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El Paso County

Grandview Metro District Project

1041 Submission

August 6th, 2021

Updated January 7th, 2022

Updated February 18th, 2023

Updated December 8th, 2023

Updated February 8th, 2024

HR Green Project No: 201662.05

Prepared For:





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Exhibits

- Exhibit A - Vicinity/Location Map
- Exhibit B – 1041 Permit Application
- Exhibit C – Combined Proposed Infrastructure Map
- Exhibit D - Adjacent Property Owners Map



- Exhibit E - Surrounding Metropolitan District Map
- Exhibit F - Legal Description
- Exhibit G - Title Commitment
- Exhibit H - Notice to Mineral Estate Owners
- Exhibit I – Grandview Reserve Sketch Plan
- Exhibit J - Grandview Reserve District Service Plan
- Exhibit K - Fire Protection Commitment Letter
- Exhibit L - MDDP
- Exhibit M - FEMA Floodplain Mapping
- Exhibit N – Colorado Parks & Wildlife Correspondence
- Exhibit O – ECOS Report including Wildlife Reports, Wetland Reports, and Weed Management Plan
- Exhibit P – Hazardous Material Location Exhibit
- Exhibit Q – Noise Study
- Exhibit R - Areas of Paleontological, Historic or Archeological Importance
- Exhibit S - Soil Map
- Exhibit T – Water Right Determinations
- Exhibit U - Geotechnical Report
- Exhibit V - Groundwater Quality Reports/Maps
- Exhibit W – Land Use and Public Parcels Maps
- Exhibit X - Traffic Impact Analysis
- Exhibit Y – Water Treatment Plant Process Flow Diagram
- Exhibit Z – ROW-Easements Wastewater Alignment
- Exhibit AA – CMD IGA and WHMD Draft Agreement
- Exhibit BB - Water/Wastewater Report
- Exhibit CC - Water/Wastewater Commitment Letters
- Exhibit DD - CDPHE Correspondence
- Exhibit EE – Applicant Resumes
- Exhibit FF – Surrounding Infrastructure
- Exhibit GG – Existing Zoning Map
- Exhibit HH – Haul Route Exhibit
- Exhibit II – Service Area for Woodmen Alternative
- Exhibit JJ – Well Permits

Documents Related to 2.303 [Submission Requirements]

Application – 1041 Permit

Completed Application form in the format attached and approved by the Planning and Community Development Director.

- a) See attached 1041 Permit Application as Exhibit B.

Additional Submissions, as Requested by Director

The Director may require submission of any plan, study, survey or other information, in addition to the information required by this Section at the applicant's expense, as in the Director's judgement is necessary to enable it to review and act upon the application. Completed Application form in the format attached and approved by the Planning and Community Development Director,

- a) See the table of contents for a full list of information provided in this permit submittal. Exhibit C contains a map depicting the proposed infrastructure to be permitting under this 1041 application.

Certification of Deed Research of Mineral Owners

Any application which requires compliance with § 24-65.5-101, et seq., C.R.S., (Notification to Mineral Owners of Surface Development) shall not be considered to have been submitted as complete until the applicant has provided a certification signed by the applicant confirming that the applicant or its agent has examined the records of the El Paso County Clerk and Recorder for the existence of any mineral estate owners or lessees that own less than full fee title in the property which is the subject of the application, and stating whether or not any such mineral estate owners or lessees exist. In addition, for purposes of the County convening its initial public hearing on any application involving property which mineral estate owners or lessees owning less than full fee title in the property have been certified by the applicant to exist, the application shall not be considered to have been submitted as complete until the applicant has provided an additional signed certification confirming that the applicant has, at least 30 days prior to the initial public hearing, transmitted to the County and to the affected mineral estate owners and lessees the notices required by C.R.S. §24-65.5-101, et seq.

As of January 8, 2019, Mike Bramlett, on behalf of JR Engineering researched the records of the El Paso County Clerk and Record and established that there were no mineral estate owners on the property known as Grandview Reserve. For official certification, see Exhibit H. For further information about soil type in the area, please reference Exhibit U.

Information Describing the Applicant

- a) *The names and addresses, including email address and fax number, organization form, and business of the applicant and, if different, the owner of the Project.*

Melody Homes, Inc.
9555 S. Kingston Ct.,
Englewood, Colorado 80112
303-503-4903
WMCarlisle@drhorton.com

Paul Howard
Grandview Reserve Metropolitan District
1271 Kelly Johnson Blvd, Suite 100
Colorado Springs, CO 80920
719-499-8416
Paulinfinity1@msn.com

- b) *The names, address and qualifications, including those areas of expertise and experience with projects directly related or similar to that proposed in the application package, of individuals who are or will be responsible for construction and operating the Project.*

Information regarding the HR Green team that compiled this application can be found in section 4. e) below and a full resume for each of these individuals is also provided in Exhibit EE.

- c) *Written authorization of the application package by the Project owner, if different than the applicant.*

The District is the applicant and has authorized the application package in Exhibit B. Will serve letters by Woodmen Hills Metropolitan District (WHMD) and Cherokee Metropolitan District (MSD) are located in Appendix CC.

Melody Homes is now a partial landowner and has also authorized this application.

- d) *Documentation of the applicant's financial and technical capability to develop and operate the Project, including a description of the applicant's experience developing and operating similar projects.*

The property owner has engaged HR Green, Inc. to design and manage associated sub-consultants of the proposed development. HR Green is one of the nation's longest operating engineering firms with experience in a wide variety of projects. While HR Green is newer to the Colorado market, current employees within the organization have worked in Colorado for numerous years and have designed and managed numerous similar size and larger projects within Colorado and nationwide. Most recently HR Green has been the lead engineering

consultant for the Aurora Highlands project covering 3,100+ acres of land is planned to have 23,000 homes.

Grandview Reserve Metropolitan District (GRMD) is authorized to issue up to \$295,000,000 in bonds. At full build out, GRMD projects to generate approximately \$2,427,000 in revenue from a 10-mill levy dedicated for O&M. Refer to the Grandview Reserve Metro District Service Plan located in Exhibit J for more details. According to the Draft Agreement with WHMD, WHMD will be responsible to operate the wastewater system. Discussions are ongoing regarding the operation of the water system.

e) *Written qualification of report preparers.*

This report was prepared by the following:

Gregory Panza, PE, PMP, Senior Project Manager

With nearly 25 years of experience, Greg manages and master plans land development and municipal water projects. He offers experience in both the engineering and construction realms. His project management, construction management, and general contracting experience, total nearly 15 years of expertise. Greg brings a broad knowledge of the civil field, including drainage, construction inspection, surveying, and stormwater management analysis. His project experience ranges from hydrologic & hydraulic analysis, utility and drainage studies consistent with FEMA, Corps and local requirements, utility coordination, heavy civil utility construction, mass grading, and roadway design projects.

Professional Engineer, CO, 37081, 2002

Mark Volle, PE, Lead Engineer

Mark has over 14 years of experience encompassing all aspects of water and wastewater projects. He has extensive permitting experience for projects similar to the proposed project including wastewater lift stations and force mains, large diameter transmission lines, water storage tanks and ground water treatment plants. On those projects, he has performed or managed a team on all aspects including: planning, permitting, design and construction administration.

Professional Engineer, CO, 48654, 2014

Trevor Igel, EIT, Staff Engineer

Trevor has a variety of hands-on experience ranging from the physical analysis of hydraulic phenomena, to stream, wetland and general ecosystem restoration. His

experience also includes computational hydraulic and hydrologic analysis, drainage design, grading, erosion control, surveying and construction inspection. Trevor is proficient in AutoCAD, Civil 3D, GIS, 1 and 2 Dimensional HEC-RAS analysis and SWMM modeling. His experience in modeling will ensure the water development plans are accurate for the Grandview Metro District project application.

Sarah Fernandez, MA English, Design Technician

Sarah is an analytical and detail-oriented individual with acute knowledge of drafting technologies. She supports the design leaders to ensure that exhibits are accurate. Having completed a Master's of English, her background in both communication and design is an asset in preparing the 1041 permit.

Information Describing the Project

- a) *Vicinity map showing the proposed site and the surrounding area.*

Vicinity Map include in Exhibit A.

- b) *Executive summary of the proposal indicating the scope and need for the Project.*

Proposed Water System:

The proposed project consists of the water infrastructure necessary to support development within the Grandview Reserve Metropolitan District (GRMD). The water infrastructure applicable to the 1041 includes source water wells, water treatment facilities, water storage tanks and the associated piping. Please reference Exhibit BB for all information regarding Grandview Reserve's water demands. The wells will be Denver Basin wells typically with 2 wells (one Arapahoe and one Laramie Fox Hills) per well site. Exhibit C contains a map of the potential proposed well sites within GRMD. The total number of well sites to be developed will be dependent on well production and the rate of development.

A total of up to 4 water treatment facilities are planned for the project. All water treatment facilities will utilize pressure sand filtration and iron and manganese precipitation to treat raw water from the wells. A flow diagram of the treatment provided is in Appendix II. The capacity of each water treatment facility will be determined by the filings that it will serve. The first water treatment facility will be sized to treat approximately 0.5 MGD with room to expand to 1.0 MGD. The total treatment capacity needed for full buildout of GRMD is approximately 3.0 MGD. Exhibit C shows the proposed locations of the water treatment facilities.

Once treated at the water treatment facilities, water will be stored in elevated or ground-level tanks. Multiple tanks constructed of steel or concrete will serve the project area. Currently, up to 4 different sites are identified in Exhibit C. The tanks will be sized to store

approximately 24 hours of average daily flow and the fire flow requirement. The first tank is anticipated to be approximately 400,000 gallons. The size and number of future tanks will be determined as development progresses. All tanks are anticipated to be above ground water tanks, and if elevated, the maximum height is approximately 175-ft. Total storage capacity for the development at buildout is anticipated to be 1.5-3.0 million gallons. The total storage required will be determined by the building with the largest fire flow requirement. The raw and potable water facilities will be connected by water lines ranging from 4"-18" diameter as depicted in Exhibit C.

Proposed Wastewater System:

The proposed project consists of the wastewater infrastructure necessary to support development within the Grandview Reserve Metropolitan District (GRMD). The wastewater infrastructure applicable to the 1041 includes one or more lift stations and associated force main(s). Treatment will be provided by an existing treatment facility. Depending on the treatment facility as outlined below.

GRMD is proposed to have approximately 3340 single family equivalents (SFE) at buildout. Please reference Exhibit BB for all information regarding Grandview Reserve's wastewater demands.

This report evaluates three alternatives for conveyance and treatment:

- A. Woodmen Hills Metropolitan District (WHMD)
 - Expansion of the treatment facility anticipated to involve the headworks, sludge basin and dewatering facility
 - One lift station is anticipated
- B. Meridian Ranch Metropolitan District (MSMD)
 - Expansion is anticipated to be wet well and pump expansion within the lift station
- C. Cherokee Metropolitan District (CMD)
 - Expansion is not anticipated initially, but future expansion may involve aeration tanks and clarifiers
 - Two lift stations are anticipated

The preferred alternative is Woodmen Hills Metropolitan District.

For all three alternatives, it is anticipated that parallel force mains will be installed as shown in Exhibit C. An 8" – 12" diameter force main will be used to convey flows during the early stages of development. This will ensure that flushing velocities of 3.5 ft/s can be achieved with minimal water added. A second force main will be 12"-16" to convey the remainder of the wastewater flows for full build-out. The gravity lines are anticipated to be 15"-21" in diameter and the exact size will be determined once a design profile is developed, and the minimum slope is known. The force mains and gravity interceptors shall be PVC or HDPE

and will vary in length depending on the alternative chosen. The typical lift station (quantified above) will consist of:

- Wet Well/Dry Well Configuration
- Flooded-suction Pumps with redundancy for the largest pump
- Emergency storage
- Electrical Equipment
- Back-up Generator
- Odor Control

Alternative A

Wastewater infrastructure will convey flows from GRMD and other surrounding parcels to the Woodmen Hills Metropolitan District (WHMD) Water Reclamation Facility (WRF) for treatment. This alignment will require one lift station that will be located at the corner of Curtis Rd. and Judge Orr Rd. The sanitary sewer alignment is approximately 5.8 miles and is depicted in Exhibit C. The service area of the lift station is defined in Exhibit II. WHMD will determine the exact capacity of the proposed lift station and force main. It is anticipated that the lift station and force main will have a 0.8 – 1.5 MGD average daily flow capacity. The WHMD WRF currently has capacity for 900 SFE from GRMD. WHMD plans to expand the WRF capacity to allow them to accept full build out flows from GRMD. The WHMD WRF expansion is anticipated to involve the headworks, sludge basin and dewatering facility and is included in the IGA in Appendix AA. . No pretreatment or equalization storage is required for this alternative. The will-serve letter from WHMD is included in Exhibit CC.

Alternative B

Wastewater infrastructure will convey flows from GRMD to the MSMD Falcon Lift Station, where MSMD will facilitate conveyance to and treatment at the CMD WRF. Currently, MSMD has an inter-governmental agreement (IGA) with CMD and owns nearly half the capacity of the plant. This alternative requires one lift station located along Highway 24 at the southeast border of the project site. The proposed lift station would have a capacity of 0.5-0.75 MGD since it would only serve GRMD and not be intended as a regional facility.

The force main alignment will be from GRMD to the intersection of Highway 24 and Judge Orr Rd and will be approximately 4.3 miles. There are two potential routes for the gravity interceptors to flow:

- B1) Judge Orr Rd. to Fort Smith Rd to MSMD 12" gravity main.
- B2) Highway 24 to a MSMD 12" gravity main.

Both gravity mains will need to be paralleled in the future to handle full build-out flows from GRMD. The size of the future parallel mains are anticipated to be 12-18" and will be determined by MSMD and GRMD as built-out progresses.

The sanitary sewer alignment alternatives can be found in Exhibit C. Equalization storage will be included at this lift station and no pretreatment is required for this option. There will be no open lagoons or sludge basins required. All storage will be provided in underground tanks.

Alternative C

Wastewater infrastructure will convey flows from GRMD to the Cherokee Metropolitan District (CMD) Water Reclamation Facility (WRF) for treatment as depicted in Exhibit C.

This alternative will require two lift stations. The north lift station will be located at the intersection of Curtis Rd. and Judge Orr Rd and will include equalization storage. There will be no open lagoons or sludge basins required. All storage will be provided in underground tanks. The south lift station will be located north of the intersection of Davis Rd. and Curtis Rd. The second lift station will include pre-treatment as required by CMD to include a bar screen and grit removal equipment. Both lift stations will include odor control. The lift stations and force mains would have a capacity of 0.8 – 1.5 MGD and could provide service to GRMD and potentially to the areas identified in Exhibit II.

The conveyance infrastructure described above will be approximately 10 miles and will deliver the wastewater to the connection point as defined in the CMD IGA. That connection point is on CMD's existing force main running parallel to Hwy 94, approximately at Curtis Road.

- c) *Plans and specification of the Project in sufficient detail to evaluate the application against the applicable Review Criteria.*

Preliminary analysis has been performed on major infrastructure for the development and is included in the overall report. See the Table of Contents for a full list of all documents included in this submittal. Site development plans meeting Chapter 6 of the LDC will be required and they will address aesthetic and noise issues in future submittals.

- d) *Descriptions of alternatives to the Project considered by the applicant. If the Director determines that the nature or extent of the proposal involves the potential for significant damage and warrants examination of other specific, less damaging alternatives, the Director may require the applicant to evaluate and present information on such additional alternatives as part of the application.*

The following alternatives were considered for water and wastewater service for the proposed development:

1. Annexation into City of Colorado Springs – not feasible given the requirement that properties to be annexed into the City must be within 3 miles of the existing city limit.

2. Wastewater treatment provided by WHMD – DR Horton has a draft agreement with WHMD for wastewater treatment and have continued to pursue this option as a viable alternative. The draft agreement is included in Exhibit AA.
3. Wastewater treatment provided by CMD – The District has obtained an IGA with CMD for wastewater treatment and have continued to pursue this option as a viable alternative.
4. Wastewater conveyance provided by MSMD – The District has had discussions with MSMD regarding purchasing capacity in MSMD’s lift station, force main, and the CMD WRF.
5. GRMD has had discussions with MSMD and WHMD regarding serving water but has not been able to reach an agreement at this point. Discussions regarding water service or interconnections may be revisited in the future.

e) *Schedules for designing, permitting, constructing, and operating the Project, including the estimated life of the Project.*

The proposed water and wastewater infrastructure will be permitted, designed and constructed in phases as development progresses.

Phase 1 Water: Phase 1 water infrastructure will support Grandview Reserve Filing 1 (approximately 577 SFE). Permitting and design has begun and is expected to continue through the first quarter of 2024. Well drilling is expected to begin in the second quarter of 2023. All other construction is anticipated to begin in second quarter of 2024 and continue through the first quarter of 2025. Construction is anticipated to last 6 - 14 months. Subsequent phases will be constructed as necessary based on the build-out of the development.

All 1041 wastewater infrastructure is anticipated to be constructed in a single phase. Permitting has begun and is anticipated to continue through the fourth quarter of 2023. Design is anticipated to start in the second quarter of 2023 and run through the first quarter of 2024. Construction is anticipated to begin immediately after completion of design and may span from 6 - 18 months.

The useful life span of the proposed infrastructure is approximately 50 years.

f) *The need for the Project, including a discussion of alternatives to the Project that were considered and rejected; existing/proposed facilities that perform the same or related function; and population projections or growth trends that form the basis of demand projections justifying the Project.*

The need for the Project is primarily due to the growing demand and shortage of housing in the Colorado Springs region and this area of El Paso County specifically. There is a great need for a variety of housing choices that are more affordable to the general population.

Population growth and trends in the Colorado Springs are pushing expansion to the east and northeast primarily. This property is just east of Meridian Ranch which has grown significantly and nearing the final phases of that community. While exact population projections are not known, there is significant population growth east of Colorado Springs limits in areas near Grandview Reserve. Other alternatives were explored but the mix of housing products and densities that were selected and approved on the Sketch Plan aim to meet the housing needs and associated services such as Institutional (school and church), parks and open space, and amenity center and miles of trails.

The proposed development includes lots smaller than 2.5 acres so onsite wastewater treatment systems (septic systems) are not allowed. Therefore, a centralized wastewater system is required. The District considered construction of its own wastewater treatment facility (WWTF) but chose to pursue capacity in an existing WWTF to save cost and comply with the EPC Water Master Plan and Regional 208 Water Quality Management Plan regarding proliferation of individual systems. Additionally, the lot sizes in the proposed development are too small for individual residential wells so a central water system is required. As discussed in Section D, the District explored options to be served by an existing water system but none in the area had the capacity or desire to serve the development in GRMD. Infrastructure developments in connection with Grandview Metro District are essential to support the growing population in the area. The development of Water and Wastewater infrastructure will streamline water distribution efforts and mitigate the need for private well and septic among the growing number of independent property owners. Road developments will provide greater ease of transportation and diminish traffic congestion in the area. The development of an elementary school in the area will provide competitive educational options for families in the area.

g) Description of relevant conservation techniques to be used in the construction and operation of the Project.

During construction, BMPs will be required to reduce sediment discharge from the site. The specific BMPs to be utilized will be included in the drainage and erosion control plan to be submitted with the Site Development Plans for the infrastructure components.

Several techniques and technologies will be utilized for conservation during operation of the project. All pump motors will be run by variable frequency drives which allow for operation at the pump/motor best efficiency point whenever possible which will reduce power demand. Dual force mains will be installed. One of the force mains will allow a flushing velocity of 3.5 ft/s to be achieved with minimal potable water use. This will lead to responsible water use. Finally, a SCADA system will be constructed with the infrastructure improvements to allow remote monitoring and control of some aspects of the system which will reduce the number of trips the operators must make to the site. This will reduce fuel consumption.

Relevant conservation techniques were examined such as creation site and road layouts that were efficient and worked well with the existing topography. Regarding landscape for the community this project will use primarily Colorado native plant material and other Xeriscape plans to minimize high maintenance landscapes. This community will preserve most of the on-site drainages and adjacent open space buffer area, allowing good potential to improve native vegetation by creating a habitat restoration and management plan for the drainages/open space corridors. Increasing native vegetation in the disturbed shortgrass prairie areas by seeding with native species. Implementing a stormwater management plan and preparing a natural channel stabilization plan for all drainages, which will provide long-term natural landscapes for wildlife and residents to enjoy for generations. These areas will either be maintained by the Sub-Districts or an HOA (Homeowners Association) or combination thereof.

h) Description of demands that this Project expects to meet and basis for projections of that demand.

There is significant demand and need for housing in this area of El Paso County. This project intends to meet that need by proposing a range of housing choices in Filing 1 (and future phases). The Sketch Plan (Exhibit I) includes approximately 3,260 homes at varying densities, which will provide the opportunity for a range of housing product at a variety of price points. This will provide housing for varying demands and lifestyle options, which will ensure that the proposed housing is both attractive to and attainable by a variety of purchasers, including first-time buyers, families, and empty-nesters. The proposed open space, parks, and trail system will create an active community that will be beneficial to the health and wellbeing of County residents, both within and outside Grandview Reserve subdivision. The proposed community park will be the central focal point of the neighborhood and will provide a venue for recreational activities, social events, and community entertainment. This will help to provide a strong and connected community, which will have a positive social impact on this part of the County.

i) List of adjacent property owners and their mailing addresses

Adjacent Property Owner Map include in Exhibit D. Complete list of surrounding property owners' contact information is also included in list form in Exhibit D.

Property Rights, Other Permits, and Approvals

a) Description of property rights that are necessary for or that will be affected by the Project, including easements and property rights proposed to be acquired through negotiation or condemnation.

The property in GRMD is currently owned by the developer. Additional off-site easements may be necessary depending on the sanitary sewer alignment chosen. Exhibits Z show the

offsite wastewater alignment and the portions which require easements. Negotiations to acquire those easements are paused until an alternative is selected. Exhibit G contains ownership information of the project site within which all water improvements will be constructed.

- b) *A list of all other federal, state, and local permits and approvals that will be required for the Project, together with any proposal for coordinating these approvals with the County permitting process. Copies of any permits or approvals related to the Project that have been granted.*

Additional permits required for the project will include:

- i) Federal – Conditional Letter of Map Revision, Letter of Map Revision, USACE Wetlands Determination Letters.
 - ii) State – CDPHE Stormwater Discharge Permit, CDOT Permit, CDPHE Dewatering Permit, CDPHE Site Location Application and CDPHE BDR. See Exhibit DD for a summary of discussions that have been held with CDPHE.
 - iii) County – Site Development Plan permits, storm water permitting
 - iv) City/Local – The project is outside city limits however falls within the Pikes Peak Regional Building Department’s (PPRBD) limits. PPRBD general building permits and a Floodplain Development Permit will be required.
 - v) EPC Construction Activity Permit
 - vi) EPC Right-of-Way Permit
 - vii) Haul Route Agreement if required
- c) *Copies of relevant official federal and state consultation correspondence prepared for the Project; a description of all mitigation required by federal, state and local authorities; and copies of any draft or final environmental assessments or impact statements required for the Project.*

The Amended Water Rights Determinations from the Colorado Ground Water Commission are included in Exhibit T. See Exhibit P for more information on correspondence received from the USACE. See Exhibit R for information regarding correspondence with the State Historic Preservation Office.

The well permit applications for LFH-1 and A-1 are anticipated to be submitted to the State Engineer’s Office in February 2023.

The following documents will be submitted to CDPHE for review and approval:

- i. Site Location Application for lift station(s) – Anticipated submittal date: June 2023
- ii. Construction documents and Basis of Design Report (BDR) for lift station(s) and force main(s) – Anticipated submittal date: February 2024
- iii. BDR and Construction Documents for the water system including water treatment facility, source water (wells) and storage tank – Anticipated submittal date: November 2023

To date, no state permit or approvals have been received. Copies of all CDPHE approvals shall be provided to El Paso County as they are received.

Land Use

- a) *Provide a map at a scale relevant to the Project and acceptable to the Department describing existing land uses and existing zoning of the proposed Project area and the Project service area, including peripheral lands which may be impacted. The land use map shall include but need not necessarily be limited to the following categories: residential, commercial, industrial, extractive, transportation, communication and utility, institutional, open space, outdoor recreation, agricultural, forest land and water bodies. Show all special districts (school, fire, water, sanitation, etc.) within the Project area.*

Exhibit GG contains a map depicting zoning in the project area. Exhibits FF and E contain maps of neighboring special districts in the vicinity. Exhibit W contains maps of the land use in the project area. The service area for the water infrastructure is the Grandview Development. The wastewater service area depends on the alternative selected. The various service areas are shown in Exhibit MM.

The overall development plan consists of a mix of urban residential densities, institutional (i.e., school and church) and commercial land uses as depicted in the Sketch Plan included in Exhibit I. This community will contain ample open space, trails, and parks including a community park.

Residential Land Use:

- i) Majority of the proposed uses are residential for this community. The maximum number of residential units proposed Sketch Plan is based upon the proposed density of 4.24 units/acre totaling 3,260 units. The proposed residential development will range in density from Low Density (up to 2 dwelling units per acre) adjacent to part of the north boundary, with gradual transitions in density up to High Density (up to 12 dwelling units per acre) surrounding the commercial uses along Highway 24.

Institutional:

- ii) Two sites are planned for institutional uses. One site on the east half of the project is tentatively planned for an elementary school; the location and size of which has been discussed with the Peyton School District. The applicant had two meetings with the Peyton School District representatives to determine which site would be beneficial and the size that would be acceptable for an elementary school and the request was made to have a park adjacent to the school for a shared use purpose. These requests were accommodated and shown on the Sketch Plan accordingly. The area shown on the plan for the elementary school is 10.9 acres shown as Parcel "V". The other site in the northwest corner is tentatively planned for a church denoted as parcel A that is 6.1 acres.

- b) *All immediately affected public land boundaries should be indicated on the map. Potential impacts of the proposed development upon public lands will be visually illustrated on the map as well as described in the text.*

Exhibit W includes a map of the public lands near to the project area. No public lands, sans those rights-of-way planned to be used for linear infrastructure (gravity sewer and force mains) will be impacted by this development.

- c) *Specify whether and how the proposed Project conforms to the El Paso County Master Plan.*

Grandview falls within the “Area of Change” for new development and is planned for suburban and urban growth. Furthermore, the Master Plan states:

“These areas will be significantly transformed as new development takes place on lands currently largely designated as undeveloped or agricultural areas. Undeveloped portions of the County that are adjacent to a built-out area will be developed to match the character of that adjacent development or to a different supporting or otherwise complementary one such as an employment hub or business park adjacent to an urban neighborhood.”

As Grandview is adjacent to the last phases of Meridian Ranch, the project is a natural extension of development from west to east.

More specifically Grandview falls within the Suburban Residential Placetype which is described as:

“Predominantly residential areas with mostly single-family detached housing. This placetype can also include limited single-family attached and multifamily housing, provided such development is not the dominant development type and is supportive of and compatible with the overall single-family character of the area. This placetype often deviates from the traditional grid pattern of streets and contains a more curvilinear pattern.”

Grandview Reserve meets the description and intent of the Suburban Residential placetype. The Master Plan states there are Primary and Supporting Uses in this placetype as follows:

Primary

- *Single-Family Detached Residential with lots sizes smaller than 2.5 acres per lot, up to 5 units per acre*

Supporting

- *Single-family Attached and Multifamily Residential*
- *Parks/Open Space*
- *Commercial Retail and Commercial Service*
- *Institutional*

Grandview will encompass all of these uses with the primary use being single family as described above.

2021 El Paso County Master Plan - Priority Development Areas

The Master Plan states:

“This framework identifies specific locations throughout the County that should be prioritized first for new residential development to help accommodate growth”.

Filing 1 of Grandview Reserve falls within the “Suburban Residential” and “Urban Residential” areas including the “Priority Development Areas”. Therefore, this proposal meets the intent of the 2021 Master Plan.

2021 El Paso County Master Plan - Highway 24 Area

The Master Plan describes the “Highway 24” area as already growing and that the area along the Highway 24 corridor “should not be set aside for Large-Lot Residential alone”. The Master Plan further states:

“Falcon, and the surrounding area, is already growing, with the majority of homes being developed in the last two decades. The amount of vacant land along Highway 24 should not be set aside for Large-Lot Residential alone. Just as with the proposed Large-Lot Residential in this part of the County, proximity to Highway 24 and availability of central services is another benefit to expanding suburban development. The corridor provides important access south to Colorado Springs”.

- *To sustain Falcon’s growth momentum, the County should continue to prioritize Suburban Residential in this area. Doing so would match the community’s existing character and utilize available land to accommodate a sizable portion of the County’s expected population growth without negatively impacting adjacent areas.*

Therefore, Grandview Reserve and specifically Filing 1 meets the general intent of this Master plan core idea as it proposes Suburban Residential uses and densities.

2021 El Paso County Master Plan - Housing Mix

Regarding housing mixes the County Master Plan states:

“Housing variety provides multiple options to support residents regardless of income, house-hold size, and age. Providing an equitable mix of housing can ensure the viability of El Paso County as a home for all.”

This statement aligns well with the Grandview Reserve project as per the approved Sketch Plan with a project of this size, a large variety of housing types are proposed. Filing 1 (the first phase of Grandview Reserve) proposes 50’ and 60’ wide lots and future phases include duplex (paired units), townhomes and various other residential uses.

2021 El Paso County Master Plan - Affordability

The Master plan states:

Like many growing communities across the United States, housing affordability is an issue in El Paso County. With significant estimated growth over the next three decades, the County will undoubtedly have to continue addressing this issue. Since this Master Plan addresses unincorporated areas, the recommendations regarding affordability do as well.

The County Master plan further describes the need for attainable and more affordable homes which typically translates to smaller lots and homes instead of large estate lots. Grandview Reserve and specifically Filing 1 aligns with this goal of proposing smaller lots that are in a more affordable range rather than large estates lots that promote urban sprawl and high prices of homes un-affordable to most residents.

2013 El Paso County Parks Master Plan

One of the significant goals of the Parks Master Plan is to:

Provide a coordinated and connected system of parks, trails, and open space that is equitably distributed based on population and serves the needs of county residents.

The proposed development in Grandview will provide a demand for more parks, trails and open spaces. The proposed water and wastewater system will allow for irrigated parks with bathroom facilities should that be desired in the area. None of the proposed infrastructure will negatively impact existing parks facilities. A condition of the license agreement to use the Rock Island Trail for the gravity alignment along Hwy 24 is that the trail be restore to similar or better condition than it is currently. Grandview will work closely with the Parks Department to ensure that there are no negative impacts from the sewer line.

1996 El Paso County Mineral Extraction Master Plan

The Mineral Extraction Master Plan states that the primary material mined in El Paso County is aggregate. It states that coal mining is not considered economically feasible at this time. It also states that refractory clay mining is limited to the area around Calhan. Since the clay mining is not near the proposed project area, the review of the Mineral Extraction Master Plan was focused on aggregate mining.

The project area is primarily in soils classified as Upland Deposits. The master plan describes this as “sand, gravel with silt and clay; remnants of older streams deposited on topographic highs or bench like features.” The only active mine near the project area listed in the Master Plan is the Solberg Pit (State Permit Number M-81-044). It is located along Curtis Road so would only be near the project if CMD was selected as the wastewater treatment alternative. The proposed sewer alignment will be within the ROW of Curtis Road or withing the prescriptive easement. As such, it will not impact the Solberg Pit.

After reviewing the Mineral Extraction Master Plan and evaluating the impacts of the proposed project, it is apparent that the proposed project will not have a negative impact on mineral extraction and complies with the general intent of the Master Plan.

2016 El Paso County Major Transportation Corridors Plan

The Major Transportation Corridors Plan states that growth in the County will lead to a need for new roads and improvements to existing roads. The following roads in the project area are identified for improvements:

1. Proposed Bicycle Routes: Curtis Road, Judge Orr Road and Stapleton Drive
2. Rural County Road Upgrades: Curtis Road and Falcon Hwy
3. County Road Capacity Improvements: Judge Orr Road and Stapleton Drive

All 3 wastewater alternatives include linear infrastructure either crossing or paralleling those roads. The gravity sewer and force mains will be designed to be installed outside of the pavement cross section to reduce the impact to the roads. Crossing of paved roads are anticipated to be bored to reduce pavement damage and minimize impact to traffic. For those reasons, the infrastructure in the proposed project will have minimal negative impact on the roads identified in the Major Transportation Corridors Plan and is in general conformance with the Plan.

2018 El Paso County Water Master Plan

The Water Master Plan places an emphasis on protecting water quality, promoting responsible use of water resources and encouraging re-use. The proposed project is located in Planning Region 3 as identified in the Water Master Plan. The Water Master Plan projects growth in Region 3 and Grandview is an example of that projected growth. This project complies with the Water Master Plan in the following ways:

1. Protects water quality by utilizing existing, advanced wastewater treatment facilities. Both WHMD and CMD treat their wastewater to a very high level and both plants are modern, having been built or significantly upgraded in the last 4 years. Both plants discharge highly treated effluent which helps to maintain clean source water.
2. Grandview intends to encourage responsible use of water by implementing tiered water rates, similar to other Metropolitan Districts in the area. Tiered rates have proven to be effective in reducing water use and therefore help to conserve water.
3. While the current project does not include re-use, discussions have been held with both CMD and WHMD to ensure that re-use will be a possibility in the future. Both CMD and WHMD have language in their agreements that allow for re-use by Grandview. Once re-use is a

possibility (either by CMD having their Replacement Plan approved by the State or by WHMD achieving a higher level of treatment), Grandview will consider how best to implement water re-use.

As such, the proposed project generally conforms to the goals of the Water Master Plan.

b) *Specify whether and how the proposed Project conforms to applicable regional and state planning policies.*

The Pikes Peak Area Council of Governments (PPACG) Regional Water Quality Plan is the regional planning policy most applicable to this project. The project is located in the Upper Black Squirrel Watershed which is a subbasin of the Chico Creek Watershed. The following are some excerpts from the Water Quality Plan accompanied by brief descriptions of how the project aligns with the Water Quality Plan:

- i) "Groundwater quality could be impacted from an increased reliance on onsite wastewater systems instead of centralized wastewater treatment." The proposed project includes a centralized wastewater system which benefits groundwater quality.
- ii) "Stormwater detention, retention ponds or other BMPs should be utilized to minimize flooding, maximize infiltration and minimize water quality impacts from impervious surface contaminants." The proposed development shall include detention ponds and other BMPs designed to minimize water quality impacts.
- iii) "Recommend regional cooperation...to avoid the proliferation of individual wastewater treatment facilities". The proposed project may utilize the WHMD WRF or CMD WRF to provide wastewater treatment depending on the alternative selected by the applicant.

c) *Specify whether and how the proposed Project conforms to applicable federal land management policies.*

No federal lands will be impacted by this project, the development of Grandview Metro District is limited to privately owned land. Regardless, the development process, resale, and maintenance of Grandview Metro District will follow the regulations set forth by the Federal Land Policy. The surface drainage channel design will follow FEMA guidelines for floodplain delineation and design.

d) *If relevant to the Project design, describe the agricultural productivity capability of the land in the Project area, using Soils Conservation Service soils classification data.*

The land to be used for Grandview Metro District was previously used for agricultural purposes and has the capability of being agriculturally productive. Approximately 55% of the proposed development includes Group A soils and the other 45% are classified as Group B soils. Exhibit S contains the SCS soil classification map for the area.

- e) *Describe the probability that the Project may be significantly affected by earthquakes, floods, fires, snow, slides, avalanches, rockslides or landslides and any measures that will be taken to reduce the impact of such events upon the Project.*

The probability that the land will be affected by earthquakes, slides, avalanches, rockslides or landslides is extremely low. The location of the site development is far away from sloping land formations where rockslides, landslides, and avalanches may pose a threat. Seismic activity is largely absent in northeast Colorado. No measures will be taken to reduce the impacts of these events beyond ensuring that the common standards are met. For impacts due to floods, fires and snow, the project will be designed to local, state and federal regulations governing such impacts such as surface drainage design, fire protection required for each particular building type and structural design of buildings for snow loads.

- f) *Specify if excess service capabilities created by the proposed Project will prove likely to generate sprawl or strip development.*

The project falls within El Paso County's master plan, described in additional detail above. The project will likely not generate any additional sprawl or strip development. The project is proposed in answer to the growing population but does not intend to generate any additional spread. The few job opportunities generated by the development (school personnel, utility personnel, etc.) may be filled by current community residents. Sprawl would not necessarily increase in response to the capacity developed for the purpose of Grandview Reserve Metropolitan District.

The water system will be sized to serve only GRMD and is not projected to have any excess capacity.

If either the CMD or WHMD wastewater solution is selected, the wastewater infrastructure will be sized and located to potentially serve other properties in the region. However, currently all of the capacity in CMD's plant is under contract. Additionally, both CMD and WHMD's facilities are regional facilities, so a potential for central wastewater service in this area exists regardless of whether or not the infrastructure in this 1041 application is constructed. Therefore, the increased risk of additional urban development in this area is not significantly increased by the proposed project.

- g) *Specify whether the demand for the Project is associated with development within or contiguous to existing service areas.*

The demand for the project exists and as demand increases the development will progress. It is not expected that the entire development will occur over a short period of time however each phase/filing will go through final planning and engineering efforts as demand is forecast. The residential population of the area is estimated to increase by approximately



8,125 as a result of the development. The project is associated with development contiguous to the existing service areas (MSMD and 4WRMD).

Surface and Subsurface Drainage Analysis

- a) *The applicant shall supply a surface and subsurface drainage analysis.*

A Master Development Drainage Study has been done for the project and is included in Exhibit L of the appendix. In general, the site has 4 major drainage channels running through the site which will be used in conjunction with detention facilities to control storm surface drainage. Sub surface drainage will include storm sewer systems to convey flow captured with the streets and will ultimately discharge to the aforementioned ponds and ultimately to the drainage channels. The Final Drainage Reports will be provided with the site development plans(s) and subdivisions.

Financial Feasibility of the Project

- a) *Relevant bond issue, loan and other financing approvals or certifications (ex: approved bond issues; bond counsel opinion).*

The District anticipates issuing bonds to pay for the capital water and wastewater improvements in this 1041 submittal. The initial bond issuance contemplated in the Service Plan is for approximately \$65,025,000. Subsequent bond issues are anticipated.

The water infrastructure proposed in this 1041 application is anticipated to cost \$60M-\$70M. Approximately \$10-\$15M of that will be needed for Phase 1. The wastewater infrastructure is projected to cost \$6M-\$26M depending on the alternative selected. Additional costs for existing infrastructure expansion could range from \$5M-\$15M. All wastewater costs are anticipated to be incurred in Phase 1.

The projected mill levy for the District is 60 mills for residential and 45 mills for commercial development. Of those, 10 mills from both residential and commercial will be used for O&M expenses. At buildout, annual O&M revenue from those 10 mills are anticipated to be \$2,427,321. Refer to the Grandview Reserve Metro District Service Plan, Exhibit J for more details.

- b) *Business plan that generally describes the financial feasibility of the Project.*

The property within GRMD is divided into 4 parcels as follows:

Schedule Number	Owner
4200000471	Cross Fellowship Church
4200000473	4 Site Investments LLC
4200000464	4 Site Investments LLC
4200000465	4 Site Investments LLC

Melody Homes Inc is under contract to purchase a portion of parcel number 4200000473.

Cost estimates for the proposed public improvements were generated by Developer representatives, with the assistance of HR Green, Inc., who all have experience in the completion of similar improvements.

It should be noted, though, that such costs estimates are preliminary in nature and the ultimate costs may increase or decrease depending on numerous factors, many of which are out of the Developer's control. In particular, these initial cost estimates only include the public improvement portion of costs and the total project improvement costs may be significantly higher.

Anticipated development of approximately 3,260 single-family residential units and 20,000 square feet of commercial development. The rate of absorption provided in the Service Plan (Exhibit J) is a projection based on information from the developer and is used for estimating the financial plan. There is no way to accurately predict absorption due to variables such as the economic factors, housing demand, land-use approval timing, building supply chains, and labor availability. In view of these factors, the bond underwriter projects the potential ability of the Districts to discharge the proposed debt per the statutory requirement. If absorption is delayed or accelerated, the bond issuance parameters will reflect those changes at the time of issuance.

The estimated initial assessed value at time of complete build-out, estimated to be in 2036, is \$105,013,186. The District is anticipated to complete an estimated \$285,000,000 of on and off-site public improvements including, but not limited to on and off-site streets, roadway, water and sanitary, stormwater and drainage, landscaping, and park and recreation improvements. The water and wastewater infrastructure included in this application is expected to account for approximately \$85,000,000 - \$105,000,000 of the total public improvement cost. GRMD is anticipated to fund the construction costs for all public improvements included in this permit application.

Local Infrastructure and Service Impacts

- a) *An impact analysis that addresses the manner in which the applicant will comply with the relevant Permit Application Review Criteria. The impact analysis shall include the following information: description of existing capacity of and demand for local government services including but not limited to roads, schools, water and wastewater treatment, water supply, emergency services, transportation, infrastructure, and other services necessary to accommodate the Project within El Paso County.*
 - i) Roads: Rex Road will be extended for greater ease in transportation. US Highway 24 is planned to be widened to four lanes through Falcon. PPRTA-funded improvements are anticipated in the future at the intersection of Eastonville Road and Stapleton Drive. A

- plan of proposed roadways within the development is included in the Sketch Plan in Exhibit I. For more information about roads and traffic studies, please review Exhibit X.
- ii) Schools: Peyton School District will serve the property and a potential elementary school site is provided on the Sketch Plan in Exhibit I. The school district will be impacted by the development of this elementary school. The school is not likely to adversely affect the school district or its preexisting entities.
 - iii) Water and Wastewater Treatment and Water Supply: Wastewater treatment will be provided by an existing WRF. Both the CMD and WHMD WRFs would need to be expanded to provide treatment for the full build-out of the project. The proposed water supply is based on adjudicated water rights. Based on the water determinations included, the water supply will not have an impact on adjacent properties or water rights.
 - iv) Emergency services: Falcon Fire Protection District and Peyton Fire Protection District will provide fire protection since the property spans the boundaries between districts. Fire Protection letters from both fire protection districts are provided with this application in Exhibit K.
 - v) Transportation: School bus routes will be impacted by the new housing development and the development of a new elementary school. Traffic will be impacted by increased population in the area. For Traffic Impact Studies refer to Exhibit X.
 - vi) Infrastructure: The development will consist of housing, roads, parks, trails, and an elementary school. Further commercial development may result from the increase in population in the area. For more information about road and water developments, see sections i and iii above.
 - vii) Other services: The proposed community park will be the central focal point of the neighborhood and will provide a venue for recreational activities, social events, and community entertainment. This will help to provide a strong and connected community, which will have a positive social impact on this part of the County. Mountain View Electric Association Inc. (MVEA) will provide electric service to the property. A Will Serve letter is provided with this application. Utility services for El Paso County may be impacted by the development. Pikes Peak Library District may be slightly impacted by a small increase in patrons due to the regional population growth, however this impact should be offset by the correlational rise in financial support by that population.

Recreational Opportunities

- a) *Description of the impacts and net effect of the Project on present and potential recreational opportunities.*

An expansive system of parks, open space, and trails is planned throughout the community. Many of the major open space corridors follow the four major existing drainage-ways. The proposed trails within this community will connect to the existing Rock Island Trail along the eastern boundary to the rest of this community. The trails will also provide connection to the El Paso County Falcon Regional Park northwest of this project. Over 16% of the site is proposed in open space. A large, 6.3-acre community park is the central focal point of the community, adjacent to the proposed institutional parcel that is tentatively planned for an

elementary school. The park and school will be linked to the entire community by the trail system and sidewalks. There are also numerous smaller neighborhood parks (0.25 acres – 1 acre) throughout the community all linked by the expansive trail system that approximately equals 5 acres. The locations and sizes of the parks shown on the Sketch Plan are approximate only and subject to change as more detailed plans are created in the future. This approximate acreage for the pocket parks does not include opens space and detention ponds. Commercial uses are sited along Highway 24 at the main entrance to the community. It is unknown at this time the type uses; however, the intent is mixed, low to medium density commercial uses (not industrial) that will serve this community (within walking distance) and users traveling in vehicles along Highway 24. Please reference Exhibit N for comments from Parks and Wildlife and Exhibit I for more information about the development of recreational areas.

Areas of Paleontological, Historic or Archeological Importance

- a) *Description of the impacts and net effect of the Project on sites of paleontological, historic or archeological interest.*

According to the Historic Survey conducted by the Office of Archeology and Historic Preservation, the only point of historical importance involved in the development of the property is the Rock Island Regional Trail that runs parallel to Highway 24 between Falcon and Peyton and is part of the America the Beautiful Trail. It was constructed on the former Chicago and Rock Island Railroad Line that ran between Falcon and Peyton and thus has cultural and historical significance. While there will likely be no major long-term disruption to the trail as a result of the development, it may be temporarily impacted by access ways and staging areas during the construction phase. Please see Exhibit R for more information on points of historical importance.

Nuisance

- a) Descriptions of noise, glare, dust, fumes, vibration, and odor levels anticipated to be caused by the Project.

Noise:

The results of the noise prediction were compared to the noise abatement criteria contained in Exhibit 1 of the Colorado Department of Transportation Noise Analysis and Abatement Guidelines dated January 15, 2015. The proposed residential areas would be considered Category “B” land uses. The threshold for exterior noise level for Category B is 66 decibels Leq(h). The results of the noise prediction show that in the year 2040, receivers 1, 2, and 3 located on the east boundary of Parcel K would have predicted noise levels which would exceed this threshold.

If a six-and-a-half-foot high noise barrier were constructed at the location shown, these noise receiver locations are predicted to be below the threshold. This noise barrier could be

a wall, a berm, or a combination of the two. If a wall is constructed, it should be made of rigid material with a density of at least 4 pounds per square foot and should have no gaps. Receivers 4 through 9 located on the east boundary of Parcels L, M, and N have predicted noise levels that would not exceed 66 decibels Leq(h) and therefore noise mitigation would not be required adjacent to these parcels. Please see Exhibit Q for more information on Noise Reports.

Glare:

The plans for Grandview Reserve Metropolitan District water and wastewater infrastructure do not include any structures of significant size and glazing to impact glare.

Dust:

While dust may be a factor during construction phases, measures should be taken to control dust and particulate spread. Construction crews should follow Erosion Control Plans provided in final design sets. Landscaping, seeding mulching, and sodding efforts should be sufficient to mitigate any long-term effects of dust in the area.

Fumes:

Facilities developed in connection with Grandview Metro District will comply to standard practices to mitigate any diffusion of fumes.

Vibration:

Use of construction equipment that results in significant vibration will be strategically managed to diminish any negative impacts of vibration for nearby residents during construction. Long-term, no facilities developed in connection with Grandview Metro District will contribute to any increase in vibration in the area.

Odor:

Wastewater facilities developed in connection with Grandview Metro District will comply to standard practices of odor control to prevent the diffusion of odor vapors. The lift station(s) will have either liquid or gas phase odor control.

Air Quality

- a) *Description of the impacts and net effect that the Project would have on air quality during both construction and operation, and under both average and worst case conditions, considering particulate matter and aerosols, oxides, hydrocarbons, oxidants, and other chemicals, temperature effects and atmospheric interactions.*

Air quality may be impacted due to construction causing an increase of dust and particulate. During construction the contractor will be required to obtain an Air Pollutant Emission Notice (APEN) Permit from CDPHE by filling out Form APCD-223 for land development activities disturbing more than 25 acres. Additionally, should the contractor have any generators on site they may need additional APEN permits as well.

Long term, the proposed water and wastewater infrastructure will have a negligible impact on air quality. Electric motors shall be used for all facilities except for backup generators which shall be diesel. The backup generators will rarely be run and therefore will have a negligible

effect on air quality. Odor control at the lift station(s) will be either liquid or gas phase. The only chemicals anticipated to be stored for this project sodium hypochlorite for disinfection and bioxide for odor control. They will be stored in appropriate containers and properly vented to avoid impacts to air quality.

Visual Quality

- a) *Description of the impacts and net effect that the Project would have on visual quality, considering viewsheds, scenic vistas, unique landscapes or land formations within view of the Project area.*

The development is not within a viewshed nor is it currently a scenic vista. The site is currently gently sloping range land with minor drainage channels within the property. An ill-defined and undulating hill, which likely an eroded remnant bluff, is present in the north-central portion of the site. The development will generally use the natural topography for development with grading to be completed to convey storm water and provide scenic vistas to the front range when possible. The development will improve the visual aesthetics of the natural drainage ways with natural stream design and landscape plantings.

The following water and wastewater facilities will have above grade buildings that will be constructed to match the character of the surrounding development. They will be single-story and have siding and roofing material which matches the nearby homes:

1. Water treatment facilities
2. Well houses
3. Lift stations

The water storage tanks shall be above grade. They will be painted tan to prevent them standing out as much as possible. Water storage tanks are anticipated not to exceed 40' above grade unless an elevated storage tank is selected. The height of the elevated storage tanks will be discussed with EPC for their approval as each specific tank is designed.

Surface Water Quality

- a) *Map and/or description of all surface waters relevant to the Project, including description of provisions of the applicable regional water quality management plan, and NPDES Phase II Permit and necessary El Paso County Erosion and Stormwater Quality Control Permit ("ESQCP"), Section 404 Federal Clean Water Act Permit that applies to the Project and assessment of whether the Project would comply with those provisions.*

The property contains 4 natural drainage channels which are ephemeral streams. The four channels are referred to as follows moving from west to east: The Main Stem, Main Stem Tributary Number 2, East Fork tributary, and the East Fork. All four drainage channels are tributary to Black Squirrel Creek and lie within the Gieck Ranch Drainage Basin. All channels within this watershed are part of the Arkansas River water basin.

Currently there is not an adopted Drainage Basin Planning Study for the site however a Master Development Drainage Plan has been developed for the project which this development will follow recommendations and general design guidance. As part of the development, full spectrum detention facilities will be installed to provide water quality for the development. The facilities will be designed using El Paso County criteria and provide stormwater quality by slowing the release of stormwater captured by the ponds and allowing solids to settle out. Additionally, when possible, the revised drainage channels, which were not jurisdictional wetlands, will be used to convey stormwater via a natural channel. Currently, the Main Stem and Main Stem tributary of the Gieck Ranch Drainage Basin will be regraded and stabilized to accommodate the new flows. The Conditional Letter of Map Revision has been sent to FEMA. Wetlands will not be negatively impacted by the development. Please consult Exhibit O for more information about wetland impacts. Stormwater must be treated before entering the natural channels. The natural channel will provide a pervious means to transport stormwater and provide some water quality benefits as well.

On site practices for the homes, schools, churches, and other buildings should use means such that impervious areas drain across pervious area to allow for infiltration during the minor events. This would include discharge of the gutters onto landscape areas vs. directly connecting to storm sewer and using natural ditches and swales where it is logical and makes sense to convey stormwater in lieu of storm sewer piping.

b) *Existing data monitoring sources.*

No existing monitoring is currently occurring related to the water quality of these streams nor is Black Squirrel Creek listed by CDPHE as impaired waters.

c) *Descriptions of the immediate and long-term impact and net effects that the Project would have on the quantity and quality of surface water under both average and worst-case conditions.*

Overall runoff from the site will by and large match the predevelopment peak flows. The volume of water will increase however as the drainage channels are designed; continuous simulation models will be done to see the effects of prolonged runoff rates. Increases in runoff volume can impact natural drainage channels that typically would not have a base flow however geomorphic assessments and design have been done to reduce the possibilities for erosion within the channel.

In a worst-case scenario should the detention ponds fail or a storm event exceeding the maximum design of the detention basins and storm sewer occur, drainage channels within the area would likely fare better than a natural channel as improvements to the channels will occur to limit head cutting within the channel thalweg along with providing additional free board in the channels for storms exceeding their designed intent.

Groundwater Quality

- b) *Map and/or description of all groundwater, including any and all aquifers relevant to the Project. At a minimum, the description should include:*

Refer to Exhibit V for more information about groundwater. Seasonal water levels in each portion of the aquifer affected by the Project.

- i) Since the Denver Basin water for this project is non-tributary, the static water level in those aquifers is anticipated to drop over time. The alluvial groundwater levels at the development site are anticipated to drop during construction due to expected dewatering efforts and well pumping.

Seasonal alluvial groundwater levels in this area fluctuate based on precipitation in the region. Groundwater is anticipated at levels starting anywhere from 8 to 17 feet deep, based on the Subsurface Soil Investigation performed by CTL Thompson., dated December 23, 2020 and enclosed in Appendix U and an earlier Subsurface Soil Investigation was performed by Entech Engineering, dated January 15, 2019 and also enclosed in Appendix U shows groundwater levels starting anywhere from 4.5 to 19 feet deep.

After completion of the project, and after removal of temporary dewatering equipment, groundwater levels adjacent to the development are anticipated to return to typical seasonal levels.

Artesian pressure in said aquifers.

- ii) There are no known artesian wells or artesian confined aquifers at the proposed location.

Groundwater flow directions and levels.

- iii) Groundwater generally flows from the northwest to the southeast in the project area. Groundwater has been encountered approximately 5 feet below existing grade in early summer. The soils report, included as Exhibit S, contains additional information on groundwater conditions. Exhibit O also includes information about existing soil conditions in Section 3.

Existing aquifer recharge rates and methodology used to calculate recharge to the aquifer from any recharge sources.

- iv) Existing aquifer recharge rates have not been determined for this project, nor have methodologies been used to calculate recharge rates from any sources.

For aquifers to be used as part of a water storage system, methodology and results of tests used to determine the ability of the aquifer to impound groundwater and aquifer storage capacity.

- v) No aquifers are planned to be used for water storage for this project.

Seepage losses expected at any subsurface dam and at stream-aquifer interfaces and methodology used to calculate seepage losses in the affected streams, including description and location of measuring devices.

- vi) There are no subsurface dams or stream-aquifer interfaces that the project is anticipated to affect.

Existing groundwater quality and classification

- vii) The groundwater in the area can be classified as EPA Class II – Ground water currently and potentially a source for drinking water.

Location of all water wells potentially affected by the Project and their uses.

- viii) There are currently two wells in use at the 4WRMD filter plant site, and the distance between the proposed lift station and the wells is over 2,000 feet (horizontally).

This distance is in conformance with the Office of the State Engineer, State Board of Examiners of Water Well Construction and Pump Installation Contractors, Rules and Regulations for Water Well Construction, Pump Installation, Cistern Installation, and Monitoring & Observation Hole/Well Construction - 2 CCR 402-2, Effective Date January 1, 2005, Section 12.2.2, which states:

10.2.2 Wells shall not be located closer than one hundred (100) feet horizontally to the nearest existing source of contaminants or fifty (50) feet from a septic tank, sewer line or other vessel containing contaminants. A request for variance must be submitted and written approval from the Board must be obtained prior to the construction of a well that cannot meet this spacing requirement.

This distance also exceeds the values listed in Table 7-1, Chapter 8 of the El Paso County Board of Health On-Site Wastewater Treatment System Regulations. This table lists a minimum horizontal distance of 50 feet between a sewage vault and a well.

Description of the impacts and net effect of the Project on groundwater.

- ix) Temporary dewatering is likely to lower groundwater levels immediately adjacent to the lift station during construction. After completion of the project, and after removal of temporary dewatering equipment, groundwater levels adjacent to the lift station are anticipated to return to typical seasonal levels. It is anticipated that there will be little to no net effect of this project on groundwater.

Water Quantity

- a) *Map and/or description of existing stream flows and reservoir levels relevant to the Project.*

As mentioned within the surface water quality portion of this project, a Master Development Drainage Plan has been developed for the project which goes into detail related to storm water quality and quantity. No channels within the site have constant base flow at this time nor do reservoirs exist within the property boundaries. A small farm stock pond does currently exist in the western portion of the site however this pond does not provide any meaningful water storage or benefits to the existing land and will be removed as part of the development project.

Stream flow amounts are discussed in greater detail in the MDDP in Exhibit L.

- b) *Map and/or description of existing minimum stream flows held by the Colorado Water Conservation Board.*

No existing minimum stream flows are held by the Colorado Water Conservation Board.

- c) *Descriptions of the impacts and net effect that the Project would have on water quantity.*

The project will use water from Determinations 510-BD and 511-BD. GRMD currently owns 140,000 acre-ft of Arapahoe water under 511-BD and 131,250 acre-ft of LFH water under 510-BD. Both determinations allow for municipal use by GRMD. The Determinations are included in Exhibit T. Both water rights are non-tributary and allow the District to use them to extinction. The quantities of water included in the determinations are determined by the State Engineer's office so that GRMD's use of that water will not negatively impact other water rights. Based on the 300-year rule, the proposed water supply will last for 300 years before being exhausted if it is on the only supply. GRMD is continuing to explore options for re-use which will reduce their dependency on the Denver Basin water supplies and extend their useful life. More details regarding possible re-use plans are included in Section d below.

- d) *Statement of methods for efficient utilization of water, including recycling and reuse.*

This project will deliver wastewater to either Cherokee Metropolitan District or Woodmen Hills Metropolitan District Wastewater Treatment Facility.

Cherokee is currently processing a replacement plan with the State that will allow CMD to utilize an alluvial aquifer recharge system downstream of the treatment facility that pumps water north for reuse. The CMD WRF is in the same basin (Upper Black Squirrel) as GRMD so they will be eligible to participate in replacement plan water once approved.

Woodmen currently does not implement reuse. The Draft Agreement (Exhibit AA) with WHMD allows for GRMD to re-use treated effluent. Currently, the WHMD WRF does not provide a high enough level of treatment for the effluent to be re-used without additional treatment.

Grandview will continue to evaluate opportunities for re-use.

Floodplains, Wetlands and Riparian Areas; Terrestrial and Aquatic Animals, Plant Life and Habitat

a) Floodplains:

The property contains portions of floodplain as shown in the FEMA Flood Insurance Rate Maps 08041C0556G and 08041C0552G effective December 7, 2018. Exhibit M provides current FEMA FIRM maps of the area involved in the development of Grandview Metro District. Currently, the Main Stem and Main Stem tributary of the Gieck Ranch Drainage Basin will be regraded and stabilized to accommodate the new flows. The Conditional Letter of Map Revision has been sent to FEMA. The Letter of Map Revision will be sent to FEMA once construction is complete.

b) Wildlife:

The impact to wildlife is parallel to that for vegetation. Species that occur in wetland and riparian habitat are expected to benefit from the habitat restoration and management plan for the drainages and Open Space. Implementation of the stormwater management plan will assist in protecting water quality in the drainages to ameliorate development impacts on aquatic wildlife species. Many shortgrass prairie specialist species avoid areas with buildings, overhead power lines, and trees; thus, the project is expected to have the most significant negative impact on these species; however, effects may be ameliorated by improving native vegetation in the disturbed shortgrass prairie areas (refer to Vegetation section above). Reference Exhibit N for correspondence with CPW and Sections 3.7 and 4 of Exhibit O for additional information about wildlife and the impacts of wetland habitat.

Additional measures to reduce impacts to wildlife include:

- i) Limiting the use of herbicides, pesticides, and fertilizers.
- ii) Minimizing the installation of fencing; and when fencing is needed, use wildlife friendly fences or include specific wildlife crossings along fence lines.
- iii) Designing road crossing over the drainages to enable wildlife underpass and allow use of the drainages as movement corridors to reduce collisions with vehicles.
- iv) Managing pets to avoid conflicts with wildlife.

Soils, Geologic Conditions and Natural Hazards

- a) *Map and/or description of soils, geologic conditions, and natural hazards including but not limited to soil types, drainage areas, slopes, avalanche areas, debris fans, mud flows, rockslide areas, faults and fissures, seismic history, and wildfire hazard areas, all as relevant to the Project area.*

The Soils and Geology Report prepared by Entech on January 15, 2019 identifies geologic conditions that occur on the property. This Entech report was for the overall property. Site specific reports will be developed and submitted with each site development plan as they become available. The site was found to be suitable for development. Refer to Exhibit U for additional information.

- b) *Descriptions of the risks to the Project from natural hazards.*

Refer to Exhibit P for risk due to natural hazards.

- c) *Descriptions of the impacts and net effect of the Project on soil and geologic conditions in the area.*

The project is not anticipated to have adverse impacts on soil and geologic conditions.

Hazardous Materials

- a) *Description of all solid waste, hazardous waste, petroleum products, hazardous, toxic, and explosive substances to be used, stored, transported, disturbed or produced in connection with the Project, including the type and amount of such substances, their location, and the practices and procedures to be implemented to avoid accidental release and exposure.*

Exhibit P includes a map of hazardous materials storage locations. Diesel and Sodium Hypochlorite will be utilized in the water treatment plants and the location of these materials is specified in the map. Diesel will be stored at the lift station(s) for the emergency generators. All hazardous materials will be stored in double-walled tanks or have secondary containment. Operations staff shall develop site specific material safety plans before the facilities are put into operation. Some materials may be involved in the construction process, but construction crews will handle any hazardous materials according to regulations. Solid waste generated from residential and light commercial use will occur however this will be handled by normal waste management contractors and facilities.

- b) *Location of storage areas designated for equipment, fuel, lubricants, and chemical and waste storage with an explanation of spill containment plans and structures.*

As part of CDPHE's permitting process for construction water quality, contractor's working on the site will be required to submit for approval materials management plans should storage of equipment, fuel, lubricants and chemical waste occur as part of the construction. Ultimate means and methods of this will be done by the contractor.

Monitoring and Mitigation Plan

- a) *Description of all mitigation that is proposed to avoid, minimize or compensate for adverse impacts of the Project and to maximize positive impacts of the Project.*

As part of the development process for Grandview Reserve, land planning efforts, including landscape design of the site will be done to enhance the beauty of the site. An expansive system of parks, open space, and trails is planned throughout the community. Many of the major open space corridors follow the four major existing drainage-ways. The proposed trails within this community will connect to the existing Rock Island Trail along the eastern boundary to the rest of this community. The trails will also provide connection to the El Paso County Falcon Regional Park northwest of this project. Over 16% of the site is proposed in open space. A large, 6.3-acre community park is the central focal point of the community, adjacent to the proposed institutional parcel that is tentatively planned for an elementary school. The park and school will be linked to the entire community by the trail system and sidewalks. There are also numerous smaller neighborhood parks (0.25 acres – 1 acre) throughout the community all linked by the expansive trail system that approximately equals 5 acres. The locations and sizes of the parks shown on the Sketch Plan are approximate only and subject to change as more detailed plans are created in the future.

A LOMR will be completed for the impacted drainageways designated as Zone X as required by FEMA. There are four drainageways on the property. Portions of the drainageways will be reconfigured in a manner to stabilize the drainageway in order to lessen the impacts of the surrounding uses. Stabilizing the drainageways will ultimately lessen the maintenance typical required with agricultural use or development. Less maintenance will decrease financial obligations over the life of the waterway.

- b) *Describe how and when mitigation will be implemented and financed.*

These improvements to mitigate possible adverse impacts will be paid for initially by the developer and will be managed via homeowner's associations within the single and multi-family development areas and via the commercial property owners within the commercial development areas. Ongoing maintenance of parks, community parks and landscaped areas will be funded from HOA fees and district fees paid as part of property taxes. Furthermore, the district will collect revenue to manage and own the open space areas as well as CCR enforcement.

- c) *Describe impacts that are unavoidable that cannot be mitigated.*

As all impacts to the site cannot be avoided it should be noted that increased quantity of water leaving the site is to be expected. This may lead to increased vegetation along the lower drainage ways which could reduce the conveyance capabilities of the water.

Additionally, because surface water will have fewer means to infiltrate into the ground water system it is expected that the groundwater level within the area may reduce. Lastly because the development will provide homes for a large amount of people, traffic to and within the area will increase which may affect the existing air quality.

- d) *Description of methodology used to measure impacts of the Project and effectiveness of proposed mitigation measures.*

Proven methods for waterway stabilization in the form of natural waterways is implemented in this project.

- e) *Description, location and intervals of proposed monitoring to ensure that mitigation will be effective.*

GRMD will perform regular maintenance checks. The maintenance check interval will be determined on a case by case basis for each mitigation as it is implemented.

Additional Information

To be provided should the director require additional information.



Documents Related to 3.201 [Source Water]

- 1..... Description of Efficient Water Use
- 2.....Map and Description of Water Projects and Providers
- 3..... Description of Water to Be Used by the Project
- 4.....Water Rights

Documents Related to 3.201 [Source Water]

1. Description of Efficient Water Use:

- a) *Description of efficient water use, recycling and reuse technology the Project intends to use. Such description shall include estimated stream transit losses of water, reservoir evaporation losses, and power and energy requirements of the Project and alternatives to the Project.*

The following alternatives were considered for water and wastewater service for the proposed development:

1. Annexation into City of Colorado Springs – not feasible given the requirement that properties to be annexed into the City must be within 3 miles of the existing city limit.
2. Wastewater treatment provided by WHMD – DR Horton has a draft agreement with WHMD for wastewater treatment and have continued to pursue this option as a viable alternative. This is the preferred option. The draft agreement is included in Exhibit AA.
3. Wastewater treatment provided by CMD – The District has obtained an IGA with CMD for wastewater treatment and have continued to pursue this option as a viable alternative.
4. Wastewater conveyance provided by MSMD – The District has had discussions with MSMD regarding purchasing capacity in MSMD’s lift station, force main, and the CMD WRF.
5. GRMD has had discussions with MSMD and WHMD regarding serving water but has not been able to reach an agreement at this point. Discussions regarding water service or interconnections may be revisited in the future.

The Arapahoe and Laramie Fox Hills water rights for this project are non-tributary and therefore 98% may be used to extinction with 2% reserved for post pumping depletions. Wastewater treatment will be provided by Cherokee Metropolitan District (CMD) or WHMD as described in Section 2.303 page 7. CMD currently has a replacement plan filed with the State. Once approved, treated effluent from the CMD wastewater treatment plant can be removed from the Upper Black Squirrel Groundwater Basin making the water available for use. The IGA between CMD and GRMD allows for GRMD to use replacement plan water. WHMD does not currently re-use water, however the draft agreement between DR Horton and WHMD allows for potential re-use in the future.

The project does not include any open-air storage or conveyance so transit water loss and evaporative losses will not occur.

The power requirements for the water system are anticipated to be as follows:

1. Water treatment facilities – Approximately 50 HP per treatment facility.

2. Booster pump stations – Approximately 75-150 HP. This is dependent on actual fire flow requirements which will be determined once maximum building square footage is known.
3. Well Sites – Approximately 150 HP per LFH well and 50 HP per Arapahoe well.
4. Tank sites – Power requirements are for mixing, approximately 10 HP per tank.

Exhibit C shows the proposed locations of the water infrastructure.

2. Map and Description of Water Projects and Providers:

- a) *Map and description of other municipal and industrial water projects and providers in the vicinity of the Project, including their capacity and existing service levels, location of intake and discharge points, service fees and rates, debt structure and service plan boundaries and reasons for and against hooking on to those facilities.*

Potential future interconnections may be made with neighboring districts to foster conjunctive use and better accommodate water supply emergencies. Possible water connections to other districts could be in the form of full interconnectivity (water flowing both directions, all the time) or in the form of an emergency connection (normally closed, only opened to flow one way during an emergency). Exhibit FF shows significant adjacent water and wastewater infrastructure that was publicly available.

As with neighboring districts, Grandview will likely implement tiered water rates to help reduce water usage. In addition, multiple stages of water restrictions can be implemented during drought years and when infrastructure repairs are required (i.e., well pumps need to be replaced in the middle of the summer). Exhibit C provides more information about proposed Water infrastructure plans. Exhibit A provides a Vicinity Map and Exhibit E provides a Surrounding Metro District Map to give a greater understanding of the project in relation to the surrounding infrastructure.

3. Description of Water to Be Used by the Project:

- a) *Description of the water to be used by the Project and to the extent identified by the Director in consultation with the applicant, alternatives, including: the source, amount, the quality of such water; the applicant's right to use the water, including adjudicated decrees or determinations and any substitute water supply plans, and applications for decrees or determinations; proposed points of diversion and changes in the points of diversion; the existing uses of the water; adequate proof that adequate water resources have been or can and will be committed to and retained for the Project, and that applicant can and will supply the Project with water of adequate quality, quantity, and dependability; and approval by the respective Designated Ground Water Management District if applicable. If an augmentation or replacement plan for the Project has been decreed or determined or an application for such plan has been filed in the court or with the Ground Water Commission, the applicant must submit a copy of that plan or application.*

The project will use water from Determinations 510-BD and 511-BD. GRMD currently owns 140,000 acre-ft of Arapahoe water under 511-BD and 131,250 acre-ft of LFH water under 510-BD. Both determinations allow for municipal use by GRMD. The Water Resource Report (Exhibit BB) contains additional information and details regarding water supply. The Determinations are included in Exhibit T.

4. Loss of Agricultural Productivity:

- a) *Information on any agricultural water rights in the region converted to provide water for the Project, now or in the future.*

No agricultural water rights were converted to provide water for the Project. Grandview Reserve Metropolitan District is a new water district and utilization will be 100% for residential, commercial, and institutional use. The water rights to be used for the project have not previously been used for agricultural purposes.

- b) *Information on the amount of irrigated agricultural lands taken out of production, and a description of revegetation plans.*

The project area does not contain any land that was previously irrigated for agriculture. Previous agricultural uses include grazing of non-irrigated pasture land. As such, no irrigated agricultural lands will be taken out of production for this project.

- c) *Economic consequences of any loss of irrigated agriculture, including loss of tax base, in the region.*

There is no loss of irrigated agriculture due to this project since the proposed project area has not been used for irrigated agriculture.

- d) *Information as to loss of wildlife habitat, loss of topsoil, or noxious weed invasion, as a result of the transfer of water rights and subsequent dry-up of lands.*

The proposed project will not utilize alluvial water and therefore the project will not contribute to the “dry-up of lands”. The water to support the project will come from the Laramie Fox Hills and the Arapahoe aquifers which are both classified as non-tributary. Because they are non-tributary, any reduction in water levels in those aquifers will have no effect on the ground conditions.

- e) *Information on impacts to agricultural head gates and water delivery systems.*

No agricultural head gates and water delivery systems existing in the project area and therefore the project will have no impact on these systems.



Documents Related to 4.201 [Major New Domestic Water/Wastewater]

1. Preliminary Review by CDPHE and CDNR
2. Water System Scope of Proposal
3. Demonstration of Need
4. Water Source
5. Loss of Agricultural Productivity
6. Financial Impact Analysis

Documents Related to 4.201 [Major New Domestic Water/Wastewater]

1. Preliminary Review by CDPHE and CDNR:

- a) *Preliminary review and comment on the proposal by the appropriate agency of the Colorado Department of Natural Resources and the Colorado Department of Public Health and Environment within sixty (60) days of the date of submittal of the proposal for review.*

The well permit applications were issued in June of 2023 and are included as Exhibit JJ.

The following documents will be submitted to CDPHE for review and approval:

- i. Site Location Application for lift station(s) – Anticipated submittal date: June 2023
- ii. Construction documents and Basis of Design Report (BDR) for lift station(s) and force main(s) – Anticipated submittal date: February 2024
- iii. BDR and Construction Documents for the water system including water treatment facility, source water (wells) and storage tank – Anticipated submittal date: November 2023

Copies of all CDPHE approvals shall be provided to El Paso County as they are received.

2. Water System Scope of Proposal:

- a) *Scope of Proposal:*

Provide detailed plans of the proposal, including proposed system capacity and service area plans mapped at a scale acceptable to the Department.

Proposed Water System:

The proposed project consists of the water infrastructure necessary to support development within the Grandview Reserve Metropolitan District (GRMD). The water infrastructure applicable to the 1041 includes source water wells, water treatment facilities, water storage tanks and the associated piping. Please reference Exhibit BB for all information regarding Grandview Reserve's water demands. The wells will be Denver Basin wells typically with 2 wells (one Arapahoe and one Laramie Fox Hills) per well site. Exhibit C contains a map of the potential proposed well sites within GRMD. The total number of well sites to be developed will be dependent on well production and the rate of development.

A total of up to 4 water treatment facilities are planned for the project. All water treatment facilities will utilize pressure sand filtration and iron and manganese precipitation to treat raw water from the wells. A flow diagram of the treatment provided is in Appendix II. The capacity of each water treatment facility will be determined by the filings that it will serve. The first water treatment facility will be sized to treat approximately 0.5 MGD with room to

expand to 1.0 MGD. The total treatment capacity needed for full buildout of GRMD is approximately 3.0 MGD. Exhibit C shows the proposed locations of the water treatment facilities.

Once treated at the water treatment facilities, water will be stored in elevated or ground-level tanks. Multiple tanks constructed of steel or concrete will serve the project area. Currently, up to 4 different sites are identified in Exhibit C. The tanks will be sized to store approximately 24 hours of average daily flow and the fire flow requirement. The first tank is anticipated to be approximately 400,000 gallons. The size and number of future tanks will be determined as development progresses. All tanks are anticipated to be above ground water tanks, and if elevated, the maximize height is approximately 175-ft. Total storage capacity for the development at buildout is anticipated to be 1.5-3.0 million gallons. The total storage required will be determined by the building with the largest fire flow requirement. The raw and potable water facilities will be connected by water lines ranging from 4"-18" diameter as depicted in Exhibit C.

Proposed Wastewater System:

The proposed project consists of the wastewater infrastructure necessary to support development within the Grandview Reserve Metropolitan District (GRMD). The wastewater infrastructure applicable to the 1041 includes one or more lift stations and associated force main(s). Treatment will be provided by an existing treatment facility. Depending on the treatment facility as outlined below.

GRMD is proposed to have approximately 3340 single family equivalents (SFE) at buildout. Please reference Exhibit BB for all information regarding Grandview Reserve's wastewater demands.

This report evaluates three alternatives for conveyance and treatment:

- A. Woodmen Hills Metropolitan District (WHMD)
 - Expansion of the treatment facility anticipated to involved the headworks, sludge basin and dewatering facility
 - One lift station is anticipated
- B. Meridian Ranch Metropolitan District (MSMD)
 - Expansion is anticipated to be wet well and pump expansion within the lift station
- C. Cherokee Metropolitan District (CMD)
 - Expansion is not anticipated initially, but future expansion may involve aeration tanks and clarifiers
 - Two lift stations are anticipated

The preferred alternative is Woodmen Hills Metropolitan District.

For all three alternatives, it is anticipated that parallel force mains will be installed as shown in Exhibit C. An 8" – 12" diameter force main will be used to convey flows during the early stages of development. This will ensure that flushing velocities of 3.5 ft/s can be achieved with minimal water added. A second force main will be 12"-16" to convey the remainder of the wastewater flows for full build-out. The gravity lines are anticipated to be 15"-21" in diameter and the exact size will be determined once a design profile is developed, and the minimum slope is known. The force mains and gravity interceptors shall be PVC or HDPE and will vary in length depending on the alternative chosen. The typical lift station (quantified above) will consist of:

- Wet Well/Dry Well Configuration
- Flooded-suction Pumps with redundancy for the largest pump
- Emergency storage
- Electrical Equipment
- Back-up Generator
- Odor Control

Alternative A

Wastewater infrastructure will convey flows from GRMD and other surrounding parcels to the Woodmen Hills Metropolitan District (WHMD) Water Reclamation Facility (WRF) for treatment. This alignment will require one lift station that will be located at the corner of Curtis Rd. and Judge Orr Rd. The sanitary sewer alignment is approximately 5.8 miles and is depicted in Exhibit C. The service area of the lift station is defined in Exhibit II. WHMD will determine the exact capacity of the proposed lift station and force main. It is anticipated that the lift station and force main will have a 0.8 – 1.5 MGD average daily flow capacity. The WHMD WRF currently has capacity for 900 SFE from GRMD. WHMD plans to expand the WRF capacity to allow them to accept full build out flows from GRMD. The WHMD WRF expansion is anticipated to involved the headworks, sludge basin and dewatering facility. No pretreatment or equalization storage is required for this alternative. The will-serve letter from WHMD is included in Exhibit CC.

Alternative B

Wastewater infrastructure will convey flows from GRMD to the MSMD Falcon Lift Station, where MSMD will facilitate conveyance to and treatment at the CMD WRF. Currently, MSMD has an inter-governmental agreement (IGA) with CMD and owns nearly half the capacity of the plant. This alternative requires one lift station located along Highway 24 at the southeast border of the project site. The proposed lift station would have a capacity of 0.5-0.75 MGD since it would only serve GRMD and not be intended as a regional facility.

The force main alignment will be from GRMD to the intersection of Highway 24 and Judge Orr Rd and will be approximately 4.3 miles. There are two potential routes for the gravity interceptors to flow:

- B1) Judge Orr Rd. to Fort Smith Rd to MSMD 12" gravity main.
- B2) Highway 24 to a MSMD 12" gravity main.

Both gravity mains will need to be paralleled in the future to handle full build-out flows from GRMD. The size of the future parallel mains are anticipated to be 12-18" and will be determined by MSMD and GRMD as built-out progresses.

The sanitary sewer alignment alternatives can be found in Exhibit C. Equalization storage will be included at this lift station and no pretreatment is required for this option. There will be no open lagoons or sludge basins required. All storage will be provided in underground tanks.

Alternative C

Wastewater infrastructure will convey flows from GRMD to the Cherokee Metropolitan District (CMD) Water Reclamation Facility (WRF) for treatment as depicted in Exhibit C.

This alternative will require two lift stations. The north lift station will be located at the intersection of Curtis Rd. and Judge Orr Rd and will include equalization storage. There will be no open lagoons or sludge basins required. All storage will be provided in underground tanks. The south lift station will be located north of the intersection of Davis Rd. and Curtis Rd. The second lift station will include pre-treatment as required by CMD to include a bar screen and grit removal equipment. Both lift stations will include odor control. The lift stations and force mains would have a capacity of 0.8 – 1.5 MGD and could provide service to GRMD and potentially to the areas identified in Exhibit II.

The conveyance infrastructure described above will be approximately 10 miles and will deliver the wastewater to the connection point as defined in the CMD IGA. That connection point is on CMD's existing force main running parallel to Hwy 94, approximately at Curtis Road.

- b. *Provide a description of all existing or approved proposed domestic water or sewage treatment systems within the Project area.*

There are no existing or approved proposed water or wastewater treatment systems within the project area. Nearby water treatment facilities are owned by Meridian Service Metropolitan District, Woodmen Hills Metropolitan District and Four Way Ranch Metropolitan District. Nearby wastewater treatment facilities are Woodmen Hills Metropolitan District Water Reclamation Facility and Cherokee Metropolitan District Water Reclamation Facility.

- c. Describe the design capacity of each domestic water or sewage treatment system facility proposed and the distribution or collection network proposed in the Project area.*

The projected maximum daily water demand for full buildout is approximately 3.0 MGD. Up to four water treatment facilities are proposed with a combined capacity matching the projected maximum daily demand. The treatment facilities will have pressure sand filtration and a preliminary process flow diagram is provided in Exhibit Y. As development progresses, the design capacities of each water treatment facility may be adjusted as necessary. The potable water distribution system will be designed to handle fire flows which shall vary throughout the development based on the square footage of buildings proposed.

The projected average daily wastewater flows from GRMD at full buildout is approximately 0.6 MGD. Depending on the alternative chosen, there are different IGA requirements for each. See section 2.a. for a discussion of the requirements.

- d. Describe the excess capacity of each treatment system and distribution or collection network in the affected community or Project area.*

The water treatment and distribution system is not intended to have excess capacity above the 3.0 MGD anticipated to serve full buildout of GRMD. The lift station(s) will be designed to serve full buildout from GRMD and the service area in Exhibit A. (Approximately 1.5 MGD Average Daily Flow). The wastewater conveyance system will be master-planned to allow for future expansion for possible future connections.

- e. Provide an inventory of total commitments already made for current water or sewage services.*

Cherokee Metro District committed to providing 0.5MGD of capacity to Grandview Reserve. The IGA between CMD and GRMD is included as Exhibit AA.

WHMD has committed to providing 900 SFEs (0.15 MGD) of treatment capacity in the existing plant and treatment for full build-out once the WRF expansion is complete.

GRMD has not committed to provided water or wastewater service to any projects except water service to the Grandview Reserve Development.

- f. Describe the operational efficiency of each existing system in the Project area, including the age, state of repair and level of treatment.*

4WRMD has an existing water treatment facility constructed approximately in 2008 and rated for approximately 0.19 MGD. The system includes pressure sand filtration and disinfection. The system is in good condition but was not planned for expansion and the proposed project does not include water service for 4WRMD.

There are two regional water reclamation facilities in the general area of the proposed project. Wastewater treatment for Grandview will be provided by one of them. Their treatment facilities can be described as follows:

1. The WHMD WRF is currently permitted for 1.3 MGD. Current flows to the plant are approximately 0.8-0.9 MGD. A recent upgrade was completed in 2019 which replaced the entire process and equipment with the exceptions of the headworks and disinfection facilities. The WRF is currently meeting its discharge permit and is in good repair. An expansion will be required for WHMD to provide treatment to more than 900 SFE.
2. The CMD WRF was constructed in approximately 2010 and have a permitted rating of 4.8 MGD. CMD is completing a plant upgrade including the addition of a reverse osmosis process to meet the TDS limit in their discharge permit. Current flows to the plant are approximately 2.0 MGD. The WRF is in a good state of repair. An expansion may be required for CMD to provide treatment for more than 0.5 MGD.

g. Describe the existing water utilization, including the historic yield from rights and use by category such as agricultural, municipal and industrial supply obligations to other systems.

Grandview Reserve Metro District is a new water district and utilization will be 100% for residential, commercial, and institutional use. The water rights to be used for the project have not previously been used for agricultural purposes.

3. Demonstration of Need:

- a) Provide population trends for the Project area, including present population, population growth and growth rates, documenting the sources used.*

This project is located adjacent to new residential growth in the Falcon area. The recently adopted El Paso County Master Plan has marked this area as suburban land use which would include single family housing, multifamily housing, commercial, parks and open space and institutional. The Falcon/Peyton Small Area Master Plan marks this area as proposed Urban Density Development. Refer to census.gov for more information about current population trends in the area. Refer to Exhibit J – District Service Plan for population projections.

- b) Specify the predominant types of developments to be served by the proposed new water and/or sewage systems or extensions thereof.*

Suburban Residential: this will consist primarily of Single-family detached dwellings, but supports single family attached, multifamily, commercial retail, commercial service, parks and open space and institutional uses.

- c) Specify at what percentage of the design capacity the current system is now operating:*

i. Water treatment system.

This is a new system designed for the Grandview Reserve Metro District.

ii. Wastewater treatment system.

Alternative A:

The WHMD WRF has capacity of 900 SFE for Grandview. The WRF is rated for 1.3 MGD and is currently loaded at approximately 0.8-0.9 MGD. The draft agreement between WHMD and DR Horton requires WHMD to expand their WRF. The expansion is planned to increase the plant rating to approximately 2.5 MGD. This expansion will provide treatment capacity for full build out of Grandview.

Alternative B and C:

The CMD WRF is currently operating at approximately 2.0 MGD and has a permitted rating of 4.8 MGD. The existing CMD force main along Hwy 94 conveys approximately 90-95% of the WRF loading. That force main is sized to convey up to the permitted rating of the WRF. The 0.5 MGD capacity that GRMD has purchased via the IGA is within the 4.8 MGD rating of the WRF. No expansions to the WRF or CMD force main are required for the first 0.5 MGD. As development progresses, GRMD will negotiate for CMD to acquire additional capacity which may require an expansion of CMD infrastructure.

d) Specify whether present facilities can be upgraded to accommodate adequately the ten-year projected increase needed in treatment and/or hydraulic capacity.

There are no water systems in the area that are feasible to tie into to provide water to the project due aquifer rights and current allocations at the current time. Grandview will continue to explore connections to adjacent water systems if future conditions allow.

There are no adjacent wastewater gravity tie-in locations to service the project.

Alternative A:

WHMD has committed to provide treatment for 900 SFE in the current WRF. Based on current projections, that will provide treatment for the first 4-7 years of development. An expansion will be necessary to provide treatment for the first 10 years of development. That expansion is required by the draft agreement between WHMD and DR Horton.

Alternative B and C:

Lift Stations will be required to deliver wastewater effluent to the CMD WRF which is currently operating at 2.0 MGD out of the permitted 4.8 MGD capacity (~42%). As such, the CMD WRF will not need to be expanded to provide service for the projected ten-year wastewater loading from this project. An expansion may be necessary to provide treatment for full build out.

4. Water Source:

- a) *Description of the water to be used by the Project and, to the extent identified by the Director in consultation with the applicant, alternatives, including: the source, amount, the quality of such water; the applicant's right to use the water, including adjudicated decrees or determinations and any substitute water supply plans, and applications for decrees or determinations; proposed points of diversion and changes in the points of diversion; the existing uses of the water; adequate proof that adequate water resources have been or can and will be committed to and retained for the Project, and that applicant can and will supply the Project with water of adequate quality, quantity, and dependability; and approval by the respective Designated Ground Water Management District if applicable. If an augmentation or replacement plan for the Project has been decreed or determined or an application for such plan has been filed in the court or with the Ground Water Commission, the applicant must submit a copy of that plan or application.*

The project will use water from Determinations 510-BD and 511-BD. GRMD currently owns 140,000 acre-ft of Arapahoe water under 511-BD and 131,250 acre-ft of LFH water under 510-BD. Both determinations allow for municipal use by GRMD. The Determinations are included in Exhibit T. Both water rights are non-tributary and allow the District to use them to extinction. Well permit applications for the first two wells (LFH-1 and A-1) are anticipated to be submitted in February 2023.

5. Loss of Agricultural Productivity:

Loss of Agricultural Productivity: Grandview Reserve Metropolitan District is a new water district and utilization will be 100% for residential, commercial, and institutional use. The water rights to be used for the project Have not previously been used for agriculture.

- a) *Information on any agricultural water rights in the region converted to provide water for the Project, now or in the future.*

No agricultural water rights were converted to provide water for the Project.

- b) *Information on the amount of irrigated agricultural lands taken out of production, and a description of revegetation plans.*

No agricultural water rights were converted to provide water for the Project.

- c) *Economic consequences of any loss of irrigated agriculture, including loss of tax base, in the region.*

N/A

- d) *Information as to loss of wildlife habitat, loss of topsoil, or noxious weed invasion, as a result of the transfer of water rights and subsequent dry-up of lands.*

No water rights were transferred for this project. All water rights were part of the overall 4 Way Ranch property.

- e) *Information on impacts to agricultural head gates and water delivery systems.*

N/A

6. Financial Impact Analysis:

- a) *The financial impact analysis of site selection and construction of major new water and sewage treatment facilities and/or major extension of existing domestic water and sewage treatment systems shall include but need not be limited to the following items:*

A review and summary of an existing engineering and/or financial feasibility studies, assessed taxable property valuations and all other matters of financial aid and resources in determining the feasibility of the proposed new facility including:

- i) *Service area and/or boundaries.*

The proposed water infrastructure shall serve all of Grandview Metropolitan District (Districts 1-4) and the proposed wastewater infrastructure shall serve all of GRMD (Districts 1-4) and the areas shown in Exhibit MM For more information, refer to the Grandview Reserve Metro District Service Plan, Exhibit J.

- ii) *Applicable methods of transmitting, storing, treating and delivering water and collecting, transmitting, treating and discharging sewage, including effluent and/or sludge disposal.*

Water Treatment: Water treatment will be in the form of a single or multiple treatment facilities utilizing pressure-sand filtration. Ideally, a single centralized facility is easier for operation and maintenance. However, construction of a single facility capable of meeting buildout demands is not always economical in early stages. Therefore, two or more facilities may be constructed as building progresses. Pressure-sand treatment systems are utilized by many other metropolitan districts in the Falcon area. They are typically used to treat secondary contaminant levels in source water (iron and manganese), primarily for aesthetics (taste and odor).

Storage Facility: Water storage will have to be sized for the largest demand in the development to meet International Fire Code standards. That fire-flow volume will be added to the Maximum Daily Demand to establish the required water storage volume.

Distribution/Transmission: Distribution lines will likely be PVC, adequately sized to convey fire-flows throughout the subdivision. They will be constructed by GRMD. No other districts are planned to provide water or infrastructure for GRMD water system.

The project and subsequent filings will be looped to provide redundancy and reliability of the system.

Collection System: There are currently three alternatives being evaluated for GRMD's wastewater conveyance and treatment: Woodmen Hills Metropolitan District (WHMD), Meridian Service Metropolitan District (MSMD), and Cherokee Metropolitan District (CMD). The WHMD and MSMD alternatives will require 1 lift station and the CMD alternative will require two lift stations.

GRMD is proposed to have approximately 3340 single family equivalents (SFE) at buildout. All development will be served by the wastewater infrastructure in the proposed project.

Wastewater Treatment: Treatment will be provided at either the WHMD or the CMD WRF. The WHMD WRF will need to be expanded to provide treatment for more than 900 SFEs in Grandview. CMD has committed to providing treatment for 0.5 MGD and may need to expand their facility to provide treatment for full build out.

iii) Estimated construction costs and period of construction of each new or extension facility component.

It is anticipated that permitting and construction of the new water and wastewater facilities will take 18-24 months.

The Water System treatment and delivery infrastructure is anticipated to be approximately \$60M-\$70M for the full build out. The water system is proposed to be phased and the first phase (0.5 MGD water treatment facility, 2 wells and 400,000 gallon water storage tank) is projected to cost approximately \$10M-\$15M. The proposed project consists of the water infrastructure necessary to support development within the Grandview Reserve Metropolitan District (GRMD). The water infrastructure includes source water wells, water treatment facilities, water storage tanks and the associated piping.

The wells will be Denver Basin wells typically with 2 wells (one Arapahoe and one Laramie Fox Hills) per well site. Exhibit C contains a map of the potential proposed well sites within GRMD. The total number of well sites to be developed will be dependent on well production and the rate of development.

A total of up to 4 water treatment facilities are planned for the project. The capacity of each water treatment facility will be determined by the filings that it will serve. The total treatment capacity needed for full buildout of GRMD is approximately 3.0 MGD. Exhibit C shows the proposed locations of the water treatment facilities.

Once treated at the water treatment facilities, water will be stored in tanks. Multiple tanks will be constructed to serve the project, at up to 4 different sites identified in Exhibit C. The raw and potable water facilities will be connected by water lines ranging from 4"-16" diameter as depicted in Exhibit C.

There are currently three alternatives being evaluated for GRMD's wastewater conveyance and treatment: Woodmen Hills Metropolitan District (WHMD), Meridian Service Metropolitan District (MSMD), and Cherokee Metropolitan District (CMD). Unlike the water system costs which can be phased, the wastewater system costs will be incurred during the first phase of development. The projected costs are as follows: Alternative A – WHMD: The proposed infrastructure required includes gravity conveyance to the lift station, the lift station and force main to the WHMD WRF. Costs for that infrastructure are estimated to be \$8-12 million. Grandview would be responsible for a portion of the cost to expand the WRF. Their current projected cost share is \$12.4 million.

Alternative B – MSMD: The proposed infrastructure for this alternative includes gravity lines to the lift station, lift station and force main. The projected cost for this infrastructure is estimated at \$6-10 million. It is not yet defined if MSMD would need to expand their infrastructure and if Grandview would pay for a portion of the expansion costs.

Alternative C – MSMD: The proposed infrastructure for this alternative includes gravity conveyance, two lift stations and force mains. The total projected cost for this is estimated to be \$22-26 million. If expansion of the WRF is necessary to provide treatment for full build out, Grandview would be responsible for their proportionate share of that expansion cost.

iv) Assessed valuation of the property to be included within the service area boundaries.

The current assessed value of the property within the GRMD service area is \$8,610 according to the EPC Assessors GIS site. The projected assessed value of the property at full build out is \$105,013,186. Full build out is projected to be completed by 2036. See the GRMD Service Plan in Exhibit J for more details.

v) Revenues and operating expenses of the proposed new or extension facility, including but not limited to historical and estimated property taxation, service charges and rates, assessments, connection and tap fees, standby charges and all other anticipated revenues of the proposed new facility.

The projected mill levy for the District is 60 mills for residential and 45 mills for commercial development. Of those, 10 mills from both residential and commercial will be used for O&M expenses. At buildout, annual O&M revenue from those 10 mills are anticipated to be \$2,427,321. Refer to the Grandview Reserve Metro District Service Plan, Exhibit J for more details.

- vi) *Amount and security of the proposed debt and method and estimated cost of debt service.*

The District anticipates issuing bonds to pay for the capital water and wastewater improvements in this 1041 submittal. The initial bond issuance contemplated in the Service Plan is for approximately \$65,025,000. Subsequent bond issues are anticipated. Refer to the Grandview Reserve Metro District Service Plan, Exhibit J for more details.

- vii) *Provide the detail of any substantial contract or agreement for revenues or for services to be paid, furnished, or used by or with any person, association, corporation, or governmental body.*

The only substantial contract that has been executed related to the proposed project is the IGA between GRMD and CMD. Under the IGA, CMD committed to provide 0.5 MGD treatment capacity to GRMD. In addition, CMD committed to providing conveyance from the connection point (approximately Hwy 94 and Curtis Road) to the WRF. CMD also committed to making replacement water available to GRMD at the Tamlin Tank in the event that the CMD Replacement Plan is approved. Under the IGA, GRMD is responsible for constructing the infrastructure to convey the wastewater to the connection point. GRMD will own and operate the conveyance infrastructure. The IGA is attached as Exhibit AA.

DR Horton is currently negotiating an agreement with WHMD for wastewater treatment. The draft agreement requires WHMD to provide treatment for 900 SFE in the existing WRF and treatment for full build out once the plant is expanded. WHMD also agreed to make return flows available to Grandview. Grandview is responsible for paying their proportionate share of the plant expansion costs and for constructing the infrastructure to convey their wastewater to the WHMD WRF. Upon completion of construction and acceptance by WHMD, the conveyance infrastructure shall be owned and operated by WHMD.



EXHIBIT A: VICINITY/LOCATION MAP

VICINITY MAP

SCALE = N.T.S



Job No.:	201662.05
Prepared By:	SJF
Date:	11/18/2019



EXHIBIT B: 1041 PERMIT APPLICATION

**APPLICATION FOR A PERMIT
TO CONDUCT A DESIGNATED ACTIVITY OF STATE INTEREST
OR TO ENGAGE IN DEVELOPMENT
IN A DESIGNATED AREA OF STATE INTEREST**

To: Permit Authority, El Paso County, Colorado

Re: Grandview Reserve Metropolitan District Water Wells, Water Treatment Plant, Water Storage Tank, Lift Stations and Force Mains, a matter of state interest.

From: Grandview Reserve Metropolitan District
1271 Kelly Johnson, Suite 100, Colorado Springs, CO 80920

719-499-8416

Date Submitted: 2/17/2023

Date Received: _____

1. Matter of State Interest.

The applicant requests that a permit be issued for each of the items checked below:

A permit to conduct one or more of the following areas of state interest:

- Efficient utilization of municipal and industrial water projects
- Site selection and construction of major new domestic water and sewage treatment systems and/or major extension of existing domestic water and sewage treatment systems
- Site selection and construction of major facilities of a public utility
- Development in areas containing or having a significant impact upon floodplain natural hazard areas
- Site selection and expansion of airports
- Site selection of arterial highways and interchanges and collector highways
- Site selection of rapid or mass transit facilities

2. Proposed Activity or Development.

General description of the specific activity or development proposed (attach additional sheets if necessary):

Proposed Water System:

The proposed project consists of the water infrastructure necessary to support development within the Grandview Reserve Metropolitan District (GRMD). The water infrastructure applicable to the 1041 includes source water wells, water treatment facilities, water storage tanks and the associated piping. Please reference Exhibit BB for all information regarding Grandview Reserve's water demands. The wells will be Denver Basin wells typically with 2 wells (one Arapahoe and one Laramie Fox Hills) per well site. Exhibit C contains a map of the potential proposed well sites within GRMD. The total number of well sites to be developed will be dependent on well production and the rate of development.

A total of up to 4 water treatment facilities are planned for the project. All water treatment

facilities will utilize pressure sand filtration and iron and manganese precipitation to treat raw water from the wells. A flow diagram of the treatment provided is in Appendix II. The capacity of each water treatment facility will be determined by the filings that it will serve. The first water treatment facility will be sized to treat approximately 0.5 MGD with room to expand to 1.0 MGD. The total treatment capacity needed for full buildout of GRMD is approximately 3.0 MGD. Exhibit C shows the proposed locations of the water treatment facilities.

Once treated at the water treatment facilities, water will be stored in elevated or ground-level tanks. Multiple tanks constructed of steel or concrete will serve the project area. Currently, up to 4 different sites are identified in Exhibit C. The tanks will be sized to store approximately 24 hours of average daily flow and the fire flow requirement. The first tank is anticipated to be approximately 400,000 gallons. The size and number of future tanks will be determined as development progresses. Total storage capacity for the development at buildout is anticipated to be 1.5-3.0 million gallons. The total storage required will be determined by the building with the largest fire flow requirement.

The raw and potable water facilities will be connected by water lines ranging from 4"-18" diameter as depicted in Exhibit C.

Proposed Wastewater System:

The proposed project consists of the wastewater infrastructure necessary to support development within the Grandview Reserve Metropolitan District (GRMD). The wastewater infrastructure applicable to the 1041 includes one or more lift stations and associated force main(s). Treatment will be provided by an existing treatment facility.

GRMD is proposed to have approximately 3340 single family equivalents (SFE) at buildout. Please reference Exhibit BB for all information regarding Grandview Reserve's wastewater demands.

This report evaluates three alternatives for conveyance and treatment:

- A. Woodmen Hills Metropolitan District (WHMD)
- B. Meridian Ranch Metropolitan District (MSMD)
- C. Cherokee Metropolitan District (CMD)

For all three alternatives, it is anticipated that parallel force mains will be installed as shown in Exhibit GG. An 8" – 12" diameter force main will be used to convey flows during the early stages of development. This will ensure that flushing velocities of 3.5 ft/s can be achieved with minimal water added. A second force main will be 12"-16" to convey the remainder of the wastewater flows for full build-out. The gravity lines are anticipated to be 15"-21" in diameter and the exact size will be determined once a design profile is developed, and the minimum slope is known. The force mains and gravity interceptors shall be PVC or HDPE and will vary in length depending on the alternative chosen. The typical lift station will consist of:

- Wet Well/Dry Well Configuration
- Flooded-suction Pumps with redundancy for the largest pump
- Emergency storage
- Electrical Equipment
- Back-up Generator
- Odor Control

Alternative A

Wastewater infrastructure will convey flows from GRMD and other surrounding parcels to the Woodmen Hills Metropolitan District (WHMD) Water Reclamation Facility (WRF) for treatment. This alignment will require one lift station that will be located at the corner of Curtis Rd. and Judge Orr Rd. The sanitary sewer alignment is depicted in Exhibit C and the service area of the lift station is defined in Exhibit JJ. WHMD will determine the exact capacity of the proposed lift station and force main. It is anticipated that the lift station and force main will have a 0.8 – 1.5 MGD average daily flow capacity. The WHMD WRF currently has capacity for 900 SFE from GRMD. WHMD plans to expand the WRF capacity to allow them to accept full build out flows from GRMD. The WHMD WRF expansion is not included in this 1041. No pretreatment or equalization storage is required for this alternative. The will-serve letter from WHMD is included in Exhibit CC.

Alternative B

Wastewater infrastructure will convey flows from GRMD to the MSMD Falcon Lift Station, where MSMD will facilitate conveyance to and treatment at the CMD WRF. Currently, MSMD has an inter-governmental agreement (IGA) with CMD and owns nearly half the capacity of the plant. This alternative requires one lift station located along Highway 24 at the southeast border of the project site. The proposed lift station would have a capacity of 0.5-0.75 MGD since it would only serve GRMD and not be intended as a regional facility.

The force main alignment will be from GRMD to the intersection of Highway 24 and Judge Orr Rd. There are two potential routes for the gravity interceptors to flow:

B1) Judge Orr Rd. to Fort Smith Rd to MSMD 12” gravity main.

B2) Highway 24 to a MSMD 12” gravity main.

Both gravity mains will need to be paralleled in the future to handle full build-out flows from GRMD. The size of the future parallel mains are anticipated to be 12-18” and will be determined by MSMD and GRMD as built-out progresses.

The sanitary sewer alignment alternatives can be found in Exhibit C. Equalization storage will be included at this lift station and no pretreatment is required for this option.

Alternative C

Wastewater infrastructure will convey flows from GRMD to the Cherokee Metropolitan District (CMD) Water Reclamation Facility (WRF) for treatment as depicted in Exhibit C.

This alternative will require two lift stations. The north lift station will be located at the intersection of Curtis Rd. and Judge Orr Rd and will include equalization storage. The south lift station will be located north of the intersection of Davis Rd. and Curtis Rd. The second lift station will include pre-treatment as required by CMD to include a bar screen and grit removal equipment. Both lift stations will include odor control. The lift stations and force mains would have a capacity of 0.8 – 1.5 MGD and could provide service to GRMD and potentially to the areas identified in Exhibit JJ.

The conveyance infrastructure described above will deliver the wastewater to the connection point as defined in the CMD IGA. That connection point is on CMD’s existing force main running parallel to Hwy 94, approximately at Curtis Road.

3. Location of Development.

A general, non-legal description and the popular name, if any, of the tract of land upon which the activity or development is to be conducted:

Proposed development is Grandview Reserve, located between Eastonville Rd and Highway 24, east of Falcon, CO. The proposed water system to be located on-site. The proposed wastewater infrastructure to extend from GRMD down Curtis Road to Hwy 94.

4. Legal Description.

The legal description, including the acreage, of the tract of land upon which the development or the activity is to be conducted, by metes and bounds or by government survey description: (attach additional sheets if necessary):

Sections 21, 22, 27, and 28, all in Township 12 South, Range 64 West of the 6th Principal Meridian. Refer to the attached legal description in Exhibit F.

5. Owners and Interests.

Set out below the names of those persons holding recorded legal, equitable, contractual and option interests and any other person known to the applicant having an interest in the property described in paragraph 4, above, as well as the nature and extent of those interests for each person, provided that such recorded interests shall be limited to those which are recorded in the County Recorder's Office of this jurisdiction, the land office of the Bureau of Land Management for this State, the Office of the State Board of Land Commissioners of the Department of Natural Resources, or the Secretary of State's Office of this State. (Attach additional sheets if necessary):

**Paul Howard, 4 Site Investments, LLC
Bill Carlisle, Melody Homes
Grandview Reserve Metropolitan District
Cherokee Metropolitan District
4-Way Ranch Metropolitan District**

6. Submission Requirements.

Submission requirements described in the regulations, which have been adopted by this jurisdiction for each of the activities or areas checked in paragraph 1 above, are attached to this application. Those attachments are identified, by letter or number, and described by title below:

Documents Related to 2.303 [Submission Requirements]

Documents Related to 3.201 [Source Water]

Documents Related to 4.201 [Major New Domestic Water/Wastewater]

Refer to the attached Table of Contents for a full summary of Documents and Exhibits

7. Additional Information.

The attached analyses show that each of the design and performance standards set forth in the regulations for each of the activities or areas checked in paragraph 1 above, will be met. The Table of Contents contains a full list of all documents and analyses included in this submittal.

8. Duration of Permit.

The applicant requests a permit for an indefinite period.

9. Application Fee.

An application fee of \$3837.00, accompanies this application.

APPLICANT:

By Paul Howard

(Name)

Manager

(Title)





EXHIBIT C: COMBINED PROPOSED INFRASTRUCTURE MAP

LEGEND

METRO DISTRICT BOUNDARY



PROPOSED GRAVITY LINE



PROPOSED FORCEMAIN (ALT A)



PROPOSED FORCEMAIN (ALT B1)



PROPOSED FORCEMAIN (ALT B2)



PROPOSED FORCEMAIN (ALT C)



OFFSITE SANITARY IMPROVEMENT DESCRIPTIONS:

ALTERNATIVES FOR CONVEYANCE AND TREATMENT:

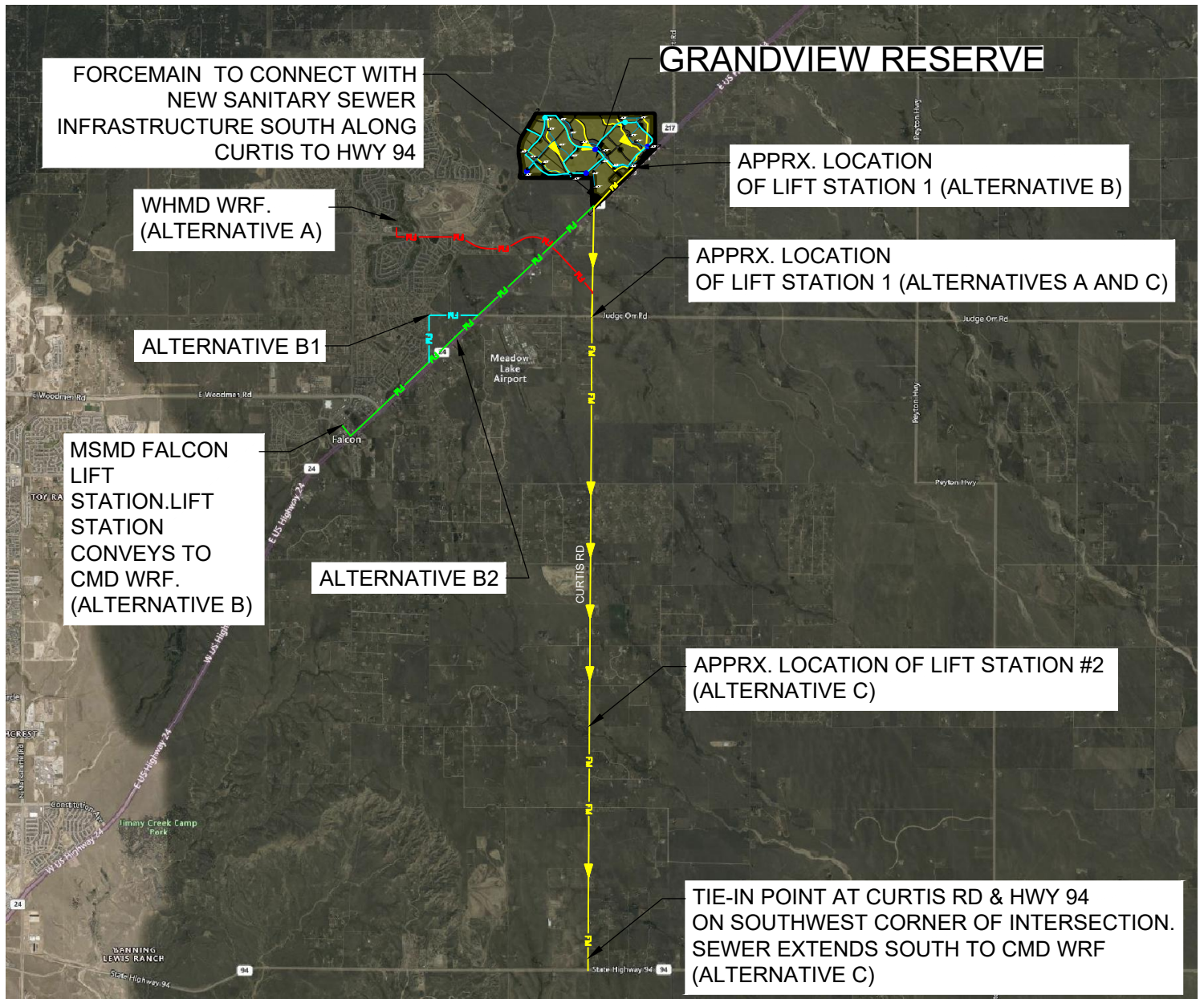
RED: WOODMEN HILLS METROPOLITAN DISTRICT

GREEN: MERIDIAN RANCH METROPOLITAN DISTRICT

YELLOW: CHEROKEE METROPOLITAN DISTRICT

NOTE: FOR ALL THREE ALTERNATIVES, IT IS ANTICIPATED TO HAVE:

- DUAL FORCE MAINS 8"-16"
- GRAVITY LINES 15"-21"



HRGreen.com

GRANDVIEW RESERVE
METROPOLITAN DISTRICT
OFFSITE SANITARY SEWER

SHEET

1

SCALE: 1" = 10000'
DATE: 2/16/2023

LEGEND

METRO DISTRICT BOUNDARY

PROPOSED 18" SANITARY SEWER MAIN



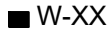
PROPOSED WATERMAIN



PROPOSED POTABLE WATER



PROPOSED WELL SITE



PROPOSED WATER TREATMENT LOCATION



PROPOSED WATER TANK SITE

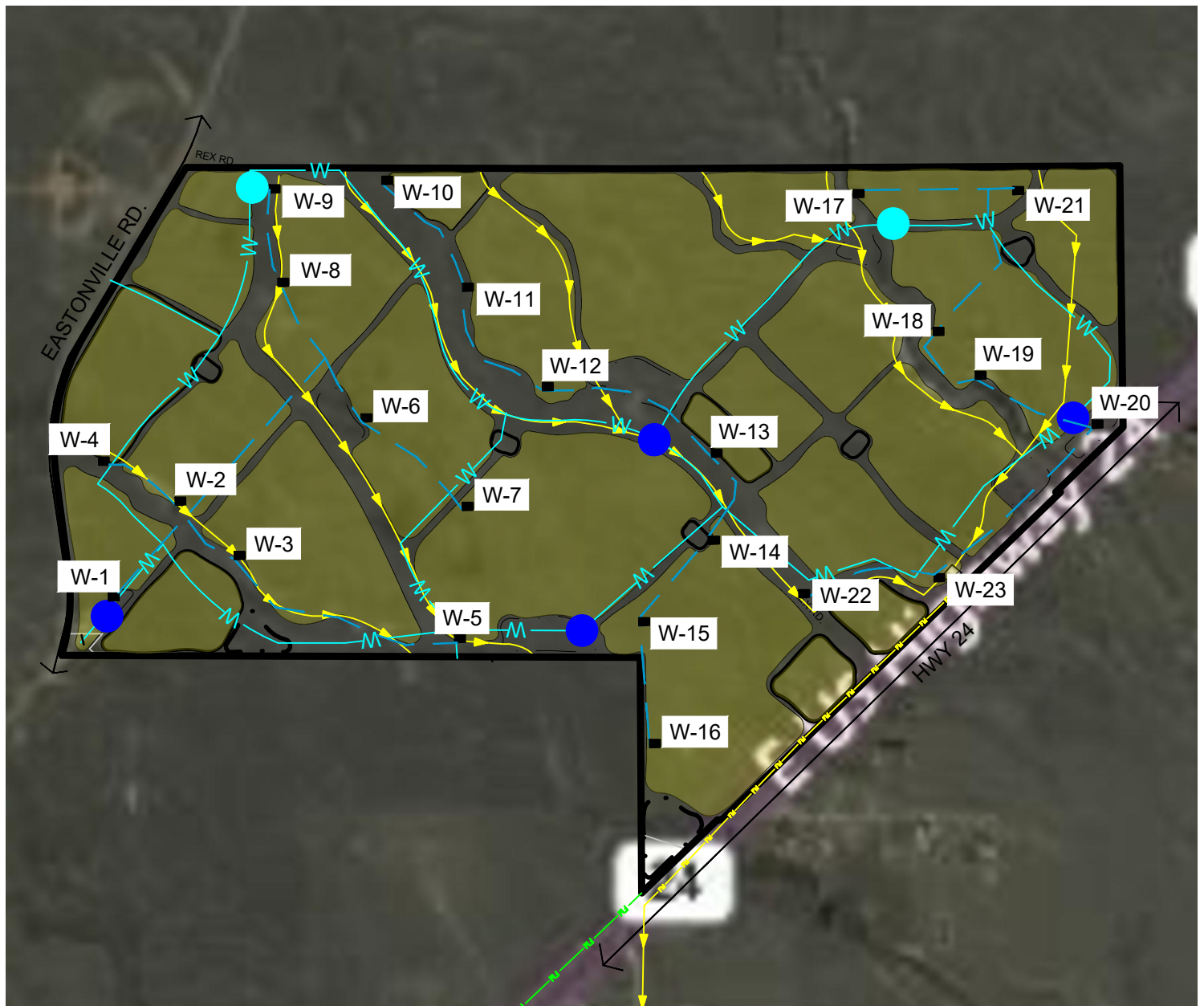


SANITARY IMPROVEMENT DESCRIPTIONS:

SANITARY SEWER PLANNED FOR THE DEVELOPMENT PARCELS WILL CONSIST OF 8-INCH PVC SEWER PIPE, 4-FOOT ID MANHOLES AND SERVICE STUBS INTO FUTURE DEVELOPMENT PARCELS. SANITARY SEWER MAINS WILL BE ROUTED TO ALLOW POINT OF SERVICE CONNECTION FOR INTERNAL PLATTED PARCEL OR LOT.

WATER SYSTEM IMPROVEMENT DESCRIPTION:

RAW AND POTABLE WATER LINES TO BE 4"-18" DIAMETER AND PVC. ALL LINES WILL BE ROUTES WITHIN THE INTERNAL ROADWAYS TO PROVIDE POINT OF SERVICE CONNECTION TO ALL PLATTED LOTS. ALL WATER TREATMENT SITES CAN BE WATER TANK SITES AS WELL. WATER TANK SITES WILL BE ELEVATED STORAGE TANKS AT HEIGHT APPROX. 175 FT



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GRANDVIEW RESERVE
 METROPOLITAN DISTRICT
 OVERALL ONSITE INFRASTRUCTURE

SHEET

2

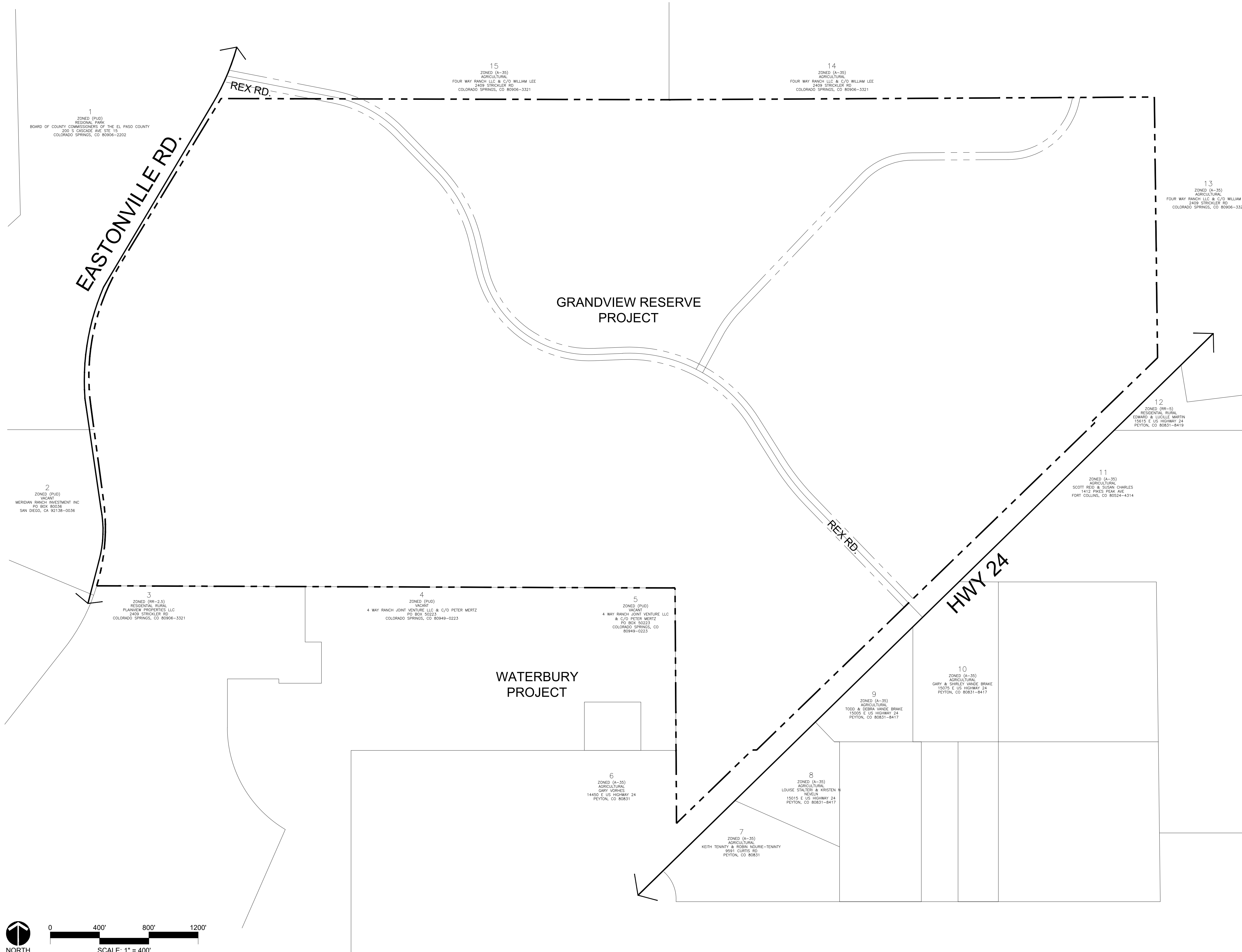
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EXHIBIT D: ADJACENT PROPERTY OWNERS MAP

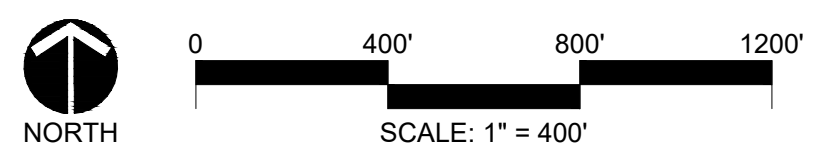
GRANDVIEW ADJACENT PROPERTIES

TOWNSHIP T12S, RANGE R64W, 38.9847°N 104.5520°W
 EAST OF EASTONVILLE RD., WEST OF HWY 24, NORTH OF STAPLETON RD.
 EL PASO COUNTY, COLORADO



ADJACENT PROPERTY OWNERS

1. ZONED (PUD)
REGIONAL PARK
BOARD OF COUNTY COMMISSIONERS OF THE EL PASO COUNTY
200 S CASCADE AVE STE 15
COLORADO SPRINGS, CO 80906-2202
2. ZONED (PUD)
VACANT
MERIDIAN RANCH INVESTMENT INC
PO BOX 80036
SAN DIEGO, CA 92138-0036
3. ZONED (RR-2.5)
RESIDENTIAL RURAL
PLAINVIEW PROPERTIES LLC
2409 STRICKLER RD
COLORADO SPRINGS, CO 80906-3321
4. ZONED (PUD)
VACANT
4 WAY RANCH JOINT VENTURE LLC & C/O PETER MERTZ
PO BOX 50223
COLORADO SPRINGS, CO 80949-0223
5. ZONED (PUD)
VACANT
4 WAY RANCH JOINT VENTURE LLC & C/O PETER MERTZ
PO BOX 50223
COLORADO SPRINGS, CO 80949-0223
6. ZONED (A-35)
AGRICULTURAL
GARY VORHES
14450 E US HIGHWAY 24
PEYTON, CO 80831
7. ZONED (A-35)
AGRICULTURAL
KEITH TENINTY & ROBIN NOURIE-TENINTY
9591 CURTIS RD
PEYTON, CO 80831
8. ZONED (A-35)
AGRICULTURAL
LOUISE STALTERI & KRISTEN N NEVELN
15015 E US HIGHWAY 24
PEYTON, CO 80831-8417
9. ZONED (A-35)
AGRICULTURAL
TODD & DEBRA VANDE BRAKE
15005 E US HIGHWAY 24
PEYTON, CO 80831-8417
10. ZONED (A-35)
AGRICULTURAL
GARY & SHIRLEY VANDE BRAKE
15075 E US HIGHWAY 24
PEYTON, CO 80831-8417
11. ZONED (A-35)
AGRICULTURAL
SCOTT REID & SUSAN CHARLES
1412 PIKES PEAK AVE
FORT COLLINS, CO 80524-4314
12. ZONED (RR-5)
RESIDENTIAL RURAL
EDWARD & LUCILLE MARTIN
15615 E US HIGHWAY 24
PEYTON, CO 80831-8419
13. ZONED (A-35)
AGRICULTURAL
FOUR WAY RANCH LLC & C/O WILLIAM LEE
2409 STRICKLER RD
COLORADO SPRINGS, CO 80906-3321
14. ZONED (A-35)
AGRICULTURAL
FOUR WAY RANCH LLC & C/O WILLIAM LEE
2409 STRICKLER RD
COLORADO SPRINGS, CO 80906-3321
15. ZONED (A-35)
AGRICULTURAL
FOUR WAY RANCH LLC & C/O WILLIAM LEE
2409 STRICKLER RD
COLORADO SPRINGS, CO 80906-3321



HR GREEN Xref: 01-DVD.DSGN; xref: 1-ARCH DHD1; 01-VICINITY MAP; 01-AL-CONCEPT; 01-DVD-SURF

DRAWN BY: JAG JOB DATE: 7/15/2021 BAR IS ONE INCH ON OFFICIAL DRAWINGS.
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 CAD FILE: J:\2020\201662.05\Design\Permits\1041\ADJACENT PROPERTY OWNERS MAP

NO.	DATE	BY	REVISION DESCRIPTION



GRANDVIEW RESERVE
 4 SITE INVESTMENT, LLC
 FALCON, COLORADO

GRANDVIEW RESERVE SKETCH PLAN
 ADJACENT PROPERTY OWNERS MAP

SKP-20-001
 SHEET
 AP1 01

GRANDVIEW ADJACENT PROPERTIES

TOWNSHIP T12S, RANGE R64W, 38.9847°N 104.5520°W
 EAST OF EASTONVILLE RD., WEST OF HWY 24, NORTH OF STAPLETON RD.
 EL PASO COUNTY, COLORADO

ADJACENT PROPERTY OWNERS

1. ZONED RR5
TIMOTHY J FLANNERY
14775 JUDGE ORR RD
PEYTON CO, 80831-8424
2. ZONED RR5
RODOLFO ESCOBEDO
18450 N CURTIS RD
PEYTON, CO 80831-4147
3. ZONED RR5
DANIEL DUANE COMBS
8410 N CURTIS RD
PEYTON, CO 80831-7927
4. ZONED RR5
WILLIAM W. MILLIGAN
8370 N CURTIS RD.
PEYTON, CO 80831-7903
5. ZONED A-35
PETE LIEN & SONS INC.
PO BOX 440 RAPID CITY SD, 57709-0440
6. JANE DAVIS LIVING TRUST
9060 ELBERT RD.
PEYTON CO, 80831-8319



LIFT STATION 1 LOCATION LOTS 35
 AND 36 SADDLEHORN RANCH FILING
 NO. 3



HR GREEN Xref: 01-DVD.DSGN; xref: ARCH DHD1; 01-VICINITY MAP; 01-AL CONCEPT; 01-DV SURF; EPC Parcels

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NO.	DATE	BY	REVISION DESCRIPTION



GRANDVIEW RESERVE
 4 SITE INVESTMENT, LLC
 FALCON, COLORADO

GRANDVIEW RESERVE SKETCH PLAN
 ADJACENT PROPERTY OWNERS MAP

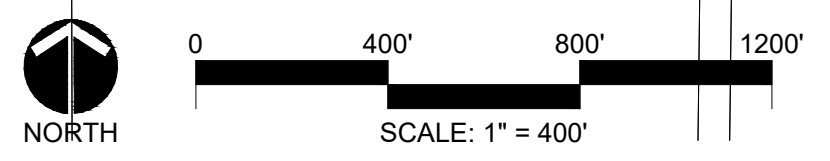
SKP-20-001
 SHEET
 AP1 01

GRANDVIEW ADJACENT PROPERTIES

TOWNSHIP T12S, RANGE R64W, 38.9847°N 104.5520°W
 EAST OF EASTONVILLE RD., WEST OF HWY 24, NORTH OF STAPLETON RD.
 EL PASO COUNTY, COLORADO

ADJACENT PROPERTY OWNERS

1. ZONED A-35
 JAMES BAUMGARTNER
 3580 N CURTIS RD
 PEYTON, CO 80831-7533
2. ZONED A-35
 LR RANCH PROPERTIES LLC
 N. CURTIS RD
 PEYTON CO, 80831-7533
3. ZONED RR-5
 JUDITH L SCRIBNER
 15910 WILLIE LN
 PEYTON CO, 80831-7533
4. ZONED RR-5
 SOLBERG LIVING TRUST
 3380 N CURTIS RD
 PEYTON CO, 80831-7263
5. ZONED A-35
 JO ELLEN DOZIER
 14390 TELEO CT
 PEYTON, CO 80831-7542
6. ZONED A-35
 BREWER-CROWELL LIVING TRUST
 14660 DAVIS RD
 PEYTON, CO 80831-7236



SKP-20-001

HR GREEN Xref: 01-DVD.DSGN: xref-ARCH DHD1: 01-VICINITY MAP: 01-AL-CONCEPT: 01-DV-SURF: EPC: Parcels
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 APPROVED: PLS JOB NUMBER: 191897
 CAD DATE: 2/9/2024
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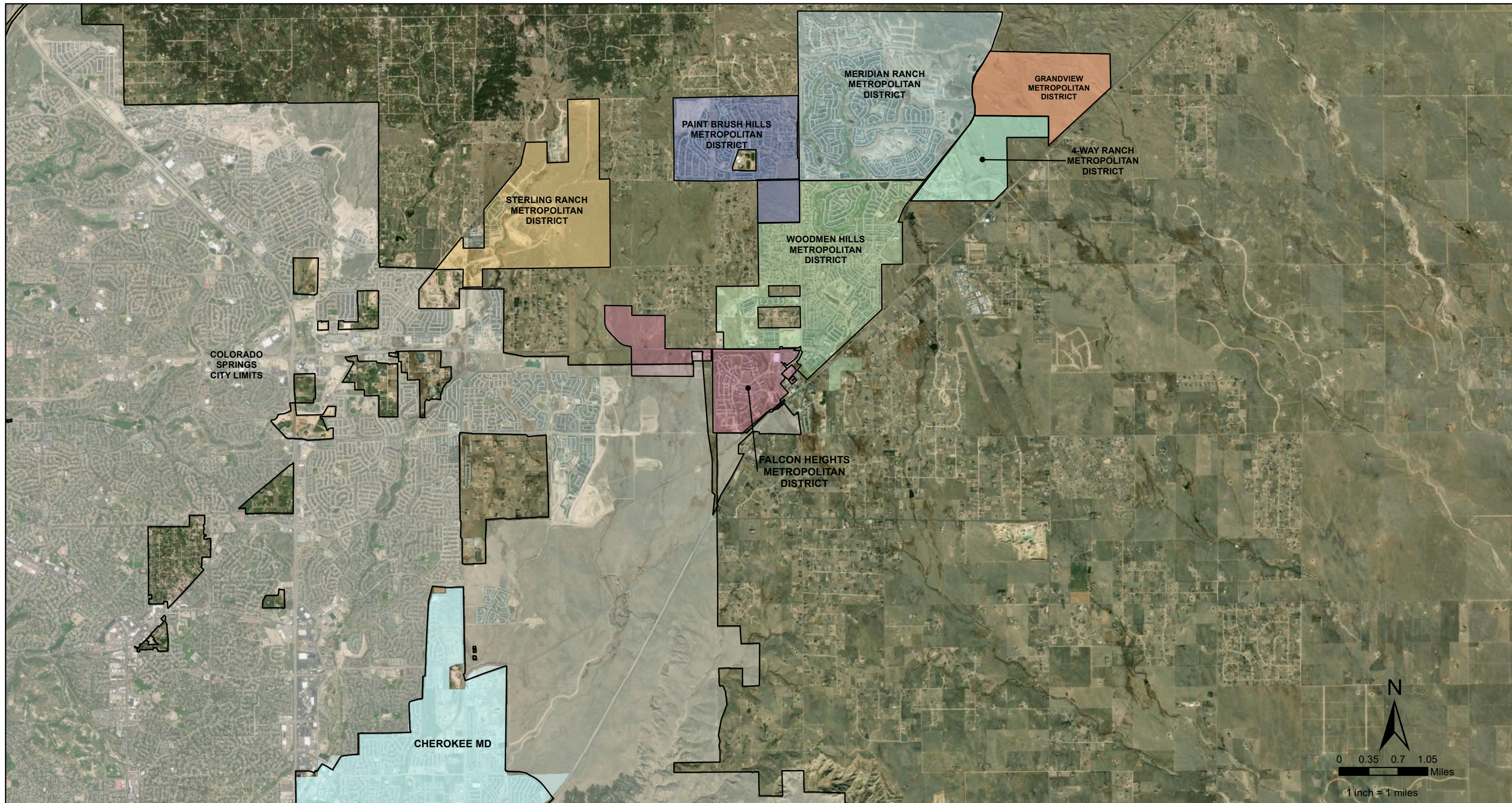
GRANDVIEW RESERVE
 4 SITE INVESTMENT, LLC
 FALCON, COLORADO

GRANDVIEW RESERVE SKETCH PLAN
 ADJACENT PROPERTY OWNERS MAP

SHEET
 AP1
 01



EXHIBIT E: SURROUNDING METROPOLITAN DISTRICT MAP



**Grandview Metropolitan District
Surrounding Metropolitan Districts Map**

*El Paso County
Colorado*

Data Source:
 Coordinate System: NAD 1983 StatePlane Colorado Central FIPS 0502 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 Units: Foot US





EXHIBIT F: LEGAL DESCRIPTION



EXHIBIT A

GRANDVIEW RESERVE METROPOLITAN DISTRICT No. 2

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 21, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, A PORTION OF THE WEST HALF OF SECTION 27 AND A PORTION OF THE NORTH NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED " PLS 30087", AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED " PLS 30087", BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N00°52'26"W, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,645.09 FEET TO THE POINT OF BEGINNING; THENCE N89°41'03"E, ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 22, A DISTANCE OF 400.43 FEET; THENCE S54°38'19"E, A DISTANCE OF 322.18 FEET; THENCE S15°28'17"E, A DISTANCE OF 239.41 FEET; THENCE S07°54'45"W, A DISTANCE OF 89.22 FEET; THENCE S48°50'01"E, A DISTANCE OF 156.62 FEET; THENCE N83°02'29"E, A DISTANCE OF 324.17 FEET; THENCE S71°00'05"E, A DISTANCE OF 309.15 FEET; THENCE S42°42'14"W, A DISTANCE OF 361.76 FEET; THENCE S49°48'45"E, A DISTANCE OF 1,122.17 FEET; THENCE S46°23'57"W, A DISTANCE OF 1,414.53 FEET; THENCE S25°17'59"E, A DISTANCE OF 103.66 FEET; THENCE S09°17'58"E, A DISTANCE OF 136.80 FEET; THENCE S42°25'16"E, A DISTANCE OF 685.79 FEET; THENCE S41°12'32"W, A DISTANCE OF 99.97 FEET; THENCE S00°00'00"E, A DISTANCE OF 282.37 FEET; THENCE S43°38'54"W, A DISTANCE OF 640.39 FEET; THENCE S51°46'34"E, A DISTANCE OF 548.80 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNT IN THE WARRANTY DEED RECORDED IN BOOK 6548 AT PAGE 892, RECORDS OF EL PASO COUNTY, COLORADO; THENCE ON SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. S45°55'49"W, A DISTANCE OF 1,078.91 FEET;
2. S89°39'01"W A DISTANCE OF 36.17 FEET;
3. S45°55'49"W, A DISTANCE OF 855.35 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 28;

THENCE N00°21'45"W, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 591.16 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N00°21'38"W ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1319.24 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE N89°47'08"W ON SAID SOUTH LINE, A DISTANCE OF 1,415.10 FEET; THENCE N00°20'56"E, A DISTANCE OF 131.71 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N09°07'27"E, HAVING A DELTA OF 32°48'22", A RADIUS OF 330.82 FEET, A DISTANCE OF 189.42 FEET TO A POINT ON CURVE; THENCE N27°48'24"W, A DISTANCE OF 255.75 FEET; THENCE N46°29'19"E, A DISTANCE OF 590.52 FEET; THENCE N14°36'33"W, A DISTANCE OF 372.33 FEET; THENCE N43°11'44"E, A DISTANCE OF 557.57 FEET; THENCE N14°30'21"E, A DISTANCE OF 374.20 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N13°50'22"E, HAVING A DELTA OF 62°58'51", A RADIUS OF 839.00 FEET, A DISTANCE OF 922.25 FEET TO A POINT OF TANGENT; THENCE N13°10'46"W, A DISTANCE OF 235.68 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING DELTA OF 31°01'27", A RADIUS OF 1,261.00 FEET, A DISTANCE OF 682.80 FEET TO A POINT OF TANGENT; THENCE N44°12'14"W, A DISTANCE OF 446.79 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 21°22'37", A RADIUS OF 1,061.00 FEET, A DISTANCE OF 395.86 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21; THENCE S89°50'58" ON SAID NORTH LINE, A DISTANCE OF 2,471.06 FEET TO THE POINT OF BEGINNING.



CONTAINING A CALCULATED AREA OF 12,695,360 FEET, OR 291.445 ACRES MORE OR LESS

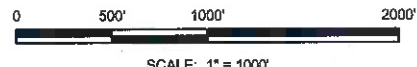
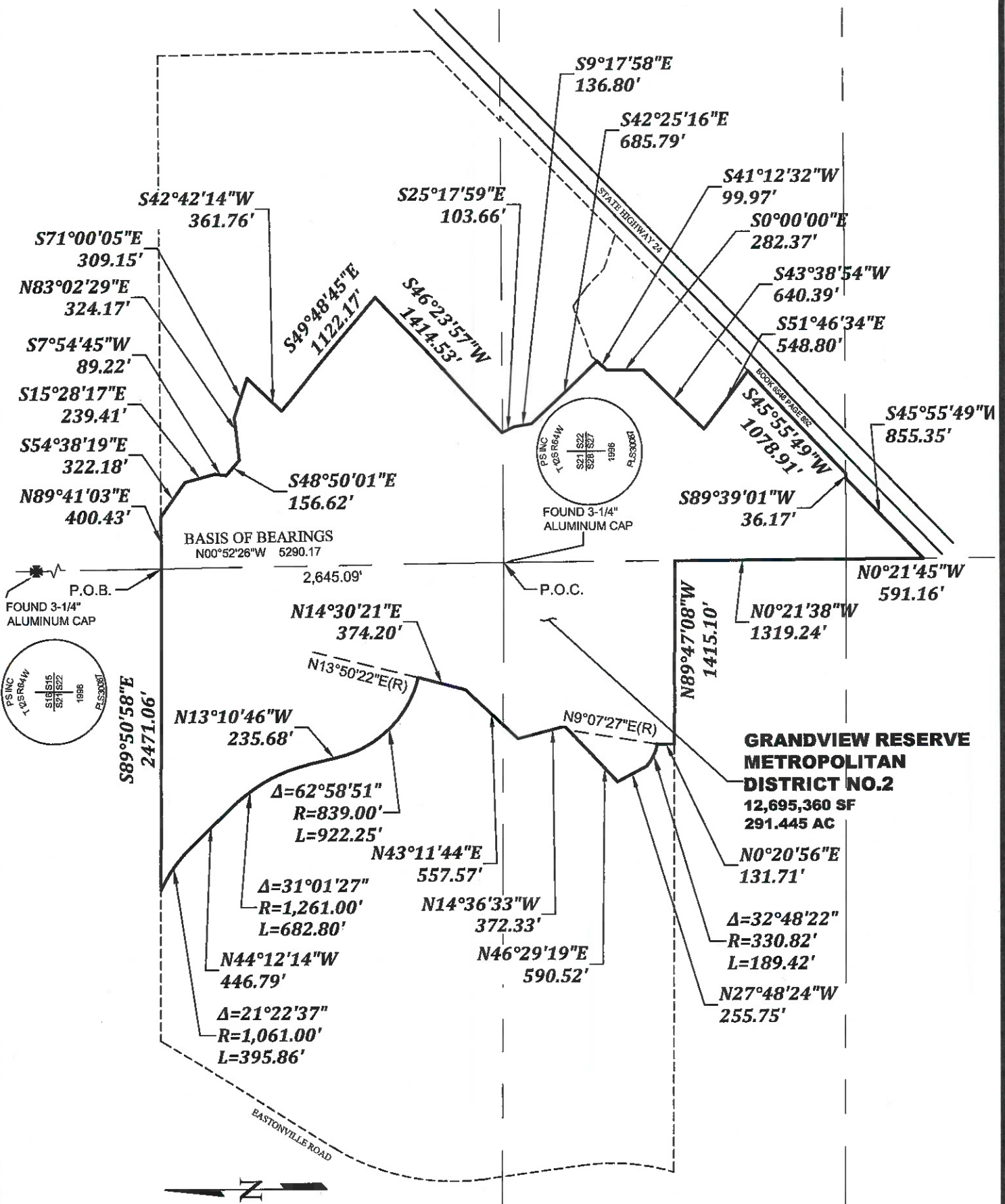
LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.

A circular professional seal for Jonathan W. Tessin, a Colorado Registered Professional Land Surveyor. The seal contains the text "COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR" around the perimeter, "JONATHAN W. TESSIN" in the center, and "33196" below the name. A handwritten date "2/10/2021" is written over the seal, and a blue ink signature is written across the bottom of the seal.

JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT B



LEGEND:

- P.O.B POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
 926 Elkton Dr. Colorado Springs, CO 80907 (719) 576-1216
 4732 Eagleridge Circle Pueblo, CO 81008 (719) 545-6240
 01-29-21 DISTRICT NO. 2
 JOB NO. 1672-02 SHEET 3 OF 3

Lift Station Site
1 (Alternative A and
C) WHMD Alternative



JR ENGINEERING
A Westrian Company

EXHIBIT

LOTS 35 & 36
SADDLEHORN RANCH FILING NO. 3

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP IN A RANGE BOX STAMPED "LS 17496 1992" AT THE NORTHWEST CORNER AND A NO. 6 REBAR WITH NO CAP IN A RANGE BOX AT THE SOUTHWEST CORNER, BEING ASSUMED TO BEAR S00°32'28"E.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S46°03'53"E A DISTANCE OF 100.91 FEET, TO THE POINT OF BEGINNING;

THENCE ON A LINE BEING 70.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, S89°59'23"E A DISTANCE OF 580.74 FEET;

THENCE S00°00'37"W A DISTANCE OF 182.33 FEET;

THENCE N89°59'39"W A DISTANCE OF 234.85 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 231°13'25" AND AN ARC LENGTH OF 242.14 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.55 FEET, A CENTRAL ANGLE OF 16°58'24" AND AN ARC LENGTH OF 29.79 FEET, TO A POINT OF NON-TANGENT;

THENCE S00°00'00"E A DISTANCE OF 230.06 FEET;

THENCE N90°00'00"W A DISTANCE OF 409.79 FEET;

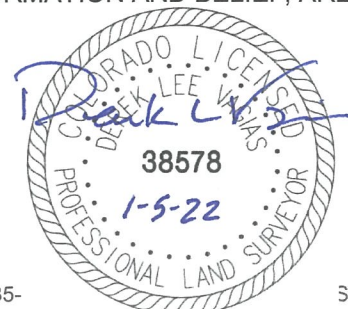
THENCE ON A LINE BEING 72.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 3, N00°32'28"W A DISTANCE OF 489.93 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 219,370 SQUARE FEET OR 5.0360 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC



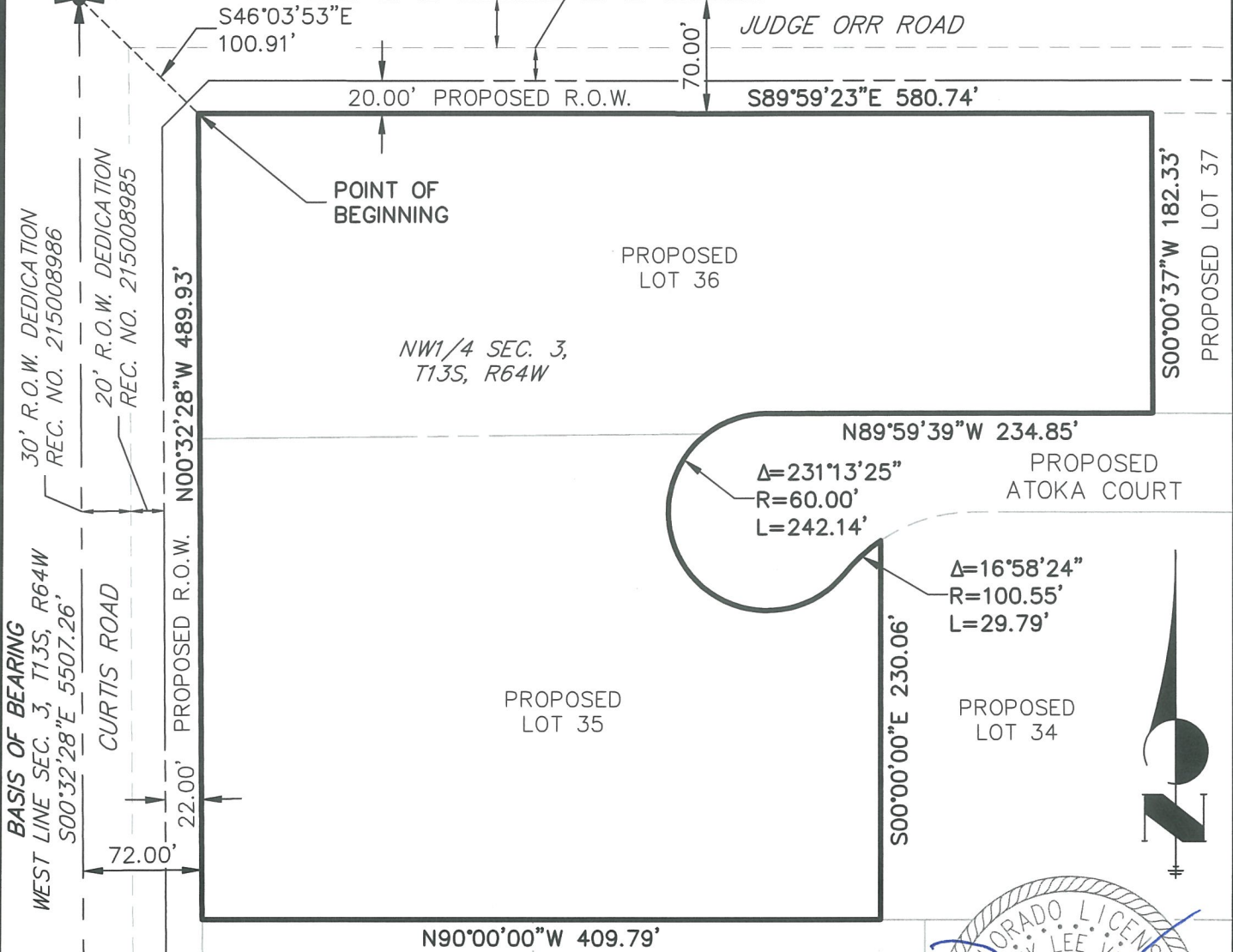
EXHIBIT

POINT OF COMMENCEMENT
NW CORNER SECTION 3
T13S, R64W, 6TH PM
3.25" ALUMINUM CAP
STAMPED: LS 17496 1992
IN A RANGE BOX

30' R.O.W. DEDICATION
REC. NO. 215008986

20' R.O.W. DEDICATION
REC. NO. 215008985

NORTH LINE SEC. 3
N89°59'23"W



30' R.O.W. DEDICATION
REC. NO. 215008986

20' R.O.W. DEDICATION
REC. NO. 215008985

N00°32'28"W 489.93'

PROPOSED R.O.W.

BASIS OF BEARING
WEST LINE SEC. 3, T13S, R64W
S00°32'28"E 5507.26'

CURTIS ROAD

72.00'

22.00'

NW 1/4 SEC. 3,
T13S, R64W

PROPOSED
LOT 36

PROPOSED
LOT 35

PROPOSED
ATOKA COURT

Δ=16°58'24"
R=100.55'
L=29.79'

PROPOSED
LOT 34

PROPOSED
LOT 27

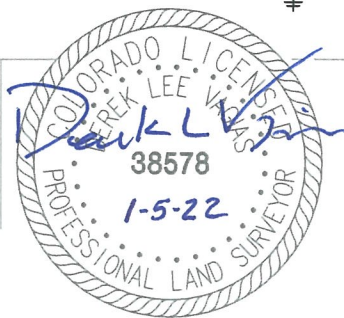
PROPOSED
LOT 26

SW CORNER SECTION 3
T13S, R64W, 6TH PM
NO. 6 REBAR WITH NO CAP
IN A RANGE BOX

NOTE: THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED PROPERTY DESCRIPTION.

LOTS 35 & 36
SADDLEHORN RANCH FILING NO. 3
PROJECT NO.: 25142.05
DATE: 1/5/2022

SHEET: 2 OF 2



100 50 0 100

ORIGINAL SCALE: 1" = 100'



Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com



Paul Howard
Senior Investment Advisor KW COMMERCIAL
Ph: 719-499-8416

Lift Station Site 2
(Alternative C)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

Property with No Residences)
 Property with Residences-Residential Addendum Attached)

Date: 2/7/2022

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Grandview Metro District No. 1 (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other n/a.

2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. **Seller.** Jiles T. Bennett and M. Jill Bennett (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of El Paso, Colorado (insert legal description):

S2S2SE4SE4 SEC 28-13-64

known as: 3530 N Curtis Road, Peyton, CO 80831

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions:**
n/a

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:
n/a

2.5.3. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. **Leased Items.** The following personal property is currently leased to Seller which will be

58 transferred to Buyer at Closing (Leased Items):

59 n/a

60 2.6. **Exclusions.** The following items are excluded (Exclusions):

61 n/a

62 2.7. **Water Rights, Well Rights, Water and Sewer Taps.**

64 2.7.1. **Deeded Water Rights.** The following legally described water rights:

65 To be provided in due diligence documents from Seller

66 Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

67 2.7.2. **Other Rights Relating to Water.** The following rights relating to water not included in §§
68 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

69 n/a

70 2.7.3. **Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer
71 understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well"
72 used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership
73 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in
74 the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for
75 the well and pay the cost of registration. If no person will be providing a closing service in connection with the
76 transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

77 n/a.

78 2.7.4. **Water Stock Certificates.** The water stock certificates to be transferred at Closing are as
79 follows:

80 n/a

81 2.7.5. **Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the
82 Property are being conveyed as part of the Purchase Price as follows:

83 n/a

84 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider,**
85 **written confirmation of the amount remaining to be paid, if any, time and other restrictions for**
86 **transfer and use of the taps.**

87 2.7.6. **Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
88 Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer
89 Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

90 2.7.7. **Water Rights Review.** Buyer **Does** **Does Not** have a Right to Terminate if
91 examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination**
92 **Deadline.**

93 2.8. **Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

94 n/a

95

100 3. DATES, DEADLINES AND APPLICABILITY.

101 3.1. Dates and Deadlines.

102

103 Item No.	Reference	Event	Date or Deadline
104 1	§ 3	Time of Day Deadline	<u>n/a</u>
105 2	§ 4	Alternative Earnest Money Deadline	<u>3/7/2022</u> <u>Monday</u>
106		Title	
107 3	§ 8	Record Title Deadline (and Tax Certificate)	<u>n/a</u>
108 4	§ 8	Record Title Objection Deadline	<u>3/4/2022</u> <u>Friday</u>
109 5	§ 8	Off-Record Title Deadline	<u>n/a</u>
110 6	§ 8	Off-Record Title Objection Deadline	<u>3/4/2022</u> <u>Friday</u>
111 7	§ 8	Title Resolution Deadline	<u>3/7/2022</u> <u>Monday</u>

112

116	8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>n/a</i>	
117			Owners' Association		
118					
119	9	§ 7	Association Documents Deadline	<i>n/a</i>	
120					
121	10	§ 7	Association Documents Termination Deadline	<i>n/a</i>	
122			Seller's Disclosures		
123					
124	11	§ 10	Seller's Property Disclosure Deadline	2/11/2022	Friday
125					
126	12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>n/a</i>	
127					
128			Loan and Credit		
129					
130	13	§ 5	New Loan Application Deadline	<i>n/a</i>	
131	14	§ 5	New Loan Terms Deadline	<i>n/a</i>	
132	15	§ 5	New Loan Availability Deadline	<i>n/a</i>	
133	16	§ 5	Buyer's Credit Information Deadline	<i>n/a</i>	
134	17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>	
135	18	§ 5	Existing Loan Deadline	<i>n/a</i>	
136	19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>	
137	20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>	
138	21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>	
139					
140			Appraisal		
141					
142	22	§ 6	Appraisal Deadline	3/2/2022	Wednesday
143	23	§ 6	Appraisal Objection Deadline	3/4/2022	Friday
144	24	§ 6	Appraisal Resolution Deadline	3/7/2022	Monday
145					
146			Survey		
147					
148	25	§ 9	New ILC or New Survey Deadline	3/2/2022	Wednesday
149	26	§ 9	New ILC or New Survey Objection Deadline	3/4/2022	Friday
150	27	§ 9	New ILC or New Survey Resolution Deadline	3/7/2022	Monday
151					
152			Inspection and Due Dilligence		
153					
154	28	§ 2	Water Rights Examination Deadline	3/4/2022	Friday
155	29	§ 8	Mineral Rights Examination Deadline	<i>n/a</i>	
156	30	§ 10	Inspection Termination Deadline	3/4/2022	Friday
157	31	§ 10	Inspection Objection Deadline	3/4/2022	Friday
158	32	§ 10	Inspection Resolution Deadline	3/7/2022	Monday
159	33	§ 10	Property Insurance Termination Deadline	<i>n/a</i>	
160	34	§ 10	Due Diligence Documents Delivery Deadline	2/18/2022	Friday
161	35	§ 10	Due Diligence Documents Objection Deadline	3/4/2022	Friday
162	36	§ 10	Due Diligence Documents Resolution Deadline	3/7/2022	Monday
163	37	§ 10	Environmental Inspection Termination Deadline	3/4/2022	Friday
164	38	§ 10	ADA Evaluation Termination Deadline	<i>n/a</i>	
165	39	§ 10	Conditional Sale Deadline	<i>n/a</i>	
166					
167					
168					
169					
170					
171					
172					
173					
174					

175	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
176				
177	41	§ 11	Estoppel Statements Deadline	n/a
178				
179	42	§ 11	Estoppel Statements Termination Deadline	n/a
180				
181			Closing and Possession	
182	43	§ 12	Closing Date	5/5/2022 Thursday
183	44	§ 17	Possession Date	Upon Successful Closing
184				
185	45	§ 17	Possession Time	Upon Successful Closing
186	46	§ 27	Acceptance Deadline Date	2/8/2022 Tuesday
187	47	§ 27	Acceptance Deadline Time	5 PM
188				
189	48	n/a	n/a	n/a
190				
191	49	n/a	n/a	n/a

192 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or
193 completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision
194 containing the deadline is deleted. Any box checked in this Contract means the corresponding provision
195 applies. If no box is checked in a provision that contains a selection of "None", such provision means that
196 "None" applies.
197

198 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have
199 signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.
200

201 **3.3. Day; Computation of Period of Days; Deadlines.**

202 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m.,
203 United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of**
204 **Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines,
205 Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day
206 specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank
207 or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.
208

209 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after
210 MEC), when the ending date is not specified, the first day is excluded and the last day is included.

211 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday
212 (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or
213 Holiday. Should neither box be checked, the deadline will not be extended.
214

215 **4. PURCHASE PRICE AND TERMS.**

216 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
217 follows:
218

Item No.	Reference	Item	Amount	Amount
219	1	§ 4.1.	Purchase Price	\$ 450,000.00
220	2	§ 4.3.	Earnest Money	\$ 10,000.00
221	3	§ 4.5.	New Loan	\$
222	4	§ 4.6.	Assumption Balance	\$
223	5	§ 4.7.	Private Financing	\$
224	6	§ 4.7.	Seller Financing	\$
225	7	n/a	n/a	\$
226	8	n/a	n/a	\$

233	9	§ 4.4.	Cash at Closing		\$ 440,000.00
234					
235	10		Total	\$ 450,000.00	\$ 450,000.00

236 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$n/a (Seller Concession). The Seller
237 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
238 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
239 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,
240 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
241 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
242 in this Contract.
243

244 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a Good Funds, will
245 be payable to and held by The Title Company (Earnest Money Holder), in its trust account, on behalf of
246 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the
247 parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize
248 delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at
249 or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money
250 deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
251 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money
252 deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
253

254 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
255 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.
256

257 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
258 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
259 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
260 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer
261 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
262 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §
263 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an
264 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,
265 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.
266

267 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute
268 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and
269 liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the
270 Earnest Money due to a Buyer default.
271

272 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute
273 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and
274 liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest
275 Money due to a Seller Default.
276

277 **4.4. Form of Funds; Time of Payment; Available Funds.**

278 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds,
279 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including
280 electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).
281

282 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be
283 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by
284 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**
285

286 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does**
287 **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
288 stated as Cash at Closing in § 4.1.
289

290 **4.5. New Loan.** (Omitted as inapplicable)

291 **4.6. Assumption.** (Omitted as inapplicable)

292 **4.7. Seller or Private Financing.** (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. **Credit Information.** (Omitted as inapplicable)

5.4. **Existing Loan Review.** (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. **Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. **Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. **Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. **Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. **Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. **OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. **Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY**

350 **WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
351 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ**
352 **THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
353 **THE ASSOCIATION.**

354 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
355 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller
356 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
357 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association
358 Documents, regardless of who provides such documents.

360 **7.3. Association Documents.** Association documents (Association Documents) consist of the
361 following:

362 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,
363 operating agreements, rules and regulations, party wall agreements and the Association's responsible
364 governance policies adopted under § 38-33.3-209.5, C.R.S.;

365 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or
366 managers' meetings; such minutes include those provided under the most current annual disclosure required
367 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
368 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent
369 minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

371 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual
372 Disclosure, including, but not limited to, property, general liability, association director and officer professional
373 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,
374 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

375 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special
376 assessments as disclosed in the Association's last Annual Disclosure;

378 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's
379 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements,
380 including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual
381 Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the
382 fees and charges (regardless of name or title of such fees or charges) that the Association's community
383 association manager or Association will charge in connection with the Closing including, but not limited to,
384 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or
385 update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record
386 Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves
387 or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial
388 Documents);

390 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §
391 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or
392 disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's
393 obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts;
394 Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or
395 limited common elements of the Association property.

396 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.
397 Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination**
398 **Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole
399 subjective discretion. Should Buyer receive the Association Documents after **Association Documents**
400 **Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
401 received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does
402 not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be
403 received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before
404 Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions
405 of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision,
406
407

408 notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).
409

410 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

411 **8.1. Evidence of Record Title.**

412 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the
413 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**
414 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title
415 Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title**
416 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as
417 soon as practicable at or after Closing.
418

419 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the
420 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**
421 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title
422 Commitment), in an amount equal to the Purchase Price.
423

424 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

425 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain
426 Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or
427 insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3)
428 survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time
429 of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and
430 unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
431 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** n/a.

432 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or
433 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may
434 require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance
435 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title,
436 Resolution).
437

438 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,
439 declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other
440 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in
441 the Title Commitment furnished to Buyer (collectively, Title Documents).
442

443 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,
444 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of
445 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the
446 documents required in this Section will be at the expense of the party or parties obligated to pay for the
447 owner's title insurance policy.

448 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title
449 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**
450 **Deadline**.
451

452 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment
453 and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before
454 **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of
455 Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in
456 Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not
457 received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
458 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title
459 Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such
460 documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer,
461 (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the
462 Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this
463 § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to
464 Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all
465

documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by Seller Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the

525 Property on or before the Record Title Deadline.

526 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole
527 subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), §
528 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's
529 rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has
530 the following options:

531 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title
532 matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not
533 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on
534 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's
535 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to
536 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
537 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3.
538 (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or
539 fifteen days after Buyer's receipt of the applicable documents; or

540 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §
541 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole
542 subjective discretion.
543
544

545 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and
546 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the
547 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,
548 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of
549 easements, leases and other unrecorded agreements, water on or under the Property and various laws and
550 governmental regulations concerning land use, development and environmental matters.

551 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
552 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**
553 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**
554 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL,**
555 **GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**
556 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF**
557 **THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

558 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
559 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
560 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**
561 **COUNTY CLERK AND RECORDER.**

562 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
563 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**
564 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**
565 **PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING**
566 **FACILITIES.**

567 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
568 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**
569 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**
570 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**

571 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be
572 excepted, excluded from, or not covered by the owner's title insurance policy.

573 **8.9. Mineral Rights Review.** Buyer **Does** **Does Not** have a Right to Terminate if examination of
574 the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.
575

576 **9. NEW ILC, NEW SURVEY.**

577 **9.1. New ILC or New Survey.** If the box is checked, (1) **New Improvement Location Certificate**
578 **(New ILC);** or, (2) **New Survey** in the form of n/a; is required and the following will apply:
579
580
581
582

583 **9.1.1. Ordering of New ILC or New Survey.** Seller Buyer will order the New ILC or New
584 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
585 certified and updated as of a date after the date of this Contract.

586 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on
587 or before Closing, by: Seller Buyer or:
588 n/a

589 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
590 the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or
591 before **New ILC or New Survey Deadline**.

592 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
593 the surveyor to all those who are to receive the New ILC or New Survey.

594 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
595 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller
596 or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective
597 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

598 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New
599 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to
600 Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**
601 **Deadline**, notwithstanding § 8.3. or § 13:

602 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is
603 terminated; or

604 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter
605 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer
606 requires Seller to correct.

607 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
608 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not
609 agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this
610 Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller
611 receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on
612 or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

621 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller
622 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's
623 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date
624 of this Contract.

625 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller
626 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.
627 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an
628 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.
629 Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days
630 after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer
631 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All
632 Faults."

633 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
634 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and
635 Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not
636 limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other
637

641 mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service
642 to the Property (including utilities and communication services), systems and components of the Property
643 (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or
644 (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the
645 Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

647 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify
648 Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition,
649 provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this
650 provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

651 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to
652 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

653 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
654 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
655 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**
656 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on
657 or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and
658 the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
659 executing an Earnest Money Release.

660 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
661 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,
662 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that
663 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any
664 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold
665 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any
666 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
667 Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including
668 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the
669 termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection
670 Resolution.

671 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance**
672 **Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and
673 premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

674 **10.6. Due Diligence.**

675 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents
676 and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or
677 before **Due Diligence Documents Delivery Deadline**:

678 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other
679 occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining
680 to the Property that survive Closing are as follows (Leases):

681 none

682 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased
683 Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information
684 pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.
685 Buyer **Will** **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4.,
686 Leased Items).

687 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are
688 encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the
689 evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due**
690 **Diligence Documents Delivery Deadline**. Buyer **Will** **Will Not** assume the debt on the Encumbered
691 Inclusions (§ 2.5.2., Encumbered Inclusions).

692 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally
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699

700 deliver copies of the following:

- 701 **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
702 Property;
- 703 **10.6.1.4.2.** Property tax bills for the last *n/a* years;
- 704 **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements,
705 including architectural, electrical, mechanical and structural systems; engineering reports; and permanent
706 Certificates of Occupancy, to the extent now available;
- 707 **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 708 **10.6.1.4.5.** Operating statements for the past *n/a* years;
- 709 **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 710 **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete
711 but has not yet completed and capital improvement work either scheduled or in process on the date of this
712 Contract;
- 713 **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims
714 which have been made for the past *n/a* years;
- 715 **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the
716 Property (if not delivered earlier under § 8.3.);
- 717 **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
718 environmental reports, letters, test results, advisories and similar documents respective to the existence or
719 nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or
720 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller,
721 Seller warrants that no such reports are in Seller's possession or known to Seller;
- 722 **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning
723 the compliance of the Property with said Act;
- 724 **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
725 governmental authority with jurisdiction over the Property and written notice of any violation of any such
726 permits, licenses or use authorizations, if any; and
- 727 **10.6.1.4.13.** Other:
- 728 **Any documents in Seller's possession or reasonable control.**

732 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and
733 object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or
734 are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**
735 **Objection Deadline:**

736 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
737 is terminated; or

738 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of
739 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

740 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection
741 is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller
742 have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution**
743 **Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller
744 receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e.,
745 on or before expiration of **Due Diligence Documents Resolution Deadline**.

746 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence**
747 **Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by
748 any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

749 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental
750 inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.
751 Seller Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental**
752 **Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for
753 Environmental Site Assessments) and/or *n/a*, at the expense of Seller Buyer (Environmental
754
755
756
757

758 Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property
759 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations
760 must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any
761 Seller's tenants' business uses of the Property, if any.

762 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site
763 Assessment, the **Environmental Inspection Termination Deadline** will be extended by **60** days (Extended
764 Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection
765 Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such
766 event, Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.

768 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this §
769 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection**
770 **Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on
771 any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

772 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**,
773 based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

774 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of
775 that certain property owned by Buyer and commonly known as *n/a*. Buyer has the Right to Terminate under §
776 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
777 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller
778 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any
779 Right to Terminate under this provision.

781 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer
782 Does Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water
783 Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer Does
784 Does Not acknowledge receipt of a copy of the current well permit.

785 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE**
786 **GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE**
787 **DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER**
788 **SUPPLIES.**

790 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of
791 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions
792 or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend,
793 alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the
794 Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or
795 delayed.

796 **10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]**

797 **10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if**
798 **applicable]**

799 **10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if**
800 **applicable]**

803 11. TENANT ESTOPPEL STATEMENTS.

804 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel
805 Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on
806 or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to
807 Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease
808 stating:
809

810 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

811 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent
812 modifications or amendments;

813 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to
814 Seller;
815

- 816 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
817
818 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
819 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and
820 complete copy of the Lease demising the premises it describes.

821 11.2. **Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property
822 a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement
823 setting forth the information and documents required §11.1. above and deliver the same to Buyer on or
824 before **Estoppel Statements Deadline**.

825 11.3. **Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or
826 before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in
827 Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel**
828 **Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.
829
830

CLOSING PROVISIONS

834 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

835 12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the
836 Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to
837 Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer
838 acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required
839 loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
840 additional information and documents required by Closing Company that will be necessary to complete this
841 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or
842 before Closing.
843

844 12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions **Are**
845 **Are Not** executed with this Contract.
846

847 12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the
848 date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to
849 deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by **The**
850 **Title Company**.

851 12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent
852 of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
853 companies).
854

855 12.5. **Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue
856 after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to
857 Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to
858 § 2.5.4. (Leased Items).
859

860 13. **TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract,
861 including the tender of any payment due at Closing, Seller must execute and deliver the following good and
862 sufficient deed to Buyer, at Closing: special warranty deed general warranty deed
863 bargain and sale deed quit claim deed personal representative's deed **n/a** deed. Seller, provided
864 another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer,
865 at Closing.
866

867 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special
868 warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined
869 in §38-30-113(5)(a), C.R.S.
870

871 14. **PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts
872 owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including
873 any governmental liens for special improvements installed as of the date of Buyer's signature hereon,
874

875 whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the
876 proceeds of this transaction or from any other source.

877

878 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
879 **WITHHOLDING.**

880 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all
881 other items required to be paid at Closing, except as otherwise provided herein.

882 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by
883 Buyer Seller One-Half by Buyer and One-Half by Seller Other *n/a*.

884 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**,
885 Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current
886 Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

887 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must
888 be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

889 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller
890 One-Half by Buyer and One-Half by Seller N/A.

891 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in
892 advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or
893 working capital due at Closing must be paid by Buyer Seller

894 One-Half by Buyer and One-Half by Seller N/A.

895 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will
896 be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

897 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller
898 One-Half by Buyer and One-Half by Seller N/A.

899 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be
900 paid when due by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

901 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property,
902 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
903 Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

904 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this
905 Contract, do not exceed \$**TBD** for:

906 Water Stock/Certificates Water District

907 Augmentation Membership Small Domestic Water Company *n/a*

908 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

909 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to
910 Buyer must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

911 **15.9. FIRPTA and Colorado Withholding.**

912 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the
913 Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not
914 occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in
915 this Section is checked, Seller represents that Seller **IS** a foreign person for purposes of U.S. income
916 taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for
917 purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide
918 any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller
919 authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with
920 Seller's tax advisor to determine if withholding applies or if an exemption exists.

921 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of
922 the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if
923 not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any
924 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing
925 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to
926

927

933 determine if withholding applies or if an exemption exists.
934

935 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**
936

937 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

938 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and
939 general real estate taxes for the year of Closing, based on

940 **Taxes for the Calendar Year Immediately Preceding Closing**

941 **Most Recent Mill Levy and Most Recent Assessed Valuation**, **Other**

942 n/a

943 **16.1.2. Rents.** Rents based on **Rents Actually Received** **Accrued.** At Closing, Seller will
944 transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after
945 lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

946 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and

947 n/a

948 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations
949 are final.

950 **16.2. Association Assessments.** Current regular Association assessments and dues (Association
951 Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular
952 Association Assessments for deferred maintenance by the Association will not be credited to Seller except as
953 may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated
954 to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment
955 assessed prior to **Closing Date** by the Association will be the obligation of **Buyer** **Seller.** Except
956 however, any special assessment by the Association for improvements that have been installed as of the
957 date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller
958 unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special
959 assessments against the Property except the current regular assessments and
960

961 n/a

962 Association Assessments are subject to change as provided in the Governing Documents.
963
964

965 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession**
966 **Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

967 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction
968 and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 100
969 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until
970 possession is delivered.
971

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973

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976

977 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;**
978 **AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will
979 be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

980 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other
981 perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the
982 total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be
983 paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to
984 repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before
985 **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum.
986 Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at
987 Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from
988 damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance
989 policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance
990

991

General Provisions

991 proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired
992 prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing,
993 if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written
994 agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's
995 sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total
996 Purchase Price, plus the amount of any deductible that applies to the insurance claim.
997

998 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and
999 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or
1000 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is
1001 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar
1002 size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of
1003 such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds
1004 received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not
1005 repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to
1006 Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at
1007 Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase
1008 Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
1009 Closing.
1010

1011 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending
1012 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly
1013 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or
1014 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should
1015 Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions,
1016 Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in
1017 the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or
1018 exceed the Purchase Price.
1019

1020 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to
1021 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
1022 complies with this Contract.
1023

1024 **18.5. Home Warranty. [Intentionally Deleted]**

1025 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other
1026 casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is
1027 entitled to such insurance proceeds or benefits for the growing crops.
1028

1029 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller
1030 acknowledge that their respective broker has advised that this Contract has important legal consequences
1031 and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel
1032 before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with
1033 their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and
1034 (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
1035 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits,
1036 including deadlines, that must be complied with.
1037

1038 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines
1039 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due,
1040 including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed
1041 timely as provided in this Contract or waived, the non-defaulting party has the following remedies:
1042

1043 **20.1. If Buyer is in Default:**

1044 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money
1045 (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest
1046 Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such
1047 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full
1048
1049

1050 force and effect and Seller has the right to specific performance or damages, or both.

1051 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is**
1052 **checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
1053 Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED
1054 DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided
1055 in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations
1056 of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

1057 **20.2. If Seller is in Default:**

1058 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as
1059 canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may
1060 recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for
1061 failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this
1062 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or
1063 both.
1064

1065 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under
1066 this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller,
1067 failure to perform any replacements or repairs required under this Contract or failure to timely disclose any
1068 known adverse material facts, Seller remains liable for any such failures to perform under this Contract after
1069 Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and
1070 survive Closing.
1071

1072 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
1073 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court
1074 must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1075 expenses.
1076

1077 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not
1078 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the
1079 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators
1080 cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must
1081 agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share
1082 equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the
1083 entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by
1084 one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing
1085 in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,
1086 before or after the date of written notice requesting mediation. This Section will not alter any date in this
1087 Contract, unless otherwise agreed.
1088

1089 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1090 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller.
1091 In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to
1092 release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1)
1093 wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a
1094 court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable
1095 attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless
1096 Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller)
1097 containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money
1098 Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In
1099 the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the
1100 time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the
1101 Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or
1102 termination of this Contract.
1103
1104
1105
1106
1107

1108 **24. TERMINATION.**
1109 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1110 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1111 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1112 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the
1113 Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right
1114 to Terminate under such provision.

1115 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received
1116 hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4.
1117 and 21.
1118
1119

1120 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
1121 specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any
1122 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this
1123 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or
1124 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by
1125 its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor
1126 to a party receives the predecessor's benefits and obligations of this Contract.
1127
1128

1129 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

1130 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing,
1131 except as provided in § 26.2. and is effective when physically received by such party, any individual named in
1132 this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working
1133 with such party (except any notice or delivery after Closing must be received by the party, not Broker or
1134 Brokerage Firm).
1135

1136 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
1137 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for
1138 such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after
1139 Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the
1140 electronic address of the recipient by facsimile, email or n/a.
1141

1142 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email
1143 at the email address of the recipient, (2) a link or access to a website or server provided the recipient
1144 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax
1145 No.) of the recipient.

1146 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed
1147 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign
1148 a contract in Colorado for real property located in Colorado.
1149

1150 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,
1151 by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such
1152 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1153 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1154 executed by each party, separately and when each party has executed a copy thereof, such copies taken
1155 together are deemed to be a full and complete contract between the parties.
1156
1157

1158 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1159 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1160 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1161 **and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**
1162
1163

1164 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
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29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

29.1 Paul J. Howard is a licensed Real Estate Broker in the State of Colorado.

29.2 This contract is subject to the approval of the Metro District Counsel and Board of Directors.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:

n/a

30.2. Documents Not Part of Contract. The following documents have been provided but are **not a** part of this Contract:

n/a

Signatures

Paul J Howard, Board Member

Date: 2/7/2022

Buyer: **Grandview Metro District No. 1**

By: Paul J Howard, Board Member

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Jiles T Bennett

Date: 2/7/2022

Seller: **Jiles T. Bennett**

M. Jill Bennett

Date: 2/7/2022

Seller: **M. Jill Bennett**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

1225
1226 **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**
1227

1228 **A. Broker Working With Buyer**
1229

1230 Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if
1231 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not
1232 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest
1233 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of
1234 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written
1235 mutual instructions, provided the Earnest Money check has cleared.
1236

1237
1238 Broker is working with Buyer as a **Buyer's Agent** **Transaction-Broker** in this transaction.
1239

1240 **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship
1241 with Seller.
1242

1243 Brokerage Firm's compensation or commission is to be paid by **Listing Brokerage Firm** **Buyer**
1244 **Other** N/A.
1245

1246 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does
1247 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be
1248 entered into separately and apart from this provision.
1249

1250
1251 Brokerage Firm's Name: **Keller Williams Clients Choice d/b/a KW COMMERCIAL**
1252 **KW COMMERCIAL**
1253

1254 Brokerage Firm's License #: **EC 40021523**
1255

1256
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Date: **2/7/2022**

1260 Broker's Name: **Paul Howard**
1261

1262 Broker's License #:
1263

1264 Address: **1175 Kelly Johnson Blvd Colorado Springs, CO 80920**

1265 Ph: **719-499-8416** Fax: Email Address: **paulhoward@kwcommercial.com**
1266
1267

1268
1269
1270 **B. Broker Working with Seller**
1271

1272 Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if
1273 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not
1274 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest
1275 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of
1276 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written
1277 mutual instructions, provided the Earnest Money check has cleared.
1278

1279
1280 Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction.
1281
1282

1283 **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship
1284 with Buyer.
1285

1286 Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other N/A.
1287

1288 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does
1289 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be
1290 entered into separately and apart from this provision.
1291

1292
1293 Brokerage Firm's Name: ***Keller Williams Clients Choice d/b/a KW COMMERCIAL***

1294 Brokerage Firm's License #:

1295 Broker:



1296
1297
1298
1299 Date: ***2/7/2022***
1300

1301 Broker's License #:

1302 Address: ***1175 Kelly Johnson Blvd Colorado Springs, CO 80920***

1303 Ph: ***719-499-8416*** Fax: Email Address: ***paulhoward@kwcommercial.com***
1304
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1306

1307 **CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)**

1308

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EXHIBIT G: TITLE COMMITMENT



INVOICE

Land Title Guarantee Company
 5975 Greenwood Plaza Blvd Suite 125
 Greenwood Village, CO 80111
 719-634-4821

WELD COUNTY PROJECT
 PETER MARTZ
 PO BOX 50223
 COLORADO SPRINGS, CO 80949

<u>Reference</u>	
Your Reference Number:	TBD Commitment - 55099141
Our Order Number:	CSP-38464
Our Customer Number:	55955.2
Invoice Requested by:	PETER MARTZ
Invoice (Process) Date:	August 19, 2021
Transaction Invoiced By:	Web Services
Email Address:	system@ltgc.com

Invoice Number: CSP-38464

Date: August 19, 2021

Order Number: 55099141

Property Address: GRANDVIEW RESERVE FILING NO. 1 COLORADO SPRINGS

Parties: A Purchaser To Be Determined

Invoice Charges		
Service:	TBD Commitment	\$271.00
Ref:	55099141	
Addr:	GRANDVIEW RESERVE FILING NO. 1	
Party:	4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY	
		\$271.00
Total Amount Invoiced:		\$0.00
Less Payment(s):		\$271.00
Balance Due:		

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
 Please reference **Invoice Number CSP-38464** on your Payment



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **SC55099141**

Date: **08/19/2021**

Property Address: **GRANDVIEW RESERVE FILING NO. 1, COLORADO SPRINGS, CO**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

Robert Hayes
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(303) 850-4136 (Work)
(719) 634-3190 (Work Fax)
rohayes@ltgc.com

Seller/Owner

4 SITE INVESTMENTS, LLC, A COLORADO LIMITED
LIABILITY COMPANY
Attention: PETER MARTZ
PO BOX 50223
COLORADO SPRINGS, CO 80949
(719) 491-3150 (Cell)
(719) 447-8773 (Work)
pmartzlrg@comcast.net
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY

Attention: BRANDON STRAUB
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 659-6991 (Cell)
(719) 634-4821 (Work)
(719) 634-3190 (Work Fax)
bstraub@ltgc.com
Delivered via: Electronic Mail

Seller/Owner

4 SITE INVESTMENTS, LLC, A COLORADO LIMITED
LIABILITY COMPANY
Attention: PAUL HOWARD
1271 KELLY JOHNSON BOULEVARD
SUITE 100
COLORADO SPRINGS, CO 80920
(719) 499-8416 (Cell)
(719) 499-8419 (Work)
paulinfinity1@msn.com
Delivered via: Electronic Mail

HR GREEN

Attention: PHIL STUEPFERT
(630) 220-7936 (Cell)
(720) 602-4941 (Work)
pstuepfert@hrgreen.com
Delivered via: Electronic Mail

Seller/Owner

4 SITE INVESTMENTS, LLC, A COLORADO LIMITED
LIABILITY COMPANY

Attention: SAMUEL HOWARD

1271 KELLY JOHNSON BOULEVARD

SUITE 100

COLORADO SPRINGS, CO 80918

(719) 375-9123 (Work)

howardsamuel3@gmail.com

Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SC55099141** Date: **08/19/2021**
Property Address: **GRANDVIEW RESERVE FILING NO. 1, COLORADO SPRINGS, CO**
Parties: **A PURCHASER TO BE DETERMINED**
4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"TBD" Commitment	\$271.00
	Total \$271.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 08/08/2018 under reception no. 218091620](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55099141

Property Address:

GRANDVIEW RESERVE FILING NO. 1, COLORADO SPRINGS, CO

1. Effective Date:

08/13/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A PURCHASER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

A PARCEL TO BE PLATTED AS GRANDVIEW RESERVE FILING NO. 1:

A TRACT OF LAND BEING A PORTION OF SECTION 21, AND A PORTION OF THE NORTH HALF OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;
THENCE N00°52'26"W ON THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 2,645.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21;
THENCE N89°50'58"W, ON SAID NORTHERLY LINE, A DISTANCE OF 2,934.88 FEET TO THE POINT OF BEGINNING; THENCE S11°05'24"W, A DISTANCE OF 24.40 FEET; THENCE S78°54'36"E, A DISTANCE OF 185.19 FEET; THENCE S26°50'16"W, A DISTANCE OF 203.39 FEET TO A POINT OF CURVE, THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 32°15'55", A RADIUS OF 250.00 FEET, A DISTANCE OF 140.78 FEET TO A POINT OF TANGENT; THENCE S05°25'39"E, A DISTANCE OF 185.30 FEET TO A POINT OF CURVE, THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 11°17'04", A RADIUS OF 1,140.00 FEET, A DISTANCE OF 224.52 FEET TO A POINT OF TANGENT; THENCE S05°51'25"W, A DISTANCE OF 481.83 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING DELTA OF 55°09'30", A RADIUS

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55099141

OF 550.00 FEET, A DISTANCE OF 529.48 FEET TO A POINT OF TANGENT; THENCE S49°18'05"E, A DISTANCE OF 342.14 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 29°29'59", A RADIUS OF 1,050.00 FEET, A DISTANCE OF 540.61 FEET TO A POINT OF TANGENT; THENCE S19°48'06"E, A DISTANCE OF 438.38 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 08°00'18", A RADIUS OF 1,950.00 FEET, A DISTANCE OF 272.44 FEET TO A POINT OF TANGENT; THENCE S27°48'24"E, A DISTANCE OF 779.86 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 61°56'07", A RADIUS OF 190.00 FEET, A DISTANCE OF 205.39 FEET TO A POINT OF TANGENT; THENCE S89°44'32"E, A DISTANCE OF 289.03 FEET; THENCE S00°12'52"W, A DISTANCE OF 111.41 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE N89°47'08"W, ON SAID SOUTH LINE, A DISTANCE OF A DISTANCE OF 2,630.21 FEET; THENCE N00°12'52"E, A DISTANCE OF 25.00 FEET; THENCE N89°47'08"W, A DISTANCE OF 679.35 FEET; THENCE N44°47'01"W, A DISTANCE OF 42.37 FEET; THENCE N41°52'38"E, A DISTANCE OF 21.11 FEET; THENCE N41°03'22"E, A DISTANCE OF 139.03 FEET; THENCE S89°58'12"W, A DISTANCE OF 288.62 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF EXISTING EASTONVILLE ROAD (60.00 FOOT WIDE); THENCE ON SAID EASTERLY RIGHT-OF-WAY AS DEFINED BY CERTIFIED BOUNDARY SURVEY, AS RECORDED JULY 18, 2001 UNDER DEPOSIT NO. (RECEPTION NO.) [201900096](#), THE FOLLOWING SEVEN (7) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N79°27'48"W, HAVING A DELTA OF 18°12'30", A RADIUS OF 1,630.00 FEET; A DISTANCE OF 518.00 FEET TO A POINT OF TANGENT;
2. N07°40'18"W, A DISTANCE OF 777.34 FEET TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'10", A RADIUS OF 1,770.00 FEET, A DISTANCE OF 1,205.40 FEET TO A POINT OF TANGENT;
4. N31°20'52"E, A DISTANCE OF 1,517.37 FEET TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 2°07'03", A RADIUS OF 1,330.00 FEET, A DISTANCE OF 49.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21;
6. THENCE CONTINUING ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 09°53'50", A RADIUS OF 1,330.00 FEET, A DISTANCE OF 229.74 FEET TO A POINT OF TANGENT;
7. N19°19'59"E, A DISTANCE OF 81.04 FEET;
THENCE S74°09'13"E, A DISTANCE OF 47.53 FEET; THENCE S27°01'36"E, A DISTANCE OF 35.92 FEET; THENCE S71°02'24"E, A DISTANCE OF 160.69 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 07°52'12", A RADIUS OF 1,150.00 FEET, A DISTANCE OF 157.96 FEET TO A POINT OF TANGENT;
THENCE S78°54'36"E, A DISTANCE OF 237.75 FEET; THENCE S11°05'24"W, A DISTANCE OF 105.60 FEET TO THE POINT OF BEGINNING.

PREPARED BY:
JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.
AUGUST 11, 2021

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: SC55099141

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55099141

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. PARTIAL RELEASE OF DEED OF TRUST DATED AUGUST 07, 2019 FROM 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF PFG FUND II, LLC TO SECURE THE SUM OF \$2,400,000.00 RECORDED AUGUST 08, 2019, UNDER RECEPTION NO. [219092123](#).

MODIFICATION RECORDED DECEMBER 18, 2020 UNDER RECEPTION NO. [220208112](#).

NOTE: TRI-PARTY AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST RECORDED APRIL 7, 2021 UNDER RECEPTION NO. [221069463](#).

2. PARTIAL RELEASE OF DEED OF TRUST FROM 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF PFG FUND II, LLC TO SECURE THE SUM OF \$1,515,000.00 RECORDED DECEMBER 18, 2020, UNDER RECEPTION NO. [220208111](#).

NOTE: TRI-PARTY AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST RECORDED APRIL 7, 2021 UNDER RECEPTION NO. [221069463](#).

3. PARTIAL RELEASE OF DEED OF TRUST DATED APRIL 07, 2021 FROM 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF A PURCHASER TO BE DETERMINED TO SECURE THE SUM OF \$250,000.00 RECORDED APRIL 07, 2021, UNDER RECEPTION NO. [221069464](#).

NOTE: TRI-PARTY AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST RECORDED APRIL 7, 2021 UNDER RECEPTION NO. [221069463](#).

4. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF GRANDVIEW RESERVE, FILING NO. 1.

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

5. SPECIAL WARRANTY DEED FROM 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A PURCHASER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: THE OPERATING AGREEMENT FOR 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES PAUL J. HOWARD AND PETER MARTZ AS THE MANAGERS THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

NOTE: THE STATEMENT OF AUTHORITY FOR 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED APRIL 07, 2021 AS RECEPTION NO. [221069462](#) DISCLOSES PAUL J. HOWARD AND PETER MARTZ AS THE MANAGERS AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55099141

All of the following Requirements must be met:

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2020 TAXES, ITEM 7 UNDER SCHEDULE B-2 WILL BE DELETED AND ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2021, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55099141

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. 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.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES.**

NOTE: TO BE DELETED UPON CONFIRMATION OF NO EXISTING LEASES OR TENANCIES IN SELLER'S FINAL AFFIDAVIT.

9. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD BOOK A AT PAGE [78](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
10. RIGHT OF WAY EASEMENT AS GRANTED TO THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED NOVEMBER 18, 1963, IN BOOK 1986 AT PAGE [795](#).
11. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO INTERSTATE GAS COMPANY IN INSTRUMENT RECORDED NOVEMBER 19, 1971, IN BOOK 2450 AT PAGE [586](#).
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, OBLIGATIONS AND EASEMENTS OF RULE AND ORDER RECORDED APRIL 24, 1997 AT RECEPTION NO. [97046029](#).
NOTE: THIS EXCEPTION WILL BE AMENDED UPON RECORDATION OF AGREEMENT.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55099141

13. WATER RIGHTS, CLAIMS OR TITLE TO WATER, INCLUDING BUT NOT LIMITED TO COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER RECORDED SEPTEMBER 10, 2004 UNDER RECEPTION NO. [204153948](#).
14. TERMS, CONDITIONS AND PROVISIONS OF WATER EASEMENT AGREEMENT RECORDED NOVEMBER 06, 2007 AT RECEPTION NO. [207143740](#). CONSENT TO GRANT OF EASEMENT RECORDED NOVEMBER 6, 2007 UNDER RECEPTION NO. [207143741](#).
15. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED APRIL 13, 2010, UNDER RECEPTION NO. [210034079](#) AND AMENDMENT TO THE GRANT OF RIGHT-OF-WAY RECORDED MAY 18, 2010 UNDER RECEPTION NO. [210046560](#).
16. ANY AND ALL WATER RIGHTS CONVEYED BY SPECIAL WARRANTY DEED RECORDED AUGUST 8, 2018, UNDER RECEPTION NO. [218091621](#).
17. ANY AND ALL WATER RIGHTS CONVEYED BY QUIT CLAIM DEED RECORDED AUGUST 8, 2019 UNDER RECEPTION NO. [219092121](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PFG FUND II, LLC CONCERNING CERTAIN WATER RIGHTS PLEDGED AS COLLATERAL BY 4 SITE INVESTMENTS, LLC, FOR THE BENEFIT OF PFG FUND II, LLC RECORDED AUGUST 08, 2019 UNDER RECEPTION NO. [219092171](#).
19. WATER LEASE IN FAVOR OF SPRING CREEK, LLC, A COLORADO LIMITED LIABILITY COMPANY AS EVIDENCED IN SECOND AMENDED WATER RIGHTS LEASE RECORDED SEPTEMBER 22, 2020 UNDER RECEPTION NO. [220147708](#).
20. THE EFFECT OF RESOLUTION NO. 20-342, RECORDED SEPTEMBER 23, 2020, UNDER RECEPTION NO. [220148200](#).
21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF GRANDVIEW RESERVE FILING NO. 1 RECORDED _____ UNDER RECEPTION NO. _____. (TO BE RECORDED)



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 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 will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 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 Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders 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 material-men 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 un-filed mechanic's and material-men'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 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.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (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 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: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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, 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; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature 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.
- (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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  *C. Monroe* President

Attest  *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT H: NOTICE TO MINERAL ESTATE OWNERS

CERTIFICATION:

I Mike Bramlett on behalf of JR Engineering researched the records of the El Paso County Clerk and Recorder and established that there was/was not a mineral estate owner(s) on the real property known as Grandview Reserve. An initial public hearing on Grandview Reserve Preliminary Plan which is the subject of the hearing, is scheduled for to be determined, ~~2000~~ 2019.

~~Pursuant to §24-65.5-103(4), C.R.S., I certify that a Notice of an initial public hearing was mailed to the mineral estate owner(s) (if established above) and a copy was mailed to the El Paso County Planning Department on _____, 200_____.~~

Dated this 8 day of January, 2019.

Mike Bramlett

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

The foregoing certification was acknowledged before me this 8 day of January, 2019, by Mike Bramlett.

Witness my hand and official seal.

My Commission Expires: 09-01-2020

Ladonna Nelson
Notary Public





EXHIBIT I: GRANDVIEW RESERVE SKETCH PLAN

GRANDVIEW RESERVE SKETCH PLAN

TOWNSHIP T12S, RANGE R64W, 38.9847°N 104.5520°W
 EAST OF EASTONVILLE RD., WEST OF HWY 24, NORTH OF STAPLETON RD.
 EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 21, A PORTION OF THE SOUTH HALF OF SECTION 22, A PORTION OF THE NORTH HALF OF SECTION 28, AND A PORTION OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC PLS 30087 1998", AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC PLS 30087 1998", BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N00°52'26"W ON THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 2645.09 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°41'03"E ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF 3938.19 FEET; THENCE S00°41'58"E ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, A DISTANCE OF 2,117.66 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNTY IN THAT WARRANTY DEED RECORDED IN BOOK 6548 AT PAGE 892, RECORDS OF EL PASO COUNTY, COLORADO; THENCE ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

- S45°55'49"W, A DISTANCE OF 758.36 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22;
- N89°38'06"E ON SAID SOUTH LINE, A DISTANCE OF 36.18 FEET;
- S45°55'49"W, A DISTANCE OF 3818.92 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

- S89°39'01"W ON SAID NORTH LINE, A DISTANCE OF 36.17 FEET;
- S45°55'49"W, A DISTANCE OF 855.35 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 28;

THENCE N00°21'45"W ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 591.16 TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N00°21'38"W ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1319.24 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE N89°47'08"W ON SAID SOUTH LINE, A DISTANCE OF 4,692.55 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EXISTING EASTONVILLE ROAD (60.00 FOOT WIDE); THENCE ON SAID EASTERLY RIGHT-OF-WAY AS DEFINED BY CERTIFIED BOUNDARY SURVEY, AS RECORDED UNDER DEPOSIT NO. 20190096, THE FOLLOWING FIVE (5) COURSES:

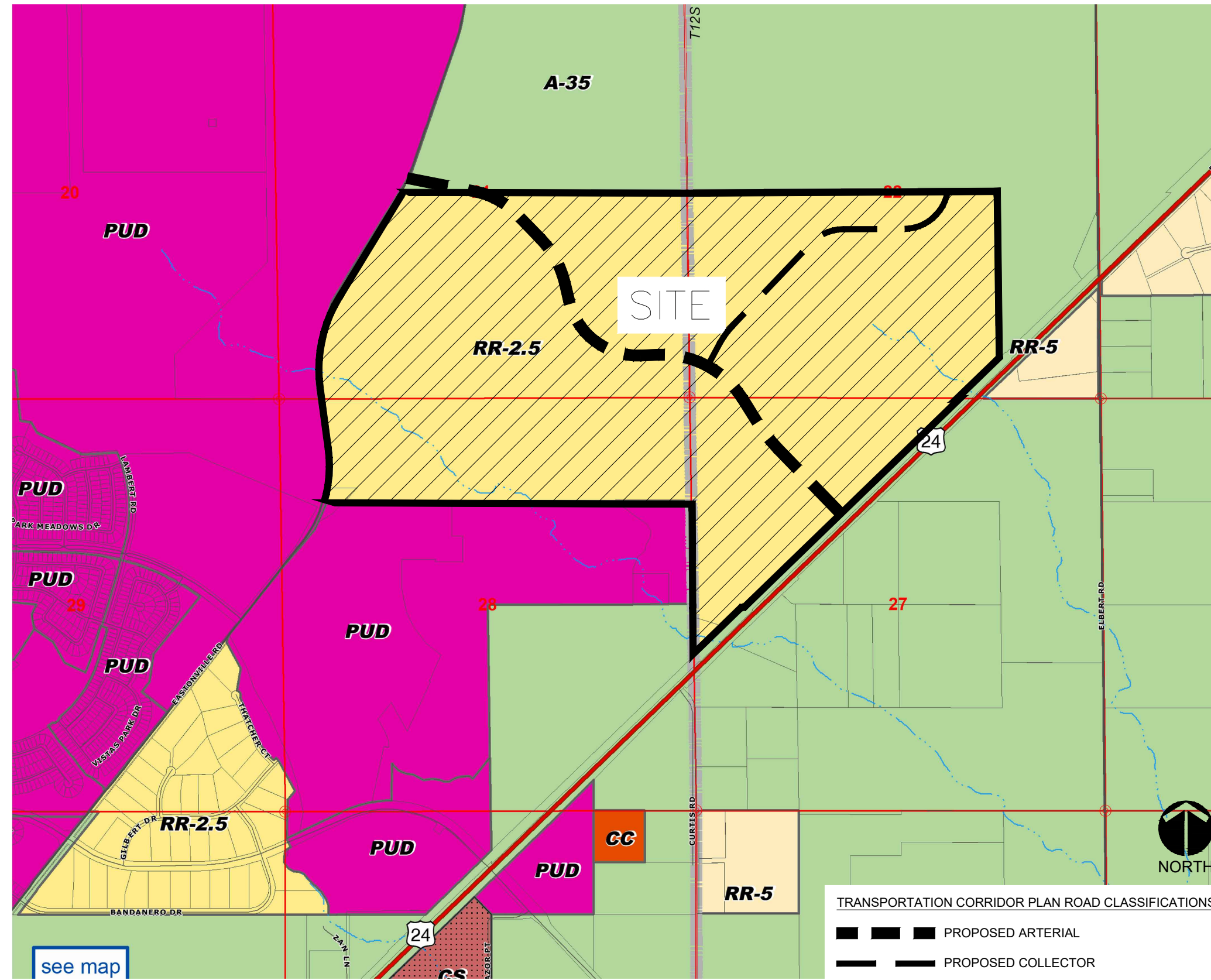
- ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N73°08'46"W, HAVING A DELTA OF 24°31'32", A RADIUS OF 1,630.00 FEET; A DISTANCE OF 697.72 FEET TO A POINT OF TANGENT;
- N07°40'18"W, A DISTANCE OF 777.34 FEET TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'10", A RADIUS OF 1,770.00 FEET, A DISTANCE OF 1,205.40 FEET TO A POINT OF TANGENT;
- N31°20'52"E, A DISTANCE OF 1,517.37 FEET TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 2°07'03", A RADIUS OF 1,330.00 FEET, A DISTANCE OF 49.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21;

THENCE S89°50'58"E ON SAID NORTH LINE, A DISTANCE OF 3,635.53 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 768.2334 ACRES MORE OR LESS.

ZONING MAP

SCALE = N.T.S



FLOODPLAIN NOTES:

- PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A DESIGNATED FEMA FLOODPLAIN AS DETERMINED BY THE FEMA NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE MAP NUMBERS '08041C0556G' AND '08041C0552G' WITH AN EFFECTIVE DATE DECEMBER 7, 2018.2. THE EXISTING FLOODPLAIN BOUNDARIES MAY BE REVISED AND/OR THE BASE FLOOD ELEVATION (BFE) MAY BE MODIFIED. COORDINATION WITH FEMA WILL BE COMPLETED TO ESTABLISH REVISED FLOOD PLAIN LIMITS AND BFE. IF THE SUBMITTAL AND REVIEW OF A FLOODPLAIN REVISION OCCURS INDEPENDENTLY OF THIS SKETCH PLAN AND SHALL BE APPROVED PRIOR TO THE PLATTING OF ANY LOTS CURRENTLY LOCATED WITHIN FLOODPLAIN BOUNDARIES
- NO STRUCTURES OR SOLID FENCES ARE PERMITTED WITHIN THE DESIGNATED FLOODPLAIN AREA.

PUBLIC STREETS

- REX ROAD AS ILLUSTRATED ON THE DRAWINGS WILL BE A PUBLIC STREET TO BE DESIGNED AND CONSTRUCTED TO EL PASO COUNTY STANDARDS, DEDICATED TO EL PASO COUNTY FOR AND UPON ACCEPTANCE BY EL PASO COUNTY, AND SHALL BE MAINTAINED BY EL PASO COUNTY DEPARTMENT OF TRANSPORTATION. ALIGNMENT IS SUBJECT TO CDOT APPROVAL; IF CDOT DENIES REX ROAD ALIGNMENT AS SHOWN INTERSECTING HWY 24, AN AMENDMENT MAY BE REQUIRED PURSUANT TO THE PCD DIRECTORS DETERMINATION.
- STREETS WILL MEET THE STANDARDS OF EL PASO COUNTY ENGINEERING CRITERIA MANUAL. A DEVIATION REQUEST AND/OR PUD MODIFICATION MUST BE APPROVED FOR ANY DESIGN THAT DOES NOT CONFORM WITH THESE STANDARDS.
- SIDEWALKS OR WALKWAYS WILL BE PROVIDED ALONG ALL STREETS AND INTERIOR TO DEVELOPMENT PARCELS, LINKING SCHOOLS, PARKS AND TRAIL SYSTEMS.
- PUBLIC STREETS WITHIN THIS DEVELOPMENT SHALL PROVIDE FOR LEVELS OF VEHICULAR CIRCULATION REQUIRED BY THE TRAFFIC STUDY AND SHALL BE PAVED.
- UNTIL APPROVED BY THE COUNTY ENGINEER ALL ACCESS POINTS SHOWN ON THIS PLAN ARE CONCEPTUAL AND NON-BINDING UPON THE COUNTY APPROVAL OF THIS SKETCH PLAN AMENDMENT SHALL NOT BE INTERPRETED TO INCLUDE APPROVAL OF ANY ACCESS TO ANY PUBLIC ROADS. THE COUNTY ENGINEER SHALL APPROVE ALL ACCESSES IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES OF THE ENGINEERING CRITERIA MANUAL AT THE TIME OF PUD DEVELOPMENT PLAN AND/OR SUBDIVISION SUBMITTAL AND REVIEW.

PRIVATE STREETS

- A WAIVER OF THE EPC LAND DEVELOPMENT CODE WILL BE REQUESTED TO PERMIT PRIVATE ROADWAYS WITHIN THIS DEVELOPMENT AT THE TIME OF SUBSEQUENT APPLICATIONS.
- ANY FUTURE PRIVATE STREETS, IF PROPOSED, WILL BE PRIVATELY OWNED AND MAINTAINED BY THE GRANDVIEW RESERVE METROPOLITAN DISTRICT NO. 1 OR HOA (HOMEOWNERS ASSOCIATION).

PHASING PLAN:

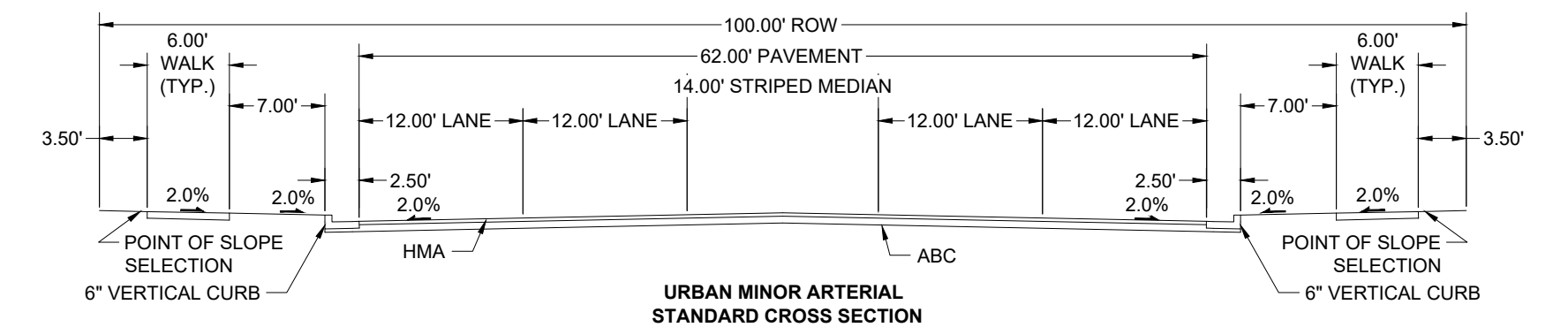
- THE GRANDVIEW RESERVE PROJECT WILL BE DEVELOPED IN MULTIPLE PHASES AND PLATTED IN MULTIPLE FILINGS, WHICH HAVE YET TO BE DETERMINED. THE SEQUENCE OF CONSTRUCTION AND DEVELOPMENT IS NOT DEPENDENT UPON UTILITIES OR INFRASTRUCTURE.

GEOLOGIC HAZARDS DISCLOSURE STATEMENT:

- AREAS OF PROPOSED SUBDIVISION HAVE BEEN FOUND TO BE IMPACTED BY GEOLOGICAL CONDITIONS, INCLUDING SEASONAL AND POTENTIALLY SEASONAL SHALLOW GROUND WATER, ARTIFICIAL FILL, LOOSE AND EXPANSIVE SOILS AND SLOPE STABILITY. THESE CONDITIONS CAN BE MITIGATED BY AVOIDANCE, RE-GRADING, PROPER ENGINEERING DESIGN, AND CONSTRUCTION TECHNIQUES. A MAP OF THE HAZARD AREAS AND PROPOSED MITIGATION MEASURES CAN BE FOUND IN THE GEOLOGICAL HAZARD STUDY AND WASTEWATER STUDY PREPARED BY ENTECH ENGINEERING INC., DATED JANUARY 15, 2019. FURTHER STUDIES OF THESE CONDITIONS SHALL BE PROVIDED WITH EITHER PRELIMINARY OR FINAL PLANS.

REX ROAD DETAIL

SCALE = N.T.S



VICINITY MAP

SCALE = N.T.S



NOTES

GENERAL NOTES

- A TOTAL OF 3260 DWELLING UNITS ARE ALLOWED WITHIN THE GRANDVIEW RESERVE PROJECT.
- CLUSTERING OF UNITS WITHIN RESIDENTIAL DISTRICTS IS PERMITTED, BUT NOT REQUIRED, SO LONG AS THE OVERALL DENSITY LIMIT IS NOT EXCEEDED. THE USE OF CLUSTERING IS ENCOURAGED TO PROMOTE COMMON OPEN SPACE, PROTECT NATURAL FEATURES, AND PROVIDE CREATIVE AND FLEXIBLE DESIGN ALTERNATIVES.
- A DENSITY TRANSFER MAY BE PERMITTED ON GRANDVIEW RESERVE FOR ALL RESIDENTIAL DISTRICTS. THIS TRANSFER WOULD BE PROPOSED AT THE TIME OF REZONING AND/OR PRELIMINARY PLAN (WHERE APPROPRIATE) AND WOULD NEED TO BE REVIEWED BY STAFF TO ENSURE THAT THE OVERALL DEVELOPMENT CONCEPT IS ADHERED TO. A DENSITY TRANSFER NOT TO EXCEED TWENTY PERCENT (20%) OF THE MAXIMUM UNITS FOR EACH PARCEL IS PERMITTED. THE TRANSFERRED DENSITY SHALL MEET ALL MINIMUM REQUIREMENTS OF THE RECEIVING AREA SUCH AS LOT SIZE, SETBACKS, ETC. IN NO CASE SHALL THE OVERALL DENSITY CAP EXCEED THE TOTAL UNITS APPROVED FOR THE PROJECT.
- SPECIFIC DEVELOPMENT STANDARDS SUCH AS SETBACKS, LOT COVERAGE, BUILDING HEIGHTS AND LAND USES SHALL BE ADDRESSED WITH A SUBSEQUENT ZONING OF THE PROPERTY AT A LATER DATE. THESE STANDARDS WILL EITHER FOLLOW SPECIFIC PROPOSED PUD DEVELOPMENT PLANS OR PER COUNTY ZONING STANDARDS IF FOLLOWING 'STRAIGHT ZONING' OF THE COUNT.
- COMMERCIAL USES SHALL BE ALLOWED TO DEVELOP INDEPENDENT OF THE PHASING PLAN AS MARKET FACTORS ALLOW.
- ALL COMMON LANDSCAPE, OPEN SPACE, PARKS, TRACTS AND DRAINAGE FACILITIES WITHIN THIS DEVELOPMENT SHALL BE OWNED AND MAINTAINED BY THE DISTRICT.
- ALL DETENTION PONDS AND CROSS LOT DRAINAGE DITCHES WILL BE LOCATED WITHIN DRAINAGE EASEMENTS PROVIDING ACCESS FOR MAINTENANCE TO THE GRANDVIEW RESERVE METROPOLITAN DISTRICT NO.1.
- THERE SHALL BE NO DIRECT LOT ACCESS TO STATE HIGHWAY 24, EASTONVILLE ROAD OR REX ROAD.
- NOISE STUDY WILL BE SUBMITTED WITH SUBSEQUENT SUBMITTAL WHERE APPROPRIATE TO MITIGATE IMPACTS FROM EASTONVILLE, RE ROAD AND HWY 24 TO THE PROJECT AREA.
- PARK IMPROVEMENTS PROVIDED BY THE DEVELOPER MAY BE APPLIED TO PARK LAND DEDICATION AND/OR FEES WITH REVIEW AND APPROVAL BY EL PASO COUNTY PARKS. ANY PARK IMPROVEMENTS WILL BE COORDINATED AT A LATER DATE WITH EL PASO COUNTY PARKS VIA PARK LAND AGREEMENTS.
- POTENTIAL SCHOOL SITE IS PROVIDED AS SHOWN ON THE PLAN AS INSTITUTIONAL.
- SCHOOL SITE (10.7 AC) IS SHOWN WITH THE INTENT OF GETTING FULL CREDIT IN LIEU OF FEES. IF THE SCHOOL SITE IS NOT ACCEPTED FEES IN LIEU OF LAND WILL BE PROVIDED.
- ALL ELECTRIC SERVICE SHALL BE PROVIDED BY MOUNTAIN VIEW ELECTRIC ASSOCIATION. BLACK HILLS ENERGY AND NATURAL GAS EASEMENTS WILL BE PROVIDED AS REQUIRED.
- SITE LIGHTING, IF REQUIRED, WILL MEET THE REQUIREMENTS SET FORTH IN SECTION 6.2.3 OF EL PASO COUNTY LAND DEVELOPMENT CODE.
- THE DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AN OTHER AGENCY REQUIREMENTS, IF ANY, OF APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO PARKS AND WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORPS OF ENGINEERS, AND THE U.S. FISH AND WILDLIFE SERVICE REGARDING THE ENDANGERED SPECIES ACT, PARTICULARLY AS IT RELATES TO ANY LISTED SPECIES.
- THE FOLLOWING DISTRICTS WILL SERVE THE PROPERTY
 GRANDVIEW RESERVE METROPOLITAN DISTRICT NOS. 1-5 INCLUDING WATER SERVICE.
 WASTEWATER SERVICES - WOODMEN HILLS METROPOLITAN DISTRICT
 SCHOOLS-PEYTON SCHOOL DISTRICT
 FIRE EMERGENCY - PEYTON FIRE PROTECTION DISTRICT
 EMERGENCY SERVICES - FALCON FIRE PROTECTION DISTRICT
 EL PASO COUNTY CONSERVATION DISTRICT
 PIKES PEAK LIBRARY DISTRICT
- THE MAILBOX KIOSK WILL BE DETERMINED WITH EACH FINAL PLAT AND IN COORDINATION WITH THE U.S. POSTAL SERVICE.
- PERIMETER BUFFERS ALONG EXISTING ADJACENT ZONING OF A-35 SHALL BE 20 FEET WHERE NOTED ON PLAN AND ALL OTHER BUFFERS TO ADJACENT ZONING SHALL BE 15 FEET WHERE NOTED ON PLAN.

HR GREEN Xrefs: 01-DVD-DSGN; xref: 1-ARCH D101; 01-VICINITY MAP; 01-XL-CONCEPT; 01-DV-SURF

DRAWN BY: JAG	JOB DATE: 8/26/2020	BAR IS ONE INCH ON OFFICIAL DRAWINGS.
APPROVED: PLS	JOB NUMBER: 191897	0" = 1"
CAD DATE: 8/26/2020		IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.
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NO.	DATE	BY	REVISION DESCRIPTION



GRANDVIEW RESERVE
 4 SITE INVESTMENT, LLC
 FALCON, COLORADO

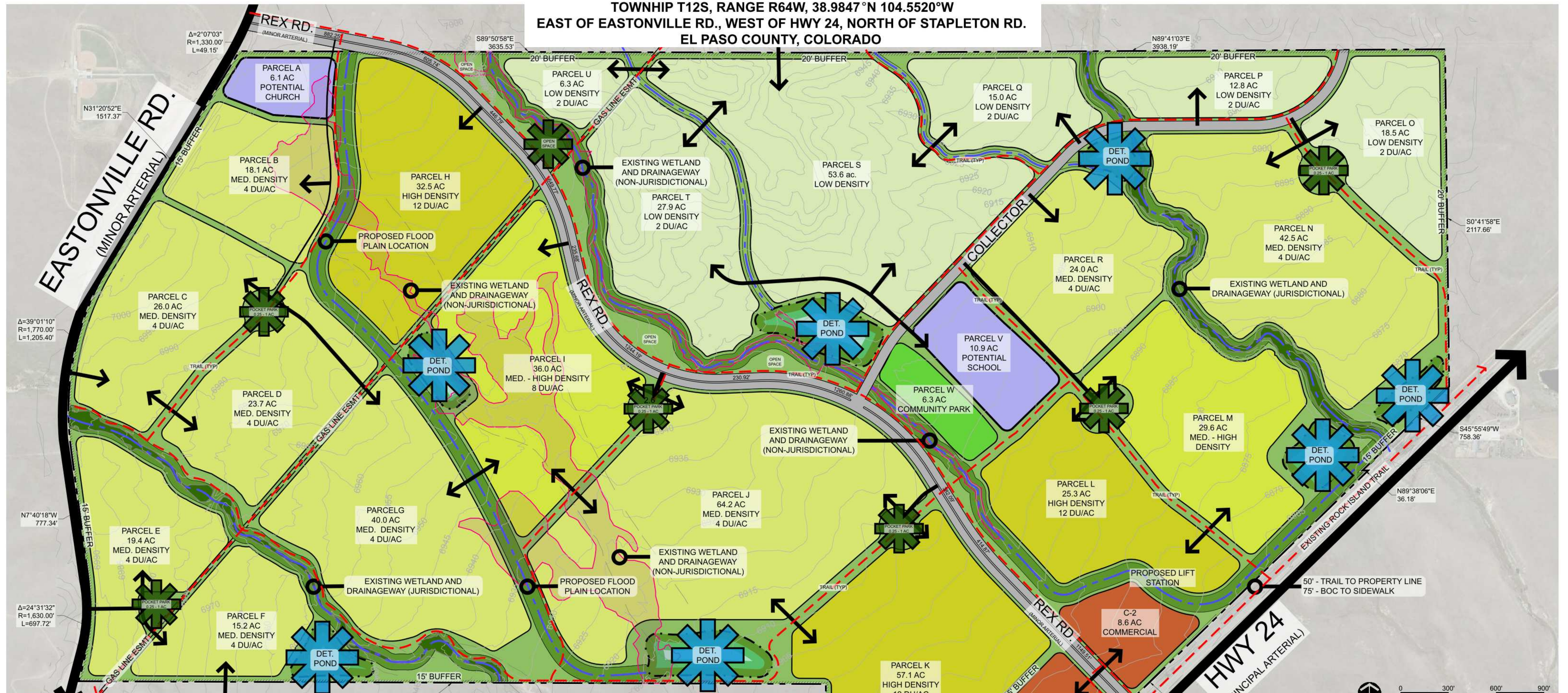
GRANDVIEW RESERVE SKETCH PLAN
 COVER SHEET

SKP-20-001

SHEET
 SP1.1
 1

GRANDVIEW RESERVE SKETCH PLAN

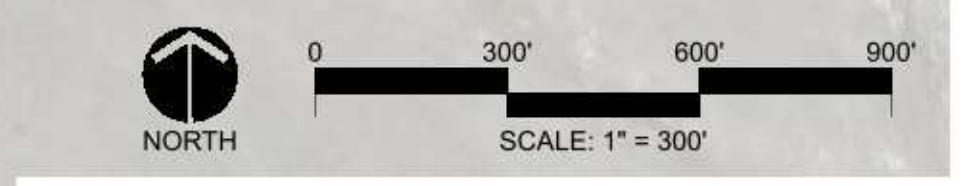
TOWNSHIP T12S, RANGE R64W, 38.9847°N 104.5520°W
 EAST OF EASTONVILLE RD., WEST OF HWY 24, NORTH OF STAPLETON RD.
 EL PASO COUNTY, COLORADO



Land Use Summary

LAND USE CATEGORY	ACREAGE	ACREAGE %	MAX. DU/AC	MAX. UNITS
SCHOOL	10.9 ac.	1.4%	N/A	N/A
CHURCH	6.1 ac.	0.8%	N/A	N/A
LOW DENSITY	134.1 ac.	17.5%	2	268
MEDIUM DENSITY	272.5 ac.	35.5%	4	1090
MED. - HIGH DENSITY	65.6 ac.	8.5%	8	524
HIGH DENSITY	114.9 ac.	15.0%	12	1378
COMMERCIAL	16.4 ac.	2.1%	N/A	N/A
OPEN SPACE	127.1 ac.	16.5%	N/A	N/A
REX RD/COLLECTOR	20.6 ac.	2.7%	N/A	N/A
Total	768.2 ac.	100%		3260

*OPEN SPACE INCLUDES: DETENTION, DRAINAGE CORRIDORS, GENERAL OPEN SPACE AND EASEMENTS, AND R.O.W./BUFFER OF EASTONVILLE RD. & HWY 24



LEGEND

- PROPERTY LINE
- PROPOSED ARTERIAL ROADS
- PROPOSED COLLECTOR ROADS
- PROPOSED LOCAL ROADS
- POCKET PARK
- DETENTION POND
- PROPOSED TRAIL
- PERIMETER BUFFER
- WETLANDS (JURISDICTIONAL)
- WETLANDS (NON-JURISDICTIONAL)

HR GREEN XREFS: 01-DV-DWG, 01-DV-ARCH, 01-VICINITY MAP, 01-AL-CONCEPT, 01-DV-SURF

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NO.	DATE	BY	REVISION DESCRIPTION



GRANDVIEW RESERVE
 4 SITE INVESTMENT, LLC
 FALCON, COLORADO

GRANDVIEW RESERVE SKETCH PLAN
 SKETCH PLAN

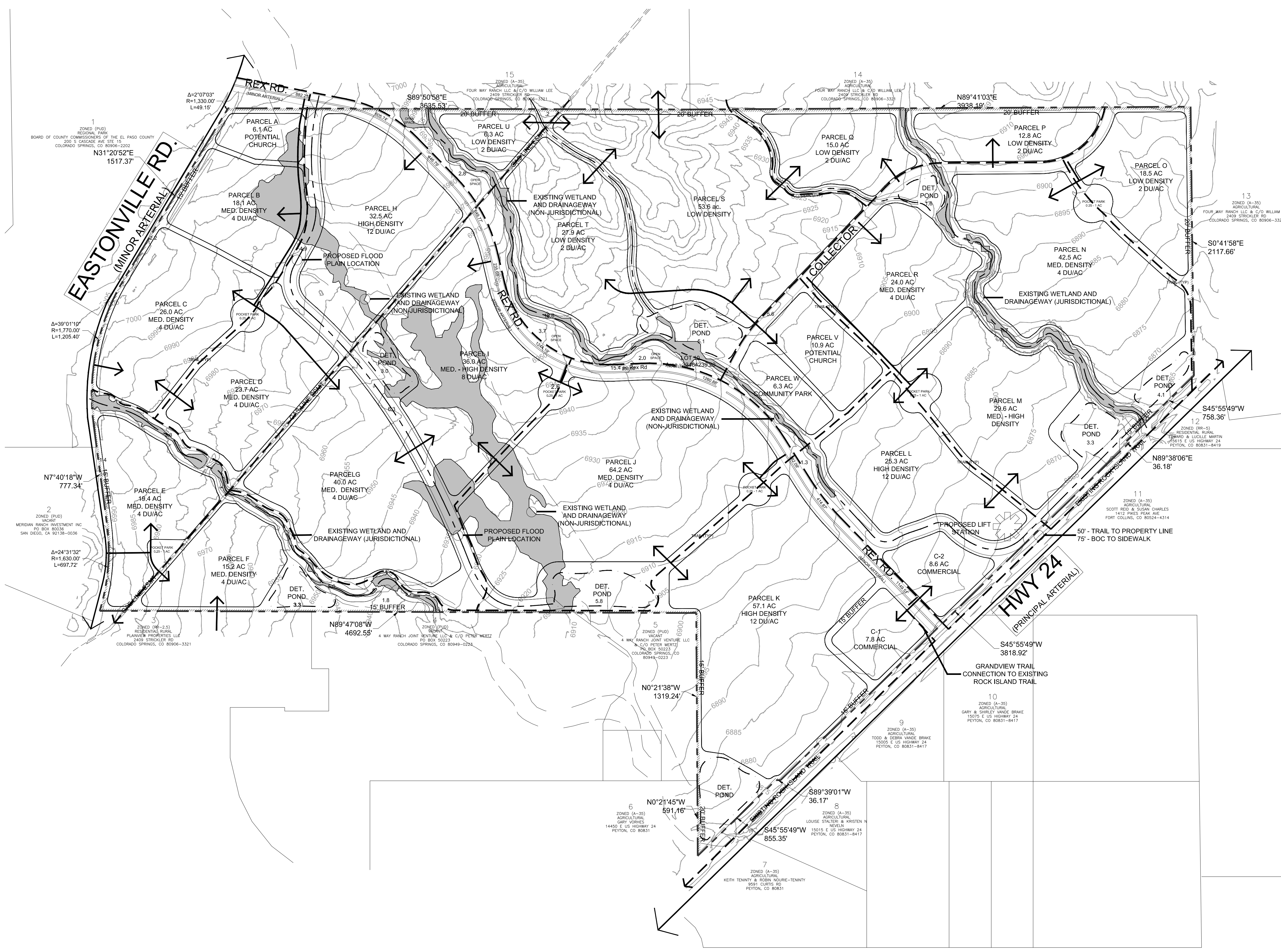
SKP-20-001
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GRANDVIEW RESERVE SKETCH PLAN

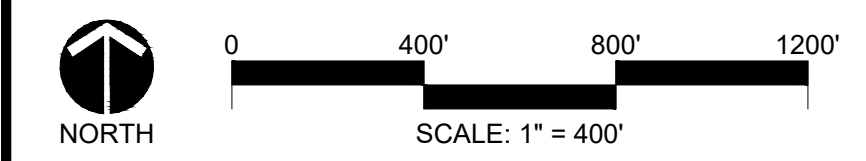
TOWNSHIP T12S, RANGE R64W, 38.9847°N 104.5520°W
 EAST OF EASTONVILLE RD., WEST OF HWY 24, NORTH OF STAPLETON RD.
 EL PASO COUNTY, COLORADO

ADJACENT PROPERTY OWNERS

- ZONED (PUD)
REGIONAL PARK
BOARD OF COUNTY COMMISSIONERS OF THE EL PASO COUNTY
200 S CASCADE AVE STE 15
COLORADO SPRINGS, CO 80906-2202
- ZONED (PUD)
VACANT
MERIDIAN RANCH INVESTMENT INC
PO BOX 80036
SAN DIEGO, CA 92138-0036
- ZONED (RR-2.5)
RESIDENTIAL RURAL
PLAINVIEW PROPERTIES LLC
2409 STRICKLER RD
COLORADO SPRINGS, CO 80906-3321
- ZONED (PUD)
VACANT
4 WAY RANCH JOINT VENTURE LLC & C/O PETER MERTZ
PO BOX 50223
COLORADO SPRINGS, CO 80949-0223
- ZONED (PUD)
VACANT
4 WAY RANCH JOINT VENTURE LLC & C/O PETER MERTZ
PO BOX 50223
COLORADO SPRINGS, CO 80949-0223
- ZONED (A-35)
AGRICULTURAL
GARY VORHES
14450 E US HIGHWAY 24
PEYTON, CO 80831
- ZONED (A-35)
AGRICULTURAL
KEITH TENINTY & ROBIN NOURIE-TENINTY
9591 CURTIS RD
PEYTON, CO 80831
- ZONED (A-35)
AGRICULTURAL
LOUISE STALTERI & KRISTEN N NEVELN
15015 E US HIGHWAY 24
PEYTON, CO 80831-8417
- ZONED (A-35)
AGRICULTURAL
TODD & DEBRA VANDE BRAKE
15005 E US HIGHWAY 24
PEYTON, CO 80831-8417
- ZONED (A-35)
AGRICULTURAL
GARY & SHIRLEY VANDE BRAKE
15075 E US HIGHWAY 24
PEYTON, CO 80831-8417
- ZONED (A-35)
AGRICULTURAL
SCOTT REID & SUSAN CHARLES
1412 PIKES PEAK AVE
FORT COLLINS, CO 80524-4314
- ZONED (RR-5)
RESIDENTIAL RURAL
EDWARD & LUCILLE MARTIN
15615 E US HIGHWAY 24
PEYTON, CO 80831-8419
- ZONED (A-35)
AGRICULTURAL
FOUR WAY RANCH LLC & C/O WILLIAM LEE
2409 STRICKLER RD
COLORADO SPRINGS, CO 80906-3321
- ZONED (A-35)
AGRICULTURAL
FOUR WAY RANCH LLC & C/O WILLIAM LEE
2409 STRICKLER RD
COLORADO SPRINGS, CO 80906-3321
- ZONED (A-35)
AGRICULTURAL
FOUR WAY RANCH LLC & C/O WILLIAM LEE
2409 STRICKLER RD
COLORADO SPRINGS, CO 80906-3321



HR GREEN Xref: 01-DVD-DSGN; xref: 1-ARCH DHD1; 01-VICINITY MAP; 01-AL-CONCEPT; 01-DVD-SURF



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NO.	DATE	BY	REVISION DESCRIPTION

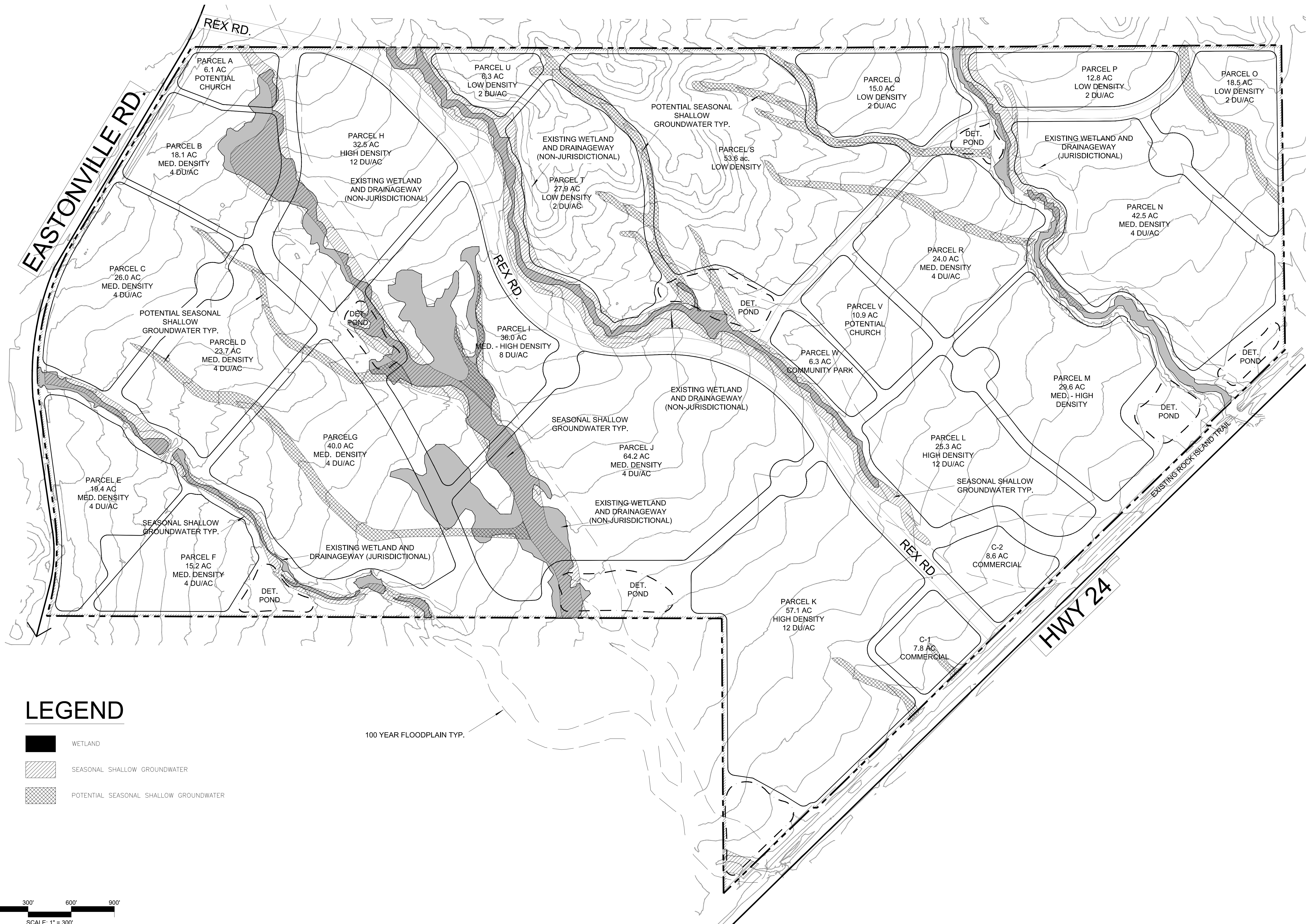


GRANDVIEW RESERVE
 4 SITE INVESTMENT, LLC
 FALCON, COLORADO

GRANDVIEW RESERVE SKETCH PLAN
 ADJACENT PROPERTY OWNERS MAP

SHEET
 SP1.3
 3

SKP-20-001



LEGEND

- WETLAND
- SEASONAL SHALLOW GROUNDWATER
- POTENTIAL SEASONAL SHALLOW GROUNDWATER

100 YEAR FLOODPLAIN TYP.



HR GREEN Xrefs: xref-1-ARCH.DWG; 01-AL-CONCEPT; 01-DV-SURF

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NO.	DATE	BY	REVISION DESCRIPTION



GRANDVIEW RESERVE
4 SITE INVESTMENT, LLC
FALCON, COLORADO

GRANDVIEW RESERVE SKETCH PLAN
PHYSICAL FEATURES MAP

SHEET
SP1.4
4



EXHIBIT J: GRANDVIEW RESERVE DISTRICT SERVICE PLAN

BOCC

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Rec \$0.00 Pages

El Paso County, CO

221182388

RESOLUTION NO. 21- 365

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO APPROVE THE SERVICE PLAN FOR GRANDVIEW
RESERVE METROPOLITAN DISTRICT NOS. 1-4 (ID-21-001)**

WHEREAS, 4 Site Investments, LLC, Linda Johnson-Conne, Trace Lee, Debbie Elliot and Peter Martz, did file an application with the Planning and Community Development Department of El Paso County, pursuant to Section 32-1-204 (2), C.R.S., for the review of a draft service plan for Grandview Reserve Metropolitan District Nos. 1-4; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on September 2, 2021, upon which date the Planning Commission did by formal resolution recommend approval of the subject Service Plan with conditions and a notation(s); and

WHEREAS, on September 14, 2021, the Board ordered a public hearing to be held on the Service Plan; and

WHEREAS, notice of the hearing before the Board was duly published in *The El Paso County Advertiser and News* on September 8, 2021 as required by law; and

WHEREAS, notice of the hearing before the Board was duly mailed by first class mail, to interested persons, defined as: The owners of record of all property within the proposed Title 32 district as such owners of record are listed in the proposed service plan; and the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three (3) miles of the proposed district's boundaries; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Board held a public hearing on the Service Plan for the District on September 28, 2021; and

WHEREAS, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, study of the proposed service plan for Grandview Reserve Metropolitan District Nos. 1-4, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, and comments from all interested persons, and comments by the El

Paso County Planning Commission during the hearing, this Board finds as follows:

1. That the application for the draft service plan for the Special District was properly submitted for consideration by the Planning Commission and Board of County Commissioners.
2. That proper publication and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
3. That the hearings before the Planning Commission and the Board of County Commissioners of El Paso County were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested persons were heard at those hearings.
4. That all exhibits were received into evidence.
5. There is sufficient existing and projected need for organized service in the area to be served by the proposed Special District.
6. Existing service in the area to be served by the proposed Special District is inadequate for present and projected needs.
7. The proposed Special District is capable of providing economical and sufficient service to the area within the proposed boundaries.
8. The area to be included in the proposed Special District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
9. Adequate service is not or will not be available to the area through the County, other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
10. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each county within which the proposed Special District is to be located and each municipality which is an interested party.
11. The proposal is in substantial compliance with a Master Plan adopted pursuant to C.R.S. §30-28-106.

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

13. The creation of the proposed Special District will be in the best interests of the area proposed to be served.

NOW, THEREFORE, BE IT RESOLVED the El Paso County Board of County Commissioners, Colorado, hereby determines that the requirements of Sections 32-1-207, C.R.S., relating to the modification of a service plan for the Cloverleaf Metropolitan District have been fulfilled in a timely manner;

BE IT FURTHER RESOLVED the Board hereby approves the Service Plan submitted for the Cloverleaf Metropolitan District, for property more particularly described in Exhibit A, which is attached hereto and incorporated by reference;

AND BE IT FURTHER RESOLVED that the following Conditions shall be placed upon this approval:

CONDITIONS OF APPROVAL

1. As stated in the proposed service plan, the maximum combined residential mill levy shall not exceed 65 mills for any residential property within the Grandview Reserve Metropolitan District Nos. 1-4, with no more than 50 mills devoted to residential debt service, no more than 10 mills devoted to operations and maintenance, no more than 5 mills devoted to a special purpose unless the Districts receive Board of County Commissioner approval to increase the maximum mill levy.
2. As stated in the proposed service plan, the maximum combined commercial mill levy shall not exceed 45 mills for any commercial property within the Grandview Reserve Metropolitan District Nos. 1-4, with no more than 35 mills devoted to commercial debt service, no more than 10 mills devoted to operations and maintenance unless the Districts receive Board of County Commissioner approval to increase the maximum mill levy.
3. As stated in the attached service plan, the maximum authorized debt for the Grandview Reserve Metropolitan District Nos. 1-4 shall be limited to \$295 million until and unless the Districts receive Board of County Commissioner approval to increase the maximum authorized debt.

4. **Approval of the service plan for the Grandview Reserve Metropolitan District Nos. 1-4 includes the ability of the Districts to use eminent domain powers for the acquisition of property to be owned, controlled, or maintained by the Districts or another public or non-profit entity and is for the material use or benefit of the general public. The Districts may not use the power of eminent domain without prior approval by the Board of County Commissioners at a publicly noticed hearing after a showing that the use of eminent domain is necessary in order for the Districts to continue to provide service(s) within the Districts' boundaries and that there are no other alternatives that would not result in the need for the use of eminent domain powers.**
5. **The Grandview Reserve Metropolitan District Nos. 1-4 shall provide a disclosure form to future purchasers of property in a manner consistent with the approved Special District Annual Report form. The developer(s) shall provide written notation on each subsequent final plat associated with the development of the annually filed public notice. County staff is authorized to administratively approve updates to the disclosure form to reflect current contact information and calculations.**
6. **The Grandview Reserve Metropolitan District Nos. 1-4 is expressly prohibited from creating separate sub-districts except upon prior notice to the Board of County Commissioners, and subject to the Board of County Commissioners right to declare such creation to be a material modification of the service plan, pursuant to C.R.S. § 32-1-1101(1)(f)(I).**
7. **As stated in the attached service plan, the Grandview Reserve Metropolitan District Nos. 1-4 shall not have the authority to apply for or utilize any Conservation Trust ("Lottery") funds without the express prior consent of the Board of County Commissioners. The Districts shall have the authority to apply for and receive any other grant funds, including, but not limited to, Great Outdoors Colorado (GOCO) discretionary grants.**
8. **Approval of this application shall not constitute relinquishment or undermining of the County's authority to require the developer to complete subdivision improvements as required by the Land**

Development Code and Engineering Criteria Manual and to require subdivision improvement agreements or development agreements and collateral of the developer to guarantee the construction of improvements.

9. Any future proposed development of the subject parcels will require approval of a map amendment (rezone), preliminary plan, and final plat(s), and such final plat(s) must be recorded prior to undertaking land disturbing activities, excluding pre-subdivision site grading without installation of wet utilities as a separate, stand-alone request.
10. The Grandview Reserve Metropolitan District Nos. 1-4 shall not be authorized to issue debt until and unless the underlying map amendment (rezoning) for the proposed Grandview Reserve development is approved by the Board of County Commissioners.
11. A material change to the land use assumptions identified in the service plan, and associated attachments, or any future material modification to the service plan shall require an amendment(s) to the service plan.
12. The Grandview Reserve Metropolitan District Nos. 1-4 shall not adopt or enact an ordinance, resolution, rule or other regulation that prohibits or restricts an authorized permittee from carrying a concealed handgun in a building or specific area under the direct control or management of the District as provided in C.R.S. § 18-12-214.

NOTATIONS

1. Approval of this service plan shall in no way be construed to infer a requirement or obligation of the Board of County Commissioners to approve any future land use requests within the boundaries of the Districts.
2. Any expansions, extensions, or construction of new facilities by the Grandview Reserve Metropolitan District Nos. 1-4 will require prior review by the Planning and Community Development Department to determine if such actions are subject to the requirements of Appendix B of the Land Development Code, Guidelines and

Regulations for Areas and Activities of State Interest (a.k.a. "1041
Regulations).

AND BE IT FURTHER RESOLVED, the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

AND BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be filed in the records of the County and submitted to the petitioners for the purpose of filing in the District Court of El Paso County.

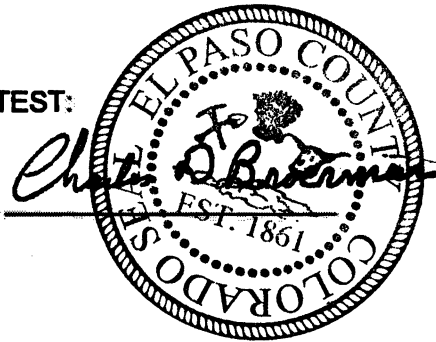
AND BE IT FURTHER RESOLVED that all resolutions or parts thereof, in conflict with the provisions hereof, are hereby repealed.

DONE THIS 28th day of September, 2021, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

ATTEST:

By:



By:

Chair

Stan T. Vandell

EXHIBIT A

GRANDVIEW RESERVE METROPOLITAN DISTRICT NO. 1

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 21, AND A PORTION OF THE NORTH HALF OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH,

RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N89°47'04"W ON THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1,253.14 FEET TO THE POINT OF BEGINNING; THENCE S43°11'44"W, A DISTANCE OF 155.45 FEET; THENCE S14°36'33"E, A DISTANCE OF 372.33 FEET; THENCE S46°29'19"W, A DISTANCE OF 590.52 FEET; THENCE S27°48'24"E, A DISTANCE OF 255.75 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N41°55'50"E, HAVING A DELTA OF 32°48'22", A RADIUS OF 330.82 FEET, A DISTANCE OF 189.42 FEET TO A POINT ON CURVE; THENCE S00°20'56"W, A DISTANCE OF 131.71 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE N89°47'08"W, ON SAID SOUTH LINE, A DISTANCE OF 2,342.61 FEET; THENCE N00°12'52"E, A DISTANCE OF 25.00 FEET; THENCE N89°47'08"W, A DISTANCE OF 679.35 FEET, THENCE N°44°47"W, A DISTANCE OF 42.37

FEET; THENCE N41°52'38"E, A DISTANCE OF 21.11 FEET; THENCE N41°03'22"E, A DISTANCE OF 139.03 FEET; THENCE S89°58'12"W, A DISTANCE OF 288.62 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF EXISTING EASTONVILLE ROAD (60.00 FOOT WIDE); THENCE ON SAID EASTERLY RIGHT-OF-WAY AS DEFINED BY CERTIFIED BOUNDARY SURVEY, AS RECORDED UNDER DEPOSIT NO. 201900096, THE FOLLOWING FIVE (5) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N79°27'48"W, HAVING A DELTA OF 18°12'30", A RADIUS OF 1,630.00 FEET; A DISTANCE OF 518.00 FEET TO A POINT OF TANGENT;
2. N07°40'18"W, A DISTANCE OF 777.34 FEET TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'10", A RADIUS OF 1,770.00 FEET, A DISTANCE OF 1,205.40 FEET TO A POINT OF TANGENT.
4. N31°20'52"E, A DISTANCE OF 1,517.37 FEET TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 2°07'03", A RADIUS OF 1,330.00 FEET, A DISTANCE OF 49.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21;

THENCE S89°50'58"E ON SAID NORTH LINE, A DISTANCE OF 1,164.47 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S24°25'09"W, HAVING A DELTA OF 21°22'37" A RADIUS OF 1,061.00 FEET, A DISTANCE OF 395.86 FEET TO A POINT OF TANGENT; THENCE S44°12'14"E, A DISTANCE OF 446.79 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 31°01'27", A RADIUS OF 1,261.00 FEET, A DISTANCE OF 682.80 FEET TO A POINT OF TANGENT; THENCE S13°10'46"E, A DISTANCE OF 235.68 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 62°58'51", A RADIUS OF 839.00 FEET, A DISTANCE OF 922.25 FEET TO A POINT ON CURVE; THENCE S14°30'21"W, A DISTANCE OF 374.20 FEET, THENCE S43°11'44"W, A DISTANCE OF 402.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 11,746,693 SQ. FEET OR 269.667 ACRES MORE OR LESS.

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 21, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, A PORTION OF THE WEST HALF OF SECTION 27 AND A PORTION OF THE NORTH NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH,

RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PLS 30087," AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PLS 30087", BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N00°52'26"W, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,645.09 FEET TO THE POINT OF BEGINNING, THENCE N89°41'03"E ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 22, A DISTANCE OF 400.43 FEET, THENCE S54°38'19"E, A DISTANCE OF 322.18 FEET, THENCE S15°28'17"E, A DISTANCE OF 239.41 FEET, THENCE S07°54'45"W, A DISTANCE OF 89.22 FEET; THENCE S48°50'01"E, A DISTANCE OF 156.62 FEET; THENCE N83°02'29"E, A DISTANCE OF 324.17 FEET; THENCE S71°00'05"E, A DISTANCE OF 309.15 FEET; THENCE S42°42'14"W, A DISTANCE OF 361.76 FEET, THENCE S49°48'45"E, A DISTANCE OF 1,122.17 FEET; THENCE S46°23'57"W, A DISTANCE OF 1,414.53 FEET; THENCE S25°17'59"E, A DISTANCE OF 103.66 FEET; THENCE S09°17'58"E, A DISTANCE OF 136.80 FEET; THENCE S42°25'16"E, A DISTANCE OF 685.79 FEET; THENCE S41°12'32"W, A DISTANCE OF 99.97 FEET; THENCE S00°00'00"E, A DISTANCE OF 282.37 FEET, THENCE S43°38'54"W, A DISTANCE OF 640.39 FEET; THENCE S51°46'34"E, A DISTANCE OF 548.80 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNTY IN THE WARRANTY DEED RECORDED IN BOOK 6548 AT PAGE 892, RECORDS OF EL PASO COUNTY, COLORADO, THENCE ON SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. S45°55'49"W, A DISTANCE OF 1,078.91 FEET;
2. S89°39'01"W, A DISTANCE OF 36.17 FEET;

3. S45°55'49W, A DISTANCE OF 855.35 FEET TO A POINT ON THE
EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 28;

THENCE N00°21'45"W, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 591.16 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE N00°21'38"W ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1319.24 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28, THENCE N89°47'08"W ON SAID SOUTH LINE, A DISTANCE OF 1.415.10 FEET; THENCE N00°20'56"E, A DISTANCE OF 131.71 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N09°07'27"E, HAVING A DELTA OF 32°48'22", A RADIUS OF 330.82 FEET, A DISTANCE OF 189.42 FEET TO A POINT ON CURVE; THENCE N27°48'24"W, A DISTANCE OF 255.75 FEET; THENCE N 46°29'19"E, A DISTANCE OF 590.52 FEET; THENCE N14°36'33"W, A DISTANCE OF 372.33 FEET; THENCE N43°11'44" E, A DISTANCE OF 557.57 FEET; THENCE N14°30'21"E, A DISTANCE OF 374.20 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N13°50'22"E, HAVING A DELTA OF 62°58'51", A RADIUS OF 839.00 FEET, A DISTANCE OF 922.25 FEET TO A POINT OF TANGENT; THENCE N13°10'46"W, A DISTANCE OF 235.68 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING DELTA OF 31°01'27", A RADIUS OF 1,261.00 FEET, A DISTANCE OF 682.80 FEET TO A POINT OF TANGENT; THENCE N44°12'14W, A DISTANCE OF 446.79 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 21°22'37", A RADIUS OF 1,061.00 FEET, A DISTANCE OF 395.86 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21; THENCE S89°50'58" ON SAID NORTH LINE, A DISTANCE OF 2,471.06 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 12,695,360 FEET, OR 291.445 ACRES MORE OR LESS.

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 22, AND A PORTION OF THE NORTH HALF OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH,

RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHEAST

CORNER BY A 3-1/4" ALUMINUM SURVEYORS
CAP STAMPED ACCORDINGLY PLS 30087, BEING
ASSUMED TO BEAR N00°52'26"W, A DISTANCE
OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N00°52'26"W ON THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 2,645.09 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N89°41'03"E ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 22, A DISTANCE OF 400.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°41'03"E ON SAID NORTH LINE, A DISTANCE OF 3,537.77 FEET, THENCE S00°41'58"E ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, A DISTANCE OF 2,117.66 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LIE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNTY IN THE WARRANTY DEED RECORDED IN BOOK 6548 AT PAGE 892, RECORDS OF EL PASO COUNTY, COLORADO, THENCE ON SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. S45°55'49"W, A DISTANCE OF 758.36 FEET;
2. N89°38'06"E, A DISTANCE OF 36.18 FEET;
3. S45°55'49W, A DISTANCE OF 1,275.69 FEET;

THENCE N71°34'44"W, A DISTANCE OF 280.24 FEET; THENCE N46°34'17" W, A DISTANCE OF 189.58 FEET; THENCE N54°29'04"W, A DISTANCE OF 186.95 FEET; THENCE S69°20'27"W, A DISTANCE OF 410.44 FEET; THENCE S41°12'32" W, A DISTANCE OF 54.02 FEET; THENCE N42°25'16"W, A DISTANCE OF 685.79 FEET; THENCE N09°17'58"W, A DISTANCE 136.80 FEET; THENCE N25°17'59"W, A DISTANCE OF 103.66 FEET; THENCE N46°23'57"E, A DISTANCE OF 1,414.53 FEET; THENCE N49°48'45"W, A DISTANCE OF 1,122.17 FEET; THENCE N42°42'14", A DISTANCE OF 361.76 FEET; THENCE N71°00'05W, A DISTANCE OF 309.15 FEET; THENCE S83°02'29"W, A DISTANCE OF 324.17 FEET; THENCE N48°50'01"W, A DISTANCE OF 156.62 FEET; THENCE N07°54'45"E, A DISTANCE OF 89.22 FEET; THENCE N15°28'17"W, A DISTANCE OF 239.41 FEET; THENCE N54°38'19"W, A DISTANCE OF 322.18 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 8,073,011 SQ. FEET, OR 185.331 ACRES MORE OR LESS

A TRACT OF LAND BEING A PORTION OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH,

RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY PLS 30087, BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N89°38'06"E, ON THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 3,378.84 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNTY IN THE WARRANTY DEED RECORDED IN BOOK 6548 AT PAGE 892, REORDS OF EL PASO COUNTY, COLORADO; THENCE ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. N89°38'06"E, A DISTANCE OF 36.18 FEET;
2. S45°55'49W, A DISTANCE OF 1,275.69 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S45°55'49"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE; A DISTANCE OF 1,464.32 FEET; THENCE N51°46'34"W, A DISTANCE OF 548.80 FEET; THENCE N43°38'54"E, A DISTANCE OF 640.39 FEET; THENCE N00°00'00"E, A DISTANCE OF 282.37 FEET; THENCE N41°12'32"E, A DISTANCE OF 153.99 FEET; THENCE N69°20'27"E, A DISTANCE OF 410.44 FEET; THENCE S54°29'04E, A DISTANCE OF 186.95 FEET; THENCE S46°34'17"E, A DISTANCE OF 189.58 FEET; THENCE S71°34'44" E, A DISTANCE OF 280.24 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 889,127 SQ. FEET OR 20.412 ACRES MORE OR LESS.

**GRANDVIEW RESERVE
METROPOLITAN DISTRICT NOS. 1 - 4**

EL PASO COUNTY, COLORADO

Date: July 20, 2021

SERVICE PLAN
FOR
GRANDVIEW RESERVE
METROPOLITAN DISTRICT NOS. 1 - 4

Prepared by:

SPENCER FANE LLP
Attention: Russell W. Dykstra
1700 Lincoln Street, Suite 2000
Denver, CO 80203-4554
Phone: 303-839-3845
E-mail: rdykstra@spencerfane.com

DRAFT: July 20, 2021

Applicant

Developer:

4 Site Investments, LLC
Attention: Paul Howard, Manager
1271 Kelly Johnson Boulevard, Suite 100
Colorado Springs, CO 80920

Proposed Initial Directors:

Kim Herman
Paul Howard
Samuel Howard

—
—

Consultants:

- Engineers – JDS-Hydro Consultants, Inc. and HR Green, Inc.
- Underwriter – D.A. Davidson- Brooke Hutchens

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EXHIBITS

- A. Maps and Legal Descriptions**
 - 1. Vicinity Map**
 - 2. Boundary Exhibit**
 - 3. 5-Mile Radius Map**
 - 4. Legal Descriptions**

- B. Development Summary and Maps Depicting Public Improvements**

- C. Infrastructure Capital Costs**

- D. Financial Plan Summary**

- E. Annual Report and Disclosure Form**

I. EXECUTIVE SUMMARY

The following is a summary of general information regarding the proposed Districts provided for the convenience of the reviewers of this Service Plan. Please note that the following information is subject in all respects to the more complete descriptions contained elsewhere in this Service Plan.

Proposed Districts:	Grandview Reserve Metropolitan District Nos. 1 - 4
Property Owner:	4 Site Investments, LLC (Schedule Numbers 4200000396 and 4200000328)
Developer:	4 Site Investments, LLC
Description of Development:	The boundaries of the proposed Districts consist of approximately 767 acres of land located northwest of Highway 24, east of Eastonville Road, south of Latigo Boulevard, and north of Stapleton Road in El Paso County. Approximately 581 acres within the proposed Districts' boundaries are anticipated to consist of approximately 555 single family homes with an average value of \$385,000, approximately 749 single family homes with an average value of \$375,000, approximately 846 single family homes with an average value of \$340,000, approximately 1,110 single family attached homes with an average value of \$295,000, approximately 17 acres are anticipated to consist of commercial development, and approximately 146 acres are anticipated to be utilized for open space, a church site, and a school site (see Pages 4 and 5 of the financial plan provided as part of Exhibit D). The number of anticipated homes and the amount of commercial square footage remain estimates and may be altered depending on the final outcome of the development approval process. At this stage, it is anticipated that all developed residential lots will be subject to the same mill levies based upon the overall services to be provided to the development as a whole and all developed commercial properties will be subject to the same mill levies based upon the overall services to be provided to the development.
Proposed Improvements to be Financed:	Proposed completion of an estimated \$285,000,000 of on and off-site public improvements including, but not limited to, on and off-site streets, roadway, water and sanitary sewer, stormwater and drainage, landscaping, and park and recreation improvements. The foregoing cost estimates are preliminary in nature and the ultimate costs may increase or decrease depending on numerous factors, many of which are out of the Developer's control. In particular, these initial cost estimates

only include the public improvement portion of costs and the total project improvement costs (including items such as dry utilities, etc.) will be significantly higher and will materially increase the overall development costs.

Proposed Ongoing Services:

The Developer and the proposed Districts intend to work with existing overlapping service providers to obtain the necessary consents and/or approvals for the provision of necessary services to the Districts including, but not limited to, water, streets, drainage, and parks and recreation. Because the overall development remains in its infancy, the specific services and potential overlapping service providers have yet to be determined. Based on current information, it is anticipated that the Districts will ultimately utilize other service providers to provide wastewater and fire protection services once the necessary improvements are constructed. More information can be provided once determined and known. Additionally, the proposed Districts shall have the power and authority to provide other services as authorized under the Special District Act including, but not limited to, mosquito control, television relay and translation, covenant enforcement and design review, and security services.

Infrastructure

Capital Costs:

Approximately \$285,000,000

Maximum Debt Authorization:

\$295,000,000 (combined for all Districts)

Proposed Maximum Debt Mill Levy:

50 Mills – for each residential district
35 Mills – for each commercial district

Proposed Maximum O & M Mill Levy:

10 Mills for each district

Proposed Special Purpose Mill Levy:

5 mills for covenant enforcement and design review – for each residential district

Proposed Maximum Mill Levies:

Residential districts: 65 Mills inclusive of debt (50 mills for residential districts), operations and maintenance (10 mills), and covenant enforcement and design review (5 mills) for each District.
Commercial districts: 45 inclusive of debt (35 mills for commercial districts) and operations and maintenance (10 mills) for each District

Proposed Fees:

None anticipated at this time.

II. DEFINITIONS

The following terms are specifically defined for use in this Service Plan. For specific definitions of terms not listed below please also refer to the El Paso County Special District Policies, the El Paso County Land Development Code and Colorado Revised Statutes, as may be applicable.

Additional Inclusion Areas: means the property described in Section J of Article III.

Annual Report and Disclosure Statement: means the statement of the same name required to be filed annually with the Board of County Commissioners pursuant to Resolution 06-472 as may be amended.

Board(s): means the board of directors of any District, or in the plural, the boards of directors of all the Districts.

Board of County Commissioners: means the Board of County Commissioners of El Paso County.

Commercial District: means District No. 4, containing property classified for assessment as nonresidential.

Control District: means District No. 1, which is intended to include property owned by the organizers of the Districts, and whose Board of Directors is intended to be occupied by representatives of the organizers of the Districts, in order to direct the activities of the Districts to achieve an overall development plan for Public Improvements. References to "District No. 1" shall be deemed to refer to the Control District.

County: means El Paso County, Colorado

Debt: means bonds or other obligations for the payment of which the Districts have promised to impose an *ad valorem* property tax mill levy without such promise being subject to annual appropriation.

Developer Funding Agreement: An agreement of any kind executed between a special district and a Developer as this term is specifically defined below, including but not limited to advance funding agreements, reimbursement agreements or loans to the special district from a Developer, where such an agreement creates an obligation of any kind which may require the special district to re-pay the Developer. The term "Developer" means any person or entity (including but not limited to corporations, venture partners, proprietorships, estates and trusts) that owns or has a contract to purchase undeveloped taxable real property greater than or equal to ten percent (10%) of all real property located within the boundaries of the special district. The term "Developer Funding Agreement" shall not extend to any such obligation listed above if such obligation has been converted to Debt issued by the special district to evidence the obligation to repay such Developer Funding Agreement, including the purchase of such Debt by a Developer.

District No. 1: means the Grandview Reserve Metropolitan District No. 1 (also known as the Control District) as described in this Service Plan.

District No. 2: means the Grandview Reserve Metropolitan District No. 2.

District No. 3: means the Grandview Reserve Metropolitan District No. 3.

District No. 4: means the Grandview Reserve Metropolitan District No. 4.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District for which External Advisor Services are being rendered; and (iv) has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financing Districts: means District Nos. 2 - 4, which are expected to include residential and/or commercial development that will produce the required revenue to fund the Public Improvements and any operations and maintenance costs.

Initial District Boundaries: means the initial boundaries of the Districts as described in Exhibit A and as legally described in the legal description found at Exhibit A.

Legislative Adjustment: means if, on or after January 1, 2021, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, the Maximum Debt Service Mill Levy, Maximum Operational Mill Levy, or the Maximum Special Purpose Mill Levy limitation may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2021, are neither diminished nor enhanced as a result of such changes.

Local Public Improvements: means facilities and other improvements which are or will be dedicated to the County or another governmental or quasi-governmental entity for substantially public use, but which do not qualify under the definition of Regional Public Improvements. Examples would include local streets and appurtenant facilities, water and sewer lines which serve individual properties and drainage facilities that do not qualify as reimbursable under adopted drainage basin planning studies.

Material Modification: has the meaning described in Section 32-1-207, C.R.S., as it may be amended from time to time, which, among other things, outlines what constitutes a material modification and the procedure for making a modification to a service plan.

Maximum Combined Mill Levy: The maximum combined ad valorem mill levy the applicable District may certify against any property within said District for any purposes.

Maximum Debt Authorization: means the maximum principal amount of Debt that the Districts combined may have outstanding at any time, which under this Service Plan is \$295,000,000.

Maximum Debt Service Mill Levy: The maximum ad valorem mill levy the applicable District may certify against any property within said District for the purpose of servicing any Debt incurred by or on behalf of said District.

Maximum Operational Mill Levy: The maximum ad valorem mill levy the applicable District may certify against any property within said District for the purposes providing revenues for ongoing operation, maintenance, administration or any other allowable services and activities other than the servicing of Debt. This Maximum Operational Mill Levy is exclusive of any Maximum Special Mill Levy which might be separately authorized.

Maximum Special Purpose Mill Levy: means the maximum ad valorem mill levy which is allowed in addition to the allowable Maximum Debt Service Mill Levy and Maximum Operation Mill Levy to be used for covenant enforcement and design review (if provided by the District) by the Residential Districts.

Planning and Community Development Department: The department of the County formally charged with administering the development regulations of the County.

Public Improvements: Those improvements constituting Regional Public Improvements and Local Public Improvements collectively including, but not limited to, on and off-site improvements such as on and off-site streets, roadway, bridges, water and sanitary sewer, stormwater and drainage, landscaping, and park and recreation improvements.

Regional Public Improvements: Facilities and other improvements which are or will be dedicated to the County, State, or another governmental or quasi-governmental entity for substantially public use, and which serve the needs of the region.

Residential Districts: District Nos. 1-3, inclusive, containing property classified for assessment as residential.

Revenue Obligations: means bonds or other obligations not subject to annual appropriation that are payable from a pledge of revenues other than *ad valorem* property taxes.

Service Plan: means this Service Plan for the Districts.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Underlying Land Use Approvals: means Board of County Commissioners approval of the applicable land use plans that form the basis for the need for the Districts and its proposed financing plan and/or services. Such approvals may be in the form of one or a combination of Sketch Plans, Generalized Planned Unit Development (PUD) Development Plans, site-specific PUD plans, or subdivision plans.

III. INTRODUCTION

A. Overall Purpose and Intent.

The Districts will be created pursuant to the Special District Act, and are being created with a Control District/Financing District structure under El Paso County policies. The Districts are independent units of local government, separate and distinct from the County, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the County only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the Districts, in their discretion, will provide a part or all of various Public Improvements, as defined herein, necessary and appropriate for the development of a project within the unincorporated County to be known as "Grandview Reserve" (the "Project"). The Public Improvements will be constructed for the use and benefit of all anticipated inhabitants, property owners and taxpayers of the Districts. Offsite Public Improvements will also benefit regional users. The primary purpose of the Districts will be to finance the construction of these Public Improvements. Additional major purposes may include covenant enforcement, design review, and park and recreation purposes.

District No. 1 is proposed to be the Control District, and is expected to coordinate the financing and construction of all Public Improvements. District Nos. 2 - 4 are proposed to be the Financing Districts, and are expected to include residential and/or commercial development that (in coordination with District No. 1) will produce the required revenue to fund the Public Improvements and any operations and maintenance costs.

B. Need For The Districts.

There is a need for creation of the Districts. A multiple district structure has been chosen to account for the project to be developed in multiple phases. The phasing of development will allow for more efficient financing for the overall project. As further explanation, the Districts will serve a large project with significant infrastructure and phasing will require multiple districts to accommodate any delay in development and for a coordinated approach to infrastructure financing. The multiple district structure also allows bonding to be done in the most efficient manner by segregating the bonds to completed portions of the development instead of being forced to issue bonds early in the project.

There are currently no other governmental entities, including the County, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of

the Public Improvements needed for the Project. It is acknowledged that the Districts are located in the vicinity of 4-Way Ranch Metropolitan District No. 2 ("4-Way Ranch") and Woodmen Hills Metropolitan District ("Woodmen Hills"). It is not feasible, however, for the property to be included into either 4-Way Ranch or Woodmen Hills and receive the support it needs for development. First, Woodmen Hills is unable to finance and provide necessary water and sanitation system infrastructure internal to the development. Second, the Board of Directors of 4-Way Ranch determined that it is unable to provide or finance the necessary infrastructure for the development and therefore approved the exclusion of the property within the Project. Moreover, the Board of Directors of 4-Way Ranch have submitted a letter to the Board of County Commissioners expressing its support of the formation of the Districts and further explaining the inability of 4-Way Ranch to provide the service, improvements, and funding required for the Grandview Reserve development. Based on the foregoing, formation of the Districts is necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. County Objectives In Forming The Districts.

The County recognizes the Districts as independent quasi-municipal entities which are duly authorized for the purposes and functions identified in the Service Plan. Future County involvement in the affairs of the Districts will generally be limited to functions as required by the Colorado Revised Statutes, reporting and disclosure functions, determinations as to compliance with the limits as set forth in this Service Plan or any conditions attached to its approval, as well as additional activities or relationships as may be stipulated in any intergovernmental agreements which may be entered into between the Districts and the County in the future.

In approving this Service Plan, the objectives of the County include an intent to allow the applicant reasonable access to public tax-exempt financing for reasonable costs associated with the generally identified Public Improvements and to allow the applicant the ability to prudently obligate future property owners for a reasonable share of the repayment costs of the Public Improvements which will benefit the properties within the Districts.

It is the additional objective of the County to allow for the Districts to provide for the identified ongoing services which either cannot or will not be provided by the County and/or other districts.

D. Multiple District Structure.

1. Multiple District Structure. This Service Plan sets forth the general parameters for the working relationship between District No. 1 (as the Control District) and the Financing Districts. This structure is intended to provide for the fair and equitable allocation of the costs of the Public Improvements and related services within the various development areas of the Project. In addition, the multiple district structure will support the phased development of the Project, as well as the designation of the residential and commercial development among the Districts.

District No. 1 is expected to be responsible for managing the construction, acquisition, installation and operation of the Public Improvements. The Financing Districts (District Nos. 2 through 4) are expected to be responsible for providing the funding and tax base needed to support

the plan for financing the Public Improvements and for operation, maintenance and administrative costs. It is anticipated that the District Nos. 2 & 3 (Residential Districts) will consist primarily of residential units and the commercial uses will be located in District No. 4 (Commercial District). The allocation of responsibility for all such functions among the Districts may occur in any combination based upon the best interests of the property owners and residents within the Project.

Each District will be authorized to provide improvements and services, including but not limited to acquisition of completed improvements, to the property within and without their respective legal boundaries, as they may be amended from time to time. Debt may be issued by either District No. 1 and/or the Financing Districts as appropriate to deliver the improvements and services to the property within the Project.

Due to the interrelationship between the Districts, various agreements are expected to be executed by one or more of the Districts clarifying the respective responsibilities and the nature of the functions and services to be provided by each District. The agreements will be designed to help assure the orderly development of essential services and facilities resulting in a community that is an aesthetic and economic asset to the County.

2. **Benefits of Multiple District Structure.** The use of a multiple district structure as described in this Service Plan serves the best interests of the County, the applicant and the future taxpayers within the Districts. The benefits of using the multiple district structure include: (a) coordinated administration of construction and operation of public improvements and delivery of those improvements in a timely manner; and (b) assurance that improvements required by the County are constructed in a timely and cost effective manner.

a. **Coordinated Services.** As presently planned, development of the Project will proceed in phases, which will require the extension of public services and facilities. The multiple district structure will assure that the construction and operation of each phase of Public Improvements, including Public Improvements such as parks, channels, and drainage, will be administered consistent with a long-term construction and operations program. Use of District No. 1 to direct financing, construction, acquisition and installation of improvements and for management of operation and maintenance needs will facilitate a well-planned financing effort through all phases of construction, which will assist in the coordinated extension of services.

b. **Debt Allocation.** Allocation of the responsibility for paying debt for capital improvements will be managed through development of a unified financing plan for these improvements and through development of an integrated operating plan for long-term operations and maintenance for those improvements that are not dedicated to and accepted by the County or other governmental entity, but retained by the Districts as appropriate. Use of District No. 1 to manage these functions will help assure that no area within the Project becomes obligated for more than its share of the costs of capital improvements and operations. Neither high nor low-density areas will bear a disproportionate burden of debt and operating costs. Additionally, equity is also promoted due to the fact that there must be a rational relationship between the land that is subject to a District's mill levy and the improvements or services being funded.

3. **Transition to Single District Structure.** Once the Districts have achieved full

development, including completion of (i) the necessary on and off-site public improvements; (ii) the contemplated residential and commercial development components; and (iii) repayment of all outstanding debt, the Districts may thereafter take the appropriate steps to transition to a single district structure.

E. Specific Purposes - Facilities and Services.

Each of the Districts are authorized to provide the following facilities and services and those further described in the Special District Act, both within and without the boundaries of the Districts as may be necessary:

1. **Water.** The Districts shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for potable water and irrigation water facilities and systems, including, but not limited to, water rights, water supply, treatment, storage, transmission, and distribution systems for domestic, irrigation, fire control, and other public purposes, together with all necessary and proper reservoirs, treatment facilities, wells, equipment, and appurtenances incident thereto, which may include, but shall not be limited to, transmission lines, pipes, distribution mains and laterals, storage facilities, and ditches, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. The Districts shall have the power and authority to contract with other private or governmental entities to provide any or all of the services the Districts are authorized or empowered to provide. To the extent necessary, the Districts shall dedicate any necessary improvements to one or more governmental entities that provide service ("Provider Jurisdiction") in accordance with the Provider Jurisdiction rules and regulations.

It is anticipated that District No. 1 will provide water services to the property within the Districts' boundaries. The initial planning of the land plan for the property within the Districts' boundaries references the County's Master Plan goals and implementation strategies to incorporate efficiency and conservation. The sketch plan submitted to the County increases density and maximizes open space surrounding the natural tributary areas, thus decreasing irrigation consumption and discouraging individual wells. The landform grading is focused on limiting excavation within shallow ground water levels to deter ground water surfacing and associated groundwater re-introductions. Swales will be utilized within the individual planning areas to promote groundwater recharge. Future local wells, mostly in the Arapahoe and Laramie Fox-Hills formations, will provide water for the property located within the District. It is anticipated that off-site wells will likely be needed (from neighboring lands owned by the Developer) for full build-out. In addition, potential future interconnections may be made with neighboring districts and service providers. Finally, the Districts will implement strategies to reduce water usage, including tiered water rates, multiple stages of water restrictions, and end-user sustainability practices.

2. **Sanitation.** The Districts shall have the power and authority to finance, design, construct, acquire, install, maintain, assess tap or other facility fees, and provide for sanitary sewers and to transport wastewater to an appropriate wastewater treatment facility, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. To the extent necessary, the Districts shall dedicate any necessary improvements to one or more governmental entities that provide service ("Provider Jurisdiction") in accordance with the Provider Jurisdiction rules and regulations. It is anticipated that that the Districts will construct or

cause to be constructed the sanitary sewer infrastructure needed for the Project and will dedicate such infrastructure to Cherokee Metropolitan District for operation and maintenance. The Districts may enter into an intergovernmental agreement with Cherokee Metropolitan District to govern this relationship. In the unlikely event the Districts are not able to reach an agreement with Cherokee Metropolitan District, the Districts may renew discussions with Woodmen Hills Metropolitan District for sewer treatment services.

3. **Street Improvements, Transportation and Safety Protection.** The Districts shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for arterial and collector streets and roadway improvements including, but not limited to, bridges, curbs, gutters, culverts, storm sewers and drainage facilities, retaining walls and appurtenances, sidewalks, paving, lighting, grading, landscaping, streetscaping, placement of underground utilities, snow removal, tunnels, and other street improvements, and architectural enhancements to any or all of the above, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. It is anticipated that most of the foregoing street improvements, except underground utilities, will be dedicated by the Districts to the County upon completion and, following acceptance by the County, the County will own, operation and maintain such street improvements.

4. **Drainage.** The Districts shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for flood and surface drainage improvements, including, but not limited to, culverts, dams, retaining walls, access way inlets, detention and retention ponds, paving, roadside swales, curbs and gutters, disposal works and facilities, water quality facilities, and all necessary and proper equipment, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. To the extent necessary, the Districts shall dedicate any necessary improvements to one or more governmental entities that provide service ("Provider Jurisdiction") in accordance with the Provider Jurisdiction rules and regulations. It is anticipated that the Districts will maintain drainageways, detention and water quality facilities, unless and until the County develops a stormwater maintenance district, division, or other entity.

5. **Parks and Recreation.** The Districts shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for public park and public recreation centers and other recreation facilities, services, or programs including, but not limited to, grading, soil preparation, landscaping, sprinkler systems, fencing, pavilions, playgrounds, playing fields, open space, bike trails, pedestrian trails, pedestrian bridges, picnic areas, common area landscaping, streetscaping, storage buildings and facilities, weed control, paving, decorative paving, outdoor functional and decorative lighting, community events, and other services, programs and facilities, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. To the extent necessary, the Districts shall dedicate any necessary improvements to one or more governmental entities that provide service ("Provider Jurisdiction") in accordance with the Provider Jurisdiction rules and regulations. It is anticipated that the Districts will own, operate, and maintain the park and recreation improvements and facilities.

The Districts shall not have the authority to apply for or utilize any Conservation Trust ("Lottery") funds without the express prior consent of the Board of County

Commissioners. The Districts shall have the authority to apply for and receive any other grant funds, including, but not limited to, Great Outdoors Colorado (GOCO) discretionary grants. Such approval, although required, is not considered to be a material modification which would require the need to revise this Service Plan.

6. **Mosquito Control.** The Districts shall have the power and authority to finance, design, construct, acquire, install, operate, maintain, and provide for systems and methods for the eradication and control of mosquitoes, including but not limited to elimination or treatment of breeding grounds and purchase, lease, contracting or other use of equipment or supplies for mosquito control.

7. **Fire Protection.** The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the applicable Fire District. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. It is anticipated that the Districts will cooperate with the applicable Fire District in regard to placement and construction of a fire station.

8. **Television Relay and Translation.** The Districts shall have the power and authority to finance, design, construct, install, acquire, operate, and maintain television relay and translator facilities, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

9. **Covenant Enforcement and Design Review.** The Districts shall have the power and authority to provide covenant enforcement and design review services subject to the limitations set forth in C.R.S. § 32-1-1004(8), as it may be amended from time to time, which addresses covenant enforcement and design review services as additional powers of a metropolitan district under certain circumstances. If utilized, the covenant enforcement and design review powers will be coordinated through District No. 1 on behalf of all of the Districts pursuant to an Inter-District Intergovernmental Agreement to be executed by the Districts.

10. **Security Services.** The Districts shall have the power and authority to provide security services within the boundaries of the Districts, subject to the limitations set forth in C.R.S. § 32-1-1004(7), as it may be amended from time to time, which addresses security services as an additional power of a metropolitan district under certain circumstances. In no way is this power and authority intended to limit or supplant the responsibility and authority of local law enforcement (i.e., the El Paso County Sheriff's Department) within the boundaries of the Districts.

11. **Solid Waste Disposal.** The Districts have no plans to provide solid waste disposal services.

12. **General.** Because the overall development remains in its infancy, the specific services and potential overlapping service providers have yet to be determined. Based on current information, it is anticipated that the Districts will ultimately utilize other service providers to provide wastewater and fire protection services once the necessary improvements have been constructed.

More information can be provided once determined and known. Further, to the extent any of the above referenced facilities, improvements and services are dedicated and accepted by the County, the County shall own, operate and maintain such accepted facilities and related improvements. The Districts shall be authorized to own, operate and maintain any facilities, improvements and appurtenances not otherwise dedicated to and accepted by any Provider Jurisdiction, subject to any applicable County rules and regulations.

F. Other Powers.

1. Amendments. The Districts shall have the power to amend this Service Plan as needed, subject to appropriate statutory procedures as set forth in Section 32-1-207, C.R.S., as it may be amended from time to time, which, among other things, outlines what constitutes a material modification and the procedure for making a modification in a service plan.

2. Authority to Modify Implementation of Financing Plan and Public Infrastructure. Without amending this Service Plan, the Districts may defer, forego, reschedule or restructure the financing and construction of certain improvements and facilities, to better accommodate the pace of growth, resources availability, and potential inclusions of property within the Districts.

G. Other Statutory Powers.

The Districts may exercise such powers as are expressly or impliedly granted by Colorado law, if not otherwise limited by the Service Plan or its conditions of approval. The Districts shall not exercise the statutory authority granted in C.R.S. § 18-12-214 by enacting an ordinance, resolution, rule, or other regulation restricting or prohibiting the carrying of a concealed handgun in a building or specific area within its jurisdiction or under its direct control by a person holding a permit to do so.

H. Eminent Domain.

The Districts may exercise the power of eminent domain only as necessary to further the clear public purposes of the Districts. Currently, the Districts do not expect to use the power of eminent domain.

The power of eminent domain shall be limited to the acquisition of property that the applicable District intends to own, control or maintain by the applicable District or other governmental entity and is for the material use or benefit of the general public. The term “material use or benefit for the general public” shall not include the acquisition of property for the furtherance of an economic development plan, nor shall it include as a purpose an intent to convey such property or to make such property available to a private entity for economic development purposes. The phrase “furtherance of an economic development plan” does not include condemnation of property to facilitate public infrastructure that is necessary for the development of the Project.

I. Intergovernmental Agreements (IGAs).

The Districts are authorized to enter into IGAs to the extent permissible by law. As of the date of approval of this Service Plan, and as noted below, the Districts intend to enter into an intergovernmental agreement which shall govern the relationships by and among the Districts with respect to the financing, construction and operation of the Public Improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. As noted earlier, the multiple district structure fits within an intended multiple phase development plan. The phasing of development will allow for more efficient financing for the overall project.

J. Description Of Proposed Boundaries And Service Area.

1. **Initial District Boundaries.** A vicinity map showing the general location of the area that may be served by the Districts is included as part of Exhibit A. A map of the initially included properties is included as part of Exhibit A, with legal descriptions of each of the Districts' boundaries also found as part of Exhibit A.

2. **Additional Inclusion Areas/Boundary Adjustments.** The Districts shall be authorized to include territory in accordance with applicable provisions of the Special District Act. Further, in order to accommodate the needs of Project phasing and other contingencies, the boundaries of the Districts may be adjusted via the inclusion or exclusion within the combined area of the Initial District Boundaries in accordance with the applicable provisions of the Special District Act. Notwithstanding the foregoing, the Districts are prohibited from including additional property within the Districts' boundaries if the property is within the corporate limits of the City of Colorado Springs without express prior consent of the City of Colorado Springs.

3. **Extraterritorial Service Areas.** The Districts do not anticipate providing services to areas outside of the Initial District Boundaries and Additional Inclusion Areas.

4. **Analysis Of Alternatives.** It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an intergovernmental agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The multiple district structure will support the phased development of the Project, as well as the fact that although the Financing Districts will consist primarily of residential units, the limited commercial development will be located in one or more of the Financing Districts. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. As stated above, neither the County nor any other public entity, including 4-Way Ranch Metropolitan District and Woodmen Hills Metropolitan District, is available or willing to provide the Public Improvements required.

5. **Material Modifications/Service Plan Amendment.** Material modifications of this Service Plan shall, at a minimum, trigger the need for prior approval of the Board of County Commissioners at an advertised public hearing and may require a need for a complete re-submittal of

an amended Service Plan along with a hearing before the County's planning commission. For the purpose of this Service Plan the following changes shall be considered material modifications:

a. Any change in the basic services provided by the Districts, including the addition of any types of services not authorized by this Service Plan.

b. Any other matter which is now, or may in the future, be described as a material modification by the Special District Act.

c. Imposition of a mill levy in excess of any of the Maximum Mill Levies as authorized in this approved Service Plan.

d. Issuance of Debt in excess of the Maximum Debt Authorization authorized in this Service Plan.

e. Creation of any sub-districts as contemplated in the Special District Act.

f. Inclusion into any District of any property over five (5) miles from the combined area of the Initial District Boundaries.

g. Issuance of any Debt with a maturity period of greater than thirty (30) years from the date of issuance of such Debt.

IV. DEVELOPMENT ANALYSIS

A. Existing Developed Conditions.

At the present time there are no public improvements within the boundaries of the proposed Districts and there is no population.

B. Total Development At Project Buildout.

At complete Project build-out, development within the Districts is planned to consist of approximately 555 single family homes with an average value of \$385,000, approximately 749 single family homes with an average value of \$375,000, approximately 846 single family homes with an average value of \$340,000, approximately 1,110 single family attached homes with an average value of \$295,000, and approximately 20,000 square feet of commercial development (see Pages 4 and 5 of the financial plan information provided as part of Exhibit D). The total estimated population of the Districts upon completion of the residential development is 8,125 people (3,250 residential units x 2.5 persons per residential unit). The rate of absorption is a projection based on information from the Developer and is used for estimating the financial plan. There is no way to accurately predict absorption due to variables such as the economic factors, housing demand, land-use approval timing, building supply chains, and labor availability. In view of these factors, the bond underwriter projects the potential ability of the Districts to discharge the proposed debt per the statutory requirement. If absorption is delayed or accelerated, the bond issuance parameters will reflect those changes at the

time of issuance.

C. Development Phasing And Absorption.

Absorption of the project is projected to take approximately fourteen (14) years, estimated to begin in 2022 (year) and end in 2036 (year) and is further described in the Development Summary Table found at **Exhibit B**. Maps depicting the Public Improvements are attached as part of **Exhibit B**.

D. Status of Underlying Land Use Approvals.

Sketch Plan approval was obtained from the EPC BOCC and recorded on September 23, 2020. The land use conforms to the Falcon/Peyton Small Area Master Plan for "Urban Density." The County's Master Plan categorizes the future land use placetype as "Suburban Residential." This categorization provides a collection of land uses that include mainly single-family detached homes, but also includes single-family attached, multifamily, commercial retail, commercial service, parks and open space and institutional uses, all of which are anticipated within the Project.

V. INFRASTRUCTURE SUMMARY

Attached as **Exhibit C** is a summary of the estimated costs of Public Improvements which are anticipated to be required within these Districts. A general description of the categories of Public Improvements is included in Section III.D. of this Service Plan. The total costs of the Public Improvements is estimated to be approximately \$285,000,000 in year 2021 dollars. It should be noted, though, the foregoing costs estimates are preliminary in nature and the ultimate costs may increase or decrease depending on numerous factors, many of which are out of the Developer's control. In particular, these initial cost estimates only include the public improvement portion of costs and the total project improvement costs (including items such as dry utilities, etc.) will be significantly higher and will materially increase the overall costs. The financial model attached to **Exhibit D** estimates that the Districts will finance up to approximately \$94,605,000 (approximately 36% of the total costs of the Public Improvements), but the amount ultimately financed by the Districts will be subject to the Maximum Authorized Debt limit.

All Public Improvements will be designed and constructed in accordance with the standards of the governmental entity to which such Public Improvements will be dedicated (including, with respect to storm sewer and drainage facilities, the applicable NPDES standards), and otherwise in accordance with applicable El Paso County standards. The composition of specific Public Improvements will be determined in connection with applicable future land use and development approvals required by El Paso County rules and regulations.

VI. FINANCIAL PLAN SUMMARY.

A. Financial Plan Assumptions and Debt Capacity Model.

Attached at **Exhibit D** is a summary of development assumptions, projected assessed valuation, description of revenue sources (including applicable mill levies and fees) and expenses for

both operations and debt service, and an overall debt capacity model associated with projected future development of the Project. The model demonstrates that the Districts are capable of providing sufficient and economic service within the Project and that the Districts have or will have the financial ability to discharge the Districts' Debt on a reasonable basis. The financial model attached as **Exhibit D** is an example of the manner in which the Districts may finance the Public Improvements. The specific structure for financing the Public Improvements shall be determined in the discretion of the Boards of Directors of the Districts, subject to the limitations set forth in this Service Plan.

B. Maximum Authorized Debt.

The Districts are authorized to issue Debt up to \$295,000,000 in principal amount (total combined for all Districts). The debt issuance authorization is based upon the proposed completion of an estimated \$285,000,000 of on and off-site public improvements including, but not limited to, on and off-site streets, roadway, water and sanitary sewer, stormwater and drainage, and park and recreation improvements. The cost estimates are preliminary in nature and the ultimate costs may increase or decrease depending on numerous factors, many of which are out of Developer's control. In particular, the initial cost estimates only include the public improvement portion of costs and the total project improvement costs (including items such as dry utilities, etc.) which may well be significantly higher and will likely materially increase the overall development costs.

C. Maximum Mill Levies.

1. **Maximum Debt Service Mill Levy.** The Maximum Debt Service Mill Levy shall be fifty (50) mills, subject to Legislative Adjustment, for each residential district and shall be thirty five (35) mills, subject to Legislative Adjustment, for each commercial district. All Debt issued by the Districts must be issued in compliance with the requirements of State law including, but not limited to, Section 32-1-1101, C.R.S., as it may be amended from time to time, which outlines the various financial powers of a special district.

2. **Maximum Operational Mill Levy.** The Maximum Operational Mill Levy Cap for each District shall be ten (10) mills, subject to Legislative Adjustment.

3. **Maximum Special Purpose Mill Levy.** The Maximum Special Purpose Mill Levy for each residential district is five (5) mills, subject to Legislative Adjustment. It is anticipated that the entire revenues from the Operational Mill Levy will be needed to support District No. 1 operating and maintaining certain Public Improvements, including parks, open space, storm drainage, and water and sewer facilities. Covenant enforcement is a significant administrative and oversight function that requires substantial funding, which may require the use of an additional special purpose mill levy. An alternative is to utilize fees for this purpose, however, that decision will be made by the Boards after organization.

4. **Maximum Combined Mill Levy.** The Maximum Combined Mill Levy shall be sixty five (65) mills, subject to Legislative Adjustment, for each residential district and shall be forty-five (45) mills, subject to Legislative Adjustment, for each commercial district.

Increases to or removal of any of the Maximum Mill Levies shall be subject to Board of County Commissioner approval without the need for a formal Service Plan Amendment (unless the Board otherwise requires).

D. Maximum Maturity Period For Debt.

The period of maturity for issuance of any Debt (but not including Developer Funding Agreements) shall be limited to no more than thirty (30) years without express, prior approval of the Board of County Commissioners. Such approval, although required, is not considered to be a Material Modification of the Service Plan which would trigger the need to amend said Service Plan. However, the Districts are specifically authorized to refund or restructure existing Debt so long as the period of maturity for the refunding or restructured Debt is no greater than 30 years from the date of the issuance thereof. The Districts must be authorized to refund or restructure existing Debt within these confines because if bonds are issued in the early part of a project as proposed, the interest rate is generally higher due to the reliance on future projected development. As that development is completed, there is less risk to the bond holders and the initial bonds are refunded and replaced with lower interest rate "permanent" bonds in order to lower the tax impact on residents. This is a common structure for new development bonds.

E. Developer Funding Agreements.

The Developer intends to enter into Developer Funding Agreements with the Districts in addition to recovery of the eligible costs associated with creation of the Districts. It is anticipated that in the formative years the Districts will have shortfalls in funding their capital costs and monthly operations and maintenance expenses. The Developer may fund these obligations for the Districts to promote the Project's development subject to the Developer being repaid from future District revenues.

Developer Funding Agreements may allow for the earning of simple interest thereon, but under no circumstances shall any such agreement permit the compounding of interest. The Developer Funding Agreements may permit an interest rate that does not exceed the prime interest rate plus two points thereon.

The maximum term for repayment of a Developer Funding Agreement shall be twenty (20) years from the date the District entering into such agreement becomes obligated to repay the Developer Funding Agreement under the associated contractual obligation. For the purpose of this provision, Developer Funding Agreements are considered repaid once the obligations are fully paid in cash or when converted to bonded indebtedness of the applicable District (including privately placed bonds). Any extension of such term is considered a Material Modification and must be approved by the Board of County Commissioners.

Required disclosure notices shall clearly identify the potential for the Districts to enter into obligations associated with Developer Funding Agreements.

F. Privately Placed Debt Limitation.

Prior to the issuance of any privately placed Debt, the District proposing such issuance shall obtain the certification of an External Financial Advisor substantially as follows: We are [I am] an External Financial Advisor within the meaning of this Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S., as it may be amended from time to time, which defines "net effective interest rate" for purposes of the Special District Act) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

G. Revenue Obligations. The Districts shall also be permitted to issue Revenue Obligations in such amount as the Districts may determine. Amounts issued as Revenue Obligations are not subject to the Maximum Debt Authorization.

VII. OVERLAPPING TAXING ENTITIES, NEIGHBORING JURISDICTIONS

A. Overlapping Taxing Entities.

The directly overlapping taxing entities and their respective year 2020 mill levies are as follows:

El Paso County	.007755
El Paso County Road and Bridge	.000330
Peyton School District No. 23	.030469
Pikes Peak Library District	.003855
Falcon Fire Protection District	.014886
Upper Black Squirrel Creek Ground Water	.001056
El Paso County Conservation	.000000
Total Existing Mill Levy:	<u>.058351</u>

The total mill levy including the initially proposed District's mill levy is 0.123351 mills.

It is not anticipated that there will be any significant financial impacts to these entities.

B. Neighboring Jurisdictions.

The following additional taxing and/or service providing entities include territory within three (3) miles of the Initial District Boundaries (based upon information provided by the County Assessor's Office):

4-WAY RANCH METROPOLITAN DISTRICT NOS. 1 & 2
BENT GRASS METROPOLITAN DISTRICT
CENTRAL COLORADO CONSERVATION DISTRICT
EL PASO COUNTY
EL PASO COUNTY CONSERVATION DISTRICT
EL PASO COUNTY PUBLIC IMPROVEMENT DISTRICT NO. 2
EL PASO COUNTY SCHOOL DISTRICT NO. 49
FALCON FIRE PROTECTION DISTRICT
FALCON REGIONAL TRANSPORTATION METROPOLITAN DISTRICT
LATIGO CREEK METROPOLITAN DISTRICT
MERIDIAN RANCH METROPOLITAN DISTRICT
MERIDIAN RANCH METROPOLITAN DISTRICT 2018 SUBDISTRICT
MERIDIAN SERVICE METROPOLITAN DISTRICT
PAINT BRUSH HILLS METROPOLITAN DISTRICT
PAINT BRUSH HILLS METROPOLITAN DISTRICT SUBDISTRICT A
PEYTON FIRE PROTECTION DISTRICT
PEYTON SCHOOL DISTRICT NO. 23
PIKES PEAK LIBRARY DISTRICT
UPPER BLACK SQUIRREL CREEK GROUNDWATER MANAGEMENT DISTRICT
WOODMEN HILLS METROPOLITAN DISTRICT
WOODMEN ROAD METROPOLITAN DISTRICT

Anticipated relationships and impacts to these entities: As noted previously, the Developer and the Districts intend to work with any overlapping service providers to obtain the necessary consents and/or approvals for the provision of necessary services to the Districts including, but not limited to, wastewater and fire protection services.

VIII. DISSOLUTION

A. **Consolidation.** It is the intent of the Districts to consolidate or dissolve upon payment or defeasance of all Debt incurred, as well as when the Districts have been fully developed, all public improvements provided for in the Service Plan have been completed, or upon a court determination that adequate provision has been made for the payment of all Debt, and adequate provision for continuation or assignment and assumption of all operations and maintenance responsibilities for the District improvements and at such time as the District(s) do not need to remain in existence to discharge their financial obligations or perform their services.

B. **Dissolution.** Upon an independent determination of the Board of County Commissioners that the purposes for which a particular District was created have been accomplished, such District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

C. **Administrative Dissolution.** The Districts shall be subject to administrative

dissolution by the Division of Local Government as set forth in Section 32-1-710, C.R.S., as it may be amended from time to time.

IX. COMPLIANCE

A. An Annual Report and Disclosure Form will be required and submitted as described in C.R.S. 32-1-207(3)(d), as it may be amended from time to time, and as further articulated by Board of County Commissioners Resolution No. 07-273, which Resolution adopted the County's model service plan.

B. Material Modifications of this Service Plan shall be subject to the provisions contained in Section 32-1-207, C.R.S., as it may be amended from time to time, and relates to approvals and notices thereof.

X. MISCELLANEOUS.

The following is additional information to further explain the functions of the Districts:

A. Special District Act.

The contemplated municipal services are under the jurisdiction of the Special District Act and not the Public Utilities Commission.

B. Disclosure to Prospective Purchasers.

After formation of the Districts, and in conjunction with final platting of any properties within a particular District, the applicable Board of Directors of the District shall prepare a notice acceptable to the Planning and Community Development Department Staff informing all purchasers of property within the District of the District's existence, purpose and debt, taxing, and other revenue-raising powers and limitations. Such notice obligation shall be deemed satisfied by recording the notice with this Service Plan and each final plat associated with the Project, or by such other means as the Planning and Community Development Department approves. Such notice shall be modified to address the potential for future Debt issuance which may be required to meet the obligations associated with loans incurred by the District. Additionally, the notice shall disclose the limited representation elements associated with the Control District/Financing District structure. In conjunction with subsequent plat recordings, Planning and Community Development Department Staff is authorized to administratively approve updates of the disclosure form to reflect current information.

C. Local Improvements.

Prior to the financing of Local Public Improvements, and if required by County policy uniformly applied, agreements shall be in place to prevent a loss of sales tax revenue from sales of construction materials that would otherwise accrue to the County.

D. Service Plan not a Contract.

The grant of authority contained in this Service Plan does not constitute the agreement or binding commitment of the Districts enforceable by third parties to undertake the activities described, or to undertake such activities exactly as described.

E. Land Use and Development Approvals.

Approval of this Service Plan does not imply approval of the development of a specific area within the Project, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto. All such land use and development approvals shall be processed and obtained in accordance with applicable El Paso County rules, regulations and policies.

F. Citizens Advisory Council.

The Districts shall cooperate with the County in the formation of a Citizens' Advisory Council appointed by the Board of County Commissioners consisting of five (5) property owners within the legal boundaries of the Financing Districts. Council membership shall be open to otherwise eligible electors of any of the Financing Districts. Meetings will be held at times and in locations convenient to the Council members, and such meetings and the Council's functions shall be supported by the Service Districts, subject to applicable law. If required by the Board of County Commissioners, the Chair of the Council will be appointed as a voting member of the Board of District No. 1. Formation of a Council shall not be authorized until there are at least one hundred (100) dwelling units constructed within the Financing Districts. Continuance of the Council shall be at the sole discretion of the Board of County Commissioners, and in the event of insufficient interest in CAC membership, appropriate justification presented by the Controlling District Board of Directors, or for any other reason, the Board of County Commissioners, at its sole discretion, shall have the right to eliminate a prior requirement for a CAC.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts establishes that:

- A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;
- B. The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;
- C. The proposed Districts are capable of providing economical and sufficient service to the Project;
- D. The area to be included in the proposed Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- E. Adequate service is not, and will not be, available to the area through the County

or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

F. The facility and service standards of the proposed Districts are compatible with the facility and service standards of the County;

G. The proposal is in substantial compliance with the County master plan.

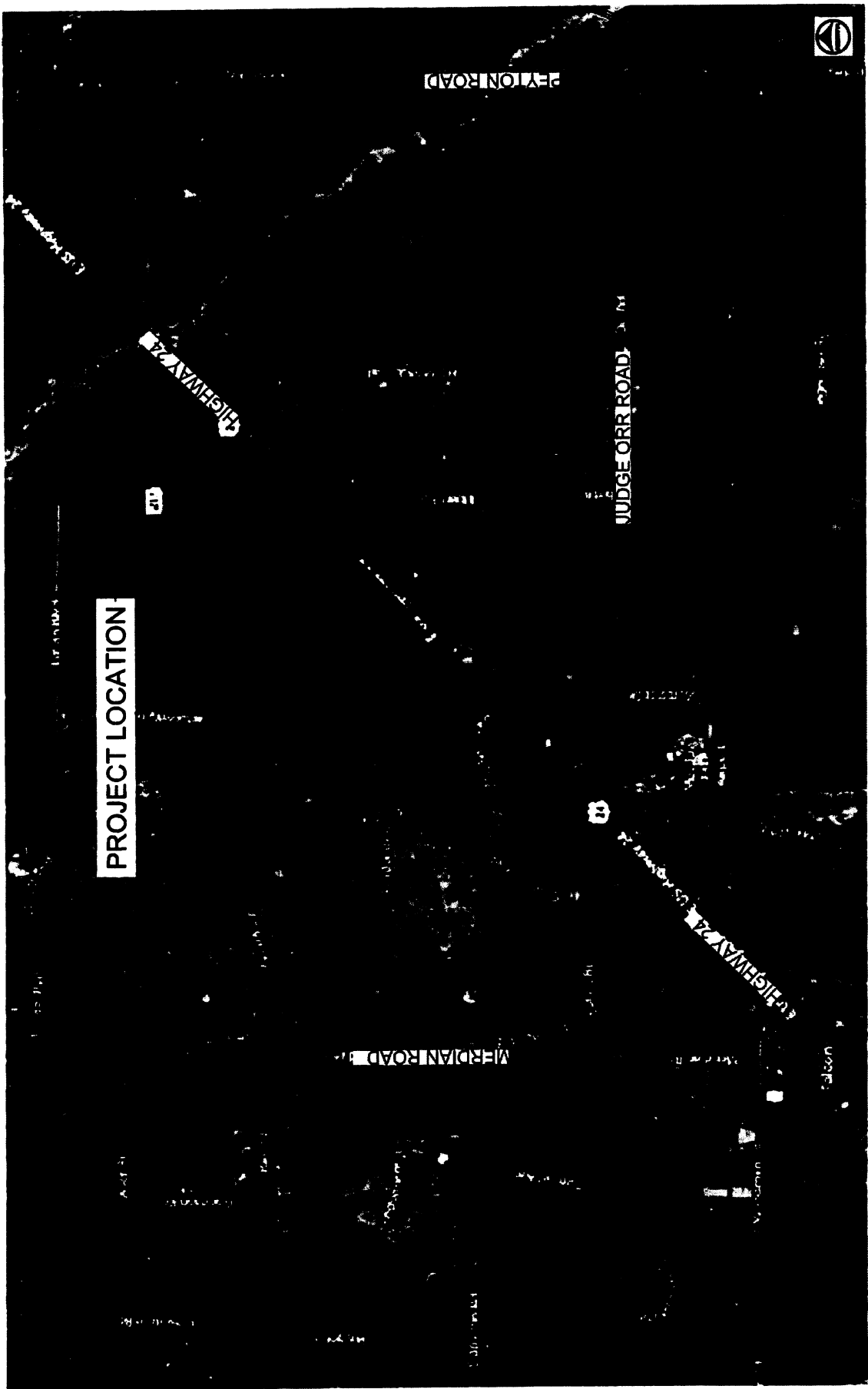
H. The creation of the proposed Districts is in the best interests of the area proposed to be served.

EXHIBIT A

MAPS AND LEGAL DESCRIPTIONS

- 1. Vicinity Map**
- 2. Boundary Exhibit**
- 3. 5-Mile Radius Map**
- 4. Legal Descriptions**

EXHIBIT A. 1 – VICINITY MAP



SHEET

2

SCALE: 1" = 5000'
DATE: 04/01/2020

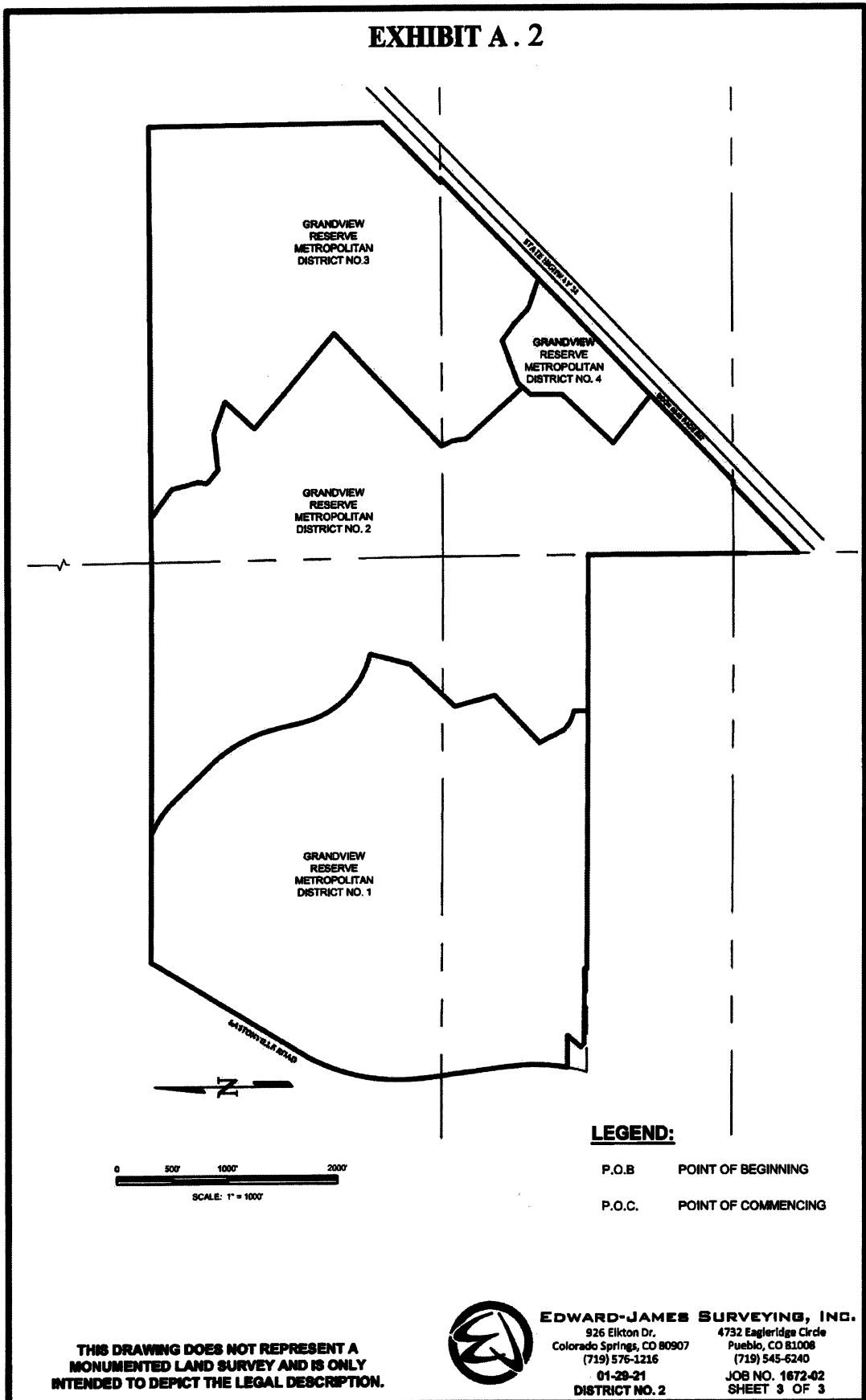
GRANDVIEW RESERVE
METROPOLITAN DISTRICT
NEAR VICINITY MAP



HRGreen.com

EXHIBIT A. 2 – BOUNDARY EXHIBIT

EXHIBIT A. 2



GRANDVIEW
RESERVE
METROPOLITAN
DISTRICT NO. 3

GRANDVIEW
RESERVE
METROPOLITAN
DISTRICT NO. 4

GRANDVIEW
RESERVE
METROPOLITAN
DISTRICT NO. 2

GRANDVIEW
RESERVE
METROPOLITAN
DISTRICT NO. 1

LEGEND:

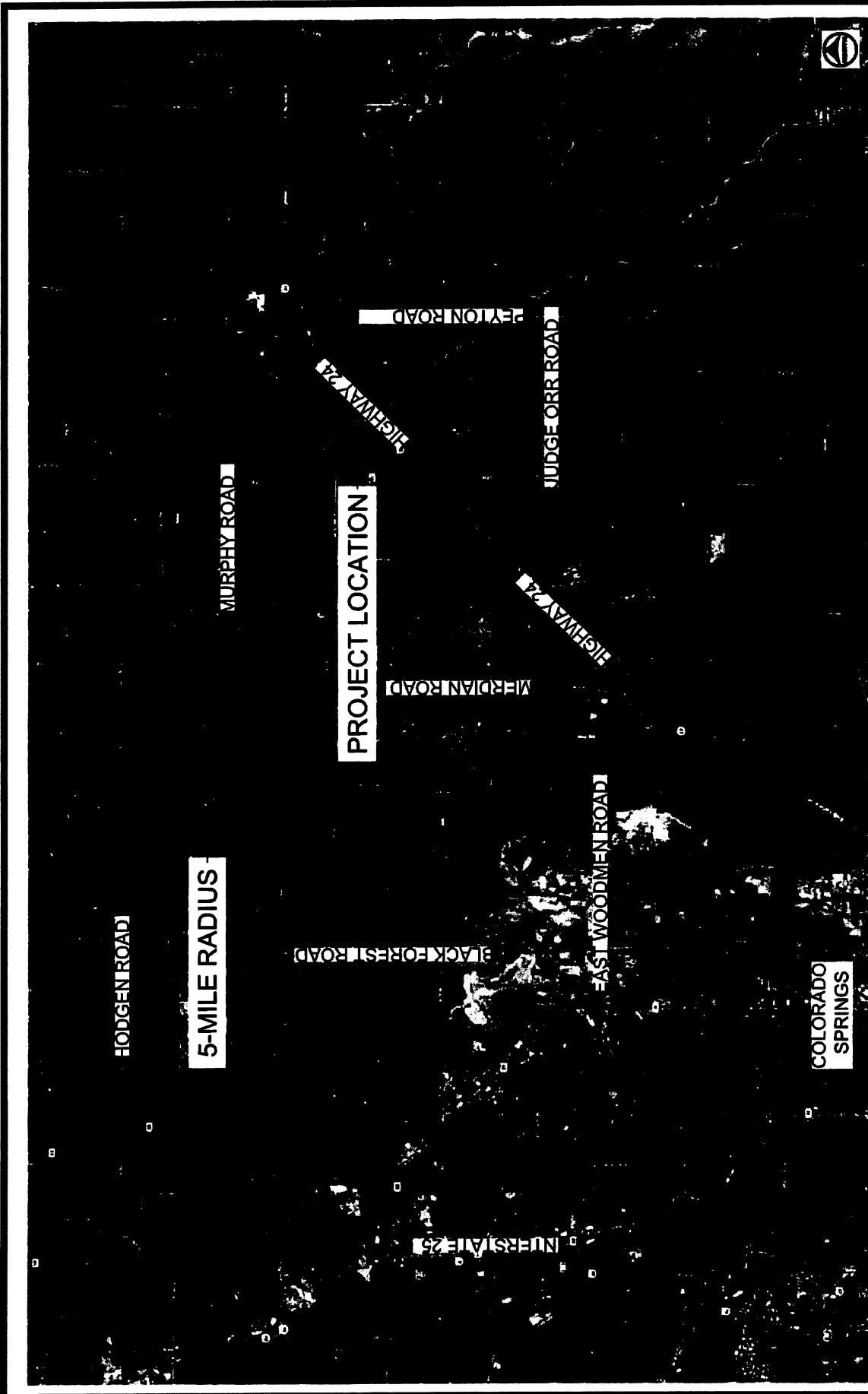
- P.O.B POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

**THIS DRAWING DOES NOT REPRESENT A
MONUMENTED LAND SURVEY AND IS ONLY
INTENDED TO DEPICT THE LEGAL DESCRIPTION.**



EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr. 4732 Eagleridge Circle
Colorado Springs, CO 80907 Pueblo, CO 81008
(719) 576-1216 (719) 545-6240
01-29-21 JOB NO. 1672-02
DISTRICT NO. 2 SHEET 3 OF 3

EXHIBIT A. 3 – 5-MILE RADIUS MAP



SHEET
1
 SCALE: 1" = 2.5 mi
 DATE: 04/01/2020

GRANDVIEW RESERVE
 METROPOLITAN DISTRICT
 VICINITY MAP

HRGreen
HRGreen.com

EXHIBIT A. 4 – LEGAL DESCRIPTION



EXHIBIT A . 4

GRANDVIEW RESERVE METROPOLITAN DISTRICT No. 1

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 21, AND A PORTION OF THE NORTH HALF OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, BEING ASSUMED TO BEAR N00°52'28"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N89°47'04"W ON THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1,253.14 FEET TO THE POINT OF BEGINNING; THENCE S43°11'44"W, A DISTANCE OF 155.45 FEET; THENCE S14°38'33"E, A DISTANCE OF 372.33 FEET; THENCE S46°29'19"W, A DISTANCE OF 590.52 FEET; THENCE S27°48'24"E, A DISTANCE OF 255.75 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N41°55'50"E, HAVING A DELTA OF 32°48'22", A RADIUS OF 330.82 FEET, A DISTANCE OF 189.42 FEET TO A POINT ON CURVE; THENCE S00°20'56"W, A DISTANCE OF 131.71 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE N89°47'08"W, ON SAID SOUTH LINE, A DISTANCE OF A DISTANCE OF 2,342.61 FEET; THENCE N00°12'52"E, A DISTANCE OF 25.00 FEET; THENCE N89°47'08"W, A DISTANCE OF 879.35 FEET; THENCE N44°47'01"W, A DISTANCE OF 42.37 FEET; THENCE N41°52'38"E, A DISTANCE OF 21.11 FEET; THENCE N41°03'22"E, A DISTANCE OF 139.03 FEET; THENCE S89°58'12"W, A DISTANCE OF 288.62 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF EXISTING EASTONVILLE ROAD (60.00 FOOT WIDE); THENCE ON SAID EASTERLY RIGHT-OF-WAY AS DEFINED BY CERTIFIED BOUNDARY SURVEY, AS RECORDED UNDER DEPOSIT NO. 201900096, THE FOLLOWING FIVE (5) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N79°27'48"W, HAVING A DELTA OF 18°12'30", A RADIUS OF 1,630.00 FEET; A DISTANCE OF 518.00 FEET TO A POINT OF TANGENT;
2. N07°40'18"W, A DISTANCE OF 777.34 FEET TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'10", A RADIUS OF 1,770.00 FEET, A DISTANCE OF 1,205.40 FEET TO A POINT OF TANGENT;
4. N31°20'52"E, A DISTANCE OF 1,517.37 FEET TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE OT THE LEFT, HAVING A DELTA OF 2°07'03", A RADIUS OF 1,330.00 FEET, A DISTANCE OF 49.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21;

THENCE S89°50'58"E ON SAID NORTH LINE, A DISTANCE OF 1,164.47 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S24°25'09"W, HAVING A DELTA OF 21°22'37", A RADIUS OF 1,061.00 FEET, A DISTANCE OF 395.86 FEET TO A POINT OF TANGENT; THENCE S44°12'14"E, A DISTANCE OF 446.79 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING



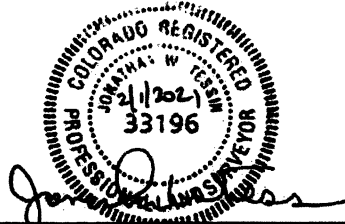
January 29, 2021
Job No. 1672.01
Page 2 of 3

A DELTA OF 31°01'27", A RADIUS OF 1,261.00 FEET. A DISTANCE OF 682.80 FEET TO A POINT OF TANGENT; THENCE S13°10'46"E, A DISTANCE OF 235.68 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 62°58'51". A RADIUS OF 839.00 FEET, A DISTANCE OF 922.25 FEET TO A POINT ON CURVE; THENCE S14°30'21"W, A DISTANCE OF 374.20 FEET; THENCE S43°11'44"W, A DISTANCE OF 402.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 11,746,693 SQ. FEET OR 269.667 ACRES MORE OR LESS.

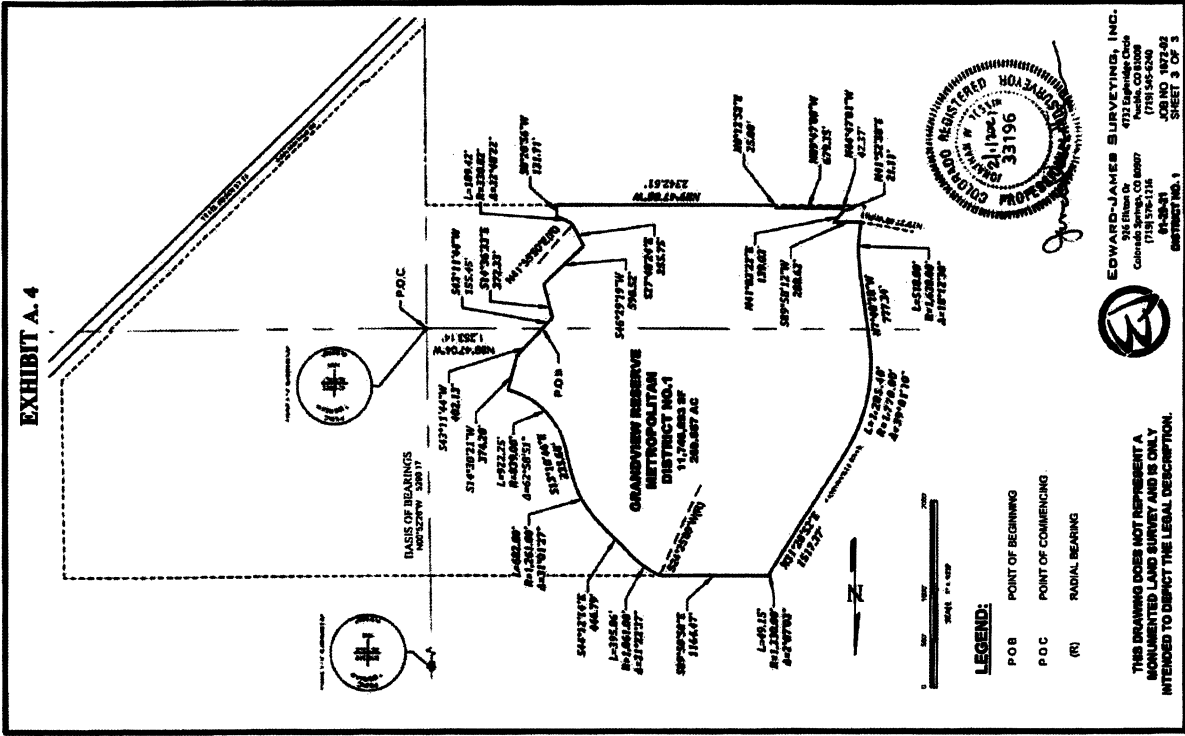
LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT A.4



EDWARD-JAMES SURVEYING, INC.
 355 E. Main St.
 Chicago, Illinois 60607
 (773) 542-5200
 (773) 542-5200
 JOB NO. 1973-02
 SHEET 3 OF 3





EXHIBIT A . 4

GRANDVIEW RESERVE METROPOLITAN DISTRICT No. 2

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 21, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, A PORTION OF THE WEST HALF OF SECTION 27 AND A PORTION OF THE NORTH NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED " PLS 30087", AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED " PLS 30087", BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N00°52'26"W, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,645.09 FEET TO THE POINT OF BEGINNING; THENCE N89°41'03"E, ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 22, A DISTANCE OF 400.43 FEET; THENCE S64°38'19"E, A DISTANCE OF 322.18 FEET; THENCE S15°28'17"E, A DISTANCE OF 239.41 FEET; THENCE S07°54'45"W, A DISTANCE OF 89.22 FEET; THENCE S48°50'01"E, A DISTANCE OF 158.82 FEET; THENCE N83°02'29"E, A DISTANCE OF 324.17 FEET; THENCE S71°00'05"E, A DISTANCE OF 309.15 FEET; THENCE S42°42'14"W, A DISTANCE OF 381.76 FEET; THENCE S49°48'45"E, A DISTANCE OF 1,122.17 FEET; THENCE S46°23'57"W, A DISTANCE OF 1,414.53 FEET; THENCE S25°17'59"E, A DISTANCE OF 103.66 FEET; THENCE S09°17'58"E, A DISTANCE OF 136.80 FEET; THENCE S42°25'16"E, A DISTANCE OF 686.79 FEET; THENCE S41°12'32"W, A DISTANCE OF 99.97 FEET; THENCE S00°00'00"E, A DISTANCE OF 282.37 FEET; THENCE S43°38'54"W, A DISTANCE OF 640.39 FEET; THENCE S51°46'34"E, A DISTANCE OF 548.80 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNTY IN THE WARRANTY DEED RECORDED IN BOOK 6648 AT PAGE 892, RECORDS OF EL PASO COUNTY, COLORADO; THENCE ON SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. S45°55'49"W, A DISTANCE OF 1,078.91 FEET;
2. S89°39'01"W A DISTANCE OF 36.17 FEET;
3. S45°55'49"W, A DISTANCE OF 855.35 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 28;

THENCE N00°21'45"W, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 691.16 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N00°21'38"W ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1319.24 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE N89°47'08"W ON SAID SOUTH LINE, A DISTANCE OF 1,415.10 FEET; THENCE N00°20'56"E, A DISTANCE OF 131.71 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N09°07'27"E, HAVING A DELTA OF 32°48'22", A RADIUS OF 330.82 FEET, A DISTANCE OF 189.42 FEET TO A POINT ON CURVE; THENCE N27°48'24"W, A DISTANCE OF 266.75 FEET; THENCE N46°29'19"E, A DISTANCE OF 590.52 FEET; THENCE N14°38'33"W, A DISTANCE OF 372.33 FEET; THENCE N43°11'44"E, A DISTANCE OF 557.57 FEET; THENCE N14°30'21"E, A DISTANCE OF 374.20 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N13°50'22"E, HAVING A DELTA OF 62°58'51", A RADIUS OF 839.00 FEET, A DISTANCE OF 922.25 FEET TO A POINT OF TANGENT; THENCE N13°10'46"W, A DISTANCE OF 235.88 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING DELTA OF 31°01'27", A RADIUS OF 1,281.00 FEET, A DISTANCE OF 682.80 FEET TO A POINT OF TANGENT; THENCE N44°12'14"W, A DISTANCE OF 446.79 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 21°22'37", A RADIUS OF 1,081.00 FEET, A DISTANCE OF 396.86 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21; THENCE S89°50'58" ON SAID NORTH LINE, A DISTANCE OF 2,471.06 FEET TO THE POINT OF BEGINNING.

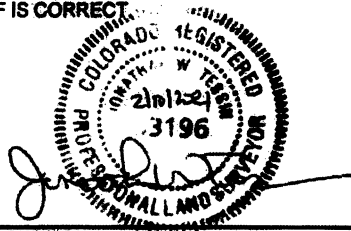


January 29, 2021
Job No. 1672.01
Page 2 of 3

CONTAINING A CALCULATED AREA OF 12,695,360 FEET, OR 291.445 ACRES MORE OR LESS

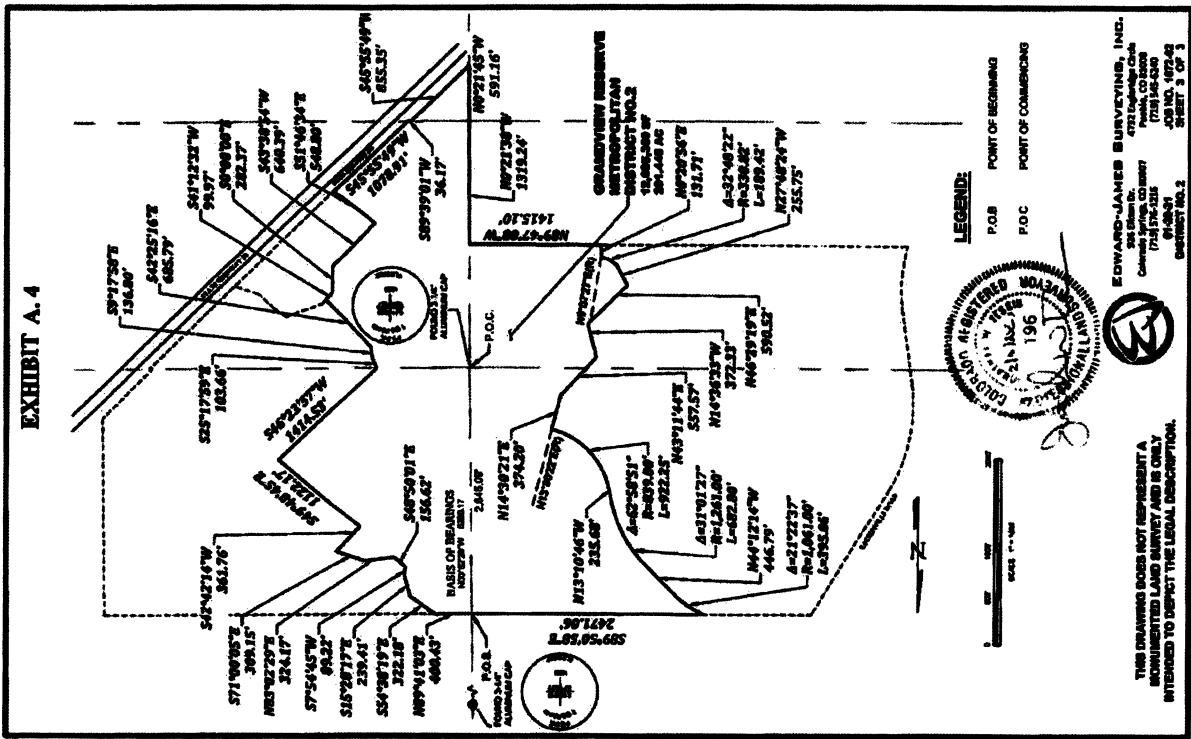
LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT A. 4



EDWARD-JAMES SURVEYING, INC.
 205 E. Main St.
 Columbus, Ohio 43215
 (614) 291-1234
 (614) 291-1235
 (614) 291-1236
 (614) 291-1237
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 (614) 291-1240
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THIS DRAWING DOES NOT REPRESENT A
 COMMITTED LAND SURVEY AND IS ONLY
 INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EXHIBIT A . 4

GRANDVIEW RESERVE METROPOLITAN DISTRICT No. 3

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 22, AND A PORTION OF THE NORTH HALF OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, BEING ASSUMED TO BEAR N00°52'28"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N00°52'28"W ON THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 2,845.09 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N89°41'03"E ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 22, A DISTANCE OF 400.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°41'03"E ON SAID NORTH LINE, A DISTANCE OF 3,537.77 FEET; THENCE S00°41'58"E ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, A DISTANCE OF 2,117.66 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNT IN THE WARRANTY DEED RECORDED IN BOOK 6548 AT PAGE 892, RECORDS OF EL PASO COUNTY, COLORADO; THENCE ON SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. S45°55'49"W, A DISTANCE OF 758.36 FEET;
2. N89°38'06"E, A DISTANCE OF 36.18 FEET;
3. S45°55'49"W, A DISTANCE OF 1,275.69 FEET;

THENCE N71°34'44"W, A DISTANCE OF 280.24 FEET; THENCE N46°34'17"W, A DISTANCE OF 189.58 FEET; THENCE N54°29'04"W, A DISTANCE OF 186.95 FEET; THENCE S69°20'27"W, A DISTANCE OF 410.44 FEET; THENCE S41°12'32"W, A DISTANCE OF 54.02 FEET; THENCE N42°25'16"W, A DISTANCE OF 685.79 FEET; THENCE N09°17'58"W, A DISTANCE OF 136.80 FEET; THENCE N25°17'59"W, A DISTANCE OF 103.86 FEET; THENCE N46°23'57"E, A DISTANCE OF 1,414.53 FEET; THENCE N49°48'45"W, A DISTANCE OF 1,122.17 FEET; THENCE N42°42'14"E, A DISTANCE OF 381.76 FEET; THENCE N71°00'05"W, A DISTANCE OF 309.15 FEET; THENCE S83°02'29"W, A DISTANCE OF 324.17 FEET; THENCE N48°50'01"W, A DISTANCE OF 156.62 FEET; THENCE N07°54'45"E, A DISTANCE OF 89.22 FEET; THENCE N15°28'17"W, A DISTANCE OF 239.41 FEET; THENCE N54°38'19"W, A DISTANCE OF 322.18 FEET TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 8,073.011SQ. FEET, OR 185.331 ACRES MORE OR LESS

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT A.4

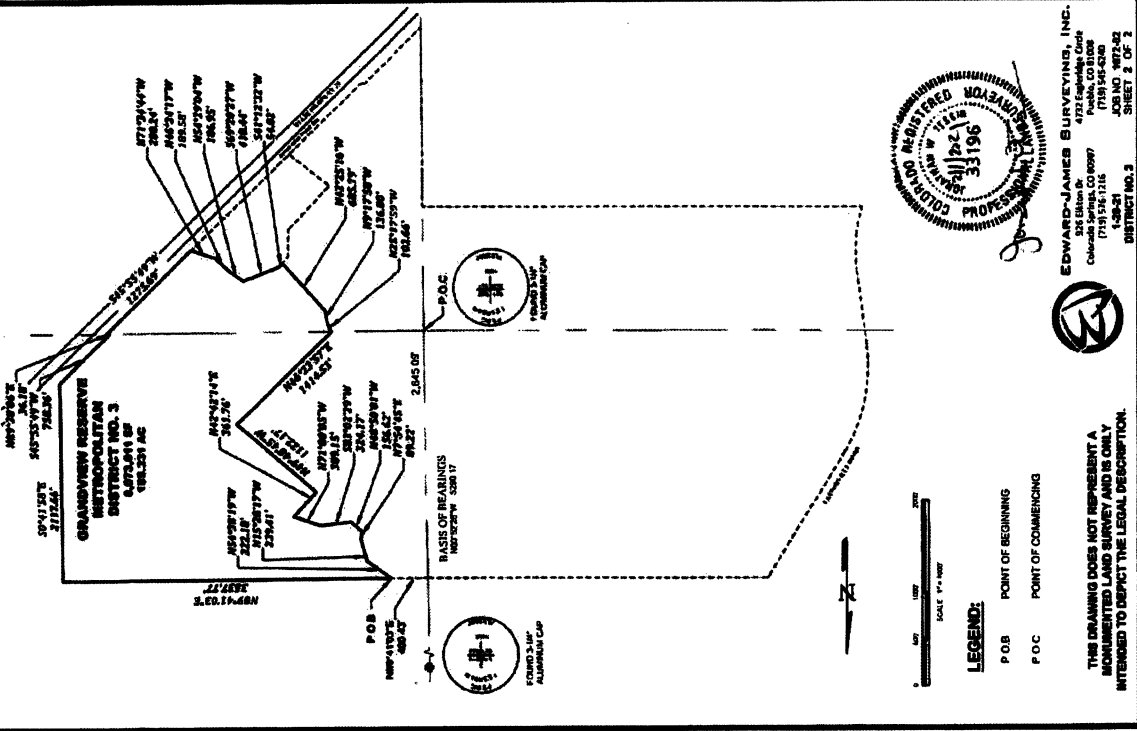




EXHIBIT A. 4

LEGAL DESCRIPTION-

GRANDVIEW RESERVE METROPOLITAN DISTRICT No. 4

A TRACT OF LAND BEING A PORTION OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N89°38'06"E, ON THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 3,378.84 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNTY IN THE WARRANTY DEED RECORDED IN BOOK 6548 AT PAGE 892, RECORDS OF EL PASO COUNTY, COLORADO; THENCE ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

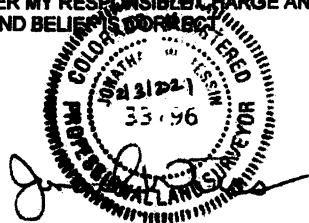
1. N89°38'06"E, A DISTANCE OF 36.18 FEET;
2. S45°55'49"W, A DISTANCE OF 1,275.69 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S45°55'49"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,464.32 FEET; THENCE N51°46'34"W, A DISTANCE OF 548.80 FEET; THENCE N43°38'54"E, A DISTANCE OF 640.39 FEET; THENCE N00°00'00"E, A DISTANCE OF 282.37 FEET; THENCE N41°12'32"E, A DISTANCE OF 153.99 FEET; THENCE N89°20'27"E, A DISTANCE OF 410.44 FEET; THENCE S64°29'04"E, A DISTANCE OF 186.95 FEET; THENCE S46°34'17"E, A DISTANCE OF 189.58 FEET; THENCE S71°34'44"E, A DISTANCE OF 280.24 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 889,127 SQ. FEET OR 20.412 ACRES MORE OR LESS

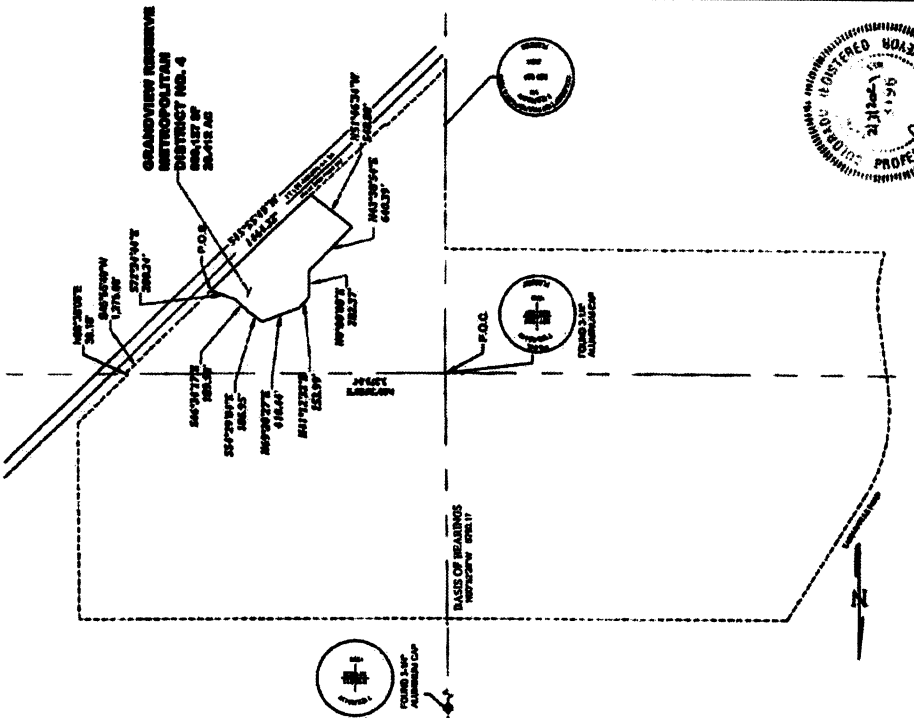
LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF TO BE CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT A.4



- LEGEND:**
- P.O.B. POINT OF BEGINNING
 - P.A.C. POINT OF COMMENCING

THIS DRAWING DOES NOT REPRESENT A
 GUARANTEED LAND SURVEY AND IS ONLY
 INTENDED TO DISPLAY THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
 208 Street Dr.
 Colorado Springs, CO 80907
 (719) 578-1214
 1-888-911-1214
 DISTRICT NO. 4
 SHEET 3 OF 3



EXHIBIT B

DEVELOPMENT SUMMARY

Approximately 555 single family homes with an average value of \$385,000, approximately 749 single family homes with an average value of \$375,000, approximately 846 single family homes with an average value of \$340,000, and approximately 1,110 single family attached homes with an average value of \$295,000 in year 2021 dollars; and approximately 20,000 square feet of commercial property is anticipated to be developed. It is anticipated that construction will begin in 2022 and the project will be completely developed at the end of 2036. The number of anticipated homes and the amount of commercial square footage remain estimates and may be altered depending on the final outcome of the development approval process. Further, the rate of absorption is a projected based on information from the developer and is used for estimating the Financial Plan. There is no way to accurately predict absorption due to variables such as the economic factors, housing demand, land-use approval timing, building supply chains, and labor availability. In view of these factors, the bond underwriter projects the potential ability of the Districts to discharge the proposed debt per the statutory requirement. If absorption is delayed or accelerated, the bond issuance parameters will reflect those changes at the time of issuance. As noted in the Financial Plan contained in Exhibit D, it is currently estimated that 244 total residential units will be added each year beginning in 2022 through 2032, 223 total residential units will be added in 2033, 184 residential units will be added in 2034, 109 residential units will be added in 2035, and 50 residential units will be added in 2036; and 20,000 square feet of commercial property will be added each year in 2025 and 2026.

Regarding public improvements, overall costs of approximately \$285,000,000 are currently anticipated, as outlined in Exhibit C. The current cost estimates include, but are not limited to, planning, permitting, and professional consulting costs in excess of \$38,000,000; water, sanitary sewer, and related drainage costs in excess of \$112,000,000; road, street and related improvements costs in excess of \$81,000,000; and landscaping costs in excess of \$24,300,000. The contemplated on and off-site public improvements include, but are not limited to, on and off-site streets, roadway, water and sanitary sewer, stormwater and drainage, landscaping, and park and recreation improvements. As noted in the Service Plan, the cost estimates remain preliminary in nature and the ultimate costs may be altered depending on numerous factors, many of which are out of Developer's control. In particular, the initial cost estimates only include the public improvement portion of costs and the total project improvement costs (including items such as dry utilities, etc.) could be significantly higher which would result in a material increase in the overall development costs. Given current demand and shortfall within the County and Colorado Springs area, the absorption rate was deemed reasonable. The infrastructure and financing plans will be adjusted accordingly if there are delays in the build-out.

LEGEND

- URBAN MINOR ARTERIAL
- URBAN RESIDENTIAL ROADWAY
- URBAN LOCAL ROADWAY
- URBAN LOCAL (LOW VOLUME)

STREET/ROADWAY IMPROVEMENTS DESCRIPTION:

URBAN MINOR ARTERIAL

THESE INTERNAL ROADWAYS WILL BE DEDICATED WITH A 100-FOOT RIGHT-OF-WAY AND INCLUDE A 62 FOOT WIDE PAVED SURFACE WITH A 14 FOOT STRIPED MEDIAN. 6 FOOT DETACHED SIDEWALKS WILL BE CONSTRUCTED WITH A 7 FOOT BUFFER. DESIGN SPEED = 40 MPH. POSTED SPEED = 35 MPH. MAX ADT = 20,000. DESIGN VEHICLE = WB-67.

URBAN RESIDENTIAL COLLECTOR ROADWAYS

THESE INTERNAL RESIDENTIAL ROADWAYS WILL BE DEDICATED WITH A 60-FOOT RIGHT-OF-WAY AND INCLUDE A 36 FOOT WIDE PAVED ROADWAY. 5 FOOT WIDE DETACHED SIDEWALKS WILL BE CONSTRUCTED WITH A 4 FOOT BUFFER. DESIGN SPEED = 40 MPH. POSTED SPEED = 35 MPH. MAX ADT = 10,000. DESIGN VEHICLE = WB-50.

URBAN LOCAL ROADWAYS

THESE INTERNAL RESIDENTIAL ROADWAYS WILL BE DEDICATED AS 50 FOOT RIGHTS-OF-WAY AND WILL INCLUDE A 30 FOOT WIDE PAVED STREET SECTION AND 5 FOOT WIDE ATTACHED SIDEWALK. DESIGN SPEED = 25 MPH. POSTED SPEED = 25 MPH. MAX ADT = 3,000. DESIGN VEHICLE = WB-50.

URBAN LOCAL (LOW VOLUME) ROADWAYS

THESE INTERNAL RESIDENTIAL ROADWAYS WILL BE DEDICATED AS 50 FOOT RIGHTS-OF-WAY AND WILL INCLUDE A 24 FOOT WIDE PAVED STREET SECTION AND 5 FOOT WIDE ATTACHED SIDEWALK. DESIGN SPEED = 25 MPH. POSTED SPEED = 20 MPH. MAX ADT = 300. DESIGN VEHICLE = SU-30.



SHEET

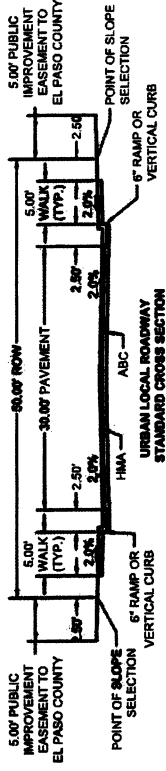
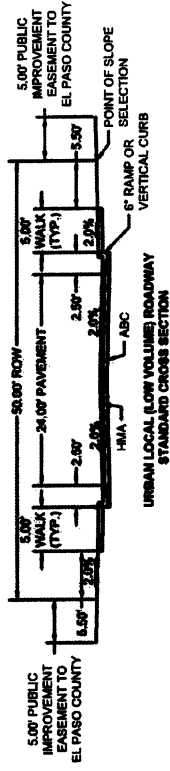
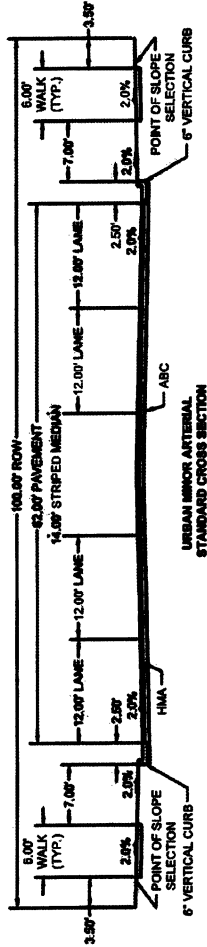
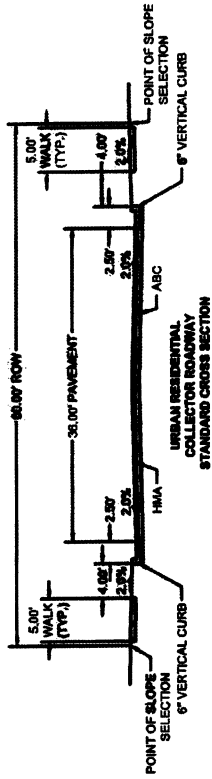
3

SCALE: 1" = 1500'
DATE: 04/01/2020

GRANDVIEW RESERVE
METROPOLITAN DISTRICT
ROAD AND TRAFFIC



HRGreen.com

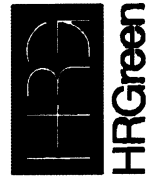


SHEET

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SCALE: 1" = 20'
DATE: 04/01/2020

GRANDVIEW RESERVE
METROPOLITAN DISTRICT
TYPICAL ROAD SECTIONS



HRGreen.com

HRGreen

STORM DRAINAGE IMPROVEMENTS

DESCRIPTION:

- METRO DISTRICT BOUNDARY ———
- EXISTING MAJOR CONTOUR ———
- EXISTING MINOR CONTOUR - - - - -
- CHANNEL CENTERLINE ———
- DETENTION POND [Symbol]

STORM DRAINAGE IMPROVEMENTS

DESCRIPTION:

PUBLIC STORM SEWER

THE STORM SEWER SYSTEM WILL BE DESIGNED IN CONFORMANCE WITH EL PASO COUNTY STANDARDS AND SPECIFICATIONS AND WILL INCLUDE VARYING SIZES OF CONCRETE STORM SEWER, CURB INLETS, MANHOLES AND FLARED END SECTIONS PLACED AT DAYLIGHT POINTS.

REGIONAL DRAINAGE SWALE

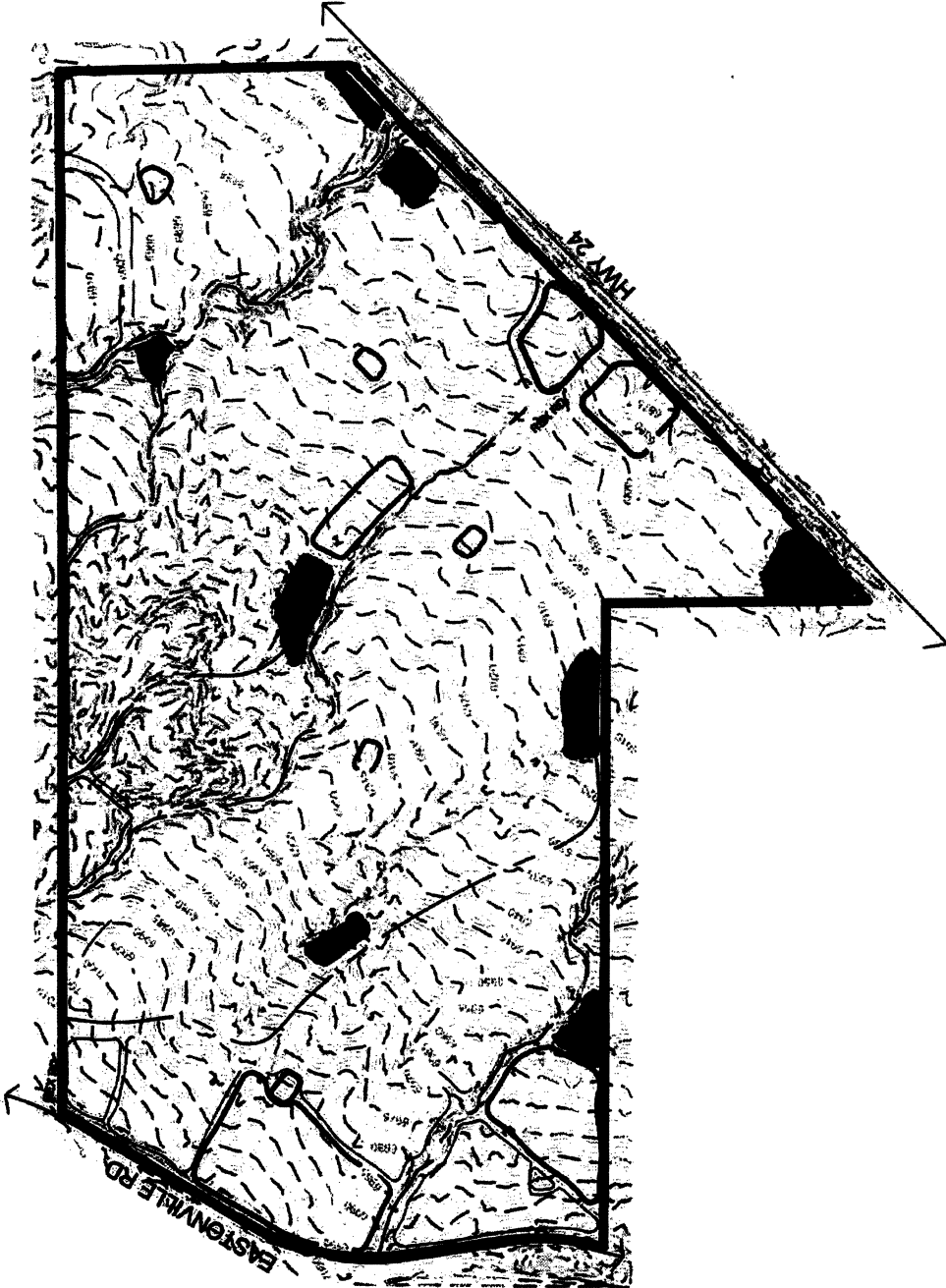
THIS REGIONAL SWALE IS INTENDED TO INTERCEPT OFFSITE- UPSTREAM DRAINAGE FLOWS AND ROUTE THESE FLOWS THROUGH THE SITE. CROSSING CULVERTS WILL BE REQUIRED AT PLANNED ROAD CROSSINGS. DOWNSSTREAM CHANNEL ARMORING SOUTH OF HWY 24 MAY BE REQUIRED DUE TO FLOWS FROM THE DEVELOPED PROPERTY.

LOCAL DRAINAGE SWALES

LOCAL DRAINAGE SWALES ARE INTENDED TO INTERCEPT LOCAL ONSITE DRAINAGE AND CONVEY FLOWS TO SUB-REGIONAL DETENTION POND.

SUB-REGIONAL DETENTION POND

A SUB-REGIONAL DETENTION POND WILL BE CONSTRUCTED WITHIN THE DISTRICT BOUNDARIES TO ATTENUATE PEAK STORM DISCHARGE FLOWS DOWNSTREAM. DETENTION AND WATER QUALITY WILL BE PROVIDED IN CONFORMANCE TO EL PASO COUNTY AND MILE HIGH FLOOD CONTROL DISTRICT DESIGN STANDARDS.



SHEET

5

SCALE: 1" = 1250'
DATE: 04/01/2020

GRANDVIEW RESERVE
METROPOLITAN DISTRICT
STORM SYSTEM



HRGreen.com

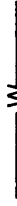
LEGEND

METRO DISTRICT

BOUNDARY



PROPOSED 12" WATER MAIN



LOCALIZED WATER DISTRIBUTION

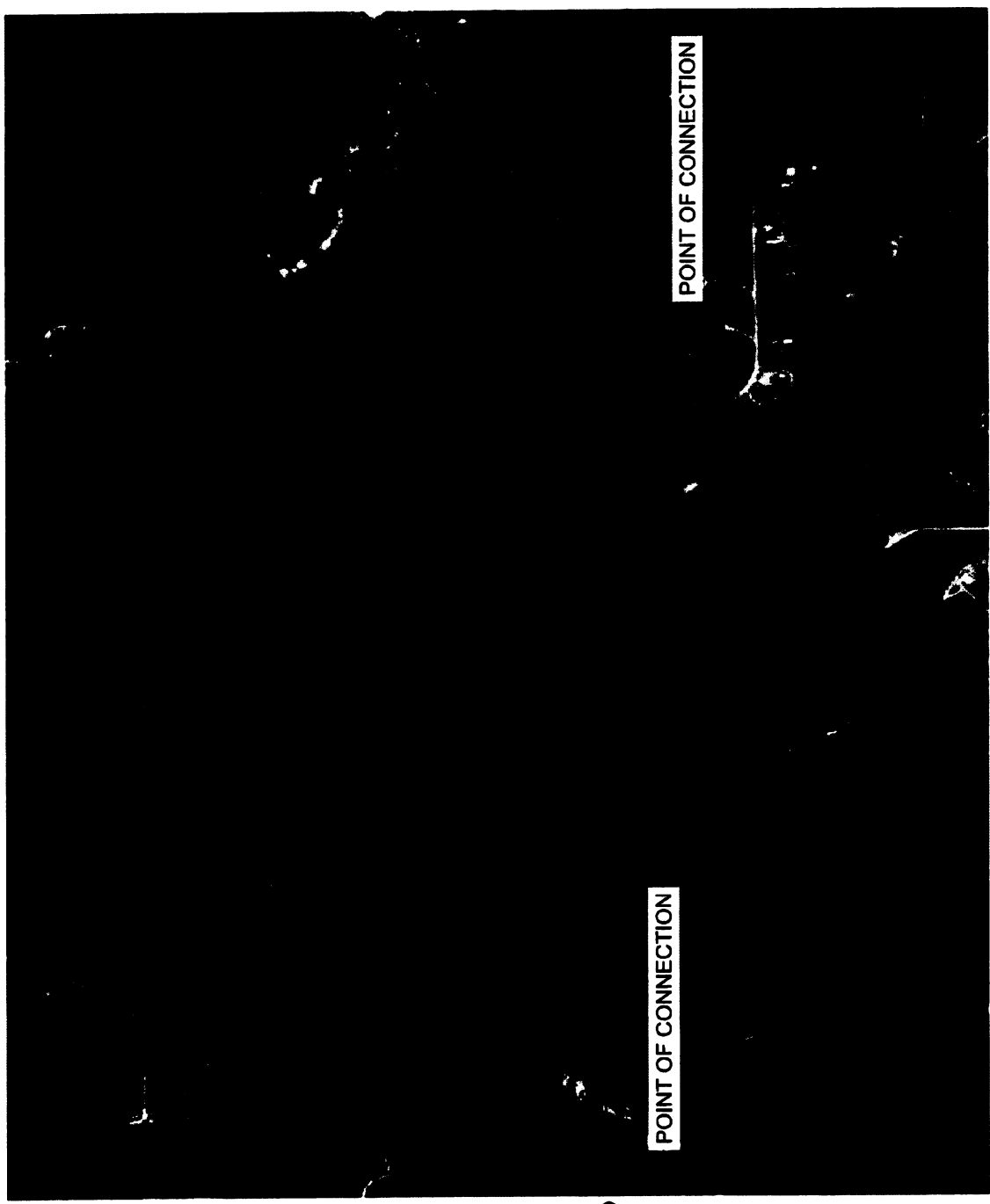
WATER TREATMENT PLANT



WATER MAIN IMPROVEMENTS

DESCRIPTION:

POTABLE WATER MAIN IMPROVEMENTS WILL INCLUDE PVC WATERMANS ROUTED WITHIN ALL INTERNAL ROADWAYS TO PROVIDE POINT OF SERVICE CONNECTION TO ALL PLATTED LOTS. WATER MAIN IMPROVEMENTS WILL INCLUDE ALL FITTINGS, FIRE HYDRANTS, GATE VALVES, BLOW-OFFS, AIR RELEASE VALVES AND TERMINAL PLUGS.



POINT OF CONNECTION

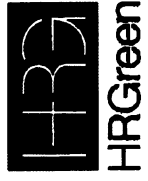
POINT OF CONNECTION

SHEET

6

SCALE: 1" = 1250'
DATE: 04/01/2020

GRANDVIEW RESERVE
METROPOLITAN DISTRICT
WATER MAIN



HRGreen.com

LEGEND

METRO DISTRICT BOUNDARY



RAW WATER



WELL LOCATION

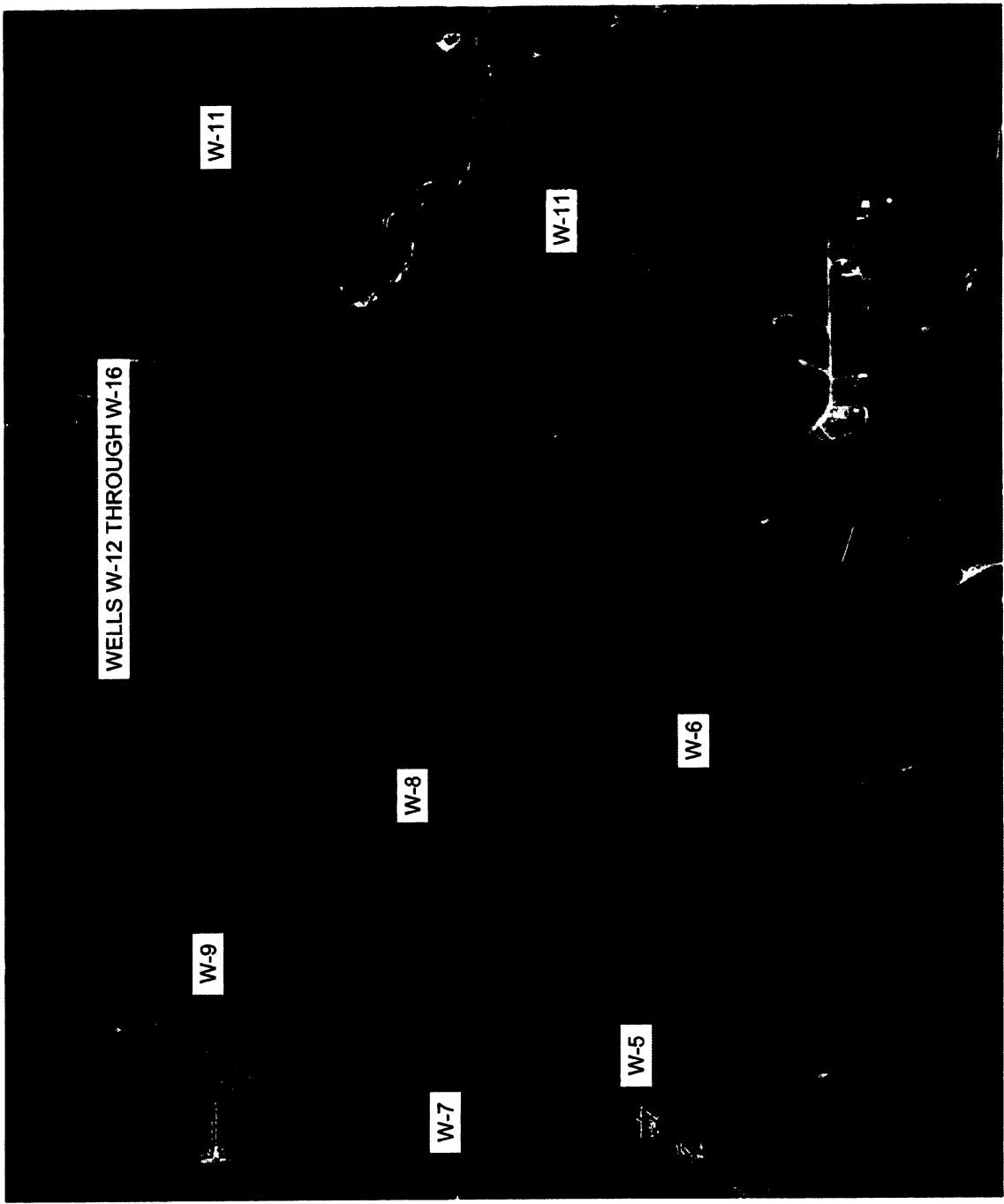


W-XX

NON-POTABLE WATER

IMPROVEMENTS DESCRIPTIONS:

NON-POTABLE WATER SYSTEM WILL INCLUDE WELL WATER COLLECTION AND TRANSPORT TO A CENTRAL WATER TREATMENT FACILITY. NON-POTABLE MAIN IMPROVEMENTS WILL INCLUDE ALL FITTINGS, BLOW-OFFS, AIR RELEASE VALVES, GATE VALVES AND TERMINAL PLUGS.



SHEET

8

SCALE: 1" = 1250'

DATE: 04/01/2020

GRANDVIEW RESERVE
METROPOLITAN DISTRICT
NON-POTABLE WATER



HRGreen

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LEGEND

METRO DISTRICT BOUNDARY



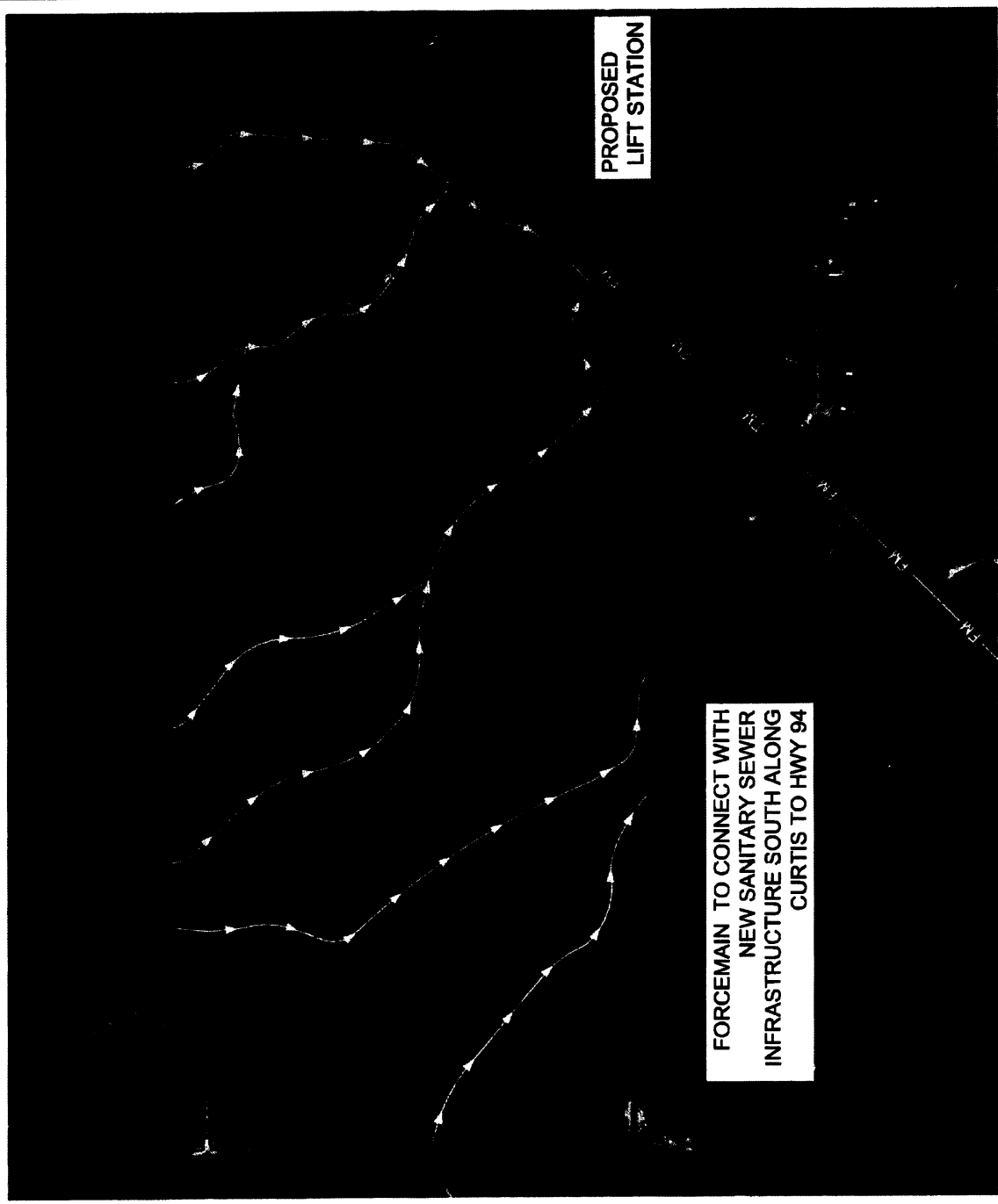
PROPOSED 18" SANITARY SEWER MAIN

PROPOSED FORCEMAIN

LOCALIZED SEWER COLLECTION

SANITARY IMPROVEMENT DESCRIPTIONS:

SANITARY SEWER PLANNED FOR THE DEVELOPMENT PARCELS WILL CONSIST OF 8-INCH PVC SEWER PIPE, 4-FEET ID MANHOLES AND SERVICE STUBS INTO FUTURE DEVELOPMENT PARCELS. SANITARY SEWER MAINS WILL BE ROUTED TO ALLOW POINT OF SERVICE CONNECTION FOR INTERNAL PLATTED PARCEL OR LOT.



PROPOSED LIFT STATION

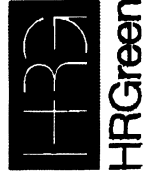
FORCEMAIN TO CONNECT WITH NEW SANITARY SEWER INFRASTRUCTURE SOUTH ALONG CURTIS TO HWY 94

SHEET

7

SCALE: 1" = 1250'
DATE: 04/01/2020

GRANDVIEW RESERVE
METROPOLITAN DISTRICT
SANITARY SEWER



HRGreen.com



EXHIBIT K: FIRE PROTECTION COMMITMENT LETTER

FALCON FIRE PROTECTION DISTRICT

Administration Office
7030 Old Meridian Road
Falcon, Colorado 80831
Business Number: 719-495-4050 Business Fax: 719-495-3112



December 15, 2021

Grandview Reserve Metro District
1271 Kelly Johnson Blvd, Suite 100
Colorado Springs, CO 80920
Attn: Samuel Howard

**Re: Conditional Commitment to Provide Emergency Services
Property: Grandview Reserve Metro District**

Based upon the information you have provided, a portion of the above-referenced real property is located within the jurisdiction and boundaries of the Falcon Fire Protection District ("Fire Department"). The portion within the boundaries of the Falcon Fire Protection District is that portion west of the North/South section line beginning at the intersection of Highway 24 and Curtis. By this letter, the Fire Department confirms its commitment to provide fire suppression, fire prevention, emergency rescue, ambulance, hazardous materials and emergency medical services (collectively, "Emergency Services") to the property within the District boundaries, subject to the following conditions:

- ☒ All new construction, renovations or developments within the Fire Department's jurisdiction must comply with the applicable fire code and nationally recognized life-safety standards adopted by the El Paso County Board of County Commissioners and the Fire Department's Board of Directors, as amended from time to time;
- ☒ All development, water and construction plans must be reviewed and approved by the Fire Department for compliance with the applicable fire code and nationally recognized life-safety standards prior to final plat or construction permit being issued; and,
- ☒ All development or construction projects shall meet the fire code and nationally recognized standards' pertaining to fire protection water. Please note that approved and inspected fire cisterns are permitted by the Fire Department in an attempt to help the property owner/developer meet these requirements.

Please do not hesitate to call the fire administration office or me for further information between 9:00 am and 4:00 pm, Monday through Friday.

Sincerely,
Trent Harwig

Fire Chief/Administrator

PEYTON FIRE PROTECTION DISTRICT

Administrative Offices

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
Fax: 303-987-2032

December 17, 2021

Grandview Reserve Metropolitan District
c/o Mr. Samuel Howard
1271 Kelly Johnson Blvd., Suite 100
Colorado Springs, CO 80920

Re: A portion Grandview Reserve Metropolitan District (the “Project”) – Fire Protection “To Serve” Letter

To Whom It May Concern:

Based upon the provided information, a portion of the above-referenced Project is located within the jurisdiction and boundaries of the Peyton Fire Protection District (the “District”). On October 30, 2018, the District provided a “To Serve” Letter for that portion within the boundaries of the District, that portion east of the North/South section line beginning at the intersection of Highway 24 and Curtis Road. This letter is to reaffirm that “To Serve” Letter after reviewing the changes in the Grandview Reserve Sketch Plan Draft dated March 25, 2019, and included as Attachment “A” to this letter.

The District is able to provide fire prevention and suppression, emergency rescue, emergency medical, and emergency hazardous materials response to the portion of the Project that is within the District service area, subject to the following conditions:

- All new construction, renovations, or developments within the District’s jurisdiction must comply with the applicable fire code and nationally recognized life-safety standards adopted by the El Paso County Board of County Commissioners and the District’s Board of Directors, as amended from time to time;
- All development, water, and construction plans must be reviewed and approved by the District for compliance with the applicable fire code and nationally recognized life-safety standards prior to final plat or construction permit being issued; and
- All development or construction projects shall meet the fire code and nationally recognized standards pertaining to fire protection water. Approved and inspected fire cisterns are permitted by the District in an attempt to help the property owner/developer meet these requirements.

If additional information is required, please contact our administrative office at 303-987-0835. Thank you.

Sincerely,



David Solin
District Manager

cc: Dave Rolenc, District President
Jeff Turner, Fire Chief



EXHIBIT L: GRANDVIEW MDDP



Grandview Reserve Master Development Drainage Plan

November 2020

HR Green Project No: 191850

Prepared For:

4 SITE INVESTMENTS, LLC
Mr. Peter Martz or Paul Howard
1271 Kelly Johnson Blvd., Ste. 100
Colorado Springs, CO 80920
719-499-8416

Prepared By:

HR Green Development, LLC
Contact: Chris McFarland, PE
cmcfarland@hrgreen.com
720-602-4956



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Engineer's Statement

This report and plan for the drainage design of the development , Grandview Reserve, was prepared by me (or under my direct supervision) and is correct to the best of my knowledge and belief. Said report and plan has been prepared in accordance with the *El Paso County Drainage Criteria* Manual and is in conformity with the master plan of the drainage basin. I understand that El Paso County does not and will not assume liability for drainage facilities designed by others. I accept responsibility for any liability caused by any negligent acts, errors or omissions on my part in preparing this report.

11-3-20

Greg Panza, PE

Date

State of Colorado No. 37081

For and on behalf of HR Green Development, LLC



Developer's Statement

I, the developer, have read and will comply with all of the requirements specified in this drainage report and plan.

4 Site Investments LLC

By:

Title:

MANAGER

Address:

1271 KEVIN JOHNSON BLVD.
COLORADO SPRINGS, CO 80920

El Paso County:

Filed in accordance with the requirements of the El Paso County Land Development Code, Drainage Criteria Manual, Volumes 1 and 2 and the Engineering Criteria Manual, as amended.

Jennifer Irvine, P.E.

County Engineer/ECM Administrator

APPROVED
Engineering Department

11/25/2020 1:19:15 PM

dsdnijkamp

EPC Planning & Community
Development Department

Master Development Drainage Plan – Grandview Reserve

I. General Purpose, Location and Description

a. Purpose and Scope of study

The Purpose of this Master Development Drainage Plan (MDDP) is to describe the onsite and offsite drainage patterns, existing and proposed storm infrastructure as it relates to preliminary water quality and stormwater detention, areas tributary to the site and the planned storm water management for Grandview Reserve 2 development. The items discussed in this report are preliminary in nature and final drainage calculations and design will be required as development proceeds. This reports provides a general drainage concept and guidance for future development of Grandview Reserve.

b. DBPS Investigations

The Geick Ranch Drainage Basin Planning Study (DBPS) Preliminary Design Report prepared by Drexel, Barrell was reviewed to determine existing plans and constraints that would influence the design of Grandview Reserve. The proposed plans for Grandview Reserve are in general conformance with the DBPS.

The DBPS shows 4 reaches through Grandview Reserve. The Main Stem (MS) in the south western portion of the site, the Main Stem Tributary #2 (MST2) to the north and east of the Main Stem, the East Fork Tributary (EFT) in the middle of the site north and east of MST2, and the East Fork Upper (EF) at the north east side of the site. These drainageways have been reviewed in the following reports and further analysis will be completed of these major drainageways in future planning documents.

- Unnamed Tributary Black Squirrel Creek, Four Way Ranch Letter of Map Revisions, Kiowa Engineering, March 2004
- Haegler and Geick Drainage Basins Letter of Map Revision, Four Way Ranch Subdivision, Kiowa, March 2004
- Unnamed Tributary Black Squirrel Creek Drainage Basin, Letter of Map Revision, Elbert Road Site, Kiowa Engineering, February 2006
- Geick Ranch Drainage Basin Planning Study (DBPS), Drexel Barrell, October 2010 (not approved)
- Meridian Ranch Master Development Drainage Plan (MDDP), Tech Contractors, January 2018

c. Agency Jurisdictions

Listed below are the jurisdictions that this project will conform to:

El Paso County

Falcon Colorado Municipal Code (where applicable)

Federal Emergency Management Agency

d. General Project Description

Grandview Reserve is located in Falcon, Colorado within El Paso County and contains approximately 765 acres within the south half of section 21 and 22 and the north half of section 27 and 28, Township 12 South, and Range 66 West of the Sixth Principal Meridian in El Paso County, Colorado. See below for approximate site location.

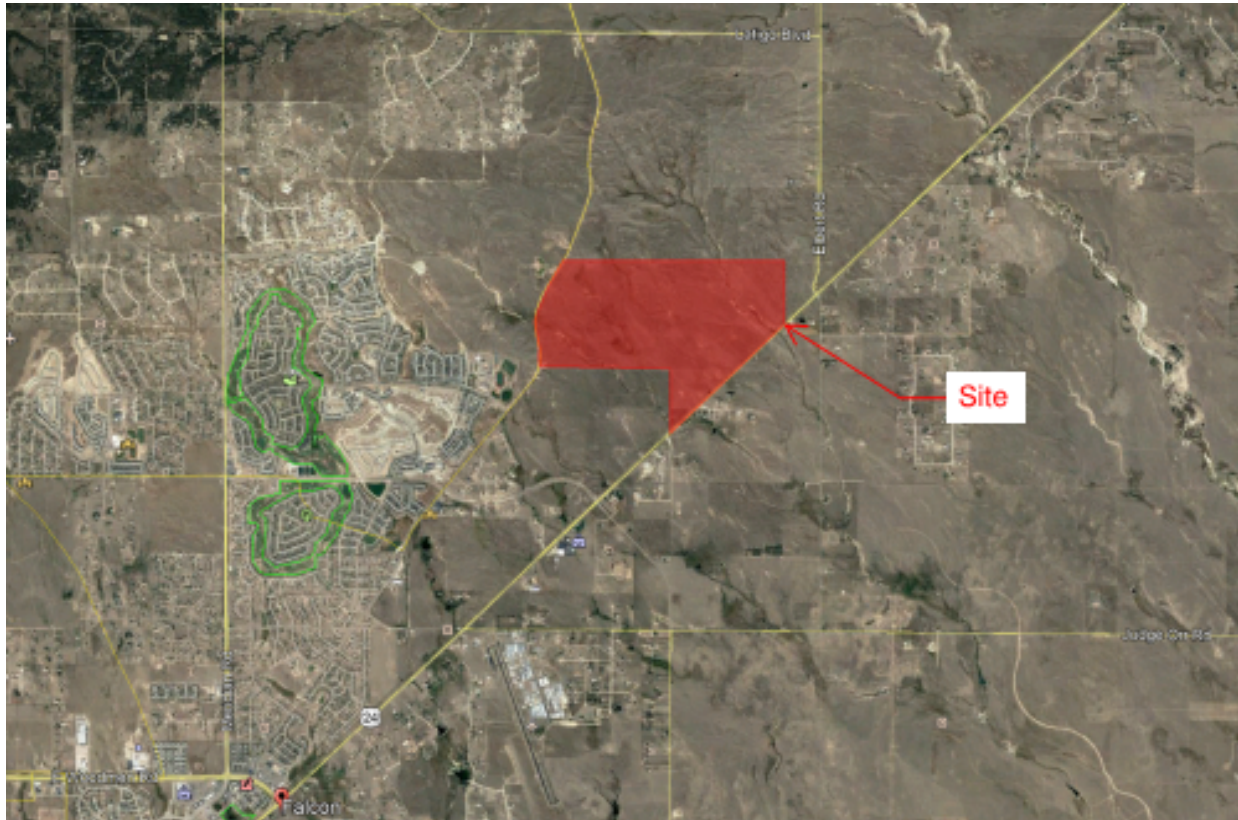


Figure 1 - Site Map

e. Data Sources

Listed Below are the technical resources reviewed in the preparation of this MDDP:

City of Colorado Springs Drainage Criteria Manual (DCM), Volumes 1 and 2

Mile High Flood District

NOAA Atlas 14

NRCS Soil Survey for El Paso County Area, Colorado

FEMA FIRM 08041C0556G and FIRM 08041C0552G (eff. 12/7/2018)

El Paso County Assessor Property Records

f. Applicable Criteria and Standards

Per the DBPS, flows from the proposed site will be limited to historic flows in an effort to maintain the stability and of the existing channels with the drainage basin. The master plan follows the Drainage Criteria Manual for El Paso County which refers to the City of Colorado Springs Drainage Criteria Manuals as amended.

II. Project Characteristics

a. Location in Drainage Basin, offsite flows, size

Grandview Reserve is located within the Geick Ranch Drainage Basin which covers approximately 22 square miles. This drainage basin is tributary to Black Squirrel Creek and joins said creek just to the south of Elicott, CO about 18 miles to the south. Black Squirrel Creek eventually drains to the Arkansas River in Pueblo Colorado. The majority of the Geick Ranch Drainage basin is undeveloped consisting of rural farmland. The Geick Ranch Drainage basin lies north of the Haegler Ranch drainage basin.

As part of the Fourway LOMR discussed above, the study reviewed the hydrology and hydraulics for the Main Stem Tributaries, however only a small portion of the site within Grandview was analyzed. The peak flows rates for the Main Stem for the 100 year event was 413 cfs and for the Main Stem Tributary was 280 cfs.

For the East Fork tributaries (EF and EFT), the DBPS established 100 year flow rates of 595 cfs for the East Fork (EF) and 217 cfs for the East Fork Tributary (EFT)

Generally offsite flows are conveyed through the site via the 4 tributaries. Minor offsite basins may sheet flow onto the site. These flows will be routed through the site via the tributaries.

b. Compliance with DBPS

This MDDP is in general conformance with the guidelines outlined in the Geick Ranch DBPS. Grandview Reserve will construct multiple full spectrum detention facilities to limit the effects of development and mimic natural flow patterns.

Existing downstream infrastructure is currently the historic drainage channels and minimal downstream improvements exist. As such, the site follows the DBPS and limits offsite flow rates to at or below historic rates. Outfalls out of the site will generally be along the same historic tributaries. Although outfall rates will be at or below historic, volume of runoff will increase and therefore downstream facilities may see additional flow volume than historic. This may provide a net benefit to the downstream facilities by providing more water to assist with vegetation however it should be noted that increased volume may also lead to more erosion or channel movement.

c. Site Characteristic

Per the NRCS web soil survey, the site is made up entirely of Type A and B soils. The majority of which are Type A soils. The predominate soils are Blakeland loamy sand, Columbine gravelly sandy loam, and Stapleton sandy loam. The first two soils are Type A soil and cover approximately 55.1% of the site and

the later soil is a Type B soil and covers the remaining 44.9% of the site. See Appendix A for the NRCS soil map.

Current ground cover is predominantly short- to mid-grass prairie grasslands and former farmland which consists of nonnative weeds and grasses. The site has very few, if any, trees and a minimal number of shrubs are found on the site.

d. Major drainage ways and structures

As mentioned previously, 4 major drainage ways exist on the site. These convey existing on and off-site flows and current on site flows through the site in a southeasterly direction. The drainageways eventually cross Highway 24 via culverts and other structures; further survey will be conducted to determine their effectiveness as the development of the site progresses.

A breached stock pond is located along the Main Stem and the effects of the existing breached dam are unknown at this time. As development occurs, this dam will be completely removed and improvements will be constructed along the channels to become high functioning low maintenance drainageway corridors.

e. Existing and proposed land uses

The existing site is open rangeland and farmland with no visible structures. The proposed development will consist of low, medium, and high density residential, along with two institutional sites, multiple pocket park sites, a large community park and a commercial area adjacent to Highway 24. The current land plan assumes approximately 3,261 dwelling units will be constructed on the site.

Land Use	MAX DU/AC
Low	2
Medium	4
Medium – High	8
High	12

III. Hydrologic Analysis

a. Major Basins and subbasins

Major Basin Description

- Previous basin study: Gieck Ranch Drainage Basin Planning Study
- Per FEMA FIRM 08041C0556G and 08041C0552G (eff. 12/7/2018), Grandview Reserve has four mapped channels within its boundaries.
- Per aerial imaging, no major irrigation is in the vicinity that would affect Grandview Reserve.

The site has been divided into 8 major drainage basins per where each basin is tributary to a full spectrum detention pond facility. These basins and associated sub basins are described in more detail in the next section of this report.

Subbasin Description

The entire site drains in a south easterly direction and is divided into 8 major drainage basins and a total of 18 subbasins together as described below.

- Subbasin A1 is located in the southwestern corner of the site, to the south and west of MS. The basin drains towards the southeast to proposed detention pond A. Current planning documents call for medium density dwelling units and a small pocket park. The basin is 37.00 acres, with a composite impervious value of 35.22% and runoff rates for the 5 and 100 year of 30.72 cfs and 100.64 cfs respectively. The pond will discharge at predevelopment rates and into MS via the ponds outlet structure.
- Subbasin B1 is located between MS and MST2 to the east of subbasin A1. The basin drains towards the southeast and towards subbasin B2. Current planning documents call for medium density dwelling units and some parkland area. The basin is 37.00 acres, with a composite impervious value of 45.00% and runoff rates for the 5 and 100 year of 29.46 cfs and 97.08 cfs respectively.
- Subbasin B2 is located between MS and MST2 to the northeast of subbasin A1. The basin drains towards the southeast and towards Detention Pond B. Current planning documents call for medium density dwelling units. The basin is 24.89 acres, with a composite impervious value of 43.26% and runoff rates for the 5 and 100 year of 12.02 cfs and 42.26 cfs respectively.
- Subbasin B3 is located between MS and EF and to the northeast of east of basin B2. The existing MST2 tributary runs through the basin. The site drains towards the southeast and towards Detention Pond B. Current planning documents call for high, medium-high, and medium density dwelling units along with a pocket park. The basin is 118.90 acres, with a composite impervious value of 49.42% and runoff rates for the 5 and 100 year of 92.76 cfs and 295.27 cfs respectively.
- Subbasin C1 is located to the northeast of east of basin B1 and the existing MST2 tributary runs through the middle of the basin. The basin drains towards the southeast and towards Detention Pond C. Current planning documents call for an institutional parcel, medium and high density dwelling units and a pocket park. The basin is 77.83 acres, with a composite impervious value of 51.20% and runoff rates for the 5 and 100 year of 77.99 cfs and 238.03 cfs respectively.
- Subbasin D1 is located between MS and MST2 to the east of Basin B3 and adjacent to the MST2 channel. The basin drains towards the southeast and towards drainage basin D2. Current planning documents call for medium density dwelling units along with a pocket park. The basin is 24.33 acres, with a composite impervious value of 53.89% and runoff rates for the 5 and 100 year of 24.15 cfs and 70.07 cfs respectively.
- Subbasin D2 is located between MS and MST2 to the south of basins D1 and B3. The basin drains towards the southwest and towards detention pond D. Current planning documents call for high density dwelling units along with a pocket park and a commercial parcel. The basin is 77.90 acres, with a composite impervious value of 62.10% and runoff rates for the 5 and 100 year of 98.47 cfs and 252.18 cfs respectively.
- Subbasin E1 is located just east of EFT along the northern portion of the site. The basin drains towards the southeast and towards basins F3 and F4. Current planning documents call for low density dwelling units. The basin is 88.60 acres, with a composite impervious value of 19.54% and runoff rates for the 5 and 100 year of 46.88 cfs and 178.04 cfs respectively.

- Subbasin F1 is located east of basin E1 and between EFT and EF along the northern portion of the site. The basin drains towards the southeast and towards basin F3 and F4. Current planning documents call for a large community park, high density dwelling units, commercial site and an institution parcel. The basin is 33.73 acres, with a composite impervious value of 25.00% and runoff rates for the 5 and 100 year of 16.28 cfs and 58.95 cfs respectively.
- Subbasin F2 is located east of the existing drainage channel EFT. The basin drains towards the southwest and towards basin F4 and to the EFT drainage channel which runs parallel to the north east with Highway 24. Current planning documents call for high density dwelling units and commercial space. The basin is 67.64 acres, with a composite impervious value of 51.39% and runoff rates for the 5 and 100 year of 60.11 cfs and 170.90 cfs respectively.
- Subbasin F3 is located west of the existing drainage channel EF. The basin drains towards the southeast towards drainage channel EF but will be conveyed south towards subbasin F4. Current planning documents call for medium density dwelling units. The basin is 12.84 acres, with a composite impervious value of 45.00% and runoff rates for the 5 and 100 year of 11.36 cfs and 32.93 cfs respectively.
- Subbasin F4 is located west of the existing drainage channel EF and south of subbasins F1 and F3. The basin drains towards the southeast towards detention pond F. Current planning documents call for medium and medium-high density dwelling units. The basin is 51.81 acres, with a composite impervious value of 49.54% and runoff rates for the 5 and 100 year of 42.32 cfs and 124.89 cfs respectively.
- Subbasin G1 is located west of the existing drainage channel EFT along the northern property boundary. The basin drains towards the southeast towards detention pond G. Current planning documents call for medium density dwelling units and a park. The basin is 20.13 acres, with a composite impervious value of 36.52% and runoff rates for the 5 and 100 year of 13.78 cfs and 43.95 cfs respectively.
- Subbasin G2 is located east of the existing drainage channel EFT along the northern property boundary. The basin drains towards the southeast towards detention pond G. Current planning documents call for low density dwelling units. The basin is 15.14 acres, with a composite impervious value of 25.00% and runoff rates for the 5 and 100 year of 6.55 cfs and 23.95 cfs respectively.
- Subbasin H1 is located in the northeast corner of the site and east of the existing drainage channel EFT. The basin drains towards the south towards subbasin H4. Current planning documents call for low density dwelling units and smallpark. The basin is 20.71 acres, with a composite impervious value of 24.49% and runoff rates for the 5 and 100 year of 5.68 cfs and 27.62 cfs respectively.
- Subbasin H2 is located south of basin G2 and east of the existing drainage channel EFT. The basin drains towards the south towards subbasin H4. Current planning documents call for medium density dwelling units and smallpark. The basin is 18.55 acres, with a composite impervious value of 46.68% and runoff rates for the 5 and 100 year of 16.24 cfs and 47.62 cfs respectively.

- Subbasin H3 is located south of basin H2 and east of the existing drainage channel EFT. The basin drains towards the southeast towards subbasin H4. Current planning documents call for medium density dwelling units and smallpark. The basin is 6.01 acres, with a composite impervious value of 40.57% and runoff rates for the 5 and 100 year of 5.21 cfs and 15.60 cfs respectively.
- Subbasin H4 is located south of basin H2 and east of the existing drainage channel EFT and basin H3. The basin drains towards the south towards detention pond H. Current planning documents call for medium density dwelling units and park/open space area. The basin is 27.65 acres, with a composite impervious value of 38.24% and runoff rates for the 5 and 100 year of 20.93 cfs and 64.71 cfs respectively.

The above mentioned basins are large planning area basins and as drainage reports are developed for the individual developed parcels additional drainage reports and calculations will be required. It is expected that storm drainage infrastructure consisting of inlets, storm sewer and open drainage channels will be constructed as the property develops.

- Offsite Basins as shown in the Meridian Ranch MDDP include basins HG4, HG5, HG6A, HG6B, HG13, and HG14. Flow contributing to the site from these basins will be routed through the existing tributaries. Flow rates as shown in the MDDP Ranch report include the following flows and associated tributary areas.

Offsite Flow Summary					
Basin Description	Ultimate Design Point	Basin Area (ac)	Receiving Tributary	5 Year Peak Runoff (cfs)	100 Year Peak Runoff (cfs)
HG4	G6	57	Main Stem	2	42
HG5	G6	72	Main Stem	3	52
HG6A	G6	88	Main Stem	3	51
HG6B	G6	66	Main Stem	2	35
HG13	G08	54	Main Stem Tributary 2	4	59
HG14	G08	147	Main Stem Tributary 2	5	83

Offsite Flow Summary				
Design Point	Basin Area (ac)	Receiving Tributary	5 Year Peak Runoff (cfs)	100 Year Peak Runoff (cfs)
G6	760	Main Stem	36	628
G08	201	Main Stem Tributary 2	8	122

These basins along with the offsite basins which lie east of Eastoneville Road contribute flows onto the site through the major tributaries. Estimate oncoming flows for each tributary are as follows:

Offsite Flow Summary		
Tributary	5 Year Peak Runoff (cfs)	100 Year Peak Runoff (cfs)
Main Stem	36	628
Main Stem Tributary 2	8	122
East Fork Tributary*	56	116
East Fork*	175	357

*Flows from Gieck Ranch
DBPS, Oct 2010

As hydraulic analysis continues for the channels, these offsite flows will be used to size the channels for proper conveyance of the flow however it should be noted that the flows mentioned for the Main Stem and Main Stem Tributary 2 assume proper conveyance of the flow through (below or above) Eastonville Road. Due to the unknown nature of these conditions at the time of buildout, a probable scenario of the split flows will require analysis and agreed upon flow rates to each channel will be required. Currently some of the flow shown going to the Main Stem Tributary 2 may be diverted into the Main Stem Tributary. Previous analysis done by JR Engineering assumed approximately 160 additional cfs going to the Main Stem Tributary #2 during the 100 year event and as such it is recommended the following flows be used for analysis of the oncoming offsite flows:

Revised Offsite Flow Summary		
Tributary	5 Year Peak Runoff (cfs)	100 Year Peak Runoff (cfs)
Main Stem**	67	413
Main Stem Tributary 2**	59	280
East Fork Tributary*	61	217
East Fork*	180	595

*Flows from Gieck Ranch
DBPS, Oct 2010

**Flows from 4 Way Ranch LOMR, Mar 2004

Please note that the preliminary drainage reports will be required to reconcile any differences between the various reports done for these channels.

b. Methodology

Design rainfall was determined utilizing figures from the NOAA Atlas 14, Volume 8, Version 2 to determine the 5-year and 100-year rainfall values for 1, 6 and 24-hour events. The 1-hour rainfall depths are 1.22 and 2.50 in/hr respectively, 6 hour 1.79 and 3.87 in/hr respectively and 2.36 and 4.90 in/hr for the 24 hour event. The rainfall values were then used as inputs into the Colorado Urban Hydrograph Procedure (CUHP) spreadsheets to determine runoff values for both pre-development and post-development site.

CUHP is an evolution of the Snyder unit hydrograph and is calibrated for use along the Colorado Front Range. 1 Hour rainfall amounts are input into the program to produce a storm hyetograph that is then used to calculate a storm hydrograph for each basin depending on the subbasins properties including slope, length, shape, impervious area, pervious depression storage area, and various infiltration rates. Tabular hydrographs are then computed and can be used in EPA SWMM. The CUHP results are included within Appendix B.

EPA SWMM was used to determine flow routing via the kinematic wave method. Subbasins were routed to their respective design points and detention ponds for both the developed and predeveloped condition to determine peak runoff amounts for the 5-year and 100-year storm events. Information from these models along with information and calculations performed in the Colorado Springs BMP spreadsheets was used to determine pond sizing calculations and release rates.

c. Basin Hydrology

A summary of the flows for both the predeveloped and developed cases for each basin, subbasin and Pond are found on next page along with the full computation found in Appendix B.

SWMM Basin and Pond Summary						
Basin Description	Basin Area (ac)	% Impervious	5 Year Peak Runoff (cfs)	100 Year Peak Runoff (cfs)	5 Year Pond Volume (ac-ft)	100 Year Pond Volume (ac-ft)
A1	45.38	35.22%	30.72	100.64		
Pond A					1.83	3.50
B1	37.00	45.00%	29.46	97.08		
B2	24.89	43.26%	12.02	42.26		
B3	118.90	49.42%	92.76	295.27		
Pond B					5.90	19.00
C1	77.83	51.20%	77.99	238.03		
Pond C					3.91	6.87
D1	24.33	44.14%	24.15	70.07		
D2	77.90	62.10%	98.47	252.18		
Pond D					6.61	10.19
E1	88.60	19.54%	46.88	178.04		
Pond E					1.96	2.44
F1	33.73	25.00%	16.28	58.95		
F2	67.64	51.39%	60.11	170.90		
F3	12.84	45.00%	11.36	32.93		
F4	51.81	46.54%	42.32	124.89		
Pond F					7.38	12.62
G1	20.13	36.52%	13.78	43.95		
G2	15.14	25.00%	6.55	23.95		
Pond G					0.72	2.03
H1	20.71	24.49%	5.68	27.62		
H2	18.55	43.68%	16.24	47.62		
H3	6.01	40.57%	5.21	15.60		
H4	27.65	38.24%	20.93	64.71		
Pond H					2.93	6.17

IV. Hydraulic Analysis

a. Major Drainageways

In general the site runoff runs into the 4 major drainageways and in a southeasterly direction. These basins are described in more detail below:

The Main Stem (MS) in the south western portion of the site, the Main Stem Tributary #2 (MST2) to the north and east of the Main Stem, the East Fork Tributary (EFT) in the middle of the site north and east of MST2, and the East Fork Upper (EF)

The Main Stem (MS) is in the southwestern portion of the site. Offsite flows collect and are conveyed under Eastonville Road via a culvert. MS travels in a southeasterly direction and combines with the Main Stem Tributary #2 (MST2) just off site and then is conveyed past Highway 24 via a culvert. Jurisdictional wetlands exist within this channel and the area is within a Zone A floodplain towards the southern portion of the site. This channel sees only intermittent flows at this time however once development occurs there may be a more constant baseflow.

MST2 crosses Eastonville road via an existing culvert and flows through the site in a southeasterly direction. An existing breached stock pond exists in the approximate center point of the channel within the site. Portions of this channel are within a mapped floodplain as shown in the existing FIRM Panel. Per a July email from the USACE this drainage channel was determined to be a non-jurisdictional waters/wetland.

The East Fork tributary (EFT) crosses the north property line and are conveyed through the site via a natural channel. The channel has been mapped as a Zone A floodplain per the existing FIRM panel. There is no existing crossing for this section of the drainage channel below Highway 24 and instead the flows are conveyed to the north east towards the East Fork Upper (EF). Per a July email from the USACE this drainage channel was determined to be a non-jurisdictional waters/wetland.

The EF crosses the north property line approximately 1500' east of the EFT crossing. The flow through the site is via a natural channel and travels in a southeasterly direction. The channel is mapped as a Zone A floodplain, and the channel crosses Highway 24 via an existing shallow bridge. The EF and EFT eventually merge approximately 1750 southeast of the site, however as mentioned above Highway 24 blocks the flow of the EFT and flows are conveyed northeast to the EF bridge crossing.

Per SWMM modeling the current velocities will require channel stabilization. The channels are to be engineered later in the design which will likely include a combination of channel widening, lowering of slope facilitated by the implementation of drop structures to meet non erosive velocity requirements. Bank stabilization, should it be necessary, may include coir rolls, erosion control blankets, live willow staking, soil lifts and/or other measures to ensure successful bank stabilization. These drainageways will require further analysis and design which will be completed as the project progresses.

V. Environmental Evaluations

a. Significant existing or potential wetland and riparian areas impacts

As part of this work, the developer has engaged Ecosystem Services, LLC (ECOS) to perform environmental studies of the site that will be submitted with the planning documents. Major information from these report related to the wetlands shows that two of the tributaries trough the site, the Main Stem

and the East Fork contain jurisdictional wetlands and the other two tributaries, the East Fork Tributary and the Main Stem Tributary #2 are non-jurisdictional wetlands.

At this time, only minor improvements to the jurisdictional channels are proposed. These stream improvements will be made with keeping the natural habitat intact and the natural function of these channels as it is to maintain the wetland habitat. The non-jurisdictional channels will be modified and the design of those channels is forthcoming.

b. Stormwater quality considerations and proposed practices

As part of the development, full spectrum detention facilities will be installed to provide water quality for the development. The facilities will be designed using El Paso County criteria and provide stormwater quality by slowing the release of stormwater captured by the ponds and allowing solids to settle out. Additionally when possible the revised drainage channels, which were not jurisdictional wetlands, will be used to convey stormwater via a natural channel. Stormwater must be treated before entering the natural channels. The natural channel will provide an pervious means to transport stormwater and provide some water quality benefits as well.

On site practices for the homes, schools, churches and other buildings should use means such that impervious areas drain across pervious area to allow for infiltration during the minor events. This would include discharge of the gutters onto landscape areas vs. directly connecting to storm sewer and using natural ditches and swales where it is logical and makes sense to convey stormwater inlieu of storm sewer piping.

c. Permitting requirements

When work infringes upon the wetlands or floodplain a 404 Permit will be required. If the work within the waterways is minimal, it will likely be covered under a nationwide 404 permit; it is however possible that an individual permits will be required.

The Colorado Department of Public Health and Environment will require permits for any disturbance that exceed 1 acre of land. Should groundwater be encountered, a dewatering permit will also be required.

El Paso County will require an Erosion and Stormwater Quality Control Permit and any other construction permits required to complete the construction of the site.

FEMA will require a permit for floodplain development prior to the commencement of any construction or development within any special flood hazard area (SFHA).

FEMA will require a letter of map revision (LOMR) should work alter the base flood elevation (BFE) of any area falling withing the floodplain as shown in FEMA FIRM 08041C0556G and FIRM 08041C0552G (eff. 12/7/2018).

d. 4-Step Process

In accordance with the Engineering Criteria Manual I.7.2.A and DCM V2, this site has implemented the four-step process to minimize adverse impacts of urbanization. The four-step process includes reducing runoff volumes, stabilizing drainageways, treating the water quality capture volume, and considering the need for Industrial Commercial BMPs.

Step 1 – Reducing Runoff Volumes: The development of the project site includes a variety of land uses including open and vegetated areas interspersed to help disconnect imperious areas and reduce runoff volumes.

Step 2 – Stabilize Drainageways: Altered channels will be designed in a manner that provides water quality benefits through infiltration and the removal of pollutants via phytoremediation. Vegetation will also be selected to stabilize the channel by reducing the velocity of flows and decreasing any scour. Should the final channel require, grade control structures may be implemented to further reduce flow velocities and protect against erosion. These improvements will help stabilize drainageways.

Step 3 – Provide WQCV: Runoff from this development is treated through capture and slow release of the WQCV via detention ponds that are designed per current El Paso County DCM V2.

Step 4 – Consider the need for Industrial and Commercial BMP's: A site specific storm water quality and erosion control plan and narrative will be prepared with subsequent land use approvals prepared in conjunction with the report prior to any construction. Site specific temporary source control BMPs as well as permanent BMPs are detailed in this plan and narrative. Guidelines detailed in the El Paso DCM V2 4.2 pertaining to the covering and storage handline and spill containment and control shall be followed as necessary.

VI. Selected Plan

a. Plan Hydrology

This MDDP schematically addressed on-site and off-site drainage patterns using the existing topography and proposed land use plan for the overall drainage design. Individual preliminary and final drainage reports will better define the planning areas as the site is developed. These reports will include inlet design, storm sewer hydraulics, street design and other requirements typical of more detailed drainage reports.

The overall site is divided into 8 separate major basins, basins A-H and contribute to individual detention ponds for each major basin. Basin sizes range from 35 acres to 181 acres in size. Basins A, B, C and D drain and eventually discharge into the Main Stem and Main Stem Tributary #2. Basins E, F, G, and H drain towards the East Fork Drainage channel.

The sub-basins are described in additional detail above.

b. Detention Ponds

The site plans propose the construction of 8 separate full spectrum detention facilities.

- Pond A is located in the southwest corner of the site and discharges into the Main Stem drainageway. The pond is planned to store a maximum of 4.05 ac-ft during the 100 year event and have a peak outflow of 55.9 cfs which is slightly below the pre development peak outflow of 57.1 cfs. The 5 year storage volume is 2.46 ac-ft with a peak outflow of 3.7 cfs.
- Pond B is located to the east of Pond A and the Main Stem and discharges into the Main Stem Tributary #2. The pond is planned to store a maximum of 16.60 ac-ft during the 100 year event and have a peak outflow of 165.4 cfs which is slightly above the pre development peak outflow of 164.2 cfs. The 5 year storage volume is 8.44 ac-ft with a peak outflow of 2.6 cfs.

- Pond C is located near the center of the western portion of the site near the existing Main Stem Tributary #2. The pond discharges into a revised open channel to be designed and discharges to the Main Stem Tributary #2 which merges with the Main Stem Tributary just off site. The pond is planned to store a maximum of 6.91 ac-ft during the 100 year event and have a peak outflow of 119.2 cfs which is slightly below the pre development peak outflow of 120.2 cfs. The 5 year storage volume is 4.07 ac-ft with a peak outflow of 1.5 cfs.
- Pond D is located near the southern portion of the site adjacent to Highway 24. The pond discharges into the Main Stem right after the Main Stem and Main Stem Tributary #2 merge. The pond is planned to store a maximum of 9.41 ac-ft during the 100 year event and have a peak outflow of 154.4 cfs which equals the predevelopment peak flow rate. The 5 year storage volume is 6.28 ac-ft with a peak outflow of 2.0 cfs.
- Pond E is located in the middle of the site just east of the East Fork drainage way. The pond discharges into the East Fork drainageway. The pond is planned to store a maximum of 2.40 ac-ft during the 100 year event and have a peak outflow of 163.4 cfs which is greater than the pre development peak outflow of 157.99 cfs. The 5 year storage volume is 1.70 ac-ft with a peak outflow of 18.8 cfs.
- Pond F is located near the south east corner of the site just west of the East Fork Tributary drainageway. The pond discharges into the East Fork Tributary drainageway. The pond is planned to store a maximum of 12.40 ac-ft during the 100 year event and have a peak outflow of 235.5 cfs which is greater than the pre development peak outflow of 221.11 cfs. The 5 year storage volume is 8.07 ac-ft with a peak outflow of 14.5 cfs.
- Pond G is located near the north east corner of the site just west of the East Fork Tributary drainageway. The pond discharges into the East Fork Tributary drainageway at an upstream location within the site. The pond is planned to store a maximum of 2.54 ac-ft during the 100 year event and have a peak outflow of 50.7 cfs which is slightly greater than the pre development peak outflow of 48.48 cfs. The 5 year storage volume is 1.69 ac-ft with a peak outflow of 9.1 cfs.
- Pond H is located near the south east corner of the site just east of the East Fork Tributary drainageway and adjacent to Highway 24. The pond discharges into the East Fork Tributary drainageway. The pond is planned to store a maximum of 6.60 ac-ft during the 100 year event and have a peak outflow of 99.1 cfs which matches the pre development peak outflow. The 5 year storage volume is 4.03 ac-ft with a peak outflow of 1.3 cfs.

Overall runoff from the site will by and large match the predevelopment peak flows. The volume of water will increase however as the drainage channels are designs, continuous simulation models will be done to see the effects of prolonged runoff rates. Predevelopment and post development flows for the 5-year and 100-year events are summarized in the following table for the 4 site outfalls.

OUTFALL	Predevelopment		Postdevelopment*	
	5 year	100 year	5 year	100 year
1	80.03	479.80	67.69	466.95
2	85.96	597.41	61.68	536.11
3	30.00	154.35	8.58	160.70
4	341.05	1335.77	276.10	1291.25

*Values to be refined with Preliminary and Final Drainage Reports for each filing

VII. Drawings

Please refer to the appendices for vicinity maps and drainage basin maps.

VIII. Summary

Grandview Reserve is a large master planned community consisting of various densities of dwelling units to include single family homes, multifamily homes, parks, institutional sites, and commercial areas. Due to development increased runoff will occur. In order to mitigate downstream impacts 8 large full spectrum detention facilities will be built to reduce the runoff rate to near historic levels. These detention facilities will provide water quality enhancements in order to account for the increased urbanization of the upstream catchment areas.

Additional analysis will be required and completed to review the hydraulics of the proposed major drainage channels and be included in future submittals. The proposed design, as described in this report, is not anticipated to cause any adverse impact to downstream properties however as noted previously due to the increased volume of water, downstream tributaries will see increases in the volume of flow. It is advised that low impact design be taken into account when designing and developing each filling. This shall include those items listed in the four step process above and any additional measures that are within reason to disconnect impervious areas and increase infiltration. This will alleviate the additional volume of water due to development. Although the rate will remain at or below historic levels, the amount of time the channels will see water will increase which may cause more channel movement than historic. Downstream planning efforts should allow for the natural migration and movement of the channel by continuing to provide large floodplain areas to allow movement of the channel.

IX. References

El Paso County – Drainage Criteria Manual, 2014

City of Colorado Springs – Drainage Criteria Manual, May 2014

Urban Storm Drainage Criteria Manual, Urban Drainage Flood Control District, January 2018

Unnamed Tributary Black Squirrel Cree, Four Way Ranch Letter of Map Revisions, Kiowa Engineering, March 2004

Haegler and Geick Drainage Basins Letter of Map Revision, Four Way Ranch Subdivision, Kiowa, March 2004

Unnamed Tributary Black Squirrel Creek Drainage Basin, Letter of Map Revision, Elbert Road Site, Kiowa Engineering, February 2006

Geick Ranch Drainage Basin Planning Study (DBPS), Drexel Barrell, October 2010 (not approved)

EPC Engineering Criteria Manual (Appendix I updated July, 2019)

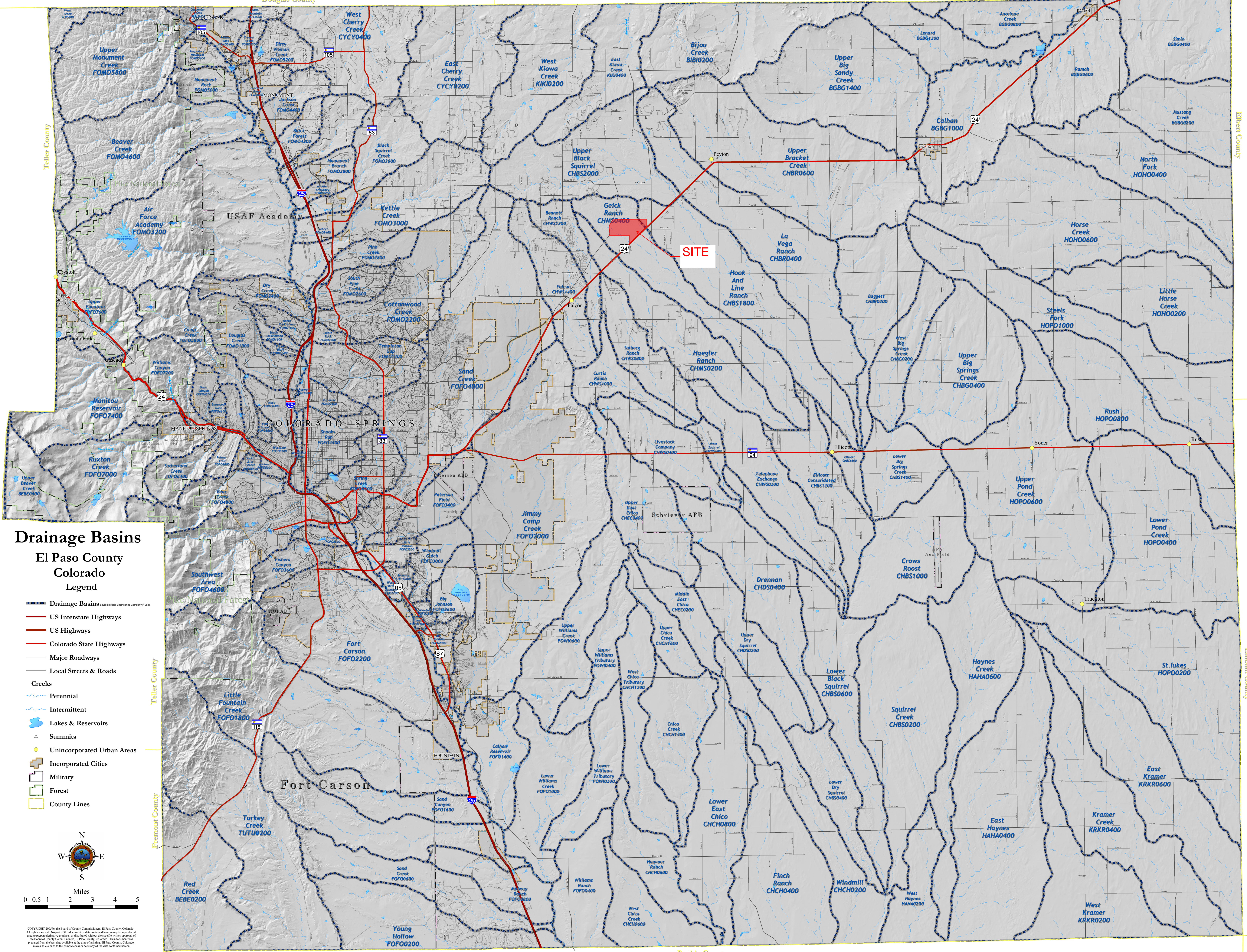
Meridian Ranch MDDP, January 2018



Appendix A

Douglas County

Elbert County



Drainage Basins

El Paso County Colorado Legend

- Drainage Basins (Source: Muler Engineering Company 1988)
- US Interstate Highways
- US Highways
- Colorado State Highways
- Major Roadways
- Local Streets & Roads
- Creeks**
- Perennial
- Intermittent
- Lakes & Reservoirs
- Summits
- Unincorporated Urban Areas
- Incorporated Cities
- Military
- Forest
- County Lines



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To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the **Flood Profiles and Floodway Data** and/or **Summary of Stillwater Elevations** tables contained within the **Flood Insurance Study (FIS)** report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations and are not necessarily exact. Floodway data is provided for the purpose of flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Stillwater Elevations and Floodway Data tables of the FIS report for the purpose of flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with the exception of floodway boundaries that were determined from field data and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 13. The **horizontal datum** was NAD83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight, positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the **North American Vertical Datum of 1988 (NAVD88)**. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NINGS12
National Geodetic Survey
SSMC-3, #8202
1315 East-West Highway
Silver Spring, MD 20910-3282

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242 or visit its website at <http://www.ngs.noaa.gov/>.

Base Map information shown on this FIRM was provided in digital format by El Paso County, Colorado Springs Utilities, and Anderson Consulting Engineers, Inc. These data are current as of 2006.

This map reflects more detailed and up-to-date **stream channel configurations and floodplain delineations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel configurations that are different from those shown on this map. The Flood Profiles and Floodway Data Tables if applicable, in the FIS report. As a result, the profile and floodway data may deviate significantly from the new base map channel representation and may appear outside of the floodplain.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes are to amendments or determinations may have occurred since the last update, users are encouraged to contact appropriate community officials to verify current corporate limit locations.

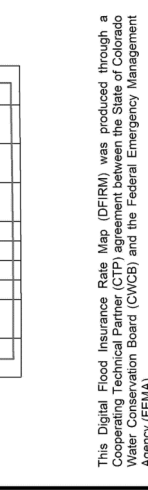
Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact **FEMA Map Service Center (MSC)** via the FEMA Map Information eXchange (FMIX) 1-877-336-2627 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. The MSC may also be reached by Fax at 1-800-368-9620 and its website at <http://www.msc.fema.gov/>.

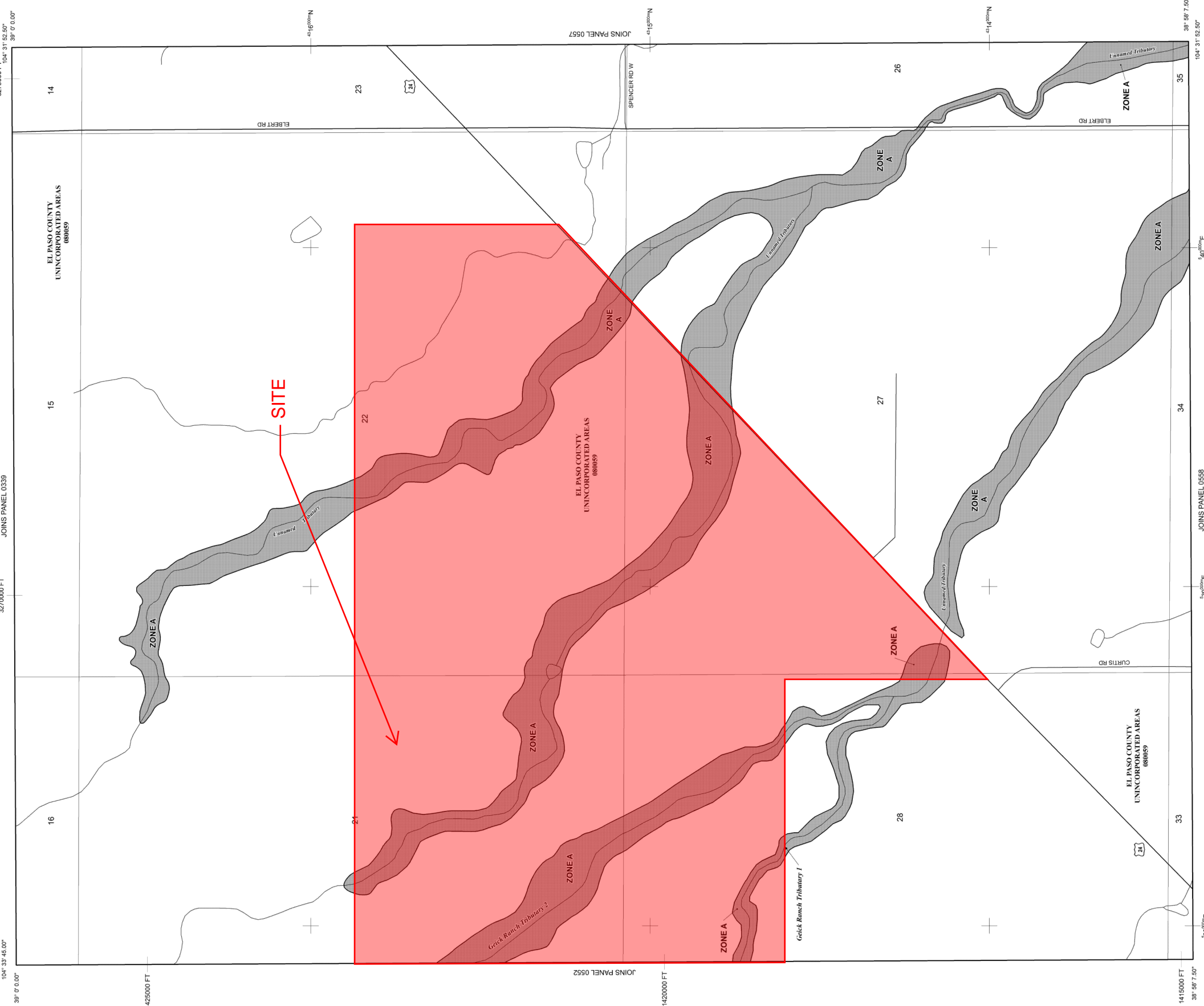
If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP (1-877-336-2627)** or visit the FEMA website at <http://www.fema.gov/business/nfp>.

El Paso County Vertical Datum Offset Table
Floodings Source Vertical Datum Offset (ft)

REFER TO SECTION 3.3 OF THE EL PASO COUNTY FLOOD INSURANCE STUDY FOR STREAM BY STREAM VERTICAL DATUM CONVERSION INFORMATION



This Digital Flood Insurance Rate Map (DFIRM) was produced through a Cooperative Agreement between El Paso County, Colorado Springs Utilities, Water Conservation Board (CWCB) and the Federal Emergency Management Agency (FEMA).



ZONE A
No Base Flood Elevations determined.

ZONE AE
Base Flood Elevations determined.

ZONE AH
Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO
Flood depths of 1 to 3 feet (usually areas of ponding); average depths determined. For areas of abutment flow, velocities also determined.

ZONE AR
Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently identified. Zone boundaries are shown on this map. Flood depths of 1 to 3 feet (usually areas of ponding) are shown. Areas to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V
Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE
Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS
ZONE X
Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS
ZONE X
Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D
Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
OTHERWISE PROTECTED AREAS (OPAs)
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

Floodplain boundary
Floodway boundary
Zone D boundary
CBRS and OPA boundary
Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
Base Flood Elevation line and value; elevation in feet*
Base Flood Elevation value where uniform within zone; elevation in feet*
Cross section line
Transect line
Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
97° 07' 30.00"
32° 22' 30.00"
479°00'N
1000-meter Universal Transverse Mercator grid ticks, zone 13
CBRS grid ticks, Colorado State Plane coordinate system, central zone (EPS:ZONE 16502), Lambert Conformal Conic Projection
Bench mark (see explanation in Notes to Users section of this FIRM panel)
River Mile
M1.5

MAP REPOSITORIES
Refer to Map Repositories list on Map Index
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
MARCH 17, 1997

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
DECEMBER 7, 2015
Special Flood Hazard Areas, to update map format, to add roads and road names, and to incorporate previously issued Letters of Map Revision.
For community map revision history, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-9620.

MAP SCALE 1" = 500'

0 150 300 450 600 750 900 1050 1200 1350 1500 1650 1800 1950 2100 2250 2400 2550 2700 2850 3000

0 150 300 450 600 750 900 1050 1200 1350 1500 1650 1800 1950 2100 2250 2400 2550 2700 2850 3000

PANEL 0556G

FIRM
FLOOD INSURANCE RATE MAP
EL PASO COUNTY,
COLORADO
AND INCORPORATED AREAS
PANEL 556 OF 1300
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
COMMUNITY NUMBER 08089
EL PASO COUNTY PANEL 0556
SUFFIX G

MAP NUMBER 08041C0556G
MAP REVISED

Additional Flood Hazard Information and resources are available from local communities and the Colorado Water Conservation Board.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the **Flood Profiles and Floodway Data** and/or **Summary of Stillwater Elevations** tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded, whole-foot values. These values are rounded to the nearest foot for informational purposes only and should not be used as the basis for flood elevation engineering purposes. Flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD88). Users of this FIRM should be aware that coastal base flood elevations are also provided in the Summary of Stillwater Elevations and Flood Profiles and Floodway Data tables. The Flood Insurance Study report that accompanies this FIRM contains a table of coastal base flood elevations and floodway data for use in floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with the exception of the **Special Flood Hazard Areas (SFHAs)** and **Special Flood Hazard Zones (SFHZs)** and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 13. The **horizontal datum** was NAD83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight, positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

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NGS Information Services
NOAA, NINGS12
National Geodetic Survey
SSMNC-3, #9202
1315 East-West Highway
Silver Spring, MD 20910-3282

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 715-3242 or visit its website at <http://www.ngs.noaa.gov/>.

Base Map information shown on this FIRM was provided in digital format by El Paso County, Colorado Springs Utilities, City of Fountain, Bureau of Land Management, National Oceanic and Atmospheric Administration, United States Geological Survey, and Anderson Consulting Engineers, Inc. These data are current as of 2006.

This map reflects more detailed and up-to-date **stream channel configurations and floodplain delineations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report, which contain authoritative hydraulic data, may reflect stream channel configurations that are different from those shown on this map. Flood profiles and Floodway Data Tables if applicable, in the FIS report. As a result, the profile baselines may deviate significantly from the new base map channel representation and may appear outside of the floodplain.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred since the date of publication, users should contact appropriate community officials to verify current corporate limit locations.

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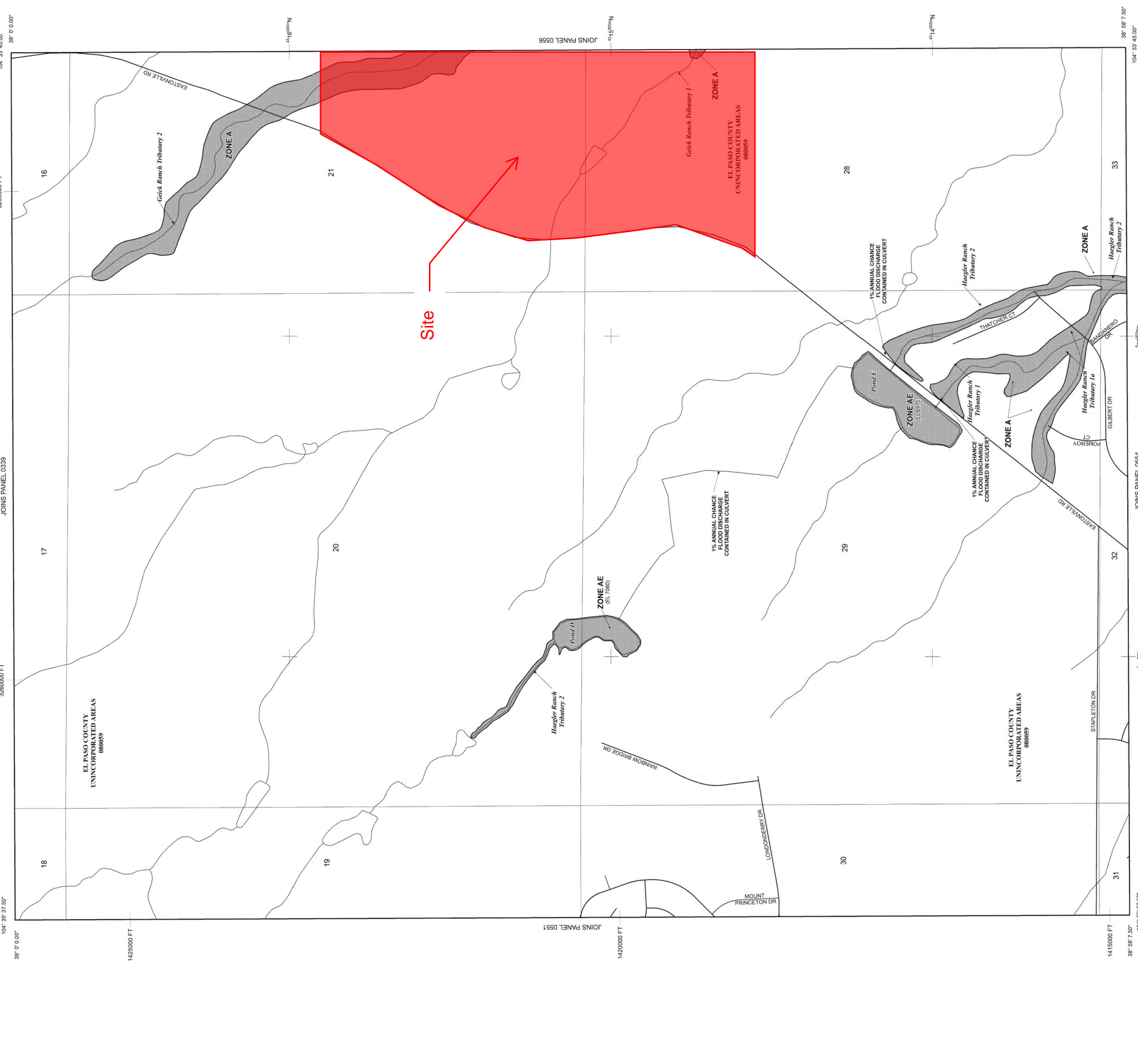
El Paso County Vertical Datum Offset Table

Flooding Source	Vertical Datum Offset (ft)
REFER TO SECTION 3.3 OF THE EL PASO COUNTY FLOOD INSURANCE STUDY FOR STREAM BY STREAM VERTICAL DATUM CONVERSION INFORMATION	

Panel Location Map

This Digital Flood Insurance Rate Map (DFIRM) was produced through a Cooperating Technical Partner (CTP) agreement between the State of Colorado Water Conservation Board (CWCB) and the Federal Emergency Management Agency (FEMA).

Additional Flood Hazard information and resources are available from local communities and the Colorado Water Conservation Board.



ZONE A
No Base Flood Elevations determined.

ZONE AE
Base Flood Elevations determined. Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevation determined.

ZONE AH
Special Flood Hazard Areas (SFHAs) and Special Flood Hazard Zones (SFHZs) are the areas subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, AV, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE AR
Special Flood Hazard Areas (SFHAs) and Special Flood Hazard Zones (SFHZs) are the areas subject to flooding by the 1% annual chance flood by a flood control system that was subsequently identified. Zone AR areas are those areas that were previously identified as being subject to protection from the 1% annual chance of greater flood.

ZONE AV
Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V
Coastal flood zone with velocity hazard (wave action); no Base Flood Elevation determined.

ZONE VE
Coastal flood zone with velocity hazard (wave action); Base Flood Elevation determined.

FLOODWAY AREAS IN ZONE AE
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS
Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS
Areas determined to be outside the 0.2% annual chance floodplain. Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

OTHERWISE PROTECTED AREAS (OPAs)
Floodplain boundary
Floodway boundary
Zone D boundary
CBRS and OPA boundary

Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
Base Flood Elevation line and value; elevation in feet*
Base Flood Elevation value where uniform within zone;
elevation in feet*

* Referenced to the North American Vertical Datum of 1988 (NAVD 88)

Cross section line
Transect line
Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
97° 07' 30.00"
32° 22' 30.00"
4732000N
6000000 FT
5000-foot grid ticks (Colorado State Plane coordinate system)
1000-meter Universal Transverse Mercator grid ticks, zone 13
5000-foot grid ticks (Colorado State Plane coordinate system)
Lambert Conformal Conic Projection
Bench marks (see explanation in Note to Users section of FIS/ERM packet)
River Mile
M 1.5

MAP REPOSITORIES
Refer to Map Repositories list on Map Index
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
MARCH 11, 1991

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
The Flood Insurance Study (FIS) Elevations and Special Flood Hazard Areas (SFHAs) to update map format, to add roads and road names, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction. To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

FIRM
FLOOD INSURANCE RATE MAP
EL PASO COUNTY,
COLORADO
AND INCORPORATED AREAS

PANEL 0552G

PANEL 552 OF 1300
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
COMMUNITY NUMBER 080059
E. PASO COUNTY
E. PASO COUNTY
E. PASO COUNTY

NUMBER 080059
E. PASO COUNTY
E. PASO COUNTY

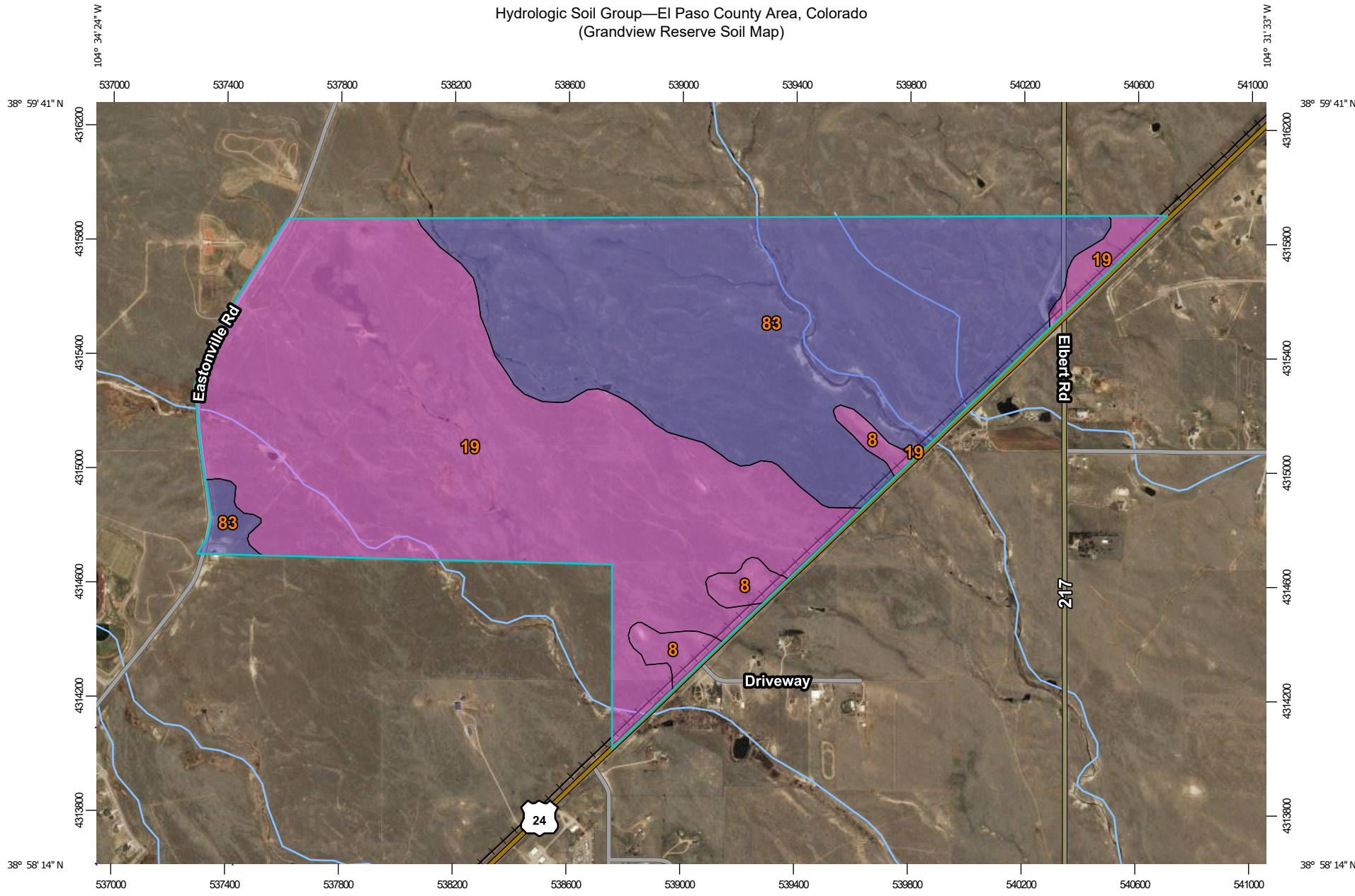
DATE 05/22/06
DATE 05/22/06
DATE 05/22/06

NATIONAL FLOOD INSURANCE PROGRAM

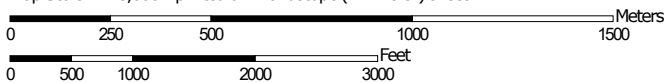
MAP NUMBER 08041C0552G

Notes to User: The Map Number shown below should be used to determine if flood insurance is available in this community. The Map Number shown above should be used on insurance applications for the subject community.

Hydrologic Soil Group—El Paso County Area, Colorado
(Grandview Reserve Soil Map)



Map Scale: 1:18,800 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84



Natural Resources
Conservation Service


Web Soil Survey
National Cooperative Soil Survey

4/6/2020
Page 1 of 4

Hydrologic Soil Group—El Paso County Area, Colorado
(Grandview Reserve Soil Map)

MAP LEGEND

Area of Interest (AOI)









 Area of Interest (AOI)

Soils

Soil Rating Polygons





-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Lines

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Points


-  A
-  A/D
-  B
-  B/D

-  C
-  C/D
-  D
-  Not rated or not available


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: El Paso County Area, Colorado
Survey Area Data: Version 17, Sep 13, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 8, 2018—May 26, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
8	Blakeland loamy sand, 1 to 9 percent slopes	A	22.4	2.6%
19	Columbine gravelly sandy loam, 0 to 3 percent slopes	A	450.7	52.5%
83	Stapleton sandy loam, 3 to 8 percent slopes	B	385.4	44.9%
Totals for Area of Interest			858.5	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

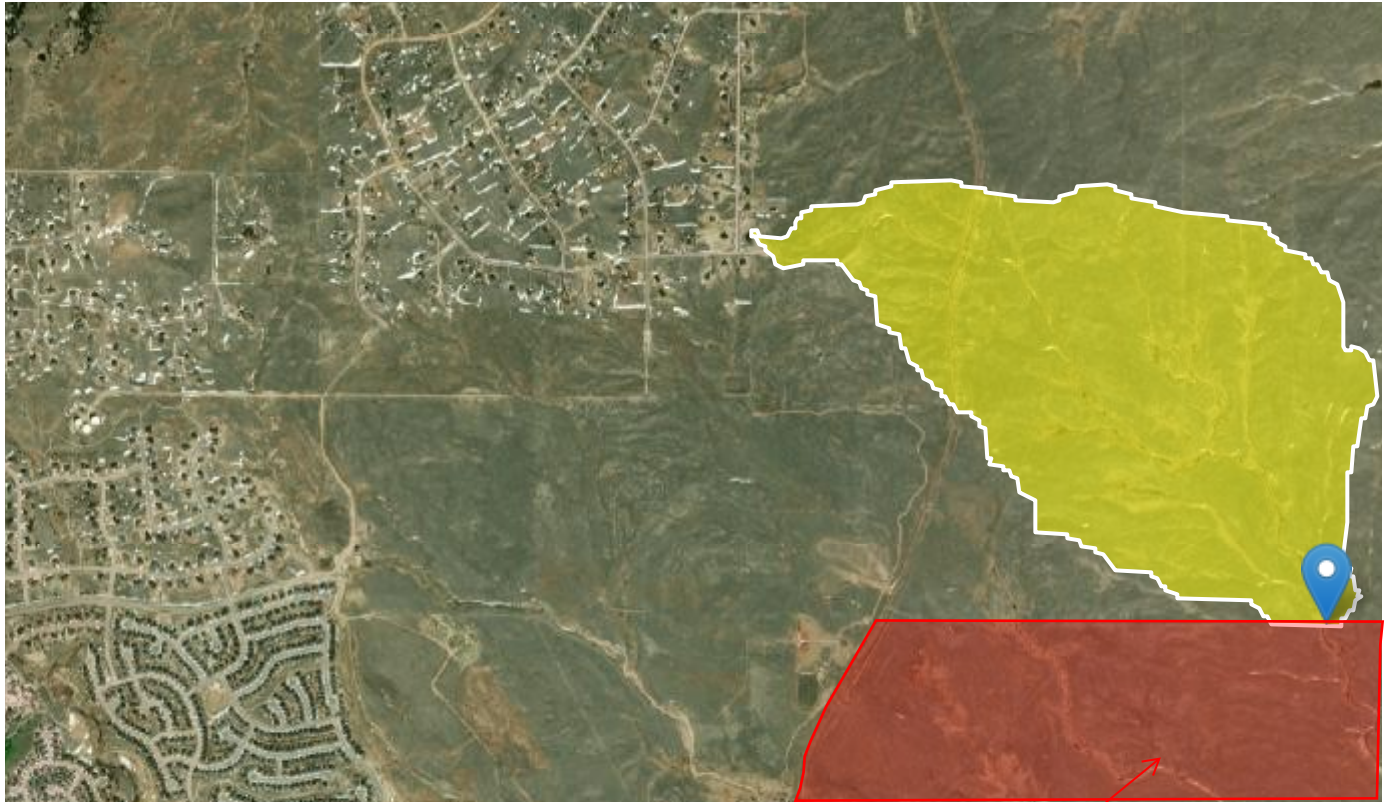
EAST FORK

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Workspace ID: CO20200817220340831000

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Time: 2020-08-17 16:03:57 -0600



Grandview Reserve

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
BSLDEM10M	Mean basin slope computed from 10 m DEM	4	percent
DRNAREA	Area that drains to a point on a stream	0.84	square miles
I24H100Y	Maximum 24-hour precipitation that occurs on average once in 100 years	4.9	inches
I24H2Y	Maximum 24-hour precipitation that occurs on average once in 2 years - Equivalent to precipitation intensity index	1.86	inches

Parameter Code	Parameter Description	Value	Unit
RCN	Runoff-curve number as defined by NRCS (http://policy.nrcs.usda.gov/OpenNonWebContent.aspx?content=17758.wba)	58.28	dimensionless
RUNCO_CO	Soil runoff coefficient as defined by Verdin and Gross (2017)	0.22	dimensionless

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Application Version: 4.4.0

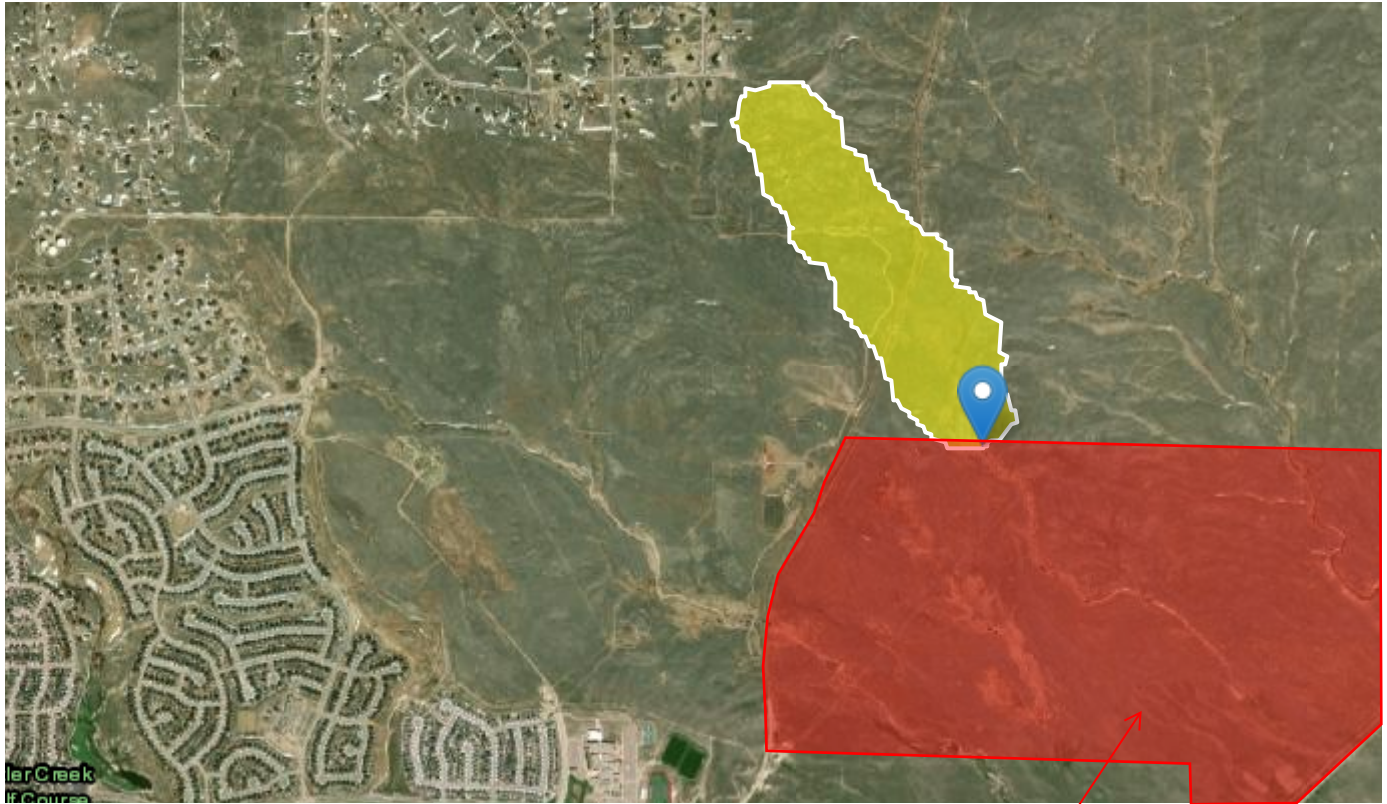
EAST FORK TRIBUTARY BASIN DELINATION

Region ID: CO

Workspace ID: C020200817220732890000

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Time: 2020-08-17 16:07:50 -0600



Grandview Reserve

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
BSLDEM10M	Mean basin slope computed from 10 m DEM	3	percent
DRNAREA	Area that drains to a point on a stream	0.22	square miles
I24H100Y	Maximum 24-hour precipitation that occurs on average once in 100 years	4.92	inches
I24H2Y	Maximum 24-hour precipitation that occurs on average once in 2 years - Equivalent to precipitation intensity index	1.86	inches

Parameter Code	Parameter Description	Value	Unit
RCN	Runoff-curve number as defined by NRCS (http://policy.nrcs.usda.gov/OpenNonWebContent.aspx?content=17758.wba)	54.53	dimensionless
RUNCO_CO	Soil runoff coefficient as defined by Verdin and Gross (2017)	0.23	dimensionless

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Application Version: 4.4.0

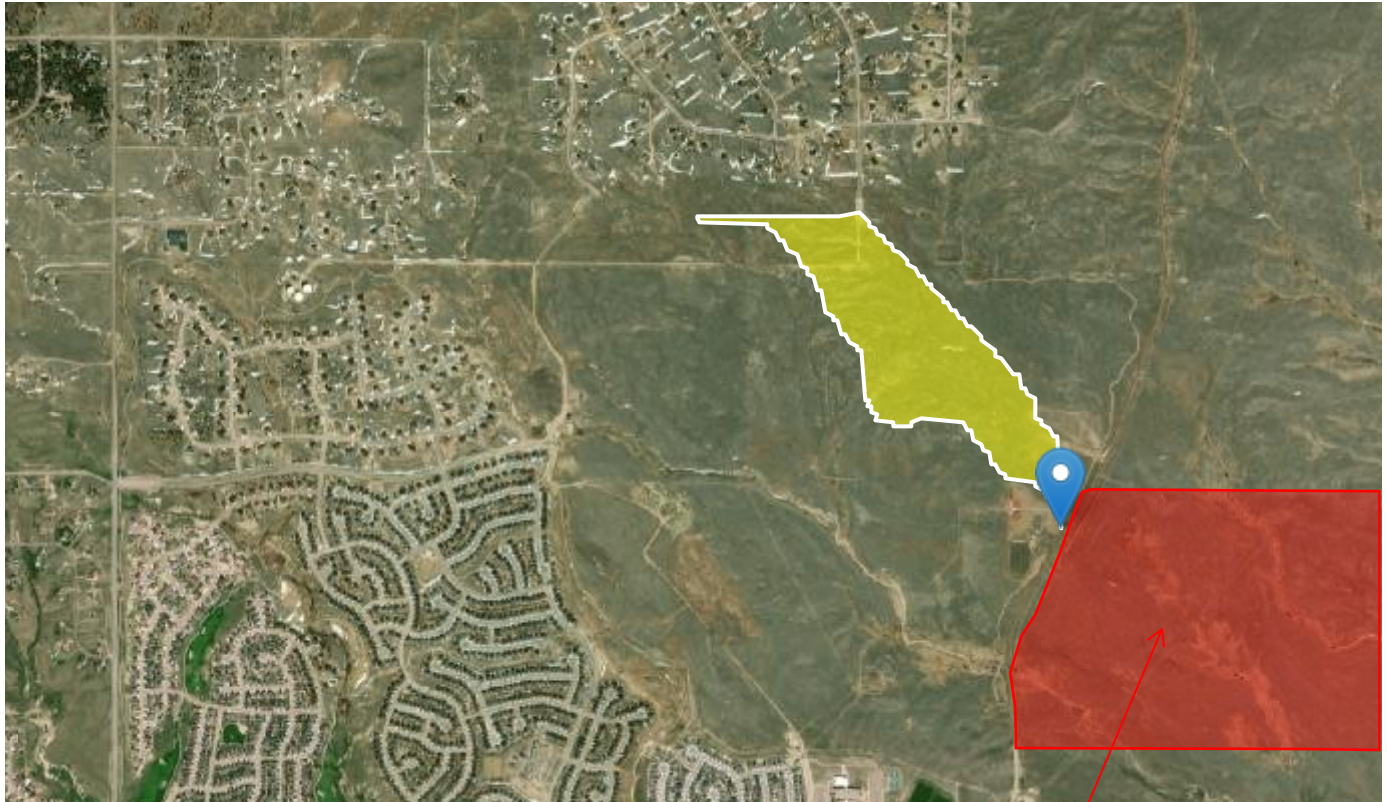
MAIN STEM

Region ID: CO

Workspace ID: CO20200817221517278000

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Time: 2020-08-17 16:15:34 -0600



Grandview Reserve

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
BSLDEM10M	Mean basin slope computed from 10 m DEM	3	percent
DRNAREA	Area that drains to a point on a stream	0.17	square miles
I24H100Y	Maximum 24-hour precipitation that occurs on average once in 100 years	4	inches
I24H2Y	Maximum 24-hour precipitation that occurs on average once in 2 years - Equivalent to precipitation intensity index	1.87	inches

Parameter Code	Parameter Description	Value	Unit
RCN	Runoff-curve number as defined by NRCS (http://policy.nrcs.usda.gov/OpenNonWebContent.aspx?content=17758.wba)	55.04	dimensionless
RUNCO_CO	Soil runoff coefficient as defined by Verdin and Gross (2017)	0.22	dimensionless

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Application Version: 4.4.0

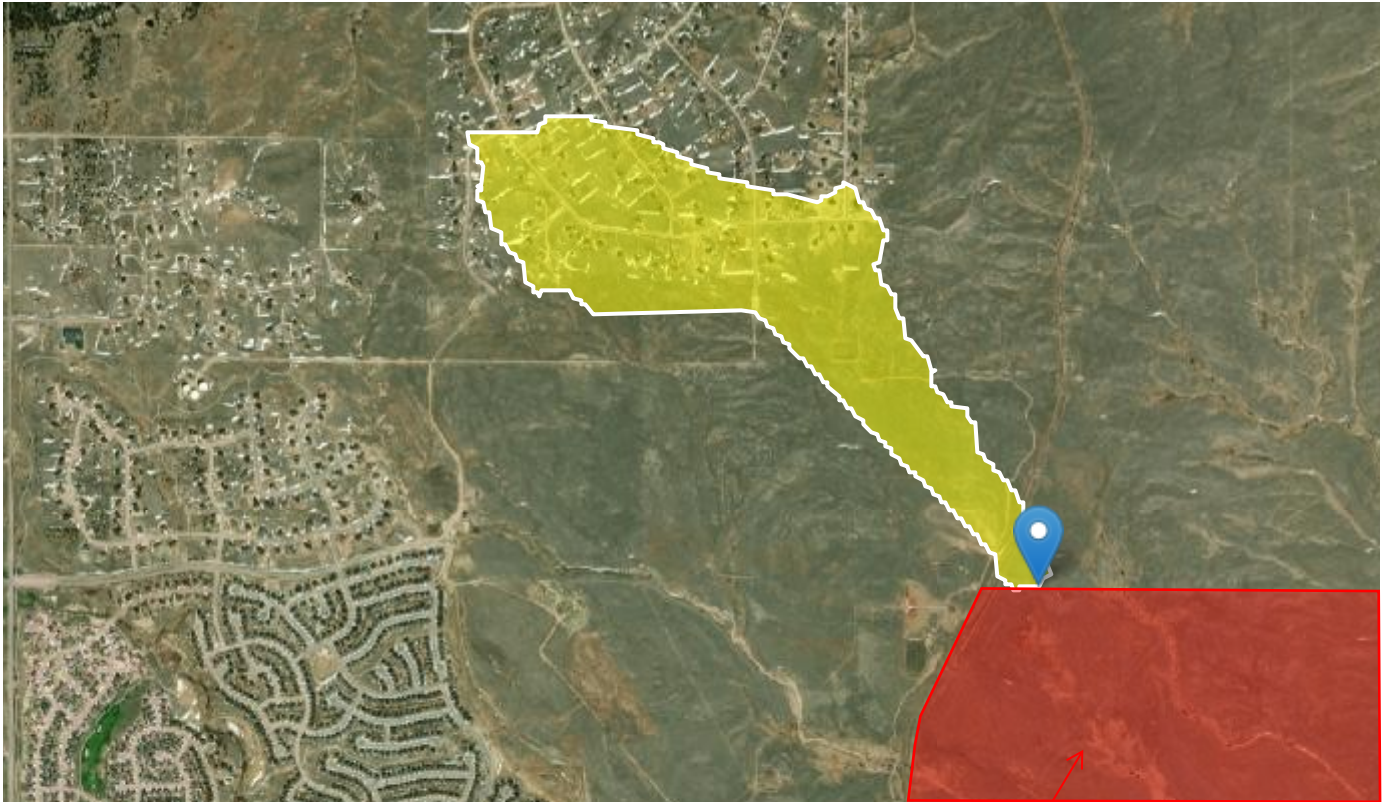
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Region ID: CO

Workspace ID: C020200817221139984000

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Time: 2020-08-17 16:11:57 -0600



Basin Characteristics

Grandview Reserve

Parameter Code	Parameter Description	Value	Unit
BSLDEM10M	Mean basin slope computed from 10 m DEM	3	percent
DRNAREA	Area that drains to a point on a stream	0.44	square miles
I24H100Y	Maximum 24-hour precipitation that occurs on average once in 100 years	4.94	inches
I24H2Y	Maximum 24-hour precipitation that occurs on average once in 2 years - Equivalent to precipitation intensity index	1.87	inches

Parameter Code	Parameter Description	Value	Unit
RCN	Runoff-curve number as defined by NRCS (http://policy.nrcs.usda.gov/OpenNonWebContent.aspx?content=17758.wba)	56.49	dimensionless
RUNCO_CO	Soil runoff coefficient as defined by Verdin and Gross (2017)	0.23	dimensionless

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Application Version: 4.4.0



Appendix B

Basin Description	Park/Open Space	High Density/Schools	Med/High Density	Med Density	Low Density	Commercial	Total Impervious	Total Acreage	Composite Percent Impervious	Predominant Soil Group	5 Year C Factor	100 Year C Factor
Impervious Percentage	10%	65%	55%	45%	25%	75%						
A1	12.68	0.00	0.00	32.70	0.00	0.00	15.98	45.38	35.22%	B	0.38	0.71
Pond A								45.38	35.22%			
B1	0.00	0.00	0.00	37.00	0.00	0.00	16.65	37.00	45.00%	A	0.4	0.61
B2	1.24	0.00	0.00	23.65	0.00	0.00	10.77	24.89	43.26%	A	0.38	0.59
B3	7.42	12.64	53.20	45.64	0.00	0.00	58.76	118.90	49.42%	A	0.36	0.5
Pond B								180.79	47.66%			
C1	4.19	30.61	1.70	41.33	0.00	0.00	39.85	77.83	51.20%	A	0.38	0.59
Pond C								77.83	51.20%			
D1	0.60	0.00	0.00	23.73	0.00	0.00	10.74	24.33	44.14%	A	0.39	0.6
D2	5.60	64.10	0.00	0.00	0.00	8.20	48.38	77.90	62.10%	A	0.39	0.6
Pond D								102.23	57.82%			
E1	32.26	0.00	0.00	0.00	56.34	0.00	17.31	88.60	19.54%	B	0.12	0.59
Pond E								88.60	19.54%			
F1	0.00	0.00	0.00	0.00	33.73	0.00	8.43	33.73	25.00%	B	0.15	0.61
F2	18.34	40.50	0.00	0.00	0.00	8.80	34.76	67.64	51.39%	B	0.36	0.7
F3	0.00	0.00	0.00	12.84	0.00	0.00	5.78	12.84	45.00%	B	0.45	0.74
F4	6.24	0.00	29.80	15.77	0.00	0.00	24.11	51.81	46.54%	B	0.37	0.64
Pond F								166.02	44.02%			
G1	4.88	0.00	0.00	15.25	0.00	0.00	7.35	20.13	36.52%	B	0.25	0.66
G2	0.00	0.00	0.00	0.00	15.14	0.00	3.79	15.14	25.00%	B	0.45	0.74
Pond G								35.27	31.57%			
H1	0.70	0.00	0.00	0.00	20.01	0.00	5.07	20.71	24.49%	A	0.38	0.75
H2	0.70	0.00	0.00	17.85	0.00	0.00	8.10	18.55	43.68%	B	0.43	0.75
H3	0.76	0.00	0.00	5.25	0.00	0.00	2.44	6.01	40.57%	B	0.4	0.72
H4	5.34	0.00	0.00	22.31	0.00	0.00	10.57	27.65	38.24%	B	0.37	0.7
Pond H								72.92	35.91%			

Summary of Unit Hydrograph Parameters Used By Program and Calculated Results (Version 2.0.1)

Catchment Name/ID	User Comment for Catchment	Unit Hydrograph Parameters and Results									Excess Precip.		Storm Hydrograph			
		CT	Cp	W50 (min.)	W50 Before Peak	W75 (min.)	W75 Before Peak	Time to Peak (min.)	Peak (cfs)	Volume (c.f.)	Excess (inches)	Excess (c.f.)	Time to Peak (min.)	Peak Flow (cfs)	Total Volume (c.f.)	Runoff per Unit Area (cfs/acre)
A1		0.157	0.143	37.3	5.59	19.4	3.95	9.3	57	164,729	0.25	40,666	35.0	13	40,592	0.29
B1		0.158	0.131	33.0	4.82	17.2	3.41	8.0	53	134,310	0.08	11,390	35.0	4	11,363	0.12
B2		0.158	0.109	58.5	6.42	30.4	4.54	10.7	20	90,351	0.08	7,662	40.0	2	7,665	0.07
B3		0.158	0.221	39.1	8.15	20.3	5.76	13.6	142	431,607	0.08	36,602	40.0	12	36,572	0.10
C1		0.158	0.183	30.3	5.75	15.7	4.06	9.6	120	281,797	0.08	23,898	35.0	10	23,870	0.13
D1		0.157	0.108	31.5	4.11	16.4	2.91	6.9	36	88,318	0.25	21,803	35.0	8	21,721	0.33
D2		0.157	0.182	37.7	6.77	19.6	4.78	11.3	97	282,777	0.25	69,809	40.0	22	69,820	0.29
E1		0.157	0.193	28.9	5.77	15.0	4.08	9.6	144	321,618	0.25	79,397	35.0	32	79,287	0.37
F1		0.157	0.125	37.2	5.07	19.4	3.58	8.5	42	122,440	0.25	30,227	35.0	10	30,151	0.29
F2		0.157	0.171	45.1	7.42	23.5	5.24	12.4	70	245,533	0.25	60,614	40.0	16	60,563	0.24
F3		0.157	0.081	37.8	3.84	19.6	2.72	6.4	16	46,609	0.25	11,506	35.0	4	11,472	0.28
F4		0.157	0.151	43.2	6.52	22.5	4.61	10.9	56	186,981	0.25	46,160	40.0	13	46,174	0.25
G1		0.157	0.099	38.8	4.45	20.2	3.14	7.4	24	73,072	0.25	18,039	35.0	6	17,996	0.28
G2		0.157	0.087	42.3	4.33	22.0	3.06	7.2	17	54,958	0.25	13,567	35.0	4	13,536	0.26
H1		0.158	0.101	43.7	4.89	22.7	3.45	8.1	22	75,177	0.08	6,375	35.0	2	6,365	0.09
H2		0.157	0.095	37.0	4.21	19.2	2.97	7.0	24	67,337	0.25	16,623	35.0	5	16,581	0.29
H3		0.157	0.057	32.6	2.94	16.9	2.08	4.9	9	21,816	0.25	5,384	35.0	2	5,324	0.32
H4		0.157	0.114	36.7	4.72	19.1	3.33	7.9	35	100,370	0.25	24,778	35.0	8	24,718	0.29

Summary of Unit Hydrograph Parameters Used By Program and Calculated Results (Version 2.0.1)

Catchment Name/ID	User Comment for Catchment	Unit Hydrograph Parameters and Results									Excess Precip.		Storm Hydrograph			
		CT	Cp	W50 (min.)	W50 Before Peak	W75 (min.)	W75 Before Peak	Time to Peak (min.)	Peak (cfs)	Volume (c.f.)	Excess (inches)	Excess (c.f.)	Time to Peak (min.)	Peak Flow (cfs)	Total Volume (c.f.)	Runoff per Unit Area (cfs/acre)
A1		0.156	0.142	37.3	5.57	19.4	3.93	9.3	57	164,729	1.56	257,605	45.0	67	257,125	1.47
B1		0.157	0.130	33.0	4.80	17.2	3.39	8.0	53	134,310	1.17	157,714	40.0	49	157,336	1.32
B2		0.157	0.109	58.5	6.39	30.4	4.52	10.6	20	90,351	1.17	106,094	50.0	21	106,130	0.83
B3		0.157	0.220	39.1	8.11	20.3	5.73	13.5	142	431,607	1.17	506,815	45.0	140	506,418	1.18
C1		0.157	0.182	30.3	5.72	15.7	4.04	9.5	120	281,797	1.17	330,900	40.0	111	330,490	1.43
D1		0.156	0.107	31.5	4.10	16.4	2.90	6.8	36	88,318	1.56	138,112	40.0	40	137,590	1.64
D2		0.156	0.181	37.7	6.75	19.6	4.77	11.2	97	282,777	1.56	442,208	45.0	115	442,279	1.47
E1		0.156	0.192	28.8	5.76	15.0	4.07	9.6	144	321,618	1.56	502,948	40.0	158	502,220	1.78
F1		0.156	0.124	37.2	5.06	19.4	3.57	8.4	42	122,440	1.56	191,472	45.0	49	190,993	1.47
F2		0.156	0.170	45.1	7.40	23.5	5.23	12.3	70	245,533	1.56	383,966	50.0	87	383,641	1.28
F3		0.156	0.081	37.7	3.83	19.6	2.71	6.4	16	46,609	1.56	72,888	45.0	18	72,670	1.43
F4		0.156	0.150	43.2	6.50	22.5	4.59	10.8	56	186,981	1.56	292,403	45.0	68	292,494	1.32
G1		0.156	0.099	38.8	4.44	20.2	3.14	7.4	24	73,072	1.56	114,270	45.0	28	113,996	1.41
G2		0.156	0.087	42.3	4.31	22.0	3.05	7.2	17	54,958	1.56	85,944	45.0	20	85,743	1.32
H1		0.157	0.100	43.7	4.86	22.7	3.44	8.1	22	75,177	1.17	88,277	45.0	22	88,139	1.06
H2		0.156	0.095	37.0	4.20	19.2	2.97	7.0	24	67,337	1.56	105,301	45.0	27	105,031	1.46
H3		0.156	0.057	32.6	2.93	16.9	2.07	4.9	9	21,816	1.56	34,116	40.0	10	33,729	1.58
H4		0.156	0.114	36.7	4.70	19.1	3.32	7.8	35	100,370	1.56	156,958	45.0	41	156,578	1.48

