THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 10

A portion of the Southwest One-quarter (SW1/4) of Section 22 and the Northwest One-quarter (NW1/4) of Section 27
Township 15 South (T15S), Range 65 West (R65W) of the 6TH P.M.
County of El Paso, State of Colorado

KNOW ALL MEN BY THESE PRESENTS:

That Glen Investment Group No. VIII, LLC, being the owner of the described tract of land, to wit:

LAND DESCRIPTION, THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 10:

PARCEL "A"

A tract of land located in a Portion of the Southwest One-quarter (SW1/4) of Section 22 and the Northwest One-quarter (NW1/4) of Section 27, Township 15 South (T15S), Range 65 West (R65W) of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Beginning at the most Northwest corner of Lot 98, Glen at Widefield Subdivision No. 8 as recorded under Reception No. 218714205 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado. Said point being also a point on the Southerly Right-of-Way line of Peaceful Valley Road as platted in said Glen at Widefield Subdivision No. 8; Thence along said Southerly Right-of-Way line the following four (4) courses: 1.) along the arc of a non-tangential curve to the right, having a central angle of 12°07'10", a radius of 175.00 feet, an arc length of 37.02 feet, whose chord bears S33°17'00"E; 2.) Thence S27°13'25"E, a distance of 468.13 feet; 3.) Thence along the arc of a curve to the left having a central angle of 47°14'18", a radius of 225.00 feet, an arc length of 185.50 feet; 4.) Thence S74°27'43"E, a distance of 162.02 feet to a point on the Westerly Right-of-Way line of Marksheffel Road; Thence along said Westerly Right-of-Way line,
S15°11'44"W, a distance of 560.50 feet; Thence continuing along said Westerly Right-of-Way line on the arc of a curve to the right having a central angle of 01°53'00", a radius of 1965.40 feet, an arc length of 64.60 feet to a point on the Northerly line of the Glen at Widefield Subdivision Filing No. 7 as recorded under Reception No. 217713903 in the records of the Clerk and Recorder's Office of said County; Thence along the Northerly and Westerly boundary lines of said Glen at Widefield Filing No. 7, the following ten (10) courses: 1.) N67°54'25"W, a distance of 293.95 feet; 2.) Thence along the arc of a non-tangential curve to the left having a central angle of 00° 15'40", a radius of 3025.00 feet, an arc length of 13.78 feet, whose chord bears N21°57'45"E; 3.) Thence N68°10'05"W, a distance of 175.00 feet; 4.) Thence N20°47'09"E, a distance of 104.08 feet; 5.) Thence N70°15'38"W, a distance of 16.28 feet; 6.) Thence N22° 38'09"W, a distance of 239.19 feet; 7.) Thence N07°13'27"W, a distance of 46.12 feet; 8.) Thence N12°37'51"E, a distance of 115.00 feet; 9.) Thence N62°46'35"E, a distance of 250.28 feet; 10.) Thence N27°13'25"W, a distance of 307.62 feet to the angle point of said Glen at Widefield Subdivision Filing No. 8; Thence N12°37'51"E along the Easterly line of said Glen at Widefield Subdivision Filing No. 8, a distance of 153.08 feet to the Point of Beginning.

Said Parcel contains 8.856 acres (385,757 S.F.) more or less.

PARCEL "B"

A tract of land located in a Portion of the Southwest One-quarter (SW1/4) of Section 22, Township 15 South (T15S), Range 65 West (R65W) of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of Lot 97, Glen at Widefield Subdivision No. 8 as recorded under Reception No. 218714205 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado; Thence N01°44'08"E along the Easterly line of said Glen at Widefield Subdivision No. 8, a distance of 160.14 feet; Thence S88°15'51"E along the Southerly line of said Glen at Widefield Subdivision No. 8, s distance of 48.49 feet to a point on the Westerly line of a 110.00 foot Gas Line Easement as described under Reception No. 202092771 in the records of the Clerk and Recorder's Office of said County; Thence along the Westerly line of said 110.00 foot Gas Line Easement, the following four (4) courses:
1.) S27°15'04"E, a distance of 188.77 feet;
2.) Thence S32°55'46"E, a distance of 190.67 feet;
3.) Thence S24°24'25"E, a distance of 220.92 feet;
4.) Thence S06°05'38"E, a distance of 115.36 feet;

Thence S43°21'16"W, a distance of 34.29 feet; Thence along the arc of a curve to the right having a central angle of 106°52'38", a radius of 20.00 feet, an arc length of 37.31 feet to a point on the Northerly Right-of-Way line of Peaceful Valley Road as described in said Glen at Widefield Subdivision No. 8; Thence along said Northerly Right-of-Way line the following three (3) courses:
1.) on the arc of a curve to the right having a central angle of 02°32'41", a radius of 175.00 feet, an arc length of 7.77 feet;
2.) Thence N27°13'25"W, a distance of 468.13 feet;
3.) Thence along the arc of a curve to the left having a central angle of 28°35'08", a radius of 225.00 feet, an arc length of 112.25 feet to the Point of Beginning.

Said Parcel contains 1.615 acres (70,349 S.F.) more or less.

Said Parcels combined contain 10.471 acres (456,106 S.F.) more or less.

OWNERS CERTIFICATE:

The undersigned, being all the owners, mortgagees, beneficiaries of deeds of trust and holders of other interests in the land described herein, have laid out, subdivided, and platted said lands into lots, streets, and easements as shown hereon under the name and subdivision of THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 10. All public improvements so platted are hereby dedicated to public use and said owner does hereby covenant and agree that the public improvements will be constructed to El Paso County standards and that proper drainage and erosion control for same will be provided at said owner's expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. Upon acceptance by resolution, all public improvements so dedicated will become matters of maintenance by El Paso County, Colorado. The utility easements shown hereon are hereby dedicated for public utilities and communication systems and other purposes as shown hereon. The entities responsible for providing the services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance, and replacement of utility lines and related facilities.

Glen Investment Group No. VIII, LLC

_____
J. Mark Watson President Glen Investment Group No. VIII, LLC

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ A.D., by J. Mark Watson, President of Glen Investment Group No. VIII, LLC

Witness my Hand and Seal: _____
Notary Public
My Commission Expires:_____

Address: _____

DEDICATION:

The above party in interest has caused said tract to be platted into Lots, Blocks, Streets, Easements and Tracts as shown on the plat, which is drawn to a fixed scale as indicated thereon, and accurately sets forth the boundaries and dimensions of said Lots, Blocks, Streets, Easements, and Tracts which shall be known as "THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 10" El Paso County, Colorado. All streets as platted are hereby dedicated to public use and said owner does hereby personally covenant and agree that all platted streets will be graded, paved and that proper drainage for same will be provided at his own expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado, and upon acceptance by resolution, all streets so dedicated will become matters of maintenance by EL Paso County, Colorado.

BASIS OF BEARINGS STATEMENT:

The bearings of this plat are based upon a portion of the Easterly boundary of the Glen at Widefield Subdivision Filing No. 5B as recorded under Reception No. 206712326 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado; Said line being also a portion of the Easterly Right-of-Way line of Autumn Glen Avenue as described in said subdivision, being monumented at the Point of Tangency of said boundary by a found cap and rebar marked "PLSC 25968" and at the Point of Curvature of said boundary by a found rebar and cap marked "PLSC 25968". Said line bears N29°46'44"W, a distance of 1154.12 feet.

EASEMENTS:

Unless shown greater in width, both sides of all side lot lines will be platted with five (5') foot easements for drainage purposes and public utilities only, and both sides of all rear lot lines will be platted with a ten (10') foot easement for drainage purposes and public utilities only, and all lot lines adjoining a street which has a fifty (50') foot right-of-way width will be platted with a fifteen (15') foot easement, being a five (5') foot easement adjacent to that fifty (50') foot right-of-way for public improvements and mail kiosk on lots 8 and 9 and a ten (10') foot easement adjacent to the five (5') foot easement for utility purposes, with sole responsibility for maintenance being vested with the adjoining property owners.

NOTES:

1. These tracts of land are subject to the following per the Commitment for Title Insurance, prepared by Unified Title Company, LLC. Order No. 69045UTC, effective date October 23, 2019 at 7:30 A.M.

   9. Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of the streams, ditches and/or ponds within the herein described parcel.

   10. Any rights of the Spring Lake Reservoir as shown on Map recorded under Reception No. 499772, File No. 836.

   11. Terms, agreements, provisions, conditions and obligations as contained in Agreement between W. T. Gore and The League Land Company recorded December 9, 1922 in Book 606 at Page 542 at Reception No. 331050.

   12. Right of Way recorded December 1, 1927 in Book 798 at Page 202, subject to the Special Warranty Deed recorded July 19, 1928 in Book 814 at Page 324, subject to the Agreement and Partial Release recorded November 15, 1982 in Book 3634 at Page 80, as modified by and subject to the Colorado Interstate Gas Company Right of Way and Easement Agreement to Pipeline Corridor recorded June 7, 2002 as Reception No. 202092771, and as modified by the Partial Release of Right of Way Agreement recorded February 21, 2008 as Reception No. 208020313.

   13. Right of Way recorded October 15, 1927 in Book 798 at Page 147, subject to the Special Warranty Deed recorded July 19, 1928 in Book 814 at Page 324, subject to the Partial Release recorded May 25, 964 in Book 2014 at Page 794 and Agreement and Partial Release recorded November 15, 1982 in Book 3634 at Page 80, as modified by and subject to the Colorado Interstate Gas Company Right of Way and Easement Agreement to Pipeline Corridor recorded June 7, 2002 as Reception No. 202092771, and as modified by the Partial Release of Right of Way Agreement recorded February 21, 2008 as Reception No. 208020313.

   14. Terms, agreements, provisions, conditions and obligations as contained in Agreement between Widefield Water and Sanitation District and JHW Investment Company recorded May 6, 1997 as Reception No. 97051183.

   15. The effects of Order and Decree Organizing the Glen Metropolitan District No. 3 and issuance of Certificate of Election recorded June 24, 2004 at Reception No. 204105072.

   16. The effects of Order and Decree Organizing the Glen Metropolitan District No. 2 and Issuance of Certificates of Election recorded June 24, 2004 at Reception No. 204105070.

   17. Terms, agreements, provisions, conditions and obligations as contained in Pre-Annexation Agreement recorded September 3, 2004 as Reception No. 204150530.

   18. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-448 recorded November 16, 2004 as Reception No. 204188867.

   19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-482 recorded February 4, 2005 as Reception No. 205017888.

   20. Notes, easements and restrictions as shown on the plat of said subdivision recorded March 7, 2005 at Reception No. 205032403.

   21. Terms, agreements, provisions, conditions and obligations as contained in Development Agreement recorded November 23, 2005 at Reception No. 205187505 and rerecorded May 26, 2006 at Reception No. 206077406.

   22. Inclusion within the Security Fire Protection District as evidenced by Order recorded December 9, 2005 as Reception No. 205196147

   23. The effects of the Order of Exclusion in regards to the Mesa Ridge Metropolitan District No. 2 recorded October 24, 2007 as Reception No. 207138536. Resolution in regards thereto recorded August 31, 2007 as Reception No. 207114359.

   24. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded March 28, 2013 at Reception No. 213040266, recorded November 20, 2014 as Reception No. 214107071, and recorded March 4, 2015 as Reception No. 215020223. Subject to Section 1.15 of the Declaration of Covenants, Conditions, Restrictions and Easements for Glen Fillings Nos. 6A, 6B & 6C recorded March 28, 2013 at Reception No. 213040268 and any and all amendments and/or supplements thereto.

   25. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 15-250, recorded June 18, 2015 at Reception No. 215063410.

   26. Terms, agreements, provisions, conditions, obligations and easements as contained in Memorandum of Agreement, recorded June 18, 2015 at Reception No. 215063411.

   27. Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Construction Easement Agreement recorded August 13, 2015 at Reception No. 215087837.

   28. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way, recorded December 07, 2015 at Reception No. 215131214.

   29. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 16-141 recorded May 3, 2016 at Reception No. 216047340.

   30. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 16-227 recorded June 29, 2016 at Reception No. 216070954.

   31. 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 August 1, 2016 at Reception No. 216085646 and any and all amendments and/or supplements thereto. First Amendment thereto recorded March 15, 2019 at Reception No. 219026578. Second Amendment thereto recorded June 12, 2019 at Reception No. 219064437.

   32. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded January 30, 2017 at Reception No. 217011405.

   33. Temporary Access easement for ingress a recorded January 30, 2017 at Reception No. 217011406.

2. Water and sewer service is provided by Widefield Water and Sanitation District subject to the District's rules, regulations, and specifications.
3. The El Paso County Planning and Community Development must be contacted prior to the establishment of any driveway.
4. All structural foundations shall be located and designed by a Professional Engineer, currently registered in the State of Colorado.
5. The following reports have been submitted and are on file at the County Planning and Community Development: Soils and Geological, Water and Wastewater Resources, Drainage Report, Natural Features Inventory Report, Erosion Control Report, Wetland Impact Report, Traffic Impact Study.
6. All property within this subdivision is subject to an Avigation Easement as recorded under Reception No. _____ of the records of the El Paso County Clerk and Recorder. No man-made or non-man-made obstructions shall be allowed to penetrate the 40:1 approach surface of the Colorado Springs Municipal Airport.
7. All exterior lighting plans shall be approved by the Director of Aviation to prevent a hazard to aircraft.
8. No electromagnetic, light, or any other physical emissions which might interfere with aircraft, avigation, communications or navigational aids shall be allowed.
9. The Airport Advisory Commission suggests that residences constructed in this area should include F.A.A. approved sound mitigation construction techniques to obtain at least a 25db reduction in interior noise.

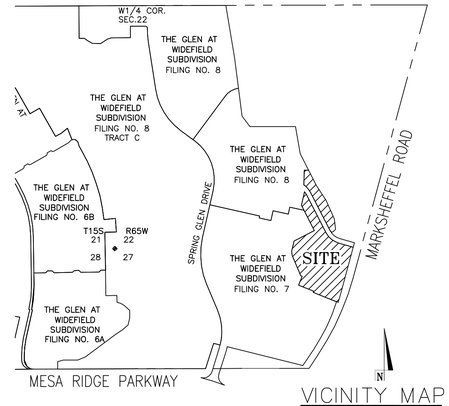
   NOTICE: This property may be adversely impacted by noise caused by aircraft operating into and out of the Colorado Springs Municipal Airport. The buyer should familiarize himself/herself with this potentiality and the ramifications thereof.

10. All property owners are responsible for maintaining proper storm water drainage in and through their property. Public drainage easements as specifically noted on the plat shall be maintained by the individual lot owners unless otherwise indicated. Structures, fences, materials or landscaping that could impede the flow of runoff shall not be placed in drainage easements.
11. No lot or interest therein, shall be sold, conveyed, or transferred whether by deed or by contract, nor shall building permits be issued, until and unless either the required public and common development improvements have been constructed and completed and preliminary accepted in accordance with the Subdivision Improvements Agreement between the appleicant/owner and El Paso County as recorded under Reception Number _____ in the Office of the Clerk and Recorder of El Paso County, Colorado or, in the alternative, other collateral is provided to make provision for the completion of said improvements in accordance with the El Paso County Land Development Code and Engineering Criteria Manual. Any such alternative collateral must be approved by the Board of County Commissioners or, if permitted by the Subdivision Improvements Agreement, by the Planning and Community Development Director and meet the policy and procedure requirements of El Paso County prior to the release by the County of any lots for sale, conveyance or transfer. This plat restriction may be removed or rescinded by the Board of County Commissioners or, if permitted by the Subdivision Improvements Agreement, by the Planning and Community Development Director upon either approval of an alternative form of collateral or completion and preliminary acceptance by the El Paso Board of County Commissioners of all improvements required to be constructed and completed in accordance with said Subdivision Improvements Agreement. The partial release of lots for sale, conveyance or transfer may only be granted in accordance with any planned partial release of lots authorized by the Subdivision Improvements Agreement.
12. All corner lots will be platted with a Sight Visibility and Public Improvements Easement as shown in the "Typical Public Improvement Easement" detail. No obstructions greater than thirty (30") inches in height above flow line elevation of the adjacent roadway are allowed within this area. The sole responsibility for maintenance and ownership being vested with individual property owners.
13. The addresses (0000) exhibited on this plat are for informational purposes only. They are not the legal descriptions and are subject to change.
14. The Glen at Widefield Filing No. 10 is subject to the provisions of the Park Lands Agreement as recorded at Reception No._____ in the records of El Paso County, Colorado, recorded on the _____ day of _____, 20___.
15. This property may be adversely impacted by possible radio towers installation on an adjacent parcel. The buyer should familiarize himself/herself with this potentiality and ramification thereof.
16. This property is subject to the Protective Covenants, recorded at Reception No. _____, in the records of the El Paso County Clerk and Recorder.

NOTES CONTINUED:

17. This survey does not constitute a title search by Pinnacle Land Surveying Company to determine ownership of easements of record. For all information regarding easement, rights-of-way and title of record, Pinnacle Land Surveying Company relied upon a Commitment for Title Insurance, prepared by Unified Title Company, LLC. Order No. 69045UTC, effective date October 23, 2019 at 7:30 A.M.
18. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Department of Wildlife, Colorado Department of Transportation, U.S. Army the Corps of Engineers, the U.S. Fish & Wildlife Service and/or Colorado Department of Wildlife regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species.
19. Mailboxes shall be installed in accordance with all El Paso County and United States Postal Service regulations.
20. The Subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assignees that Subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program Resolution (Resolution No. 18-471), or any amendments thereto, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documented on all sales documents and on plat notes to ensure that a title search would find the fee obligation before sale of the property.
21. The property in The Glen at Widefield Subdivision Filing No. 10 is located in Flood Zone X, determined to be outside the 500-year floodplain per FEMA Flood Insurance Rate Maps 08041C956 G and 08041C957 G, Effective dates December 07, 2018.
22. Pursuant to Resolution No._____, approved by the Board of Directors, El Paso County Public Improvement District _ and recorded in the records of the El Paso County Clerk and Recorder at Reception Number _____, the parcels within the platted boundaries of Glen at Widefield Subdivision Filing No. 10 are included within the boundaries of the El Paso County Public Improvement District #2 and as such is subject to applicable road impact fees and mill levy.
23. This plat has opted to be included in the 10-mil PID #2 for the road impact fee program. The fee is based on the established rate at the time of building permit application.
24. Tract "A" is to be used for open space, public and private utilities, drainage, trails, and signage. The tract will be owned and maintained by The Glen Metropolitan District.
25. All distances shown hereon are in US Feet.
26. There are 40 lots and 1 tract within this subdivision.

GLEN 10 ACREAGE TABLE		
TRACTS		**OWNERSHIP & MAINTENANCE**
TRACT A	2.125 AC	THE GLEN METROPOLITAN DISTRICT
TOTAL ACREAGE	2.125 AC	
RIGHT-OF-WAY (R.O.W.)		
TOTAL ACREAGE	1.093 AC	
LOTS (40 TOTAL)		
TOTAL ACREAGE	7.253 AC	
TOTAL GLEN 10		
TOTAL ACREAGE	10.471 AC	



VICINITY MAP
N.T.S.

APPROVALS:

The accompanying plat was approved by the EL Paso County Planning and Community Development this _____ day of _____, 20__ A.D.

_____
Director, Craig Dossey, Planning and Community Development

BOARD OF COUNTY COMMISSIONERS CERTIFICATE:

This plat for THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 10 was approved for filing by the El Paso County, Colorado Board of County Commissioners on the _____ day of _____, 20___, subject to any notes specified hereon and any conditions included in the resolution of approval. The dedications of land to the public streets, and easements are accepted, but public improvements thereon will not become the maintenance responsibility of El Paso County until preliminary acceptance of the public improvements in accordance with the requirements of the Land Development Code and Engineering Criteria Manual, and the Subdivision Improvements Agreement.

_____ _____
Chair, Board of County Commissioners Date

ASSESSOR:

_____
Steve Schleiker, El Paso County Assessor

RECORDING:

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

I hereby certify that this instrument was filed for record in my office at _____ o'clock ___.M., this _____ day of _____, 20___ A.D., and is duly recorded at Reception No. _____ of the records of El Paso County, Colorado.

SURCHARGE: _____ CHUCK BROERMAN, Recorder

FEE: _____ By: _____
Deputy

SCHOOL FEE - DISTRICT# _____: _____

PARK FEES:
REGIONAL: _____
NEIGHBORHOOD: _____

DRAINAGE BASIN:_____
DRAINAGE AND SURETY FEES: _____
BRIDGE FEE: _____

SURVEYOR'S CERTIFICATION:

The undersigned Registered Land Surveyor in the State of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge and belief.

PINNACLE LAND SURVEYING CO., INC.

_____
John W. Towner, Registered Professional Land Surveyor No. 25968

SF-19-021

PINNACLE LAND SURVEYING COMPANY, INC.
121 COUNTY ROAD 5, DIVIDE, CO 687-7360

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

THE GLEN AT WIDEFIELD SUBDIVISION FILING NO.10

DRAWN BY:MWW CHECKED BY: JWT DATE: 02/16/21
JOB NO.: 19001600 DWG: 19001600-FP.DWG SHEET 1 OF 2