of 253.84 feet; (8)  $S52^{\circ}40'27''E$ , 402.12 feet; (9)  $S61^{\circ}12'11''E$ , 332.88 feet; (10)  $N87^{\circ}02'40''E$ , 29.36 feet to the point of beginning.

\*\*\*\*\*



## METEX 13

That portion of Section 13, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the northwesterly corner of Lot 14 in Templeton Gap Heights - Filing No. 2 as recorded in Plat Book J-2 at Page 18 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence  $N89^{\circ}45'20''E$  (all bearings used in this description are relative to the South line of said Lot 14, platted as  $S89^{\circ}45'20''W$ ) on the Northerly line of Lots 14, 15, and 16 in said Subdivision, 816.23 feet; thence on the arc of a curve to the left on the Northerly line of said Lot 16, having a central angle of  $16^{\circ}00'27''$ , a radius of 593.00 feet and an arc length of 165.67 feet to a point on the Easterly line of said Lot 16; thence  $S16^{\circ}15'07''E$  on said easterly line, 659.37 feet to a point on the southerly line of said Lot 16; thence  $S89^{\circ}45'20''W$  on the southerly line of said Lots 16, 15, and 14, 1,161.57 feet to a point on the Westerly line of said Lot 14; thence  $N00^{\circ}14'40''W$  on said Westerly line, 610.81 feet to the point of beginning.

\*\*\*\*\*

METEX 14

That portion of the East half of Section 12, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Southwest corner of Lot 32, Templaton Gap Heights Filing No. 3 as recorded in Plat Book K-2 at Page 23 of the Records of the Clerk and Recorder of El Paso County, Colorado; the following four courses are on the Westerly and Northerly lines of said Lot 32: 1) thence  $N00^{\circ}00'00''E$ , 457.54 feet; 2) thence  $E00^{\circ}00'00''S$ , 190.50 feet; 3) thence  $S82^{\circ}24'20''E$ , 50.53 feet; 4) thence  $E00^{\circ}00'00''S$ , 190.50 feet; the following five courses are on the Westerly, Northerly, and Easterly lines of Lot 30 in said Filing No. 4: 1) thence  $N00^{\circ}00'00''E$ , 106.54 feet; 2) thence on the arc of a curve to the right, having a central angle of  $26^{\circ}00'00''$ , a radius of 555.50 feet, and an arc length of 252.08 feet; 3) thence  $N26^{\circ}00'00''E$ , 156.66 feet; 4) thence  $S64^{\circ}00'00''E$ , 531.50 feet; 5) thence  $S26^{\circ}00'00''W$ , 185.00 feet; the following six courses are on the Northeasterly, Southeasterly and Southerly line of Lot 29, in said Filing No. 3: 1) thence  $S64^{\circ}00'00''E$ , 403.00 feet; 2) thence  $S26^{\circ}47'26''W$ , 236.19 feet; 3) thence  $S51^{\circ}45'00''W$ , 316.00 feet; 4) thence  $S82^{\circ}00'00''W$ , 296.00 feet; 5) thence Southerly on the arc of a curve to the right, whose chord bears  $S19^{\circ}25'59''W$ , having a central angle of  $09^{\circ}46'32''$ , a radius of 453.00 feet, and an arc length of 77.29 feet; 6) thence  $S24^{\circ}19'15''W$ , 3.19 feet; thence on the arc of a curve to the left on the Northerly right of way line of Coral Street, as platted in said Filing No. 3, whose chord bears  $N76^{\circ}17'35''W$ , having a central angle of  $27^{\circ}24'50''$ , a radius of 556.00 feet, and an arc length of 266.02 feet; thence  $W00^{\circ}00'00''N$ , 394.00 feet to the point of beginning.

\*\*\*\*\*

METEX 15

That portion of the East half of Section 12, Township 13 South, Range 66 West of the 6th P.M., described as follows: Beginning at the Northeast corner of Templeton Gap Heights Filing No. 4, as recorded in Plat Book L-2 at Page 17 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence  $N00^{\circ}08'59''E$  along the West right of way line of Powers Boulevard, 2122.19 feet to a point on the South right of way line of Woodman Road as recorded in Book 2839 at Page 261 of said Records; thence  $S89^{\circ}45'55''W$  along said South right of way line, 2,407.96 feet; thence  $S00^{\circ}00'00''E$  along the East line of that tract of land recorded in Book 3162 at Page 481 of said Records, 1,170.29 feet to a point on the North line of said Filing No. 4; thence along the following 12 courses of the North boundary of said Filing No. 4: 1)  $N90^{\circ}00'00''E$ , 60.00 feet; thence 2)  $S00^{\circ}00'00''E$ , 735.00 feet; thence 3)  $N90^{\circ}00'00''E$ , 135.00 feet; thence 4) along the arc of a curve to the left having a central angle of  $39^{\circ}07'28''$ , a radius of 135.00 feet, and an arc length of 92.19 feet; thence 5)  $S39^{\circ}07'28''E$ , 482.14 feet; thence 6)  $N26^{\circ}00'00''E$ , 285.00 feet; thence 7)  $S64^{\circ}00'00''E$ , 1,072.50 feet; thence 8)  $S41^{\circ}22'49''E$ , 65.00 feet; thence 9)  $S64^{\circ}00'00''E$ , 60.00 feet; thence 10) along the arc of a curve to the right having a central angle of  $30^{\circ}02'21''$ , a radius of 50.00 feet and an arc length of 26.21 feet; thence 11)  $N56^{\circ}02'21''E$ , 215.69 feet; thence 12)  $S64^{\circ}00'00''E$ , 78.44 feet to a point on the Northwesterly line of Lot 38 in said Templeton Gap Heights Filing No. 4; thence Southwesterly, Southeasterly and Northeasterly on the Northwesterly, Southwesterly and Southeasterly lines of said Lot 38 for the following twelve (12) courses; (1) thence  $S15^{\circ}05'00''W$ , 276.62 feet; (2) thence  $S56^{\circ}21'12''W$ , 109.96 feet; (3) thence  $S65^{\circ}45'00''W$ , 155.00 feet; (4) thence on the arc of a curve to the right having a central angle of  $27^{\circ}30'00''$ , a radius of 220.00 feet and an arc length of 105.59 feet; (5) thence  $S03^{\circ}15'00''W$  on a non-tangent line to said curve, 190.00 feet; (6) thence on the arc of a curve to the left whose chord bears  $N79^{\circ}30'00''E$ , having a central angle of  $27^{\circ}30'00''$ , a radius of 410.00 feet and an arc length of 196.79 feet; (7) thence  $N65^{\circ}45'00''E$  on the forward tangent to said curve, 230.00 feet; (8) thence on the arc of a curve to the left having a central angle of  $50^{\circ}40'00''$ , a radius of 216.00 feet and an arc length of 191.01 feet; (9) thence  $N15^{\circ}05'00''E$  on the forward tangent to said curve, 218.00 feet; (10) thence on the arc of a curve to the right having a central angle of  $75^{\circ}05'43''$ , a radius of 130.00 feet and an arc length of 170.39 feet; (11) thence  $S89^{\circ}49'17''E$  on the forward tangent to said curve, 76.84 feet to a point on the Westerly right-of-way line of Powers Boulevard as platted in said Templeton Gap Heights Filing No. 4; (12) thence  $N00^{\circ}08'59''E$  on said Westerly right-of-way line, 380.00 feet to the Point of Beginning.

\*\*\*\*\*

That portion of the West half of the East half of Section 12, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, platted as Lot 43, Templeton Gap Heights Filing No. 4 as recorded in Plat Book L-2 at Page 17 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Southwest corner of said Lot 43, the following six courses are on the boundary lines of said Lot 43: 1) thence  $80^{\circ}00'00''$ S, 180.64 feet; 2) thence  $N00^{\circ}00'00''$ E, 1,290.00 feet; 3) thence  $W00^{\circ}00'00''$ N, 68.68 feet; 4) thence Westerly on the arc of a curve to the right, whose chord bears  $W00^{\circ}00'00''$ N, having a central angle of  $120^{\circ}00'00''$ , a radius of 60.00 feet and an arc length of 125.66 feet; 5) thence  $W00^{\circ}00'00''$ N, 8.04 feet; 6) thence  $S00^{\circ}00'00''$ W, 1,290.00 feet to the point of beginning.

\*\*\*\*\*

METEX 17

That portion of the Southeast quarter of Section 12, Township 14 South, Range 66 West of the 6th P.M., El Paso County, Colorado more particularly described as follows: Commencing at the Southeast corner of the Southeast quarter of said Section 12; thence N00°11'50"E on the East line of said Southeast quarter, 130.00 feet to a point on the Northerly right-of-way line of U.S. Highway No. 24 as described in deed recorded in Book 1624 at Page 480 of the records of the Clerk and Recorder of El Paso County, Colorado and the POINT OF BEGINNING; thence Westerly on said Northerly right-of-way line of U.S. Highway No. 24 for the following three (3) courses; (1) thence N89°43'10"W, 783.70 feet; (2) thence on the arc of a curve to the right having a central angle of 03°35'00", a radius of 3,660.00 feet and an arc length of 354.00 feet; thence N86°08'10"W on the forward tangent to said curve, 1,124.86 feet; thence N03°10'00"E, 534.69 feet; thence N00°10'00"E, 11.32 feet to a point on the Southerly line of that parcel described in Book 2336 at Page 572 of said Records; thence Easterly, Northerly and Westerly on the Southerly, Easterly and Northerly lines of said parcel for the following three (3) courses; (1) thence S89°50'00"E, 62.39 feet; (2) thence N00°10'00"E, 300.00 feet; (3) thence N89°50'00"W, 61.67 feet; thence N03°41'40"E, 637.67 feet; thence on the arc of a curve to the right having a central angle of 13°30'00", a radius of 437.50 feet and an arc length of 103.08 feet; thence N17°11'40"E on the forward tangent to said curve, 210.37 feet; thence on the arc of a curve to the right having a central angle of 41°00'24", a radius of 644.50 feet and an arc length of 461.27 feet; thence N58°12'04"E on the forward tangent to said curve, 612.52 feet to a point on the Southerly right-of-way line of Galley Road as described in deed recorded in Book 2336 at Page 571 of said Records; thence S86°13'35"E on said Southerly right-of-way line, 1,321.33 feet to a point on the aforementioned East line of the Southeast quarter of said Section 12; thence S00°11'05"E on said East line, 2,469.12 feet to the Point of Beginning.

\*\*\*\*\*

METEX 18

That portion of the East half of Section 1, Township 14 South, Range 66 West of the 6th P.M., El Paso County, Colorado more particularly described as follows: Commencing at the East quarter corner of said Section 1; thence N85°51'36"W on the South line of the Northeast quarter of said Section, 30.06 feet to a point on a line being 30.00 feet Westerly of and parallel with the East line of said Northeast quarter of Section 1; thence N00°35'09"E, 695.90 feet to a point on the Northwesterly line of that parcel of land described in Book 2689 at Page 850 of the records of the Clerk and Recorder of El Paso County, Colorado; thence S30°35'22"W on said Northwesterly line, 775.76 feet to a point on the South line of the Northeast quarter of said Section 1; thence S85°51'36"E on said South line, 156.83 feet to a point on the Westerly line of Parcel R as described in Book 3267 at Page 406 of said Records; thence Southerly on said Westerly line for the following eight (8) courses; (1) thence S41°36'46"W, 549.11 feet; (2) thence on the arc of a curve to the right having a central angle of 26°48'16", a radius of 923.00 feet and an arc length of 431.80 feet; (3) thence S68°25'02"W on the forward tangent to said curve, 197.69 feet; (4) thence on the arc of a curve to the left having a central angle of 83°18'25", a radius of 44.00 feet and an arc length of 63.98 feet; (5) thence S14°53'23"E on the forward tangent to said curve, 123.42 feet; (6) thence on the arc of a curve to the right having a central angle of 64°55'00", a radius of 171.50 feet and an arc length of 194.31 feet; (7) thence S50°01'37"W on the forward tangent to said curve, 152.93 feet; (8) thence S00°25'33"W, 54.41 feet to a point on the Northerly right of way line of Palmer Park Boulevard; thence S85°55'14"E on said Northerly right of way line, 335.45 feet; thence S87°53'42"E on said Northerly right of way line, 953.61 feet to a point on a line being 30.00 feet Westerly of and parallel with the East line of the Southeast quarter of said Section 1; thence N00°28'25"E on said parallel line, 1,270.41 feet to the Point of Beginning.

\*\*\*\*\*

## METEX 19

That portion of the Southeast quarter of the Southeast quarter of Section 1 and of the East half of the Northeast quarter of Section 12, Township 14 South, Range 66 West of the 6th P.M., El Paso County, Colorado described as Parcel N and Parcel M in Book 3267 at Page 410 of the records of the Clerk and Recorder of El Paso County, Colorado and being more particularly described as follows: Commencing at the Southeast corner of said Section 1; thence N85°56'27"W on the South line of the Southeast quarter of said Section 1, 30.06 feet to a point on a line being 30.00 feet Westerly of and parallel with the East line of the Southeast quarter of said Section 1 and the point of beginning; thence N00°28'25"E on said parallel line, 1,268.98 feet to a point on the Southerly right of way line of Palmer Park Boulevard; thence Westerly on said Southerly right of way line for the following two (2) courses; (1) thence N87°53'49"W, 956.75 feet; (2) thence N85°55'14"W, 332.23 feet to a point on the West line of the Southeast quarter of the Southeast quarter of said Section 1; thence S00°25'33"W on said West line, 1,237.13 feet to a point on the South line of the Southeast quarter of said Section 1; thence S85°56'27"E on said South line, 267.98 feet to a point on the Westerly line of Block 3 (now vacated) as platted in Rustic Hills Subdivision No. 3 as recorded in Plat Book F-2 at Page 57 of said Records; thence Southerly, Easterly and Northerly on the Westerly, Southerly and Easterly lines of said Block 3 for the following seven (7) courses; (1) thence S25°56'27"E, 1,086.83 feet; (2) thence on the arc of a curve to the right having a central angle of 31°30'45", a radius of 264.15 feet and an arc length of 145.28 feet; (3) thence S05°34'18"W on the forward tangent to said curve, 1,063.20 feet; (4) thence on the arc of a curve to the right having a central angle of 50°31'30", a radius of 229.29 feet and an arc length of 202.19 feet; (5) thence S56°05'48"W on the forward tangent to said curve, 449.87 feet to a point on the Northerly right of way line of Galley Road as platted in said Subdivision; (6) thence S85°54'12"E on said Northerly right of way line, 1,065.36 feet to a point on the Westerly right of way line of Powers Boulevard, as platted in said Subdivision; (7) thence N00°29'33"E on said Westerly right of way line, 2,600.29 feet to a point on the North line of the Northeast quarter of said Section 12; thence S85°56'27"E on said North line, 10.02 feet to the Point of Beginning.

\*\*\*\*\*

EXHIBIT "B"

(Attach Copy of Form of Oath)



DISTRICT COURT, EL PASO COUNTY, COLORADO

Civil Action No. 85CV3845 Division No. 9

## OATH OF OFFICE

IN THE MATTER OF THE ORGANIZATION OF THE METEX METROPOLITAN  
DISTRICT

I, \_\_\_\_\_, do solemnly swear or affirm  
that I will faithfully perform the duties of the office of  
Director of Metex Metropolitan District, in the County of El Paso  
and State of Colorado, as required by law, and that I will  
support the Constitution of the United States, the Constitution  
of the State of Colorado and the laws made pursuant thereto.

\_\_\_\_\_  
Director

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

Subscribed and sworn to before me this \_\_\_\_\_ day of  
January, 1986.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

(SEAL)

BOOK 5112 PAGE 0321

EXHIBIT "C"  
(Attach Copy of Service Plan)

METEX  
METROPOLITAN DISTRICT  
SERVICE PLAN  
April 5, 1985  
AS AMENDED  
November 14, 1985  
TO INCORPORATE CONDITIONS OF  
MAY 23, 1985  
APPROVAL BY THE EL PASO COUNTY  
BOARD OF COUNTY COMMISSIONERS,  
RESOLUTION NO. 85-219, LAND USE - 133

PROPOSED FACILITY  
POWERS BOULEVARD EXPRESSWAY  
Highway 24 to Woodmen Road

Original Plan Filed April 9, 1985

CHAPTER I  
INTRODUCTION

This Service Plan is submitted in accordance with Section 32-1-201, C.R.S., et seq., as amended (the Control Act), and consists of numbered pages 1 through 21, included and attached Tables 1 through 5, Figures 1 and 2, and Appendix's A through E, all of which together constitute the Service Plan. In the event of a conflict between the terms of Appendix E and any other part of the Service Plan, the terms of Appendix E shall control regardless of whether Appendix E is executed.

The name of the proposed special district is METEX Metropolitan District (METEX). The services to be provided by METEX are street improvement and safety protection through traffic and safety control devices, as authorized in Section 32-1-1004(2), C.R.S.

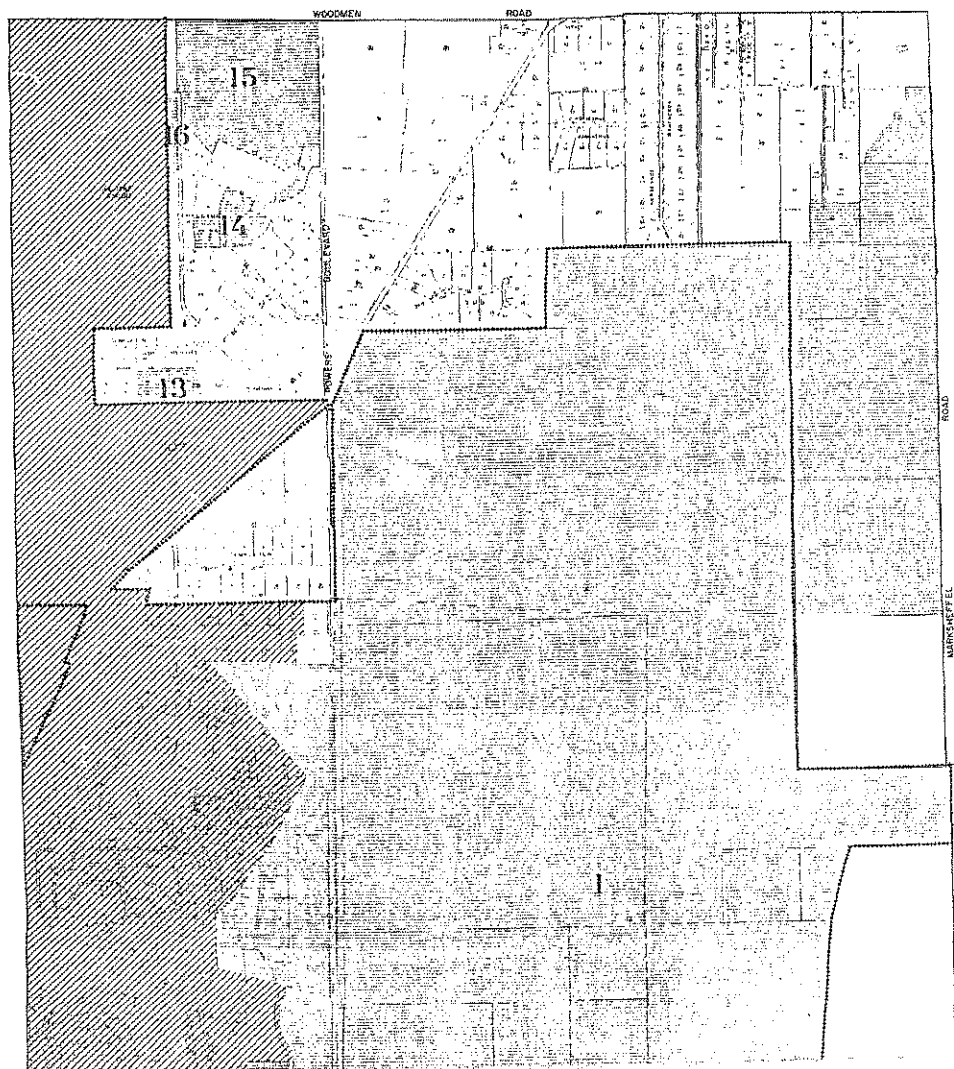
Initial inclusion of real property within the METEX boundaries shall be with the consent of the landowner; subsequent inclusion shall be pursuant to intergovernmental agreements and the applicable statutory inclusion procedure. The METEX boundaries do not presently include and shall not include in the future any presently zoned or platted residential property or any presently existing residential dwelling whose owners do not volunteer or elect to join METEX except as described in Chapter III.

METEX is located generally to the east of the City of Colorado Springs, and includes property that is inside and outside the city

limits. The portion outside the City of Colorado Springs is entirely within unincorporated El Paso County, Colorado. The initial boundaries of METEX are described on Figure 1 and shall be the boundaries of the noncontiguous real property that is initially included. Such boundaries are within a broader service area bounded by the south right-of-way of Woodmen Road on the north, the north rights-of-way of Platte Avenue and Highway 24 east of Peterson Road on the south, the west right-of-way of Macksheffel Road on the east, and the section lines one mile west of the eastern line of Range 66 West. See Figure 1 for a graphic representation of the service area and the property to be initially included within the METEX boundaries, the property to be permanently excluded, and the property possibly subject to later one time charge for the facilities to be provided by METEX unless included within the METEX boundaries pursuant to Chapter III and applicable statutory inclusion procedures upon petition for inclusion filed by or with the consent of the landowner within three months of the date of final formation of METEX.

The services to be provided by METEX are as follows:

1. To finance and construct Powers Boulevard between Platte Avenue/Highway 24 and Woodmen Road to relieve existing traffic overloading in identified and active growth areas on the eastern fringe of the City of Colorado Springs, to provide safe and efficient major traffic flow routes for accommodating increased traffic loads as development of the area served



Map of the City of St. Louis, Missouri, showing the proposed city limits and the proposed city service area. The map is divided into 19 numbered areas. A legend in the bottom right corner defines the symbols: a solid black area for 'INITIAL INCLUSION PROPOSED', a hatched area for 'PERMANENT EXCLUSION PROPOSED', a dashed line for 'CITY LIMITS', and a white area for 'PROPOSED SUBURBAN SERVICE'. The map shows the city limits extending to the Mississippi River and the proposed service area covering the surrounding regions.

INITIALLY INCLUDED PROPERTY

PERMANENTLY EXCLUDED PROPERTY

PROPERTY POSSIBLY SUBJECT TO LATER CHANGE

----- CITY LIMITS

— SERVICE AREA

proceeds and the access needs resulting from increasing military facility activities at Peterson Air Force Base and the Consolidated Space Operations Center (CSOC) become more demanding, to provide adequate drainage across and along street right-of-ways for Sand Creek and tributary drainage ways in the form of a bridge and culverts sized in accordance with City of Colorado Springs storm drainage standards, to maintain traffic controls and flow during times of storm runoff; and,

2. To provide safety protection through traffic control markings (striping), signs, and underground conduits for traffic control signals to employ standard control devices. The City of Colorado Springs, in cooperation with El Paso County, will install, operate, and maintain the automatic traffic control lights on the proposed section of Powers Boulevard.

## CHAPTER II

### PURPOSE

The purpose of METEX is to provide on a planned, flexible, and cost effective basis, essential services to and for the benefit of the inhabitants and users of the METEX facilities. As noted in detail in Chapter I, such services shall include street improvements and safety protection through traffic and safety control devices for Powers Boulevard and its related facilities only.



The prospect of obtaining one or more of the services set forth above from existing governmental entities has been investigated in depth. It has been determined that the interests of the inhabitants and users of METEX facilities will best be served by the organization of METEX for the following reasons:

1. greater flexibility in the timing of improvements so that need can be satisfied with adequate facilities;
2. allowing other entities to direct available tax revenues in the near, mid and long-term toward solving serious infrastructure deficiencies and safety hazards within the now existing community;
3. relieving existing congested traffic conditions and providing for predictable, unavoidable increased traffic loading in the future;
4. ready availability of certain right-of-ways which have been arranged for with landowners and by local governments;
5. local decision-making opportunities; and
6. professional management.

The following existing service providers in the general area have been investigated:

- \* City of Colorado Springs
- \* El Paso County

Budgetary constraints, general property tax limitations, and a strong community sentiment for the use of available funds for upgrading in the existing community eliminate both of the above entities as realistic alternatives. All but the sixth factor listed above as reasons for the organization of METEX would not be fulfilled through association with these entities, a result which would work to the detriment of the inhabitants and users of the METEX facilities.

In keeping with this cooperative approach to regional improvement, METEX will be formed to finance and construct these needed improvements to Powers Boulevard. The City of Colorado Springs and El Paso County (each within its jurisdictional area) will maintain these facilities using their budgeted funds following construction by METEX and final acceptance of the facilities in accordance with City of Colorado Springs ordinance or El Paso County regulation; this can be accomplished in phases. There is an estimated present residential population of 10,000 within the service area, all of whom are excluded from being within the METEX noncontiguous boundaries unless they subsequently request that their property be included pursuant to the applicable statutory inclusion procedures. All such persons will nonetheless be allowed to use the facilities installed by METEX. The present residential population within the METEX boundaries is zero. However, there is a measured traffic

( loading of 15,000 vehicle trips per day on Powers Boulevard at Palmer Park as of February 1985. The residential population buildup from property to be included within METEX is projected to start in the Fall of 1985 on a slow buildup basis. The METEX residential population is expected to average 16.8 persons per residential acre based on seven dwelling units per acre, each averaging 2.4 persons per unit. There are an estimated 4,159 acres planned for residential use within METEX. The population within the METEX service area should total 69,871 at the end of 2004. The number of people benefiting from the METEX facilities is expected to be at least three times the residential population when the commercial and industrial facilities within the METEX service area are accounted for. There are an estimated 1,069 acres planned for commercial, office and industrial land uses within METEX.

#### CHAPTER III

##### SERVICE AREA, BOUNDARIES AND PLANNED IMPROVEMENTS

( METEX is located generally at the eastern fringe of the City of Colorado Springs, partially in the City with the balance in unincorporated El Paso County. Some of the real property to be initially included within the noncontiguous boundaries of METEX is in the process of being annexed into the City, while the remaining property may or may not become subject to annexation considerations in the future. The initial noncontiguous boundaries of METEX lie with the service area described in Figure 1.

The legal description of the noncontiguous properties to be initially included within the boundaries of METEX are set forth in Appendix A.

The initial boundaries of METEX include only the real property of those landowners who have consented to include their property within METEX. These initial boundaries do not include any presently zoned or platted residential property or any presently existing residential dwellings whose owners have not consented to inclusion.

Certain property within the service area, as depicted on Figure 1, is permanently excluded from the METEX boundaries or participation in the cost of the facilities to be provided by METEX.

Any non-excluded property that becomes included within the METEX boundaries upon petition for inclusion into METEX filed by or with the consent of the landowner within three months of the final formation of METEX shall be deemed to have been initially included within the METEX boundaries for all purposes.

All other non-excluded property remaining outside of the initial METEX boundaries and within the service area shall be charged for any METEX improvements if one of the following occurs:

- a. Real property within the City of Colorado Springs
  - i. Landowner consent to the charge
  - ii. Subdivision, platting or replatting as permitted by

City Subdivision Code by or with the consent of the  
landowner owning real property adjoining Powers  
Boulevard

- b. Real property outside the City of Colorado Springs within  
El Paso County
  - i. Landowner consent to the charge
  - ii. Subdivision, platting, replatting (without  
regard for the fact that such property may have been  
platted prior to the date of conditional approval of  
this Service Plan) or rezoning of property by or with  
the consent of the landowner
  - iii. Annexation into the City of Colorado Springs

Such charges shall be on a one time basis with respect to any such  
non-excluded property that is located outside of the METEX  
boundaries and within the service area, and determined and  
collected pursuant to intergovernmental agreement between the City  
of Colorado Springs, El Paso County, Colorado and METEX as set  
forth in Appendix D.

METEX lies wholly within El Paso County, Colorado. No portion of  
METEX is within any other special district providing the same  
services.

The scope of improvements along the designated portion of Powers  
Boulevard which will be planned, financed and constructed by METEX  
is shown in Figure 2.

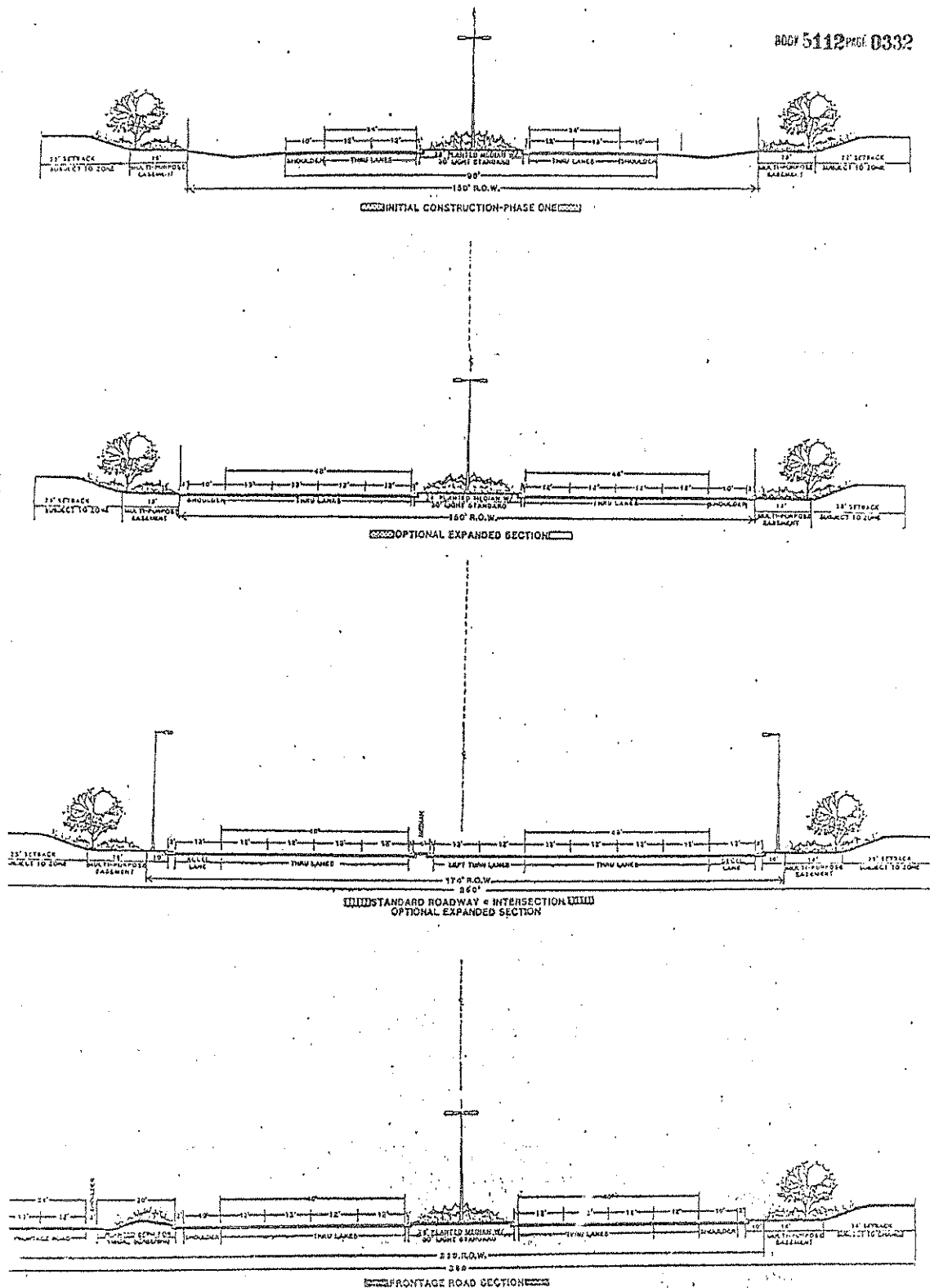


FIGURE 2.

# POWERS BOULEVARD PROPOSED ROADWAY SECTIONS

- Notes:
1. UTILITY TRANSMISSION R.O.W. TO BE DETERMINED.
  2. INJURY RESPONSIBLE FOR INITIAL PHASE ONE CONSTRUCTION AND PHASE ONE DETERMINING OF TWO LANE ON SOUTH SIDE OF R.O.W. ONLY.

METEX shall be responsible for improvements to Powers Boulevard, which shall include design and paving of four traffic lanes and necessary facilities, grading of right-of-way across the entire roadway width based on utility and expansion lane needs, bridge crossing at Sand Creek, street lighting, striping, turn lane provisions, signs, drainage culverts, landscaping right-of-way improvements, the construction of the Powers Boulevard and Platte Avenue intersection, along with the transition to the existing Powers Boulevard south of Platte Avenue. The City of Colorado Springs and El Paso County, subject to funding, shall be responsible for acquisition of necessary right-of-way. METEX shall cooperate and review the feasibility of front ending the acquisition costs subject to reimbursement from the City and County. The terms and conditions of these reimbursements are further set forth in Appendix D. The minimum right-of-way width will vary from 150 feet in non-intersection areas to 174 feet at each intersection. The minimum right-of-way width shall be 218 feet where frontage roads are necessary based on final roadway design. The final roadway design shall be reviewed and approved by the appropriate City of Colorado Springs and/or El Paso County departments. The County and/or City shall participate in the preliminary and final selections of the project engineer for Powers Boulevard.

CHAPTER IV  
DEVELOPMENT ANTICIPATION

Most land included within the noncontiguous boundaries of METEX is currently undeveloped. Development activity within METEX is proceeding rapidly, and ranges from land undergoing active development to land in the early master planning, platting and annexation stages. This development activity includes a blended mix of residential, commercial, office and industrial development to meet the needs of the growing regional community. The absorption rates for residential, office, commercial and industrial land and improvements have been conservatively estimated by first, projecting regional growth rates and development cycles from historical growth performance figures, and second, by estimating the share of the future regional market that would be contained within the District's boundaries. Care has been taken in estimating that commercial development will lag residential development as a part of the conservative approach. Table 1 shows the absorption, or buildout assumptions which resulted from these estimates.

TABLE 1  
ESTIMATED ABSORPTION RATES

YEAR	COMMERCIAL-OFFICE-INDUSTRIAL			RESIDENTIAL		
	REGIONAL TOTAL SQ.FT.	METEX ANNUAL MARKET SHARE	METEX ANNUAL SQ.FT.	REGIONAL TOTAL HOUSING UNITS	METEX ANNUAL MARKET SHARE	METEX ANNUAL HOUSING UNITS
1985	2,336,000	.0%	0	5,630	.0%	0
1986	2,586,000	2.0%	51,700	6,690	3.7%	248
1987	1,097,000	3.0%	32,910	3,820	14.0%	535
1988	2,763,000	7.0%	193,410	6,760	14.0%	946
1989	4,046,000	9.0%	364,140	9,170	14.0%	1,284
1990	3,223,000	10.0%	322,300	7,810	14.0%	1,093



1991	1,993,000	11.0%	219,230	5,630	14.0%	788
1992	1,423,000	14.0%	199,220	4,650	14.0%	651
1993	598,000	15.0%	89,700	3,180	14.0%	445
1994	2,998,000	15.0%	449,700	7,610	14.0%	1,065
1995	4,144,000	15.0%	621,600	9,920	14.0%	1,389
1996	5,111,000	15.0%	766,650	11,930	14.0%	1,670
1997	3,586,000	15.0%	537,900	9,620	14.0%	1,347
1998	1,960,000	15.0%	294,000	6,310	14.0%	883
1999	924,000	15.0%	138,600	4,360	14.0%	610
2000	3,580,000	15.0%	537,000	9,390	14.0%	1,315
2001	4,859,000	15.0%	728,850	11,980	14.0%	1,677
2002	5,803,000	15.0%	870,450	13,980	14.0%	1,957
2003	4,544,000	15.0%	681,600	11,800	14.0%	1,652
2004	2,465,000	15.0%	369,750	7,970	14.0%	1,116

The sum of acres included within the District's boundaries are 5,270. The land absorbed by the land uses shown in Table 1 equals this number of acres, and the land use values conform with existing land use planning documents for the included property.

#### CHAPTER V

##### CAPITAL IMPROVEMENTS DESIGN CRITERIA, BUDGET, AND SCHEDULE

The design criteria to be followed are included in Appendix B. The pavement cross section shall be designed to AASHTO Standards for pavement depth manual entitled "A Policy on Geometrical Design of Highways and Streets 1984". (The 1984 manual supersedes any reference to the 1973 manual).

The City of Colorado Springs and/or El Paso County shall be responsible for Powers Boulevard right-of-way procurement pursuant to proposed intergovernmental agreement. METEX shall cooperate with the City of Colorado Springs and/or El Paso County for

right-of-way procurement as necessary, subject to reimbursement agreements with the City of Colorado Springs and/or County of El Paso. METEX shall be responsible for final design and construction as detailed in Chapter III.

Attached Table 2 shows the cost estimates for these improvements based on 1986 costs.

It is estimated that the District will recover \$602,784 in earned fees from the Sand Creek Basin bridge fund under existing drainage and bridge fee ordinances.

The actual Phase Plan shall be determined by METEX, subject to approval by the City of Colorado Springs and El Paso County. It is anticipated that the METEX project will proceed under the following Phase Plan for financial risk management control:

PHASE PLAN

<u>Phase</u>	<u>Stage</u>	<u>Activity Description</u>
1.	A.	Preliminary designs and ultimate right-of-way descriptions and documentation.
	B.	Detail design and construction documents for the ultimate project.
	C.	Construction of from 40% to 86% of the total footage of the road including the ultimate width box culvert at Sand Creek with four traffic lanes.
	D.	Construction of the balance of the project, and as-built drawings correlated with ultimate future plans.
2.	A.	Construction by the County and/or City of the remaining two lanes.

The estimated schedule for implementation of the above Phase Plan in 1986 dollars is as follows:

<u>Phase</u>	<u>Stage</u>	<u>Date Budgeted</u>	<u>Budget Amount</u>	<u>Budget Purpose</u>
1.	A.-B.	Jan/Feb 1986	\$1,500,000.	Phase 1.A.-B. Activities
1.	C.	Jan 1987	\$4,000,000.	Phase 1.C. Activities
1.	C.	Dec 1987	\$2,775,486.	Balance of Phase 1.C. Activities
1.	D.	Jan 1988	\$4,810,457.	Phase 1.D. Activities
Total			\$13,085,943.	

The cost estimates are order of magnitude. Unit prices have been obtained from bids on similar work, and contractors unit prices are also used. Quantities for the various cost items have been derived from the preliminary design. About 50% of the needed right-of-way has been donated to the City of Colorado Springs and/or El Paso County by various landowners as an expression of their recognition of the need for the expressway. It is estimated that the amount of right-of-way which may have to be purchased (direct purchase or through condemnation) is 17.6 acres. Total cost is estimated to be \$881,654 using \$50,094 per acre (\$1.15 per square foot). The County and/or City shall not reimburse METEX for right-of-way within METEX boundaries. METEX participants or customers may not be reimbursed by the District for public right-of-way unless City and County approval is granted. The County and/or City may acquire the additional right-of-way required for Powers Boulevard through dedication, purchase, or condemnation. METEX will be reimbursed for right-of-way acquired by the County and/or City within the

above guidelines if METEX provides the money for the acquisition. The basis for managing the costs associated with right-of-way procurement is addressed in Chapter VI. The City of Colorado Springs has adopted policies which will act to encourage the donation of more right-of-way, and cooperation from all property within the METEX service area.

It is intended, and agreed to by the City of Colorado Springs, that the City will take over all maintenance on the portion of Powers Boulevard within the METEX service area after completion of a one-year warranty on all construction and final acceptance in accordance with City of Colorado Springs ordinance or El Paso County resolution; this can be accomplished in phases. In turn, the City will cooperate with El Paso County concerning the maintenance of the sections of Powers Boulevard within the METEX service area which will remain in the County. The coverage for the costs associated with the maintenance of the improvements will be provided for under the terms and conditions of a construction contract, and an adequate bond will be posted by the contractor to guarantee that needed maintenance work will be accomplished.

#### CHAPTER VI

#### FINANCIAL ANALYSIS

The estimated cost of organization of METEX, including legal, financial analysis, and engineering services is \$300,000. Funds covering portions of these services have been advanced and will be

paid by METEX out of its initial General Obligation bond issue. The improvements to be constructed by METEX will be financed primarily by the issuance of General Obligation bonds to be authorized and issued in accordance with the authorizing act approved by the Colorado Legislature. The bonds, when issued, will mature in no more than twenty (20) years from the date of issuance with the first maturity being not later than three (3) years from their date as required by statute. The proposed maximum interest rate will be eighteen percent (18%), and the maximum discount will be five percent (5%). The exact interest rates and discounts will be established at the time the bonds are sold by METEX and will reflect market conditions at the time of the sale. These rates and charges have been estimated in the financing plan and are competitive with similar districts in the area.

The sale of the General Obligation bonds will be timed to provide the needed capital for debt retirement of all kinds and to cover administrative costs as well. It will also be important for the METEX Board of Directors to invest, in legal investments, any monies which may include construction funds, capitalized interest, reserve funds, and bond proceeds, to assist in the sound financial planning for METEX.

The following guidelines will be followed to ensure the economic viability of METEX:

1. FINANCING: It will be the intention of METEX to provide street improvements and safety protection through traffic and

safety control devices to coincide with the needs of the inhabitants and users of the METEX facilities consistent with sound financial planning and control. General Obligation bonds will be issued as needed to provide capital for the METEX facilities. METEX will have five main sources of income, which are as follows:

(a) Tax Revenues: Ad valorem taxes will be levied against all property included within the boundaries of METEX. This is a means of ensuring to the fullest extent possible that those property owners causing the need for the facilities, or receiving commercial benefit from the facilities, share in the costs of those facilities which benefit all properties within METEX;

(b) Capitalized Interest and Reserve Fund: Proceeds received directly from bond issues to provide funds for interest payments for the early years in each bond issue, as well as to provide a reserve fund to protect the bondholder and METEX from any shortfalls in the event of project delays;

(c) Bridge Fund Payments: The City of Colorado Springs will reimburse METEX out of its bridge fund a part of the cost of the bridge under Powers Boulevard at Sand Creek in accordance with City of Colorado Springs ordinance;

(d) Reimbursements according to City of Colorado Springs

ordinances or El Paso County regulations from owners of certain real property within the METEX service area who do not voluntarily join METEX in accordance with Chapter III. See also attached Appendix D, proposed Agreement Concerning Metropolitan District; and

(e) Developer Fees: Developer fees as provided in attached Exhibit D, proposed Agreement Concerning Metropolitan District.

2. CAPITAL IMPROVEMENTS: General Obligation bonds will be issued from time to time as METEX may determine to provide funds for implementing the capital improvement plan for Powers Boulevard. Capital improvements and corresponding bond issue have been estimated to directly correlate to the buildout in the METEX service area. All figures are based on 1986 costs and dollar value. Subsequent financial planning will be adjusted to reflect cost increases or decreases as they become known. A contingency factor has been included to cover any unanticipated changed physical or economic conditions.

3. PRINCIPAL AND INTEREST: The debt repayment schedule shown in the financing plan indicates a debt amortization model based upon estimated interest rates, and is illustrated in the estimated principal and interest schedules that follow. The electors of the METEX District will be asked to authorize the issuance of General Obligation bonds or other legal debt. The maximum allowable net

effective interest rate will be eighteen percent (18%), with a five percent (5%) maximum discount rate.

4. ASSESSED VALUATION: The current assessed valuation of the land within the METEX noncontiguous boundaries is estimated to be in excess of \$240,000 based on Agricultural zone assessed values. Assessed valuation projections have been based on the phasing plan buildout rates included in the various development Master Plans and conservative market estimates for the developments planned or underway which are voluntarily included in METEX. Ultimate assessed valuations have been based on an assessment value of 14.3% of 1984 market values. This figure is arrived at by discounting 1984 market values to 65% of the 1984 value and taking 22% of the discounted value as the assessed market value. The assessed value estimate has been aggregated to give year-to-year assessed value totals. It is intended that METEX will utilize a conservative approach to avoid overstating its taxing ability.

5. ESTIMATED BOND SALES: The bond sales to provide the financing for the capital improvement and other costs is based upon the METEX estimates of capital improvement requirements and growth, and is so scheduled as to maintain an equitable and competitive balance between the major sources of income (ad valorem tax revenue, interest income, bridge fee payments, possible reimbursement with respect to certain landowners who do not voluntarily join METEX, and present value developer fees to be paid or covered with a letter of credit at the time of platting or replatting for



voluntarily included lands). Capital project requirements and other costs will be financed through the sale of General Obligation bonds. The plan presently projects an estimated need for total financing of \$13.1 million for street improvements, related storm drainage improvements, and traffic safety protection facilities. Recognizing that escalation may be greater than anticipated, METEX will request authorization of \$33.75 million in bonds, based on a maximum estimated total bond proceeds limit of \$23.5 million times a 1.5 contingency factor.

6. ADMINISTRATIVE EXPENSES: Administrative expenses for METEX are estimated to total \$30,000 annually, expressed in 1986 dollars, and shall be paid out of bond proceeds and income from ad valorem taxes, interest income from bond proceeds, capitalized interest, reserve fund, and other METEX revenues. Project management fees for METEX are included in the construction cost estimate in the sum of \$150,000.

7. ESTIMATED FINANCING PLAN: Attached Tables 3A, 3B, 4 and 5 show the estimated finance plan.

#### CONCLUSION

It is submitted that this Service Plan for the METEX Metropolitan District meets the requirements of the Control Act. It is further submitted that:

- (a) There is sufficient existing and projected need for organized service in the area to be served by METEX;
- (b) The existing service in the area to be served by METEX is inadequate for the present and projected needs;
- (c) Adequate service will not be available to the area to be served through another existing municipal or quasi-municipal corporation within a reasonable time and on a comparable basis;
- (d) METEX is capable of providing economical and sufficient service to the areas within its proposed boundaries;
- (e) The area to be included in the METEX Metropolitan District boundaries does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- (f) The facility and service standards of the METEX Metropolitan District are compatible with the facilities and service standards of adjacent municipalities, special district and unincorporated areas;
- (g) The proposal is in substantial compliance with a Master Plan adopted pursuant to 30-28-108, C.R.S.; and

(h) The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area.

Therefore, it is requested that the Board of Commissioners of El Paso County, Colorado, adopt a Resolution approving the Service Plan for the METEX Metropolitan District as amended.

TABLE 2

Cost Estimate For Improvements

1986 \$

POWERS BLVD ROAD CONSTRUCTION COST ESTIMATE 150' ROW CITY SECTION  
POWERS BOULEVARD - PLATTE AVE. NORTH TO WOODMEN RD & HIGHWAY REALIGNMENT  
LANES 2, 3, 4, & 5, LEFT TURN LANES, AND FULL R-D-W WIDTH GRADING

BOOK 5112 PAGE 0317

TOTAL PROJECT COST SUMMARY  
VARIOUS LENGTHS

ITEM	DIMENSIONS - FEET L W T	QUANTITY	UNITS	UNIT PR	TOTAL	PHASE 1A-1C		CASE NO.	LENGTH % TOTAL	PHASE 1A-C BUDGET \$	PHASE 1D BUDGET \$
						40.00%	60.00%				
MASS EXC	37460	130	5.5	1,144,411	CY	\$1.50	\$1,808,486	4729,394	\$1,805,891		
CULVERTS	1680			1,680	LF	\$95.00	\$1529,200	\$211,680	\$217,520		
BRIDGE DK	240	120		31,200	SF			\$1,892,000	\$0		
B C AGGR	37460	60	0.833	249,733	SY	\$4.20	\$1,048,080	\$419,552	\$629,328		
PVMT	37460	54	0.33	224,760	SY	\$7.50	\$1,685,700	\$674,280	\$1,011,420		
RED C & G	37460			37460	LF	\$10.20	\$382,092	\$152,837	\$229,255		
STRY LST	37460			37460	LF	\$12.44	\$471,996	\$188,798	\$283,198		
STRPE/SGH	37460			37460	LF	\$2.62	\$99,145	\$39,258	\$58,887		
RED LMSD	37460	28		116,542	SY	\$3.15	\$367,108	\$146,849	\$220,265		
STCHL CND	8			0	EA	\$5,250	\$42,000	\$16,800	\$25,200		
ELEC PRIN	37460			37460	LF	\$15.15	\$567,575	\$227,030	\$340,545		
GAS TRANS	37460			37460	LF	\$19.35	\$724,967	\$289,963	\$434,944		
RELOC-50	1			1	EA	\$119,400.00	\$119,400	\$0	\$113,400		
CONSTRUCTION COST						\$8,931,489	\$4,182,436	\$4,749,053			
ENGINEERING & QUALITY CONTROL					17.25%	\$1,548,682	\$1,548,682	\$385,170			
FIELD COST						\$10,472,171	\$5,729,118	\$5,134,224			
CONTINGENCY					15%	\$1,574,826	\$938,468	\$770,134			
PROJECT DESIGN/CONSTRUCT BUDGET						\$12,942,997	\$6,587,585	\$5,904,358			
DISTRICT MANAGEMENT COSTS 5 YEARS @ \$30,000/YR						\$150,000	\$150,000	\$150,000			
DISTRICT ORGANIZATION EXPENSES						\$300,000	\$300,000	\$0			
TOTAL PROJECT DESIGN/CONSTRUCT BUDGET					1986 \$	\$12,492,997	\$7,031,585	\$6,054,358			

## NOTES:

1. TRAFFIC SIGNALS NOT INCLUDED.
2. WATER AND SAN. SEWER NOT INCLUDED.
3. RIGHT-OF-WAY LAND COSTS ARE SEPARATE COST ACCOUNT.
4. PRICES USED ARE FOR 1986 CONSTRUCTION SEASON.
5. INTERSECTION EXTENSIONS NOT INCLUDED BEYOND R-D-W.
6. BASED ON CITY OF COLORADO SPRINGS SECTION OF PRELIMINARY DESIGN WITH 150' R-D-W.
7. SEPERATED GRADE CROSSINGS AT RAILROAD TRACKS AND PLATTE AVE. AND WOODMEN RD NOT INCLUDED.

## DESCRIPTION OF IMPROVEMENT

PHASE 1C	PHASE 1D
1 PALMER PARK TO BARNES	BALANCE OF EXPRESSWAY
2 PALMER PARK TO LARIAT	BALANCE OF EXPRESSWAY
3 PLATTE AVE TO BARNES	BALANCE OF EXPRESSWAY
4 PLATTE AVE TO LARIAT	BALANCE OF EXPRESSWAY
5 PLATTE AVE TO DUBLIN	BALANCE OF EXPRESSWAY
6 PLATTE AVE TO WOODMEN RD	PHASE 1C = 100%

TABLE 3a

Estimated Finance Plan  
(METEX Service Area)

Project METEX Estimator JARDINE Item No. \_\_\_\_\_  
Type of Work TAX REVENUE BASIS Date 11-2-85 Sheet No. \_\_\_\_\_

RESIDENTIAL UNITS PRICE \$20,000 AVG.

EXPECTED ASSESSED VALUE

NOW BACK TO 1977 = 0.67

ASSMNT FACTOR = 0.21

PRODUCT 0.1407

MOST CONSERVATIVE CASE

EXPECTED X 0.75 = 0.106

COI

EXPECTED ASSESSED VALUE PRICE \$20/SF AVG.

NOW BACK TO 1977 = 0.67

ASSMNT FACTOR 0.29

PRODUCT 0.1943

MOST CONSERV. CASE

EXPECTED X 0.75 = 0.1457

AG LAND - USE \$65/ACRE ASSESSED VALUE.

PERSONAL PROP. TAX

RESIDENTIAL 0.002 X RESIDENTIAL TAX YIELD

COI 0.17 X COI TAX YIELD

SPECIAL OWNERSHIP TAX YIELD:

FORMULA

$\frac{\text{METEX TOTAL TAX YIELD FOR EACH YEAR} \times 12,000,000 \times (1.0569)^N}{120,000,000 \times (1.0569)^N}$

N = YEAR OF CALCULATION - 1984.

A SIMPLIFIED VERSION FORMULA

METEX TAX YIELD FOR YEAR X 0.1

(MOST CONSERV. FACTORS: COMBINED ASSESSED VALUE

RES. TV X (0.106)(1.002)(1.10) = 0.1168 TV (RES) \$9344.00/UNIT

COI TV X (0.1457)(1.17)(1.10) = 0.1875 TV (COI) \$13.125/SF

TV = TOTAL VALUE

EXPECTED RES 934.40/75 = 12459.

METEX METROPOLITAN DISTRICT  
 BUILD-OUT ASSUMPTIONS (PARTIAL BUILDING YEAR--1986)

COMMERCIAL-OFFICE-INDUSTRIAL				RESIDENTIAL		
YEAR	REGIONAL TOTAL SQ FT	METEX ANNUAL MARKET SHARE	METEX ANNUAL SQ FT	REGIONAL TOTAL HOUSING UNITS	METEX ANNUAL MARKET SHARE	METEX ANNUAL HOUSING UNITS
1985	2,336,000	.0%	0	5,630	.0%	0
1986	2,586,000	2.0%	51,720	6,490	3.7%	240
1987	1,097,000	3.0%	32,910	5,820	14.0%	535
1988	2,763,000	7.0%	193,410	6,760	14.0%	746
1989	4,046,000	9.0%	364,140	9,170	14.0%	1,284
1990	3,223,000	10.0%	322,300	7,810	14.0%	1,093
1991	1,993,000	11.0%	219,230	5,610	14.0%	780
1992	1,423,000	14.0%	199,220	4,650	14.0%	651
1993	598,000	15.0%	89,700	3,180	14.0%	445
1994	2,998,000	15.0%	449,700	2,610	14.0%	1,065
1995	4,144,000	15.0%	621,600	9,920	14.0%	1,389
1996	5,111,000	15.0%	766,650	11,930	14.0%	1,670
1997	3,586,000	15.0%	537,900	9,820	14.0%	1,347
1998	1,960,000	15.0%	294,000	6,310	14.0%	883
1999	924,000	15.0%	138,600	4,360	14.0%	610
2000	3,580,000	15.0%	537,000	9,390	14.0%	1,315
2001	4,859,000	15.0%	728,850	11,980	14.0%	1,677
2002	5,893,000	15.0%	870,450	13,980	14.0%	1,957
2003	4,544,000	15.0%	681,600	11,800	14.0%	1,652
2004	2,465,000	15.0%	369,750	7,570	14.0%	1,116



NETEX ASSESSED VALUE COMPARISONS  
 PARTIAL BUILDING YEAR SCENARIO  
 ASSESSOR'S RULES BASED

BOOK 5112 PAGE 0351

## CONSERVATIVE CASES

YEAR	DWELLING	COI	ASSESSED VALUE	COI	CUMULATIVE	ACRIC	ASESD	TOTAL	CUMULATIVE	TAX REV	SPEC USE	TOTAL	CONSERVATIVE CASES		
NO	UNITS	SF	RESIDENTIAL	9344	TOTAL	ACRES	VALUE	ASD VAL	ASD VAL	0.015	TAX	TAX REV	791	801	751
0	1985	0	0	0	0	5270	45								
1	1986	240	51720	2317912	905100	3222412	5179	342550	3564962	53474	5347	658,822	652,940	647,057	644,116
2	1987	535	32910	4999040	575925	5374965	5890	336435	5911400	9476562	142148	14215	6154,363	6140,727	6123,491
3	1988	946	193410	9839424	3304675	12224099	4936	331370	12555469	22032031	330480	33048	1363,529	1327,174	1290,823
4	1989	1204	364140	11997696	6372450	18370146	4738	320840	18698986	40723017	610845	61085	6671,990	6604,737	6537,544
5	1990	1093	322360	19212992	3640250	15853242	4540	307970	16161212	56084229	853263	85326	1938,590	1844,731	1750,872
6	1991	788	219230	7363472	3836525	11199597	4399	295100	11494597	68370926	1025684	102568	11,128,252	11,015,427	10902,402
7	1992	651	199220	6082944	9406350	9569294	4280	285935	9855829	76234155	1173312	117351	11,290,864	11,141,777	11,032,691
8	1993	440	87700	4158008	1569750	5727890	4284	278200	6406090	84240185	1263603	126360	11,309,943	11,250,947	11,111,970
9	1994	1065	449700	9951340	7069758	17821110	5996	273660	18094370	102394555	1535810	153582	11,688,520	11,519,668	11,350,816
10	1995	1389	621600	12978816	10678000	23856816	3728	259746	24116556	124451111	1896767	189677	12,086,443	11,877,799	11,669,153
11	1996	1678	766650	15404480	13414375	29020855	3387	241800	29262655	155719766	2335704	233571	12,569,277	12,312,949	12,055,422
12	1997	1947	537900	12586360	9413254	21999618	3128	220135	22219773	177933599	2669883	266988	12,935,908	12,642,313	12,348,723
13	1998	883	294000	8250752	5145000	13395752	2875	203324	13599872	191532611	2872989	287299	13,140,288	12,844,259	12,528,230
14	1999	610	136600	5699840	2423508	8123348	2763	186875	8312215	199844826	2997672	299767	13,297,440	12,967,496	12,637,952
15	2000	1315	537800	12287360	9397500	21684860	2494	179595	21864455	221709281	3325639	332564	13,658,203	13,292,383	12,926,563
16	2001	1477	728850	15469880	12754075	28424763	2147	162110	28586073	250296154	3754442	375444	14,129,987	13,716,898	13,303,989
17	2002	1957	870450	18284208	15232875	33519083	1739	139555	33658638	283954792	4259322	425932	14,685,254	14,214,729	13,748,203
18	2003	1632	681600	15436280	11928040	27314288	1401	113035	27477323	311432115	4671482	467148	15,138,630	14,824,767	14,418,904
19	2004	1616	369750	10427904	6470625	16898529	1182	91065	16989594	328421709	4926826	492683	15,418,958	14,877,842	14,335,167
20	2005	1116	369750	10427904	6470625	16898529	963	76836	16975359	345397068	5180954	518096	15,699,852	15,129,148	14,559,241

TABLE 3b

Estimated Finance Plan  
(METEX Service Area)

DRAFT WORK FORM  
METEX SERVICE AREA CASE 2A - PALMER PARK TO LARIAT  
MILL LEVY CALCULATIONS BOND SERIES I  
PREPARED 9/9/85 - REVISED 9/24/85 11/3/85

BOOK 5112 PAGE 0353

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YEAR	PROJECTIONS ASSESSED VALUE	BONDED DEBT BALANCE	BEGINNING FUND BALANCE	ESTIMATED TAX REVENUE	ESTIMATED SPECIAL OWNER TAX	BRIDGE FUND PAYMENTS	CONST FUND DEPLECTIONS	CAPITALZD INTEREST EARNINGS	PLUS: DEVELOP CONTRIBS	ESTIMATED DEBT SERVICE	ESTIMATED INTEREST PAYMENT	DISTRICT MANAGANT EXPENSE	ENDING FUND BALANCE	ESTIMATED MILL LEVY
0	\$0	\$22,000,000	\$22,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00
1	\$3,564,962	\$22,000,000	\$22,000,000	\$0	\$0	\$0	\$1,000,000	\$1,180,000	\$17,164	\$0	\$2,200,000	\$30,000	\$20,467,164	15.00
2	\$9,476,562	\$22,000,000	\$20,467,164	\$0	\$0	\$22,595	\$4,000,000	\$1,319,181	\$32,321	\$0	\$2,200,000	\$30,000	\$15,611,461	15.00
3	\$22,032,031	\$21,950,000	\$15,611,461	\$53,474	\$5,347	\$40,293	\$4,000,000	\$936,045	\$62,519	\$50,000	\$2,195,000	\$30,000	\$10,434,930	15.00
4	\$40,723,117	\$21,900,000	\$10,434,930	\$142,148	\$14,215	\$71,614	\$3,500,000	\$572,985	\$96,729	\$50,000	\$2,190,000	\$30,000	\$5,564,024	15.00
5	\$56,884,229	\$21,850,000	\$5,564,024	\$330,489	\$33,049	\$101,827	\$0	\$482,350	\$98,732	\$50,000	\$2,185,000	\$30,000	\$4,309,116	15.00
6	\$68,378,926	\$21,800,000	\$4,309,116	\$610,845	\$61,085	\$94,129	\$0	\$486,174	\$62,386	\$50,000	\$2,180,000	\$30,000	\$3,280,212	15.00
7	\$78,234,153	\$21,750,000	\$3,280,212	\$853,263	\$85,326	\$90,312	\$0	\$444,729	\$56,864	\$50,000	\$2,175,000	\$30,000	\$2,438,065	15.00
8	\$84,240,185	\$21,700,000	\$2,438,065	\$1,025,684	\$102,569	\$97,312	\$0	\$292,530	\$39,222	\$50,000	\$2,170,000	\$30,000	\$1,815,891	15.00
9	\$102,334,555	\$21,600,000	\$1,815,891	\$1,173,512	\$117,351	\$96,312	\$0	\$255,701	\$115,931	\$100,000	\$2,160,000	\$30,000	\$1,327,504	15.00
10	\$126,451,111	\$21,500,000	\$1,327,504	\$1,263,603	\$126,360	\$0	\$0	\$217,397	\$165,536	\$100,000	\$2,150,000	\$30,000	\$671,349	15.00
11	\$155,713,764	\$21,400,000	\$671,349	\$1,535,018	\$153,502	\$0	\$0	\$204,799	\$216,485	\$100,000	\$2,140,000	\$30,000	\$213,566	15.00
12	\$177,933,539	\$20,400,000	\$213,566	\$2,335,704	\$233,571	\$0	\$0	\$204,042	\$239,421	\$700,000	\$2,040,000	\$30,000	\$227,922	15.00
13	\$191,532,611	\$19,400,000	\$227,922	\$2,667,003	\$266,900	\$0	\$0	\$223,627	\$229,001	\$1,000,000	\$1,940,000	\$30,000	\$276,932	15.00
14	\$199,844,826	\$18,400,000	\$276,932	\$2,972,989	\$297,299	\$0	\$0	\$253,106	\$192,452	\$1,300,000	\$1,810,000	\$30,000	\$342,198	15.00
15	\$221,709,281	\$16,400,000	\$342,198	\$3,325,639	\$332,564	\$0	\$0	\$274,978	\$0	\$1,700,000	\$1,640,000	\$30,000	\$460,808	15.00
16	\$250,296,154	\$14,400,000	\$460,808	\$3,754,442	\$375,444	\$0	\$0	\$291,171	\$0	\$2,000,000	\$1,440,000	\$30,000	\$270,532	15.00
17	\$283,954,792	\$11,400,000	\$270,532	\$4,259,322	\$425,932	\$0	\$0	\$322,674	\$0	\$3,000,000	\$780,000	\$30,000	\$351,092	15.00
18	\$311,432,115	\$7,000,000	\$351,092	\$4,671,482	\$467,148	\$0	\$0	\$402,900	\$0	\$5,000,000	\$280,000	\$30,000	\$129,254	15.00
19	\$328,421,709	\$2,800,000	\$129,254	\$4,671,482	\$467,148	\$0	\$0	\$421,431	\$0	\$2,000,000	\$0	\$30,000	\$2,859,315	0.00
20	\$345,397,068	\$0	\$2,859,315	\$4,671,482	\$467,148	\$0	\$0	\$421,431	\$0	\$2,000,000	\$0	\$30,000	\$2,859,315	0.00

PRESENT VALUE - YEAR 1, 81 DISCOUNT RATE - OF DEVELOPER CONTRIBUTIONS  
DOLLARS PER GROSS ACRE USING 2,861.00 ACRES

\$12,500,000

\$22,000,000

PRESENT VALUE CALCULATION

ACTUAL YIELD

ABSORPTION BASED RECEIPTS

ABSORPTION

YEAR	DEVELOPER CONTRIBUTION	CUMULATIVE CONTRIBUTION	PRESENT VALU TOTAL	ANNUAL \$/ACRE	YEARLY ACRES PLATTED	RESIDENTIAL COM/OFF/IND	TOTAL	NET ANNUAL PRESENT VAL	FUTURE VALUE	CUMULATIVE FUT VALUE	% OF PROJECTED
0	\$0	\$0	\$0	\$0	0.00	0.00	0.00	\$0	\$0	\$0	0%
1	\$17,164	\$17,164	\$15,893	\$279	50.00	7.00	57.00	\$15,893	\$17,164	\$17,164	100%
2	\$32,321	\$49,685	\$27,082	\$279	96.00	4.00	100.00	\$27,082	\$32,321	\$49,686	100%
3	\$62,519	\$112,204	\$49,630	\$279	151.00	27.00	178.00	\$49,630	\$62,519	\$112,205	100%
4	\$96,729	\$208,933	\$71,099	\$279	206.00	49.00	255.00	\$71,099	\$96,729	\$208,934	100%
5	\$98,732	\$307,665	\$67,195	\$279	198.00	43.00	241.00	\$67,195	\$98,732	\$307,666	100%
6	\$62,386	\$370,051	\$39,314	\$279	117.00	24.00	141.00	\$39,312	\$62,386	\$370,051	100%
7	\$56,864	\$426,915	\$33,180	\$279	97.00	22.00	119.00	\$33,179	\$56,864	\$426,915	100%
8	\$39,222	\$466,137	\$21,190	\$279	66.00	10.00	76.00	\$21,190	\$39,222	\$466,137	100%
9	\$115,931	\$582,068	\$57,994	\$279	159.00	49.00	208.00	\$57,994	\$115,931	\$582,068	100%
10	\$165,536	\$747,604	\$76,475	\$279	207.00	68.00	275.00	\$76,475	\$165,536	\$747,604	100%
11	\$216,485	\$964,089	\$92,847	\$279	249.00	84.00	333.00	\$92,847	\$216,485	\$964,089	100%
12	\$239,421	\$1,203,510	\$95,077	\$279	282.00	59.00	341.00	\$95,077	\$239,421	\$1,203,509	100%
13	\$229,001	\$1,432,511	\$84,203	\$279	270.00	32.00	302.00	\$84,203	\$229,001	\$1,432,511	100%
14	\$192,452	\$1,624,963	\$65,522	\$279	220.00	15.00	235.00	\$65,522	\$192,452	\$1,624,963	100%
TOTAL	\$1,624,963		\$797,701	\$278.82	2368.00	493.00	2861.00	\$797,701	\$1,624,963		
PR VALUE NEEDED TO BALANCE CASH FLOW			\$278.82								

DRAFT WORK FORM  
METEX SERVICE AREA CASE 2A - PALMER PARK TO LARIAT  
MILL LEVY CALCULATIONS BOND SERIES 1  
PREPARED 9/9/85 - REVISED 11/3/85

BOOK 5112 PAGE 0351

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YEAR	PROJECTIONS ASSESSED VALUE	BONDED DEBT BALANCE	BEGINNING FUND BALANCE	ESTIMATED TAX REVENUE	ESTIMATED SPECIAL OWNER TAX	BRIDGE FUND PAYMENTS	CONST FUND DEPLETIONS	CAPITALZD INTEREST EARNINGS	PLUS: DEVELOP CONTRASTS	ESTIMATED DEBT INTEREST SERVICE	ESTIMATED INTEREST PAYMENT	DISTRICT KAWAGUCHI EXPENSE	ENDING FUND BALANCE	ESTIMATED MILL LEVY
0	\$0	\$22,000,000	\$22,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00
1	\$3,564,962	\$22,000,000	\$22,000,000	\$0	\$0	\$0	\$1,000,000	\$1,600,000	\$17,164	\$0	\$2,200,000	\$30,000	\$20,467,164	15.00
2	\$9,476,562	\$22,000,000	\$20,467,164	\$0	\$0	\$22,595	\$5,000,000	\$1,239,181	\$32,521	\$0	\$2,200,000	\$30,000	\$14,531,461	15.00
3	\$22,432,031	\$21,950,000	\$14,531,461	\$53,474	\$5,347	\$40,202	\$6,500,000	\$650,465	\$62,519	\$30,000	\$2,195,000	\$30,000	\$6,568,530	15.00
4	\$40,723,017	\$21,900,000	\$6,568,530	\$142,148	\$14,215	\$71,014	\$0	\$543,673	\$96,729	\$50,000	\$2,190,000	\$30,000	\$5,168,312	15.00
5	\$58,984,229	\$21,850,000	\$5,168,312	\$230,480	\$23,048	\$101,827	\$0	\$450,693	\$98,732	\$50,000	\$2,185,000	\$30,000	\$3,891,747	15.00
6	\$68,318,926	\$21,800,000	\$3,891,747	\$318,945	\$31,895	\$96,129	\$0	\$371,984	\$62,386	\$50,000	\$2,180,000	\$30,000	\$2,818,634	15.00
7	\$78,234,155	\$21,750,000	\$2,818,634	\$408,263	\$40,826	\$90,312	\$0	\$307,004	\$56,864	\$50,000	\$2,175,000	\$30,000	\$1,999,502	15.00
8	\$88,240,185	\$21,700,000	\$1,999,502	\$508,582	\$50,858	\$84,312	\$0	\$252,652	\$49,222	\$50,000	\$2,170,000	\$30,000	\$1,276,729	15.00
9	\$102,334,555	\$21,650,000	\$1,276,729	\$618,901	\$61,890	\$78,312	\$0	\$212,632	\$43,931	\$50,000	\$2,165,000	\$30,000	\$791,673	15.00
10	\$126,451,111	\$21,600,000	\$791,673	\$739,220	\$73,922	\$0	\$0	\$174,403	\$38,536	\$50,000	\$2,160,000	\$30,000	\$332,004	15.00
11	\$155,713,766	\$21,550,000	\$332,004	\$869,539	\$86,954	\$0	\$0	\$161,642	\$34,485	\$50,000	\$2,155,000	\$30,000	\$96,507	15.00
12	\$177,938,539	\$21,500,000	\$96,507	\$1,009,858	\$100,986	\$0	\$0	\$174,642	\$29,421	\$250,000	\$2,150,000	\$30,000	\$186,674	15.00
13	\$191,532,611	\$20,400,000	\$186,674	\$1,150,177	\$115,018	\$0	\$0	\$220,476	\$22,001	\$800,000	\$2,040,000	\$30,000	\$298,879	15.00
14	\$199,844,826	\$19,200,000	\$298,879	\$1,290,496	\$129,050	\$0	\$0	\$258,709	\$19,452	\$1,200,000	\$1,920,000	\$30,000	\$343,565	15.00
15	\$221,709,291	\$17,700,000	\$343,565	\$1,430,815	\$143,081	\$0	\$0	\$280,308	\$0	\$1,500,000	\$1,770,000	\$30,000	\$484,161	15.00
16	\$250,296,134	\$15,700,000	\$484,161	\$1,571,134	\$157,113	\$0	\$0	\$302,528	\$0	\$2,000,000	\$1,570,000	\$30,000	\$684,129	15.00
17	\$288,954,792	\$12,700,000	\$684,129	\$1,711,453	\$171,145	\$0	\$0	\$331,387	\$0	\$3,000,000	\$1,270,000	\$30,000	\$1,178,719	15.00
18	\$331,432,115	\$9,700,000	\$1,178,719	\$1,851,772	\$185,177	\$0	\$0	\$344,200	\$0	\$3,000,000	\$970,000	\$30,000	\$1,647,893	15.00
19	\$382,421,709	\$4,700,000	\$1,647,893	\$2,002,091	\$200,210	\$0	\$0	\$426,152	\$0	\$5,000,000	\$470,000	\$30,000	\$259,799	15.00
20	\$445,397,068	\$0	\$259,799	\$2,152,410	\$215,241	\$0	\$0	\$431,874	\$0	\$4,700,000	\$0	\$30,000	\$1,100,304	0.00

PRESENT VALUE - YEAR 1, 8% DISCOUNT RATE - OF DEVELOPER CONTRIBUTIONS \$12,500,000  
DOLLARS PER GROSS ACRE USING 2,861.09 ACRES \$22,000,000

PRESENT VALUE CALCULATION				ACTUAL YIELD				ABSORPTION BASED RECEIPTS				ABSORPTION	
YEAR	DEVELOPER CONTRIBUTION	CUMULATIVE CONTRIBUTION	PRESENT VALUE TOTAL	ANNUAL \$/ACRE	YEARLY ACRES PLATTED	RESIDENTIAL COM/OFF/IND	TOTAL	NET ANNUAL PRESENT VAL	FUTURE VALUE	CUMULATIVE FUT VALUE	% OF PROJECTED		
0	\$0	\$0	\$0	\$0	0.00	0.00	0.00	\$0	\$0	\$0	0		
1	\$17,164	\$17,164	\$15,893	\$279	50.00	7.00	57.00	\$15,893	\$17,164	\$17,164	100		
2	\$32,521	\$49,685	\$27,082	\$279	96.00	4.00	100.00	\$27,082	\$32,521	\$49,686	100		
3	\$62,519	\$112,204	\$49,630	\$279	151.00	27.00	178.00	\$49,630	\$62,519	\$112,205	100		
4	\$96,729	\$208,933	\$71,099	\$279	204.00	49.00	253.00	\$71,099	\$96,729	\$208,934	100		
5	\$142,148	\$351,081	\$107,195	\$279	198.00	43.00	241.00	\$107,195	\$142,148	\$351,081	100		
6	\$186,986	\$538,067	\$139,314	\$279	117.00	24.00	141.00	\$139,313	\$186,986	\$538,067	100		
7	\$239,282	\$777,349	\$211,100	\$279	97.00	22.00	119.00	\$211,100	\$239,282	\$777,349	100		
8	\$299,222	\$1,076,571	\$271,196	\$279	66.00	10.00	76.00	\$271,196	\$299,222	\$1,076,571	100		
9	\$369,931	\$1,446,502	\$331,994	\$279	159.00	49.00	208.00	\$331,994	\$369,931	\$1,446,502	100		
10	\$440,556	\$1,887,058	\$402,675	\$279	207.00	38.00	275.00	\$402,675	\$440,556	\$1,887,058	100		
11	\$511,205	\$2,398,263	\$473,409	\$279	249.00	84.00	333.00	\$473,409	\$511,205	\$2,398,263	100		
12	\$581,830	\$2,979,093	\$544,127	\$279	292.00	59.00	391.00	\$544,127	\$581,830	\$2,979,093	100		
13	\$652,455	\$3,631,548	\$614,846	\$279	270.00	32.00	302.00	\$614,846	\$652,455	\$3,631,548	100		
14	\$723,080	\$4,354,628	\$685,565	\$279	220.00	15.00	235.00	\$685,562	\$723,080	\$4,354,628	100		

TOTAL \$1,624,963  
PR VALUE NEEDED TO  
BALANCE CASH FLOW \$278.82

MTXAVL  
11-8-85

NETEX ASSESSED VALUE COMPARISONS  
PARTIAL BUILDING YEAR SCENARIO  
ASSESSOR'S RULES BASED

COI @ 75% ASSESSOR'S VALUE

BOOK 5112 PAGE 0355

PARTIAL BUILDING YEAR SCENARIO											CONSERVATIVE CASES						
ASSESSOR'S RULES BASED																	
YEAR	DWELLING	COI	ASSESSED VALUE	COI	TOTAL	CUMULATIVE	AGRIC	ASESO	TOTAL	CUMULATIVE	TAX REV	SPECIAL USE	TOTAL	901	801	751	
NO	UNITS	SF	RESIDENTIAL	15.125%			ACRES	VALUE	ASO VAL	ASO VAL	0.00%	TAX	TAX REV				
0	1985	0	0	0	0	0	5270	65	0	0	0	0	155,088	149,580	144,071	141,316	
1	1986	248	51720	2317312	679825	2996137	5099	342550	3396687	3330487	50080	136579	1150,254	1135,229	1120,269	1112,691	
2	1987	535	32910	4999040	431944	5430984	8427121	5098	336435	5767619	1106306	136575	1150,254	1135,229	1120,269	1112,691	
3	1988	946	193410	8839424	2538506	11377930	19805451	4936	331370	11709308	20815606	212224	1343,457	1309,112	1274,766	1257,936	
4	1989	1284	364140	11977696	4779330	16777934	36582085	4738	320846	17097874	37913488	568702	1425,572	1363,415	1300,458	1269,179	
5	1990	1093	322360	16212992	4298188	14443180	51625264	4540	307970	14751150	52664629	789969	1468,966	1392,070	1351,773	1311,725	
6	1991	788	219230	7363072	2877394	10240466	61265730	4399	295100	10535566	63200195	948083	94800	11,042,803	1078,523	1034,243	1002,192
7	1992	651	199220	6482944	2614763	8697707	69969436	4280	285935	8993642	72183836	1082758	11,191,033	1071,930	1052,827	1032,275	
8	1993	445	89780	4158080	1177313	5335393	75290829	4284	278290	5613393	77797429	1166961	11,283,658	1071,930	1052,827	1032,275	
9	1994	1063	449700	9951360	5982313	15853673	91152561	3956	273269	16126933	93924361	1408865	11,549,752	11,294,777	11,239,802	11,162,314	
10	1995	1389	621600	12978916	8158500	21137316	112289817	3720	259740	21397856	115321417	1729821	11,902,803	11,712,523	11,522,243	11,427,183	
11	1996	1676	766650	15604480	10062281	25666761	137736579	3367	241800	25906561	141229979	2118456	12,330,295	12,097,245	11,864,236	11,747,721	
12	1997	1347	537980	12586368	7659938	19646306	157602884	3128	220155	19864461	161896439	2416447	12,658,091	12,392,282	12,126,473	11,993,568	
13	1998	883	294000	6258732	3858758	12109502	169712386	2875	203320	12912822	173409261	2681139	12,861,253	12,575,128	12,289,082	12,145,946	
14	1999	610	138600	3699840	1819125	7518963	177231351	2763	186873	7705840	181115101	2716727	12,986,399	12,689,559	12,398,719	12,241,279	
15	2000	1315	537080	12287360	7048125	19335485	196566836	2494	179595	19515084	200638181	3089453	13,318,398	12,979,358	12,648,318	12,482,798	
16	2001	1677	728850	15669880	9566156	25236644	221802080	2147	162110	25398154	226828335	3390148	13,729,468	13,356,321	12,983,574	12,797,101	
17	2002	1957	870450	18286208	11424656	297110864	251513745	1739	139555	29850419	255878755	3838181	14,221,999	13,799,860	13,377,600	13,166,500	
18	2003	1652	681600	15436288	8946608	24302288	275896033	1401	113025	24493323	280374878	4285611	14,626,172	14,163,555	13,700,930	13,469,827	
19	2004	1116	369750	10427904	4852969	15280873	291176905	1182	91665	15371938	295746815	4436190	14,879,899	14,391,828	13,903,847	13,659,857	
20	2005	1116	369750	10427904	4852969	15280873	304457778	963	76890	15357783	311183718	4664536	15,133,211	14,619,890	14,106,569	13,849,999	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
PROJECTIONS	BONDED	DEBT	REVENUE	ESTIMATED	ESTIMATED	BRIDGE	CONST	CAPITALIZD	PLUS:	ESTIMATE	ESTIMATED	DISTRICT	ENDING	ESTIMATED
YEAR	ASSESSED	DEBT	FUND	TAX	SPECIAL	FUND	FUND	INTEREST	DEVELOP	DEBT	INTEREST	MANAGMT	FUND	MILL
	VALUE	BALANCE	BALANCE	REVENUE	OWNER TAX	PAYMENTS	DEPLETIONS	EARNINGS	CONTRIBUTNS	SERVICE	PAYMENT	EXPENSE	BALANCE	LEVY
0	\$0	\$22,500,000	\$22,500,000	\$0	\$0	\$682,784	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	0.00
1	\$3,338,687	\$22,200,000	\$22,500,000	\$0	\$0	\$0	\$1,000,000	\$1,720,000	\$17,164	\$300,000	\$2,220,000	\$30,000	\$20,687,164	15.00
2	\$9,106,306	\$21,900,000	\$20,687,164	\$0	\$0	\$122,595	\$3,500,000	\$1,376,781	\$32,521	\$300,000	\$2,190,000	\$30,000	\$14,999,061	15.00
3	\$20,185,606	\$21,600,000	\$16,999,061	\$50,000	\$5,000	\$40,283	\$2,000,000	\$1,135,555	\$62,519	\$300,000	\$2,160,000	\$30,000	\$12,902,566	15.00
4	\$37,913,480	\$21,300,000	\$12,902,566	\$136,595	\$13,659	\$71,014	\$2,000,000	\$889,782	\$96,729	\$300,000	\$2,130,000	\$30,000	\$9,452,408	15.00
5	\$52,664,629	\$21,000,000	\$9,452,408	\$302,784	\$30,278	\$101,827	\$2,000,000	\$646,784	\$98,732	\$300,000	\$2,100,000	\$30,000	\$6,366,666	15.00
6	\$63,200,195	\$20,700,000	\$6,366,666	\$568,702	\$56,870	\$96,129	\$2,000,000	\$407,069	\$62,386	\$300,000	\$2,070,000	\$30,000	\$3,152,301	15.00
7	\$72,183,036	\$20,500,000	\$3,152,301	\$789,969	\$78,997	\$90,312	\$0	\$328,926	\$56,864	\$200,000	\$2,050,000	\$30,000	\$2,199,728	15.00
8	\$77,797,429	\$20,300,000	\$2,199,728	\$948,009	\$94,800	\$90,312	\$0	\$264,627	\$39,222	\$200,000	\$2,030,000	\$30,000	\$1,455,402	15.00
9	\$93,924,361	\$20,150,000	\$1,455,402	\$1,082,758	\$108,276	\$90,312	\$0	\$218,940	\$115,931	\$150,000	\$2,015,000	\$30,000	\$926,223	15.00
10	\$115,321,417	\$19,950,000	\$926,223	\$1,166,961	\$116,696	\$0	\$0	\$176,790	\$165,536	\$200,000	\$1,995,000	\$30,000	\$378,156	15.00
11	\$141,229,979	\$19,750,000	\$378,156	\$1,408,865	\$140,887	\$0	\$0	\$154,239	\$216,485	\$200,000	\$1,975,000	\$30,000	\$116,561	15.00
12	\$161,076,439	\$19,500,000	\$116,561	\$1,729,821	\$172,982	\$0	\$0	\$161,549	\$239,421	\$250,000	\$1,950,000	\$30,000	\$179,915	15.00
13	\$173,489,261	\$19,300,000	\$179,915	\$2,118,450	\$211,845	\$0	\$0	\$208,817	\$229,001	\$300,000	\$1,920,000	\$30,000	\$653,478	15.00
14	\$181,115,101	\$19,100,000	\$653,478	\$2,416,447	\$241,645	\$0	\$0	\$264,926	\$192,452	\$600,000	\$1,860,000	\$30,000	\$1,086,495	15.00
15	\$200,630,181	\$18,900,000	\$1,086,495	\$2,681,139	\$268,114	\$0	\$0	\$312,820	\$0	\$1,800,000	\$1,760,000	\$30,000	\$1,473,568	15.00
16	\$226,028,385	\$18,700,000	\$1,473,568	\$2,716,727	\$271,673	\$0	\$0	\$356,957	\$0	\$2,000,000	\$1,560,000	\$30,000	\$1,228,924	15.00
17	\$255,070,755	\$18,500,000	\$1,228,924	\$3,009,453	\$300,943	\$0	\$0	\$363,146	\$0	\$3,000,000	\$1,260,000	\$30,000	\$612,468	15.00
18	\$280,374,078	\$18,300,000	\$612,468	\$3,390,425	\$339,043	\$0	\$0	\$347,355	\$0	\$3,600,000	\$900,000	\$30,000	\$159,290	15.00
19	\$295,746,015	\$18,100,000	\$159,290	\$3,830,181	\$383,818	\$0	\$0	\$350,503	\$0	\$4,000,000	\$500,000	\$30,000	\$201,793	15.00
20	\$311,403,718	\$18,000,000	\$201,793	\$4,285,611	\$420,561	\$0	\$0	\$386,237	\$0	\$5,000,000	\$0	\$30,000	\$184,202	0.00

PRESENT VALUE - YEAR 1, 8% DISCOUNT RATE - OF DEVELOPER CONTRIBUTIONS \$12,500,000 \$22,500,800  
 DOLLARS PER GROSS ACRE USING 2,861.00 ACRES \$22,500,800

PRESENT VALUE CALCULATION				ACTUAL YIELD		ABSORPTION BASED RECEIPTS				ABSORPTION	
REQUIRED CONTRIBUTIONS						NET ANNUAL FUTURE CUMULATIVE				% OF	
YEAR	DEVELOPER	CUMULATIVE	PRESENT VALU	ANNUAL	YEARLY ACRES	PRESENT VAL	VALUE	FUT VALUE	PROJECTED		
NO.	CONTRIBUTION	CONTRIBUTION	TOTAL	\$/ACRE	PLATTED						
RESIDENTIAL CON/DEVELOP						TOTAL					
0	\$0	\$0	\$0	\$0	0.00	0.00	\$0	\$0	\$0	0%	
1	\$17,164	\$17,164	\$15,093	\$279	50.00	7.00	\$57.00	\$15,093	\$17,164	100%	
2	\$32,521	\$49,685	\$27,882	\$279	96.00	4.00	\$100.00	\$27,882	\$49,686	100%	
3	\$62,519	\$112,204	\$49,630	\$279	151.00	27.00	\$178.00	\$49,630	\$112,205	100%	
4	\$96,729	\$208,933	\$71,099	\$279	206.00	49.00	\$255.00	\$71,099	\$208,934	100%	
5	\$98,732	\$307,665	\$47,195	\$279	198.00	43.00	\$241.00	\$47,195	\$307,666	100%	
6	\$62,386	\$370,051	\$39,314	\$279	117.00	24.00	\$141.00	\$39,313	\$370,051	100%	
7	\$56,864	\$426,915	\$33,180	\$279	97.00	22.00	\$119.00	\$33,179	\$426,915	100%	
8	\$39,222	\$466,137	\$21,190	\$279	66.00	10.00	\$74.00	\$21,190	\$466,137	100%	
9	\$115,931	\$582,068	\$57,994	\$279	159.00	49.00	\$208.00	\$57,994	\$582,068	100%	
10	\$165,536	\$747,604	\$76,675	\$279	287.00	68.00	\$275.00	\$76,675	\$747,604	100%	
11	\$216,485	\$964,089	\$92,847	\$279	249.00	84.00	\$328.00	\$92,847	\$964,089	100%	
12	\$239,421	\$1,203,510	\$95,077	\$279	282.00	59.00	\$341.00	\$95,077	\$1,203,509	100%	
13	\$229,001	\$1,432,511	\$84,203	\$279	270.00	92.00	\$302.00	\$84,203	\$1,432,511	100%	
14	\$192,452	\$1,624,963	\$65,522	\$279	220.00	15.00	\$235.00	\$65,522	\$1,624,963	100%	

TOTAL \$1,624,963 \$797,701 \$278.82 2368.00 493.00 2861.00 \$797,701 \$1,624,963  
 PR VALUE NEEDED TO  
 BALANCE CASH FLOW \$278.82

NUMBERS STILL SEEM  
 TO WORK, BUT WITH A  
 LONGER CONSTRUCTION  
 PERIOD.

TABLE 4

Estimated Finance Plan

(METEX Phasing Table Development)

MTXAB52  
 Table 4  
 METEX PHASING TABLE DEVELOPMENT  
 BASED ON DAVE DAMBERGER PROJECTIONS OF 8/20/85  
 RESIDENTIAL

BOOK 5112 PAGE 0358

ANNUAL HOUSING UNITS							NET ACRES ABSORBED									
YEAR	TOTAL	SF DETACH 11.77%	PATIO 4.30%	SF ATTACH CONDO 12.67%	STX 14.32%	GARD APT 11.04%	PRO 15.96%	SF DETACH 4	PATIO 8	SF ATTACH CONDO 14	STX 18	GARD APT 18	PRO 18	TOTAL		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1	569	228	24	72	81	63	99	59	3	5	5	3	9	85		
2	516	216	22	65	74	57	82	54	3	5	4	3	8	77		
3	946	395	41	120	135	104	150	99	5	9	8	6	15	141		
4	1284	536	55	163	184	142	204	134	7	12	10	8	20	191		
5	1495	457	47	138	157	121	174	114	6	10	9	7	17	163		
6	788	329	34	108	113	87	125	82	4	7	6	5	13	117		
7	651	272	28	82	93	72	104	68	3	6	5	4	10	97		
8	445	186	19	56	64	49	71	46	2	4	4	3	7	66		
9	1065	445	46	135	153	118	169	111	6	10	8	7	17	159		
10	1389	580	60	176	199	153	221	145	7	13	11	9	22	207		
11	1678	698	72	212	239	184	266	174	9	15	13	10	27	249		
12	1347	568	58	171	193	149	214	141	7	12	11	8	21	200		
13	947	396	41	120	136	105	151	99	5	9	8	6	15	141		
14	654	273	28	83	94	72	104	68	4	6	5	4	10	97		
15	1409	589	61	179	202	156	224	147	8	13	11	9	22	210		
16	1797	751	77	228	257	198	286	188	10	16	14	11	29	267		
17	2097	876	90	266	300	232	333	219	11	19	17	13	33	312		
18	1770	739	76	224	253	195	281	185	10	16	14	11	28	263		
19	2196	900	93	252	273	222	339	225	11	19	17	13	33	312		
20	1000	418	43	127	143	110	159	104	5	9	8	6	16	149		
<hr/>																
TOTALS	22633	9454	973	2868	3241	2499	3599	2369	122	205	180	139	360	3369		
LOCAL																
MARKET																
PROJECT 'N	161664	67527	6952	20483	23150	17848	25705									
GROSS ACRES @ 0.11 LU EFF								2918	150	253	222	171	444	4159		



## COMMERCIAL - OFFICE - INDUSTRIAL

Table 4 (Cont'd)

COMMERCIAL - OFFICE		FLOOR AREA - SQUARE FEET		NET ACRES ABSORBED @ 0.00011 ACRE/SF			
YEAR	TOTAL	\$/SF	\$/SF	\$/SF	\$/SF	\$/SF	\$/SF
		150.00	163.00	170.00	160.00	155.00	170.00
		65.001	20.001	15.001	0.00011	8.00011	0.00011
0	0	0	0	0	0	0	0
1	51728	33618	10344	7758	4	1	6
2	32910	21392	6502	4937	2	1	4
3	193410	125717	38682	29012	14	4	21
4	364140	236691	72828	54621	26	8	49
5	322300	209495	44460	48345	23	7	35
6	219230	142509	43846	32805	16	5	24
7	199228	129493	39844	29889	14	4	22
8	89700	58305	17940	13455	6	2	10
9	449700	292303	89940	67455	32	10	49
10	621600	404040	124320	93240	44	14	68
11	746650	498323	153930	114990	55	17	84
12	587900	349635	107580	80405	38	12	59
13	294000	191100	58800	44100	21	6	32
14	138600	98090	27720	20790	10	3	15
15	537800	349050	107400	80550	38	12	59
16	728950	478753	145770	109328	52	16	80
17	870450	565793	174090	130549	62	19	96
18	601600	448040	134320	102240	49	15	75
19	369750	240938	73950	55463	26	8	41
20	400800	260000	80000	60000	29	9	44
TOTALS	7868730	5114675	1573746	1188310	543	173	866

## MARKET

PROJECT 'N 56205214 36533389 11241043 8438782

GROSS ACRES @ 911 LU EFF

695 214 160 1069

TABLE 5

Estimated Finance Plan  
(METEX Market Value Summary)

YEAR	RESIDENTIAL ANNUAL	CUMULATIVE	COMMERCIAL ANNUAL	CUMULATIVE
0	\$0	\$0	\$0	\$0
1	\$37,160,503	\$37,160,503	\$3,232,500	\$3,232,500
2	\$33,706,410	\$70,874,913	\$2,056,875	\$5,289,375
3	\$61,795,085	\$132,669,998	\$12,088,125	\$17,377,500
4	\$39,874,990	\$218,544,888	\$22,758,750	\$40,136,250
5	\$71,397,493	\$289,941,581	\$20,143,750	\$60,280,000
6	\$51,474,130	\$339,415,711	\$13,781,875	\$73,981,875
7	\$42,524,948	\$381,940,659	\$12,451,250	\$86,433,125
8	\$29,068,513	\$411,009,172	\$5,664,250	\$92,097,375
9	\$69,560,443	\$480,577,635	\$28,104,250	\$120,145,625
10	\$99,732,939	\$571,310,588	\$38,850,000	\$158,995,625
11	\$109,888,575	\$680,399,163	\$47,915,625	\$206,911,250
12	\$87,989,448	\$768,388,571	\$39,618,750	\$246,530,000
13	\$41,844,408	\$800,248,979	\$18,375,000	\$264,905,000
14	\$42,720,915	\$872,969,894	\$8,662,500	\$273,567,500
15	\$92,839,443	\$965,809,297	\$39,562,500	\$313,130,000
16	\$117,384,939	\$1,082,393,630	\$45,558,125	\$358,688,125
17	\$136,981,283	\$1,219,375,113	\$54,403,125	\$413,091,250
18	\$115,628,825	\$1,334,995,938	\$42,600,000	\$455,691,250
19	\$78,125,710	\$1,413,121,648	\$23,109,375	\$478,795,625
20	\$65,322,500	\$1,478,444,148	\$25,000,000	\$503,795,625
TOTALS	\$1,478,444,148		\$491,795,625	

APPENDIX A

(Included Legal Description)

Those portions of Sections 7, 8, 17, 18, 19, 20, 29, 30, 31 and 32, Township 13 South, Range 65 West of the 6th P.M., and those portions of Sections 24, 25, and 36, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Southwest corner of Section 18, Township 13 South, Range 65 West of the 6th P.M., thence N01°14'54"E along the west line of said Section 18, a distance of 2,636.49 feet to the west quarter corner of said Section 18, being a set pin and cap L.S. No. 6169; thence N01°14'54"E along said west line, a distance of 1,157.40 feet to a point of intersection with the southerly right of way line of Templeton Gap Road, said right of way being 80 feet in width, being a set pin and cap L.S. No. 6169; thence N31°13'06"E along said southerly right of way, a distance of 1,744.21 feet to a point on the north line of said Section 18, being a set pin and cap L.S. No. 6169; thence N89°09'06"E along said north line, a distance of 1,788.96 feet to the north quarter corner of said Section 18, being a pin and cap L.S. No. 11624; thence N89°09'06"E along said north line, a distance of 1,297.34 feet, to the southwest corner of the southeast quarter of the southeast quarter of said Section 7, being a 1/2" rebar; thence N01°11'37"E along the west line of said southeast quarter of the southeast quarter, a distance of 1,331.54 feet to the northwest corner of said southeast quarter of the southeast quarter, being a set pin and cap L.S. No. 6169; thence N88°59'01"E along the north line of said southeast quarter of the southeast quarter, a distance of 1,297.24 feet to the northeast corner of said southeast quarter of the southeast quarter, being a 3/4" pipe; thence S89°38'34"E along the north line of the south half of the southwest quarter of said Section 8, a distance of 2,593.81 feet to the northeast corner of said south half, being a set pin and cap L.S. No. 6169; thence S89°34'08"E along the north line of the southwest quarter of the southeast quarter of said Section 8, a distance of 530.10 feet; thence N00°00'00"E a distance of 677.34 feet; thence S90°00'00"E a distance of 200.00 feet; thence S89°30'57"E a distance of 603.60 feet to the west line of the northeast quarter of the southeast quarter of said Section 8; thence N01°13'29"E along said west line a distance of 650.03 feet to the northwest corner of the northeast quarter of the southeast quarter of said Section 8; thence S89°30'57"E along the north line of the northeast quarter of the southeast quarter of said Section 8, a distance of 78.59 feet; thence N04°42'32"E a distance of 192.51 feet; thence N39°01'53"E a distance of 204.08 feet; thence N30°00'42"E a distance of 200.62 feet; thence N46°23'06"E a distance of 329.40 feet; thence N04°07'39"E a distance of 133.57 feet; thence N57°48'30"E a distance of 208.10 feet; thence N01°01'51"E a distance of 328.06 feet to the north line of the southeast quarter of the northeast quarter of said Section 8; thence S89°23'40"E along said north line of the southeast quarter of the northeast quarter of said Section 8, a distance of 525.00 feet; thence S01°01'51"W, 60.00 feet westerly of and parallel with the east line of the southeast quarter of the northeast quarter of said Section 8, a distance of 1,328.03 feet, to a point on the said north line of the southeast

quarter of said Section 8; thence  $S01^{\circ}01'18''W$ , 60.00 feet westerly of and parallel with the east line of the southeast quarter of said Section 8, a distance of 2,654.27 feet, to a point on the north line of said Section 17, being a pin and cap L.S. No. 11710; thence  $S00^{\circ}57'50''W$ , 60.00 feet westerly of and parallel with the east line of said Section 17, a distance of 2,656.28 feet to a point on the north line of the southeast quarter of said Section 17, being a rebar pin and cap, L.S. No. 11710; thence  $S00^{\circ}57'55''W$ , 60.00 feet westerly of and parallel with the east line of the southeast quarter of said Section 17, a distance of 2,655.90 feet, to the south line of said Section 17, being a rebar pin and cap, L.S. No. 11710; thence  $N89^{\circ}21'12''W$  along said south line of Section 17, a distance of 2,608.76 feet to the south quarter corner of said Section 17, being a  $5/8''$  rebar pin, said point being the north quarter corner of Section 20; thence  $S00^{\circ}18'52''W$  along the center line of said Section 20, a distance of 2,645.86 feet to the center quarter corner of said Section 20, being a 1" iron pipe; thence  $S89^{\circ}26'29''E$  along the north line of the north half of the southeast quarter of said Section 20, a distance of 2,649.52 feet to the east quarter corner of said Section 20, being a pin and cap L.S. No. 11624; thence  $S00^{\circ}43'45''W$  along the east line of said North half, a distance of 1,320.75 feet to the southeast corner of said North half, being a pin and cap L.S. No. 11624; thence  $N89^{\circ}44'14''W$  along the south line of said north half, a distance of 1,769.79 feet to the Northeast corner of the First Service/Arizona First/Ingels & Assoc/Harris Development Tract (Colorado Springs Ranch) thence  $S14^{\circ}27'07''W$ , 1,375.96 feet to a point on the North line of the Northeast quarter of said Section 29, said point being 525.00 feet Easterly on said North line from the North quarter corner of said Section 29; thence  $S04^{\circ}47'23''W$ , 5,314.47 feet to a point on the North line of the Northeast quarter of said Section 32, said point being 100.00 feet Easterly on said North line from the North quarter corner of said Section 32; thence  $S89^{\circ}43'48''W$  on said North line, 100.00 feet to a point on the East line of the Northwest quarter of said Section 32; thence  $S00^{\circ}28'59''W$  on said East line, 626.71 feet; thence  $S89^{\circ}57'40''W$  on a line parallel with the South line of the Northwest quarter of said section, 851.42 feet; thence  $S00^{\circ}28'59''W$  on a line parallel with the East line of the Northwest quarter of said section 32, a distance of 2,046.72 feet to a point on the South line of said Northwest quarter of Section 32; thence  $S89^{\circ}57'40''W$  on said South line 1,789.30 feet to a point on the South line of the Northeast quarter of said Section 31; thence  $N89^{\circ}58'34''W$  on said South line, 1,321.30 feet to a point on the East line of the Northwest quarter of the Southeast quarter of said Section 31; thence  $S00^{\circ}45'03''W$  on said East line, 1,328.23 feet to a point on the South line of said Northwest quarter of the Southeast quarter of Section 31; thence  $N89^{\circ}50'27''W$  on said South line, 1,324.60 feet to a point on the South line of the Northeast quarter of the Southwest quarter of said Section 31; thence  $N89^{\circ}50'36''W$  on said south line, 460.64 feet; thence  $S30^{\circ}30'58''W$ , 714.83 feet to a point on the Southwesterly right of way line of Constitution Avenue as recorded in Plat Book V-3 at Page 169 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence  $N59^{\circ}29'02''W$  on said Southwesterly right of way line, 972.67

feet to a point on the Easterly line of Powers Addition No. 2 as recorded in Plat Book B-2 at Page 13 of said Records; thence S00°50'05"W on said Easterly line, 561.31 feet; thence westerly on the north right of way line of the property described in document recorded in Book 91 at Page 337 of said Records, a distance of 1,012.3 feet more or less to a line drawn 65 feet easterly from and parallel with the west line of said Addition No. 2; thence N00°26'40"E on said parallel line, 220 feet more or less to the Easterly extension of the 110.00 foot course on the Southerly boundary line of Villa Loma Subdivision No. 3, Filing No. 5, as recorded in Plat Book T-3 at Page 124 of said Records; thence N89°33'20"W on said extension and on said 110.00 foot course, 225.00 feet to an angle point on the boundary line of said Filing No. 5; the following seven courses are on the southwesterly and northwesterly lines of said Filing No. 5: 1) thence N76°13'20"W, 145.00 feet; 2) thence S70°34'17"W, 196.64 feet; 3) thence N25°51'20"W, 85.00 feet; 4) thence N51°21'20"W, 349.97 feet; 5) thence N38°38'40"E, 25.96 feet; 6) thence on the arc of a curve to the right, which curve has a central angle of 51°48'00", a radius of 862.32 feet, and an arc length of 779.61 feet; 7) thence S89°33'20"E, 55.00 feet; thence N0°26'40"E on a line 50.00 feet westerly from the east line of Section 36, a distance of 100.00 feet to the southeast corner of the tract of land described in Book 3521 at Page 88 of said Records; the following twelve courses are on the boundary line of the last mentioned tract of land: 1) thence S89°57'39"W, 55.00 feet; 2) thence on the arc of a curve to the left having a central angle of 37°33'04", a radius of 962.32 feet and an arc length of 630.70 feet to a point on the Easterly line of Villa Loma Subdivision Filing No. 7 as recorded in Plat Book W-2 at Page 79 of said Records; 3) thence Northerly on said Easterly line for the following three courses: 4) thence N39°55'06"W, 56.19 feet; 5) thence on the arc of a curve to the right having a central angle of 36°25'20", a radius of 360.00 feet and an arc length of 228.85 feet; 6) thence N03°29'46"W on the forward tangent to the last mentioned curve, 410.01 feet to a point on the Easterly line of Villa Loma Heights Filing No. 4 as recorded in Plat Book P-3 at Page 10 of said Records; thence Northerly and Westerly on the Easterly and Northerly lines of said Villa Loma Heights Filing No. 4 for the following four courses: 7) thence N03°31'31"W, 99.79 feet; 8) thence on the arc of a curve to the right having a central angle of 5°00'00", a radius of 1,110.00 feet, and an arc length of 96.87 feet; 9) thence N01°28'29"E on the forward tangent to the last mentioned curve, 405.82 feet; 10) thence S89°34'48"W, 40.02 feet; thence on the arc of a curve to the left whose chord bears N03°47'46"W, having a central angle of 10°32'29", a radius of 862.60 feet and an arc length of 158.70 feet; 11) thence N05°04'00"W on the forward tangent to the last mentioned curve, 593.68 feet to a point on the Northerly line of that tract of land described as Parcel 4 in Book 2742 at Pages 992 and 993 of said Records; 12) thence N82°01'00"E, 159.66 feet; thence N07°25'00"W, 50.00 feet; thence S82°35'00"W, 120.54 feet; thence N08°30'00"W, 295.75 feet; thence Northerly on a curve to the left, which curve has a central angle of 44°00'00", a radius of 535.02 feet, to the point of intersection with the Southwesterly extension of the

Westerly right of way line of Rio Vista Drive as platted in Colorado Country Filing No. 4 as recorded in Plat Book S-3 at Page 84 of said Records; thence Northeasterly on said Southwesterly extension to the terminus of said Drive; thence Southeasterly across said Drive 60.00 feet; thence  $S18^{\circ}30'00''W$  on the Easterly line of said Drive, 142.36 feet; thence on the arc of a curve to the left and on said Easterly line to the southerly boundary line of Aspen Valley Filing No. 2, as recorded in Plat Book S-3 at Page 97 of said Records; thence  $S82^{\circ}08'47''E$ , on said boundary line 345.70 feet; thence  $N89^{\circ}57'39''E$ , on said boundary line 625.00 feet; thence  $N00^{\circ}02'21''W$ , on said boundary line, 1,152.33 feet to the boundary line of Aspen Valley as recorded in Plat Book R-3 at Page 68 of said Records; thence  $N00^{\circ}16'17''W$  on said boundary line, 308.38 feet; thence  $N00^{\circ}00'00''W$  on said boundary line, 421.60 feet; thence  $N90^{\circ}00'00''W$ , on said boundary line, 137.00 feet; thence  $N90^{\circ}00'00''W$  on the north line of Colorado Country Filing No. 5 as recorded in Plat Book N-3 at Page 10 of said Records, 432.43 feet more or less to the Northwest corner of said Filing No. 5; thence  $N00^{\circ}00'00''E$ , 155.00 feet to the southwest corner of Colorado Country Filing No. 7, as recorded in Plat Book R-3 at Page 13 of said Records; thence  $N90^{\circ}00'00''E$ , on the boundary line of said Filing No. 7, 185.00 feet; thence  $N90^{\circ}00'00''E$  on the boundary line of said Filing No. 7, 120.00 feet; thence  $N90^{\circ}00'00''W$ , on the boundary line of said Filing No. 7, 185.00 feet; thence  $N00^{\circ}00'00''E$  on the East line of Rio Vista Drive as platted in Colorado Country Filing No. 3, as recorded in Plat Book K-3 at Page 26 of said Records, 300.00 feet to North Carefree Circle as platted in Colorado Country Filing No. 1, as recorded in Plat Book J-3 at Page 51 of said Records; the following five courses are on the boundary line of Colorado Country Filing No. 1 as recorded in Plat Book J-3 at Page 51 of said Records: 1) thence  $N90^{\circ}00'00''E$  460.00 feet; 2) thence on the arc of a curve to the right, which curve has a central angle of  $48^{\circ}35'25''$ , a radius of 80.00 feet, and an arc distance of 67.84 feet; 3) thence  $N90^{\circ}00'00''E$ , 105.00 feet; 4) thence  $N00^{\circ}00'00''E$ , 194.17 feet; 5) thence  $N90^{\circ}00'00''W$ , 65.00 feet to a point on the Easterly line of Colorado Country Filing No. 6 as recorded in Plat Book N-3 at Page 102 of said Records; thence Northerly and Westerly on the Easterly and Northerly lines of said Colorado Country Filing No. 6 for the following two courses: 1) thence  $N00^{\circ}00'00''E$ , 230.00 feet; 2) thence  $N90^{\circ}00'00''W$ , 560.00 feet to a point on the Easterly line of Rio Vista Drive as platted in said Colorado Country Filing No. 1; thence Northerly on said Easterly line for the following three courses: 1) thence  $N00^{\circ}00'00''E$ , 64.67 feet; 2) thence on the arc of a curve to the left having a central angle of  $12^{\circ}30'00''$ , a radius of 442.63 feet and an arc length of 92.20 feet; 3) thence  $N12^{\circ}30'00''W$ , 340.00 feet; thence Westerly on the Northerly line of said Colorado Country Filing No. 1 for the following two courses: 1) thence  $S77^{\circ}30'00''W$ , 283.00 feet; 2) thence  $S87^{\circ}56'47''W$ , 62.31 feet to the northeast corner of Colorado Country Filing No. 2 as recorded in Plat Book J-3 at Page 64 of said Records; the following three courses are on the North line of said Filing No. 2: 1) thence  $S87^{\circ}56'47''W$ , 61.65 feet; 2) thence  $N80^{\circ}30'00''W$ , 298.00 feet; 3) thence  $S88^{\circ}39'00''W$ , 179.62 feet to the southwest corner of Colorado



Country Filing No. 11, as recorded in Plat Book U-3 at Page 89 of said Records; the following fifteen courses are on the Westerly line of said Filing No. 11: 1) thence N31°33'44"W, 51.28 feet; 2) thence N28°45'19"W, 25.12 feet; 3) thence N06°14'00"W, 123.95 feet; 4) thence N06°11'00"W, 173.17 feet; 5) thence N06°14'00"W, 254.00 feet; 6) thence N10°42'49"E, 118.46 feet; 7) thence S74°34'48"E, 118.27 feet; 8) thence N15°25'12"E, 39.40 feet; 9) thence northerly on a curve to the right having a central angle of 12°04'48", a radius of 470 feet, and an arc length of 99.09 feet; 10) thence N27°30'00"E, 86.34 feet; 11) thence northeasterly on a curve to the right having a central angle of 19°46'41", a radius of 160.64 feet, and an arc length of 55.45 feet; 12) thence N42°43'19"W, 122.17 feet; 13) thence N36°54'27"E, 90.81 feet; 14) thence N90°00'00"E, 700.00 feet; 15) thence N88°41'29"E, 70.10 feet to the northeast corner of said Filing No. 11, said point being the Southeast corner of Homestead Subdivision Filing No. 10 as recorded in Plat Book X-2 at Page 61 of said Records; the following four courses are on the easterly line of said filing No. 10: 1) thence on the arc of a curve to the left, which curve has a central angle of 26°41'29", a radius of 526.07 feet and an arc distance of 245.07 feet; 2) thence N28°00'00"W, 100.00 feet; 3) thence northerly on the arc of a curve to the right, which curve has a central angle of 43°54'36", a radius of 1,100.00 feet, and an arc distance of 843.01 feet; 4) thence N15°54'36"E, 142.89 feet to the south line of Barnes Road; thence S74°05'54"E on said South line, 820 feet more or less to a line 50.00 feet west of the east line of said Section 25; thence northerly on said line to the north line of said Barnes Road; thence N74°05'00"W, 2,011.32 feet; thence N3°00'00"W, 920.00 feet; thence N47°48'23"E, 544.47 feet; thence N34°00'00"E, 850.02 feet; thence N34°00'00"E, 349.98 feet; thence N26°25'50"E, 1,166.44 feet; thence N40°03'30"W, 2,621.32 feet; thence N89°56'26"E on the south line of Templeton Heights Subdivision No. 2 as recorded in Plat Book J-2 at Page 9 of said Records, 2,113.00 feet more or less to the East line of said Section 24; thence Northerly on said East line, 570 feet more or less to the Northeast corner of said Section 24, which is the point of beginning.

\*\*\*\*\*

## METEX 2

That portion of Sections 25 and 36, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Northeastly corner of Lot 8, Block 1, Villa Loma Subdivision No. 5, Filing No. 3 as recorded in Plat Book E-3 at Page 60 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence Southeastly on the Northeastly line of said Subdivision for the following four (4) courses: 1) thence S00°03'45"W, 139.02 feet; 2) thence S86°00'01"E, 111.81 feet; 3) thence S57°00'00"E, 120.00 feet; 4) thence S00°03'45"W, 141.32 feet to a point on the Northerly right of way line of Whimsical Drive as platted in Colorado Country Filing No. 4 as recorded in Plat Book S-3 at Page 84 of said Records; thence Easterly on said Northerly right-of-way line for the following two (2) courses: 1) thence on the arc of a curve to the right whose chord bears S63°07'02"E, having a central angle of 12°59'54", a radius of 380.00 feet and an arc length of 86.21 feet; 2) thence S56°37'05"E, 73.58 feet to a point on the Westerly line of Block 3 in said Colorado Country Filing No. 4; thence Northerly on said Westerly line and on the Westerly line of Colorado Country Filing No. 3 as recorded in Plat Book K-3 at Page 26 of said Records for the following three (3) courses: 1) thence N33°22'55"E, 84.55 feet; 2) thence N18°26'00"W, 439.36 feet; 3) thence N06°38'45"E, 436.00 feet to a point on the Southeastly line of the Homestead Subdivision Filing No. 14 as recorded in Plat Book J-3 at Page 18 of said Records; thence Southwesterly and Westerly on the Southeastly and Southerly lines of said Subdivision for the following two (2) courses: 1) thence S19°42'45"W, 305.00 feet; 2) thence S89°51'40"W, 205.00 feet to the Point of Beginning.

\*\*\*\*\*

METEX 3

That portion of the Southeast quarter of Section 7, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows:

Commencing at the Southwest Corner of the East half of the West half of the Southeast quarter of said Section 7, thence N00°44'42"E, 435.33 feet; thence S89°15'18"E, 235.11 feet; thence N00°44'42"E, 30.00 feet to the Point of Beginning of the tract described hereby; thence 1) continuing N00°44'42"E, 298.58 feet to a point on the Southeast right of way line of Western Drive; 2) northeasterly on a curve to the left along said right-of-way line having a radius of 560.00 feet and a central angle of 10°30'56", an arc distance of 102.78 feet, the chord of said curve bearing N64°00'10"E, 102.63 feet; 3) N58°44'42"E along said right of way line, 519.34 feet; 4) northeasterly on a curve to the left along said right of way line having a radius of 378.00 feet, a central angle of 30°00'00", and an arc distance of 197.92 feet, the chord of said curve bearing N43°44'42"E, 195.67 feet; 5) S53°37'00"E, 375.39 feet which is also a point on the Southeast line of the proposed East Fork of Sand Creek Channel; 6) Northeasterly on a curve to the right along said Southeast line having a radius of 2,063.60 feet, a central angle of 25°34'49", and an arc distance of 921.32 feet, the chord of said curve bearing N50°42'20"E, 913.69 feet; 7) N63°37'52"E, 10.20 feet to the West right of way line of Peterson Road; 8) S00°32'42"W along said right of way line, 589.96 feet to the North line of Cimarron Southeast Filing No. 2A as recorded in Plat Book B-3 at Page 37 of the Records of the Clerk and Recorder of El Paso County, Colorado; 9) N89°27'18"W along said North line, 300.00 feet; 10) S00°32'42"W along the West line of said Filing No. 2A, 340.00 feet; 11) N89°27'18"W, 10.00 feet; 12) S00°32'42"W, 265.17 feet to the North right of way line of Highway No. 24; 13) S61°04'42"W along said right of way line, 279.79 feet; 14) Southwesterly on a curve to the right along said right of way line having a radius of 623.30 feet, a central angle of 29°00'00", and an arc distance of 315.48 feet, the chord of said curve bearing N75°34'42"E, 312.12 feet; 15) S86°27'42"W along said right of way line, 298.90 feet; 16) N89°55'18"W along said right of way line, 736.11 feet; 17) N00°44'42"E, 85.45 feet; 18) S89°15'18"E, 217.22 feet; 19) Northeasterly on a curve to the left having a radius of 100.00 feet, a central angle of 62°00'00", and an arc distance of 108.21 feet, the chord of said curve bearing N59°44'42"E, 103.01 feet; 20) N28°44'42"E, 194.74 feet; 21) N89°15'18"W, 191.84 feet to the Point of Beginning.

\*\*\*\*\*

## METEX 4

That portion of the Southwest quarter of Section 8, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northwest Corner of Lot 1, Block 2, Cimarron Southeast Filing No. 1 as recorded in Plat Book Y-2 at Page 53 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence  $S89^{\circ}26'18''E$  on the North line of Block 2, a distance of 617.02 feet to the Northeast corner of Lot 2, Block 2; thence  $S4^{\circ}08'25''W$  on the East line of said Subdivision and the Southerly extension thereof, 792.42 feet to the Northeast corner of Softball West Subdivision No. 2 as recorded in Plat Book T-3 at Page 112 of said Records; the following eight courses are on the boundary line of said Subdivision: 1) thence  $S04^{\circ}29'29''W$ , 1,355.96 feet; 2) thence Westerly on the arc of a curve to the right whose chord bears  $S83^{\circ}46'10''W$ , which curve has a central angle of  $13^{\circ}33'05''$ , a radius of 1,780.00 feet, and an arc distance of 421.00 feet; 3) thence  $N89^{\circ}27'18''W$ , 657.29 feet; 4) thence  $N00^{\circ}32'42''E$ , 35.00 feet; 5) thence  $S89^{\circ}27'18''E$ , 250.00 feet; 6) thence  $N00^{\circ}32'42''E$ , 174.00 feet; 7) thence  $N89^{\circ}27'18''W$ , 250.00 feet; 8) thence  $N00^{\circ}32'42''E$ , 968.25 feet; thence Northerly on the Easterly right of way line of Peterson Road to the Southwest corner of Cimarron Southeast Filing No. 1; the following three courses are on the Easterly line of Peterson Road as shown on said Subdivision: thence Northeasterly on the arc of a curve to the right, which curve has a central angle of  $53^{\circ}00'04''$ , a radius of 408.66 feet, and an arc length of 379.10 feet; thence  $N65^{\circ}47'16''E$ , 113.88 feet; thence on the arc of a curve to the left which curve has a central angle of  $65^{\circ}13'34''$ , a radius of 450.00 feet, and an arc length of 512.28 feet to the point of beginning.

\*\*\*\*\*

Those portions of the Southeast quarter of the Southeast quarter of Section 5, and the Northeast quarter of Section 8, in Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows: commencing at the Northeast corner of said Section 8, thence N89°54'49"W along the North line of said Section for 30 feet to the West right of way line of Marksheffel Road, and the Point of Beginning; thence 1) S0°26'29"W along the said West right of way line, 491.80 feet; 2) S15°38'33"W, 173.70 feet along the boundary of a tract of land described in deed recorded in Book 1848 at Page 84 of the records of the Clerk and Recorder of El Paso County, Colorado, 3) S34°00'39"W, 1,367.50 feet along the Northwestly right of way line of Highway No. 24; 4) N55°59'21"W, 30 feet along said right of way; 5) S34°00'39"W, 1,091.10 feet along said right of way to a point on the Southerly line of the aforesaid northeast quarter of Section 8; 6) N89°49'21"W, 1,402.50 feet along said Southerly line; 7) Northeasterly on a curve to the left, 258.68 feet, said curve having a radius of 1,032 feet, and a central angle of 14°21'41"; 8) N15°48'38"E, 208.33 feet; 9) on a curve to the right, 138.22 feet, said curve having a radius of 808 feet and a central angle of 09°48'04"; 10) N25°36'42"E, 248.44 feet; 11) on a curve to the right, 725.34 feet, said curve having a radius of 1,018 feet and a central angle of 40°49'06"; 12) N56°25'48"E, 119.23 feet; 13) on a curve to the left, 569.44 feet, said curve having a radius of 1,015 feet and a central angle of 32°08'39"; 14) N34°17'09"E, 1,190 feet more or less, to intersect the South line of said Section 5; thence Easterly on the South line of said Section 5, a distance of 92.00 feet more or less to the Southwest corner of that tract of land described in Book 1830 at Page 152 of said Records; the remaining three courses in this description are on the boundary line of said tract: 1) thence N32°22'07"E, 914.42 feet; 2) thence N49°43'45"E, 320.90 feet; 3) thence S0°20'00"W, 980 feet to the point of beginning.

\*\*\*\*\*

METEX 6

That portion of the Northeast quarter of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado platted as Tract 1, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Northwest corner of said Tract 1, the following eight courses are along the boundary line of said Tract 1: 1) thence  $S89^{\circ}42'30''E$ , 580.00 feet; 2) thence on the arc of a curve to the right, which curve has a central angle of  $90^{\circ}00'00''$ , a radius of 60.00 feet and an arc length of 94.25 feet; 3) thence  $S00^{\circ}17'30''W$ , 122.08 feet; 4) thence on the arc of a curve to the right, which curve has a radius of 1,450.00 feet, and an arc length of 319.24 feet; 5) thence  $N75^{\circ}54'30''W$ , 86.19 feet; 6) thence on the arc of a curve to the left, which curve has a central angle of  $13^{\circ}48'00''$ , a radius of 630.00 feet, and an arc length of 151.74 feet; 7) thence  $N89^{\circ}42'30''W$ , 371.02 feet; 8) thence  $N00^{\circ}17'30''E$ , 460.00 feet to the point of beginning.

\*\*\*\*\*

METEX 7

That portion of the northeast quarter of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, platted as Tract 2, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Northwest corner of said Tract 2, the following twelve courses are along the boundary line of said Tract 2: 1) thence S89°42'30"E, 371.02 feet; 2) thence on the arc of a curve to the right, which curve has a central angle of 13°48'00", a radius of 570.00 feet, and an arc length of 137.29 feet; 3) thence S75°54'30"E, 86.19 feet; 4) thence Southerly on the arc of a curve to the right, which curve has a radius of 1,450.00 feet and an arc length of 126.97 feet; 5) thence S20°17'39"W, 86.36 feet; 6) thence on the arc of a curve to the left, which curve has a central angle of 18°37'29", a radius of 1,250.00 feet, and an arc length of 406.33 feet; 7) thence N89°42'21"W, 470.36 feet; 8) thence N0°17'39"E, 101.30 feet; 9) thence on the arc of a curve to the right, which curve has a central angle of 3°41'40", a radius of 1,170.00 feet, and an arc length of 75.44 feet; 10) thence N3°59'19"E, 270.01 feet; 11) thence on the arc of a curve to the left, which curve has a central angle of 3°41'49", a radius of 1,230.00 feet, and an arc length of 75.36 feet; 12) thence N0°17'30"E, 111.27 feet to the point of beginning.

\*\*\*\*\*

That portion of the northeast quarter of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, platted as Tract 3, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Northeast corner of said Tract 3, the following eight courses are along the boundary line of said Tract 3: 1) thence  $S00^{\circ}17'30''W$ , 460.00 feet; 2) thence Southwesterly on the arc of a curve to the left whose chord bears  $S73^{\circ}47'04''W$ , which curve has a central angle of  $33^{\circ}00'53''$ , a radius of 434.92 feet and an arc length of 250.61 feet; 3) thence  $SS7^{\circ}16'37''W$ , 20.00 feet; 4) thence  $N32^{\circ}43'23''W$ , 140.00 feet; 5) thence  $N52^{\circ}43'23''W$ , 310.00 feet; 6) thence  $N21^{\circ}43'21''W$ , 130.00 feet; 7) thence  $N0^{\circ}17'30''E$ , 116.71 feet; 8) thence  $S89^{\circ}42'30''E$ , 626.37 feet to the point of beginning.

\*\*\*\*\*



METEX 9

Those portions of the North half of Section 6, Township 14 South, Range 65 West of the 6th P.M. and the South half of the South half of Section 31, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado platted as Tract 4, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the most Northerly corner of said Tract 4, the following twelve courses are along the boundary line of said Tract 4: 1) thence  $S59^{\circ}29'02''E$ , 210.41 feet; 2) thence on the arc of a curve to the left, which curve has a radius of 1,320.00 feet, and an arc length of 584.17 feet; 3) thence  $S3^{\circ}25'24''W$ , 26.70 feet; 4) thence on the arc of a curve to the left, which curve has a central angle of  $3^{\circ}25'24''$ ; a radius of 840.00 feet, and an arc length of 50.19 feet; 5) thence  $S0^{\circ}00'00''$  West, 229.64 feet; 6) thence on the arc of a curve to the right, which curve has a central angle of  $27^{\circ}45'00''$ , a radius of 310.00 feet, and an arc distance of 150.14 feet; 7) thence  $S27^{\circ}45'00''W$ , 123.64 feet; 8) thence  $N62^{\circ}15'00''W$ , 17.98 feet; 9) thence on the arc of a curve to the left, which curve has a central angle of  $32^{\circ}30'00''$ , a radius of 390.00 feet, and an arc distance of 221.22 feet; 10) thence  $S85^{\circ}15'00''W$ , 283.16 feet; 11) thence on the arc of a curve to the right, which curve has a radius of 260.00 feet, and an arc length of 127.45 feet; 12) thence  $N00^{\circ}00'00''E$ , 795.72 feet to the point of beginning.

\*\*\*\*\*

## METEX 10

That portion of the North half of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, platted as Tract 5, Constitution Hills Filing No. 2 as recorded in Plat Book W-3 at Page 27 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Northwest corner of said Tract 5, the following nine courses are along the boundary line of said Tract 5: 1) thence easterly on the arc of a curve to the left whose chord bears  $S83^{\circ}33'32''E$ , which curve has a radius of 340.00 feet, and an arc length of 132.82 feet; 2) thence  $N85^{\circ}15'00''E$ , 283.16 feet; 3) thence on the arc of a curve to the right, which curve has a central angle of  $32^{\circ}30'00''$ , a radius of 310.00 feet and an arc length of 175.84 feet; 4) thence  $S62^{\circ}15'00''E$ , 18.33 feet; 5) thence on the arc of a curve to the left whose chord bears  $S12^{\circ}39'59''W$ , which curve has a radius of 390.00 feet, and an arc distance of 172.43 feet; 6) thence  $S00^{\circ}00'00''W$ , 417.89 feet; 7) thence  $N90^{\circ}00'00''W$ , 543.71 feet; 8) thence  $N27^{\circ}02'54''W$ , 40.36 feet; 9) thence  $N00^{\circ}00'00''E$ , 583.29 feet to the point of beginning.

\*\*\*\*\*

METEX 11

That portion of Section 6, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado more particularly described as follows: Beginning at the Southeast corner of the Northwest quarter of said Section 6; thence  $N00^{\circ}20'50''E$  on the East line of said Northwest quarter, 617.87 feet; thence  $N76^{\circ}30'04''E$ , 188.04 feet; thence  $N27^{\circ}02'54''W$ , 29.05 feet; thence  $S74^{\circ}15'22''W$ , 193.82 feet; thence  $N52^{\circ}52'33''W$ , 676.01 feet; thence  $N82^{\circ}34'31''W$ , 355.98 feet; thence  $N79^{\circ}10'52''W$ , 38.91 feet; thence  $S80^{\circ}07'20''W$ , 204.02 feet; thence  $N78^{\circ}24'15''W$ , 565.95 feet to a point on the Easterly right-of-way line of Waynoka Road as platted in Baab Subdivision as recorded in Plat Book U-2 at Page 55 of the records of the Clerk and Recorder of El Paso County, Colorado; thence departing said Easterly right-of-way line  $S02^{\circ}16'45''E$ , 361.41 feet; thence  $S08^{\circ}30'58''W$ , 810.00 feet; thence  $S09^{\circ}29'02''E$ , 295.00 feet; thence  $S05^{\circ}30'58''W$ , 364.66 feet to a point on the aforementioned Easterly right-of-way line of Waynoka Road; thence Southerly on said Easterly right-of-way line for the following two (2) courses; (1) thence  $S48^{\circ}29'02''E$ , 280.51 feet; (2) thence on the arc of a curve to the right having a central angle of  $28^{\circ}00'48''$ , a radius of 440.00 feet and an arc length of 215.13 feet to a point on the Northerly line of that parcel described in Book 3622 at Page 824 of said Records; thence Easterly on said Northerly line for the following six (6) courses; (1) thence  $N84^{\circ}53'02''E$ , 194.91 feet; (2) thence  $N85^{\circ}53'02''E$ , 113.10 feet; (3) thence  $N50^{\circ}57'57''E$ , 74.50 feet; (4) thence  $N08^{\circ}01'15''E$ , 53.96 feet; (5) thence  $S89^{\circ}59'47''E$ , 527.89 feet; (6) thence  $N87^{\circ}49'22''E$ , 509.76 feet to a point on the Westerly right-of-way line of Tuskegee Place as platted in Cimarron-Westridge Filing No. 3 as recorded in Plat Book V-2 at Page 61 of said Records; thence Northerly and Easterly on the Westerly and Northerly right-of-way line of said Tuskegee Place for the following two (2) courses; (1) thence  $N00^{\circ}20'50''E$ , 31.47 feet; (2) thence on the arc of a curve to the right having a central angle of  $151^{\circ}38'10''$ , a radius of 60.00 feet and an arc length of 158.76 feet to a point on the Northerly line of Tract 3 in said Cimarron-Westridge Filing No. 3; thence Easterly and Northerly on the Northerly and Westerly lines of said Tract 3 for the following two (2) courses; (1) thence  $S89^{\circ}39'10''E$ , 97.21 feet; (2) thence  $N00^{\circ}20'50''E$ , 99.90 feet to a point on the Southerly line of that parcel described in Book 3467 at Page 407 of said Records; thence Westerly, Northerly and Easterly on the Southerly, Westerly and Northerly lines of said tract for the following three (3) courses; (1) thence  $N89^{\circ}39'10''W$ , 280.00 feet; (2) thence  $N00^{\circ}20'50''E$ , 275.00 feet; (3) thence  $S89^{\circ}39'10''E$ , 130.00 feet to a point on the Westerly line of that parcel described in Book 2111 at Page 817 of said records; thence Northerly, Easterly and Southerly on the Westerly, Northerly and Easterly lines of said parcel for the following three (3) courses; (1) thence  $N00^{\circ}20'50''E$ , 185.60 feet; (2) thence  $S89^{\circ}39'10''E$ , 300.00 feet; (3) thence  $S00^{\circ}20'50''W$ , 435.60 feet to a point on the Northerly line of the aforementioned Tract 3 in Cimarron-Westridge Filing No. 3; thence  $S89^{\circ}39'10''E$  on said Northerly line, 30.00 feet to a point on the East line of the

Southwest quarter of said Section 6; thence  $N00^{\circ}20'50''E$  on said  
East line, 609.20 feet to the Point of Beginning.

\*\*\*\*\*

METEX 12

A tract of land located in the Southwest quarter of Section 6, Township 14 South, Range 65 West of the 6th P.M. in El Paso County, Colorado more particularly described as follows: Commencing at the South quarter corner of said Section 6, thence N00°20'50"E, 888.80 feet to the point of beginning; thence (1) S00°20'50"W, 848.80 feet along the East line of said Southwest quarter to the North right of way line of Omaha Boulevard; (2) N89°59'47"W, 2,172.00 feet along the North right of way line of said Omaha Boulevard to a point which is 563.85 feet East of the Southwest corner of said Section 6; (3) N00°00'13"E, 110.00 feet; (4) N16°39'11"E, 607.81 feet; (5) N14°18'25"E, 554.82 feet to the South right of way line of Palmer Park Boulevard at a point which is 864.99 feet East and 50 feet South of the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 6; (6) S89°59'47"E on said right of way line, 972.43 feet; (7) on a curve to the left on the South right of way line of said Palmer Park Boulevard, said curve having a radius of 1,500.00 feet, a central angle of 09°41'46", and an arc length of 253.84 feet; (8) S52°40'27"E, 402.12 feet; (9) S61°12'11"E, 332.88 feet; (10) N87°02'40"E, 29.36 feet to the point of beginning.

\*\*\*\*\*

METEX 13

That portion of Section 13, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the northwesterly corner of Lot 14 in Templeton Gap Heights - Filing No. 2 as recorded in Plat Book J-2 at Page 18 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence  $N89^{\circ}45'20''E$  (all bearings used in this description are relative to the South line of said Lot 14, platted as  $S89^{\circ}45'20''W$ ) on the Northerly line of Lots 14, 15, and 16 in said Subdivision, 816.23 feet; thence on the arc of a curve to the left on the Northerly line of said Lot 16, having a central angle of  $16^{\circ}00'27''$ , a radius of 593.00 feet and an arc length of 165.67 feet to a point on the Easterly line of said Lot 16; thence  $S16^{\circ}15'07''E$  on said easterly line, 659.37 feet to a point on the southerly line of said Lot 16; thence  $S89^{\circ}45'20''W$  on the southerly line of said Lots 16, 15, and 14, 1,161.57 feet to a point on the Westerly line of said Lot 14; thence  $N00^{\circ}14'40''W$  on said Westerly line, 610.81 feet to the point of beginning.

\*\*\*\*\*

## METEX 14

That portion of the East half of Section 12, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Southwest corner of Lot 32, Templeton Gap Heights Filing No. 3 as recorded in Plat Book K-2 at Page 23 of the Records of the Clerk and Recorder of El Paso County, Colorado; the following four courses are on the Westerly and Northerly lines of said Lot 32: 1) thence  $N00^{\circ}00'00''E$ , 457.54 feet; 2) thence  $S00^{\circ}00'00''S$ , 190.50 feet; 3) thence  $S82^{\circ}24'20''E$ , 60.53 feet; 4) thence  $E00^{\circ}00'00''S$ , 190.50 feet; the following five courses are on the Westerly, Northerly, and Easterly lines of Lot 30 in said Filing No. 4: 1) thence  $N00^{\circ}00'00''E$ , 106.54 feet; 2) thence on the arc of a curve to the right, having a central angle of  $26^{\circ}00'00''$ , a radius of 555.50 feet, and an arc length of 252.08 feet; 3) thence  $N26^{\circ}00'00''E$ , 156.66 feet; 4) thence  $S64^{\circ}00'00''E$ , 531.50 feet; 5) thence  $S26^{\circ}00'00''W$ , 185.00 feet; the following six courses are on the Northeasterly, Southeasterly and Southerly line of Lot 29, in said Filing No. 3: 1) thence  $S64^{\circ}00'00''E$ , 403.00 feet; 2) thence  $S26^{\circ}47'26''W$ , 236.19 feet; 3) thence  $S51^{\circ}45'00''W$ , 316.00 feet; 4) thence  $S82^{\circ}00'00''W$ , 296.00 feet; 5) thence Southerly on the arc of a curve to the right, whose chord bears  $S19^{\circ}25'59''W$ , having a central angle of  $09^{\circ}46'32''$ , a radius of 453.00 feet, and an arc length of 77.29 feet; 6) thence  $S24^{\circ}19'15''W$ , 3.19 feet; thence on the arc of a curve to the left on the Northerly right of way line of Coral Street, as platted in said Filing No. 3, whose chord bears  $N76^{\circ}17'35''W$ , having a central angle of  $27^{\circ}24'50''$ , a radius of 556.00 feet, and an arc length of 266.02 feet; thence  $W00^{\circ}00'00''N$ , 394.00 feet to the point of beginning.

\*\*\*\*\*

METEX 15

That portion of the East half of Section 12, Township 13 South, Range 66 West of the 6th P.M., described as follows: Beginning at the Northeast corner of Templeton Gap Heights Filing No. 4, as recorded in Plat Book L-2 at Page 17 of the Records of the Clerk and Recorder of El Paso County, Colorado; thence  $N00^{\circ}08'59''E$  along the West right of way line of Powers Boulevard, 2122.19 feet to a point on the South right of way line of Woodman Road as recorded in Book 2839 at Page 261 of said Records; thence  $S89^{\circ}45'55''W$  along said South right of way line, 2,407.96 feet; thence  $S00^{\circ}00'00''E$  along the East line of that tract of land recorded in Book 3162 at Page 481 of said Records, 1,170.29 feet to a point on the North line of said Filing No. 4; thence along the following 12 courses of the North boundary of said Filing No. 4: 1)  $N90^{\circ}00'00''E$ , 60.00 feet; thence 2)  $S00^{\circ}00'00''E$ , 735.00 feet; thence 3)  $N90^{\circ}00'00''E$ , 135.00 feet; thence 4) along the arc of a curve to the left having a central angle of  $39^{\circ}07'28''$ , a radius of 135.00 feet, and an arc length of 92.19 feet; thence 5)  $S39^{\circ}07'28''E$ , 482.14 feet; thence 6)  $N26^{\circ}00'00''E$ , 285.00 feet; thence 7)  $S64^{\circ}00'00''E$ , 1,072.50 feet; thence 8)  $S41^{\circ}22'49''E$ , 65.00 feet; thence 9)  $S64^{\circ}00'00''E$ , 60.00 feet; thence 10) along the arc of a curve to the right having a central angle of  $30^{\circ}02'21''$ , a radius of 50.00 feet and an arc length of 26.21 feet; thence 11)  $N56^{\circ}02'21''E$ , 215.69 feet; thence 12)  $S64^{\circ}00'00''E$ , 78.44 feet to a point on the Northwestern line of Lot 38 in said Templeton Gap Heights Filing No. 4; thence Southwesterly, Southeasterly and Northeasterly on the Northwestern, Southwesterly and Southeasterly lines of said Lot 38 for the following twelve (12) courses: (1) thence  $S15^{\circ}05'00''W$ , 276.62 feet; (2) thence  $S56^{\circ}21'12''W$ , 109.96 feet; (3) thence  $S65^{\circ}45'00''W$ , 155.00 feet; (4) thence on the arc of a curve to the right having a central angle of  $27^{\circ}30'00''$ , a radius of 220.00 feet and an arc length of 105.59 feet; (5) thence  $S03^{\circ}15'00''W$  on a non-tangent line to said curve, 190.00 feet; (6) thence on the arc of a curve to the left whose chord bears  $N79^{\circ}30'00''E$ , having a central angle of  $27^{\circ}30'00''$ , a radius of 410.00 feet and an arc length of 196.79 feet; (7) thence  $N65^{\circ}45'00''E$  on the forward tangent to said curve, 230.00 feet; (8) thence on the arc of a curve to the left having a central angle of  $50^{\circ}40'00''$ , a radius of 216.00 feet and an arc length of 191.01 feet; (9) thence  $N15^{\circ}05'00''E$  on the forward tangent to said curve, 218.00 feet; (10) thence on the arc of a curve to the right having a central angle of  $75^{\circ}05'43''$ , a radius of 130.00 feet and an arc length of 170.39 feet; (11) thence  $S89^{\circ}49'17''E$  on the forward tangent to said curve, 76.84 feet to a point on the Westerly right-of-way line of Powers Boulevard as platted in said Templeton Gap Heights Filing No. 4; (12) thence  $N00^{\circ}08'59''E$  on said Westerly right-of-way line, 380.00 feet to the Point of Beginning.

\*\*\*\*\*



METEX 16

That portion of the West half of the East half of Section 12, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, platted as Lot 43, Templeton Gap Heights Filing No. 4 as recorded in Plat Book L-2 at Page 17 of the Records of the Clerk and Recorder of El Paso County, Colorado, also described as follows: Beginning at the Southwest corner of said Lot 43, the following six courses are on the boundary lines of said Lot 43: 1) thence E00°00'00"S, 180.64 feet; 2) thence N00°00'00"E, 1,290.00 feet; 3) thence W00°00'00"N, 68.68 feet; 4) thence Westerly on the arc of a curve to the right, whose chord bears W00°00'00"N, having a central angle of 120°00'00", a radius of 60.00 feet and an arc length of 125.66 feet; 5) thence W00°00'00"N, 8.04 feet; 6) thence S00°00'00"W, 1,290.00 feet to the point of beginning.

\*\*\*\*\*

METEX 17

That portion of the Southeast quarter of Section 12, Township 14 South, Range 66 West of the 6th P.M., El Paso County, Colorado more particularly described as follows: Commencing at the Southeast corner of the Southeast quarter of said Section 12; thence N00°11'50"E on the East line of said Southeast quarter, 130.00 feet to a point on the Northerly right-of-way line of U.S. Highway No. 24 as described in deed recorded in Book 1624 at Page 480 of the records of the Clerk and Recorder of El Paso County, Colorado and the POINT OF BEGINNING; thence Westerly on said Northerly right-of-way line of U.S. Highway No. 24 for the following three (3) courses; (1) thence N89°43'10"W, 783.70 feet; (2) thence on the arc of a curve to the right having a central angle of 03°35'00", a radius of 5,660.00 feet and an arc length of 354.00 feet; thence N86°08'10"W on the forward tangent to said curve, 1,124.86 feet; thence N03°10'00"E, 534.69 feet; thence N00°10'00"E, 11.32 feet to a point on the Southerly line of that parcel described in Book 2336 at Page 572 of said Records; thence Easterly, Northerly and Westerly on the Southerly, Easterly and Northerly lines of said parcel for the following three (3) courses; (1) thence S89°50'00"E, 62.39 feet; (2) thence N00°10'00"E, 300.00 feet; (3) thence N89°50'00"W, 61.67 feet; thence N03°41'40"E, 637.67 feet; thence on the arc of a curve to the right having a central angle of 13°30'00", a radius of 437.50 feet and an arc length of 103.08 feet; thence N17°11'40"E on the forward tangent to said curve, 210.37 feet; thence on the arc of a curve to the right having a central angle of 41°00'24", a radius of 644.50 feet and an arc length of 461.27 feet; thence N58°12'04"E on the forward tangent to said curve, 612.52 feet to a point on the Southerly right-of-way line of Galley Road as described in deed recorded in Book 2336 at Page 571 of said Records; thence S86°13'35"E on said Southerly right-of-way line, 1,321.33 feet to a point on the aforementioned East line of the Southeast quarter of said Section 12; thence S00°11'05"E on said East line, 2,469.12 feet to the Point of Beginning.

\*\*\*\*\*

METEX 18

That portion of the East half of Section 1, Township 14 South, Range 66 West of the 6th P.M., El Paso County, Colorado more particularly described as follows: Commencing at the East quarter corner of said Section 1; thence  $N85^{\circ}51'36''W$  on the South line of the Northeast quarter of said Section, 30.06 feet to a point on a line being 30.00 feet Westerly of and parallel with the East line of said Northeast quarter of Section 1; thence  $N00^{\circ}35'09''E$ , 695.90 feet to a point on the Northwesterly line of that parcel of land described in Book 2689 at Page 850 of the records of the Clerk and Recorder of El Paso County, Colorado; thence  $S30^{\circ}35'22''W$  on said Northwesterly line, 775.76 feet to a point on the South line of the Northeast quarter of said Section 1; thence  $S85^{\circ}51'36''E$  on said South line, 156.83 feet to a point on the Westerly line of Parcel R as described in Book 3267 at Page 406 of said Records; thence Southerly on said Westerly line for the following eight (8) courses; (1) thence  $S41^{\circ}36'46''W$ , 549.11 feet; (2) thence on the arc of a curve to the right having a central angle of  $26^{\circ}48'16''$ , a radius of 923.00 feet and an arc length of 431.80 feet; (3) thence  $S68^{\circ}25'02''W$  on the forward tangent to said curve, 197.69 feet; (4) thence on the arc of a curve to the left having a central angle of  $83^{\circ}18'25''$ , a radius of 44.00 feet and an arc length of 63.98 feet; (5) thence  $S14^{\circ}53'23''E$  on the forward tangent to said curve, 123.42 feet; (6) thence on the arc of a curve to the right having a central angle of  $64^{\circ}55'00''$ , a radius of 171.50 feet and an arc length of 194.31 feet; (7) thence  $S50^{\circ}01'37''W$  on the forward tangent to said curve, 152.93 feet; (8) thence  $S00^{\circ}25'33''W$ , 54.41 feet to a point on the Northerly right of way line of Palmer Park Boulevard; thence  $S85^{\circ}55'14''E$  on said Northerly right of way line, 335.45 feet; thence  $S87^{\circ}53'42''E$  on said Northerly right of way line, 953.61 feet to a point on a line being 30.00 feet Westerly of and parallel with the East line of the Southeast quarter of said Section 1; thence  $N00^{\circ}28'25''E$  on said parallel line, 1,270.41 feet to the Point of Beginning.

\*\*\*\*\*

METEX 19

That portion of the Southeast quarter of the Southeast quarter of Section 1 and of the East half of the Northeast quarter of Section 12, Township 14 South, Range 66 West of the 6th P.M., El Paso County, Colorado described as Parcel N and Parcel M in Book 3267 at Page 410 of the records of the Clerk and Recorder of El Paso County, Colorado and being more particularly described as follows: Commencing at the Southeast corner of said Section 1; thence N85°56'27"W on the South line of the Southeast quarter of said Section 1, 30.06 feet to a point on a line being 30.00 feet Westerly of and parallel with the East line of the Southeast quarter of said Section 1 and the point of beginning; thence N00°28'25"E on said parallel line, 1,268.98 feet to a point on the Southerly right of way line of Palmer Park Boulevard; thence Westerly on said Southerly right of way line for the following two (2) courses; (1) thence N87°53'49"W, 956.75 feet; (2) thence N85°55'14"W, 332.23 feet to a point on the West line of the Southeast quarter of the Southeast quarter of said Section 1; thence S00°25'33"W on said West line, 1,237.13 feet to a point on the South line of the Southeast quarter of said Section 1; thence S85°56'27"E on said South line, 267.98 feet to a point on the Westerly line of Block 3 (now vacated) as platted in Rustic Hills Subdivision No. 3 as recorded in Plat Book F-2 at Page 57 of said Records; thence Southerly, Easterly and Northerly on the Westerly, Southerly and Easterly lines of said Block 3 for the following seven (7) courses; (1) thence S25°56'27"E, 1,086.83 feet; (2) thence on the arc of a curve to the right having a central angle of 31°30'45", a radius of 264.15 feet and an arc length of 145.28 feet; (3) thence S05°34'18"W on the forward tangent to said curve, 1,063.20 feet; (4) thence on the arc of a curve to the right having a central angle of 50°31'30", a radius of 229.29 feet and an arc length of 202.19 feet; (5) thence S56°05'48"W on the forward tangent to said curve, 449.87 feet to a point on the Northerly right of way line of Galley Road as platted in said Subdivision; (6) thence S85°54'12"E on said Northerly right of way line, 1,065.36 feet to a point on the Westerly right of way line of Powers Boulevard, as platted in said Subdivision; (7) thence N00°29'33"E on said Westerly right of way line, 2,600.29 feet to a point on the North line of the Northeast quarter of said Section 12; thence S85°56'27"E on said North line, 10.02 feet to the Point of Beginning.

\*\*\*\*\*

APPENDIX B

Design Criteria.

NOTE:

The form of the following document titled "METEX Request For Proposals For Engineering And Project Related Services", as actually transmitted to engineers desiring to make proposals for engineering services, may be changed by change to the printed text or by addendum, PROVIDED HOWEVER that no such change shall be made without the approval of El Paso County Department of Transportation and the City of Colorado Springs Department of Public Works.

METEX  
REQUEST FOR PROPOSALS  
FOR ENGINEERING AND  
RELATED PROJECT SERVICES

1. REQUEST FOR PROPOSALS

Proposals are requested from prequalified firms for right-of-way services, engineering, design, budget control and construction related activities from prequalified firms for Powers Boulevard improvements from Platte Avenue north to Woodmen Road (approximately seven miles of roadway) and the realignment of Powers Boulevard immediately south of Platte Avenue located in and along the eastern portion of the City of Colorado Springs, El Paso County, Colorado. Performance guarantees are required with each proposal.

Proposals must be submitted to METEX, c/o David A. Paxton, P.C., 105 East Vermijo Avenue, Suite 550, Colorado Springs, Colorado 80903, no later than 2:00 p.m., October 22 December 20, 1985. Proposals received after this time will be returned to the sender unopened and without consideration.

METEX plans to announce an award for the work to the successful proposer within forty-five (45) days of the receipt of proposals.

One (1) original proposal and eleven (11) copies shall be submitted, and the proposal shall be bound in two separate books entitled as follows:

- Volume 1 - Technical, and Budget Control, Budget Organization and Management
- Volume 2 - Cost Proposal

Should the proposer have any questions about the request for proposals, or the work covered by the request for proposals, the questions should be submitted in writing to:

David A. Paxton, P.C.  
105 East Vermijo Avenue, Suite 550  
Colorado Springs, CO 80903

Any questions received after October 15 November 15, 1985, will be returned to the sender unanswered unless the proposed submittal date has been extended. All questions and the answers will be furnished to all proposers on or before October 21/1985. A preproposal conference will be held at a place to be announced on November 19, 1985 to answer all questions, and to have City and County officials available to describe any working relationships they may desire.

METEX reserves the right to waive formalities to make an award based on schedule and overall project cost projections contained in

the proposal, or to not make any award. Each proposer shall bear his full cost of preparing and submitting his proposal, and for all activities necessary for an award to be finalized in contract form.

## 2. PROJECT ORGANIZATION AND MANAGEMENT

METEX is an organizing Special District being formed in compliance with Section 32-1-201, C.R.S., et seq., as amended. The METEX Service Plan has been approved with conditions by the El Paso County Board of Commissioners. These conditions are being satisfied and the statutory requirements are being met for the District to be formed, directors elected, the holding of a bond election, and commencement of the work of completing the improvements for Powers Boulevard the District intends to complete.

Any contract awarded as a result of this request for proposals will be between the METEX District and the successful proposer.

Intergovernmental coordination is an important aspect of the work on this project. The following conditions must be met or adhered to, and will be a part of any contract resulting from this request for proposals:

- 1) El Paso County ("County") and the City of Colorado Springs ("City") shall participate in the preliminary and final selections of the project engineer for Powers Boulevard.
- 2) The County and the City shall review and approve all plans, specifications and bidding documents, including but not limited to storm drainage management before any construction contract is awarded for the project.
- 3) The County and the City shall review and approve all construction staging, detour plans and road closures.
- 4) The County and the City shall have the right to fully inspect all stages of the construction, and have the right to order work stopped on the project if approved plans and specifications are not being met by the contractors.
- 5) In the event of a dispute between METEX management and the County or the City staffs regarding construction, specifications, methods, procedures, and payments, etc., the dispute shall be appealed to the County or City elected officials for final resolution.
- 6) The County and/or the City will accept the project for maintenance after the completed work is inspected and approved by them. METEX shall provide an approximately one-year warranty on all construction with the warranty extending until final acceptance of the work for maintenance by the County and/or the City. This can be accomplished in phases.



8) The County and/or the City shall not reimburse METEX for right-of-way within METEX boundaries, except as follows. METEX participants or customers shall dedicate the right-of-way for public use at no cost to the District. The County and/or the City may acquire the additional right-of-way required for Powers Boulevard through dedication, purchase or condemnation. METEX will be reimbursed for right-of-way acquired by the County and/or the City within the above guidelines if METEX provides the money for acquisition.

The successful proposer, hereinafter called the Project Engineer, will be under contract to METEX for the performance of the work. The Project Engineer will be responsible for managing all of the work included in his contract; keeping the project on schedule and within budget; reporting progress details to METEX, the City, and the County, schedule plans, budgetary matters, problems with recommended solutions, cost impacts, and schedule impacts of any proposed or needed changes to the METEX Board of Directors on a regular basis; and, coordinating the work in a satisfactory manner with the County, the City, and all other private and public entities which either now have or will have property, utility facilities, or other items within or adjacent to the Powers Boulevard right-of-way, and all other related construction activities public or private. The Project Engineer will have the full responsibility for completion of the work included in his contract with METEX including but not limited to satisfactorily meeting foregoing conditions 2), 3), 4), 5), 6), and 7), and providing all documentation and legal descriptions in a form acceptable to the City or the County Land Department personnel for right-of-way dedication, purchase or condemnation.

The Project Engineer shall submit a schedule for payment and invoice monthly to METEX c/o RESOURCE DEVELOPMENT ENGINEERING, 3365 Clubview Terrace, Colorado Springs, CO 80903.

The work may be contracted for in phases. ~~/And could be stopped at the end of any specific stage of the project for budgetary reasons.~~ The phasing and staging is planned to be as follows:

<u>Phase</u>	<u>Stage</u>	<u>Activity Description</u>
I.	A.	Preliminary design and right-of-way descriptions and documentation for entire project.
	B.	Detail design and construction documents for entire project.
	C.	Construction of from 50% to 86% of the total footage of the road including the ultimate

width box culvert at Sand Creek with 4 traffic lanes running from Palmer Park Boulevard north.

- D. Construction of the balance of the project, and as-built drawings correlated with future ultimate plans.

- II. A. Construction of the remaining two lanes and full intersections, and as-built drawings.

### 3. STATEMENT OF DESIGN CRITERIA AND WORK.

The work to be performed shall comply with the following criteria and consist of the following tasks.

#### 3.1 ROADWAY SPECIFICATIONS

Powers Boulevard from Platte Avenue north to Woodmen Road shall comply with the typical sections shown in Figure 1 and as approved by the City and the County. The part of Powers Boulevard south of Platte Avenue shall be realigned in the form of a "Y" with the stem curved to move the road center line to the west onto the center line of the improved Powers Boulevard north of Platte Avenue so that the two arms of the Y align with the inside through lanes of the improved Powers Boulevard north of Platte Avenue. The tangents extending northward to Platte Avenue from the arms of the Y shall provide adequate storage space for safe and efficient use of the new intersection. Curves used in the stem of the Y shall be adequate for traffic moving at 45 MPH. The paved surface of the stem of the Y in the relocation area shall be 24 feet wide, and in the arms of the Y and the northbound tangents shall be 12 feet wide. The proposal shall include a conceptual layout for the relocation schedule and include suggested signage, stripping, and barriers. Note that alignments other than the one described above may be proposed and will be considered for approval.

The horizontal and/or vertical alignment of Power Boulevard is fixed as follows:

- a. Woodmen Road - east R-O-W line to be coincident with the west line of Section 9, R.65W., T.13S., with grade to match existing Woodmen Road grade.
- b. Barnes Road - align vertically with Barnes Road design as produced by Statson Hills and approved by the City.
- c. North Carefree Circle - align vertically with North Carefree Circle design as produced by Colorado Springs Ranch and Carefree Pointe and as approved by the City.
- d. South Carefree Circle - align vertically with South Carefree Circle design as produced by Colorado Springs Ranch, and Carefree Pointe and as approved by the City.

- e. Constitution - align vertically with Constitution as is.
- f. Sand Creek Trunk Sewer Easement - align horizontally with the easement being provided across the 300 foot strip commonly known as the former C.R.I. & P.R.R. R-O-W.
- g. Palmer Park Boulevard - align vertically with Palmer Park Boulevard as is.
- h. Omaha Blvd. - align vertically with Omaha Boulevard as is.
- i. Galley Road - align vertically with Galley Road as is.
- j. Platte Avenue - align vertically with Platte Avenue as is, and horizontally with the east R-O-W line 30 feet west of the east line of Section 7, R.65W., T.14S.
- k. Dublin Road, Lariat - align vertically with these intersecting roads as defined by Statson Hills and approved by the City of Colorado Springs.

Certain lands have been dedicated by landowners in the past in contemplation of the improvement of Powers Boulevard. The best sources of current information on the Powers Boulevard R-O-W and R-O-W dedication obligations are Commonwealth Title Insurance Company, County Assessor maps and records, County Clerk and Recorder's Office, City Director of Community Development (Jim Ringe), and County Director of Land Use (John Fisher).

The Project Engineer shall design the right-of-way for Powers Boulevard to comply with the above fixed alignments as approved by the City and the County, and the smallest total cost possible considering the costs of land to be condemned or purchased at \$1.15/square foot; the cost of relocating existing utilities; the cost of R-O-W grading with slopes and slope stabilization using seeding and mulching; storm water management facilities on the R-O-W; ~~and~~ associated major water and sewer line R-O-W's; gas mains and R-O-W's; and installation and maintenance costs.

The pavement thickness design criteria for all of the Powers Boulevard improvement is the design criteria established by the American Association of State Highway Transportation Officials (AASHTO) and the Colorado Department of Highway. The roadway is designated for design purposes as an expressway utilizing six lanes with heavy truck traffic.

All drainage facilities shall be designed in accordance with the City of Colorado Springs Storm Runoff Criteria Manual (copy attached) and be in compliance with the applicable drainage basin master plans as amended.

Plans and profiles, and all other construction drawings, shall be produced on mylars a maximum of 36 inches in width, with standard plan and profile mylars at a scale of 1 inch=50 feet horizontal and 1 inch=5 feet vertical.

Other important source documents which must be considered in performing the overall engineering and design work are: RDW 5112 PAGE 0391

- 1) Powers Boulevard Corridor - Preliminary Design (June, 1982);
- 2) City of Colorado Springs Public Works - Traffic Engineering Policy and Design Standards as designated for use on this project;
- 3) Colorado Department of Highways Design Manual (January, 1980);
- 4) AASHTO Policy on Design of Urban Highways and Arterial Streets (1973);
- 5) City of Colorado Springs
  - a. Subdivision Policy Manual including addendums
  - b. Engineering Standards and Specifications including addendums - AASHTO Design Criteria shall govern pavement structure (depth);
- 6) Approved Master Plans and Annexation Agreements for property adjacent to the Powers Boulevard R-O-W or METEX participants within the City, and approved Sketch Plans and land use approval conditions for property adjacent to the R-O-W or METEX participants within the County;
- 7) City of Colorado Springs Department of Utilities existing and proposed utility plans and standards.

The following additional criteria also apply to the work to be performed:

1. Facility Type:

A six lane expressway designed to the eight lane ultimate section as approved by the City and the County with Phase I and Phase II work limits clearly marked and described in all construction plans, specifications, budgets, and schedules. The grading of the R-O-W to the ultimate section and full R-O-W width installation of all structures such as bridges or box culverts, culverts, catch basins, headwalls, channel protection, utilities, traffic signal bases and conduits, and any needed utility crossing tubes will be completed in the field as a part of Phase I work.

2. Design Speed - 60 MPH

3. R-O-W width to be a minimum of 150 feet with 174 foot R-O-W plus two 18 foot easements (for a minimum distance of 1050 feet from intersections) areas as needed to accommodate intersections, turn lanes, acceleration/deceleration lanes, and adjacent utility lines. Where frontage roads are required, the Project Engineer shall make recommendations for R-O-W width to the County and City for final approval; minimum width for such R-O-W shall be 218 feet. Provisions may also be required for temporary underground utility construction easements. Any R-O-W needed for City Gas Main services - within or without of any paved areas, landscaped areas or separated grass areas - shall be located to be free and separate from other utility lines with special attention given to providing

to be specified clearances from electric transmission lines for inductance avoidance.

4. Typical cross sections - see Figure 1. except R-O-W widths at intersections will be as required for proper design and made to meet the criteria described in 3. above.

5. Pavement Widths

- a. Phase I: Two double lanes mats at 12 feet per mat = 24 feet/double lane for 48 feet total with 10 foot paved outside shoulders, and left turn lanes in median as designated by the City. 12 foot paved shoulders may be necessary for safety at intersections.
- b. Phase II: Two single width single lane mats 12 feet wide placed as outside lanes for the two double lane mats with either a 10 foot paved shoulder or curb and gutter (same as median); right turn lanes on Powers Boulevard as designated by the City; and, intersecting street through-lanes and turning lanes from Powers Boulevard to the end of acceleration/deceleration tapers extended from the right turn lanes all as designated by the City (typical intersecting street lanes estimated to be 12 feet wide).

6. Medians.

Phase I: All Powers Boulevard medians to be 28 feet wide curb face to curb face with vertical curb and gutter both sides along acceleration/deceleration lanes and left turn storage lanes, storage lane median noses to be hard surfaced asphalt or concrete between curbs all as designated by the City - curb and gutter to meet City standard.

Phase II: All intersecting street turn bay islands and medians to be as designated by City for width, length, and shape with hard surface matching Powers Boulevard median turn bay noses in turn bay islands and median turn bay noses - curb and gutter to meet City standard.

7. Number of Lanes

Phase I: 4 mainline - 2 northbound and 2 southbound - with 2 10 foot surfaced shoulders along outside edge of north and southbound lanes; two left turn lanes in medians and one right turn lane both at intersections; and connecting street lanes run from the edge of the two Powers Boulevard lanes each side of the median to the edge of the Powers Boulevard

R-O-W. Note that 12 foot paved shoulders may be necessary for safety at intersections.

Phase II: 2 outside through lanes on Powers Boulevard with either 10 foot paved shoulder or standard City curb and gutter; right turn lane into and out of each intersection on Powers Boulevard with turn lane islands, curb and gutter and extensions to the end of the acceleration/deceleration tapers on the intersecting streets; and the intersecting street through-lanes and left turn bays all as designated by the City.

8. Lane Widths
  - a. 12 foot mainline through lanes excluding gutter on Powers Boulevard.
  - b. 11 foot acceleration/deceleration and turn lanes excluding gutter on Powers Boulevard.
  - c. Mainline through lanes and acceleration/deceleration and turn lanes as designated by the City on connecting streets.
9. Allowable Grades:
  - a. 4% maximum grade with 6% considered for unique short distances outside intersection traffic influence areas.
  - b. 0.5% minimum grade.
  - c. 2% maximum grade through intersection traffic influence areas - 200 feet upstream of the beginning of acceleration/deceleration tapers.
10. Maximum grade length - 1,700 feet or as required and within safe limits.
11. Horizontal alignment - 2,000 feet minimum curve radius (based on 60MPH design speed)
12. Vertical alignment: crest and sag - see Figures 2 and 3 (based on 60 MPH design speed).
13. Design Vehicle - WB60.
14. Access - fully controlled access with access permitted only at designated street intersections as indicated below. Any other direct access from adjoining property is not possible unless mutually ordered by the County, the City, and the Town of Fountain. Access to lots fronting Powers Boulevard shall be from frontage roads, and all provisions for this access and the frontage road shall be the responsibility of the affected property owner. All curb cuts for frontage roads shall be on roads other than Powers

Boulevard and shall be controlled when within 600 feet of the designated street intersections.

15. Parking - none.

16. Intersection Sight Distance - 600 foot minimum (based on 60 MPH design speed).

17. Stopping Sight Distance - 600 foot minimum (based on 60 MPH design speed).

18. Sidewalks - none.

19. Hiker/Biker Trail - in accordance with official Hiker/Biker Trail Plans as ratified by elected governing bodies. Consideration may be necessary regarding equestrian paths and crossings.

20. Landscaping - The landscaping shall be of a design approved by the Director of Parks and Recreation and the Traffic Engineer of the City relating to sight visibility. The majority of the landscaping shall be of a "native type" design with seed and mulch. trees, shrubs, and irrigation systems or dry-land landscaping. Where turn lane configuration and safety do not dictate otherwise, intersection areas of the median shall be "Class A Type" design as defined in the City's Raised Median Center Parkway Report, approved by the Colorado Springs City Council, June, 1977 and as updated, with sod, trees, shrubs, flower beds and irrigation system; but with no site visibility blockage, present or future, as required for safe traffic flow. All disturbed surfaces on the R-O-W outside the paved areas shall be seeded and mulched.

21. Safety Barriers - comply with State Highway Department criteria.

22. Roadway Lighting - Illuminating Engineering Society American National Standard Practice and City Departments of Utilities and Public Utilities Expressway Classification shall be used. Fixtures shall be the standard type required by the City Electric Division. The City Electric Division will design, install, operate and maintain the roadway lighting system. However, the roadway lighting design shall be incorporated into the overall design for the roadway system - Powers Boulevard and the part of intersecting streets within the Powers Boulevard R-O-W to avoid mismatches and conflicts and for the purpose of system continuity.

23. Traffic Signals, Signing and Stripping.

- a. The City Traffic Engineer will provide a complete signalization design for Powers Boulevard. The intersection conduit and vault design and specifications portion of this design will be provided to the Project Engineer, and shall be incorporated into the design by the Project Engineer. The Project Engineer shall provide the City Traffic Engineer with complete road layout drawings in sufficient time for the City

Traffic Engineer to complete the signal facilities layout without causing delay in the completion of the Project Engineer's work.

- b. Signing: regulatory warning and guide signing (metro street identification) in conformance with MUTCD.
  - c. Stripping - pavement marking: thermoplastic and/or inlaid cold plastic shall be used for all lane lines, intersections, crosswalks, and stop bar markings.
24. Intersection Location, Types and Geometrics.
- i. Location and Types.
    - a. Platte Avenue, design at-grade but with R-O-W provisions for grade separation, finish ultimate design for north of Platte portion of intersection at-grade but with adequate space and concept drawing showing appropriate transitions for south, west and east legs. This intersection is now and will remain signalized. See information on relocation requirement at 3.1.
    - b. Galley Road, at-grade and signalized full movement intersection.
    - c. Omaha Boulevard, at-grade and signalized "T" intersection.
    - d. Palmer Park Boulevard, at-grade and signalized through intersection.
    - e. Constitution, at-grade and signalized through intersection.
    - f. South Carefree, at-grade and signalized through intersection.
    - g. North Carefree, at-grade and signalized through intersection.
    - h. Barnes Road, at-grade and signalized through intersection.
    - i. Lariat, at-grade and signalized through intersection.
    - g. Dublin, at-grade and signalized through intersection.
    - h. Woodmen Road, design at-grade but with R-O-W provisions for grade separation, finish ultimate design for south of Woodmen Road portion of the intersection at-grade but with adequate space and concept drawing showing appropriate transitions for east and west leg and match with the design now being completed by the Briargate Development Co. (contact person Jerry Novak 303-594-9260). This intersection will be a signalized through intersection. Include channelization on Woodmen Road as approved by the City and the County in the design.



ii. Geometrics.

Exclusive turn lanes shall be provided for all movements on to and off of Powers Boulevard with dual left turn lanes and single right turn lanes based on the Colorado Department of Highways Design Manual and the applicable master plan traffic studies for the various developments along Powers Boulevard for storage length, acceleration/deceleration length and entering tapers. The following criteria are also included:

- a. Acceleration lanes for right turns on to and off of Powers Boulevard will be based on applicable Colorado Department of Highways Design Manual standards.
- b. Curb radii shall be 100 foot minimum and/or 3 centered 300 foot-100 foot-300 foot.
- c. Pedestrian crossing shall be provided at all intersections containing handicap ramps.
- d. The entire design shall accommodate the possible future addition of the fourth through lane for both north and south traffic flow. However, the accommodation will be limited to R-O-W definition, and the design completed by the Project Engineer will be for a total of six through lanes - 3 northbound and 3 southbound with turn lanes.
- e. For cross streets, the completed design will include the ultimate capability of six through lanes, dual left turn lanes, and right turn lanes to 600 foot access control point, and include interim transitions into existing roadways with the needed rights-of-ways.

25. The grading design for the roadway shall include slopes which are of the proper grade for low maintenance stability after seeding and mulching is completed, and which are located so that utility lines and other facilities can be properly accessed and maintained in a manner prescribed by the owning utility or entity including gas, electric, water, sanitary sewer, telephone, cable television, and storm drainage facilities. In areas with deep cuts or fills the right-of-way shall be expanded to contain the slopes and any necessary utility access areas.

26. The County, the City and the Town of Fountain have agreed that before completion of construction to final design of any segment of Powers Boulevard, temporary access to the pilot road will be permitted at points other than the designated street intersections on a case-by-case basis in conformance with the applicable City or County land development ordinances or regulations. Temporary access will be allowed through an annually renewable temporary access contract with the responsible governmental entity. Existing temporary access contracts shall terminate and no temporary access contract shall be approved for property adjoining Powers Boulevard

upon completion of the Phase I construction of Powers Boulevard adjoining such ownership.

#### 4. STATEMENT OF WORK

The Project Engineer shall complete all of the following tasks and any other work required to provide METEX with the deliverables listed for each phase of the work.

##### 4.1 PHASE I, STAGE A

Establish USGS datum permanent bench marks and reference all horizontal datum to the State Plane Coordinate System, produce route maps showing the right-of-way, all section corners, all fixed horizontal and vertical alignment data, all property within the right-of-way with a right-of-way legal description and a legal description for each separate piece of property - public or private - within the right-of-way. Prepare a catalogue of the property legal descriptions showing the legal description certified by a registered land surveyor, the owner's name and address, the assessor's number for the parcel which each legal description is a part of, the status of each parcel relative to zoning and land use requirements for any obligation through annexation agreement or plat requirements for Powers Boulevard right-of-way. Obtain the approvals required by the City of Colorado Springs and El Paso County.

##### 4.1.1 ROUTE MAPS

The route maps shall be a series of drawings starting with a summary map covering the entire project and showing an index of the more detailed drawings.

The individual drawings shall be plan and profile drawings showing the following:

- a. Photographic plan view showing all property lines and the land at least 1000 feet each side of the section lines along which Powers Boulevard will be built; the right-of-way lines for the Powers Boulevard Project; the right-of-way lines for any utility lines where the permanent and construction right-of-way area is outside the road right-of-way; the location of all existing lines properly referenced, dimensioned, and described; and the right-of-way center line and boundary descriptions. The right-of-way shall be the "least cost" right-of-way as described elsewhere in this RFP; road center line, paving limits, median limits, and all intersection paving, median, island and turn lane outlines.
- b. The profile section shall show the profiles for the road center line; the edge of paving profile both left and right (3rd lane out), intersecting road edge; and shall include the profile for all existing and proposed major underground utilities. Utility locations for the information on these drawings shall be

accurately determined. Underground lines shall be identified with data gathered by actual physical location using pot holes as required to expose and tie location to the survey controls.

4.1.2 DELIVERABLES (24 Copies minimum required for each deliverable)

The following items are deliverables for the Project Engineer:

4.1.2.1 Powers Boulevard right-of-way legal description Platte Avenue to Woodmen Road along with the legal description for the right-of-way for the relocation of Powers Boulevard south of Platte Avenue certified by a registered land surveyor.

4.1.2.2 Legal description of individual parcels which will be employed to comprise the Powers Boulevard right-of-way from Platte Avenue north to Woodmen Road, and for the relocation of Powers Boulevard south of Platte Avenue. Each legal description shall be certified by a registered land surveyor. Separate legal descriptions shall be provided for utility right-of-ways which are outside of but adjacent to the Powers Boulevard right-of-way, including both permanent and temporary construction easements. In addition, the Project Engineer shall provide legal descriptions necessary for any necessary extension of gas mains from existing off-site systems to accomodate the construction work for Powers Boulevard construction. R-O-W's and required regulator stations site plots shall be deeded to the City. The utility Department's Gas Division presently has R-O-W easements for its gas mains which cross Powers Boulevard between North Carefree and Barnes. This easement must not be affected or changed as a result of the design and construction of the Powers Boulevard improvement.

These legal descriptions will be provided with a key map and up to date property owners list. Legal descriptions will include the property required for the road right-of-way, turning lanes, and acceleration/deceleration lanes on Powers Boulevard, intersecting streets, and utility easements.

Legal descriptions for property now dedicated for use as Powers Boulevard right-of-way but not needed for this purpose or for adjacent utility right-of-ways shall also be provided for the purpose of allowing the City or County to reconvey this property to the adjacent landowner(s).

All individual right-of-way legal descriptions shall be marked and categorized between METEX participation and nonparticipation; and for the nonparticipating property, the parcels shall be further categorized as for dedication, purchase, or condemnation.

Each individual right-of-way parcel legal description will be accompanied with a written statement signed by the owner stating the owner's willingness to dedicate the property without cost to METEX, sell the property to METEX, or that failing to either dedicate or sell at a fair and reasonable price, where appropriate,

the owner understands condemnation proceedings will be instituted immediately by the responsible local governmental entity. This statement will also ask the owner to state whether or not the parcel is required to be dedicated by any annexations agreement or other agreement or land use approval condition.

4.1.2.3 Powers Boulevard draft route maps for review and approval by the City and County.

4.1.2.4 Proof of least-cost right-of-way calculations and summary.

4.1.2.5 Provide the Powers Boulevard final route maps, right-of-way legal description, individual parcel right-of-way legal descriptions, and route maps for Powers Boulevard from Platte Avenue to Woodmen Road, and the relocation section south of Platte Avenue all bearing the approval of the following local agencies and entities

- a. City of Colorado Springs
  - (1) Department of Public Works
    - (1.1) City Engineer
    - (1.2) Traffic Engineer
  - (2) Department of Utilities
    - (2.1) Water Division
    - (2.2) Wastewater Division
    - (2.3) Gas Division
    - (2.4) Electric Division (Transmission and Distribution)
  - (3) Director, Community Development
  - (4) Fire Department
  - (5) Police Department
  - (6) Park and Recreation Department
  - (7) Support Services Office
  - (7.1) Land Management Office
- b. El Paso County
  - (1) Director, Department of Transportation
  - (2) Director, Land Use Department
  - (3) Sheriff
- c. Other Entities
  - (1) Mountain Bell
  - (2) Cherokee Water and Sanitation District
  - (3) Cable Television Operators
  - (4) Cimarron Hills Fire District
  - (5) Falcon School District
  - (6) Cimarron Hills Street Improvement District
  - (7) METEX Representative
  - (8) State Highway Department

Separate copies shall be distributed to each agency for review to avoid routing delays which would be associated with single distributed review copies. All comments and changes shall be properly integrated.

#### 4.2 PHASE I, STAGE B

Perform the necessary soils testing, surveying, design studies, economic trade-off studies, and engineering; and provide the construction drawings, and budget summaries in current values, specifications and related items for the entire project with the ultimate road sections.

##### 4.2.1 SOILS TESTING

Perform all the soils testing required, properly design all structures, curb and gutter, under ground utility bedding, dewatering requirements, slopes, cut and fill volume balances (in-place), unsatisfactory soil and land fill degassing or disposal, and pavement mat (sub base course, base course, and asphaltic concrete mat).

##### 4.2.2 SURVEYING

Establish and maintain all bench marks and monuments needed for horizontal and vertical control throughout the project. Locate and record the position of all existing underground utilities in the Powers Boulevard right-of-way. Provide such aerial photography and mapping as needed to produce the construction documents.

##### 4.2.3 DESIGN STUDIES

Perform and complete design studies to identify the specifications and typical designs for all structures, curb and gutter, underground utility relocations, dewatering facilities, earthwork, curb and gutter, pavement mat (sub base course, base course, and asphaltic concrete mat), storm water management, and the interface between the Sand Creek box culvert and soil cement channel (contact Simons, Li for soil cement channel coordination). Make a project budget suitable for 4.2.6 Construction Budget Work. Include hydraulic grade line determination on storm sewer designs. The Project Engineer shall provide for the integration of the design for existing and proposed major utility facilities into the overall project design documentation and coordinate the construction and installation of these facilities with the responsible governing agency.

##### 4.2.4 ECONOMIC TRADE-OFF STUDIES

Perform economic trade-off studies for each design study and justify the designs selected based on present value analysis using a life of twenty (20) years, 10 percent discount rate with 5 percent and 10 percent constant inflation covering capital and maintenance cost with a 100 year storm at years 5 and 15.

##### 4.2.5 ENGINEERING

Perform all the necessary engineering and produce construction drawings and specifications covering the entire project. Bid

documents are required as prescribed in 4.2.7.. As-built drawings correlated with the ultimate design shall be provided as a part of the work. Provide a traffic study and a Traffic Management and Detour Control Plan as a part of the overall engineering documentation.

#### 4.2.5.1 TRAFFIC STUDY

One of the most important aspects of the project is finance. It is desired that as much new development as possible be completed in the METEX service area to increase assessed values and thereby future ad valorem tax revenues for debt coverage. At the same time, present and future traffic loading on Powers Boulevard must be treated with concern. A traffic study shall be completed as a part of the overall engineering work covering present traffic loading and potential new future traffic loading resulting from development in the Powers Boulevard service area. Powers Boulevard improvement schedules could impede assessed value buildup in the METEX service area as a result of building restrictions set to manage traffic safety on Powers Boulevard until improvements are completed. In order to have basic data to resolve this issue, the Project Engineer shall make current traffic measurements on Powers Boulevard, identify future traffic buildup as a result of new development in the project's service area, quantify expected area traffic volumes for the duration of Phases 1C and 1D, and define ultimate traffic carry routes and capacities of the traffic network which will be impacted and which can be used to mitigate traffic safety and convenience issues during the completion of Phases 1C and 1D providing for a defined maximum time phased new traffic loading from development within the Powers Boulevard service area. Phasing and market absorption plans will be made available by the METEX Board, the City Traffic Department, and the County Land Use Department.

#### 4.2.5.2 TRAFFIC MANAGEMENT AND DETOUR CONTROL PLAN

The Project Engineer shall provide a Traffic Management and Detour Control Plan as an integral part of the construction drawings and specifications. This plan shall address Phases 1C and 1D, and may be an important factor in defining the location of work to be completed during each of these two phases. This plan shall set forth the detours to be employed - on and off the Powers Boulevard R-O-W - during Phases 1C and 1D; the ultimate amount of new development which can be safely and conveniently accommodated by the overall Traffic Management and Detour Control Plan for the duration of the project; the on and off R-O-W signage and traffic control aspects which will be implemented during Phases 1C and 1D; bad weather controls and storm recovery procedures; and, maintenance required as a result of high loading of off-Powers Boulevard R-O-W streets which are a part of the overall Traffic Management and Detour Control Plan's implementation. This plan shall be based on (and include in the Plan Book) the Traffic Study.

#### 4.2.6 CONSTRUCTION BUDGET

Segregate the work based on budget data produced as a part of the design work into Phases IC and ID increments so Phase IC costs fall within the METEX budget for this phase with a 10 percent cost contingency allowance included.

#### 4.2.7 CONSTRUCTION BID DOCUMENTS

Produce a complete set of bid documents by marking the construction drawing produced under 4.2.5, Engineering, showing the limits of work for Phase IC in a clear and concise manner. Expand the specifications to complete the bid document package including but not limited to general conditions, special conditions, schedule, bid forms, contract, bid bond, performance and payment bond, and a warranty bond which shall provide an approximately one-year warranty on all construction with the warranty extending until final acceptance of the work for maintenance by the City and/or County. An invitation for bids and contractors prequalifications standard shall also be provided.

#### 4.2.8 LANDSCAPE ARCHITECT ALLOWANCE

The Project Engineer shall include a cost allowance of \$40,000.00 to cover the services of a Landscape Architect to be named by METEX. The Landscape Architect will produce all landscape plans, planting lists, and specifications required for the construction documents and provide them to the Project Engineer in a timely manner. The Project Engineer shall provide the Landscape Architect with reproducible drawings as need for the Landscape Architect to complete his drawings and plant list. The Landscape Architect will provide all of the design and construction documents (specifications with warranty) for 3.1 (19) Hiker-Biker Trail and 3.1 (20) Landscaping.

#### 4.2.9 DELIVERABLES (24 copies minimum required for each deliverable)

The following items are deliverables for the Project Engineer:

4.2.9.1 Soils testing reports shall be summarized and bound in books. These books shall be provided to reviewing and approving agencies which have a need for this information in order to complete their reviews.

4.2.9.2 Surveying reference information forming the basis for benchmark and monument location and the vertical and horizontal control for the project, records of existing utilities locations within the right-of-way for the part of Powers Boulevard and relocations included in the project, aerial photography and resulting contour maps shall be summarized and bound in books. This book shall contain sufficient information to allow easy and complete re-establishment of control for Phases ID and IIA after Phase IC is completed and the road used for an extended time

period. This information shall be complete enough to document preconstruction contours, conditions and facility locations within and 500 feet from both sides of the new Powers Boulevard right-of-way, and within 800 feet from both sides of the wider R-O-W for intersections.

4.2.9.3 Provide the design studies complete in booklet form. Include an executive summary covering the recommended designs and justification for each.

4.2.9.4 Include the Economic Tradeoff Studies as an integral part of the Design Study Book.

4.2.9.5 Provide review engineering data, construction drawings, and specification for entire project; and, after review and approval, provide record copies. Include the draft Traffic Management and Detour Control Plan.

4.2.9.6 Provide a Phase IC budget breakdown for Phase IC, including a 10 percent contingency fund, which complies with the METEX budget. Define the construction scope of work for Phase IC such that all costs for this phase will fall within the METEX budget, including the costs associated with implementing the Traffic Management and Control Plan.

4.2.9.7 Provide the construction bid documents, including the Traffic Management and Detour Control Plan.

4.2.9.8 Include the landscaping design documents in the construction bid documents.

4.2.9.9 Provide the Soils Testing Reports; Surveying Reference Information; Design Study and Economic Tradeoff Study Report; Engineering, Construction Drawings and Specifications covering the entire project - less bid documents; construction budget; and construction bid documents, all bearing the approval of the following agencies and entities:

- a. City of Colorado Springs
  - (1) Department of Public Works
    - (1.1) City Engineer
    - (1.2) Traffic Engineer
  - (2) Department of Utilities
    - (2.1) Water Division
    - (2.2) Wastewater Division
    - (2.3) Gas Division
    - (2.4) Electric Division (Transmission and Distribution)
  - (3) Director, Community Development
  - (4) Fire Department
  - (5) Police Department
  - (6) Park and Recreation Department
  - (7) Support Services Office
    - (7.1) Land Management Office



- b. El Paso County
  - (1) Director, Department of Transportation
  - (2) Director, Land Use Department
  - (3) Sheriff
- c. Other Entities
  - (1) Mountain Bell
  - (2) Cherokee Water and Sanitation District
  - (3) Cable Television Operators
  - (4) Cimarron Hills Fire District
  - (5) Falcon School District
  - (6) Cimarron Hills Street Improvement District
  - (7) METEX Representative
  - (8) State Highway Department

Separate copies shall be distributed to each agency for review and approval to avoid routing delays which would be associated with single distributed review copies. All comments and changes shall be properly integrated.

#### 4.3 PHASE I, STAGE C

This stage of the work will consist of field construction of the facility as described by the 4.2.9.6 budget breakdown. Proposers are asked to indicate in their proposal which of the following procedures will be employed if an award is made for the work:

- a. Municipal project engineering approach with no cost or time of completion guarantees on the part of the Project Engineer.
- b. Project and Construction Manager approach with both cost and time of completion guarantees.

4.3.1 Provide an acceptable construction contract package including a complete summary of the bids taken, the invitation for bids the bids are responsive to, proposed contracts (or subcontracts) complete with all bonds, insurance certificates, guarantees and warranties, schedules, Phase I Stage C budget with a justified contingency sum included, and failure-to-perform penalty summary. This package will also cover the costs of all field engineering (Project Engineer, Soils Testing, Field Surveying, and Inspection).

4.3.2 Provide and acceptable Phase I Stage C facility, maintained, and accepted by the City and County.

4.3.3 Provide complete "as-built" record drawings and documents on mylar reproducibles.

#### 4.4 Phase I, Stage D

Phase I, Stage D field work will be performed at the time assessed value buildup within the METEX boundaries and other revenue sources exist which make it financially feasible to fund this work. This work will proceed under a to be negotiated change order to the contract resulting from this request for proposals.

## 5. PROPOSED SCHEDULE

The following schedule defines a preferred time frame for the work. It is based on completed deliverable

s. Other schedules may be more cost-effective for METEX. Each proposal submitted shall contain a proposed schedule and supporting manloading and equipment availabilities which is in the form of a Project Engineer's Capability Statement.

Where local government review and approval is a part of a complete deliverable, the proposal shall outline the procedures and local government review time available for their reviews. It is recommended that draft information be provided, and managed with a document control procedure to manage and facilitate timely and efficient review situations for this project.

5.	Phase I, Stage A-Based on 10 Feb 86 <u>Notice to Proceed</u>	<u>Complete By</u>
5.1.1	Reserved	
5.1.2.1	R.O.W. Legal Descriptions	<u>1/31/86</u>
5.1.2.2	Parcel Legal Descriptions	<u>4/1/86</u>
5.1.2.3	Draft Route Maps	<u>1/31/86</u>
5.1.2.4	Proof Of Least-Cost R.O.W. Summaries	<u>4/1/86</u>
5.1.2.5	Approved Route Maps With Legal Descriptions	<u>2/28/86</u>
5.2	Phase I, Stage B	<u>5/31/86</u>
5.2.1	Soils Tests (Preconstruction)	<u>2/28/86</u>
5.2.2	Surveying	<u>5/31/86</u>
5.2.3	Design Studies	<u>2/28/86</u>
5.2.4	Economic Trade-Off Studies	<u>5/31/86</u>
5.2.5	Engineering	<u>2/28/86</u>
5.2.6	Construction Budget	<u>3/30/86</u>
5.2.7	Construction Bid Documents	<u>7/31/86</u>
5.2.8	Landscape Architecture Work	<u>8/31/86</u>
5.3	Phase I, Stage C	<u>3/30/86</u>
5.3.1	Acceptable Construction Contract Package	<u>9/31/86</u>
5.3.2	Acceptable Phase I, Stage C Facility	<u>10/31/85</u>
		<u>12/31/86</u>
		<u>10/31/87</u>

## 6. PROPOSAL REVIEW CRITERIA

The following criteria will be evaluated in reaching an award for the work covered by this RFP, and each should be addressed in the proposal.

6.1 Freedom from actual or the appearance of any conflict of interest.

6.2 Experience of the proposer with similar type projects.

6.3 Project cost and facility yield efficiency (dollars per foot of road).

6.4 Capability of proposer to complete work on schedule, within budget, and related guaranties and warranties.

6.5 The safety, traffic convenience, and cost effectiveness of the Traffic Management and Detour Control Plan.

## 7. PROJECT FINANCE

It is the intent of the METEX Metropolitan District to fund this project with Metropolitan District Bond proceeds. Proposals have been solicited and received for Finance Services and Bond Sales. Respondents are being short listed and interviews will be conducted in the near future.

The successful Financial Services proposer and the to be selected Project Engineer will be expected and required to work together in a cooperative and coordinated manner under the direction of the METEX Project Manager to achieve the most cost-effective finance and project implementation conditions possible.

CITY OF COLORADO SPRINGS

The "America the Beautiful" City

BOOK 5112 PAGE 0410

DEPARTMENT OF PUBLIC WORKS

ADMINISTRATION (303) 578-6660

30 S. NEVADA

SUITE 402

P.O. BOX 1575

COLORADO SPRINGS, COLORADO 80901

June 1, 1984

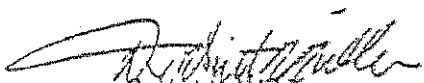
Mr. Doug Jardine  
Resource Development Engineering  
3365 Clubview Terrace  
Colorado Springs, CO 80906

Dear Doug:

Enclosed is the information you desired on design criteria for Powers Boulevard from Woodmen Road to U.S. 24.

I believe the information is self-explanatory with the exception of two items in the memorandum from the Traffic Engineer under "8. Criteria:" "19. Hiker/Bike Trail" and "20. Landscaping." The Department of Park and Recreation will be your primary information source for these two items.

Yours truly,

  
Dewitt Miller  
Director of Public Works

OM:bk  
Attachments

cc: Gary R. Haynes, City Engineer  
James W. Hauck, Traffic Engineer

INTER - OFFICE MEMORANDUM

Date: June 1, 1984

To: DeWitt Miller, Director of Public Works

From: Gary R. Haynes, City Engineer

SUBJECT: POWERS BOULEVARD DESIGN CRITERIA - WOODMEN ROAD TO U.S. 24

The pavement thickness design criteria for the referenced road is the design criteria established by the American Association of State Highway Transportation officials and the Colorado Department of Highways. The roadway is considered an expressway utilizing six lanes with heavy truck traffic.

All drainage facilities shall be designed in accordance with the City of Colorado Springs Storm Runoff Criteria Manual (a copy is attached) and be in compliance with the applicable drainage basin master plan as amended.

Plans and profiles shall be submitted on standard plan and profile mylars a maximum of 36" width at a scale of 1" = 50' horizontal and 1" = 5' vertical.

  
Gary R. Haynes  
City Engineer

GRH/dg

cc: Robert Martin, Special Projects Administrator  
Jim Hauck, City Traffic Engineer  
• Duane Smith, Asst. Traffic Engineer  
Larry Lane, Traffic Planner  
Chris Smith, Subdivision Development Administrator  
Lynn Bergman, Senior Civil Engineer

CITY OF COLORADO SPRINGS

DETERMINATION OF STORM RUNOFF CRITERIA

March 1977

City Engineering Division  
Department of Public Works  
Post Office Box 1575  
Colorado Springs, CO 80901  
Ph. 471-6606

November 30, 1979

TO ALL CONSULTING ENGINEERS:

Gentlemen:

In April 1977, the Engineering Division of the Department of Public Works issued a manual entitled "Determination of Storm Runoff Criteria". This manual was prepared primarily to outline the criteria to be used by all engineer's for the determination of storm runoff. Some guidelines were also included concerning hydraulic analysis, however, approval of detail designs was subject to the engineering judgment and discretion of the City Engineer.

In reviewing several drainage reports recently submitted, it has come to our attention that differing design parameters are being used in the design of many new drainage facilities. Because of these differing design parameters, significant differences in the size of the required drainage improvements has resulted in adjacent subdivisions.

To allow more continuity and uniformity in the improvements proposed by each design engineer, we wish to update the drainage manual to include the design details and criteria which should be used in the preparation of drainage plans. These amendments reflect the design recommendations and criteria changes which have been adopted in the Master Drainage Reports completed since issuance of the drainage manual.

Please make the following additions or corrections on the pages noted:

Page 5      Change the curve numbers as follows:

Land Use Description	Hydraulic Soil Group			
	A	B	C	D
Commercial & Business (85% impervious)	89	92	94	95

Page 14 & 15      Add the following note to both Table 4 and Table 5:

Note: The street capacities tabulated represent the total capacities (both curbs) with level curbs in straight sections. One half the capacity listed should be used for each curb. Streets with unlevel curbs or horizontal curves have lesser capacities and should be checked on an individual basis.

Page 18

Add the following design requirements at the end of the second paragraph:

Fully lined open channels shall be designed with velocities not to exceed 20 feet per second unless special design considerations are provided which are approved by the City Engineer. Open channels proposed with lined sides and unlined bottoms in accordance with the master drainage reports shall be designed with erosion checks and maximum velocities limited by the erodibility of the soil. Major channels ( $\geq 500$  cfs) shall be designed with cut-off walls a minimum of 3 feet deep at approximately 200 to 250 feet intervals. In some design applications channel drops and cut-off walls can be incorporated into the same structure. All channels shall be provided with cut-off walls at beginning and end of sections to prevent undermining. Unlined ditches, ungrouted rip-rap channels, and "v" concrete ditches are unacceptable for maintenance by the City.

Concrete lined channels shall be constructed in accordance with the City of Colorado Springs Standard Specification. Slip dowel expansion joints shall be provided at a minimum of 100 feet spacing. Contraction joints shall be constructed at 10 foot intervals. Concrete lined channels shall have a minimum thickness of 4" and be reinforced with 6 x 6 - 6/6 welded wire mesh. Channels constructed in poor soils or subject to high velocities and excessive abrasion may require greater concrete thicknesses. Weep holes shall be constructed of a minimum of 2" diameter plastic or galvanized steel pipe and spaced as required.

Grouted rip-rap channels shall be constructed in accordance with the City of Colorado Springs Standard Specifications. The thickness of the rip-rap section shall be a minimum of two times the diameter of the specified stone for sizes 6" through 12" and 1.5 times the diameter for sizes 18" through 48" and larger. The rip-rap shall be well graded with 50% of the stones equal to or greater than the specified size. The following chart shall be used to size the rip-rap stones:

Rip-Rap Stone Sizing Chart

	Velocity (fps)	Stone Size (equiv. diam.)
	9	6"
	12	9"
	14	12"
	16	18"
	18	24"
	20	30"
Below line, for reference only	22	36"
	24	42"
	26	48"



Page 19      Revise the "n" values shown in Table 7 as follows:

Lining Type	"n"
Concrete pipe	0.013
Concrete channel lining	0.015

Please include all the above items in your copies of the City of Colorado Springs drainage criteria manual. These items are part of the drainage policy and should be used in the preparation of drainage studies and the design of proposed drainage improvements.

If you have any questions concerning these matters, please feel free to contact this office.

Sincerely,

Gary R. Haynes  
Gary B. Haynes, P.E.  
Acting City Engineer

GRH/GWB/pap

cc: DeWitt L. Miller, Director of Public Works  
Robert A. Martin, Special Projects Administrator

## CITY OF COLORADO SPRINGS

DEPARTMENT OF PUBLIC WORKS • PHONE 471-6506 • P. O. BOX 1515  
MUNICIPAL BUILDING • COLORADO SPRINGS, COLORADO 80901

December 27, 1977

TO ALL CONSULTING ENGINEERS

Gentlemen:

In April 1977 the Engineering Division of the Department of Public Works issued a manual entitled "Determination of Storm Runoff Criteria." This manual is to be used by all engineers in determining the volume of storm water runoff at specific locations.


We wish to correct a policy statement which was made on Page 1 of that manual. The second sentence in Section III should be amended to read as follows:

"The 100 year frequency storm (1% chance in any given year) shall be analyzed to determine if the 100 year storm will produce a peak flow greater than 500 c.f.s. If the calculations show that the peak flow will be less than 500 c.f.s., the 5 year frequency storm shall be used as the basis of computations."

Please use this revision in all future drainage studies.

Contact this office if you have questions.

Sincerely,



Donell Jeffries  
City Engineer

DJ:bk

cc: DeWitt Miller, Director of Public Works  
George Jury, Assistant Director of Public Works  
Robert A. Martin, Assistant City Engineer

TO ALL CONSULTING ENGINEERS

SUBJECT: Addendum to the Colorado Springs Engineering Division Manual  
"Determination of Storm Runoff Criteria"

Gentlemen:

Transmitted herewith for your review are the latest proposed revisions to the Colorado Springs Engineering Division Manual entitled, "Determination of Storm Runoff Criteria". Your input will play a major role in the final determination of the form and content of these proposed revisions.

#### Drainage Criteria Policy

1. The energy line and hydraulic grade line shall be plotted on design profiles for all hydraulic structures such as box culverts, rectangular and trapezoidal channels including transition sections, energy dissipation structures, storm sewer lines, manholes, junctions, bends, etc.
2. Closed conduits shall be designed as flowing full and may be allowed to go under pressure if by so doing size of pipe or number of grade changes can be reduced. However, if designed under pressure the hydraulic grade line shall not rise above the ground or street surface or rise to such a level that pick up of the designed surface flow is prohibited. Lateral lines should be sized based upon the available head at the respective inlet using .5 foot freeboard from the apron elevation down to the design water level in the inlet. All minor losses (entrance, transitions, bends, curves, etc.) and friction lost must be evaluated to properly size the conduits.
3. Storm drainage outfall points shall be specified at the location of existing natural channels and/or manmade facilities which have the capacity to accept the proposed increased flows. Existing outfall facilities lacking the capacity to accept increased flows shall be upgraded to accept such flows in proportion to the increased flow. Development plans proposing to discharge flows that exceed the natural historic flow onto to either platted or unplatted land without acceptable discharge facilities shall be disapproved.
4. All final drawings submitted to this office for approval shall be drawn in ink on mylar.
5. All proposed field changes made after City approval of design plans must be submitted to the City Engineer for review and approval prior to construction. All authorized changes to approved design plans shall be shown on final as built drawings submitted to the City Engineer.
6. Storm sewers shall begin at a point where the gutter flow carrying capacity has been reached or where the flow in the gutter has reached 12 cfs, whichever is greater.

It is the intent of these criteria to set forth the minimum design and construction requirements for normal installations and they are not intended to be applicable in instances requiring special design or construction considerations.

Sincerely,

Gerald J. Gramko  
City Engineer

GJG/ro

cc: DeWitt Miller, Director of Public Works

Addendum to the City of Colorado Springs Determination  
of Storm Runoff Criteria Manual

IX Storm Drainage Report Format

The Storm Drainage Report shall include but not be limited to the following:

- A. Cover Sheet: Stating the name of the proposed project and purpose of the report. The cover sheet shall include the name of the preparer and date.
- B. Certificate of Engineering Accuracy and Completeness including compliance with applicable City drainage criteria in the form of a professional engineer's seal.

A statement of the developer's or owner's acknowledgment and intent of compliance with the contents of the drainage report in the form of a signature, title and date.

C. The body of the report shall include:

1. Scope, purpose and intent of report.
2. General property description with acreage.
3. General existing drainage characteristics (on and surrounding the site).
4. Specific internal and external drainage considerations (i.e., adjacent storm water flows in street, etc.)
5. General proposed drainage characteristics (on and off the site).
6. Impact of proposed development flows, as well as surrounding area flows, on downstream facilities.
7. Surrounding area flows to be calculated in conformance to City or area wide Comprehensive Plans or future anticipated ultimate land use or development plans.
8. Drainage report to conform to, and be written in coordination with, basin or area wide Master Storm Drainage Reports.

- D. Hydrologic calculations with tabulations of:
  - Areas
  - Runoff coefficients
  - Time of concentrations
  - Intensity or "Q", "qp"
  - Time to peak, etc. as applicable
- E. Applicable hydraulic calculations concerning entrance and exit conditions, wave analysis, flow around bends at velocities less than and greater than

- critical, and calculations necessary for the sizing of pipes, channels, culverts, inlets, laterals, detention and retention ponds, rip rap, and any special structures.
- F. Site (vicinity key) map showing the geographic location of the proposed development and storm drainage tributary basin.
- G. Soils classification map (soils survey interpretations are not necessary. This may be shown on the drainage plan).
- H. Drainage plan of the proposed development showing:
1. Type of development
  2. Location of:
    - buildings
    - streets
    - parking lots
    - greenbelts
    - 100 year flood plain limits
    - irrigation ditches
    - lakes and ponds
    - existing drainage facilities
    - proposed drainage facilities
    - major storm drainage system routing
    - subsurface utilities
    - existing easements
  3. Existing and proposed contours
  4. Proposed sub basin boundaries
  5. Sub basin drainage characteristics
  6. Peak flows for sizing inlets and laterals
  7. Design points used in study
  8. Outfall requirements
  9. Inlets and inlet laterals
  10. Onsite runoff detention facilities
- I. The drainage plan shall indicate if adjacent property is platted with name and filing, if applicable.
- J. The report shall include an accurate, complete, current estimate of drainage costs of proposed facilities. This estimate shall reflect the costs at the time of the proposed construction (i.e., inflationary costs).

- K. The drainage fees (cash or letter of credit) shall be determined in accordance with the latest drainage ordinance and applicable basin fees.
- L. All open channel water surface elevations shall be based on backwater calculations, taking into account channel and overbank roughness, contraction and expansion losses, and the effects of all bridges, culverts, and other man-made control structures.
- M. Site grading plan.
- N. Erosion and sedimentation control plans during and after construction.
- O. Statement of all assumptions used in the conduct of the study.
- P. All reference sources used in the design if other than standard Colorado Springs design references contained within this manual.

## SMALL SUBDIVISIONS DRAINAGE REPORT FORMAT

This format is designed for the "Letter Type" drainage report which is required for a resubdivision or replat of property for which a complete drainage report has previously been approved by the City Engineer. In addition, this format can be used for small subdivisions for which no drainage improvements are required, the subdivision of which will not affect the present drainage in the area.

The "Letter Type" drainage report will require the following:

1. Cover sheet or statement to include the name and purpose of the report. This should include the date of preparation and the name of the previous subdivision.

2. Engineer's Statement:

"The attached drainage plan and report were prepared under my direction and supervision and are correct to the best of my knowledge and belief. Said drainage report has been prepared according to the criteria established by the City for drainage reports and said report is in conformity with the master plan of the drainage basin. I accept responsibility for any liability caused by the negligent acts, errors, or omissions on my part in preparing this report."

Seal

\_\_\_\_\_  
Signature and PE #

3. Developer's Statement:

"The Developer and/or his representative has read and will comply with all the requirements specified in this drainage report and plan as approved by the City Engineer."

\_\_\_\_\_  
Signature

4. Body of the report should include:

- a. General property description with acreage.
- b. General existing drainage characteristics (on and off site).
- c. General proposed drainage characteristics (on and off site).
- d. Hydrologic calculations with tabulations of: areas, runoff, coefficients, time of concentrations, intensity, or "Q", " $q_p$ ", time to peak, etc., as applicable.



5. A site map is required showing location with regard to the area.

6. The drainage plan shall indicate if adjacent property is platted with name and filing, if applicable.

7. The drainage fees (cash or letter of credit) shall be determined in accordance with the latest drainage ordinances and applicable basin fees.

8. The City Engineering Division requires 3 copies of the report for our files, therefore, it is recommended that 5 copies be submitted so that one each can be returned to the Engineer and the Developer.

## I. Introduction

The Pikes Peak Area Council of Governments recently commissioned Karcher and Weber, Inc. to study and prepare a Drainage Criteria Manual. This manual was submitted to the Department of Public Works in the summer of 1976 for review and possible adoption. The report is thorough, informative and relatively complete for a comprehensive Public Works manual; however, it is excessively complex for the immediate needs of the areas. This Drainage Criteria manual was utilized in the preparation of the proposed Drainage Manual.

## II. Purpose and Scope

The purpose of this manual is to redefine the Drainage criteria for determining peak flows in the Colorado Springs area.

Drainage plans and reports shall include, but not be limited to this manual. Good engineering judgement and discretion should always be included in any hydrologic and hydraulic analysis. All drainage studies shall include an analysis of all drainage related problems affecting property in question. (Including water leaving and/or entering and/or water flowing adjacent to the property.)

This manual does not specifically address flow routing, facility designs and networks or hydraulic procedures; however, one may obtain such information from texts such as Design of Small Dams, Denver Criteria Manuals, Handbook of Hydraulics by King and Brater, and the Soils Conservation Service manuals. If any conflict between this criteria and that of another source shall exist, this criteria shall govern.

## III. Drainage Criteria

The Colorado Springs Drainage Criteria shall be based on the 6 hour duration storm. The 5 year frequency storm shall be analyzed up to and including the 500 cfs peak flows, thereafter the 100 year frequency (1% chance in any given year) storm shall be analyzed. The total precipitation for a 5 year - 6 hour storm shall be considered as 2.1 inches, and 3.5 inches for the 100 year

6 hour storm. The City will approve the Rational method for drainage reports containing less than 20 acres. (See Section VI for required methodology and example.)

#### IV. Modified SCS Methodology

The procedures utilized shall be those as discussed in Chapters One through Five of the Soils Conservation Service publication "Procedures for Determining Peak Flows in Colorado", which incorporates and supplements Technical Release No. 55 (July 1976).

The City of Colorado Springs will not require a comparison of present to future peak flows under this criteria; but only a determination of the appropriate peak discharges with routing and facility designs. [On site storm runoff detention is discouraged; however, this may be necessary under certain circumstances. Prior approval should be obtained from the City Engineer before such an analysis is performed due to possible rejection of the proposed drainage plan.] All drainage reports shall analyze the underlying soil types and conditions; this shall be shown on a soils classification map of the area in question. (Soils classification maps may be viewed at the local SCS office.) The soils information is then utilized to determine curve number. (See example page 9). This curve number is then used to determine the (Q) runoff in inches based on total precipitation for the storm (See Table 1).

The time of concentration must be determined for the "developed" condition to the study point; this requires a great deal of individual discretion and analysis. In order for the time of concentration (tc) to be accurate, one must usually analyze sheet flows, channel and street flows. (See Fig. 11 for tc's for natural channel.) Several documents have been published which discuss appropriate methods and these should be consulted. This "tc" is then used to determine the

cubic feet per second per square mile per inch of runoff (qp). (See figure 1) where:

q = hydrograph coordinate discharge (cfs)

qp = csm/in (cubic feet per second per square mile per inch of runoff)

A = Drainage area in square miles

Q = Runoff in inches.

The time to peak (tp) shall be based on the following for flood routing and composite hydrograph preparations.

$$t_p = 0/2 + 0.6 t_c$$

$$t_b = 2.67 t_p$$

0 = Total period of excess rainfall, 6 hours.

t<sub>b</sub> = time base of hydrograph

The sub basin hydrographs must be related to each other according to appropriate times of concentration and relative travel times. The summation of these individual sub basin hydrographs produce a composite (total) hydrograph at the point in question. The travel time (t<sub>t</sub>) is derived from the flow velocities in the drainage facilities from one point to the following study point.

All drainage facilities shall be designed according to good engineering principles with improved streets utilized as drainage channels according to Tables 4 and 5. All inlets shall be designed according to Table 6 using the City standard inlet designs. (0-10 R and High Capacity Inlets.)

Table I -- Determination of Runoff Depth in inches for selected CN's and rainfall amounts

Curve Number	(P) Rainfall (Inches)	
	2.10	3.50
56	0.03	0.38
58	0.05	0.45
60	0.08	0.53
62	0.11	0.62
64	0.14	0.71
66	0.18	0.80
68	0.23	0.90
70	0.28	1.01
72	0.34	1.12
74	0.40	1.24
76	0.47	1.36
78	0.54	1.50
80	0.62	1.64
82	0.71	1.78
84	0.82	1.94
86	0.92	2.10
88	1.05	2.27
90	1.13	2.45
92	1.33	2.64
94	1.49	2.84
96	1.67	3.04
98	1.87	3.27

1/ To obtain runoff depths for CN's and other rainfall amounts not shown in this table, use arithmetic interpolation or:

$$Q = \frac{CN (P + 2)^2 - 400 (P + 2 - \frac{100}{CN})}{CN (P - 8) + 800}$$

Table 2 - Runoff curve numbers for selected agricultural, suburban, and urban land use. (Antecedent moisture condition II, and  $I_a = 0.25$ )

Land Use Description	Hydrologic Soil Group			
	A	B	C	D
Cultivated land <sup>1</sup> : without conservation treatment	72	31	28	91
: with conservation treatment	62	71	78	81
Pasture or range land: Poor condition	68	79	86	89
: Good condition	39	61	74	80
Meadow: Good condition	30	58	71	78
Wood or Forest land: thin stand, poor cover, no mulch	45	66	77	83
: good cover <sup>2</sup>	25	55	70	77
Open Spaces, lawns, parks, golf courses, cemeteries, etc.				
good condition: grass cover on 75% or more of the area	39	61	74	80
fair condition: grass cover on 50% to 75% of the area	49	69	79	84
Commercial and business areas (85% impervious)	89	88	91	93
Industrial districts (72% impervious).	81	88	91	93
Residential: <sup>3</sup>				
Average lot size	Average % impervious <sup>4</sup>			
1/8 acre or less	65	77	85	92
1/5 acre	47	65	78	89
1/4 acre	38	61	75	87
1/3 acre	30	57	72	86
1/2 acre	25	54	70	85
1 acre	20	51	68	84
Paved parking lots, roofs, driveways, etc.-	98	98	98	98
Streets and roads:				
paved with curbs and storm sewers-	98	98	98	98
gravel	76	35	89	91
dirt	72	32	87	89

1. For a more detailed description of agricultural land use curve numbers refer to National Engineering Handbook, Section 4, Hydrology, Chapter 9, August 1972.
2. Good cover is protected from grazing and litter and brush cover soil.

Table 2 (con't)

3. Curve numbers are computed assuming the runoff from the house and driveway is directed towards the street with a minimum of roof water directed to lawns where additional infiltration could occur.
4. The remaining pervious areas (lawn) are considered to be in good pasture condition for these curve numbers.

Example 1-1

Compute the peak discharge for a 5 year - 6 hour storm for a 100 - acre watershed to be converted to a suburban development. All the soils are in hydrologic soil group C. The proposed land use is 50 percent residential with lot size 1/3 acre; 10 percent industrial; 25 percent streets with curb and gutters, etc.; and 15 percent open space, parks, schoolyards, etc., with good grass cover. (Time of concentration,  $t_c = 0.25$  hours.)

1. Compute the weighted runoff curve number.

<u>Land Use</u>	<u>Percent</u>	<u>Curve Number</u>	<u>Product</u>
Residential with lot size 1/3 acre	50	81	4,050
Industrial	10	91	910
Streets with curbs, etc.	25	98	2,450
Open space, parks, etc.	15	74	1,110
	100		8,520

Thus

$$\text{Weighted CN} = \frac{8,520}{100} = 85.2$$

2. From table 1 using CN = 85 and P = 2.1 interpolate to read Q = 0.87 inches.
3. Determine  $q_p$  from Fig II using  $t_c = 0.25$  hours:  $q_p = 1,530$  CSM/in.
4. Determine peak discharge (q):

$$\begin{aligned} q &= q_p A Q \\ &= (1,530 \text{ CSM/in}) \left( \frac{100 \text{ A.}}{640 \text{ A/sq. mi.}} \right) (0.87 \text{ in}) = 208 \text{ cfs} \end{aligned}$$

5. Determine time to peak ( $t_p$ ) for plotting hydrograph:

$$\begin{aligned} t_p &= 0.2 + 0.6 t_c \\ &= 0.2 + 0.6 (0.25) = 0.35 \text{ hours.} \end{aligned}$$



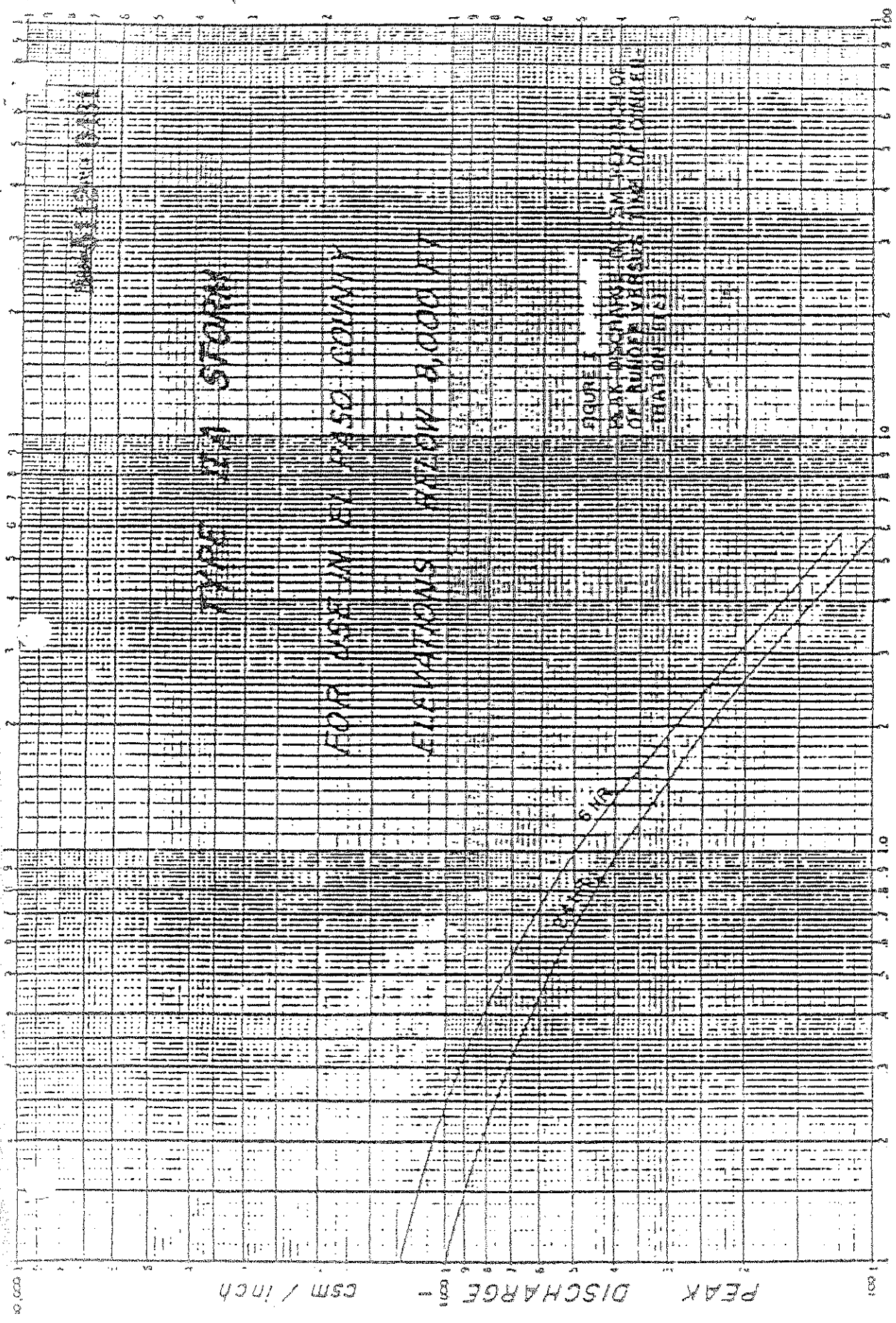


FIGURE I  
TIME OF CONCENTRATION - HOURS  
Revised 7-13-77 CA

$$T = \left( \frac{11.7 L^3}{H} \right)^{.385}$$

BOOK 5112 PAGE 0432

T = T<sub>c</sub> in hours

L = Length of longest watercourse in miles

H = Elevation difference in feet

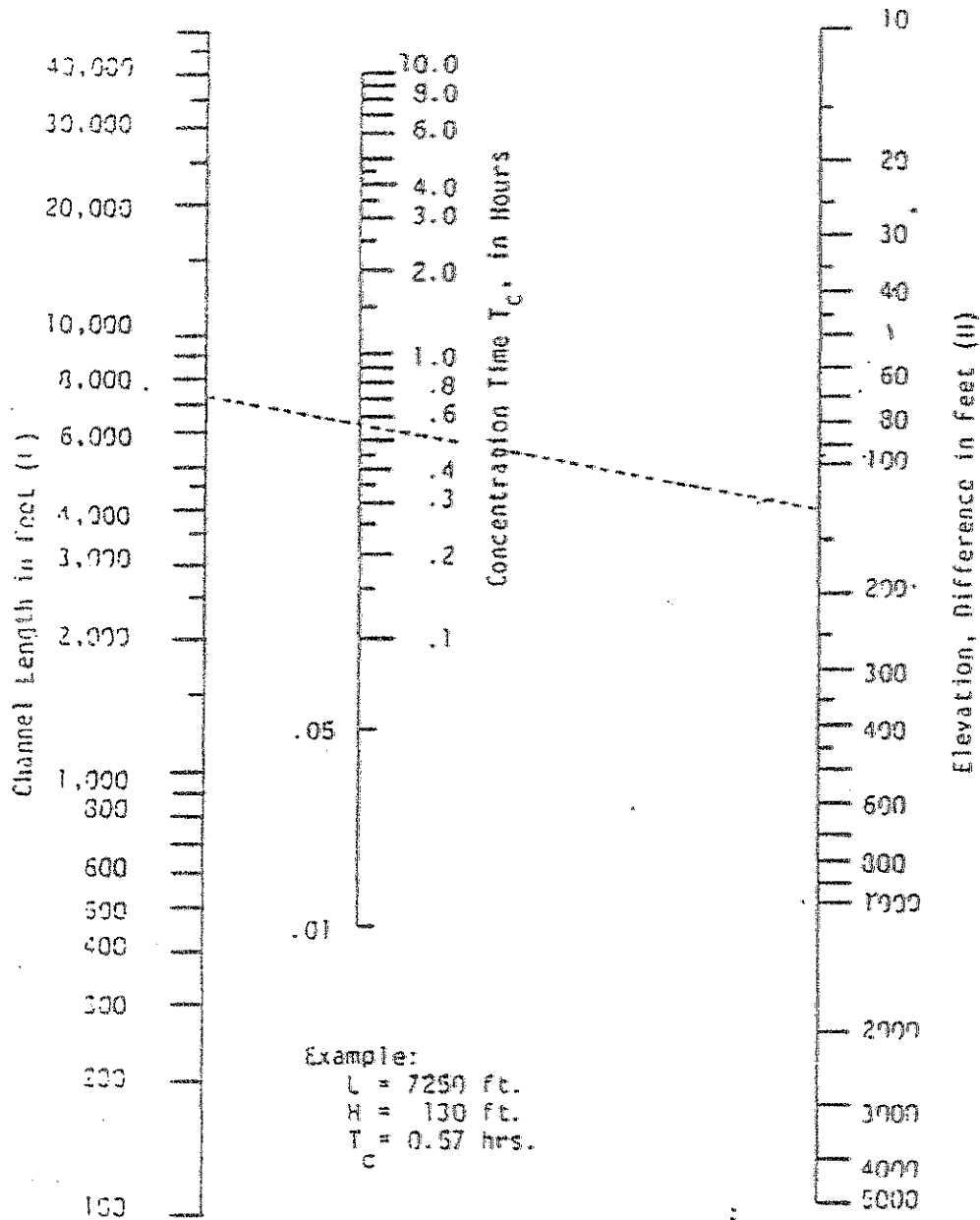


Figure 11 Estimating T<sub>c</sub> from Lengths and Slopes of Natural Channels

the time of concentration must be estimated so that the average rainfall rate of a corresponding duration can be determined from the rainfall intensity-duration-frequency curves that are prepared for the design area.

For urban storm sewers the time of concentration consists of an inlet time, or time required for runoff to flow over the surface to the nearest inlet, and time of flow in the sewer to the point under consideration. The latter time can be closely estimated from the hydraulic properties of the sewer. Inlet time, on the other hand, will vary with surface slope, depression storage, surface cover, antecedent rainfall, and infiltration capacity of the soil, as well as distance of surface flow. In general, the higher the rainfall intensity, the shorter the inlet time. It should be noted that the time of concentration has no relationship to the time of beginning of rainfall, being related rather to the position of the peak rainfall intensity. When dealing with pipe systems, the time of concentration may be readily calculated from the inlet time plus time of flow in each successive pipe run. The latter value is calculated from the velocity of flow as given by the Manning formula for hydraulic conditions prevailing in the pipes.

The inlet time can be estimated by calculating the various overland distances and flow velocities taken from the most remote point. A common mistake is to assume velocities that are too small for the areas near the collectors. Often the remote areas have flow that is very shallow and in this case the velocities cannot be calculated by "channel" equations such as Manning's but special overland flow analysis must be considered. Figure 11 can be used to help estimate time of surface flow.

When studying proposed subdivision land do not necessarily take the overland flow path perpendicular to the contours since the land will be graded and swales will often intercept the natural contour and conduct the

water to the streets thus cutting down on the time of concentration.

The intensity,  $I$ , is the average rainfall rate in inches per hour for the period of maximum rainfall of a given frequency having a duration equal to the time of concentration. (See Fig. 3)

Table 3

Recommended values of "C" for Rational Method Analysis as follows:

Park Areas	0.50
Low Residential (2½ acre single-family lots)	0.40
Medium Residential (5 units per acre)	0.50
High Residential (multi-family areas)	0.70
Business and Commercial Areas	0.70
Light Industrial Areas	0.75
Heavy Industrial Areas	0.85
Road Pavements or Roofs	0.90

Rational Method Example

Given: Sub basin area = 8.0 acres, time of concentration = 15 minutes,  
20% park, 60% medium residential, 20% business and commercial

Step 1: Determine composite runoff coefficient:

$$"% \times "C"$$

$$20\% \times 0.3 = 6.0 \text{ (for parks)}$$

$$60\% \times 0.5 = 30$$

$$20\% \times 0.7 = 14$$

$$\text{Total } 100\% \quad \frac{\quad}{50}$$

$$\text{Use } C = 50/100 = 50$$

Step 2: From Figure 3 for a " $t_c$ " = 15 minutes  
read average intensity " $I$ " = 4.0 inches per hour

Step 3: Using the rational formula  $Q = CIA$

$$Q = (0.50) (4.0 \text{ in/hr}) (8.0 \text{ acres}) = 16.0 \text{ C.F./Sec} \quad \leftarrow \text{Ans}$$

## DRAINAGE CRITERIA MANUAL

5 year RAINFALL

FIGURE 5

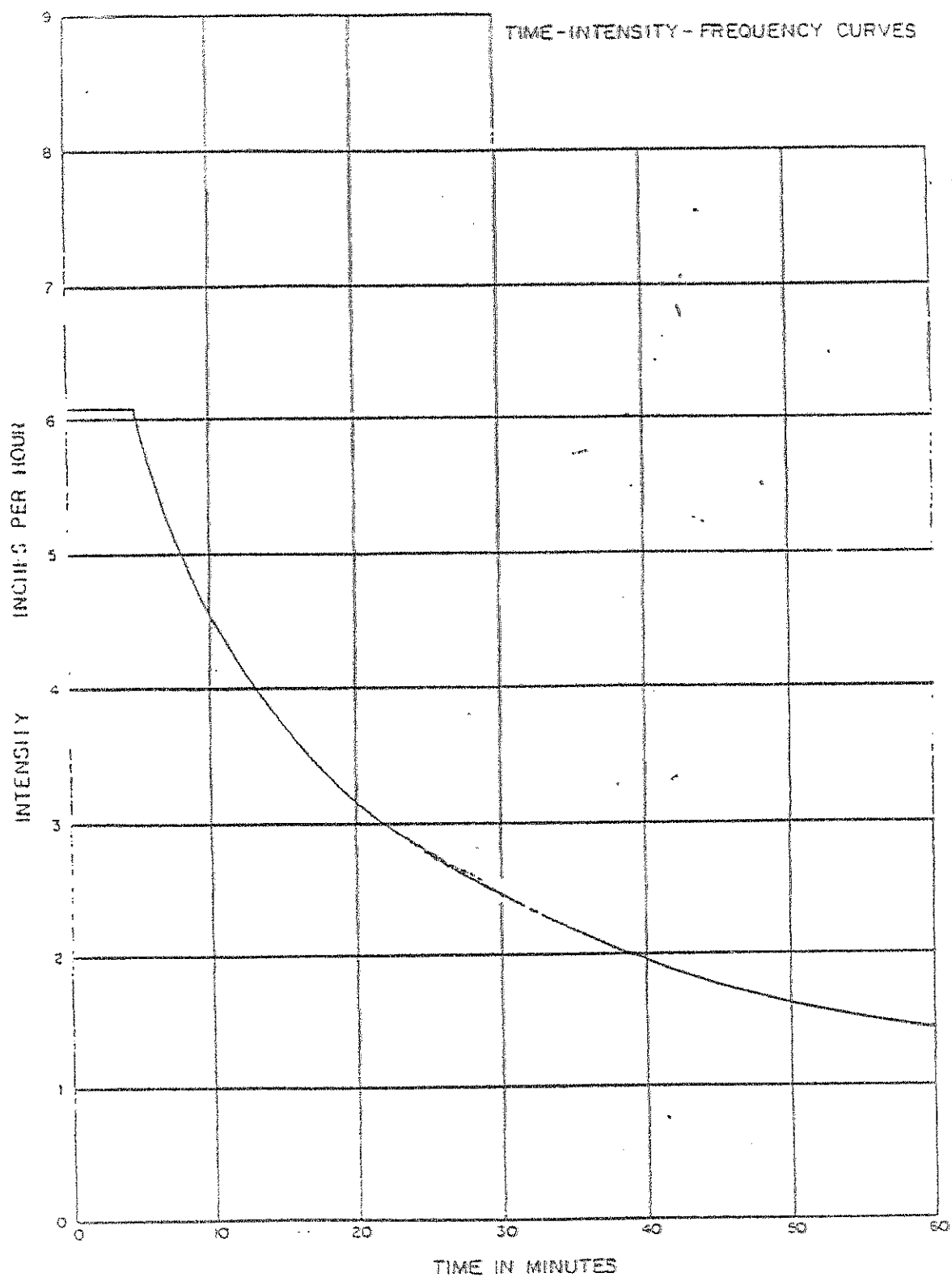


Table 1 - Permissible Drainage Street Capacities with level ramp curbs\*

S	34' Residential		36' Residential		40' Residential	
	FPS	CFS	FPS	CFS	FPS	CFS
0.5	2.85	11.7	2.77	11.6	2.62	11.2
1.0	4.03	16.6	3.92	16.4	3.70	15.8
1.5	4.93	20.3	4.80	20.1	4.54	19.3
2.0	5.69	23.5	5.54	23.2	5.24	22.3
2.5	6.37	26.2	6.20	25.9	5.96	24.9
3.0	6.97	28.7	6.79	28.4	6.42	27.3
3.5	7.53	31.0	7.33	30.7	6.93	29.6
4.0	8.05	33.2	7.84	32.8	7.41	31.5
4.5	8.54	35.2	8.31	34.8	7.86	33.4
5.0	9.00	37.1	8.76	36.7	8.28	35.2
5.5	9.44	38.9	9.19	38.5	8.69	37.0
6.0	9.86	40.6	9.60	40.2	9.07	38.6

\*Intermediate values may be obtained by arithmetic interpolation.

Full 5' Permissible Drainage Street Capacities with 8" Vertical Curbs =  
8" Curb - Full Storm Water Capacity (with level curbs)

	34' Residential FPS	CFS	36' Residential FPS	CFS	40' Residential FPS	CFS	34' One-Way Art. FPS	CFS	60' & 76' Arterial FPS	CFS	
0.5	4.08	28.9	4.02	29.5	3.90	30.1		20.0		20.0	0.5
1.0	5.76	40.9	5.70	41.7	5.51	42.6		30.0		30.0	1.0
1.5	7.06	50.1	6.97	51.1	6.75	52.2	6.97	30.0	6.97	30.0	1.5
2.0	8.15	57.8	8.05	59.0	7.79	60.2	8.05	34.0	8.05	34.0	2.0
2.5	9.11	64.7	9.00	65.9	8.71	67.4	9.00	36.0	9.00	36.0	2.5
3.0	9.98	70.9	9.36	72.2	9.54	73.8	9.86	38.0	9.86	38.0	3.0
3.5	10.78	76.5	10.65	79.0	10.31	79.7	10.65	40.0	10.65	40.0	3.5
4.0	11.52	81.8	11.38	83.4	11.02	85.2	11.33	42.0	11.38	42.0	4.0
4.5	12.22	86.8	12.07	89.5	11.69	90.4	12.07	43.0	12.07	43.0	4.5
5.0	12.89	91.5	12.73	93.3	12.32	95.3	12.73	45.0	12.73	45.0	5.0
5.5	13.52	95.9	13.35	97.8	12.92	99.9	13.35	47.0	13.35	47.0	5.5
6.0	14.12	100.0	13.94	102.2	13.49	104.3	13.94	49.0	13.94	49.0	6.0

5445  
11/12/87  
11/12/87

Interpolated values may be obtained by Arithmetic Interpolation

# CURB OPENING INLET CAPACITIES (cfs)

BOOK 5112 PAGE 0438  
Table 6

NOTE: This chart reflects approx. 60% pickup of street flows

Curb Opening Length (ft.)	4.0	6.0	8.0	10.0	12.0	14.0	16.0	18.0	20.0
Flow Capacity (cfs)	7.7	12.3	18.4	23.0	27.6	34.5	39.4	44.4	49.3
Street Slope %									
0.5	6.3	9.5	13.6	17.5	21.2	24.8	28.4	31.9	35.4
1.0	6.6	9.9	14.0	17.9	21.6	25.2	28.8	32.3	35.8
1.5	7.7	10.5	14.9	18.8	22.5	26.1	29.7	33.2	36.7
2.0	8.5	11.2	15.6	19.5	23.2	26.8	30.4	33.9	37.4
2.5	9.7	12.0	16.4	20.3	24.0	27.6	31.2	34.7	38.2
3.0	10.2	12.7	17.1	21.0	24.7	28.3	31.9	35.4	38.9
3.5	10.7	13.4	17.8	21.7	25.4	29.0	32.6	36.1	39.6
4.0	11.2	14.1	18.5	22.4	26.1	29.7	33.3	36.8	40.3
4.5	11.7	14.8	19.2	23.1	26.8	30.4	34.0	37.5	41.0
5.0	12.2	15.5	19.9	23.8	27.5	31.1	34.7	38.2	41.7
5.5	12.7	16.2	20.6	24.5	28.2	31.8	35.4	38.9	42.4
6.0	13.2	16.9	21.3	25.2	28.9	32.5	36.1	39.6	43.1
6.5	13.7	17.6	22.0	25.9	29.6	33.2	36.8	40.3	43.8
7.0	14.2	18.3	22.7	26.6	30.3	33.9	37.5	41.0	44.5
7.5	14.7	19.0	23.4	27.3	31.0	34.6	38.2	41.7	45.2
8.0	15.2	19.7	24.1	28.0	31.7	35.3	38.9	42.4	45.9
8.5	15.7	20.4	24.8	28.7	32.4	36.0	39.6	43.1	46.6
9.0	16.2	21.1	25.5	29.4	33.1	36.7	40.3	43.8	47.3
9.5	16.7	21.8	26.2	30.1	33.8	37.4	41.0	44.5	48.0
10.0	17.2	22.5	26.9	30.8	34.5	38.1	41.7	45.2	48.7

Revised: C.Aamold/5-16-74



VII. Engineer's Responsibility and Liability

The engineer shall be obligated to provide services as an expert witness in connection with any Public Hearings or legal "proceedings" for a period of five (5) years following the City's approval of subject Drainage Report. The Engineer shall be reimbursed for such services unless the basic issue of such hearing or "proceeding" concerns sufficiency of design of facilities or plan.

The City's approval does not constitute an approval of engineering negligence, but only drainage concepts and form.

All drainage reports shall contain a transmittal statement from a competent registered professional engineer in the State of Colorado and a statement of acknowledgement by the owner or developer responsible for the specified property and proposed improvements.

# VIII. Drainage Criteria Policies

Drainage fee credits will be allowed on inlets, pipes, excavation and channel facilities only as necessary to accommodate storm water runoff. Concrete crosspans, valley gutters or improved street sections will not warrant drainage credit. No credit for the installation of fences will be allowed unless specific need is demonstrated. Unnecessary improvements above the requirements of the Master Drainage Plan will not receive full drainage credit, only the value of the required improvement will be credited (or as approved by the City Engineer).

All drainage structures and channels shall be designed to be accessible by maintenance vehicles. Major concrete channels shall have a twelve (12') ft. minimum access road adjacent to the channel. All concrete channels shall be designed with a freeboard or safety factor and a one foot lip above the lining. The freeboard or safety factor shall be one (1.0') ft. or  $0.25 D_w$ , which ever is greater.

Drainage inlets shall be sized according to table 6 (note: This table does not reflect a 100 per cent interception.) Inlet connector pipes shall be hydraulically designed with regard to entrance and/or bend losses. The allowable water surface shall be assumed to be six (6") inches below the flowline of the inlet apron.

All pipes and channel bends shall be hydraulically designed for dynamic forces or wave patterns to protect the system and the public. (No 90° elbows will be allowed.)

Manholes should not be located in street intersections: this is especially important when one or both streets are heavily traveled. Where possible, manholes should be placed in streets rather than in easements where access to the manholes is difficult to maintain.

Manholes in pipe and box conduits should be spaced at approximately 400 feet.

The following roughness factors (n) shall be used in all storm sewer designs:

Table 7

<u>Lining Type</u>	<u>"n"</u>
Asphaltic pavement	0.019
Concrete pipe and channel lining	0.013
Corrugated metal pipe	
2 2/3" X 1/2"	0.024
3" X 1"	0.027
6" X 2"	0.030
Smooth flow pipes	0.013
Concrete box culverts	0.013
Riprap channel lining	0.045
Unlined channels	0.040

IX. Drainage Report Format

A. Cover sheet: Stating name and purpose of report. The cover sheet shall include name of preparer and date. (Not necessarily the certifying engineer.

B. Certificate of engineering accuracy and completeness with Professional Engineer's stamp. (including compliance with applicable City drainage criteria).

Developer's or owner's acknowledgement and intent of compliance with signature, title and date.

C. Body of report requirements:

1. Scope, purpose and intent of report.
2. General property description with acreage.
3. General existing drainage characteristics (on and off site).
4. Specific internal and external considerations. (i.e. adjacent storm flows in street, etc.).
5. General proposed drainage characteristics. (On and off site).

D. Hydrologic calculations with tabulations of: areas, runoff coefficients, time of concentrations, intensity, or "Q", "q<sub>p</sub>", time to peak, etc., as applicable.

- E. Applicable specific hydraulic calculations concerning entrance, elbow, outlet losses, wave analysis, etc., (sample calculations may be utilized for repetitions analyses). Show applicable equations and assumptions.
- F. Site map showing location with regard to area.
- G. Soils classification map. (Soils survey interpretations are not necessary. This may be shown on the drainage plan.)
- H. Drainage plan with proposed development, topography, proposed facilities with determined flows, pipe and street flows. (Approximate street and pipe slopes shown.)
- I. The drainage plan shall indicate if adjacent property is platted with name and filing if applicable.
- J. The report shall include an accurate, complete, current estimate of drainage costs of proposed facilities. This estimate shall reflect the costs at the time of the proposed construction (i.e. inflationary costs).
- K. The drainage fees (cash or letter of credit) shall be determined in accordance with the latest drainage ordinances and applicable basin fees.

CITY OF COLORADO SPRINGS  
COLORADO

INTER - OFFICE MEMORANDUM

BOOK 5112 PAGE 0413

Date: May 30, 1984

To: DeWitt Miller, Director of Public Works

RECEIVED  
PUBLIC WORKS  
COLORADO SPRINGS, COLO.

From: James W. Hauck, City Traffic Engineer

MAY 30 1984  
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

SUBJECT: POWERS BOULEVARD DESIGN CRITERIA (Woodmen to U.S. 24)

A. Sources:

1. Powers Boulevard Corridor - Preliminary Design (June, 1982)
2. City of Colorado Springs Public Works - Traffic Engineering Policy and Design Standards (Preliminary Draft - May, 1983)
3. Colorado Department of Highways Design Manual (January, 1980)
4. AASHTO Policy on Design of Urban Highways and Arterial Streets (1973)
5. City of Colorado Springs
  - a. Subdivision Policy Manual
  - b. Engineering Standards and Specifications
6. Master Plans -- Stetson Hills, Colorado Ranch, Science Park and others

B. Criteria:

1. Facility Type:

Expressway (6 lane): Design to ultimate section even if partial improvements are made. Grading to occur to ultimate section with all structures such as bridge and culverts to be constructed full width.

2. Design Speed - 60 mph
3. R-O-W width - ~~210' minimum excluding frontage roads~~  
To BE AS DESCRIBED TO THE SERVICE PLAN. DMG 4-4-85
4. Typical cross section (excluding intersections) - Powers Boulevard Preliminary Design - City of Colorado Springs without frontage roads for entire length.
5. Pavement width - 2 @ 47' (curb face to shoulder) = 94'
6. Median - 28' curb face to curb face
7. Number of Lanes - 6 mainline with auxiliary two left turn and one right turn lane at intersections. TWO OUTSIDE LANES AND INTERSECTIONS OUTSIDE THE FOUR CENTER LANES, MEDIANS, AND INCLUDING LEFT
8. Lane width: Turn lanes To BE DESIGNED BY METRIX & CONSTRUCTED BY THE CITY. DMG 4-4-85
  - a. 12' mainline through lanes excluding gutter
  - b. 11' acceleration, deceleration and turn lanes excluding gutter:

TO: DeWitt Miller, Director of Public Works  
FROM: James W. Hauck, City Traffic Engineer  
SUBJECT: Powers Boulevard Design Criteria


NO. 5112 PAGE 0411

9. Allowable grade:
  - a. 4% maximum grade with 6% considered for unique short distances
  - b. 0.5 minimum grade
  - c. 2% maximum through intersection to 200' in both directions.
10. Maximum grade length - 1700'.
11. Horizontal Alignment - 2000' minimum curve radius (based on 60 mph design speed).
12. Vertical Alignment: Crest and Sag - see attached design aids (based on 60 mph design speed).
13. Design vehicle - WB 60.
14. Access - Fully controlled access as per Powers Boulevard Task Force.
15. Parking - none.
16. Intersection Sight Distance - 600' minimum (based on 60 mph design speed).
17. Stopping Sight Distance - 600' minimum (based on 60 mph design speed).
18. Sidewalks - none.
19. Hiker/Bike Trail - ?
20. Landscaping - ?
21. Safety Barrier - State Highway Department Criteria.
22. Roadway Lighting - Illuminating Engineering Society American National Standard Practice and City Department of Utilities and Public Works - Expressway classification.
23. Traffic Signing and Pavement Marking:
  - Signing: Regulatory, warning and guide signing (metro street identification).
  - Pavement marking: thermoplastic and/or inlaid cold plastic for all lane lines and intersection crosswalk and stop bar markings.
24. Intersections:
  - a. Locations - Platte Avenue (ultimately grade separated) ultimate design on north leg - Appropriate transitions for south, west and east legs.
    - Galley Road (signalized)
    - Omaha Boulevard (signalized - "T")
    - Palmer Park Boulevard (signalized)
    - Constitution (signalized)
    - South Carefree (signalized)
    - North Carefree (signalized)
    - Barnes (signalized)
    - Lariat (signalized)

DATE: May 30, 1984  
TO: DeWitt Miller, Director of Public Works  
FROM: James W. Hauck, City Traffic Engineer  
SUBJECT: Powers Boulevard Design Criteria

BOOK 5112 PAGE 0415

- Dublin (signalized)
- Woodmen Road (ultimately grade separated) ultimate design on south leg - Appropriate transitions for east and west legs.
- b. Geometrics - Exclusive turn lanes provided for all movements on Powers Boulevard - dual lane left turns and single lane right turn - Use CDH Design Manual and master plan traffic studies for storage length, deceleration length and entering taper.
  - Acceleration lanes for right turns onto and off Powers Boulevard using CDH Design Manual.
  - Curb radius - 100' minimum and/or 3 centered 180'-60'-180'
  - Pedestrian crossings provided at all intersections with handicapped ramps.
  - Accommodate traffic signalization with base locations and conduit runs for surveillance detection loops.
  - Accommodate possible future addition of fourth through lane in each direction.
  - Cross streets:
    - show ultimate capability of six thru lanes, dual left turn lanes, and right turn lanes to 600' access control point.
    - show interim transition into existing roadways and/or right-of-way capabilities.



James W. Hauck  
City Traffic Engineer

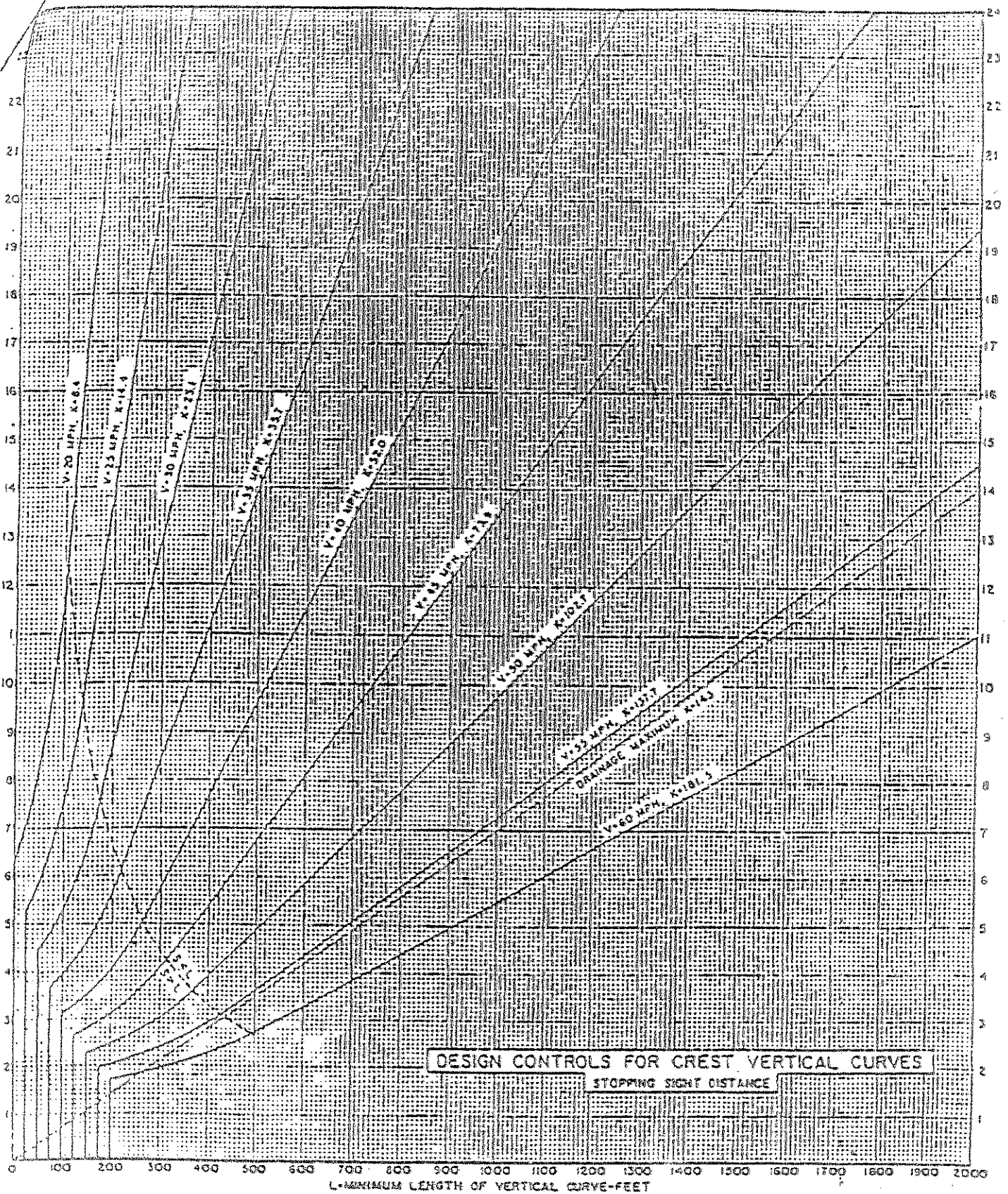
JWH:fd

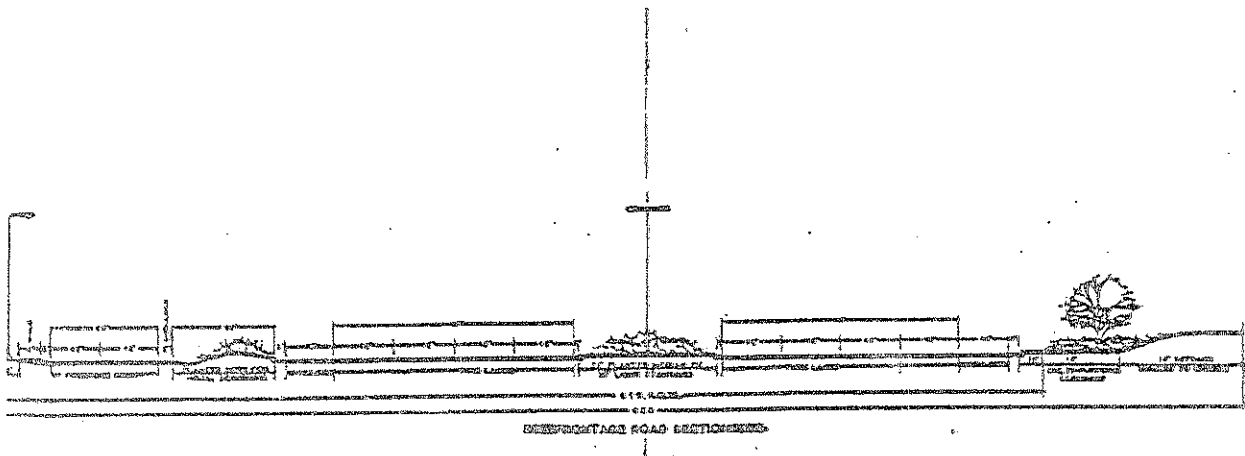
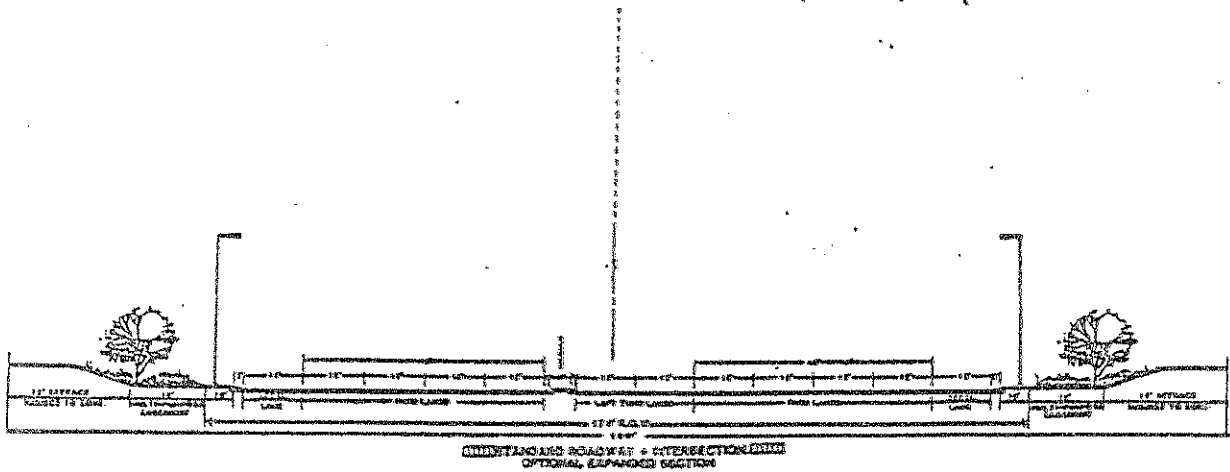
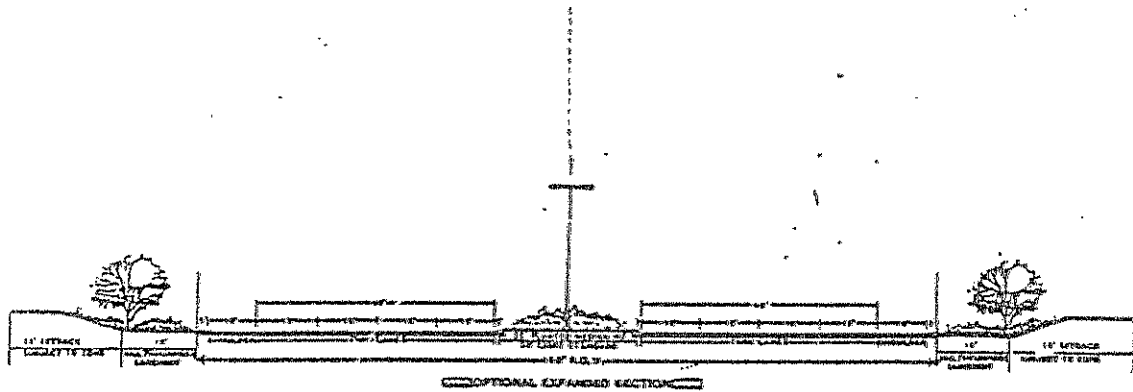
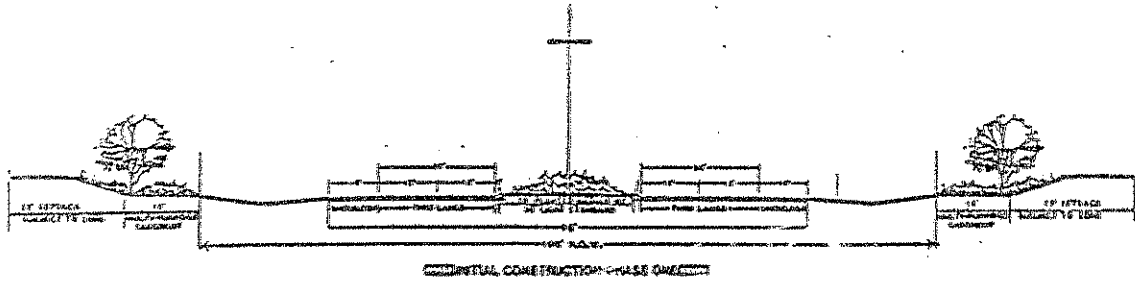
cc: Bob Martin, Special Projects Administrator  
Gary Haynes, City Engineer  
Duane Smith, Assistant Traffic Engineer  
Larry Lane, Traffic Planner  
Public Works Corres. file  
Powers Design & Implementation Plans file





A-ALGEBRAIC DIFFERENCE IN GRADES-PERCENT





CONFERENCE RECORD

POWERS BOULEVARD-PROPOSED DESIGN & IMPLEMENTATION PLANS

May 4, 1984

Present:

Robert A. Martin, Special Projects Administrator, Department of Public Works  
Gary R. Haynes, City Engineer  
James W. Hauck, Traffic Engineer  
Larry Lane, Traffic Engineering Division  
Doug Jardine, Resource Development Engineering

The purpose of the meeting was to discuss engineering needs for Powers Boulevard design from Highway 24 at the south end to Woodmen Road on the north.

~~Mr. Jardine explained the proposed financing for the construction of the road and the proposed area to be assessed. All undeveloped land north of Highway 24 to Woodmen Road would be assessed with the easterly limits being at Marksheffel Road. He did state the intent was to assess some of the existing commercial ground as developed, such as the area around and including K-Mart at Powers and Palmer Park Boulevard.~~

SEE  
REVISED  
DATA IN  
SERVICE  
PLAN  
DMG  
4-4-85

The design would utilize City Specifications throughout the project with Mr. Jardine being the Project Manager and the design to be accomplished by a consulting engineering company yet to be selected. The District will bear all expenses for design and the design would be to the ultimate section even if only partial improvements are made. Grading will occur to the ultimate section with all bridges and culverts to be constructed full width. METEX BOARD OF DIRECTORS - ONCE FORMED - WILL DESIGNATE A PROJECT MANAGER OF THEIR CHOICE TO CONTINUE WITH THE WORK.

DMG 4-4-85  
It was assumed that for the time being there would be no railroad overpass at the old tracks and that P.U.C. will be making a decision on this soon. CONFIRMED - NO RR CROSSING EXISTS. (SEE ENCLOSED PUC DECISION R25-339 D# 3-13-85)

DMG 4-4-85

The design schedule was tentatively set to begin this fall with close coordination review with the Powers Boulevard Technical Review Committee who will be the tie for the City and County in the approval process. The County has agreed to use City Specifications. SEE REVISED SCHEDULE IN SERVICE PLAN,

DMG 4-4-85

Conference Record  
Powers Boulevard Proposed Design & Implementation Plans  
May 4, 1984

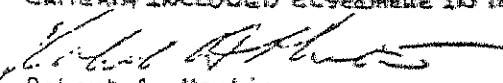
DMG 4-4-85

\$ 50.094 SEE  
SERVICE  
FLOW.

The proposed District has estimated the average cost of R.O.W. at \$12,000 per acre and preliminary indications are that the District will be acquiring the needed right-of-way.

Problems can be expected with the proposed routing of a major overhead transmission line to be installed by the Electric Division. More coordination is expected in this area.

The Design Criteria given to the selected consultant is to be prepared by the City and should be available within 3 weeks from this date. SEE DESIGN CRITERIA INCLUDED ELSEWHERE IN THIS DOCUMENT.

  
Robert A. Martin  
Special Projects Administrator

DMG 4-4-85

RAM:wb

INTER - OFFICE MEMORANDUM

Date: April 27, 1984

To: James G. Colvin II, City Attorney

From: DeWitt Miller, Director of Public Works

SUBJECT: Colorado Springs Ranch Annexation Agreement

The proposed Annexation Agreement for the Colorado Springs Ranch area, if it is to be modelled after the Stetson Hills agreement, should contain certain revisions as indicated by the following comments.

Powers Boulevard

The Owners and Developer shall dedicate their portion of the required right-of-way for Powers Boulevard for that portion contiguous to their property. The original land cost of this dedication is to be borne entirely by Owners and Developer. Remove 5.8.16.

Construction of Powers Boulevard (5.8.1.c.)

The agreement needs to include language referring to the participation in the design and construction of Powers Boulevard as a six lane divided highway. The design is to be approved by the City of Colorado Springs.

The proposed districting for assessment of the costs of construction have already been established, however, some form of exhibit needs to be included which indicates the area to be assessed.

Other Roads (2.a.)

In the Stetson Hills agreement, reference was made regarding offsite improvements. In this case offsite improvements will consist of the extension of N. Carefree into this development and the extension of S. Carefree into this development, both extensions being east of Powers Boulevard. Contract recovery should be allowed for this Developer to recover the expense from adjacent owners in accordance with Section 15-3-705.

Constitution, which is being formed through a County Improvement District, will have to be constructed to allow this Development to begin Phase I.

We agree with leaving 2.b. & c. as written for the Stetson Hills agreement.

James G. Colvin II, City Attorney  
April 26, 1984  
Page 2

BOOK 5112 PAGE 0452

We do not need a five acre Public Works site as indicated in the original Annexation draft.

  
Dewitt Miller  
Director of Public Works

DM:RAM:wb



cc: Robert A. Martin, Special Projects Administrator  
James W. Hauck, Traffic Engineer  
Gary R. Haynes, City Engineer

(Decision No. RB5-339)

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

\* \* \*

IN THE MATTER OF THE APPLICATION )	
OF THE CITY COUNCIL OF THE CITY )	APPLICATION NO. 36470
OF COLORADO SPRINGS, CITY )	
ADMINISTRATION BUILDING, 30 )	RECOMMENDED DECISION OF
SOUTH NEVADA AVENUE, COLORADO )	EXAMINER KEN F. KIRKPATRICK
SPRINGS, COLORADO 80903, AND OF )	
THE BOARD OF COUNTY COMMISSIONERS )	
OF THE COUNTY OF EL PASO, COUNTY )	
OFFICE BUILDING, 27 EAST VERMILJO )	
AVENUE, COLORADO SPRINGS, COLORADO )	

-----  
March 13, 1985  
-----

Appearances: Kent E. Eichstadt, Esq., and David A. Paxton Esq.,  
Colorado Springs, Colorado, for the Applicant;

James A. Mundt, Esq., Colorado Springs, Colorado  
for the Protestant.

STATEMENT

This Application was filed by the City of Colorado Springs, Colorado, and the County of El Paso, Colorado, on August 1, 1984. Notice of the Application was given by the Commission on August 8, 1984. The Colorado and Eastern Railroad filed its protest to the Application on September 6, 1984. The matter was set for hearing at 10:00 A.M. on Thursday, December 20, 1984, in Colorado Springs, Colorado. The matter was called at that time and place by the undersigned examiner.

At the outset of the hearing, all of the essential facts of the Decision of this case were stipulated to by the parties. These stipulated facts form the basis for the findings which follow.

At the request of the Examiner, the parties submitted briefs on certain legal issues. In light of the ultimate disposition of this case, these legal issues need not be discussed.

Pursuant to §40-6-109, C.R.S., the undersigned examiner now transmits to the Commission the record of this proceeding, along with the Recommended Decision containing Findings of Fact, Conclusions Thereon, and a Recommended Order.

FINDINGS OF FACT

Based on all the evidence of record the following is found as fact:

1. This Application requested an order from the Public Utilities Commission authorizing the upgrading and widening for construction of a six-lane highway, at grade, of Powers Boulevard in Colorado Springs and in El Paso County, Colorado. Powers Boulevard is presently a two-lane, paved roadway.

2. The Colorado and Eastern Railroad Company is the Protestant in this proceeding. It is a Colorado corporation headquartered in Colorado Springs, Colorado.

3. At the time that the application was filed, the Protestant Colorado and Eastern Railroad owned a 300-foot wide right of way which crossed Powers Boulevard. Located within the northerly 270 feet of the railroad right of way, on either side of Powers Boulevard, were railroad tracks which constituted the crossing of the Colorado and Eastern Railroad with Powers Boulevard. Counsel for both parties have stated, and the Examiner has found, that it is at this point, and this point only, to which the subject Application refers.

4. Subsequent to the filing of the Application the Colorado and Eastern Railroad sold the northerly 270 feet of its right of way. The tracks on either side of Powers Boulevard at the subject crossing have been removed, and the northerly 270-foot wide strip of land is no longer owned by a railroad.

#### DISCUSSION

Counsel for both the Applicant and the Protestant agreed, and the Examiner found, that the Application For Authority referred to a point where Powers Boulevard crossed property no longer owned by a railroad. Section 40-4-106, C.R.S. does not require authorization from this Commission for the widening, upgrading, or alteration of a public highway in such a situation. The Public Utilities Commission is thus without subject matter jurisdiction to grant the relief requested.

#### CONCLUSION

1. The application should be dismissed for lack of subject matter jurisdiction.

2. Pursuant to §40-6-109, C.R.S., it is recommended by this Examiner that the Commission enter the following order:

#### O R D E R

#### THE COMMISSION ORDERS THAT:

1. Application No. 36470, being an application of the City of Colorado Springs, Colorado, and the County of El Paso, Colorado, be, and hereby is, dismissed.

2. This Recommended Decision shall be effective on the day it becomes the Decision of the Commission, if such be the case, and is entered as of the date hereinabove set out.

3. As provided by CRS 40-6-109, copies of this Recommended Decision shall be served upon the parties, who may file exceptions thereto; but if no exceptions are filed within twenty (20) days after service upon the parties or within such extended period of time as the Commission may authorize in writing (copies of any such extension to be served upon the parties), or unless such Decision is stayed within such



time by the Commission upon its own motion, such Recommended Decision shall become the Decision of the Commission and subject to the provisions of CRS 40-6-114.

(SEAL)



ATTEST: A TRUE COPY

*Harry A. Galligan, Jr.*  
Harry A. Galligan, Jr.  
Executive Secretary

THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

KEN F. KIRKPATRICK

\_\_\_\_\_  
Examiner  
lc

APPENDIX C

Recommended Decision of  
P.U.C. hearing examiner

(Decision No. R85-339)

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

\* \* \*

IN THE MATTER OF THE APPLICATION )	
OF THE CITY COUNCIL OF THE CITY )	APPLICATION NO. 36470
OF COLORADO SPRINGS, CITY )	
ADMINISTRATION BUILDING, 30 )	RECOMMENDED DECISION OF
SOUTH NEVADA AVENUE, COLORADO )	EXAMINER KEN F. KIRKPATRICK
SPRINGS, COLORADO 80903, AND OF )	
THE BOARD OF COUNTY COMMISSIONERS )	
OF THE COUNTY OF EL PASO, COUNTY )	
OFFICE BUILDING, 27 EAST VERMIJO )	
AVENUE, COLORADO SPRINGS, COLORADO )	

-----  
March 13, 1985  
-----

Appearances: Kent E. Eichstadt, Esq., and David A. Paxton Esq.,  
Colorado Springs, Colorado, for the Applicant;

James A. Mundt, Esq., Colorado Springs, Colorado  
for the Protestant.

STATEMENT

This Application was filed by the City of Colorado Springs, Colorado, and the County of El Paso, Colorado, on August 1, 1984. Notice of the Application was given by the Commission on August 8, 1984. The Colorado and Eastern Railroad filed its protest to the Application on September 6, 1984. The matter was set for hearing at 10:00 A.M. on Thursday, December 20, 1984, in Colorado Springs, Colorado. The matter was called at that time and place by the undersigned examiner.

At the outset of the hearing, all of the essential facts of the Decision of this case were stipulated to by the parties. These stipulated facts form the basis for the findings which follow.

At the request of the Examiner, the parties submitted briefs on certain legal issues. In light of the ultimate disposition of this case, these legal issues need not be discussed.

Pursuant to §40-6-109, C.R.S., the undersigned examiner now transmits to the Commission the record of this proceeding, along with the Recommended Decision containing Findings of Fact, Conclusions Thereon, and a Recommended Order.

FINDINGS OF FACT

Based on all the evidence of record the following is found as fact:

1. This Application requested an order from the Public Utilities Commission authorizing the upgrading and widening for construction of a six-lane highway, at grade, of Powers Boulevard in Colorado Springs and in El Paso County, Colorado. Powers Boulevard is presently a two-lane, paved roadway.

2. The Colorado and Eastern Railroad Company is the Protestant in this proceeding. It is a Colorado corporation headquartered in Colorado Springs, Colorado.

3. At the time that the application was filed, the Protestant Colorado and Eastern Railroad owned a 300-foot wide right of way which crossed Powers Boulevard. Located within the northerly 270 feet of the railroad right of way, on either side of Powers Boulevard, were railroad tracks which constituted the crossing of the Colorado and Eastern Railroad with Powers Boulevard. Counsel for both parties have stated, and the Examiner has found, that it is at this point, and this point only, to which the subject Application refers.

4. Subsequent to the filing of the Application the Colorado and Eastern Railroad sold the northerly 270 feet of its right of way. The tracks on either side of Powers Boulevard at the subject crossing have been removed, and the northerly 270-foot wide strip of land is no longer owned by a railroad.

DISCUSSION

Counsel for both the Applicant and the Protestant agreed, and the Examiner found, that the Application For Authority referred to a point where Powers Boulevard crossed property no longer owned by a railroad. Section 40-4-106, C.R.S. does not require authorization from this Commission for the widening, upgrading, or alteration of a public highway in such a situation. The Public Utilities Commission is thus without subject matter jurisdiction to grant the relief requested.

CONCLUSION

1. The application should be dismissed for lack of subject matter jurisdiction.

2. Pursuant to §40-6-109, C.R.S., it is recommended by this Examiner that the Commission enter the following order:

ORDERTHE COMMISSION ORDERS THAT:

1. Application No. 36470, being an application of the City of Colorado Springs, Colorado, and the County of El Paso, Colorado, be, and hereby is, dismissed.

2. This Recommended Decision shall be effective on the day it becomes the Decision of the Commission, if such be the case, and is entered as of the date hereinabove set out.

3. As provided by CRS 40-6-109, copies of this Recommended Decision shall be served upon the parties, who may file exceptions thereto; but if no exceptions are filed within twenty (20) days after service upon the parties or within such extended period of time as the Commission may authorize in writing (copies of any such extension to be served upon the parties), or unless such Decision is stayed within such time by the Commission upon its own motion, such Recommended Decision shall become the Decision of the Commission and subject to the provisions of CRS 40-6-114.

(SEAL)



THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

KEN F. KIRKPATRICK

ATTEST: A. TRUE COPY

*Harry A. Galligan, Jr.*  
Harry A. Galligan, Jr.  
Executive Secretary

\_\_\_\_\_  
Examiner  
lc

APPENDIX D

Intergovernmental Agreement

AGREEMENT  
CONCERNING METROPOLITAN DISTRICT

11/14/85

WHEREAS, Section 29-1-203, C.R.S. 1973, authorizes governmental entities to cooperate and contract with one another;

WHEREAS, a Service Plan for a proposed metropolitan district to be known as METEX Metropolitan District (hereinafter the "District") was filed with the Clerk and Recorder of El Paso County, Colorado in September of 1984 pursuant to Sections 32-1-201 et seq., C.R.S. 1973 (hereinafter the "Control Act"). A revised Service Plan for METEX was filed with the Clerk and Recorder of El Paso County, Colorado on April 9, 1985 and was subsequently amended to comply with the conditional approval of the El Paso County Commissioners. The amended Service Plan supercedes the previous Service Plan originally filed in September of 1984 and on April 9, 1985. The amended Service Plan is hereinafter referred to as the "Service Plan".

WHEREAS, such Service Plan stated that the purposes of such District are street improvements and traffic safety control for portions of Powers Boulevard contained within the proposed District Service Area bounded by the south right-of-way of Woodmen Road on the north, the north right-of-way of Platte Avenue and Highway 24 on the south, the west right-of-way of Marksheffel Road on the east, and the section lines one mile west of the eastern line of Range 66 West and including transition improvements south of Platte Avenue; and,

WHEREAS, such approved Service Plan includes within the District's noncontiguous boundaries only certain of the real property included within its Service Area, requires acquisition

of right-of-way by the City of Colorado Springs and/or County of El Paso, and requires that owners of non-included land situated within the Service Area, under certain circumstances, to participate in the costs of accomplishing the purposes of the District or cause their property to be included within its noncontiguous boundaries; and,

WHEREAS, the Board of County Commissioners of the County of El Paso, State of Colorado, following hearing on such Service Plan shall issue a resolution approving such Service Plan; and,

WHEREAS, the parties hereto wish to enter into a cooperative Agreement with each other concerning such District's boundaries and the obligations of the parties hereto in order to facilitate the present development of Powers Boulevard and provide for the allocation of certain costs therefore.

NOW, THEREFORE, in accordance with the above recitals and in consideration of the mutual promises, conditions, requirements and obligations set forth herein, the City of Colorado Springs (hereinafter referred to as "City") and the Board of County Commissioners of the County of El Paso (hereinafter referred to as the "County") hereby agree as follows:

1. The City and County hereby consents to the formation of the District pursuant to the hereinbefore described Service Plan and agrees to be bound by the provisions thereof as may pertain to the City and County.

2. The District will construct the improvements stated as the purposes of such District's Service Plan as expeditiously



as possible. However, this shall not obligate the District to incur indebtedness or expend monies to the extent the District reasonably believes such actions would entail a District mill levy against the District's property in excess of fifteen mills plus an initial per acre platting fee not to exceed \$400 per acre (the "Developer Platting Fee"). This provision shall in no way be constructed as a limitation on the ability of the District to incur debt which may exceed these mill levy limitations nor as a limitation on the District's powers to issue debt obligations as provided by the State of Colorado Statutes. The District shall phase the improvements based on development of the property within the District and the ability of the District to repay its debt obligations based on such build outs and within the estimated limitations described above.

3. The initial Developer Platting Fee shall be determined by the Board of Directors of the District based on the amount of developer contribution which shall be projected as necessary to maintain a District mill assessment peak of 15 mill for the District's Improvements. The fee may be increased or decreased on an annual basis (June of each year) in an amount not to exceed the increase or decrease in the annual consumer price index as published by the Department of Labor, Washington, D.C. or any comparable successor index for the Denver metropolitan area, all urban consumers, all items, and only in the event the Board of Directors of the District determine such an increase or decrease is necessary to maintain a mill assessment peak of 15 mill for the District Improvements.

4. The Developer Platting Fee shall be collected prior to the recording of any plat for property within the District Boundary. The Developer Platting Fee is computed by multiplying the net acres being platted by the current years Developer Platting Fee. Net acres are defined as the total acres less roads, parks, drainage and other dedicated property to the City or County as the result of platting. The Developer Platting Fee shall be paid in the form required by the District's Board of Directors. The Developer Platting Fee as collected shall be used by the Board of Directors to fulfill the purpose of the District's Service Plan and this Agreement. The City or County shall not release plats for recording until the District acknowledges payment of the Developer Platting Fee.

5. Street improvements and traffic safety control for the portion of Powers Boulevard within the District Service Area shall be implemented by the District pursuant to its approved Service Plan. Final roadway design and roadway widths shall be reviewed and approved by the appropriate City and County Departments once detailed roadway plans can be designed.

6. The District shall be responsible for road improvements to Powers Boulevard from Platte Avenue north to Woodmen Road including transition south of Platte Avenue herein referred to as the "District Improvements". The road shall be designed to accommodate the expansion of Powers Boulevard to eight through lanes, two left turn lanes in each direction, one right turn lane in each direction and one acceleration lane in each direction. The median and non roadway areas shall be landscaped using native, drought resistant plant materials so

that maintenance requirements are minimized. The District shall transition Powers Boulevard into connecting roadways within the Powers Boulevard right-of-way including Powers Boulevard transitions south of Platte Avenue. It is anticipated that the road shall be designed to accommodate four lanes of continuous traffic at a minimum width of 150 feet at non-intersection areas and a minimum width of 174 feet at intersection areas with gradual transitions projected to be approximately 1,050 feet in each direction at each intersection. The road shoulder shall be graded and stabilized with an oil coating. Where a frontage road(s) is required directly adjoining Powers Boulevard, the right-of-way would be a minimum of 218 feet based upon approved engineers recommendation in accordance with the Districts engineering request for proposals for engineering and project related services as approved by the City and County. Neither METEX, the City nor County intends to participate in the construction of frontage roads or acquisition of right-of-way for such frontage roads, unless specifically approved by the City or County. Members of the District shall reserve and grant a 15 foot to 18 foot multi-purpose easement as described in figure 2 of the Service Plan. This easement area shall be purchased by the City or County if used for purposes other than for utility easements, trails or other pedestrian uses. The roadway widths are subject to final design and based on site conditions. Whenever possible the roadway design is intended to comply with the Powers Boulevard proposed roadway sections as described in figure 2 of the Service Plan. The roadway shall be designed

according to the District's engineering request for proposals for engineering and project related services as approved by the City and County.

The District road design plans, specifications and bidding documents (including drainage plans) shall be reviewed and subject to approval by the appropriate City and/or County road departments. The City and County shall be allowed to inspect all phases of the construction for compliance with the approved plans and shall notify the District immediately of any deviation from the approved road design plans. The City or County may take such steps as necessary (including stopping of construction) to assure compliance with the approved road design plans.

The City and County shall be provided with a phased one year road warranty in accordance with City Ordinances. It is anticipated that a phased acceptance can be mutually agreed upon by the City, County and the District.

The Phasing Plan shown in the Service Plan is meant for illustrative purposes only and may be modified based on timing of right-of-way acquisition, construction and paving seasons and detouring routes. If the District intends to completely close Powers Boulevard as construction progresses, alternative routing and cross traffic routes shall be approved by the City and County.

The City and County shall have final approval of the road design engineer, once chosen by the District and shall participate in the preliminary selection process. The road design engineer shall be responsible for coordination of utility

design locations with the City and County.

The District shall provide the underground conduits for traffic control signals but shall not be responsible for the purchase, installation, maintenance or operation of any traffic control signals.

Any dispute under the terms of this Agreement or the Service Plan which cannot be resolved between the Board of Directors of the District and the City and/or County Departments shall be resolved by appeal to the elected officials of the City and/or County.

The City Attorney's office shall review all legal documents for the District.

7. Other traffic improvements outside the District's Service Area, as well as additional improvements to Powers Boulevard beyond the scope of the Service Plan (including lengthening or expansion, and grade separated interchanges) may eventually need to be provided within or in areas related to the District's Service Area. The City and County acknowledge that these improvements are not part of the Service Plan and that neither the District nor any property within the District's Service Area which has not been permanently excluded from the District, hereinafter referred to as "Assessed Property," shall be charged or obligated to provide funds for the construction of such improvements (other than pursuant to general levies uniformly assessed against all properties within the City or the County, as applicable). The City and County acknowledge that no subdivision, zoning or other developmental approvals requested by

Assessed Property shall be delayed or conditioned upon the installation of contribution to such improvements.

8. The eastern most boundary line of the District is recognized as being coincident with the western right-of-way line of Marksheffel Road.

9. Neither the District nor Assessed Property, which has paid a full reimbursement for Powers Boulevard according to section 14, or joined the District, shall have any responsibility for the planning, engineering, surveying, design, funding, construction, financing or cost of Marksheffel Road, or any improvements or facilities attendant thereto.

10. At no time before the termination of the existence of the District, as a quasi-municipal corporation and a political subdivision of the State of Colorado, shall the County or City form or approve the formation of any local improvement District or other taxing or assessing entity pertaining to Marksheffel Road or any improvements or facilities attendant thereto, or themselves take any other action with respect thereto, which would result in a tax, charge, assessment or lien being levied against the Assessed Property unless such tax, charge, assessment or lien is also applied uniformly throughout the County or City. Any previous agreements with the Assessed Property, which is included in the District or which pays the full reimbursement for Powers Boulevard according to section 14, which is inconsistent with the provisions of sections 9 and 10 of this Agreement are rescinded effective upon the execution of this Agreement by the District, City and County. The City or County may require right-of-way dedication from Assessed Property that adjoin Marksheffel

Road as permitted by their Subdivision Ordinance or regulations but neither the City nor County shall require physical road improvements to Marksheffel Road by Assessed Property, which is included in the District or which pays the full reimbursement for Powers Boulevard according to section 14, or the District unless such Assessed Property or the District voluntarily waive the provisions of this Agreement. The County and City further agree to pay over to the District any and all monies to which they may become entitled or that may come into their respective possessions as a result of such tax, charge, assessment, lien or action made or taken in contravention of this Agreement as may be attributable to property then within the District's Service Area.

11. The City and/or County subject to funding shall be responsible for the acquisition of the necessary roadway right-of-way. The City shall fund and promptly commence condemnation action and shall at their expense acquire all additional right-of-way necessary for the District Improvements no later than December 31, 1986. The District shall have the right to advance funds necessary to front end acquisition of right-of-way subject to reimbursement from the City or County.

12. Any Assessed Property which has not previously joined the District or paid an assessment under section 13 or 14 of this Agreement, located within the District Service Area which annexes to the City of Colorado Springs shall be required as a condition of annexation to pay a reimbursement for Powers Boulevard. The reimbursement amount shall be paid to the City of Colorado Springs as a condition of annexation. The formula shall

be computed by taking the District's actual or projected total cost for the District Improvements, including interest cost to retire the District's debt obligations, of fulfilling the purposes of the Service Plan, as certified by the District, multiplied by the greater of (1) a fraction, the numerator of which is the number of linear feet of the landowner's property adjacent to the right-of-way for Powers Boulevard, and the denominator of which is the total number of lineal feet adjacent to Powers Boulevard within the District's Service Area, excluding property owned by or dedicated to the County or Colorado Springs, or (2) a fraction, the numerator of which is the number of square feet of the landowner's property, requesting annexing, within the District's Service Area, and the denominator of which is the square feet of land which at time of the landowner's annexation is included within the District's boundaries including the number of square feet of land annexing. The amount paid to the City would then be reimbursed to the District within 30 days of receipt by the City. AmWest Development, Inc. and the joint venture of First Services Corporation, Harris Development, Inc., and Ingels and Associates, Inc., shall assign to the District the responsibility of the City to require this reimbursement as part of their annexation agreements with the City.

13. The City shall require as a condition of subdivision, platting or replatting that all Assessed Property which have not previously joined the District or paid an assessment under sections 12, 13 or 14 of this Agreement located within the City boundaries shall be required to pay the City for the District's costs for construction and right-of-way dedication



as permitted by with City Subdivision Code 15-3-705, as amended. All amounts collected in accordance with this provision shall be paid to the District within 30 days of receipt by the City. The above described subdivision requirements shall apply to Assessed Property which file for subdivision, platting or replatting, after the date the District's Service Plan was conditionally approved by the El Paso County Commissioners on May 23, 1985.

14. The County shall require Assessed Property under its jurisdiction which have not previously joined the District or paid an assessment under sections 12, 13 or 14 of this Agreement as a condition of, subdivision, platting, replatting or zoning, that any such Assessed Property located within the District's Service Area reimburse the District based on a prorata share of the cost to construct the District Improvements including interest cost to retire the District's debt obligations. All such property and lots included in such a subdivision, platting, replatting or zoning change shall be subject to the terms of this paragraph with no credit given unless a reimbursement in accordance with this paragraph has been previously paid in accordance with this Agreement. The full reimbursement formula shall be computed by taking the District's actual or projected total costs of fulfilling the purposes of the Service Plan including interest cost to retire the District's debt obligation, as certified by the District, multiplied by the greater of (1) a fraction, the numerator of which is the number of linear feet of the landowner's property adjacent to the right-of-way for Powers Boulevard, and the denominator of which is the total number of

lineal feet of property within the District's Service Area adjacent to such right-of-way, excluding property owned by or dedicated to the County or Colorado Springs, or (2) a fraction, the numerator of which is the number of square feet of the landowner's property, requesting subdivision or zoning change, within the District's Service Area and the denominator of which is the square feet of land included within the District's boundaries at the date of El Paso County Commissioner's conditional approval of the District's Service Plan of May 23, 1985 including the number of square feet of land being subdivided, platted, replatted or change of zoning. However, upon election and consent of landowner, the reimbursement calculated pursuant to the foregoing formula may be reduced by multiplying the full reimbursement formula described above by a fraction, the numerator of which is 10,560 feet minus the number of lineal feet between the center line of Powers Boulevard and the point of the landowner's property closest thereto, measured on the perpendicular to the center line, the denominator of which is 10,560 feet, which is the approximate distance between Powers Boulevard and Marksheffel Road. Any landowner so electing to pay this amount shall be deemed to have paid a reduced reimbursement and shall not be entitled to any exemptions from charges or costs of Marksheffel Road hereinbefore prescribed. This shall apply to all District Service Area land located within the County and outside of the City limits which file for subdivision, platting, replatting or zoning change after the date the District Service Plan was conditionally approved by El Paso County Commissioners on May 23, 1985. All amounts collected in accordance with this

provision shall be paid to the District within 45 days of receipt by the County.

15. For purposes of this Agreement, there may be three types of rights-of-way for the improvements within the District Service Area.

(a) "Member Share" is one-half of the right-of-way needed in addition to the present City or County right-of-way width per the approved Service Plan for that portion of the improvements within or contiguous to property owned by District members.

(b) "Additional Right-of-Way" is any right-of-way for the improvements in addition to the Member Share which is contributed by a District member.

(c) "Condemned Right-of-Way" is any right-of-way for the project which is not voluntarily contributed and for which payment is made, either through condemnation or negotiated purchase.

After the final design of Powers Boulevard is determined, District members will, promptly upon request by the District, contribute all rights-of-way for the District which are within land they own. District members will also grant, without compensation, any temporary construction easements required for construction of the improvements and utility easements which may extend for up to 18 feet beyond the District's Powers Boulevard right-of-way.

The City and the County will promptly commence condemnation action and will, at their expense, acquire all

additional right-of-way necessary for the project by no later than December 31, 1986. To expedite this process, the District may advance funds to the City or the County for this condemnation, and all such funds advanced will be fully repaid to the District by the party involved by December 31, 1986.

The portion of right-of-way constituting Member Share will be dedicated without cost to the District, the City or the County, and there will be no cost recovery or reimbursement for the dedication of Member Share right-of-way.

All Assessed Property abutting Powers Boulevard shall be subject to right-of-way cost recovery as follows:

(i) Upon any zoning, rezoning, platting, replatting or annexation into the City (collectively referred to as "Development"), the City or the County, as applicable, shall collect from the owner of the property being developed a right-of-way cost recovery.

(ii) The amount of right-of-way cost recovery will be the fair market value of all Additional and Condemned Right-of-Way abutting the property being developed. For purposes of this computation, fair market value will be the greater of \$50,094.00 per acre or the per acre cost of the Condemned Right-of-Way involved. Both of these figures will be increased by an annual interest factor equal to United Bank of Denver's stated prime rate plus two percent, adjusted every January 1. This interest factor will commence at the time the right-of-way involved was dedicated or acquired. Right-of-way cost recovery shall be in addition to reimbursements charged in sections 12, 13 or 14 of this Agreement.

(iii) Neither the City nor the County will approve any development of property within the Service Area if the logical use and development of that property should include frontage along Powers Boulevard, but the development submittal excludes this frontage. This provision is intended to prohibit leaving small undeveloped strips along Powers Boulevard in order to avoid paying right-of-way cost recovery.

(iv) The required cost recovery will be collected by the City or the County, as appropriate, at the time the development is finally approved and will be paid to the District within thirty days after its collection. The District will then promptly pay the recovery amount for Additional Right-of-Way to the member who originally dedicated the Additional Right-of-Way involved, and will retain the recovery amount for Condemned Right-of-Way if the District has advanced funds for the Condemned Right-of-Way and has not previously been reimbursed by the City or County respectively. If the District has been reimbursed for Condemned Right-of-Way, such amounts recovered shall be retained by the City or County. The recovery right for Additional Right-of-Way will be personal to the member who dedicated it and will not run with the land, but may be specifically assigned by the member who originally dedicated the additional right-of-way.

16. To the extent that any landowners, within the District's Service Area, have dedicated more right-of-way for Powers Boulevard than required by the District design criteria, such excess shall be conveyed back to the present Owner of the

property so long as said Owner has joined the District.

17. Any non-excluded property that becomes included within the District Boundary, upon petition for inclusion into the District filed by or with the consent of the property owner within three (3) months of the final formation of the District, shall be deemed to have been initially included within the District boundaries for all purposes.

18. The parties hereto agree that the District shall be deemed a third party beneficiary of this Agreement entitled to enforce any of the provisions hereof for its benefit, and that this Agreement may not be modified without the District's written approval. Upon final organization of the District pursuant to the Control Act, the District may execute this Agreement without further act or re-execution by the parties, whereupon the District shall be deemed a party hereto for all purposes.

19. The City and County shall review and coordinate the issuance of building permits based on phases of Powers Boulevard construction.

20. If any clause or provision of this cooperative Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the parties that the remainder of this Agreement shall not be affected and that in lieu of any such clause or provision there shall be added as a part thereof a substitute clause or provision as similar in terms and effect as to such illegal, invalid or unenforceable clause or provision as may be possible.

21. In no event shall the validity of this cooperative Agreement or any clause or provision of this Agreement affect the

organization or the continued existence of the District or the ability of the District to repay its debt obligations.

22. This Agreement shall become null and void in the event that the District is not declared organized pursuant to the Control Act within one year from the date hereof.

Executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

ATTEST:

\_\_\_\_\_  
Deputy County Clerk

By \_\_\_\_\_

CITY OF COLORADO SPRINGS

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

METEX METROPOLITAN DISTRICT

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_\_\_, by \_\_\_\_\_  
and \_\_\_\_\_ of the County of El Paso, a  
\_\_\_\_\_ of the State of Colorado on behalf of the  
\_\_\_\_\_.

Witness my hand and official seal.

My commission expires \_\_\_\_\_

Notary Public

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by Robert M. Isaac, Mayor, and R. E. Parker, City Clerk of the City of Colorado Springs, a municipal corporation of the State of Colorado on behalf of the municipal corporation.

Witness my hand and official seal.

My commission expires \_\_\_\_\_

Notary Public



STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ of METEX on behalf  
of the Metropolitan District.

Witness my hand and official seal.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPENDIX E

AGREEMENT

AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 1985, by and among the City of Colorado Springs ("City"), the County of El Paso ("County"), METEX Members who are signatories hereto, and the Board of Directors of METEX, a Colorado metropolitan district, is for the purpose of setting forth terms and conditions upon which each of the Parties agree to the formation of a metropolitan service district to be known as "METEX".

1. The Parties agree to the formation of METEX, a Colorado metropolitan district organized pursuant to §31-1-201 et seq., C.R.S.

2. The Parties approve the Service Plan which has been submitted to the Board of County Commissioners. The Service Plan consists of a preliminary financial survey and a preliminary engineering survey showing how the proposed services are to be provided and financed. The Service Plan also includes a map of the proposed district boundaries and an estimate of the population and valuation for assessment of the proposed district, and describes the facilities to be constructed and the standards of such construction and gives an estimate of costs, including the costs of acquiring land, engineering services, legal services, proposed indebtedness, proposed maximum interest rates and discounts, and other major expenses related to the organization and operation of METEX. The proposed Service Plan also outlines this intergovernmental-private party agreement regarding the City and County's involvement with METEX.

3. Because of the scope of the purpose of METEX - the construction of Powers Boulevard as a divided four-lane arterial PG# 5112 PAGE 0182 street from Platte Avenue north to Woodmen Road including the transition south of Platte Avenue - only very preliminary financial planning and preliminary engineering have been undertaken. It is necessary to form METEX prior to going forward with engineering and final financial planning so that an election on the organization of the district, an election of directors, and an election authorizing bonds can be held in February of 1986 and so that non-bonded indebtedness can be undertaken for the purpose of financing the costs of final engineering and final financial planning.

4. It is agreed among the Parties that the consent to the formation of METEX is not a consent to any bond sales by METEX or consent to the release of building permits for property subject to annexation agreements with building permit restrictions, but rather, consent to the formation of METEX so that METEX can engage in engineering and final financial planning. In approving METEX the County Commissioners shall specifically withhold authority for bond sales or any other financing with the exception of non-bonded indebtedness not to exceed \$500,000.00. None of this indebtedness will be assessed to any real property for which a building permit for a residential dwelling unit has been issued in the event bonds are not issued before December 31, 1986. The release of 600 ~~dwelling unit~~ building permits for Stetson Hills has been authorized as defined in the January 28, 1985 Traffic Impact Analysis for Stetson Hills prepared by URS Corporation. 188 residential dwelling unit building permits for Springs Ranch will be released subject to approval of a Traffic Plan by the Director of Public Works.

5. The Parties agree that tasks that must be completed are, but not limited to: (1) Right-of-Way documentation and a Powers Boulevard

route map, (2) Preliminary Design to include a complete preliminary project budget, (3) Traffic study, (4) Traffic Management and Detour Control Plan with buildout provisions, (5) Underwriter's Finance Plan, and that upon completion of the final engineering and final financial planning, they will enter into further agreements concerning the metropolitan district relating to, but not making such necessary, private developer platting fees, the phasing of construction of Powers Boulevard as a four-lane divided arterial street, the acquisition of right-of-way and payment thereof, the issuance of building permits, the repayment by properties who benefit from the construction of Powers Boulevard but who have not become a member of METEX, notification of first-time prospective purchasers of real property within METEX of METEX and its mill levy, and such other matters as need to be agreed upon by the Parties. The Parties understand and agree that as a result of engineering and final financial planning changes to the Service Plan may have to be made in accordance with §32-1-207, C.R.S.

6. By this Agreement, the Parties hereto acknowledge that no bond sales by METEX shall occur until such time as the County and the City have by formal action reviewed and approved the financial feasibility of such bond sales. The Parties agree that the Service Plan will have to be modified in accordance with §32-1-207, C.R.S. in order to allow bond sales.

7. This Agreement shall run with the lands owned by the METEX members described in the attachments hereto and shall be binding on all future owners of such land or portions thereof. This Agreement shall be recorded with the El Paso County Clerk and Recorder. This Agreement shall not be effective until all signatures required are obtained. If

execution on behalf of the City, County, and the METEX Members is not obtained by December 31, 1985 and execution on behalf of METEX is not obtained within 45 days of final formation, this Agreement shall be void.

8. In the event the first issuance of bonds has not occurred by December 31, 1987, the County or City or both shall be deemed a proper party to petition the court for dissolution of METEX.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first written above.

CITY OF COLORADO SPRINGS

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_

COUNTY OF EL PASO

By: \_\_\_\_\_  
Chairman of Board of County  
Commissioners

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

METEX MEMBERS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE BOARD OF DIRECTORS OF METEX,  
a Colorado metropolitan district

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

EXHIBIT "D"

(Attach Copy of Resolution of Approval)



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

The Board of County Commissioners (the "Board") of El Paso County, Colorado, met in regular session at Centennial Hall, 200 South Cascade Avenue, in Colorado Springs, Colorado, being one of the regular meeting places of said Board, at 9:00 a.m., on Thursday, the 14th day of November, 1985.

There were present:

Chairman:	Loren Whittemore
Other Commissioners:	Charles Meier
	Marcy Morrison
Absent:	Frank Klotz
Excused:	Terry Harris

There were also present:

Deputy County Clerk and  
 Clerk to the Board of  
 County Commissioners:     Doris Hardy

Thereupon the following proceedings, among others, were had and taken.

Thereupon Commissioner Meier introduced and moved the adoption of the following resolution:

RESOLUTION NO. 85-438, Land Use-265A RESOLUTION APPROVING THE ADOPTION OF A SERVICE  
PLAN FOR THE PROPOSED METEX METROPOLITAN DISTRICT

WHEREAS, pursuant to the provisions of Title 32, Article 1, Part 2, Colorado Revised Statutes, as amended (the "Act") the Board of County Commissioners (the "Board") of El Paso County, Colorado (the "County"), held a public hearing on the Service Plan of the proposed METEX Metropolitan District (the "District") on the 23rd day of May, 1985; and

WHEREAS, at such proceeding the Board adopted Resolution No. 85-219 conditionally approving the adoption of a Service Plan for the District, subject to incorporation therein of changes, modifications and additional information as stated in such Resolution; and

WHEREAS, the Board considered the incorporation of such changes, modifications and additional information at a public meeting on Thursday, the 14th day of November, 1985 at Centennial Hall, 200 South Cascade Avenue, Colorado Springs, Colorado 80903, one of its regular meeting places; and

WHEREAS, the Board has considered the changes, modifications and additional information incorporated into the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, it appears that the required changes, modifications and additional information have been incorporated into the Service Plan and that the Service Plan, as so amended, should be approved;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO:

Section 1. That in addition to the findings and determinations made by the Board in its Resolution No. 85-219, the Board does hereby find and determine that the changes, modifications and additional information set forth as conditions of approval in the Board's Resolution No. 85-219 have been properly incorporated into the Service Plan for the District.


Section 2. That the Service Plan of the proposed District, incorporating the hereinbefore described changes, modifications and additional information is hereby finally approved.

Section 3. That all prior resolutions, or parts thereof, in conflict with the provisions hereof or the provisions of the Service Plan approved hereby, be and the same are hereby repealed.

Section 4. That the adoption of this resolution is not conclusive of any determination to be made under the County Land Use Code with respect to any land use activity to be undertaken by the District.

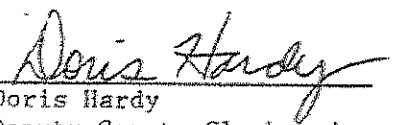
Section 5. That this Resolution, immediately upon its passage, shall be recorded in the Book of Resolutions of the County kept for that purpose and shall be authenticated by the signatures of Chairman of the Board of County Commissioners and the Deputy County Clerk and Clerk to the Board of County Commissioners.

ADOPTED AND APPROVED this 14th day of November, 1985.

  
Loren Whittemore, Chairman  
Board of County Commissioners

(SEAL)

Attest:

  
Doris Hardy  
Deputy County Clerk and  
Clerk to the Board of  
County Commissioners

Commissioner Meier then moved that said resolution be passed and adopted as read. Commissioner Morrison seconded the motion.

The question being upon the passage and adoption of said resolution, the roll was called with the following result:

Those Voting Yes:	Charles Meier
	Marcy Morrison
	Loren Whittemore

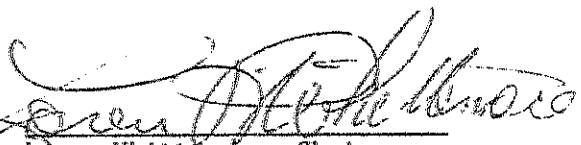
Those Voting No:	None
------------------	------

Those Absent and Not Voting:	Frank Klotz
------------------------------	-------------

Those Excused and Not Voting:	Terry Harris
-------------------------------	--------------

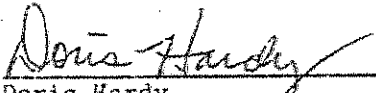
The presiding officer thereupon declared that, a majority of all the Commissioners elected having voted in favor thereof, the motion was carried and the resolution duly passed and adopted.

After consideration of other matters to come before the Board, on motion duly made and seconded, the meeting was adjourned.

  
Loren Whittmore, Chairman  
Board of County Commissioners

(SEAL)

Attest:

  
Doris Hardy  
Deputy County Clerk and  
Clerk to the Board of  
County Commissioners

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

I, Doris Hardy, Deputy County Clerk and Clerk to the Board of County Commissioners of the County of El Paso, State of Colorado, do hereby certify: that the foregoing pages numbered 1 to 5, inclusive, constitute a full and correct copy of the record of proceedings of the Board of County Commissioners of said County, taken at a meeting held on the 14th day of November, 1985, insofar as said minutes relate to a resolution relating to the Service Plan of the proposed METEX Metropolitan District, a copy of which is therein set forth; that the copy of the resolution contained in said minutes is a full, true, and correct copy of the original of said resolution as adopted by the Board of County Commissioners at said meeting; that the original resolution has been duly signed and approved by the presiding officer of the Board of County Commissioners and the Deputy County Clerk and Clerk to the Board of County Commissioners, sealed with the corporate seal of the County and recorded in the Book of Resolutions of the County kept for that purpose in my office.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said County at Colorado Springs, Colorado, this 14th day of November, 1985.

(SEAL)

Doris Hardy  
 Doris Hardy  
 Deputy County Clerk and Clerk  
 to the Board of County  
 Commissioners

EXHIBIT "E"

(Attach Copy of Form of Notice)

## NOTICE OF ORGANIZATION AND INTENT TO LEVY TAXES

---

IN RE THE ORGANIZATION OF METEX METROPOLITAN DISTRICT, EL PASO  
COUNTY, COLORADO, EL PASO COUNTY CIVIL ACTION NO. 85CV3845,  
DIVISION NO. 9

---

TO: COUNTY ASSESSOR AND BOARD OF COUNTY COMMISSIONERS, EL PASO  
COUNTY, COLORADO

NOTICE is hereby given by Order of the Board of Directors of METEX METROPOLITAN DISTRICT, El Paso County, Colorado, that the Order and Decree of the District Court in and for the County of El Paso and State of Colorado, creating Metex Metropolitan District, entered on the 8th day of January, 1986, was recorded in the office of the County Clerk Recorder of said County as Document No. \_\_\_\_\_, at Book \_\_\_\_\_, page \_\_\_\_\_, on January 8, 1986, and was filed with the Division of Local Government on January \_\_, 1986. By said Order and Decree, and by the completion of the above-cited requisite filings, Metex Metropolitan District has been duly formed and organized under the laws of the State of Colorado relating thereto.

Notice is further given that said District, being now authorized to levy taxes for District purposes, has heretofore taken certain affirmative actions which will ultimately result in the levying of ad valorem taxes on all the taxable property in the District in the years 1986 and thereafter.



IN WITNESS WHEREOF, the Board of Directors of Metex Metropolitan District, El Paso County, Colorado, has caused this Notice to be given as of the \_\_\_\_ day of January, 1986.

---

Secretary

(SEAL)



213079083

**NOTICE AND RATIFICATION OF CONVEYANCE OF TITLE  
TO REAL AND PERSONAL PROPERTY**

**THIS NOTICE AND RATIFICATION OF CONVEYANCE OF TITLE TO REAL AND PERSONAL PROPERTY**, is executed this 14<sup>th</sup> day of May, 2013, by the duly elected and appointed officers of the Cherokee Metropolitan District, 6250 Palmer Park Boulevard, Colorado Springs, Colorado 80915, for purposes of documenting and ratifying the acquisition of title to land parcels, title to which was previously held by the Cimarron Sanitation District, the Cherokee Water District and the Cherokee Water and Sanitation District with title presently vested in the Cherokee Metropolitan District by order of the District Court of El Paso County or direct conveyance of title to the Cherokee Metropolitan District and establishing and setting of record in the real property records of El Paso County, Colorado the consolidated land parcel description of property to which title is held by the Cherokee Metropolitan District on this date.

**WHEREAS** the Cimarron Sanitation District obtained title to certain real property in El Paso County, Colorado, with the Warranty Deeds recorded in the records of the El Paso County Clerk and Recorder at Book 2610, Page 304, and at Book 3156, Page 117, which are attached hereto as Exhibit A, two (2) pages, for purposes of construction, operation and replacement of wastewater management facilities; and

**WHEREAS** the Cherokee Water District obtained title to certain real property in El Paso County, Colorado, with the Warranty Deeds recorded in the records of the El Paso County Clerk and Recorder at Book 3125, Page 273, and at Book 3156, Page 91, which are attached hereto as Exhibit B, two (2) pages, for purposes of construction, operation and replacement of water supply, transmission and distribution; and

**WHEREAS** the Cimarron Sanitation District made application to the District Court of El Paso County, State of Colorado, for dissolution of the District on July 28, 1981, and the Cherokee Water District made application to the District Court of El Paso County, State of Colorado on July 28, 1981, to perform sanitation services previously performed by the Cimarron Sanitation District and become the Cherokee Water and Sanitation District, and;

**WHEREAS** the District Court of El Paso County, State of Colorado, accepted the applications by the Cimarron Sanitation District and the Cherokee Water District, and set the issue for a hearing before said District Court and said District Court ordered a special election by the voters of the Cimarron Sanitation District and the Cherokee Water District for consideration of the dissolution of said Cimarron Sanitation District and conversion of said Cherokee Water District to the Cherokee Water and Sanitation District, with the Cherokee Water and Sanitation District assuming all of the operations and functions of both a water and sanitation district, including the acceptance of the sewage system of the Cimarron Sanitation District, and;

**WHEREAS** the special election ordered by said District Court was held and the District Court accepted the election judges' Certificate of Election Returns and the special minutes of the Board of Directors of the Cimarron Sanitation District, finding the application for dissolution of the Cimarron Sanitation District to have been accepted and approved by the voters of the Cimarron Sanitation District, and by affirmation of the voters of the District conveyed all responsibilities, authorities and assets of the Cimarron Sanitation District to the Cherokee Water District, which, by affirmation of the voters of the Cherokee Water District at the said special election, became the Cherokee Water and Sanitation District and assumed the responsibility, authorities, and assets of said Cimarron Sanitation District and said Cherokee Water District, and;

**WHEREAS** the District Court of El Paso County, State of Colorado, entered an Order on October 23, 1981 approving the dissolution of the Cimarron Sanitation District and ordering the formation of the Cherokee Water and Sanitation District, said Cherokee Water and Sanitation District assuming all responsibilities and authorities of a water and sanitation district and receiving all assets of the Cimarron Sanitation District and the Cherokee Water District, including but not limited to, that real property held in title by Cimarron Sanitation District and the Cherokee Water District described in Exhibit A and Exhibit B hereto; said Order of said District Court being recorded in the records of the El Paso County Clerk and Recorder at Book 3496, Page 588, under Reception No. 00817943, said Order attached hereto as Exhibit C, ten (10) pages, and;

**WHEREAS** at the General Election of May 5, 1992, the Cherokee Water and Sanitation District submitted to the voters of said District a request for affirmation to convert the Cherokee Water and Sanitation District to the Cherokee Metropolitan District; at which General Election the voters provided an affirmative vote to convert said District to the Cherokee Metropolitan District, and;

**WHEREAS** the Cherokee Water and Sanitation District was converted to the Cherokee Metropolitan District in accordance with that Order of the District Court of May 11, 1992, as recorded in the records of the El Paso County Clerk and Recorder at Book 5983, Page 84, a copy of said Order attached hereto as Exhibit D, and;

**WHEREAS** the Cherokee Water and Sanitation District had acquired title to that parcel of land with the Warranty Deed described in Book 5309 at Page 530 of the said records of the El Paso County Clerk and Recorder, said Warranty Deed attached hereto as Exhibit E, said parcel of land being conveyed to the Cherokee Metropolitan District with the conversion of the Cherokee Water and Sanitation District to the Cherokee Metropolitan District as Ordered by the District Court of El Paso County, and;

**WHEREAS** the Cherokee Metropolitan District desires to ratify the transfers of assets from the Cimarron Sanitation District to the Cherokee Metropolitan District, the transfer of assets from the Cherokee Water District to the Cherokee Metropolitan District, and the transfer of assets from the Cherokee Water and Sanitation District to the Cherokee Metropolitan District, and establish a record of the transfers of the real property in the real property records of El Paso County, Colorado;

**THEREFORE** the undersigned, acting upon the authorization of the Board of Directors of the Cherokee Metropolitan District meeting in regular session on May 14, 2013, as the successor to the Cimarron Sanitation District, the Cherokee Water District and the Cherokee Water and Sanitation District, hereby ratifies the conveyance of title to the parcels of real property identified herein in Exhibits A, B, and E to the Cherokee Metropolitan District, said transfer being represented as the resulting consolidated parcel of land described in Exhibit F and shown in the legal description sketch in Exhibit G to this Notice and Ratification of Conveyance of Title to Real and Personal Property, and shall provide for the recordation of this Notice and Ratification of Conveyance of Title to Real and Personal Property in the records of El Paso County, setting forth the consolidated parcel of land presently held in fee simple title by the Cherokee Metropolitan District as represented in Exhibits F and G hereto.

**IN WITNESS WHEREOF**, the Cherokee Metropolitan District has executed this Notice and Ratification of Conveyance of Title to Real and Personal Property on the date set forth above.

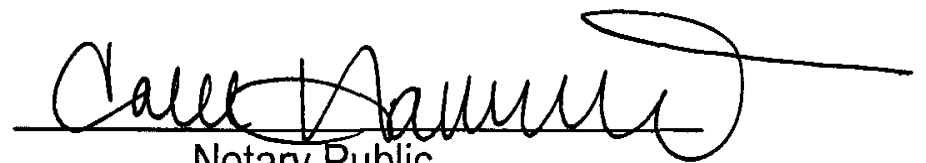
Cherokee Metropolitan District

By:  Dave Hammers, President, Board of Directors

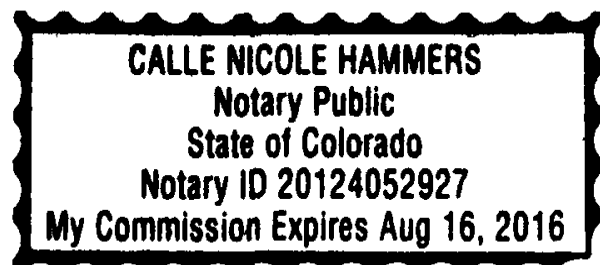
State of Colorado       )  
                                      ) ss.  
County of El Paso       )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2013, by Dave Hammers.

Witness my hand and official seal.

  
Notary Public

My commission expires Aug 16<sup>th</sup> 2016.



AUG 3 1973

BOOK 2610 PAGE 304

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ at 9:41 o'clock AM.

No. 04281

HARRIET BEALS RECORDER

# Warranty Deed

Know all Men by these Presents, That

CIMARRON CORPORATION, A Colorado Corporation

of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and convey to CIMARRON SANITATION DISTRICT, A Quasi-Municipal Corporation of the State of Colorado

of the County of El Paso and State of Colorado, whose mailing address is 707 Western Dr., Colo. Spgs., Colo. 80915 the following Real Property situate in the County of El Paso and State of Colorado, (Assessor's Schedule Number \_\_\_\_\_) to-wit:

LEGAL DESCRIPTION: Portions of the East 3/4 of the NW 1/4, of the NE 1/4 and the SW 1/4 of the NE 1/4 of Section 18, T 14 S, R 65 W of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the North Corner of Section 18, T 14 S, R 65 W, of the 6th P.M. of said County, Thence S 89° 55' 03" E along the North Line of the NE 1/4 of said Section 18 for 1325.14 Feet, Thence S 00° 04' 57" W for 594.27 Feet to the Point of Beginning, Thence (1) N 81° 46' 44" W for 65.46 Feet, (2) N 89° 55' 03" W for 265.08 Feet, (3) N 30° 00' 00" E for 8.05 Feet, (4) S 77° 58' 28" W for 112.56 Feet, to A Point on the Southeasterly Boundary Line of the Right of Way of the Channel of the East Fork of Sand Creek, (5) Along said Boundary Line S 26° 10' 54" W for 1100.57 Feet, (6) Along said Boundary Line on a curve to the Right, said Curve having a Radius of 3880.64 Feet and a Central Angle of 00° 08' 58" for an arc length of 10.12 feet, the Chord of said Curve having a bearing of S 26° 15' 23" W for 10.12 Feet, (7) N 88° 33' 12" E for 912.74 Feet to a Point on the East line of the said SW 1/4 of the NE 1/4 (8) N 00° 47' 32" E for 255.54 Feet to the NE Corner of said SW 1/4 of the NE 1/4, (9) Along the East Line of the NW 1/4 of the NE 1/4 of said Section 18 on the last mentioned bearing for 724.98 feet to the Point of Beginning, containing 15.32 acres of land, more or less.

with all its appurtenances and warrant(s) the title to the same, subject to Taxes for the year 1973 and subsequent years and easements and restrictions of record.

Signed and delivered this 31st day of July

STATE DOCUMENTARY

AUG 03 1973

FEE \$ 7.66

CIMARRON CORPORATION

B. H. Smartt, President

Garry L. Davis, Secretary

STATE OF \_\_\_\_\_ } ss. The foregoing instrument was acknowledged before me  
County of \_\_\_\_\_ }  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

Witness my hand and official seal.

My commission expires \_\_\_\_\_

STATE OF COLORADO } ss. The foregoing instrument was acknowledged before me  
County of EL PASO }  
this 31st day of July, 19 73,  
by B. H. Smartt as President  
and Garry L. Davis as Secretary of  
Cimarron Corporation a corporation.

Witness my hand and official seal.

My commission expires May 31, 1975

J. A. Cathcart

NOTARY PUBLIC

EXHIBIT A  
PAGE 1 OF 2

MAR 27 1979

BOOK 3156 PAGE 117

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_ of \_\_\_\_\_ o'clock \_\_\_\_\_ M.

No. 538643

ARDIS W. SCHMITT  
RECORDER

State of Colorado  
County of El Paso

# Warranty Deed

Deputy

2.00

KNOW ALL MEN BY THESE PRESENTS, That EMPIRE HOLDINGS, INC., a  
Colorado Corporation  
of the County of El Paso and State of Colorado for the  
consideration of Thirty-Three Thousand, Nine Hundred, Eighty-Seven and 60/100  
(\$ 33,987.60 ) dollars in hand paid hereby sell and convey to  
Cimarron Sanitation District  
whose legal address is (including road or street address if applicable)  
P.O. Box 9908 Colorado Springs, Co. 80932

\*in Joint Tenancy of the County of El Paso and State of Colorado  
the following Real Property situated in the County of El Paso  
and State of Colorado, to wit: a Portion of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 18, T 14 S,  
R 65 W, of the 6th P.M. El Paso County, Colorado, described as follows:  
Commencing at the North  $\frac{1}{4}$  corner of said section 18, thence S 00° 46' 48"  
W along the West line of the said NE $\frac{1}{4}$  for 2269.97 feet to the point of  
beginning thence (1) Along the East Boundary Line of East Fork of Sand  
Creek on a curve to the left having a radius of 3880.64 feet and a  
central angle of 11° 42' 43" for an arc length of 793.25 feet, said curve  
having a chord bearing of N 32° 11' 14" E for 791.87 feet, (2) N 88° 33'  
12" E for 912.74 feet to a point on the East Line of the said SW $\frac{1}{4}$  of the  
NE $\frac{1}{4}$ , (3) Along said East Line S 00° 47' 32" W for 1063.70 feet to the  
Southeast corner of the said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , (4) Along the South line of  
the said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  N 89° 35' 39" W for 1324.51 feet to the SW corner  
of the said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , (5) Along the West line of the said SW $\frac{1}{4}$   
of the NE $\frac{1}{4}$  N 0° 46' 48" E for 361.04 feet to the point of beginning  
containing 28.323 acres of land more or less.

with all its appurtenances and warrant(s) the title to the same, subject to the lien for ad  
valorem taxes for the year 1979 and subsequent years; easements, rights of  
way, covenants, conditions, restrictions and reservations of record, if any,  
and Grantor expressly does not warrant, and Grantee by acceptance hereof  
waives any claim or right for access to the real property from, across, or  
through adjacent or contiguous land.

and delivered this 8th day of January 1979

EMPIRE HOLDINGS, INC.,

STATE DOCUMENTARY

MAR 27 1979

FEE \$ 3.40

Vice President

STATE OF ILLINOIS  
County of COOK

SS

The foregoing instrument was acknowledged before me

this 19th day of January

by JAMES FOX, Vice President of Empire Holdings, Inc.

Witness my hand and official seal.

My commission expires June 7, 1979.

NOTARY PUBLIC

STATE OF  
County of

SS

The foregoing instrument was acknowledged before me

this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

by \_\_\_\_\_ as \_\_\_\_\_ President

and \_\_\_\_\_ as \_\_\_\_\_ Secretary of

a corporation.

Witness my hand and official seal:

My commission expires \_\_\_\_\_

NOTARY PUBLIC

STANDARD FORM NO. 14

COLORADO SPRINGS BOARD OF REALTORS, INC.

\* IF JOINT TENANCY IS NOT DESIRED,  
STRIKE PHRASE BETWEEN ASTERISKS.

EXHIBIT A  
PAGE 2 OF 2

BOOK 3125 PAGE 273

No. 509979

HARRIET BEAL: RECORDER

# Warranty Deed

EXHIBIT B  
PAGE 1 OF 2

none

Commencing at the Northeast Corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 18, thence S 00° 47' 32" W for 365.00 feet along the East Line thereof to the Point of Beginning of the tract herein described, thence (1) Continuing S 00° 47' 32" W for 220.00 feet along said East Line, (2) N 88° 41' 30" W for 326.06 feet to an angle point on the North Boundary of that tract described in deed recorded in Book 2610 at Page 304 of the Records of said County, (3) N 30° 00' 00" E for 247.49 feet, (4) S 89° 29' 51" E for 205.28 feet to the Point of Beginning, Containing 1.33 acres of land, more or less.

with all its appurtenances and warrant(s) the title to the same, subject to covenants, reservations and easements of record including right of way grant recorded in Book 2043 at Page 307 under Reception No. 377444.

STATE DOCUMENTARY

DEC 29 1978

7. 11. 1941

J. Thomas Stoen, President

Paula D. Rice, Secretary

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS      The foregoing instrument was acknowledged before me

this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by \_\_\_\_\_

My commission expires \_\_\_\_\_

**NOTARY PUBLIC**

STATE OF COLORADO  
County of EL PASO } SS The foregoing instrument was acknowledged before me

this 21st day of December 1978  
by J. Thomas Stoen as President  
and Paula D. Rice as Secretary of  
Cimarron Corporation of America, a Delaware corporation.

My commission expires February 14, 1979

NOTARY PUBLIC

\* IF JOINT TENANCY IS NOT DESIRED.

State of Colorado  
County of El Paso

**Warranty Deed** BOOK 3156 PAGE 91 <sup>200</sup> Deputy

EXHIBIT B  
PAGE 2 OF 2

KNOW ALL MEN BY THESE PRESENTS, That EMPIRE HOLDINGS, INC., a  
Colorado Corporation  
of the County of El Paso and State of Colorado for the  
consideration of Three Thousand, Four Hundred, Fifty and no/100  
(\$ 3,450.00) dollars in hand paid hereby sell and convey to  
Cherokee Water District, a quasi municipal district  
whose legal address is (including road or street address if applicable)  
P.O. Box 9908 Colorado Springs, Colorado 80932  
\*in/John/tenancy of the County of El Paso and State of Colorado  
the following Real Property situated in the County of El Paso  
and State of Colorado, to wit: A tract of land located in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
Sec. 18, T 14 S, R 65 W of the 6th P.M., in El Paso County, Colorado,  
described as follows: Commencing at the Northeast Corner of said NW $\frac{1}{4}$   
of the NE $\frac{1}{4}$  of Sec. 18, thence S 00° 47' 32" W for 50.26 feet along the  
East Line thereof to a point on the South R/W Line of U.S. Highway No. 24,  
the Point of Beginning of the tract herein described, thence (1) Continue  
S 00° 47' 32" W for 314.74 feet along said East Line to the Northeast  
Corner of that tract described in correction deed recorded in Book 3125  
at Page 273 of the Records of said County, (2) N 89° 29' 51" W for 205.28  
feet along the North Line of said tract to the Northwest Corner thereof,  
(3) S 30° 00' 00" W for 247.49 feet along the West Line of said tract  
to an angle point on the North Boundary of that tract described in deed  
recorded in Book 2610 at Page 304 of the Records of said County, (4)  
S 77° 58' 28" W for 112.56 feet along said North Boundary to a point on  
the Southeast Boundary of Cimarron South Filing No. 1 as recorded in  
Plat Book Y-2 at Page 52 of the Records of said County, (5) N 26° 10' 54"  
E for 99.43 feet along said Boundary, (6) On a curve to the right having  
a radius of 3202.20 feet and a central angle of 06° 33' 34" for an arc  
distance of 366.60 feet along said Boundary, the chord of said curve bears  
N 29° 27' 41" E for 366.40 feet, (7) N 32° 44' 28" E for 169.58 feet along  
with all its appurtenances and warrant(s) the title to the same, subject to the lien for ad  
valorem taxes for the year 1978 and subsequent years; easements, rights  
of way, covenants, conditions, restrictions and reservations of record,  
if any, and Grantor expressly does not warrant, and Grantee by acceptance  
hereof waives any claim or right for, access to the real property from,  
across, or through adjacent or contiguous land.



Signed and delivered this 8th day of January 19 79  
EMPIRE HOLDINGS, INC.  
STATE DOCUMENTARY  
MAR 6 7 1979  
FEE \$ 35  
James Fox  
Vice President

STATE OF ILLINOIS } SS The foregoing instrument was acknowledged before me  
County of COOK

this 19th day of January  
by James Fox, Vice President of EMPIRE HOLDINGS, INC.

Witness my hand and official seal.  
My commission expires June 7, 1979

Janette A. [Signature]  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ } SS The foregoing instrument was acknowledged before me  
County of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_ President  
and \_\_\_\_\_ as \_\_\_\_\_ Secretary of  
\_\_\_\_\_ a corporation.

Witness my hand and official seal.  
My commission expires \_\_\_\_\_

NOTARY PUBLIC



00817943

1981 OCT 29 AM 9:11

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

BOOK 3496 PAGE 588

DISTRICT COURT  
COUNTY OF EL PASO  
STATE OF COLORADO

Case No. 45679  
Division No. 1

EXHIBIT C  
PAGE 1 OF 10

IN THE MATTER OF THE ORGANIZATION

OF

CIMARRON SANITATION DISTRICT

DISTRICT COURT  
COUNTY OF EL PASO  
STATE OF COLORADO

Case No. 35353  
Division No. 1

IN THE MATTER OF THE ORGANIZATION

OF

CHEROKEE WATER DISTRICT

ORDER APPROVING DISSOLUTION OF  
CIMARRON SANITATION DISTRICT

AND

ORDERING THE FORMATION OF  
CHEROKEE WATER AND SANITATION DISTRICT

THIS MATTER coming before the Court this 23rd day of October, 1981, upon the Application of the Cimarron Sanitation District for Dissolution and also upon the Application of the Cherokee Water District seeking to become Cherokee Water and Sanitation District, and the Districts being represented by their attorneys, MORRIS, SUSEMIHL, LOHMAN & KENT, and the Court having reviewed the Applications in this matter, does hereby make the following findings:

1. The Court previously approved the filing of these Applications on the 28th day of July, 1981, and set the 18th day of August, 1981, at 1:30 o'clock P.M. as the date and time for a hearing on this matter pursuant to the statutes which Order of the Court was properly and lawfully published pursuant to the statutes in a paper of general circulation, and Proof of Publication filed with the Court.

2. A copy of the Court's Order and the Applications was forwarded to the Board of County Commissioners of El Paso County, Colorado, and to the governing officials of the City of Colorado Springs and the Division of Local

Government of the State of Colorado. By resolution the Board of County Commissioners of El Paso County, Colorado on the 10th day of August, 1981, approved the Application of Cimarron Sanitation District and Cherokee Water District and has filed a resolution to that effect with the Court.

3. The governing body of no other municipality, special district or regional service authority has entered their appearance or objected to this matter. No other parties or persons appeared in opposition.

4. Pursuant to Court Order, a special election was held in this matter on Tuesday, September 22, 1981, between the hours of 7:00 A.M. and 7:00 P.M. at the offices of Cherokee Water District, El Paso County, Colorado. Said notice of special election was properly and lawfully advertised in a newspaper of general circulation and Proof of Publication has been filed with the Court.

5. At the special election, the voters of the District approved the dissolution of Cimarron Sanitation District and further approved that the functions and responsibilities of Cimarron Sanitation District be taken over by the Cherokee Water District which would become the Cherokee Water and Sanitation District. The Judge's certificate of election returns and the special minutes of the Board of Directors of the Sanitation District, canvassing said returns has been filed with the Court and is in proper form.

6. The outstanding bonded indebtedness of Cimarron Sanitation District has been fully retired, and the only other outstanding liability is the note payable to Empire Holdings in the approximate amount of TWENTY-FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$24,790) and that available funds are present with which to pay said obligation.

7. An adequate plan exists for the functions of Cimarron Sanitation District to be provided by the Cherokee Water and Sanitation District and for a continuation of all the services of the Cimarron Sanitation District.

8. For tax purposes, it would be in the best interests of the residents of the Districts to dissolve the Cimarron Sanitation District effective December 31, 1981, and that all tax revenues from whatever source received after December 31, 1981 which were due and owing to the Cimarron Sanitation District shall be paid to the Cherokee Water and Sanitation District.

IT IS THEREFORE ORDERED AS FOLLOWS:

1. Cimarron Sanitation District shall be dissolved effective December 31, 1981.
2. Effective January 1, 1982 Cherokee Water District shall henceforth become Cherokee Water and Sanitation District and will assume all of the operations and functions of both a water and sanitation district including the acceptance of the sewage system of Cimarron Sanitation District. Cherokee Water and Sanitation District will further assume all obligations of maintenance and operation of said sewage treatment facilities and system. Cherokee Water and Sanitation District shall receive all assets of the Cimarron Sanitation District and will assume any contractual obligations therein.
3. A certified copy of this Order shall be recorded in the records of El Paso County, Colorado and shall be filed with the Board of County Commissioners, the officials of the City of Colorado Springs, and with the Division of Local Government of the State of Colorado.
4. The Court shall retain jurisdiction over this matter for the purposes of considering any future modifications of the agreement of Cherokee Water District to assume the functions and services of Cimarron Sanitation or other questions concerned with the performance of the obligations of Cherokee Water and Sanitation District, provided however, that this Order of Dissolution shall be final and conclusive against all persons.
5. All outstanding and unpaid taxes and levies of the Cimarron Sanitation District shall be valid and remain a lien against the property against which they are assessed or levied until paid which payment if occurring after December 31, 1981, may be made to the Cherokee Water and Sanitation District.
6. The Court accepts for filing in this matter a map showing the boundaries of the Cherokee Water and Sanitation District and attaches hereto and incorporates by reference the legal description of the Cherokee Water and Sanitation District which is identified as Exhibit "A" and consists of six (6) pages.

DATED the year and day first above written by the  
Court.

BY THE COURT

*David D. Parrish*

THE HONORABLE DAVID D. PARRISH  
DISTRICT COURT JUDGE

State of Colorado, County of El Paso  
Certified to be a true and correct  
copy of the original in my custody.  
.....Date  
.....  
Clerk of the District Court  
..... Deputy

State of Colorado, County of El Paso-ss  
Certified to be a true and correct  
copy of the original in my custody.  
.....Date  
.....  
MARIE BARNER  
Clerk of the District Court  
..... Deputy

LEGAL DESCRIPTION  
OF THE  
CHEROKEE WATER & SANITATION DISTRICT

The boundaries of the Cherokee Water and Sanitation District and the territory included therein are as follows:

All of Section 7, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, except Blocks D and O of the G & H Subdivision as recorded in Plat Book 2, Page 26 under Reception No. 50559 of the records of El Paso County, Colorado and except the Southerly 650 feet of the Westerly 290 feet of said Section 7; also

All of Section 6, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, except the right-of-way of the Chicago, Rock Island and Pacific Railroad; also

Those portions of Section 5, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

The West One-Half of Section 5 except the right-of-way of the Chicago, Rock Island and Pacific Railroad, and the Southeast Quarter of Section 5 except the North 75.40 acres and except the East 30 feet of the Southeast Quarter of said Section 5 conveyed to County Road; also

Those portions of Section 8, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

The North One-Half of said Section 8 lying North and West of the right-of-way of U.S. Highway 24 and that portion of the Southwest Quarter of Section 8 described as follows: Beginning at the Northwest corner of said Southwest Quarter; thence Easterly on the North line of said Southwest Quarter 1,249.5 feet, thence angle right  $93^{\circ}57'20''$  Southerly to intersect the Northerly right-of-way line of U.S. Highway 24, thence Westerly on said Northerly

# EXHIBIT C

## PAGE 6 OF 10

BOOK 3496 PAGE 593

right-of-way line of U.S. Highway 24 on a curve to the right, said curve having a radius of 1,780.00 feet, a central angle of  $13^{\circ}33'05''$ , for an arc distance of 421.00 feet, thence continuing Westerly on said Northerly right-of-way line of U.S. Highway 24 for 687.4 feet to intersect the Westerly line of said Section 8, thence Northerly on the West line of said Section 8 to the Northwest corner of said Southwest Quarter being the point of beginning; together with Lot 1 of Hillcrest Acres as recorded in Plat Book B-2 at Page 64 of the records of El Paso County, Colorado; also

Those portions of Section 31, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

The East One-Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of said Section 31 except the right-of-way of the Chicago, Rock Island and Colorado Railway Company; together with all that portion of Lot 4 of the Southwest Quarter of said Section 31 lying South of the Chicago, Rock Island and Pacific Railway; also

Those portions of Section 18, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

The East One-Half and the East One-Half of the West One-Half of the Northeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter and the East Three-Quarters of the Northwest Quarter of the Northeast Quarter of said Section 18; also

Those portions of Section 17, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

That portion of the Northwest Quarter of the Northwest Quarter of said Section 17, described as follows: Commencing at the Northwest corner of said Section 17; thence Southerly on the West line of said Section, 50 feet to intersect the Westerly extension of the Southerly line of the tract described in deed to El Paso County, Colorado recorded August 4, 1942 in Book 1005 at Page

# EXHIBIT C

## PAGE 7 OF 10

BOOK 3496 PAGE 594

262 under Reception No. 670331; thence Easterly on said extended line 533.50 feet for the point of beginning of the tract to be described hereby; Thence continue Easterly on said extended line and on the South line of said tract described in Book 1005 at Page 262 and on the Easterly extension of said line 398.10 feet; thence angle right  $143^{\circ}53'49''$  Southwesterly 491 feet, more or less, to intersect a line drawn Southerly from the point of beginning and parallel with the West line of said Section 17; thence angle right  $125^{\circ}54'11''$  Northerly on said parallel line 289 feet, more or less, to the point of beginning; and

A portion of that certain tract recorded in Book 1838 at Page 590 of the records of El Paso County, Colorado, lying in the North One-Half of the Northeast Quarter of said Section 17, more particularly described as follows: Beginning at a point on the Southerly right-of-way line of State Highway 94 that is 900.00 feet Easterly of the North/South centerline of said Section 17; thence Easterly on said Southerly right-of-way line, a distance of 604.60 feet to a point of curvature of a curve to the right; thence angle right on said curve to the right having a radius of 1,860.00 feet, a central angle of  $01^{\circ}32'25''$ , an arc distance of 50.00 feet; thence along right Southerly perpendicular to the aforesaid Southerly right-of-way line of State Highway No. 94 a distance of 332.33 feet; thence angle right  $90^{\circ}$  Westerly, parallel with the aforesaid Southerly right-of-way line, a distance of 654.60 feet; thence angle right  $90^{\circ}$  Northerly a distance of 333.00 feet, more or less, to the point of beginning; also

Those portions of Section 16 and Section 21, Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

Parcel A: That part of the West One-Half of said Section 16, lying South of Colorado State Highway No. 94, being more particularly described as follows:

Commencing at the Northwest corner of said Section 16, thence Southerly on the Westerly line of said Section 16, a distance of 337.98 feet to a point on the Southerly right-of-way line of State Highway 94, as recorded in Book 840 at Page 408 of the records of El Paso County, State of Colorado, thence angle left

70°40'49" along the said Southerly right-of-way, a distance of 31.79 feet to the point of beginning; said point being on the Easterly right-of-way line of County Road No. 423, thence continue along said Southerly right-of-way line as hereinafter described; continue along the aforementioned course, a distance of 247.28 feet to a point of curve of a curve to the left, thence along said curve having a radius of 2,915.00 feet, a central angle of 14°48'00", an arc length of 752.97 feet to a point of tangent, thence along said tangent a distance of 288.00 feet to a point of curve of a curve to the left, thence along said curve having a radius of 1,960.00 feet, a central angle of 25°56'00", an arc length of 887.14 feet to a point of tangent, thence along said tangent, a distance of 548.22 feet to a point on the Easterly line of the West One-Half of said Section 16, thence departing from said Southerly right-of-way line, angle right 111°27'29" along said Easterly line, a distance of 1,855.18 feet, thence angle right 90°00'00" a distance of 2,634.11 feet to a point on the Easterly right-of-way line of the aforementioned County Road No. 423, that is 30.00 feet Easterly of, as measured at right angles to, the West line of said Section 16, thence angle right 89°57'20" along said Easterly right-of-way line, parallel to said West line of said Section 16, a distance of 1,813.37 feet, more or less, to the point of beginning together with;

Parcel B: That part of the West One-Half of said Section 16, lying South of Colorado State Highway No. 94, being more particularly described as follows:

Commencing at the Northwest corner of said Section 16, thence Southerly on the Westerly line of said Section 16, a distance of 336.98 feet to a point on the Southerly right-of-way line of State Highway No. 94, as recorded in Book 840 at Page 408 of the records of El Paso County, State of Colorado, thence angle left 70°40'49" along the said Southerly right-of-way, a distance of 31.79 feet to a point, said point being on the Easterly right-of-way line of County Road No. 423, thence angle right 70°40'49" Southerly parallel with and 30 feet Easterly of, as measured at right angles to said Westerly line of said Section 16 and on the Easterly right-of-way line of said County Road No. 423, a distance of 1,813.37 feet to the point of beginning of the tract to be described, thence continue Southerly on the last mentioned course, a distance of 1,654.09 feet to a point, thence angle left 89°57'20" Easterly, a distance of 2,632.83 feet to a



# EXHIBIT C

## PAGE 9 OF 10

BOOK 3496 PAGE 596

point, thence angle left 90°00'00" Northerly a distance of 1,654.09 feet to a point, thence angle left 90°00'00" Westerly, a distance of 2,634.11 feet, more or less, to the point of beginning together with;

Parcel C: That part of the West One-Half of said Section 16, and that part of the West One-Half of said Section 21, described as follows:

Commencing at the Northwest corner of said Section 16; thence South 00°04'29" East (a true bearing to which all other bearings are relative) along the West line of said Section 16, a distance of 337.98 feet to a point on the Southerly right-of-way line of State Highway No. 94, as recorded in Book 840 at Page 408 of the records of El Paso County; thence South 70°45'18" East along said Southerly right-of-way line, a distance of 31.79 feet to a point on the East right-of-way line of County Road No. 423; thence South 00°04'29" East parallel with and 30 feet Easterly of, said West line of said Section 16 and on the East right-of-way line of said County Road No. 423, a distance of 3,467.46 feet to the point of beginning of the tract to be described; thence North 89°58'11" East, a distance of 2,632.39 feet to intersect the East line of said West One-Half of said Section 16; thence South 00°01'49" East along the East line of said West One-Half of said Section 16, a distance of 1,465.56 feet to the South One-Quarter corner of said Section 16; thence South 00°11'25" East along the East line of the West One-Half of said Section 21, a distance of 192.43 feet; thence South 89°58'11" West, a distance of 2,492.11 feet to intersect the Northeasterly right-of-way line of a 60 foot wide County Road as described in Book 752 at Page 365 under Reception No. 435331 of the records of El Paso County; thence North 34°58'00" West along the Northeasterly right-of-way line of said County Road, a distance of 232.41 feet to intersect the section line common to said Section 16 and 21; thence continuing North 34°58'00" West, a distance of 11.52 feet to intersect a line 30 feet Easterly of and parallel with the West line of said Section 16; thence North 00°04'29" West on said parallel line, a distance of 1,458.02 feet to the point of beginning together with;

A portion of the Northwest Quarter of said Section 21, described as follows:

# EXHIBIT C

## PAGE 10 OF 10

BOOK 3496 PAGE 597

Commencing at the Northwest corner of said Section 21; thence South  $00^{\circ}16'33''$  East along the West line of said Section 21, a distance of 52.71 feet to intersect the Southwesterly right-of-way line of a 60 foot wide County Road as described in Book 752 at Page 365 under Reception No. 435331 of the records of El Paso County; thence South  $34^{\circ}58'00''$  East along said right-of-way line, a distance of 168.08 feet; thence South  $89^{\circ}58'11''$  West, a distance of 95.66 feet to intersect the West line of said Section 21; thence North  $00^{\circ}16'33''$  West along the West line of said Section 21, a distance of 137.79 feet to the point of beginning.

DISTRICT COURT  
COUNTY OF EL PASO  
STATE OF COLORADO

Case No. 45679  
Division No. 1

IN THE MATTER OF THE ORGANIZATION  
OF  
CIMARRON SANITATION DISTRICT

EXHIBIT D  
PAGE 1 OF 1

DISTRICT COURT  
COUNTY OF EL PASO  
STATE OF COLORADO

Case No. 35353  
Division No. 1

IN THE MATTER OF THE ORGANIZATION  
OF  
CHEROKEE WATER DISTRICT

ORDER

THIS MATTER, coming before the Court upon the written Motion of the Cherokee Water & Sanitation District, and the Court having reviewed said Motion, having reviewed the Judge's Certificate of Election Returns and, the Court having determined that the election was held in accordance with Part 8 of Article 1, Title 32;

IT IS THEREBY ORDERED, that the Cherokee Water & Sanitation District is hereby converted to the Cherokee Metropolitan District, possessing all of the rights, powers and authority of a Metropolitan District, as set forth by statute.

ENTERED this 11<sup>th</sup> day of May, 1992.

BY THE COURT:

JUDGE DAVID D. PARRISH

The Honorable David D. Parrish  
District Court Judge

*House confers  
Kenton W. Sussan*

01517049

1987 JAN 28 PM 3:04

BOOK 5309 PAGE 530

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

EXHIBIT E  
PAGE 1 OF 2

BARGAIN AND SALE DEED

MARATHON PARTNERS, a Colorado general partnership, whose address is 7710 North Union Boulevard, Colorado Springs, Colorado 80918, in the County of El Paso and State of Colorado, for the consideration of ONE DOLLAR (\$1.00) in hand paid, hereby sells and conveys to CHEROKEE WATER AND SANITATION DISTRICT, whose address is Post Office Box 9908, Colorado Springs, Colorado 80932, in the County of El Paso and State of Colorado, the real property in the County of El Paso and State of Colorado described on Exhibit A attached hereto and shown on the map attached hereto as Exhibit B; with all its appurtenances, subject to matters of record in El Paso County, Colorado.

Signed this 26<sup>th</sup> day of January, 1987.

MARATHON PARTNERS, a Colorado  
general partnership

STATE DOCUMENTARY

JAN 28 1987

FEE \$ None

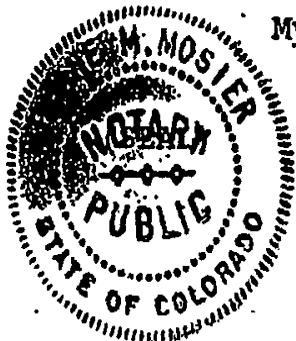
By C. Lewis Christensen  
C. Lewis Christensen,  
General Partner

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

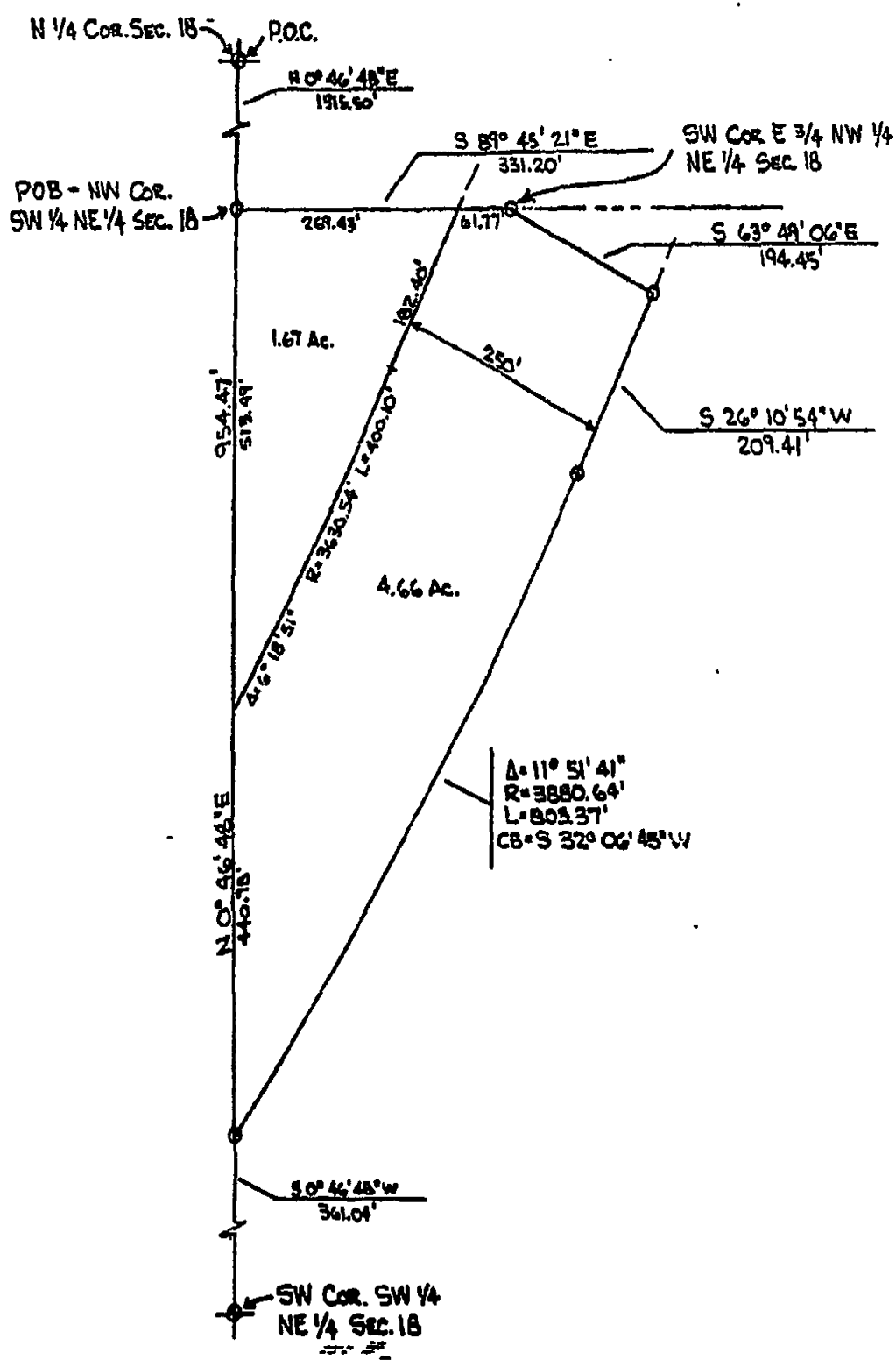
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 1987 by C. Lewis Christensen as General Partner of Marathon Partners, a Colorado general partnership.

Witness my hand and official seal.

My commission expires: 2/11/89



Ardis W. Schmitt  
Notary Public

EXHIBIT E  
PAGE 2 OF 2

SCALE - 1" = 200'

**LEGAL DESCRIPTION:**

A parcel of land located in the Southwest One-Quarter of the Northeast One-Quarter of Section 18, Township 14 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows; Commencing at the Northwest corner of the said Northeast One-Quarter of Section 18, (all bearings used in this description are relative to the West line of said Northeast One-Quarter of Section 18, which was assumed to be N 0° 46' 48" E); thence S 0° 46' 48" W along said West line, 1315.50 feet to the Point of Beginning of the tract to be described, said point also being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 18; thence S 89° 45' 21" E along the North line of the said Southwest One-Quarter of the Northeast One-Quarter 331.20 feet to the Southwest corner of the East 1/4 of the Northwest One-Quarter of the Northeast One-Quarter of said Section 18; thence S 63° 49' 06" E, 194.45 feet, to a point on the Easterly line of the East Fork of Sand Creek; (the following two (2) courses are along said Easterly line of the East Fork of Sand Creek) 1.) thence S 26° 10' 54" W, 209.41 feet; 2.) thence along the arc of a curve to the right, which curve has a central angle of 11° 51' 41", a radius of 3880.64 feet, and an arc length of 803.37 feet (the chord of said curve bears S 32° 06' 45" W) to intersect the West line of the aforesaid Southwest One-Quarter of the Northeast One-Quarter of Section 18; thence N 0° 46' 48" E along said West line 954.47 feet to the Point of Beginning and containing 6.33 acres more or less.

EXHIBIT F  
To  
NOTICE AND RATIFICATION OF CONVEYANCE OF TITLE  
TO REAL AND PERSONAL PROPERTY  
of the  
CHEROKEE METROPOLITAN DISTRICT

***Ownership Perimeter Boundary Description  
After Consolidation of Separate Ownership Parcels***

El Paso County Assessor Parcel Numbers (As of April 25, 2013)

54180-00-050 (Book 3125, Page 273\*)

54180-00-051 (Book 2610, Page 304\*)

Together With 54180-00-061 (Book 5309, Page 530\*)

54180-00-074 (Book 3156, Page 91\*)

54180-00-076 (Reception No. 212137112\*)

54180-00-077 (Book 3156, Page 117\*)

\* - Recordation Location of Land Parcel Deeds in the  
Records of the El Paso County Clerk & Recorder

DATE OF PREPARATION: April 25, 2013

Revised: May 22, 2013

PREPARED BY: GMS, INC., CONSULTING ENGINEERS

That portion of the west half of the northeast quarter of Section 18, Township 14 South, Range 65 West of the 6th Principal Meridian, El Paso County, Colorado being more particularly described as follows:

Commencing at the north quarter corner of said Section 18; thence S00°46'48"W on the west line of said northeast quarter of Section 18 (the west line of the northeast quarter of said Section 18 bearing S00°46'48"W is the basis of bearing of the parcel herein described), a distance of 1315.50 feet to the northwest corner of that tract of land described in Book 5309 at Page 530 of the records of said County and the Point of Beginning of the parcel herein described;

Thence S89°45'21"E on the north line of said tract, a distance of 331.20 feet to the southwesterly corner of that tract of land described in Reception No. 212137112 of said records; thence northerly, northeasterly and easterly on the westerly and northerly lines of said tract for the following five (5) courses;

- 1) N00°46'59"E, a distance of 129.52 feet;
- 2) N26°10'54"E, a distance of 873.59 feet to a point of curvature;
- 3) Thence along an arc of a curve to the right having a central angle of 06°33'34", a radius of 3452.20 feet and an arc length of 395.22 feet to a point of tangency;

EXHIBIT F  
PAGE 2 OF 2

- 4) Thence N32°44'28"E on the forward tangent to said curve, a distance of 9.33 feet to a point on the southerly right-of-way line of U.S. Highway No. 24;
- 5) S89°55'03"E on said southerly right-of-way line, a distance of 296.95 feet to the northwest corner of that tract of land described in Book 3156 at Page 91 of said records;

Thence continue S89°55'03"E on said southerly right-of-way line, a distance of 127.67 feet to a point on the east line of the west half of the northeast quarter of said Section 18 and the northeast corner of that tract of land described in Book 3156 at Page 91 of said records;

Thence S00°47'32"W on said east line 2317.14 feet to a point on the north line of Tract C as described in Reception No. 206167022 of said records;

Thence westerly on said northerly line and westerly and southwesterly on the northerly and northwesterly line of Tract B as described in said Reception No. 206167022 for the following two (2) courses;

- 1) N88°51'08"W, a distance of 1259.94 feet;
- 2) S39°23'57"W, a distance of 103.54 feet to a point on the aforementioned west line of the northeast quarter of said Section 18;

Thence N00°46'48"E on said west line, a distance of 1108.57 feet, more or less, to the Point of Beginning.

The above described tract of land contains 53.380 acres more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing across the above described parcel of land.

G:\CHEROKEE\780615\72\EPC Submittals\Property Map EXHIBIT G 06-14-13 dwg, EXHIBIT C-1, 6/14/2013 3 18 35 PM, sc, \\GMSSV02\WorkCentre 7345 PS, 1 1



(A) S00°46'48"W 1315.50'	(E) DELTA = 06°33'34" RADIUS = 3452.20' LENGTH = 395.22'	(I) S00°47'32"W 2317.14'
(B) S89°45'21"E 331.20'	(F) N32°44'28"E 9.33'	(J) N88°51'08"W 1259.94'
(C) N00°46'59"E 129.52'	(G) S89°55'03"E 296.95'	(K) S39°23'57"W 103.54'
(D) N26°10'54"E 873.59'	(H) S89°55'03"E 127.67'	(L) N00°46'48"E 1108.57'



Commissioner Bremner moved adoption of the following Resolution:

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION NO. 98-454, Land Use-154

WHEREAS, Jeff Miller for Phases Truck and Automotive Repair, Inc., did file a petition with the El Paso County Planning Department for approval of a Use Subject to Special Review to allow truck and automotive repair within the PID (Planned Industrial) Zone District; and

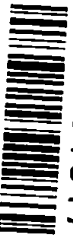
WHEREAS, a public hearing was held by the El Paso County Planning Commission on October 20, 1998, upon which date the Planning Commission did by formal resolution recommend approval of the subject Use Subject to Special Review petition with conditions and notations; and

WHEREAS, a public hearing was held by this Board on November 12, 1998; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice was provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and all interested parties were heard at those hearings.
3. The proposed Use Subject to Special Review conforms to Section 35.8, Standards Governing the Approval or Disapproval of a Petition for a Use Subject to Special Review, of the El Paso County Zoning Resolutions.
4. The proposed land use will be compatible with existing and permitted land uses in the area.
5. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.

J. Patrick Kelly El Paso County  
01/05/1999 11:10 099001517  
Doc \$0.00 Page  
Rec \$0.00 1 of 4



6. For the above-stated and other reasons, the proposed Use Subject to Special Review is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the request by Jeff Miller for Phases Truck and Automotive Repair, Inc., for a Use Subject to Special Review to allow truck and automotive repair within the PID (Planned Industrial) Zone District in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions and notations shall be placed upon this approval:

CONDITIONS:

1. Prior to authorization of a building permit, a Plot Plan shall be submitted to and approved by the Planning Department.
2. The applicant shall insure proper access to the existing well on the property.
3. The applicant shall provide a drainage plan to the Planning Department with the Plot Plan that reflects the site draining into the drainage channel to the west of the site.
4. Prior to the issuance of a building permit, the applicant shall submit an outdoor lighting plan that has been approved by the Director of Aviation with the Plot Plan.
5. No electromagnetic, light, or any physical emissions which might interfere with aircraft, aviation, communications or navigational aids be allowed.

NOTATIONS:

1. Special Use approval includes conditions of approval and the accompanying plot. No substantial expansion, enlargement, intensification or modification shall be allowed except upon reevaluation and public hearing as specified in the Land Development Code.
2. The Board of County Commissioners may consider revocation and/or suspension if zoning regulations and/or Special Use conditions/standards are being violated, preceded by notice and public hearing.

Resolution No. 98-454, Land Use-154  
Page 3

3. If the Special Use is discontinued or abandoned for two (2) years or longer, the Special Use shall be deemed abandoned and of no further force and effect.

The above notations are abbreviated; they have the same force and effect as the items found within their entirety in Section 35.8 C.1., C.3., D., E., and F. of the El Paso County Land Development Code.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 12th day of November, 1998, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO



*Beverly Wood*  
Deputy County Clerk

By *Chuck Brown*  
Chairperson

Commissioner Beedy seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 98-454, Land Use-154  
EXHIBIT A

Lot 5, Block 1, Palmer Park Business Center Subdivision Filing Number 3, EI  
Paso County, Colorado.

J. Patrick Kelly EI Paso County 099001517  
01/05/1999 11:10  
Doc \$0.00 Page  
Rec \$0.00 4 of 4



97091077

97AUG-6 PM 2:29

J. PATRICK KELLY  
EL PASO COUNTY CLERK & RECORDER, CO  
Recorder192  
1000  
100

## SPECIAL WARRANTY DEED

THIS DEED, Made this 1st day of August, 1997,  
between

ELKTON INVESTMENTS, LTD., A COLORADO GENERAL PARTNERSHIP STATE DOCUMENTARY

a corporation duly organized and existing under and by virtue of the laws of the State  
of COLORADO grantor, and

JEFFREY P. MILLER AND DEBRA J. MILLER, IN JOINT TENANCY

AUG 6 1997

16.00

FEE

whose legal address is 1880 WINNEBAGO ROAD  
COLORADO SPRINGS, CO 80915

of the SAID County of EL PASO State of Colorado, grantor

WITNESSETH, That the grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION DOLLARS the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the grantee, their heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the SAID County of EL PASO, State of Colorado, described as follows:

LOT 5 IN BLOCK 1 IN PALMER PARK BUSINESS CENTER SUBDIVISION FILING NO. 3  
EL PASO COUNTY, COLORADO

062  
\$16.00

also known by street and number as: 1670 PAONIA STREET, COLORADO SPRINGS, CO

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantees, their heirs, successors and assigns forever. The grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor.

Notary Public for the State of California  
Notary Public for the State of California

Attest: Elkton Investments, Ltd., A  
Colorado General Partnership  
By: Kelly Real Estate Limited Liability Company  
By: Eric Ryan, Manager  
Notary attached STATE OF CALIFORNIA  
BY: Buylar Investments, Inc., A  
California Corporation as General  
Partner  
By: Larry Colvin  
Larry Colvin

County of MARIN

The foregoing instrument was acknowledged before this 24th day of July, 1997, by LARRY COLVIN, President of Buylar Investments, Inc., a California Corporation as a General Partner of Elkton Investments, Ltd., A Colorado General Partnership.  
My commission expires 4-22-98  
Witness my hand and official seal.

\*If to Deed, insert "City and".



97091077-2

NOTARY ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 1st day of August, 1997 by Eric Ryan as Manager of Kelly Real Estate Limited Liability Company, as General Partner of Elkton Investments, Ltd., a Colorado General Partnership.

Witness my hand and official seal.  
My commission expires 8-11-98



*[Signature]*  
Notary Public

My Commission Expires 8/11/98

25x11

32x11