

RECORDING FEES WORKSHEET

Project Name: _____

RECEIPT #	TYPE	No. Pages	FEES (2017)	TOTALS
K01	BRIDGE, DRAINAGE, PARKS, SCHOOL FEES			
K02	Bridge Fees - Basin = Black Squirrel		\$ 13,751.40	
K03	Parks - Community Area =			
K04	Drainage - Basin = Black Squirrel		\$ 85,214.60	
K05	Parks - Neighborhood Area =			
K06	Parks - Regional Area = 2		\$34,400.00	
K07	School - District = 20 & 38		\$24,494	
			TOTAL	\$ 157,860.00
K08	STANDARD FEES			
K09	Affidavit (1st page)	14	\$ 13.00	\$ 182.00
K10	Affidavit (# additional pages)	79	\$ 5.00	\$ 395.00
K11	Articles of Incorporation (1st page)		\$ 13.00	\$ -
K12	Articles of Incorporation (# additional pages)		\$ 5.00	\$ -
K13	Bylaws (1st page)		\$ 13.00	\$ -
K14	Bylaws (# additional pages)		\$ 5.00	\$ -
K15	Certificate (1st page)		\$ 13.00	\$ -
K16	Certificate (# additional pages)		\$ 5.00	\$ -
K17	Certified Copies (per document)		\$ 1.00	\$ -
K18	Covenants (1st page)	1	\$ 13.00	\$ 13.00
K19	Covenants (# additional pages)	93	\$ 5.00	\$ 465.00
K20	Detention Pond Maintenance Agreement (1st page)		\$ -	\$ -
K21	Detention Pond Maint. Agree. (# additional pages)		\$ -	\$ -
K22	Development Agreements all pages		\$ -	\$ -
K22	Estimate of Guaranteed Funds (1st page) EGF		\$ -	\$ -
K23	EGF (# additional pages)		\$ -	\$ -
K24	Emergency Easements (1st page)		\$ 13.00	\$ -
K25	Emergency Easements (# additional pages)		\$ 5.00	\$ -
K26	Miscellaneous Documents (1st page)		\$ 13.00	\$ -
K27	Miscellaneous Documents (# additional pages)		\$ 5.00	\$ -
K28	Mylars (Total # of Pages)	10	\$ 13.00	\$ 130.00
K29	Mylar/Plat Copies (per page)		\$ 3.00	\$ -
K30	Mylars/Plat Copies (# each additional page)		\$ 10.00	\$ -
K31	Park Fees/Regional per Dwelling Unit		\$ 353.00	\$ -
K32	PUD Guide (1st page)		\$ 13.00	\$ -
K33	PUD Guide (# additional pages)		\$ 5.00	\$ -
K34	PUD Development Plan (1st page)		\$ 13.00	\$ -
K35	PUD Copies per page		\$ 3.00	\$ -
K36	PUD Development Plan (# additional pages)		\$ 5.00	\$ -
K37	Ratification Statement (1st page)		\$ 13.00	\$ -
K38	Ratification Statement (# additional pages)		\$ 5.00	\$ -
K39	Reciprocal Access & Maint. Agreement (1st page)		\$ 13.00	\$ -
K40	Reciprocal Access & Maint. Agree. (# additional pages)		\$ 5.00	\$ -
K41	Subdivision Improvement Agreement (1st page) SIA		\$ -	\$ -
K42	SIA (# additional pages)		\$ -	\$ -
K43	Warranty Deed (1st page)		\$ 13.00	\$ -
K44	Warranty Deed (# additional pages)		\$ 5.00	\$ -
K45	Landscape Completion Agreement (1st page)		\$ -	\$ -
K46	Landscape Completion Agreement (# additional pages)		\$ -	\$ -
K47	Development Agreements (1st page)		\$ -	\$ -
K48	Development Agreements (# additional pages)		\$ -	\$ -
ENTER	NUMBER OF DOCUMENTS RECORDED		\$1.00	\$ -
			TOTAL RECORDING FEE	\$ 1,185.00

K**	** RECORDING **		
K**:	K01*	* Other Fees *	
K**:	K02	Bridge Fees, Basin =	0.00
K**:	K03	Community, Area =	0.00
K**:	K04	Drainage Fees, Basin=	0.00
K**:	K05	Neighborhood, Area =	0.00
K**:	K06	Regional, Area =	0.00
K**:	K07	School Fees, School District=	0.00
K**:	K08*	* Standard Fees *	0.00
K**:	K09	Affidavit (1st page)	10.00
K**:	K10	Affidavit (each additional)	5.00
K**:	K11	Articles of Incorporation (1st page)	10.00
K**:	K12	Articles of Incorporation (each additional)	5.00
K**:	K13	Bylaws (1st page)	10.00
K**:	K14	Bylaws (each additional)	5.00
K**:	K15	Certificate (1st page)	10.00
K**:	K16	Certificate (each additional)	5.00
K**:	K17	Certified copies (per document)	1.00
K**:	K18	Covenants (1st page)	10.00
K**:	K19	Covenants (each additional)	5.00
K**:	K20	Detention Pond Maintenance Agreement (1st page)	0.00
K**:	K21	Detention Pond Maintenance Agreement (each additional)	0.00
K**:	K22	EGF Estimate of Guaranteed Funds (1st Page)	0.00
K**:	K23	EGF Estimate of Guaranteed Funds (each additional)	0.00
K**:	K24	Emergency Easements (1st page)	10.00
K**:	K25	Emergency Easements (each additional)	5.00
K**:	K26	Miscellaneous Documents (1st page)	10.00
K**:	K27	Miscellaneous Documents (each additional)	5.00
K**:	K28	Mylar Pages (each page)	10.00
K**:	K29	Mylar/Plat Copies (per page)	3.00
K**:	K30	Park Fees/Regional per Dwelling Unit	353.00
K**:	K31	PUD Development Guide (1st page)	10.00
K**:	K32	PUD Development Guide (each additional)	5.00
K**:	K33	PUD Development Plan (1st page)	10.00
K**:	K34	PUD Development Plan (each additional)	10.00
K**:	K35	Ratification Statement (1st page)	10.00
K**:	K36	Ratification Statement Pages (each additional)	5.00
K**:	K37	Reciprocal Access & Maintenance Agreement (1st page)	10.00
K**:	K38	Reciprocal Access & Maintenance Agreement (each additional)	5.00
K**:	K39	SIA Subdivision Improvement Agreement (1st page)	0.00
K**:	K40	SIA Subdivision Improvement Agreement (each additional page)	0.00
K**:	K41	Warranty Deed (1st page)	10.00
K**:	K42	Warranty Deed (each additional)	5.00
K**:	K43	Landscape Completion Agreement (1st page)	0.00
K**:	K44	Landscape Completion Agreement (each additional)	0.00
K**:	K45	Development Agreements (1st page)	0.00
K**:	K46	Development Agreements (each additional)	0.00



EL PASO COUNTY

Receipt for Fees Paid

Planning and Community Development Department

2880 International Circle, Suite 110, Colorado Springs, Colorado 80910
Office (719) 520-6300

Date 11/2/18

Customer: PRI #2, LLC DEVELOPMENT
6385 CORPORATE DR STE 200
COLORADO SPRINGS, CO 8019

Receipt No. 521798

Processed by PR

Check No. 3411

Payment Method

Item	Description	Prefix	Type	Rate	Qty	Amount
K09	Affidavit (1st page) to include Clerk and Recorder Surcharge			13.00	14	182.00
K10	Affidavit (each additional)			5.00	79	395.00
K18	Covenants (1st page)			13.00	1	13.00
K19	Covenants (each additional)			5.00	93	465.00
K28	Mylar Pages (each page)			13.00	10	130.00
2	PROJECT NAME: FLYING HORSE NORTH					0.00
1	CUSTOMER NAME: PRI #2, LLC DEVELOPMENT					0.00

Total \$1,185.00

EL PASO COUNTY



Receipt for Fees Paid

Planning and Community Development Department
 2880 International Circle, Suite 110, Colorado Springs, Colorado 80910
 Office (719) 520-6300

Date 11/2/18

Customer: PRI #2, LLC DEVELOPMENT
 6385 CORPORATE DR STE 200
 COLORADO SPRINGS, CO 80919

Receipt No. 521799
 Processed by PR

Check No. 3410
 Payment Method EDARP

Item	Description	Prefix	Type	Rate	Qty	Amount
K02	Bridge Fees, Basin = BLACK SQUIRREL			13,751.40	1	13,751.40
K04	Drainage Fees, Basin= BLACK SQUIRREL			85,214.60	1	85,214.60
K06	Regional, Area = 2			34,400.00	1	34,400.00
K07	School Fees, School District= 20 & 38			24,494.00	1	24,494.00
2	PROJECT NAME: FLYING HORSE NORTH					0.00
1	CUSTOMER NAME: PRI #2, LLC DEVELOPMENT					0.00

Total \$157860.00

FLYING HORSE NORTH

DOCUMENTS THAT NEED RECORDED REGARDING WATER

WATER DECREES

- ① 94CW023(B) (Wismer Decree) ✓
- ② 04CW098 (State Board of Land Commissioners ("SBLC") Decree) ✓
- ③ 16CW3190 (Augmentation Decree) ✓
- ④ 99CW218 (Lazy H Ranch Decrees) ✓
- ⑤ 00CW079 " " ✓

HOA 79+15
OS 7

These 2 need recorded in EPC (24)

SB-8

ASSIGNMENTS RE SBLC LEASE

- ① Assignment of State Water Lease 2/2/16 Shamrock Preserve LLC as successor to Wismer Trust to PRI #2, LLC (Assigns SBLC Lease to Developer) (2) ✓
- ② Lease Assignment/Assignment of Lease No. OT-109328 App No. 3421, 6/14/17 Wismer Trust to PRI #2, LLC with approval of SBLC (3) ✓

OTHER ASSIGNMENTS

- ③ Assignment of Adjudication of Ground Water in Section 36 2/2/16 Shamrock Preserve, LLC as successor to Wismer Trust to PRE #2, LLC (assigns 04CW098 Decree) (3) ✓

WATER DEEDS AND ASSIGNMENTS

I reviewed all of these documents in draft form and approved those forms. I have not seen final, completed, signed documents. Each of these will have to be completed—lines filled in—and signed.

To HOA:

- ④ Bargain and Sale Deed (Water Deed) PRI#2, LLC to Flying Horse North Homeowners Association, Inc. (subsequent references will simply be to "HOA"); for 201 AF/YR Dawson, 204 AF/YR LFH per 94CW023(B) ✓ (2)
- ⑤ Bargain and Sale Deed (Water Deed) Flying Horse Ranch, LLC to HOA; for 20,800 AF LFH per 99CW218 ✓ (4)
- ⑥ Assignment of Right to Reversion Interest of Title to Certain Dawson and Laramie-Fox Hills Aquifer Groundwater PRI #2, LLC to HOA; for Dawson and LFH under SBLC Lease (3) ✓ Needs SBLC lease attached
- ⑦ Assignment Agreement of Interest, Rights and Obligations, Including Plan for Augmentation (Case No. 16CW3190 Water Div. 1) PRI #2, LLC to HOA; assigns Augmentation Decree 16CW3190 ✓ Recording info needs completed (3)

⑩ Water Agreement Flying Horse North Homeowners Association, Inc., PRI #2, LLC and HOA; regarding compliance with SBLC Lease and right to use SBLC Lease water ✓ (5) *SBLC lease needs attached*
Notice addresses p. 3 still need completed
Recording info needs completed

To Country Club:

⑨ Bargain and Sale Deed (Water Deed) Flying Horse Ranch, LLC to Flying Horse Country Club, Inc. (subsequent references will simply be to "Country Club"); for water from Lazy H Ranch Decrees: ✓
16,770 AF LFH 99CW218 (5) --
4,950 AF LFH 00CW079
8,980 AF Arapahoe 99CW218

⑩ Assignment of Right to Reversion Interest of Title to Certain Arapahoe and Denver Aquifer Groundwater, PRI #2, LLC to Country Club; for: (3) *SBLC Lease needs attached*
All Arapahoe water
360 AF/YR Denver

⑪ Water Agreement Flying Horse Country Club, PRI #2, LLC and Country Club; for 239 AF/YR Arapahoe ✓ (5) *SBLC lease needs attached*
Notice addresses p. 3 still need completed
p. 5 Notary block needs completed

OTHER DOCUMENTS

⑫ Post Depletion Pumping Easement Agreement, Flying Horse Ranch, LLC, HOA, and Country Club; for access to Lazy H Ranch to drill well and make post-pumping depletion deposits to the stream system ✓

⑬ *Flax Casem*

Escrow Agreement/Groundwater Production Lease, BoCC, PRI #2, LLC, HOA, and Country Club—this has ✓ been signed but awaiting completion of Effective Date, because once that date is set, Developer has 5 days to deposit \$200,000 with the title company

Covenants (I need to review these) ✓

Articles of Incorporation for HOA ✓

Bylaws for HOA ✓

⑭ *Temp Turn*

Items to Record with Final Plat

- ① -landscaping within the ROW agreement ✓ Needs Exhibit A
- ② -detention maintenance agreement OK
- ③ -jurisdictional pond agreement (Lori has combined with general agreement) duplicate of #2 - not needed so I didn't sign
- ④ -escrow agreement (water) → New one Already completed. Use our original This is new.
- ⑤ -SIA
- ⑥ -open space restriction Use Restriction Covenant
- ⑦ HOA documents (79 + 15)

lots

- ✓ Development Agreement and Ea.
- ✓ Flag Lot Easement and Maintenance

Wed
 Closing 2pm

⑩ Quitclaim Deed :- not previous
 - needs to be if an easer

- epc (grantee) address wrong
- consult with Lori Scago to prepare correct document

new or next

→ Lori will prep new for them

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 61000-00-075

2017 TAXES PAYABLE 2018

Owner Per Tax Record: PRI #2 LLC

Property Type: Real
Property Location: 36-11-66
Property Description: ALL SEC 36-11-66

Alerts:

<u>Assessed Value</u>	
Land \$	9360
Imp. \$	0
Other \$	0
TOTAL \$	9360

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
JCD		
EL PASO COUNTY	0.007635	71.46
EPC ROAD & BRIDGE (UNSHARED)	0.000330	3.09
ACADEMY SCHOOL NO 20 - GEN	0.044468	416.22
ACADEMY SCHOOL NO 20 - BOND	0.015748	147.40
* PIKES PEAK LIBRARY	0.003812	35.68
BLACK FOREST FIRE PROTECTION	0.010114	94.67
*TEMPORARY TAX RATE REDUCTION/TAX CREDIT		
TOTAL	0.082107	768.52

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 0.00

Amount due valid through OCTOBER 31st, 2018: \$ 0.00

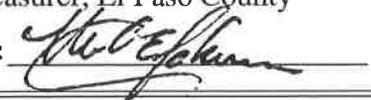
IN WITNESS WHEREOF, I hereonto set my hand and seal this 19th day of OCTOBER A.D. 2018

Issued to: CLASSIC CONSULTING

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

CFC - 20181019 4318369

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 51000-00-463

2017 TAXES PAYABLE 2018

Owner Per Tax Record: PRI #2 LLC

Property Type: Real
 Property Location: BLACK FOREST RD
 Property Description: E2, SE4SW4, E 12 AC OF NE4SW4 SEC
 30-11-65, EX THAT POR CONV BY REC
 #210081316

Alerts:

<u>Assessed Value</u>	
Land \$	5420
Imp. \$	0
Other \$	0
TOTAL \$	5420

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	41.38
EPC ROAD & BRIDGE (UNSHARED)	0.000330	1.79
LEWIS-PALMER SCHOOL NO 38 - GEN	0.031236	169.30
LEWIS-PALMER SCHOOL NO 38 - BOND	0.013415	72.71
* PIKES PEAK LIBRARY	0.003812	20.66
BLACK FOREST FIRE PROTECTION	0.010114	54.82
*TEMPORARY TAX RATE REDUCTION/TAX CREDIT		
TOTAL	0.066542	360.66

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 0.00

Amount due valid through OCTOBER 31st, 2018: \$ 0.00

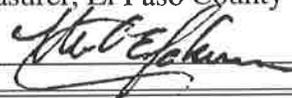
IN WITNESS WHEREOF, I hereonto set my hand and seal this 19th day of OCTOBER A.D. 2018

Issued to: CLASSIC CONSULTING

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

CFC - 20181019 4320959

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 51000-00-334

2017 TAXES PAYABLE 2018

Owner Per Tax Record: PRI #2 LLC

Property Type: Real
 Property Location: 15455 HOLMES RD
 Property Description: NW4, NW4NE4, S2NE4, NW4SW4 SEC 31-11-65

Alerts:

<u>Assessed Value</u>	
Land \$	4800
Imp. \$	0
Other \$	0
TOTAL \$	4800

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	36.65
EPC ROAD & BRIDGE (UNSHARED)	0.000330	1.58
ACADEMY SCHOOL NO 20 - GEN	0.044468	213.45
ACADEMY SCHOOL NO 20 - BOND	0.015748	75.59
* PIKES PEAK LIBRARY	0.003812	18.30
BLACK FOREST FIRE PROTECTION	0.010114	48.55
*TEMPORARY TAX RATE REDUCTION/TAX CREDIT		
TOTAL	0.082107	394.12

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 0.00

Amount due valid through OCTOBER 31st, 2018: \$ 0.00

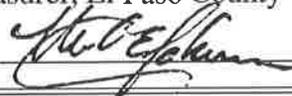
IN WITNESS WHEREOF, I hereunto set my hand and seal this 19th day of OCTOBER A.D. 2018

Issued to: CLASSIC CONSULTING

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

CFC - 20181019 4323145

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 61000-00-527

2017 TAXES PAYABLE 2018

Owner Per Tax Record: PRI # 2 LLC

C/O ELITE PROPERTIES OF AMERICA

Property Type: Real

Property Location: 34-11-66

Property Description: TR IN SECS 34 & 35-11-66 DESC AS FOLS:
BEG AT NE COR SD SEC 35, TH S 00<14'34" E
523.85 FT, TH ALG ARC OF CUR TO THE L
>> SEE REVERSE FOR SUPP. INFORMATION <<

Alerts:

Assessed Value

Land	\$	640
Imp.	\$	0
Other	\$	0
TOTAL	\$	640

Tax District: JCX

	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	4.89
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.21
ACADEMY SCHOOL NO 20 - GEN	0.044468	28.46
ACADEMY SCHOOL NO 20 - BOND	0.015748	10.08
* PIKES PEAK LIBRARY	0.003812	2.44
BLACK FOREST FIRE PROTECTION	0.010114	6.47

*TEMPORARY TAX RATE REDUCTION/TAX CREDIT

TOTAL 0.082107 52.55

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes:

0.00

Amount due valid through OCTOBER 31st, 2018: \$ 0.00

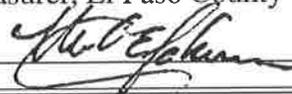
IN WITNESS WHEREOF, I hereonto set my hand and seal this 19th day of OCTOBER A.D. 2018

Issued to: CLASSIC CONSULTING

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

CFC - 20181019 4325391

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 61000-00-526

2017 TAXES PAYABLE 2018

Owner Per Tax Record: PRI # 2 LLC
C/O ELITE PROPERTIES OF AMERICA
Property Type: Real
Property Location: SEC 34-11-66
Property Description: TR IN NE4 SEC 34-11-66 DESC AS FOLS: BEG
AT NE4 SD SEC 34, TH N 89<57'36" W 635.0
FT M/L FOR POB, TH RUN SLY 6,550 FT M/L,
>> SEE REVERSE FOR SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	400
Imp.	\$	0
Other	\$	0
TOTAL	\$	400

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	3.05
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.13
ACADEMY SCHOOL NO 20 - GEN	0.044468	17.79
ACADEMY SCHOOL NO 20 - BOND	0.015748	6.30
* PIKES PEAK LIBRARY	0.003812	1.52
DONALD WESCOTT FIRE PROTECTION	0.007000	2.80
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	0.014900	5.96
*TEMPORARY TAX RATE REDUCTION/TAX CREDIT		
TOTAL	0.093893	37.55

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 0.00

Amount due valid through OCTOBER 31st, 2018: \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 19th day of OCTOBER A.D. 2018

Issued to: CLASSIC CONSULTING

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 CFC - 20181019 4327133

By: 

Flying Horse North Homeowners Association, Inc.
a Colorado Non-Profit Corporation

WATER CERTIFICATE

Lot No. _____

THIS IS TO CERTIFY that _____, as owner of Lot No. _____, Flying Horse North, El Paso County, Colorado, is a member of the Flying Horse North Homeowners Association, Inc., a non-profit corporation incorporated under the laws of the State of Colorado, and is entitled to the full benefits and privileges of such membership, subject to the duties and obligations, as more fully set forth in the corporation's Bylaws, Rules and Regulation, and Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse North.

Ownership of Lot No. _____ Flying Horse North, El Paso County, Colorado, includes membership in the Flying Horse North Homeowners Association, Inc. This Certificate represents a proportionate interest in and to a 300 year water supply from the not non-tributary Dawson aquifer groundwater decrees in Case No. 94CW023(B), Water Division No. 1, and/or Case No. 04CW098, Water Division No. 2, State of Colorado, to be utilized consistent with, and as limited by, the terms and condition of the decree approving plan for augmentation entered in Case No16CW3190, Water Division No. 1, State of Colorado (collectively, the "Water Rights"). The use by each owner of these Water Rights is limited to the restrictions set forth in the Declaration of Covenants, Condition, Restriction and Easements for Flying Horse North, recorded in the El Paso County Recorder's office at Reception No. _____ and shall be based upon the water requirements of each Lot, including the amount necessary to provide in-house water use together with the limited irrigation provided for therein and, for Owners of Horse Lots (provided that water can be legally provided for such uses), including the water necessary to maintain the animals described therein. Based on the above, this Lot No. _____ shall be entitled to an average annual withdrawal of 0.7 acre-feet per year of Dawson aquifer groundwater, or a total average withdrawal of approximately 210 acre-feet for a 300-year supply. A running accounting of average annual withdrawals currently committed for the Flying Horse North Subdivision, including this Lot No. _____, is attached hereto as Exhibit A, and, by this reference, is incorporated herein.

IN WITNESS WHEREOF, the Flying Horse North Homeowners Association has caused this certificate to be executed by it duly authorized officers and its corporate seal to be hereto affixed.

FLYING HORSE NORTH
HOMEOWNERS ASSOCIATION, INC.
a Colorado non-profit corporation

By: _____
President

Dated: _____



Colorado Secretary of State
Date and Time: 08/17/2017 04:12 PM
ID Number: 20171619083
Document number: 20171619083
Amount Paid: \$50.00

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation
filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Flying Horse North Homeowners Association, Inc.
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 6385 Corporate Drive
(Street number and name)
Suite 200
Colorado Springs CO 80919
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address
(leave blank if same as street address)
(Street number and name or Post Office Box information)
(City) (State) (ZIP/Postal Code)
(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
(if an individual) _____
(Last) (First) (Middle) (Suffix)

OR

(if an entity) Elite Properties of America, Inc.
(Caution: Do not provide both an individual and an entity name.)

Street address 6385 Corporate Drive
(Street number and name)
Suite 200
Colorado Springs CO 80919
(City) (State) (ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name

(if an individual)

(Last) (First) (Middle) (Suffix)

OR

(if an entity)

Elite Properties of America, Inc.

(Caution: Do not provide both an individual and an entity name.)

Mailing address

6385 Corporate Drive

(Street number and name or Post Office Box information)

Suite 200

Colorado Springs

(City)

CO

(State)

80919

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

See attachment.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Jolivet Caroleen
(Last) (First) (Middle) (Suffix)
102 South Tejon Street
(Street number and name or Post Office Box information)
Suite 900
Colorado Springs CO 80903
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**ATTACHMENT
TO
ARTICLES OF INCORPORATION
OF
FLYING HORSE NORTH HOMEOWNERS ASSOCIATION, INC.**

The following provisions are hereby attached to and made a part of the Articles of Incorporation of Flying Horse North Homeowners Association, Inc., a Colorado non-profit corporation (the "Association").

10. **Voting.** The Association shall have voting members as provided in the Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse North (the "Declaration") and the Bylaws of the Association. Cumulative voting is prohibited.

11. **Distribution of Assets on Dissolution.** Upon the dissolution of the Association, the assets of the Association shall be disposed of according to the procedure outlined in the Colorado Revised Nonprofit Corporation Act.

12. **Additional Provisions.**

12.1 **Purposes.** The purposes and objectives for which this Association is formed (none of which shall be for pecuniary profit) are set forth in the Bylaws of the Association and in the Declaration.

12.2 **Restrictions Upon the Powers.** This Association is not organized for profit. No Member, member of the Board of Directors, or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof; and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any Member of the Board of Directors. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any Member or Director while acting as an agent or employee of the Association for services rendered in affecting one or more of the purposes of the Association, and (2) any Member or Director may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

12.3 **Board of Directors.** The management of the affairs of the Association shall be vested in a Board of Directors. The number of Directors, their term of office and manner of their selection and election shall be determined according to the Declaration and the Bylaws of the Association from time to time in force.

12.4 **Bylaws.** The initial bylaws of the Association shall be as adopted by the Board of Directors. Such board shall have power to alter, amend or repeal the bylaws from time to time in force and to adopt new bylaws. Such bylaws may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with the laws of the

State of Colorado, the Declaration, or these Articles of Incorporation, as the same may from time to time be amended.

12.5 Indemnification of Officers, Directors, and Managing Agent.

12.5.1 Indemnification. The Association shall indemnify every Director and officer, their respective successors, estate, personal representatives and heirs, against all loss, costs and expenses, including attorneys' fees, reasonably incurred by them concerning any action, suit or proceeding to which they may be made parties because of their being or having been a Director or officer of the Association, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct or as otherwise prohibited by the Colorado Revised Nonprofit Corporation Act, as amended from time to time. In case of a settlement (which must be approved by the attorney for the insurers if paid out of insurance funds), indemnification shall be provided only concerning such matters covered by the settlement about which the Association is advised by the Association's attorneys that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duties as such Director or officer in relation to the matter involved. These rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost, and expense incurred or suffered by the Association because of, arising out of, or concerning the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Section 12.5 shall be deemed to obligate the Association to indemnify any Member(s) or Owner(s) of a Lot, who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of such person's status as a Member or Owner under the Declaration, Articles and Bylaws.

12.5.2 Other. Contracts or other commitments made by the Board of Directors, officer(s) or the managing agent shall be made as agent for the Association, and they shall have no personal responsibility on any such contract or commitment.



Capstone Title
5555 Tech Center Drive, Suite 120
Colorado Springs, CO 80919
(719) 228-1060 Phone
Fax

AGENT FOR: Stewart Title Guaranty Company

DATE: October 19, 2018
ORDER NO.: 171882A
PROPERTY ADDRESS: . HIGHWAY 83, COLORADO SPRINGS, CO 80924
SCHEDULE NO.: 61000-00-075
BUYER/BORROWER:
SELLER: PRI #2, LLC, A COLORADO LIMITED LIABILITY COMPANY

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

CLASSIC CONSULTING ENGINEERS &
SURVEYORS
619 N. CASCADE AVE., SUITE 200
COLORADO SPRINGS, CO 80903
ATTN: DOUG REINELT

SPECIAL INSTRUCTIONS:

CLOSING QUESTIONS:

TITLE QUESTIONS: **Mike Betzer**
mike.betzer@capstonetitleco.com

ENCLOSED PLEASE FIND THE FOLLOWING IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. THANK YOU.

- | | |
|---|--|
| <input type="checkbox"/> Commitment | <input type="checkbox"/> Revised Commitment |
| <input type="checkbox"/> Tax Certificate | <input type="checkbox"/> Identity Affidavit |
| <input type="checkbox"/> Endorsement | <input type="checkbox"/> Final Affidavit |
| <input type="checkbox"/> Plat and Covenants | <input checked="" type="checkbox"/> Other NONCONCURRENT COMMITMENT |

WIRE INSTRUCTIONS ATTACHED

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Authorized Countersignature

CBST Escrow, LLC
5555 Tech Center Drive
Suite 120
Colorado Springs, CO 80919
(719) 228-1060



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 171882A
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 1 of 3



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 171882A

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

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 77252-2029.

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File No. 171882A

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: CBST Escrow, LLC
Issuing Office: 5555 Tech Center Drive, Suite 120, Colorado Springs, CO 80919
Issuing Office's ALTA® Registry ID:
Loan ID Number: N/A
Commitment Number: 171882A
Issuing Office File Number: 171882A
Property Address: . HIGHWAY 83, COLORADO SPRINGS, CO 80924
Revision Number:

1. **Commitment Date:** October 09, 2018 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

(a) ALTA Owner's Policy

Proposed Insured: NONE

(b) ALTA Loan Policy

Proposed Insured: NONE

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:**

PRI #2, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued

ALTA LOAN POLICY

Tax Certificate

TOTAL **\$0.00**

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File No. 171882A

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-02-18)

Page 1 of 14



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A
SCHEDULE A**

LEGAL DESCRIPTION

2 PARCELS OF LAND BEING A PORTION OF SECTIONS 34, 35 AND 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO AND A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTH END BY A 2 1/2" ALUMINUM CAP STAMPED "22564" AND THE SOUTH END BY A 2 1/2" ALUMINUM CAP STAMPED "9132", IS ASSUMED TO BEAR S00°14'34"E, A DISTANCE OF 5269.38 FEET.

PARCEL 1:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°06'04"E, ON THE SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 202134767, RECORDS OF EL PASO COUNTY, COLORADO AND THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1332.12 FEET TO THE SOUTHEASTERLY CORNER OF SAID HIGH FOREST RANCH FILING NO. 2, SAID POINT BEING THE WEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE N89°07'00"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1331.92 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 36;

THENCE N89°01'18"E, ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 1331.92 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE N89°03'58"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 840.89 FEET;

THENCE S00°13'46"E, A DISTANCE OF 497.29 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N16°35'58"W, HAVING A DELTA OF 00°45'53", A RADIUS OF 3460.00 FEET AND A DISTANCE OF 46.18 FEET TO A POINT OF TANGENT;

THENCE N72°38'09"E, A DISTANCE OF 400.46 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 32°53'45", A RADIUS OF 1640.00 FEET AND A DISTANCE OF 941.59 FEET TO A POINT OF TANGENT;

THENCE S74°28'06"E, A DISTANCE OF 169.05 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 52°50'29", A RADIUS OF 760.00 FEET AND A DISTANCE OF 700.92 FEET TO A POINT OF TANGENT;

THENCE N52°41'25"E, A DISTANCE OF 1610.12 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 38°46'50", A RADIUS OF 1040.00 FEET AND A DISTANCE OF 703.92 FEET TO A POINT OF TANGENT;

THENCE S88°31'45"E, A DISTANCE OF 8.27 FEET TO A POINT ON CURVE;

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File No. 171882A

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-02-18)

Page 2 of 14



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S64°57'04"E, HAVING A DELTA OF 52° 02'48", A RADIUS OF 100.00 FEET AND A DISTANCE OF 90.84 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S80°31'04"E, HAVING A DELTA OF 24° 24'59", A RADIUS OF 530.00 FEET AND A DISTANCE OF 225.86 FEET TO A POINT ON CURVE;
THENCE S56°06'05"E, A DISTANCE OF 60.00 FEET;
THENCE S80°16'16"E, A DISTANCE OF 554.19 FEET;
THENCE N06°27'11"E, A DISTANCE OF 236.35 FEET;
THENCE S82°41'19"E, A DISTANCE OF 492.47 FEET;
THENCE S89°59'04"E, A DISTANCE OF 502.35 FEET TO A POINT THE WESTERLY RIGHT OF WAY LINE OF BLACK FOREST ROAD, SAID POINT BEING ON A LINE 30.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;
THENCE S00°00'53"W ON SAID WESTERLY RIGHT OF WAY LINE AND SAID PARALLEL LINE, A DISTANCE OF 1136.17 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30;
THENCE S89°04'37"W, ON SAID SOUTH LINE, A DISTANCE OF 1145.71 FEET;
THENCE N00°00'00"E, A DISTANCE OF 477.97 FEET;
THENCE S89°59'56"W, A DISTANCE OF 505.80 FEET;
THENCE N89°25'32"W, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S89°25'32"E, HAVING A DELTA OF 00° 53'47", A RADIUS OF 5030.00 FEET AND A DISTANCE OF 78.69 FEET TO A POINT OF TANGENT;
THENCE N01°28'15"E, A DISTANCE OF 152.16 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N18°55'42"E, HAVING A DELTA OF 48° 57'51", A RADIUS OF 100.00 FEET AND A DISTANCE OF 85.46 FEET TO A POINT ON CURVE;
THENCE N88°31'45"W, A DISTANCE OF 8.27 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 38°46'50", A RADIUS OF 960.00 FEET AND A DISTANCE OF 649.77 FEET TO A POINT OF TANGENT;
THENCE S52°41'25"W, A DISTANCE OF 1610.12 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 52°50'29", A RADIUS OF 840.00 FEET AND A DISTANCE OF 774.70 FEET TO A POINT OF TANGENT;
THENCE N74°28'06"W, A DISTANCE OF 169.05 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 13°40'23", A RADIUS OF 1560.00 FEET AND A DISTANCE OF 372.28 FEET TO A POINT ON CURVE;
THENCE S02°34'45"W, A DISTANCE OF 964.84 FEET;
THENCE S56°12'59"E, A DISTANCE OF 96.82 FEET TO POINT "A";
THENCE S65°45'45"W, A DISTANCE OF 64.75 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 54°21'11", A RADIUS OF 330.00 FEET, AND A DISTANCE OF 313.05 FEET TO A POINT ON CURVE ;
THENCE S83°30'56"W, A DISTANCE OF 43.73 FEET;
THENCE S30°43'19"W, A DISTANCE OF 748.70 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 19°27'35", A RADIUS OF 180.00 FEET AND A DISTANCE OF 61.13 FEET TO A POINT OF TANGENT;
THENCE S11°15'44"W, A DISTANCE OF 449.78 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S03°26'35"E, HAVING A DELTA OF 113°41'16", A RADIUS OF 80.00 FEET AND A DISTANCE OF 158.74 FEET TO A POINT ON CURVE;
THENCE S11°16'18"W, A DISTANCE OF 794.70 FEET;
THENCE S10°53'40"W, A DISTANCE OF 511.85 FEET;
THENCE S01°41'01" W, A DISTANCE OF 409.04 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 105°57'32", A RADIUS OF 183.50 FEET AND A DISTANCE OF 339.35 FEET;

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THENCE S43°30'36"W, A DISTANCE OF 161.72 FEET;
THENCE S19°16'02"W, A DISTANCE OF 386.88 FEET;
THENCE N88°18'15"W, A DISTANCE OF 1705.84 FEET;
THENCE N02°21'44"W, A DISTANCE OF 263.10 FEET;
THENCE N63°45'49"W, A DISTANCE OF 50.01 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N18°31'13"W, HAVING A DELTA OF 24°06'18", A RADIUS OF 530.00 FEET AND A DISTANCE OF 222.98 FEET TO A POINT ON CURVE;
THENCE S39°18'58"E, A DISTANCE OF 58.41 FEET;
THENCE N89°54'56"E, A DISTANCE OF 681.31 FEET;
THENCE S78°50'05" E, A DISTANCE OF 682.24 FEET;
THENCE N44°23'58"E, A DISTANCE OF 446.26 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N70°04'16"E, HAVING A DELTA OF 27°10'25", A RADIUS OF 206.15 FEET AND A DISTANCE OF 97.77 FEET TO A POINT ON CURVE ;
THENCE N01°45'55"E, A DISTANCE OF 367.28 FEET;
THENCE N11°05'37"E, A DISTANCE OF 649.91 FEET;
THENCE N25°28'43"E, A DISTANCE OF 583.21 FEET;
THENCE N36°07'10"W, A DISTANCE OF 51.40 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N00°13'39"E, HAVING A DELTA OF 101°02'05", A RADIUS OF 180.00 FEET, AND A DISTANCE OF 317.41 FEET TO A POINT ON CURVE ;
THENCE N12°39'47"E, A DISTANCE OF 431.89 FEET;
THENCE N47°25'19"W, A DISTANCE OF 125.23 FEET;
THENCE S43°38'05"W, A DISTANCE OF 217.42 FEET;
THENCE N45°19'30"W, A DISTANCE OF 529.41 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 79°31'17", A RADIUS OF 60.00 FEET, AND A DISTANCE OF 83.27 FEET;
THENCE N27°57'38"E, A DISTANCE OF 123.86 FEET;
THENCE S88°03'35"W, A DISTANCE OF 162.46 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N85°59'29"E, HAVING A DELTA OF 07°44'47", A RADIUS OF 470.00 FEET AND A DISTANCE OF 63.54 FEET;
THENCE S78°14'42"W, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N78°14'42"E, HAVING A DELTA OF 16°31'24", A RADIUS OF 530.00 FEET AND A DISTANCE OF 152.85 FEET TO A POINT ON CURVE;
THENCE N85°13'54"W, A DISTANCE OF 198.71 FEET;
THENCE S67°28'31"W, A DISTANCE OF 80.59 FEET;
THENCE S46°07'49"W, A DISTANCE OF 233.67 FEET;
THENCE S34°25'15"W, A DISTANCE OF 478.77 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 27°31'13", A RADIUS OF 180.00 FEET AND A DISTANCE OF 86.46 FEET;
THENCE S61°56'28"W, A DISTANCE OF 430.63 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 37°48'36", A RADIUS OF 180.00 FEET AND A DISTANCE OF 118.78 FEET TO A POINT ON CURVE ;
THENCE S00°25'40"W, A DISTANCE OF 36.95 FEET;
THENCE S66°21'10"E, A DISTANCE OF 348.91 FEET;
THENCE N87°59'49"E, A DISTANCE OF 527.00 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 68°09'39", A RADIUS OF 180.00 FEET AND A DISTANCE OF 214.13 FEET TO A POINT ON CURVE;
THENCE N89°20'23"E, A DISTANCE OF 87.77 FEET;
THENCE N04°16'45"E, A DISTANCE OF 284.57 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 180°00'00", A RADIUS OF 180.00 FEET AND A DISTANCE OF 565.49 FEET TO A POINT OF TANGENT;

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THENCE S04°16'45"W, A DISTANCE OF 483.65 FEET;
THENCE S07°32'26"W, A DISTANCE OF 809.64 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 163°01'47", A RADIUS OF 60.00 FEET AND
A DISTANCE OF 170.72 FEET TO A POINT OF TANGENT;
THENCE N09°25'47"W, A DISTANCE OF 25.35 FEET;
THENCE N59°17'05"W, A DISTANCE OF 59.71 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N28°17'40"W, HAVING A DELTA OF
122°48'28", A RADIUS OF 180.00 FEET AND A DISTANCE OF 385.81 FEET TO A POINT OF TANGENT;
THENCE N04°30'48"E, A DISTANCE OF 138.74 FEET;
THENCE N01°27'54"E, A DISTANCE OF 421.65 FEET;
THENCE S87°34'56"W, A DISTANCE OF 570.22 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 42°44'34", A RADIUS OF 260.00 FEET AND
A DISTANCE OF 193.96 FEET TO A POINT OF TANGENT;
THENCE N49°40'30"W, A DISTANCE OF 407.48 FEET;
THENCE S18°26'34"W, A DISTANCE OF 216.03 FEET;
THENCE S67°30'10"W, A DISTANCE OF 203.94 FEET;
THENCE S60°53'14"E, A DISTANCE OF 270.58 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 66°48'26", A RADIUS OF 60.00 FEET AND
A DISTANCE OF 66.96 FEET TO A POINT OF TANGENT;
THENCE S05°55'12"W, A DISTANCE OF 73.94 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S42°03'32"W, HAVING A DELTA OF
65°10'59", A RADIUS OF 180.00 FEET AND A DISTANCE OF 204.78 FEET;
THENCE S19°58'12"W, A DISTANCE OF 445.86 FEET;
THENCE S07°36'57"E, A DISTANCE OF 778.36 FEET;
THENCE S32°14'22"E, A DISTANCE OF 83.48 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N22°20'21"W, HAVING A DELTA OF
11°46'40", A RADIUS OF 470.00 FEET AND A DISTANCE OF 96.61 FEET TO A POINT ON CURVE;
THENCE N28°40'51"W, A DISTANCE OF 24.35 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N01°53'54"E, HAVING A DELTA OF 62°
51'48", A RADIUS OF 60.00 FEET AND A DISTANCE OF 65.83 FEET TO A POINT ON CURVE;
THENCE N24°50'58"W, A DISTANCE OF 794.30 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 42°54'04", A RADIUS OF 180.00 FEET,
AND A DISTANCE OF 134.78 FEET TO A POINT OF TANGENT;
THENCE N18°03'07"E, A DISTANCE OF 513.19 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°58'26", A RADIUS OF 182.00 FEET AND
A DISTANCE OF 57.09 FEET TO A POINT ON CURVE;
THENCE N69°37'09"W, A DISTANCE OF 609.64 FEET;
THENCE S64°49'27"W, A DISTANCE OF 387.40 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 71°05'00", A RADIUS OF 180.00 FEET AND
A DISTANCE OF 223.32 FEET TO A POINT ON CURVE;
THENCE S42°12'07"W, A DISTANCE OF 181.16 FEET;
THENCE S40°12'30"E, A DISTANCE OF 188.32 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 161°01'35", A RADIUS OF 60.00 FEET AND
A DISTANCE OF 168.63 FEET TO A POINT OF TANGENT;
THENCE N59°10'55"W, A DISTANCE OF 565.00 FEET;
THENCE N88°12'35"W, A DISTANCE OF 210.24 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 26°35'09", A RADIUS OF 60.00 FEET AND
A DISTANCE OF 27.84 FEET TO A POINT ON CURVE;
THENCE S86°55'25"W, A DISTANCE OF 49.85 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N86°55'25"E, HAVING A DELTA OF 29°

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32'16", A RADIUS OF 520.00 FEET AND A DISTANCE OF 268.08 FEET TO A POINT ON CURVE;
THENCE S57°23'09"W, A DISTANCE OF 500.57 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 36;
THENCE N00°14'34"W ON THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 3327.71 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S33°01'51"W, HAVING A DELTA OF 38°24'48", A RADIUS OF 535.00 FEET AND A DISTANCE OF 358.69 FEET TO A POINT OF TANGENT;
THENCE S84°37'03"W, A DISTANCE OF 175.44 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 11°13'59", A RADIUS OF 615.00 FEET AND A DISTANCE OF 120.57 FEET TO A POINT OF TANGENT;
THENCE N84°08'58"W, A DISTANCE OF 684.98 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 25°13'51", A RADIUS OF 615.00 FEET AND A DISTANCE OF 270.82 FEET TO A POINT OF TANGENT;
THENCE N58°55'07"W, A DISTANCE OF 166.51 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 31°18'40", A RADIUS OF 535.00 FEET AND A DISTANCE OF 292.37 FEET TO A POINT OF TANGENT;
THENCE S89°46'13"W, A DISTANCE OF 1674.58 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 24°52'43", A RADIUS OF 1960.00 FEET AND A DISTANCE OF 851.06 FEET TO A POINT OF TANGENT;
THENCE S64°53'30"W, A DISTANCE OF 459.47 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 21°22'27", A RADIUS OF 1040.00 FEET AND A DISTANCE OF 387.97 FEET TO A POINT OF TANGENT;
THENCE S86°15'57"W, A DISTANCE OF 692.41 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 51°05'38", A RADIUS OF 535.00 FEET AND A DISTANCE OF 477.09 FEET TO A POINT OF TANGENT;
THENCE S35°10'18"W, A DISTANCE OF 291.93 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 53°07'49", A RADIUS OF 615.00 FEET AND A DISTANCE OF 570.29 FEET TO A POINT OF TANGENT;
THENCE S88°18'07"W, A DISTANCE OF 160.75 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 83;
THENCE N01°41'53"W, ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO THE SOUTHWESTERLY CORNER OF LOT 1 AS PLATTED IN WESCOTT FIRE STATION NO. 3, RECORDED UNDER RECEPTION NO. 212713192 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE ON THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARY OF SAID LOT 1 THE FOLLOWING (5) FIVE COURSES;

1. N88°18'07"E, A DISTANCE OF 165.75 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 54°10'43", A RADIUS OF 460.00 FEET AND A DISTANCE OF 434.97 FEET TO A POINT OF REVERSE CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 15°19'05", A RADIUS OF 560.00 FEET AND A DISTANCE OF 149.72 FEET TO A POINT ON CURVE;
4. N38°00'00"W, A DISTANCE OF 141.67 FEET;
5. S88°20'00"W, A DISTANCE OF 587.56 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID STATE HIGHWAY 83;

THENCE ON SAID EASTERLY RIGHT OF WAY THE FOLLOWING (3) THREE COURSES;

1. N01°41'53"W, A DISTANCE OF 446.49 FEET;
2. N00°02'53"W, A DISTANCE OF 245.49 FEET TO A POINT ON CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S87°06'46"E, HAVING A DELTA OF

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SCHEDULE A**

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07°31'38", A RADIUS OF 1380.65 FEET AND A DISTANCE OF 181.38 FEET TO A POINT ON CURVE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF HIGH FOREST RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 201036672, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N89°54'54"E, ON THE SOUTHERLY BOUNDARY OF SAID HIGH FOREST RANCH FILING NO. 1, AND SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 584.61 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 34;

THENCE S89°57'36"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND CONTINUING ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 1, A DISTANCE OF 1319.30 FEET TO THE NORTHEAST CORNER OF SAID SECTION 34;

THENCE N89°46'13"E, CONTINUING ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 1 AND ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, A DISTANCE OF 2660.56 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE N89°45'50"E, CONTINUING ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 1, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 AND THE SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 202134767, A DISTANCE OF 2048.33 FEET;

THENCE ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2, THE FOLLOWING (5) FIVE COURSES:

1. N44°21'15"E, A DISTANCE OF 120.12 FEET;
2. N27°42'44"E, A DISTANCE OF 30.37 FEET;
3. N83°51'56"E, A DISTANCE OF 62.76 FEET;
4. S79°32'21"E, A DISTANCE OF 69.45 FEET;
5. S46°40'23"E, A DISTANCE OF 153.82 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35;

THENCE N89°48'10"E, ON SAID SOUTHERLY BOUNDARY OF HIGH FOREST RANCH FILING NO. 2 AND SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, A DISTANCE OF 270.47 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2:

COMMENCING AT POINT "A" HEREIN DESCRIBED;

THENCE S77°19'50"E, A DISTANCE OF 99.91 FEET TO THE POINT OF BEGINNING;

THENCE S66°22'10"E, A DISTANCE OF 418.60 FEET;

THENCE S65°50'19"E, A DISTANCE OF 926.31 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 93°42'48", A RADIUS OF 178.44 FEET AND A DISTANCE OF 291.86 FEET TO A POINT ON CURVE;

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THENCE S47°50'38"E, A DISTANCE OF 125.93 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 141°44'47", A RADIUS OF 74.72 FEET AND
A DISTANCE OF 184.84 FEET TO A POINT OF TANGENT;
THENCE N85°14'20"W, A DISTANCE OF 773.82 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 32°49'43", A RADIUS OF 180.00 FEET AND
A DISTANCE OF 103.13 FEET TO A POINT OF TANGENT;
THENCE N52°20'15"W, A DISTANCE OF 614.62 FEET;
THENCE N47°07'47"W, A DISTANCE OF 236.98 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 35°23'13", A RADIUS OF 222.71 FEET AND
A DISTANCE OF 137.55 FEET TO A POINT ON CURVE;
THENCE S89°19'51"W, A DISTANCE OF 44.51 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS BEARS S78°39'56"E, HAVING A DELTA OF 54°
25'41", RADIUS OF 270.00 FEET AND A DISTANCE OF 256.49 FEET TO A POINT OF TANGENT;
THENCE N65°45'45"E, A DISTANCE OF 144.64 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

(4) FOUR PARCELS OF LAND BEING A PORTION OF SECTION 36 TOWNSHIP 11 SOUTH, RANGE 66 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, AND A PORTION OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 66
WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTH
END BY A 2 1/2" ALUMINUM CAP STAMPED "22564" AND THE SOUTH END BY A 2
1/2" ALUMINUM CAP STAMPED "9132", IS ASSUMED TO BEAR N00°14'34"W, A
DISTANCE OF 5269.38 FEET.

LEGAL DESCRIPTION: PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S27°10'06"E, A DISTANCE OF 2059.11 FEET TO THE POINT OF BEGINNING;

THENCE N48°05'15"E, A DISTANCE OF 741.69 FEET;
THENCE N18°13'21"E, A DISTANCE OF 211.23 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 101°15'34", A RADIUS OF 182.00 FEET
AND A DISTANCE OF 321.65 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S64°45'53"E, HAVING A DELTA OF
68°05'03", A RADIUS OF 60.00 FEET AND A DISTANCE OF 71.30 FEET TO A POINT OF TANGENT;
THENCE S86°40'50"E, A DISTANCE OF 845.25 FEET;
THENCE S61°03'19"E, A DISTANCE OF 569.56 FEET;
THENCE N35°29'34"E, A DISTANCE OF 104.81 FEET;
THENCE N61°52'34"E, A DISTANCE OF 50.72 FEET TO A POINT OF CURVE;

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CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-02-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 68°01'34", A RADIUS OF 133.52 FEET AND A DISTANCE OF 158.52 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S25°01'25"W, HAVING A DELTA OF 18°01'05", A RADIUS OF 233.80 FEET AND A DISTANCE OF 73.52 FEET TO A POINT OF COMPOUND CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 57°19'13", A RADIUS OF 125.00 FEET AND A DISTANCE OF 125.05 FEET TO A POINT OF REVERSE CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 95°01'38", A RADIUS OF 121.18 FEET AND A DISTANCE OF 200.99 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS BEARS S35°50'21"E, HAVING A DELTA OF 180°35' 09", A RADIUS OF 105.53 FEET AND A DISTANCE OF 332.60 FEET TO A POINT ON CURVE;
THENCE S67°28'31"W, A DISTANCE OF 80.59 FEET TO POINT "A";
THENCE S46°07'49"W, A DISTANCE OF 233.67 FEET;
THENCE S34°25'15"W, A DISTANCE OF 478.77 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 27°31'13", A RADIUS OF 180.00 FEET AND A DISTANCE OF 86.46 FEET;
THENCE S61°56'28"W, A DISTANCE OF 430.63 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 37°48' 36", A RADIUS OF 180.00 FEET AND A DISTANCE OF 118.78 FEET TO A POINT ON CURVE ;
THENCE S00°25'40"W, A DISTANCE OF 36.95 FEET;
THENCE S66°21'10"E, A DISTANCE OF 348.91 FEET;
THENCE N87°59'49"E, A DISTANCE OF 527.00 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 68°09'39", A RADIUS OF 180.00 FEET AND A DISTANCE OF 214.13 FEET TO A POINT ON CURVE ;
THENCE N89°20'23"E, A DISTANCE OF 87.77 FEET;
THENCE N04°16'45"E, A DISTANCE OF 284.57 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 180°00'00", A RADIUS OF 180.00 FEET AND A DISTANCE OF 565.49 FEET TO A POINT OF TANGENT;
THENCE S04°16'45"W, A DISTANCE OF 483.65 FEET;
THENCE S07°32'26"W, A DISTANCE OF 809.64 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 163°01'47", A RADIUS OF 60.00 FEET AND A DISTANCE OF 170.72 FEET TO A POINT OF TANGENT;
THENCE N09°25'47"W, A DISTANCE OF 25.35 FEET;
THENCE N59°17'05"W, A DISTANCE OF 59.71 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N28°17'40"W, HAVING A DELTA OF 122°48'28", A RADIUS OF 180.00 FEET AND A DISTANCE OF 385.81 FEET TO A POINT OF TANGENT;
THENCE N04°30'48"E, A DISTANCE OF 138.74 FEET;
THENCE N01°27'54"E, A DISTANCE OF 421.65 FEET;
THENCE S87°34'56"W, A DISTANCE OF 570.22 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 42°44'34", A RADIUS OF 260.00 FEET AND A DISTANCE OF 193.96 FEET TO A POINT OF TANGENT;
THENCE N49°40'30"W, A DISTANCE OF 733.27 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 163°19'20", A RADIUS OF 58.50 FEET

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File No. 171882A

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-02-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

AND A DISTANCE OF 166.75 FEET TO A POINT OF TANGENT;
THENCE S66°21'10"E, A DISTANCE OF 25.24 FEET;
THENCE N53°16'55"E, A DISTANCE OF 188.28 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S80°50'28"E, HAVING A DELTA OF 49°29'14", A RADIUS OF 180.00 FEET AND A DISTANCE OF 155.47 FEET TO A POINT ON CURVE ;
THENCE N61°46'07"E, A DISTANCE OF 419.88 FEET;
THENCE N51°49'23"E, A DISTANCE OF 296.85 FEET;
THENCE N11°06'02"W, A DISTANCE OF 58.98 FEET;
THENCE N50°19'12"W, A DISTANCE OF 241.52 FEET;
THENCE N62°20'16"W, A DISTANCE OF 573.68 FEET;
THENCE N70°09'50"W, A DISTANCE OF 655.62 FEET;
THENCE S58°50'57"W, A DISTANCE OF 47.20 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S85°12'15"W, HAVING A DELTA OF 23°01'06", A RADIUS OF 180.00 FEET AND A DISTANCE OF 72.31 FEET TO A POINT OF TANGENT;
THENCE S18°13'21"W, A DISTANCE OF 365.66 FEET;
THENCE S63°56'38"W, A DISTANCE OF 785.12 FEET;
THENCE S18°15'16"W, A DISTANCE OF 66.33 FEET;
THENCE N63°43'53"W, A DISTANCE OF 29.74 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 32°27'45", A RADIUS OF 270.00 FEET AND A DISTANCE OF 152.98 FEET TO A POINT ON CURVE ;
THENCE N18°04'32"E, A DISTANCE OF 58.27 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 56.974 ACRES.

LEGAL DESCRIPTION: PARCEL B

COMMENCING AT THE POINT "A" HEREIN DESCRIBED;

THENCE S69°06'22"E, A DISTANCE OF 466.76 FEET TO THE POINT OF BEGINNING;

THENCE N27°57'38"E, A DISTANCE OF 798.03 FEET;
THENCE N37°50'48"E, A DISTANCE OF 608.17 FEET;
THENCE N31°39'17"E, A DISTANCE OF 212.34 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 49°56'10", A RADIUS OF 180.00 FEET AND A DISTANCE OF 156.88 FEET TO A POINT ON CURVE;
THENCE N21°01'42"W, A DISTANCE OF 39.98 FEET;
THENCE N72°38'09"E, A DISTANCE OF 159.01 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 19°13'23", A RADIUS OF 1560.00 FEET, AND A DISTANCE OF 523.39 FEET;
THENCE S02°34'45"W, A DISTANCE OF 964.84 FEET;
THENCE S56°12'59"E, A DISTANCE OF 96.82 FEET TO POINT "B";
THENCE S65°45'45"W, A DISTANCE OF 64.75 FEET TO A POINT OF CURVE;

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

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THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 54°21'11", A RADIUS OF 330.00 FEET, AND A DISTANCE OF 313.05 FEET TO A POINT ON CURVE ;
THENCE S83°30'56"W, A DISTANCE OF 43.73 FEET;
THENCE S30°43'19"W, A DISTANCE OF 748.70 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 19°27'35", A RADIUS OF 180.00 FEET AND A DISTANCE OF 61.13 FEET TO A POINT OF TANGENT;
THENCE S11°15'44"W, A DISTANCE OF 449.78 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S03°26'35"E, HAVING A DELTA OF 113°41'16", A RADIUS OF 80.00 FEET AND A DISTANCE OF 158.74 FEET TO A POINT ON CURVE;
THENCE S11°16'18"W, A DISTANCE OF 794.70 FEET;
THENCE S10°53'40"W, A DISTANCE OF 511.85 FEET;
THENCE S01°41'01" W, A DISTANCE OF 409.04 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 105°57'32", A RADIUS OF 183.50 FEET AND A DISTANCE OF 339.35 FEET;
THENCE S43°30'36"W, A DISTANCE OF 161.72 FEET;
THENCE S19°16'02"W, A DISTANCE OF 386.88 FEET;
THENCE N88°18'15"W, A DISTANCE OF 1705.84 FEET;
THENCE N02°21'44"W, A DISTANCE OF 263.10 FEET;
THENCE N63°45'49"W, A DISTANCE OF 50.01 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N18°31'13"W, HAVING A DELTA OF 24°06'18", A RADIUS OF 530.00 FEET AND A DISTANCE OF 222.98 FEET TO A POINT ON CURVE, SAID POINT BEING POINT "C";
THENCE S39°18'58"E, A DISTANCE OF 58.41 FEET;
THENCE N89°54'56"E, A DISTANCE OF 681.31 FEET;
THENCE S78°50'05" E, A DISTANCE OF 682.24 FEET;
THENCE N44°23'58"E, A DISTANCE OF 446.26 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N70°04'16"E, HAVING A DELTA OF 27°10'25", A RADIUS OF 206.15 FEET AND A DISTANCE OF 97.77 FEET TO A POINT ON CURVE ;
THENCE N01°45'55"E, A DISTANCE OF 367.28 FEET;
THENCE N11°05'37"E, A DISTANCE OF 649.91 FEET;
THENCE N25°28'43"E, A DISTANCE OF 583.21 FEET;
THENCE N36°07'10"W, A DISTANCE OF 51.40 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N00°13'39"E, HAVING A DELTA OF 101°02'05", A RADIUS OF 180.00 FEET, AND A DISTANCE OF 317.41 FEET TO A POINT ON CURVE ;
THENCE N12°39'47"E, A DISTANCE OF 431.89 FEET;
THENCE N47°25'19"W, A DISTANCE OF 125.23 FEET;
THENCE S43°38'05"W, A DISTANCE OF 217.42 FEET;
THENCE N45°19'30"W, A DISTANCE OF 529.41 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 79°31'17", A RADIUS OF 60.00 FEET, AND A DISTANCE OF 83.27 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 80.207 ACRES.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

LEGAL DESCRIPTION: PARCEL C

COMMENCING AT POINT "B" HEREIN DESCRIBED;

THENCE S77°19'50"E, A DISTANCE OF 99.91 FEET TO THE POINT OF BEGINNING;

THENCE S66°22'10"E, A DISTANCE OF 418.60 FEET;

THENCE S65°50'19"E, A DISTANCE OF 926.31 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 93°42'48", A RADIUS OF 178.44 FEET AND A DISTANCE OF 291.86 FEET TO A POINT ON CURVE;

THENCE S47°50'38"E, A DISTANCE OF 125.93 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 141°44'47", A RADIUS OF 74.72 FEET AND A DISTANCE OF 184.84 FEET TO A POINT OF TANGENT;

THENCE N85°14'20"W, A DISTANCE OF 773.82 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 32°49'43", A RADIUS OF 180.00 FEET AND A DISTANCE OF 103.13 FEET TO A POINT OF TANGENT;

THENCE N52°20'15"W, A DISTANCE OF 614.62 FEET;

THENCE N47°07'47"W, A DISTANCE OF 236.98 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 35°23'13", A RADIUS OF 222.71 FEET AND A DISTANCE OF 137.55 FEET TO A POINT ON CURVE;

THENCE S89°19'51"W, A DISTANCE OF 44.51 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS BEARS S78°39'56"E, HAVING A DELTA OF 54°25'41", RADIUS OF 270.00 FEET AND A DISTANCE OF 256.49 FEET TO A POINT OF TANGENT;

THENCE N65°45'45"E, A DISTANCE OF 144.64 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 20.131 ACRES.

LEGAL DESCRIPTION: PARCEL D

COMMENCING AT POINT "C" HEREIN DESCRIBED;

THENCE S76°03'29"W, A DISTANCE OF 185.75 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N22°20'21"W, HAVING A DELTA OF 11°46'40", A RADIUS OF 470.00 FEET AND A DISTANCE OF 96.61 FEET TO A POINT ON CURVE;

THENCE N28°40'51"W, A DISTANCE OF 24.35 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N01°53'54"E, HAVING A DELTA OF 62°51'48", A RADIUS OF 60.00 FEET AND A DISTANCE OF 65.83 FEET TO A POINT ON CURVE;

THENCE N24°50'58"W, A DISTANCE OF 794.30 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 42°54'04", A RADIUS OF 180.00 FEET, AND A DISTANCE OF 134.78 FEET TO A POINT OF TANGENT;

THENCE N18°03'07"E, A DISTANCE OF 513.19 FEET TO A POINT OF CURVE;

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°58'26", A RADIUS OF 182.00 FEET AND A DISTANCE OF 57.09 FEET TO A POINT ON CURVE;
THENCE N69°37'09"W, A DISTANCE OF 609.64 FEET;
THENCE S64°49'27"W, A DISTANCE OF 387.40 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 71°05'00", A RADIUS OF 180.00 FEET AND A DISTANCE OF 223.32 FEET TO A POINT ON CURVE;
THENCE S42°12'07"W, A DISTANCE OF 181.16 FEET;
THENCE S40°12'30"E, A DISTANCE OF 188.32 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 161°01'35", A RADIUS OF 60.00 FEET AND A DISTANCE OF 168.63 FEET TO A POINT OF TANGENT;
THENCE N59°10'55"W, A DISTANCE OF 565.00 FEET;
THENCE N88°12'35"W, A DISTANCE OF 210.24 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 96°39'35", A RADIUS OF 60.00 FEET AND A DISTANCE OF 101.22 FEET TO A POINT OF TANGENT;
THENCE N08°27'00"E, A DISTANCE OF 791.18 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 21°28'19", A RADIUS OF 180.00 FEET AND A DISTANCE OF 67.46 FEET TO A POINT OF TANGENT;
THENCE N29°55'19"E, A DISTANCE OF 477.50 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 48°12'25", A RADIUS OF 180.00 FEET AND A DISTANCE OF 151.45 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N58°38'05"E, HAVING A DELTA OF 32°21'58", A RADIUS OF 330.00 FEET AND A DISTANCE OF 186.42 FEET TO A POINT OF TANGENT;
THENCE S63°43'53"E, A DISTANCE OF 90.22 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S86°09'25"W, HAVING A DELTA OF 33°45'55", A RADIUS OF 180.00 FEET AND A DISTANCE OF 106.08 FEET TO A POINT OF TANGENT;
THENCE S29°55'19"W, A DISTANCE OF 457.81 FEET;
THENCE S25°49'14"W, A DISTANCE OF 371.15 FEET;
THENCE S41°07'02"E, A DISTANCE OF 170.65 FEET;
THENCE S40°12'30"E, A DISTANCE OF 316.86 FEET;
THENCE N56°59'05"E, A DISTANCE OF 200.57 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N76°56'39"E, HAVING A DELTA OF 82°05'24", A RADIUS OF 180.00 FEET AND A DISTANCE OF 257.89 FEET TO A POINT OF TANGENT;
THENCE N69°02'03"E, A DISTANCE OF 497.18 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 50°04'43", A RADIUS OF 180.00 FEET AND A DISTANCE OF 157.33 FEET TO A POINT OF TANGENT;
THENCE S60°53'14"E, A DISTANCE OF 790.21 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 66°48'26", A RADIUS OF 60.00 FEET AND A DISTANCE OF 66.96 FEET TO A POINT OF TANGENT;
THENCE S05°55'12"W, A DISTANCE OF 73.94 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S42°03'32"W, HAVING A DELTA OF 65°10'59", A RADIUS OF 180.00 FEET AND A DISTANCE OF 204.78 FEET;
THENCE S19°58'12"W, A DISTANCE OF 445.86 FEET;
THENCE S07°36'57"E, A DISTANCE OF 778.36 FEET;

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE S32°14'22"E, A DISTANCE OF 83.48 FEET TO THE POINT OF BEGINNING;

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 171882A

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.
5. NONE

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 171882A

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 will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Taxes for 2017 not yet due or payable.
9. Except 60 foot right of way to El Paso County along all section lines as recorded in Road Record A at Page 78 being 30 feet on each side of each section line.
10. One half interest in all oil, gas and other mineral rights, as reserved by The First National Bank of Colorado Springs in the Deed recorded July 12, 1951 in Book 1303 at Page 512, and any interests therein or rights thereunder. (Pertains to Parcel B).
11. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded in Book 1337 at Page 155.
12. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded November 14, 1963 in Book 1986 at Page 412.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 171882A

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 3



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

13. Right of way and easement granted to the American Telephone and Telegraph Company for communications purposes in instrument recorded December 9, 1966 in Book 2158 at Page 532.
14. Terms, agreements, provisions, conditions and obligations as contained in Declaration of Establishment of Water Rights Easements recorded September 21, 1995 in Book 6728 at Page 1331.
15. Terms, agreements, provisions, conditions and obligations as contained in Water Transmission Line Easement recorded September 21, 1995 in Book 6728 at Page 1371.
16. Reservation to the State of Colorado, reserving all rights to any and all minerals, ores, or metals of every kind and character and all coal, asphaltum, oil or other like substances in or under said land and the right of ingress and egress for the purpose of mining together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances as recorded December 28, 2000 at Reception No. 200155792.
17. Terms, agreements, provisions, conditions and obligations as contained in Long Term Agreement to Restrict Mineral Development recorded May 12, 2011 at Reception No. 211047259 and recorded November 17, 2011 at Reception No. 211113675.
18. Terms, agreements, provisions, conditions and obligations as contained in Groundwater Production Lease recorded December 31, 2014 at Reception No. 214120413.
19. Terms, agreements, provisions, conditions and obligations as contained in RECORDATION NOTICE AND MEMORANDUM OF POST CLOSING OBLIGATIONS recorded FEBRUARY 4, 2016 at Reception No. 216011308.
20. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-442 recorded December 15, 2016 at Reception No. 216145936.
21. Terms, agreements, provisions, conditions and obligations as contained in Flying Horse North Planned Unit Development Plan recorded March 22, 2017 at Reception No. 217032585.
22. Terms, agreements, provisions, conditions and obligations as contained in Decree of the Water Court recorded October 25, 2017 at Reception No. 217129159.
23. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded June 14, 2018 at Reception No. 218068373.
24. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded June 14, 2018 at Reception No. 218068374.
25. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-352 recorded September 6, 2018 at Reception No. 218103825.
26. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-351 recorded

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File No. 171882A

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 3



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

- September 6, 2018 at Reception No. 218104132. Re-recorded September 10, 2018 at Reception No. 218105604.
27. Terms, conditions, easements and obligations as set forth in Sign Easement Agreement recorded September 4, 2018 at Reception No. 218103289.
 28. Terms, conditions, easements and obligations as set forth in Grant of Grading and Slope Easement recorded September 4, 2018 at Reception No. 218103290.
 29. Terms, conditions, easements and obligations as set forth in Temporary Construction Easement Agreement recorded September 4, 2018 at Reception No. 218103291.
 30. Terms, conditions, easements and obligations as set forth in Temporary Construction Easement Agreement recorded September 4, 2018 at Reception No. 218103292.
 31. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-352 recorded September 6, 2018 at Reception No. 218103825.
 32. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-351 recorded September 6, 2018 at Reception No. 218104132 and September 6, 2018 at Reception No. 218105604.
 33. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-368 recorded September 21, 2018 at Reception No. 218110371.
 34. Deed of Trust dated September 14, 2017, given by PRI #2, LLC to the Public Trustee of El Paso County for the use of GREAT WESTERN BANK to secure payment of \$2,400,000.00, recorded September 25, 2017 at Reception No. 217115612. Assignment of Rents recorded September 25, 2017 at Reception No. 217115613, given in connection with the above Deed of Trust.
 35. Financing Statement executed by PRI #2, LLC for the use of GREAT WESTERN BANK recorded September 25, 2017 at Reception No. 217115614.
 36. Notice of Intent to Lien filed by Granshady, Inc., for \$9,735.80, recorded July 5, 2018 at Reception No. 218077070.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 171882A

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 3 of 3



DISCLOSURES

File No.: 171882A

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 Capstone Title conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 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.

STG Privacy Notice 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 title 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?
For our everyday business purposes — 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
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us 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.
What sharing can I limit?	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

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Capstone Title 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 Capstone Title, and its affiliates (" N/A "), 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 Capstone Title, 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?
For our everyday business purposes — 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
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Capstone Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Capstone Title protect my personal information?	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.
How do/does Capstone Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <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>
What sharing can I limit?	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: Capstone Title, 5555 Tech Center Drive, Suite 120, Colorado Springs, CO 80919

RECORDING FEES WORKSHEET

Project Name: _____

RECEIPT #	TYPE	No. Pages	FEES (2017)	TOTALS
K01	BRIDGE, DRAINAGE, PARKS, SCHOOL FEES			
K02	Bridge Fees - Basin = Black Squirrel		\$ 13,751.40	
K03	Parks - Community Area =			
K04	Drainage - Basin = Black Squirrel		\$ 85,214.60	
K05	Parks - Neighborhood Area =			
K06	Parks - Regional Area = 2		\$34,400.00	
K07	School - District = 20 & 38		\$24,494	22338 D 20, 2156 D 38
TOTAL			\$	157,860.00

Nina Ruiz

From: Drew Balsick <DrewB@classichomes.com>
Sent: Thursday, November 01, 2018 8:42 AM
To: Nina Ruiz
Subject: RE: Flying Horse Use Restriction

CAUTION: This email originated from outside the El Paso County technology network. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please call IT Customer Service at 520-6355 if you are unsure of the integrity of this message.

That is fine good job!

From: Nina Ruiz [mailto:NinaRuiz@elpasoco.com]
Sent: Thursday, November 1, 2018 8:26 AM
To: Drew Balsick <DrewB@classichomes.com>
Subject: Flying Horse Use Restriction

Hi Drew,

Are you ok with the following note being added to the face of the plat:

The use of the open space shall be restricted by the use restriction covenant recorded at reception no _____ in the El Paso County Clerk and Recorder records.

Nina Ruiz

Planner II
El Paso Planning & Community Development
2880 International Circle
Colorado Springs, CO 80910
(719) 520-6300 (Main)
(719) 520-6313 (Direct)

To review all El Paso County projects go to: <https://epcdevplanreview.com/>

PERSONAL WORK SCHEDULE

Monday - Thursday, 7:00 am to 5:30 pm

DEPARTMENT HOURS

Monday - Friday, 7:30 am to 4:30 pm

DISTRICT COURT, WATER DIVISION 1, COLORADO

Case No. 94-CW-023(B)

RECEIVED

JUL 08 1996

DECREE OF THE WATER COURT

WATER RESOURCES
STATE ENGINEER
COLO.

CONCERNING THE WATER RIGHTS OF:
DAVID A. WISMER AND MARY ANNE WISMER, AS CO-TRUSTEES OF THE DAVID
A. WISMER AND MARY ANNE WISMER TRUST,

IN THE NONTRIBUTARY LARAMIE-FOX HILLS AQUIFER AND THE NOT
NONTRIBUTARY UPPER DAWSON AQUIFER,

IN EL PASO COUNTY.

THIS PART (B) of the decree in Case No. 94-CW-023 (85-CW-266) arises out of a joint motion of the landowners to bifurcate the underlying decree in Case No. 85-CW-446, entered on December 12, 1988, and as amended by the decree in Case No. 94-CW-023, entered on February 15, 1995, Water Division 1. The Court finds the procedure to be proper and the underlying decree may be bifurcated pursuant to motion and order. The publication of the motion is not necessary because no substantive changes are sought in the decreed water rights and no substantive changes are made hereby.

This Part (B) is directed to the ownership of ground water by the captioned party David A. Wismer and Mary Anne Wismer, as Co-Trustees of the David A. Wismer and Mary Anne Wismer Trust, dated April 5, 1980 and restated March 31, 1986 ("Wismer"), and Co-Movant in the motion to bifurcate the decree. This decree addresses the undivided interests in the ground water owned by Co-Movant Wismer (also referred to hereafter as "Water Right Owner") underlying all of the Shamrock East Ranch property, shown on the General Location Map, Exhibit A hereto.

This decree in Part (B) is complete and independent from the decree in Part (A), and shall supersede and replace the earlier decrees in Case Nos. 85-CW-446 and 94-CW-023.

FINDINGS OF FACT:

- 1. Name and Address of Property Owner:

David A. Wismer and Mary Anne Wismer
Shamrock Ranch
15555 Highway 83
Colorado Springs, Colorado 80921

CENTRAL FILES

DISTRICT COURT, WATER DIVISION 1, COLORADO

Case No. 94-CW-023(B)

RECEIVED

JUL 08 1996

DECREE OF THE WATER COURT

WATER RESOURCES
STATE ENGINEER
COLO.

CONCERNING THE WATER RIGHTS OF:
DAVID A. WISMER AND MARY ANNE WISMER, AS CO-TRUSTEES OF THE DAVID
A. WISMER AND MARY ANNE WISMER TRUST,

IN THE NONTRIBUTARY LARAMIE-FOX HILLS AQUIFER AND THE NOT
NONTRIBUTARY UPPER DAWSON AQUIFER,

IN EL PASO COUNTY.

THIS PART (B) of the decree in Case No. 94-CW-023 (85-CW-266) arises out of a joint motion of the landowners to bifurcate the underlying decree in Case No. 85-CW-446, entered on December 12, 1988, and as amended by the decree in Case No. 94-CW-023, entered on February 15, 1995, Water Division 1. The Court finds the procedure to be proper and the underlying decree may be bifurcated pursuant to motion and order. The publication of the motion is not necessary because no substantive changes are sought in the decreed water rights and no substantive changes are made hereby.

This Part (B) is directed to the ownership of ground water by the captioned party David A. Wismer and Mary Anne Wismer, as Co-Trustees of the David A. Wismer and Mary Anne Wismer Trust, dated April 9, 1980 and restated March 31, 1986 ("Wismer"), and Co-Movant in the motion to bifurcate the decree. This decree addresses the undivided interests in the ground water owned by Co-Movant Wismer (also referred to hereafter as "Water Right Owner") underlying all of the Shamrock East Ranch property, shown on the General Location Map, Exhibit A hereto.

This decree in Part (B) is complete and independent from the decrees in Part (A), and shall supersede and replace the earlier decrees in Case Nos. 85-CW-446 and 94-CW-023.

FINDINGS OF FACT

1. Name and Address of Property Owner:

David A. Wismer and Mary Anne Wismer
Shamrock Ranch
15555 Highway 83
Colorado Springs, Colorado 80921

CENTRAL FILES

DISTRICT COURT, WATER DIVISION 1, COLORADO

Case No. 94-CW-023(B)

RECEIVED

JUL 08 1996

DECREE OF THE WATER COURT

WATER RESOURCES
STATE ENGINEER
COLO.

CONCERNING THE WATER RIGHTS OF:
DAVID A. WISMER AND MARY ANNE WISMER, AS CO-TRUSTEES OF THE DAVID
A. WISMER AND MARY ANNE WISMER TRUST,

IN THE NONTRIBUTARY LARAMIE-FOX HILLS AQUIFER AND THE NOT
NONTRIBUTARY UPPER DAWSON AQUIFER,

IN EL PASO COUNTY.

THIS PART (B) of the decree in Case No. 94-CW-023 (85-CW-266) arises out of a joint motion of the landowners to bifurcate the underlying decree in Case No. 85-CW-446, entered on December 12, 1988, and as amended by the decree in Case No. 94-CW-023, entered on February 15, 1995, Water Division 1. The Court finds the procedure to be proper and the underlying decree may be bifurcated pursuant to motion and order. The publication of the motion is not necessary because no substantive changes are sought in the decreed water rights and no substantive changes are made hereby.

This Part (B) is directed to the ownership of ground water by the captioned party David A. Wismer and Mary Anne Wismer, as Co-Trustees of the David A. Wismer and Mary Anne Wismer Trust, dated April 9, 1980 and restated March 31, 1986 ("Wismer"), and Co-Movant in the motion to bifurcate the decree. This decree addresses the undivided interests in the ground water owned by Co-Movant Wismer (also referred to hereafter as "Water Right Owner") underlying all of the Shamrock East Ranch property, shown on the General Location Map, Exhibit A hereto.

This decree in Part (B) is complete and independent from the decree in Part (A), and shall supersede and replace the earlier decrees in Case Nos. 85-CW-446 and 94-CW-023.

FINDINGS OF FACT

1. Name and Address of Property Owner:

David A. Wismer and Mary Anne Wismer
Shamrock Ranch
15555 Highway 83
Colorado Springs, Colorado 80921

CENTRAL FILES

Recorded Electronically
ID# 18125013
COUNTY _____
DATE 10-20-18 TIME _____

Please forward all inquiries in this matter to Applicant's agent in this matter:
Robert E. Schween, Esq., 4643 South Ulster Street, Suite 1480,
Denver, Colorado 80237. Telephone: (303) 741-2230. Telecopier: (303) 694-4633.

2. History of Case:

A. The original application for underground water rights underlying the property described herein was filed with this Court of December 31, 1985, and an amended application for the ground water rights was filed with this Court on March 31, 1987, and published in the March 1987 Water Resume for Water Division 1. The Court entered a decree in Case No. 85-CW-446 on December 12, 1988.

B. An application to amend this decree was filed on February 28, 1994, by Shamrock Investments for the following reasons:

- (1) To indicate that Shamrock Investments was the correct owner of the land and ground water rights so decreed in Case No. 85-CW-446;
- (2) To designate additional well sites for each aquifer at specific designated locations;
- (3) To adjust and correct the acreage of the overlying land; and
- (4) To vacate or release from the existing decree 85 acre-feet per year of Dawson aquifer ground water underlying the property.

D. The State and Division Engineer for Water Division 1 and the City of Colorado Springs filed a statements of opposition to this application to amend decree. All parties consented to the entry of a decree, and the Court entered the decree on February 15, 1995.

3. Subject Matter Jurisdiction:

Timely and adequate notice of all original proceedings in this matter has been given in the manner required by law. The Water Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties, whether they have appeared or not.

4. Ownership and Location of Ground Water:

A. The decree in Case No. 94-CW-023 (attached hereto as Exhibit B) amended the underlying original decree in Case No. 85-CW-446 (Exhibit C) for the reasons stated above, while confirming all previously decreed rights to all ground water recoverable from the nontributary Denver, Arapahoe, and Laramie-Fox Hills aquifers and the not nontributary Dawson aquifer, except as stated below, underlying the Shamrock East Ranch property in El Paso County, Colorado.

B. The name of the owner of the property subject to this decree was changed to Shamrock Investments, A Wyoming Limited Liability Company. By Special Warranty Deed, dated September 12, 1995, Shamrock Investments conveyed the overlying land to the present owners David A. Wismer and Mary Anne Wismer. See Exhibit D hereto. Shamrock conveyed part of the decreed ground water rights to Wismer, and reserved the rest of such decreed ground water rights, by means of a second Special Warranty Deed. See Exhibit E hereto. The average annual amounts conveyed to Wismer in relation to the total decreed average annual amounts are shown in the tables below, and summarized in Exhibit F hereto.

C. The extent of the overlying property was found to be 701 acres, more or less, generally located in Sections 30 and 31, in Township 11 South, Range 65 West of the 6th P.M., in El Paso County. No part of such land lies within a designated ground water basin. A general location map of the property is attached hereto as Exhibit "A."

5. Wells Claimed for Under This Part (B) for Shamrock East Ranch:

A. Water rights owner Wismer is the owner of the entire overlying land area of the Shamrock Ranch East property. See Exhibit D. Accordingly, Wismer has reserved the right and is hereby entitled to locate wells to withdraw the ground water subject to this decree in Case No. 94-CW-023(B) anywhere on such overlying property; EXCEPT THAT Wismer or his successors shall not locate such wells in the same aquifer within 600 feet of a well site reserved and decreed in Case No. 94-CW-023(A), unless such prohibition is waived by mutual agreement. See location map showing locations of such reserved well sites, Exhibit G hereto.

B. Further, with respect to Dawson aquifer domestic wells, such wells may be located on the overlying land area without regard to the 600 foot well spacing requirement, as such spacing may not be practicable in a development plan which seeks to optimize the overall development of the property.

6. Well Permits:

A. The water right owner or his successors will apply for well permits at such time as such owner is ready to construct each such well.

B. The State Engineer shall consider the rights granted herein as valid. The Court determines that if the water right owner fails to construct any of said wells within the period of time specified in the corresponding well permits, he may reapply and the State Engineer shall promptly reissue that well permit for the amount of water determined herein with burdens no more restrictive than found herein.

7. Overlying Land Area and Average Annual Amounts of Withdrawal Available:

Based on a boundary survey of the overlying land conducted in January, 1994, the accurate areal measurement of the Shamrock East Ranch property is 701 acres.

A. Not Nontributary Dawson Aquifer:

Pursuant to the Denver Basin Rules, the ground water in the Dawson aquifer underlying the property is classified as not nontributary ground water. The hydrologic values and the adjusted average annual amount available for withdrawal from the Dawson aquifer are as follows:

<u>Aquifer</u>	<u>Acreage</u>	<u>Sand Thickness</u>	<u>Specific Yield</u>	<u>Total Ave. Ann. Amount</u>	<u>Ann. Amt. Owned By Wismer</u>
Dawson	701	485 feet	20%	676*	201

* Reduced by four (4) acre-feet per year which amount has been assigned to four permitted exempt wells, as listed on Exhibit H hereto.

B. Nontributary Laramie-Fox Hills Aquifer:

Pursuant to the Denver Basin Rules, the ground water in the Laramie-Fox Hills aquifer underlying the property supporting this decree is classified as nontributary ground water. The hydrologic values and the adjusted average annual amount available for withdrawal from the Laramie-Fox Hills aquifer underlying the property are as follows:

<u>Aquifer</u>	<u>Acreage</u>	<u>Sand Thickness</u>	<u>Specific Yield</u>	<u>Total Ave. Ann. Amount</u>	<u>Ann. Amt. Owned By Wismer</u>
Laramie-Fox Hills	701	200	15%	210	204

The hydrologic values and estimated average annual amount used above are based upon the State Engineer's Findings, issued on August 2, 1994.

C. Release of 85 Acre Feet Per Year of Dawson Aquifer Ground Water:

(1) The average annual amount shown in paragraph 7A, above, shall be reduced by 85 acre-feet (0.121 acre-feet per acre) per year so that such amount is vacated from the decreed average annual amount available to the water right owner. Such 85 acre-feet per year, which is expressed as 0.121 acre-feet per acre of overlying property, is vacated from and no longer part of, or in any way encumbered by, this decree, as amended. The overlying land

area under which the 85 acre-feet of Dawson aquifer ground water are vacated is the entire property. See Exhibit I. Accordingly, the adjusted table showing the Dawson aquifer ground water under this decree shall be as follows:

<u>Aquifer</u>	<u>Acreage</u>	<u>Sand Thickness</u>	<u>Specific Yield</u>	<u>Total Ave. Ann. Amount</u>	<u>Ann. Amt. Owned By Wismer</u>
Dawson	701	485	20%	591	201

(2) By separate Stipulation, Shamrock Investments, the water right owner's predecessor in interest, and Objector City of Colorado Springs have agreed that any and all exempt wells which may be applied for or issued to overlying landowners shall be limited to production from the Dawson aquifer. Such Stipulation, dated October 13, 1994, is incorporated herein by this reference, and attached hereto as Exhibit J.

8. Nominal Pumping Rates and Estimated Average Well Depths:

<u>Aquifer</u>	<u>Individual Well Rate</u>	<u>Well Depth (Average)</u>
Dawson	300 gpm	1050 feet
Laramie-Fox Hills	100 gpm	3100 feet

9. Final Average Annual Amounts of Withdrawal:

A. Final determinations of the applicable average specific yields, saturated sand thicknesses and resulting average annual amounts available to the water right owner from the each aquifer will be made pursuant to the retained jurisdiction of this Court, as described in paragraph 22 hereinbelow. In the event this decree is not reopened for a further quantitative determination, the findings herein are final and controlling.

B. In the event of an adjustment of the annual amount available from any aquifer, the water right owners shall share the increase or decrease in such amount in the same proportion as their respective ownership interests in the ground water in that particular aquifer.

C. The allowed annual amount of ground water which may be withdrawn from such aquifers through any wells completed pursuant to this decree and any additional wells, pursuant to §37-90-137(10), C.R.S., may exceed the average annual amount of withdrawal, as long as the total volume of water withdrawn through such well and any additional wells therefor subsequent to the date of this decree does not exceed the product of the number of years since the date of the issuance of the well permit or the date of this decree, whichever is earliest in time, multiplied by the average annual amount of withdrawal, as specified above or as determined pursuant to the retained jurisdiction of the Court.

10. Source of Ground Water: Limitations on Consumption:
Replacement Obligations and Requirements:

A. The ground water to be withdrawn from the Laramie-Fox Hills aquifer under this decree is "nontributary ground water" as defined in § 37-90-103(10.5), C.R.S., and in the Denver Basin Rules, 2 CCR 402-6, the withdrawal of which will not, within 100 years, deplete the flow of a natural stream, including a natural stream as defined in §§ 37-82-101(2) and 37-92-102(1)(b), C.R.S., at an annual rate greater than 1/10 of 1% of the annual rate of withdrawal. The ground water to be withdrawn from the Dawson aquifer is "not nontributary ground water" as defined in the Denver Basin Rules, 2 C.C.R. 402-6, Rule 5A.

B. The water right owner may not consume more than 98% of the annual quantity of water withdrawn from such nontributary aquifer. The relinquishment of 2% of the annual amount of water withdrawn to the stream system, as required by the Denver Basin Rules, may be satisfied by any method selected by the water right owner and accepted as satisfactory by the State Engineer, so long as the water right owner can demonstrate that an amount equal to 2% of such withdrawals (by volume) has been relinquished to the stream system.

C. Ground water to be withdrawn from the Dawson aquifer has been determined by the State Engineer to be not nontributary, as that term is defined at § 37-90-137(9)(c), C.R.S. Pursuant to law, such not nontributary ground water may not be withdrawn and used until a judicially approved plan of augmentation has been obtained providing replacement of depletions to the affected stream system. Pursuant to the statutory requirement at § 37-90-137(9)(c), C.R.S., the amount of replacement must be the actual depletive effect caused by the withdrawal of the resource to the extent necessary to prevent injury. Accordingly, the water right owner may not withdraw Dawson aquifer ground water under the provisions of this decree. Such water right owner will make a subsequent application for such augmentation plan separate from this decree.

11. No Material Injury:

There is unappropriated ground water available for withdrawal from each aquifer beneath the land described herein, and the vested water rights of others will not be materially injured by such withdrawals as described hereby. Withdrawals hereunder are allowed on the basis of a minimum useful aquifer life of 100 years, assuming no substantial artificial recharge within 100 years. No material injury to vested water rights of others will result from the issuance of permits for wells or the exercise of the rights and limitations specified in this decree therefor.

12. Additional Wells and Well Fields:

A. The water right owner proposes to construct its wells as required by development over time. Wells may be drilled and constructed pursuant to this decree at any location on the overlying land area described herein, pursuant to well permits to be issued, except in existing easements. See Exhibit G. Any well constructed within 200 feet of a decreed location will be deemed to be constructed at the decreed location pursuant to the permit and this decree.

B. In addition to the initial wells to be permitted and constructed pursuant to this decree, the water right owner or his successors may construct additional and replacement wells in order to maintain levels of production, to meet water demands, or to recover the entire amount of ground water in the subject aquifers underlying the subject property, as described herein. As additional wells are planned or needed, applications shall be filed in accordance with § 37-90-137(10), C.R.S.

C. The pumping rates for the wells may exceed the pumping rates specified herein in order to meet water supply requirements or to produce the full acre-foot allocation of water from each aquifer, so long as no well exceeds its permitted pumping rate. Two or more wells constructed into the same aquifer shall be considered a well field. In producing water from such well field, the water right owner may withdraw the entire amount which may be produced hereunder from the particular aquifer through any combination of wells within the well field for that particular aquifer.

D. In considering applications for permits for additional wells to withdraw the ground water which is the subject of this decree, the State Engineer shall be bound by this decree and shall issue said permits in accordance with provisions of § 37-90-137(10), C.R.S. The water right owner shall not be required to submit any additional proof of matters finally determined herein when making applications for permits for wells to withdraw the ground water which is the subject of this decree, except that the State Engineer may require revised land ownership or consent to use affidavits.

E. In the event that the allowed average annual amounts decreed herein are adjusted pursuant to the retained jurisdiction of the Court, any existing permit(s) for any well(s) decreed herein shall be amended to reflect such adjusted average annual amounts. New permits for any wells herein shall likewise reflect any such adjustment of the average annual amounts decreed herein.

13. Proposed Uses of Water:

The water withdrawn pursuant to this decree may be used, reused, successively used, and stored, and after use, leased, sold, or otherwise disposed of for municipal, domestic, industrial, commercial, irrigation, stock watering, recreational, fish and wildlife, and any other beneficial purpose, to be used on or off the land described herein. This water will be produced for immediate application to said uses, for storage and subsequent application to said uses, for exchange purposes, for replacement of depletions resulting from the use of water from this or other sources, and for augmentation purposes. Moreover, the water right owner may use return flows of this ground water to replace stream depletions under a plan for augmentation approved in compliance with applicable law.

14. Conditions:

For each well constructed pursuant to this decree, the water right owner or his successors shall comply with the following conditions:

A. A totalizing flow meter shall be installed on the well discharge prior to withdrawing water therefrom. The water right owner or his successors shall keep accurate records of all withdrawals by the well, make any calculations necessary, and submit such records annually to the Water Division 1 Engineer.

B. The entire length of the open bore hole shall be geophysically surveyed prior to casing and copies of the geophysical log submitted to the Division of Water Resources. The water right owner may provide a geophysical log from an adjacent well or test hole, pursuant to Rule 9A of the Statewide Rules and acceptable to the State Engineer, which fully penetrates the aquifer, in satisfaction of the above requirement.

C. The ground water production shall be limited to the specific aquifer for which the well was designed. Plain, unperforated casing shall be installed and properly grouted to prevent withdrawal from or intermingling of water from zones other than those for which the well was designed.

D. Each well shall be permanently identified by its permit number, this Water Court Case Number, and the name of the producing aquifer on the above-ground portion of the well casing or on the pumphouse.

CONCLUSIONS OF LAW

15. The Water Court has jurisdiction over this proceeding pursuant to § 37-90-137(6), C.R.S. This Court concludes as a matter of law that the application herein is one contemplated by law. Section 37-90-137(4), C.R.S. The application for a decree confirming the water right owner's right to withdraw and use all ground water from the named nontributary and not nontributary aquifers beneath the property as described herein pursuant to § 37-90-137(4), C.R.S., should be granted, subject to the provisions of this decree. The nature and extent of the rights to nontributary and not nontributary ground water determined herein are defined by §§ 37-90-137(4) and 37-90-137(9), C.R.S. The withdrawal of the ground water decreed herein in accordance with the terms of this decree will not result in material injury to vested water rights of others. The not nontributary ground water decreed hereby may not be withdrawn except pursuant to a judicially approved augmentation plan. This ruling and decree does not adjudicate such a plan.

16. The rights to nontributary and not nontributary ground water determined herein shall not be administered in accordance with priority of appropriation. Such rights are not "conditional water rights" as defined by § 37-92-103(6), C.R.S. The provisions of § 37-92-301(4), C.R.S., requiring findings of reasonable diligence are not applicable to the ground water rights determined herein. The determination of ground water rights herein need not include a date of initiation of the withdrawal project. Rights to use ground water from the wells described in § 37-90-137(4), C.R.S., pursuant to all such determinations shall be deemed to be vested property rights. See § 37-92-305(11), C.R.S.

17. The water right owner is entitled to permits to construct wells which will withdraw nontributary ground water pursuant to § 37-90-137(4), C.R.S., and such additional wells as may be required in the future to withdraw such ground water pursuant to § 37-90-137(10), C.R.S.

18. With respect to the wells for production of not nontributary Dawson aquifer ground water, no operating wells may be constructed into such aquifer until an augmentation plan therefor has been approved by this Water Court. This decree does not grant any rights for exempt use wells, nor does it preclude the water right owner from applying for permits for same for use on the property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

19. The above amended Findings of Fact and Conclusions of Law are incorporated into this Amended Ruling and Decree of the Water Court.

20. Right to Withdraw Nontributary Ground Water:

The water right owner may withdraw the nontributary ground water herein through the wells listed above and at the locations listed above, in the average annual amounts and at the rates of flow specified therefor, subject to the limitations herein and the retained jurisdiction of this Court.

21. Replacement Obligation for Use of Nontributary Ground Water Rights:

By separate application, the water right owner will seek a plan for augmentation of depletions associated with the withdrawal of Dawson aquifer ground water decreed hereby. No such augmentation plan is sought in this case. Judicial approval of such a plan for augmentation is a condition precedent to withdrawal and use of Dawson aquifer ground water, except through exempt wells for production of the 85 acre-feet set aside hereby, which, upon application therefor, may be permitted from time to time by the State Engineer.

22. Retained Jurisdiction:

A. The Court retains jurisdiction as necessary to adjust the average annual amounts of ground water available under the property based on site specific evidence of actual local aquifer characteristics as determined from adequate information obtained from wells or test holes pursuant to § 37-92-305(11), C.R.S. Within 60 days after completion of any well decreed herein, or any test hole(s), the water right owner or any successor in interest to these water rights shall serve copies of such log(s) and well completion report, if such well is completed, upon the State Engineer and any objectors in this case.

B. At such time as adequate data are available and within four months of notice that the retained jurisdiction for such purpose has been invoked, the State Engineer shall use the information available to him to make a final determination of water rights finding. The State Engineer shall submit such finding to the Water Court and to the water right owner, and such owner shall serve a copy upon the other parties.

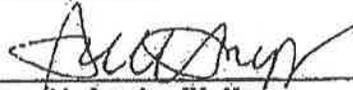
C. If no protest to such finding is made within 60 days, the Final Determination of Water Rights shall be incorporated into the decree by the Water Court. In the event of a protest, or in the event the State Engineer makes no determination within four months, such final determination shall be made by the Water Court after notice and hearing.

D. In the event the water right owner fails to invoke retained jurisdiction, the State Engineer or any party hereto may do so. In the interim, the Court retains jurisdiction in this matter pursuant to § 37-92-305(11), C.R.S.

E. Any final determination of average annual quantity of ground water available from the Dawson aquifer will reflect the release of 85 acre feet per year of the water right owners' rights in such aquifer, and any final amount determined for the Dawson aquifer shall be reduced by such 85 acre feet per year (0.121 acre-feet per acre of overlying property).

DECREE ENTERED this 12 day of June, 1996.

BY THE COURT:

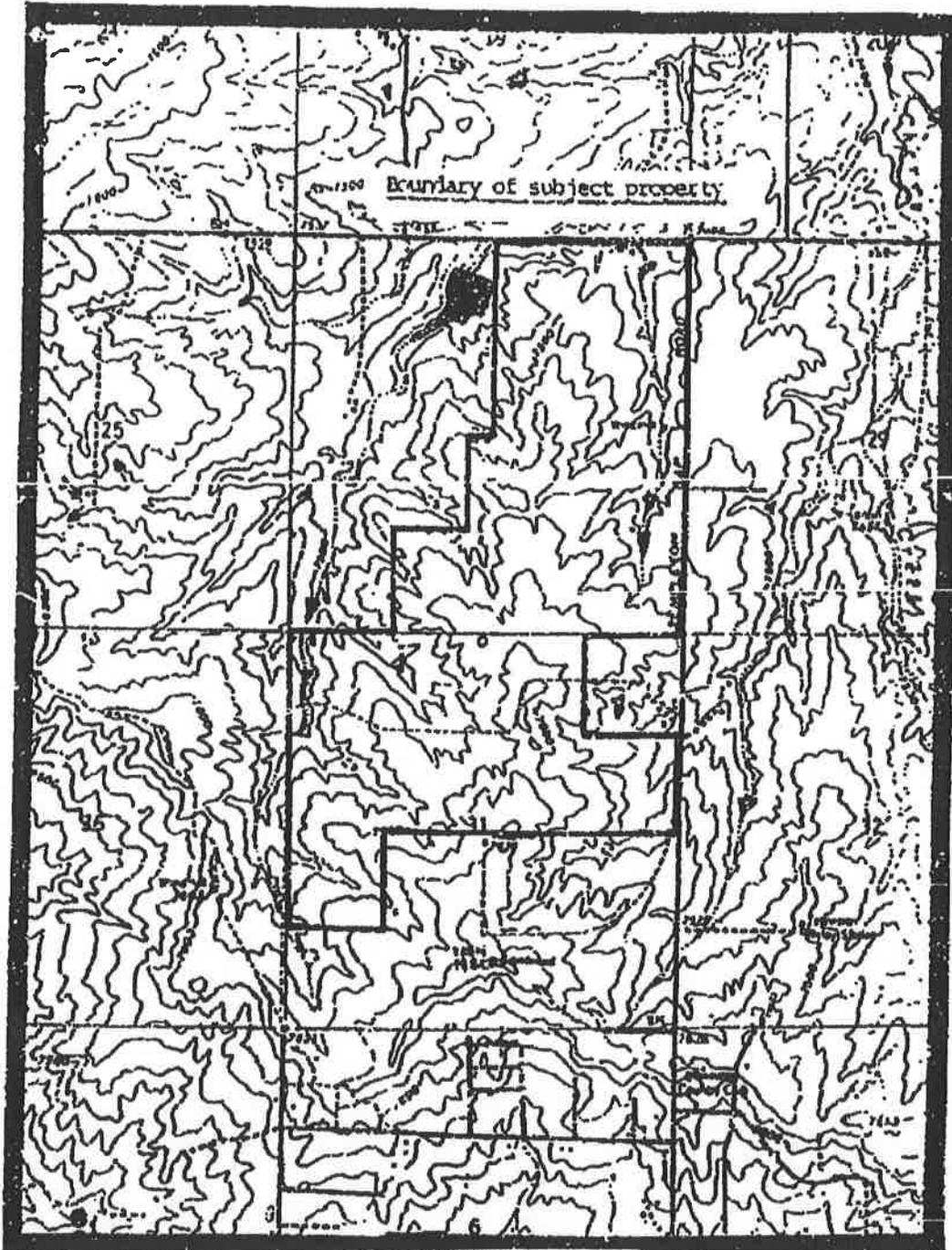


Honorable Jonathan W. Hays
Water Judge, Water Division 1
State of Colorado

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Exhibit Description</u>
A	Shamrock East Ranch General Location Map.
B	Ruling and Decree of the Water Court in Case No. 94-CW-023.
C	Original Decree in Case No. 85-CW-446.
D	Special Warranty Deed, September 12, 1995, Conveying Land Area From Shamrock To Wismer.
E	Special Warranty Deed, September 12, 1995, Conveying Certain Decreed Ground Water Rights From Shamrock To Wismer.
F	Water Rights Ownership Summary.
G	Location Map: Location of Well Sites Reserved to Shamrock Investments, LLC.
H	Listing of Existing Exempt Wells on the Property.
I	Location Map: Area Under Which 85 Acre Feet per Year of Dawson Aquifer Ground Water Rights Vacated.
J	Stipulation Dated October 13, 1994, Between Shamrock Investments, LLC, and City of Colorado Springs.

P65W



T11:

EXHIBIT A
GENERAL LOCATION MAP

DISTRICT COURT, WATER DIVISION 1, COLORADO

Case No. 94-CW-023
(85CW446)

RULING AND DECREE OF THE WATER COURT

CONCERNING THE WATER RIGHTS OF: SHAMROCK INVESTMENTS,
a Wyoming Limited Liability Company,

IN THE NONTRIBUTARY DENVER, ARAPAHOE, AND LARAMIE-FOX HILLS
AQUIFERS AND THE NOT NONTRIBUTARY UPPER LAWSON AQUIFER,

IN EL PASO COUNTY.

THIS CLAIM to amend the existing decree in Case No. 85-CW-446, entered on December 12, 1988, was filed with the Water Division Water Clerk on February 28, 1994. This ruling and decree is designed to amend such existing decree, and paragraph numbers below correspond with the paragraph numbers in the original decree. A copy of the original decree is attached hereto as Exhibit F to aid in the administration of the water rights as amended herein. All matters contained in the application having been reviewed, and testimony having been taken where such testimony is necessary, and such corrections made as are indicated by the evidence presented herein, IT IS HEREBY THE RULING OF THE WATER REFEREE:

FINDINGS OF FACT

1. Name and Address of Property Owner and Applicant:

Shamrock Investments, a Wyoming Limited Liability Company
482 Happy Canyon Road
Castle Rock, Colorado 80104

Attorney and Agent for Applicant:

Robert E. Schworn, Esquire
7800 East Union Ave., Suite 200
Denver, Colorado 80237
(303) 779-0200

2. History of Case:

A. The original application for underground water rights underlying the property described herein was filed with this Court of December 31, 1985. An amended application for underground water rights from nontributary and not nontributary sources was filed with this Court on March 31, 1987, and published in the March 1987 Water Resume for Water Division 1.

CENTRAL FILES

B. A timely statement of opposition was filed to the amended application by the City of Colorado Springs. A decree in Case No. 85-CW-446 was entered on December 12, 1988.

C. An application to amend this decree was filed on February 23, 1994, by Shamrock Investments: (1) To indicate that Shamrock Investments is the correct owner of the land and ground water rights so decreed in Case No. 85-CW-446; (2) To designate additional well sites in each aquifer at specific locations chosen by the owner; (3) To adjust the acreage of the overlying land to reflect the correct areal bounds; and (4) To vacate or release from the existing decree 85 acre-feet per year of Dawson aquifer ground water underlying the property.

D. The State and Division Engineer for Water Division 1 and the City of Colorado Springs filed a statements of opposition to this application to amend decree. No other statements of opposition or motions to intervene have been filed, and the time for filing such statements of opposition has expired.

3. Subject Matter Jurisdiction:

Timely and adequate notice of the pendency of these proceedings has been given in the manner required by law. The Water Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties, whether they have appeared or not.

4. Ownership and Location of Ground Water:

A. In this proceeding, Applicant seeks to amend the underlying decree in Case No. 85-CW-446 for the reasons stated above, while confirming all previously decreed rights to all ground water recoverable from the nontributary Denver, Arapahoe, and Larimer-Fox Hills aquifers and the not nontributary Dawson aquifer, except as stated below, underlying Applicant's property in El Paso County, Colorado.

B. The name of the owner of the property subject to this decree shall be changed to Shamrock Investments, A Wyoming Limited Liability Company.

C. The Applicant's overlying property consists of 701 acres, more or less, generally located in Sections 30 and 31, in Township 11 South, Range 65 West of the 6th P.M., in El Paso County. Applicant is the owner of the ground water rights underlying the above-described land and no part of such land lies within a designated ground water basin. A general location map of the property is attached hereto as Exhibit "A."

5. Specific Wells Claimed for Shamrock East Ranch:

The legal descriptions of the wells to be constructed under this decree, as amended, are as follows. Wells and well locations originally decreed in Case No. 85-CW-446 are deleted and replaced by the new wells and well locations designated in the application to amend such decree. All new wells and well locations are in Township 11 South, Range 65 West of the 6th P.M., in El Paso County, Colorado.

A. Dawson Aquifer:

Well No.	Quarter/Quarter		Section	Feet From	
				N-S Line	E-W Line
DA-1	NE	NE	30	200-N	1100-E
DA-2	NW	SE	30	2440-S	2440-E
DA-3	SE	SE	30	200-S	200-E
DA-4	SE	NE	31	2440-N	200-E
DA-5	NW	NW	31	200-N	200-W
DA-6	SW	NE	31	2440-N	2440-E

B. Denver Aquifer:

Well No.	Quarter/Quarter		Section	Feet From	
				N-S Line	E-W Line
D-1	NE	NE	30	100-N	1200-E
D-2	NW	SE	30	2540-S	2540-E
D-3	SE	SE	30	100-S	100-E
D-4	SE	NE	31	2540-N	100-E
D-5	NW	NW	31	100-N	100-W
D-6	SW	NE	31	2540-N	2540-E

C. Arapahoe Aquifer:

Well No.	Quarter/Quarter		Section	Feet From	
				N-S Line	E-W Line
A-1	NE	NE	30	100-N	1100-E
A-2	NW	SE	30	2440-S	2540-E
A-3	SE	SE	30	200-S	100-E
A-4	SE	NE	31	2440-N	100-E
A-5	NW	NW	31	200-N	100-W
A-6	SW	NE	31	2440-N	2540-E

D. Laramie-Fox Hills Aquifer:

Well No.	Quarter/Quarter		Section	Feet From	
				N-S Line	E-W Line
LFH-1	NE	NE	30	200-N	1200-E
LFH-2	NW	SE	30	2540-S	2440-E
LFH-3	SE	SE	30	100-S	200-E
LFH-4	SE	NE	31	2540-N	200-E
LFH-5	NW	NW	31	100-N	200-W
LFH-6	SW	NE	31	2540-N	2440-E

7. Adjusted Overlying Land Area and Average Annual Amounts of Withdrawal Available:

Based on a boundary survey of the overlying land conducted in January, 1994, the accurate areal measurement of Applicant's property is 701 acres. The decree is modified in paragraphs 4C, above, and 7A and 7B, below, to reflect this corrected land area.

A. Not Noncontributory Dawson Aquifer:

Pursuant to the Denver Basin Rules, the ground water in the Dawson aquifer underlying Applicant's property is classified as not noncontributory ground water. The hydrologic values and the adjusted average annual amount available for withdrawal from the Dawson aquifer are as follows:

Aquifer	Acreage	Sand Thickness	Specific Yield	Ave. Annual Amount
Dawson	701	485 feet	20%	676*

* Reduced by four (4) acre-feet per year which amount has been assigned to four existing exempt wells, as listed on Exhibit E hereto.

B. Nontributary Denver, Arapahoe, and Laramie-Fox Hills Aquifers:

Pursuant to the Denver Basin Rules, the ground water in the Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying Applicant's property is classified as nontributary ground water. The hydrologic values and the adjusted average annual amounts available for withdrawal from the Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying Applicant's property are as follows:

Aquifer	Acreage	Sand Thickness	Specific Yield	Ave. Annual Amount
Denver	701	504	17%	600
Arapahoe	701	235	17%	280
Lar. Fox Hills	701	200	15%	210

The hydrologic values and estimated average annual amounts used above are based upon the State Engineer's Findings, issued on August 2, 1994, attached hereto as Exhibit D.

C. Release of 85 Acre Feet Per Year of Dawson Aquifer Ground Water:

(1) The average annual amount shown in paragraph 7A, above, shall be reduced by 85 acre-feet (0.121 acre-feet per acre) per year so that such amount is vacated from the decreed average annual amount available to Applicant. Such 85 acre-feet per year, which is expressed as 0.121 acre-feet per acre of overlying property, is vacated from and no longer part of, or in any way encumbered by, this decree, as amended. The overlying land area under which the 85 acre-feet of Dawson aquifer ground water are vacated is the entire property. See Exhibit "B". Accordingly, the adjusted table showing the Dawson aquifer ground water under this decree shall be as follows:

Aquifer	Acreage	Sand Thickness	Specific Yield	Ave. Annual Amount
Dawson	701	485	20%	591

(2) By separate Stipulation, Applicant and Objector City of Colorado Springs, have agreed that any and all exempt wells which may be applied for or issued to overlying landowners shall be limited to production from the Dawson aquifer. Such Stipulation, dated October 13, 1994, is incorporated herein by this reference, and attached hereto as Exhibit "C".

CONCLUSIONS OF LAW

15. The Conclusions of Law in the decree in Case No. 85-CW-446 (paragraphs 15-17) remain in effect.

18. With respect to the wells identified herein for production of not nontributary Dawson aquifer ground water, no operating wells may be constructed into such aquifer until an augmentation plan therefor has been approved by this Water Court. This decree does not grant any rights for exempt use wells, nor does it preclude Applicant from applying for permits for same for use on the property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

19. The above amended Findings of Fact and Conclusions of Law are incorporated into this Amended Ruling and Decree of the Water Court. This paragraph and those that follow are intended to replace paragraphs 18-20 in the original decree. Paragraph 21 in the original decree remains in effect, except as amended by paragraph 22, below.

20. Right to Withdraw Nontributary Ground Water:

The Applicant may withdraw the nontributary ground water herein through the wells listed above and at the locations listed above, in the average annual amounts and at the rates of flow specified therefor, subject to the limitations herein and the retained jurisdiction of this Court.

21. Replacement Obligation for Use of Not Nontributary Ground Water Rights:

By separate application, Applicant will seek a plan for augmentation of depletions associated with the withdrawal of Dawson aquifer ground water decreed hereby. No such augmentation plan is sought in this case. Judicial approval of such a plan for augmentation is a condition precedent to withdrawal and use of Dawson aquifer ground water, except through exempt wells for production of the 27 acre-feet set aside hereby, which, upon application therefor, may be permitted from time to time by the State Engineer.

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Water Rights of Shamrock Investments
Case No. 94-CW-023 (85-CW-446)

REGISTERED PROFESSIONAL
ENGINEER
C/40

Page 7

22. Retained Jurisdiction:

Paragraph 21 of the existing decree in Case No. 85-CW-446 shall be modified by inclusion of the following provision:

Any final determination of average annual quantity of ground water available from the Dawson aquifer will reflect the release of 85 acre feet per year of Applicant's right in such aquifer, and any final amount determined for the Dawson aquifer shall be reduced by such 85 acre feet per year (0.121 acre-feet per acre of overlying property).

23. All provisions of the original decree in this matter, Case No. 85-CW-446, remain in effect unless specifically amended hereby.

RULING ENTERED this 11th day of January, 1995

By: Raymond S. Liesman
Raymond S. Liesman
Water Referee, Water Division I
State of Colorado

THE COURT DOETH FIND THAT NO PROTEST TO THE RULING OF THE REFEREE HAS BEEN FILED. THE FOREGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

DATED: 2/15/95

BY THE COURT:

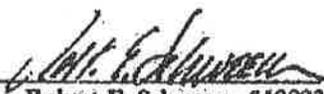
Jonathan W. Hays
Jonathan W. Hays
Water Judge, Water Division I
State of Colorado

APPROVED AS TO FORM AND CONTENT:

DUNCAN, OSTRANDER & DINGESS, P.C.

Date: _____

By: _____


Robert E. Schween, #12923
7800 East Union Avenue, Suite 200
Denver, Colorado 80237
Telephone: (303) 779-0200

ATTORNEYS FOR APPLICANT
SHAMROCK INVESTMENTS, A WYOMING
LIMITED LIABILITY COMPANY

ANDERSON, GIANUNZIO, DUDE, PIFHER & LEBEL, P.C.

Date: 10-13-94

By: _____


William Kelly Dude, #13208
104 South Cascade Avenue, Suite 204
P. O. Box 240
Colorado Springs, Colorado 80901-0240
Telephone: (719) 632-3545

ATTORNEYS FOR OBJECTOR
CITY OF COLORADO SPRINGS

FOR THE ATTORNEY GENERAL

Date: _____

By: _____

Linda L. Preston, #17954
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: (303) 866-5129

c: 94CW023.DEC

APPROVED AS TO FORM AND CONTENT:

DUNCAN, OSTRANDER & DINGESS, P.C.

Date: _____ By: _____

Robert E. Schween, #12923
7800 East Union Avenue, Suite 200
Denver, Colorado 80237
Telephone: (303) 779-0200
ATTORNEYS FOR APPLICANT
SHAMROCK INVESTMENTS, A WYOMING
LIMITED LIABILITY COMPANY

ANDERSON, GIANUNZIO, DUDE, PIFHER & LABEL, P.C.

Date: _____ By: _____

William Kelly Dude, #13208
104 South Cascade Avenue, Suite 204
P. O. Box 240
Colorado Springs, Colorado 80901-0240
Telephone: (719) 532-3545
ATTORNEYS FOR OBJECTOR
CITY OF COLORADO SPRINGS

FOR THE ATTORNEY GENERAL,

Date: 12/20/94 By: _____


Cliff Seigneur, #18981
Assistant Attorney General
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: (303) 866-5129
ATTORNEYS FOR OBJECTORS STATE ENGINEER
AND DIVISION ENGINEER FOR WATER DIVISION 1

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Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
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CENTRAL FILES

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<p>DISTRICT COURT, WATER DIVISION 2, COLORADO</p> <p>320 West 10th Street, No. 203 Pueblo, CO 81003</p> <hr/> <p>CONCERNING THE APPLICATION FOR GROUND WATER RIGHTS OF:</p> <p>THE DAVID A. WISMER AND MARY ANNE WISMER TRUST AND STATE BOARD OF LAND COMMISSIONERS, Co-Applicants,</p> <p>IN EL PASO COUNTY.</p>	<p style="text-align: right;">WATER RIGHTS STATE ENGINEER CWP</p> <p style="text-align: center;">FILED IN THE OFFICE OF THE CLERK, DISTRICT COURT WATER DIV. NO. 2 STATE OF COLORADO</p> <p style="text-align: center;">JUN 17 2005</p> <p style="text-align: center;">CLERK</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys: Lusanna J. Ro, No. 28806 Office of the Colorado Attorney General 1525 Sherman Street, 5th Floor Denver, Colorado 80203 Tele: 303-868-6002 ATTORNEYS FOR CO-APPLICANT STATE BOARD OF LAND COMMISSIONERS</p> <p>and</p> <p>Robert E. Schween, No. 12923 Robert E. Schween, P.C. 8231 South Winnipeg Circle Aurora, Colorado 80018 Tele: 303-890-8451 ATTORNEYS FOR CO-APPLICANT DAVID A. WISMER AND MARY ANNE WISMER TRUST</p>	<p>Case Number: 2004-CW-098</p>
<p style="text-align: center;">FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, JUDGMENT AND DECREE OF THE WATER COURT</p>	

THIS MATTER has come before the Court upon the application of the David A. Wismer and Mary Anne Wismer Trust ("Trust") and Intervenor and joined Co-Applicant State Board of Land Commissioners ("SBLC") for a determination of all ground water rights in the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying certain property in El Paso County. Such property, a section of land containing 640 acres, more or less, described hereinbelow and in the application, is owned by Co-Applicant Trust, but ownership and use of the underlying ground water was retained by Co-Applicant SBLC in its patent of the land to Co-Applicant Trust for a period of 50 years (until February 27, 2048), after which such rights in the underlying ground water are to be conveyed to the Trust.

By agreement of the Co-Applicants, the underlying ground water is to be adjudicated herein by both Co-Applicants. Accordingly, having considered the evidence in this matter, the Court now enters this ruling and decree, as follows:

CENTRAL FILES

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<p>Attorneys: Lusanna J. Ro, No. 28808 Office of the Colorado Attorney General 1525 Sherman Street, 5th Floor Denver, Colorado 80203 Tele: 303-868-8002 ATTORNEYS FOR CO-APPLICANT STATE BOARD OF LAND COMMISSIONERS</p> <p>and Robert E. Schween, No. 12923 Robert E. Schween, P.C. 8231 South Winnipeg Circle Aurora, Colorado 80018 Tele: 303-890-8451 ATTORNEYS FOR CO-APPLICANT DAVID A. WISMER AND MARY ANNE WISMER TRUST</p>	<p>Case Number: 2004-CW-098</p>
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COUNTY _____
DATE 10.20.18 TIME _____

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<p>DISTRICT COURT, WATER DIVISION 2, COLORADO</p> <p>320 West 10th Street, No. 203 Pueblo, CO 81003</p> <hr/> <p>CONCERNING THE APPLICATION FOR GROUND WATER RIGHTS OF:</p> <p>THE DAVID A. WISMER AND MARY ANNE WISMER TRUST AND STATE BOARD OF LAND COMMISSIONERS, Co-Applicants,</p> <p>IN EL PASO COUNTY.</p>	<p>WATER RESOURCES STATE ENGINEER CORP</p> <p>FILED IN THE OFFICE OF THE CLERK, DISTRICT COURT WATER DIV. NO. 2 STATE OF COLORADO</p> <p>JUN 17 2005</p> <p>CLERK</p> <p>▲ COURT USE ONLY ▲</p>
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By agreement of the Co-Applicants, the underlying ground water is to be adjudicated herein by both Co-Applicants. Accordingly, having considered the evidence in this matter, the Court now enters this ruling and decree, as follows:

FINDINGS OF FACT

1. **Name and Address and Telephone Nos. of Applicants:**

State Board of Land Commissioners
1313 Sherman Street, Suite 621
Denver, Colorado 80203
Telephone: 303-866-3454

The David A. Wismer
and Mary Anne Wismer Trust
15555 Highway 83
Colorado Springs, Colorado 80921
Telephone: 719-495-8665

2. **History of the Case:**

A. An Application for a determination of ground water rights underlying Property subject to this ruling and decree was filed in the Water Court for Water Division 2 on November 19, 2004, by the Co-Applicant Trust. A timely statement of opposition and motion to intervene was filed by the SBLC. Co-Applicant Trust consented to the joinder of the SBLC as a Co-Applicant in this case. By Order of the Court dated February 17, 2005, intervention was granted and the SBLC was joined as a Co-Applicant. No other statements of opposition or motions to intervene in this matter have been filed, and the time period for filing same has expired.

B. The Office of the State Engineer issued its Determination of Facts in this matter on January 25, 2005. All findings of fact made in this ruling and decree are consistent with the findings of fact in such Determination of Facts.

C. The overlying property which is the subject of this application is 640 acres, more or less, consisting of all of Section 36, Township 11 South, Range 66 West of the 6th P.M., in El Paso County, as shown on the General Location Map, Exhibit A hereto ("Property"), and as described in the Property Legal Description, Exhibit B hereto.

3. **Purpose of the Application:** The purpose for filing the original application in this matter was to adjudicate the Denver Basin aquifer ground water rights underlying the subject parcel ("Property"). No augmentation plan for the use of not-nontributary ground water was requested.

4. **Subject Matter Jurisdiction:** Timely and adequate notice of the pendency of these proceedings has been given in Water Division 2 in the manner required by law. The Water Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties, whether they have appeared or not.

5. Aquifers and Location of Ground Water:

A. Co-Applicants seek a decree for rights to all ground water recoverable from the not-nontributary Dawson and Denver aquifers and the nontributary Arapahoe and Laramie-Fox Hills aquifers underlying the Property in El Paso County, Colorado. The Property which overlies the subject ground water consists of 640 acres, more or less, as described in Exhibit B hereto.

B. Co-Applicant SBLC is the owner of all ground water rights underlying the Property and has the right to withdraw such ground water under Colorado law. Section 37-90-137(4), C.R.S. Co-Applicant Trust is the owner of the overlying land and successor in interest by patent of such rights to such ground water at the expiration of the SBLC's 50-year ownership interest. See Patent No. 8167, attached as Exhibit C hereto. No part of such lands lies within a designated ground water basin.

6. Specific Wells Claimed and Well Permits:

A. The Property is subject to a Conservation Easement. The Conservation Easement acknowledges that the ground water interests (other than production from exempt wells) on the Property have been reserved by the SBLC for a period of fifty (50) years beginning on February 27, 1998, and neither the Trust nor the Grantee of the Conservation Easement have the right or ability to prohibit the development of such ground water interests. Further, the Conservation Easement and the SBLC acknowledge that after February 27, 2048, SBLC's reservation expires and all interests in such ground water are to be conveyed to the Trust.

B. The specific location for the initial well or wells to be constructed under this ruling and decree has not been determined at this time. Co-Applicants have the legal right, nevertheless, to construct and complete such well(s) into each aquifer anywhere on the overlying property as necessary to obtain the full average annual amount from each aquifer pursuant to the terms and conditions of this ruling and decree, and in accordance with § 37-90-137(10), C.R.S.

C. Co-Applicants or their successor(s) shall request a well permit from the Division of Water Resources to construct each such well to be located on the Property described herein at such time as Co-Applicants foresee the need for such well. Such well permit shall be granted pursuant to the terms and conditions of this ruling and decree.

7. Average Annual Amounts of Withdrawal Available:

A. Pursuant to the Denver Basin Rules, the ground water in the Arapahoe and Laramie-Fox Hills aquifer underlying the Property, as described herein, is classified as nontributary ground water, as defined in § 37-90-103(10.5), C.R.S. Accordingly, the developer and user of such ground water is required to relinquish two percent (2%) of withdrawals of such ground water to the stream system.

B. The ground water contained in the Dawson and Denver aquifers at this location is classified not-nontributary as defined in § 37-90-103(10.7), C.R.S. Thus, withdrawals of such ground water will require replacement to the stream system of the actual amounts of modeled stream depletions, or four percent of the amount of such withdrawals (as will be the case for Denver aquifer withdrawals from locations more than one mile from the point of contact between the aquifer and the stream system) caused by such pumping, pursuant to a judicially approved plan for augmentation. No such augmentation plan is adjudicated by this ruling and decree.

C. The average annual amounts available in acre-feet for withdrawal from each of the underlying aquifers are as follows:

<u>Aquifer</u>	<u>Acres</u>	<u>Sat. Sand Thickness</u>	<u>Specific Yield</u>	<u>Avg. Ann. Amounts</u>
Dawson	640	410	20 %	515 AF *
Denver	640	530	17 %	577 AF
Arapahoe	640	220	17 %	239 AF
Laramie-Fox Hills	640	190	15 %	182 AF

* Ten (10) acre-feet per year from the Dawson aquifer were left unadjudicated so that such amount would be available for allocation to exempt wells on the Property. The Agreement to Exchange Real Property between the SBLC and the Trust, dated December 18, 1996, acknowledges that under the terms of the Conservation Easement, the Trust retains the right to apply for and obtain exempt water wells.

D. The above values and amounts listed for the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers are consistent with the Office of the State Engineer Determinations of Facts, issued on January 25, 2005, in this case.

8. Estimated Average Pumping Rates and Well Depths:

A. The following are the estimated average pumping rates and well depths by aquifer:

<u>Aquifer</u>	<u>Rate of Flow</u>	<u>Depth</u>
Dawson	15 gpm	920 feet
Denver	50 gpm	1820 feet
Arapahoe	250 gpm	2380 feet
Laramie-Fox Hills	100 gpm	3030 feet

B. The above estimated average rates of withdrawal are not to be construed as maximum production rates, which are to be specified on the well permit.

C. Well depths indicated above are those shown in the State Engineer's Determinations of Fact, but such depths may vary somewhat from those depths shown above based on surface topography at the specific well location.

9. Final Average Annual Amounts of Withdrawal:

A. Final determinations of the applicable average saturated sand thicknesses and resulting average annual amounts available to Co-Applicants from each aquifer will be made pursuant to the retained jurisdiction of this Court, as described in Paragraph 23 of this ruling and decree. In the event this ruling and decree is not reopened for a further quantitative determination, the findings herein are final and controlling.

B. The allowed annual amount of ground water which may be withdrawn from such aquifers through the wells initially constructed and any additional wells, pursuant to § 37-80-137(10), C.R.S., may exceed the average annual amount of withdrawal, as long as the total volume of water actually withdrawn through such wells and any additional wells therefor subsequent to the date of this decree does not exceed the product of the number of years since the date of the issuance of the well permits or the date of this decree, whichever is earliest in time, multiplied by the average annual amount of withdrawal, as specified above or as subsequently determined pursuant to the retained jurisdiction of the Court.

10. Limitations on Consumption of Nontributary Ground Water:

A. The ground water to be withdrawn from the Arapahoe and Laramie-Fox Hills aquifers under this ruling and decree is "nontributary ground water" as defined in § 37-90-103(10.5), C.R.S., and in the Denver Basin Rules, 2 CCR 402-6, the withdrawal of which will not, within 100 years, deplete the flow of a natural stream, including a natural stream as defined in §§ 37-82-101(2) and 37-92-102(1)(b), C.R.S., at an annual rate greater than 1/10 of 1% of the annual rate of withdrawal.

B. Co-Applicants may not consume more than 98% of the annual quantity of water withdrawn from such nontributary aquifer. The relinquishment of 2% of the annual amount of water withdrawn to the stream system, as required by the Denver Basin Rules, may be satisfied by any method selected by the Co-Applicants and satisfactory to the State Engineer, so long as Co-Applicants can demonstrate that an amount equal to 2% of such withdrawals (by volume) has been relinquished to the stream system.

C. The vested water rights of others will not be materially injured by such withdrawals as described hereby, so long as such withdrawals are made pursuant to the terms of this ruling and decree. Withdrawals hereunder are allowed on the basis of an aquifer life of 100 years, assuming no substantial artificial recharge within 100 years.

D. No material injury to vested water rights of others will result from the issuance of permits for wells or the exercise of the rights and limitations specified in this decree.

11. **Condition Precedent to Use of Not-Nontributary Ground Water:**

A. Ground water in the Dawson and Denver aquifers at this location has been determined to be not-nontributary, as that term is defined at § 37-90-103(10.7), C.R.S.

B. Pursuant to § 37-90-137(9)(c), C.R.S., such not-nontributary ground water may not be withdrawn and used until a judicially approved plan of augmentation has been obtained providing adequate replacement for stream depletions, as applicable, caused by such withdrawals. No such plan is adjudicated in this ruling and decree.

12. **Well Locations, Additional Wells, Well Fields and Adjustment of Well Permits:**

A. **Well Locations:** Co-Applicants propose to construct their wells as required by demands over time. Wells may be drilled and constructed pursuant to this ruling and decree at any location on the overlying land area described herein, pursuant to well permits to be issued in accordance with § 37-90-137(10), C.R.S.

B. **Additional Wells:** In addition to the initial well(s) to be permitted and constructed pursuant to this ruling and decree, Co-Applicants may construct additional and replacement wells in order to maintain levels of production, to meet water systems demands, or to recover the entire amount of ground water in the subject aquifers underlying the subject property, as described herein. As additional wells are planned or needed, applications shall be filed in accordance with § 37-90-137(10), C.R.S.

C. **Well Fields:** Two or more wells constructed into the same aquifer shall be considered a well field. In producing water from such well field, Co-Applicants or their successor(s) may withdraw the entire amount which may be produced hereunder from the particular aquifer through any combination of wells within the well field for that particular aquifer.

D. **Adjustment of Well Permits:** In the event that the allowed average annual amounts decreed herein are adjusted pursuant to the retained jurisdiction of the Court, the well permittee shall obtain new well permits prior to withdrawing such adjusted average annual amounts. New permits for any wells herein shall likewise reflect any such adjustment of the average annual amounts decreed herein.

13. **Proposed Uses of Water:** The water withdrawn pursuant to this ruling and decree may be used, reused, and successively used and after use, leased, sold, or otherwise disposed of for domestic, commercial, irrigation, stock watering, recreational, fish and wildlife, fire protection, and any other beneficial purpose, to be used on or off the land described in Paragraph 4. This water will be produced for immediate application to said uses, for storage and subsequent application to said uses, for exchange purposes, for replacement of depletions resulting from the use of water from other sources, and for augmentation purposes.

14. **Conditions:** For each well constructed pursuant to this decree, the well permittee shall comply with the following conditions:

A. A totalizing flow meter shall be installed on each well discharge prior to withdrawing any water from the well. Co-Applicants or their successor(s) shall keep accurate records of all withdrawals by the proposed wells, make any calculations necessary, and submit such records to the Water Division 2 Engineer on an annual basis or as otherwise requested by the Division Engineer.

B. The entire length of the open bore hole shall be geophysically surveyed prior to casing and copies of the geophysical log submitted to the Division of Water Resources. Co-Applicants may provide a geophysical log from an adjacent well or test hole, pursuant to Rule 9A of the Statewide Rules and acceptable to the State Engineer, which fully penetrates the aquifer, in satisfaction of the above requirement.

C. The ground water production shall be limited to the specific aquifer for which the well was permitted. Plain, unperforated casing must be installed and properly grouted to prevent withdrawal from or intermingling of water from zones other than those for which the well was designed.

D. Each well shall be permanently identified by its permit number, this Water Court Case Number, and the name of the producing aquifer on the above-ground portion of the well casing or on the pumphouse.

CONCLUSIONS OF LAW

15. The Water Court has jurisdiction over this proceeding pursuant to § 37-90-137(6), C.R.S. This Court concludes as a matter of law that the application herein is one contemplated by law. Sections 37-90-137(4) and (9), C.R.S. The application for a decree confirming Co-Applicants' right to withdraw and use all ground water from the named nontributary aquifers beneath the property as described herein pursuant to § 37-90-137(4), C.R.S., should be granted, subject to the provisions of this decree.

16. The nature and extent of the rights to nontributary and not-nontributary ground water determined herein are defined by §§ 37-90-137(4) and (9), C.R.S. The withdrawal of the ground water decreed herein in accordance with the terms of this decree will not result in material injury to vested water rights of others. The not-nontributary Dawson and Denver aquifer ground water decreed hereby may be withdrawn only pursuant to a subsequent judicially approved augmentation plan.

17. Return flows from domestic and irrigation uses, as contemplated herein, are an acceptable source for replacement of stream depletions, so long as the quantity of such projected return flows meets or exceeds the modeled actual stream depletions.

18. The rights to nontributary and not-nontributary ground water determined herein shall not be administered in accordance with priority of appropriation. Such rights are not "conditional water rights" as defined by § 37-92-103(6), C.R.S. The provisions of § 37-92-301(4), C.R.S., requiring findings of reasonable diligence are not applicable to the ground water rights determined herein. The determination of ground water rights herein need not include a date of initiation of the withdrawal project. See § 37-92-305(11), C.R.S.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

19. The Findings of Fact and Conclusions of Law set forth above are hereby incorporated into the terms of this Decree as if same were fully set forth herein.

20. The ground water subject to this ruling and decree is adjudicated in the name of the State Board of Land Commissioners until February 27, 2048, and thereafter in the name of Co-Applicant Trust.

21. Full and adequate notice in the application in this matter was given, and the Court has jurisdiction over the subject matter and over the parties, whether they have appeared or not. For the purposes of jurisdiction over this matter, § 37-92-302(2), C.R.S., does not require that the application be supplemented with a well permit or evidence of a well permit denial.

22. **Right to Withdraw Nontributary Ground Water:**

A. The Co-Applicants may withdraw the nontributary ground water subject to this decree through wells to be permitted by the State Engineer's Office at any location on the overlying land, or through any duly authorized additional or replacement wells thereto, and in the amounts and at the estimated average rates of flow specified therefor, subject to the limitations herein and the retained jurisdiction of this Court. Rights to use ground water from the wells described in § 37-90-134(4), C.R.S., pursuant to all such determinations shall be deemed to be vested property rights. See § 37-92-305(11), C.R.S.

B. Ground water withdrawals pursuant to this ruling and decree may be made in the quantities decreed herein and may be used for all beneficial purposes listed hereinabove.

23. **Retained Jurisdiction as to Ground Water Adjudication:**

A. The Court retains jurisdiction as necessary to adjust the average annual amounts of nontributary and not nontributary ground water available under the Property to conform to actual local aquifer characteristics as determined from adequate information obtained from wells, pursuant to § 37-92-305(11), C.R.S. Within 60 days after completion of any well decreed herein, or any test hole(s), Co-Applicants or any successor(s) in interest to these water rights shall serve copies of such log(s) upon the State Engineer.

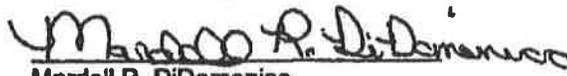
B. Within five years from the date this decree is entered and at such time as adequate data are available, any person including the State Engineer may invoke the Court's retained jurisdiction to make a Final Determination of Water Right. Within four months of notice that the retained jurisdiction for such purpose has been invoked, the State Engineer shall use the information available to him to make a final determination of water rights finding. The State Engineer shall submit such finding to the Water Court and to the Co-Applicants.

C. If no protest to such finding is made within 60 days, the Final Determination of Water Rights shall be incorporated into the decree by the Water Court. In the event of a protest, or in the event the State Engineer makes no determination within four months, such final determination shall be made by the Water Court after notice and hearing.

D. In the interim, the Court retains jurisdiction over this matter pursuant to the directive found at § 37-92-305(11), C.R.S.

24. Upon entry of this decree of the Water Court, Co-Applicants shall have the decree recorded in the real property records of El Paso County.

RULING ENTERED this 24th day of May, 2005.


Mardell R. DiDomenico
Water Referee
Water Division 2, Colorado

THE COURT DOETH FIND THAT NO PROTEST TO THE RULING OF THE REFEREE HAS BEEN FILED.

THE FOREGOING RULING IS THEREFORE CONFIRMED AND APPROVED AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS WATER COURT.

Date:

6/17/05

BY THE COURT:


Honorable C. Dennis Maes
Water Judge
Water Division 2, Colorado

APPROVED AS TO FORM AND CONTENT:

OFFICE OF THE ATTORNEY GENERAL

By: *Lusanna J. Ro*
Lusanna J. Ro, No. 28806

ATTORNEYS FOR CO-APPLICANT STATE BOARD
OF LAND COMMISSIONERS

ROBERT E. SCHWEEN, P.C.

By: *Robert E. Schween*
Robert E. Schween, No. 12923

ATTORNEY FOR CO-APPLICANT DAVID A. WISMER
AND MARY ANNE WISMER TRUST

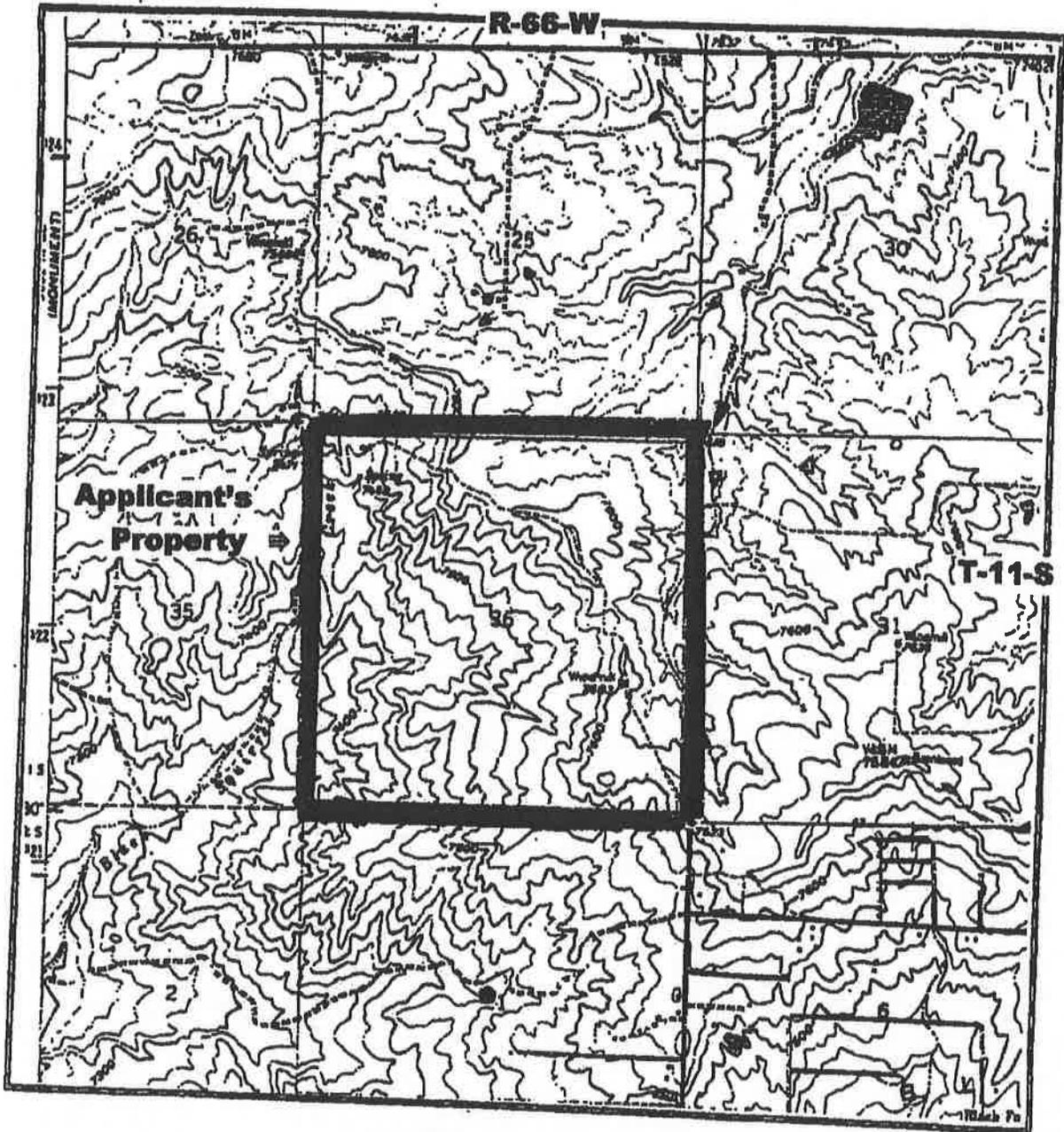
Case No. 04-CW-098, Water Division 2

TABLE OF EXHIBITS

Exhibit A	General Location Map.
Exhibit B	Property Legal Description.
Exhibit C	Patent No. 8167.

c: Wismer-04CW098.RUL

*C: State/Dunsmuir Engineers
R. Schween
d. Ro
620-05
RD*



● TOPOGRAPHIC MAP ●
(Contour Intervals - 20 Feet)

FROM USGS BLACK FOREST QUADRANGLE MAP
REVISED 1969 AND 1975

EXHIBIT A
General Location Map

Application of David A. Wismer and Mary Anne Wismer Trust

LEGAL DESCRIPTION OF THE PROPERTY

**IN TOWNSHIP ELEVEN SOUTH (T11S), RANGE SIXTY-SIX WEST (R66W),
OF THE SIXTH PRINCIPAL MERIDIAN (6TH PM)**

Section Thirty-six (36): All

**Containing Six Hundred Forty and No/One Hundredths (640.00)
acres, more or less, according to U.S. government survey.**

EXHIBIT B



PATENT NO. 8167

This patent is made this 27 day of February, 1978, by the STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS ("BOARD") to DAVID A. WISMER and MARY ANNE WISMER as co-trustees for benefit of the DAVID A. WISMER and MARY ANNE WISMER TRUST dated APRIL 9, 1980 and restated MARCH 31, 1986, ("WISMER") whose address is 15555 Highway 83, Colorado Springs, Colorado, 80921;

WHEREAS, pursuant to an Exchange Agreement (Agreement) and to Board Order No. 94-290 dated July 30 & 31, 1996, the Board and Wismer agreed to exchange Real Property; and

WHEREAS, the Replacement Property to be conveyed to the Board pursuant to the Agreement will be of equal or greater value to the lands to be conveyed by the BOARD, pursuant to the terms of the Agreement; and

WHEREAS, the Board has determined that this action is in the best interests of the trusts it administers;

NOW THEREFORE, in consideration of the lands being conveyed to the Board and other consideration described in the Agreement, the BOARD OF LAND COMMISSIONERS hereby grants, conveys, deeds and relinquishes to Wismer, as co-trustees for benefit of the DAVID A. WISMER and MARY ANNE WISMER TRUST dated APRIL 9, 1980 and restated MARCH 31, 1986, its successors and assigns forever, the following described School lands in EL PASO County, State of Colorado, ("State Property") to wit:

SCHOOL TRUST LANDS

**TOWNSHIP ELEVEN SOUTH (T11S), RANGE SIXTY-SIX WEST (R66W),
OF THE SIXTH PRINCIPAL MERIDIAN (6TH PM)**

Section Thirty-six (36):

All

Containing Six Hundred Forty and No/one-hundredths (640.00) acres, more or less, according to U.S. government survey.

RESERVING, however, to the State of Colorado, all rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas or other like substance in or under said land and geothermal resources, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances.

Also, reserving to the Board, for a period of fifty (50) years, all water underlying the State Property from the Dawson-Arkose, Denver, Arapahoe, Laramie-Fox Hills and Dakota aquifers and rights of ingress and egress for the purpose of exploring the same together with enough of the surface as may be necessary for the proper and convenient working of such water, and the Board shall convey to Wismer such water rights in perpetuity thereafter.

Subject to any and all covenants, restrictions, easements or rights-of-way whether or not of record and shall further be subject the Conservation Easement pursuant to the Agreement.

TO HAVE AND TO HOLD, the hereinabove described lands together with any and all rights, appurtenances and privileges thereto to DAVID A. WISMER and MARY ANNE WISMER as co-trustees for benefit of the DAVID A. WISMER and MARY ANNE WISMER TRUST dated APRIL 9, 1980 and restated MARCH 31, 1986, its successors and assigns forever.

IN WITNESS WHEREOF, I, ROY ROMER, Governor of the
STATE of COLORADO has caused this patent to be executed
by its duly authorized officers and its seal hereunto affixed this
31st day of December, 1996.



Roy Romer

STATE SEAL

ATTEST:



Secretary of State

LAND BOARD SEAL

STATE OF COLORADO
ACTING BY AND THROUGH THE
STATE BOARD OF LAND COMMISSIONERS


Maxine F Stewart, President

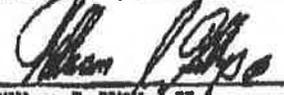

Robert E. Mallander, Register


John S. Wilkes III, Engineer

State of Colorado)
City and) ss.
County of Denver)

Patent 8167 was acknowledged before me this 17th day of December 1996, by
Maxine F Stewart as President, Robert E. Mallander as Register, and John S. Wilkes III
as Engineer of the COLORADO STATE BOARD OF LAND COMMISSIONERS.

WITNESS my hand and official seal


William J. Kimp, II
NOTARY PUBLIC

My Commission Expires: AUGUST 6, 1999

Certified to be a full, true and correct copy of the original in my custody.

Dated OCT 17 2017

Rachael L. Erickson

Clerk of the District Court
Weld County, Colorado

[Signature]
Deputy

Chuck Broerman
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El Paso County, CO

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DISTRICT COURT, WATER DIVISION NO. 1, STATE OF COLORADO		DATE FILED: October 6, 2017 2:33 PM
Weld County Courthouse 901 9 th Avenue P.O. Box 2038 Greeley, Colorado 80631 (970) 475-2400		▲ COURT USE ONLY ▲
Concerning the Application for Water Rights of: Applicant: PRI #2, LLC, in El Paso County		Case No. 16CW3190 <i>Combined with Case No. 16CW3097, Water Div. 2</i>
FINDINGS AND RULING OF THE REFEREE AND DECREE OF THE WATER COURT		

THIS MATTER comes on for consideration by the Water Referee upon the Application for Approval of Plan for Augmentation for use of Not Nontributary Groundwater and Approval of Well Field for Contiguous Parcels of Land with Overlapping Cylinders of Appropriation filed on behalf of PRI #2, LLC, a Colorado limited liability company, in El Paso County.

All matters contained in the application were reviewed, and testimony was taken where such testimony was necessary and such corrections made as were indicated by the evidence presented. The Referee, being fully advised in the premises, does hereby find:

FINDINGS OF FACT

1.1 The subject application was filed with the Water Clerk, Water Division 1, on December 29, 2016. A substantially identical application was also filed with the Water Clerk, Water Division 2, on December 30, 2016. The name and address of Applicant is:

PRI #2, LLC
6385 Corporate Drive, Ste. 200
Colorado Springs, Colorado 80919

1.2 Timely statements of opposition were filed in Water Division 2 by Cherokee Metropolitan District ("Cherokee") and by the City of Colorado Springs, acting through its enterprise, Colorado Springs Utilities ("Colorado Springs Utilities"). The time for filing additional Statements of Opposition has expired and no other person has entered an appearance herein.

1.3 Timely and adequate notice of the pendency of these proceedings in rem has been given in the manner required by law. On March 2, 2017, Applicant filed a Motion for Consolidation with the Panel on Consolidated Multidistrict Litigation for an Order transferring

Return to:

Alan G. Hill
Hill and Pollock, LLC
1528 Wazee Street
Denver, CO 80202

the case filed in Water Division 2 (16CW3097) to Water Division 1 and for assignment of the Water Judge for Water Division 1 to hear the consolidated cases. On April 4, 2017, an Order was entered in Case No. 17MD5 by the Chief Justice of the Colorado Supreme Court pursuant to C.R.C.P. 42.1(i) appointing James F. Hartmann, judge of Water Division 1, (or a successor judge as may be assigned by the chief judge of that district) to hear the consolidated cases. Therefore, this court has exclusive jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties whether they have appeared or not. The water judge referred the application to the water referee.

1.4 The referee has reviewed and considered the Consultation Report of the Division Engineer for Water Division No. 1, which was held on March 23, 2017, and filed on March 31, 2017.

1.5 The land and water rights involved herein are not included within the boundaries of any designated ground water basin.

1.6 The purpose of this application is to obtain approval of a plan for augmentation for Dawson aquifer not nontributary well pumping, and for approval of a well field for contiguous parcels of land with overlapping cylinders of appropriation.

1.7 Applicant and Opposer Colorado Springs Utilities have entered into a Stipulation and Agreement dated August 23, 2017 in which the Colorado Springs Utilities has agreed to the entry of these Findings and Ruling of the Referee and Decree of the Water Court. Applicant and Opposer Cherokee have entered into a Stipulation and Agreement approved by order dated August 18, 2017 in which Cherokee has agreed to the entry of these Findings and Ruling of the Referee and Decree of the Water Court.

AUGMENTATION FOR USE OF NOT NONTRIBUTARY DAWSON AQUIFER GROUND WATER

2.1 Applicant owns certain groundwater rights underlying approximately 701 acres, more or less, located generally in Sections 30 and 31, Township 11 South, Range 65 West of the 6th P.M., in El Paso County ("701 acre parcel"), which were decreed in Case No. 94CW023(B), Water Division No. 1 (entered June 12, 1996), which amended an original decree in Case No. 85CW446, Water Division No. 1. A map depicting the 701 acres is attached as Exhibit A, and the legal description is attached as Exhibit B. The Applicant also owns approximately 640 acres, more or less, located generally in Section 36, Township 11 South, Range 66 West of the 6th P.M., in El Paso County ("640 acre parcel"). References herein to "Subject Property" is to the approximately 1341 acres that includes the 701 acre parcel and the 640 acre parcel. Applicant's predecessor-in-interest entered into a Groundwater Production Lease, No. OT-109328, with the State Board of Land Commissioners, pursuant to which Applicant leased the not nontributary and nontributary groundwater underlying the 640 acres, decreed in Case No. 04CW098, Water Division No. 2 (entered June 17, 2005) through February 27, 2048. On that date, all of the groundwater rights revert to the Applicant. A map depicting the 640 acres is attached as Exhibit

A, and the legal description is attached as Exhibit C. The Subject Property may be developed as a residential subdivision consisting of (283 single family residences, including irrigation and common area facilities, which will be supplied pursuant to this decree. Each single family residence shall have an individual Dawson aquifer well. Annual diversions of groundwater (from individual wells and central supply wells) from the Dawson aquifer pursuant to the plan for augmentation decreed herein will not exceed 198 acre-feet.

2.2 Applicant seeks a decree providing for the augmentation of wells withdrawing water from the not nontributary Dawson aquifer beneath the Subject Property. Applicant intends to use the Dawson aquifer wells for the residential development described herein on the Subject Property, including, but not by way of limitation, in-house use, exterior household uses, landscape irrigation, common area irrigation and common area amenities.

2.3 Water Rights to be Augmented:

- 2.3.1 Applicant is the owner of 20,100 acre-feet of groundwater in the not nontributary Dawson aquifer decreed in Case No. 94CW23(B), Water Division No. 1, State of Colorado, entered on June 12, 1996. Accordingly, the maximum annual average entitlement of not nontributary groundwater owned by Applicant in the Dawson aquifer underlying the 701 acre parcel is 201 acre-feet.
- 2.3.2 Paragraph 18 of the decree entered in Case No. 94CW23(B) requires judicial approval of a plan for augmentation as a condition precedent to the withdrawal of the Dawson aquifer groundwater decreed therein. Applicant seeks approval of a plan for augmentation entitling applicant to withdraw its Dawson aquifer groundwater. The terms and conditions of the decree entered in Case No. 94CW23(B) shall continue in full force and effect.
- 2.3.3 Applicant is the lessee (and eventual owner) of 51,500 acre-feet of groundwater in the not nontributary Dawson aquifer decreed in Case No. 04CW098, Water Division No. 2, State of Colorado, entered on May 24, 2005. Accordingly, the maximum annual average entitlement of not nontributary groundwater leased by Applicant in the Dawson aquifer underlying the 640 acre parcel is 515 acre-feet.
- 2.3.4 These entitlements (716 acre-feet of Dawson aquifer groundwater annually) are based on a 100-year aquifer life. Based upon a 300-year aquifer life, 238.6 acre-feet per is available annually. This is intended to satisfy El Paso County's 300-year water supply requirement for 283 single family residences, which is based on annual water demand from the Dawson aquifer of 198 acre-feet.
- 2.3.5 Paragraph 11 of the decree entered in Case No. 04CW098 requires judicial approval of a plan for augmentation as a condition precedent to the

withdrawal of the Dawson aquifer groundwater decreed therein. Applicant seek approval of a plan for augmentation entitling Applicant to withdraw its Dawson aquifer groundwater. The terms and conditions of the decree entered in Case No. 04CW098 shall continue in full force and effect.

2.4 Water Rights to be Used for Augmentation:

2.4.1 Applicant proposes to replace depletions caused during pumping of the wells with non-evaporative septic system return flows. These return flows during pumping exceed the amount of stream depletions, which, based on the State Engineer's computer model DA02, are estimated to gradually increase to a maximum of approximately twenty-two percent (22%) of annual pumping in the 300th year, or approximately 43,765 acre-feet based on 198 acre-feet of pumping. Approximately 100 homes and Dawson wells and return flows therefrom will be in the Arkansas River drainage, and approximately 183 homes and Dawson aquifer wells and return flows therefrom will be in the South Platte River drainage.

2.4.2 Applicant is the owner of 20,400 acre-feet of groundwater in the nontributary Laramie-Fox Hills aquifer decreed in Case No. 94CW23(B), and leases 18,200 acre-feet of groundwater in the nontributary Laramie-Fox Hills aquifer decreed in Case No. 04CW098, and is the owner of 20,800 acre-feet of groundwater in the nontributary Laramie-Fox Hills aquifer decreed in Case Nos. 99CW218 and 00CW079, Water Division No. 1. Accordingly, the maximum annual average entitlement of nontributary groundwater owned by Applicant in the Laramie-Fox Hills aquifer, and available for withdrawal, is 594 acre-feet. Applicant seeks to replace post-pumping depletions resulting from pumping the Dawson aquifer wells with the nontributary Laramie-Fox Hills groundwater described in this paragraph; however, Applicant reserves the right to replace such depletions with any judicially acceptable source of augmentation water.

2.5 Statement of Plan for Augmentation:

2.5.1 Applicant intends to use the Dawson aquifer wells for a residential development on the Subject Property, including, but not by way of limitation, for in-house use, exterior household uses, landscape irrigation, common area irrigation and common area amenities. It is anticipated that 283 single family residences, including irrigation, will be supplied pursuant to this plan for augmentation, together with the common area facilities. Total annual diversions of groundwater from the Dawson aquifer pursuant to this plan for augmentation from all the wells combined shall not exceed 198 acre-feet. Inhouse use is expected to be 84.9 acre feet per year, while irrigation of individual lots and open space land may occur using up to 113.1 acre-feet per

year. Maximum areas to be irrigated on each lot and open space land shall be limited by restrictive covenants. Applicant or its successors will document well pumping from each of the individual not nontributary Dawson wells located on the Subject Property and for all withdrawals from nontributary well, or any other augmentation sources added pursuant to the court's retained jurisdiction, used for augmentation in an accounting procedure acceptable to the Division Engineer, insuring that sufficient augmentation water is pumped to provide water to meet the replacement requirements from pumping from the not nontributary wells, as more fully described below.

2.5.2 Applicant has not determined the specific locations for all the wells required to withdraw groundwater from the Dawson aquifer, but states that each well will be constructed within the Subject Property and each will be designed so that it withdraws water from a single aquifer. Applicant is the owner of the Subject Property upon which all of the Dawson aquifer wells will be located. Applicant is granted the right to locate the wells required to withdraw its entitlement from the Dawson aquifer at any point within the Subject Property, without the necessity of republishing or petitioning the court for the reopening of any decree. 2 C.C.R. 402-7, Rule 11.

2.5.3 Prior to applicant using any type of sewage treatment other than non-evaporative septic systems, applicant, or its successors in interest, shall obtain an amended decree allowing such modification.

2.6 Replacement of Depletions:

2.6.1 Replacement of Depletions During Pumping:

- A. Applicant will replace actual stream depletions caused by pumping the proposed Dawson aquifer wells on the Subject Property to the affected stream system pursuant to C.R.S. § 37-90-137(4). Depletions will occur in both the Arkansas River and South Platte River basins.
- B. Applicant seeks approval of a plan for augmentation allowing Applicant to augment all depletions using septic system return flows only, and replace them to either the Arkansas River or South Platte River drainages. Nonevaporative septic systems shall be used for treatment of water used for indoor drinking and sanitary uses on all lots. All septic system return flows are dedicated to this plan for augmentation, and shall not be sold, leased or otherwise used for any other purpose. Septic system return flows are necessary to provide an adequate source of water to replace stream depletions during the pumping period under the plan for augmentation decreed herein. Accordingly, in order to generate required return flows to replace depletions during pumping, each Dawson aquifer well must be used to provide water to one or more single family dwellings on the Property, and annual withdrawals shall be limited to

withdrawal of an average of 0.7 acre feet/year per well. Because this augmentation plan is dependent on return flows from indoor residential uses, no Dawson aquifer well approved pursuant to this plan for augmentation shall be allowed to pump water for any purpose unless it is also used in a residence on the lot on which such well is located, or for irrigation of open space lands as described herein.

- C. Return flows from the use of the Dawson aquifer groundwater will accrue to both the Arkansas and South Platte drainages, and those return flows will be sufficient to replace the actual depletions during pumping. This is due to the Subject Property straddling the Arkansas and South Platte River divide, as approximately 100 and 183 residences are to be located in the Arkansas and South Platte drainages, respectively. During pumping, stream depletions in both drainages will be adequately replaced through septic system return flows.
- D. The following table illustrates the expected quantity of return flows In-house demand is assumed to be 0.27 acre-feet per year, and return flows from in-house demand, based on non-evaporative individual septic systems, is 0.24 acre-feet per year (90%). No return flows from irrigation and open space is claimed in this application. Annual pumping of each individual Dawson aquifer well will be 0.7 acre-feet, and Applicant's accounting will be based on 0.7 acre-feet annually per single family residence. However, Applicant reserves the right to amend these amounts based upon the number of single family residences in the final land use approvals:

Planned Uses	Dawson Pumping (acre-feet per year)	Return Flows (acre-feet per year)
In-House	84.9	76.4
Irrigation and Open Space	113.1	0.0
Total	198.0	76.4

E. Applicant is not entitled, pursuant to this decree, to withdraw excess return flows through alluvial wells.

2.6.2 Replacement of Post-Pumping Depletions:

2.6.2.1 Applicant will replace post-pumping depletions with the 594 acre-feet of nontributary Laramie-Fox Hills groundwater described herein; however, Applicant reserves the right to replace such depletions with any judicially acceptable source of augmentation water.

A. Upon cessation of withdrawals from the Dawson aquifer wells, Applicant will calculate, and then aggregate, all post-pumping depletions and replace them to the South Platte River drainage. Replacement of post-pumping depletions shall commence after the earliest of the four following events has occurred: (1) 59,400 acre-feet have been pumped from the Dawson aquifer; or (2) ten consecutive years have passed with no pumping from the Dawson aquifer; or (3) when Applicant or its successors acknowledge in writing that all withdrawals for beneficial use from the Dawson aquifer have permanently ceased; or (4) when accounting shows that return flows from the use of the water being withdrawn from the Dawson aquifer well is insufficient to replace depletions that already occurred. Applicant or its successors shall at that time cause a depletion analysis to be conducted, using the computer model generally accepted as being most accurate at that time, to calculate the amount and timing of post-pumping depletions which must be replaced, based on actual withdrawals during the applicable pumping period. After the depletion analysis has occurred, Laramie-Fox Hills aquifer water as decreed herein, or from such other source of water as receives judicial approval after notice, shall then be pumped at the appropriate times and delivered to the South Platte River system in a manner that will adequately replace all depletions from pumping of the Dawson aquifer wells approved pursuant to this decree. Applicant's successors in interest shall be required by the terms of this decree to construct a Laramie-Fox Hills aquifer well pursuant to this plan for augmentation at the time replacement of post-pumping depletions must commence pursuant to this decree, unless a different source of water is approved by the court for replacement of post-pumping depletions, or unless the obligation is modified or terminated pursuant to 2.6.2.1 above.

B. Applicant hereby reserves and dedicates to this plan for augmentation 59,400 acre feet of Laramie-Fox Hills aquifer water decreed herein for the purpose of replacing all post-pumping depletions to the South Platte River system. This amount has been calculated as follows:

- I. Based on a maximum allowable annual pumping of 198 acre feet for 300 years, a total of 59,400 acre feet may be pumped under this plan for augmentation.
- II. Rule 8 of the Denver Basin Rules, 2 CCR 406-2, requires that only 98 percent of nontributary Denver Basin water may be consumed.

C. If at some time replacement of post-pumping depletions is no longer required pursuant to 2.6.2.1 above, or if Applicant receives judicial approval to use a different water source for augmentation purposes, Applicant may petition the court pursuant to its retained jurisdiction to modify or terminate the reservation.

2.6.2.2 Although the court finds that analysis of depletions from projected withdrawals from the Dawson aquifer has shown that the Arkansas River system in Water Division 2 and the South Platte River system in Water Division 1 will be depleted, the Applicant shall only be required to replace post-pumping depletions to the South Platte River drainage. With respect to post pumping depletions, the following shall apply:

- A. "Cessation of withdrawals" occurs when either (1) the Applicant or its successors in interest have acknowledged in writing that all withdrawals for beneficial use through the wells described in paragraph 2.4 above have ceased permanently, or (2) no withdrawals of ground water have occurred from those wells for a period of 10 consecutive years. Nothing herein shall preclude the Applicant or its successors from resuming pumping of such wells after cessation of withdrawals, as defined above, has occurred. If pumping is resumed, Applicant's augmentation requirements for such wells shall be determined in accordance with paragraph 2.6 above and its post-pumping augmentation obligation for such wells shall be determined as if no cessation of withdrawals had occurred.
- B. The "post-pumping period" is that period required by applicable Colorado law. Applicant reserves the right to seek court approval to modify the post-pumping period under the court's retained jurisdiction. Applicant shall be obligated to drill a Laramie-Fox Hills well to provide replacement water reasonably in advance of cessation of pumping the Dawson aquifer wells, unless other augmentation sources are approved by this court.
- C. Applicant shall be entitled to replace such depletions to the South Platte River system with water pumped from the Laramie-Fox Hills aquifer beneath the Subject Property or any other legally available augmentation supply that is sufficient in quality, quantity, timing and place to meet the requirements of this decree. The court retains continuing jurisdiction over this matter to determine if such substituted supply is adequate.
- D. Based upon the State Engineer's groundwater flow model

DA02, maximum depletions to the river systems will reach 22% of pumping in the 300th year, and will decline thereafter. Applicant's actual post-pumping replacement obligation will be determined by multiplying average annual Dawson aquifer pumping through the cessation of pumping, whenever that occurs, by the appropriate stream depletion factor for that past-pumping year as illustrated on Exhibit D, attached hereto and incorporated herein by this reference. Applicant will replace to the South Platte basin. That amount of water shall then be pumped from the Laramie-Fox Hills aquifer, pursuant to the decrees described herein, or from such other source of water for which Applicant receives judicial approval, after notice, to utilize as replacement water to the South Platte basin, in a manner so as to replace depletions in time and place to protect the rights of senior diverters. Applicant will aggregate depletions into a calculated amount and replace such depletions to the South Platte basin on an annual or more frequent basis, as determined by the Division Engineer.

- E. Applicant and its successors in interest shall pay the costs imposed by operation of this augmentation plan so long as an obligation to augment depletions exists. Following entry of the decree herein and subdivision of the Subject Property, Applicant shall create a property owners association which shall undertake Applicant's obligations for the augmentation supply. Applicant shall provide the articles and by-laws of such association and the documents assigning Applicant's interest in the augmentation water to parties herein, upon request. This decree shall be recorded in the real property records of El Paso County, Colorado, and shall be a covenant running with the Subject Property. Further, Applicant shall provide future purchasers of the Subject Property documentation as to their responsibility under the terms of this decree.
- F. Applicant shall reserve and dedicate to this plan for augmentation 594 acre-feet per year owned by applicant in the Laramie-Fox Hills aquifer, described herein, for the purpose of replacing to the system all post-pumping depletions. If at some time replacement of post-pumping depletions is no longer required pursuant to this decree, said reservation will become null and void at such time as the obligation to replace post-pumping depletions terminates.

2.7 Well permit applications for the wells to be constructed pursuant to this decree will be applied for at such time as Applicant or the lot purchaser is prepared to construct such well(s)

pursuant to the terms of the decree to be entered in this case. If the well permit for any well authorized by this decree expires, Applicant may apply for a new well permit for such well at the time Applicant is ready to construct such well, and the State Engineer shall grant such permit as allowed by C.R.S. § 37-90-137(4), and pursuant to the terms of the decree.

2.8 Applicant shall file copies of its real property covenants restricting water usage as described above with the Division Engineers for both Water Divisions No. 1 and No. 2 prior to operations under the plan approved herein and shall also furnish copies of said covenants upon the request of any parties who have appeared herein. The covenants shall require the individual Dawson aquifer wells to be completed as close as possible to the bottom of the Dawson aquifer. The covenants shall also provide limits to irrigation of individual lots and open space, consistent with section 2.6.1.D.

2.9 As reasonably required by the Division Engineer, but no less than annually, applicant shall complete and submit an accounting form which shows groundwater withdrawals, stream depletions, return flows and net stream depletions. All wells permitted pursuant to this decree shall be equipped with a properly installed and calibrated totalizing flow meter. Applicant shall record the metered use on November 1 of each year, and report such use to the water commissioner within two weeks after the measurements have been made. The water commissioner may require more frequent metering and reporting. The accounting form must be acceptable to the Division Engineer, and may be changed from time to time if necessary. An accounting form which is acceptable to the Division Engineer at the present time is attached hereto as Exhibit E.

2.10 The State Engineer shall curtail all out-of-priority pumping from the wells, the depletions from which are not so replaced as to prevent injury to vested water rights.

2.11 The court finds that if the plan for augmentation is operated and administered as described herein with return flows to the Arkansas River system and South Platte River system to replace depletions during pumping, and with the release from the nontributary Laramie-Fox Hills aquifer groundwater to the South Platte River system after cessation of pumping, will not materially injure the owners of or persons entitled to use water pursuant to vested water rights or decreed conditional water rights.

APPROVAL OF WELL FIELD

3.1 Applicant seeks the right to withdraw the annual entitlements of not nontributary and nontributary groundwater decreed in Case No. 94CW023(B), Water Division No. 1, and Case No. 04CW098, Water Division No. 2, from wells located on either the 701-acre parcel, or the 640-acre parcel, as described on Exhibits B and C.

3.2 The right to produce groundwater from two or more wells from the same aquifer, on contiguous parcels of land, or non-contiguous parcels of land that are permitted together under "The Statewide Nontributary Ground Water Rules," 2 CCR 402-7, Rules 4.A.13) and 11.B. The two parcels of land are contiguous.

3.3 Applicant may produce groundwater decreed in 94CW023(B) (701 acre parcel) from wells located on the 640 acre parcel, and may produce groundwater decreed in 04CW098 (640 acre parcel) from wells located on the 701 acre parcel.

3.4 Additional Provisions Regarding Use

- A. Applicant may construct additional and replacement wells in order to maintain levels of production, to meet water supply demands or to recover the entire amount of groundwater in the subject aquifers underlying the Subject Property. As additional wells are planned, applications for new well permits shall be filed in accordance with C.R.S. §37-90-137(10).
- B. Subject to Paragraph 5.3 below, two or more wells constructed into a given aquifer shall be considered a well field. In effecting production of water from such well field, Applicant may produce the entire amount which may be produced from any given aquifer through any combination of wells within the well field.
- C. In considering applications for permits for wells or additional wells to withdraw the groundwater which is the subject of this decree, the State Engineer shall be bound by this decree and shall issue said permits in accordance with provisions of C.R.S. §37-90-137(4) and §37-90-137(10). Each well shall be equipped with a properly functioning totalizing flow meter.
- D. The entire length of the open bore hole shall be geophysically surveyed prior to casing and copies of the geophysical log submitted to the Division of Water Resources. Applicant may provide a geophysical log from an adjacent well or test hole, pursuant to Rule 9A of the Statewide Rules and acceptable to the State Engineer, which fully penetrates the aquifer, in satisfaction of the above requirement.
- E. Groundwater production shall be limited to the subject aquifers. Plain, unperforated casing must be installed and properly grouted to prevent withdrawal from or intermingling of water from zones other than those for which the well was designed.
- F. Each well shall be permanently identified by its permit number, this Water Court case number, and the name of the producing aquifer on the above-ground portion of the well casing or on the pump house.
- G. In the event that the allowed average annual amounts decreed herein are adjusted pursuant to the retained jurisdiction of the Court, Applicant shall obtain permits to reflect such adjusted average annual amounts. Subsequent permits for any wells herein shall likewise reflect any such adjustment of the average annual amounts decreed herein.

CONCLUSIONS OF LAW

4.1 The court has jurisdiction of the subject matter of this case and all persons affected hereby whether they have appeared or not pursuant to C.R.S. §37-90-137(6), 37-90-137(9)(c),

37-90-203(1), 37-92-302, 37-92-304 and pursuant to the order from the Multi-District Litigation Panel entered pursuant to C.R.C.P. Rule 42.1(i).

4.2 This application was filed with the Water Court pursuant to C.R.S. §37-92-302(1)(a). Timely statements of opposition were filed as indicated above. The time for filing additional statements of opposition has expired according to law. C.R.S. §37-92-302(1)(c).

4.3 Full and adequate notice of the claims adjudicated herein has been given in the manner required by law.

4.4 The court shall retain jurisdiction over this matter for the purpose of reconsidering the question of injury to the vested water rights of others pursuant to paragraphs 5.3 and 5.4 herein.

JUDGMENT AND DECREE

5.1 The provisions of the foregoing Findings of Fact and Conclusions of Law are incorporated herein and made a part of the court's judgment and decree as if set out in full.

5.2 The application in this matter is hereby approved subject to the terms and conditions set forth in this decree.

5.3 Pursuant to agreement with Cherokee, Applicant agrees that it will limit its pumping of Dawson aquifer groundwater (while exercising its banking rights) underlying the 701 acre parcel, from wells located on the 701 acre parcel, to an annual maximum of 251.25 acre-feet per year, which is 125% of Applicant's annual entitlement. This limit includes withdrawal of Dawson aquifer groundwater underlying the 640 acre parcel through alternate points of diversion located on the 701 acre parcel.

5.4 The court shall retain continuing jurisdiction for so long as the Applicant is required to replace depletions to the South Platte stream system, to determine whether the replacement of depletions to the Arkansas River stream system instead of the South Platte stream system is causing material injury to water rights tributary to the South Platte stream system.

5.5 Pursuant to Section 37-92-304 (6), C.R.S., the court shall retain continuing jurisdiction over the plan for augmentation decreed herein for reconsideration of the question whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others. The court also retains continuing jurisdiction for the purpose of determining compliance with the terms of the augmentation plan. Pursuant to C.R.S. §37-92-304(6), C.R.S., the court shall retain perpetual continuing jurisdiction over the plan for augmentation decreed herein for reconsideration of the question of whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others. The court shall retain continuing jurisdiction for so long as the Applicant is required to replace depletions to the South Platte River stream system to determine whether the replacement of depletions only

to the South Platte River stream system, with no replacements being made to the Arkansas River stream system, is causing material injury to water rights tributary to the Arkansas River stream system. Any person may invoke the Court's retained jurisdiction at any time Applicant is causing depletions (including ongoing post-pumping depletions) to the Arkansas River system and is aggregating such depletions and replacing them to the South Platte River system. The person invoking the Court's retained jurisdiction shall have the burden of establishing a prima facie case that Applicant's failure to replace depletions to the Arkansas River system is causing injury to water rights owned by the person invoking the Court's retained jurisdiction, except that the State and Division Engineers may invoke the Court's retained jurisdiction by establishing a prima facie case that injury is occurring to any vested or conditionally decreed water rights. Applicant shall retain the ultimate burden of proving that no injury is occurring, or shall propose terms and conditions to prevent such injury. Among any other remedies it may impose, the Court may require that Applicant replace depletions to the Arkansas River system.

5.6 A. The City of Colorado Springs owns senior water rights in the Arkansas River system that may be injured by the operation of this decree wherein depletions to the Arkansas River system will not be made to the Arkansas River system, but rather will be replaced to the South Platte River System. Colorado Springs reserves the right to claim that the cumulative impacts of this and other similar decrees constitute injury to its senior Arkansas River system water rights. In the interest of settlement only, Colorado Springs consents to the entry of this decree. However, by so doing, Colorado Springs does not waive its right to claim injury and to seek relief in the future pursuant to this paragraph, and Applicant does not waive any rights it has to claim that no injury is occurring, or that any such injury is de minimus.

B. Cherokee owns senior water rights in the Arkansas River system that may be injured by the operation of this decree wherein depletions to the Arkansas River system will not be made to the Arkansas River system, but rather will be replaced to the South Platte River System. Cherokee reserves the right to claim that the cumulative impacts of this and other similar decrees constitute injury to its senior Arkansas River system water rights. In the interest of settlement only, Cherokee consents to the entry of this decree. However, by so doing, Cherokee does not waive its right to claim injury and to seek relief in the future pursuant to this paragraph, and Applicant does not waive any rights it has to claim that no injury is occurring, or that any such injury is de minimus.

5.7 Retained jurisdiction regarding substitution of replacement source for post-pumping depletions. The Court shall retain jurisdiction in perpetuity over the issue whether Applicant may substitute a different source of water in place of the 59,400 acre feet of Laramie-Fox Hills aquifer water for replacement of post-pumping depletions.

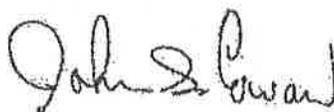
5.8 Retained jurisdiction regarding compliance with plan for augmentation. The Court also retains perpetual jurisdiction for the purposes of determining compliance with the terms of

the augmentation plan decreed herein, and to reconsider the post-pumping depletion replacement obligation for the Dawson aquifer withdrawals and the reservation of 59,400 acre feet of the Laramie-Fox Hills aquifer water for that purpose. Any person seeking to invoke the retained jurisdiction of the Court pursuant to this paragraph shall file a verified petition with the Court. The petition to invoke retained jurisdiction or to modify the decree shall set forth with particularity the factual basis upon which the requested reconsideration is premised, together with proposed decretal language to effect the petition. The person lodging the petition shall have the burden of going forward to establish prima facie facts alleged in the petition. If the Court finds those facts to be established, Applicant shall thereupon have the burden of proof to show: (1) that any modification sought by Applicant will prevent injury to other appropriators, or (2) that any modification sought by the person filing the petition is not required to prevent injury to other appropriators, or (3) that any term or condition proposed by Applicant in response to the petition prevents injury to other appropriators.

5.9 Appurtenances to Property. This plan for augmentation, the right to 59,400 acre-feet of Dawson aquifer water which may be pumped pursuant to the plan for augmentation, and the right to 59,400 acre feet of Laramie-Fox Hills aquifer water reserved for replacement of post-pumping depletions, shall be considered as appurtenances to the Subject Property. The homeowners association (HOA) will hold title to the Dawson and Laramie-Fox Hills water rights, and shall hold the Dawson and Laramie-Fox Hills well permits in the name of the HOA. The HOA shall provide evidence, through a certificate, that each lot owner has a pro-rata right to Dawson aquifer water for use on the lot, and that each lot owner's use of the Dawson water is subject to the terms and conditions of this decree.

5.10 A certified copy of this decree shall be recorded in the real estate records of El Paso County and shall constitute a covenant running with the land, requiring Applicant and its successors of the requirements of this decree and plan for augmentation, including the requirement to construct a Laramie-Fox Hills aquifer well or take other measures as necessary to replace post-pumping depletions. Additional covenants shall be recorded in the real estate records of El Paso County and shall clearly indicate that failure of the property owner to comply with the terms of this decree may result in an order from the State Engineer to curtail or eliminate pumping to curtail or eliminate pumping from the Dawson aquifer. Said covenants shall be amended as necessary to conform to the provisions of any amendment to this augmentation plan. Any proposed change in the method of wastewater treatment and disposal shall require water court approval after notice in the water resume and publication in a newspaper of general circulation in El Paso County.

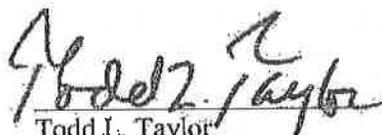
Dated: September 14, 2017



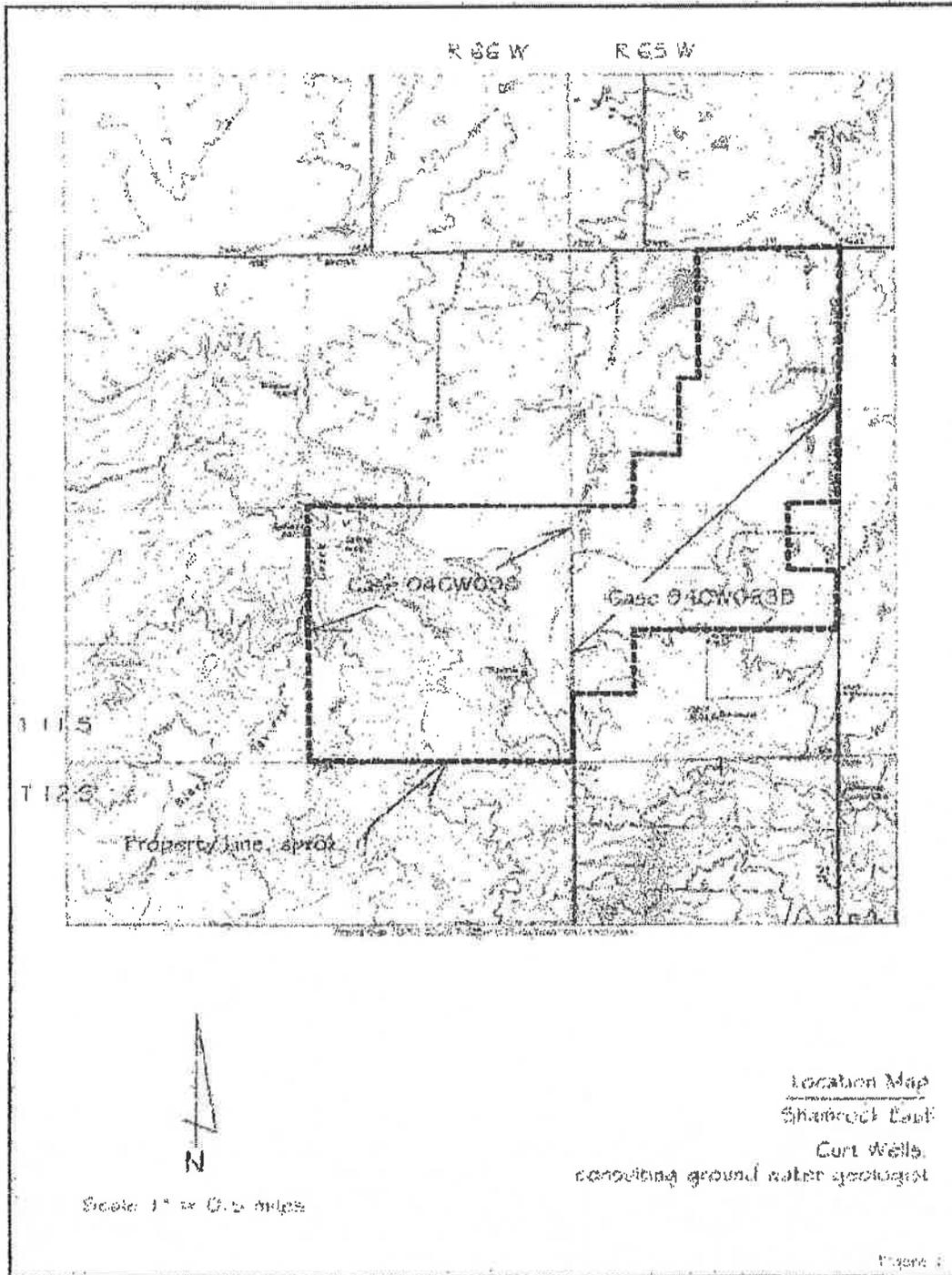
John Cowan
Water Referee
Water Division I

The court finds that no protest was filed in this matter. The foregoing ruling is confirmed and approved, and is made the judgment and decree of this Court.

Date: October 6, 2017



Todd L. Taylor
Alternate Water Judge
Water Division I



Application of PRI #2
Water Div. No. 1 | 16CW3190

EXHIBIT A



LEGAL DESCRIPTION - Shamrock Ranch (East Parcel).

The following property in Township 11 South, Range 65 West of the 6th Principal Meridian, El Paso County, Colorado: The following portion of Section 30: The East half and the Southeast quarter of the Southwest quarter and the East 12 acres of the Northeast quarter of the Southwest quarter; the following portion of Section 31: the Northwest quarter and the Northwest quarter of the Northeast quarter and the South half of the Northeast quarter and the Northwest quarter of the Southwest quarter, excepting from all of the above described property any portions thereof contained within rights-of-way for public roads, County of El Paso, State of Colorado, containing 700.6 acres, more or less.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, do hereby certify that this legal description was prepared by me or under my direct supervision.

September 7, 1995
Date

Michael C. Cregger

MICHAEL C. CREGGER
Professional Land Surveyor
Colorado Registration No. 22564



Application of PRI #2
Water Div. No. 1 | I6CW3:190

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

**IN TOWNSHIP ELEVEN SOUTH (T11S), RANGE SIXTY-SIX WEST (R66W),
OF THE SIXTH PRINCIPAL MERIDIAN (6TH PM)**

Section Thirty-six (36): All

**Containing Six Hundred Forty and No/One Hundredths (640.00)
acres, more or less, according to U.S. government survey.**

Application of PRI #2.
Water Div. No. 1 | 16CW3190

EXHIBIT C

Table-1
 Dawson Aquifer Streams Depletion Factors
 Total of All Streams
 (as % of pumping)
 All in Township 11 South

Year	Range 65 West		Range 66 West Section 36	Average	Year	Range 65 West		Range 66 West Section 36	Average
	Section 30	Section 31				Section 30	Section 31		
10	0.68	0.46	0.51	0.55	160	11.22	11.06	12.21	11.50
20	1.41	1.06	1.2	1.22	170	11.90	11.77	12.98	12.22
30	2.09	1.73	1.95	1.92	180	12.58	12.45	13.76	12.93
40	2.78	2.41	2.71	2.63	190	12.73	13.12	14.53	13.46
50	3.49	3.11	3.46	3.26	200	13.89	13.79	15.29	14.32
60	4.19	3.83	4.27	4.10	210	14.52	14.46	16.04	15.01
70	4.90	4.56	5.06	4.84	220	15.18	15.10	16.79	15.69
80	5.62	5.27	5.85	5.58	230	15.81	15.74	17.52	16.36
90	6.31	6.03	6.64	6.32	240	16.43	16.38	18.25	17.02
100	7.02	6.74	7.44	7.07	250	16.53	16.99	18.97	17.50
110	7.73	7.48	8.24	7.81	260	17.63	17.59	19.68	18.30
120	8.44	8.20	9.04	8.56	270	18.25	18.18	20.39	18.93
130	9.16	8.93	9.84	9.31	280	18.82	18.75	21.08	19.55
140	9.85	9.64	10.63	10.04	290	19.39	19.32	21.77	20.16
150	10.54	10.36	11.42	10.77	300	19.97	19.85	22.45	20.76